CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MONDAY, MARCH 21, 2022 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 MARCH 7, 2022:

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

1. <u>Exemplary Service Awards</u>. Presentation of awards recognizing the exemplary service of emergency services personnel in their response to the S. Chipman Street house fire on February 18, 2022.

PUBLIC HEARINGS

1. <u>New Ordinance – Mobile Food Vending</u>. Conduct a public hearing to receive citizen comment regarding the proposed addition of Chapter 16.8, <u>Mobile Food Vending</u>, to the Code of Ordinances to govern the operation of mobile food trucks.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

- Proposed Special Assessment District No. 2022-01 Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, April 4, 2022 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2022-01, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 216 South Elm Street.
- Tentative Bid Award Water Tower and Standpipe Rehabilitation. Approve tentative bid award to L
 and T Painting Company Inc. for the Water Tower and Standpipe Rehabilitation Project, a 2022
 DWSRF project, in the amount of \$598,300.00, contingent upon receipt of SRF loan proceeds, and
 further approve payment to the contractor up to the contract amount upon satisfactory completion of
 project or portion thereof.

- 3. Tentative Bid Award 2022 Water Main Replacement Center Street. Approve tentative bid award to The Glaeser-Dawes Corporation for the 2022 Water Main Replacement Project on Center Street, a 2022 DWSRF project, in the amount of \$572,591.61, contingent upon receipt of SRF loan proceeds, and further approve payment to the contractor up to the contract amount upon satisfactory completion of project or portion thereof.
- 4. Tentative Bid Award 2022-2024 Water Service Line Replacement Project. Approve bid award to Green Tech Systems, LLC for the 2022-2024 Water Service Line Replacement Project, a 2022 DWSRF project, in the amount of \$3,331,600.00, contingent upon receipt of SRF loan proceeds, and further approve payment to the contractor up to the contract amount upon satisfactory completion of project or portion thereof.
- 5. <u>Bid Award 2022 Sidewalk Program</u>. Approve bid award to Lopez Concrete Construction, LLC for the 2022 Sidewalk Program in the amount of \$112,250.00, 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 \$132,250.00 upon satisfactory completion of project or portion thereof.

ITEMS OF BUSINESS

- Lot Split Authorization 701 South Park and Monroe/Saginaw Streets. Consider authorization of the division of a City lot under Michigan Subdivision Control Act for platted lot at 701 South Park Street and Monroe/Saginaw Streets.
- 2. <u>Low Income Household Water Assistance Program Memorandum of Understanding</u>. Consider the memorandum of understanding between the City of Owosso, Michigan Department of Health and Human Services and Capital Area Community Services, Inc. for the Low Income Household Water Assistance Program.
- 3. <u>Set Special Meeting</u> Strategic Planning. Consider setting a special meeting for the final strategic planning workshop on Tuesday, March 29, 2022 at 6:00 p.m.

COMMUNICATIONS

- 1. Tanya Buckelew, Building Official. February 2022 Building Department Report.
- 2. Tanya Buckelew, Building Official. February 2022 Code Violations Report.
- 3. Tanya Buckelew, Building Official. February 2022 Inspections Report.
- 4. Tanya Buckelew, Building Official. February 2022 Certificates Issued Report.
- 5. <u>Kevin D. Lenkart, Public Safety Director</u>. February 2022 Police Report.
- 6. Downtown Development Authority/Main Street. Minutes of March 2, 2022.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, April 04, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022 Building Board of Appeals – Alternate - term expires June 30, 2022 Building Board of Appeals – Alternate - term expires June 30, 2024 Downtown Historic District Commission – term expires June 30, 2022 Owosso Historical Commission – 2 terms expire December 31, 2023 Planning Commission – term expires June 30, 2022 Zoning Board of Appeals – Alternate – term expires June 30, 2024 Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on March 21, 2022. Citizens may view and listen to the meeting using the following link and phone numbers.

OWOSSO CITY COUNCIL Monday, March 21, 2022 at 7:30 p.m.

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

Join Zoom Meeting:

https://us02web.zoom.us/i/83761683127?pwd=UTIQUnBMdmtWak91ci9vd09rcEZiQT09

Meeting ID: 837 6168 3127

• Password: 775354

One tap mobile

+16465588656,,83761683127#,,,,*775354# US (New York)

+13017158592,,83761683127#,,,,*775354# US (Washington DC)

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- For video instructions visit:
 - o Signing up and Downloading Zoom https://youtu.be/gsy2Ph6kSf8
 - o Joining a Zoom Meeting https://youtu.be/hlkCmbvAHQQ
 - 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 http://www.ci.owosso.mi.us

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on March 21, 2022 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: http://www.ci.owosso.mi.us/Government/City-Council

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CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MINUTES OF MARCH 7, 2022 7:30 P.M. VIRGINIA TEICH CITY COUNCIL CHAMBERS

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER JEROME C. HABER

PLEDGE OF ALLEGIANCE: MAYOR PRO-TEM SUSAN J. OSIKA

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,

Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law,

Nicholas L. Pidek, and Robert J. Teich, Jr.

ABSENT: None.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 22, 2022

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of February 22, 2022 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Ordinance Amendment - Establishing Age of Minors

The proposed amendment would amend the effective age of a minor to any person under the age of eighteen to comply with changes in state law.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 19, Offenses, Article V, Offenses Against Public Peace, Sec. 89(b), Curfews for minors.

There were no comments regarding the proposed amendment received prior to, or during the meeting.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Osika that the following ordinance be adopted:

ORDINANCE NO. 829

AMENDING CHAPTER 19, <u>OFFENSES</u>, ARTICLE V, <u>OFFENSES</u> AGAINST PUBLIC PEACE, SEC. 19-89(b) <u>CURFEWS FOR MINORS</u>, OF THE CODE OF ORDINANCES TO AMEND THE AGE OF MINORS SUBJECT TO CURFEW

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a curfew ordinance that no longer complies with state statute; and

WHEREAS, it is necessary to amend the ordinance to change the age of minors subject to curfew; and

WHEREAS, the City Council held a public hearing to receive citizen comment March 7, 2022, and there being no one to be heard deliberated on the request.

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

SECTION 1. AMENDMENT. That Chapter 19, <u>Offenses</u>, Article V, *Offenses Against Public Peace*, Section 19-89 (b), <u>Curfews for Minors</u>, of the Code of Ordinances of the City of Owosso be amended as follows:

No person under the age of eighteen (18) shall loiter, idle or congregate on any public area, street, highway, alley or park between the hours of 12:00 midnight and 6:00 a.m. immediately following, except where the minor is accompanied by a parent or guardian, or an adult delegated by the parent or guardian to accompany the minor, or where the minor is upon an errand or other legitimate business directed by his parent or guardian.

SECTION 2. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE: This amendment shall become effective March 28, 2022.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmember Pidek, Mayor Pro-Tem Osika, Councilmembers Teich, Fear, Haber, Law,

and Mayor Eveleth.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Justin Horvath, SEDP president, said he was here in support of the sale of the City-owned property off of Penbrook Drive to MOXIE Development for the construction of a new apartment complex.

Eddie Urban, 601 Glenwood Avenue, brought free informational handouts and calendars from the VA for anyone that is interested, he said all types of topics are covered. He said he was sorry he missed the last meeting, but the meeting was already over by the time he got a ride to City Hall. Lastly, he said he hoped no one was injured by the bricks falling off the façade of the Exchange Building.

Tom Manke, 2910 W. M-21, asked about the details of the new kayak launch, saying he would like to know if it will be like the one in Corunna and where it will be. City Manager Henne noted that it will be just downstream from the Heritage Footbridge, and that it will be more substantial than the launch in Corunna.

CONSENT AGENDA

Draft 2 03-07-2022

For the benefit of everyone present, Councilmember Fear noted that the Planning Commission did not take an official position to support or deny the proposed Food Truck Ordinance, saying they simply never voted on it.

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

<u>First Reading & Set Public Hearing-Food Truck Ordinance</u>. Conduct first reading and set a public hearing for Monday, March 21, 2022 to receive citizen comment regarding the proposed addition of Chapter 16.8, <u>Mobile Food Vending</u>, to the Code of Ordinances to govern mobile food trucks as follows:

RESOLUTION NO. 35-2022

AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED ADDITION OF CHAPTER 16.8, MOBILE FOOD VENDING, TO THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS GOVERNING MOBILE FOOD VENDORS

WHEREAS, the City of Owosso, Shiawassee County, Michigan currently does not regulate the operation of mobile food vendors (food trucks), nor does it allow the operation of said vendors on public property; and

WHEREAS, interest in mobile food vendors has grown in the past few years, providing a vibrant food scene for residents and attracting entrepreneurs to the community; and

WHEREAS, in response to this interest the City has developed an ordinance to govern the conduct of mobile food vendors, allow their operation on public property, and protect the City's existing brick and mortar restaurants; and

WHEREAS, the proposed ordinance has been vetted by, and received the support of, the DDA/OMS Board, the Parks & Recreation Commission, the Planning Commission, and City staff; and

WHEREAS, it is the long-standing practice of the City Council to hold a public hearing to receive citizen comment regarding any and all proposed ordinance amendments or additions.

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

SECTION 1. ADDITION. That Chapter 16.8, Mobile Food Vending, shall be added to the Code of Ordinances of the City of Owosso as follows:

CHAPTER 16.8, MOBILE FOOD VENDING

Article I. - In General

Sec. 16.8-1. - Purpose.

This chapter is established to enable mobile food vending on public and private property. This chapter is enacted on the basis that mobile food vending can add to the vibrancy and desirability of Owosso. This chapter also provides a framework under which vendors are required to operate mobile food vending units.

Sec. 16.8-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile Food Vending shall mean vending, serving, or offering for sale food and/or beverages from a Mobile Food Vending Unit which meets the definition of a Food Service Establishment under Public Act 92 of 2000. Vending may include the ancillary sales of non-food paraphernalia related to the Mobile Food Vending Unit.

Mobile Food Vending Unit shall mean any readily movable motorized wheeled vehicle or non-motorized towed vehicle designed and equipped to prepare, serve, and sell food and/or beverages.

Operate shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the Mobile Food Vending Unit is open for business.

Vendor shall mean any individual engaged in Mobile Food Vending; if more than one individual is operating a single Mobile Food Vending Unit, then Vendor shall mean all individuals operating such a single Mobile Food Vending Unit.

Sec. 16.8-3. - Permit required.

- a) No vendor shall engage in Mobile Food Vending without a permit from the building department authorizing such vending. The building department shall prescribe the form of such permits and the application for such permit. All permits shall be predominantly displayed on the mobile food vending unit. No vending through a Mobile Food Vending Unit of food and/or other human consumables shall be permitted unless it meets the definition of Mobile Food Vending as defined by this ordinance.
- b) Permits may be issued by the building department for Six (6) month intervals being May through October and November through April. Any permit issued under this Chapter is non-transferable.
- c) Every vendor desiring to engage in Mobile Food Vending shall make a written application to the building department for a permit under this Chapter. The applicant shall truthfully state, in full, all information requested by the building department and shall provide all documentation, such as proof of insurance, as required by the city.
- d) An application for a permit under this Chapter shall be accompanied by a fee in the amount established by resolution of the City Council. There shall be no proration of fees. Fees are nonrefundable once a permit has been issued by the building department. No fee shall be charged to any honorably discharged veteran of the United State Military who is a resident of the State of Michigan and submits official documentation evidencing such to the building department. If operating on non-city property, no fee shall be charged to a business which is on the city's tax rolls whose normal business includes the sale of food and/or beverages. No one shall hire or subcontract such vendors in an attempt to evade the provisions of this Chapter.
- A permit obtained under this Chapter shall not relieve any vendor of the responsibility for obtaining any other permit, or authorization required by any other ordinance, statute or administrative rule.

Article II. - Requirements

Sec. 16.8-4. - Private property.

Mobile Food Vending may be permitted on private property only in the following districts as indicated on the City of Owosso Zoning Map: B-1 Local Business, B-2 Planned Shopping Center, B-3 Central Business, B-4 General Business, OS-1 Office Service, and P-1 Vehicular Parking. Written permission from the property owner must be provided at the time of application.

Sec. 16.8-5. - Public property.

 Mobile Food Vending may be permitted within Owosso City Parks during the hours of 5:00 a.m. and 11:00 p.m.

Draft 4 03-07-2022

- Mobile Food Vending may be permitted within parking lots or spaces owned or controlled by the City of Owosso.
 - Any Mobile Food Vending Unit with a valid permit may park in a city owned or controlled parking lot or space for the duration authorized by the permit.
 - 2) Mobile Food Vending Units shall not be restricted to the hours where parking would otherwise be allowed in the particular parking lot or space.
 - 3) Mobile Food Vending Units shall be prohibited from city owned or controlled parking areas where parking is prohibited altogether.
- c) Any Mobile Food Vending Unit located on a public street, including on-street parking areas, shall be required to obtain a Traffic Control Order and City Council authorization

Sec. 16.8-6. - General requirements for private and public property.

- a) Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributed to the vendor on a daily basis.
- b) No use of any flashing or blinking lights or strobe lights; all exterior lights over 60 watts shall contain opaque, hood shields or direct the illumination downward.
- c) No use of loud music, amplification devices or "crying out" or any other audible methods to gain attention which causes a disruption or safety hazard as determined by the City.
- d) Comply with the city's Noise Ordinance, Sign Ordinance and all other City ordinances.
- e) Comply with all applicable federal, state and county regulations
- f) May have one portable sign that shall not exceed an overall height of four (4) feet and a maximum square footage of eight (8) feet per side, located within five feet of the unit; and under no circumstances shall such sign be placed upon the sidewalk or impede pedestrian and/or vehicle safety.
- g) A mobile food vendor may only operate between the hours of 7 a.m. and 2 a.m. Other restrictions regarding hours of operation may be established by resolution of the City Council.
- h) Any Mobile Food Vending Unit not in operation between the hours of 2 a.m. and 7 a.m. shall be removed from public property.
- i) No Mobile Food Vending Unit may be left unattended for more than 2 hours on public property.
- j) Vendors shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any city street, alley, or sidewalk except in a safe manner.

Article III. - Enforcement and Penalties

Sec. 16.8-7. - Permit revocation and appeals.

- a) The building department shall revoke the permit of any vendor engaged in Mobile Food Vending who ceases to meet any requirement of this Chapter or violates any other federal, state or local regulation, makes a false statement on their application, or conducts activity in a manner that is averse to the protection of the public health, safety and welfare.
- b) Immediately upon such revocation, the building department shall provide written notice to the permit holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the permit shall become null and void.
- c) If a permit is revoked by the building department, the holder of a permit may appeal to and have a hearing before the City Council.

Draft 5 03-07-2022

d) The City Council may confirm such suspension or revoke or reinstate any such license. The action taken by the City Council shall be final. Upon suspension or revocation of any license or permit, the fee therefor shall not be refunded.

Sec. 16.8-9. - Civil infractions.

A vendor who violates this Chapter is responsible for a civil infraction and subject to a fine of \$500 per day.

Sec. 16.8-10. - Impoundment from public property.

Any equipment associated with Mobile Food Vending on public property that is found to not be in compliance with this Chapter may be impounded at the owner of the equipment's expense.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, March 21, 2022 at 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing citizen comment regarding the proposed addition to the Code of Ordinances.

SECTION 3. AVAILABILITY. This ordinance may be viewed on the City's website www.ci.owosso.mi.us or 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 4. EFFECTIVE DATE: This ordinance shall become effective twenty days after passage.

Master Plan Implementation Goals: 1.19, 1.21, 2.1, 2.3, 2.13, 4.6, 5.9, 5.15

*Bid Award – James S. Miner Launch Base Project. Approve bid award to Great Lakes Fusion, L.L.C. for the James S. Miner Launch Base Project in the amount of \$29,437.75 and further approve payment to the contractor upon satisfactory completion of project as follows:

RESOLUTION NO. 36-2022

AUTHORIZING THE EXECUTION OF A CONTRACT WITH GREAT LAKES FUSION, L.L.C. FOR THE JAMES S MINER LAUNCH BASE PROJECT

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to construct a canoe and kayak launch on the Shiawassee River north of Heritage Footbridge; and

WHEREAS, the city has sufficient funds in its Parks and Recreation Millage fund to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the James S Miner Launch Base Project, and a bid was received from Great Lakes Fusion L.L.C. and it is hereby determined that Great Lakes Fusion, L.L.C. 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 Great Lakes Fusion, L.L.C. for the James S Miner Launch

Project base bid.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially

Draft 6 03-07-2022

as attached as contract for services between the city of Owosso, Michigan and Great Lakes Fusion, L.L.C. in an amount not to exceed \$29,437.75.

THIRD: The accounts payable department is authorized to pay Great Lakes Fusion, L.L.C. for

work satisfactorily completed on the project up to the contract amount of \$29,473.75.

FOURTH: The above expenses shall be paid from the FY22-23 Park and Recreation Millage Fund

Account No. 208-756-974.000-JMLAUNCH21.

Master Plan Implementation Goals: 1.6, 1.19, 4.5, 4.20, 5.9, 5.12, 5.14, 5.33, 6.4

<u>Purchase Order Amendment – Road Salt</u>. Authorize amendment to Purchase Order #43514 with the Detroit Salt Company, LLC, via State of Michigan Contract No. 180000000768, adding \$8,041.50 plus a contingency of \$500.00, for delivery of an additional 250 tons of road salt, and further authorize payment according to unit prices upon satisfactory receipt of the product as follows:

RESOLUTION NO. 37-2022

AUTHORIZING AMENDMENT TO THE EXISTING PURCHASE ORDER WITH THE DETROIT SALT COMPANY, LLC FOR 250 TONS OF ADDITIONAL ROAD SALT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a responsibility to keep its streets safe during the winter months, which includes the use of road salt when streets are icy; and

WHEREAS, the City approved Purchase Order #43514 on November 15, 2021 for the purchase of road salt from the Detroit Salt Company, LLC via MiDeal Contract No. 18000000076; and

WHEREAS, the City has used more road salt this winter than originally anticipated; and

WHEREAS, the price for salt is historically low this year, but is expected to rise due to inflation, making now the time to replenish the City's salt stores; and

WHEREAS, the Director of Public Services & Utilities desires to purchase an additional 250 tons of road salt as permitted by the contract.

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 amend Purchase Order #43514 with the Detroit Salt Company, LLC for

the purchase of an additional 250 tons of road salt.

SECOND: The accounts payable department is authorized to pay the Detroit Salt Company, LLC,

according to unit prices, for road salt delivered up to the total amount of \$78,234.50.

THIRD: The above expenses shall be paid from Local and Major Street Fund and State Trunk-

line accounts 202/203.478.728.000 and 202.497.728.000.

^{*}Check Register – February 2022. Affirm check disbursements totaling \$3,190,466.94 for February 2022.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Fear Pidek, Law, Teich, Mayor Pro-Tem Osika, Councilmember Haber,

and Mayor Eveleth.

NAYS: None.

ITEMS OF BUSINESS

Ordinance Adoption - Bonding for DWRF Financing - Center Street Water Main Replacement & Water Storage Tanks & Standpipe Rehabilitation

City Manager Nathan R. Henne indicated that approval of the following ordinance is required to issue revenue bonds. The notice of intent for these bonds was issued back in December. The proposed ordinance would authorize the sale of approximately \$7,200,000 in bonds for two DWRF projects, of which \$403,000 would be paid by a drinking water infrastructure grant and approximately \$3,235,000 would be eligible for principle forgiveness. He noted that no public hearing is required for said ordinance under Public Act 94 of 1933. He also noted that the City's bonding attorney was present to answer any questions.

Eric McGlothlin, attorney with Dickinson Wright, introduced himself. Mr. McGlothlin briefly detailed the proposed ordinance indicating that it is a supplemental bond ordinance that authorizes the sale of two series of bonds (one for each project), sets the maximum amount of bonds that can be sold, pledges sufficient revenues to pay said bonds, and authorizes signers to execute the necessary documentation.

Motion by Councilmember Pidek to approve adoption of the following ordinance authorizing and providing for the issuance of revenue bonds for DWRF financing of the cost of the replacement of water mains and service lines along Center Street and the rehabilitation of water storage tanks, standpipes, and related facilities under the provisions of Act 94, Public Acts of Michigan, 1933, as amended, as follows:

ORDINANCE NO. 828

A SUPPLEMENTAL ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST OF THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY OF OWOSSO; TO PRESCRIBE THE FORM OF THE SERIES 2022 BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2022 BONDS; TO PROVIDE FOR SECURITY FOR THE SERIES 2022 BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF THE SYSTEM; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE SERIES 2022 BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE SERIES 2022 BONDS AND THE SYSTEM.

THE CITY OF OWOSSO ORDAINS:

Section 1. <u>2022 SUPPLEMENTAL ORDINANCE</u>. This ordinance (hereinafter referred to as the "2022 Supplemental Ordinance") is adopted in accordance with Section 21 of the Prior Ordinance (defined below) and pursuant to the authority in Act 94.

- Section 2. <u>DEFINITIONS</u>. Except as hereinafter provided, all terms which are defined in Section 1 of the Prior Ordinance shall have the same meanings in this 2022 Supplemental Ordinance. In addition, whenever used in this 2022 Supplemental Ordinance, except when otherwise indicated by context, the following definitions shall apply to the terms in this 2022 Supplemental Ordinance:
- (a) "Authority" means the Michigan Finance Authority, or any successor agency.
- (b) "Authorized Officer" means the Mayor, City Manager, Finance Director, or Public Utilities Director of the City, or any one or more of them.
- (c) "Bonds" as defined in the Prior Ordinance shall include each series of the Series 2022 Bonds that are being issued on a parity with the Series 2012 Bond and the Series 2020 Bond pursuant to Section 21 of the Ordinance No. 614.
- (d) "Contract Documents" means the Purchase Contract between the City and the Authority, the Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, and the Issuer's Certificate for each series of the Series 2022 Bonds, and such other closing documents required by the Authority for the issuance of each series of the Series 2022 Bonds.
- (e) "Improvements" means the design, acquisition and construction of improvements to the System, consisting of the Water Service Line Improvements and the Water Main Improvements.
- (f) "Issue Date" means the date on which each series of the Series 2022 Bonds are delivered to the original purchaser thereof.
- (g) "Prior Ordinance" means Ordinance No. 614 adopted by the City Council on June 3, 2002, as supplemented by the 2012 Supplemental Ordinance and the 2020 Supplemental Ordinance.
- (h) "Series 2012 Bond" means the Bond authorized in Sections 3 and 4 of the 2012 Supplemental Ordinance issued to refund the Series 2002 Bond issued under the Prior Ordinance.
- (i) "Series 2022 Bonds" means each series of the Bonds authorized in Sections 4 and 5.
- (j) "Tax-Exempt Bonds" means bonds the interest on which is excluded from gross income for federal income tax purposes.
- (k) "Water Main Improvements" means watermain repairs and replacements, including, but not limited to, replacement of the Center Street watermain, rehabilitation of System water distribution storage tanks, standpipes, booster stations, an elevated storage tank, and related facilities, as well as the restoration of property, streets, rights-of-way and easements affected by the improvements, and all other work necessary and incidental to these improvements.
- (I) "Water Service Line Improvements" means replacement of water service lines and related facilities, as well as the restoration of property, streets, rights-of-way and easements affected by the improvements, and all other work necessary and incidental to these improvements.
- (m) "2012 Supplemental Ordinance" means Ordinance No. 736 adopted by the City Council on July 16, 2012.
- (n) "2020 Supplemental Ordinance" means Ordinance No. 736 adopted by the City Council on July 16, 2012.
- Section 3. <u>NECESSITY, PUBLIC PURPOSE</u>. It is hereby determined to be necessary for the public health, safety and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefor prepared by the City's consulting engineers, which are hereby approved.
- Section 4. <u>ESTIMATED COST; PERIOD OF USEFULNESS</u>. The aggregate cost of the Improvements has been estimated not to exceed \$6,704,428, of which the cost of the Water Service Line Improvements have been estimated not to exceed \$4,100,000 and the cost of the Water Main Improvements have been estimated not to exceed \$2,604,428, including the payment of eligible legal,

Draft 9 03-07-2022

engineering, financial and other expenses, which estimate of cost is approved and confirmed. The period of usefulness of the Water Service Line Improvements is estimated to be not less than forty (40) years, and the period of usefulness of the Water Main Improvements is estimated to be not less than thirty (30) years.

Section 5. <u>ISSUANCE OF BONDS</u>. To pay all or a portion of the eligible cost of designing, acquiring, and constructing the Improvements and to pay the eligible legal and financial expenses and all other eligible expenses incidental to the issuance of each series of the Series 2022 Bonds, the City shall borrow the sum of not to exceed \$7,200,000 and issue its revenue bonds in one or more series pursuant to the provisions of Act 94. Each series of the Series 2022 Bonds shall be issued in the aggregate principal sum of not to exceed \$7,200,000, as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the City pursuant to the Contract Documents. The remaining cost of the Improvements, if any, shall be paid from City funds on hand and legally available for such use.

During the time funds are being drawn down by the City under the Series 2022 Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of each series of the Series 2022 Bonds.

Section 6. <u>SERIES 2022 BOND DETAILS</u>. Each series of the Series 2022 Bonds shall be designated "Water Supply System Revenue Bonds" with such appropriate series designation determined by the Authorized Officer. Each series of the Series 2022 Bonds shall be issued as one or more fully registered bonds, shall be sold and delivered to the Authority in the denomination of the principal amount of such series of the Series 2022 Bonds. Each series of the Series 2022 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than forty (40) years after the date of issuance. Each series of the Series 2022 Bonds shall bear interest at a rate of not to exceed 3.00% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Notwithstanding the above, the final amount of any maturity and terms of each series of the Series 2022 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

Section 7. PAYMENT OF SERIES 2022 BONDS; CONFIRMATION OF STATUTORY LIEN. The principal of, premium, if any, and interest on each series of the Series 2022 Bonds shall be payable solely from the Net Revenues, and, to secure such payment from the Net Revenues, the statutory lien upon the whole of the Net Revenues established by Act 94 and the pledge created in Section 5 of the Ordinance No. 614 is hereby confirmed in favor of each series of the Series 2022 Bonds and such lien shall be of equal standing and priority with the Series 2012 Bond and the Series 2020 Bond, but junior and subordinate to the lien of all, if any, subsequently issued Senior Lien Bonds.

Each series of the Series 2022 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

The statutory lien on the Net Revenues with respect to each series of the Series 2022 Bonds will continue until payment in full of the principal of and interest on the applicable series of the Series 2022 Bonds, or until sufficient cash or Sufficient Government Obligations, or a combination thereof, have been deposited in trust for the payment in full of the principal of and interest on each series of the Series 2022 Bonds to maturity, or, if called for redemption, to the date fixed for redemption, together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, or a

Draft 10 03-07-2022

combination thereof, as provided in the previous sentence, the statutory lien shall be terminated with respect to the applicable series of the Series 2022 Bonds, the holder of such series of the Series 2022 Bonds shall have no further rights under the Ordinance except for payment from the deposited funds, and such series of the Series 2022 Bonds shall be considered to be defeased and shall not longer be considered to be outstanding under the Ordinance.

Section 8. <u>STATE REVENUE SHARING PLEDGE</u>. If required by the Authority, as additional security for repayment of each series of the Series 2022 Bonds, the City Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of each series of the Series 2022 Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. <u>PRIOR REDEMPTION</u>. Each series of the Series 2022 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity upon the terms and conditions set forth in the form of Series 2022 Bonds contained in Section 12 hereof.

Section 10. PAYING AGENT AND REGISTRATION.

- (a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond registrar. The initial Paying Agent shall be the City Treasurer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of each series of the Series 2022 Bonds.
- (b) Registration of Bonds. Registration of each series of the Series 2022 Bonds shall be recorded in the registration books of the City to be kept by a Paying Agent. Each series of the Series 2022 Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Series 2022 Bond or Series 2022 Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of any Series 2022 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Series 2022 Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2022 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Series 2022 Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the applicable Series 2022 Bond has been called for redemption.
- (c) Authority's Depository. Notwithstanding any other provision of the Prior Ordinance, this 2022 Supplemental Ordinance or each series of the Series 2022 Bonds, so long as the Authority is the owner of each series of the Series 2022 Bonds: (a) each series of the Series 2022 Bonds shall be payable in lawful money of the United States; (b) each series of the Series 2022 Bonds are payable as to principal, premium, if any, and interest at U. S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (c) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on each series of the Series 2022 Bonds in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 p.m. (noon) on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (d) written notice of any redemption of each series of the Series 2022

Draft 11 03-07-2022

Bonds shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 11. <u>SALE OF BONDS</u>. Each series of the Series 2022 Bonds shall be sold to the Authority by means of a negotiated sale. The City determines that a negotiated sale to the Authority is in the best interest of the City because the terms offered by the Authority are more favorable than those available from other sources of funding.

Section 12. <u>BOND FORM</u>. Each series of the Series 2022 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the City's Bond Counsel and approved by the officers of the City signing each series of the Series 2022 Bonds:

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF SHIAWASSEE

CITY OF OWOSSO WATER SUPPLY SYSTEM REVENUE BOND, SERIES 2022

Interest Rate	<u>Maturity Date</u>	Date of Original Issue
	See Schedule I	, 2022
Registered Owner:	Michigan Finance Authority	
Principal Amount:		

The City of Owosso, Shiawassee County, Michigan (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Water Supply System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the amounts and on the Dates of Maturity set forth on Schedule I herein, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _______ 1, 20___, and semiannually thereafter on the first day of April and October of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy, and the Order of Approval issued by the Department of Environment, Great Lakes and Energy.

Interest on this Bond is payable to the registered owner of record as of the close of business on the 15th day of the month immediately preceding any interest payment as shown on the registration books of the Issuer kept by the Treasurer of the Issuer, as bond registrar and paying agent, by check or draft mailed by the Treasurer of the Issuer to the registered owner at the registered address. Interest on this Bond shall be computed on the basis of a 360-day year comprised of twelve 30-day months. During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide

Draft 12 03-07-2022

the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U. S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Ordinance No. 614 adopted by the City Council of the Issuer on June 30, 2020, as supplemented on July 16, 2012, February 3, 2020, and March 7, 2022 (as supplemented, the "Ordinance"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating bond, and is not a general obligation of the Issuer within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues. This Bond is of equal standing and priority of lien as to the Net Revenues of the System with the City's Water Supply System Revenue Refunding Bond, Series 2012 dated August 8, 2012, the City's Water Supply System Revenue Bond, Series 2020 dated March 27, 2020, and the City's Water Supply System Revenue Refunding Bond, Series 2022___ dated May 6, 2022.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The City has reserved the right, on the conditions stated in the Ordinance, to issue additional bonds of prior and senior or equal standing of priority of lien with this Bond as to the Net Revenues. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such

Draft 13 03-07-2022

additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provided funds to purchase this Bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any charter, constitutional or statutory limitation.

	wosso, Shiawassee County, Michigan, by its City Council, ual or facsimile signatures of its Mayor and City Clerk, all
	Christopher T. Eveleth, Mayor
	Amy K. Kirkland, City Clerk
**************************************	**************************************
For value received, the undersigned her	eby sells, assigns and transfers unto
(please print or type social security number or taxpa	yer identification number and name and address of transferee)
attorn	and does hereby irrevocably constitute and appoint and transfer the within bond on the books kept for
registration thereof, with full power of substitution	n in the premises.
Dated:, 20	The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.
In the presence of:	
Signature(s) must be guaranteed by an eligible of Association recognized signature guaranty programmes.	guarantor institution participating in a Securities Transfer
Signature Guaranteed:	

Draft 14 03-07-2022

EGLE Project No: 5710-01 EGLE Approved Amount: \$

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule that shall be effective upon receipt by the Issuer.

Due Date	Amount of Principal Installment Due

Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of _____% per annum, payable ______ 1, 20___, and semiannually thereafter.

The Issuer agrees that it will deposit with U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

[END OF BOND FORM]

SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF SERIES 2022 Section 13. BONDS. Each series of the Series 2022 Bonds shall be sold at a private, negotiated sale to the Authority, as authorized by Act 227, Public Acts of Michigan, 1985, as amended. The City Council determines that the sale and delivery of each series of the Series 2022 Bonds to the Authority as provided in this 2022 Supplemental Ordinance will provide the City with the lowest cost of borrowing money for the Improvements. The sale shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") related to each series of the Series 2022 Bonds. The Authorized Officer is authorized to execute and deliver the Supplemental Agreement and the Purchase Contract in such forms as shall be approved by the Authorized Officer, with such approval to be evidenced by the Authorized Officer's signature thereon. Notwithstanding any other provision of this 2022 Supplemental Ordinance, each series of the Series 2022 Bonds shall be initially sold to the Authority as one bond, numbered 1, in the aggregate principal amount of not to exceed the original principal amount of the Series 2022 Bonds. In addition, the Authorized Officer and other City employees and officials are authorized to execute and deliver to the Authority and such certificates and documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and

Draft 15 03-07-2022

exchange of each series of the Series 2022 Bonds in accordance with the provisions of this 2022 Supplemental Ordinance. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any revenue sharing pledge agreement. The Authorized Officer is authorized to seek a credit assessment, or similar, from Standard & Poor's or another nationally recognized rating organization and to execute and file any applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities and any other applications to the Michigan Department of Treasury.

- Section 14. <u>TAX COVENANT</u>. If any of the Series 2022 Bonds are issued as Tax-Exempt Bonds, the City covenants to comply with all requirements of the Code necessary to assure that the interest on such Series 2022 Bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary to assure that the interest on the applicable series of the Series 2022 Bonds will be and will remain excludable from gross income for federal income tax purposes.
- Section 15. <u>EXECUTION OF BONDS</u>. The Mayor or the Mayor Pro Tem, and the Clerk or Deputy Clerk of the City, are hereby authorized and directed to sign each series of the Series 2022 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, each series of the Series 2022 Bonds shall be delivered to the purchaser upon receipt of the purchase price or upon compliance with the terms and conditions of the Purchase Contract.
- Section 16. <u>CONSTRUCTION FUND</u>. The City Treasurer is hereby directed to create and maintain a construction fund for the Improvements (the "Construction Fund"), into which the proceeds of each series of the Series 2022 Bonds shall be deposited. Such moneys shall be used solely for the purpose for which each series of the Series 2022 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2022 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.
- Section 17. <u>SERIES 2022 BOND PROCEEDS</u>. The proceeds of the sale of each series of the Series 2022 Bonds shall be used solely to pay the eligible costs of the Improvements and any eligible engineering, legal and other expenses incident thereto; provided that the City Council shall not authorize the payment of any such moneys for acquisition and construction of any part of the Improvements until there shall have been first filed with it by the consulting engineer in charge of such work, a written statement to the effect that the sum so to be paid is in full or partial payment of a contractual obligation in connection with the Improvements and that the City has received the consideration for such payment. The statement of the consulting engineer shall also show the cost of acquisition and construction of the Improvements that has theretofore been approved by him for payment and the amount of the balance that will be required for completion of the Improvements.
- Section 18. <u>PUBLICATION AND RECORDATION</u>. This 2022 Supplemental Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the City Clerk.
- Section 19. ORDINANCE SUBJECT TO MICHIGAN LAW. The provisions of this 2022 Supplemental Ordinance are subject to the laws of the State of Michigan.
- Section 20. <u>SECTION HEADINGS</u>. The section headings in this 2022 Supplemental Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this 2022 Supplemental Ordinance.

Draft 16 03-07-2022

Section 21. <u>SEVERABILITY</u>. If any section, paragraph, clause or provision of this 2022 Supplemental Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this 2022 Supplemental Ordinance.

Section 22. RATIFICATION OF PRIOR ORDINANCE; CONFLICTING ORDINANCES. The Prior Ordinance, as supplemented by this 2022 Supplemental Ordinance, is hereby ratified and confirmed. All ordinances or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Series 2012 Bond, the Series 2020 Bond or any series of the Series 2022 Bonds.

Section 23. <u>EFFECTIVE DATE OF ORDINANCE</u>. Pursuant to Section 6 of Act 94, this 2022 Supplemental Ordinance shall be approved on the date of first reading, and this 2022 Supplemental Ordinance shall be effective immediately upon its adoption and publication pursuant to Act 94.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Pidek, Haber, Fear, Law, Mayor Pro-Tem Osika, Councilmember Teich,

and Mayor Eveleth.

NAYS: None.

Master Plan Implementation Goals: 3.4, 3.7

Property Sale - 10.85 acres of VL off Penbrook Drive

City Manager Henne noted the Development Agreement for the sale had been updated to include a 180-day due diligence period for the buyer.

Councilmember Teich asked why the due diligence period is so long. SEDP president Justin Horvath stepped up to explain that the developers need a deeper understanding of the property because it's a brand new development. He said he didn't feel it was an unreasonable amount of time and the buyer could be ready to proceed before the 180-day period expires.

Councilmember Teich inquired about background checks for these sorts of projects. Mr. Horvath indicated that the developer, Wirt Rivette, is a well-established firm and they have completed other projects in the area. They are currently finishing a similar apartment development in Holland, Michigan and are looking to recreate that development here in Owosso, and he would feel comfortable recommending them for this project.

Motion by Councilmember Teich to approve the sale of 10.85 acres of city-owned vacant property off Penbrook Drive to MOXIE Development, LLC in the amount of \$50,000.00 and further approve a development agreement spelling out the rights of the parties involved as detailed below:

RESOLUTION NO. 38-2022

APPROVING A PROPERTY SALE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OWOSSO AND MOXIE DEVELOPMENT, LLC FOR 10.85 ACRES OF VACANT CITY-OWNED RESIDENTIAL PROPERTY LOCATED OFF PENBROOK DRIVE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, received an offer to purchase parcel # 050-549-000-008-00 for \$50,000 on January 31, 2022 from MOXIE Development, LLC; and

Draft 17 03-07-2022

WHEREAS, the City of Owosso published the offer for twenty-one days in accordance with City Charter provisions governing sale of City-owned real estate; and

WHEREAS, the 21-day posting period has expired with no additional offers submitted; and

WHEREAS, the property is currently zoned Residential Multi Family RM-1; and

WHEREAS, MOXIE Development, LLC desires to develop a 120 unit apartment complex on the property; and

WHEREAS, the City of Owosso desires to grant MOXIE Development, LLC exclusive rights to build said apartment development.

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

FIRST: The City of Owosso agrees to sell parcel #050-549-000-008-00 to MOXIE Development,

LLC for the sum of Fifty Thousand Dollars (\$50,000.00), due at the time of closing.

SECOND: The development agreement between the City of Owosso and MOXIE Development,

LLC, substantially as attached, is hereby approved, including the exclusive right of MOXIE Development, LLC to develop, market, and sell or lease the resulting finished

development located within the City of Owosso.

THIRD: Construction – to include site preparation – of the property shall commence within 2

years or the City of Owosso has the option to repurchase the site for the purchase price

of \$50,000.00.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Haber, Law, Pidek, Fear, Mayor Pro-Tem Osika, Councilmember Teich,

and Mayor Eveleth.

NAYS: None.

Master Plan Implementation Goals: 1.9, 5.6, 5.11, 7.4

Single Audit Act Compliance

Motion by Councilmember Pidek to approve the following resolution accepting and placing on file the City of Owosso Federal Single Audit for the Fiscal Year Ended June 30, 2021:

RESOLUTION NO. 39-2022

RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO SINGLE AUDIT ACT COMPLIANCE FOR THE FISCAL YEAR ENDED JUNE 30, 2021

WHEREAS, the Owosso City Charter requires an independent audit be made of all accounts of the city government at the close of each fiscal year per Section 8.14; and

Draft 18 03-07-2022

WHEREAS, the city of Owosso is required by the laws of the state of Michigan to annually have an independent audit performed in accordance with generally accepted auditing standards; and

WHEREAS, the city of Owosso is required by Title 2 US Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, to complete a single audit when more than \$750,000 of federal funding is received in a fiscal year; and

WHEREAS, the city of Owosso employed Gabridge & Company PLC, certified public accountants, to audit the financial records of the city of Owosso for the fiscal year ending June 30, 2021, including the preparation of a single audit, and such audit has been completed and is presented this date to the city council.

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

FIRST: The City of Owosso, Single Audit Act Compliance for the Fiscal Year Ended June 30,

2021, attached hereto and made a part hereof as Exhibit A, is hereby accepted and

placed on file.

SECOND: A copy of the City of Owosso, Single Audit Act Compliance for the Fiscal Year Ended

June 30, 2021 will be maintained on file in the office of the city clerk for public

examination, a copy will be placed in the Shiawassee District Library Owosso Branch for public examination, and copies will be sent to those required by law and agreement.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmember Fear, Mayor Pro-Tem Osika, Councilmembers Teich, Pidek, Haber, Law,

and Mayor Eveleth.

NAYS: None.

Small Cell Wireless Facilities Permit – 216 E. Exchange Street

Motion by Councilmember Pidek to approve the Small Cell Wireless Facilities Permit application from Verizon Wireless for the colocation of a new small cell wireless facility on an existing Consumers Energy utility pole at 216 East Exchange Street as follows:

RESOLUTION NO. 40-2022

GRANTING A SMALL CELL WIRELESS FACILITIES PERMIT
BY THE CITY OF OWOSSO TO VERIZON WIRELESS FOR
INSTALLATION AND COLOCATION OF A SMALL CELL WIRELESS FACILITY ON AN
EXISTING CONSUMERS ENERGY UTILITY POLE IN THE CITY'S RIGHT-OF-WAY

Whereas, on February 9, 2022 the city of Owosso received a Small Cell Wireless Facilities permit application from Verizon Wireless, 24242 Northwestern Hwy., Southfield, Michigan, 48075; and

Whereas, as provided for under the Small Cell Wireless Communications Facilities Deployment Act, Act 365 of 2018, and City of Owosso Ordinance No. 813 adopted on November 2, 2020, Verizon Wireless is seeking a Small Cell Wireless Facilities Permit to collocate a small cell facility on an existing Consumers Energy utility pole in the city's right-of-way in accordance with plans as submitted.

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

FIRST: The city of Owosso hereby grants a Small Cell Wireless Facilities Permit to Verizon

Wireless under the terms and conditions set forth in the permit. Said permit grants to Verizon Wireless the colocation of the small cell wireless facility on a Consumers Energy utility pole as permitted within the city's right-of-way at 216 East Exchange Street.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

Eveleth.

NAYS: None.

Master Plan Implementation Goals: 1.17, 5.15

Citizen Participation Plan Update

Councilmember Pidek asked when the City last utilized a community satisfaction event survey. City Manager Henne noted that there haven't been any community events in the last couple of years due to COVID. He went on to say that surveys were used when the Master Plan was updated. Mayor Eveleth and Councilmember Fear also noted that surveys were used by the Planning Commission during their marijuana workshops and the meeting the City held about trash collection.

Motion by Mayor Pro-Tem Osika to authorize adoption of the updated Citizen Participation Plan, originally approved in October 2017, as required by the Michigan Economic Development Corporation Redevelopment Ready Communities Program as follows:

RESOLUTION NO. 41-2022

UPDATING THE CITIZEN PARTICIPATION PLAN FOR GRANT PURPOSES

WHEREAS, the city of Owosso wishes to participate in various state and federal funding opportunities for redevelopment purposes; and

WHEREAS, the Department of Housing and Urban Development (HUD), through the auspices of the Michigan Economic Development Corporation (MEDC) has Community Development Block Grant (CDBG) funding programs available; and

WHEREAS, CDBG funding can help eliminate blight through the rehabilitation of obsolete properties, and the City wishes to avail itself of said funding to help property owners rehabilitate properties; and

WHEREAS, to become eligible for CDBG funding the city of Owosso is required to create, implement and update every five (5) years, a citizen participation plan that meets regulations set forth by HUD and the MEDC; and

WHEREAS, such a plan was created, approved, and implemented in 2017 and the city must now update the plan to incorporate various citizen participation activities and engagement procedures.

NOW, THEREFORE, BE IT RESOLVED, that the Owosso City Council approves the Owosso Citizen Participation Plan this Monday, March 7, 2022 as attached.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Law, Teich, Fear, Mayor Pro-Tem Osika, Councilmembers Pidek, Haber,

and Mayor Eveleth.

NAYS: None.

Master Plan Implementation Goals: 1.1, 1.13, 4.10

Water & Sewer Rate Proposal 2022-2027

City Manager Henne introduced the topic saying staff had been working with Baker Tilly for the last 8 months studying the financial condition of the City's utilities and developing a five-year financial plan for them, including rates. He noted that past rate proposals have typically had a one to two-year life cycle, but they would like to get in the habit of adopting longer range plans, hence the five-year proposal before Council this evening.

Andy Campbell, CPA with consulting firm Baker Tilly, presented the comprehensive study of the financial condition of the City's water and sewer systems, along with their recommendations for rates for the next five years (they too prefer taking a long-term approach with utility rates). Mr. Campbell explained that while the City has historically done a good job of keeping its utility systems in decent financial shape it needs to make significant capital investments in both the water and sewer systems in the next several years to maintain them properly, necessitating a sizable increase in rates. He went on to detail how they performed their studies, collected feedback from everyone on the team, and explored various options looking for the best way to finance the necessary improvements before reaching their final recommendation.

The Council briefly recessed from 8:54 p.m. until 9:04 p.m.

Upon their return, Mr. Campbell picked up where he left off laying out different options available to Council that would cover all of the necessary maintenance costs that will be incurred in the next 5 years. In regard to the water system, he noted that the City is looking to invest approximately \$30,000,000 in the system over the course of the next five years, much of which is necessary thanks to the state's Lead & Copper Rule. Investments will be paid for using a balance of cash, debt, and grants. Due to the level of investment needed a loan of \$750,000 will also be necessary. Mr. Campbell laid out two options for the loan: use \$750,000 in ARPA funds or receive a loan from the General Fund.

Moving on to the sewer system, Mr. Campbell noted that the level of investment needed is significant here as well with approximately \$24,000,000 in investment over the next five years, though the need is not quite as immediate as that with the water system. This would allow Council the option of either increasing sewer rates in one step, or spreading it out over 2 years.

There was significant discussion among Council. They spoke about the effects of unfunded mandates by the state, their desire not to kick the maintenance can down the road any further, possible alternate sources of funding that might lessen the necessary rate increases, setting more money aside each year for future maintenance costs, and not wanting to pile on to residents already experiencing inflationary pressures.

Motion by Councilmember Teich to approve the following resolution setting water and sewer rates for the fiscal years beginning July 1, 2022 through June 30, 2027. \$750,000 in ARPA funds will be used to help soften the blow of the 14.4% rate increase in the first year on the water system side. Water rates in years

2-5 will then see a 3% increase each year. Sewer rates will be increased by a total of 39.6% over years one and two, with 3% increases in years 3-5 as follows:

RESOLUTION NO. 42-2022

WATER AND SEWER RATE SCHEDULE FOR THE CITY FISCAL YEARS BEGINNING JULY 1, 2022 THROUGH JUNE 30, 2027

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the revised rate schedule for water and sewer service shall be in effect for the City fiscal years 2022 – 2027 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal bill date of June 30th, covering the quarter from April to June, shall be billed under the previous rate schedule. Rates for future fiscal years will become effective on July 1st of the fiscal year noted. All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

I. QUARTERLY WATER AND SEWER RATES

In-town quarterly water service charges consist of: a demand charge based on water meter size, a capital charge dedicated for water main replacement, and a metered usage charge (see tables below for appropriate fiscal year). One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

Quarterly sewer charges consist of a demand charge based on the water meter size (see table below) and a sewer usage charge based on metered water consumption. The City has no retail out-of-town sewer service.

Bills are issued on a quarterly basis and, if not paid by the due date as shown on the billing, a late payment charge of ten percent (10%) of the current amount due may be added for failure to make prompt payment.

A. POTABLE WATER SERVICE

QUARTERLY WATER SERVICE CHARGES CONSIST OF:

In-town: In-town Water Usage Charge – charged per meter unit

In-town Water Demand Charge – based on water meter size

+ Capital Charge - based on water meter size

TOTAL IN-TOWN QUARTERLY WATER SERVICE CHARGES

Out-of-town: Out-of-town Water Usage Charge - charged per meter unit

Out-of-town Water Demand Charge – based on water meter size
 TOTAL OUT-OF-TOWN QUARTERLY WATER SERVICE CHARGES

Consult the chart below with the appropriate fiscal year to determine applicable charges:

WATER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023					
Meter	In-town	In-town	In-town	Out-of-town	Out-of-town
Size	Usage	Demand	Capital	Usage	Demand

	Charge	Charge	Charge	Charge	Charge
5/8"	\$3.15	\$41.00	\$27.00	\$6.30	\$82.00
3/4"	\$3.15	\$61.50	\$40.50	\$6.30	\$123.00
1"	\$3.15	\$102.50	\$67.50	\$6.30	\$205.00
1.5"	\$3.15	\$205.00	\$135.00	\$6.30	\$410.00
2"	\$3.15	\$328.00	\$216.00	\$6.30	\$656.00
3"	\$3.15	\$615.00	\$405.00	\$6.30	\$1,230.00
4"	\$3.15	\$1,025.00	\$675.00	\$6.30	\$2,050.00
6"	\$3.15	\$2,050.00	\$1.350.00	\$6.30	\$4,100,00

WA	WATER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024				
	In-town	In-town	In-town	Out-of-town	Out-of-town
Meter	Usage	Demand	Capital	Usage	Demand
Size	Charge	Charge	Charge	Charge	Charge
5/8"	\$3.24	\$42.23	\$27.81	\$6.49	\$84.46
3/4"	\$3.24	\$63.35	\$41.72	\$6.49	\$126.69
1"	\$3.24	\$105.58	\$69.53	\$6.49	\$211.15
1.5"	\$3.24	\$211.15	\$139.05	\$6.49	\$422.30
2"	\$3.24	\$337.84	\$222.48	\$6.49	\$675.68
3"	\$3.24	\$633.45	\$417.15	\$6.49	\$1,266.90
4"	\$3.24	\$1,055.75	\$695.25	\$6.49	\$2,111.50
6"	\$3.24	\$2,111.50	\$1,390.50	\$6.49	\$4,223.00

WA [*]	WATER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2024 – JUNE 30, 2025				
	In-town	In-town	In-town	Out-of-town	Out-of-town
Meter	Usage	Demand	Capital	Usage	Demand
Size	Charge	Charge	Charge	Charge	Charge
5/8"	\$3.34	\$43.50	\$28.64	\$6.68	\$86.99
3/4"	\$3.34	\$65.25	\$42.97	\$6.68	\$130.49
1"	\$3.34	\$108.74	\$71.61	\$6.68	\$217.48
1.5"	\$3.34	\$217.48	\$143.22	\$6.68	\$434.97
2"	\$3.34	\$347.98	\$229.15	\$6.68	\$695.95
3"	\$3.34	\$652.45	\$429.66	\$6.68	\$1,304.91
4"	\$3.34	\$1,087.42	\$716.11	\$6.68	\$2,174.85
6"	\$3.34	\$2,174.85	\$1,432.22	\$6.68	\$4,349.69

WA	WATER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2025 – JUNE 30, 2026				
	In-town	In-town	In-town	Out-of-town	Out-of-town
Meter	Usage	Demand	Capital	Usage	Demand
Size	Charge	Charge	Charge	Charge	Charge
5/8"	\$3.44	\$44.80	\$29.50	\$6.88	\$89.60
3/4"	\$3.44	\$67.20	\$44.26	\$6.88	\$134.41
1"	\$3.44	\$112.00	\$73.76	\$6.88	\$224.01
1.5"	\$3.44	\$224.01	\$147.52	\$6.88	\$448.02
2"	\$3.44	\$358.41	\$236.03	\$6.88	\$716.83
3"	\$3.44	\$672.03	\$442.55	\$6.88	\$1,344.05
4"	\$3.44	\$1,120.05	\$737.59	\$6.88	\$2,240.09
6"	\$3.44	\$2,240.09	\$1,475.18	\$6.88	\$4,480.18

WA	WATER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2026 – JUNE 30, 2027					
	In-town	In-town	In-town	Out-of-town	Out-of-town	
Meter	Usage	Demand	Capital	Usage	Demand	
Size	Charge	Charge	Charge	Charge	Charge	
5/8"	\$3.55	\$46.15	\$30.39	\$7.09	\$92.29	
3/4"	\$3.55	\$69.22	\$45.58	\$7.09	\$138.44	

1"	\$3.55	\$115.36	\$75.97	\$7.09	\$230.73
1.5"	\$3.55	\$230.73	\$151.94	\$7.09	\$461.46
2"	\$3.55	\$369.17	\$243.11	\$7.09	\$738.33
3"	\$3.55	\$692.19	\$455.83	\$7.09	\$1,384.38
4"	\$3.55	\$1,153.65	\$759.72	\$7.09	\$2,307.29
6"	\$3.55	\$2,307.29	\$1,519.44	\$7.09	\$4,614.59

For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge for a 5/8" meter as a separate/additional metered service on a year round basis.

The demand charge for multiple residential units served by a single water meter shall be based on actual meter size provided the meter meets the minimum size requirement per the following table:

Number of Apartments	Minimum Meter Size
1 - 3	5/8"
4 - 7	3/4"
8 - 11	1"
12 - 15	1.5"
16 - 24	2"
24 - 48	3"
Over 48	4"

B. SEWER SERVICE

QUARTERLY SEWER SERVICE CHARGES CONSIST OF:

For residential customers <u>without metered water service</u>, the quarterly sewer service charge can be found in the table below:

QUARTERLY SEWER SERVICE CHARGE FOR RESIDENTIAL CUSTOMERS WITHOUT METERED WATER SERVICE PER RESIDENTIAL UNIT				
Fiscal Year	Cost			
2022-23	\$132.39			
2023-24	\$156.58			
2024-25	\$161.28			
2025-26	\$166.12			
2026-27	\$171.10			

Or

Sewer Usage Charge – charged per meter unit + Sewer Demand Charge – based on water meter size TOTAL QUARTERLY SEWER SERVICE CHARGES

Consult the chart below with the appropriate fiscal year to determine applicable charges:

SEWER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023				
Meter Sewer Sewer				

SEWER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024			
Meter Sewer Sewer			

Draft 24 03-07-2022

Size	Usage Charge	Demand Charge
5/8"	\$4.00	\$38.00
3/4"	\$4.00	\$57.00
1"	\$4.00	\$95.00
1.5"	\$4.00	\$190.00
2"	\$4.00	\$304.00
3"	\$4.00	\$570.00
4"	\$4.00	\$950.00
6"	\$4.00	\$1,900.00

Size	Usage Charge	Demand Charge	
5/8"	\$4.95	\$41.00	
3/4"	\$4.95	\$61.50	
1"	\$4.95	\$102.50	
1.5"	\$4.95	\$205.00	
2"	\$4.95	\$328.00	
3"	\$4.95	\$615.00	
4"	\$4.95	\$1,025.00	
6"	\$4.95	\$2,050.00	

SEWER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025			
Meter Size	Sewer Usage Charge	Sewer Demand Charge	
5/8"	\$5.10	\$42.23	
3/4"	\$5.10	\$63.35	
1"	\$5.10	\$105.58	
1.5"	\$5.10	\$211.15	
2"	\$5.10	\$337.84	
3"	\$5.10	\$633.45	
4"	\$5.10	\$1,055.75	
6"	\$5.10	\$2,111.50	

SEWER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026			
Sewer Usage Size Charge		Sewer Demand Charge	
5/8"	\$5.25	\$43.50	
3/4"	\$5.25	\$65.25	
1"	\$5.25	\$108.74	
1.5"	\$5.25	\$217.48	
2"	\$5.25	\$347.98	
3"	\$5.25	\$652.45	
4"	\$5.25	\$1,087.42	
6"	\$5.25	\$2,174.85	

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Consult the

Quarterly

SEVER SERVISE STARGES I SIX			
FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027			
	Sewer		
METER	Usage	Demand	
SIZE	Charge	Charge	
5/8"	\$5.41	\$44.80	
3/4"	\$5.41	\$67.20	
1"	\$5.41	\$112.00	
1.5"	\$5.41	\$224.01	
2" \$5.41		\$358.41	
3"	\$5.41	\$672.03	
4"	\$5.41	\$1,120.05	
6"	\$5.41	\$2,240.09	
SDDINKI ED SEDVICE CHADGES EOD			

SEWER SERVICE CHARGES FOR

PROTECTION SERVICE

chart below with the current fiscal year to determine the appropriate Water Charge for Sprinkler Service:

SPRINKLER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2022 – JUNE 30, 2023					
	In-town In-town Out-of-Town				
RISER	Demand	Capital	Demand		
SIZE	Charge	Charge	Charge		
3"	\$41.00	\$27.00	\$82.00		
4"	\$61.50	\$40.50	\$123.00		
6"	\$102.50	\$67.50	\$205.00		
8"	\$205.00	\$135.00	\$410.00		
10"	\$328.00	\$216.00	\$656.00		

SPRINKLER SERVICE CHARGES FOR					
F	FISCAL YEAR JULY 1, 2023 – JUNE 30, 2024				
In-town In-town Out-of-Town					
RISER	RISER Demand Capital Demand				
SIZE	SIZE Charge Charge Charge				
3"	\$42.23	\$27.81	\$84.46		

4"	\$63.35	\$41.72	\$126.69
6"	\$105.58	\$69.53	\$211.15
8"	\$211.15	\$139.05	\$422.30
10"	\$337.84	\$222.48	\$675.68

SPRINKLER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2024 – JUNE 30, 2025					
	In-town In-town Out-of-Town				
RISER	Demand	Capital	Demand		
SIZE	Charge	Charge	Charge		
3"	\$43.50	\$28.64	\$86.99		
4"	\$65.25	\$42.97	\$130.49		
6"	\$108.74	\$71.61	\$217.48		
8"	\$217.48	\$143.22	\$434.97		
10"	\$347.98	\$229.15	\$695.95		

SPRINKLER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2025 – JUNE 30, 2026					
	In-town	In-town	Out-of-Town		
RISER	Demand	Capital	Demand		
SIZE	Charge	Charge	Charge		
3"	\$44.80	\$29.50	\$89.60		
4"	\$67.20	\$44.26	\$134.41		
6"	\$112.00	\$73.76	\$224.01		
8"	\$224.01	\$147.52	\$448.02		
10"	\$358.41	\$236.03	\$716.83		

SPRINKLER SERVICE CHARGES FOR FISCAL YEAR JULY 1, 2026 – JUNE 30, 2027					
	In-town	In-town	Out-of-Town		
RISER	Demand	Capital	Demand		
SIZE	Charge	Charge	Charge		
3"	\$46.15	\$30.39	\$92.29		
4"	\$69.22	\$45.58	\$138.44		
6"	\$115.36	\$75.97	\$230.73		
8"	\$230.73	\$151.94	\$461.46		
10"	\$369.17	\$243.11	\$738.33		

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of \$170.00.

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of \$60.00.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of \$12.00 per thousand gallons with a \$60.00 minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of \$12.00 per thousand gallons plus actual labor and equipment costs.

For customers who do not prepay a \$12 service charge shall apply for invoicing.

(Note: These charges do not apply to water supplied for fire fighting).

IV. INCREMENTAL WATER AND SEWER USAGE CHARGES FOR BILLING ADJUSTMENTS RELATED TO PLUMBING LEAKS

The incremental water and sewer usage charges shall be 50% of the normal usage charge. These incremental usage rates are for the purpose of making adjustments to significantly high bills attributable to plumbing leaks and may be applied in accordance with Guidelines separately approved by the Owosso City Council.

V. EXTRA STRENGTH WASTEWATER SURCHARGES

Extra strength wastewater surcharges shall apply to those users of the City wastewater treatment system approved for the discharge of extra strength wastewater in accordance with Section 34-170 of the Owosso City Code. The surcharge rate shall be applied to loadings in excess of the base or normal strength loading.

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

<u>PARAMETER</u>	<u>BASE</u>	<u>SURCHARGE</u>
BOD-5	220 MG/L	\$0.15/pound in excess of base
TSS	300 MG/L	\$0.24/pound in excess of base
TP	10 MG/L	\$2.10/pound in excess of base
NH3-N	20 MG/L	\$1.12/pound in excess of base

(Note: BOD-5 = Biochemical Oxygen Demand; TSS = Total Suspended Solids; TP = Total Phosphorous; NH3-N = Ammonia Nitrogen; MG/L = Milligrams per Liter)."

Motion supported by Councilmember Fear.

Roll Call Vote.

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

Eveleth.

NAYS: None.

Master Plan Implementation Goals: 3.4

COMMUNICATIONS

Baker Tilly. 2022-2027 Owosso Water & Sewer Rate Proposal.

Brad A. Barrett, Finance Director. Monthly Financial Reports – January 2022.

Kevin D. Lenkart, Public Safety Director. February 2022 Fire/EMS Report.

Downtown Development Authority/Main Street. Minutes of February 9, 2022.

Parks & Recreation Commission. Minutes of February 23, 2022.

Planning Commission. Minutes of February 28, 2022.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, wondered why the Council didn't discuss the sanitary sewer overflow (SSO) problem, asking if Council was intending to kick that can down the road.

Eddie Urban, 601 Glenwood Avenue, noted that a neighbor had cleaned up the dog waste that was left in his yard by an unknown dog.

Mayor Eveleth noted that there have been some recent SSOs into the river, but the City of Owosso has not been the source. He asked the City Manager for more detail on what has been done to mitigate the problem. City Manager Henne indicated that last year's headworks project at the WWTP made a large impact on the SSO issue, with no overflows occurring since the project took place. He went on to note that the City has only had 1 overflow into the river in the last year and it was only 4,000 gallons, marking a significant reduction in the size of the overflows as well.

Councilmember Fear asked about the status of the EV charger. Mayor Pro-Tem Osika said they are both supposed to be up and running, though she is not sure why one of the units is not lit at this time. Councilmember Fear followed up asking if there had been any use of the stations. Mayor Pro-Tem Osika noted that the DDA should be getting a report on the use soon.

NEXT MEETING

Monday, March 21, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022 Building Board of Appeals – Alternate - term expires June 30, 2022 Building Board of Appeals – Alternate - term expires June 30, 2024 Downtown Historic District Commission – term expires June 30, 2022 Owosso Historical Commission – 2 terms expire December 31, 2023 Planning Commission – term expires June 30, 2022 Zoning Board of Appeals – Alternate – term expires June 30, 2024 Zoning Board of Appeals – term expires June 30, 2023

Motion by Councilmember Fear for adjournment at 9:56 p.m.

ADJOURNMENT

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

Christopher T. Eveleth, Mayor	
ormotopher in Evelour, mayer	
Amy K. Kirkland, City Clerk	

Draft 28 03-07-2022

^{*}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 23, 2022

TO: City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Proposed Mobile Food Vending Ordinance

RECOMMENDATION:

City Staff, the OMS/DDA and the Parks & Recreation Commission support the Mobile Food Vending Ordinance as drafted and recommend the City Council proceed forward with the public hearing and adoption.

BACKGROUND:

Currently, the City of Owosso does not have an ordinance that regulates Mobile Food Vending (aka Food Trucks). In recent months, an interest has been expressed to pursue adoption of such an ordinance. This ordinance would allow these establishments in the downtown business area, including city parking lots, and allow food trucks in city parks.

Areas of mention:

- 1. This is being presented as a stand-alone ordinance and not a part of the City's Zoning Ordinance as this predominantly applies to public property.
- 2. Department heads and City Attorney reviews were completed. All are in support of the ordinance.
- 3. OMS/DDA supports this ordinance (see enclosed memorandum and resolution).
- 4. Parks and Recreation Commission supports this ordinance (see enclosed minutes from their January 26, 2022 meeting).
- 5. Permits are required (see enclosed application).
- 6. Permits will be issued for 6 month intervals (May through October and November through April). As we will most likely see the majority of food trucks here during the summer months, we added the winter months for those that would be present year round. Example: private property lots in the downtown area where a food truck court could exist year round. (On a side note, year round on private property lots would require further approvals such as site plan reviews and building/trades reviews and permits).
- 7. See enclosed Checklist and Map of the downtown parking lots where food trucks would be allowed and how many in each lot.
- 8. Festivals and events take precedence and the owner of the vending unit would need to obtain approval from the festival/event coordinator.

FISCAL IMPACTS:

There will be a small fiscal impact depending on how many units will be in town and the permit fees collected.

ORDINANCE NO.

APPROVING ADDITION OF CHAPTER 16.8, <u>MOBILE FOOD VENDING</u>, TO THE CODE OF ORDINANCES TO ESTABLISH REGULATIONS GOVERNING MOBILE FOOD VENDORS

WHEREAS, the City of Owosso, Shiawassee County, Michigan currently does not regulate the operation of mobile food vendors (food trucks), nor does it allow the operation of said vendors on public property; and

WHEREAS, interest in mobile food vendors has grown in the past few years, providing a vibrant food scene for residents and attracting entrepreneurs to the community; and

WHEREAS, in response to this interest the City has developed an ordinance to govern the conduct of mobile food vendors, allow their operation on public property, and protect the City's existing brick and mortar restaurants; and

WHEREAS, the proposed ordinance has been vetted by, and received the support of, the DDA/OMS Board, the Parks & Recreation Commission, and City staff; and

WHEREAS, the City Council held a public hearing to receive citizen comment March 21, 2022, heard all interested persons, and deliberated on the proposed ordinance.

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

SECTION 1. ADDITION. That Chapter 16.8, Mobile Food Vending, shall be added to the Code of Ordinances of the City of Owosso as follows:

CHAPTER 16.8, MOBILE FOOD VENDING

Article I. - In General

Sec. 16.8-1. - Purpose.

This chapter is established to enable mobile food vending on public and private property. This chapter is enacted on the basis that mobile food vending can add to the vibrancy and desirability of Owosso. This chapter also provides a framework under which vendors are required to operate mobile food vending units.

Sec. 16.8-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Mobile Food Vending shall mean vending, serving, or offering for sale food and/or beverages from a Mobile Food Vending Unit which meets the definition of a Food Service Establishment under Public Act 92 of 2000. Vending may include the ancillary sales of non-food paraphernalia related to the Mobile Food Vending Unit.

Mobile Food Vending Unit shall mean any readily movable motorized wheeled vehicle or non-motorized towed vehicle designed and equipped to prepare, serve, and sell food and/or beverages.

Operate shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the Mobile Food Vending Unit is open for business.

Vendor shall mean any individual engaged in Mobile Food Vending; if more than one individual is operating a single Mobile Food Vending Unit, then Vendor shall mean all individuals operating such a single Mobile Food Vending Unit.

Sec. 16.8-3. - Permit required.

- a) No vendor shall engage in Mobile Food Vending without a permit from the building department authorizing such vending. The building department shall prescribe the form of such permits and the application for such permit. All permits shall be predominantly displayed on the mobile food vending unit. No vending through a Mobile Food Vending Unit of food and/or other human consumables shall be permitted unless it meets the definition of Mobile Food Vending as defined by this ordinance.
- b) Permits may be issued by the building department for Six (6) month intervals being May through October and November through April. Any permit issued under this Chapter is non-transferable.
- c) Every vendor desiring to engage in Mobile Food Vending shall make a written application to the building department for a permit under this Chapter. The applicant shall truthfully state, in full, all information requested by the building department and shall provide all documentation, such as proof of insurance, as required by the city.
- d) An application for a permit under this Chapter shall be accompanied by a fee in the amount established by resolution of the City Council. There shall be no proration of fees. Fees are nonrefundable once a permit has been issued by the building department. No fee shall be charged to any honorably discharged veteran of the United State Military who is a resident of the State of Michigan and submits official documentation evidencing such to the building department. If operating on non-city property, no fee shall be charged to a business which is on the city's tax rolls whose normal business includes the sale of food and/or beverages. No one shall hire or subcontract such vendors in an attempt to evade the provisions of this Chapter.
- A permit obtained under this Chapter shall not relieve any vendor of the responsibility for obtaining any other permit, or authorization required by any other ordinance, statute or administrative rule.

Article II. - Requirements

Sec. 16.8-4. - Private property.

Mobile Food Vending may be permitted on private property only in the following districts as indicated on the City of Owosso Zoning Map: B-1 Local Business, B-2 Planned Shopping Center, B-3 Central Business, B-4 General Business, OS-1 Office Service, and P-1 Vehicular Parking. Written permission from the property owner must be provided at the time of application.

Sec. 16.8-5. - Public property.

- a) Mobile Food Vending may be permitted within Owosso City Parks during the hours of 5:00 a.m. and 11:00 p.m.
- b) Mobile Food Vending may be permitted within parking lots or spaces owned or controlled by the City of Owosso.
 - 1) Any Mobile Food Vending Unit with a valid permit may park in a city owned or controlled parking lot or space for the duration authorized by the permit.
 - 2) Mobile Food Vending Units shall not be restricted to the hours where parking would otherwise be allowed in the particular parking lot or space.
 - 3) Mobile Food Vending Units shall be prohibited from city owned or controlled parking areas where parking is prohibited altogether.

c) Any Mobile Food Vending Unit located on a public street, including on-street parking areas, shall be required to obtain a Traffic Control Order and City Council authorization

Sec. 16.8-6. - General requirements for private and public property.

- a) Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributed to the vendor on a daily basis.
- b) No use of any flashing or blinking lights or strobe lights; all exterior lights over 60 watts shall contain opaque, hood shields or direct the illumination downward.
- c) No use of loud music, amplification devices or "crying out" or any other audible methods to gain attention which causes a disruption or safety hazard as determined by the City.
- d) Comply with the city's Noise Ordinance, Sign Ordinance and all other City ordinances.
- e) Comply with all applicable federal, state and county regulations
- f) May have one portable sign that shall not exceed an overall height of four (4) feet and a maximum square footage of eight (8) feet per side, located within five feet of the unit; and under no circumstances shall such sign be placed upon the sidewalk or impede pedestrian and/or vehicle safety.
- g) A mobile food vendor may only operate between the hours of 7 a.m. and 2 a.m. Other restrictions regarding hours of operation may be established by resolution of the City Council.
- h) Any Mobile Food Vending Unit not in operation between the hours of 2 a.m. and 7 a.m. shall be removed from public property.
- i) No Mobile Food Vending Unit may be left unattended for more than 2 hours on public property.
- j) Vendors shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended at or across any city street, alley, or sidewalk except in a safe manner.

Article III. - Enforcement and Penalties

Sec. 16.8-7. - Permit revocation and appeals.

- a) The building department shall revoke the permit of any vendor engaged in Mobile Food Vending who ceases to meet any requirement of this Chapter or violates any other federal, state or local regulation, makes a false statement on their application, or conducts activity in a manner that is averse to the protection of the public health, safety and welfare.
- b) Immediately upon such revocation, the building department shall provide written notice to the permit holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the permit shall become null and void.
- c) If a permit is revoked by the building department, the holder of a permit may appeal to and have a hearing before the City Council.
- d) The City Council may confirm such suspension or revoke or reinstate any such license. The action taken by the City Council shall be final. Upon suspension or revocation of any license or permit, the fee therefor shall not be refunded.

Sec. 16.8-9. - Civil infractions.

A vendor who violates this Chapter is responsible for a civil infraction and subject to a fine of \$500 per day.

Sec. 16.8-10. - Impoundment from public property.

Any equipment associated with Mobile Food Vending on public property that is found to not be in compliance with this Chapter may be impounded at the owner of the equipment's expense.

SECTION 2. AVAILABILITY. This ordinance may be viewed on the City's website www.ci.owosso.mi.us or purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE: This ordinance shall become effective April 11, 2022.



MEMORANDUM

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

DATE: March 16, 2022

TO: City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Set Public Hearing - Special Assessment District No. 2022-01 -

Hazards & Nuisances for 216 S. Elm Street

RECOMMENDATION:

Authorize Special Assessment Resolution No. 1 (of 2) setting a public hearing for Monday, April 4, 2022 at 7:30 p.m. in the City Hall Council Chambers to hear comment regarding the proposal to establish a special assessment for the property at 216 S. Elm Street to recoup the costs incurred in the Emergency Abatement process and subsequent demolition of the structure on the property.

BACKGROUND:

Back in September of 2021 the City received word that the roof of the structure at 216 S. Elm Street had partially collapsed, presenting a potential danger to the public. An onsite inspection by a third-party structural engineer confirmed the building was in imminent danger of collapse and removal of the structure was required. Due to the emergent nature of the situation, City Manager Henne made the decision to order the immediate demolition of the structure, as authorized by Sec. 18-29 of the Code of Ordinances. At the same time, the City pursued a second, parallel course of action in the Circuit Court system to ensure the City's legal position was well protected. On November 18, 2021 the Court ruled in favor of the City, issuing an order permitting the demolition of the building and establishing a judgement against the defendant for the cost of "attorney fees, demolition, clean-up, litter and garbage removal". After a delay waiting for Consumers Energy to cut the gas and electric services to the site, demolition finally began in mid-December. Final inspection of the site was approved on February 1, 2022. Total charges, including demolition fees, legal fees, and charges for the third-party structural engineer, came to \$245,142.13.

As with the pursuit of the demolition, the City will be taking a two-pronged "belt and suspenders" approach to recovering the abatement charges for this property. Part one, which the Council is asked to act on this evening, will involve establishing a special assessment on the property in the amount of \$245,142.13, as directed by Sec. 18-29 of the Code. Part two will see the City Attorney filing an affidavit of said charges with the court to be included as a part of the judgement handed down November 18, 2021.

The process for specially assessing the costs of abating "hazards & nuisances", such as the one noted above, consists of two resolutions, each triggering separate actions. Resolution No. 1, before to you tonight, presents the proposed special assessment district, sets a public hearing to gather comment on the proposed assessment, and directs staff to place notice of the hearing in the newspaper and mail a notice directly to the affected property owner.

Resolution No. 2 will be considered at the April 4th meeting after the public hearing has been conducted. If approved, it will record the comments presented at the public hearing, approve the assessment roll (with any changes made by Council), create a lien on the property, set the time period over which payment will be accepted, set the interest rate on installments, and set the annual due date for payments.

FISCAL IMPACTS:

Due to the extraordinarily large amount of the proposed assessment staff is suggesting the assessment be spread out over a 20-year period.

The rationale for this extended assessment period is two-fold. The first being that the costs related to demolishing a structure of the size of the building in question are quite hefty and very few people would be able to come up with a lump sum of money to pay them all at once. The second reason being that any future installments of a special assessment cannot be voided by the State should the property go up for tax sale (i.e. if the property goes up for tax sale in year 5 of the assessment, the installments for years 1-5 are wiped out, but the installments for years 6-20 remain intact.

RESOLUTION NO.

SPECIAL ASSESSMENT DISTRICT NO. 2022-01 HAZARDS AND NUISANCES 216 S. ELM STREET

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
- 2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, April 4, 2022 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
- 3. The City Clerk is directed to publish the notice of said hearings once in *The Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.

The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW SPECIAL ASSESSMENT ROLL – HAZARDS AND NUISANCES CITY OF OWOSSO COUNTY OF SHIAWASSEE. MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL NUMBER	ADDRESS	BALANCE
050-660-022-004-00	216 S. Elm Street	\$245,132.13

TAKE NOTICE that a Special Assessment Roll-Hazards and Nuisances has been prepared for the purpose of defraying the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances on the above described property.

TAKE NOTICE THAT ANY HAZARDS/NUISANCES INVOICES OR CHARGES REMAINING UNPAID AS OF THEIR DUE DATE WILL BE INCLUDED ON THIS ROLL.

The said Special Assessment Roll-Hazards and Nuisances is on file for public examination with the City Clerk and any objections to said Special Assessment Roll-Hazards and Nuisances must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment Roll-Hazards and Nuisances.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be

required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, April 4, 2022 for the purpose of reviewing said Special Assessment Roll - Hazards and Nuisances and for the purpose of considering all objections to said roll submitted in writing. If you have questions regarding this notice, please contact the City Treasurer's Office at 725-0599.

STATE OF MICHIGAN

THE CIRCUIT COURT FOR THE COUNTY OF SHIAWASSEE

CITY OF OWOSSO, a Mic municipal corporation,	chigan)	
v	Plaintiff,)	File No. 21-6217-CZ
GUERRA ENTERPRISE I limited liability company,	LLC, a Michigan Defendant.)	Sinwassez County Clerk
SCOTT J. GOULD Owosso City Attorney 114 East Main Street Suite 218 Owosso, Michigan 48867	P 76101)	Deputy Citris
(989) 729-0071		1	

ORDER ALLOWING DEMOLITION

PRESENT: Honorable Matthew J. Stewart Circuit Judge

After Notice and Hearing and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the building at 216 Elms Street, Owosso, Michigan, may be demolished by the City of Owosso;

IT IS FURTHER ORDERED that the City of Owosso may have all utility services to the building at 216 Elm Street, Owosso, Michigan, terminated so as to accommodate the demolition; and

IT IS FURTHER ORDERED that Plaintiff shall have a money Judgment for the cost of the attorney fees, demolition, clean-up, litter and garbage removal of the building at 216 Elm Street, Owosso, Michigan, and it may be assessed to the real property taxes due and shall be a lien on the premises upon the submission of an affidavit of such costs and expenses.

> Honorable Matthew J. Stewart 11-18-21

Circuit Judge

Elm Street Demolition/Code Enforcement Costs

	Vendor	Service Detail	Am	ount	Date
1	Lopez Engineering	Travel & court hearings	\$	1,050.00	12/22/2021
2	Lopez Engineering	Structural inspection	\$	600.00	2/4/2022
3	Gould Law, P.C.	Legal Fees, thru 10/11/21	\$	3,415.03	10/12/2021
4	Pitsch Companies	Demolition of 216 S Elm St	\$	239,550.00	3/2/2022
5	The Argus Press	Publication of SA notice Filing w/ court to see if they will approve demolition costs as a part of judgement; filing of lien should	\$	27.10	anticipated
6	Gould Law, P.C.	court approve	\$ \$	500.00 245,142.13	_ anticipated



MEMORANDUM

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

DATE: March 21, 2022

TO: Owosso City Council

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

SUBJECT: 2022 Standpipe and Elevated Tower Rehab Tentative Award

RECOMMENDATION:

Approval of the tentative award of the low responsive bid from L&T Painting Company Inc. (Shelby Twp, MI) for the Standpipe and Elevated Tower Rehab project in the amount of \$598,300.00.

BACKGROUND:

On March 8, 2022, the City received bids for the 2022 Standpipe and Elevated Tower Rehab project. L&T Painting Company Inc. is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$598,300.00. OHM has also reviewed and recommended L&T Painting Inc. for this project. A resolution for tentatively awarding the 2022 Standpipe and Elevated Tower Rehab project contract to L&T Painting Company Inc., OHM's recommendation, and tabulation of bids received is included for your consideration. The tentative award is required by the Drinking Water State Revolving Fund.

FISCAL IMPACTS:

The project is funded by the DWSRF in the amount of \$598,300.00.

ATTACHMENTS: (1) Resolution, 2022 Standpipe and Elevated Tower Rehab Tentative Award

- (2) Tentative Contract
- (3) Bid Tabulation 2022 Standpipe and Elevated Tower Rehab

RESOLUTION NO.

AUTHORIZING TENTATIVE AWARD OF A CONTRACT FOR THE 2022 STANDPIPE AND ELEVATED TOWER REHABILITATION PROJECT/DWRF PROJECT NO. 7458-01 WITH L AND T PAINTING COMPANY INC.

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing water distribution, storage and treatment facilities through improvements to existing standpipe, pump house and tower; and

WHEREAS, the 2022 Standpipe and Elevated Tower Rehab Project, formally adopted on April 15, 2019, 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 \$598,300.00 from L and T Painting Company Inc.; and

WHEREAS, the City of Owosso's Director of Public Services & Utilities, Ryan E. Suchanek, has recommended awarding the contract 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 for the proposed 2022 Standpipe and

Elevated Tower Rehab Project to L and T Painting Company Inc., contingent upon

successful financial arrangements with the State Revolving Fund Program.

SECOND: upon receipt of the 2022 DWSRF Loan Proceeds, the mayor and city clerk are hereby

authorized and instructed to sign, without further Council action, Exhibit A, substantially

as attached.

THIRD: the accounts payable department is authorized to submit payment to L and T Painting

Company Inc. in the amount of \$598,300.00 upon satisfactory completion of the project

or portion thereof.

FOURTH: the above expenses shall be paid for from the 2022 DWSRF Bond Funds.

THIS AGREEMENT is by and between	City of Owosso	("Owner") and
L&T Painting Company Inc.		("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Project consists of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, and accessway gaskets, providing roof ladder; recoating of the pump house piping; ancillary mechanical, electrical and site improvements; and cleaning, disinfection, filling, and returning the Standpipe and the Water Tower to service.

ARTICLE 2 – THE PROJECT

2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Tower and Standpipe Rehabilitation, DWSRF #7458-01.

ARTICLE 3 – ENGINEER

- 3.1 The Project was designed by OHM Advisors.
- 3.2 The Owner has retained OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150 ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2 Contract Times: Days
 - A. Work onsite will commence within 5 days of issuance of the Notice to Proceed.
 - B. Substantial Completion Milestone 1: Work at the Standpipe site consisting of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, and accessway gaskets, providing roof ladder, recoating of the pump house piping; ancillary mechanical, electrical and site improvements; and cleaning, disinfection, filling, and return of the tank to service. This work will be substantially completed by July 30, 2022.

- C. Substantial Completion Milestone 2: Work at the Tower site consisting of draining; abrasive blast cleaning and repainting interior surfaces; cleaning and recoating exterior surfaces; providing tank mixing systems, controllers, and appurtenances; replacing roof vents, screens, accessway gaskets, and mud valves ancillary mechanical, electrical and site improvements; and cleaning, disinfection, filling, and return of the tank to service. This work will be substantially complete by October 21, 2022.
- D. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2022.

4.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion Milestone 1: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.B above for Substantial Completion until the Work is substantially complete.
 - 2. Substantial Completion Milestone 2: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.C above for Substantial Completion until the Work is substantially complete.
 - 3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

	1,250,000-Gallon Standpipe						
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price		
1	Mobilization, Demobilization and General Conditions	1	LS	\$4,000.00	\$4,000.00		
2	Furnish and install roof ladder	1	LS	\$8,000.00	\$8,000.00		
3	Replace vent with vacuum relief vent	1	LS	\$7,000.00	\$7,000.00		
4	Provide overflow pipe modifications	1	LS	\$2,200.00	\$2,200.00		
5	Furnish and weld cathodic lift hole plates to roof	1	LS	\$2,000.00	\$2,000.00		
6	Remove cathodic protection system	1	LS	\$1,000.00	\$1,000.00		
7	Furnish and install roof hatch gasket	1	LS	\$600.00	\$600.00		
8	Abrasive blast clean and repaint pump house piping with epoxy system	1	LS	\$16,000.00	\$16,000.00		
9	Abrasive blast clean and repaint Standpipe interior with epoxy system	1	LS	\$163,000.00	\$163,000.00		
10	Power wash, spot power tool clean and recoat Standpipe exterior with polyurethane system	1	LS	\$76,800.00	\$76,800.00		
11	Furnish and install Gridbee mixing system	1	LS	\$23,000.00	\$23,000.00		
12	Digital Recorded Preconstruction Video	1	LS	\$2,000.00	\$2,000.00		
Total	of All Unit Price Bid Items at Standpipe Sit	te			\$305,600.00		

AGREEMENT 00 52 13 - Page 3 of 9 Conformed Set: 03/10/2022

	600,000-Gallon Tower						
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price		
1	Mobilization, Demobilization and General Conditions	1	LS	\$4,000.00	\$4,000.00		
2	Replace vent with vacuum relief vent	1	LS	\$8,000.00	\$8,000.00		
3	Provide overflow pipe modifications and concrete splash pad	1	LS	\$5,000.00	\$5,000.00		
4	Remove cathodic protection system	1	LS	\$1,000.00	\$1,000.00		
5	Furnish and install roof hatch and access tube gaskets	1	LS	\$600.00	\$600.00		
6	Replace mud valve	1	LS	\$6,600.00	\$6,600.00		
7	Provide grated cover on fill line	1	LS	\$3,000.00	\$3,000.00		
8	Abrasive blast clean and repaint wet interior with epoxy system	1	LS	\$110,000.00	\$110,000.00		
9	Abrasive blast clean and repaint dry interior with epoxy system	1	LS	\$59,000.00	\$59,000.00		
10	Power wash, spot power tool clean and recoat exterior with polyurethane system	1	LS	\$69,000.00	\$69,000.00		
11	Furnish and install Gridbee mixing system	1	LS	\$24,500.00	\$24,500.00		
12	Digital Recorded Preconstruction Video	1	LS	\$2,000.00	\$2,000.00		
Total	of All Unit Price Bid Items at Tower Site				\$292,700.00		

Contract Total of All Unit Price Bid Items \$598,30	0.00
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions

6.2 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly schedule during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and

otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.3 Final Payment

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited Site, conducted a thorough, alert visual examination of the Site and adjacent area, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to the existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

AGREEMENT

00 52 13 - Page 5 of 9

Conformed Set: 03/10/2022

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents consist of the following:
 - 1. City of Owosso Contract Conditions (pages 1 to 5, inclusive).
 - 2. Local Preference Policy (pages 1 to 6, inclusive).
 - 3. This Agreement (pages 1 to 9, inclusive).
 - 4. Performance bond (pages 1 to 3, inclusive).
 - 5. Payment bond (pages 1 to 3, inclusive).
 - 6. Other bonds, N/A.
 - 7. Contractor's Affidavit (pages 1 to 1, inclusive).
 - 8. General Conditions (pages 1 to 72, inclusive).
 - 9. Supplementary Conditions (pages 1 to 9, inclusive).
 - 10. Specifications as listed in the table of contents of the Project Manual.
 - 11. The Drawings listed on the attached sheet index.
 - 12. Addenda (number 1 to 2, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. State Revolving Fund Paperwork.
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms

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

9.2 Assignment of Contract

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

9.3 Successors and Assigns

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

9.4 Severability

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

9.5 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

AGREEMENT

00 52 13 - Page 8 of 9

Conformed Set: 03/10/2022

IN WITNESS WHEREOF, Owner and Contractor have	e signed this Agreement.
This Agreement will be effective on (which	ch is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
	L&T Painting Inc.
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
City of Owosso	50502 Hunters Creek Trail
301 West Main Street	Shelby Township, MI 48317
Owosso, MI 48867	
	License No.:
	(where applicable)
(If Owner is a corporation, attach evidence of	

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



ARCHITECTS. ENGINEERS. PLANNERS.

March 11, 2022

Mr. Ryan Suchanek Director of Public Services City of Owosso 301 West Main Owosso, MI 48867

RE: Water Tower and Standpipe Rehabilitation DWSRF Project # 7458-01

Recommendation of Award

Dear Mr. Suchanek:

Sealed bids for the Water Tower and Standpipe Rehabilitation DWSRF Project # 7458-01 were received and publicly read aloud at 3:00 pm on Tuesday, March 8, 2022, at the City of Owosso City Hall. Proposals with bid bonds were received from eight (8) bidders. Bid results ranged from \$598,300.00 to \$859,500.00, as reflected on the attached bid tabulation.

The lowest responsive bidder was L&T Painting Inc., out of Shelby Township, MI in the amount of \$598,300.00. Each bidder provided a total bid price with unit prices identified for specified bid items. None of the bidders qualified for local purchasing preference.

L&T Painting Inc. has provided all the required information including the bond surety, statement of qualifications, safety records, financial records, and SRF certifications. These items have been reviewed by OHM Advisors and references have been contacted.

It is felt that L&T Painting Inc. is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Based on the submitted information, it is recommended that the Water Tower and Standpipe Rehabilitation DWSRF Project # 7458-01 contract be awarded to L&T Painting Inc in the amount of \$\$598,300.00.

Should there be any questions, please contact me at (734) 323-8954.

Sincerely, OHM Advisors

Jennifer Drinan, P.E.

Encl: Tabulation of Bids Received on March 8, 2022

cc: Matt Kennedy, OHM Advisors

Jemifer Deinan

File

						CITY OF OW	OSSO BID TABUL	ATION SHEET			DATE DEPT.	3/8/2022 WTP							
SUBJECT:	Water Tower and Standpipe Reh	nabilitatio									DEPT	VVIP							
	DWSRF Project # 7458-01			L&T Painintg	Inc.	Seven Brothe	ers Painting, Inc.	Suburban Contra	ctors, LLC	Fedeway Inc		MK Painting,	Inc.	George Kountou	pes Painting Co	LC United Pain	ting Co, Inc	Viking Painting L	LC
				50502 Hunte		50805 Rizzo		10624 Dumfrieds	,	4315 E. M74		4157 Sevent		661 Southfield, F		3525 Barbara		10905 Harrison S	St.
				Shelby Twp, I (586)873-076		Shelby Twp., (586)323-705		Manassas, VA 2 517-715-3718	0110	Hastings, MI 490 (269)828-7313	58	Wyandotte, N 734-285-586		Lincoln Park, MI (313)388-9400	48146	Sterling Hts, MI (586)979-2855		La Vista 51575 (833) 847-8265	
		EST.		(366)673-076 UNIT) I	(366)323-703 UNIT	04	UNIT		(269)626-7313 UNIT		734-283-386 UNIT	1	UNIT		(586)979-2855 UNIT		(833) 847-8205 UNIT	
ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
	1,250,000 -Gallon Standpipe																		
1	Mobilization, Demobilization and General Conditions	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 32,300.00	\$ 32,300.00	\$ 7,000.00 \$	7,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00 \$	5,000.00	7,000.00	\$ 7,000.00	\$ 21,600.00	\$ 21,600.00
2	Furnish and install roof ladder	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 12,700.00	\$ 12,700.00	\$ 4,000.00 \$	4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 21,000.00	\$ 21,000.00	\$ 6,000.00 \$	6,000.00	12,000.00	\$ 12,000.00	\$ 7,700.00	\$ 7,700.00
3	Replace vent with vacuum relief vent	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00 \$	8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00 \$	6,500.00	8,000.00	\$ 8,000.00	\$ 15,300.00	\$ 15,300.00
4	Provide overflow pipe modifications	1	LS	\$ 2,200.00	\$ 2,200.00	\$ 3,700.00	\$ 3,700.00	\$ 4,000.00 \$	4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00 \$	1,200.00	6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00
5	Furnish and weld cathodic lift hole plates to roof	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00 \$	2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00 \$	1,200.00	4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
6	Remove cathodic protection system	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00 \$	1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00 \$	1,000.00	1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00
7	Furnish and intall roof hatch gasket	1	LS	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,000.00 \$	1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00 \$	500.00	1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
8	Abrasive blast clean and repaint pump house piping with epoxy system	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 18,500.00	\$ 18,500.00	\$ 29,900.00 \$	29,900.00	\$ 9,500.00	\$ 9,500.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00 \$	8,000.00	18,000.00	\$ 18,000.00	\$ 28,700.00	\$ 28,700.00
9	Abrasive blast clean and repaint Standpip interior with epoxy system	1	LS	\$ 163,000.00	\$ 163,000.00	\$ 177,500.00	\$ 177,500.00	\$ 172,300.00 \$	172,300.00	\$ 200,000.00	\$ 200,000.00	\$ 215,000.00	\$ 215,000.00	\$ 225,000.00 \$	225,000.00	244,000.00	\$ 244,000.00	\$ 212,200.00	\$ 212,200.00
	Power wash, spot power tool clean and recoat Standpip exterior with polyurethane system	1	LS	\$ 76,800.00	\$ 76,800.00	\$ 62,200.00	\$ 62,200.00	\$ 81,000.00 \$	81,000.00	\$ 106,000.00	\$ 106,000.00	\$ 87,000.00	\$ 87,000.00	\$ 170,000.00 \$	170,000.00	134,000.00	\$ 134,000.00	\$ 131,700.00	\$ 131,700.00
11	Furnish and install Gridbee mixing system	1	LS	\$ 23,000.00	\$ 23,000.00	\$ 23,400.00	\$ 23,400.00	\$ 30,700.00 \$	30,700.00	\$ 16,000.00	\$ 16,000.00	\$ 30,000.00	\$ 30,000.00	\$ 26,000.00 \$	26,000.00	24,000.00	\$ 24,000.00	\$ 52,600.00	\$ 52,600.00
12	Digital recorded Preconstruction Video	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 2,000.00 \$	2,000.00	\$ 500.00	\$ 500.00		\$ -	\$ 500.00 \$	500.00	3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
	600,000-Gallon Tower																		
	Mahilimatian Danahilimatian and																		
1	Mobilization, Demobilization and General Conditions	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 24,900.00	\$ 24,900.00	\$ 7,000.00 \$	7,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00 \$	5,000.00	4,000.00	\$ 4,000.00	\$ 19,200.00	\$ 19,200.00
2	Replace vent with vacuum relief vent	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00 \$	7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00 \$	6,500.00	7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00
	Provide overflow pipe modificationss and concrete splash pad	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00 \$	4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00 \$	1,000.00	6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00
4	Remove carthodic protection system	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00 \$	2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00 \$	1,000.00	1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00
5	Furnish and install roof hatch and access tube gaskets	1	LS	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00 \$	7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 1,150.00 \$	1,150.00	1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
6	Replace mud valve	1	LS	\$ 6,600.00	\$ 6,600.00	\$ 4,800.00	\$ 4,800.00	\$ 6,000.00 \$	6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00 \$	2,500.00	6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
	Provide grated cover on fill line	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00 \$	4,000.00	\$ 400.00	\$ 400.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00 \$	1,000.00	1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00
	Abrasive blast clean and repaint wet interior with epoxy system	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 100,200.00	\$ 100,200.00	\$ 132,900.00 \$	132,900.00	\$ 130,000.00	\$ 130,000.00	\$ 126,000.00	\$ 126,000.00	\$ 150,000.00 \$	150,000.00	114,000.00	\$ 114,000.00	\$ 108,200.00	\$ 108,200.00
	Abrasive blast clean and repaint dry interior with epoxy system	1	LS	\$ 59,000.00	\$ 59,000.00	\$ 59,400.00	\$ 59,400.00	\$ 49,700.00 \$	49,700.00	\$ 48,000.00	\$ 48,000.00	\$ 76,000.00	\$ 76,000.00	\$ 60,000.00 \$	60,000.00	65,000.00	\$ 65,000.00	\$ 61,800.00	\$ 61,800.00
	Power wash, spot power tool clean, and recoat exterior with polyurethane system	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 85,100.00	\$ 85,100.00	\$ 71,900.00 \$	71,900.00	\$ 70,000.00	\$ 70,000.00	\$ 89,000.00	\$ 89,000.00	\$ 80,000.00 \$	80,000.00	104,000.00	\$ 104,000.00	\$ 114,000.00	\$ 114,000.00
11	Furnish and install Gridbee mixing system	1	LS	\$ 24,500.00	\$ 24,500.00	\$ 23,400.00	\$ 23,400.00	\$ 30,600.00 \$	30,600.00	\$ 16,000.00	\$ 16,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00 \$	23,000.00	24,000.00	\$ 24,000.00	\$ 45,300.00	\$ 45,300.00
12	Digital Recorded Preconstruction Video	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 2,000.00 \$	2,000.00	\$ 500.00	\$ 500.00		\$ -	\$ 500.00 \$	500.00	2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00
	Total:													-		 			
					\$ 598,300.00		\$ 657,500.00	\$	667,500.00		\$ 678,900.00		\$ 762,000.00	\$	782,550.00		\$ 797,000.00		\$ 859,500.00
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George Kountoupes Painting CLC United Painting Co, Inc.

3/8/2022

Viking Painting LLC

Fedeway Inc

L&T Painintg Inc.

Seven Brothers Painting, Inc.

Suburban Contractors, LLC

QUDULU II	DWSRF Project # 7458-01	***************************************		661 Southfield,		3525 Barbara	g == ,	10905 Harrison		4157 Seventh S	Stret	4315 E. M74		50502 Hunters C	reek	\$50805 Rizzo Dr	.	10624 Dumfried	ls Rd.,
	· · · · · · · · · · · · · · · · · · ·	~~~~~~	•	Lincoln Park, M		Sterling Hts, M	I 48310	La Vista 51575		Wyandotte, Mi		Hastings, MI 49	058	Shelby Twp, MI	48317	Shelby Twp., M	l 48315	Manassas, VA	20110
***************************************		,0000000000000000000000000000000000000	Q0000000000000000000000000000000000000	(313)388-9400		(586)979-2855	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(833) 847-8265	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	734-285-5861	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(269)828-7313		(586)873-0761	personance	(586)323-7054	,	517-715-3718	
		EST.		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT		UNIT	
ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
	1,250,000 -Gallon Standpipe	***********	·	}	54555500000000000000000000000000000000		***************************************			y	***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************	***************************************		***************************************	\$1000000000000000000000000000000000000	***************************************	**********************
1	Mobilization, Demobilization and General Conditions	1	LS	\$ 5,000.00	5,000.00	7,000.00	\$ 7,000.00	\$ 21,600.00	\$ 21,600.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00	\$ 32,300.00	\$ 32,300.00	\$ 7,000.00	\$ 7,000.00
2	Furnish and install roof ladder	1	LS	\$ 6,000.00	6,000,00	12,000.00	\$ 12,000.00	\$ 7,700.00	\$ 7,700.00	\$ 21,000.00	\$ 21,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 12,700.00	\$ 12,700.00	\$ 4,000.00	\$ 4,000.00
3	Replace vent with vacuum relief		LS	\$ 6,500.00		8,000.00	\$ 8,000,00	\$ 15,300.00	\$ 15,300.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00	\$ 8,000.00
3	vent	'	1 13	\$ 0,500.00	0,000.00	6,000.00	\$ 0,000,00	10,000.00	10,000.00	0,000.00	2,000.00	. 0,000.00	2,500.50	1,000,000		1	2,000.00	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2,223,33
4	Provide overflow pipe modifications	1	LS	\$ 1,200.00 \$	1,200.00	6,000.00	\$ 6,000.00	\$ 3,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,700.00	\$ 3,700.00	\$ 4,000.00	\$ 4,000.00
5	Furnish and weld cathodic lift hole plates to roof	1	LS	\$ 1,200.00 \$	1,200.00	4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00		\$ 1,500.00		·
6	Remove cathodic protection system	1	LS	\$ 1,000.00	1,000.00	1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000,00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
7	Furnish and intall roof hatch gasket	1	LS	\$ 500.00	500.00	1,000.00	\$ 1,000.00	\$ 500,00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600,00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
8	Abrasive blast clean and repaint pump house piping with epoxy system	1	LS	\$ 8,000.00 \$	8,000.00	18,000.00	\$ 18,000.00	\$ 28,700.00	\$ 28,700.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00	\$ 16,000.00	\$ 16,000.00	\$ 18,500.00	\$ 18,500.00	\$ 29,900.00	\$ 29,900.00
9	Abrasive blast clean and repaint Standpip interior with epoxy	1	LS	\$ 225,000.00 \$	225,000.00	244,000.00	\$ 244,000.00	\$ 212,200.00	\$ 212,200.00	\$ 215,000.00	\$ 215,000.00	\$ 200,000.00	\$ 200,000.00	\$ 163,000.00	\$ 163,000.00	\$ 177,500.00	\$ 177,500.00	\$ 172,300.00	\$ 172,300.00
***************************************	system Power wash, spot power tool								•							***************************************			
10	clean and recoat Standpip exterior with polyurethane system	1	LS	\$ 170,000.00	170,000.00	134,000.00	\$ 134,000.00	\$ 131,700.00	\$ 131,700.00	\$ 87,000.00	\$ 87,000.00	\$ 106,000.00	\$ 106,000.00	\$ 76,800.00	\$ 76,800.00	\$ 62,200.00	\$ 62,200.00	\$ 81,000.00	\$ 81,000.00
11	Furnish and install Gridbee mixing system	1	LS	\$ 26,000.00	26,000,00	24,000.00	\$ 24,000.00	\$ 52,600.00	\$ 52,600.00	\$ 30,000.00	\$. 30,000.00	\$ 16,000.00	\$ 16,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,400.00	\$ 23,400.00	\$ 30,700.00	\$ 30,700.00
12	Digital recorded Preconstruction Video	1	LS	\$ 500.00	500.00	3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00		\$ -	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	***************************************	\$ -	\$ 2,000.00	\$ 2,000.00
accommon of	600,000-Gallon Tower						***************************************		***************************************		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					**************************************	•	**************************************	
1	Mobilization, Demobilization and General Conditions	1	LS	\$ 5,000.00	5,000.00	4,000.00	\$ 4,000.00	\$ 19,200.00	\$ 19,200.00	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 4,000.00	\$ 4,000.00	\$ 24,900.00	\$ 24,900.00	\$ 7,000.00	\$ 7,000.00
2	Replace vent with vacuum relief	1	LS	\$ 6,500.00	6,500.00	7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000,00	\$ 6,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00
3	Provide overflow pipe modificationss and concrete splash pad	1	LS	\$ 1,000.00 \$	1,000.00	6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000,00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,600.00	\$ 2,600.00	\$ 4,000.00	\$ 4,000.00
4	Remove carthodic protection system	1	LS	\$ 1,000.00	1,000.00	1,000.00	\$ 1,000.00	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000,00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
5	Furnish and install roof hatch and access tube gaskets	1	LS	\$ 1,150.00 \$	1,150.00	1,000.00		\$ 1,200.00				\$ 7,000.00	\$ 7,000.00					\$ 7,000.00	
6	Replace mud valve	1	LS	\$ 2,500.00 \$		6,000.00							\$ 2,000.00			8			
7	Provide grated cover on fill line	1	LS	\$ 1,000.00 \$	1,000.00	1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 4,000.00	\$ 4,000.00	\$ 400.00	\$ 400.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
8	Abrasive blast clean and repaint wet interior with epoxy system	1	LS	\$ 150,000.00	150,000.00	114,000.00	\$ 114,000.00	\$ 108,200.00	\$ 108,200.00	\$ 126,000.00	\$ 126,000.00	\$ 130,000.00	\$ 130,000.00	\$ 110,000.00	\$ 110,000.00	\$ 100,200.00	\$ 100,200.00	\$ 132,900.00	\$ 132,900.00
9	Abrasive blast clean and repaint dry interior with epoxy system	1	LS LS	\$ 60,000.00	60,000.00	65,000.00	\$ 65,000.00	\$ 61,800.00	\$ 61,800.00	\$ 76,000.00	\$ 76,000.00	\$ 48,000.00	\$ 48,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,400.00	\$ 59,400.00	\$ 49,700.00	\$ 49,700.00
10	Power wash, spot power tool clean, and recoat exterior with polyurethane system	1	LS	\$ 80,000.00	80,000.00	104,000.00	\$ 104,000.00	\$ 114,000.00	\$ 114,000.00	\$ 89,000.00	\$ 89,000.00	\$ 70,000.00	\$ 70,000.00	\$ 69,000.00	\$ 69,000.00	\$ 85,100,00	\$ 85,100.00	\$ 71,900.00	\$ 71,900.00
11	Furnish and install Gridbee mixing system	1	LS	\$ 23,000.00	23,000.00	24,000.00	\$ 24,000.00	\$ 45,300.00	\$ 45,300.00	\$ 30,000.00	\$ 30,000.00	\$ 16,000.00	\$ 16,000.00	\$ 24,500,00	\$ 24,500.00	\$ 23,400.00	\$ 23,400.00	\$ 30,600.00	\$ 30,600.00
12	Digital Recorded Preconstruction Video	1	LS	\$ 500.00	500.00	2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00		\$ -	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00		\$ -	\$ 2,000.00	\$ 2,000.00
	Total:				\$ 782,550.00		\$ 797,000.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 859,500.00		\$ 762,000.00		\$ 678,900.00		\$ 598,300.00		\$ 657,500.00		\$ 667,500.00
	1 0																		

DEPT	
	4
	_
PURCH.	_
AGENT:	

	summer frame
	- 7
PURCH.	4
AGENT:	
	_

L & T Painting, INC

SUBJECT: Water Tower and Standpipe Rehabilitati

EXPIRATION DATE:

AWARDED:

COUNCIL

591901972260 DWRF745801



MEMORANDUM

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

DATE: March 21, 2022

TO: Owosso City Council

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

SUBJECT: 2022 Water Main Replacement – Center Street Tentative Award

RECOMMENDATION:

Approval of the tentative award of the low responsive bid from Glaeser-Dawes Corporation (Flushing, MI) for the water main replacement on Center Street from King Street to North Street in the amount of \$572,591.61.

BACKGROUND:

On March 8, 2022, the City received bids for the 2022 Water Main Replacement – Center Street Work includes replacement of the water main and water service lines, altogether with related work items; along Center Street from King Street to North Street Glaeser-Dawes Corporation is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$572,591.61. A resolution for tentatively awarding the 2022 Water Main Replacement – Center Street contract to Glaeser-Dawes Corporation and tabulation of bids received is included for your consideration. The tentative award is required by the Drinking Water State Revolving Fund.

FISCAL IMPACTS:

The project is funded by the DWSRF in the amount of \$572,591.61.

ATTACHMENTS: (1) Resolution, 2022 Water Main Replacement – Center St. Tentative Award

(2) Bid Tabulation 2022 Water Main Replacement – Center St.

RESOLUTION NO.

AUTHORIZING TENTATIVE AWARD OF A CONTRACT FOR THE 2022 WATER MAIN REPLACEMENT – CENTER ST. PROJECT WITH THE GLAESER-DAWES CORPORATION

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing water distribution system through the replacement of water main on Center Street from King Street to North Street; and

WHEREAS, the 2022 Water Main Replacement – Center Street Project, formally adopted on April 15, 2019, 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 \$572,591.61 from The Glaeser-Dawes Corporation; and

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

NOW THEREFORE BE IT RESOLVED that the City of Owosso tentatively awards the contract for construction of the proposed water system improvements project to Glaeser Dawes Corporation, contingent upon successful financial arrangements with the DWSRF.

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 for the proposed 2022 Water Main

Replacement – Center Street Project to The Glaeser-Dawes Corporation, contingent upon successful financial arrangements with the State Revolving Fund Program.

SECOND: upon receipt of the 2022 SRF Loan Proceeds, the mayor and city clerk are hereby

authorized and instructed to sign, without further Council action, Exhibit A, substantially

as attached.

THIRD: the accounts payable department is authorized to submit payment to The Glaeser-Dawes

Corporation in the amount of \$572,591.61 upon satisfactory completion of the project or

portion thereof.

FOURTH: the above expenses shall be paid for from the 2022 DWRF Bond Funds.

EXHIBIT A

Contract for Services Between The City of Owosso

and

The Glaeser-Dawes Corporation

2022 Water Main Replacement - Center Street Project

March 2022

CONTRACT

THIS AGREEMENT is made on March _____, 2022 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and THE GLAESER-DAWES CORPORATION ("contractor"), a Michigan company, whose address is 4130 Commerce Drive, Flushing, Michigan 48433.

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

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "2022 Water Main Replacement - Center Street Project", in accordance with the requirements and provisions of the following documents, 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
General conditions
Standard specifications
Detailed specifications

ARTICLE II - The Contract Sum

- (A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed five hundred seventy-two thousand five hundred ninety-one dollars and sixty-one cents (\$572,591.61). 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
Its: Christopher T. Eveleth, Mayor	Its: Amy K. Kirkland, City Clerk
Date:	Date:

DATE 3/8/2022 DEPT. Engineering

SUBJECT:

2022 Water Main Replacement - Center St

				Glaeser Dawes Co 4130 Commerce Flushing, MI 48			erce Drive	9118			lorf & Sons, Inc 8 N Dort Hwy Iorris, MI 48458			
ITEM#	DESCRIPTION	EST. QTY	UNIT		UNIT PRICE		TOTAL	UNIT PRICE		TOTAL		UNIT PRICE		TOTAL
1	Mobilization, Max \$34,000	1	LSUM	\$	34,000.00	\$	34,000.00	34,000.00	\$	34,000.00	\$	10,000.00	\$	10,000.0
	Curb and Gutter, Rem	240	Ft	\$	10.00	\$	2,400.00	6.76	\$	1,622.40	\$	20.00	\$	4,800.0
	Sidewalk, Rem	5	Syd	\$	8.00	\$	40.00	5.24	\$	26.20	\$	12.00	\$	60.0
	Driveway, Rem	57	Syd	\$	10.00	\$	570.00	7.10	\$	404.70	\$	12.00	\$	684.0
	Pavt, Rem, Modified	658	Syd	\$	10.00	1	6,580.00	6.70	\$	4,408.60	\$	10.00	\$	6,580.0
	Embankment, CIP	660	Cyd	\$	15.00		9,900.00	2.82	\$	1,861.20	\$	20.00	\$	13,200.0
	Excavation, Earth	660	Cyd	\$	12.00		7,920.00	4.90	\$	3,234.00	\$	20.00	\$	13,200.0
	Erosion Control, Inlet Protection, Fabric Drop	7	Ea	\$	100.00	\$	700.00	70.00	\$	490.00	\$	100.00	\$	700.0
	Erosion Control, Silt Fence	500	Ft	\$	2.00		1,000.00	2.00	\$	1,000.00	\$	3.50	\$	1,750.0
	Project Cleanup	1	LSUM	\$	2,000.00	\$	2,000.00	1,835.00	\$	1,835.00	\$	12,000.00	\$	12,000.0
	Aggregate Base, 4 inch	72	Syd	\$	10.00	1 '	720.00	12.90	\$	928.80	\$	8.75	\$	630.0
	Maintenance Gravel	326	Ton	\$	25.00	1 '	8,150.00	25.90	\$	8,443.40	\$	42.00	\$	13,692.0
	Approach, Cl I, 6 inch	78	Syd	\$	10.00		780.00	14.96	\$	1,166.88	\$	8.25	\$	643.5
	Shoulder, CI I	11	Ton	\$	25.00	1	275.00	38.00	\$	418.00	\$	42.00	\$	462.0
	HMA, Repair	658	Syd	\$	75.00	\$	49,350.00	62.99	\$	41,447.42	\$	50.00	\$	32,900.0
	Driveway, Nonreinf Conc, 6 inch, Modified	57	Syd	\$	50.00	\$	2,850.00	66.73	\$	3,803.61	\$	78.25	\$	4,460.2
	Curb and Gutter, Conc, Det F4	240	Ft	\$	25.00	1	6,000.00	38.44	\$	9,225.60	8	29.00	\$	6,960.0
	Curb Nose	1	Ea	\$		1 '	20.00	350.00	\$	350.00	\$	500.00	\$	500.0
	Sidewalk, Conc, 4 inch, Modified	40	Sft	\$	5.00	1	200.00	11.25	\$	450.00	ă .	11.50	\$	460.0
	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	25	Ea	\$	50.00		1,250.00	20.00	\$	500.00	\$	84.00	\$	2,100.0
1	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	25	Ea	\$	5.00		125.00	0.10	\$	2.50	\$	6.00	\$	150.0
	Lighted Arrow, Type C, Fum	2	Ea	\$	500.00		1,000.00	200.00	\$	400.00	8	240.00	\$	480.0
	Lighted Arrow, Type C, Oper	2	Ea	\$		\$	200.00	0.10	\$	0.20	\$	120.00	\$	240.0
	Minor Traf Devices	1	LSUM	\$			5,000.00	1,014.00	\$	1,014.00	8		\$	3,780.0
1	Plastic Drum, High Intensity, Furn	100	Ea	\$		\$	2,000.00	2.00	\$	200.00	\$	17.00	1	1,700.0
	Plastic Drum, High Intensity, Oper	100	Ea	\$		\$	100.00	0.10	\$	10.00	N .	1.25	\$	125.0
	Sign, Type B, Temp, Prismatic, Furn	581	Sft	\$		\$	2,324.00	5.00	\$	2,905.00	\$	2.50		1,452.5
	Sign, Type B, Temp, Prismatic, Oper	566	Sft	\$		\$	566.00	0.10	\$	56.60	# ·	1.25	\$	707.5
	Traf Regulator Control	1	LSUM	\$	' 1	l '	10,000.00	270.00	\$	270.00	\$	500.00	\$	500.0
	Turf Establishment, Performance	1470	Syd	\$		\$	11,760.00	5.00	\$	7,350.00	ૄ '	7.50	\$	11,025.00
	1 inch Copper Service Lead, Type "K", Modified	889	Ft -	\$		\$	35,560.00	38.30	\$	34,048.70	\$	12.75	\$	11,334.7
	Water Main, C909 PVC, 8 inch, Bore	2174	Ft 	\$	1	\$	347,840.00	99.20	\$	215,660.80	\$		\$	224,465.5
	Water Main, C900 PVC, 8 inch, Tr Det G, Modified	571	Ft -	\$	80.00		45,680.00	115.00	\$	65,665.00	\$	160.00	\$	91,360.0
	Connect to Existing Water Main	5	Ea	\$	2,500.00	'	12,500.00	5,840.00		29,200.00	\$	2,541.00	\$	12,705.00
	Fire Hydrant Valve and Assembly	7	Ea -	\$	5,000.00		35,000.00	5,877.00		·	\$	5,970.00	\$	41,790.00
1	Supply & Install Meter Pit, Complete	6	Ea -	\$		\$	15,000.00	1	\$	2,676.00	Ħ	1	\$	2,100.00
	Water Meter Pit, Rem	6	Ea	\$	ı	\$	4,500.00	100.00		600.00	\$		\$	900.00
	Curb Box, Stop, 1 inch, Corporation Stop and Connection, Modified	30	Ea	\$	· · · · · · · · · · · · · · · · · · ·	\$	36,000.00	· '	\$	31,800.00	\$		\$	80,850.00
	Gate Valve and Box, 8 inch, Modified	8	Ea -	\$		\$	20,000.00	2,265.00		18,120.00		1,570.00		12,560.00
	Hydrant, Rem	3	Ea	\$		\$	1,500.00		\$	1,200.00	\$	250.00	\$	750.00
	Testing and Chlorination of Water Main	1	LSUM	\$		\$	2,000.00		\$	1,633.00	8	5,000.00		5,000.00
	Water Main, 6 inch, Cut and Plug, Modified	5	Ea	\$		\$	4,000.00	575.00	\$	2,875.00	\$	300.00	\$	1,500.00
43	Railroad Flag Person	150	\$		24	\$	3,600.00	1	\$	150.00		25	\$	3,750.00

DATE

3/8/2022

SUBJECT:	2022 Water Main Replacement - Center St				DEPT	Engineering
DEPT. HEAD:	Ryan Swalingel	GENERAL LIABILITY INSURANCE EXPIRATION DATE:	05/06/2022	AWARDED:		
PURCH. AGENT:	5 Sawett 3/11/22	WORKERS COMPENSATION INS	04/30/2022	COUNCIL APPROVED:		
STAFF REC.:	Glaeser Dawes Corporation	SOLE PROPRIETORSHIP EXPIRATION DATE:	N/A	PO NUMBER:		

DATE 3/8/2022 DEPT. Engineering

SUBJECT:

2022 Water Main Replacement - Center St

LA Construction Corporation

3453 N Linden Road
Flint, MI 48504

Crawford Contracting
2502 S. Meridian Rd
Mt. Pleasant, MI 48858

		UNIT		UNIT		UNIT			
EM#	DESCRIPTION	EST. QTY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization, Max \$34,000	1	LSUM	\$ 34,000.00	\$ 34,000.00	34,000.00	\$ 34,000.00		\$
2	Curb and Gutter, Rem	240	Ft	\$ 18.20		12.00	\$ 2,880.00		\$
3	Sidewalk, Rem	5	Syd	\$ 39.00	\$ 195.00	50.00	\$ 250.00		\$
4	Driveway, Rem	57	Syd	\$ 11.70	\$ 666.90	12.00	\$ 684.00		\$
5	Pavt, Rem, Modified	658	Syd	\$ 3.90	\$ 2,566.20	12.00	\$ 7,896.00		\$
6	Embankment, CIP	660	Cyd	\$ 10.40	\$ 6,864.00	5.00	\$ 3,300.00		\$
7	Excavation, Earth	660	Cyd	\$ 11.70	\$ 7,722.00	15.00	1		\$
8	Erosion Control, Inlet Protection, Fabric Drop	7	Ea	\$ 104.00	1 ' '	100.00	\$ 700.00		s
C	Erosion Control, Silt Fence	500	Ft	\$ 3.90	1		I .		\$
10	Project Cleanup	1	LSUM	\$ 10,400.00	1	12,500.00	l '		s
11	Aggregate Base, 4 inch	72	Syd	\$ 17.10	1 .	12.00	l '		s
	Maintenance Gravel	326	Ton	\$ 28.10	1 '	45.00	ľ		\$
13	Approach, CII, 6 inch	78	Syd	\$ 14.81	\$ 1,155.18	15.50	\$ 1,209.00		\$
	Shoulder, CI I	11	Ton	\$ 37.84	,	II .	\$ 440.00		\$
	HMA, Repair	658	Syd	\$ 62.20	\$ 40,927.60	E .	\$ 31,255.00		\$
	Driveway, Nonreinf Conc, 6 inch, Modified	57	Syd	\$ 84.50		80.00			\$
	Curb and Gutter, Conc, Det F4	240	Ft	\$ 35.75	1	37.00			s
	Curb Nose	1	Ea	\$ 65.00		B .	\$ 700.00		S S
	Sidewalk, Conc, 4 inch, Modified	40	Sft	\$ 13.00	1	8.00			\$
	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	25	Ea	\$ 75.60	· .	1	\$ 2,800.00		S S
	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	25 25	Ea	\$ 75.00	l '	3.50	·		ъ \$
	Lighted Arrow, Type C, Fum	25	Ea	\$ 216.00	1 '	400.00	·		,
	Lighted Arrow, Type C, Oper	2	Ea	1	· ·	R	i i		\$
	Minor Traf Devices	4	LSUM	\$ 108.00 \$ 3,402.00		25.00			\$
	Plastic Drum, High Intensity, Furn	100		· '	l ' '	49,000.00			\$
	Plastic Drum, High Intensity, Oper	100	Ea		1	23.00			\$
	Sign, Type B, Temp, Prismatic, Furn		Ea o a	\$ 1.08	i -	1.00	i		\$
		581 500	Sft		\$ 1,254.96	8 1	\$ 2,324.00		\$
	Sign, Type B, Temp, Prismatic, Oper Traf Regulator Control	566	Sft		\$ 611.28	0.15			\$
	Turf Establishment, Performance	4.470	LSUM	1	\$ 4,195.00		\$ 1,500.00		\$
	I '	1470	Syd	B '	\$ 9,555.00		\$ 10,290.00		\$
	1 inch Copper Service Lead, Type "K", Modified	889	Ft -		\$ 33,684.21	70.00			\$
	Water Main, C909 PVC, 8 inch, Bore	2174	Ft 	1	\$ 248,270.80	1	\$ 326,100.00		\$
	Water Main, C900 PVC, 8 inch, Tr Det G, Modified	571	Ft -	\$ 135.42	· ·	141.00			\$
	Connect to Existing Water Main	5	Ea		\$ 11,507.30	5,000.00			\$
	Fire Hydrant Valve and Assembly	7	Ea -		\$ 46,071.20		\$ 42,000.00		\$
	Supply & Install Meter Pit, Complete	6	Ea	1	\$ 52,912.80	1,500.00			\$
	Water Meter Pit, Rem	6	Ea		\$ 7,800.00	300.00	·		\$
	Curb Box, Stop, 1 inch, Corporation Stop and Connection, Modified	30	Ea	· .	\$ 44,603.40	2,500.00			\$
	Gate Valve and Box, 8 inch, Modified	8	Ea		\$ 21,950.72	1,600.00	\$ 12,800.00		\$
	Hydrant, Rem	3	Ea	i ' i	\$ 3,120.00	500.00			\$
	Testing and Chlorination of Water Main	1	LSUM	\$ 7,800.00	\$ 7,800.00	3,000.00	\$ 3,000.00		\$
	Water Main, 6 inch, Cut and Plug, Modified	5	Ea	\$ 1,430.00	\$ 7,150.00	1,500.00	\$ 7,500.00		\$
43	Railroad Flag Person	150	\$	35	\$ 5,250.00	1	\$ 150.00		\$
		The state of the s	TOTAL BID		\$ 727,088.91		\$ 851,435.40		\$



MEMORANDUM

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

DATE: March 21, 2022

TO: Owosso City Council

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

SUBJECT: 2022-2024 Water Service Line Replacement Project Tentative Award

RECOMMENDATION:

Approval of the tentative bid award of the low responsive bid from Green Tech Systems, LLC (Bay City, MI) for the 2022-2024 Water Service Line Replacement Project in the amount of \$3,331,600.00.

BACKGROUND:

On March 8, 2022, the City received bids for the 2022-2024 Water Service Line Replacement Project. Work includes replacement of non-compliant water service lines, altogether with related work items in various locations throughout the City. Green Tech Systems, LLC is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$3,331,600.00. A resolution for tentatively awarding the 2022-2024 Water Service Line Replacement Project to Green Tech Systems, LLC and tabulation of bids received is included for your consideration. The tentative award is required by the Drinking Water State Revolving Fund.

FISCAL IMPACTS:

The project is funded by the DWRF in the amount of \$3,331,600.00.

ATTACHMENTS: (1) Resolution, 2022-2024 Water Service Line Replacement Project Tentative Award

(2) Bid Tabulation 2022-2024 Water Service Line Replacement Project

RESOLUTION NO.

AUTHORIZING TENTATIVE AWARD OF A CONTRACT FOR THE 2022-2024 WATER SERVICE LINE REPLACEMENT PROJECT WITH GREEN TECH SYSTEMS, LLC

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing water distribution system through the replacement of lead and galvanized water service lines; and

WHEREAS, the 2022-2024 Water Service Line Replacement Project, formally adopted on June 28, 2021, 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 \$3,331,600.00 from Green Tech Systems, LLC; and

WHEREAS, the City of Owosso's Director of Public Services & Utilities, Ryan E. Suchanek, has recommended awarding the contract 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 for the proposed 2022-2024 Water

Service Line Replacement Project to Green Tech Systems, LLC, contingent upon successful financial arrangements with the State Revolving Fund Program.

SECOND: upon receipt of the 2022 SRF Loan Proceeds, the mayor and city clerk are hereby

authorized and instructed to sign, without further Council action, Exhibit A, substantially

as attached.

THIRD: the accounts payable department is authorized to submit payment to Green Tech

Systems, LLC in the amount of \$3,331,600.00 upon satisfactory completion of the project

or portion thereof.

FOURTH: the above expenses shall be paid for from the 2022 DWRF Bond Funds.

EXHIBIT A

Contract for Services Between The City of Owosso

and

Green Tech Systems, Llc

2022-2024 Water Service Line Replacement Project

March 2022

CONTRACT

THIS AGREEMENT is made on March _____, 2022 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and GREEN TECH SYSTEMS, LLC ("contractor"), a Michigan company, whose address is 214 Athlone Beach, Bay City, Michigan 48706.

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

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "2022-2024 Water Service Line Replacement Project", in accordance with the requirements and provisions of the following documents, 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 W-9

ARTICLE II - The Contract Sum

- (A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed three million three hundred thirty-one thousand six hundred dollars (\$3,331,600.00). 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	By
Its: Christopher T. Eveleth, Mayor	Its: Amy K. Kirkland, City Clerk
Date:	Date:

	DATE	3/8/2022				
	DEPT.	Engineering				
-	Waldorf & Son	is Inc				
	9118 Dort H	lwy				
	Mt. Morris, MI	48458				
UN	IIT:					

SUBJECT: 2022-2024 Water Service Line Replacement Project

					Engineer	s Estimate	Bay City,	MI 48706	Mt. Morris, MI 48458				
ITEM#	DESCRIPTION	EST. QTY	UNIT	UN PRI		TOTAL	UNIT	TOTAL	UNIT			TOTAL	
- 1	Water Service, Case 1, 1 inch, Curb Stop to Water Meter	9,000	FT	\$	60.00 \$	540,000.00	82.00 \$	738,000.00	\$	80.00	\$	720,000.0	
2	Water Service, Case 2, 1 inch, Main to Curb Stop	7,000	FT	s	65.00 \$	455,000.00	76.50 \$	535,500.00	S	115.00	s	805,000.0	
3	Water Service, Case 3, 1 inch, Main to Meter	12,000	FT	\$	55.00 \$	660,000.00	67.00 \$	804,000.00	\$	95.00	\$	1,140,000.0	
4	Failed Atlempt, Cable Method	60	EA	s	1,000.00 \$	60,000.00	500.00 \$	30,000.00	\$	50.00	\$	3,000.0	
5	Failed Attempt, Boring Method	60	EA	\$	1,000.00 \$	60,000.00	900.00 \$	54,000.00	\$	300.00	\$	18,000.0	
6	Water Meter Pit, Rem	200	EA	\$	500.00 \$	100,000.00	400.00 \$	80,000.00	\$	62.00	\$	12,400.0	
7	Supply & Install Meter Pit, Complete	300	EA	\$	1,000.00 \$	300,000.00	900.00 \$	270,000.00	\$	350.00	\$	105,000.0	
8	Sidewalk, Rem	3,335	SYD	\$	10.00 \$	33,350.00	10.00 \$	33,350.00	\$	9.00	s	30,015.0	
9	HMA, Rem	4,500	SYD	\$	15.00 \$	67,500.00	10.00 \$	45,000.00	\$	16.00	s	72,000.0	
10	Curb and Gutter, Rem	3,000	FT	\$	5.00 \$	15,000.00	20.00 \$	60,000.00	\$	12.00	\$	36,000.0	
11	Sidewalk, Conc, 4 inch, Modified	22,500	SFT	\$	7.00 \$	157,500.00	6.00 \$	135,000.00	\$	6.50	\$	146,250.0	
12	Sidewalk, Conc, 6 inch, Modified	7,500	SFT	s	10.00 \$	75,000.00	8.00 \$	60,000.00	\$	7.50	s	56,250.0	
13	Curb and Gutter, Conc, Det F4	3,000	FT	S	25.00 \$	75,000.00	40.00 \$	120,000.00	\$	32.00	s	96,000.0	
14	Driveway, Nonreinf Conc, 6 inch	200	SYD	\$	50.00 \$	10,000.00	70.00 \$	14,000.00	\$	63.00		12,600.0	
15	HMA, Repair	1485	TON	\$	150.00 \$	222,750.00	150.00 \$	222,750.00	\$	295.00	100	438,075.00	
16	Subgrade Undercutting, Type II, Modified	200	CYD	\$	25.00 \$	5,000.00	20.00 \$	4,000.00	\$	45.00		9,000.00	
17	Water Main Tap	60	EA	\$,500.00 \$	90,000.00	2,100.00 \$	126,000.00		250.00	150	15,000.00	
			TOTAL BID		\$	2,926,100.00	\$	3,331,600.00			\$	3,714,590.00	

Engineer's Estimate

D	EPT.	
ш	EAD.	

PURCH. AGENT:

STAFF REC.:

Green Tech Systems LLC

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: 9/1/2

9/1/2022

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

5/13/2022

SOLE PROPRIETORSHIP EXPIRATION DATE:

COUNCIL APPROVED:

AWARDED:

Green Tech Systems, LLC 214 Athlone Beach

PO NUMBER:

591 552 818.000 DWRF 7555-01

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/8/2022
DEPT. Engineering

SUBJECT:

2022-2024 Water Service Line Replacement Project

Bid Contained Mathematical Error

Michigan Excavation Specialist, Inc 4166 S Vasser Rd Burton, MI 48519 P.O. Box 14979 Saginaw, MI 48601 All Seasons Underground Construction, Inc 5687 Pawson Rd Tipton, MI 49287

ITEM#	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	1 Water Service, Case 1, 1 inch, Curb Stop to Water Meter	9,000	FT	\$ 120.00	\$ 1,080,000.00	133.00	\$ 1,197,000.00	\$ 151.75	\$ 1,365,750.00
:	Water Service, Case 2, 1 inch, Main to Curb Stop	7,000	FT	\$ 125.00	\$ 875,000.00	124.00	\$ 868,000.00	\$ 15 1 .75	\$ 1,062,250.00
;	Water Service, Case 3, 1 inch, Main to Meter	12,000	FT	\$ 110.00	\$ 1,320,000.00	137.00	\$ 1,644,000.00	\$ 151.75	\$ 1,821,000.00
	4 Failed Attempt, Cable Method	60	EA	\$ 1,100.00	\$ 66,000.00	417.00	\$ 25,020.00	\$ 500.00	\$ 30,000.00
;	5 Failed Attempt, Boring Method	60	EA	\$ 1,100.00	\$ 66,000.00	517.00	\$ 31,020.00	\$ 500.00	\$ 30,000.00
(6 Water Meter Pit, Rem	200	EA	\$ 800.00	\$ 160,000.00	400.00	\$ 80,000.00	\$ 200.00	\$ 40,000.00
7	7 Supply & Install Meter Pit, Complete	300	EA	\$ 1,400.00	\$ 420,000.00	500.00	\$ 150,000.00	\$ 500.00	\$ 150,000.00
{	B Sidewalk, Rem	3,335	SYD	\$ 11.00	\$ 36,685.00	15.00	\$ 50,025.00	\$ 15.00	\$ 50,025.00
9	HMA, Rem	4500	SYD	\$ 13.00	\$ 58,500.00	15.00	\$ 67,500.00	\$ 15.00	\$ 67,500.00
10	Curb and Gutter, Rem	3000	FT	\$ 25.00	\$ 75,000.00	15.00	\$ 45,000.00	\$ 2.50	\$ 7,500.00
1	1 Sidewalk, Conc, 4 inch, Modified	22,500	SFT	\$ 8.00	\$ 180,000.00	9.00	\$ 202,500.00	\$ 10.00	\$ 225,000.00
12	Sidewalk, Conc, 6 inch, Modified	7,500	SFT	\$ 12.00	\$ 90,000.00	11.00	\$ 82,500.00	\$ 15.00	\$ 112,500.00
13	3 Curb and Gutter, Conc, Det F4	3,000	FT	\$ 30.00	\$ 90,000.00	40.00	\$ 120,000.00	\$ 55.00	\$ 165,000.00
14	4 Driveway, Nonreinf Conc, 6 inch	200	SYD	\$ 50.00	\$ 10,000.00	95.00	\$ 19,000.00	\$ 85.00	\$ 17,000.00
18	5 HMA, Repair	1485	TON	\$ 275.00	\$ 408,375.00	346.00	\$ 513,810.00	\$ 250.00	\$ 371,250.00
16	Subgrade Undercutting, Type II, Modified	200	CYD	\$ 30.00	\$ 6,000.00	34.00	\$ 6,800.00	\$ 45.00	\$ 9,000.00
17	7 Water Main Tap	60	EA	\$ 1,600.00	\$ 96,000.00	600.00	\$ 36,000.00	\$ 650.00	\$ 39,000.00
			TOTAL BID		\$ 5,037,560.00		\$ 5,138,175.00		\$ 5,562,775.00

Ward's Excavating PO Box 240 St. Louis, MI 48880

ITEM#	DESCRIPTION	EST. QTY	UNIT		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Water Service, Case 1, 1 inch, Curb Stop to Water Meter	9,000	FT	\$	123.00	\$ 1,107,000.00		\$ -		\$	-
2	Water Service, Case 2, 1 inch, Main to Curb Stop	7,000	FT	\$	106,00	\$ 742,000.00		\$ -		\$	-
3	Water Service, Case 3, 1 inch, Main to Meter	12,000	FT	\$	145.00	\$ 1,740,000.00		\$ -		\$	-
4	Failed Attempt, Cable Method	60	EA	\$	1,200.00	\$ 72,000.00		\$ -		\$	-
5	Failed Attempt, Boring Method	60	EA	\$	650.00	\$ 39,000.00		\$ -		\$	-
6	Water Meter Pit, Rem	200	EA	\$	300.00	\$ 60,000.00		\$ -		\$	-
7	Supply & Install Meter Pit, Complete	300	EA	\$	1,000.00	\$ 300,000.00		\$ -		\$	-
8	Sidewalk, Rem	3,335	SYD	\$	46.00	\$ 153,410.00		\$ -		\$	-
9	HMA, Rem	4500	SYD	\$	42.00	\$ 189,000.00		\$ -		\$	-
10	Curb and Gutter, Rem	3000	FT	\$	35.00	\$ 105,000.00		\$ -		\$	-
11	Sidewalk, Conc, 4 inch, Modified	22,500	SFT	\$	22.00	\$ 495,000.00		\$ -		\$	-
12	Sidewalk, Conc, 6 inch, Modified	7,500	SFT	\$	23.00	\$ 172,500.00		\$ -		\$	-
13	Curb and Gutter, Conc, Det F4	3,000	FT	\$	56.00	\$ 168,000.00		\$ -		\$	-
14	Driveway, Nonreinf Conc, 6 inch	200	SYD	\$	200.00	\$ 40,000.00		\$ -		\$	-
15	HMA, Repair	1485	TON	\$	550.00	\$ 816,750.00		\$ -		\$	-
16	Subgrade Undercutting, Type II, Modified	200	CYD	\$	67.00	\$ 13,400.00		\$ -		\$	-
17	Water Main Tap	60	EA	\$	350.00	\$ 21,000.00		\$ -		\$	-
	TOTAL BID					\$ 6,234,060.00		\$ -		\$	-

MEMORANDUM



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

DATE: March 21, 2022

TO: City Council

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

SUBJECT: 2022 Sidewalk Program Bid Award

RECOMMENDATION:

Award of sidewalk restoration services to Lopez Concrete Construction, LLC of Lansing, Michigan, for the 2022 Sidewalk Program in the amount of \$112,250.00

BACKGROUND:

Bids were received on March 1, 2022 for the 2022 Sidewalk Program. This work is necessary to replace sections of sidewalk on various streets in the City that have become misaligned, deteriorated, or damaged. Nine (9) bids were received. The five low bids are as follows:

- Lopez Concrete Construction, LLC of Lansing, MI in the amount of \$112,250.00
- Seifert Concrete of Ithaca, MI in the amount of \$138,025.00
- K.D. Cement, LLC of Commerce Twp, MI in the amount of 157,675.00
- Bearstone Construction, LLC of Bath, MI in the amount of 174,434.00
- Great Lakes Infrastructure of Linden, MI in the amount of \$201,494.50

FISCAL IMPACTS:

Funds for this work are to be charged to the FY2022-2023 Major and Local Street Maintenance Funds, Account Nos. 202-463-818.000 and 203-463-818.000 in the amount of \$112,250.00, plus additional restoration and replacement services required during the fiscal year in the amount of \$20,000.00 for a total of \$132,250.00.

Attachments: (1) Resolution

(2) Project Map

(3) Bid Tab

RESOLUTION NO.

AUTHORIZING THE AWARD OF THE 2022 SIDEWALK PROGRAM TO LOPEZ CONCRETE CONSTRUCTION, LLC OF LANSING, MICHIGAN

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

WHEREAS, the City of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2022 Sidewalk Program, and the low responsive and responsible bid was received from Lopez Concrete Construction, LLC in the amount of \$112,250.00; 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 interest to employ Lopez Concrete Construction, LLC to replace sections of

damaged or misaligned sidewalk as part of the 2022 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

\$112,250.00, plus additional restoration and replacement services required as contingency during the fiscal year in an amount up to \$20,000.00, for a total of

\$132,250.00.

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 \$112,250.00, plus contingency in the amount of \$20,000.00 for a total of \$132,250.00.

FOURTH: The above expenses shall be paid from the FY2022-2023 Major and Local Street

Maintenance Funds accounts 202-463-818.000 and 203-463-818.000.

EXHIBIT A

Contract for Services Between The City of Owosso

and

Lopez Concrete Construction, LLC

2022 Sidewalk Program

March 2022

CONTRACT

THIS AGREEMENT is made on March____, 2022 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, Michigan 48910.

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

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "2022 Sidewalk Program," in accordance with the requirements and provisions of the following documents, 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
General conditions
Standard specifications
Detailed specifications

ARTICLE II - The Contract Sum

- (A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed One Hundred Twelve Thousand Two Hundred Fifty dollars (\$112,250.00) plus a contingency in the amount of twenty thousand dollars (\$20,000.00) to be used upon written request of the City. 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	
Its:	
Date:	
THE CITY OF OWOSSO	
Ву	Ву
Its: Christopher T. Eveleth, Mayor	Its: Amy K. Kirkland, City Clerk
Date:	Date:

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/1/2022 DEPT. Engineering

SUBJECT: 2022 SIDEWALK PROGRAM

	Bid Contained Mathematical Error			Enginee	r's E	stimate	Lopez Concrete 4711 Bu Lansing	rchfi	eld Ave		Seifert 5951 S Ithica,	Sta	te Rd
ITEM#	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL		UNIT		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	15,500	SFT	\$ 6.00	s	93,000.00	5.00	\$	77,500.00	\$	6.00	\$	93,000.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	2,200	SFT	\$ 7.00	\$	15,400.00	7.00	\$	15,400.00	\$	7.00	\$	15,400.00
3	LAWN RESTORATION	13,700	SFT	\$ 1.00	\$	13,700.00	0.50	\$	6,850.00	\$	1.00	\$	13,700.00
- 4	SAWCUT	2,400	FT	\$ 2.00	\$	4,800.00	0.50	\$	1,200.00	\$	1.75	\$	4,200.00
5	CURB REMOVAL & REPLACEMENT	200	FT	\$ 40.00	\$	8,000.00	35.00	\$	7,000.00	s	38.00	s	7,600.00
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	250	SFT	\$ 8.00	\$	2,000.00	10.00	\$	2,500.00	\$	8.50	s	2,125.00
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$ 100.00	\$	2,000.00	90.00	\$	1,800.00	\$	100.00	s	2,000.00
			TOTAL BID		\$	138,900.00		\$	112,250.00	-		\$	138,025.00

					Farr	nt, LLC n Court #6 o, MI 48390	Bearstone Co 4212 D Bath,)rum	heller		Great Lakes 3250 La Linden, I	hrin	g Rd
ITEM#	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE		TOTAL	UNIT		TOTAL		UNIT		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	15,500	SFT	\$ 6.75	\$	104,625.00	7.25	\$	112,375.00	\$	8.49	\$	131,595.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	2,200	SFT	\$ 7.75	\$	17,050.00	9.00	\$	19,800.00	\$	10.96	s	24,112.00
3	LAWN RESTORATION	13,700	SFT	\$ 1.50	\$	20,550.00	1.67	\$	22,879.00	\$	1.50	\$	20,550.00
4	SAWCUT	2,400	FT	\$ 1.50	\$	3,600.00	2.70	\$	6,480.00	S	1.75	s	4,200.00
5	CURB REMOVAL & REPLACEMENT	200	FT	\$ 45.00	\$	9,000.00	41.00	\$	8,200.00	s	74.00		14,800.00
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	250	SFT	\$ 9.00	\$	2,250.00	10.00	\$	2,500.00	\$	12.95	s	3,237.50
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$ 30.00	\$	600.00	110.00	\$	2,200.00	\$	150.00	-	3,000.00
			TOTAL BID		\$	157,675.00		\$	174,434.00			\$	201,494.50

DEPT. HEAD:	Myon Lushum	GENERAL LIABILITY INSURAN EXPIRATION DATE:	07/01/2022	AWARDED:	
PURCH AGENT:	3/11/22	WORKERS COMPENSATION IN EXPIRATION DATE:	SURANCE 07/01/2022	COUNCIL APPROVED:	
STAFF REC.:	Lopez Concrete Construction	SOLE PROPRIETORSHIP EXPIRATION DATE:	N/A	PO NUMBER:	

202.463.818.000 (35%) 39,287.50 203.463.818.000 (65%) 72962.50 FYE 6130123 expense

CITY OF OWOSSO BID TABULATION SHEET

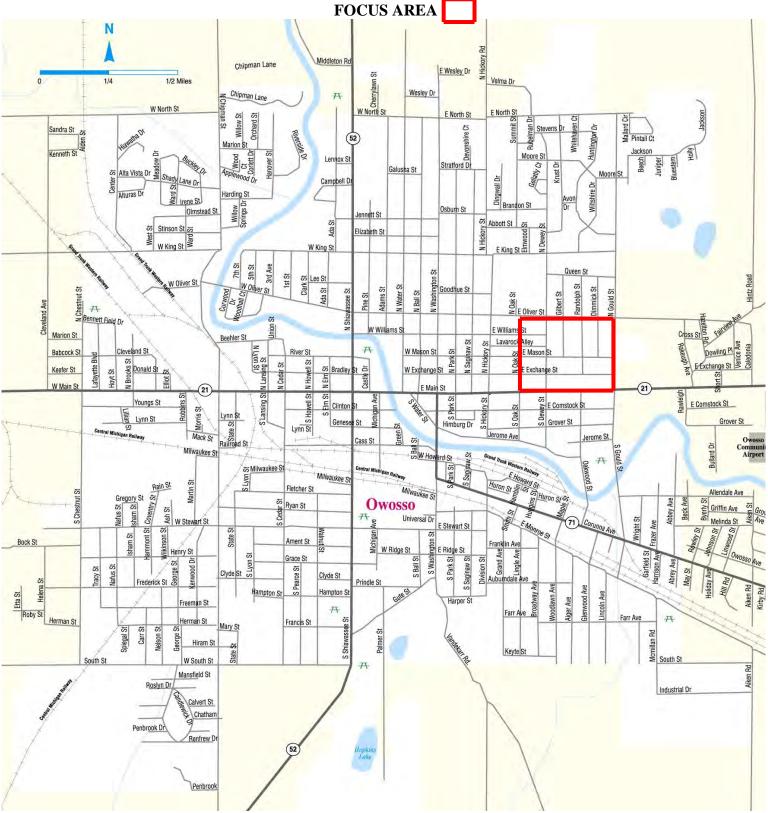
DATE 3/1/2022 DEPT. Engineering

SUBJECT: 2022 SIDEWALK PROGRAM

	Bid Contained Mathematical Error			LA	Construc 3453 N Flint,	Line	25.00	Superior Contra 3044 Va Almont,	an D	yke Rd	C&D Hu 3097 La Charlotte	nsir	ig Rd
ITEM#	DESCRIPTION	EST. QTY	UNIT		UNIT		TOTAL	UNIT		TOTAL	UNIT PRICE		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	15,500	SFT	\$	10.00	s	155,000.00	10.63	\$	164,765.00	\$ 10.00	\$	155,000.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	2,200	SFT	\$	11.30	\$	24,860.00	14.05	\$	30,910.00	\$ 12.00	\$	26,400.00
3	LAWN RESTORATION	13,700	SFT	\$	2.40	\$	32,880.00	1.22	\$	16,714.00	\$ 4.00	\$	54,800.00
4	SAW CUT	2,400	FT	\$	6.20	\$	14,880.00	5.32	\$	12,768.00	\$ 1.00	s	2,400.00
5	CURB REMOVAL & REPLACEMENT	200	FT	\$	71.60	\$	14,320.00	98.67	\$	19,734.00	\$ 75.00	\$	15,000.00
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	250	SFT	\$	15.00	\$	3,750.00	21.26	\$	5,315.00	\$ 15.00	\$	3,750.00
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$	92.80	\$	1,856.00	45.60	\$	912.00	\$ 75.00	\$	1,500.00
			TOTAL BID			\$	247,546.00		\$	251,118.00		\$	258,850.00

				Grit 9 48575 I Wixom,	Dow	ning St						
ITEM#	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE		TOTAL	UNIT		TOTAL	UNIT		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	15,500	SFT	\$ 12.00	\$	186,000.00		\$	74.		\$	-
2	6" SIDEWALK REMOVAL & REPLACEMENT	2,200	SFT	\$ 16.00	\$	35,200.00		\$			\$	
3	LAWN RESTORATION	13,700	SFT	\$ 7.00	\$	95,900.00		\$			\$	
4	SAW CUT	2,400	FT	\$ 11.50	\$	27,600.00		\$	4.5		s	- 3
5	CURB REMOVAL & REPLACEMENT	200	FT	\$ 100.00	\$	20,000.00		\$	- 2		s	
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	250	SFT	\$ 18.00	\$	4,500.00		s	3.1		\$	
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$ 350.00	\$	7,000.00		\$	-		\$	
			TOTAL BID		\$	376,200.00		\$	-		\$	

CITY OF OWOSSO 2022 SIDEWALK PROGRAM





MEMORANDUM

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

DATE: March 17, 2022

TO: Mayor Eveleth and the Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Lot Split Application

Addresses: 701 S Park and Monroe/Saginaw Streets

Parcel ID Numbers: 050-652-004-008-00 050-652-004-001-00

RECOMMENDATION: The attached lot split request, received on March 9, 2022 from Saginaw Shiawassee Habitat for Humanity, has been reviewed by each department head within the City of Owosso. The proposed splits will conform to present city ordinances. Therefore, approval by the City Council for this lot split is recommended.

Two of the lots will require a variance for the front yard projections and this will be presented to the Zoning Board Appeals on April 19, 2022.

CURRENT LEGAL DESCRIPTIONS:

• 701 S PARK STREET – LOTS 14 15 BLK 4 A L WILLIAMS 2ND ADD INCLUDING ½ CLOSED ALLEY

CALCULATED AREA OF 99' X 124'

MONROE STREET – LOTS 1 2 3 4 5 & 6 (EX W ½ OF 6 BLK 4 A L WILLIAMS ADD 2ND ADD INCLUDING ½ CLOSED ALLEY

CALCULATED AREA OF .678 ACRES

PROPOSED - SEE ATTACHED FOR FULL LEGAL DESCRIPTIONS

- Lot 1 will have an address of 701 S Park and parcel number 050-652-004-008-00 CALCULATED AREA OF 99' X 88'
- Lot 2 will have an address of 202 E Monroe and parcel number 050-652-004-009-00 CALCULATED AREA OF 88' X 99'
- Lot 3 will have an address of 702 S Saginaw and parcel number 050-652-004-010-00 CALCULATED AREA OF 88' X 99'
- Lot 4 will have an address of 704 S Saginaw and parcel number 050-652-004-001-00 CALCULATED AREA OF 106' X 132'

FISCAL IMPACTS: N/A



Application Fee: Single - \$225 Multiple - \$225 each + \$35/resulting lot

P2022-003 03/09/2022

APPLICATION TO DIVIDE PLATTED CITY LOTS

The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council.

Step-By-Step Guide

- 1. Staff will assist the applicant by explaining the parcel split process, provide site information, review the application and inform that a survey may be required
- 2. Applicant submits application with fee
- 3. Departmental review of application
- 4. Staff prepares memo for next City Council meeting
- 5. Send notice to applicant with the date of the City Council meeting
- 6. City Clerk notifies the Building Department and Assessor of Council approval or denial
- 7. Final approval or denial notice sent to applicant
 - Requests for parcel splits can only be approved if the request meets the requirements of the Zoning
 Ordinance. The resulting split cannot create a parcel that does not meet the minimum dimensional
 requirements for the district (street frontage and parcel area). If there are structures on the parcel they
 must meet the side yard and/or rear yard setback as applicable.
 - It is the owner's responsibility to verify that there are no issues/objections to the request by any persons, firms, or corporations having a legal or equitable interest in the land. The City does not conduct a title search for the property.
 - If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor to update their Homestead Exemption.
 - The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless
 waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing
 set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. The Zoning
 Administrator reserves the right to require additional information necessary to meet the requirements of the
 Zoning Ordinance.
 - ALL DELINQUENT TAXES/SPECIAL ASSESSMENTS/LIENS MUST BE PAID ON ANY PARCEL BEFORE THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.

	Applicant Informatio	n	
Name Saginaw Shiawassee Habitat fo	r Humanity		
Affiliation if Not Owner:			
Address: 315 W. Holland., Saginaw M	li 48602		
Phone:989-295-8447			
	and Division Informat		
Parcel Address:		Parcel Number) F:
701 S. Park	050-652-	004-008-00	
??? S. Saginaw	050-652-	004-001-00	
	Proposed Use		
X Residential Commercial	□ Industrial	□ Institutional	☐ Other

Describe the division being proposed

Divide parcel 050-652-004-08-00 and parcel 050-652-004-001-00 into 4 residential lots and some green space on Saginaw Street. End result will be 1 lot facing S. Park, 1 lot facing E. Monroe and 2 lots and some green space facing S. Saginaw Street

Affidavit and Permissions:

- I agree the statements made on this document are true, and if found not to be true, this
 application and any approvals will be void
- I agree to give permission for officials of the municipality to enter onto property involved in this
 application for purposes of inspection, to verify that the information provided on the application is
 correct
- I understand that any approval hereunder only constitutes approval of requested legal descriptions and does not provide, constitute, infer or imply build ability or compliance with any applicable statute, law, building code, deed restriction, or property right
- . I agree to comply with the conditions and regulations provided with this parcel division
- I understand that the land division application may take up to 30 days to be processed
- I understand that property tax bills may be issued using the parent parcel(s) and I agree to have the tax bills and other city of Owosso liens charged/billed during this period paid by the appropriate party
- I understand that if property is being conveyed between the parties, requested land division will
 only take place on city records after recording of deed
- Divisions require all taxes, special assessments and outstanding invoices be paid in full before the division can be processed

Applicant Signature
Submitted Via Email on 03/09/2022/ pard Fee on 03/10/2022

City of Owosso Lot Split Ordinance Sec. 30-5. - Lot division.

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form.

(Ord. No. 456, § 1, 12-19-88)

ASSESSOR TO ATTACH LOT SPLIT FORM WITH CURRENT AND NEW DESCRIPTIONS, ASSESSED AND TAXABLE VALUES

City of Owosso Division of Platted City Lots Departmental Review □ Denial 1. Building Official Recommends: appeared via Email on 03/14/2022 Comments: Signature: ■ Approval 2. Assessor Recommends: □ Denial Appeared via Email on 03/10/2022 Comments: Signature: Approval □ Denial 3. Treasurer Tax Information: Unpaid Paid County Drain Office Special Assessments: Paid Unpaid County Treasurer's Office Delinquent Taxes: Paid □ Unpaid Special Assessments: Comments: Signature: 4. Public Utilities Recommends: Approval □ Denial Engineering comments Signature: 5. Engineering Recommends: ★ Approval Denial Via Enail on 03/10/2022 For additional on usility representations Signature: 6. Zoning Administrator Recommends: □ Denial Variances Reaviron Comments: Signature Harrer - Justin Sprague - appeared via email on 03/16/2022

Date for City Council Review:	04-04-2022	Date notice sent to applicant:	03-16-2022
City Council action:	□ Approved as submitted	□ Denied	Approved with attached conditions
Date results sent to applicant:			

Application Reviewed	V
Fee paid	W
Return all materials to Building Department	
Send copy of application to applicant with date of Council Meeting	
Prepare memo and submit with original application to Clerk's Office	
After Council approval or denial, notify applicant with copy of completed application	
Notify Assessor of approval or denial	
Scan to BS&A file and file hard copy	

3.

Tanya S. Buckelew

From:

Michael L. Dowler

Sent:

Thursday, March 10, 2022 11:05 AM

To:

Tanya S. Buckelew

Subject:

RE: Lot Split Review

Assessing recommends approval of lot splits.

Lot 1 will have an address of 701 S Park and parcel number 050-652-004-008-00 Lot 2 will have an address of 202 E Monroe and parcel number 050-652-004-009-00 Lot 3 will have an address of 702 S Saginaw and parcel number 050-652-004-010-00 Lot 4 will have an address of 704 S Saginaw and parcel number 050-652-004-001-00

Green space will be included in lot 4.

These parcel numbers will be active for the 2023 assessment roll.

MICHAEL DOWLER, MMAO(4) / PPE

Assessor
City of Owosso
301 W Main St
Owosso, MI 48867
989-725-0532
michael.dowler@ci.owosso.mi.us

This communication, along with any documents, files or attachments is intended only for the use of the addresses and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or the City of Owosso and, when applicable, the opinions expressed here are my own and do not necessarily represent those of the City.

From: Tanya S. Buckelew

Sent: Thursday, March 10, 2022 10:35 AM

To: Michael L. Dowler

Subject: RE: Lot Split Review

Lot 1 is already 701 S Park
Lot 2 will now be 202 E Monroe
Lot 3 will now be 702 S Saginaw
Lot 4 will now be 704 S Saginaw
Green space lot will now be 706 S Saginaw

You pick the tax ID #'s and let me know please.

Tanya S. Buckelew

From:

Clayton R. Wehner

Sent:

Thursday, March 10, 2022 10:23 AM

To:

Tanya S. Buckelew; Justin Sprague; Bradley Hissong; Randy J. Chesney; Ryan E.

Suchanek; Michael L. Dowler

Cc:

Nathaniel R. Henne

Subject:

RE: Lot Split Review

Engineering recommends approval of lot split. No existing utility issues.

Habitat for Humanity engineer has been in contact with city engineering department regarding future utility connections for the four houses. Lots 1-3 can connect to existing utilities. Lot 4 will require a water main extension and sanitary sewer extension as Saginaw St does not have existing water main or sanitary sewer. All utility connections will require work order. All work within the right-of-way will require a right-of-way permit.

Clayton

From: Tanya S. Buckelew

Sent: Thursday, March 10, 2022 9:48 AM

To: Justin Sprague; Bradley Hissong; Clayton R. Wehner; Randy J. Chesney; Ryan E. Suchanek; Michael L. Dowler

Cc: Nathaniel R. Henne **Subject:** Lot Split Review

Attached is the lot split application and supporting documentation for the Habitat for Humanity project on the vacant lots of Park/Monroe/Saginaw Streets.

2 vacant lots exist and the split will result in 4 lots for 4 new homes and a small green space area. This project will also require a variance for the front porch setbacks on lots 1 and 3. Application and paper work for the variance is in progress.

I plan on presenting to Council at the April 4th meeting, so please get your review back to me within the next couple of weeks.

Thank you,

Tanya S. Buckelew

Planning & Building Director

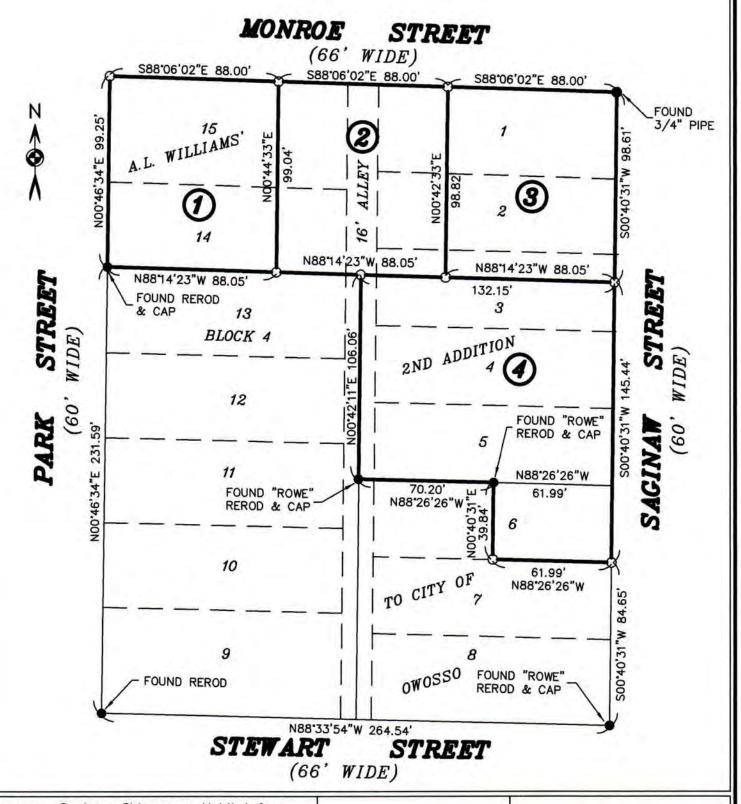
301 W Main Street

Owosso, MI 48867

989-725-0540

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NOTE: Rerods, 18" in length, with cap #24622, were driven at all points marked thus: O



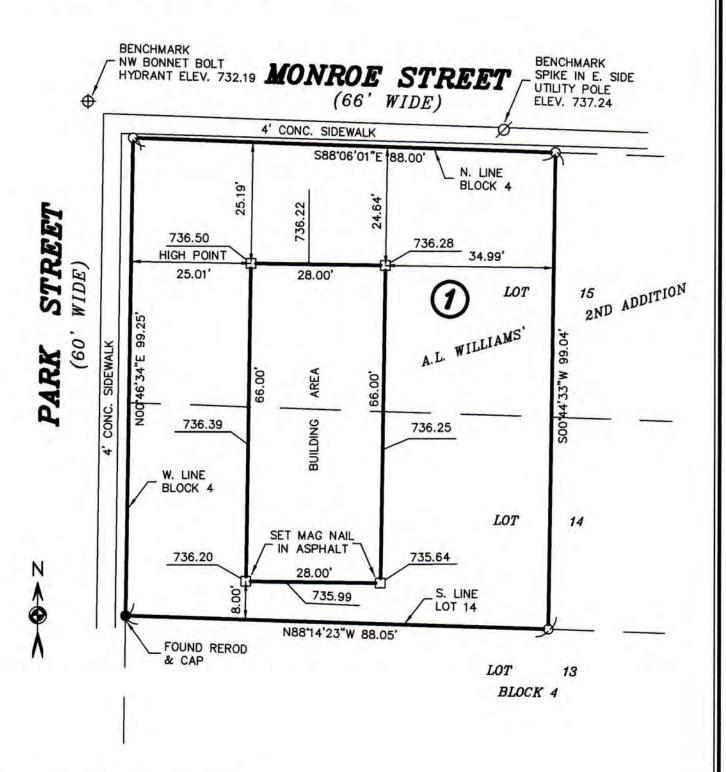
CLIENT	: Saginaw-Sh	niawassee Ho	ibitat for	
DATE:	February 16,	2022	Humanity	City of Owo Shiawassee
SCALE		JOB NO	28157	Michigan

y of Owosso awassee County, Sheet #1 of 6 higan

VANRAEMDONCK : * §

I hereby certify that I have surveyed and mapped the land above platted and/or described on and that the relative positional precision of the corners identified for this survey and shows on the map are within the limits accepted by the practice of professional surveying, and that the requirements of 1970 Pol 32, MCL 54.213 have been met.

 \bigcirc = 1/2" REROD, 24" LONG, WITH CAP #24622 \square = 3/4" GALV. SPIKE 12" LONG



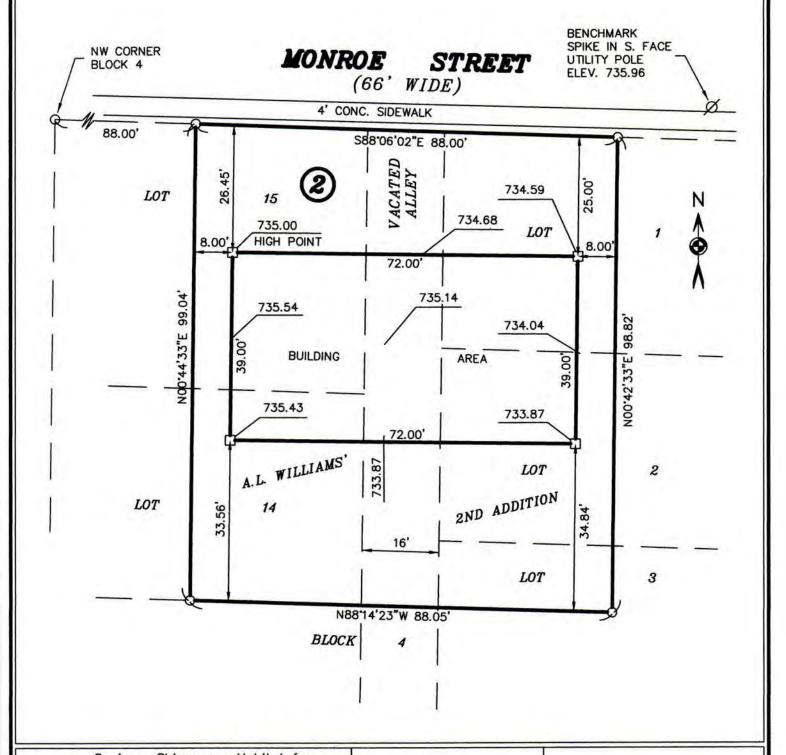
CLIENT: Saginaw-Shiawassee Habitat for			
	umanity	City of Owosso, Shiawassee County,	Sheet #2 of 6
Del Colore de la C	8157	Michigan	

I hereby certify that I have surveyed and mapped the land above platted and/or described on 02/10/2022 and that the relative positional precision of the corners identified for this survey and shows map are within the limits accepted by the practice of professional surveying, and that the requirements for 19/10/2022, MCL 54.213 have been met.

Charles Therese was a second

* VANDAENDONG

O = 1/2" REROD, 24" LONG, WITH CAP #24622 \Box = 3/4" GALV. SPIKE 12" LONG



CLIENT: Saginaw-Shiawassee Habitat for

DATE: February 16, 2022 Humanity

SCALE: 1" = 20' JOB NO. 28157

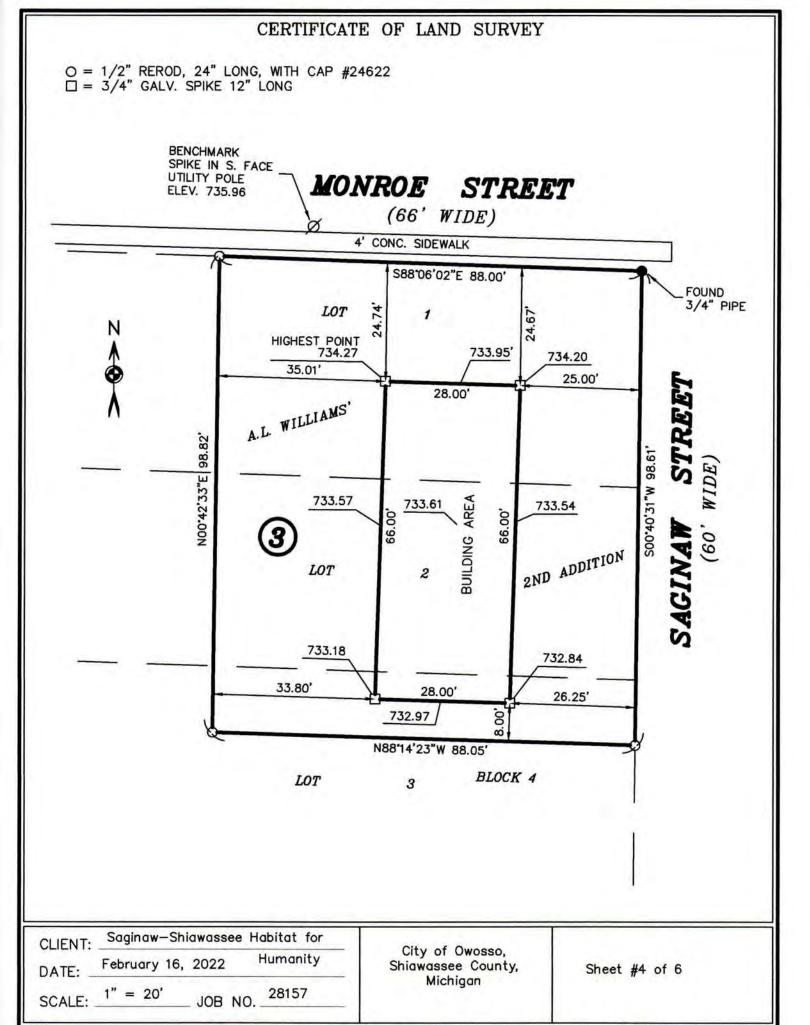
City of Owosso Shiawassee County, Michigan

Sheet #3 of 6

I hereby certify that I have surveyed and mapped the land above platted and/or described on 02/10/2022 and that the relative positional precision of the corners identified for this survey and shown on the corner identified for this survey and shown on the corne

LESLIE

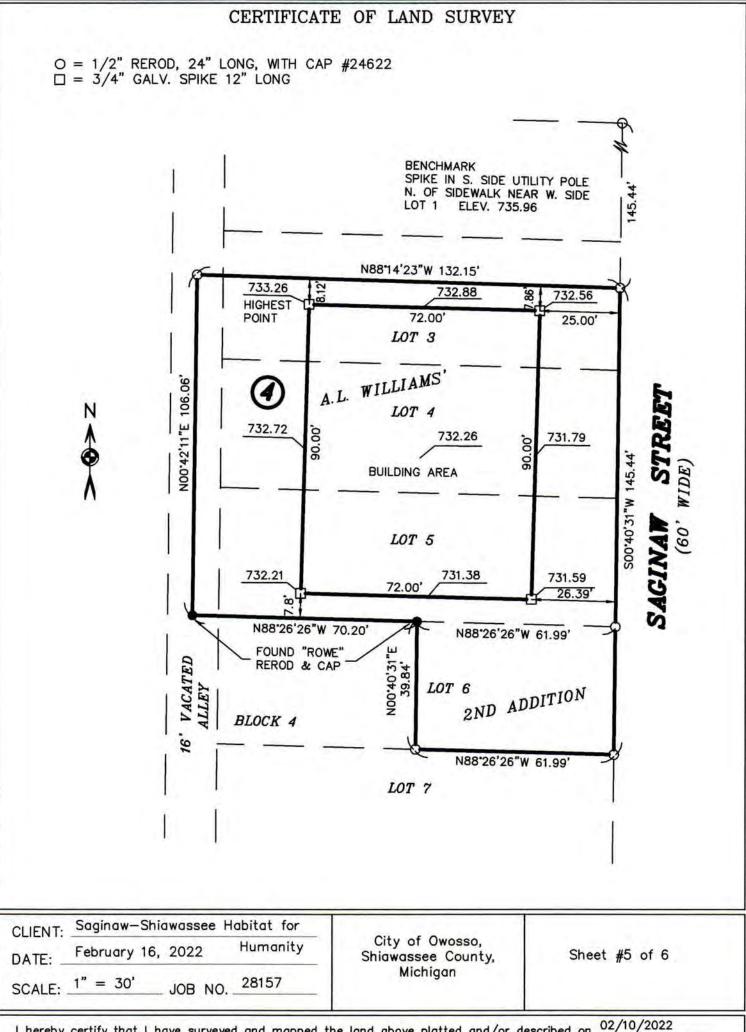
COA N. CHILAWACCEE CO



I hereby certify that I have surveyed and mapped the land above platted and/or described on 02/10/2022 and that the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying, and that the requirements of 05/10/2024 132, MCL 54.213 have been met.

204 N SHIAWASSER ST

MARK LESLIE



I hereby certify that I have surveyed and mapped the land above platted and/or described on 02/10/2022 and that the relative positional precision of the corners identified for this survey and of the map are within the limits accepted by the practice of professional surveying, and that the requirements for 19/10/2021 April 32, MCL 54.213 have been met.

* : VANRAEMDONCK

DESCRIPTIONS:

Parcel 1 - Part of Lots 14 and 15 of Block 4 of "A.L. Williams' Second Addition to the City of Owosso," Shiawassee County, Michigan, according to the plat thereof, as recorded in Liber 1 of Plats, on Page 58, Shiawassee County Records, described as beginning at the Northwest corner of said Block 4; thence S88°06'02"E on the North line of said Block 4 a distance of 88.00 feet; thence S00°44'33"W 99.04 feet to the South line of said Lot 14; thence N88°14'23"W on said South line a distance of 88.05 feet to the West line of said Block 4; thence N00°46'34"E 99.25 feet to the point of beginning, containing 0.20 of an acre, more or less. Subject to all easements and restrictions of record.

Parcel 2 - Part of Lots 1, 2, 3, 14 and 15 and part of the vacated alley all in Block 4 of "A.L. Williams' Second Addition to the City of Owosso," Shiawassee County, Michigan, according to the plat thereof, as recorded in Liber 1 of Plats, on Page 58, Shiawassee County Records, described as beginning at a point that is S88°06'02"E on the North line of said Block 4 a distance of 88.00 feet from the Northwest corner of said Block 4; thence continuing S88°06'02"E 88.00 feet; thence S00°42'33"W 98.82 feet; thence N88°14'23"W 88.05 feet; thence N00°44'33"E 99.04 feet to the point of beginning, containing 0.20 of an acre, more or less. Subject to all easements and restrictions of record.

Parcel 3 - Part of Lots 1, 2 and 3 of Block 4 of "A.L. Williams' Second Addition to the City of Owosso," Shiawassee County, Michigan, according to the plat thereof, as recorded in Liber 1 of Plats, on Page 58, Shiawassee County Records, described as beginning at a point that is S88°06'02"E on the North line of said Block 4 a distance of 176.00 feet from the Northwest corner of said Block 4; thence continuing S88°06'02"E 88.00 feet to the Northeast corner of said Block 4; thence S00°40'31"W on the East line of said Block 4 a distance of 98.61 feet; thence N88°14'23"W 88.05 feet; thence N00°42'33"E 98.82 feet to the point of beginning, containing 0.20 of an acre, more or less. Subject to all easements and restrictions of record.

Parcel 4 - Part of Lots 3, 4, 5 and 6 and part of the vacated alley all in Block 4 of "A.L. Williams' Second Addition to the City of Owosso," Shiawassee County, Michigan, according to the plat thereof, as recorded in Liber 1 of Plats, on Page 58, Shiawassee County Records, described as beginning at a point that is S00°40'31"W on the East line of said Block 4 a distance of 98.61 feet; thence continuing S00°40'31"W 145.44 feet; thence N88°26'26"W on the South line of said Lot 6 a distance of 61.99 feet; thence N00°40'31"E 39.84 feet to the South line of said Lot 5; thence N88°26'26"W on said South line a distance of 70.20 feet to the centerline of the vacated alley; thence N00°42'11"E on said centerline a distance of 106.06 feet; thence S88°14'23"E 132.15 feet to the point of beginning, containing 0.38 of an acre, more or less. Subject to all easements and restrictions of record.

CLIENT: Saginaw-Shiawassee Habitat for Humanity

DATE: February 16, 2022

Sheet #6 of 6

City of Owosso Shiawassee County

m. Man 1 18

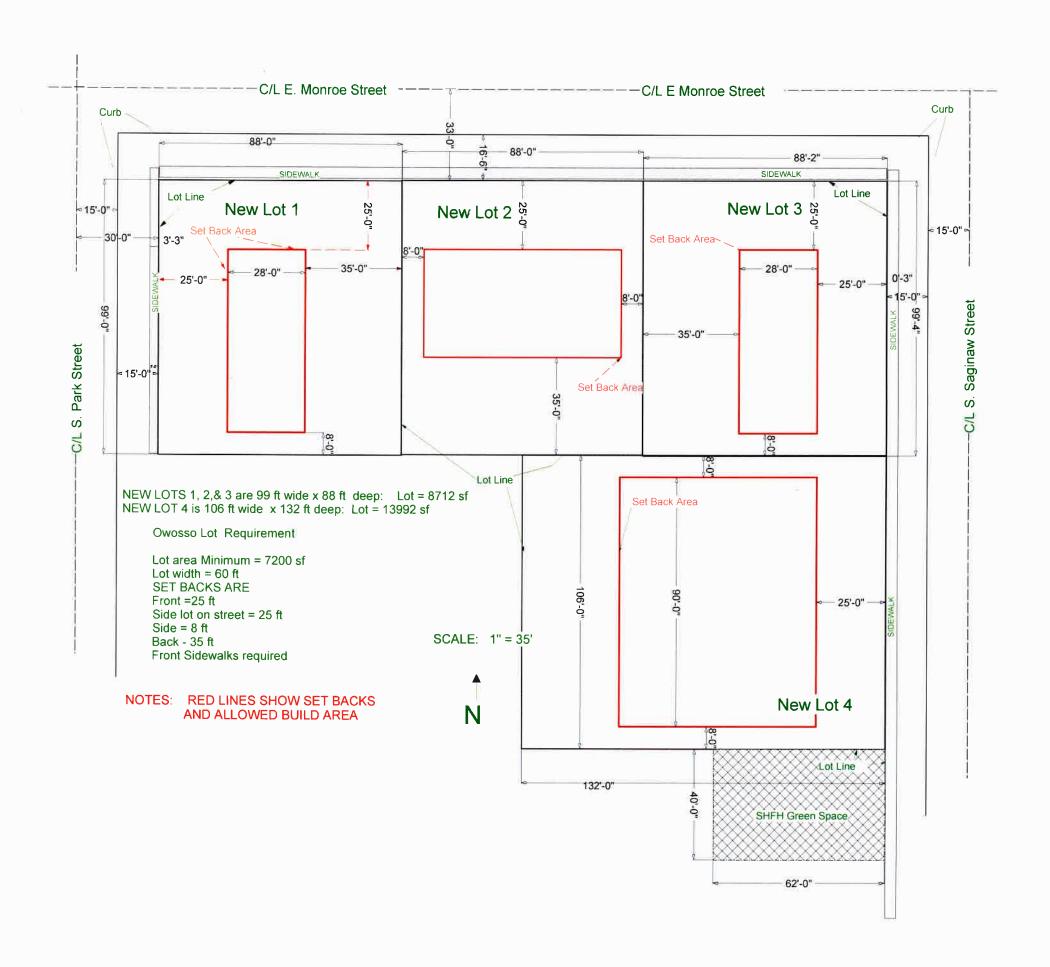
JOB NO: 28157

Michigan



OWOSSO





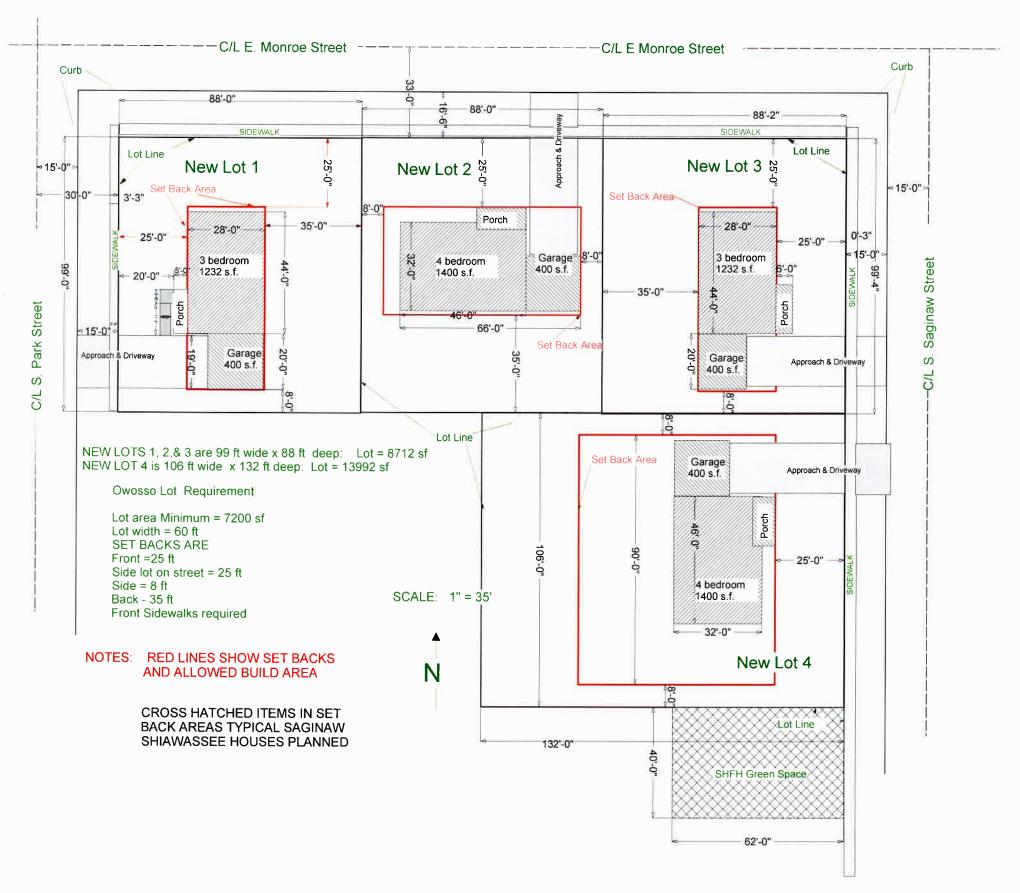
5CALE: 1"=35' 5HEET:

DRAWINGS BY:

SAGINAM SHIAMASSEE HABITAT FOR HUMANITY 315 M. HOLLAND SAGINAM MI. 48602 PROJECT DESCRIPTION:

28X44 -3 BDRM ON SLAB WITH 2 BATHS OPEN PLAN, 2 CAR ATTACHED GARAGE AND 5 FT X 14 FT PORCH IN FRONT SET BACK AREA. A VARIANCE WILL BE APPLIED FOR SHEET TITLE

REPLATTED LOTS FOR SHIAWASSEE SAGINAM HABITAT FOR HUMANITY WITH SET BACKS AND BUILDABLE AREA SHOWN IN RED REVISION TABLE
NUMBER | DATE | REVISED BY | DESCRIPTION





TYPICAL HOUSE LOOK FOR LOT 2 ON MONROE STREET



TYPICAL HOUSE LOOK FOR LOTS 1 AND 3 ON PARK AND SAGINAW STREETS EXCEPT GARAGE DOOR WOULD BE ON FRONT

SHEET TITLE

CROSSHATCHED AREAS SHOW FOOTPRINT
OF TYPICAL SAGINAW SHIAWASSEE HOUSES
IN SET BACK AREAS AND TYPICAL FRONT
ELEVATIONS OF OUR HOUSES

NUMBER	DATE	REVISED BY	DESCRIPTION	
		Value of the second		
			li	
			ii	



MEMORANDUM

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

DATE: March 21, 2022

TO: Owosso City Council

FROM: Amy Fuller, Assistant to City Manager

SUBJECT: Low Income Household Water Assistance Program (LIHWAP)

RECOMMENDATION:

Approval of the Memorandum of Understanding (MOU) with the Michigan Department of Health and Human Services (MDHHS) and Capital Area Community Services, Inc. (CACS) for participation in the Low Income Household Water Assistance Program.

BACKGROUND:

This program will provide direct payment assistance for household water accounts in arrears or disconnect status for qualifying low income households. The federally funded program is administered through MDHHS and CACS. Funding is available until September 30, 2023 unless depleted prior to that date. \$1.5 million has been allocated for water and sewer related payments on behalf of eligible residents in Clinton, Eaton, Ingham and Shiawassee Counties.

If Council approves the MOU, qualifying Owosso water clients can apply for up to \$650 per household per year to be used to pay for water and sewer costs. Interested households would apply through CACS, payment would come directly to the city. The city's responsibility is to process the payment efficiently and to guarantee service for at least 90 days after receipt of payment.

City staff have reviewed the LIHWAP requirements and recommend approval of the MOU. The Treasury Department is prepared to implement a procedure to ensure no disconnection of services for 90 days after payment is received on behalf of the customer and if the account is in arrears after 90 days, a new disconnect notice will be issued if applicable as stipulated in the MOU.

FISCAL IMPACTS:

The fiscal impact for the city is minimal however the impact for low income households has the potential to be significant.

ATTACHMENTS: (1) LIHWAP MOU

(2) ILHWAP Flyer

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND CAPITAL AREA COMMUNITY SERVICES, INC. FOR THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

WHEREAS, the city of Owosso has water customers in arrears or facing disconnect who could benefit from the participation in this program; and

WHEREAS, the Michigan Department of Health and Human Services and Capital Area Community Services, Inc. have funding available for qualifying low income households to help with water and sewer payments through the Low Income Household Water Assistance Program; and

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to participate in the Low Income Household Water Assistance Program.

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 execute a Memorandum of Understanding with the Michigan

Department of Health and Human Services and Capital Area Community Services, Inc.

for participation in the Low Income Household Water Assistance Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the document attached as

Exhibit A.

MEMORANDUM OF UNDERSTANDING NUMBER:

Between

THE STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

^		_
Δ	n	п

PARTNER / ENTITY NAME			PRIMARY CONTACT		
Capital Area Community Services, Inc.			Miguel Rodriguez		
EMAIL			·		TELEPHONE
Miguel@cacsmi.org					517-482-6281
And					
PARTNER / ENTITY NAME			PRIMARY CONTACT		
EMAIL					TELEPHONE
	Γ			1	
MDHHS CONTACT NAME			TELEPHONE	EMAIL	
	Ben Gulk	ker	517-285-8053	MDHHS-LIHWA	AP@michigan.gov
MEMORANDUM C)F UNDER	RSTANDING SUMMARY			
BRIEF DESCRIPTION OF Agreement between the water/v participation in the Low Income B		Agreement between the water/wast participation in the Low Income Hou	ewater provider, Communit sehold Water Assistance Pro	y Action Agency a gram.	nd MDHHS for
BEGIN DATE			END DATE		
			September 30, 2023		
		g this agreement certifies by his or he erning board, official or agency.	er signature that he or she is	authorized to sign	this agreement on
Capital Area Community Services, Inc.		es, Inc.	Michigan Department of Health and Human Services		
Signature of Authorized Designee		2	Signature of Director or A	Authorized Designed	e
			Jeanette Hensler		
			Director-Grants Division,	Bureau of Grants a	nd Purchasing
Print Name / Title			Print Name / Title		
Date		Date			
				_	
		Signature of Authorized Designee		_	
		Print Name / Title		_	
		Date		_	

Memorandum of Understanding Number:

This Memorandum of Understanding (MOU) establis	thes the responsibilities and proced	ures for the
Michigan Department of Health and Human Services	(MDHHS), Capital Area Communit	y Services, Inc
(Capital Area Community Services, Inc. [CACS]), and	()	for the
purpose described below.		

1. Background

Access to safe and affordable drinking water and wastewater services is a fundamental element of health, safety, and well-being for households across America. Yet water affordability is a significant and growing concern in communities across the country, and many communities have faced significant challenges related to water safety, aging water infrastructure, and even water shortages due to drought. Moreover, water affordability concerns and the growing crisis of household indebtedness disproportionately impacting low-income individuals and communities of color can be related to multiple adverse household impacts in terms of service disconnections and lien sales, leading to home foreclosures and evictions.

For many low-income households across America, water affordability needs have been significantly exacerbated by the COVID-19 public health crisis, and while water is required to follow the federal guidance from the Centers for Disease Control and Prevention (CDC) advising washing hands frequently in order to reduce the transmission of Covid-19, the pandemic has made it significantly more difficult for individuals and families to pay their home drinking water and wastewater bills.

While water costs and accessibility vary significantly from state to state, the Low Income Household Water Assistance Program (LIHWAP) provides critical nationwide emergency support on behalf of low-income households so that these households are not forced to choose between paying for water services and other necessities like housing, food, and medicine.

2. Purpose

As recommended in Information Memorandum LIHPWAP-IM-2021-02 issued from the US Department of Health and Human Services, agreements are to be put into place between participating parties of the Low Income Household Water Assistance Program (LIHWAP) to ensure payments made on behalf of low-income households are processed efficiently and in the best interest of the household. Participating parties include MDHHS, the Community Action Agency (CAA) and Water/Wastewater Utility (Utility) referenced on Page 1 of this agreement.

3. Period of Agreement

This MOU becomes effective on the date signed by all parties through September 30, 2023.

4. Work Statement of Each Party

- a. The utility, MDHHS and the CAA will:
 - 1) Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures in the Community Services Policy Manual 1405.
 - 2) Agree to not release any private data, to any third party without written authorization from the subject of the data.
 - 3) Collaborate to ensure continuation or reconnection of service to households determined eligible for LIHWAP benefits.
 - 4) Establish a dispute resolution process to resolve issues arising during the term of this agreement.
 - 5) Encourage regular payments from the household.
 - 6) Work together to ensure LIHWAP payments are appropriately applied to accounts and used for LIHWAP services as designated by the CAA.

b. The MDHHS and CAA will:

- 1) Determine customer eligibility.
- 2) Issue payment directly to the utility on behalf of the customer to resolve the arrearage and ensure continuation or reconnection of service.

c. The utility will:

- 1) Ensure LIHWAP eligible households are not treated adversely compared to other households.
- 2) Not disconnect services for 90 days after payment is received on behalf of a customer. If the account is in arrears after 90 days, a new disconnection notice must be issued if applicable.
- 3) Not charge the eligible household any more than the difference between the normal charge for the service and the payment amount received or expected from the Michigan Department of Health and Human Services (MDHHS) or Community Action Agency (CAA).
- 4) Supply account number format to the CAA.
- 5) Timely provide at the request of the customer, the CAA or MDHHS, information on applicant households' home water costs, bill payment history, or arrearage history. This information will be provided in the format requested.
- 6) Register with the MDHHS in <u>SIGMA Vendor Self Service</u> to receive LIHWAP SER payments if not a currently registered vendor.
- 7) Use the warrant or EFT date as the LIHWAP payment date.
- 8) Apply all LIHWAP payments to the household's account within 5 business days of receipt of payment.
- 9) Apply the assistance payments to arrears and applicable fees with reconnection services only. Payments resulting in a credit on the customer's account balance are not allowable.
- 10) Process and refund any refunds requested by the CAA or MDHHS within 60 business days. The refund must include the client's name, service address, and the MDHHS case number, if available.
- 11) Not charge an eligible household, the MDHHS, or CAA any administrative fees for providing services.

Memorandum of Understanding Number:

- 12) Accept all customer payments.
- 13) Use LIHWAP funds to pay for home water and sewer costs, as designated by the CAA and MDHHS.
- 14) Continue or reconnect service to households as negotiated by the CAA on behalf of the household.
- 15) When addressing household water emergencies, accept early notification authorization by telephone, fax, or electronic communication.
- 16) Notify the CAA or MDHHS if there is reason to believe LIHWAP funds have been misused.
- 17) Comply with the provisions of Act 453, PA 1976, which prohibits discrimination on the basis of race, color, religion, national origin, age, sex, height, weight, or marital status.

Each party shall furnish all labor, equipment, materials, and supplies necessary for the performance of the MOU activities, and meet operational standards, unless otherwise specified above.

5. <u>Termination & Amendments</u>

A party may terminate this MOU at any time by giving 30 days prior written notice to the other parties. This MOU may be amended upon written approval of all parties at any time.

This MOU contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will be deemed to exist or to bind any of the parties.

6. Notices

All notices and other communications required or permitted under this MOU must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to MDHHS:	If to Capital Area Community Services, Inc.:
Ben Gulker	Miguel Rodriguez
MEAP Specialist	Executive Director
MDHHS-LIHWAP@michigan.gov	Miguel@cacsmi.org
	517-482-6281, x675
If to:	
[Name]	
[Title]	
[Email]	
[Phone]	

7. Reserved

8. MDHHS Data

All data and	information provided to CACS and/or	by or on behalf of MDHHS,			
and all data	and information derived therefrom, is the exclusive property	of MDHHS ("MDHHS Data")			
this definition is to be construed as broadly as possible. Upon request, CACS and/or					
must provide to MDHHS, or a third party designated by MDHHS, all MDHHS Data within 10 calendar					
days of the request and in the format requested by MDHHS. CACS and/or wil					
assume all costs incurred in compiling and supplying MDHHS Data. No MDHHS Data may be used for					
any marketi	ng purposes.				
CACS and	shall comply with all MDHHS physical a	nd IT security policies and			
standards w	hich will be made available upon request.				

9. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other parties that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this MOU.

- a. <u>Meaning of Confidential Information</u>. For the purposes of this MOU, the term "Confidential Information" means all information and documentation of the other parties that:
 - 1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - Should reasonably be recognized as confidential information of the disclosing party;
 - 4) Is unpublished or not available to the general public; or
 - 5) Is designated by law as confidential.

The term "Confidential Information" does not include any information or documentation that was:

- 1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 2) Already in the possession of the receiving party without an obligation of confidentiality;
- 3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

- 4) Obtained from a source other than the disclosing party without an obligation of confidentiality;
- 5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this MOU, in all cases and for all matters, MDHHS Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree that they will use Confidential Information solely for the purposes of this MOU. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this MOU or to use such Confidential Information for any purposes whatsoever other than the performance of this MOU. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible when all of the following are met:
 - 1) Use of a subcontractor is authorized under this MOU;
 - 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
 - 3) CACS and/or ______ obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Capital Area Community Services, Inc. [CACS] and/or or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other parties in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Each party must notify the other parties within one business day after discovering any unauthorized use or disclosure of Confidential Information. Each party will cooperate with the other parties to regain possession of Confidential Information, to prevent further unauthorized use or disclosure of Confidential Information. In addition, each party must advise the other parties immediately in the event the party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MOU and each party will cooperate with the other parties in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other parties, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this MOU or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this MOU or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other parties any and all Confidential Information received from the other parties, or created or received by a party on behalf of the other parties, which are in such party's possession, custody, or control; provided, however, that Capital Area Community Services, Inc. [CACS] and/or ______ must return MDHHS Data to MDHHS following the timeframe and procedure described further in this MOU. Should Capital Area Community Services, Inc. [CACS], ______, or MDHHS determine that the return of any non-MDHHS Data Confidential Information is not feasible, such party must destroy the non-MDHHS Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other parties.

10. Compliance with Laws

CACS and _____must comply with all applicable federal, state, and local laws, administrative rules and regulations.

11. Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Capital Area Community Services, Inc. [CACS], _______, and its subcontractors agree not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, marital status or mental or physical disability. Breach of this covenant is a material breach of this MOU.

12. <u>Unfair Labor Practice</u>

Under MCL 423.324, MDHHS may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

13. Governing Law

This MOU is exclusively governed, construed,	and enforced in accordance with Michigan law,
excluding choice-of-law principles, and all clair	ms relating to or arising out of this MOU are governed
by Michigan law, excluding choice-of-law princ	ciples. Any dispute arising from this MOU must be
resolved in Michigan Court of Claims. Capital A	Area Community Services, Inc. [CACS] and
consent to venu	e in the Michigan Court of Claims, and waive any
objections, such as lack of personal jurisdiction	n or forum non conveniens. Capital Area Community
Services, Inc. [CACS] and	must appoint agents in Michigan to receive
service of process.	

14. Force Majeure

A party will not be in breach of this MOU because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Capital Area Community Services, Inc. [CACS] and ______ will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, MDHHS may immediately contract with a third party.

15. Dispute Resolution

The parties will endeavor to resolve any MOU dispute in accordance with this provision. The dispute will be referred to the parties' respective Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' respective senior executive, and either senior executive concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit MDHHS's right to terminate the MOU.

16. Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the MOU or project to which it relates must not be made without prior written MDHHS approval, and then only in accordance with the explicit written instructions of MDHHS.

17. Website Incorporation

MDHHS is not bound by any content on the other parties' websites unless expressly incorporated directly into this MOU. MDHHS is not bound by any end user license agreement or terms of use unless specifically incorporated into this MOU or any other agreement signed by MDHHS.

18. Severability

If any part of this MOU is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this MOU and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining MOU will continue in full force and effect.

19. Waiver

Failure to enforce any provision of this MOU will not constitute a waiver.

20. <u>Survival</u>

The provisions of this MOU that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this MOU.

21. Entire MOU

This MOU is the entire agreement and replaces all previous agreements between the parties for the MOU Activities.

Michigan Department of Health and Human Services
Low Income Household Water Assistance Program
Water/Wastewater Provider Information

Funding is administered through local MDHHS Offices and Community Action Agencies statewide until September 30, 2023, unless depleted prior to that date.

Provider Participation

To be eligible for payment, providers must complete a LIHWAP Participation
Agreement before receiving payments on behalf of eligible customers. The agreement is valid for the duration of the program. A LIHWAP payment shall guarantee service for at least 90 days after receipt of payment.





Allowable Services

Direct payment assistance for household accounts in arrears or disconnect status, including reconnection fees when services have been disconnected.

For households that have had their water disconnected or are facing disconnection, LIHWAP funding may pay the full cost that will reconnect or prevent disconnection of service even if it includes costs other than water (e.g. trash, cable, etc.).

Client Eligibility

Qualified account holders must:

- Be a residential account.
- Be in arrears or disconnect status.
- Be under 150% Federal Poverty Limit and/or actively receiving Temporary Assistance for Needy Families (TANF), Food Assistance Program/Supplemental Nutrition Assistance Program (FAP/SNAP), State Emergency Relief (SER), Social Security Supplemental Income (SSI).





Outreach

It is the expectation that Community
Action Agencies work with water and
wastewater providers as well as other
community partners in their service area
to provide outreach to increase program
awareness.

For more information

Contact your local Community Action Agency or MDHHS-LIHWAP@michigan.gov.





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

MEMORANDUM

DATE: March 16, 2022

TO: CITY COUNCIL

FROM: CITY MANAGER

RE: Set Special Meeting – Final Strategic Planning Session

BACKGROUND:

It is now time to schedule the final strategic planning session with facilitator Patrice Martin. This meeting will involve both City Council and Department Managers.

The following date is suggested:

Tuesday, March 29, 2022 – 6pm, Council Chambers

RECOMMENDATION:

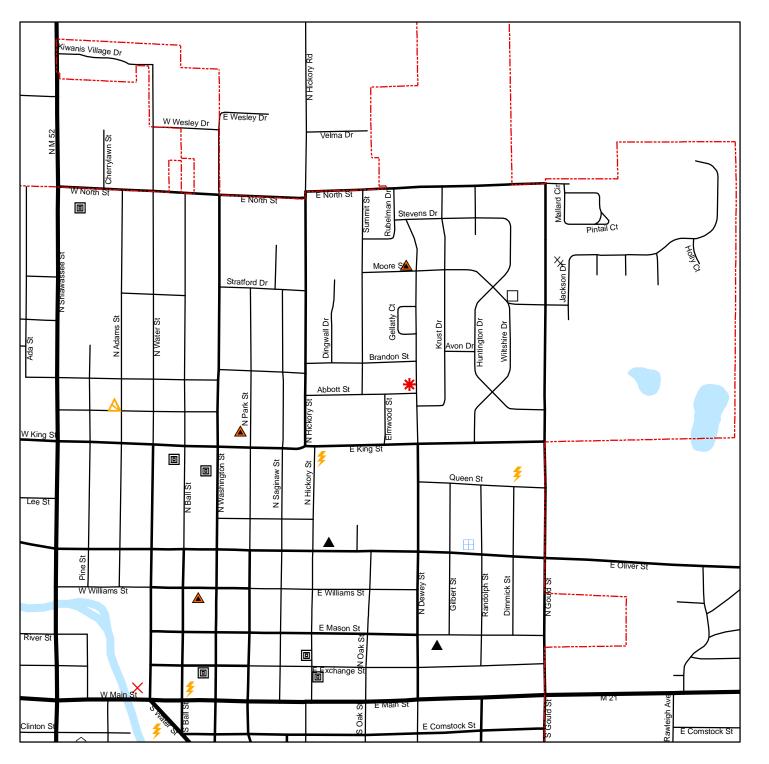
Schedule the strategy workshop for the aforementioned date.

From:	Building Department
То:	Owosso City Council
Report Month:	FEBRUARY 2022

Category	Estimated Cost	Permit Fee	Number of Permits
BASEMENT WATERPROOFING	\$17,510	\$400	1
DEMOLITION	\$165,000	\$908	1
Electrical	\$0	<i>\$1,486</i>	10
FENCE	<i>\$0</i>	\$80	1
Mechanical	<i>\$0</i>	\$2,765	17
Plumbing	<i>\$0</i>	\$985	4
RES. ADD/ALTER/REPAIR	\$1,000	\$75	1
ROOF	\$38,485	\$635	4
ROW-UTILITY	<i>\$0</i>	\$150	5
SIDING	\$5,000	\$0	1
SIGN PERMIT	\$0	\$41	1
SOLAR PANELS	\$15,000	\$295	1
VACANT PROPERTY REGISTRATION	\$0	\$100	1
WINDOWS	\$50,687	\$465	4
Totals	\$292,682	\$8,385	52

2021 COMPARISON TOTALS

	400-000	440 400	
FEBRUARY 2021	\$207,632	\$12,100	60



Building Permit Activity February 2022

NE Quadrant

Category

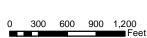
- × Demolition
- Electrical
- X Fence
- Mechanical
- Multiple Permits
- ▲ Roof
- ROW-Utility
- ☐ Siding
- Vacant Property Registration
- ₩indows

Other Features

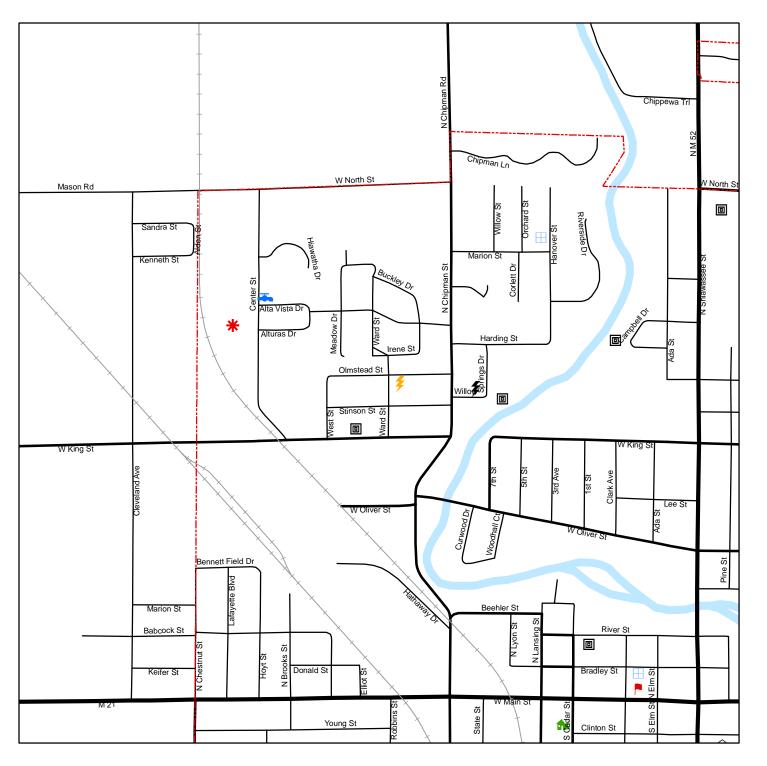
---- City Limit

---- Railroads

River & Lakes







Building Permit Activity February 2022

NW Quadrant

Category

- Electrical
- Electrical & Mechanical
- Mechanical
- ***** Multiple Permits
- Plumbing
- Res. Add/Alter/Repair
- Sign Permit
- ₩indows

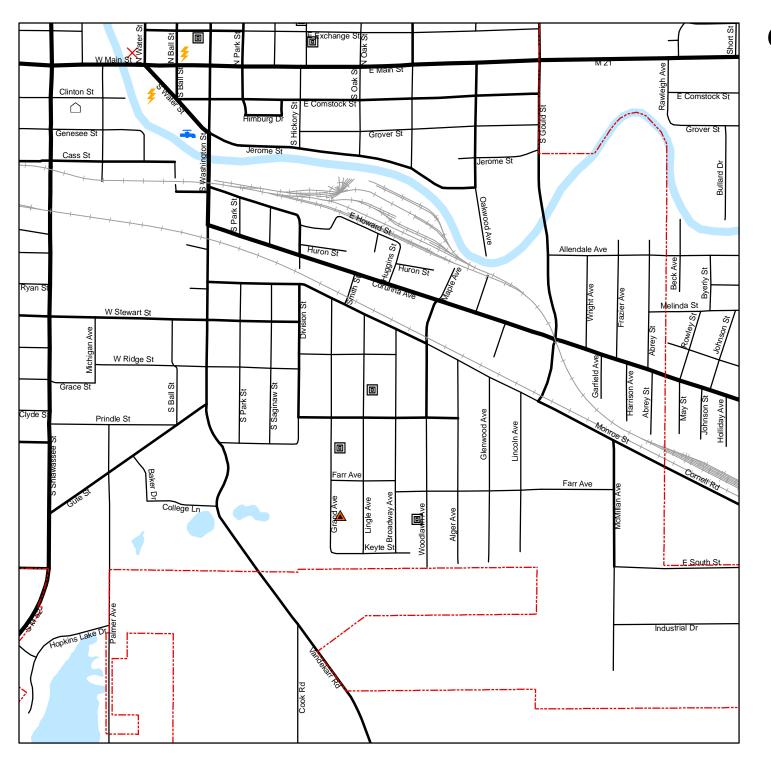
Other Features

---- City Limit

---- Railroads

River & Lakes





Building Permit Activity February 2022

SE Quadrant

Category

- X Demolition
- Electrical
- Mechanical
- Plumbing
- ▲ ROW-Utility
- Vacant Property Registration

Other Features

- ---- City Limit
- ---- Railroads
- River & Lakes







Building Permit Activity February 2022

SW Quadrant

Category

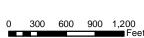
- Electrical & Mechanical
- Mechanical
- Res. Add/Alter/Repair
- ▲ Roof
- ROW-Utility
- Sign Permit
- Vacant Property Registration
- Windows

Other Features

---- City Limit

---- Railroads

River & Lakes





1/16

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental		
ACCESSORY ST	TRUCTURES									
ENF 21-0503	616 OAKWOOD AVE	LETTER SENT	RECHECK SCHEDULED	03/23/2021	02/22/2022	03/08/2022		N		
ENF 21-1764	306 GENESEE ST	INSPECTED PROPERTY	LETTER SENT	11/22/2021	02/09/2022	03/09/2022		N		
ENF 22-0150	910 LINGLE AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	03/17/2022		N		
ENF 22-0149	906 LINGLE AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	04/05/2022		N		
	Total Entries 4									
<u>APPLIANCES</u>										
ENF 22-0048	1015 CORUNNA AVE	RESOLVED	CLOSED	01/19/2022	02/03/2022		02/03/2022	Υ		
ENF 22-0076	304 GENESEE ST	RESOLVED	CLOSED	01/26/2022	02/03/2022		02/03/2022	N		
ENF 22-0155	1249 S CEDAR ST	RESOLVED	CLOSED	02/11/2022	02/24/2022		02/24/2022	N		
ENF 22-0195	630 N PARK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/21/2022	02/21/2022	03/02/2022		N		
ENF 22-0166	912 KENWOOD DR	LETTER SENT	RECHECK SCHEDULED	02/15/2022	02/15/2022	03/08/2022		N		
			Total Entrie	s 5	5					
AUTO REP/JUN	<u>K VEH</u>									
ENF 21-1724	325 S CHIPMAN ST	RESOLVED	CLOSED	11/10/2021	02/16/2022		02/16/2022	Υ		
ENF 21-1915	602 FLETCHER ST	RESOLVED	CLOSED	12/29/2021	02/02/2022		02/02/2022	Υ		
ENF 22-0096	1206 N WATER ST	RESOLVED	CLOSED	01/28/2022	02/16/2022		02/16/2022	N		
ENF 22-0139	1115 S CHIPMAN ST	RESOLVED	CLOSED	02/09/2022	02/23/2022		02/23/2022	N		
ENF 22-0144	610 FRAZER AVE	RESOLVED	CLOSED	02/10/2022	03/01/2022		03/01/2022	N		
ENF 22-0164	413 LAVEROCK ALLEY	RESOLVED	CLOSED	02/14/2022	02/21/2022		02/21/2022	N		
ENF 22-0178	513 MILWAUKEE ST	RESOLVED	CLOSED	02/15/2022	03/01/2022		03/01/2022	Υ		
ENF 21-1293	428 S LYON ST	INSPECTED PROPERTY	EXTENSION GRANTED	08/18/2021	02/03/2022	03/07/2022		Υ		

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-1916	509 MILWAUKEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/29/2021	02/23/2022	03/09/2022		Υ
			Total Entrie	s 9)			
BRUSH PILES								
ENF 21-1817	308 DIMMICK ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	12/06/2021	02/16/2022	04/04/2022		Υ
			Total Entrie	s 1				
BUILDING VIOL								
ENF 20-0389	118 S CEDAR ST	OBTAINED PERMIT	CLOSED	06/23/2020	02/15/2022		02/15/2022	VAC
ENF 21-1484	910 S SAGINAW ST	OBTAINED PERMIT	CLOSED	09/27/2021	02/24/2022		02/24/2022	VAC
ENF 21-1829	1101 JACKSON DR	INSPECTED PROPERTY	CLOSED	12/07/2021	02/22/2022		02/25/2022	N
ENF 21-1876	760 ALGER AVE	RESOLVED	CLOSED	12/16/2021	02/07/2022		02/07/2022	N
ENF 22-0073	409 E OLIVER ST	OBTAINED PERMIT	CLOSED	01/25/2022	02/14/2022		02/14/2022	N
ENF 22-0098	632 N SHIAWASSEE ST	INSPECTED PROPERTY	CLOSED	01/28/2022	02/07/2022		02/08/2022	COMM
ENF 20-0720	401 HURON ST	INSPECTED PROPERTY	LETTER SENT	09/10/2020	02/09/2022	03/02/2022		N
ENF 21-0192	121 W EXCHANGE ST	INSPECTED PROPERTY	DEMO NOTICE	02/09/2021	02/09/2022	03/07/2022		СОММ
ENF 21-0008	531 AMENT ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/07/2021	02/02/2022	03/09/2022		Υ
ENF 22-0141	604 RYAN ST	LETTER SENT	INSPECTION COMPLETE	02/10/2022	02/21/2022	03/09/2022		N
ENF 22-0025	208 W EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/07/2022	02/07/2022	03/14/2022		Υ
ENF 22-0167	229 S CEDAR ST	LETTER SENT	RECHECK SCHEDULED	02/15/2022	02/23/2022	03/14/2022		N
ENF 20-0764	1122 S CEDAR ST	INSPECTED PROPERTY	LETTER SENT	09/21/2020	02/15/2022	03/15/2022		VAC
ENF 22-0070	1031 S CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	01/24/2022	02/22/2022	03/15/2022		N
ENF 22-0215	629 N PARK ST	LETTER SENT	RECHECK SCHEDULED	02/28/2022	02/28/2022	03/16/2022		Υ
ENF 19-0167	813 TRACY ST	FINAL NOTICE SENT	REF TO BLDG OFFICIAL	03/15/2019	02/14/2022	03/17/2022		N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed Rental
ENF 21-1315	300 W MAIN ST	FINAL NOTICE SENT	RECHECK SCHEDULED	08/24/2021	02/22/2022	03/24/2022	СОММ
ENF 21-0307	123 N WASHINGTON ST	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	03/03/2021	02/21/2022	03/28/2022	СОММ
ENF 21-1887	805 E EXCHANGE ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/20/2021	02/24/2022	03/28/2022	VAC
ENF 21-1476	732 CORUNNA AVE	CONTACT WITH OWNER	PENDING PERMIT APPLICATION	09/22/2021	02/23/2022	03/29/2022	N
ENF 21-1886	320 PRINDLE ST	INSPECTED PROPERTY	LETTER SENT	12/17/2021	02/21/2022	03/29/2022	VAC
ENF 22-0067	207 N WASHINGTON ST	INSPECTED PROPERTY	LETTER SENT	01/24/2022	02/28/2022	03/29/2022	N
ENF 22-0197	210 S WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/21/2022	02/21/2022	03/29/2022	N
ENF 21-0974	108 E EXCHANGE ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	06/29/2021	02/23/2022	04/04/2022	СОММ
ENF 21-1838	1361 JACKSON DR	INSPECTED PROPERTY	RECHECK SCHEDULED	12/09/2021	02/15/2022	04/04/2022	N
ENF 21-1868	601 CLINTON ST	INSPECTED PROPERTY	CONTACT WITH RENTER	12/15/2021	02/24/2022	04/04/2022	N
ENF 20-0748	609 MARTIN ST	INSPECTED PROPERTY	FINAL NOTICE	09/16/2020	02/14/2022	04/18/2022	VAC
ENF 22-0209	420 S CEDAR ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	02/23/2022	03/01/2022	04/25/2022	IND
ENF 20-0698	815 W MAIN ST	CONTACT WITH OWNER	EXTENSION GRANTED	09/03/2020	02/07/2022	05/02/2022	COMM
			Total Entrie	s 2	9		
EXTERIOR PAIN	IT/SIDING 						
ENF 20-0110	816 E MAIN ST	RESOLVED	CLOSED	02/17/2020	02/22/2022		02/22/2022 N
ENF 21-1910	209 S LANSING ST	LETTER SENT	PARTIALLY RESOLVED	12/27/2021	02/21/2022	03/07/2022	Υ
ENF 21-0083	121 W EXCHANGE ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/20/2021	02/21/2022	03/08/2022	СОММ
ENF 20-0042	320 E MASON ST	INSPECTED PROPERTY	LETTER SENT	01/17/2020	02/21/2022	03/22/2022	N
ENF 20-0052	301 GENESEE ST	INSPECTED PROPERTY	LETTER SENT	01/17/2020	02/21/2022	03/22/2022	N
ENF 22-0104	317 N OAK ST	INSPECTED PROPERTY	2ND NOTICE SENT	02/01/2022	02/21/2022	03/23/2022	Υ
ENF 21-0040	758 WOODLAWN AVE	INSPECTED PROPERTY	LETTER SENT	01/12/2021	02/21/2022	03/24/2022	N

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0041	1229 MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/12/2021	02/21/2022	03/28/2022	Υ	, ,
ENF 20-0046	703 E MASON ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/17/2020	02/21/2022	03/29/2022	١	1
ENF 21-0036	1218 N SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	01/12/2021	02/21/2022	03/29/2022	١	1
ENF 20-0144	909 CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	03/05/2020	02/21/2022	03/30/2022	١	1
ENF 21-0424	648 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/22/2021	02/21/2022	03/30/2022	١	1
ENF 22-0208	720 CLINTON ST	LETTER SENT	RECHECK SCHEDULED	02/23/2022	02/23/2022	03/30/2022	Υ	,
ENF 20-0124	629 LINGLE AVE	INSPECTED PROPERTY	LETTER SENT	02/24/2020	02/21/2022	03/31/2022	N	١
ENF 21-1563	422 W WILLIAMS ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/12/2021	02/21/2022	03/31/2022	١	1
ENF 20-0076	414 HUGGINS ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/28/2020	02/22/2022	04/04/2022	Υ	,
ENF 20-0119	221 E OLIVER ST	INSPECTED PROPERTY	EXTENSION GRANTED	02/24/2020	02/22/2022	04/04/2022	١	1
ENF 21-0479	1114 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	04/01/2021	02/22/2022	04/04/2022	N	١
ENF 21-1443	414 GENESEE ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/14/2021	02/22/2022	04/04/2022	Υ	,
ENF 20-0073	219 N LANSING ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/28/2020	02/22/2022	04/05/2022	Υ	,
ENF 20-0174	213 S OAK ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/18/2020	02/22/2022	04/05/2022	١	١
ENF 20-1031	732 LINCOLN AVE	INSPECTED PROPERTY	2ND NOTICE SENT	12/09/2020	02/22/2022	04/06/2022	١	1
ENF 20-0049	522 FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	01/17/2020	02/22/2022	04/13/2022	١	1
ENF 21-0033	826 LINGLE AVE	INSPECTED PROPERTY	2ND NOTICE SENT	01/12/2021	02/22/2022	04/18/2022	١	1
ENF 21-0369	500 SMITH ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/10/2021	02/22/2022	04/18/2022	 	ND
ENF 20-0146	824 WILKINSON ST	COMPLAINT LOGGED	LETTER SENT	03/05/2020	02/22/2022	04/20/2022	N	1
ENF 20-0106	839 E COMSTOCK ST	COMPLAINT LOGGED	LETTER SENT	02/17/2020	02/22/2022	04/21/2022	\	/AC
ENF 21-0238	821 FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	02/23/2021	02/22/2022	04/25/2022	١	I
ENF 20-0143	1407 LYNN ST	COMPLAINT LOGGED	LETTER SENT	03/05/2020	02/22/2022	04/28/2022	١	1

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed Rental
ENF 20-0071	211 N LANSING ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/28/2020	02/22/2022	05/01/2022	Υ
ENF 21-0024	420 E EXCHANGE ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/12/2021	02/22/2022	05/02/2022	N
ENF 21-0023	607 W STEWART ST	LETTER SENT	2ND NOTICE SENT	01/12/2021	02/22/2022	05/02/2022	N
ENF 21-0045	1031 S CHIPMAN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/12/2021	02/22/2022	05/02/2022	N
ENF 21-0476	421 PRINDLE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	04/01/2021	02/22/2022	05/02/2022	VAC
ENF 21-1290	615 W KING ST	LETTER SENT	RECHECK SCHEDULED	08/18/2021	02/22/2022	05/02/2022	N
ENF 21-1732	1109 RYAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/10/2021	02/22/2022	05/02/2022	N
ENF 22-0213	813 BRADLEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/24/2022	02/24/2022	05/02/2022	N
			Total Entrie	s 3	7		
FENCE VIOLATI	<u>ON</u> 						
ENF 22-0147	644 ALGER AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	03/10/2022	N
ENF 21-1097	1016 LINGLE AVE	INSPECTED PROPERTY	EXTENSION GRANTED	07/20/2021	02/21/2022	03/29/2022	N
ENF 21-1423	723 W MAIN ST	INSPECTED PROPERTY	INSPECTION COMPLETE	09/13/2021	02/28/2022	04/04/2022	СОММ
ENF 22-0092	310 CORUNNA AVE	LETTER SENT	RECHECK SCHEDULED	01/28/2022	02/22/2022	05/23/2022	Y
			Total Entrie	s 4	ļ.		
FIRE DAMAGE							
ENF 22-0193	1404 S CHIPMAN ST	INSPECTED PROPERTY	RED-TAGGED	02/21/2022	02/21/2022	03/10/2022	Υ
ENF 21-1891	115 S WASHINGTON ST S	STINSPECTED PROPERTY	RECHECK SCHEDULED	12/21/2021	02/16/2022	03/14/2022	N
ENF 21-1898	113 S WASHINGTON ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/22/2021	02/23/2022	03/21/2022	COMM
FRONT YARD P	<u>ARKING</u>		Total Entrie	s 3	<u> </u>		
ENF 22-0086	526 N HICKORY ST	RESOLVED	CLOSED	01/27/2022	02/21/2022		02/21/2022 N
ENF 22-0097	1337 STINSON ST	RESOLVED	CLOSED	01/28/2022	02/08/2022		02/08/2022 N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0114	332 N DEWEY ST	RESOLVED	CLOSED	02/04/2022	02/15/2022		02/15/2022	N
ENF 22-0130	208 W RIDGE ST	RESOLVED	CLOSED	02/07/2022	02/16/2022		02/16/2022	Υ
ENF 22-0177	509 MILWAUKEE ST	RESOLVED	CLOSED	02/15/2022	02/23/2022		02/23/2022	Υ
ENF 21-1849	122 S HOWELL ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/13/2021	02/23/2022	03/09/2022		N
			Total Entrie	s 6				
FURNITURE OUT	<u> </u>							
ENF 22-0081	830 GROVER ST	RESOLVED	CLOSED	01/26/2022	02/23/2022		02/23/2022	N
ENF 22-0087	511 JEROME AVE	RESOLVED	CLOSED	01/27/2022	02/16/2022		02/16/2022	Υ
ENF 22-0120	123 N LANSING ST	RESOLVED	CLOSED	02/07/2022	02/24/2022		02/24/2022	Y
ENF 22-0121	722 ADAMS ST	RESOLVED	CLOSED	02/07/2022	02/23/2022		02/23/2022	N
ENF 22-0160	522 W OLIVER ST	RESOLVED	CLOSED	02/11/2022	02/28/2022		02/28/2022	Υ
ENF 22-0204	429 E HOWARD ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/23/2022	02/23/2022	03/02/2022	,	Y
ENF 22-0206	640 LINCOLN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/23/2022	02/23/2022	03/03/2022		N
ENF 22-0200	512 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/22/2022	02/28/2022	03/07/2022	,	Υ
ENF 21-1911	754 WOODLAWN AVE	INSPECTED PROPERTY	LETTER SENT	12/28/2021	02/23/2022	03/09/2022	ا	N
ENF 22-0046	722 BROADWAY AVE	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	01/13/2022	02/24/2022	03/09/2022	ا	N
ENF 22-0134	705 ISHAM ST	LETTER SENT	INSPECTION COMPLETE	02/08/2022	02/28/2022	03/14/2022		Y
			Total Entrie	s 11	l			
GARBAGE & DE	BRIS							
ENF 21-1170	211 N LANSING ST	RESOLVED	CLOSED	07/29/2021	02/24/2022		02/24/2022	Υ
ENF 21-1899	716 WRIGHT AVE	RESOLVED	CLOSED	12/22/2021	02/16/2022		02/16/2022	N
ENF 22-0003	1214 MACK ST	RESOLVED	CLOSED	01/03/2022	02/03/2022		02/03/2022	N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0041	1415 FREDERICK ST	RESOLVED	CLOSED	01/12/2022	02/03/2022		02/03/2022	Υ
ENF 22-0049	630 GRAND AVE	RESOLVED	CLOSED	01/19/2022	02/16/2022		02/16/2022	Υ
ENF 22-0052	503 MILWAUKEE ST	RESOLVED	CLOSED	01/20/2022	02/07/2022		02/07/2022	N
ENF 22-0085	1013 W STEWART ST	RESOLVED	CLOSED	01/27/2022	02/14/2022		02/14/2022	Υ
ENF 22-0093	302 CORUNNA AVE	RESOLVED	CLOSED	01/28/2022	02/10/2022		02/10/2022	Υ
ENF 22-0095	418 W KING ST	RESOLVED	CLOSED	01/28/2022	02/08/2022		02/08/2022	Υ
ENF 22-0111	632 GRAND AVE	RESOLVED	CLOSED	02/04/2022	02/16/2022		02/16/2022	Υ
ENF 22-0122	841 E COMSTOCK ST	RESOLVED	CLOSED	02/07/2022	02/21/2022		02/21/2022	Υ
ENF 22-0124	318 N HICKORY ST	RESOLVED	CLOSED	02/07/2022	02/28/2022		02/28/2022	N
ENF 22-0131	704 NAFUS ST	RESOLVED	CLOSED	02/07/2022	02/22/2022		02/22/2022	Υ
ENF 22-0137	604 GLENWOOD AVE	RESOLVED	CLOSED	02/09/2022	02/09/2022		02/09/2022	N
ENF 22-0142	625 CORUNNA AVE	RESOLVED	CLOSED	02/10/2022	02/22/2022		02/22/2022	Υ
ENF 22-0161	641 N SHIAWASSEE ST	RESOLVED	CLOSED	02/14/2022	02/21/2022		02/21/2022	Υ
ENF 22-0170	321 STATE ST	RESOLVED	CLOSED	02/15/2022	02/24/2022		02/24/2022	N
ENF 22-0202	216 S SHIAWASSEE ST	RESOLVED	CLOSED	02/22/2022	03/01/2022		03/01/2022	N
ENF 21-1727	1231 W MAIN ST	2ND NOTICE SENT	LETTER SENT	11/10/2021	02/14/2022	03/02/2022		СОММ
ENF 22-0146	640 ALGER AVE	INSPECTED PROPERTY	LETTER SENT	02/10/2022	02/22/2022	03/02/2022		N
ENF 22-0154	420 GUTE ST	LETTER SENT	RECHECK SCHEDULED	02/11/2022	02/11/2022	03/02/2022		Υ
ENF 22-0205	609 BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/23/2022	02/23/2022	03/02/2022		Υ
ENF 22-0112	722 LINCOLN AVE	LETTER SENT	INSPECTION COMPLETE	02/04/2022	02/23/2022	03/03/2022		Υ
ENF 22-0153	410 GUTE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/10/2022	02/23/2022	03/03/2022		N
ENF 22-0171	522 FLETCHER ST	LETTER SENT	RECHECK SCHEDULED	02/15/2022	02/15/2022	03/03/2022		N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed Rental
ENF 22-0022	321 E WILLIAMS ST	INSPECTED PROPERTY	LETTER SENT	01/06/2022	02/04/2022	03/07/2022	N
ENF 22-0159	523 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/11/2022	02/28/2022	03/08/2022	N
ENF 21-1905	538 W STEWART ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/22/2021	02/24/2022	03/09/2022	N
ENF 22-0145	708 LINCOLN AVE	INSPECTED PROPERTY	LETTER SENT	02/10/2022	02/28/2022	03/09/2022	Υ
ENF 22-0163	220 W KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/14/2022	02/28/2022	03/09/2022	N
ENF 22-0212	710 RIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/24/2022	02/24/2022	03/10/2022	Υ
ENF 22-0110	410 S BALL ST	COMPLAINT LOGGED	LETTER SENT	02/03/2022	02/15/2022	03/15/2022	СОММ
ENF 21-1480	719 BROADWAY AVE	INSPECTED PROPERTY	2ND NOTICE SENT	09/23/2021	02/23/2022	03/16/2022	N
ENF 22-0042	1601 YOUNG ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/12/2022	02/22/2022	03/17/2022	N
ENF 22-0115	925 HAMPTON AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/04/2022	03/01/2022	03/28/2022	N
ENF 20-0878	643 N HICKORY ST	INSPECTED PROPERTY	TICKET ISSUED	10/26/2020	02/22/2022	03/29/2022	N
ENF 21-1821	407 N SAGINAW ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2021	02/22/2022	04/04/2022	N
		·	Total Entrie	s 3	7		
GARBAGE CAN	<u>S</u>						
ENF 22-0079	1521 FREDERICK ST	RESOLVED	CLOSED	01/26/2022	02/03/2022		02/03/2022 N
			Total Entrie	s 1			
GARBAGE/JUNI	K IN ROW						
ENF 21-1909	403 MICHIGAN AVE	RESOLVED	CLOSED	12/27/2021	02/23/2022		02/23/2022 Y
ENF 22-0014	1603 W STEWART ST	RESOLVED	CLOSED	01/05/2022	02/08/2022		02/08/2022 N
ENF 22-0053	515 S CHIPMAN ST	RESOLVED	CLOSED	01/20/2022	02/03/2022		02/03/2022 N
ENF 22-0058	116 E KING ST	RESOLVED	CLOSED	01/20/2022	02/10/2022		02/10/2022 N
ENF 22-0062	1210 W OLIVER ST	RESOLVED	CLOSED	01/21/2022	02/08/2022		02/08/2022 N
ENF 22-0064	608 GLENWOOD AVE	RESOLVED	CLOSED	01/24/2022	02/10/2022		02/10/2022 N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0066	725 ADAMS ST	RESOLVED	CLOSED	01/24/2022	02/03/2022		02/03/2022	N
ENF 22-0074	708 E OLIVER ST	RESOLVED	CLOSED	01/25/2022	02/23/2022		02/23/2022	N
ENF 22-0082	722 BROADWAY AVE	RESOLVED	CLOSED	01/26/2022	02/03/2022		02/03/2022	N
ENF 22-0084	828 BROADWAY AVE	RESOLVED	CLOSED	01/26/2022	02/03/2022		02/03/2022	N
ENF 22-0088	1404 S CHIPMAN ST	RESOLVED	CLOSED	01/27/2022	02/03/2022		02/03/2022	Υ
ENF 22-0101	825 E EXCHANGE ST	REF TO DPW	CLOSED	01/31/2022	02/21/2022		02/21/2022	Υ
ENF 22-0106	942 S SAGINAW ST	RESOLVED	CLOSED	02/02/2022	02/23/2022		02/23/2022	N
ENF 22-0107	623 N WASHINGTON ST	RESOLVED	CLOSED	02/03/2022	02/16/2022		02/16/2022	Υ
ENF 22-0116	1117 N BALL ST	RESOLVED	CLOSED	02/04/2022	02/09/2022		02/09/2022	N
ENF 22-0117	746 N PARK ST	RESOLVED	CLOSED	02/04/2022	02/15/2022		02/15/2022	N
ENF 22-0118	719 BROADWAY AVE	RESOLVED	CLOSED	02/04/2022	02/09/2022		02/09/2022	N
ENF 22-0119	725 DIVISION ST	RESOLVED	CLOSED	02/04/2022	02/09/2022		02/09/2022	Υ
ENF 22-0126	609 E MASON ST	RESOLVED	CLOSED	02/07/2022	02/15/2022		02/15/2022	N
ENF 22-0127	630 N PARK ST	RESOLVED	CLOSED	02/07/2022	02/14/2022		02/14/2022	N
ENF 22-0132	1601 LYNN ST	RESOLVED	CLOSED	02/07/2022	02/15/2022		02/15/2022	N
ENF 22-0133	1435 W MAIN ST	RESOLVED	CLOSED	02/07/2022	02/14/2022		02/14/2022	N
ENF 22-0135	805 E KING ST	RESOLVED	CLOSED	02/08/2022	02/15/2022		02/15/2022	Υ
ENF 22-0138	640 LINCOLN AVE	RESOLVED	CLOSED	02/09/2022	02/23/2022		02/23/2022	N
ENF 22-0156	1110 NELSON ST	RESOLVED	CLOSED	02/11/2022	02/23/2022		02/23/2022	N
ENF 22-0157	216 S ELM ST	RESOLVED	CLOSED	02/11/2022	02/21/2022		02/21/2022	N
ENF 22-0158	317 GOODHUE ST	RESOLVED	CLOSED	02/11/2022	02/28/2022		02/28/2022	Υ
ENF 22-0162	328 N HICKORY ST	RESOLVED	CLOSED	02/14/2022	02/21/2022		02/21/2022	N
ENF 22-0168	417 E EXCHANGE ST	RESOLVED	CLOSED	02/15/2022	02/24/2022	_ _	02/24/2022	Y

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0169	451 E KING ST	RESOLVED	CLOSED	02/15/2022	02/24/2022		02/24/2022	Υ
ENF 22-0192	429 E MASON ST	RESOLVED	CLOSED	02/21/2022	02/28/2022		02/28/2022	N
ENF 22-0196	440 E EXCHANGE ST	LETTER SENT	CLOSED	02/21/2022	02/21/2022		02/24/2022	N
ENF 22-0091	118 ELIZABETH ST	INSPECTED PROPERTY	LETTER SENT	01/28/2022	02/24/2022	03/02/2022		Υ
ENF 22-0102	603 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2022	02/23/2022	03/02/2022		Υ
ENF 22-0113	113 N OAK ST	INSPECTED PROPERTY	LETTER SENT	02/04/2022	02/21/2022	03/03/2022		N
ENF 22-0210	1501 FREEMAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/23/2022	02/23/2022	03/03/2022		Υ
ENF 22-0203	800 E MAIN ST	LETTER SENT	RECHECK SCHEDULED	02/22/2022	03/01/2022	03/09/2022		Υ
ENF 22-0201	215 N LANSING ST	LETTER SENT	RECHECK SCHEDULED	02/22/2022	03/01/2022	03/10/2022		N
HEALTH & SAF	<u>ETY</u>							
ENF 22-0211	1616 HERMAN ST	INSPECTED PROPERTY	CLOSED	02/24/2022	02/24/2022		02/28/2022	Υ
ENF 20-0220	917 S PARK ST	INSPECTED PROPERTY	LEGAL ACTION	05/19/2020	02/07/2022	03/07/2022		VAC
ENF 21-1736	214 CASS ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/15/2021	02/14/2022	03/08/2022		Υ
ENF 21-0921	306 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/23/2021	02/09/2022	03/09/2022		N
ENF 21-0749	904 GLENWOOD AVE	INSPECTED PROPERTY	RED-TAGGED	05/25/2021	02/07/2022	03/14/2022		N
ENF 21-0865	667 GLENWOOD AVE	INSPECTED PROPERTY	REF TO DPW	06/11/2021	02/14/2022	03/16/2022		N
ENF 21-0134	1110 W MAIN ST	INSPECTED PROPERTY	DEMO PENDING	01/26/2021	02/21/2022	03/28/2022		VAC
			Total Entrie	s 7	, 			
IMMINENT DAN	GER OF STRUCTURE							
ENF 20-0488	300 W MAIN ST	CONTACT WITH OWNER	PENDING PERMIT APPLICATION	07/15/2020	02/15/2022			COMM

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0059	326 S DEWEY ST	CONTACT WITH OWNER	R EXTENSION GRANTED	01/21/2022	02/03/2022	04/18/2022		N
			Total Entrie	es 2				
MISC.								
ENF 21-1779	524 HARRISON AVE	INSPECTED PROPERTY	INSPECTION PENDING	11/29/2021	02/21/2022	03/21/2022		VAC
			Total Entrie	es 1				
MULTIPLE VIOL	<u>ATIONS</u>							
ENF 20-0716	1501 W MAIN ST	INSPECTED PROPERTY	CLOSED	09/09/2020	02/08/2020		02/08/2022	VAC
ENF 20-0936	616 E MASON ST	RESOLVED	CLOSED	11/09/2020	02/10/2022		02/10/2022	N
ENF 21-1414	1616 HERMAN ST	RESOLVED	CLOSED	09/10/2021	02/07/2022		02/07/2022	Υ
ENF 21-1693	855 GRAND AVE	RESOLVED	CLOSED	11/04/2021	02/16/2022		02/16/2022	Υ
ENF 21-1826	146 CORUNNA AVE	RESOLVED	CLOSED	12/06/2021	02/15/2022		02/15/2022	Υ
ENF 21-1914	1005 TRACY ST	RESOLVED	CLOSED	12/28/2021	02/22/2022		02/22/2022	N
ENF 22-0050	502 E MASON ST	RESOLVED	CLOSED	01/19/2022	02/04/2022		02/04/2022	N
ENF 22-0068	424 CASS ST	RESOLVED	CLOSED	01/24/2022	02/08/2022		02/08/2022	N
ENF 22-0077	823 CLYDE ST	RESOLVED	CLOSED	01/26/2022	02/08/2022		02/08/2022	Υ
ENF 22-0078	937 CLYDE ST	RESOLVED	CLOSED	01/26/2022	02/09/2022		02/09/2022	N
ENF 22-0128	434 E COMSTOCK ST	LETTER SENT	CLOSED	02/07/2022	02/14/2022		02/21/2022	Υ
ENF 22-0140	826 AMENT ST	RESOLVED	CLOSED	02/10/2022	02/23/2022		02/23/2022	N
ENF 20-0411	1311 MACK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/29/2020	02/14/2022	03/02/2022		N
ENF 21-0942	612 GRAND AVE	INSPECTED PROPERTY	REF TO CITY ATTY	06/24/2021	02/14/2022	03/02/2022		N
ENF 22-0038	760 ALGER AVE	INSPECTED PROPERTY	LETTER SENT	01/11/2022	02/07/2022	03/02/2022		N
ENF 22-0152	910 CORUNNA AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	03/02/2022		Υ
ENF 22-0165	703 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/15/2022	02/24/2022	03/02/2022		Υ

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0966	817 ISHAM ST	INSPECTED PROPERTY	FINAL NOTICE	06/28/2021	02/03/2022	03/03/2022		VAC
ENF 21-1509	1405 W MAIN ST	INSPECTED PROPERTY	2ND NOTICE SENT	09/28/2021	02/15/2022	03/03/2022		N
ENF 21-1702	1210 MACK ST	INSPECTED PROPERTY	FINAL NOTICE	11/04/2021	02/16/2022	03/03/2022		N
ENF 21-1807	304 S OAK ST	FINAL NOTICE SENT	2ND NOTICE SENT	12/02/2021	02/21/2022	03/03/2022		N
ENF 20-0874	1419 CLEVELAND ST	INSPECTED PROPERTY	TICKET ISSUED	10/22/2020	02/07/2022	03/07/2022		N
ENF 21-1095	433 E MASON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/20/2021	02/21/2022	03/07/2022		Υ
ENF 22-0015	816 W STEWART ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/05/2022	02/24/2022	03/07/2022		N
ENF 22-0199	622 PINE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/21/2022	02/28/2022	03/07/2022		Υ
ENF 21-1226	1013 W STEWART ST	2ND NOTICE SENT	PARTIALLY RESOLVED	08/09/2021	02/24/2022	03/08/2022		Υ
ENF 21-1543	118 OAKWOOD AVE	INSPECTED PROPERTY	LETTER SENT	10/08/2021	02/04/2022	03/08/2022		N
ENF 21-1859	976 CORUNNA AVE	INSPECTED PROPERTY	2ND NOTICE SENT	12/14/2021	02/14/2022	03/08/2022		СОММ
ENF 22-0108	214 CORUNNA AVE	CONTACT WITH OWNER	LETTER SENT	02/03/2022	02/23/2022	03/08/2022		Υ
ENF 22-0129	830 E COMSTOCK ST	LETTER SENT	RECHECK SCHEDULED	02/07/2022	02/07/2022	03/09/2022		N
ENF 22-0214	1207 HARDING AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/28/2022	02/28/2022	03/09/2022		N
ENF 21-0123	316 OAKWOOD AVE	INSPECTED PROPERTY	TICKET ISSUED	01/26/2021	02/16/2022	03/10/2022		Υ
ENF 21-1718	1005 FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	11/09/2021	02/23/2022	03/10/2022		Υ
ENF 21-1913	902 NAFUS ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/28/2021	02/15/2022	03/10/2022		Υ
ENF 21-1340	1444 W KING ST	INSPECTED PROPERTY	TICKET ISSUED	08/26/2021	02/15/2022	03/14/2022		N
ENF 21-1455	620 CLINTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/16/2021	02/28/2022	03/14/2022		N
ENF 22-0151	515 GLENWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/10/2022	03/01/2022	03/14/2022		N
ENF 20-0182	1210 CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	05/11/2020	02/14/2022	03/15/2022		N
ENF 22-0103	921 N BALL ST	INSPECTED PROPERTY	LETTER SENT	01/31/2022	02/24/2022	03/17/2022		N

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed Rental
ENF 21-0802	419 HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2021	02/24/2022	03/21/2022	VAC
ENF 21-1578	201 ROBBINS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/14/2021	02/21/2022	03/23/2022	СОММ
ENF 22-0194	632 N WATER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/21/2022	02/21/2022	03/24/2022	N
ENF 20-0917	117 W EXCHANGE ST	INSPECTED PROPERTY	LETTER SENT	11/03/2020	02/22/2022	03/29/2022	N
ENF 21-1858	813 BRADLEY ST	INSPECTED PROPERTY	LETTER SENT	12/13/2021	02/24/2022	03/29/2022	N
ENF 19-0081	900 ADA ST	INSPECTED PROPERTY	DEMO PENDING	02/12/2019	02/22/2022	03/30/2022	N
ENF 21-1171	207 N LANSING ST	INSPECTED PROPERTY	TICKET ISSUED	07/29/2021	02/22/2022	03/31/2022	N
ENF 22-0035	819 W MAIN ST	CONTACT WITH OWNER	EXTENSION GRANTED	01/11/2022	02/15/2022	03/31/2022	СОММ
ENF 21-1522	1312 YOUNG ST	INSPECTED PROPERTY	2ND NOTICE SENT	09/30/2021	02/23/2022	04/05/2022	N
ENF 21-1883	1542 W MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/17/2021	02/24/2022	04/18/2022	Υ
ENF 21-1715	1005 W STEWART ST	INSPECTED PROPERTY	FINAL NOTICE	11/08/2021	02/28/2022	04/28/2022	N
ENF 22-0094	611 ADAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/28/2022	02/15/2022	04/28/2022	Υ
ENF 22-0083	410 S WASHINGTON ST	CONTACT WITH BUSINESS	EXTENSION GRANTED	01/26/2022	02/08/2022	04/30/2022	N
ENF 19-0751	1013 W MAIN ST	OBTAINED PERMIT	RECHECK SCHEDULED	10/23/2019	02/16/2022	05/16/2022	СОММ
NO BUILDING F	PERMIT		Total Entrie	es 5	3		
ENF 21-1810	304 S OAK ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/03/2021	02/15/2022	03/15/2022	N
ENF 22-0105	853 GRAND AVE	INSPECTED PROPERTY	LETTER SENT	02/02/2022	02/28/2022	03/15/2022	Υ
		•	Total Entrie	es 2	2		
NO MECHANIC	AL PERMIT						
ENF 22-0024	1500 W OLIVER ST	INSPECTED PROPERTY	LETTER SENT	01/07/2022	02/28/2022	03/22/2022	IND
			Total Entrie	es 1			
RENTAL REGIS	<u>TRATION</u>				_		

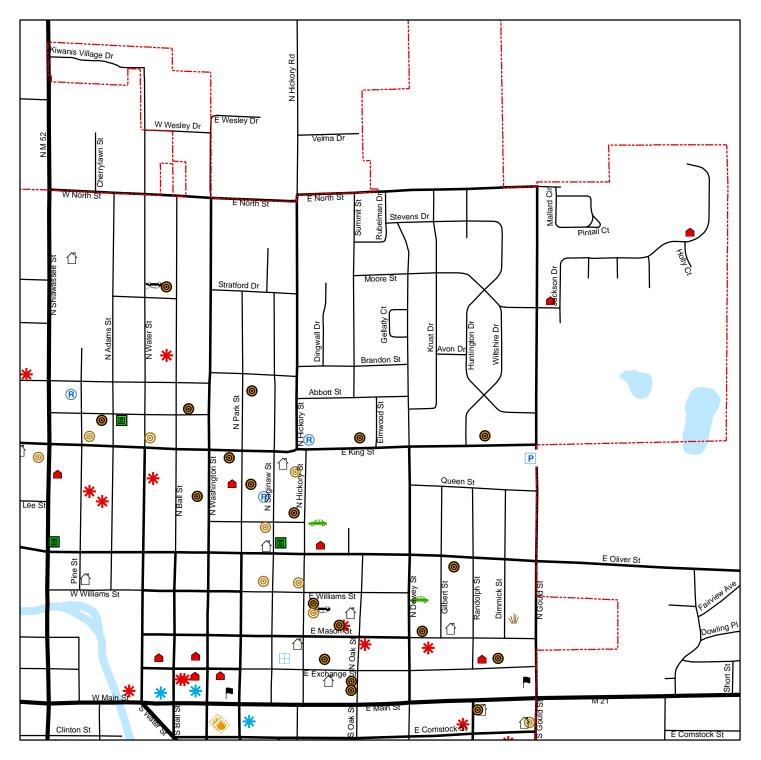
Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0016	926 NAFUS ST	CONTACT WITH OWNER	CLOSED	01/05/2022	02/07/2022		02/22/2022	Υ
ENF 22-0018	621 N SAGINAW ST	RENTAL REG FORM SUBMITTED	CLOSED	01/05/2022	02/25/2022		02/25/2022	Υ
ENF 22-0099	815 PINE ST	RENTAL REG FORM SUBMITTED	CLOSED	01/31/2022	02/22/2022		02/22/2022	Y
ENF 22-0100	726 BROADWAY AVE	RENTAL REG FORM SUBMITTED	CLOSED	01/31/2022	02/07/2022		02/07/2022	Υ
ENF 22-0125	841 E COMSTOCK ST	INSPECTED PROPERTY	CLOSED	02/07/2022	02/07/2022		02/15/2022	Υ
ENF 22-0011	403 E KING ST	INSPECTED PROPERTY	LETTER SENT	01/04/2022	02/15/2022	03/21/2022		Υ
ENF 22-0191	706 FRAZER AVE	LETTER SENT	RECHECK SCHEDULED	02/18/2022	02/22/2022	03/22/2022		Υ
ENF 21-1753	925 S BALL ST	INSPECTED PROPERTY	FINAL NOTICE	11/18/2021	02/23/2022	03/28/2022		Υ
			Total Entrie	s 8	!			
SIDEWALK VIOL	<u>ATION</u>							
ENF 21-1452	300 W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/15/2021	12/28/2021	04/04/2022	02/16/2022	COMM
			Total Entrie	s 1				
SIDEWALK/SNO	<u>W & ICE</u>							
ENF 22-0172	1121 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/16/2022		02/16/2022	N
ENF 22-0173	1102 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/17/2022		02/17/2022	N
ENF 22-0174	1114 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/17/2022		02/17/2022	Υ
ENF 22-0175	915 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	01/31/2022	02/17/2022		02/17/2022	V.L.
ENF 22-0176	1115 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	01/31/2022	02/18/2022		02/18/2022	СОММ
ENF 22-0179	102 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	01/31/2022	02/18/2022		02/18/2022	СОММ
ENF 22-0180	200 E MAIN ST	COMPLAINT LOGGED	DPW WORK ORDER	02/09/2022	02/18/2022		02/18/2022	СОММ
ENF 22-0181	1115 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	02/09/2022	02/18/2022		02/18/2022	COMM
ENF 22-0182	1101 CORUNNA AVE	INSPECTED PROPERTY			02/18/2022		02/18/2022	

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0183	102 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	02/09/2022	02/18/2022		02/18/2022	СОММ
ENF 22-0184	915 CORUNNA AVE	INSPECTED PROPERTY	DPW WORK ORDER	02/09/2022	02/18/2022		02/18/2022	V.L.
ENF 22-0185	1130 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/15/2022		02/15/2022	Υ
ENF 22-0186	200 E MAIN ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/15/2022		02/15/2022	COMM
ENF 22-0187	208 W MAIN ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/15/2022		02/15/2022	СОММ
ENF 22-0188	205 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/15/2022		02/15/2022	Υ
ENF 22-0189	1021 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/15/2022		02/15/2022	Υ
ENF 22-0190	1118 S SHIAWASSEE ST	INSPECTED PROPERTY	DPW WORK ORDER	01/27/2022	02/17/2022		02/17/2022	N
ENF 22-0207	109 N WASHINGTON ST	INSPECTED PROPERTY	DPW WORK ORDER	02/23/2022	02/23/2022		02/23/2022	СОММ
		•	Total Entrie	s 18	3			
SIGN VIOLATIO	<u>N</u>							
ENF 21-1708	117 E MAIN ST	RESOLVED	CLOSED	11/05/2021	02/15/2022		02/15/2022	СОММ
ENF 22-0136	917 E MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/08/2022	02/08/2022	03/03/2022		N
			Total Entrie	s 2	!			
TEMPORARY S	TRUCTURES							
ENF 21-1571	709 LINCOLN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/13/2021	02/28/2022	03/14/2022		N
ENF 22-0148	818 LINGLE AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	05/09/2022		N
ENF 22-0143	701 FRAZER AVE	LETTER SENT	RECHECK SCHEDULED	02/10/2022	02/10/2022	05/18/2022		N
			Total Entrie	s 3	<u> </u>			
TRAILER VIOLA	ATIONS							
ENF 19-0457	1122 S CEDAR ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/12/2019	02/15/2022	03/15/2022		VAC
			Total Entrie	s 1				
VACANT PROP	ERTY REG							
ENF 21-1504	916 E KING ST	INSPECTED PROPERTY	FINAL NOTICE	09/28/2021	02/22/2022	03/23/2022	_	VAC

<u>Code Enforcement Activity</u> FEBRUARY 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-1115	201 S WASHINGTON ST	INSPECTED PROPERTY	FINAL NOTICE	07/23/2021	02/28/2022	03/29/2022		СОММ
			Total Entrie	s 2	2			
VACANT STR	<u>UCTURES</u>							
ENF 20-0758	1434 PEARCE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/18/2020	02/21/2022	03/29/2022		VAC
			Total Entrie	s 1				
<u>WINDOWS</u>								
ENF 21-1412	712 CORUNNA AVE	RESOLVED	CLOSED	09/09/2021	02/08/2022		02/08/2022	Υ
ENF 22-0123	307 E EXCHANGE ST	LETTER SENT	RECHECK SCHEDULED	02/07/2022	02/07/2022	03/08/2022		Υ
ENF 21-1307	403 E KING ST	INSPECTED PROPERTY	FINAL NOTICE	08/23/2021	02/15/2022	03/21/2022		Υ
ENF 22-0198	909 CORUNNA AVE	LETTER SENT	RECHECK SCHEDULED	02/21/2022	02/21/2022	03/30/2022		N
			Total Entrie	s 4	ı			
ZONING				·				
ENF 22-0109	410 S WASHINGTON ST	CONTACT WITH BUSINESS	CLOSED	02/03/2022	02/08/2022		02/09/2022	СОММ
ENF 20-0866	415 STATE ST	INSPECTED PROPERTY	TICKET ISSUED	10/20/2020	02/15/2022	03/22/2022		COMM
		•	Total Entrie	s 2	2			
	Total Records:	293			Tot	tal Pages: 1	6	



Code Enforcement Activity
February 2022

NE Quadrant

Category

- Auto Repair/Junk Vehicle
- Building Violation
- Exterior Paint/Siding
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Multiple Violations
- Rental Registration
- K Sidewalk Snow & Ice
- Sign Violation
- P Vacant Property Registration
- Windows

Other Features

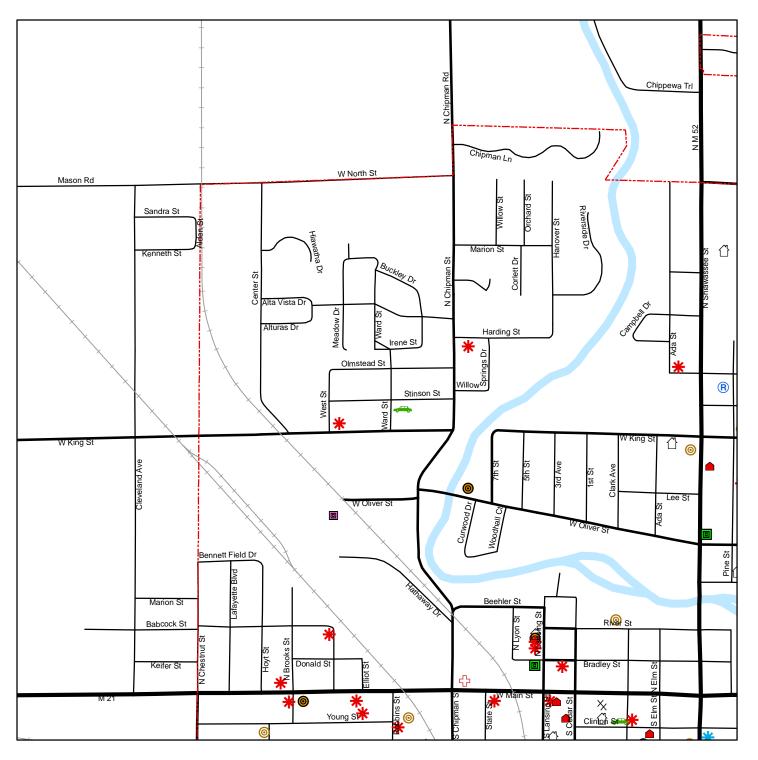
---- City Limit

--- Railroads

River & Lakes







Code Enforcement Activity
February 2022

NW Quadrant

Category

- Building Violation
- The Exterior Paint/Siding
- X Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Multiple Violations
- No Mechanical Permit
- Rental Registration
- Sidewalk Snow & Ice

Other Features

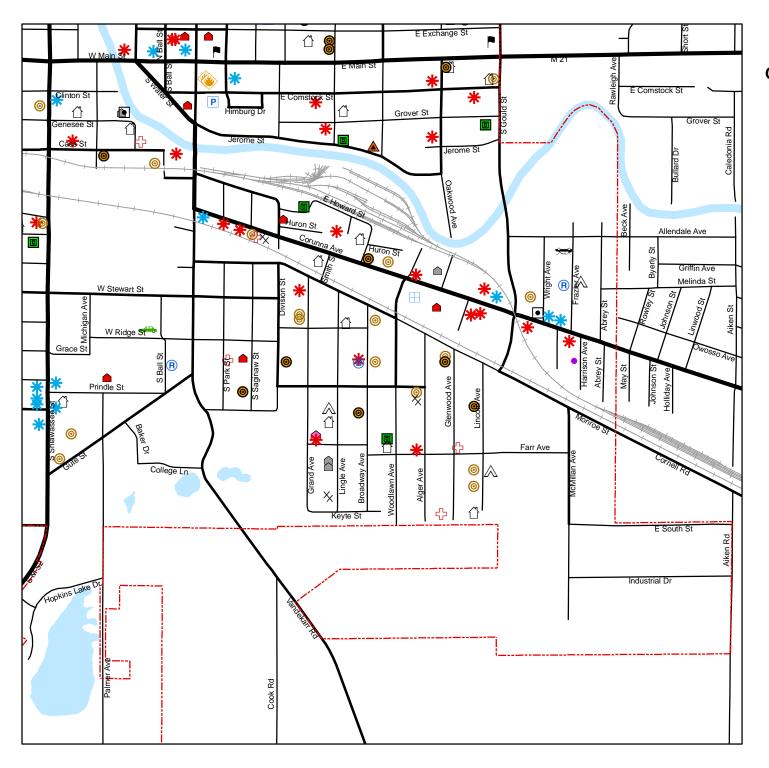
---- City Limit

--- Railroads

River & Lakes







Code Enforcement Activity February 2022

SE Quadrant

Category

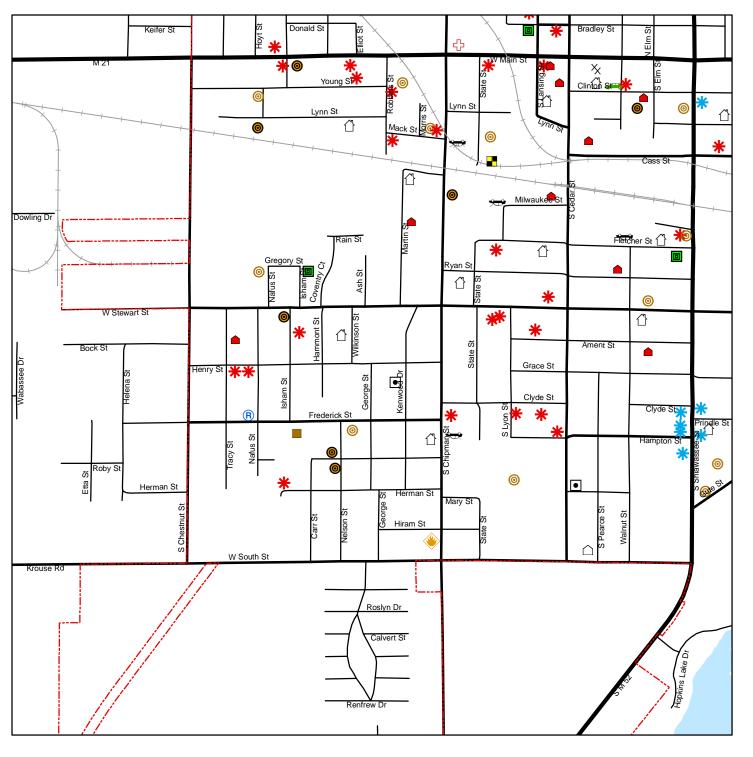
- Appliances
- Auto Repair/Junk Vehicle
- Building Violation
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Imminent Danger Of Structure
- Misc.
- Multiple Violations
- No Building Permit
- Rental Registration
- Sidewalk Snow & Ice
- Sign Violation
- P Vacant Property Registration
- Windows

Other Features

- ---- City Limit
- ---- Railroads
- River & Lakes







Code Enforcement Activity February 2022

SW Quadrant

Category

- Appliances
- Auto Repair/Junk Vehicle
- Building Violation
- Exterior Paint/Siding
- X Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In ROW
- Health & Safety
- Multiple Violations
- Rental Registration
- Sidewalk Snow & Ice
- Zoning

Other Features

---- City Limit

---- Railroads

River & Lakes





Monthly Inspection List

FEBRUARY 2022

BOOTH, MARK	MECHANICAL & PLUMBING INSPECTOR					
	Total Inspections:	29				
HARRIS, JON	ELECTRICAL INSPECT	OR				
	Total Inspections:	20				
HISSONG, BRAD	BUILDING OFFICIAL					
	7.4.11	62				
	Total Inspections:	Q 2				
FREEMAN, GREG	CODE ENFORCEMENT					
FREEMAN, GREG	CODE ENFORCEMENT					
FREEMAN, GREG	-					
FREEMAN, GREG MAYBAUGH, BRAD	CODE ENFORCEMENT	165				
	CODE ENFORCEMENT Total Inspections:	165				
	CODE ENFORCEMENT Total Inspections:	165				

Grand Total Inspections:

449

Certificates & Licenses Issued by Month for 2022

				00	ioatos & Ei	0011000 100	aca by mo					
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ADULT US	E RECREAT	ONAL RETA	AIL.									
1	0	0	0	0	0	0	0	0	0	0	0	1
\$5,000												\$5,000
BENTLEY I	PARK RENTA	AL										
16	1	0	0	0	0	0	0	0	0	0	0	17
\$450	\$25											\$475
HARMON F	PATRIDGE P	ARK RENTA	\L									
8	0	0	0	0	0	0	0	0	0	0	0	8
\$200												\$200
PROVISION	NING CENTE	R										
1	0	0	0	0	0	0	0	0	0	0	0	1
\$5,000												\$5,000
Rental				- RENEWA	LS -							
1	4	0	0	0	0	0	0	0	0	0	0	5
\$50	\$75											\$125
RENTAL R	EGISTRATIO	NS		- NEW -								
3	5	0	0	0	0	0	0	0	0	0	0	8
\$75	\$150											\$225
тот	ALS:											
30	10	0	0	0	0	0	0	0	0	0	0	40
\$10,775	\$250											\$11,025



OWOSSO PUBLIC SAFETY

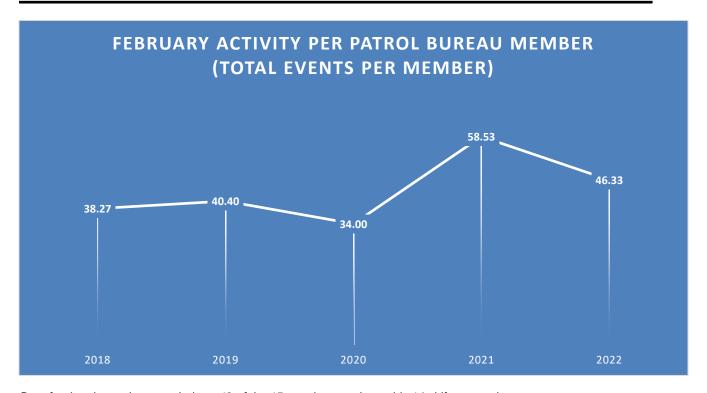
202 S. WATER ST. • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX (989)725-0528

MEMORANDUM

DATE: 11 March 2022
TO: Owosso City Council
FROM: Eric E. Cherry

Police Department Lieutenant

RE: February 2022 Police Activity Report



Data for the above chart, see below. 12 of the 15 members work roughly 14 shifts a month.

			= 0: 1::0 :0 :::	erribere trentreag.	ny 11 onne a mone	
		School				
	Patrol	Resource		FEB CAD	FEB Traffic	FEB Total Activity Per Patrol
Year	Officers	Officers	Sergeants	Events	Stops	Bureau Member
2018	10	2	3	505	69	38.27
2019	10	2	3	494	112	40.40
2020	10	2	3	396	114	34.00
2021	10	2	3	826	52	58.53
2022	10	2	3	654	41	46.33

The data for the below table is compiled from reported on date versus occurred on date that is why there will be a slight change in

numbers for the Part I Crimes table following this chart.

February	Part I Crimes	Part II Crimes	Violent Crimes	Reports	Arrests
2018	19	60	8	126	24
2019	26	95	9	179	44
2020	12	73	4	146	27
2021	20	49	4	113	25
2022	22	52	5	119	17

Owosso Police February Part I Crimes Comparison

Offense 2/1/2022 -2/1/2021 -2/1/2020 -2/28/2022 2/28/2021 2/29/2020 0904 - 09001 - Murder - Willful Killing - Non-Family - Other Weapon 1171 - 11001 - CSC First (1st) Degree -Penetration Penis/Vagina 1172 - 11002 - CSC Third (3rd) Degree -Penetration Penis/Vagina 1173 - 11003 - CSC First (1st) Degree -Penetration Oral/Anal 1174 - 11004 - CSC Third (3rd) Degree -Penetration Oral/Anal 1175 - 11005 - CSC First (1st) Degree -Penetration Object 1176 - 11006 - CSC Third (3rd) Degree -Penetration Object 1177 - 11007 - CSC Second (2nd) Degree - Forcible Contact 1203 - 12000 - Robbery - Business - Strong Arm 1204 - 12000 - Robbery - Street - Gun 1205 - 12000 - Robbery - Street - Other Weapon 1206 - 12000 - Robbery - Street - Strong Arm 1209 - 12000 - Robbery - Residence - Strong Arm 1210 - 12000 - Robbery - Forcible Purse Snatching 1297 - 12000 - Attempted Robbery - Unarmed 1301 - 13002 - Aggravated/Felonious Assault - Family - Gun 1302 - 13002 - Aggravated/Felonious Assault - Family -Other Weapon 1303 - 13002 - Aggravated/Felonious Assault - Family -Strong Arm 1304 - 13002 - Aggravated/Felonious Assault - Non-Family -Gun 1305 - 13002 - Aggravated/Felonious Assault - Non-Family -Other Weapon 1306 - 13002 - Aggravated/Felonious Assault - Non-Family -Strong Arm 1308 - 13002 - Aggravated/Felonious Assault - Public Official - Other Weapon

TOTALS	18	23	10
3080 - 30002 - Retail Fraud Man/Sell/Poss Theft Det	0	0	0
3078 - 30002 - Retail Fraud Theft 3rd Degree	1	0	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	0	0	0
3073 - 30002 - Retail Fraud Theft 1st Degree	0	0	0
2411 - 24001 - Motor Vehicle - Unauthorized Use	0	1	0
2408 - 24001 - Possess Stolen Vehicle	0	0	0
2404 - 24001 - Vehicle Theft	0	0	0
2403 - 24001 - Motor Vehicle - Theft and Use in Other Crime	0	0	0
2401 - 24001 - Motor Vehicle - Theft and Sale	0	0	0
2399 - 23007 - Larceny (Other)	0	2	1
2379 - 23007 - Larceny of Gasoline, Self-Service Station	0	0	0
2310 - 23007 - Larceny - From Mails	0	0	0
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1	0	0
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	3	2	1
2306 - 23007 - Larceny - From Shipment	0	0	0
2305 - 23005 - Larceny - Personal Property from Vehicle	4	11	2
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	0	1	0
2301 - 23001 - Larceny - Pocketpicking	0	0	0
2299 - 22001 - Burglary -Other Forced Entry	0	0	0
2275 - 22001 - Burglary - Unoccupied Building or Other Structure	0	0	0
2203 - 22001 - Burglary - Forced Entry - Non-Residence	1	0	0
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1	2	1
2099 - 20000 - Arson (Other)	0	0	0
2073 - 20000 - Arson - Burning of Personal Property	1	0	0
2072 - 20000 - Arson - Burning of Real Property	0	0	0
2006 - 20000 - Arson -Residence	0	0	0
2005 - 20000 - Arson -Business	0	0	C
Murder Attempt 2002 - 20000 - Arson - Residence - Endangered Life	1	0	C
- Strong Arm 1371 - 13002 - Aggravated/Felonious Assault Assault -	1	0	C
- Other Weapon 1312 - 13002 - Aggravated/Felonious Assault - Police Officer	0	0	(
Official - Strong Arm 1311 - 13002 - Aggravated/Felonious Assault - Police Officer	0	0	(

MINUTES

REGULAR MEETING OF THE

DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET

CITY OF OWOSSO

MARCH 2, 2022, AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chairman Jon Moore at 7:35 A.M.

ROLL CALL: Taken by Deputy City Clerk Carrie Farr

<u>MEMBERS PRESENT</u>: Chairman Jon Moore, Vice-Chairman Brianna Carroll, Commissioners: Dave Acton, Josh Ardelean, Bill Gilbert, Sue Osika and Melissa Wheeler. Josh Ardelean joined the meeting at 7:36 after roll call.

MEMBERS ABSENT: Kenneth Cushman

OTHERS PRESENT: Beth Kuiper, Director

AGENDA: IT WAS MOVED BY VICE CHAIR CARROLL AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER CARROLL TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD FEBRUARY 9, 2022.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) CHECK REGISTER: FEBRUARY 2022 – Discussion regarding legal fees incurred, it was agreed the budget should include a line item to cover such fees in the future.

IT WAS MOVED BY VICE CHAIR CARROLL, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO APPROVE THE CHECK REGISTER FOR FEBRUARY 2022 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

- 2) BUDGET REPORT Authority Member Gilbert noted adjustments will be made in June for lines items that have exceeded budget.
- **3) CREDIT CARD RECONCILLIATION** A positive balance exists due to a check being sent in error. It will be credited to the balance when the next charges are incurred.
- **4) SHIACASH REPORT** Attendees of the Chocolate Walk were encouraged to use their ShiaCash, along with participants in the Chamber of Commerce's St. Patrick's Day event.

- **5) CHARGEPOINT REPORT** Authority Member Omer reported a module was not working in one of the machines. Authority Member Osika asked for more detailed reports once usage increases. Director Kuiper noted things were operational and ready for next steps including Authority Member Acton scheduling a ribbon cutting.
- **6) BOARD RETREAT REPORT** The retreat held January 26, 2022 at Fosters Coffee included work on Program Flow Charts and review of the DDA's Mission, Vision and Goals. A new tagline was suggested to replace, "Gather Around." This new tagline will be included with the logo on all communications.

MOTION BY AUTHORITY MEMBER ARDELEAN, SUPPORTED BY AUTHORITY MEMBER ACTON TO APPROVE THE NEW TAGLINE, "LEARN OUR STORY. CREATE YOUR OWN."

AYES: ALL. MOTION CARRIED.

- **7) CHAIRMAN LIGHTS**—The packet included options A-D with visuals. The consensus among the Board was choice C. It was noted light poles will be replaced along Exchange Street. Existing poles will not be replaced one for one; every other will be a bollard (with power) due to increased light output.
- **8) 2022/2023 BUDGET** Authority Member Gilbert went over the budget and stressed the fact that committees for events will be made aware of their individual expenses and must raise funds to match expenses and profit. The one major change was on the income side, a line item was added for organization income to be raised by a committee to have as base funds. Authority Member Osika expressed concern over the line item "Christmas" budgeted at \$5,500.

<u>BUDGET</u>: IT WAS MOVED BY VICE CHAIR CARROLL AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE BUDGET WITH THE FOLLOWING CHANGE: LINE ITEM "CHRISTMAS" AT \$5500 WILL BE CHANGED TO GENERAL STREETSCAPE EXPENSES.

AYES: CHAIRMAN MOORE, VICE CHAIR CARROLL, AUTHORITY MEMBERS ACTON, ARDELEAN, GILBERT, WHEELER, OMER.

NAYS: AUTHORITY MEMBER OSIKA.

ABSENT: AUTHORITY MEMBER CUSHMAN.

MOTION PASSED.

COMMITTEE UPDATES:

- 1) Streetscape & Beautification Discussion about Chairman lights and trees erroneously planted on Exchange Street. These will be removed and sold.
- 2) Promotion Chocolate Walk was a great success with 300 tickets sold and many out of town visitors. Considerations should be made for dates that overlap with other downtown events such as Lebowsky Center plays for parking concerns. Authority Member Osika asked that something be included on the back side of the map to promote Owosso.
- 3) Outreach It was noted John Hankerd has retired. Work is being done on the Influencer program.
- 4) **Economic Vitality** Authority Member Omer noted there are no RLF Loan applications at this time.

Small Business Meetups and Match on Main – Vice Chair Carroll noted Small Business Meetup will be next month at Books & Beans.

Optimize Main Street - Director Kuiper indicated seven businesses applied and were awarded.

Match on Main- The Board will apply on behalf of interested businesses.

R2R – Vice Chair Carroll gave an update regarding packets and window decals with QR codes for leasing information for empty buildings.

Board Continuing Education/Information: Main Street Conference is in Richmond, Virginia this year and will cost about \$2,000 for Director Kuiper's attendance.

MOTION BY VICE CHAIR CARROLL, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO APPROVE DIRECTOR KUIPER'S ATTENDANCE AT THE MAIN STREET CONFERENCE UTILIZING FUNDS FROM THE CONTINUING EDUCATION BUDGET LINE ITEM.

AYES: ALL. MOTION CARRIED.

Director Updates: Updates were provided throughout the meeting.

PUBLIC COMMENTS: None

BOARD COMMENTS: Authority Member Ardelean noted he encouraged the Chamber of Commerce to do a website push regarding ShiaCash.

ADJOURNMENT:

IT WAS MOVED BY VICE CHAIR CARROLL AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 8:49 A.M.

AYES: ALL. MOTION CARRIED.