

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, SEPTEMBER 19, 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 SEPTEMBER 6, 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

PUBLIC HEARINGS

1. Ordinance Amendment – Repeal & Replace Middle School PILOT. Conduct a public hearing for the purpose of receiving citizen comment regarding the proposed repeal and replacement of Division 2 of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, *Taxation*, of the Code of the City of Owosso to establish a service charge in lieu of taxes for the proposed Venture Riverview Flats redevelopment at the former middle school.
Master Plan Implementation Goals: 1.2,1.3,1.9,5.11
2. Proposed Special Assessment District No. 2023-101 - Hazards and Nuisances. Conduct a public hearing to receive citizen comment regarding proposed Special Assessment District No. 2023-101, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 300 W. Main Street.
Master Plan Implementation Goals: 1.12

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. 2023 Local Grade Crossing Surface Program Application – S. Chestnut Street. Approve application to the FY2023 Local Grade Crossing Surface Program for reconstruction of the Huron & Eastern Railroad crossing on South Chestnut Street.
Master Plan Implementation Goals: 3.22
2. 2023 Local Grade Crossing Surface Program Application – S. Chipman Street. Approve application to the FY2023 Local Grade Crossing Surface Program for reconstruction of the Huron & Eastern Railroad crossing on South Chipman Street.
Master Plan Implementation Goals: 3.22
3. 2023 Local Grade Crossing Surface Program Application – Woodlawn Avenue. Approve application to the FY2023 Local Grade Crossing Surface Program for reconstruction of Huron & Eastern Railroad crossing on Woodlawn Avenue.
Master Plan Implementation Goals: 3.22
4. COSSAP Grant Acceptance. Authorize acceptance of a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant in the amount of \$373,864.00 from the U.S. Department of Justice and administered by the Michigan State Police to develop and expand overdose prevention programs.
Master Plan Implementation Goals: 3.1
5. Change Order – 2022 Sidewalk Replacement Program. Approve Change Order No. 1 to the 2022 Sidewalk Replacement Program contract with Lopez Concrete Construction, LLC increasing the contract in the amount of \$21,500.00 for additional sidewalk repairs, including a section of the James S. Miner River Walk adjacent to the city hall parking lot, and authorize payment to the contractor up to the revised contract amount of \$133,750.00 utilizing the existing \$20,000.00 contingency, plus \$1,500.00 from the Parks Fund, upon satisfactory completion of the work.
Master Plan Implementation Goals: 1.12, 1.26
6. Balancing Change Order - 2021 North Gould Street Project Engineering Services Contract. Approve Balancing Change Order No. 1 to the 2021 North Gould Street Project Engineering Services Contract with Fleis & Vandenbrink Engineering, Inc. reducing the total contract amount by \$38,171.00 to balance contract quantities and costs.
7. Purchase Order Amendment - Sodium Hypochlorite. Authorize amendment to Purchase Order Nos. 43688 & 43689 with JCI Jones Chemicals, Inc. for bulk Sodium Hypochlorite, increasing the unit price from \$1.59/gallon to \$1.79/gallon, and raising the total estimated cost by \$8,176.95 for the FY 2022-2023, and further authorize payment to the supplier up to \$94,036.95 based on unit prices for actual quantities required.
Master Plan Implementation Goals: 3.4
8. Contract Authorization- Lime Residuals Removal. Authorize contract with Rocky Ridge Development, LLC for the removal of Water Treatment Plant lime residuals at \$31.90 per cubic yard for fiscal year 2022-2023 with a total amount not to exceed \$398,750.00, and further authorize payment according to unit prices upon successful completion of the work or a portion thereof.
Master Plan Implementation Goals: 3.4
9. Warrant No. 622. Authorize Warrant No. 622 as follows:

Vendor	Description	Fund	Amount
Waste Management	Refuse Hauling Services	WWTP/ Streets	\$12,366.37
Gould Law PC	August 2022 – Services	General Fund	\$11,916.32

10. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Charles Suchanek	Zoning Board of Appeals (filling the unexpired term of R. Horton)	06-30-2023

ITEMS OF BUSINESS

1. Owosso Historical Commission Charitable Agency Fund Agreement. Consider approval of a Charitable Agency Fund agreement between the Owosso Historical Commission and the Shiawassee Community Foundation in the amount of \$21,244.04 for the investment of endowment funds.
2. MML Annual Meeting Delegate. Designate the City's official representative for the MML Annual Meeting.

COMMUNICATIONS

1. Carl Ludington, Building Board of Appeals. Letter of Resignation.
2. Tanya Buckelew, Planning & Building Director. August 2022 Building Department Report.
3. Tanya Buckelew, Planning & Building Director. August 2022 Code Violations Report.
4. Tanya Buckelew, Planning & Building Director. August 2022 Inspections Report.
5. Tanya Buckelew, Planning & Building Director. August 2022 Certificates Issued Report.
6. Kevin D. Lenkart, Public Safety Director. August 2022 Fire Report.
7. Owosso Historical Commission. Minutes of September 12, 2022.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, October 03, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – term expires June 30, 2023
Building Board of Appeals – Alternate - term expires June 30, 2025
Building Board of Appeals – Alternate - term expires June 30, 2024
Owosso Historical Commission – term expires December 31, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2024

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 September 19, 2022. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, September 19, 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/j/83608253887?pwd=RDJQbXU0MFNEZVkrMkw0SzFOYVE3dz09>
- **Meeting ID:** 836 0825 3887
- **Password:** 270412
- **One tap mobile**

+16465588656,,83608253887#,,,,*270412# US (New York)

+16469313860,,83608253887#,,,,*270412# US

Dial by your location

+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)

- **For video instructions visit:**
 - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on September 19, 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 SEPTEMBER 6, 2022
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: PASTOR GARY BEAL
CHURCH OF JUBILEE

PLEDGE OF ALLEGIANCE: COUNCILMEMBER DANIEL A. LAW

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 Fear and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 15, 2022

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of August 15, 2022 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Proposed Special Assessment Project – Lee Street, from Clark Avenue to Ada Street

Master Plan Implementation Goals: 3.4

City Manager Nathan R. Henne noted that this is a citizen-initiated project. He then gave an overview of the historical condition of the street, the work that is being proposed, and how the estimated assessments were determined.

A public hearing was conducted to receive citizen comment regarding proposed Special Assessment District No. 2023-03 for Lee Street from Clark Avenue to Ada Street for street resurfacing.

The following people commented in regard to the proposed special assessment project:

Tom Manke, 2910 W. M-21, asked if the project includes the removal of lead water service lines.

Patrick Morris said he recently purchased the home at 601 Ada Street. He agreed that the street was in poor condition, but asked why such a low-traveled street is proposed for work now when inflation is such a concern. He also noted that he felt the taxes in the City are high.

Athena Kurtz, 723 Street, indicated she has lived on Lee Street for over 10 years and has seen it deteriorate to the point where it is like a dirt road, children cannot bike or skateboard on it and the uneven surface has caused people to trip and fall. She said that while the street may seem to have little traffic there is a significant amount of traffic on the street during the school year. She went on to say that she initiated this project and now is the time to do it.

Mayor Eveleth acknowledged the state of inflation, but he has seen the cost of street projects increase dramatically over the course of his time on Council and he felt that the project would only get more expensive as time goes on. He said the street is in really bad shape and he didn't want to saddle residents with an even larger special assessment in the future.

Councilmember Fear noted that the traffic study quoted by the City Manager was conducted after school was out for the summer, skewing the results. She said the street is practically dirt now and more of the surface is worn away each year. She felt it was important for Council to acknowledge this project was initiated by the residents of the neighborhood and she supported it moving forward.

In response to Mr. Manke's question, City Manager Henne noted that the water main, and any lead service lines, on Lee Street were replaced when Clark Avenue was resurfaced.

Mayor Eveleth explained that the purpose of tonight's hearing is to determine whether the proposed project is necessary. Should Council direct the project to move forward another public hearing will be held to allow residents to comment in regard to the amount of their assessment.

Motion by Councilmember Pidek that the following resolution be adopted:

RESOLUTION NO. 129-2022

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2023-03
LEE STREET, FROM CLARK AVE TO ADA ST
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

LEE STREET, A PUBLIC STREET, FROM CLARK AVE TO ADA ST
STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$182,655.60 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.

3. The City Council determines that of said total estimated cost, the sum of \$44,536.25 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$138,119.35 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Lee Street, a Public Street, from Clark Ave to Ada St
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Proposed Special Assessment Project – Center Street, from King Street to North Street

Master Plan Implementation Goals: 3.4, 3.10

City Manager Henne indicated the proposed project involves a significant stretch of the street, including areas with curb and gutter and those without. He went on to say that the PASER rating for the uncurbed section is quite poor, while the curbed section has fared a bit better. Unfortunately, the cost to install curb and gutter where there currently is none is quite significant and will not be a part of this project because of the cost. The water main and service lines along the street were replaced this summer, but the City could not afford to pave the street as well, so repaving of the street will be scheduled for next year.

A public hearing was conducted to receive citizen comment regarding proposed Special Assessment District No. 2023-04 for Center Street from King Street to North Street for street resurfacing.

The following people commented regarding the proposed special assessment project:

Winfield Wittum, 1532 Alturas Drive, said he lives on a corner lot and in the past he had been told that he would only be assessed for the street that his driveway was on. He also said that his basement flooded twice this year and he wondered if the proposed project would address that issue.

Rick Church, 810 Center Street, said he lives along the uncurbed portion of the street and he wondered if the crown of the street could be lowered so he would be better able to drain water from his yard. He also asked if there was any way to add curb and gutter to that section of the street and if he will be charged less for the project than his neighbors with curb and gutter.

Angie Keezer, 815 Center Street, said she also lives along the uncurbed portion of the street and she has a ditch at the edge of her front yard running parallel with the street. She asked if the ditch will be filled in as a part of the project. She also asked if the project will deal with the flooding problem in the area and if she would have to start paying on her assessment this November, before the street is repaved. Lastly, she indicated she also is in favor of the installation of curb and gutter for that section of the street.

Dick Spencer, 802 Center Street, asked if the uncurbed section will receive the same asphalt as the curbed section and if any trees will need to be removed.

The Mayor and City Manager responded to the questions that were posed.

Mayor Eveleth indicated that the City has historically specially assessed corner lot owners for both of the adjacent streets, though a 25% discount is given; interior flooding due to sewer related issues is the responsibility of the property owner and would not be included in the proposed project; the assessment will not come due until after the project is completed and payment can be made over the course of 10 years.

City Manager Henne responded indicating that he would check with the City Engineer about the possibility of reducing the height of the crown and whether adjoining ditches could be tiled. He went on to note that the quality of the new asphalt will be the same on both the curbed and uncurbed sections and that installing curb and gutter is not an option due to the cost.

Once again the Mayor explained the special assessment process, indicating that tonight the Council will determine if the project is necessary. If so, bids will be solicited in the next few months and a second public hearing will be held to allow citizens to comment on the amount of their individual assessment.

Councilmember Pidek thanked everyone that offered their opinion, saying the feedback was very helpful.

Motion by Councilmember Pidek to approve the following resolution:

RESOLUTION NO. 130-2022

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2023-04
CENTER STREET, FROM KING ST TO NORTH ST
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

CENTER STREET, A PUBLIC STREET, FROM KING ST TO NORTH ST
STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be

\$560,432.40 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.

3. The City Council determines that of said total estimated cost, the sum of \$132,814.59 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$427,617.81 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Center Street, a Public Street, from King St to North St
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, expressed his concern with the design, location, and cost of the new kayak launch behind the old middle school. City Manager Henne indicated that the location for the new launch was determined in part by the Parks & Recreation Commission and part by the stipulations of the grant that was received for the project. He also clarified the design details of the launch.

Eddie Urban, 601 Glenwood Avenue, said he used to do a lot of metal detecting and he would like to encourage young people to take up treasure hunting.

Pastor Gary Beal of Church of Jubilee said he moved here from Dallas six years ago and he thinks Owosso is a great place to live. He asked if the City had ever considered employing a survey to find out what citizens want and their feelings about the community. Mayor Eveleth stated that the City had performed several surveys in the last few years including the Master Plan survey and the Historical Commission survey.

Karen Mead-Elford, 1330 W. King Street, asked about the status of the former Lula's location. City Manager Henne indicated that the owner had applied for a permit to demolish the remaining structure but the Historic District Commission had objected as they wanted to see the façade retained. Unfortunately, an agreement between the parties was not able to be reached within the 60-day window provided by law, resulting in the automatic granting of the applicant's request for demolition.

Mayor Pro-Tem Osika encouraged everyone to attend the following downtown events later this week: Cones with a Cop & Firefighter on Thursday from 4:00pm-6:00pm at Cone Zone, the premiere of Kinky Boots at the Lebowsky Center on Friday, and the ArtWalk on Saturday from 3:00pm-8:00pm.

Councilmember Pidek announced that he would like to recuse himself from voting on the Consent Agenda because one of the items involves his wife's business, Aviator Jayne. He noted that relevant details for the item were included in the meeting packet for anyone interested.

Motion by Councilmember Haber to allow Councilmember Pidek to recuse himself from voting on the Consent Agenda due to a potential financial conflict of interest.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

Councilmember Pidek stepped out of the meeting while the Consent Agenda was addressed.

CONSENT AGENDA

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

First Reading & Set Public Hearing – Repeal & Replace Middle School PILOT. Conduct first reading and set a public hearing for Monday, September 19, 2022 at 7:30 p.m. for the purpose of receiving citizen comment regarding the proposed repeal and replacement of Division 2 of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of the City of Owosso to establish a service charge in lieu of taxes for the proposed Venture Riverview Flats redevelopment at the former middle school as follows:

RESOLUTION NO. 131-2022

AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED REPEAL OF DIVISION 2, *WATER STREET EXCHANGE*, OF CHAPTER 32, TAXATION, OF THE CODE OF ORDINANCES AND ITS REPLACEMENT WITH DIVISION 2, *VENTURE RIVERVIEW FLATS*, TO ESTABLISH A PILOT AGREEMENT FOR THE VENTURE RIVERVIEW FLATS

WHEREAS, the Owosso Public Schools previously secured a buyer for the former middle school building, located at 219 N. Water Street, parcel number 050-470-038-002-00; and

WHEREAS, the buyer wished to repurpose the building for low-income housing units and sought low-income housing tax credits, necessitating the passage of a PILOT Ordinance; and

WHEREAS, due to unforeseen economic factors the buyer withdrew from the purchase, requiring the repeal of said ordinance; and

WHEREAS, the Owosso Public Schools has recently agreed to sell the former middle school building to Venture, Inc., a Michigan domestic nonprofit corporation, located in Pontiac, Michigan; and

WHEREAS, Venture, Inc., plans to convert the building into a mixed-use development with residential spaces catering to people with low incomes funded in part by low-income housing tax credits; and

WHEREAS, the City of Owosso agrees to forego property tax payments on the property to assist in the financial feasibility of the project; and

WHEREAS, the City of Owosso is authorized to establish a service charge in lieu of property taxes for such developments; and

WHEREAS, said service charges are instituted by the adoption of an ordinance; and

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

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

SECTION 1. REPEAL. That Division 2, *Water Street Exchange*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be repealed in its entirety.

SECTION 2. REPLACE. That a new Division 2, Venture Riverview Flats LDHA LP, of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be adopted as follows:

DIVISION 2. – VENTURE RIVERVIEW FLATS, LDHA LP

Sec. 32-50. - Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401 et seq.). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act.

It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this article for tax exemption and the service charge in lieu of taxes during the periods contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such ordinance and service charge.

The City further acknowledges that Venture, Inc., a domestic nonprofit corporation (a sponsor), has offered, subject to receipt of a mortgage loan from the authority, to erect and/or reuse an existing structure, own and operate a housing development identified as Venture Riverview Flats on certain property located at 219 N. Water Street (see legal description below) in the City to serve persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

The City further acknowledges that Venture, Inc., a Michigan domestic nonprofit corporation, has offered, subject to receipt of low-income housing tax credits from the authority, to erect, own and operate a housing development to the required standards of SHPO, identified as the Venture Riverview Flats on certain property located at 219 N. Water Street in the City, hereinafter referred to as the "Site" and further described as:

COM 70' S OF NE CORNER BLK 38 TH W 143.8' TH S 62' TH W 334.7' TH S TO SHIA RIVER TH SE'LY TO PT 6" N OF THE PT WHERE N LN OF EXCHANGE ST IF EXT'D W'LY WOULD INTERSECT E BANK OF SD RIVER TH ON A LN PAR'L WITH N LN OF EXCHANGE ST SO EXT'D TO A PT 126' W OF W LN OF WATER ST TH N 2' TH ELY ON A LN PAR'L WITH THE N LN OF EXCHANGE ST SO EXT'D 38' TH S 2'6" TO N LN EXCHANGE ST SO EXT'D TH E ON LINE OF EXCHANGE ST SO EXT'D 88' TO THE W LN OF WATER ST TH N TO BEG BLK 38 ORIGINAL PLAT;
Parcel Number: 050-470-038-002-00

to serve persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

Sec. 32-51. - Definitions.

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

Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

Annual shelter rents means the total collections during an agreed annual period from all occupants of a housing development representing rents or occupancy charges exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.

Authority means the Michigan State Housing Development Authority.

Contract rents are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended.

Housing development means a development which contains a significant element of housing for elderly persons of low income or persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.

HUD means the Department of Housing and Urban Development of the United States Government.

Mortgage loan means a loan to be made by the authority or Farmers Home Administration or the Department of Housing and Urban Development to a sponsor for the construction and permanent financing of a housing development or a mortgage loan insured by HUD or a federally aided mortgage as otherwise defined by the Act.

Persons of low income means persons and families eligible to move into a housing development; families and persons who cannot afford to pay the amounts at which private enterprise, without federally-aided mortgages or loans from the authority, is providing a substantial supply of decent, safe, and sanitary housing and who fall within income limitations set in this act or by the authority in its rules. Among low income or moderate income persons, preference shall be given to the elderly and those displaced by urban renewal, slum clearance, or other governmental action.

Sponsor means persons or entities which have applied to either the authority for a mortgage loan to finance a housing development or to another governmental entity or is a federally-aided mortgage, as otherwise defined by the Act.

State Historic Preservation Office means The Michigan State Historic Preservation Office (SHPO) helps property owners, developers, and local and state agencies recognize and seize opportunities to maintain and rehabilitate structures that define communities and define Michigan. The SHPO encourages the rehabilitation of historic buildings so they can continue to enrich communities where people want to

live and visit. Through the protection of historic and archaeological sites and other cultural resources, preservation provides a record of Michigan's history and creates a link between Michigan's residents: past, present and future.

Utilities means fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

Sec. 32-52. - Class of housing developments.

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be multiple dwellings for persons of low income which are financed or assisted by the authority, or which have a federally aided mortgage, as defined in the Act. It is determined that Water Street Exchange is of this class.

Sec. 32-53. - Establishment of annual service charge for Venture Riverview Flats.

The housing development identified as Venture Riverview Flats and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction. The City, acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established herein, and in consideration of the sponsor's offer, subject to receipt of a mortgage loan from the authority, to construct, own and operate the housing development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charges shall be equal to four (4) percent of the difference between contract rents actually collected and utilities.

Sec. 32-54. - Payment of service charge.

The service charge in lieu of taxes as determined under this article shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before March 31 of each year.

Sec. 32-55. - Duration.

The tax exempt status of a housing development approved for such status by the City council shall remain in effect and shall not terminate so long as the mortgage loan for such housing development remains outstanding and unpaid, as long as the property is subject to restrictive rents in compliance with the low income housing tax credit program administered by MSHDA, or for such period as the authority or other governmental entity has any interest in the property; provided, the construction of such housing development commences within two (2) years from the effective date the City council approves the housing development for tax exempt status as provided in this article.

Sec. 32-56. - Contractual effect.

Notwithstanding the provisions of section 15a(5) of the Act (MCL 125.1415a(5)), to the contrary, a contract between the City and the sponsor with the authority as third part beneficiary thereunder, to provide tax exemption and accept payments in lieu thereof as previously described is effected by enactment of this article.

SECTION 3. PUBLIC HEARING. A public hearing is set for Monday, September 19 at 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing citizen comment regarding the proposed repeal and replacement to the Code of Ordinances.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

SECTION 5. 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.

Master Plan Implementation Goals: 1.2,1.3,1.9,5.11

Proposed Special Assessment District No. 2023-101 - Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, September 19, 2022 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2023-101, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 300 W. Main Street as follows:

RESOLUTION NO. 132-2022

**SPECIAL ASSESSMENT DISTRICT
NO. 2023-101
HAZARDS AND NUISANCES
300 W. MAIN 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, September 19, 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	TYPE OF NUISANCE	BALANCE
050-470-024-001-00	300 W. Main Street	Sidewalk Replacement	\$14,557.76

TAKE NOTICE that a Special Assessment Roll-Hazards and Nuisances has been prepared for the purpose of defraying the unpaid costs incurred in the replacement of sidewalk 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, September 19, 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.

Master Plan Implementation Goals: 1.12

Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Nicholas Bruckman	Shiawassee District Library Board (filling unexpired term of K. Teich)	06-30-2025
Justin Horvath	Zoning Board of Appeals (filling an open seat)	06-30-2023

Traffic Control Order - Block Party Permission. Waive the insurance requirement, approve request from the River North Neighborhood Planning Committee for closure of Clark Street between Oliver Street and King Street from 12:00 p.m.- 8:00pm Sunday, October 9, 2022 for a block party, and further approve Traffic Control Order No. 1481 formalizing the action.

Traffic Control Order No. 1482. Rescind Traffic Control Order No. 775 and approve Traffic Control Order No. 1482 establishing 15-minute parking on the south side of Hampton Street between Cedar Street and Lyons Street in front of Bryant School.

***OMS/DDA RLF Loan Funding Approval – Aviator Jayne, LLC.** Approve the application from Aviator Jayne, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$40,000.00 for business expansion costs at 109 North Washington Street as follows:

RESOLUTION NO. 133-2022

**APPROVAL OF A LOAN TO
AVIATOR JAYNE, LLC
FOR BUSINESS DEVELOPMENT ACTIVITIES AT 109 N. WASHINGTON STREET
AND RELEASE OF OMS/DDA REVOLVING LOAN FUNDS**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board; and

WHEREAS, on June 1, 2022 a loan application was submitted to OMS/DDA by Aviator Jayne, LLC for property and business development activities at their new location at 109 N. Washington Street; and

WHEREAS, on August 3, 2022 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 70. This score is above the 30 points required for consideration; and

WHEREAS, on August 9, 2022 the OMS/DDA Board of Directors approved the Revolving Loan Sub-Committee recommendation.

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

FIRST: the City of Owosso approves a \$40,000.00 loan to Aviator Jayne, LLC for business expansion and property development activities at 109 N. Washington Street according to the terms & specifications of the OMS/DDA Loan & Grant Manual.

SECOND: the accounts payable department is authorized to release said loan funds to Aviator Jayne, LLC in the amount of \$40,000.00 for the purpose stated.

Master Plan Implementation Goals: 1.17, 1.19, 5.31

***Change Order – 2022 Street Patches Program.** Approve Change Order No. 1 to the contract with Smith Sand & Gravel for the 2022 Street Patches Program, adding \$40,232.50 for additional street patches due to water main breaks and sewer failures, and authorize payment up to the contract amount plus Change Order No. 1 upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 134-2022

AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND T J SMITH SAND & GRAVEL, INC. FOR THE 2022 STREET PATCH PROGRAM

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with T J Smith Sand & Gravel, Inc. on May 15, 2021 for street patches during the 2022 construction season on various streets throughout the city; and

WHEREAS, during the course of the spring and summer, water main breaks and sewer failures resulted in the need for additional street patches; and

WHEREAS, T J Smith Sand & Gravel, Inc. has agreed to make these additional repairs and a change order is necessary to increase the contract amount.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to amend the 2022 Street Patch Program contract with T J Smith Sand & Gravel, Inc. increasing the contract in the amount of \$40,232.50 for additional street repairs, bringing the total contract to \$120,232.50.
- SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 to the Contract for Services between the city of Owosso and T J Smith Sand & Gravel, Inc..
- THIRD: the accounts payable department is authorized to pay T J Smith Sand & Gravel, Inc. for work satisfactorily completed up to the revised contract amount of \$120,232.50.
- FOURTH: the above expenses shall be paid, in part, from the previously approved \$20,000.00 contingency for this contract, with the remaining amount coming from the Major and Local Street Account Nos. 202-463-181.000 and 203-463-818.000, Sewer Fund Account No. 590-549-818.000, and Water Fund Account Nos. 591-552-818.000, 591-552-818.000-LSL-ID0000, and 591-552-818.000-LSLREPLACE, and other funds as appropriate.

***Contracts Authorization – Router Replacement Project.** Waive competitive bidding requirements, approve a contract with Logicalis, Inc. for the purchase of new routers and a contract for the professional services required to install the routers, in the total amount of \$42,309.30, and further approve payment upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 135-2022

**APPROVING QUOTATIONS # 2022-143635v1 & 2022-141865v2
FROM LOGICALIS, INC.
FOR THE ROUTER REPLACEMENT PROJECT**

WHEREAS, the city of Owosso, a Michigan municipal corporation, utilizes a sophisticated network of computers to facilitate day-to-day operations; and

WHEREAS, the routers utilized as a part of said network will no longer be warranted after December 31, 2022 and require replacement; and

WHEREAS, the city sought and received quotes from Logicalis, Inc., its current IT service provider, for the purchase and installation of new routers; and

WHEREAS, the Code of Ordinances of the City of Owosso provides exception to competitive bidding requirements for joint purchases with another unit of government and for professional services; and

WHEREAS, city staff has found the quotations to be reasonable and appropriate.

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

- FIRST: it has been determined that it is advisable, necessary and in the public interest to waive competitive bidding requirements and authorize the Router Replacement Project, utilizing State of Michigan Contract No. 210000001333 for the purchase of equipment from Logicalis, Inc. and the professional services of Logicalis, Inc. for the installation of said equipment.
- SECOND: the mayor and city clerk are instructed and authorized to sign the documents between the City of Owosso and Logicalis, Inc. substantially in form attached:

Router Replacement, Quotation # 2022 143635v1
Professional Services for Router Replacement, Quotation # 2022 141865v2

THIRD: the accounts payable department is authorized to pay Logicalis, Inc. for equipment provided and work satisfactorily performed in an amount not to exceed \$42,309.30.

FOURTH: the above expenses shall be paid from Account No. 101-228-978.000 (Equipment).

Purchase Authorization – Police Vehicle. Waive competitive bidding requirements, authorize a purchase agreement with Signature Auto Group of Owosso for the purchase of a 2023 Ford Interceptor Police Utility in the amount of \$45,745.00 under the terms of State of Michigan Contract No. 071B7700180 / Macomb County Contract # 21-18, and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 136-2022

AUTHORIZING THE PURCHASE OF A POLICE UTILITY VEHICLE FROM SIGNATURE AUTO GROUP OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase one new police vehicle and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with the State of Michigan and Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

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

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

FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to purchase one 2023 Ford Interceptor Utility Police Vehicle from Signature Auto Group of Owosso, utilizing State of Michigan Contract No. 071B7700180 / Macomb County Contract # 21-18, for a cost to the City of \$45,745.00.

SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to sign documents necessary to complete the transaction.

THIRD: payment is authorized to Signature Auto Group in the amount of \$45,745.00 upon delivery of the police vehicle.

FOURTH: the above expenses shall be paid from the Police Division Capital Outlay fund 101-301-978.000.

Master Plan Implementation Goals: 3.2

Purchase Authorization – Police Admin Vehicle. Waive competitive bidding requirements, authorize a purchase agreement with Signature Auto Group of Owosso for the purchase of a 2022 Ford Explorer XLT in the amount of \$34,102.00 under the terms of State of Michigan Contract No. 071B7700180 / Macomb

County Contract # 21-18, and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 137-2022

**AUTHORIZING THE PURCHASE OF A POLICE ADMIN VEHICLE FROM
SIGNATURE AUTO GROUP OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase one new police vehicle for administrative purposes and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with the State of Michigan and Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

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

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to purchase one 2022 Ford Explorer 4x4 XLT from Signature Auto Group of Owosso, utilizing State of Michigan Contract No. 071B7700180 / Macomb County Contract # 21-18, for a cost to the City of \$34,102.00.
- SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to sign documents necessary to complete the transaction.
- THIRD: payment is authorized to Signature Auto Group in the amount of \$34,102.00 upon delivery of the police vehicle.
- FOURTH: the above expenses shall be paid from the Police Division Capital Outlay fund 101-301-978.000, with reimbursement made by a USDA grant in the amount of \$10,600.00.

Master Plan Implementation Goals: 3.2

Purchase Authorization – MMRMA Insurance. Consider authorization of general liability, property and auto insurance policies with the Michigan Municipal Risk Management Authority (MMRMA) for the coverage period from July 1, 2022 to July 1, 2023 to in the amount of \$273,345.00 and authorize payment of the total premium payment for the coverage period as follows:

RESOLUTION NO. 138-2022

**AUTHORIZING PAYMENT OF ANNUAL INSURANCE PREMIUM WITH
MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY (MMRMA)**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has been a member of Michigan Municipal Risk Management Authority since September 1, 1986; and

WHEREAS, Michigan Municipal Risk Management Authority has been created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments; and

WHEREAS, the City of Owosso will be provided general liability, auto and property insurance coverage for a period of July 1, 2022 to July 1, 2023 by MMRMA; and

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

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to remain a member of and seek annual liability, property and auto insurance coverage from Michigan Municipal Risk Management Authority.
- SECOND: The finance director is instructed and authorized to sign the document substantially in form attached as the coverage proposal and addendum between the City of Owosso and Michigan Municipal Risk Management Authority.
- THIRD: The accounts payable department is authorized to pay Michigan Municipal Risk Management Authority premium for annual coverage estimated at \$273,345.00.
- FOURTH: The above expense shall be paid from various funds as outlined in the approved FYE 6-30-2023 budget as identified under the account code 810.000 – Insurance & Bonds.

Warrant No. 621. (A corrected Warrant was distributed at the beginning of the meeting.) Authorize Warrant No. 621 as follows:

Date	Vendor	Description	Fund	Amount
08-01-2022	B S & A Software	Annual service and support fee for software	Multiple	\$25,952.00
09-01-2022	Caledonia Charter Township	4 th Quarter Water Sales Payment per Agreement	Water	\$38,110.41
09-01-2022	Owosso Charter Township	4 th Quarter Water Sales Payment per Agreement	Water	\$16,937.63

Check Register – August 2022. Affirm check disbursements totaling \$1,974,571.52 for August 2022.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSTAIN: Councilmember Pidek.

ITEMS OF BUSINESS

Lot Split Authorization – 815 & 823 Hammont Street

Master Plan Implementation Goals: 4.8

City Manager Henne noted that, should Council approve the lot split, the property owner intends to build a home on each of the resulting three lots.

Motion by Councilmember Pidek to authorize the division of two City lots under Michigan Subdivision Control Act for platted lots at 815 & 823 Hammont Street as follows:

Current Descriptions:

Address	Status	Parcel #1
815 Hammont Street	Before Split	050-602-030-015-00
Description: W 90' OF LOTS 5 & 6, BLK 3 M L STEWART & CO'S 2 ND ADD		

Address	Status	Parcel #2
823 Hammont Street	Before Split	050-602-030-016-00
Description: W 90' OF LOTS 7 & 8, BLK 3 ML STEWART & CO'S 2 ND ADD		

Descriptions After Split:

Address	Status	Parcel #1
815 Hammont Street	After Split	050-602-030-015-00
Description: W 90' OF LOTS 5 & N 1/3 OF W 90' OF LOT 6, BLK 3 M L STEWART & CO'S 2 ND ADD, L1 PLATS/P23, 0.182 AC +/-		

Address	Status	New Parcel
817 Hammont Street	After Split	050-602-030-016-00
Description: S 2/3 OF W 90' OF LOT 6 & N 2/3 OF W 90' OF LOT 7, BLK 3 M L STEWART & CO'S 2 ND ADD, L1 PLATS/P23, 0.182 AC +/-		

Address	Status	Parcel #2
823 Hammont Street	After Split	050-602-030-017-00
Description: W 90' OF LOT 8 & 1/3 OF W 90' OF LOT 7, BLK 3 M L STEWART & CO'S 2 ND ADD, L1 PLATS/P23, 0.182 AC +/-		

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Policy Amendment – Poverty Exemption Guidelines

City Manager Henne noted that Bulletin 3 of 2021 allows an applicant to own more land than just the minimum footprint for their home when determining poverty exemptions.

Motion by Councilmember Pidek to amend the Poverty Exemptions Guidelines to remove certain Asset Guideline verbiage to align with the Audit of Minimum Assessing Requirements (AMAR) as shown below:

Asset Guidelines

*Assets, (except the original homestead and minimum zoning required footprint, essential household goods and the first \$5,000 of the market value of a motor vehicle), **shall not exceed \$4,000 (four thousand dollars) for individual applicant and/or \$6,000 (six thousand dollars) per household** if more than one financial contributor.*

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

General Fund Loan to BRA #21 Fund

Master Plan Implementation Goals: 1.4

City Manager Henne explained the situation, saying that continuing issues outside of the City's control have caused significant delay and uncertainty with the 152 Howard Street Project. Changes in personnel and grant programs at the MEDC, the pandemic, and the dramatic increase in building costs have all played a part in delaying the project. The immediate difficulty lies in the fact that the MEDC has not paid the third party administrator they required the City to obtain for the work she has already performed. The lack of payment has not only stalled the 152 Howard Street Project, but it jeopardizes other grant applications the City has in the pipeline that will require this vendor's services. Staff is recommending the City pay the charges in an effort to get the Howard Street Project moving and prevent the future projects from being skuttled. It is further recommended that the charges currently due, and any others required to get the stalled project moving again, be paid using a \$10,000 loan from the General Fund, with said loan reimbursed by the Brownfield TIF once the project is completed.

Motion by Mayor Pro-Tem Osika to approve a ten-year, \$10,000, inter-fund, zero-interest loan from the General Fund to the Brownfield Fund for BRA District #21, 152 Howard Street Project, to allow the project to move forward until MEDC funding can be obtained as follows:

RESOLUTION NO. 139-2022

AUTHORIZE INTERDEPARTMENTAL LOAN BETWEEN THE GENERAL FUND AND BROWNFIELD REDEVELOPMENT AUTHORITY DISTRICT NO. 21 FOR THE 152 HOWARD STREET PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved the formation of a Brownfield Redevelopment Authority under Public Act 381 of 1996; and

WHEREAS, the Brownfield Redevelopment Authority allows a community the opportunity to create a local

brownfield financing resource, enhance local economic development capacities, and market difficult sites based on private incentives; and

WHEREAS, the City of Owosso Brownfield Redevelopment Authority created and adopted a brownfield redevelopment plan for the 152 Howard Street Project on October 9, 2019; and

WHEREAS, the Owosso City Council adopted said brownfield redevelopment plan for 152 Howard Street on November 4, 2019; and

WHEREAS, the brownfield redevelopment plan authorized a tax capture for a 27-year period, to begin after the completion of the project; and

WHEREAS, project costs have been incurred and need to be paid even though there has been no tax capture on this redevelopment project yet.

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

FIRST: it has heretofore been determined that it is advisable and necessary to authorize an interdepartmental loan between the General Fund (101) and Owosso Brownfield Redevelopment Authority Fund (280) for the 152 Howard Street Project.

SECOND: it has heretofore been determined that it is advisable, necessary, and in the public interest to loan Fund 280 \$10,000 over a 10 year period at no interest.

THIRD: it has heretofore been determined that it is advisable, necessary, and in the public interest to require payments on said loan as soon as tax capture occurs.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

***Real Property Purchase Agreement Extension – MOXIE Development, LLC**

Master Plan Implementation Goals: 5.11

City Manager Henne reported that MOXIE Development has asked for more time to complete an environmental study on the vacant land off Penbrook Drive. They have also expressed concern with the sky-rocketing costs of building right now. Mr. Henne said he could appreciate their concerns and recommended Council extend the due diligence period of the purchase agreement between MOXIE and the City by 180 days.

Motion by Mayor Pro-Tem Osika to approve the request to extend the due diligence period on the purchase agreement with Moxie Development, LLC for 10.85 acres of vacant land off Penbrook Drive for a period of 180 days as follows:

RESOLUTION NO. 140-2022

**APPROVING EXTENSION OF THE DUE DILIGENCE PERIOD
FOR THE PURCHASE AGREEMENT WITH MOXIE DEVELOPMENT, LLC**

FOR PARCEL #050-549-000-008-00

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a purchase agreement with Moxie Development, LLC for parcel # 050-549-000-008-00 in the amount of \$50,000 on March 7, 2022 for a future apartment development project; and

WHEREAS, Moxie Development, LLC desires to extend the due-diligence period by 180 days because of current housing market and supply volatility; 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 extend the due diligence period by 180 days for the purchase agreement dated March 7, 2022 for Parcel # 050-549-000-008-00.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Brad A. Barrett, Finance Director. Financial Report – July 2022.
Downtown Historic District Commission. Minutes of August 17, 2022.
Planning Commission. Minutes of August 22, 2022.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, chastised Council for allowing an outside group to dictate where the kayak launch would be located in order to receive grant funding. He went on to express his continued concern about the design details of the kayak launch. Mayor Eveleth explained that virtually every grant the City receives has requirements and conditions.

Eddie Urban, 601 Glenwood Avenue, spoke about the state of policing these days. He wished that people would stop and count to 10 before they acted in anger and that they would talk to each other more and be more tolerant of one another.

Making reference to the new City Paws program with the Shiawassee Humane Society, Councilmember Fear inquired whether a dog could come to City Council meetings. City Manager Henne indicated that no dogs will be attending the Council meetings, but various shelter dogs would be visiting City Hall on Friday in the coming weeks.

Councilmember Fear also noted that she had really enjoyed viewing the “back to school” pictures of the school resource officers.

NEXT MEETING

Monday, September 19, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – term expires June 30, 2025
Building Board of Appeals – Alternate - term expires June 30, 2025
Building Board of Appeals – Alternate - term expires June 30, 2024
Owosso Historical Commission – term expires December 31, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:40 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

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



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

MEMORANDUM

DATE: August 29, 2022

TO: OWOSSO CITY COUNCIL

FROM: Nathan Henne, City Manager

RE: FIRST READING: 219 North Water Street - PILOT Ordinance –
And Schedule Public Hearing for September 19, 2022

Venture, Inc. has successfully negotiated a purchase agreement with Owosso Schools to acquire the old Middle School property. They are proposing to reuse the existing Middle School for 50 Low Income Housing Tax Credit (LIHTC) residential units within the building along with common areas and business opportunity areas. All residential units will be subject to LIHTC rent control.

This agenda item will set the public hearing to receive comment on the required Payment in Lieu of Taxes (PILOT) ordinance for the Middle School redevelopment project for September 19, 2022 at 7:30 P.M.

Zoning

The property is zoned RM-2 (Residential Multi-Family Hi Rise). This zoning allows for the use proposed by the redevelopment as it accommodates a mixed residential/business plan. No rezoning is required. Furthermore, since the footprint of the building will not change with the redevelopment, no site plan is necessary. However, building permits will be required.

Payment in Lieu of Taxes (PILOT)

Concerning the PILOT, this is a standard request with housing projects that meet a public need for some sort of affordable and/or senior housing component. The project needs approval by the Michigan State Housing Development Authority for low income housing tax

credits. These credits are the financial assistance that enable the provision of affordable rents. In order to qualify for such credits the city needs to consider a PILOT for this project.

This means that the owner will pay the city a sum that is calculated based upon the project rents, less utilities, instead of paying real property taxes. The difference in this amount as compared to projected taxes is not known at this time, but my estimation is that the PILOT will be about 1/4 of a normal tax payment, totaling ≈\$15,069 per year, with the city portion being \$5,218 per year. The remainder of the estimated \$15,069 would be distributed to taxing entities in the same manner as a tax payment.

The PILOT proposed is reasonable. It will last only as long as the credits and affiliated rent controls are in place, and it will amount to 4% of the total of all shelter rents less provided utilities. The attached Estimated PILOT Calculation gives you an idea of the average tax assessment on a property with an SEV of \$50,000 and gives an example of a possible PILOT on the Middle School with a max schedule of 45 years.

I recommend setting the public hearing for this PILOT ordinance for the Middle School development project for September 19, 2022 at 7:30 P.M.

ATTACHED:

1. PILOT Ordinance
2. Estimated PILOT Calculation

ORDINANCE NO.

**REPEALING DIVISION 2, *WATER STREET EXCHANGE*,
OF CHAPTER 32, TAXATION, OF THE CODE OF ORDINANCES
AND ITS REPLACEMENT WITH DIVISION 2, *VENTURE RIVERVIEW FLATS*,
TO ESTABLISH A PILOT AGREEMENT
FOR THE VENTURE RIVERVIEW FLATS**

WHEREAS, the Owosso Public Schools previously secured a buyer for the former middle school building, located at 219 N. Water Street, parcel number 050-470-038-002-00; and

WHEREAS, the buyer wished to repurpose the building for low-income housing units and sought low-income housing tax credits, necessitating the passage of a PILOT Ordinance; and

WHEREAS, due to unforeseen economic factors the buyer withdrew from the purchase, requiring the repeal of said ordinance; and

WHEREAS, the Owosso Public Schools has recently agreed to sell the former middle school building to Venture, Inc., a Michigan domestic nonprofit corporation, located in Pontiac, Michigan; and

WHEREAS, Venture, Inc., plans to convert the building into a mixed-use development with residential spaces catering to people with low incomes funded in part by low-income housing tax credits; and

WHEREAS, the City of Owosso agrees to forego property tax payments on the property to assist in the financial feasibility of the project; and

WHEREAS, the City of Owosso is authorized to establish a service charge in lieu of property taxes for such developments; and

WHEREAS, said service charges are instituted by the adoption of an ordinance; and

WHEREAS, the City Council held a public hearing on September 19, 2022, and there being no one to be heard, they deliberated on the proposed amendment and resolved as follows.

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

SECTION 1. REPEAL. That Division 2, *Water Street Exchange*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be repealed in its entirety.

SECTION 2. REPLACE. That a new Division 2, Venture Riverview Flats LDHA LP, of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be adopted as follows:

DIVISION 2. – VENTURE RIVERVIEW FLATS, LDHA LP

Sec. 32-50. - Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401 et seq.). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act.

It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by

providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this article for tax exemption and the service charge in lieu of taxes during the periods contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such ordinance and service charge.

The City further acknowledges that Venture, Inc., a domestic nonprofit corporation (a sponsor), has offered, subject to receipt of a mortgage loan from the authority, to erect and/or reuse an existing structure, own and operate a housing development identified as Venture Riverview Flats on certain property located at 219 N. Water Street (see legal description below) in the City to serve persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

The City further acknowledges that Venture, Inc., a Michigan domestic nonprofit corporation, has offered, subject to receipt of low-income housing tax credits from the authority, to erect, own and operate a housing development to the required standards of SHPO, identified as the Venture Riverview Flats on certain property located at 219 N. Water Street in the City, hereinafter referred to as the "Site" and further described as:

COM 70' S OF NE CORNER BLK 38 TH W 143.8' TH S 62' TH W 334.7' TH S TO SHIA RIVER TH SE'LY TO PT 6" N OF THE PT WHERE N LN OF EXCHANGE ST IF EXT'D W'LY WOULD INTERSECT E BANK OF SD RIVER TH ON A LN PAR'L WITH N LN OF EXCHANGE ST SO EXT'D TO A PT 126' W OF W LN OF WATER ST TH N 2' TH ELY ON A LN PAR'L WITH THE N LN OF EXCHANGE ST SO EXT'D 38' TH S 2'6" TO N LN EXCHANGE ST SO EXT'D TH E ON LINE OF EXCHANGE ST SO EXT'D 88' TO THE W LN OF WATER ST TH N TO BEG BLK 38 ORIGINAL PLAT;
Parcel Number: 050-470-038-002-00

to serve persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

Sec. 32-51. - Definitions.

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

Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

Annual shelter rents means the total collections during an agreed annual period from all occupants of a housing development representing rents or occupancy charges exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.

Authority means the Michigan State Housing Development Authority.

Contract rents are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended.

Housing development means a development which contains a significant element of housing for elderly persons of low income or persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.

HUD means the Department of Housing and Urban Development of the United States Government.

Mortgage loan means a loan to be made by the authority or Farmers Home Administration or the Department of Housing and Urban Development to a sponsor for the construction and permanent financing of a housing development or a mortgage loan insured by HUD or a federally aided mortgage as otherwise defined by the Act.

Persons of low income means persons and families eligible to move into a housing development; families and persons who cannot afford to pay the amounts at which private enterprise, without federally-aided mortgages or loans from the authority, is providing a substantial supply of decent, safe, and sanitary housing and who fall within income limitations set in this act or by the authority in its rules. Among low income or moderate income persons, preference shall be given to the elderly and those displaced by urban renewal, slum clearance, or other governmental action.

Sponsor means persons or entities which have applied to either the authority for a mortgage loan to finance a housing development or to another governmental entity or is a federally-aided mortgage, as otherwise defined by the Act.

State Historic Preservation Office means The Michigan State Historic Preservation Office (SHPO) helps property owners, developers, and local and state agencies recognize and seize opportunities to maintain and rehabilitate structures that define communities and define Michigan. The SHPO encourages the rehabilitation of historic buildings so they can continue to enrich communities where people want to live and visit. Through the protection of historic and archaeological sites and other cultural resources, preservation provides a record of Michigan's history and creates a link between Michigan's residents: past, present and future.

Utilities means fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

Sec. 32-52. - Class of housing developments.

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be multiple dwellings for persons of low income which are financed or assisted by the authority, or which have a federally aided mortgage, as defined in the Act. It is determined that Water Street Exchange is of this class.

Sec. 32-53. - Establishment of annual service charge for Venture Riverview Flats.

The housing development identified as Venture Riverview Flats and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction. The City, acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established herein, and in consideration of the sponsor's offer, subject to receipt of a mortgage loan from the authority, to construct, own and operate the housing development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charges shall be equal to four (4) percent of the difference between contract rents actually collected and utilities.

Sec. 32-54. - Payment of service charge.

The service charge in lieu of taxes as determined under this article shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before March 31 of each year.

Sec. 32-55. - Duration.

The tax exempt status of a housing development approved for such status by the City council shall remain in effect and shall not terminate so long as the mortgage loan for such housing

development remains outstanding and unpaid, as long as the property is subject to restrictive rents in compliance with the low income housing tax credit program administered by MSHDA, or for such period as the authority or other governmental entity has any interest in the property; provided, the construction of such housing development commences within two (2) years from the effective date the City council approves the housing development for tax exempt status as provided in this article.

Sec. 32.56. - Contractual effect.

Notwithstanding the provisions of section 15a(5) of the Act (MCL 125.1415a(5)), to the contrary, a contract between the City and the sponsor with the authority as third part beneficiary thereunder, to provide tax exemption and accept payments in lieu thereof as previously described is effected by enactment of this article.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective October 10, 2022.

SECTION 4. 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.

Riverview Flats - former Owosso Middle School
Venture Riverview LDHA LP
50 Multifamily Units

Sample Tax Summary in Owosso
\$50,000 Taxable Value (SEV)

		All Taxes	City Portion
		50	
City Operating	13.9172	695.86	695.86
City Debt	3.2000	160.00	160.00
SATA	0.3310	16.55	-
State Education	6.0000	300.00	-
County Operating	5.5105	275.53	-
Historic/Parks	-	-	-
Admin Fee		14.48	14.48
Seniors	0.4960	24.80	24.80
Med Care	2.0000	100.00	100.00
Veterans PA 214	0.1000	5.00	5.00
Veterans Voted	0.1989	9.95	9.95
MSU Extension	0.0752	3.76	-
INTMD Sch	4.4393	221.97	-
School Oper	18.0000	900.00	-
School Sinking	1.9922	99.61	
Library	1.2263	61.32	61.32
School Debt	4.7300	236.50	-
Admin Fee	-	16.63	16.63
Total Estimate	<u>62.2166</u>	<u>3,141.94</u>	<u>1,088.03</u>
		City Portion -	34.6%

PILOT Calculation

		Calculation	Non-City	City Portion
Total Gross Rents		445,416		
Less Vacancy	7%	(31,179)		
Less Landlord Paid Utilities		(12,500)		
Less Water & Sewer		<u>(25,000)</u>		
Net Collected Rents		376,737		
PILOT Percentage		<u>4%</u>		
PILOT Payment		<u>15,069</u>	<u>9,851</u>	<u>5,218</u>

Riverview Flats - former Owosso Middle School
Venture Riverview LDHA LP
50 Multifamily Units

PILOT Projections

		Projected Rent Increase %	Total PILOT Amount	Non-City Portion	City Portion	Total Payments To Owosso
PILOT Approved						
2022						
2023-2024						
				Development Time		
				Construction and Lease up Time		
PILOT Starts						
Year 1	12/31/2025	n/a	15,069	9,851	5,218	5,218
Year 2	12/31/2026	1.00%	15,220	9,950	5,271	10,489
Year 3	12/31/2027	1.00%	15,372	10,049	5,323	15,812
Year 4	12/30/2028	1.00%	15,526	10,150	5,377	21,189
Year 5	12/31/2029	1.00%	15,681	10,251	5,430	26,619
Year 6	12/31/2030	1.00%	15,838	10,354	5,485	32,104
Year 7	12/31/2031	2.00%	16,155	10,561	5,594	37,698
Year 8	12/30/2032	2.00%	16,478	10,772	5,706	43,404
Year 9	12/31/2033	2.00%	16,808	10,987	5,820	49,225
Year 10	12/31/2034	2.00%	17,144	11,207	5,937	55,162
Year 11	12/31/2035	2.00%	17,487	11,431	6,055	61,217
Year 12	12/30/2036	2.00%	17,836	11,660	6,177	67,394
Year 13	12/31/2037	2.00%	18,193	11,893	6,300	73,694
Year 14	12/31/2038	2.00%	18,557	12,131	6,426	80,120
Year 15	12/31/2039	2.00%	18,928	12,373	6,555	86,674
Year 16	12/30/2040	2.00%	19,307	12,621	6,686	93,360
Year 17	12/31/2041	2.00%	19,693	12,873	6,819	100,180
Year 18	12/31/2042	2.00%	20,087	13,131	6,956	107,136
Year 19	12/31/2043	2.00%	20,488	13,393	7,095	114,230
Year 20	12/30/2044	2.00%	20,898	13,661	7,237	121,467
Year 21	12/31/2045	2.00%	21,316	13,934	7,382	128,849
Year 22	12/31/2046	2.00%	21,742	14,213	7,529	136,378
Year 23	12/31/2047	2.00%	22,177	14,497	7,680	144,058
Year 24	12/30/2048	2.00%	22,621	14,787	7,833	151,891
Year 25	12/31/2049	2.00%	23,073	15,083	7,990	159,881
Year 26	12/31/2050	2.00%	23,535	15,385	8,150	168,031
Year 27	12/31/2051	2.00%	24,005	15,693	8,313	176,344
Year 28	12/30/2052	2.00%	24,485	16,006	8,479	184,823
Year 29	12/31/2053	2.00%	24,975	16,326	8,649	193,472
Year 30	12/31/2054	2.00%	25,475	16,653	8,822	202,294
Year 31	12/31/2055	2.00%	25,984	16,986	8,998	211,292
Year 32	12/30/2056	2.00%	26,504	17,326	9,178	220,470
Year 33	12/31/2057	2.00%	27,034	17,672	9,362	229,832
Year 34	12/31/2058	2.00%	27,575	18,026	9,549	239,380
Year 35	12/31/2059	2.00%	28,126	18,386	9,740	249,120
Year 36	12/30/2060	2.00%	28,689	18,754	9,935	259,055
Year 37	12/31/2061	2.00%	29,262	19,129	10,133	269,188
Year 38	12/31/2062	2.00%	29,848	19,512	10,336	279,524
Year 39	12/31/2063	2.00%	30,445	19,902	10,543	290,067
Year 40	12/30/2064	2.00%	31,054	20,300	10,754	300,821
Year 41	12/31/2065	2.00%	31,675	20,706	10,969	311,789
Year 42	12/31/2066	2.00%	32,308	21,120	11,188	322,977
Year 43	12/31/2067	2.00%	32,954	21,542	11,412	334,389
Year 44	12/30/2068	2.00%	33,613	21,973	11,640	346,029
Year 45	12/31/2069	2.00%	34,286	22,413	11,873	357,902



MEMORANDUM

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

DATE: September 19, 2022

TO: City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Public Hearing - Special Assessment District No. 2023-101 – Hazards & Nuisances for 300 W Main Street

RECOMMENDATION:

Authorize Special Assessment Resolution No. 2 establishing a special assessment for the property at 300 W Main Street to recoup the costs incurred in the replacement of unsafe sidewalk on the property.

BACKGROUND:

On September 17, 2021, City Manager Henne notified the owners of 300 W Main that the sidewalk along the Shiawassee River was unsafe for use and must be repaired as authorized by Sec. 29-192 of the Code of Ordinances. The owners of 300 W Main failed to repair the sidewalk. The city executed a change order to the 2021 Sidewalk Program to add this sidewalk replacement to the construction contract. Total charges, including removing and replacing sidewalk and placing riprap, came to \$14,557.76.

In accordance with Sec. 29-192 of the Code of Ordinances, the cost of repairs shall be charged against the property owner and shall be collected as a hazard assessment. Charges for the abatement of Hazards & Nuisances are placed as a lien on the property through the special assessment process. City Council approved the first resolution in the process at the September 6, 2022 meeting. Notice of the hearing has been mailed to the property owner. Notices were also published in The Argus Press and posted to the City's website.

Resolution No. 2 will be considered tonight 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:

Staff is suggesting the assessment be spread out over a 1-year period.

RESOLUTION NO.

**AUTHORIZING THE ROLL FOR
SPECIAL ASSESSMENT DISTRICT NO. 2023-101 - HAZARDS & NUISANCES
FOR 300 W. MAIN STREET**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the Special Assessment Roll for Hazards and Nuisances District No. 2023-101 prepared for the purpose of defraying the unpaid costs incurred in replacement of sidewalk on the following described property:

PARCEL#	SERVICE ADDRESS	TYPE	AMOUNT
050-470-024-001-00	300 W. Main Street	Replacement of Sidewalk	\$ 14,557.76

and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said Special Assessment Roll-Hazards and Nuisances the Council deems said Special Assessment Roll-Hazards and Nuisances to be fair, just and equitable and that the assessment contained thereon results in the special assessment being in accordance with the unpaid costs incurred in replacement of sidewalk on said property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said Special Assessment Roll-Hazards and Nuisances as prepared by the City Assessor in the amount of \$14,557.76 is hereby confirmed and shall be known as Special Assessment Roll-Hazards and Nuisances District No. 2023-101.
2. Pursuant to MCL 211.78k(c) said special assessment roll shall consist of one (1) installment, which shall be due and payable on September 1, 2023. Payment of the amount of the special assessment may be made in by November 1, 2023, or the special assessment amount will be included on the 2023 Winter Tax bill.
3. Said Special Assessment Roll-Hazards and Nuisances District No. 2023-101 shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.



MEMORANDUM

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

DATE: September 19, 2022

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Applications for 2023 Local Grade Crossing Surface Program

RECOMMENDATION:

Approval of applications to MDOT for proposed reconstruction of the Huron & Eastern Railroad crossings on S. Chestnut Street, S. Chipman Street, and Woodlawn Avenue.

BACKGROUND:

The Michigan Department of Transportation has announced a call for projects for its FY2023 Local Grade Crossing Surface Program. The program is available to local road agencies such as Owosso for proposed railroad crossing improvement projects. The local road agency is required to work with the railroad to complete the application. MDOT then evaluates, ranks, and selects appropriate projects from the applications it receives. City staff proposes to enter three applications, specifically to reconstruct the Huron & Eastern railroad crossings on S. Chestnut Street, S. Chipman Street, and Woodlawn Avenue. Scope of work is to reconstruct the railroad crossing surfaces between the rails and 1' beyond the tie structure. All work will be performed by the railroad.

FISCAL IMPACTS:

There is no cost for local road agencies other than the staff time necessary to complete the applications. If selected, projects are covered by 60% state funding with a 40% railroad match. Approval of the attached resolutions will indicate Council's support for the projects and the duties required of the City.

Attachments: (1) Resolution – S Chestnut Street
(2) Application – S Chestnut Street
(3) Resolution – S Chipman Street
(4) Application – S Chipman Street
(5) Resolution – Woodlawn Avenue
(6) Resolution – Woodlawn Avenue
(7) Location Map

RESOLUTION NO.

**AUTHORIZING APPLICATION TO
THE FY2023 LOCAL GRADE CROSSING SURFACE PROGRAM FOR
HURON & EASTERN RAILROAD CROSSING ON S. CHESTNUT STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Engineering Department recommends the reconstruction of the Huron & Eastern railroad crossing on S. Chestnut Street; and

WHEREAS, the Michigan Department of Transportation offers its portion of state funds for this work via the Local Grade Crossing Surface Program; and

WHEREAS, the City of Owosso proposes an application to the Program for the 2023 fiscal year to secure a Local Grade Crossing Surface Program project for said crossing; which shall be paid for 60 percent (60%) by a MDOT grant and forty percent (40%) by Huron & Eastern Railroad, as outlined in the application.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to proceed with the proposed railroad crossing improvements.
- SECOND: application for a Local Grade Crossing Surface Program award to reconstruct the Huron & Eastern railroad crossing on S. Chestnut Street is authorized and the City is willing to participate in this program.
- THIRD: the proper city staff members are authorized to sign the application documents.

FUNDING APPLICATION FOR LOCAL AGENCY HIGHWAY-RAILROAD GRADE CROSSING SURFACE IMPROVEMENT PROJECTS

Page 1

Please Complete Sections A & B, Sign and Return.

(See page 3 for detailed instructions on completing/returning this form.)

GRADE CROSSING LOCATION Chestnut Street	NI NUMBER 284660V
ROAD AUTHORITY City of Owosso	

SECTION A: RAILROAD WORK

Work in Section A will be performed in accordance with a contract between the Michigan Department of Transportation (MDOT) and the railroad company. MDOT will issue an authorization to the railroad company.

Railroad				
Huron and Eastern Railway (HESR)				
General Description of Work - attach detailed estimate from railroad, with proof of railroad participation				
Rebuild the existing crossing with rubber panel.				
Estimated Costs	% State Funds	% Other Funds	Source:	Commitment Attached:
\$81,765	60%	40%	Railroad	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

SECTION B: ADT DATA & COORDINATED IMPROVEMENT PROJECT INFO

Current vehicle traffic counts for subject crossing and details of approach work (if any) scheduled by road agency.

Required Documents - attach current ADT for roadway; any available info for adjacent roadway work				
ADT = 2009, 8.2% Commercial, 2022.				
No adjacent roadway work is anticipated at this time. City of Owosso has approved the attached traffic control plan.				
Estimated Costs	% Federal/State Funds	% Other Funds	Source:	Traffic Control Plan Reviewed/Approved
\$0	0	0	N/A	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

The undersigned, as representatives of their respective agency's interests, concur with this application and agree to comply with the general conditions of the reverse side.

ROAD AUTHORITY:

Clayton Wehner	Clayton Wehner <small>Digitally signed by Clayton Wehner Date: 2022.09.15 11:54:47 -04'00'</small>	clayton.wehner@ci.owosso.mi.us	09/15/22
NAME (PRINTED)	SIGNATURE	E-MAIL	DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION:

NAME (PRINTED)	SIGNATURE	DATE
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GENERAL CONDITIONS

The Michigan Department of Transportation (MDOT) will consider this application for funding a local highway-railroad grade crossing safety improvement project which includes, but is not limited to, any of the following: installing new highway-railroad grade crossing warning devices, modifying/upgrading existing warning devices, relocating warning devices, grade crossing surface and roadway approach work.

If approved, subject to availability, the project will be funded by the State Railroad Grade Crossing Account; funds provided by the U.S. Department of Transportation, Federal Highway Administration (FHWA); and/or other related sources.

Project approval, funding and performance are governed by 23 USC, Title 23 CFR; other applicable federal laws and executive orders; Act 51, MCL 247.651 et seq; the Railroad Code, MCL 462.101 et seq; the applicable railroad contract; the applicable local agency contract; and the following conditions:

1. MDOT will oversee the project with assistance from the Road Authority (the local agency with jurisdiction over the roadway). If the Road Authority uses a consultant for construction engineering services, it shall provide a full-time Road Authority employee to be in charge of the project as required by 23 CFR 635.105.
2. The Road Authority will
 - A. Coordinate with the railroad as necessary to ensure appropriate traffic controls and protection during project operations according to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
 - B. Comply with the MMUTCD and the Railroad Code to ensure that advance warning signs and pavement markings are properly placed and maintained.
 - C. Comply with provisions for the protection of underground facilities as found in MCL 460. 701 et seq.
 - D. Maintain those portions of the project under its jurisdiction in compliance with the Railroad Code; Governmental Tort Liability Act, MCL 691.1402 et seq; the Motor Vehicle Code, MCL 257.668; and the requirements of the FHWA. MDOT does not assume jurisdiction of the roadway or liability for the railroad's work or facility in the road right of way.
 - E. Promptly provide comprehensive assistance in defending and resolving any claims brought against MDOT as a result of the project. Costs incurred by MDOT in defending or resolving such claims are project costs.
 - F. Hold harmless the State of Michigan; the State Transportation Commission; MDOT; their officers, agents and employees; and any governmental agency and its officers, agents and employees acting on behalf of MDOT, to the extent authorized by law.

MDOT does not warrant to or assume liability for other persons through any involvement with the project, including reviewing, inspecting, accepting or rejecting project work.

- G. Share applicable maintenance costs with the railroad as provided in MCL 462.315.

RESOLUTION NO.

**AUTHORIZING APPLICATION TO
THE FY2023 LOCAL GRADE CROSSING SURFACE PROGRAM FOR
HURON & EASTERN RAILROAD CROSSING ON S. CHIPMAN STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Engineering Department recommends the reconstruction of the Huron & Eastern railroad crossing on S. Chipman Street; and

WHEREAS, the Michigan Department of Transportation offers its portion of state funds for this work via the Local Grade Crossing Surface Program; and

WHEREAS, the City of Owosso proposes an application to the Program for the 2023 fiscal year to secure a Local Grade Crossing Surface Program project for said crossing; which shall be paid for 60 percent (60%) by a MDOT Grant and forty percent (40%) by Huron & Eastern Railroad, as outlined in its application.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to proceed with the proposed railroad crossing improvements.
- SECOND: application for a Local Grade Crossing Surface Program award to reconstruct the Huron & Eastern railroad crossing on S. Chipman Street is authorized and the City is willing to participate in this program.
- THIRD: the proper city staff members are authorized to sign the application documents.

FUNDING APPLICATION FOR LOCAL AGENCY HIGHWAY-RAILROAD GRADE CROSSING SURFACE IMPROVEMENT PROJECTS

Page 1

Please Complete Sections A & B, Sign and Return.

(See page 3 for detailed instructions on completing/returning this form.)

GRADE CROSSING LOCATION S Chipman Street	NI NUMBER 284659B
ROAD AUTHORITY City of Owosso	

SECTION A: RAILROAD WORK

Work in Section A will be performed in accordance with a contract between the Michigan Department of Transportation (MDOT) and the railroad company. MDOT will issue an authorization to the railroad company.

Railroad				
Huron and Eastern Railway (HESR)				
General Description of Work - attach detailed estimate from railroad, with proof of railroad participation				
Rebuild the existing crossing with rubber panel.				
Estimated Costs	% State Funds	% Other Funds	Source:	Commitment Attached:
\$112,381	60%	40%	Railroad	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

SECTION B: ADT DATA & COORDINATED IMPROVEMENT PROJECT INFO

Current vehicle traffic counts for subject crossing and details of approach work (if any) scheduled by road agency.

Required Documents - attach current ADT for roadway; any available info for adjacent roadway work				
ADT = 3435, 3.9% Commercial, 2022.				
No adjacent roadway work is anticipated at this time. City of Owosso has approved the attached traffic control plan.				
Estimated Costs	% Federal/State Funds	% Other Funds	Source:	Traffic Control Plan Reviewed/Approved
\$0	0	0	N/A	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

The undersigned, as representatives of their respective agency's interests, concur with this application and agree to comply with the general conditions of the reverse side.

ROAD AUTHORITY:

Clayton Wehner	Clayton Wehner <small>Digitally signed by Clayton Wehner Date: 2022.09.15 11:56:29 -04'00'</small>	clayton.wehner@ci.owosso.mi.us	09/15/22
NAME (PRINTED)	SIGNATURE	E-MAIL	DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION:

NAME (PRINTED)	SIGNATURE	DATE
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GENERAL CONDITIONS

The Michigan Department of Transportation (MDOT) will consider this application for funding a local highway-railroad grade crossing safety improvement project which includes, but is not limited to, any of the following: installing new highway-railroad grade crossing warning devices, modifying/upgrading existing warning devices, relocating warning devices, grade crossing surface and roadway approach work.

If approved, subject to availability, the project will be funded by the State Railroad Grade Crossing Account; funds provided by the U.S. Department of Transportation, Federal Highway Administration (FHWA); and/or other related sources.

Project approval, funding and performance are governed by 23 USC, Title 23 CFR; other applicable federal laws and executive orders; Act 51, MCL 247.651 et seq; the Railroad Code, MCL 462.101 et seq; the applicable railroad contract; the applicable local agency contract; and the following conditions:

1. MDOT will oversee the project with assistance from the Road Authority (the local agency with jurisdiction over the roadway). If the Road Authority uses a consultant for construction engineering services, it shall provide a full-time Road Authority employee to be in charge of the project as required by 23 CFR 635.105.
2. The Road Authority will
 - A. Coordinate with the railroad as necessary to ensure appropriate traffic controls and protection during project operations according to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
 - B. Comply with the MMUTCD and the Railroad Code to ensure that advance warning signs and pavement markings are properly placed and maintained.
 - C. Comply with provisions for the protection of underground facilities as found in MCL 460. 701 et seq.
 - D. Maintain those portions of the project under its jurisdiction in compliance with the Railroad Code; Governmental Tort Liability Act, MCL 691.1402 et seq; the Motor Vehicle Code, MCL 257.668; and the requirements of the FHWA. MDOT does not assume jurisdiction of the roadway or liability for the railroad's work or facility in the road right of way.
 - E. Promptly provide comprehensive assistance in defending and resolving any claims brought against MDOT as a result of the project. Costs incurred by MDOT in defending or resolving such claims are project costs.
 - F. Hold harmless the State of Michigan; the State Transportation Commission; MDOT; their officers, agents and employees; and any governmental agency and its officers, agents and employees acting on behalf of MDOT, to the extent authorized by law.

MDOT does not warrant to or assume liability for other persons through any involvement with the project, including reviewing, inspecting, accepting or rejecting project work.

- G. Share applicable maintenance costs with the railroad as provided in MCL 462.315.

RESOLUTION NO.

**AUTHORIZING APPLICATION TO
THE FY2023 LOCAL GRADE CROSSING SURFACE PROGRAM FOR
HURON & EASTERN RAILROAD CROSSING ON WOODLAWN AVENUE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Engineering Department recommends the reconstruction of the Huron & Eastern railroad crossing on Woodlawn Avenue; and

WHEREAS, the Michigan Department of Transportation offers its portion of state funds for this work via the Local Grade Crossing Surface Program; and

WHEREAS, the City of Owosso proposes an application to the Program for the 2023 fiscal year to secure a Local Grade Crossing Surface Program project for said crossing; which shall be paid for 60 percent (60%) by a MDOT Grant and forty percent (40%) by Huron & Eastern Railroad as outlined in its application.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to proceed with the proposed railroad crossing improvements.
- SECOND: application for a Local Grade Crossing Surface Program award to reconstruct the Huron & Eastern railroad crossing on Woodlawn Avenue is authorized and the City is willing to participate in this program.
- THIRD: the proper city staff members are authorized to sign the application documents.

FUNDING APPLICATION FOR LOCAL AGENCY HIGHWAY-RAILROAD GRADE CROSSING SURFACE IMPROVEMENT PROJECTS

Page 1

Please Complete Sections A & B, Sign and Return.

(See page 3 for detailed instructions on completing/returning this form.)

GRADE CROSSING LOCATION Woodlawn Avenue	NI NUMBER 284652D
ROAD AUTHORITY City of Owosso	

SECTION A: RAILROAD WORK

Work in Section A will be performed in accordance with a contract between the Michigan Department of Transportation (MDOT) and the railroad company. MDOT will issue an authorization to the railroad company.

Railroad				
Huron and Eastern Railway (HESR)				
General Description of Work - attach detailed estimate from railroad, with proof of railroad participation				
Rebuild the existing crossing with rubber panel.				
Estimated Costs	% State Funds	% Other Funds	Source	Commitment Attached:
\$108,621	60%	40%	Railroad	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

SECTION B: ADT DATA & COORDINATED IMPROVEMENT PROJECT INFO

Current vehicle traffic counts for subject crossing and details of approach work (if any) scheduled by road agency.

Required Documents - attach current ADT for roadway; any available info for adjacent roadway work				
ADT = 898, 2.0% Commercial, 2022.				
No adjacent roadway work is anticipated at this time. City of Owosso has approved the attached traffic control plan.				
Estimated Costs	% Federal/State Funds	% Other Funds	Source	Traffic Control Plan Reviewed/Approved
\$0	0	0	N/A	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

The undersigned, as representatives of their respective agency's interests, concur with this application and agree to comply with the general conditions of the reverse side.

ROAD AUTHORITY:

Clayton Wehner	Clayton Wehner <small>Digitally signed by Clayton Wehner Date: 2022.09.15 11:58:00 -04'00'</small>	clayton.wehner@ci.owosso.mi.us	09/15/22
NAME (PRINTED)	SIGNATURE	E-MAIL	DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION:

NAME (PRINTED)	SIGNATURE	DATE
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GENERAL CONDITIONS

The Michigan Department of Transportation (MDOT) will consider this application for funding a local highway-railroad grade crossing safety improvement project which includes, but is not limited to, any of the following: installing new highway-railroad grade crossing warning devices, modifying/upgrading existing warning devices, relocating warning devices, grade crossing surface and roadway approach work.

If approved, subject to availability, the project will be funded by the State Railroad Grade Crossing Account; funds provided by the U.S. Department of Transportation, Federal Highway Administration (FHWA); and/or other related sources.

Project approval, funding and performance are governed by 23 USC, Title 23 CFR; other applicable federal laws and executive orders; Act 51, MCL 247.651 et seq; the Railroad Code, MCL 462.101 et seq; the applicable railroad contract; the applicable local agency contract; and the following conditions:

1. MDOT will oversee the project with assistance from the Road Authority (the local agency with jurisdiction over the roadway). If the Road Authority uses a consultant for construction engineering services, it shall provide a full-time Road Authority employee to be in charge of the project as required by 23 CFR 635.105.
2. The Road Authority will
 - A. Coordinate with the railroad as necessary to ensure appropriate traffic controls and protection during project operations according to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
 - B. Comply with the MMUTCD and the Railroad Code to ensure that advance warning signs and pavement markings are properly placed and maintained.
 - C. Comply with provisions for the protection of underground facilities as found in MCL 460. 701 et seq.
 - D. Maintain those portions of the project under its jurisdiction in compliance with the Railroad Code; Governmental Tort Liability Act, MCL 691.1402 et seq; the Motor Vehicle Code, MCL 257.668; and the requirements of the FHWA. MDOT does not assume jurisdiction of the roadway or liability for the railroad's work or facility in the road right of way.
 - E. Promptly provide comprehensive assistance in defending and resolving any claims brought against MDOT as a result of the project. Costs incurred by MDOT in defending or resolving such claims are project costs.
 - F. Hold harmless the State of Michigan; the State Transportation Commission; MDOT; their officers, agents and employees; and any governmental agency and its officers, agents and employees acting on behalf of MDOT, to the extent authorized by law.

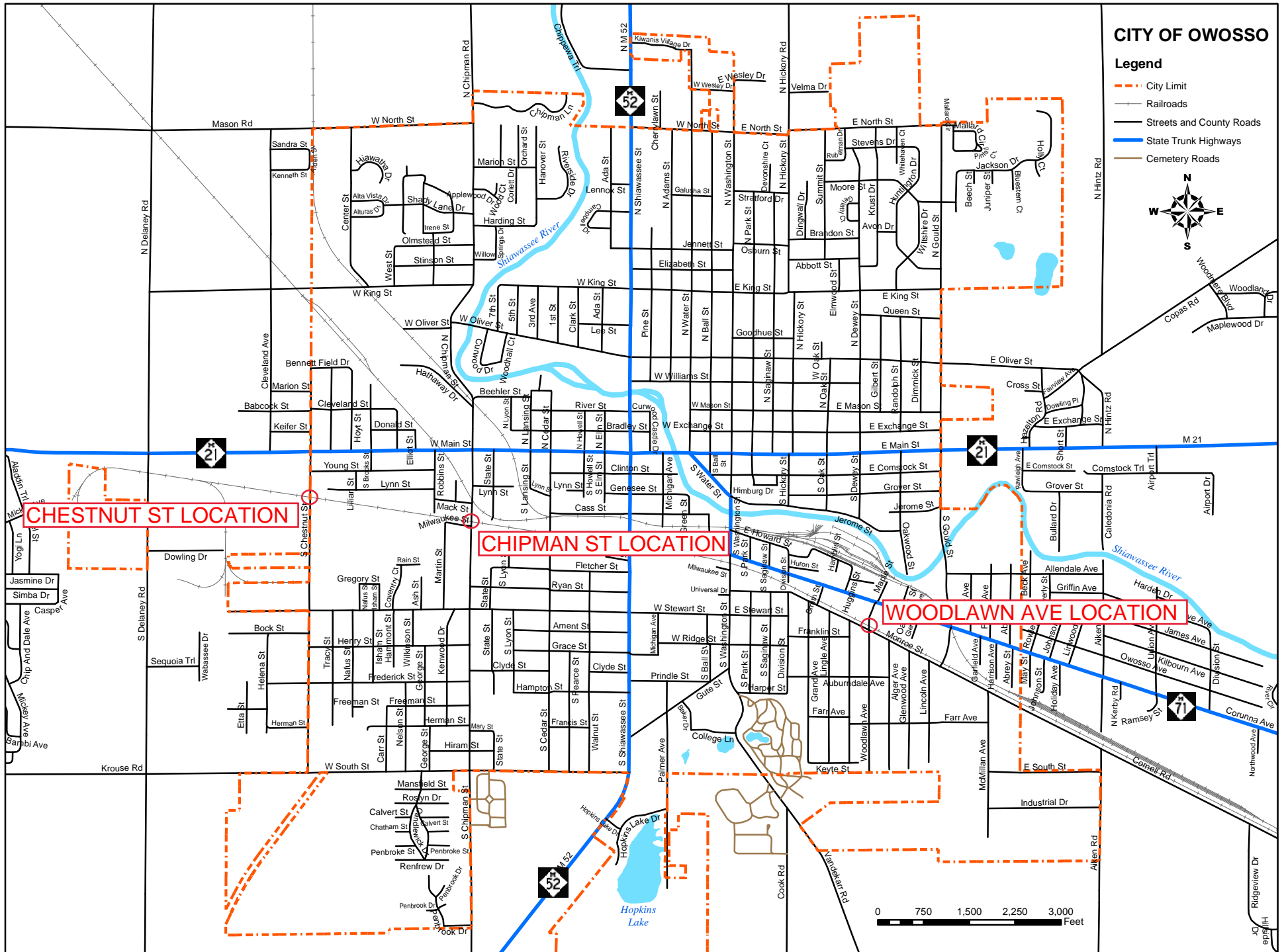
MDOT does not warrant to or assume liability for other persons through any involvement with the project, including reviewing, inspecting, accepting or rejecting project work.

- G. Share applicable maintenance costs with the railroad as provided in MCL 462.315.

CITY OF OWOSSO

Legend

- City Limit
- Railroads
- Streets and County Roads
- State Trunk Highways
- Cemetery Roads





OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: September 13, 2022

TO: City Council

FROM: Kevin Lenkart, Owosso Public Safety Chief

RE: Accepting a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant.

RECOMMENDATION:

Accept the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant in the amount of \$373,864.00.

BACKGROUND:

In 2021, the City of Owosso partnered with the Michigan State Police and Shiawassee Health and Wellness in applying for a COSSAP grant. The COSSAP grant includes three years of funding for the creation of a Naloxone distribution program, the development and deployment of a Quick Response Team (QRT) to help connect people experiencing overdose with appropriate resources, and the development and deployment of a Law Enforcement Assisted Diversion (LEAD) program that would connect selected individuals with specific treatment programs and potentially allow them to avoid the court system. The Naloxone distribution will be managed by the Owosso Police Department (OPD) while the QRT and LEAD will be managed by OPD along with partnerships with Shiawassee Health and Wellness.

FISCAL IMPACTS:

None.

RESOLUTION NO.

**ACCEPTING A COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM
(COSSAP) GRANT FROM THE U.S. DEPARTMENT OF JUSTICE
TO DEVELOP AND EXPAND OVERDOSE PREVENTION PROGRAMS**

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

WHEREAS, the COSSAP grant will help to develop and expand Opioid overdose prevention programs; and

WHEREAS, the city of Owosso was awarded a \$373,864.00 grant in September 2022 based on said application; and

WHEREAS, said grant will be administered by the Michigan State Police.

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

FIRST: the city of Owosso, Michigan, does hereby accept the terms of the U.S. Department of Justice COSSAP Grant Agreement for MSP Project Number: COSSAP-06, as administered by the Michigan State Police, for the development and expansion of overdose prevention programs.

SECOND: the city of Owosso does hereby specifically agree, but not by way of limitation, as follows:

- to appropriate all funds necessary to complete the project during the project timeline.
- to maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
- to implement the project and provide such funds, services and materials as may be necessary to satisfy the terms of the agreement.

THIRD: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, COSSAP Grant Agreement between the City of Owosso, Michigan and the Michigan State Police for MSP Project No. COSSAP-06.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

August 24, 2022

Kevin Lenkart, Chief
Owosso Public Safety
202 S. Water St.
Owosso, MI 48867

RE: Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program

Dear Chief Lenkart:

I am pleased to inform you that your organization has been selected to receive grant funding from the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) awarded to the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Bureau of Justice Assistance. With a primary focus of reducing opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims, your organization's efforts are valued and appreciated. The **award for your project, pending the finalization of the Grant Agreement (Contract), is \$373,864** to be used through September 30th, 2024 as a partner for the MSP's COSSAP project per the statement of work (Attachment 1).

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is September 30, 2022.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for expenditures prior to the return of your signed contract.

If you have any questions or concerns about your award, please contact me at 517-243-5275 or OpsommerM2@michigan.gov. We look forward to working with you.

Sincerely,

Mr. Matt Opsommer, Manager
Grants Management Section

Enclosure

COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM (COSSAP)

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

Owosso Public Safety

202 S. Water St.
Owosso, MI 48867
UEI: XBCTLZ75MPZ1

hereinafter referred to as the "Contractor"
for

MSP Project Number: COSSAP-06

I. Period of Agreement:

This Agreement shall commence on **9/01/2022** and continue through **9/30/2024**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$373,864.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$373,864.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.838.
- D. The CFDA Title is Comprehensive Opioid Stimulant and Substance Abuse Program (COSSAP).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 15PBJA-21-GG-04538-COAP.
- G. The federal program title is FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Program.

III. Grant Summary:

The MSP will provide subawards to multiple community agencies in seven counties (Genesee, Grand Traverse, Kent, Lake, Muskegon, Newaygo, and Shiawassee) across Michigan to develop and expand overdose prevention programs. These Counties are a mix of rural and urban that have experienced a high overdose burden but have limited access and resources to substance use treatment services compared to other counties in the state. Strategies included in the COSSAP application include new development and expansion of quick response teams, law enforcement embedded social workers, jail-based medicated-assisted treatment with recovery coaches, law enforcement assisted diversion, naloxone for first responders, and drug checking sites. The implementation of drug

checking sites will be the first program in Michigan to pilot these innovative services to people who use drugs. A multidisciplinary approach is needed to reduce the rate of overdoses and the racial/ethnic disparities in overdose mortality to help families and communities heal and recover. The MSP will partner with multiple local agencies to ensure these federal funds are used in the most effective and efficient manner, as well as ensure there is no duplication of funding.

IV. Statement of Work:

The Contractor agrees to undertake, perform, and complete the services described in Attachment 1, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment.

V. Project Timeline:

The Contractor agrees to undertake, perform, and complete the services within the timeline described in Attachment 2, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 3, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's FY 21 Comprehensive Opioid, Stimulant, and Substance Abuse Program # 15PBJA-21-GG-04538-COAP, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission and Program Status Report:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

a. FSR:

FSRs must be prepared and submitted to the Department no later than 30 days after the close of each reporting period. An example is found in Attachment 4 which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. PSR

PSRs must be prepared and submitted to the Department no later than 30 days after the close of each reporting period. An example is found in Attachment 7 which is part of this agreement through reference. Data and supporting documentation outlined in Attachment 1 should be included with PSR submissions.

c. Final FSR:

Final FSR is due 30 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. **Program Income:**

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in **total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

D. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (Attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

E. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

F. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including

subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

G. Subcontractor/Vendor Monitoring:

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor

can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

H. **Notification of Modifications:**

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

I. **Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

J. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

IX. **Department Responsibilities:**

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. **Department Contract Manager/Administrator of the Agreement:**

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 898-9496
Email: becker_n@michigan.gov

XI. **Agreement Suspension/Termination:**

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 60 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.

- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, K of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XIV. Liability:

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the start of the Period of Agreement (September 1, 2022).

- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJA-21-GG-04538-COAP are agreed to by the Contractor. A copy of award 15PBJA-21-GG-04538-COAP is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

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

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
- 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.

5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*
 - a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly but the Contractor shall

notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 6, with the Contractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

9. If the Contractor is a governmental entity:

- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
- b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**

It is imperative that the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.

2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.

5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior

written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Nancy Becker Bennett		

STATEMENT OF WORK

**Owosso Public Safety (Contractor)
Michigan State Police (Department)
Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP)**

For the implementation of community (1) naloxone distribution, (2) Quick Response Team (QRT), and (3) law enforcement assisted diversion (LEAD) in the City of Owosso, as well as the evaluation of COSSAP projects, the Contractor will collaborate with the Department by engaging in the following activities:

(1) Naloxone Distribution. The Contractor will train and equip all officers with naloxone for use in the routine activity of their positions. Each naloxone distribution box will contain two (2) naloxone kits (with naloxone medication), tear off instructional guides on how to respond to a suspected overdose, rescue breathing barrier devices, gloves, and alcohol pads. To increase naloxone access for populations that have a higher likelihood of experiencing an overdose or interacting with people using drugs, naloxone distribution boxes will also be placed in authorized locations within police stations, jails, correctional facilities, and probation offices.

(2) Quick Response Team (QRT). The Contractor will work with Shiawassee Health and Wellness to develop its QRT. City of Owosso QRT resources will subsequently be paired with the naloxone distribution boxes to increase connection to recovery services and additional supports for the individual experiencing overdose, bystanders, family members, and friends. Contractor QRT members will work collaboratively to ensure each box is updated with new naloxone kits and accompanying tools and resources. The Contractor will appoint officers to participate in QRT training and subsequently implement QRT in the City of Owosso.

(3) Law Enforcement Assisted Diversion (LEAD). The Contractor will work with Shiawassee County community mental health organizations, Shiawassee Health and Wellness, and the Shiawassee Prosecutor's Office to develop its LEAD program for the City of Owosso. The Contractor will appoint officers to participate in LEAD training and subsequently deploy the LEAD program to screen and enroll participants.

SCOPE OF WORK ITEMIZATION

YEAR 1

1. Award Shiawassee Health and Wellness subaward for City of Owosso (i) QRT and (ii) LEAD.
2. Develop Memorandums of Understanding (MOU) with (i) Shiawassee Health and Wellness and (ii) other Shiawassee community mental health partners to develop Contractor QRT.
3. Develop Memorandums of Understanding (MOU) with (i) Shiawassee Health and Wellness and (ii) Shiawassee County Prosecutor to develop Contractor LEAD.
4. Develop MOU with justice system partners where naloxone kits may be distributed.
5. Develop (i) instructions and (ii) treatment resource enclosure for naloxone kits.
6. Train law enforcement officers on signs of overdose and proper naloxone administration.
7. Package naloxone with harm reduction resources to create naloxone kits.
8. Distribute naloxone kits to law enforcement officers to dispense to individuals known to be at risk of overdose.
9. Coordinate with the Shiawassee Health and Wellness coordinator to develop protocols for the QRT program.

10. Coordinate with the Shiawassee Health and Wellness coordinator to develop protocols for the LEAD program.
11. Train enforcement officers on QRT protocols.
12. Train enforcement officers on LEAD protocols.
13. Deploy agency representative for QRT.
14. Enroll participants in LEAD.
15. Engage in subrecipient financial and performance subrecipient monitoring according to federal guidelines.
16. Coordinate data collection and data management with the University of Michigan COSSAP (UM COSSAP) evaluation team.
17. Submit Contractor and subrecipient SOPs, data collection, and data management protocols to UM COSSAP.
18. Participate in evaluation measures designed and conducted by the UM COSSAP team.
19. Provide program documentation in accordance with Bureau of Justice Assistance (BJA) grant requirements. Required documentation will include, but is not limited to, performance metrics outlined in **Table 1**.
20. Work with the Department, UM COSSAP evaluation team, and additional COSSAP grantees for training and technical assistance (TTA) purposes.

YEAR 2

1. Maintain procedures, training, and personnel outlined in YEAR 1.
2. Maintain MOUs for QRT established in YEAR 1.
3. Maintain MOUs for LEAD established in YEAR 1.
4. Maintain subrecipient relationship and monitoring.
5. Develop (i) instructions and (ii) treatment resource enclosure for naloxone kits.
6. Package naloxone with harm reduction resources to create naloxone kits.
7. Distribute naloxone kits to law enforcement officers to dispense to individuals known to be at risk of overdose.
8. Deploy agency representative for QRT.
9. Enroll participants in LEAD.
10. Coordinate data collection and data management with the University of Michigan COSSAP (UM COSSAP) evaluation team.
11. Submit Contractor and subrecipient SOPs, data collection, and data management protocols to UM COSSAP.
12. Participate in evaluation measures designed and conducted by the UM COSSAP team.
13. Provide program documentation in accordance with Bureau of Justice Assistance (BJA) grant requirements. Required documentation will include, but is not limited to, performance metrics outlined in **Table 1**.
14. Work with the Department, UM COSSAP evaluation team, and additional COSSAP grantees for training and technical assistance (TTA) purposes.

YEAR 3

1. Maintain procedures, training, and personnel outlined in YEAR 1.
2. Maintain MOUs for QRT established in YEAR 1.
3. Maintain MOUs for LEAD established in YEAR 1.
4. Maintain subrecipient relationship and monitoring.
5. Develop (i) instructions and (ii) treatment resource enclosure for naloxone kits.
6. Package naloxone with harm reduction resources to create naloxone kits.
7. Distribute naloxone kits to law enforcement officers to dispense to individuals known to be at risk of overdose.

8. Deploy agency representative for QRT.
9. Enroll participants in LEAD.
10. Coordinate data collection and data management with the University of Michigan COSSAP (UM COSSAP) evaluation team.
11. Submit Contractor and subrecipient SOPs, data collection, and data management protocols to UM COSSAP.
12. Participate in evaluation measures designed and conducted by the UM COSSAP team.
13. Provide program documentation in accordance with Bureau of Justice Assistance (BJA) grant requirements. Required documentation will include, but is not limited to, performance metrics outlined in **Table 1**.
14. Work with the Department, UM COSSAP evaluation team, and additional COSSAP grantees for training and technical assistance (TTA) purposes.

Table 1 Contractor Minimum Performance Reporting Metrics			
Basis	Naloxone Distribution	Quick Response Team (QRT)	Law Enforcement Assisted Diversion (LEAD)
Quarterly	Number of naloxone doses purchased	Percent of individual referred to QRTs	Percent of individuals referred to LEAD program
Quarterly	Number of naloxone doses administered by law enforcement	Percent of individuals engaged with QRTs	Percent of individuals engaged with LEAD program
Quarterly	Number of naloxone dose reversals	Enrollment completion rate	Percent of individuals completing treatment regimens
Quarterly	Number of naloxone kits distributed	Percent of individuals referred to social, medical, and/or substance use disorder recovery services	Percent of follow-ups completed
Quarterly	Naloxone training confidence, competence, and readiness	Number by type of social service referral	Percent of individuals referred to social, medical, and/or substance use disorder recovery services
Quarterly	Naloxone training qualitative feedback	--	Number by type of social service referral
Quarterly	--	--	Reduction in recidivism (e.g., arrests)
Table 1 outlines the Contractor's quarterly performance measures that will be submitted to the BJA as a component of grant reporting requirements.			

Time and Task Plan													Responsible Party
Comprehensive Opioid, Stimulant, and Substance Abuse Program	Quarters												
	Year 1				Year 2				Year 3				
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Task 1: Accept grant award, special conditions, and meet reporting requirements													
Review and sign grant award documents from MSP													Owosso PD, SHW
Meet with UM and develop evaluation plan for all programs													Owosso PD, SHW
Collect required grant data for progress reports and program evaluation throughout the grant period.													Owosso PD, SHW
Attend monthly/quarterly check-in calls with MSP													Owosso PD, SHW
Attend biannual training meetings hosted by MSP													Owosso PD, SHW
Task 2: Purchase naloxone for 1st responders													
Obtain naloxone doses from medical supplier													Owosso PD
Train enforcement officers on signs of overdose and proper naloxone administration													Owosso PD
Package naloxone with harm reduction and recovery support information to create leave behind kits													Owosso PD
Equip law enforcement officers with naloxone kits to administer and/or distribute.													Owosso PD
Task 3: Develop and implement Quick Response Team													
Establish Memorandum of Understanding with partner agencies													Owosso PD, SHW
Develop QRT protocols													Owosso PD, SHW
Train QRT members in agency and QRT protocols													Owosso PD, SHW
Identify QRT clients and initiate contact with QRT team													Owosso PD, SHW
Provide support, access to services, and naloxone to QRT clients as well as family members or other household members suffering with SUD													Owosso PD, SHW
Refine process based on feedback from UM evaluation team													Owosso PD, SHW
Task 4: Develop and implement Law Enforcement Assisted Diversion Program													
Create Memorandums of Understanding with partner agencies													Owosso PD, Owosso Prosecutor
Advertise coordinator position, interview, and hire LEAD/QRT Coordinator													Owosso PD, SHW
Develop LEAD protocols													Owosso PD, Owosso Prosecutor
Train local LEAD/QRT Coordinator													Owosso PD, SHW
Train local law enforcement on LEAD protocols													Owosso PD, SHW
Train prosecutor and staff on diversion protocols													Owosso PD, Owosso Prosecutor
Deploy individual on LEAD cases													Owosso PD, SHW
Refine process based on feedback from UM evaluation team													Owosso PD, SHW

Abbreviations

SHW = Shiawassee Health and Wellness

PROGRAM BUDGET

Owosso Public Safety (Contractor)
Michigan State Police (Department)
Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP)

Total Budget \$373,864

a) Personnel – \$32,401 for three (3) years.

Overtime is budgeted for fully sworn law enforcement officers to participate in the (i) Quick Response Team (QRT) and (ii) law enforcement assisted division (LEAD) training (**Table 1**). The overtime rate for law enforcement officers is \$45.69 and \$55.74 for senior enlisted members. A 2% raise is budgeted per year.

Table 1 | Overtime for Grant Funded Positions

POSITION DESCRIPTION	COMMENTS	YEAR 1	YEAR 2	YEAR 3
Law Enforcement Officer	200 hours @ \$45.69 per hour	\$9,138	\$9,321	\$9,507
Law Enforcement Officer (Senior)	26 hours @ \$55.74 per hour	\$1,449	\$1,478	\$1,508
TOTAL:		\$10,587	\$10,799	\$11,015

Total Personnel: \$32,401

b) Fringe Benefits – \$12,636 for three (3) years.

Fringe benefits are calculated below (**Table 2**). Fringe includes health insurance premiums, FICA, and retirements benefits calculated at a composite rate of 39% for law enforcement officers.

Table 2 | Fringe Benefits for Overtime

POSITION DESCRIPTION	COMMENTS	YEAR 1	YEAR 2	YEAR 3
Law Enforcement Officer	200 hours @ \$45.69 per hour	\$3,564	\$3,635	\$3,708
Law Enforcement Officer (Senior)	26 hours @ \$55.74 per hour	\$565	\$577	\$588
TOTAL:		\$4,129	\$4,212	\$4,296

Total Fringe Benefits: \$12,636

c) Travel – \$14,419 for three (3) years.

Travel is budgeted for two (2) people from the Owosso Public Safety COSSAP project team to attend the required BJA national conference during Years 2 and 3 of the grant performance period. Travel is calculated below (**Table 3**) for two (2) BJA conference trips. Total travel funds allocated for conference travel is \$5,995.

Table 3 | Travel Costs for BJA Required Conferences

Type	Cost	Days	Number of Employees	Trips	Amount
Airfare	\$550	-	2	2	\$2,200
Lodging	\$250	3	2	2	\$3,000
Subsistence	\$51.25	3	2	2	\$615
Local Travel	\$30	-	2	2	\$120
Incidentals	\$5	3	2	2	\$60
TOTAL:					\$5,995

Travel is budgeted for Contractor mileage to and from clients of harm reduction services. Annual mileage is budgeted for three (3) years (**Table 4**), covering 400 monthly miles of automobile travel for enlisted public safety members at \$0.585 per mile for 12 months. Total travel funds allocated for monthly Contractor automobile travel is \$8,424.

Table 4 | Travel Costs for Monthly Commuting

POSITION DESCRIPTION	COMMENTS	YEAR 1	YEAR 2	YEAR 3
TBD Enlisted Member(s)	(400 miles x \$0.585) x 12 months	\$2,808	\$2,808	\$2,808
TOTAL:		\$2,808	\$2,808	\$2,808

Total travel is the summation of \$5,995 and \$8,424.

Total Travel: \$14,419

d) Equipment – \$4,404 for three (3) years

A total budget of \$4,404 will be used to purchase workstations for law enforcement officers assigned to the (i) QRT and (ii) LEAD initiatives (**Table 5**). A budget of \$3,000 in Year 1 will be used to fund the one-time purchase of laptop computers. A budget of \$468 per year will be used to support these workstations with a modem.

Table 5 | Equipment Costs for Naloxone Distribution

EQUIPMENT DESCRIPTION	COST	COUNT	YEAR 1	YEAR 2	YEAR 3
Laptop	\$1,500	2	\$3,000	-	-
Modem	\$39	12	\$468	\$468	\$468
TOTAL:			\$3,468	\$468	\$468

Total Equipment: \$4,404

e) Supplies – \$24,654 for three (3) years

Supply costs are budgeted to cover expenses related to community naloxone distribution. The Contractor will use the items outlined below (**Table 6**) to provide local law enforcement with naloxone kits and miscellaneous office supplies for printed promotional and/or instructional materials.

Table 6 | Supply Costs for Naloxone Distribution

SUPPLY DESCRIPTION	COST	COUNT	YEAR 1	YEAR 2	YEAR 3
Naloxone Medication	\$45	160	\$7,200	\$7,200	\$7,200
Naloxone Kit Instructions	\$1	80	\$80	\$80	\$80
Naloxone Kit Community Resources	\$1	80	\$80	\$80	\$80
70% Isopropyl Alcohol Prep Pads (Qty. 200)	\$4	2	\$8	\$8	\$8
Nitrile Disposable Gloves (Qty. 100)	\$25	2	\$50	\$50	\$50
Naloxone Kit Boxes	\$10	80	\$800	\$800	\$800
TOTAL:			\$8,218	\$8,218	\$8,218

Total Supplies: \$24,654

f) Construction

The project does not require construction costs.

g) Subawards – \$279,045 for three (3) years

The Contractor will partner with Shiawassee Health and Wellness, a Shiawassee County community mental health agency that will provide (i) QRT and (ii) LEAD clients with access to mental health and community-based drug treatment services (**Table 6**).

Table 6 | Contractor Subawards

SUBAWARDEE	COMMENTS	YEAR 1	YEAR 2	YEAR 3
Shiawassee Health and Wellness	Community-based harm reduction services	\$91,798	\$92,743	\$94,504
TOTAL:		\$91,798	\$92,743	\$94,504

(1) Quick Response Team (QRT). Shiawassee Health and Wellness will hire personnel to assist in the development and deployment of the City of Owosso QRT. Personnel will plan, train, and coordinate with QRT personnel and assist Owosso Public Safety in the subsequent deployment of QRT in the City of Owosso. Shiawassee Health and Wellness will also assist Owosso Public Safety in the development of (i) instructional and (ii) community resources material for its naloxone kits, thereby pairing QRT resources with community naloxone distribution.

(2) Law Enforcement Assisted Diversion (LEAD). Grant-funded personnel will serve dual roles, additionally coordinating and engaging in the City of Owosso's LEAD program. Shiawassee Health and Wellness will work with other Shiawassee County community mental health organizations, Owosso Public Safety, and the Shiawassee Prosecutor's Office to develop a LEAD program for the City of Owosso and other Shiawassee County areas. Shiawassee Health and Wellness will plan, train, and coordinate with LEAD personnel and assist Owosso Public Safety in the (i) subsequent implementation of LEAD in the City of Owosso as well as (ii) the screening and enrollment of participants.

The Contractor is aware and committed to following all policies regarding subrecipient monitoring.

Total Subaward: \$279,045

h) Contracts

The project does not require contract costs.

i) Other Costs – \$1,200 for three (3) years

A total budget of \$1,200 at a rate of \$50 per month for three (3) years will be spent on a telecommunication plan to facilitate remote access to (i) QRT and (ii) LEAD clients and associated data.

Table 7 | Contractor Other Costs

EXPENSE	YEAR 1	YEAR 2	YEAR 3
Telecommunication Plan	\$600	\$600	\$600
TOTAL:	\$600	\$600	\$600

Total Other Costs: \$1,200

j) Indirect Costs – \$4,504 for three (3) years

The Contractor has a federally approved indirect cost rate of 10%. Total cost for personnel and fringe benefits amounts to \$45,038, with 10% equal to \$4,504 (**Table 8**).

Table 8 | Indirect Costs at 10% Total Overtime Salary & Fringe

POSITION DESCRIPTION	YEAR 1	YEAR 2	YEAR 3
Law Enforcement Officer			
Salary	\$9,138	\$9,321	\$9,507
Fringe	\$3,564	\$3,635	\$3,708
Law Enforcement Officer (Senior)			
Salary	\$1,449	\$1,478	\$1,508
Fringe	\$565	\$577	\$588
TOTAL:	\$14,716	\$15,011	\$15,311
Indirect Costs (10%)	\$1,472	\$1,501	\$1,531

Total Indirect Costs: \$4,504

k) Total Costs – \$373,864 for three (3) years.

The total cost for the project is \$373,864.

Attachments 4-7 consist of various reporting forms the City is required to file over the course of the grant. Please contact the Clerk's Office if you would like to view these forms.



MEMORANDUM

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

DATE: September 19, 2022

TO: City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Change Order No. 1 to the 2022 Sidewalk Program

RECOMMENDATION:

Approval of Change Order No. 1 to the Contract between the City of Owosso and Lopez Concrete Construction, LLC of Lansing, Michigan, for the 2022 Sidewalk Program in the amount of \$21,500.00.

BACKGROUND:

On March 21, 2022, City Council approved the contract with Lopez Concrete Construction, LLC in the amount of \$112,250.00 for the 2022 Sidewalk Program, plus additional contingency funds for restoration and replacement services in the amount of \$20,000.00. City staff has received sidewalk complaints in various locations in the city and wishes to use the additional \$20,000.00 in contingency funds to make additional sidewalk repairs. Additionally, there are three pieces of sidewalk along the James S. Miner Trail adjacent to the city hall parking lot that are damaged and targeted for replacement. Change Order No. 1 is in the amount of \$21,500.00, an increase, that when approved will revise the total contract amount to \$133,750.00.

FISCAL IMPACTS:

Additional expenses in the amount of \$21,500.00 for Change Order No. 1 shall be paid from the pre-approved \$20,000.00 contingency, with the remaining \$1,500.00 covered by Parks Fund Account No. 101-751-818.000-JAMESMINOR.

Attachments: (1) Resolution
(2) Change Order No. 1
(3) Map of Outside Area Complaints

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
LOPEZ CONCRETE CONSTRUCTION, LLC
FOR THE 2022 SIDEWALK PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Lopez Concrete Construction, LLC on March 21, 2022 for sidewalk replacements on various streets throughout the city; and

WHEREAS, city staff has received sidewalk complaints in various locations within the city and wishes to make additional sidewalk repairs utilizing the pre-approved contingency funds; and

WHEREAS, sidewalk sections along the James S. Miner River Trail adjacent to the city hall parking lot are also in need of repair; and

WHEREAS, Lopez Concrete Construction, LLC has agreed to make the additional sidewalk repairs and a change order is necessary to increase the contract amount.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to amend the 2022 Sidewalk Program contract with Lopez Concrete Construction, LLC increasing the contract in the amount of \$21,500.00 for additional sidewalk repairs, bringing the contract total to \$133,750.00.
- SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 to the Contract for Services between the City of Owosso and Lopez Concrete Construction, LLC.
- THIRD: the accounts payable department is authorized to pay Lopez Concrete Construction, LLC for work satisfactorily completed up to the revised contract amount of \$133,750.00.
- FOURTH: the above expenses shall be paid, in part, from the previously approved \$20,000.00 contingency for this contract, with the remaining \$1,500.00 coming from Park Fund Account No. 101-751-818.000-JAMESMINOR.

CHANGE ORDER

No. 1

OWNER: City of Owosso
CONTRACTOR: Lopez Contract Construction LLC
CONTRACT NAME: City of Owosso 2022 Sidewalk Program
OWNER's P.O. NO. 43611

The Contract is modified as follows upon execution of this Change Order:

Description:

Add contract quantities to replace sidewalk complaints outside of the focus area and replace three flags of sidewalk along the James S Miner Trail. Funds will come from contingency as approved by City Council and from Parks Fund 101-751-818.000-JAMESMINOR.

Adjust the following quantities to the Contract:

<u>Item No.</u>	<u>Description</u>	<u>Quantity Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Dollar Value</u>
1	4" Sidewalk Removal and Replacement	3,550	Sft	\$5.00	\$17,750.00
2	6" Sidewalk Removal and Replacement	1,100	Sft	\$7.00	\$7,700.00
3	Lawn Restoration	4,000	Sft	\$0.50	\$2,000.00
4	Saw Cut	200	Ft	\$0.50	\$100.00
5	Curb Removal and Replacement	(50)	Ft	\$35.00	(\$1,750.00)
6	7" Sidewalk Ramp Removal and Replacement	(250)	Sft	\$10.00	(\$2,500.00)
7	Detectable Warning Surface, Modified	(20)	Ft	\$90.00	(\$1,800.00)
		Total Change:			\$21,500.00

Attachments: None

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>112,250.00</u>
Increase (Decrease) from previously approved Change Orders No. _____ to _____ : \$ _____
Contract Price prior to this Change Order: \$ <u>112,250.00</u>
Increase (Decrease) of this Change Order: \$ <u>21,500.00</u>
Contract Price incorporating this Change Order: \$ <u>133,750.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2022</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>14 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2022</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: _____

ENGINEER (Authorized Signature)

Title: Director of Engineering

Date: 9/8/2022

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____

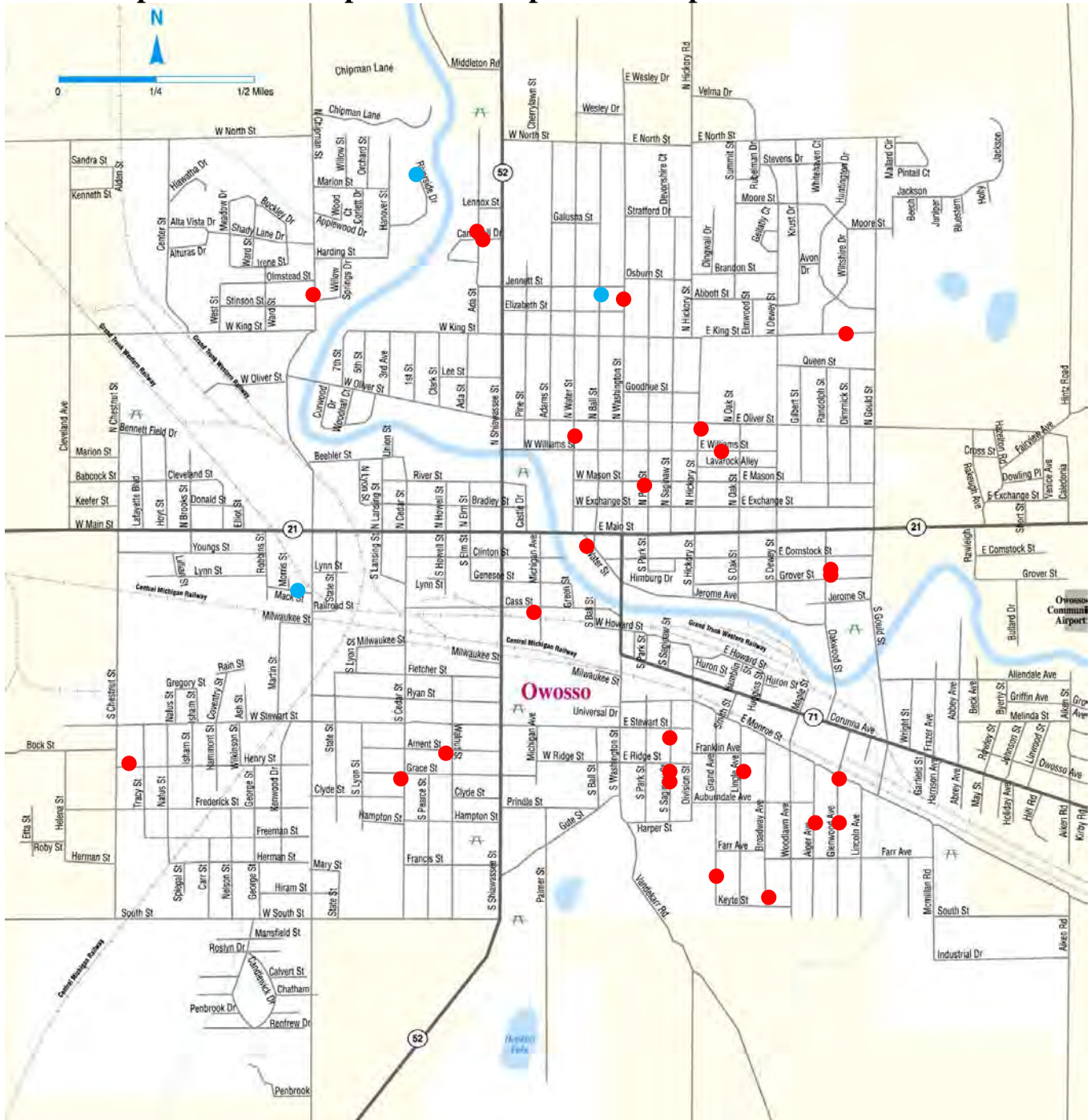
ACCEPTED:

By:  _____

CONTRACTOR (Authorized Signature)

Title: Juan Lopez Member

Date: 09/08/2022

as of 9/8/2022



MEMORANDUM

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

DATE: September 19, 2022

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Change Order No. 1 to Fleis & Vandenbrink Contract for 2021 N. Gould St. Project

RECOMMENDATION

Approval of Balancing Change Order No. 1 to the Contract with Fleis & Vandenbrink Engineering, Incorporated for the North Gould St. Project, to balance contract costs based on actual costs resulting in a reduction of \$38,171.00 to the contract amount.

BACKGROUND

On January 6, 2020, City Council approved a contract with Fleis & Vandenbrink Engineering, Inc., in the amount of \$132,900.00 for engineering services for the 2021 N. Gould Street Project.

The attached change order balances estimated costs with actual costs. The water main portion of the project was removed from the scope of work after design was complete requiring Fleis & Vandenbrink's inspector to only oversee the road/storm portion of the project instead of splitting their time between road/storm and water main. This resulted in higher costs for the road/storm portion of the contract.

The revised Contract amount will become \$94,729.00 should City Council approve Balancing Change Order No. 1.

FISCAL IMPACTS

\$92,809.00 shall be issued from Major Street Account No. 202-451-818.000-NGOULDST21.
\$1,920.00 shall be issued from Water Account No. 591-901-972.000-NGOULDST21.

Attachments: (1) Change Order No. 1
(2) Resolution

RESOLUTION NO.

**AUTHORIZING BALANCING CHANGE ORDER NO. 1 TO
THE CONTRACT FOR ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK ENGINEERING, INC. FOR
THE 2021 N. GOULD ST. REHABILITATION PROJECT –
ENGINEERING SERVICES CONTRACT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fleis & Vandenbrink Engineering Inc. on January 6, 2020 for engineering services for the 2021 N. Gould St. Rehabilitation Project in the amount of \$132,900.00; and

WHEREAS, the contract amount must be balanced based on changes to actual costs due to changes in the scope of services; and

WHEREAS, the Director of Engineering has reviewed the change order as requested and has determined it to be fair and reasonable.

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 change the contract with Fleis & Vandenbrink Engineering, Inc. to reflect the actual scope of work performed, resulting in a reduction of cost to the city of Owosso in the amount of \$38,171.00 as outlined in Balancing Change Order No. 1.
- SECOND: the mayor and city clerk are requested and authorized to sign Balancing Change Order No. 1 to the Engineering Services Contract between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc for the 2021 N. Gould St. Rehabilitation Project.
- THIRD: the Accounts Payable department is authorized to make payment up to the final revised contract amount totaling \$94,729.00 for said project.
- FOURTH: the above expenses shall be paid from the Major Street Account No. 202-451-818.000-NGOULDST21 (\$92,809.00) and from the Water Account No. 591-901-972.000-NGOULDST21 (\$1,920.00).

CHANGE ORDER

No. 1

OWNER: City of Owosso
CONTRACTOR: Fleis & Vandenbrink Engineering, Inc.
CONTRACT NAME: City of Owosso 2021 N. Gould Street Project
OWNER's P.O. NO. 42969

The Contract is modified as follows upon execution of this Change Order:

Description:

Remove Water Main Construction Administration Services from the contract. Adjust pricing for the Water Main Design Engineering, Road/Storm Design Engineering, and Road/Storm Construction Administration based on actual costs.

Adjust the following quantities to the Contract:

<u>Category</u>	<u>Estimated Cost</u>	<u>Actual Cost</u>	<u>Price Change</u>
Water Main Design Engineering	\$6,400.00	\$1,920.00	(\$4,480.00)
Road/Storm Design Engineering	\$9,500.00	\$5,209.00	(\$4,291.00)
Water Main Construction Admin	\$41,000.00	\$0.00	(\$41,000.00)
Road/Storm Construction Admin	\$76,000.00	\$87,600.00	\$11,600.00
		Total Change:	(\$38,171.00)

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>132,900.00</u>
Increase (Decrease) from previously approved Change Orders No. _____ to _____ \$ _____
Contract Price prior to this Change Order: \$ <u>132,900.00</u>
Increase (Decrease) of this Change Order: \$ <u>(38,171.00)</u>
Contract Price incorporating this Change Order: \$ <u>94,729.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: Clayton Weber

ENGINEER (Authorized Signature)

Title: Director of Engineering

Date: 9/12/2022

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: FLEISCH VANDENBRINK

CONTRACTOR (Authorized Signature)

Title: REGIONAL MANAGER

Date: 9/12/22



MEMORANDUM

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

DATE: June 21, 2022
TO: City Council
FROM: Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT: Increase Purchase Order For Sodium Hypochlorite with JCI

RECOMMENDATION:

Authorization to increase Purchase Order Numbers 43688-43689 with JCI Jones Chemicals, Inc. for bulk chemicals necessary for treatment of potable water and wastewater in response to price increases by the supplier.

BACKGROUND:

At the June 21, 2022 meeting, Council authorized purchase agreements with JCI Jones Chemicals, Inc. for the supply of bulk sodium hypochlorite to the Water Filtration and Waste Water Treatment Plants. Their bid at that time was the lowest bid received, coming in at \$1.59/gallon (an increase of **121%** over last year). Now JCI Jones Chemicals, Inc. is utilizing their ability to increase their price due to raw material cost increases, up to \$1.7919/gallon (approximately **13%** over their initial bid for this year), necessitating an increase to the previously approved purchase orders.

FISCAL IMPACTS:

NaOCl estimated remaining usage for FY2022-2023 is 40,500 gallons @ \$1.7919/gallon for an estimated remaining cost of \$72,571.95
Which is an estimated increase for the FY2022-2023 of **\$ 8,176.95**
Bringing the total estimated cost of NaOCl for FY2022-2023 to \$94,036.95

The 2021 price was \$0.72/gallon, 2020 price was \$0.71/gallon, 2019 price was \$0.746/gallon, and 2018 price was \$0.67/gallon.

Document originated by: Ryan E. Suchanek

Attachments: (1) Resolution
(2) Price Increase Notice

RESOLUTION NO.

**AUTHORIZING INCREASE TO THE PURCHASE ORDERS
FOR SODIUM HYPOCHLORITE WITH JCI JONES CHEMICALS, INC.
DUE TO INCREASES IN THE COST OF RAW MATERIALS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan approved Purchase Order Nos. 43688 & 43689 with JCI Jones Chemicals, Inc. for the supply of bulk sodium hypochlorite utilizing the Mid-Michigan Water Bulk Chemical Consortium contract for the FY 2022-2023; and

WHEREAS, the raw material costs have increased, and JCI Jones Chemicals, Inc. is utilizing its ability to increase the price per gallon necessitating amendment to said purchase orders.

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

- FIRST: the City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from JCI Jones Chemicals, Inc. at the increased price of \$1.7919 per gallon with an estimated remaining usage of 40,500 gallons for FY2022-2023.
- SECOND: the accounts payable department is authorized to submit payment to JCI Jones Chemicals, Inc., in an amount up to \$94,036.95 based on unit prices and actual quantities delivered.
- THIRD: the above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 in the amount of \$70,527.71 and to account 591-553-743.000 in the amount of \$23,509.24.



September 1, 2022

PLEASE SIGN AND RETURN BY 09/26/22
TO AVOID POSSIBLE SHIPMENT DELAYS

CO Owosso
301 W Main St
Owosso, MI 48867

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **October 1, 2022** your Sodium Hypochlorite price must increase to **\$1.7919 per gallon**. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to riverview@jcichem.com or return via fax to (734) 283-0979.

Accepted by: _____ Date: _____



MEMORANDUM

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

DATE: September 19, 2022

TO: Owosso City Council

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

SUBJECT: Lime Softening Residuals Removal/Reuse Contract

RECOMMENDATION:

Authorization and approval to enter into a contract with Rocky Ridge Development, LLC of Sylvania, Ohio to excavate lime residuals from the lagoons at the Water Treatment Plant, haul it away, and apply it to farm fields.

BACKGROUND:

On Tuesday, April 5, 2022 and Tuesday, April 26, 2022 the City received bids from an interested contractor for the removal of lime residuals at the WTP (only one bid was received on each occasion). The price per cubic yard in the first bid ranged from 54% – 78% over the current contract price, and the second bid was 102% over the current contract price. Since both bids came in significantly higher than the City estimated and projected in the budget City Council rejected those bids. On Tuesday June 21, 2022, Council authorized Utilities Director Ryan Suchanek to negotiate on behalf of the City for the Lime Removal Project. Over the past couple of months new contractors were sought, some in state, and multiple out of state. Ultimately, five (5) new contacts for lime removal were made. After negotiations the City has come to a deal with Rocky Ridge Development, LLC of Sylvania, Ohio, at \$31.90 per cubic yard, with an estimated 12,500 cubic yards to be removed, for an estimated total of \$398,750.00. The last bid was approximately **32% more than this negotiated deal, an estimated savings of \$126,250.00.**

While Rocky Ridge Development was not the lowest overall, they were the lowest that has the resources and availability to fully remove the lime residuals in Lagoon #4 this year. The removal of residuals in at least one lagoon by the end of the year is critical to avoid significant additional costs involved in moving and stacking the lime to make room for new residuals generated by the plant.

The long-term solution is to bid out the next four-year cycle of Lime Removal at the WTP in the very near future. An early bid will allow the City to take advantage of both bulk pricing, as well as getting on the lowest responsible bidder's schedule. Also, the situation could be further improved by installing an additional simple alternate pumping system, for max efficiency throughout the different seasons.

FISCAL IMPACTS:

These services are chargeable to the Water Fund Account 591-553-934.000 at the rate of \$31.90 per cubic yard, with the estimated total amount of \$398,750.00.

ATTACHMENTS: (1) Resolution
(2) Proposal

RESOLUTION NO.

**AUTHORIZING CONTRACT WITH
ROCKY RIDGE DEVELOPMENT, LLC OF SYLVANIA, OHIO
FOR REMOVAL OF LIME RESIDUAL MATERIAL AT THE WATER TREATMENT PLANT**

WHEREAS, the City has determined it necessary to remove lime residual material from its Water Treatment Plant lagoons to gain lagoon capacity; and

WHEREAS, at the direction of City Council staff sought proposals for the removal of lime residuals and directly negotiated with potential contractors in an effort to secure the best price available; and

WHEREAS, Rocky Ridge Development, LLC of Sylvania, Ohio is hereby determined to be qualified, responsible, and timely 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 Rocky Ridge Development, LLC to remove spent lime from Water Treatment Plant Lagoon #4, in the approximate quantity of 12,500 cubic yards, in the amount of \$31.90/CY for fiscal year 2022-2023.

SECOND: the Mayor and City Clerk are instructed and authorized to sign the Contract for Services between the City of Owosso, Michigan and Rocky Ridge Development, LLC in an amount not to exceed \$398,750.00 for fiscal year 2022-2023.

THIRD: the accounts payable department is authorized to pay Rocky Ridge Development, LLC according to unit prices up to the contract amount for work satisfactorily completed and inspected by the Director of Public Services or his designee.

FOURTH: the above expenses shall be paid from the Water Fund Account 591-553-934.000.



Rocky Ridge Development, LLC

3793 Silica Road
Sylvania, OH 43560

September 9, 2022

Mr. Ryan Suchanek
Mr. David Haut
City of Owosso
301 W. Main Street
Owosso, MI 48867

RE: SPENT LIME REMOVAL SERVICES

Dear Mr. Suchanek and Mr. Haut,

Rocky Ridge Development (RRD) is pleased to provide the bid proposal for lime removal services at the City of Owosso Water Treatment Plant. Below is an outline of services and pricing for your review.

The all-inclusive price of beneficially reusing lime residuals (excavation, hauling, and application) from the City of Owosso Water Treatment Plant is \$31.90 per cubic yard. We are positioned to be able to complete the project this fall.

Rocky Ridge Development is confident that our team will provide you a high level of performance and professionalism. We look forward to forging a long-lasting, mutually-beneficial relationship with the City of Owosso.

Thank you,

A handwritten signature in black ink, appearing to read "Ryan McBride".

Ryan McBride
Sales & Marketing Manager
Rocky Ridge Development

cc: Andrea Ostrander
Charles Stansley
Terry Leach

EXHIBIT A

Contract for Services Between

The City of Owosso

and

ROCKY RIDGE DEVELOPMENT, LLC

Removal of Lime Residual Material At Water Treatment Plant

September 2022

CONTRACT

THIS AGREEMENT is made on September 19, 2022 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and Rocky Ridge Development, LLC ("contractor"), a Michigan company, whose address is 3793 Silica Road, Sylvania, Ohio 43560.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the quote entitled "Spent Lime Removal Services," as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds
- 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, in the unit prices as given in the proposal not to exceed three hundred ninety-eight thousand seven hundred fifty dollars (\$398,750.00) for the fiscal year 2022-23. 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

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Christopher T. Eveleth, Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____



Warrant 622
September 6, 2022

Date	Vendor	Description	Fund	Amount
9-6-2022	Waste Management	Refuge Hauling Services	WWTP/ Streets	12,366.37
9-13-2022	Gould Law PC	August 2022 – Services	GF	11,916.32
			TOTAL	124,282.69



Boards and Commissions Application

Please return your completed application to the City Clerk's office at 301 W. Main St, Owosso, MI 48867.

Application for appointment to: **Zoning Board of Appeals**
Name of board(s) or commission(s)

Charles Suchanek

Name:

Email:

Phone:

319 Prindle

Address:

Owosso

City:

MI

State:

48867

Zip:

Why do you wish to serve on this board or commission?

I'm retired now, and would like to continue to help serve my community that I have lived in for over 40 years.

Briefly describe community activities you have been involved in:

Hiking on the Hopkins Lake trails, river clean ups, bowling, and was involved in various community activities when my son was in Boy Scouts.

Briefly describe the skills and experience you would bring to this position?

Nearly 50 years of hands on mechanical experience, and building construction. As well as a community member for over 40 years.

What is your education and training background?

Education in: mathematics, metallurgy, metal shop, and die construction.
Training in: mechanical, building construction, carpentry, and agricultural.

What is your job experience?

Tool and die maker

Important Public Records Information

All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the Clerk at (989) 725-0500 if you have questions or concerns about the disclosure of specific information.

Truth and Accuracy

I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Charles Buchanan

Signature

9/14/22

Date



MEMORANDUM

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

DATE: September 15, 2022
TO: City Council
FROM: Amy Fuller, Assistant City Manager
SUBJECT: Charitable Agency Fund Agreement

RECOMMENDATION:

Staff recommends approval of an Advised Charitable Agency Fund agreement between the Owosso Historical Commission and the Shiawassee Community Foundation.

BACKGROUND:

At the April 11, 2022 meeting, the Owosso Historical Commission (OHC) voted to invest \$21,244.04 with the Shiawassee Community Foundation. These funds would come from the current restricted OHC endowment fund held by the City of Owosso. This partnership would allow for donations from individuals or estates to be used specifically for the Commission. The original investment cannot be withdrawn but interest may be withdrawn.

Attached you will find the proposed Advised Charitable Agency Fund Agreement between the Shiawassee Community Foundation and the Owosso Historical Commission.

FISCAL IMPACTS:

The City of Owosso Historical Commission would invest \$21,244.04 with the Shiawassee Community Foundation from account 297-000-005.100

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF THE ADVISED CHARITABLE AGENCY FUND AGREEMENT
BETWEEN THE OWOSSO HISTORICAL COMMISSION
AND THE SHIAWASSEE COMMUNITY FOUNDATION**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, Owosso Historical Commission has restricted endowment funds in the amount of \$21,244.04; and

WHEREAS, the Owosso Historical Commission has decided to invest the endowment funds with the Shiawassee Community Foundation where the original investment could not be withdrawn but the interest could be used specifically for the Commission.

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

- FIRST: the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to authorize an agreement with the Shiawassee Community Foundation for the investment of endowment funds belonging to the Owosso Historical Commission.
- SECOND: the mayor and city clerk are hereby authorized to execute the Advised Charitable Agency Fund agreement, with the Shiawassee Community Foundation in the amount of \$21,244.04, substantially as attached.
- THIRD: the accounts payable department is authorized to submit payment to the Shiawassee Community Foundation for \$21,244.04.
- FOURTH: the amount of \$21,244.04 shall be paid from the Historic Sites Account 297-000-005.100.



**ADVISED CHARITABLE AGENCY FUND AGREEMENT (ENDOWED)
BETWEEN**

**SHIAWASSEE COMMUNITY FOUNDATION
AND
CITY OF OWOSSO HISTORICAL COMMISSION**

THIS AGREEMENT (the “*Agreement*”) is made and entered into as of September 15, 2022, by and between the Shiawassee Community Foundation, a Michigan nonprofit corporation with tax exempt status as a public charity (the “*Community Foundation*”), and the City of Owosso Historical Commission (together, “*Donor*”) for the purpose of supporting Donor’s charitable activities as defined in Section 170(c) of the Internal Revenue Code of 1986, as amended (the “*Code*”).

1. **Irrevocable Gift; Fund Assets; Name.** Donor hereby transfers irrevocably to the Community Foundation the property described in the attached Exhibit A to establish an Advised Charitable Agency Fund to be known as the **Owosso Historical Commission Fund** (the “*Fund*”). Subject to the right of the Community Foundation to reject any particular gift, from time to time the Community Foundation may accept additional gifts of property to be added to the Fund.

All gifts, bequests, and devises to the Fund shall be irrevocable once accepted by the Community Foundation and shall become assets of the Community Foundation, which has exclusive legal ownership of, and control over, them and the interest thereon. Donor hereby represents and warrants that the assets set forth on Exhibit A are unrestricted assets of Donor who has the authority to transfer them to the Community Foundation subject to the terms and conditions of this Agreement.

2. **Fund Distributions.** The Fund is endowed, meaning that Donor intends that it exist into perpetuity. The amount of the Fund that will be appropriated for expenditure or accumulated is subject to the Community Foundation’s Spending Policy, which is subject to change by the Community Foundation from time to time, and to the Community Foundation’s variance power (as discussed in Section 4 below).

Distributions from the Fund will be made annually to the Donor according to the Community Foundation’s Spending Policy then in effect. The Donor may request that all or a portion of any distribution be retained in the Fund. Donor may from time to time make recommendations to the Community Foundation for additional distributions to Donor. As required by law, all such recommendations shall be solely advisory, and the Community Foundation may accept or reject them. The Community Foundation may rely upon the recommendation of the City Manager as the recommendation of Donor unless a substitute representative is requested in writing by the Donor to the Community Foundation and acknowledged by the Community Foundation.

3. **Donor Dissolution or Change in Status.** In the event that Donor dissolves or ceases to qualify as a public charity, distributions from the Fund will be directed in a manner that in the opinion of the Board of Directors of the Community Foundation most nearly meets the purposes of the Fund. In such a situation the Community Foundation will attempt to consult with the Board of Directors of the Donor to seek its recommendation as to the direction of future distributions.
4. **Applicable Policies; Component Fund; Variance Power.** The Fund shall be subject to the Community Foundation's Articles of Incorporation, Bylaws, and other Community Foundation policies that are subject to change from time to time. It is intended that the Fund will be a component fund of the Community Foundation which shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(f)(11)(v)(B) (or corresponding provisions of any subsequent federal tax laws), including the authority to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Community Foundation's Board of Directors unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community it serves. Although the Fund assets will be accounted for separately for purposes of reporting to Donor(s), such assets shall not be deemed trust property of a separate trust. This Agreement will be interpreted in a manner consistent with the foregoing intention and so as to conform to any applicable tax laws and regulations.
5. **Investment of Fund Assets.** The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's other assets.
6. **Costs of the Fund.** It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then-current administrative fee policy identified by the Community Foundation, as such policy may be amended by the Community Foundation from time to time. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorney's fees) of any claim or proceeding with respect to the Fund, also shall be paid from the Fund.
7. **Miscellaneous.**
- a. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation arising between the parties in relation to this Agreement shall be initiated and maintained in the Circuit Court of the County of Shiawassee, Michigan, or the U.S. District Court for the 66th District of Michigan, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.

b. Entire Agreement; Beneficiaries; Counsel. This Agreement contains the entire understanding of the parties, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the Fund. Nothing in this Agreement will be construed as giving any person, other than the parties hereto, and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof. The parties may have discussed tax and legal consequences of this Agreement, but each may rely only upon the advice of its own advisors.

c. Due Authorization; Electronic Signatures/Counterparts. The undersigned are duly authorized and competent to enter into this Agreement, which may be executed and delivered in two or more counterparts, including by electronic transmission, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same Agreement. This Agreement may be executed by a handwritten signature or by an electronic signature. Where the Donor has delivered this Agreement by electronic transmission, it shall forthwith deliver an originally executed copy of this Agreement to the Community Foundation, but the failure to do so shall not affect the validity or enforceability of this Agreement.

d. Publicity. The Community Foundation honors and recognizes our donors' names in publicity about the Community Foundation unless they wish to remain anonymous. Please check the box below that best describes your wish regarding publicity.

- ☐ You may include my name and gift in Community Foundation publicity.
- ☐ Please do not list my name in Community Foundation publicity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DONOR: CITY OF OWOSSO HISTORICAL COMMISSION

Christopher Eveleth, Mayor

Amy K. Kirkland, City Clerk

SHIAWASSEE COMMUNITY FOUNDATION

Kimberly M. Renwick, Executive Director

Patrick A. Wegman II, Board President

EXHIBIT A
INITIAL FUND ASSETS

Cash: \$21,244.04

Publicly Traded Securities:

Other:

July 18, 2022

Michigan Municipal League Annual Meeting Notice

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

Dear Official:

The Michigan Municipal League Annual Convention will be held in Muskegon, October 19-21, 2022. The League's "Annual Meeting" is scheduled for 4:30 pm on Wednesday, October 19 in Section D meeting room at the VanDyk Mortgage Convention Center. The meeting will be held for the following purposes:

1. Policy. A) To vote on the Core Legislative Principles document.

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

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #1 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by September 18, 2022.

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

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than September 18, 2022.

We love where you live



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

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

1. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is September 18, 2022. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

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



2. Posting of Proposed Resolutions and Core Legislative Principles

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

The Board of Trustees will meet on Wednesday, October 19 at 4:30 pm in the Delta Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Barbara Ziarko
President
City Council, Sterling Heights



Daniel P. Gilmartin Executive
Director & CEO



9/7/2022

City of Owosso

Attn: Chris Eveleth

I am sending this letter to inform you I will be moving to Ohio in late October, therefore I must resign from the Building Board of Appeals effective October 15th, I appreciated being on the board and if I can be a help in finding a replacement please let me know.

Thanks much

Carl C Ludington

From:	Building Department
To:	Owosso City Council
Report Month:	AUGUST 2022

Category	Estimated Cost	Permit Fee	Number of Permits
ACCESSORY STRUCTURES	\$500	\$225	3
DECK	\$6,270	\$150	1
DEMOLITION	\$41,500	\$725	3
Electrical	\$0	\$3,240	19
FENCE PERMIT	\$0	\$340	6
GARAGE, DETACHED	\$48,000	\$1,425	3
Mechanical	\$0	\$6,925	30
NEW BUSINESS	\$0	\$0	2
NON-RES. ADD/ALTER/REPAIR	\$815,000	\$7,380	2
Plumbing	\$0	\$3,655	35
PORCH	\$3,117	\$190	2
RES. ADD/ALTER/REPAIR	\$53,000	\$995	3
ROOF	\$175,362	\$4,155	17
ROW-ENG	\$0	\$90	3
ROW-UTILITY	\$0	\$180	7
SIDING	\$13,809	\$90	1
SIGN PERMIT	\$0	\$104	2
SOLAR PANELS	\$25,554	\$545	1
WINDOWS	\$8,600	\$90	1
Totals	\$1,190,712	\$30,504	141

2021 COMPARISON TOTALS

AUGUST 2021

\$587,364

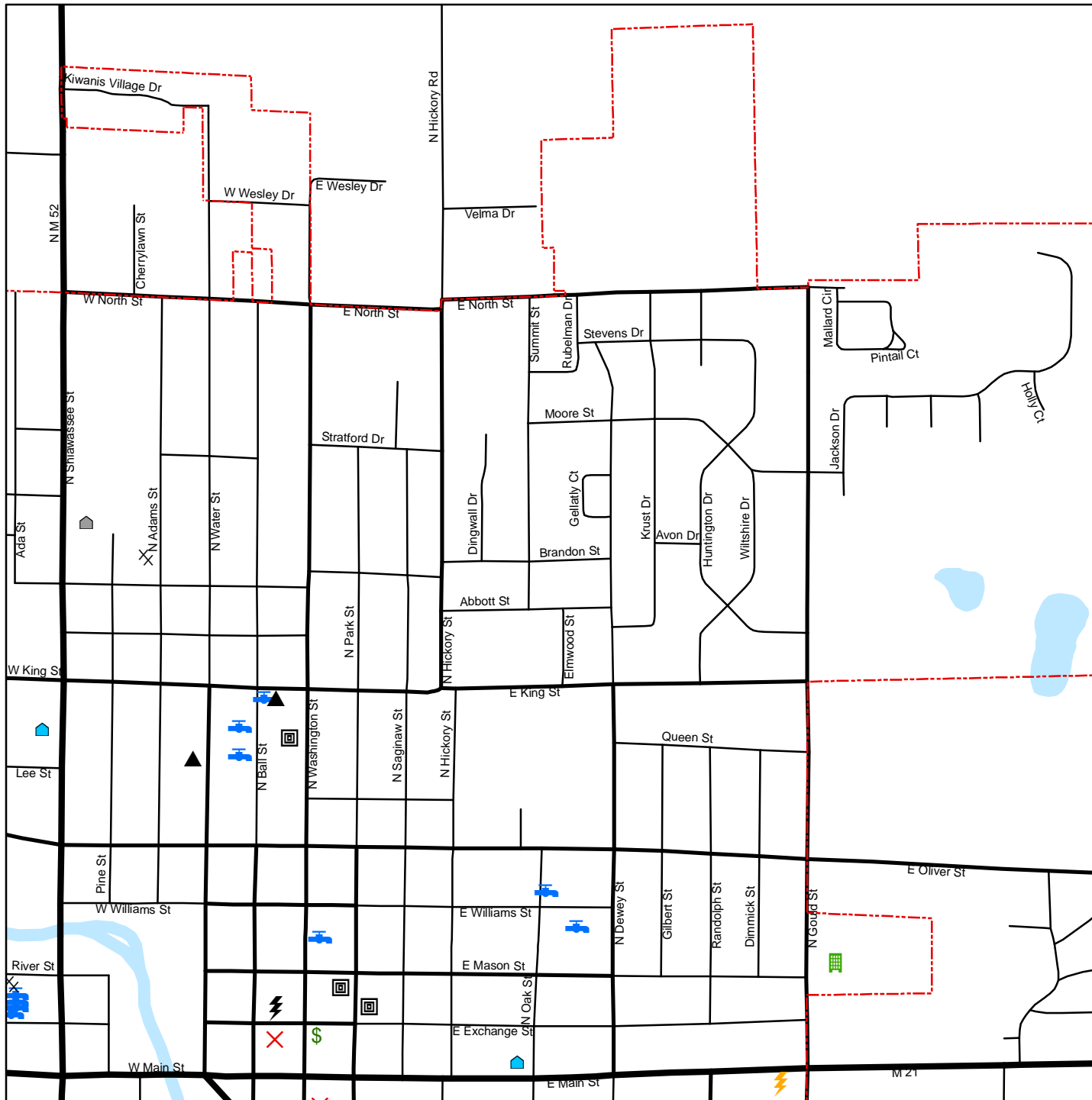
\$18,335

97

City of Owosso

Building Permit Activity August 2022

NE Quadrant



Category

- Accessory Structures
- Demolition
- Electrical
- Electrical & Mechanical
- Fence Permit
- Garage, Detached
- Mechanical
- New Business
- Non-Res. Add/Alter/Repair
- Plumbing
- Roof

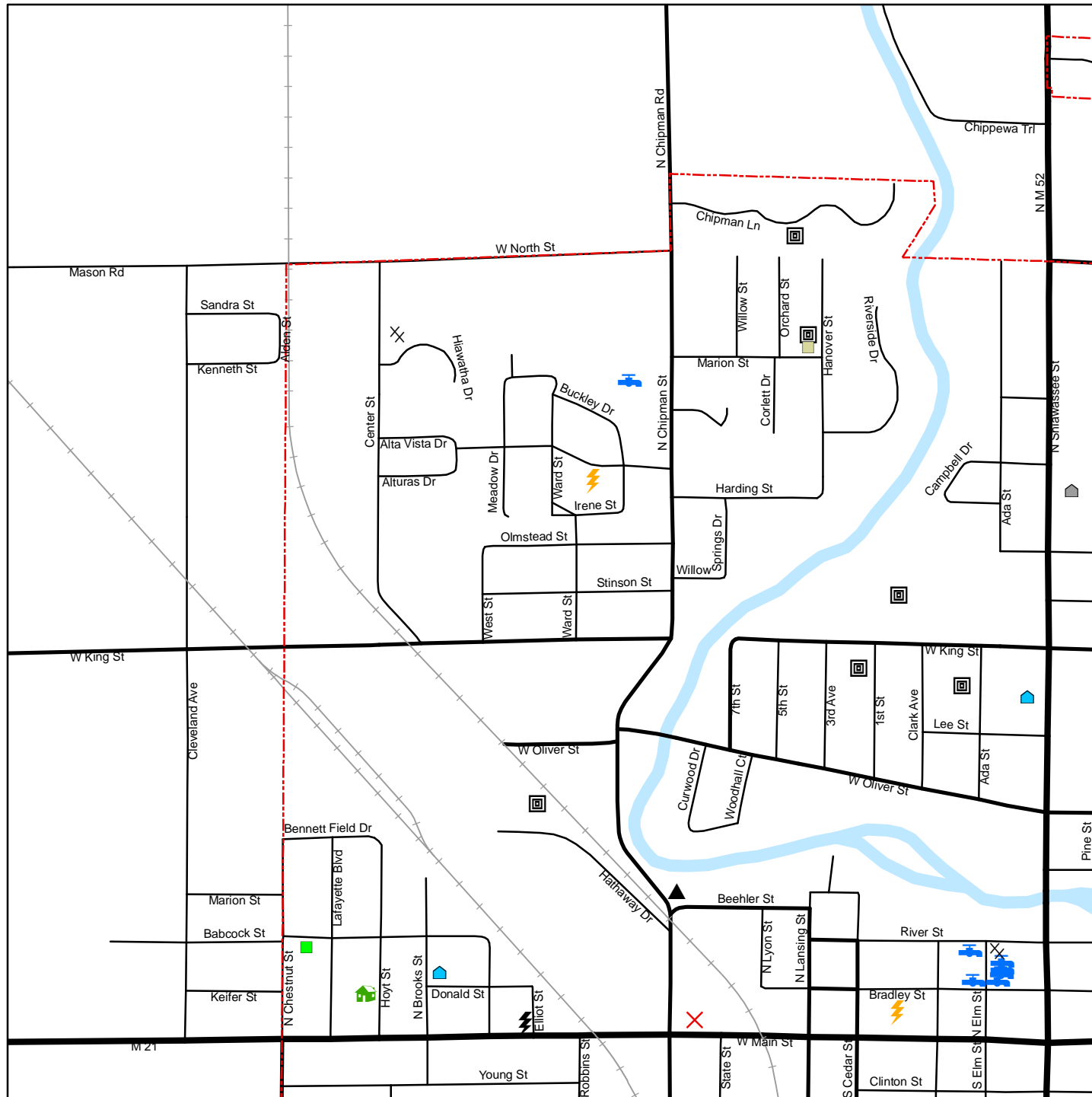
Other Features

- City Limit
- Railroads
- River & Lakes

City of Owosso

Building Permit Activity August 2022

NW Quadrant



Category

- Accessory Structures
- Deck
- Demolition
- Electrical
- Electrical & Mechanical
- Fence Permit
- Garage, Detached
- Mechanical
- Plumbing
- Porch
- Res. Add/Alter/Repair
- Roof

Other Features

- City Limit
- Railroads
- River & Lakes

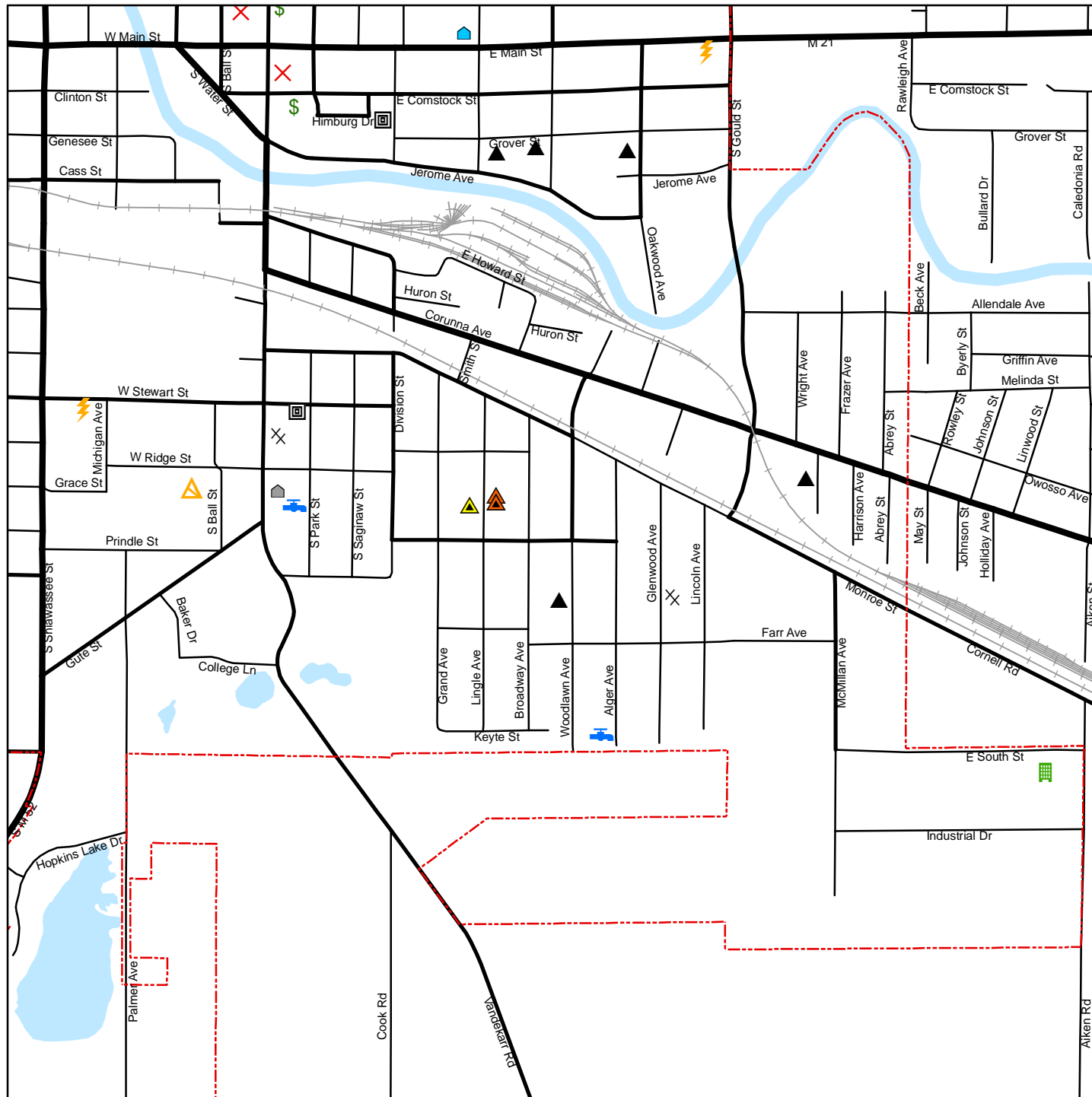
0 300 600 900 1,200 Feet



City of Owosso

Building Permit Activity August 2022

SE Quadrant



Category

- Accessory Structures
- Demolition
- Electrical
- Fence Permit
- Garage, Detached
- Mechanical
- New Business
- Non-Res. Add/Alter/Repair
- Plumbing
- Roof
- ROW-Eng
- ROW-Utility
- Solar Panels

Other Features

- City Limit
- Railroads
- River & Lakes

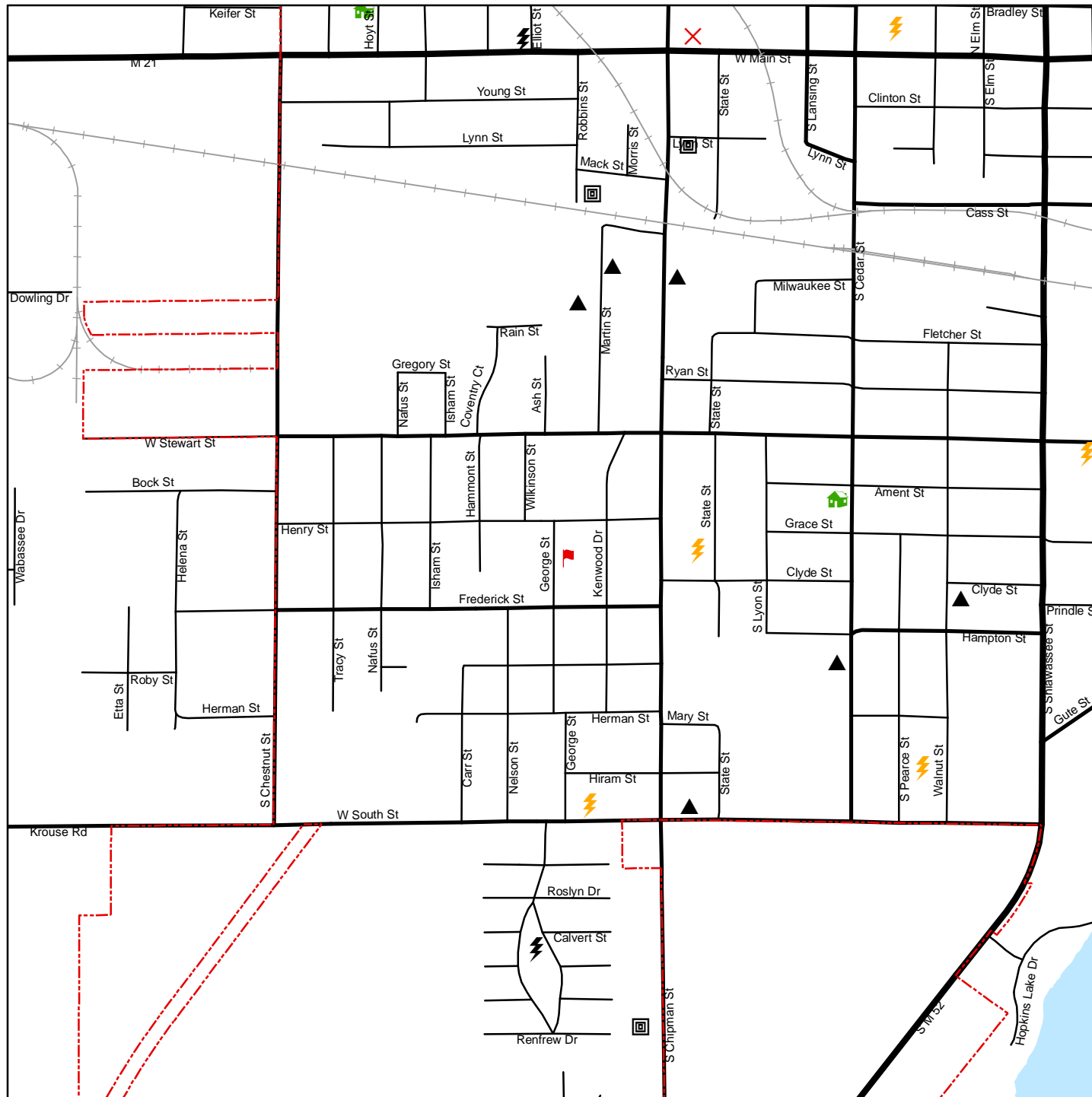
0 330 660 990 1,320 Feet



City of Owosso

Building Permit Activity August 2022

SW Quadrant



Category

- X Demolition
- ⚡ Electrical
- ⚡ Electrical & Mechanical
- X Mechanical
- 🏠 Res. Add/Alter/Repair
- ▲ Roof
- 🚩 Siding

Other Features

- City Limit
- +— Railroads
- River & Lakes

0 300 600 900 1,200 Feet



AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ACCESSORY STRUCTURES								
ENF 21-1764	306 GENESEE ST	CONTACT WITH OWNER	RECHECK SCHEDULED	11/22/2021	08/05/2022	09/06/2022		N
ENF 22-0385	1460 N SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	03/30/2022	08/08/2022	09/19/2022		N
ENF 22-0149	906 LINGLE AVE	INSPECTED PROPERTY	2ND NOTICE SENT	02/10/2022	08/23/2022	09/22/2022		N
ENF 22-0150	910 LINGLE AVE	INSPECTED PROPERTY	FINAL NOTICE	02/10/2022	08/15/2022	09/28/2022		N
ENF 18-0758	515 S PARK ST	INSPECTED PROPERTY	TICKET ISSUED	09/25/2018	08/31/2022	10/03/2022		COMM
ENF 21-1429	628 E MAIN ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	09/13/2021	08/01/2022	10/03/2022		N
Total Entries				6				
AUTO REP/JUNK VEH								
ENF 22-0825	712 KEYTE ST	RESOLVED	CLOSED	06/09/2022	08/29/2022		08/29/2022	N
ENF 22-0943	617 S CHIPMAN ST	RESOLVED	CLOSED	06/28/2022	08/09/2022		08/09/2022	N
ENF 22-1008	1420 PEARCE ST	RESOLVED	CLOSED	07/13/2022	08/03/2022		08/03/2022	N
ENF 22-1038	504 S CEDAR ST	RESOLVED	CLOSED	07/20/2022	08/01/2022		08/01/2022	N
ENF 21-1819	420 S CEDAR ST	CONTACT WITH OWNER	EXTENSION GRANTED	12/06/2021	08/10/2022	09/07/2022		IND
ENF 22-1182	1432 LYNN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/18/2022	08/18/2022	09/19/2022		N
Total Entries				6				
BRUSH								
ENF 22-1151	210 N LYON ST	RESOLVED	CLOSED	08/15/2022	08/25/2022		08/25/2022	N
ENF 22-1156	635 WOODLAWN AVE	RESOLVED	CLOSED	08/15/2022	08/31/2022		08/31/2022	N
ENF 22-1181	715 CLINTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/18/2022	08/30/2022	09/13/2022		Y
Total Entries				3				
BUILDING VIOL								

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 18-0622	1400 W OLIVER ST	INSPECTED PROPERTY	FINAL NOTICE	08/10/2018	08/31/2022	10/03/2022		IND
				Total Entries	1			
BUILDING VIOL								
ENF 21-0974	108 E EXCHANGE ST	INSPECTED PROPERTY	CLOSED	06/29/2021	08/03/2022		08/17/2022	COMM
ENF 22-1040	219 LAFAYETTE BLVD	OBTAINED PERMIT	CLOSED	07/20/2022	08/01/2022		08/01/2022	N
ENF 22-1071	121 W STEWART ST	OBTAINED PERMIT	CLOSED	07/27/2022	08/09/2022		08/09/2022	N
ENF 22-1122	1110 W SOUTH ST	OBTAINED PERMIT	CLOSED	08/09/2022	08/16/2022		08/16/2022	N
ENF 22-1139	612 N DEWEY ST	INSPECTED PROPERTY	CLOSED	08/11/2022	08/23/2022		08/23/2022	N
ENF 22-1143	117 HOYT ST	OBTAINED PERMIT	CLOSED	08/15/2022	08/15/2022		08/23/2022	N
ENF 22-1200	610 PINE ST	OBTAINED PERMIT	CLOSED	08/24/2022	08/29/2022		08/29/2022	N
ENF 21-1647	413 LAVEROCK ALLEY	REF TO BLDG OFFICIAL	1ST TICKET ISSUED	10/26/2021	08/15/2022	09/06/2022		N
ENF 22-0070	1031 S CHIPMAN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/24/2022	08/29/2022	09/06/2022		N
ENF 22-1230	1226 ADAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/06/2022		N
ENF 20-0698	815 W MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/03/2020	08/04/2022	09/07/2022		COMM
ENF 22-0209	420 S CEDAR ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/23/2022	08/10/2022	09/07/2022		IND
ENF 22-0293	412 ELIZABETH ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/14/2022	08/22/2022	09/07/2022		Y
ENF 22-0916	1046 PEARCE ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/21/2022	08/25/2022	09/07/2022		VAC
ENF 20-0720	401 HURON ST	INSPECTED PROPERTY	LETTER SENT	09/10/2020	08/08/2022	09/08/2022		N
ENF 21-0939	802 ALGER AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/24/2021	08/10/2022	09/08/2022		Y
ENF 22-0557	604 ALGER AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/05/2022	08/25/2022	09/08/2022		N
ENF 22-1131	519 E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/10/2022	08/18/2022	09/08/2022		Y
ENF 22-1212	984 CORUNNA AVE	CONTACT WITH CONTRACTOR	RECHECK SCHEDULED	08/25/2022	08/29/2022	09/08/2022		N

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 19-0167	813 TRACY ST	INSPECTED PROPERTY	PENDING 1ST TICKET	03/15/2019	08/30/2022	09/13/2022		N
ENF 20-0764	1122 S CEDAR ST	INSPECTED PROPERTY	DEMO PENDING	09/21/2020	08/22/2022	09/13/2022		VAC
ENF 22-0067	207 N WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/24/2022	08/15/2022	09/15/2022		N
ENF 22-0884	313 LAFAYETTE BLVD	INSPECTED PROPERTY	DEMO NOTICE	06/15/2022	08/15/2022	09/15/2022		VAC
ENF 22-1142	520 S CEDAR ST	LETTER SENT	RECHECK SCHEDULED	08/15/2022	08/15/2022	09/15/2022		N
ENF 20-0972	317 E WILLIAMS ST	INSPECTED PROPERTY	FINAL NOTICE	11/18/2020	08/15/2022	09/19/2022		N
ENF 21-1733	1109 RYAN ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	11/10/2021	08/29/2022	09/19/2022		N
ENF 22-0167	229 S CEDAR ST	INSPECTED PROPERTY	2ND TICKET ISSUED	02/15/2022	08/15/2022	09/19/2022		N
ENF 22-1053	737 JEROME AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	07/26/2022	08/17/2022	09/21/2022		N
ENF 22-1165	420 PRINDLE ST	LETTER SENT	RECHECK SCHEDULED	08/17/2022	08/17/2022	09/21/2022		N
ENF 21-0307	123 N WASHINGTON ST	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	03/03/2021	08/22/2022	09/26/2022		COMM
ENF 21-1476	732 CORUNNA AVE	INSPECTED PROPERTY	FINAL NOTICE	09/22/2021	08/31/2022	09/26/2022		N
ENF 21-1886	320 PRINDLE ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/17/2021	08/22/2022	09/26/2022		VAC
ENF 22-0025	208 W EXCHANGE ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	01/07/2022	08/31/2022	09/26/2022		Y
ENF 22-0258	120 W EXCHANGE ST STE	INSPECTED PROPERTY	LETTER SENT	03/07/2022	08/31/2022	09/26/2022		COMM
ENF 22-0417	1212 FREEMAN ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	04/07/2022	08/22/2022	09/26/2022		N
ENF 21-1887	805 E EXCHANGE ST	INSPECTED PROPERTY	PENDING 1ST TICKET	12/20/2021	08/30/2022	09/27/2022		VAC
ENF 21-0192	121 W EXCHANGE ST	INSPECTED PROPERTY	DEMO PENDING	02/09/2021	08/31/2022	09/29/2022		COMM
ENF 21-1868	601 CLINTON ST	INSPECTED PROPERTY	CONTACT WITH RENTER	12/15/2021	08/31/2022	09/29/2022		N
ENF 20-0599	621 N SAGINAW ST	CONTACT WITH PROPERTY MANAGER	EXTENSION GRANTED	08/06/2020	08/08/2022	10/03/2022		N
ENF 22-0677	602 N SHIAWASSEE ST	REF TO BLDG OFFICIAL	RED-TAGGED	05/19/2022	08/29/2022	10/04/2022		VAC

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 19-0225	519 ADA ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/26/2019	08/31/2022	10/06/2022		N
ENF 21-0008	531 AMENT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/07/2021	08/22/2022	10/10/2022		Y
ENF 22-0249	719 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/07/2022	08/29/2022	10/25/2022		N
ENF 21-0404	1401 STATE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/15/2021	08/29/2022	11/21/2022		N
ENF 22-0963	801 MICHIGAN AVE	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	06/29/2022	08/22/2022	03/13/2023		N
Total Entries				45				
BUSHES-SIDEWALK VISIBILITY								
ENF 22-1074	319 E MAIN ST	RESOLVED	CLOSED	07/28/2022	08/23/2022		08/23/2022	N
Total Entries				1				
DEAD TREE								
ENF 22-0846	521 JEROME AVE	HOMEOWNER CALLED IN	PARTIALLY RESOLVED	06/13/2022	08/25/2022	09/08/2022		Y
ENF 22-0548	802 BROADWAY AVE	CONTACT WITH OWNER	EXTENSION GRANTED	05/04/2022	08/23/2022	09/22/2022		N
ENF 22-0654	418 HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/17/2022	08/31/2022	10/18/2022		N
Total Entries				3				
DEMO BY NEGLECT HDC								
ENF 22-1109	110 W MAIN ST	COMPLAINT LOGGED	LETTER SENT	08/05/2022	08/05/2022	09/06/2022		COMM
Total Entries				1				
EXTERIOR PAINT/SIDING								
ENF 20-0121	612 BROADWAY AVE	RESOLVED	CLOSED	02/24/2020	08/03/2022		08/03/2022	Y
ENF 21-0036	1218 N SHIAWASSEE ST	RESOLVED	CLOSED	01/12/2021	08/30/2022		08/30/2022	N
ENF 22-0208	720 CLINTON ST	RESOLVED	CLOSED	02/23/2022	08/01/2022		08/01/2022	Y
ENF 22-0738	915 W STEWART ST	RESOLVED	CLOSED	05/27/2022	08/31/2022		08/31/2022	N
ENF 21-0045	1031 S CHIPMAN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/12/2021	08/29/2022	09/06/2022		N

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0083	121 W EXCHANGE ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/20/2021	08/02/2022	09/06/2022		COMM
ENF 21-0238	821 FLETCHER ST	CONTACT WITH OWNER	RECHECK SCHEDULED	02/23/2021	08/08/2022	09/06/2022		N
ENF 21-0479	1114 S CHIPMAN ST	INSPECTED PROPERTY	OBTAINED BLDG PERMIT	04/01/2021	08/03/2022	09/07/2022		N
ENF 20-0124	629 LINGLE AVE	INSPECTED PROPERTY	2ND NOTICE SENT	02/24/2020	08/10/2022	09/08/2022		N
ENF 20-0106	839 E COMSTOCK ST	INSPECTED PROPERTY	2ND NOTICE SENT	02/17/2020	08/22/2022	09/12/2022		VAC
ENF 20-0210	519 E MASON ST	INSPECTED PROPERTY	RE-OPENED	05/18/2020	08/18/2022	09/19/2022		Y
ENF 21-1563	422 W WILLIAMS ST	INSPECTED PROPERTY	EXTENSION GRANTED	10/12/2021	08/18/2022	09/19/2022		N
ENF 21-1732	1109 RYAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/10/2021	08/29/2022	09/19/2022		N
ENF 21-1443	414 GENESEE ST	INSPECITED PROPERTY	OBTAINED BLDG PERMIT	09/14/2021	08/30/2022	09/20/2022		Y
ENF 21-0040	758 WOODLAWN AVE	INSPECTED PROPERTY	FINAL NOTICE	01/12/2021	08/24/2022	09/21/2022		N
ENF 22-1011	824 S PARK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/13/2022	08/08/2022	09/26/2022		Y
ENF 20-0174	213 S OAK ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/18/2020	08/25/2022	09/27/2022		N
ENF 22-0330	402 E COMSTOCK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/21/2022	08/02/2022	09/27/2022		Y
ENF 21-0041	1229 MILWAUKEE ST	INSPECTED PROPERTY	FINAL NOTICE	01/12/2021	08/29/2022	09/29/2022		Y
ENF 21-0424	648 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/22/2021	08/30/2022	10/03/2022		N
ENF 20-0143	1407 LYNN ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/05/2020	08/03/2022	10/04/2022		N
ENF 22-1162	307 GENESEE ST	CONTACT WITH OWNER	RECHECK SCHEDULED	08/16/2022	08/31/2022	10/05/2022		Y
ENF 20-0051	900 FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	01/17/2020	08/30/2022	10/06/2022		N
ENF 20-0052	301 GENESEE ST	INSPECTED PROPERTY	FINAL NOTICE	01/17/2020	08/25/2022	10/06/2022		N
ENF 21-0023	607 W STEWART ST	LETTER SENT	2ND NOTICE SENT	01/12/2021	08/30/2022	10/19/2022		N

Total Entries

25

FENCE VIOLATION

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-1550	409 E MASON ST	INSPECTED PROPERTY	CLOSED	10/11/2021	08/10/2022		08/10/2022	N
ENF 22-0597	210 N LYON ST	RESOLVED	CLOSED	05/12/2022	08/15/2022		08/15/2022	N
ENF 22-1101	835 E COMSTOCK ST	INSPECTED PROPERTY	CLOSED	08/03/2022	08/03/2022		08/03/2022	N
ENF 22-1178	529 HARRISON AVE	RESOLVED	CLOSED	08/18/2022	08/22/2022		08/22/2022	N
ENF 22-0257	102 S WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/07/2022	08/22/2022	09/19/2022		N
Total Entries				5				
FIRE DAMAGE								
ENF 21-1891	115 S WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/21/2021	08/22/2022	09/19/2022		N
ENF 21-1898	113 S WASHINGTON ST	INSPECTED PROPERTY	DEMO PENDING	12/22/2021	08/15/2022	09/19/2022		COMM
ENF 22-0833	832 LINGLE AVE	INSPECTED PROPERTY	INSPECTION PENDING	06/13/2022	08/31/2022	09/19/2022		N
ENF 22-0193	1404 S CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	08/25/2022	09/26/2022		Y
Total Entries				4				
FRONT YARD PARKING								
ENF 22-0976	709 CORUNNA AVE	INSPECTED PROPERTY	CLOSED	06/30/2022	08/03/2022		08/03/2022	N
ENF 22-1030	706 WILTSHIRE DR	INSPECTED PROPERTY	CLOSED	07/19/2022	08/11/2022		08/12/2022	N
ENF 22-1056	922 N WASHINGTON ST	RESOLVED	CLOSED	07/26/2022	08/03/2022		08/03/2022	N
ENF 22-1057	921 N BALL ST	LETTER SENT	CLOSED	07/26/2022	08/03/2022		08/03/2022	N
ENF 22-1126	829 ALGER AVE	RESOLVED	CLOSED	08/10/2022	08/18/2022		08/18/2022	N
ENF 22-1137	420 GROVER ST	RESOLVED	CLOSED	08/11/2022	08/25/2022		08/25/2022	N
ENF 22-1148	704 E OLIVER ST	RESOLVED	CLOSED	08/15/2022	08/23/2022		08/23/2022	N
ENF 22-1168	824 E KING ST	RESOLVED	CLOSED	08/17/2022	08/22/2022		08/22/2022	N
ENF 22-1222	806 W OLIVER ST	RESOLVED	CLOSED	08/29/2022	08/29/2022		08/29/2022	N
ENF 22-1152	1209 APPLEWOOD DR	INSPECTED PROPERTY	RECHECK SCHEDULED	08/15/2022	08/25/2022	09/01/2022		N

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1224	443 E MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/07/2022		N
ENF 22-1237	1214 MACK ST	LETTER SENT	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/08/2022		N
Total Entries				12				
FURNITURE OUTSIDE								
ENF 22-1058	822 N WATER ST	RESOLVED	CLOSED	07/26/2022	08/08/2022		08/08/2022	N
ENF 22-1102	415 GENESEE ST	RESOLVED	CLOSED	08/03/2022	08/18/2022		08/18/2022	Y
ENF 22-1108	617 W KING ST	RESOLVED	CLOSED	08/08/2022	08/17/2022		08/17/2022	Y
ENF 22-1125	1215 CORUNNA AVE	RESOLVED	CLOSED	08/10/2022	08/25/2022		08/25/2022	N
ENF 22-1218	817 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		Y
ENF 22-1175	819 NAFUS ST	LETTER SENT	RECHECK SCHEDULED	08/17/2022	08/31/2022	09/08/2022		N
ENF 22-1185	917 E MASON ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/22/2022	08/31/2022	09/08/2022		Y
ENF 22-1201	514 N SHIAWASSEE ST	LETTER SENT	RECHECK SCHEDULED	08/24/2022	08/31/2022	09/12/2022		N
ENF 22-0462	808 DIVISION ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/21/2022	08/24/2022	09/21/2022		VAC
Total Entries				9				
GARBAGE & DEBRIS								
ENF 22-0329	406 E COMSTOCK ST	RESOLVED	CLOSED	03/21/2022	08/11/2022		08/11/2022	Y
ENF 22-0464	1212 FREEMAN ST	RESOLVED	CLOSED	04/21/2022	08/01/2022		08/01/2022	N
ENF 22-1000	1010 N DEWEY ST	RESOLVED	CLOSED	07/11/2022	08/04/2022		08/04/2022	N
ENF 22-1013	211 N LANSING ST	RESOLVED	CLOSED	07/13/2022	08/01/2022		08/01/2022	Y
ENF 22-1054	905 MOORE ST	RESOLVED	CLOSED	07/26/2022	08/04/2022		08/04/2022	N
ENF 22-1103	619 N SHIAWASSEE ST	RESOLVED	CLOSED	08/04/2022	08/31/2022		08/31/2022	N
ENF 22-1107	430 E NORTH ST	RESOLVED	CLOSED	08/04/2022	08/11/2022		08/11/2022	N
ENF 22-1128	313 N HICKORY ST	RESOLVED	CLOSED	08/10/2022	08/22/2022		08/22/2022	Y

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1147	309 N HICKORY ST	RESOLVED	CLOSED	08/15/2022	08/22/2022		08/22/2022	Y
ENF 22-1183	1414 FREDERICK ST	RESOLVED	CLOSED	08/18/2022	08/31/2022		08/31/2022	N
ENF 22-1186	208 E NORTH ST	RESOLVED	CLOSED	08/22/2022	08/31/2022		08/31/2022	Y
ENF 22-1243	1501 FREEMAN ST	RESOLVED	CLOSED	08/31/2022	08/31/2022		08/31/2022	Y
ENF 22-0022	321 E WILLIAMS ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	01/06/2022	08/24/2022	09/07/2022		N
ENF 22-0153	410 GUTE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/10/2022	08/03/2022	09/07/2022		N
ENF 22-0551	811 GRACE ST	INSPECTED PROPERTY	PENDING 2ND TICKET	05/04/2022	08/31/2022	09/07/2022		N
ENF 22-1132	719 S CHIPMAN ST	LETTER SENT	PARTIALLY RESOLVED	08/11/2022	08/22/2022	09/07/2022		N
ENF 22-1242	913 NAFUS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/07/2022		Y
ENF 22-0997	1100 CLYDE ST	INSPECTED PROPERTY	FINAL NOTICE	07/11/2022	08/25/2022	09/08/2022		N
ENF 22-0163	220 W KING ST	INSPECTED PROPERTY	1ST TICKET ISSUED	02/14/2022	08/22/2022	09/12/2022		N
ENF 20-0878	643 N HICKORY ST	INSPECTED PROPERTY	PENDING 3RD TICKET	10/26/2020	08/25/2022	09/20/2022		N
ENF 21-1480	719 BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/23/2021	08/30/2022	09/21/2022		N
Total Entries				21				
GARBAGE CANS								
ENF 22-1240	905 DINGWALL DR	INSPECTED PROPERTY	RECHECK SCHEDULED	08/31/2022	08/30/2022	09/06/2022		N
Total Entries				1				
GARBAGE/JUNK IN ROW								
ENF 22-0798	415 GENESEE ST	RESOLVED	CLOSED	06/07/2022	08/03/2022		08/03/2022	Y
ENF 22-1018	806 W OLIVER ST	RESOLVED	CLOSED	07/18/2022	08/01/2022		08/01/2022	N
ENF 22-1055	714 N WASHINGTON ST	RESOLVED	CLOSED	07/26/2022	08/04/2022		08/04/2022	N
ENF 22-1061	1224 ADAMS ST	RESOLVED	CLOSED	07/26/2022	08/01/2022		08/01/2022	N
ENF 22-1062	717 W KING ST	RESOLVED	CLOSED	07/26/2022	08/02/2022		08/02/2022	N

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1064	300 W RIDGE ST 1	RESOLVED	CLOSED	07/27/2022	08/03/2022		08/03/2022	Y
ENF 22-1066	615 N SAGINAW ST	RESOLVED	CLOSED	07/27/2022	08/03/2022		08/03/2022	N
ENF 22-1068	219 N LANSING ST	RESOLVED	CLOSED	07/27/2022	08/04/2022		08/04/2022	Y
ENF 22-1075	410 S CHIPMAN ST	RESOLVED	CLOSED	07/28/2022	08/04/2022		08/04/2022	Y
ENF 22-1077	620 PINE ST	RESOLVED	CLOSED	08/01/2022	08/15/2022		08/15/2022	N
ENF 22-1078	521 PINE ST	RESOLVED	CLOSED	08/01/2022	08/22/2022		08/22/2022	N
ENF 22-1079	416 W WILLIAMS ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1080	109 GOODHUE ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1081	738 WOODLAWN AVE	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1082	1202 WALNUT ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1083	927 STATE ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1086	1220 N WATER ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1088	123 STATE ST	RESOLVED	CLOSED	08/01/2022	08/10/2022		08/10/2022	Y
ENF 22-1089	1225 N WATER ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1090	1117 N BALL ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1091	1005 N BALL ST	RESOLVED	CLOSED	08/01/2022	08/08/2022		08/08/2022	N
ENF 22-1092	1027 SUMMIT ST	CONTACT WITH OWNER	CLOSED	08/01/2022	08/17/2022		08/17/2022	N
ENF 22-1094	403 RANDOLPH ST	RESOLVED	CLOSED	08/02/2022	08/17/2022		08/17/2022	N
ENF 22-1095	1101 N WASHINGTON ST	RESOLVED	CLOSED	08/02/2022	08/10/2022		08/10/2022	N
ENF 22-1096	509 W WILLIAMS ST	RESOLVED	CLOSED	08/02/2022	08/10/2022		08/10/2022	N
ENF 22-1097	522 FLETCHER ST	RESOLVED	CLOSED	08/03/2022	08/17/2022		08/17/2022	N
ENF 22-1100	1404 W MAIN ST	RESOLVED	CLOSED	08/03/2022	08/15/2022		08/15/2022	N
ENF 22-1104	617 CORUNNA AVE	RESOLVED	CLOSED	08/04/2022	08/11/2022		08/11/2022	N

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1106	828 S BALL ST	RESOLVED	CLOSED	08/04/2022	08/10/2022		08/10/2022	N
ENF 22-1116	913 HUNTINGTON DR	RESOLVED	CLOSED	08/09/2022	08/16/2022		08/16/2022	N
ENF 22-1117	426 BRANDON ST	RESOLVED	CLOSED	08/09/2022	08/24/2022		08/24/2022	Y
ENF 22-1118	1324 ADAMS ST	RESOLVED	CLOSED	08/09/2022	08/16/2022		08/16/2022	N
ENF 22-1119	812 ADAMS ST	RESOLVED	CLOSED	08/09/2022	08/16/2022		08/16/2022	Y
ENF 22-1123	539 N CHIPMAN ST	RESOLVED	CLOSED	08/10/2022	08/17/2022		08/17/2022	Y
ENF 22-1124	561 ABBOTT ST	RESOLVED	CLOSED	08/10/2022	08/25/2022		08/25/2022	Y
ENF 22-1129	830 MILWAUKEE ST	RESOLVED	CLOSED	08/10/2022	08/17/2022		08/17/2022	N
ENF 22-1130	716 WRIGHT AVE	RESOLVED	CLOSED	08/10/2022	08/17/2022		08/17/2022	N
ENF 22-1133	719 BROADWAY AVE	RESOLVED	CLOSED	08/11/2022	08/18/2022		08/18/2022	N
ENF 22-1134	745 BROADWAY AVE	RESOLVED	CLOSED	08/11/2022	08/18/2022		08/18/2022	Y
ENF 22-1136	725 DIVISION ST	RESOLVED	CLOSED	08/11/2022	08/18/2022		08/18/2022	Y
ENF 22-1138	727 CORUNNA AVE	RESOLVED	CLOSED	08/11/2022	08/18/2022		08/18/2022	Y
ENF 22-1141	325 N GOULD ST	RESOLVED	CLOSED	08/15/2022	08/31/2022		08/31/2022	N
ENF 22-1144	610 PINE ST	RESOLVED	CLOSED	08/15/2022	08/31/2022		08/31/2022	N
ENF 22-1149	512 E EXCHANGE ST	RESOLVED	CLOSED	08/15/2022	08/22/2022		08/22/2022	Y
ENF 22-1153	208 E NORTH ST	RESOLVED	CLOSED	08/15/2022	08/22/2022		08/22/2022	Y
ENF 22-1154	503 ABBOTT ST	RESOLVED	CLOSED	08/15/2022	08/22/2022		08/22/2022	N
ENF 22-1157	639 WOODLAWN AVE	RESOLVED	CLOSED	08/15/2022	08/24/2022		08/24/2022	N
ENF 22-1158	1330 W KING ST	RESOLVED	CLOSED	08/16/2022	08/30/2022		08/30/2022	Y
ENF 22-1159	524 N CHIPMAN ST	RESOLVED	CLOSED	08/16/2022	08/23/2022		08/23/2022	N
ENF 22-1160	521 N CHIPMAN ST	RESOLVED	CLOSED	08/16/2022	08/23/2022		08/23/2022	VAC

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1163	1333 W KING ST	RESOLVED	CLOSED	08/16/2022	08/23/2022		08/23/2022	N
ENF 22-1167	432 S LYON ST	RESOLVED	CLOSED	08/17/2022	08/24/2022		08/24/2022	Y
ENF 22-1170	410 RANDOLPH ST	RESOLVED	CLOSED	08/17/2022	08/24/2022		08/24/2022	N
ENF 22-1171	621 WRIGHT AVE	RESOLVED	CLOSED	08/17/2022	08/24/2022		08/24/2022	N
ENF 22-1173	721 N CHIPMAN ST	RESOLVED	CLOSED	08/17/2022	08/22/2022		08/22/2022	N
ENF 22-1177	748 BROADWAY AVE	RESOLVED	CLOSED	08/18/2022	08/25/2022		08/25/2022	N
ENF 22-1184	705 E MAIN ST	RESOLVED	CLOSED	08/22/2022	08/29/2022		08/29/2022	N
ENF 22-1191	711 AMENT ST	RESOLVED	CLOSED	08/22/2022	08/29/2022		08/29/2022	N
ENF 22-1192	622 N WASHINGTON ST	RESOLVED	CLOSED	08/22/2022	08/31/2022		08/31/2022	Y
ENF 22-1196	328 S DEWEY ST	INSPECTED PROPERTY	CLOSED	08/23/2022	08/30/2022		08/30/2022	N
ENF 22-1199	318 N HICKORY ST	RESOLVED	CLOSED	08/24/2022	08/30/2022		08/30/2022	N
ENF 22-1202	1220 N CHIPMAN ST	RESOLVED	CLOSED	08/24/2022	08/31/2022		08/31/2022	N
ENF 22-1203	635 THIRD ST	RESOLVED	CLOSED	08/24/2022	08/31/2022		08/31/2022	N
ENF 22-1204	717 W KING ST	RESOLVED	CLOSED	08/24/2022	08/31/2022		08/31/2022	N
ENF 22-1210	1305 MACK ST	RESOLVED	CLOSED	08/25/2022	08/31/2022		08/31/2022	N
ENF 22-1213	620 LINGLE AVE	RESOLVED	CLOSED	08/25/2022	08/31/2022		08/31/2022	Y
ENF 22-1216	919 BEEHLER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/25/2022	08/25/2022	09/01/2022		N
ENF 22-1166	1004 PEARCE ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/17/2022	08/30/2022	09/06/2022		Y
ENF 22-1219	723 W STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		N
ENF 22-1220	430 E COMSTOCK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		Y
ENF 22-1221	607 E EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		N
ENF 22-1223	1213 BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		Y
ENF 22-1226	715 N WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/06/2022		Y

09/01/22

Code Enforcement Activity

12/21

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1227	203 N CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/06/2022		Y
ENF 22-1228	423 E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/06/2022		N
ENF 22-1229	216 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/06/2022		Y
ENF 22-1187	123 STATE ST	LETTER SENT	RECHECK SCHEDULED	08/22/2022	08/29/2022	09/07/2022		Y
ENF 22-1206	716 GRAND AVE	LETTER SENT	RECHECK SCHEDULED	08/24/2022	08/30/2022	09/07/2022		N
ENF 22-1231	203 S DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/07/2022		N
ENF 22-1232	720 GRAND AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	08/30/2022	09/07/2022		N
ENF 22-1233	115 S LANSING	INSPECTED PROPERTY	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/07/2022		Y
ENF 22-1234	910 LINGLE AVE	LETTER SENT	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/07/2022		N
ENF 22-1029	320 N DEWEY ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/19/2022	08/31/2022	09/08/2022		Y
ENF 22-1121	1265 N SHIAWASSEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/09/2022	08/31/2022	09/08/2022		N
ENF 22-1176	701 N PARK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/18/2022	08/31/2022	09/08/2022		N
ENF 22-1189	133 S CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	08/22/2022	08/29/2022	09/08/2022		Y
ENF 22-1198	1120 BEEHLER ST	LETTER SENT	INSPECTION COMPLETE	08/23/2022	08/31/2022	09/08/2022		N
ENF 22-1207	1325 W STEWART ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/24/2022	08/31/2022	09/08/2022		Y
ENF 22-1211	704 GLENWOOD AVE	LETTER SENT	RECHECK SCHEDULED	08/25/2022	08/31/2022	09/08/2022		N
Total Entries				89				
HEALTH & SAFETY								
ENF 21-0134	1110 W MAIN ST	INSPECTED PROPERTY	CLOSED	01/26/2021	08/15/2022		08/15/2022	VAC
ENF 22-0985	703 CORUNNA AVE	INSPECTED PROPERTY	RED-TAGGED	07/05/2022	08/25/2022	09/08/2022		Y
ENF 22-0815	320 E MASON ST	INSPECTED PROPERTY	LETTER SENT	04/21/2022	08/30/2022	09/13/2022		N
ENF 21-1675	1190 S SHIAWASSEE ST	INSPECTED PROPERTY	CONTACT PROPERTY MANAGER	11/02/2021	08/22/2022	09/19/2022		N

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0220	917 S PARK ST	INSPECTED PROPERTY	DEMO PENDING	05/19/2020	08/31/2022	09/22/2022		VAC
ENF 21-0921	306 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/23/2021	08/23/2022	09/22/2022		N
ENF 21-0865	667 GLENWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/11/2021	08/30/2022	10/06/2022		N
Total Entries				7				
IMMINENT DANGER OF STRUCTURE								
ENF 22-0059	326 S DEWEY ST	INSPECTED PROPERTY	REF TO CITY ATTY	01/21/2022	08/30/2022	09/21/2022		VAC
Total Entries				1				
LAWN MAINTENANCE								
ENF 22-0712	1014 BEEHLER ST	INSPECTED PROPERTY	CLOSED	05/24/2022	08/16/2022		08/16/2022	Y
ENF 22-0895	748 BROADWAY AVE	INSPECTED PROPERTY	CLOSED	06/16/2022	07/26/2022		08/16/2022	N
ENF 22-0920	1210 CORUNNA AVE	INSPECTED PROPERTY	CLOSED	06/21/2022	08/16/2022		08/16/2022	COMM
ENF 22-1033	1022 BEEHLER ST	INSPECTED PROPERTY	CLOSED	07/19/2022	08/16/2022		08/16/2022	N
ENF 22-1034	222 S ELM ST	RESOLVED	CLOSED	07/19/2022	08/02/2022		08/02/2022	N
ENF 22-1051	623 N WASHINGTON ST	RESOLVED	CLOSED	07/25/2022	08/02/2022		08/02/2022	Y
ENF 22-1059	904 KENWOOD DR	RESOLVED	CLOSED	07/26/2022	08/23/2022		08/23/2022	N
ENF 22-1073	1221 N CHIPMAN ST	INSPECTED PROPERTY	CLOSED	07/28/2022	08/16/2022		08/16/2022	N
ENF 22-1112	210 W KING ST	RESOLVED	CLOSED	08/08/2022	08/16/2022		08/16/2022	N
ENF 22-1180	1430 CLEVELAND ST	RESOLVED	CLOSED	08/18/2022	08/18/2022		08/18/2022	Y
ENF 22-1193	620 GRAND AVE	INSPECTED PROPERTY	CLOSED	08/22/2022	08/30/2022		08/30/2022	N
ENF 22-1195	1110 ADAMS ST	RESOLVED	CLOSED	08/23/2022	08/30/2022		08/30/2022	N
ENF 22-1214	1000 HANOVER ST	COMPLAINT LOGGED	CLOSED	07/22/2022	07/22/2022		08/30/2022	N
ENF 22-1241	108 N CHIPMAN ST	INSPECTED PROPERTY	CLOSED	08/31/2022	08/31/2022		08/31/2022	COMM
ENF 22-0603	326 S DEWEY ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/16/2022	08/23/2022	09/06/2022		N

09/01/22

Code Enforcement Activity

14/21

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0611	827 MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/06/2022		V.L.
ENF 22-0658	313 LAFAYETTE BLVD	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/17/2022	08/23/2022	09/06/2022		N
ENF 22-0664	602 N SHIAWASSEE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/18/2022	08/30/2022	09/06/2022		VAC
ENF 22-0715	216 S ELM ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/24/2022	08/30/2022	09/06/2022		VAC
ENF 22-0759	1046 PEARCE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/31/2022	08/23/2022	09/06/2022		VAC
ENF 22-0766	433 E MASON ST	INSPECTED PROPERTY	RE-OPENED	06/01/2022	08/30/2022	09/06/2022		Y
ENF 22-0782	305 GENESEE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	06/06/2022	08/23/2022	09/06/2022		VAC
ENF 22-0789	1122 S CEDAR ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	06/06/2022	08/23/2022	09/06/2022		VAC
ENF 22-1188	1431 CLEVELAND ST	LETTER SENT	RECHECK SCHEDULED	08/22/2022	08/29/2022	09/06/2022		N
ENF 22-1194	1149 S SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/22/2022	08/30/2022	09/06/2022		N
ENF 22-0608	915 CORUNNA AVE	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/13/2022		VAC
ENF 22-0614	731 W STEWART ST	REF TO MOW CONTRACTOR	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/13/2022		N
ENF 22-0622	1260 ADAMS ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/13/2022		N
ENF 22-0628	319 E MAIN ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/13/2022		N
ENF 22-0634	1601 YOUNG ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	08/30/2022	09/13/2022		N
ENF 22-0640	823 TRACY ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/17/2022	08/30/2022	09/13/2022		N
ENF 22-0649	1444 W KING ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/17/2022	08/30/2022	09/13/2022		N
ENF 22-0668	MONROE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/18/2022	08/30/2022	09/13/2022		N
ENF 22-0801	1404 S CHIPMAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/07/2022	08/30/2022	09/13/2022		VAC

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1235	310 W WILLIAMS ST	LETTER SENT	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/13/2022		N
ENF 22-1238	320 N DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/13/2022		Y
ENF 22-1239	905 DINGWALL DR	LETTER SENT	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/13/2022		N
ENF 22-1161	208 STATE ST	LETTER SENT	RECHECK SCHEDULED	08/16/2022	08/30/2022	10/06/2022		N
Total Entries				38				
MISC.								
ENF 22-1087	810 S WASHINGTON ST	RESOLVED	CLOSED	08/01/2022	08/01/2022		08/01/2022	N
ENF 22-1145	1303 N HICKORY ST	INSPECTED PROPERTY	CLOSED	08/15/2022	08/22/2022		08/22/2022	N
ENF 22-1208	110 ELLIOT ST	RESOLVED	CLOSED	08/24/2022	08/24/2022		08/24/2022	Y
ENF 22-0298	109 N BALL ST	INSPECTED PROPERTY	CONTACT PROPERTY MANAGER	03/15/2022	08/01/2022	09/08/2022		N
ENF 21-1779	524 HARRISON AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2021	08/30/2022	10/04/2022		VAC
ENF 22-0328	1005 N SAGINAW ST	INSPECTED PROPERTY	LETTER SENT	03/17/2022	08/30/2022	10/26/2022		Y
Total Entries				6				
MULTIPLE VIOLATIONS								
ENF 22-0235	725 DIVISION ST	RESOLVED	CLOSED	03/03/2022	08/22/2022		08/22/2022	Y
ENF 22-0343	725 N DEWEY ST	RESOLVED	CLOSED	03/22/2022	08/25/2022		08/25/2022	N
ENF 22-0768	521 JEROME AVE	INSPECTED PROPERTY	CLOSED	06/01/2022	08/30/2022		08/30/2022	Y
ENF 22-0887	122 S HOWELL ST	INSPECTED PROPERTY	CLOSED	06/16/2022	08/11/2022		08/11/2022	N
ENF 22-0978	718 N DEWEY ST	INSPECTED PROPERTY	CLOSED	06/30/2022	08/22/2022		08/22/2022	N
ENF 22-1009	144 N CHESTNUT ST	RESOLVED	CLOSED	07/13/2022	08/03/2022		08/03/2022	N
ENF 22-1019	625 WOODLAWN AVE	RESOLVED	CLOSED	07/18/2022	08/16/2022		08/16/2022	N
ENF 22-1065	318 N DEWEY ST	RESOLVED	CLOSED	07/27/2022	08/10/2022		08/10/2022	Y
ENF 22-1067	538 W STEWART ST	CONTACT WITH OWNER	CLOSED	07/27/2022	08/11/2022		08/11/2022	N

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1070	925 HAMPTON AVE	RESOLVED	CLOSED	07/27/2022	08/11/2022		08/11/2022	N
ENF 22-1076	526 S CHIPMAN ST	LETTER SENT	CLOSED	08/01/2022	08/01/2022		08/04/2022	N
ENF 22-1084	731 W STEWART ST	RESOLVED	CLOSED	08/01/2022	08/16/2022		08/16/2022	Y
ENF 22-1085	1432 CLEVELAND ST	RESOLVED	CLOSED	08/01/2022	08/23/2022		08/23/2022	N
ENF 22-1099	1434 PEARCE ST	RESOLVED	CLOSED	08/03/2022	08/17/2022		08/17/2022	N
ENF 22-1105	634 ALGER AVE	RESOLVED	CLOSED	08/04/2022	08/16/2022		08/16/2022	N
ENF 22-1111	819 E COMSTOCK ST	RESOLVED	CLOSED	08/08/2022	08/15/2022		08/15/2022	Y
ENF 22-1113	801 N HICKORY ST	RESOLVED	CLOSED	08/08/2022	08/15/2022		08/15/2022	N
ENF 22-1127	309 N HICKORY ST	INSPECTED PROPERTY	CLOSED	08/10/2022	08/18/2022		08/18/2022	Y
ENF 22-1140	604 E NORTH ST	RESOLVED	CLOSED	08/15/2022	08/31/2022		08/31/2022	N
ENF 22-1146	634 N WASHINGTON ST	RESOLVED	CLOSED	08/15/2022	08/22/2022		08/22/2022	N
ENF 22-1155	417 N WATER ST	RESOLVED	CLOSED	08/15/2022	08/15/2022		08/15/2022	Y
ENF 22-1169	301 STRATFORD DR	RESOLVED	CLOSED	08/17/2022	08/29/2022		08/29/2022	N
ENF 22-1179	500 S CHIPMAN ST	RESOLVED	CLOSED	08/18/2022	08/29/2022		08/29/2022	Y
ENF 21-1592	321 E STEWART ST	INSPECTED PROPERTY	PENDING 1ST TICKET	10/19/2021	08/04/2022	09/01/2022		Y
ENF 22-0238	824 E MAIN ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	03/03/2022	08/22/2022	09/06/2022		N
ENF 22-1205	916 MILWAUKEE ST	LETTER SENT	RECHECK SCHEDULED	08/24/2022	08/24/2022	09/06/2022		Y
ENF 22-1215	821 STATE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/25/2022	08/30/2022	09/06/2022		N
ENF 22-1217	813 DIVISION ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2022	08/29/2022	09/06/2022		N
ENF 21-0966	817 ISHAM ST	INSPECTED PROPERTY	FINAL NOTICE	06/28/2021	08/18/2022	09/07/2022		VAC
ENF 21-1821	407 N SAGINAW ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2021	08/10/2022	09/07/2022		N
ENF 22-0035	819 W MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/11/2022	08/03/2022	09/07/2022		COMM

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0518	115 W KING ST	INSPECTED PROPERTY	2ND NOTICE SENT	04/28/2022	08/17/2022	09/07/2022		Y
ENF 22-1135	853 GRAND AVE	INSPECTED PROPERTY	LETTER SENT	08/11/2022	08/31/2022	09/07/2022		Y
ENF 22-1236	1415 LYNN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/31/2022	08/31/2022	09/07/2022		N
ENF 20-0411	1311 MACK ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	06/29/2020	08/31/2022	09/08/2022		N
ENF 21-1509	1405 W MAIN ST	INSPECTED PROPERTY	FINAL NOTICE	09/28/2021	08/18/2022	09/08/2022		N
ENF 21-1916	509 MILWAUKEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/29/2021	08/24/2022	09/08/2022		Y
ENF 22-0090	802 E OLIVER ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/28/2022	08/11/2022	09/08/2022		N
ENF 22-0883	300 S CHIPMAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	06/15/2022	08/18/2022	09/08/2022		Y
ENF 22-0925	1108 MEADOW DR	INSPECTED PROPERTY	REF TO CITY ATTY	06/22/2022	08/11/2022	09/08/2022		VAC
ENF 22-1093	505 S LYON ST	LETTER SENT	2ND NOTICE SENT	08/02/2022	08/29/2022	09/08/2022		Y
ENF 22-1174	1018 ADA ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/17/2022	08/30/2022	09/08/2022		N
ENF 22-1197	316 OAKWOOD AVE	INSPECTED PROPERTY	INSPECTED PROPERTY	08/23/2022	08/30/2022	09/08/2022		Y
ENF 19-0751	1013 W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/23/2019	08/16/2022	09/12/2022		COMM
ENF 22-0083	410 S WASHINGTON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/26/2022	08/10/2022	09/12/2022		N
ENF 22-1060	912 KENWOOD DR	INSPECTED PROPERTY	RECHECK SCHEDULED	07/26/2022	08/11/2022	09/12/2022		N
ENF 22-1110	812 DIVISION ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/08/2022	08/30/2022	09/12/2022		N
ENF 22-0535	409 GROVER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/03/2022	08/17/2022	09/13/2022		N
ENF 22-1150	328 S DEWEY ST	LETTER SENT	2ND NOTICE SENT	08/15/2022	08/31/2022	09/13/2022		N
ENF 22-1190	1214 PEARCE ST	LETTER SENT	PARTIALLY RESOLVED	08/22/2022	08/30/2022	09/13/2022		Y
ENF 21-1884	328 PRINDLE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/17/2021	08/31/2022	09/14/2022		N
ENF 22-0393	821 FLETCHER ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	04/01/2022	08/29/2022	09/14/2022		N
ENF 22-0356	503 MILWAUKEE ST	INSPECTED PROPERTY	PENDING 2ND TICKET	03/25/2022	08/31/2022	09/15/2022		N

Code Enforcement Activity

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0387	556 RANDOLPH ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/30/2022	08/15/2022	09/15/2022		N
ENF 22-0421	901 N SHIAWASSEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	04/11/2022	08/22/2022	09/15/2022		Y
ENF 22-0450	1210 MACK ST	INSPECTED PROPERTY	1ST TICKET ISSUED	04/19/2022	08/18/2022	09/15/2022		N
ENF 22-1172	1431 W KING ST	INSPECTED PROPERTY	LETTER SENT	08/17/2022	08/31/2022	09/15/2022		N
ENF 21-1562	316 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/11/2021	08/18/2022	09/19/2022		COMM
ENF 21-1749	715 E MASON ST	INSPECTED PROPERTY	EXTENSION GRANTED	11/16/2021	08/22/2022	09/19/2022		N
ENF 21-0942	612 GRAND AVE	INSPECTED PROPERTY	PENDING 2ND TICKET	06/24/2021	08/30/2022	09/20/2022		N
ENF 22-1072	307 CORUNNA AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/28/2022	08/22/2022	09/20/2022		VAC
ENF 20-0182	1210 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	05/11/2020	08/25/2022	09/21/2022		N
ENF 21-0802	419 HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2021	08/31/2022	09/22/2022		VAC
ENF 21-1095	433 E MASON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/20/2021	08/24/2022	09/22/2022		Y
ENF 20-1016	119 W EXCHANGE	INSPECTED PROPERTY	LETTER SENT	12/07/2020	08/31/2022	09/26/2022		COMM
ENF 21-1440	320 CASS ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	09/14/2021	08/31/2022	09/29/2022		N
ENF 20-0917	117 W EXCHANGE ST	INSPECTED PROPERTY	LETTER SENT	11/03/2020	08/30/2022	10/05/2022		N
ENF 21-1578	201 ROBBINS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/14/2021	08/30/2022	10/10/2022		COMM
ENF 21-1715	1005 W STEWART ST	CONTACT WITH OWNER	RECHECK SCHEDULED	11/08/2021	08/25/2022	10/25/2022		N
ENF 22-0690	820 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	05/19/2022	08/22/2022	10/31/2022		N

Total Entries	70
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NO BUILDING PERMIT

ENF 22-0964	625 ALGER AVE	LETTER SENT	RECHECK SCHEDULED	06/29/2022	08/30/2022	09/28/2022		N
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Total Entries	1
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NO POOL PERMIT

09/01/22

Code Enforcement Activity

19/21

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0449	402 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	04/19/2022	08/17/2022	09/19/2022		N
Total Entries				1				
PLUMBING VIOLATIONS								
ENF 22-1052	712 CORUNNA AVE	CONTACT WITH OWNER	CLOSED	07/25/2022	08/11/2022		08/11/2022	N
Total Entries				1				
RENTAL REGISTRATION								
ENF 22-0953	508 E COMSTOCK ST	RENTAL REG FORM SUBMITTED	CLOSED	06/28/2022	07/06/2022		08/01/2022	Y
ENF 22-1209	821 STATE ST	CONTACT WITH OWNER	CLOSED	08/25/2022	08/29/2022		08/29/2022	N
ENF 22-0908	721 N CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/20/2022	08/22/2022	09/25/2022		Y
ENF 22-1225	430 E COMSTOCK ST	COMPLAINT LOGGED	LETTER SENT	08/29/2022	08/29/2022	10/01/2022		Y
Total Entries				4				
ROW VIOLATIONS								
ENF 22-0799	1101 RIVERSIDE DR	INSPECTED PROPERTY	CLOSED	06/07/2022	08/05/2022		08/05/2022	N
ENF 22-1041	751 WOODLAWN AVE	RESOLVED	CLOSED	07/20/2022	08/01/2022		08/01/2022	N
ENF 22-1045	653 WOODLAWN AVE	RESOLVED	CLOSED	07/20/2022	08/10/2022		08/10/2022	N
ENF 22-1098	713 N BALL ST	RESOLVED	CLOSED	08/03/2022	08/10/2022		08/10/2022	N
ENF 22-1049	414 CASS ST	CONTACT WITH OWNER	RECHECK SCHEDULED	07/21/2022	08/08/2022	09/08/2022		N
ENF 22-1010	120 N HOWELL ST	LETTER SENT	RECHECK SCHEDULED	07/13/2022	08/30/2022	09/15/2022		N
Total Entries				6				
TEMPORARY STRUCTURES								
ENF 21-0337	1432 LYNN ST	RESOLVED	CLOSED	03/03/2021	08/18/2022		08/18/2022	N
ENF 22-1120	1036 PEARCE ST	RESOLVED	CLOSED	08/09/2022	08/23/2022		08/23/2022	N
ENF 21-0380	924 GRACE ST	INSPECTED PROPERTY	1ST TICKET ISSUED	03/11/2021	08/17/2022	09/07/2022		N

09/01/22

Code Enforcement Activity

20/21

AUGUST 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0236	726 GRAND AVE	INSPECTED PROPERTY	LETTER SENT	03/03/2022	08/22/2022	09/12/2022		N
ENF 21-1643	501 ABBOTT ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/26/2021	08/24/2022	09/21/2022		N
ENF 22-0305	914 E MASON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/15/2022	08/15/2022	03/06/2023		N
Total Entries				6				
TREES HANGING OVER ROW								
ENF 22-1164	738 LINGLE AVE	RESOLVED	CLOSED	08/16/2022	08/25/2022		08/25/2022	N
ENF 22-0783	1217 PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/06/2022	08/22/2022	09/07/2022		VAC
Total Entries				2				
VACANT STRUCTURES								
ENF 20-0961	805 E EXCHANGE ST	INSPECTED PROPERTY	CLOSED	11/13/2020	08/30/2022		08/30/2022	VAC
ENF 20-0758	1434 PEARCE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/18/2020	08/31/2022	09/12/2022		VAC
ENF 20-0755	220 CARMODY ST	INSPECTED PROPERTY	DEMO NOTICE	09/18/2020	08/23/2022	09/22/2022		VAC
Total Entries				3				
VISIBILITY								
ENF 22-1114	418 CASS ST	RESOLVED	CLOSED	08/08/2022	08/25/2022		08/25/2022	N
Total Entries				1				
WINDOWS								
ENF 21-1756	322 STATE ST	INSPECTED PROPERTY	CLOSED	11/18/2021	08/22/2022		08/22/2022	Y
Total Entries				1				
ZONING								
ENF 22-0980	215 OAKWOOD AVE	OBTAINED PERMIT	CLOSED	06/30/2022	08/22/2022		08/22/2022	N
ENF 22-1069	417 N WATER ST	RESOLVED	CLOSED	07/27/2022	08/04/2022		08/04/2022	Y

Code Enforcement Activity

AUGUST 2022

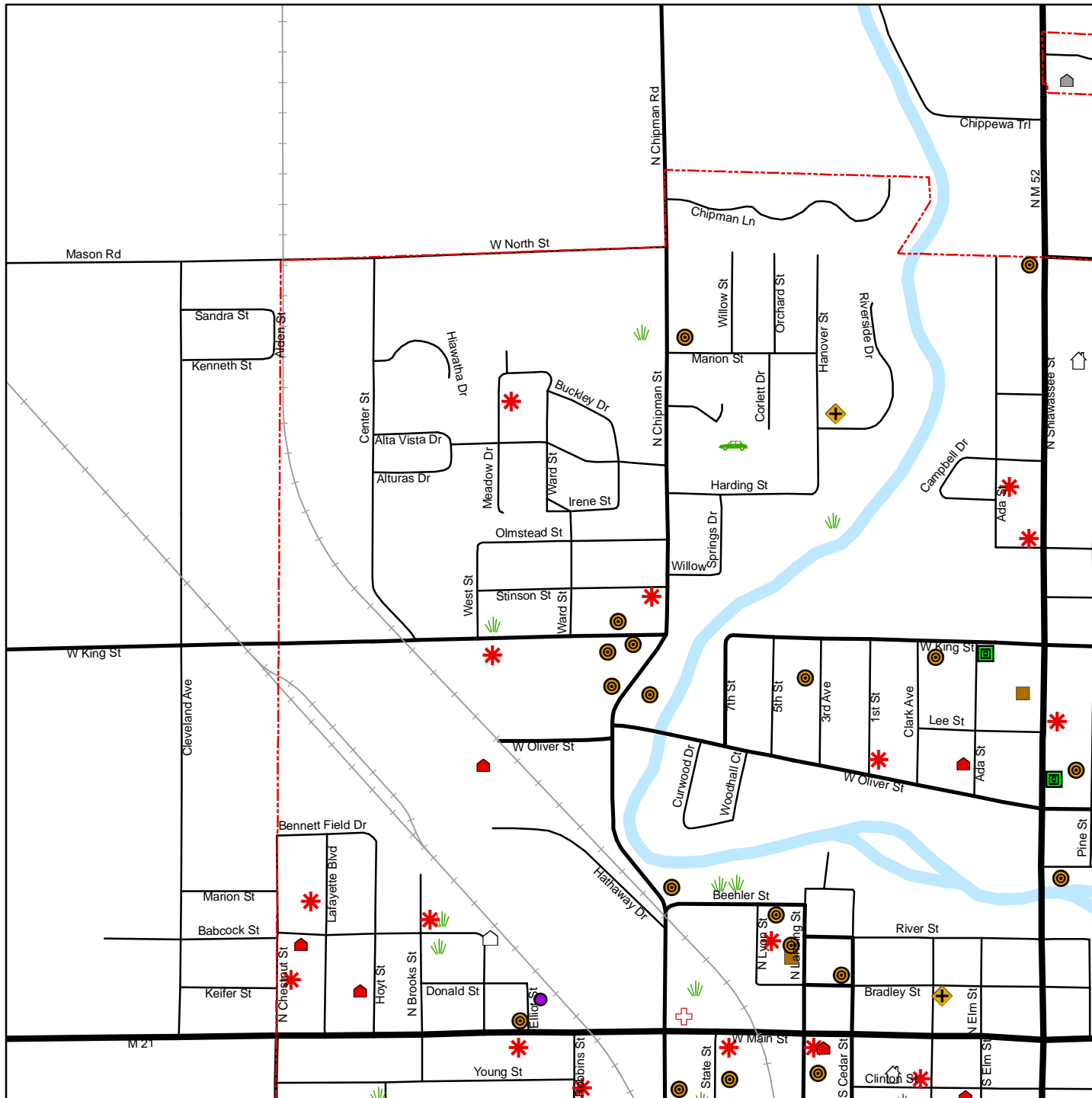
Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0866	415 STATE ST	INSPECTED PROPERTY	FINAL NOTICE	10/20/2020	08/22/2022	09/26/2022		COMM
Total Entries				3				
Total Records:		383				Total Pages:	21	

City of Owosso

Code Enforcement Activity

August 2022

NW Quadrant



Category

- Accessory Structures
- Brush
- Building Violation
- Exterior Paint/Siding
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Lawn Maintenance
- Misc.
- Multiple Violations
- ROW Violations
- Vacant Structures

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



City of Owosso

Code Enforcement Activity

August 2022

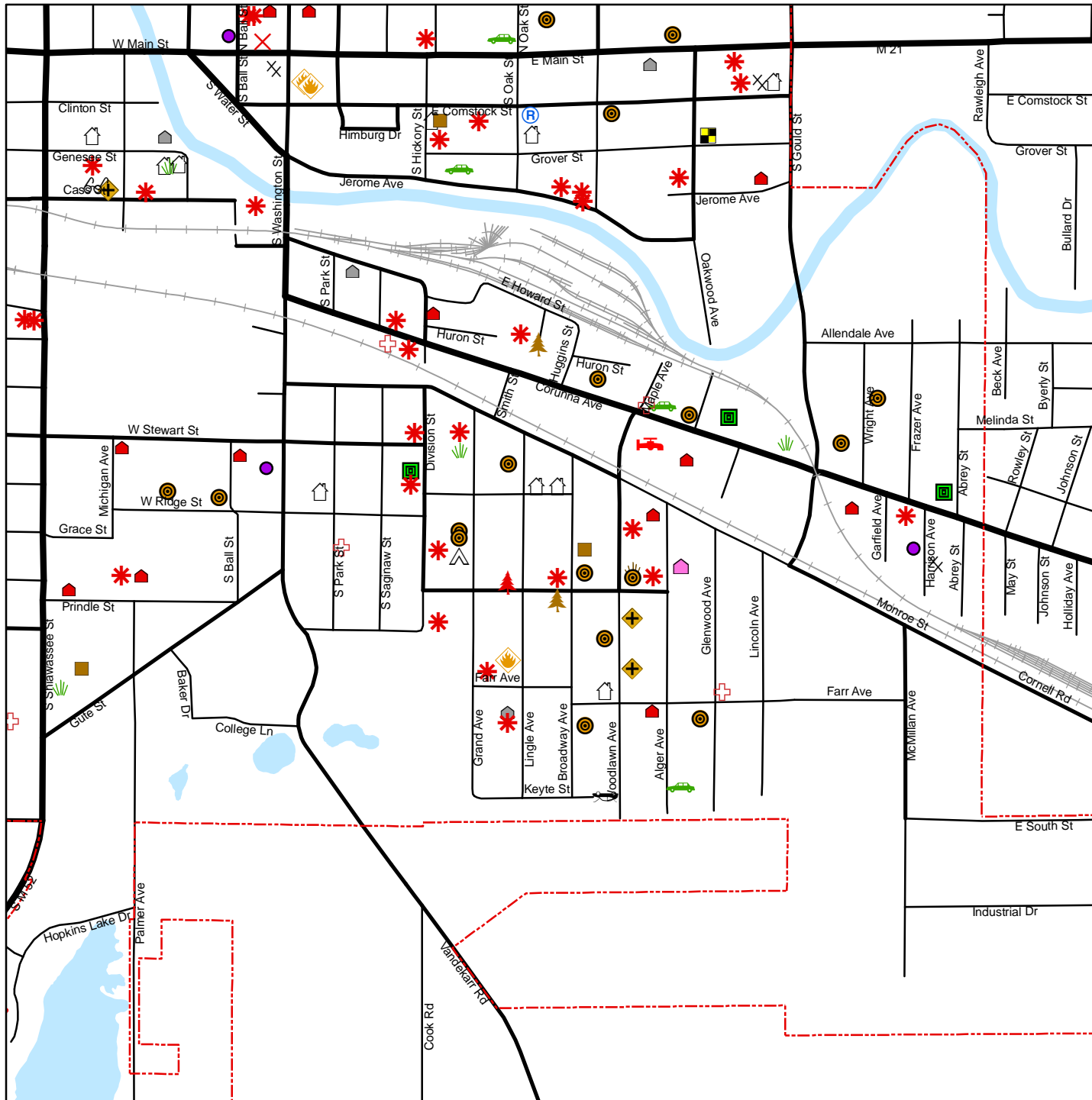
SE Quadrant

Category

- Accessory Structures
- Auto Repair/Junk Vehicle
- Brush
- Building Violation
- Dead Tree
- Demo By Neglect
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Lawn Maintenance
- Misc.
- Multiple Violations
- No Building Permit
- Plumbing Violations
- Rental Registration
- ROW Violations
- Temporary Structures
- Trees Hanging Over Row
- Visibility
- Zoning

Other Features

- City Limit
- Railroads
- River & Lakes

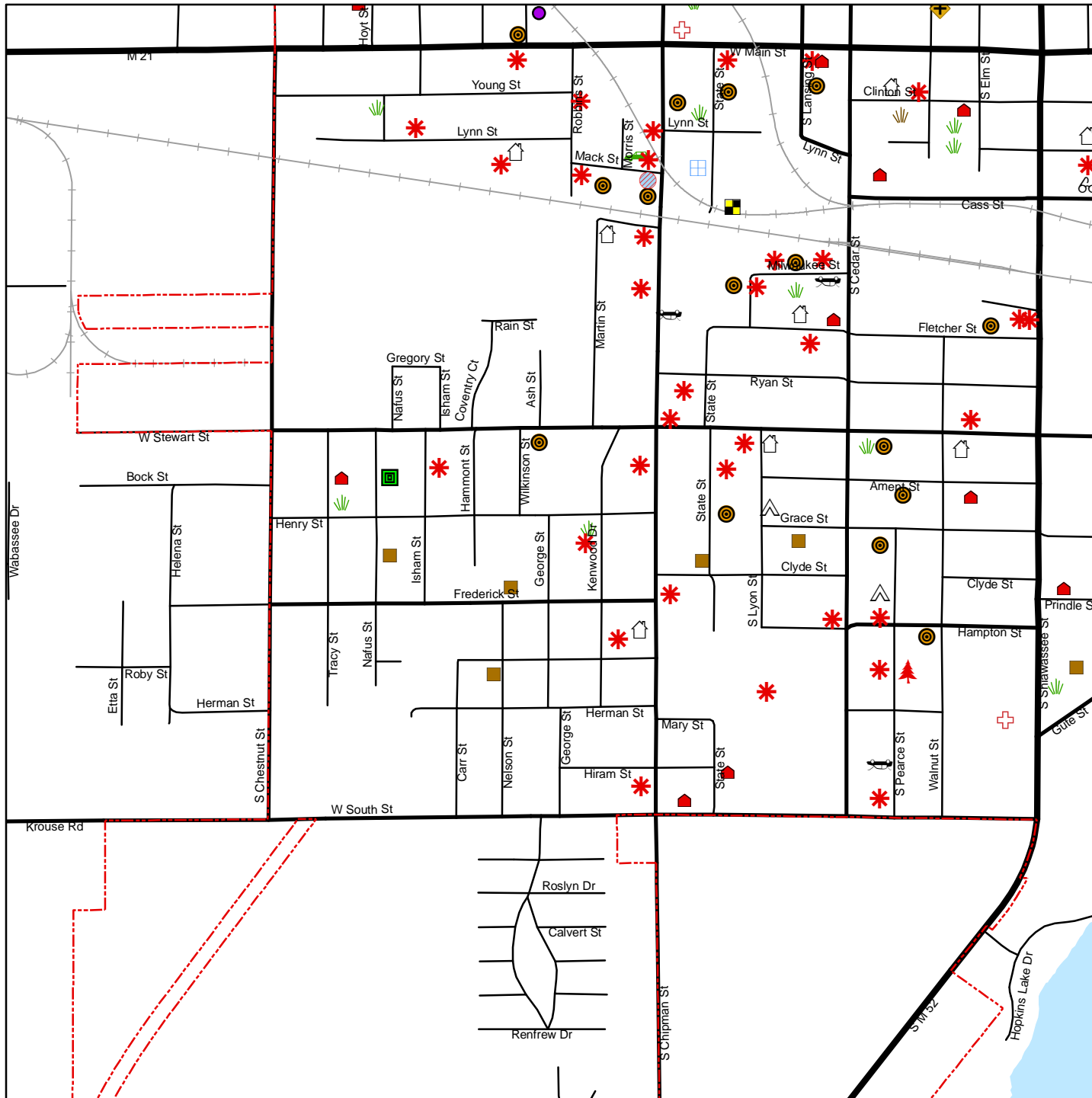


City of Owosso

Code Enforcement Activity

August 2022

SW Quadrant



Monthly Inspection List

AUGUST 2022

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections:

40

HARRIS, JON

ELECTRICAL INSPECTOR

Total Inspections:

26

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections:

64

FREEMAN, GREG

CODE ENFORCEMENT

Total Inspections:

233

MAYBAUGH, BRAD

CODE ENFORCEMENT

Total Inspections:

216

Grand Total Inspections:

579

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
ADULT USE RECREATIONAL RETAIL													
1	0	0	0	1	0	1	0	0	0	0	0	3	
\$5,000				\$5,000		\$5,000							\$15,000
BENTLEY PARK RENTAL													
16	1	6	10	6	5	6	6	0	0	0	0	56	
\$425		\$25	\$200	\$250	\$175	\$100	\$175	\$250					\$1,600
GROWER LICENSE													
0	0	1	0	0	0	0	0	0	0	0	0	1	
\$5,000												\$5,000	
HARMON PATRIDGE PARK RENTAL													
8	0	2	6	10	12	16	10	0	0	0	0	64	
\$200		\$100	\$150	\$250	\$350	\$550	\$275						\$1,875
MOBILE FOOD VENDING				FOOD TRUCK LICENSE									
0	0	0	1	1	0	0	0	0	0	0	0	2	
			\$150	\$150								\$300	
PARK VENDOR LICENSE				FOOD VENDOR LICENSE									
0	0	1	0	0	0	0	0	0	0	0	0	1	
			\$100									\$100	
PROVISIONING CENTER													
1	0	0	0	1	0	1	0	0	0	0	0	3	
\$5,000				\$5,000		\$5,000							\$15,000
RECREATIONAL GROW													
0	0	0	0	0	0	1	0	0	0	0	0	1	
						\$5,000							\$5,000
Rental				- RENEWALS -									
1	4	0	0	1	2	0	2	0	0	0	0	10	
\$50		\$75		\$25		\$50		\$100					\$300
RENTAL REGISTRATIONS				- NEW -									
3	5	0	0	5	4	0	2	0	0	0	0	19	
\$75		\$150		\$125		\$100		\$25					\$475
RESIDENTIAL DESIGNATED PARKING													

0	0	0	0	0	1	0	0	0	0	0	0	1	
					\$840								\$840
<hr/>													
30	10	11	18	25	25	25	19	0	0	0	0	163	
\$10,750	\$250	\$400	\$550	\$10,725	\$1,440	\$15,725	\$650						\$45,490



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580

MEMORANDUM

DATE: September 1, 2022

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: August 2022 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for August 2022. The Owosso Fire Department responded to 291 incidents in the month of August.

OFD responded to 19 fire calls and responded to 272 EMS calls.

Previous Month ▾

Aug 1, 2022 - Aug 31, 2022 ▾

6%

FIRE

Percentage of Total Incidents

94%

EMS

Percentage of Total Incidents

291

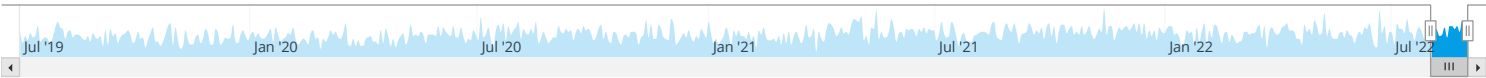
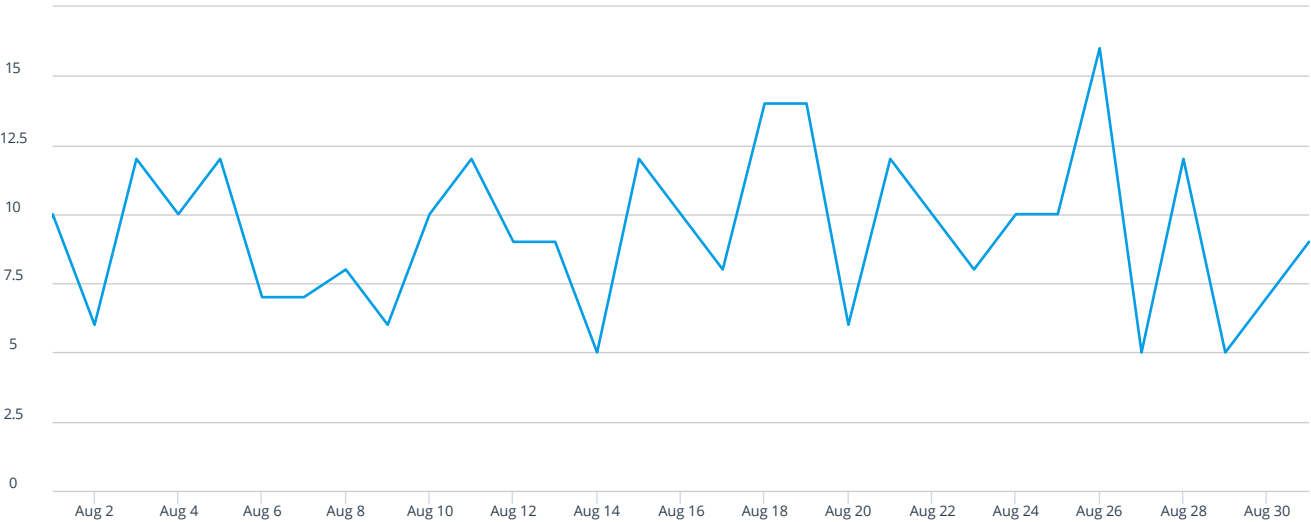
INCIDENTS

In Selected Time Slice

31

DAYS

In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	10/2/22	10/9/22	10/16/22	10/23/22	10/30/22	Total
(14) Natural vegetation fire	1													1
(30) Rescue, emergency medical call (EMS), other					1									1
(31) Medical assist		1												1
(32) Emergency medical service (EMS) incident	55	54	73	69	20									271
(42) Chemical release, reaction, or toxic condition			2											2
(44) Electrical wiring/equipm. problem	5	2	1											8
(55) Public service assistance				1										1
(61) Dispatched and canceled en route	2	1												3
(70) False alarm and false call, other				1										1
(73) System or detector malfunction	1	1												2
Total	64	59	76	71	21									291



Regular Meeting of the Owosso Historical Commission

Minutes of September 12, 2022 – 6:00 P.M. at Owosso City Hall

PRESIDING OFFICER: Chair Dave Acton

MEMBERS PRESENT: Commissioners Deb Adams, Gary Wilson, Sue Osika, Chair Dave Acton, Vice Chair Mark Erickson.

MEMBERS ABSENT: Commissioner Troy Dodge,

OTHERS PRESENT: Amy Fuller and Denice Grace

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

APPROVE MINUTES – August 8, 2022

Motion by Commissioner Osika to approve minutes as presented, supported by Commissioner Wilson.

Passed by voice vote.

APPROVE AGENDA – September 12, 2022

Motion by Commissioner Wilson to approve agenda as presented, supported by Commissioner Erickson.

Passed by voice vote.

ITEMS OF BUSINESS

1. Gould House Landscaping:

The Commissioner reviewed quotes for landscaping at the Gould House. Commissioner Wilson asked that the landscaper not use Round Up. Potential repairs to the fence following the landscaping was discussed. Amy will communicate with Peterson to keep the peonies and quince shrubs.

- a. Motion by Osika to hire Peterson Landscaping for \$3,875.
- b. Supported by Commissioner Erickson.
- c. Passed by voice vote.

2. Gould House/S.A.C. Museum Display:

Commissioner Wilson presented a plan for using the first floor of the Gould House as museum and event space. The plan includes accepting exhibit materials from the SAC on permanent loan and continuing to catalog and organize the existing collection.

- a. Motion by Osika to accept the plan with the elimination of item 11 (b) and to authorize the expense of \$500 from the Gould House Maintenance budget.
- b. Supported by Commissioner Adams.
- c. Passed by voice vote.

3. Gould House Apartments:

Amy reported on past due rent for one of the Gould House apartments. Chairman Acton shared that sending a Notice to Quit would give the tenant 30 days to bring the rent current.

- a. Motion by Osika to send a Notice to Quit.
- b. Supported by Erickson.
- c. Passed by voice vote.

4. Castle 100th Anniversary:

Commissioner Adams reported on the anniversary committee's recent meeting. Possible events being planned include partnering with the Writers Guild, an event at the SRI, a Princess Tea event, a movie at the Lebowsky, a holiday party and signage near the Castle. The Commission discussed the budget. Amy will meet with Commissioners Erickson and Adams to start working on a budget.

5. Financial Review and Discussion

Amy reviewed financial reports for the current fiscal year and the end of the last fiscal year. She also reported that the website had expired. Discussion on the website followed.

- a. Motion by Erickson to spend \$275 from the operating supplies line item for renewing the website
- b. Supported by Wilson.
- c. Passed by voice vote.

Amy shared an invoice from the Michigan Museum Association had arrived for annual dues.

- a. Motion by Wilson to suspend membership.
- b. Supported by Osika.
- c. Passed by voice vote.

Denice Grace provided a financial report on the Castle. Castle revenue was higher than average for August. Denice shared that the Midnight Market helped, with around 500 visitors that day.

PUBLIC COMMENT PERIOD

None.

COMMISSIONER COMMENTS

Commissioner Action asked Cora Walby to introduce herself. Cora is a new volunteer for the Owosso Historic Commission.

STAFF REPORT AND PROJECT UPDATES

None

ADJOURNMENT

Commissioner Osika moved to adjourn the meeting. Commissioner Wilson supported. Voice vote was unanimous to adjourn the meeting at 7:14 P.M.

Respectfully submitted by:
Amy Fuller, Assistant City Manager