

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 17, 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 OCTOBER 3, 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. Proposed Special Assessment District No. 2022-103 – Hazards & Nuisances. Conduct a public hearing for the purpose of receiving citizen comment regarding proposed Special Assessment District No. 2022-103, Hazards & Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances.
Master Plan Implementation Goals: 1.1, 1.10, 1.12

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Traffic Control Order – Ball Street Block Party Permission. Approve request from Rachel Ewald, Private Citizen, for a partial street closure on North Ball Street between Galusha Street and North Street for the Ball Street Block Party on October 29, 2022 from 12:00 pm to 2:00 pm, waive the insurance and authorize Traffic Control Order No. 1487 formalizing the action.
Master Plan Implementation Goals: 1.7, 1.17, 4.2, 4.6, 5.9, 5.12
2. Contract Amendment – Demolition of 1122 S Cedar Street and 917 S Park Street. Approve Amendment No. 1 to the contract with Smalley Construction, Inc. for demolition of the structures at

1122 S Cedar Street and 917 S Park Street extending the completion deadline to December 9, 2022 due to delays with utility disconnects and asbestos surveys.

3. Contract Change Order – Demolition of 1122 S Cedar Street and 917 S Park Street. Approve Change Order No. 1 to the contract with Smalley Construction, Inc. for demolition of the structures at 1122 S Cedar Street and 917 S Park Street increasing the contract cost to \$16,755.00 for asbestos removal.
4. Professional Utility Engineering Services – Water & Wastewater Services Agreement. Approve four (4) agreements for professional engineering services with Tetra Tech, Orchard, Hiltz & McClement (OHM) Advisors, Jones & Henry and Fishbeck.
5. Owosso Main Street/DDA Huntington Bank Account Signatories. Consider resolution to update the signatories on Owosso Main Street/Owosso Downtown Development Authority's Huntington Bank account.
6. Purchase Authorization – Road Salt. Authorize the purchase of road salt from Detroit Salt Company, LLC under State of Michigan contract No. 1800000000768 in the amount of \$90,552.00 for 1,400 tons of road salt at \$64.68/ton seasonal fill, to be delivered as needed for the 2022-2023 contract period.
7. Revolving Loan Fund-Grant – Barrister Brewery. Approve the Revolving Loan Fund grant application for 902 W. Main Street for \$20,745.00 to DMBA Owosso, LLC for the purpose of architectural and fire suppression costs associated with a mixed-use building.
8. Revolving Loan Fund-Loan – Shi-Sportsplex (Cool Kids, LLC). Approve the Revolving Loan Fund loan application for 201 S. Washington Street for \$50,000.00 to Shi-Sportsplex, LLC, for the purpose of property expansion costs associated with retail space and studio.

ITEMS OF BUSINESS

1. DDA/OMS Bylaw Amendments. Consider approval of the proposed amendments to the Downtown Development Authority/Owosso Main Street bylaws.

COMMUNICATIONS

1. Tanya S. Buckelew, Planning & Building Director. September 2022 Building Department Report.
2. Tanya S. Buckelew, Planning & Building Director. September 2022 Code Violations Report.
3. Tanya S. Buckelew, Planning & Building Director. September 2022 Inspections Report.
4. Tanya S. Buckelew, Planning & Building Director. September 2022 Certificates Issued Report.
5. Kevin D. Lenkart, Public Safety Director. September 2022 Fire Report.
6. Zoning Board of Appeals. Minutes of September 20, 2022.
7. Owosso Historic District Commission. Minutes of September 21, 2022.
8. WWTP Review Board. Minutes of September 27, 2022.
9. Parks & Recreation Commission. Minutes of September 28, 2022.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, November 07, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026

Building Board of Appeals – Alternate - term expires June 30, 2024
Building Board of Appeals – Alternate - term expires June 30, 2025
Downtown Historic District Commission – term expires June 30, 2023
Downtown Historic District Commission - term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2025
Owosso Historical Commission – 2 terms expire December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Shiawassee District Library Board – term expires June 30, 2023

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on October 17, 2022. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, October 17, 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/85121205082?pwd=aThVWwXKbnROb2hBbXFoRGJSQThPUT09>
- **Meeting ID: 851 2120 5082**
- **Password: 643117**
- **One tap mobile**

+16465588656,,85121205082#,,,,*643117# US (New York)

+16469313860,,85121205082#,,,,*643117# 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 October 17, 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>

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.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF OCTOBER 3, 2022
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: FATHER MICHAEL BASSETT
ST. GEORGE ORTHODOX CHURCH

PLEDGE OF ALLEGIANCE: COUNCILMEMBER NICHOLAS L. PIDEK

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 Councilmember Pidek to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 19, 2022

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of September 19, 2022 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Marlene Webster, County Commissioner District 1, provided an update of recent events at the County. She indicated that ground had been broken on the new veteran's services office, the Commission is looking for a new County Coordinator, and the project to renovate the courthouse will begin next year requiring all offices to move out of the building.

Eddie Urban, 601 Glenwood Avenue, spoke about a large hole near the railroad tracks and the 3-way stop on Glenwood Avenue. He said someone could be hurt if they stepped in it. He also said that he was in the process of taking down all of the maple trees on his property because of all of the damage they can cause. Lastly, he noted that he is confused about when he should put his brush out to the curb.

Linda Haddix, 2450 Krouse Road Lot 455, said she had previously addressed the Council about her vehicle being towed. She said she requested a copy of the non-preference towing contract but had yet to receive anything. She went on to say that she feels the City discriminated against her when her vehicle was towed by a company other than the one she requested. She also said that the company that did perform the service severely overcharged her. She threatened to go to the media if she didn't receive a copy of the contract.

Mayor Pro-Tem Osika congratulated Pastor Marlene Webster for celebrating the 10-year anniversary of the Owosso City Church.

CONSENT AGENDA

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

Proposed Special Assessment District No. 2022-103 – Hazards & Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, October 17, 2022 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2022-103, Hazards & Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances as follows:

RESOLUTION NO. 151-2022

SPECIAL ASSESSMENT DISTRICT NO. 2022-103 HAZARDS AND NUISANCES

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, October 17, 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:

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

PARCEL #	PROPERTY ADDRESS	SERVICE	TOTAL DUE
050-250-000-008-00	602 N SHIAWASSEE ST	CLEAN	\$311.17
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$246.17
050-660-001-009-00	616 LEE ST	CLEAN	\$178.09
050-660-022-004-00	216 S ELM ST	CLEAN	\$130.41
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$267.62
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$218.09
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$282.68
050-250-000-041-00	622 PINE ST	CLEAN	\$292.06
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$284.70
050-622-003-002-00	1008 S CEDAR ST	CLEAN	\$1,191.67
050-580-000-065-00	800 E MAIN ST	CLEAN	\$200.24
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$229.14
050-470-024-001-00	300 W MAIN ST	CLEAN	\$406.54
050-180-004-020-00	326 S DEWEY ST	CLEAN	\$265.46
050-180-004-020-00	326 S DEWEY ST	CLEAN	\$154.22
050-114-006-001-00	1122 S CEDAR ST	CLEAN	\$1,603.70
050-250-000-008-00	602 N SHIAWASSEE ST	CLEAN	\$381.11
050-420-011-011-00	719 BROADWAY AVE	MISC	\$379.29
050-470-024-001-00	300 W MAIN ST	SNOW	\$251.93
050-070-008-001-00	1102 S SHIAWASSEE ST	SNOW	\$137.84
050-070-008-004-00	1118 S SHIAWASSEE ST	SNOW	\$165.69
050-710-001-012-00	915 CORUNNA AVE	SNOW	\$272.64
050-710-001-012-00	915 CORUNNA AVE	SNOW	\$379.37
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-010-016-010-00	623.5 ALGER AVE	WEEDS	\$132.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-010-004-003-00	837 GLENWOOD AVE	WEEDS	\$147.00
050-651-006-011-00	305 GENESEE ST	WEEDS	\$132.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00

PARCEL # (continued)	PROPERTY ADDRESS	SERVICE	TOTAL DUE
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-180-004-020-00	326 S DEWEY ST	WEEDS	\$53.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$53.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$38.00
050-603-002-011-00	1444 W KING ST	WEEDS	\$38.00
050-602-006-009-00	823 TRACY ST	WEEDS	\$68.00
050-710-001-012-00	915 CORUNNA AVE	WEEDS	\$53.00
050-652-008-004-00	808 DIVISION ST	WEEDS	\$38.00

\$10,862.83

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 assessment 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, October 17, 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.

4. The City Treasurer is directed to write-off the following hazards and nuisances charges, consisting of unpaid invoices that are unable to be leined due to the State of Michigan tax sale process:

INV #	SRVC CODE	PARCEL #	NAME	AMOUNT
5726	WEEDS	050-651-007-001-00	309 GREEN ST	\$132.00
5737	WEEDS	050-546-000-014-00	1443 LYNN ST	\$132.00
5748	WEEDS	050-310-002-003-00	900 ADA ST	\$132.00
5749	WEEDS	050-651-000-020-91	524 S WASHINGTON ST	\$162.00
5752	WEEDS	050-652-010-024-00	917 S PARK ST	\$147.00
5804	CLEAN	050-010-015-009-00	631 GLENWOOD AVE	\$424.59
5832	WEEDS	050-651-007-001-00	309 GREEN ST	\$132.00
5837	WEEDS	050-546-000-014-00	1443 LYNN ST	\$132.00
5845	WEEDS	050-652-010-024-00	917 S PARK ST	\$147.00

INV #	SRVC CODE	PARCEL #	NAME	AMOUNT
5849	WEEDS	050-651-000-020-91	524 S WASHINGTON ST	\$162.00
5853	WEEDS	050-546-000-014-00	1443 LYNN ST	\$132.00
5866	WEEDS	050-652-010-024-00	917 S PARK ST	\$147.00
5870	WEEDS	050-546-000-014-00	1443 LYNN ST	\$132.00
5871	WEEDS	050-651-007-001-00	309 GREEN ST	\$132.00
6221	CLEAN	050-652-010-024-00	917 S PARK ST	\$185.99
6354	CLEAN	050-652-010-024-00	917 S PARK ST	\$130.24
6396	CLEAN	050-652-010-024-00	917 S PARK ST	\$130.24
				<u>\$2,692.06</u>

Master Plan Implementation Goals: 1.1, 1.10, 1.12

Non-Profit Organization Recognition Request - Owosso Baseball and Softball Association.

Approve local governing body resolution recognizing Owosso Baseball and Softball Association as a non-profit organization operating in the City of Owosso for the purpose of obtaining a charitable gaming license from the State of Michigan Lottery as follows:

RESOLUTION NO. 152-2022

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

The Owosso City Council hereby approves the request of the Owosso Sports Boosters, Inc. asking they be recognized as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan.

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

Name	Board/Commission	Term Expires
Patrick Bradley*	Firemen's Memorial Steering Committee	09-01-2023
Daniel Law*	Firemen's Memorial Steering Committee	09-01-2023
Mary Reid Long*	Firemen's Memorial Steering Committee	09-01-2023
Sarah Moorodian*	Firemen's Memorial Steering Committee	09-01-2023
Teresa Schneider*	Firemen's Memorial Steering Committee	09-01-2023
Travis Schneider*	Firemen's Memorial Steering Committee	09-01-2023
Ross Stanley*	Firemen's Memorial Steering Committee	09-01-2023
Lance Little	Owosso Historical Commission Filling unexpired term of B. Galloway	12-31-2023

* Indicates reappointment

Street Closure Request - Open Streets Owosso. Approve request from Shiawassee Family YMCA for the closure of several streets in the downtown for the Open Streets Owosso – 2022 event on Saturday, October 8, 2022 from 9:00 a.m. to 3:30 p.m. and authorize Traffic Control Order No. 1483 formalizing the action.

Master Plan Implementation Goals: 1.7, 1.17, 4.2, 4.6, 5.9, 5.12

Street Closure Request - 2022 Oktoberfest Beer Run. Waive the insurance requirement, approve request from Shiawassee Regional Chamber of Commerce for the closure of Jerome Street at S. Washington Street for the 2022 Oktoberfest Beer Run on Saturday, October 8, 2022 from 7:00 a.m. to 10:00 a.m. and authorize Traffic Control Order No. 1484 formalizing the action.

Master Plan Implementation Goals: 1.7, 1.17, 4.2, 4.6, 5.9, 5.12

Parking Lot Closure Request - Crossfit Games Permission. Approve request from Eric Lab for the closure of a portion of the Comstock Lot (Lot #10) for the Crossfit Games on Saturday, October 15, 2022 from 10:00 a.m. to 6:00 p.m. and authorize Traffic Control Order No. 1485 formalizing the action.

Master Plan Implementation Goals: 1.7, 1.17, 4.2, 4.6, 5.9, 5.12

Street Closure Request – Owosso High School 2022 Homecoming Parade. Approve request from Owosso High School Assistant Principal Steve Irelan for closure of the streets listed on the application from 5:30 p.m.- 6:30 p.m. on Friday, October 7, 2022 for the annual High School Homecoming parade and approve Traffic Control Order No. 1461 formalizing the action.

Master Plan Implementation Goals: 1.7, 4.2, 4.6, 5.12

***Purchase Authorization - Public Safety Vehicle Equipment Changeover.** Waive competitive bidding requirements, authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in the new police utility vehicle in the amount of \$12,420.00, and further authorize payment to the vendor upon satisfactory completion of the work as follows:

RESOLUTION NO. 153-2022

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE L.L.C. FOR REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT IN A NEW POLICE VEHICLE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased a new police vehicle that needs to have equipment and DVR cameras installed in it; and

WHEREAS, the new vehicle will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding.

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 contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, purchase, and installation of public safety equipment in new City Police vehicle in the amount of \$12,420.00.

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

in the form attached, Contract for Services between the City of Owosso, Michigan and Mid Michigan Emergency Equipment Sales and Service L.L.C.

THIRD: the Accounts Payable Department is hereby authorized to issue payment to Mid Michigan Emergency Equipment Sales and Service L.L.C. in the amount of \$12,420.00 upon delivery of the equipment and satisfactory completion of the work.

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

Master Plan Implementation Goals: 3.2

***Professional Services Agreement – Underwriter/Placement Agent/Municipal Advisor.** Authorize professional services agreements with MFCI, LLC, in an amount not to exceed \$46,537.50, to serve as Underwriter/Placement Agent/Municipal Advisor associated with two separate revenue bond issuances associated with the 2023 Clean Water State Revolving Loan Fund projects and further authorize payment to the firm for services rendered in accordance with the agreement as follows:

RESOLUTION NO. 154-2022

AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH MFCI, LLC TO SERVE AS UNDERWRITER/PLACEMENT AGENT/MUNICIPAL ADVISOR FOR 2023 BOND ISSUANCES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain the services of an underwriter/placement agent/municipal advisor for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and waste water treatment plant infrastructure improvement projects involving the issuance of debt; and

WHEREAS, MFCI, LLC is a Michigan independent financial services company qualified to provide said services; and

WHEREAS, the employment of professional services is an exception to competitive bidding per Section 2-346(2) of the City of Owosso Code of Ordinances.

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

FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to enter into a professional service agreement with MFCI, LLC to provide underwriter/placement agent/municipal advisor services associated with two separate revenue bond issuances involving the State of Michigan Drinking Water Revolving Loan Fund Program and Clean Water State Revolving Fund Program.

SECOND: the mayor and city clerk are instructed and authorized to sign a professional service agreement between the City of Owosso and MFCI, LLC, substantially as attached, estimated at \$46,537.50, for two separate revenue bond issuances.

THIRD: the accounts payable department is authorized to pay MFCI, LLC up to the amount of \$46,537.50 upon successful closing of the bond issuances.

FOURTH: the above expense shall be paid from the Water Fund 591.200.801.000 and Waste Water Treatment Fund 599.200.801.000.

Master Plan Implementation Goals: 3.4, 3.7, 3.8, 6.6

***Professional Services Agreement – Bond Counsel.** Authorize a professional services agreement with Dickinson Wright PLLC in an amount not to exceed \$54,750.00 to serve as Bond Counsel associated with two separate revenue bond issuances associated with the State of Michigan Drinking Water Revolving Loan Fund and Clean Water State Revolving Loan Fund programs and further authorize payment to the firm for services rendered in accordance with the agreement as follows:

RESOLUTION NO. 155-2022

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS WITH
DICKINSON WRIGHT PLLC
TO SERVE AS BOND COUNSEL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain bond counsel for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and waste water treatment infrastructure improvement projects involving the issuance of debt; and

WHEREAS, Dickinson Wright PLLC is a full service law firm with multiple offices in Michigan that is qualified to provide said services; and

WHEREAS, the employment of professional services is an exception to competitive bidding per Section 2-346(2) of the City of Owosso Code of Ordinances.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to enter into a professional service agreement with Dickinson Wright PLLC to serve as bond counsel associated with two separate revenue bond issuances involving the State of Michigan Drinking Water Revolving Loan Fund Program and Clean Water State Revolving Fund Program.
- SECOND: the mayor and city clerk are instructed and authorized to sign the documents substantially in form attached as Professional Services Agreements between the City of Owosso and Dickinson Wright PLLC estimated at \$54,750.
- THIRD: the accounts payable department is authorized to pay Dickinson Wright PLLC for work satisfactorily completed at a cost estimated at \$54,750 under said professional services agreements.
- FOURTH: the above expense shall be paid from the Water Fund 591.200.801.000 and Waste Water Treatment Plant Fund 599.200.801.000.

Master Plan Implementation Goals: 3.4, 3.7, 3.8, 6.6

***Professional Services Agreement – Private Credit Assessment Services.** Approve professional services agreement with S&P Global Ratings for the provision of two private credit assessments associated with the Drinking Water State Revolving Loan Fund Program and the Clean Water State Revolving Fund Program applications in the amount of \$30,000.00, and further approve payment to the firm upon satisfactory completion of the contracted tasks as follows:

RESOLUTION NO. 156-2022

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
S&P GLOBAL RATINGS
FOR CREDIT ASSESSMENT SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a resolution of intent to issue revenue bonds per Public Act 94 of 1933, as amended; and

WHEREAS, the city is applying to the Drinking Water State Revolving Loan Fund program and Clean Water State Revolving Fund program for the purchase of said revenue bonds by the state of Michigan; and

WHEREAS, these state of Michigan programs require municipalities to include private credit assessments with their applications; and

WHEREAS, professional services are exempt from the city's adopted purchasing ordinance; and

WHEREAS, S & P Global Ratings provides such service that meets the requirements of the state of Michigan programs.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to waive competitive bidding requirements and enter into a professional service agreement with S&P Global Rating to provide two private credit assessments for two separate revenue bond issuances involving the State of Michigan Drinking Water Revolving Loan Fund Program and Clean Water State Revolving Fund Program.

SECOND: the contract between the city of Owosso and S & P Global Ratings shall be in the form of a city purchase order.

THIRD: the accounts payable department is authorized to pay S&P Global Ratings for work satisfactorily completed at a cost estimated at \$30,000 under the terms of said professional services agreement.

FOURTH: the above expense shall be paid from the Water Fund 591.200.801.000 and WWTP Fund 599.548.801.000.

Master Plan Implementation Goals: 3.4, 3.7, 3.8, 6.6

***Check Register – September 2022.** Affirm check disbursements totaling \$3,759,289.75 through September 29, 2022.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

None.

COMMUNICATIONS

Nathan Henne, City Manager. Towing contract information.
Scott Newman, Downtown Historic District Commission. Letter of Resignation.
Gary Wilson, Downtown Historic District Commission. Letter of Resignation.
Gary Wilson, Historical Commission. Letter of Resignation.
Jamie Semans, Shiawassee District Library Board. Letter of Resignation.
Brad A. Barrett, Finance Director. Financial Report – August 2022.
Downtown Development Authority/Main Street. Minutes of August 9, 2022.
Downtown Development Authority/Main Street. Minutes of September 14, 2022.
Zoning Board of Appeals. Minutes of September 20, 2022.
Historic District Commission. Minutes of September 21, 2022.
Wastewater Treatment Plant Review Board. Minutes of September 27, 2022.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, said he has tickets to the Renaissance Festival if anyone wants them.

Richard Maurer, 619 N. Shiawassee Street, asked if the results of the audit of the All Star towing contract were available.

Linda Haddix, 2450 Krouse Road Lot 455, asked why All Star Towing would only accept cash as payment from her when she knows that they accept credit cards. She also mentioned again that she would like a copy of All Star's contract with the City.

City Manager Henne noted that the contract and his report on the All Star contract are available on the City's website.

NEXT MEETING

Monday, October 17, 2022

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2024
Building Board of Appeals – Alternate - term expires June 30, 2025
Downtown Historic District Commission – term expires June 30, 2023
Downtown Historic District Commission - term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2025
Owosso Historical Commission – 2 terms expire December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Shiawassee District Library Board – term expires June 30, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2024

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 7:47 p.m.

Motion supported by Councilmember Fear 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.



Memo reprinted from
the meeting of
October 3, 2022

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

MEMORANDUM

DATE: October 3, 2022

TO: Owosso City Council

FROM: Katherine Fagan, City Treasurer

RE: Hazards and Nuisances Special Assessment Roll

Over the course of the year, the City takes action to alleviate nuisances and hazards to the public that exist on private property. The charges for these actions are invoiced to the owner of record for the property. Once a year, per section 28-10.5 of the Code, any charges left unpaid shall be established as liens to the affected property. Once the lien is established I would be authorized to add the amount of the invoices to the tax roll.

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in December of 2021. It lists the invoice numbers, the due date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

Also, attached you will find a list of parcels which were invoiced during the year and were sold at the August or September State tax sale. The State's tax sale process removes any outstanding balances owed on a property and as such the amounts invoiced to each parcel will need to be written off upon council approval. Also included on this list are invoices that need to be written off due to clerical error or inability to collect.

The process for establishing a lien is handled via special assessment. Initially, the list of outstanding invoices is presented to Council with a request to set a public hearing. Upon this action, letters are sent to the affected property owners informing them of the City's intent to lien their property if the invoice(s) remains unpaid. They then have the opportunity to protest the proposed action at the public hearing. At the conclusion of the public hearing the Council can accept the roll as presented, make amendments to the roll, or hold off on action all together (though this is not recommended).

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for October 17, 2022, to receive citizen comment regarding this roll, and approve writing off the attached write off list. An updated list of unpaid invoices to be added to the tax roll will be provided to you at the public hearing.

RESOLUTION NO.

**AUTHORIZING THE ROLL FOR
SPECIAL ASSESSMENT DISTRICT NO. 2022-103, HAZARDS & NUISANCES**

WHEREAS, the Council, after due and legal notice, has met and [there being no one to be heard](#), motion by _____ to adopt Special Assessment Resolution No. 2 for the annual hazards & nuisances roll, as follows:

PARCEL #	PROPERTY ADDRESS	SERVICE	TOTAL DUE
050-250-000-008-00	602 N SHIAWASSEE ST	CLEAN	\$311.17
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$246.17
050-660-001-009-00	616 LEE ST	CLEAN	\$178.09
050-660-022-004-00	216 S ELM ST	CLEAN	\$130.41
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$267.62
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$218.09
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$282.68
050-250-000-041-00	622 PINE ST	CLEAN	\$292.06
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$284.70
050-622-003-002-00	1008 S CEDAR ST	CLEAN	\$1,191.67
050-580-000-065-00	800 E MAIN ST	CLEAN	\$200.24
050-430-000-027-00	603 CORUNNA AVE	CLEAN	\$229.14
050-470-024-001-00	300 W MAIN ST	CLEAN	\$406.54
050-180-004-020-00	326 S DEWEY ST	CLEAN	\$265.46
050-180-004-020-00	326 S DEWEY ST	CLEAN	\$154.22
050-114-006-001-00	1122 S CEDAR ST	CLEAN	\$1,603.70
050-250-000-008-00	602 N SHIAWASSEE ST	CLEAN	\$381.11
050-420-011-011-00	719 BROADWAY AVE	MISC	\$379.29
050-470-024-001-00	300 W MAIN ST	SNOW	\$251.93
050-070-008-001-00	1102 S SHIAWASSEE ST	SNOW	\$137.84
050-070-008-004-00	1118 S SHIAWASSEE ST	SNOW	\$165.69
050-710-001-012-00	915 CORUNNA AVE	SNOW	\$272.64
050-710-001-012-00	915 CORUNNA AVE	SNOW	\$379.37
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-010-016-010-00	623.5 ALGER AVE	WEEDS	\$132.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-010-004-003-00	837 GLENWOOD AVE	WEEDS	\$147.00
050-651-006-011-00	305 GENESEE ST	WEEDS	\$132.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00

PARCEL #	PROPERTY ADDRESS	SERVICE	TOTAL DUE
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-470-024-001-00	300 W MAIN ST	WEEDS	\$162.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$132.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$147.00
050-180-004-020-00	326 S DEWEY ST	WEEDS	\$53.00
050-113-003-005-00	827 MILWAUKEE ST	WEEDS	\$53.00
050-390-004-012-00	1260 ADAMS ST	WEEDS	\$38.00
050-603-002-011-00	1444 W KING ST	WEEDS	\$38.00
050-602-006-009-00	823 TRACY ST	WEEDS	\$68.00
050-710-001-012-00	915 CORUNNA AVE	WEEDS	\$53.00
050-652-008-004-00	808 DIVISION ST	WEEDS	\$38.00
			<u>\$10,862.83</u>

and

WHEREAS, the Council deems said Special Assessment Roll- Hazards and Nuisances to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances of said properties.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said Special Assessment Roll-Hazards and Nuisances as prepared by the City Assessor in the amount of \$10,862.83 is hereby confirmed and shall be known as Special Assessment Roll-Hazards and Nuisances No. 2022-103.
2. Said Special Assessment Roll-Hazards and Nuisances No. 2022-103 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



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

MEMORANDUM

DATE: October 10, 2022

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1487

Rachel Ewald, private citizen, is requesting a partial street closure for the Ball Street Block Party.
The insurance waiver is requested for this event.

LOCATION:

North Ball Street between Galusha Street and North Street

DATE:

October 29, 2022

TIME:

12:00 pm – 2:00 pm

The Public Safety Department has issued Traffic Control Order #1487 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.:

1487

DATE:

10-10-2022

TIME:

11:15 am

REQUESTED BY:

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL:

Partial Street Closure

LOCATION OF CONTROL:

North Ball Street between Galusha Street and North Street

EVENT/DATE:

Ball Street Block Party

October 29, 2022

12:00 pm - 2:00 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



APPLICATION FOR USE OF
PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: Rachel Ewald Date: 10-4-22

Primary Contact: _____ Title: _____

Address: 1323 N. Ball St
Owosso

Phone: 989 598 4356 Email: Rmcint03@gmail.com

Requested Date(s): 10-29-22 Requested Hours: 12pm-2pm

Area Requested (Parking Lot - Parade Route): N Ball St. from North St to
Galusha

Name of event and detailed description of the use for which the request is made: N- Ball St. Block
Party. Neighbors getting together & doing fall activities w/
the kids

- ☒ NA Attach copies of any rules or policies applicable to persons participating in the event.
- ☒ Attach a map of the route with any barricades marked that are required for street/lot closure.
- ☐ A Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event or activity in the minimum amount of \$1,000,000 per occurrence. Coverage shall be endorsed to name the City of Owosso as additional insured and be primary and non-contributory to any other insurance the City has.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director; WCIA - Chairperson



N. Ball St.
between Galusha & North St.



MEMORANDUM

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

DATE: October 10, 2022

TO: Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Contract Amendment No. 1 – Deadline Extension of the Demolition of 1122 S Cedar Street and 917 S Park Street

RECOMMENDATION:

Recommend Council approve Contract Amendment No. 1 for the demolition of the houses at 1122 S Cedar Street and 917 S Park Street with Smalley Construction, Inc. 1223 Locust Street, Jackson, Michigan be completed by December 10, 2022.

BACKGROUND:

On August 15, 2022, City Council approved the contract with Smalley Construction, Inc. for \$15,600.00 and a deadline of October 10, 2022 to complete the demolition.

Consumers Energy disconnect process took longer than expected as did the asbestos surveys. The gas and electric have now been disconnected. The asbestos survey was completed. The contractor will be able to begin once this is approved and the 10-day notification with the DEQ is met.

FISCAL IMPACTS:

The project is funded in the General Fund 101-370-818.000. **NOTE: No change in cost**

RESOLUTION NO.

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 1
WITH SMALLEY CONSTRUCTION, INC. FOR
THE DEMOLITION OF THE STRUCTURES AT 1122 S CEDAR STREET AND
917 S PARK STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Smalley Construction, Inc. on August 15, 2022 for the demolition of the houses at 1122 S Cedar Street and 917 S Park Street to be completed by October 10, 2022; and

WHEREAS, as of October 10, 2022, Consumer Energy disconnects are now completed and the City has received the asbestos survey; and

WHEREAS, Smalley Construction, Inc. has requested a contract deadline extension to December 9, 2022 to allow for any additional delays and scheduling.

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 extend the contract deadline to demolish the structures located at 1122 S Cedar Street and 917 S Park Street.
- SECOND: The City of Owosso has further determined that it is advisable, necessary and in the public interest to accept the deadline request of December 9, 2022 from Smalley Construction, Inc. for said demolition.
- THIRD: The mayor and city clerk are instructed and authorized to sign the extension document substantially in the form attached, Contract for Demolition of 1122 S Cedar Street and 917 S Park Street with Smalley Construction, Inc.

**AMENDMENT NO. 1 TO THE CONTRACT
FOR DEMOLITION OF 1122 S CEDAR STREET AND 917 S PARK STREET WITH SMALLEY
CONSTRUCTION, INC.**

This amendment is attached and made part of the contract for demolition of 1122 S Cedar Street and 917 S Park Street dated August 15, 2022 between the city of Owosso, Michigan (Owner) and Smalley Construction, Inc. (Contractor).

AMENDMENT NO. 1

CONTRACT AGREEMENT – DEMOLITION OF 1122 S CEDAR STREET AND 917 S PARK STREET

DEADLINE EXTENSION

The deadline to complete the demolition of 1122 S Cedar Street and 917 S Park Street:

December 9, 2022

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date indicated below.

Approved by City Council: October 17, 2022

For the Contractor:

Smalley Construction, Inc.

By: _____

By: _____

Executed: _____, 2022

For the owner:

City of Owosso, Michigan

By: _____
Christopher T. Eveleth, Mayor

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2022



MEMORANDUM

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

DATE: October 10, 2022

TO: Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Change Order No. 1 for the Demolition of 1122 S Cedar Street and 917 S Park Street houses

RECOMMENDATION:

Approval of Change Order No. 1 to the contract for the demolition of 1122 S Cedar Street and 917 S Park Street house with Smalley Construction, Inc. in the amount of \$1,155.00

BACKGROUND:

On August 15, 2022, City Council approved the contract to Smalley Construction, Inc. in the amount of \$15,600.00 for the demolition of 1122 S Cedar Street and 917 S Park Street. Change Order No. 1, an increase of \$1,155.00, is the result of the asbestos removal added costs. Revised total contract cost \$16,755.00.

FISCAL IMPACTS:

The project is funded in the General Fund 101-370-818.000.

RESOLUTION NO.

**AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 TO THE
DEMOLITION OF 1122 S CEDAR STREET AND 917 S PARK STREET
CONTRACT WITH SMALLEY CONSTRUCTION, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Smalley Construction, Inc. on August 15, 2022 for the demolition of the houses at 1122 S Cedar Street and 917 S Park Street; and

WHEREAS, the asbestos abatement survey was completed and the cost to remove asbestos is \$1,155.00; and

WHEREAS, Change Order No. 1 will increase the contract amount to allow for the asbestos removal additional costs and added protections of 1122 S Cedar Street and 917 S Park Street by Smalley Construction, Inc.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the Demolition of 1122 S Cedar Street and 917 S Park Street contract with Smalley Construction, Inc. to remove asbestos.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Change Order No. 1 in the amount of \$1,155.00, an increase to the Contract for Services between the City of Owosso and Smalley Construction, Inc. revising the total current contract amount from \$15,600.00 to \$16,755.00
- THIRD: The accounts payable department is authorized to pay Smalley Construction, Inc. for work satisfactorily completed on the revised contract amount of \$16,755.00
- FOURTH: The above expenses shall be paid from the General Fund 101-370-818.000.

SMALLEY CONSTRUCTION, INC.

1224 Locust St
(844) 757-3366

Jackson, MI 49203
(231) 690-1607 FAX

October 10, 2022

City of Owosso
Michigan Municipal Corporation
Attn: Tanya Buckelew
301 W Main St
Owosso MI 48867

RE: Change Order for Residential Properties
Located at 1122 S Cedar St and 917 S Park St

Tanya

We have received and reviewed our asbestos surveys for the two properties referenced above. Below is our quote for the asbestos abatement that must occur prior to demolition. The previously signed contract from August 2022 will require a change order in the amount below:

Asbestos Abatement of 917 S Park St, Owosso MI **\$ 1,155.00**

- See attached survey.

Asbestos Abatement of 1122 S Cedar St, Owosso MI **\$ 0.00**

- No asbestos identified. See attached survey.

Once we have received an approved change order, we will file our notification immediately for the asbestos abatement of 917 S Park St and demolition of both properties will follow.

If you have any questions, concerns or need additional information please feel free to contact us.

Sincerely,

Joseph P. Smalley

Joseph P. Smalley
President

JPS/smp

**CHANGE ORDER NO. 1 TO THE CONTRACT
FOR DEMOLITION OF 1122 S CEDAR STREET AND 917 S PARK STREET
WITH SMALLEY CONSTRUCTION, INC.**

This change order is attached and made part of the contract for demolition of 1122 S Cedar Street and 917 S Park Street dated August 15, 2022 between the city of Owosso, Michigan (Owner) and Smalley Construction, Inc. (Contractor).

CHANGE ORDER NO. 1

CONTRACT AGREEMENT – DEMOLITION OF 1122 S CEDAR STREET AND 917 S PARK STREET

PROJECT COST INCREASE

The contract cost is to be increased to allow for the asbestos removal additional cost and added protections with Smalley Construction, Inc.

Original Contract Cost	\$15,600.00
------------------------	-------------

Revised Contract Cost	\$16,755.00
-----------------------	-------------

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date indicated below.

Approved by City Council: October 17, 2022

For the Contractor:

Smalley Construction, Inc.

By: _____

By: _____

Executed: _____, 2022

For the Owner:

City of Owosso, Michigan

By: _____
Christopher T. Eveleth, Mayor

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2022



MEMORANDUM

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

DATE: October 17, 2022

TO: Mayor Eveleth and the Owosso City Council

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

SUBJECT: Professional Utility Engineering Services – Water & Wastewater Services Agreements

RECOMMENDATION:

Request council approval of four agreements for professional engineering services with:

1. Tetra Tech (Ann Arbor, MI)
2. Orchard, Hiltz & McClement (OHM) Advisors (Saginaw, MI)
3. Jones & Henry (Kalamazoo, MI)
4. Fishbeck (Lansing, MI)

The above proposed agreements have been approved by the Director of Public Services & Utilities as to substance and form.

BACKGROUND:

On March 17, 2014, City Council approved the Qualification Based Selection (QBS) process for Engineering Services. These services are necessary to support City Utility Staff and the City's Engineering Staff in carrying out the duties and responsibilities for customer services, municipal agreements, and regulatory compliance, where workloads demand the assistance of a consultant's staff and expertise.

City Staff reviewed proposals from interested firms, updated its ranking, and recommend entering into contracts with the four highest ranked firms. C2ae is hereby removed as one of the top firms selected, whereas the other four firms will be issued extended agreements. The term for these agreements will be renewed annually through October 30, 2025.

FISCAL IMPACTS:

City Staff will request individual quotes from the four firms whenever there is a need for a specific service. These quotes will be evaluated and administered in accordance with the City of Owosso's Purchasing Policy.

ATTACHMENTS:

- (1) Resolution for Professional Utility Engineering Services
- (2) Agreement Renewal OHM Advisors
- (3) Agreement Renewal Tetra Tech
- (4) Agreement Renewal Jones & Henry
- (5) Agreement Renewal Fishbeck

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

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
OHM ADVISORS, TETRA TECH, JONES & HENRY, AND FISHBECK**

WHEREAS, the City of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional engineering services for various public improvement projects in the City; and

WHEREAS, a quality based selection process was developed to select qualified engineering firms; and

WHEREAS, OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck have been determined as most qualified to perform engineering services for water and wastewater utilities through this process.

NOW THEREFORE BE IT RESOLVED by the City of Owosso, county of Shiawassee, state of Michigan:

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firms of OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck to provide professional engineering services for future water and wastewater utility projects; and
- SECOND: The Mayor and City Clerk of the City of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit A, Agreement for Professional Engineering Services with OHM Advisors.; and
- THIRD: The Mayor and City Clerk of the City of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit B, Agreement for Professional Engineering Services with Tetra Tech of Michigan, P.C.; and
- FOURTH The Mayor and City Clerk of the City of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C, Agreement for Professional Engineering Services with Jones & Henry Engineers, Ltd.; and
- FIFTH: The Mayor and City Clerk of the City of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit D, Agreement for Professional Engineering Services with Fishbeck.; and
- SIXTH: The Director of Public Services & Utilities of the City of Owosso is hereby instructed to receive cost proposals from each of these four firms for future projects and make recommendation to the City Council for acceptance and award in accordance with the City of Owosso Purchasing Policy for a period renewed annually through October 30, 2025.

EXHIBIT C-J&H-2

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
JONES & HENRY**

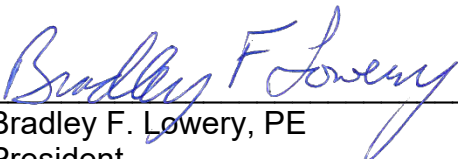
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Jones & Henry" for the term of November 1, 2022 through October 30, 2023.

For the engineer:
Jones & Henry

For the owner:
City of Owosso, Michigan

By: 
Printed Name: Aaron J Davenport, PE
Title: Sr. Vice President

By: _____
Christopher T. Eveleth
Mayor

By: 
Bradley F. Lowery, PE
President

By: _____
Amy K. Kirkland
City Clerk

Executed: ____October 10____, 2022 Executed: _____, 2022

EXHIBIT C-OHM-2

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ORCHARD, HILTZ & MCCLEMENT (OHM)**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with OHM" for the term of November 1, 2022 through October 30, 2023.

For the engineer:
OHM

For the owner:
City of Owosso, Michigan

By: Charles Rolfe, P.E.
Printed Name:
Title: Principal

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: October 1st,
____ DATE _____, 2022

Executed: _____, 2022

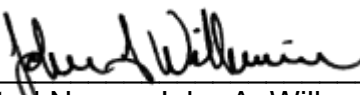
EXHIBIT C-FB-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
WITH FISHBECK**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fishbeck" for the term of November 1, 2022 through October 30, 2023.

For the engineer:
Fishbeck

For the owner:
City of Owosso, Michigan

By: 
Printed Name: John A. Willemin, PE
Title: Senior Vice President/Principal

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: September 30, 2022

Executed: _____, 2022

EXHIBIT C-TT-2

RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
TETRA TECH, INC.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
the day and date noted, renewing the contract "Agreement for Professional Engineering
Services with Tetra Tech" for the term of November 1, 2022 through October 30, 2023.

For the engineer:
Tetra Tech

For the owner:
City of Owosso, Michigan

By: Vic Cooperwasser
Printed Name:
Title: Senior Project Manager

By: _____
Christopher T. Eveleth
Mayor

By: Vic Cooperwasser

By: _____
Amy K. Kirkland
City Clerk

Executed: DATE, 9/30, 2022

Executed: _____, 2022



MEMORANDUM

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

DATE: October 7, 2022
TO: Owosso City Council
FROM: Brad Barrett, Finance Director
SUBJECT: DDA Bank Account Signatories

RECOMMENDATION:

The Finance Department recommends approval to update the signatories on a bank account (*1994) with Huntington Bank by adopting the Resolution to Open and Maintain a Bank Account by a Public Entity.

BACKGROUND:

The Finance Department has begun taking over financial responsibilities associated with Owosso Main Street / Owosso Downtown Development Authority.

At this time, signatories on the Owosso Main Street / Owosso Downtown Development Authority bank account needs to be updated to comply with the Owosso City Charter. As a result, this request will authorize the city clerk, city treasurer and finance director on the organization's Huntington bank account.

FISCAL IMPACTS:

None.

Document originated by:

Attachments: (1) Resolution



Account Number _____

**Copy of Resolution to
Open and Maintain a Bank Account
(Public Entity)**

The undersigned hereby certifies to The Huntington National Bank that: I am the

TREASURER

(insert official title)

and, as such, I am familiar with the records and proceedings of:

OWOSSO MAIN STREET

(insert name of governmental entity)

(the "Public Entity"), a governmental entity duly organized and existing under the laws of the
State of MI

the following is a true, accurate and compared copy of resolutions duly adopted by the Public Entity, and that the resolutions have not been rescinded, modified or revoked and are in full force and effect.

RESOLVED, that:

- (i) The Huntington National Bank (the "Bank"), as a national banking association, is qualified under applicable law and regulations to be a depository for the Public Entity and is hereby designated as a depository of the Public Entity;
- (ii) one or more account(s) may be opened and maintained in the name of the Public Entity, in accordance with the rules and regulations or procedures of the Bank pertaining to such accounts as amended by the Bank from time to time, or as otherwise amended by a written agreement between the Public Entity and Bank;
- (iii) any of the individuals whose names are set forth in (iv), below or, whose genuine signatures appear on separate cards dated and filed with the Bank, (collectively the "Authorized Signatories" and individually an "Authorized Signatory") are hereby authorized to act individually on behalf of the Public Entity and in its name to:
 - a. sign checks, drafts, notes, bills of exchange, acceptances, or other orders for payment of funds from any account maintained by the Public Entity;
 - b. indorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the Public Entity for deposit in any such account, or for collection or discount by the Bank;
 - c. identify, approve and guarantee the indorsements of any and all checks and drafts drawn by the Public Entity;
 - d. waive demand, protest, and notice of protest, or dishonor of any check, draft, note, bill, certificates of deposit or other instruments made, drawn, or indorsed by the Public Entity;
 - e. act for the Public Entity in the transaction of all other business (whether or not it is of the kind, nature or character specified in this certificate) on the Public Entity's behalf with the Bank, including but not limited to executing contracts and delegating person to engage in transaction in connection with such contracts;
 - f. open and maintain an account in the name of the Public Entity (any account so opened shall be bound by the provisions of this certificate);
 - g. certify to the Bank the names of the Authorized Signatories and shall certify such change to the Bank, and the Bank shall be fully protected in relying on such certification, or refusing to honor the signature of any individual not so certified;
 - h. delegate other person(s) to perform any of the foregoing acts;

(iv) Names or Titles of Authorized Signatories:

BRAD BARRETT

AMY KIRKLAND

KATHERINE FAGAN

(When only titles are used, this resolution must be accompanied by an Incumbency Certificate)

FURTHER RESOLVED, that:

(i) the Bank is authorized to honor, receive, certify, or pay all instruments signed in accordance with this certificate even though drawn or indorsed to the order of any Authorized Signatory signing the same, tendered for cash, or in payment of a personal obligation or for deposit into a personal account of said Authorized Signatory and the Bank is not required or obligated to inquire into the circumstances of the issuance or use of any instrument signed in accordance with this certificate, or the application, or disposition of such instrument, or the proceeds thereof;

(ii) overdrafts, if any, shall not be considered to be a loan; and

(iii) the provisions of this certificate shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank and the Bank has a reasonable amount of time to act upon such notice, and that receipt of such notice shall not affect any action taken by the Bank prior thereto.

FURTHER RESOLVED, that the undersigned be, and hereby is, authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in conformity with the laws and regulations governing the Public Entity.

I further certify that there is no provision in the law or regulations governing the Public Entity which limits the power of the Public Entity to pass the foregoing resolutions and that the same are in conformity with the law and regulations governing the Public Entity, have not be modified or rescinded and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ day of _____, 20_____.

Public Official:

Witness:



MEMORANDUM

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

DATE: October 17, 2022
TO: City Council
FROM: Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT: State of Michigan Salt Contract 180000000768

RECOMMENDATION:

Approval of award to Detroit Salt Company, LLC under State of Michigan Contract in the amount of \$90,552.00 for 1400 ton of road salt at \$64.68/ton seasonal fill, to be delivered as needed for the 2022-2023 contract period.

BACKGROUND:

The State of Michigan has taken competitive bids for road salt. The Detroit Salt Company, LLC was the low bidder for 2018. This contract became effective September 1, 2018 and will expire August 31, 2023.

Previous Years' Prices per ton:

2021-2022 - \$53.61/ton

2020-2021 - \$57.64/ton

2019-2020 - \$60.36/ton.

FISCAL IMPACTS:

The above expenses in the amount of \$90,552.00, plus a recommended contingency amount of \$25,872.00 for a total of \$116,424.00 shall be paid from the Local and Major Street Fund accounts 202/203.478.728.000 and State Trunk-line account 202.497.728.000.

Document originated by:

Ryan E. Suchanek
Director, Public Services & Utilities

Attachments: (1) Resolution
(2) MiDeal State Contract
(3) Bulk Salt Usage

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH
THE DETROIT SALT COMPANY, LLC
FOR THE 2022-2023 WINTER SUPPLY OF ROAD SALT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a responsibility to keep its streets safe during the winter months, and that this winter ice control maintenance is advisable, necessary and in the public interest; and

WHEREAS, the most efficient way to remove ice from the streets is the application of road salt onto the icy pavements; and

WHEREAS, in order to obtain the best price for road salt material, it is in the best interest of the City of Owosso to waive competitive bidding requirements and utilize the State of Michigan Contract number 180000000768 effective September 1, 2018, provided by The Detroit Salt Company, LLC for the purchase of road salt at \$64.68 per ton for seasonal delivery as needed bulk.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase 1,400 tons of road salt from The Detroit Salt Company, LLC.
- SECOND: The contract between the City and The Detroit Salt Company, LLC shall be in the form of a Purchase Order, with reference to State of Michigan Contract No. 180000000768.
- THIRD: The accounts payable department is authorized to pay The Detroit Salt Company, LLC for road salt delivered in the amount of \$90,552.00, plus a contingency amount of \$25,872.00 with prior authorization for a total of \$116,424.00.
- FOURTH: The above expenses shall be paid from Local and Major Street Fund and State Trunk-line accounts 202/203.478.728.000 and 202.497.728.000.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
to
Contract Number **180000000768**

CONTRACTOR	DETROIT SALT COMPANY LC	STATE	Program Manager	Justin Droste	MDOT
	12841 Sanders Street			517-636-0518	
	Detroit, MI 48217		Contract Administrator	drostej@Michigan.gov	
	Steve Briggs			Katie McFarland	DTMB
	313-841-5144			517-930-6814	
	sales@detroitssalt.com			mcfarlandk1@michigan.gov	
	CV0040860				

CONTRACT SUMMARY				
BULK SALT, EARLY FILL & SEASONAL BACK-UP-STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 1, 2018	August 31, 2023	5 - 1 Year		August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45				
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
See Section 1.3 Delivery and Acceptance				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$31,926,358.45	\$10,850,036.79		\$42,776,395.24	
DESCRIPTION				
<p>Effective September 1, 2022, this contract is hereby amended to include FY2022-2023 annual road salt pricing which has been attached as Schedule B. The contract value is increased by \$10,850,036.79 to account for State of Michigan anticipated spend.</p> <p>The following amendments are hereby incorporated into the contract.</p> <p>1) Section 1.3 Delivery and Acceptance, Item 1.3.7 Deductions, letter a. is deleted and replaced with:</p> <p> a. All salt must be delivered within the hours identified on the annual bidding document unless alternative times have been mutually agreed. Deliveries outside of the hours identified, or deliveries which extend beyond hours will receive a 25% deduction penalty.</p> <p>2) Section 6. Invoice and Payment, Item 6.1 Invoice requirements is deleted and replaced with:</p> <p> All invoices submitted to the state must include: (a) date; (b) delivery order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) total price; (h) product type, and (i) location delivered. Invoices must only include a single day's delivery tonnage per invoice.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.</p>				

4-Bay	80	Isabella	MiDEAL	SAGINAW CHIPPEWA INDIAN TRIBE	6357 E. Broadway	Mt. Pleasant	MI	48858	(989) 775-5784	750	\$ 63.23	Detroit	\$ 47,422.50	jrayburn@sagchip.org
4-Bay	81	Isabella	MiDEAL	SAGINAW CHIPPEWA INDIAN TRIBE	7377 E. Tomah Rd	Mt. Pleasant	MI	48858	(989) 775-5784	450	\$ 63.23	Detroit	\$ 28,453.50	jrayburn@sagchip.org
4-Bay	82	Isabella	MiDEAL	LAKE ISABELLA, VILLAGE OF	201 S. Coldwater Road	Lake Isabella	MI	48893	(989) 644-8654	150	\$ 63.23	Detroit	\$ 9,484.50	tim@lakeisabellami.org
4-Bay	83	Isabella	MiDEAL	MID MICHIGAN COMMUNITY COLLEGE	2600 S. Summerton	Mt. Pleasant	MI	48858	(989) 386-6654	50	\$ 63.23	Detroit	\$ 3,161.50	dladler@midmich.edu
4-Bay	84	Isabella	MiDEAL	SHEPHERD, VILLAGE OF	208 W. Boulevard	Shepherd	MI	48883	(989) 828-5062	100	\$ 63.23	Detroit	\$ 6,323.00	dpwsteve@yahoo.com
4-Bay	85	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	5891 Old State Road	North Branch	MI	48461	(810) 664-6272	1,000	\$ 63.85	Detroit	\$ 63,850.00	epearson@lcrconline.com
4-Bay	86	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	820 Davis Lake Road	Lapeer	MI	48446	(810) 664-6272	1,500	\$ 63.85	Detroit	\$ 95,775.00	epearson@lcrconline.com
4-Bay	87	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	6710 Webster Road	Imlay City	MI	48444	(810) 664-6272	1,000	\$ 63.85	Detroit	\$ 63,850.00	epearson@lcrconline.com
4-Bay	88	Lapeer	MiDEAL	CLIFFORD, VILLAGE OF	4548 Madison St	Clifford	MI	48727	(989) 761-7003	50	\$ 63.85	Detroit	\$ 3,192.50	cliffordvillageof@yahoo.com
4-Bay	89	Lapeer	MiDEAL	LAPEER, CITY OF	217 Bentley Street	Lapeer	MI	48446	(810) 664-4711	650	\$ 63.85	Detroit	\$ 41,502.50	rslusher@ci.lapeer.mi.us
4-Bay	90	Lapeer	MiDEAL	IMLAY, CITY OF	604 E. First Street	Imlay City	MI	48444	(810) 724-2135	150	\$ 63.85	Detroit	\$ 9,577.50	eprihs@imlaycity.org
4-Bay	91	Lapeer	MiDEAL	ALMONT, VILLAGE OF	413 Spring Street	Almont	MI	48003	(810) 798-8528	100	\$ 63.85	Detroit	\$ 6,385.00	bryandpw@yahoo.com
4-Bay	92	Lapeer	MiDEAL	NORTH BRANCH, VILLAGE OF	4291 MILL STREET	NORTH BRANCH	MI	48461	(810) 688-3410	150	\$ 63.85	Detroit	\$ 9,577.50	dpw@northbranchvillage.org
4-Bay	93	Lapeer	MiDEAL	DRYDEN, VILLAGE OF	5605 Liberty St	Dryden	MI	48428	(810) 796-2207	50	\$ 63.85	Detroit	\$ 3,192.50	hshroyer@villageofdryden.com
4-Bay	94	Midland	MiDEAL	MIDLAND, CITY OF	4811 N Saginaw Road	Midland	MI	46840	(989) 837-3331	2,000	\$ 62.99	Detroit	\$ 125,980.00	cevans@midland-mi.org
4-Bay	95	Midland	MiDEAL	COLEMAN, CITY OF	108 Jackson St.	Coleman	MI	48618	(989) 465-9182	150	\$ 62.99	Detroit	\$ 9,448.50	ecozaat@cityofcoleman.org
4-Bay	96	Midland	MiDEAL	MIDLAND COUNTY ROAD COMMISSION	2334 North Meridian Rd.	Sanford	MI	48657	(989) 687-9060	2,000	\$ 62.99	Detroit	\$ 125,980.00	art@midlandroads.com
4-Bay	97	Saginaw	MiDEAL	SAGINAW VALLEY STATE UNIVERSITY	7400 Bay Road	University Center	MI	48710	(989) 964-4101	50	\$ 56.36	Detroit	\$ 2,818.00	jmwebb@svsu.edu
4-Bay	98	Saginaw	MiDEAL	COVENANT HEALTHCARE	5606 N. Westervelt Sargent Dock	Saginaw	MI	48602	(989) 583-4090	450	\$ 56.36	Detroit	\$ 25,362.00	bscully@chs-mi.com
4-Bay	99	Saginaw	MiDEAL	SAGINAW COUNTY ROAD COMMISSION	3110 Sheridan Ave.	Saginaw	MI	48601	(989) 399-3773	5,000	\$ 56.36	Detroit	\$ 281,800.00	borchardd@scrc-mi.org
4-Bay	100	Saginaw	MiDEAL	SAGINAW COUNTY ROAD COMMISSION	330 Cedar St.	Saginaw	MI	48626	(989) 399-3773	3,000	\$ 56.36	Detroit	\$ 169,080.00	borchardd@scrc-mi.org
4-Bay	101	Saginaw	MiDEAL	SAGINAW COUNTY ROAD COMMISSION	720 Lansing St.	Saginaw	MI	48616	(989) 399-3773	3,000	\$ 56.36	Detroit	\$ 169,080.00	borchardd@scrc-mi.org
4-Bay	102	Saginaw	MiDEAL	FRANKENMUTH, CITY OF	216 W. Schleier	Frankenmuth	MI	48734	(989) 652-3443	350	\$ 56.36	Detroit	\$ 19,726.00	pkerns@frankenmuthcity.com
4-Bay	103	Saginaw	MiDEAL	SAGINAW, CITY OF	1435 S. Washington Ave.	Saginaw	MI	48601	(989) 759-1413	1,500	\$ 56.36	Detroit	\$ 84,540.00	blondon@saginaw-mi.com
4-Bay	104	Saginaw	MiDEAL	MBS INTERNATIONAL AIRPORT COMMISSION	8580 Freeland Rd.	Freeland	MI	48623	(989) 695-9727	50	\$ 56.36	Detroit	\$ 2,818.00	Becker@mbsairport.org
4-Bay	105	Saginaw	MiDEAL	ST. CHARLES, VILLAGE OF	555 ENTREPRENEUR DR	ST. CHARLES	MI	48655	(989) 865-8287	50	\$ 56.36	Detroit	\$ 2,818.00	manager@stcmi.com
4-Bay	106	Saginaw	MiDEAL	BIRCH RUN, VILLAGE OF	12060 Heath Street	Birch Run	MI	48415	(989) 624-5711	200	\$ 56.36	Detroit	\$ 11,272.00	pmoore@villageofbirchrun.com
4-Bay	107	Saginaw	MiDEAL	CHESANING, VILLAGE OF	1105 N. Main St	Chesaning	MI	48616	(989) 845-3800	50	\$ 56.36	Detroit	\$ 2,818.00	dpw@villageofchesaning.org
4-Bay	108	Sanilac	MiDEAL	LEXINGTON, VILLAGE OF	7226 Lester St.	Lexington	MI	48450	(810) 359-8536	50	\$ 58.58	Detroit	\$ 2,929.00	jerscodpw@gmail.com
4-Bay	109	Sanilac	MiDEAL	SANILAC COUNTY ROAD COMMISSION	195 Campbell St.	Sandusky	MI	48471	(810) 648-2185	400	\$ 58.58	Detroit	\$ 23,432.00	rfalls@sanilacroads.com
4-Bay	110	Sanilac	MiDEAL	SANILAC COUNTY ROAD COMMISSION	4087 N. Decker Rd.	Snover	MI	48472	(810) 648-2185	400	\$ 58.58	Detroit	\$ 23,432.00	rfalls@sanilacroads.com
4-Bay	111	Sanilac	MiDEAL	SANILAC COUNTY ROAD COMMISSION	5505 N. Ruth Rd.	Deckerville	MI	48427	(810) 648-2185	500	\$ 58.58	Detroit	\$ 29,290.00	rfalls@sanilacroads.com
4-Bay	112	Sanilac	MiDEAL	SANILAC COUNTY ROAD COMMISSION	5530 Lancaster St.	Croswell	MI	48422	(810) 648-2185	400	\$ 58.58	Detroit	\$ 23,432.00	rfalls@sanilacroads.com
4-Bay	113	Sanilac	MiDEAL	SANILAC COUNTY ROAD COMMISSION	2411 Peck Rd.	Brown City	MI	48416	(810) 648-2185	300	\$ 58.58	Detroit	\$ 17,574.00	rfalls@sanilacroads.com
4-Bay	114	Sanilac	MiDEAL	BROWN CITY	7090 Merrill St	Brown City	MI	48416	(810) 346-2325	200	\$ 58.58	Detroit	\$ 11,716.00	browncty@greatlakes.net
4-Bay	115	Shiawassee	MiDEAL	SHIAWASSEE COUNTY ROAD COMMISSION	701 W Corunna Ave	Corunna	MI	48817	(989) 743-2228	500	\$ 64.68	Detroit	\$ 32,340.00	ccannon@shiawasseeroads.com
4-Bay	116	Shiawassee	MiDEAL	LAINGSBURG, CITY OF	320 Grand River	Laingsburg	MI	48848	(517) 651-6101	150	\$ 64.68	Detroit	\$ 9,702.00	dpw@laingsburg.us
4-Bay	117	Shiawassee	MiDEAL	BYRON, VILLAGE OF	121 N Saginaw St	Byron	MI	48418	(810) 266-5090	50	\$ 64.68	Detroit	\$ 3,234.00	village@byron.org
4-Bay	118	Shiawassee	MiDEAL	DURAND, CITY OF	501 Kent St	Durand	MI	48429	(989) 288-3113	50	\$ 64.68	Detroit	\$ 3,234.00	abisaha@durandmi.com
4-Bay	119	Shiawassee	MiDEAL	DURAND AREA SCHOOLS	9573 Monroe Rd.	Durand	MI	48429	(989) 288-2681	50	\$ 64.68	Detroit	\$ 3,234.00	szanger@durand.k12.mi.us
4-Bay	120	Shiawassee	MiDEAL	PERRY, CITY OF	220 Lamb ST.	Perry	MI	48872	(517) 625-6155	50	\$ 64.68	Detroit	\$ 3,234.00	dpw@perry.mi.us
4-Bay	121	Shiawassee	MiDEAL	OWOSSO, CITY OF	522 milwaukee	owosso	MI	48867	(989) 725-0556	1,400	\$ 64.68	Detroit	\$ 90,552.00	mark.mitchell@ci.owosso.mi.us

The following changes are made and agreed to between the State and Contractor:

#	Contract Section	Current Language prior to this CN	Replaced through this CN																								
1	1.3 Delivery and Acceptance	<i>No current Language here</i>	All quantities delivered must be +/- 10% of the amount indicated on the delivery order for each drop point.																								
2	1.3.1 Time Frames	<p>EARLY FILL TIMEFRAMES</p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. (See Deductions 1.3.7)</p>	<p>EARLY FILL TIMEFRAMES</p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order. MDOT and MiDEAL members have limited resources and equipment for accepting deliveries and this requirement enables us to have resources where needed at the time of delivery. For drop point orders less than or equal to 2500 tons, delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. For drop point orders between 2500 tons and 3750 tons, delivery of a drop point's total quantity must be completed within 15 business days of the date the delivery began. For drop point orders greater than or equal to 3750 tons, delivery of a drop point's total quantity must be completed within 20 business days of the date the delivery began. (See Deductions 1.3.7)</p>																								
2	1.3.1 Time Frames	<p>SEASONAL BACK-UP TIMEFRAMES</p> <p>h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. (See Deductions 1.3.7)</p>	<p>SEASONAL BACK-UP TIMEFRAMES</p> <p>h. All deliveries shall begin within three business days. For drop point orders less than or equal to 750 tons, delivery of a drop point's total quantity must be completed within 5 business days. For drop point orders between 750 tons and 2000 tons, delivery of a drop point's total quantity must be completed within 10 business days. For drop point orders greater than or equal to 2000 tons, delivery of a drop point's total quantity must be completed within 15 business days. All deliveries must meet the percent delivery requirements outlined below.</p> <table border="1"> <thead> <tr> <th colspan="4">Drop Point Order Quantity by Business Day</th></tr> <tr> <th>Business Day</th><th>Less than or equal to 750 tons</th><th>Between 750 tons and 2000 tons</th><th>Greater than or equal to 2000 tons</th></tr> </thead> <tbody> <tr> <td>Day 3</td><td colspan="3">Deliveries must begin</td></tr> <tr> <td>Day 5</td><td>100%</td><td>50%</td><td>30%</td></tr> <tr> <td>Day 10</td><td>N/A</td><td>100%</td><td>60%</td></tr> <tr> <td>Day 15</td><td>N/A</td><td>N/A</td><td>100%</td></tr> </tbody> </table> <p>The day count begins on the first business day after the order is placed. (See Deductions 1.3.7)</p>	Drop Point Order Quantity by Business Day				Business Day	Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons	Day 3	Deliveries must begin			Day 5	100%	50%	30%	Day 10	N/A	100%	60%	Day 15	N/A	N/A	100%
Drop Point Order Quantity by Business Day																											
Business Day	Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons																								
Day 3	Deliveries must begin																										
Day 5	100%	50%	30%																								
Day 10	N/A	100%	60%																								
Day 15	N/A	N/A	100%																								
3	1.3.7 Deductions	<p>EARLY FILL ONLY DEDUCTIONS</p> <p>h. For salt not delivered within 10 business days of the date the delivery began, for the undelivered portion of the salt that is late,</p>	<p>EARLY FILL ONLY DEDUCTIONS</p> <p>h. For salt not delivered within the allotted business days of the date the delivery began, as defined in section 1.3.1 (e) the contractor will be charged \$1000 per business day late.</p>																								

		there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% overall.	
4	1.3.7 Deductions	<p><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></p> <p>i. For any salt not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15th.</p> <p>Example: At the close of business, as listed on the annual bidding document, unless an alternate delivery time has been mutually agreed to, on the third business day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.</p>	<p><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></p> <p>i. For salt not delivered within the allotted business days of the date the order was placed, as defined in section 1.3.1 (h), the contractor will be charged \$1000 per business day late.</p> <p>The receiving location could also choose to notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. If delivery delays are communicated in advance so the agency can plan accordingly, deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15th.</p>
5	1.4.1 Proposal	Contractors selected for the Pre – Qualified Vendor Program will be asked to provide pricing	Contractors selected for the Pre – Qualified Vendor Program will be asked to provide pricing once a year throughout the course of the program, unless a

	Pricing	once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.	<p>Rollover Option is utilized. Prices quoted during the bid process will be firm for that particular year.</p> <p>Rollover Option – Beginning at the close of the 2020 Early Fill and 2021 Seasonal Backup periods, the State reserves the right to negotiate pricing with awarded vendors from prior competitively bid season to “rollover” their awarded locations to the next season if mutual agreement can be reached between the State and Contractor. The maximum timeframe for a rollover is one season, and any locations that are extended through mutual agreement, must be competitively bid the following year.</p>
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MEMORANDUM

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

DATE: October 17, 2022

TO: Owosso City Council

FROM: Beth Kuiper; Executive Director, Owosso Main Street/DDA

SUBJECT: OMS/DDA Revolving Loan Fund – Grant Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan/Grant application for 902 W. Main Street for \$20,745.00 to DBMA Owosso, LLC for the purpose of architectural services and fire suppression costs associated with a mixed-use building.

BACKGROUND:

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.

During their August 22, 2022 the Revolving Loan Committee reviewed and approved The DBMA Owosso, LLC's loan application for activities located within 902 W. Main Street.

During their September 14, 2022 Board Meeting, the OMS/DDA Board of Directors approved the grant for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the City of Owosso's Revolving Loan & Grant fund according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT TO
DBMA OWOSSO, LLC (BARRISTER BREWING)
ASSOCIATED WITH WORK AT 902 W. Main Street**

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 August 18, 2022 a grant application was submitted to OMS/DDA by DBMA OWOSSO, LLC for fire suppression and architectural services located within 902 W. Main Street; and

WHEREAS, on August 22, 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 40 points required for consideration; and

WHEREAS, on September 14, 2022 the OMS/DDA Board of Directors approved the 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 grant in the amount of \$20,745.00 to DBMA OWOSSO, LLC for fire suppression and architectural services for 902 W. Main St. according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.



CITY OF OWOSSO, MICHIGAN
APPLICATION – OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND

301 W Main Street, Owosso, MI | 989.277.1705 | beth.kuiper@ci.owosso.mi.us | www.downtownowosso.org

GRANT APPLICATION

****BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT OMS/DDA (CONTACT INFO IS LISTED ABOVE). THE OMS/DDA BUSINESS VITALITY COMMITTEE WILL OFFER FREE ASSISTANCE IN COMPLETION OF THIS APPLICATION AND HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION. ****

APPLICANT INFORMATION:

NAME: Daniel J Nees

ADDRESS: 1 [REDACTED]

BEST PHONE #: 989-413-9436 ☐ Business ☒ Mobile ☐ Home

EMAIL: dan.nees@gmail.com

PROPERTY INFORMATION:

OWNER ENTITY NAME: DBMA Owosso, LLC

DBA (if different): EIN # (if applicable): 86-1370985

ADDRESS: 902 West Main Street

PHONE: 989-413-9436 WEBSITE: n/a

TYPE/CATEGORY OF PROPERTY: mixed use commercial/residential

TAX CLASSIFICATION OF OWNER ENTITY:

☐ Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual

PROPERTY IS: ☒ Vacant ☐ Occupied - List Tenants:

FACILITY/BUILDING IS: ☒ Owned ☐ Leased ☐ Rented ☐ Looking for Space ☐ N/A

PROPERTY IS: ☒ Owned by Business ☐ Owned by Applicant ☐ Owned by Other

SQUARE FOOTAGE CURRENTLY OCCUPIED: 0

SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 3,700

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 100,000

SOURCE OF FUNDS: \$100k Michigan Department of Agriculture grant awarded; working with MEDC on acquiring Community Revitalization Program grant award totaling \$450,000; applications pending for SBA loans totaling approximately \$435,000. A local contribution is required for MEDC/CRP grant award consideration.

AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 460,000

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: Donald Hall Name: Melissa Hall

Name: Barbara Nees Name: Deana Finnegan

GRANT REQUEST INFORMATION:

GRANT REQUEST (check all boxes that apply)

Note: Grant Maximum per project/building is \$50,000.00☒ Architecture Services (up to \$1,500 for each residential unit; maximum \$12,000 per project)☐ Elevator (up to \$25,000 per building)☒ Fire Suppression (up to \$25,000 for projects with two or more upper floor residential units)☐ Vault Fill-In (up to \$12,000 per building)☐ Professional Services-Access Study (up to \$5,000 per building)TOTAL DEVELOPMENT COST: \$ 1,471,000 TOTAL GRANT REQUESTED: \$ 20,745ESTIMATED START DATE: 10/2022 ESTIMATED COMPLETION DATE: 12/2023WILL GRANT CREATE NEW RESIDENTIAL UNITS? ☒ No ☐ Yes - #: _____WILL GRANT REDEVELOP EXISTING RESIDENTIAL UNITS? ☐ No ☒ Yes- #: 2

WILL THE COMPLETION OF PROJECT BE DETERMINED BY GRANT AWARD?

☐ No ☒ Yes - Please provide proof (via pro-forma)**PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT:**

Historic rehab of mixed use commercial and residential building. Main floor build-out includes a microbrewery with on-site tasting room (akin to a brewpub). ~~A brewpub was the number one request on a recent Owosso Main Street survey. The microbrewery will attract guests from around the region as a day destination and encourage foot traffic in Westown. Upstairs residential units will be brought to code including fire suppression.~~

Owner is applying to the Michigan Economic Development Corporation for a Community Revitalization Program grant award, which requires a commitment from the local municipality to fund some portion of the project cost. The owners anticipate using the fire suppression and architectural grant award as the City of Owosso's local contribution to make this project CRP-grant eligible.

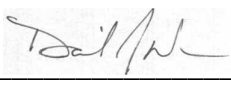
APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

☐ Completed RLF Application Form ☒ Project Pro-Forma ☒ Cost Estimate(s)☐ All existing lien holder agreements (if applicable) ☒ Design Renderings

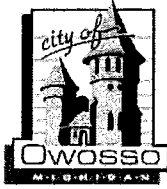
Note: Applicants are requested to be present at the time of the application's review. Other documentation could be requested if deemed necessary by OMS/DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied.

Applicant Signature:  Date Signed: 8/18/2022**Owosso Main Street/DDA Only:**

Application Received By: _____ Date Received: _____

DAN NESE - CAP GRANT / GRANT



CITY OF OWOSSO, MICHIGAN
OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM
RATIONALE WORKSHEET

301 W Main Street, Owosso, MI | 989.277.1705 | beth.kuiper@ci.owosso.mi.us | www.downtownowosso.org

APPLICATION MUST SCORE 40 OR MORE POINTS TO BE CONSIDERED ELIGIBLE FOR A LOAN.

APPLICANT NAME: Ballerina Brewery DATE REVIEWED: 8/22/2022
PROJECT ADDRESS: 907 W. MAIN
PROJECT SCOPE OF WORK: Brewery

LOAN REQUEST: \$ _____ LOAN APPROVED AMOUNT: \$ _____
GRANT REQUEST: \$ 20,745 GRANT APPROVED AMOUNT: \$ 20,745

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-10	10	17,745 FIRE SUPPRESSION
Does the project help fulfill OMS Transformation Strategy?	0-15	15	2ND STORY, CITY KIND OF
Is the project supported by a relevant <u>business plan</u> , offer job creation, or fulfill <u>residential demand</u> ?	0-10	10	
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	
Does the project have formal plans, site renderings, and/or cost estimates?	0-10	10	
Does the project provide the best use/business type for the district?	0-10	10	
Does the project have a well-articulated path to completion?	0-5	5	
Has the applicant applied for traditional loan services?	0-10	0	
TOTAL=			

APPROVAL: ☐ | SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

NOTION - JIM - QUALIFIER I MET GUIDELINES
TO MET GRANT REQ THRESHOLD - UNLESS
S. TILLY + S. LONN

ALL - ALLIES

NONE OPPOSED

START DATE -

FINISH DATE

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

September 14, 2022, AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chairman Jon Moore at 7:37 A.M.

ROLL CALL: Taken by Molly Hier

MEMBERS PRESENT: Chairman Jon Moore, Vice-Chairman Brianna Marrah, Commissioners: Josh Ardelean (7:47am), Sue Osika, and Melissa Wheeler

MEMBERS ABSENT: Commissioners Lance Omer, Nicole Reyna and Bill Gilbert

OTHERS PRESENT: Beth Kuiper, Director

AGENDA:

IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE AGENDA WITH CHANGES TO TABLE DISCUSSIONS OF THE PULSE REPORT SURVEY AND COMMUNITY SELF-ASSESSMENT TO THE NEXT SCHEDULED MEETING.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY VICE-CHAIR MARRAH AND SUPPORTED BY COMMISSIONER ARDELEAN TO APPROVE THE MINUTES AS PRESENTED FOR THE REGULAR MEETING HELD JULY 20, 2022.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE MINUTES AS PRESENTED FOR THE SPECIAL MEETING HELD AUGUST 9, 2022.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS:

Kim Springsdorf, Executive Director of the County Visitor's Bureau addressed the Board regarding the Artwalk. She expressed concerns that some business downtown possibly did not have proper notice of the event and would've liked to have seen a better layout of the Artists. She raised questions if a Promotions Committee would be revamped to help with planning future events.

Director Kuiper advised finding participants for the volunteer groups associated with events such as the Artwalk has proven to be difficult but will continue trying to recruit for the future.

Director of Public Safety, Kevin Lenkart and Officer Mike Olsey addressed the Board about vandalism that had taken place over the weekend downtown. Security footage was obtained and contact will be made with the minor individuals involved.

ITEMS OF BUSINESS:

1. **CHECK REGISTER JULY 2022:** Brief update provided regarding expenses.

MOTION BY VICE-CHAIR MARRAH, SUPPORTED BY COMMISSIONER ARDELEAN TO APPROVE THE CHECK REGISTER AS PRESENTED FOR JULY 2022.

AYES: ALL. MOTION CARRIED.

2. **BUDGET REPORT:** Short update provided and closure of the Huntington Bank account is pending.
3. **CREDIT CARD RECONCILIATION:** It was noted that two accounts do not accept ACH. Discussion was held to cancel usage of Notions and switch to Google Drive that is more widely used and a cheaper cost.
4. **SHIACASH REPORT:** Future events to be held to help push Shiacash.
5. **CHARGEPOINT REPORT:** Both units are up and working, a Grand Opening will be planned at a later date.
6. **WESNER REIMBURSEMENT AGREEMENT AMENDMENT:** A change in the repayment plan has been set up for monthly payments instead of quarterly. The monthly payment is set at \$512.99 and the agreement is pushed out through December 2029.

MOTION BY COMMISSIONER ARDELEAN, SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE PROPOSED AMENDMENT AND AUTHORIZE THE NECESSARY AGREEMENT CHANGES.

AYES: ALL. MOTION CARRIED.

7. **SHI-SPORTSPLEX RLF LOAN APPLICATION:** Discussion held over the proposed floor plan and reviewed the projected income/profits provided by the developers.

MOTION BY VICE-CHAIR MARRAH, SUPPORTED BY COMMISSIONER WHEELER TO APPROVE THE SUBMITTED RLF LOAN APPLICATION.

AYES: ALL. MOTION CARRIED.

8. **BARRISTER BREWERY GRANT APPLICATION:** The grant application was discussed and if awarded will be used for Architecture updates and Fire Suppression. Director Kuiper noted that applying for local grants is a requirement for the MEDC-CRP Grant the Brewery also plans to apply for. The Board expressed interest in meeting the applicants.

MOTION BY VICE-CHAIR MARRAH, SUPPORTED BY COMMISSIONER WHEELER TO APPROVE THE GRANT APPLICATION AS SUBMITTED.

9. **PULSE REPORT SURVEY:** Tabled.
10. **COMMUNITY SELF-ASSESSMENT:** Tabled.

COMMITTEE UPDATES:

1. **Design:** Commissioner Wheeler stated the committee discussed the interest in removing ground plant beds in the downtown sidewalks. There is no uniformity or designated caretakers.
2. **Promotion:** More focus to be aimed at advertising on the local Business owners Facebook page for events in the future. Discussion was held for the downtown businesses to be grouped up dependent on location and each assigned a liaison to be a bridge for communication for future events to ensure they run smoothly.
3. **Organization:** Discussion held to develop a website where changes can be readily made and not having to outsource that task.
4. **Economic Vitality:** Director Kuiper stated she gets a lot of interest in RLF Applications but believes the paperwork deters applicants. Match on Main returns soon.

BOARD CONTINUING EDUCATION/INFORMATION:

Director Kuiper will have RRC training and will provide the Board with a packet for their own review.

DIRECTOR UPDATES:

Financial meeting to be held when all Board members are in attendance to prepare for the audit.

PUBLIC COMMENTS:

NONE

BOARD COMMENTS:

NONE

ADJOURNMENT:

**IT WAS MOVED BY VICE-CHAIR MARRAH AND SUPPORTED BY COMMISSIONER ARDELEAN TO
ADJOURN AT 9:17 A.M.**

AYES: ALL. MOTION CARRIED.

NEXT MEETING OCTOBER 5, 2022.

SEDGEWICK + FERWEDA ARCHITECTS

Jeffrey S. Ferweda, AIA, NCARB

Sedgewick + Ferweda Architects

410 East Court Street

Flint, Michigan 48503

www.architectsinmichigan.com

December 3rd, 2021

Melissa and Don Hall

Barb and Dan Nees

Barristers' Brewing Company

DBMA Owosso, LLC PO Box 281

Owosso, Michigan 48867

810-240-4430 Melissa / 586-292-2564 Don

donhall187@comcast.net, mellieg4@hotmail.net, barbnees@gmail.com, dan.nees@gmail.com

RE: Proposal for your Brewery Renovation at 2280 W. Main St. Owosso, Michigan 48867

Dear Melissa, Don, Barb and Dan,

Thank you for taking the time to talk with our team to discuss your project. We have developed this proposal to provide you with the skills and expertise to help foster the best solutions to meet your needs.

We want you to know that hiring an architect can save you money in many ways. Architects can monitor your budget and negotiate to get the best materials and workmanship at a good price. An architect's design can reduce energy and maintenance costs. Architects can turn a difficult lot into a successful building site, and they spend time planning and fully developing your ideas to avoid changes once construction is underway.

Understanding of Scope:

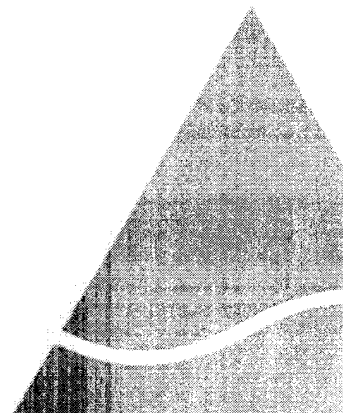
We understand that you are looking to renovate an old bank on the site into a Brewery. The plan is to only sell the beer made on site and limited food. The drive-thru will be enclosed for the brewing area.

We are pleased to provide you with this proposal and look forward to working on this project with you.

Sincerely,



Jeffrey S. Ferweda, AIA, NCARB



V4

SEDGEWICK + FERWEDA ARCHITECTS

GENERAL SUMMARY OF OUR DESIGN SERVICES

SCOPE OF DELIVERABLES

1. Cover page: Includes building information, code analysis, parking analysis, and property location
2. As-built measurements of the existing building
3. Proposed floor plan
4. Wall sections and details for construction
5. Mechanical, electrical, and plumbing design
6. Interior design/specific material selection
7. Construction Administrative services
8. Submission assistance to the local municipality

SERVICES INCLUDED AT NO ADDITIONAL COST

1. 3D Design
2. Energy Modeling
3. Consultation

SERVICES NOT INCLUDED

1. Civil Engineering and Topological Survey Work
2. Permit Application Fees

PROPOSED DESIGN FEE:

For the scope of designing your proposed work, we propose the following fee.

Total Design Fee **\$18,250.00**

Fee Breakdown:

Phase A - Schematic Design	\$ 5,475.00 to be paid upon contract execution
Phase B - Design Development	\$ 7,300.00 to be paid upon commencement of Phase B
Phase C - Construction Documents	\$ 4,562.50 to be paid upon commencement of Phase C
Phase D - Construction Administration	\$ 912.50 to be paid upon commencement of Phase D

LIMITATION OF LIABILITY

The limit of liability of the parties under this proposal is limited to the amount of the Total Design Fee.

ACCEPTANCE OF CONTRACT

If this proposal meets your expectations, please indicate your approval and authorization to proceed by signing below and returning a copy to us.

ACCEPTED BY: _____
(Signature)

NAME: _____
(Please Print or Type)

TITLE: _____

DATE: _____

Terms and conditions shall be in accordance with those outlined by Sedgewick + Ferweda Architects for Barristers' Brewing Company.

TERMS OF PAYMENT

Payments to the Architect will be per AIA contracts. The terms are to be Due on receipt and at the beginning of each Phase. Payments made later than 30 days after receipt of the invoice shall bear interest at 7%.

SEDGEWICK + FERWEDA ARCHITECTS

ADDITIONAL SERVICES / LIABILITY

If we are requested to increase the Scope of Services beyond that defined by this proposal or are required to change any documents after your final approval, such services shall be billed based upon the attached schedule "A" for additional services. Additional Services beyond the scope of this agreement will be presented to the client for approval prior to the commencement of the work.

This contract embodies and constitutes the entire understanding of the parties with respect to the transaction and subject matter contemplated herein and supersedes, any and all, other agreements, understandings, representations and statements, oral or written, between the parties hereto. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

ADDITIONAL SERVICES - SCHEDULE "A"

Additional work as mutually agreed on shall be billed at the following rates:

Principal	\$150.00/hr	Architect	\$125.00/hr
Project Designer	\$100.00/hr	Drafter	\$85.00/hr

Hourly rates do not include overtime costs, which will be billed at one and one - half times the rates quoted above.

REIMBURSABLE EXPENSES

1. Surveying, test boring, laboratory tests, environmental assessments, and outside consultant fees not included in the scope of work will be at cost plus 10%.
2. Printing reimbursables will be on all projects at cost + 10% or \$0.20/ sq. ft.

LIENS AND COLLECTIONS

It is standard practice to file a property lien on any account past due 60 days. A full waiver of the lien will be provided when full payments are received. Any legal fees associated with collections will be the responsibility of the owner.

PHASE DEFINITIONS

Phase A - Schematic Design, *Schematic Design establishes the general scope, conceptual design, scale, and relationships among the components of the project.*

Phase B - Design Development, *the design team works out a clear, coordinated description of all aspects of the design.*

Phase C - Construction Documents, *the set of drawings the contractor needs to build the project and submit for permits*

Phase D - Construction Administration, *we help the client make sure the project gets done according to our drawings by working with the contractor, and answering the questions during construction*

INTERIOR DESIGN SERVICE

Interior design services include help with the selection of the following: flooring, paint and wall coverings, bathroom wall tile, lighting fixtures, kitchen countertop material and cabinet colors, other interior details needed that are built into the project.

Proposals are valid for 30 days, anything past 30 days will need to be revised by Sedgewick + Ferweda and reissued to the potential client.

GRANT AGREEMENT

Terms of the Grant: The grant to your organization from the Owosso Main Street/Downtown Development Authority (OMS/DDA), for the explicit purpose(s) described below and is subject to your acceptance of the following terms:

Grantee: **DBMA Owosso, LLC**

Date Authorized: **September 14, 2022** **Amount Authorized:** **\$20,745.00**

Purpose: For Architecture Services and Building Fire Suppression Systems.

Project Completion Date: December 31, 2023.

Verification: Your signature on this Grant Agreement is verification that these funds will be utilized as stated above.

Accounting: The grantee organization is responsible for maintaining adequate supporting records that document expenditures for which it seeks grant funds from OMS/DDA in accordance with this Grant Agreement.

Reporting to the OMS/DDA: The grantee shall submit a written report on or before **December 31, 2023** using the enclosed Grant Report Form/Statement of Expenditures. If possible, the grantee shall also provide digital photo files of project completion to beth.kuiper@ci.owosso.mi.us.org.

Public Reporting: The grantee shall send to the OMS/DDA office copies of all publicity regarding the grant, including print media and information materials that are related to the project supported by the grant. In all public statements concerning the grant—press releases or other reports—grantees must state that the grant was funded by the “Owosso Main Street and Downtown Development Authority.”

Denial of Grant Funds: The grantor may deny some or all grant funds, for the reimbursement of grantee’s expenditures, by the project completion date (as set forth above) if the OMS/DDA determines that the grantee has not met the specific grant conditions or the intended purpose as approved.

Expiration of Grant: This Grant Agreement and the OMS/DDA obligation hereto shall expire at 11:59 p.m. December 31, 2023, unless an extension/modification is agreed to by both parties and is formalized in writing.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

Please sign and return to the address below within one week of receipt.

(Authorized Signature)

(Print Name, Title)

(Date)

Return to: Owosso Main Street / Downtown Development Authority
Attn: Beth Kuiper
301 West Main Street,
Owosso, Michigan 48867

BARRISTER BREWING CO.





MEMORANDUM

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

DATE: October 17, 2022

TO: Owosso City Council

FROM: Beth Kuiper; Executive Director, Owosso Main Street/DDA

SUBJECT: OMS/DDA Revolving Loan Fund – Loan Approval

RECOMMENDATION:

Approval of the OMS/DDA Revolving Loan application for 201 S. Washington Street for \$50,000.00 to Shi-Sportsplex, LLC., for the purpose of property expansion costs associated with a retail space and studio.

BACKGROUND:

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.

During their August 22, 2022 the Revolving Loan Committee reviewed and approved The Shi-Sportsplex LLC's loan application for activities located within 201 S. Washington Street.

During their September 14, 2022 Board Meeting, the OMS/DDA Board of Directors approved the loan for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the City of Owosso's Revolving Loan & Grant fund according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO
SHI-SPORTSPLEX, LLC
ASSOCIATED TO WORK AT 201 S. WASHINGTON STREET**

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.

WHEREAS, on August 9, 2022 a loan application was submitted to OMS/DDA by Shi-Sportsplex LLC's loan application for property development activities located within 201 S. Washington Street.

WHEREAS, on August 22, 2022 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 61. This score is above the 40 points required for consideration.

WHEREAS, on September 14, 2022 the OMS/DDA Board of Directors approved the 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 the \$50,000.00 loan to Shi-Sportsplex LLC. for business and property development activities for 201 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

PROMISSORY NOTE

Term Loan

Fixed Rate

\$50,000.00

Dated: ____/____/2022

Due Date: December 1, 2027

Cool Kids, LLC., EIN# 88-1593180

FOR VALUE RECEIVED, **Cool Kids**, a Michigan limited liability company (Borrower), promises to pay to the order of **City of Owosso**, a Michigan municipal corporation (Lender), at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of FIFTY THOUSAND AND NO/100 DOLLARS (**\$50,000.00**), plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of **6.5%** per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$978.31** each, beginning on **December 1, 2022**, and continuing the same day of each consecutive month after that. Borrower shall make payments by way of Automated Clearing House (ACH Payment a.k.a. Direct Payment) to Lender. Any ACH fees or expenses shall be the responsibility of Borrower. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection

with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.

4. **Property Development.** This loan is granted with the understanding that the Debtor will apply the loan proceeds to "Business and Property Development Activities" of 201 South Washington Street, Owosso, Michigan. In the event that Debtor ceases business operations at 201 South Washington Street, Owosso, Michigan, for any reason, for more than four weeks, Lender may accelerate maturity of any or all indebtedness, direct or contingent, of Borrower to Lender including, without limitation, the indebtedness evidenced by this Agreement.

In the event Borrower relocates its business from 201 South Washington Street to a different location, Lender may accelerate maturity of any or all indebtedness, direct or contingent, of Borrower to Lender including, without limitation, the indebtedness evidenced by this Agreement.

Lender may accelerate maturity of any or all indebtedness, direct or contingent, of Borrower to Lender including, without limitation, the indebtedness evidenced by this Agreement.

5. **Other liens; loans.** There shall be no other lien or security interest given by Borrower against the Premises without Lender's approval in writing. Borrower shall not make or have outstanding any loan or advance to any person, firm, or corporation or other business entity affecting the Premises that is of higher priority than Lender without Lender's approval. Lender shall have sole discretion, without just cause, to deny approval.
6. **Information.** Borrower shall promptly respond to any reasonable request from Lender for information concerning Borrower, sale of the Premises, of which the information may be verified by Lender at Borrower's expense.
7. **Waiver.** The failure of any party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce the provision. No waiver at any time of any provision, condition, or default of this Agreement or of the other Loan Documents shall be construed as a waiver of any other provision, condition, or default, nor shall any waiver be construed as a waiver of the same or any other provision, condition, or default at any future or subsequent time.

8. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).
9. **Equal Opportunity and Nondiscrimination.** In keeping with Lenders goals of individual recognition and treatment characterized by dignity and respect, Borrower shall be committed to providing equal employment opportunities to employees and to applicants for employment and will not discriminate on the basis of race, creed, color, religion, national origin, sex, age, disability, height, weight, or marital status in the hiring, promotion, or any other aspect of Borrower's business. In the event that Borrower has violated this policy it will be subject, in the sole discretion of Lender, to accelerated maturity of this loan.
10. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.

11. **Costs of collection.** Borrower agrees, in the **Event of Default** under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

Borrower's Initials _____

12. **Default rate of interest.** In the event Borrower fails to pay and is in breach of this Agreement, and upon Lender securing a money judgment from the local court, against Borrower and/or Guarantor, Borrower shall be charged the Default Rate of Interest. Default Rate of Interest shall be the outstanding principal amount bearing interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.

13. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of Thirty-Five Dollars (\$35.00) overdue payment may be charged. Every individually missed payment shall incur its own \$35.00 penalty.
14. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
15. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and all rights and obligations shall be governed by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall be in Shiawassee County, Michigan.
16. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.
17. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

18. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:

- Owosso Main Street/DDA Loan Application- Business and Property Development dated 8/9/2022
- DDA Loan Amortization Schedule
- Guaranty signed by:
 1. James Woodworth Dated: ____/____/2022
 2. Jeremy Dwyer Dated: ____/____/2022
 3. Randy Woodworth Dated: ____/____/2022
 4. Michael Ihms Dated: ____/____/2022

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

BORROWER
Cool Kids, L.L.C.

Dated: _____

James Woodworth

ITS: _____

LENDER
CITY OF OWOSSO

Dated: _____

BY: _____
Christopher T. Eveleth

ITS: Mayor

Dated: _____

BY: _____
Amy Kirkland

ITS: Clerk

GUARANTY AGREEMENT

This Guaranty is made on the _____ day of _____, 2022, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, Randy Woodworth (Guarantor), and Cool Kids, a Michigan limited liability company (Borrower).

RECITALS

E. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness. Borrower, hereinafter signed Guarantor and any other additional Guarantor to the aforementioned Note shall be jointly and severally liable to any Lender claim.

F. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

Guarantor agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: _____, 2022

GUARANTOR

BY: _____

PRINT NAME: _____

SOC. SEC. NO.: _____ - _____ - _____

DATE OF BIRTH: ____ / ____ / ____

ADDRESS: _____

PREPARED BY:

Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071



**CITY OF OWOSSO, MICHIGAN
OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM
RATIONALE WORKSHEET**

301 W Main Street, Owosso, MI | 989.277.1705 | beth.kuiper@ci.owosso.mi.us | www.downtownowosso.org

APPLICATION MUST SCORE 40 OR MORE POINTS TO BE CONSIDERED ELIGIBLE FOR A LOAN.

APPLICANT NAME: SHIA SPORTSPLEX – JIM WOODWORTH – COOL KIDS, LLC DATE REVIEWED: 8/22/2022

PROJECT ADDRESS: 201 S. WASHINGTON

PROJECT SCOPE OF WORK: RETAIL – BUILD OUT

LOAN REQUEST: \$50,000.00 LOAN APPROVED AMOUNT: \$50,000.00

GRANT REQUEST: GRANT APPROVED AMOUNT:

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-10	0	
Does the project help fulfill OMS Transformation Strategy?	0-15	15	DAYTRIP DESTINATION
Is the project supported by a relevant business plan, offer job creation, or fulfill residential demand?	0-10	15	JOB CREATION & REVENUE BASED ON PROFORMA
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	6	YES. 30,000 SQ FT OF ACTIVATION IN FORMER ANCHOR STORE AFTER PHASE II. HALF OF BUILDING HAS TENANTS. FAMILY-ORIENTED RETAIL & ACTIVITIES ARE IN DEMAND FOR DOWNTOWN OWOSSO.
Does the project have formal plans, site renderings, and/or cost estimates?	0-10	10	YES – BOTH ATTACHED
Does the project provide the best use/business type for the district?	0-10	10	YES – RETAIL ON MAIN LEVEL – FORMER STAPLE BUSINESSES ARE IN A SAFER SPOT FOR FAMILIES. PERFECT LOCATION
Does the project have a well-articulated path to completion?	0-5	5	YES
Has the applicant applied for traditional loan services?	0-10	0	
TOTAL=		61	

APPROVAL: ☐ / SPECIAL NOTATIONS: _____



**CITY OF OWOSSO, MICHIGAN
APPLICATION – OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM**

301 W Main Street, Owosso, MI | 989.277.1705 | beth.kuiper@ci.owosso.mi.us.org | www.downtownowosso.org

LOAN APPLICATION - *Business Development*

****BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT OMS/DDA (CONTACT INFO IS LISTED ABOVE). THE OMS/DDA BUSINESS VITALITY COMMITTEE WILL OFFER FREE ASSISTANCE IN COMPLETION OF THIS APPLICATION AND HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION. ****

APPLICANT INFORMATION:

NAME: James Woodworth

ADDRESS: [REDACTED]

BEST PHONE #: 248-730-0275

☐ Business

☒ Mobile

☐ Home

EMAIL: jim@successgroupmortgage.com

BUSINESS INFORMATION:

OWNER ENTITY NAME: Shi-Sportsplex

DBA (if different): _____ EIN # (if applicable): 88 1593180

ADDRESS: 116 W Main St, Ste 203, Owosso, MI 48867 Subject = 203 S Washington (Former JCPenney)

PHONE: 248-730-0275

WEBSITE: _____

TAX CLASSIFICATION OF BUSINESS ENTITY:

☐ Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual

TYPE/CATEGORY OF BUSINESS: Real Estate Development

Property Information:

PROPERTY IS: ☒ Vacant ☒ Occupied - List Tenants: Great Lakes Bikes, Hit & Pitch, Ashleigh's Dance Shack

PROPERTY IS: ☐ Owned by Business ☐ Owned by Applicant ☒ Owned by Other Cool Kids, LLC

SQUARE FOOTAGE CURRENTLY OCCUPIED: 3,000

SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 30,000

Financial Information:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 0

AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 145,000

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: Randy Woodworth

Name: Michael Ihms

Name: Jeremy Dwyer

Name: _____

LOAN REQUEST INFORMATION:

LOAN REQUEST (check all boxes that apply):

Note: Loan Maximum per project/building is \$50,000.00☐ Point of Sale System; ☐ Marketing Expenses; ☐ Inventory of Retail Goods☒ Signage Purchase or Restoration; ☒ Retail Space Build Outs and Upgrading☐ Other: _____; ☐ Other: _____TOTAL DEVELOPMENT COST: \$ _____ TOTAL LOAN REQUESTED: \$ 50,000ESTIMATED START DATE: 06/01/2022 ESTIMATED COMPLETION DATE: 11/30/2022

DOES BUSINESS TYPE SUPPORT THE DISTRICT'S TRANSFORMATION STRATEGY?

☐ No ☒ Yes - DESCRIBE: Activating vacant space, creating retail, and day/weekend trip destinations

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

☒ No ☐ Yes - Please provide proof (via business plan)

PROVIDE A BRIEF DESCRIPTION OF PROJECT: Converting 30,000 of wide open space into smaller spaces for "recreation/sport" related businesses to supplement the new "Downtown Sports District"

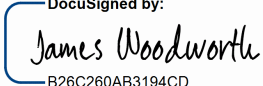
APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

☒ Completed RLF Application ☒ Business Plan w/projected financials ☒ Cost Estimates☐ All existing lien holder agreements (if applicable) ☒ Design Renderings (if applicable) ☐ Business Plan (if applicable)

Note: Applicants are requested to be present at the time of the application's review. Other documentation could be requested if deemed necessary by OMS/DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied.

Applicant Signature:  Date Signed: 8/9/2022

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

****COMPLETED APPLICATIONS WILL BE REVIEWED BY THE OMS/DDA BUSINESS VITALITY COMMITTEE. IF APPROVED, APPLICATIONS WILL BE SUBMITTED TO THE LOAN REVIEW COMMITTEE FOR FINAL APPROVAL. APPLICANTS WILL BE ASKED TO BE PRESENT DURING THE LOAN REVIEW COMMITTEE'S REVIEW OF THEIR APPLICATION. ****

Amortization Calculator

Loan Amount

50000

Loan Term

5

years

Interest Rate (APR)

6.5

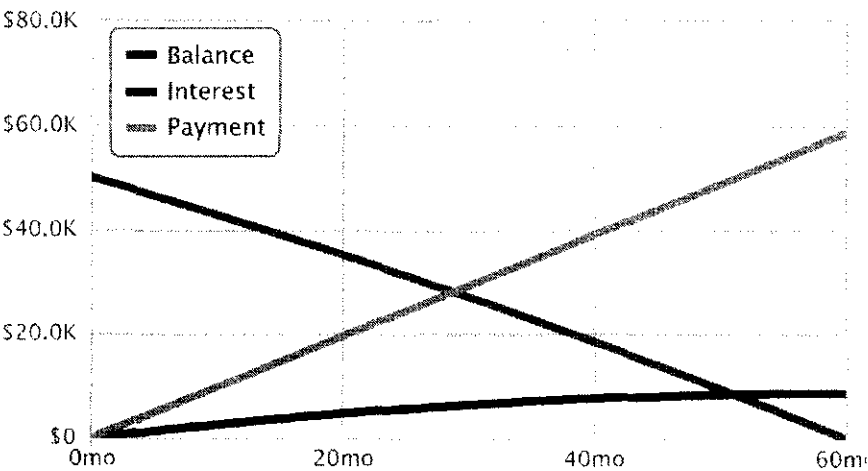
Calculate

Monthly Pay: \$978.31

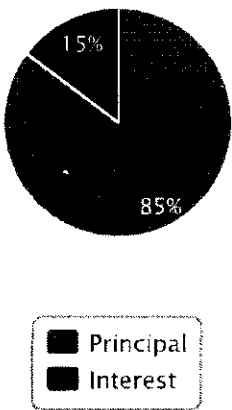
Total of 60 Loan Payments \$58,698.44

Total Interest \$8,698.44

Loan Amortization Graph



Payment Breakdown



Monthly Amortization Schedule

Annual Schedule		Monthly Schedule		
	Beginning Balance	Interest	Principal	Ending Balance
1	\$50,000.00	\$270.83	\$707.48	\$49,292.53
2	\$49,292.53	\$267.00	\$711.31	\$48,581.22
3	\$48,581.22	\$263.15	\$715.16	\$47,866.06
4	\$47,866.06	\$259.27	\$719.04	\$47,147.03
5	\$47,147.03	\$255.38	\$722.93	\$46,424.10
6	\$46,424.10	\$251.46	\$726.85	\$45,697.26
7	\$45,697.26	\$247.53	\$730.78	\$44,966.48
8	\$44,966.48	\$243.57	\$734.74	\$44,231.74
9	\$44,231.74	\$239.59	\$738.72	\$43,493.02
10	\$43,493.02	\$235.59	\$742.72	\$42,750.30
11	\$42,750.30	\$231.56	\$746.75	\$42,003.55
12	\$42,003.55	\$227.52	\$750.79	\$41,252.77
	year 1 end			
13	\$41,252.77	\$223.45	\$754.86	\$40,497.91
14	\$40,497.91	\$219.36	\$758.95	\$39,738.97

15	\$39,738.97	\$215.25	\$763.06	\$38,975.91
16	\$38,975.91	\$211.12	\$767.19	\$38,208.73
17	\$38,208.73	\$206.96	\$771.35	\$37,437.38
18	\$37,437.38	\$202.79	\$775.52	\$36,661.86
19	\$36,661.86	\$198.59	\$779.72	\$35,882.14
20	\$35,882.14	\$194.36	\$783.95	\$35,098.19
21	\$35,098.19	\$190.12	\$788.19	\$34,310.00
22	\$34,310.00	\$185.85	\$792.46	\$33,517.54
23	\$33,517.54	\$181.55	\$796.76	\$32,720.78
24	\$32,720.78	\$177.24	\$801.07	\$31,919.71
year 2 end				
25	\$31,919.71	\$172.90	\$805.41	\$31,114.31
26	\$31,114.31	\$168.54	\$809.77	\$30,304.53
27	\$30,304.53	\$164.15	\$814.16	\$29,490.38
28	\$29,490.38	\$159.74	\$818.57	\$28,671.81
29	\$28,671.81	\$155.31	\$823.00	\$27,848.81
30	\$27,848.81	\$150.85	\$827.46	\$27,021.35
31	\$27,021.35	\$146.37	\$831.94	\$26,189.40
32	\$26,189.40	\$141.86	\$836.45	\$25,352.96
33	\$25,352.96	\$137.33	\$840.98	\$24,511.98
34	\$24,511.98	\$132.77	\$845.54	\$23,666.44
35	\$23,666.44	\$128.19	\$850.12	\$22,816.33
36	\$22,816.33	\$123.59	\$854.72	\$21,961.61
year 3 end				
37	\$21,961.61	\$118.96	\$859.35	\$21,102.26
38	\$21,102.26	\$114.30	\$864.01	\$20,238.26
39	\$20,238.26	\$109.62	\$868.69	\$19,369.57
40	\$19,369.57	\$104.92	\$873.39	\$18,496.19
41	\$18,496.19	\$100.19	\$878.12	\$17,618.07
42	\$17,618.07	\$95.43	\$882.88	\$16,735.19
43	\$16,735.19	\$90.65	\$887.66	\$15,847.53
44	\$15,847.53	\$85.84	\$892.47	\$14,955.06
45	\$14,955.06	\$81.01	\$897.30	\$14,057.76
46	\$14,057.76	\$76.15	\$902.16	\$13,155.60
47	\$13,155.60	\$71.26	\$907.05	\$12,248.55
48	\$12,248.55	\$66.35	\$911.96	\$11,336.59
year 4 end				
49	\$11,336.59	\$61.41	\$916.90	\$10,419.69
50	\$10,419.69	\$56.44	\$921.87	\$9,497.83
51	\$9,497.83	\$51.45	\$926.86	\$8,570.96
52	\$8,570.96	\$46.43	\$931.88	\$7,639.08
53	\$7,639.08	\$41.38	\$936.93	\$6,702.15

54	\$6,702.15	\$36.30	\$942.01	\$5,760.15
55	\$5,760.15	\$31.20	\$947.11	\$4,813.04
56	\$4,813.04	\$26.07	\$952.24	\$3,860.81
57	\$3,860.81	\$20.91	\$957.40	\$2,903.41
58	\$2,903.41	\$15.73	\$962.58	\$1,940.83
59	\$1,940.83	\$10.51	\$967.80	\$973.04
60	\$973.04	\$5.27	\$973.04	\$0.00

year 5 end

by Calculator.net



MEMORANDUM

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

DATE: October 5, 2022

TO: Mayor Eveleth and the Owosso City Council

FROM: Elizabeth Kuiper, Executive Director, Owosso Main Street/DDA

SUBJECT: Approval of amended Owosso Main Street/DDA bylaws

RECOMMENDATION:

Staff recommends approval of the amended OMS/DDA bylaws.

BACKGROUND:

The Owosso Main Street/Downtown Development Authority bylaws were last amended November 03, 2010. At the October 05, 2022 OMS/DDA meeting, the commission voted to approve the attached amendments to the bylaws.

The suggested amendments will not change commission procedures but will make the bylaws current. The proposed amendment of the bylaws still allows for public comment as is protected by the "Open Meetings Act."

The amended bylaws will ensure the procedures of the commission are accurate and are available to all in interested parties.

FISCAL IMPACTS:

None.

Attachments: Bylaws

RESOLUTION NO.

**TO ADOPT THE
Owosso Main Street/DDA BYLAWS**

WHEREAS, the Owosso Main Street/DDA is a public commission which is responsible for holding its own meetings in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended;
and

WHEREAS, the commissioners of the Owosso Main Street/DDA have drafted and approved bylaws to direct the conduct and activities of such meetings and are submitting them to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council hereby approves the bylaws of the Owosso Main Street/DDA as follows, such bylaws to be effective immediately:

**BYLAWS GOVERNING
THE DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
OF THE CITY OF OWOSSO**

ARTICLE I

PURPOSES

Section 1. Statement of purposes. The purpose or purposes for which the Authority is organized are as follows: To act as a downtown development authority in accordance with Act 197 'of the Public Acts- of 1975, as amended; including but not limited to; to correct and prevent deterioration in downtown district; to encourage historical preservation; to create and implement development plans, to promote the economic growth; to encourage the expansion of commercial enterprises. In furtherance of these purposes, the Authority shall have all of the powers which now are or hereafter may be, conferred by law on authorities organized under Act 227, Public Acts of 1972, Act 149, Public Acts of 1911; Act 202, Public Acts of 1943; Act 94, Public Acts of 1933; Act 344, Public Acts of 1945, as amended; and particularly the powers granted by Act 197, Public Acts of 1975, and especially Section 7 thereof, to wit:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
- (b) Study and analyze the impact of metropolitan growth upon the downtown district.
- (c) Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the Board, aids in the economic growth of the downtown district.
- (d) Develop long-range, plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the

downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.

- (e) Implement any plan of development in the downtown district necessary to achieve the purposes of Act 197, in accordance with the powers of the Authority as granted by Act '197.
- (f) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- (g) Acquire by purchase or otherwise, on terms and conditions and in a manner the Authority deems proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests therein, which the Authority determines is reasonably necessary to achieve the purposes of this, and to grant or acquire licenses, easements, and options with respect thereto.
- (h) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances thereto, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- (i) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the Authority.
- (j) Lease any building or property under its control, or any part thereof.
- (k) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (h) Acquire and construct public facilities.

subject to any amendments to said statute either increasing or diminishing the powers of downtown development authorities formed thereunder.

Section 2. Development of work plans. The mission of the program will be achieved through the board's ~~commitment~~ **commitment** to the National Main Street's Work Plan process, using its four-point approach through the organization committee, promotion committee, design committee, and the economic restructuring committee.

ARTICLE II

OFFICES

Section 1. Offices. The Authority may have such offices as the Board may determine, or the affairs of the Authority may require from time to time.

ARTICLE III

BOARD

Section 1. General Powers. The affairs of the Authority shall be managed by its Board.

Section 2. Number, Tenure and Qualifications. The Board of the Authority shall consist of nine (9) persons, the Chief Executive Officer of the City of Owosso and, eight (8) members. The members shall be appointed for a term of four (4) years. At least five of the members shall be persons having an interest in property located in the downtown district. At least one of the members shall be a resident of the downtown district, so long as the district has 100 or more persons residing within it.

The Board may also include not more than two (2) ex-officio non-voting members. The ex-officio members of the Board may include the prior members of the Board, a representative of the City of Owosso and/or representatives from community organizations. The outgoing Board Chair may remain on the Board as a non-voting ex-officio member for one year after his/her term has ended.

Section 3. Selection of Board Members. The Chief Executive Officer of the City of Owosso with the advice and consent of the City Council, shall appoint the members of the Board. Subsequent Board members shall be appointed in the same manner as the original appointments at the expiration of each member's term of office.

Section 4. Expiration of Term; Continuation in. Office; Reappointment; Filling Vacancies. Members whose term of office has expired shall continue to hold office until his/her successor has been appointed with the advice and consent of the City Council to serve additional terms. If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed with the advice and consent of the City Council within thirty (30) days to hold office for the remainder of the term so vacated.

Section 5. Removal. Pursuant to notice and an opportunity to be heard, a member may be removed from office for inefficiency, neglect of duty, misconduct, malfeasance, accumulation of three (3) or more unexcused absences in a twelve (12) month period, or any other good cause by a majority vote of the City Council.

Section 6. Disclosure of Interests. A board member who has a direct interest in any matter before the Authority shall disclose his/her interest prior to the Authority taking any action with respect to the matter, which disclosure shall become a part of the record of the Authority's official proceedings. Further, any member making such disclosure, shall then refrain from participating in the Authority's decision making processes relative to such matter.

Section 7. Annual Meeting. An annual meeting of the Board shall be held on the first Wednesday in the month of June in each year beginning with the year 2011 at the hour of seven-thirty

a.m. for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any annual meeting or any adjournment thereof, the Board shall cause the election to be held at a regular or special meeting of the Board within 90 days of the annual meeting.

Section 8. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board shall from time to time determine.

Section 9. Special Meetings. Special meetings of the Board may be called by or at the written request of the chairman or any two members. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

Section 10. Notice of Meetings. Except as otherwise provided by law, all meetings shall be preceded by public notice in accordance with Public Act 267 of the Public Acts of 1976, as amended.

Section 11. Quorum and Voting. A majority of the members of the Board then in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of Disclosure of Interest (Article III, Section 6), a majority of the remaining members of the Board then in office shall constitute a quorum for the transaction of business.

Except in those cases where a larger majority is required by law, no motion, resolution or action shall be adopted or passed, nor shall any appointment be made, nor any person removed from office as permitted by these Rules, except by the affirmative vote of at least five (5) members of the Board.

Section 12. Public Meetings. The meetings of the Board 'shall be public.'

Section 13. Public Comment. Members of the Public may comment at the meetings of the Board. An individual will have no more than three (3) minutes to deliver their comment.

Section 14. Compensation of Members. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses subject to authorization by a vote of two-thirds of the majority of the Board members then qualified to vote.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Authority shall be a chairman and vice-chairman.

Section 2. Election and Terms of Office. Officers of the Authority shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held within 90 days of such meeting. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the

Board whenever in its judgment the best interests of the Authority would be served thereby.

Section 4. Vacancies. A vacancy in office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. Chairman. The chairman shall preside at all meetings of the Board and shall discharge the duties of the presiding officer.

Section 6. Vice-Chairman. In the absence of the chairman or in event of his/her inability or refusal to act, the vice-chairman shall perform the duties of the chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. Any vice-chairman, shall perform such other duties as from time to time may be assigned to him/her by the chairman or by the Board.

Section 7. Employment of Personnel. The Board may employ personnel as deemed necessary by the Board. Such personnel may include, but not be limited to, a director, treasurer, secretary and legal counsel.

Section 7.1. Director. The Board may employ and fix the compensation of a director, subject to approval by the City Council. The director shall serve at the pleasure of the Board. A member of the Board shall not hold the position of director while serving on the Board. The Board may require the director to post a bond payable to the Authority for the use and benefit of the Authority. The premium for such bond is to be paid by the Authority. Subject to the approval of the Board, the director shall supervise, and be responsible for the preparation of plans and the performance of the functions of the Authority. The director shall attend the meetings of the Board, and shall render to the Board and to the City Council a regular report covering the activities and financial condition of the authority. The director shall furnish the Board with information or reports governing the operation of the Authority as the Board requires. If the director is absent or disabled, the Board may delegate his/her functions and responsibilities to any person otherwise qualified under this section. Such other person shall be designated as the acting director.

Section 7.2. Treasurer. The Board may employ and fix the compensation of a treasurer, who shall keep the financial records of the Authority and who, together with the director, shall approval all vouchers for the expenditure of funds of the Authority. If required by the Board, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of, and be responsible for, all funds and securities of the Authority; receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these rules; and in general perform all the duties incident to the office of treasurer and such other duties as shall be assigned from time to time by the Board.

Section 7.3. Secretary. The Board may employ and fix the compensation of a secretary, who shall maintain custody of the official seal and of records, books, documents, or other papers not required to be maintained by the treasurer. The secretary shall attend meetings of the Board and keep a record of its proceedings. The secretary shall see that all notices are duly given in accordance with the provisions of these rules or as required by law and. shall keep a register of the post office address of each Board member as furnished by such member. The secretary shall also perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Board.

Section 7.4. Legal Counsel. The Board may retain legal counsel to advise the Board in the proper performance of its duties and to represent the Authority in actions brought by or against the Authority.

ARTICLE V

COMMITTEES

Section 1. Committees of Members. The Board, by resolution adopted by a majority of the Board, may designate and appoint one or more committees, each of which shall consist of two or more members, which committees shall have and exercise such authority as shall be granted to them by such resolution; provided, however, such committee shall not have the power or authority to adopt an agreement of merger or consolidation or an agreement for the sale, lease or exchange of all, or substantially all of the Authority's property and assets, dissolve the Authority or amend the rules of the Authority. Except as otherwise provided in such resolution, the members of such committee shall be members of the Authority and the Chairman shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Authority shall be served by such removal.

Section 2. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Authority and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 4. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize the chairman, agent or agents of the Authority, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority, shall be signed by two persons as designated by the Board.

Section 3. Deposits. All funds of the Authority shall be immediately deposited to the credit of the

Authority in such banks, trust, companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Authority any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Authority.

ARTICLE VII

BOOKS AND RECORDS

The Authority shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the powers of the Board, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Authority shall be open to the public at all times. An annual audit shall be conducted by an independent Certified Public Accountant and published, and shall be in compliance with Public Act No. 2 of 1968 and Public Act 621 of 1978.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE IX

AMENDMENTS TO RULES

These rules may be altered, amended or repealed and new rules may be adopted by a majority of the members present at any regular meeting if written notice is given of intention to alter, amend or repeal or to adopt new rules at such meeting. The full nature of the rule change shall be included in the notice. Adoption of rule changes shall require affirmative votes by the majority of the members appointed. Changes in these rules are subject to approval by the City Council.

ARTICLE X

PARLIAMENTARY AUTHORITY

The rules contained the current edition of Robert's Rules of Order shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt..

ADOPTED: May 27, 2008
AMENDED: August 15, 2016

AMENDED: July 28, 2021
AMENDED: October 05, 2022

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

October 5, 2022, AT 7:30 A.M.

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

ROLL CALL: Taken by Director Kuiper

MEMBERS PRESENT: Chairman Jon Moore, Vice-Chairman Brianna Marrah, Commissioners: Josh Ardelean Lance Omer, Bill Gilbert, Nicole Reyna.

MEMBERS ABSENT: Commissioners Sue Osika, and Melissa Wheeler

OTHERS PRESENT: Beth Kuiper, Director; Nick Bruckman, AmeriCorps Service Member

AGENDA:

IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY COMMISSIONER OMER TO APPROVE THE AMENDED AGENDA WITH CHANGES TO THE OMS/DDA BYLAWS.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY VICE-CHAIR MARRAH AND SUPPORTED BY COMMISSIONER ARDELEAN TO APPROVE THE MINUTES AS PRESENTED FOR THE REGULAR MEETING HELD SEPTEMBER 14, 2022.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS:

No public comments.

ITEMS OF BUSINESS:

1. **CHECK REGISTER SEPTEMBER 2022:** Brief update provided regarding expenses.

MOTION BY COMMISSIONER GILBERT, SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE CHECK REGISTER AS PRESENTED FOR SEPTEMBER 2022.

AYES: ALL. MOTION CARRIED.

2. **BUDGET REPORT:** New layout after utilizing City of Owosso Financial Department.
3. **CREDIT CARD RECONCILIATION:** No new information.
4. **SHIACASH REPORT:** Consumer's Energy to match ShiaCash for shopping season again this year.

5. **CHARGEPOINT REPORT:** Extended warranty was approved. Director Kuiper to meet with downtown advocate shopping experience later today.
6. **OMS/DDA BY-LAWS: MOTION BY COMMISSIONER GILBERT, SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE CHECK REGISTER AS PRESENTED FOR SEPTEMBER 2022.**
Support for OMS/DDA by-laws to align with the City of Owosso for 3-minute public comment section.

MOTION BY COMMISSIONER GILBERT, SUPPORTED BY VICE-CHAIR MARRAH TO APPROVE THE AMENDED OMS/DDA BY-LAWS.

7. **PULSE REPORT SURVEY:** Discussion on in-demand businesses, why the community visits downtown and ways to engage more people.
8. **COMMUNITY SELF-ASSESSMENT:** Director Kuiper received feedback and looking at next steps for training services.

COMMITTEE UPDATES:

1. **Design:** \$5000.00 spent on soil testing for pedestrian lights
2. **Promotion:** New chair to focus on business promotions rather than events
3. **Organization:** N. Bruckman to help with website and social media
4. **Economic Vitality:** Rotating Retail to be activated

BOARD CONTINUING EDUCATION/INFORMATION:

Storytelling series in Lansing was held 10/2-3. Continued RRC trainings on Wednesday evenings

DIRECTOR UPDATES:

PUBLIC COMMENTS:

BOARD COMMENTS:

ADJOURNMENT:

IT WAS MOVED BY COMMISSIONER ARDELEAN AND SUPPORTED BY COMMISSIONER OMER TO ADJOURN AT 8:45 A.M.

AYES: ALL. MOTION CARRIED.

NEXT MEETING OCTOBER 5, 2022.

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

Category	Estimated Cost	Permit Fee	Number of Permits
ACCESSORY STRUCTURES	\$0	\$75	1
BASEMENT WATERPROOFING	\$20,450	\$745	2
CHURCHES-NEW & ALT	\$30,000	\$685	1
COMMERCIAL EXTERIOR WALLS	\$5,000	\$230	1
DECK	\$19,100	\$410	3
Electrical	\$0	\$3,460	13
FENCE PERMIT	\$0	\$340	5
Mechanical	\$0	\$4,345	23
NEW BUSINESS	\$0	\$0	1
NON-RES. ADD/ALTER/REPAIR	\$5,000	\$230	1
Plumbing	\$0	\$1,970	6
PORCH	\$1,700	\$110	1
RES. ADD/ALTER/REPAIR	\$28,500	\$1,035	5
RES. DUPLEX NEW BUILD	\$140,000	\$1,500	1
ROOF	\$119,996	\$2,865	10
ROW-UTILITY	\$0	\$240	8
SIDING	\$47,000	\$450	5
SIGN PERMIT	\$0	\$214	3
SOLAR PANELS	\$30,000	\$685	1
WINDOWS	\$43,843	\$340	4
Totals	\$490,589	\$19,929	95

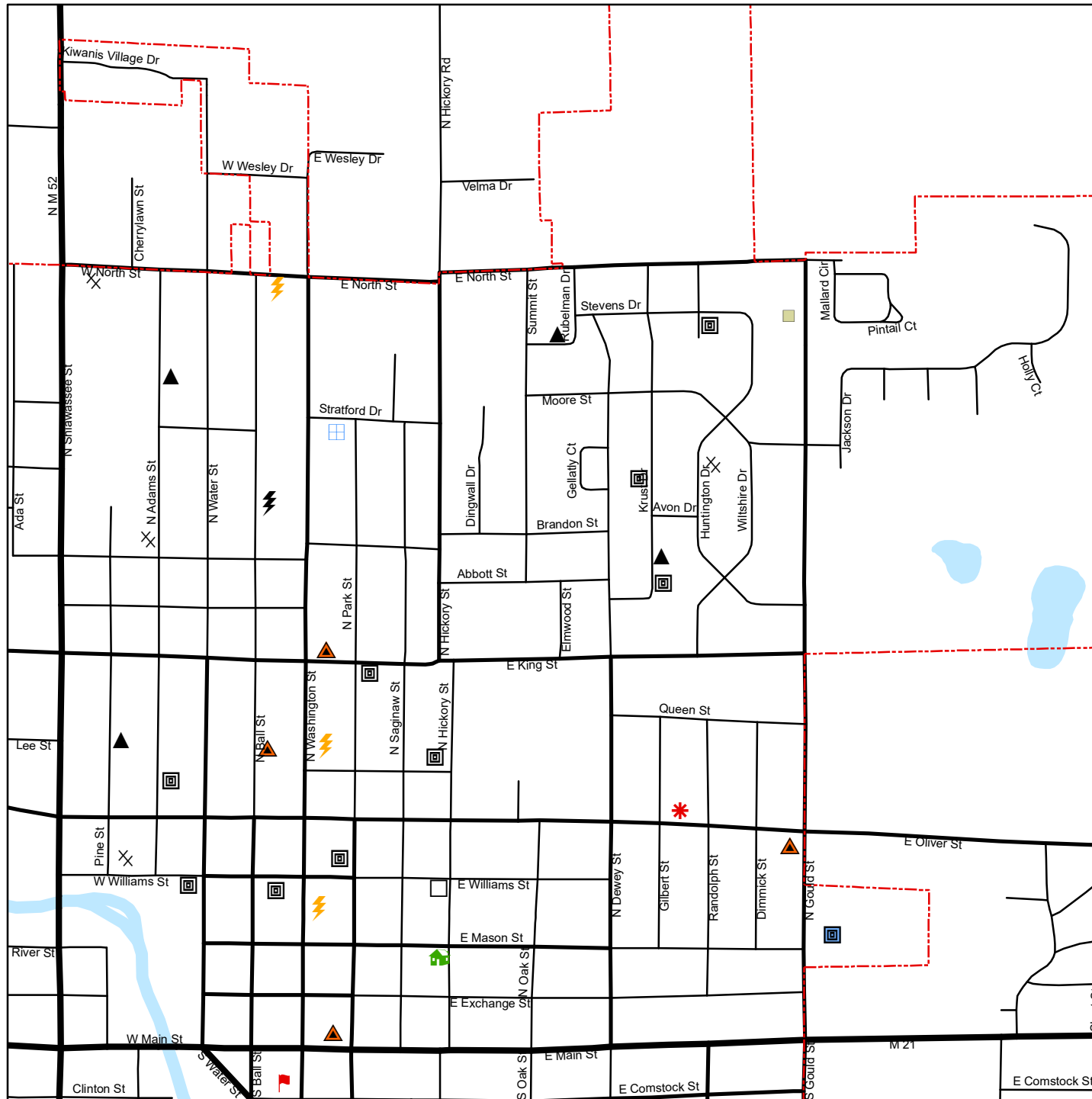
2021 COMPARISON TOTALS

SEPTEMBER 2021	\$614,568	\$19,324	110
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City of Owosso

Building Permit Activity September 2022

NE Quadrant



Category

- Deck
- Electrical
- Electrical & Mechanical
- Fence Permit
- Mechanical
- Multiple Permits
- Plumbing & Mechanical
- Res. Add/Alter/Repair
- Roof
- ROW-Utility
- Siding
- Sign Permit
- Windows

Other Features

- City Limit
- Railroads
- River & Lakes

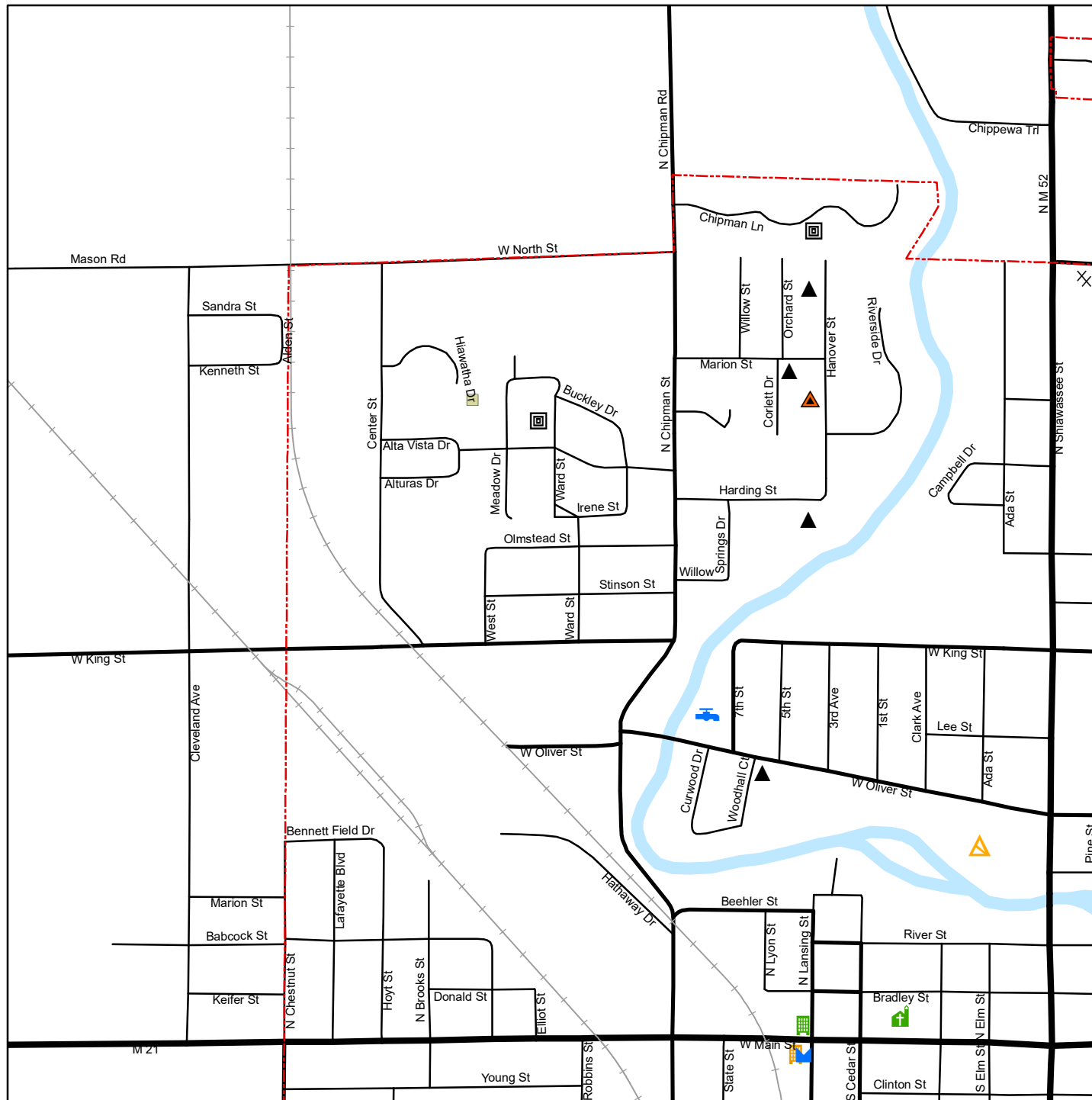
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City of Owosso

Building Permit Activity
September 2022

NW Quadrant



Category

- Basement Waterproofing
- Churches - New & Altered
- Commercial Exterior Walls
- Deck
- Fence Permit
- Mechanical
- Non-Res. Add/Alter/Repair
- Plumbing
- Roof
- ROW-Utility
- Solar Panels

Other Features

- City Limit
- Railroads
- River & Lakes

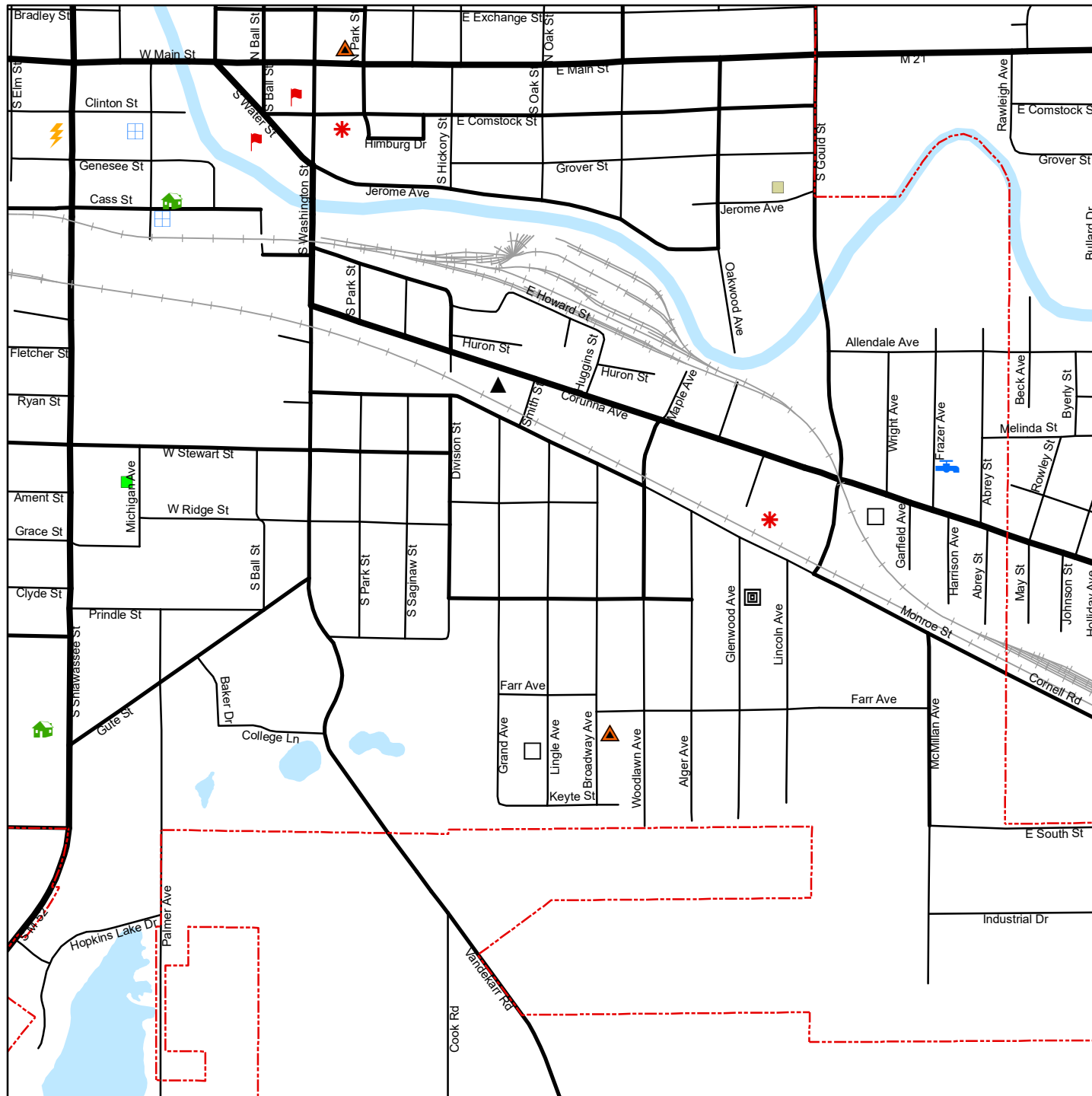
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City of Owosso

Building Permit Activity September 2022

SE Quadrant



Category

- Deck
- Electrical
- Mechanical
- Multiple Permits
- Plumbing
- Porch
- Res. Add/Alter/Repair
- Roof
- ROW-Utility
- Siding
- Sign Permit
- Windows

Other Features

- City Limit
- Railroads
- River & Lakes

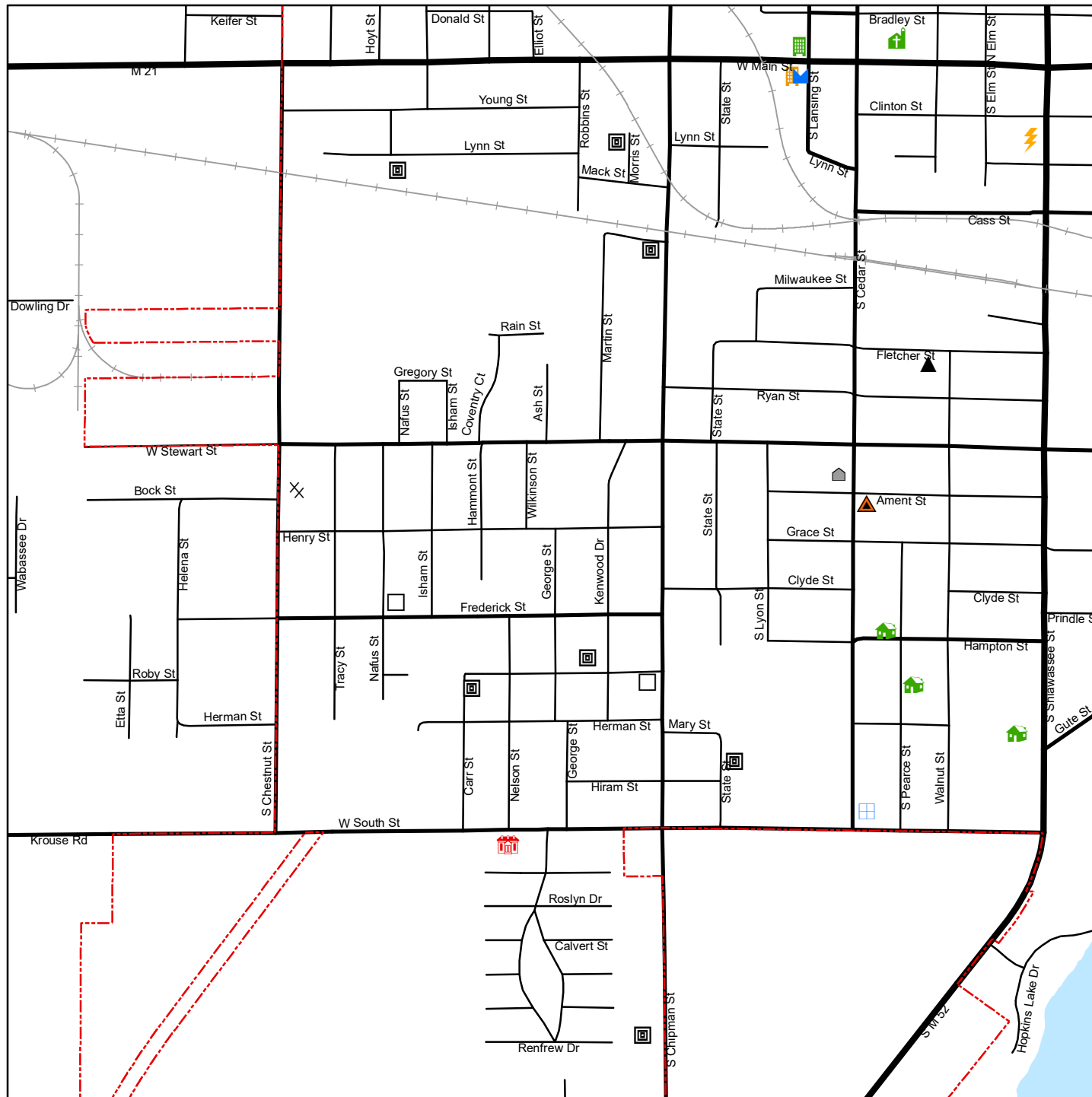
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City of Owosso

Building Permit Activity September 2022

SW Quadrant



Category

- Accessory Structures
- Basement Waterproofing
- Churches - New & Altered
- Commercial Exterior Walls
- Electrical
- Fence Permit
- Mechanical
- Non-Res. Add/Alter/Repair
- Porch
- Res. Add/Alter/Repair
- Res. Duplex New Build
- Roof
- ROW-Utility
- Siding
- Windows

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



Code Enforcement Activity
SEPTEMBER 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	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	11/22/2021	09/06/2022	10/06/2022		N
ENF 22-0385	1460 N SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	03/30/2022	09/12/2022	10/25/2022		N
ENF 22-0150	910 LINGLE AVE	INSPECTED PROPERTY	FINAL NOTICE	02/10/2022	09/22/2022	11/03/2022		N
Total Entries				3				
ANIMALS								
ENF 22-1270	403 E KING ST	RESOLVED	CLOSED	09/07/2022	09/14/2022		09/14/2022	N
Total Entries				1				
APPLIANCES								
ENF 22-1284	604 GRAND AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	09/12/2022	10/05/2022		N
Total Entries				1				
AUTO REP/JUNK VEH								
ENF 21-1819	420 S CEDAR ST	CONTACT WITH OWNER	EXTENSION GRANTED	12/06/2021	09/07/2022	10/06/2022		IND
ENF 22-1304	442 E MASON ST	RESOLVED	CLOSED	09/14/2022	09/14/2022		09/14/2022	Y
ENF 22-1313	502 E MASON ST	RESOLVED	CLOSED	09/19/2022	09/19/2022		09/19/2022	N
ENF 22-1182	1432 LYNN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/18/2022	09/27/2022	11/01/2022		N
Total Entries				4				
BUILDING VIOL								
ENF 22-1230	1226 ADAMS ST	OBTAINED PERMIT	CLOSED	08/30/2022	09/01/2022		09/01/2022	N
ENF 21-1647	413 LAVEROCK ALLEY	RESOLVED	CLOSED	10/26/2021	09/06/2022		09/06/2022	N
ENF 22-1245	603 FLETCHER ST	OBTAINED PERMIT	CLOSED	09/01/2022	09/06/2022		09/06/2022	N
ENF 20-0698	815 W MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/03/2020	09/07/2022	10/11/2022		COMM
ENF 22-0209	420 S CEDAR ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/23/2022	09/07/2022	10/06/2022		IND

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0425	749 WOODLAWN AVE	RECHECK	RECHECK SCHEDULED	04/12/2022	09/07/2022	10/18/2022		N
ENF 22-0916	1046 PEARCE ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/21/2022	09/07/2022	10/18/2022		VAC
ENF 22-0557	604 ALGER AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/05/2022	09/08/2022	10/19/2022		N
ENF 22-1131	519 E MASON ST	INSPECTED PROPERTY	CLOSED	08/10/2022	09/08/2022		09/14/2022	Y
ENF 20-0748	609 MARTIN ST	INSPECTED PROPERTY	REF TO CITY ATTY	09/16/2020	09/12/2022	10/10/2022		VAC
ENF 22-0167	229 S CEDAR ST	ISSUED 2ND TICKET	REF TO CITY ATTY	02/15/2022	09/12/2022	10/18/2022		N
ENF 22-1279	613 SEVENTH ST	OBTAINED PERMIT	CLOSED	09/12/2022	09/12/2022		09/12/2022	N
ENF 22-1280	915 W STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	09/12/2022	06/01/2023		N
ENF 21-0939	802 ALGER AVE	RESOLVED	CLOSED	06/24/2021	09/14/2022		09/14/2022	Y
ENF 22-0067	207 N WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/24/2022	09/14/2022	10/10/2022		N
ENF 22-0293	412 ELIZABETH ST	RESOLVED	CLOSED	03/14/2022	09/14/2022		09/14/2022	Y
ENF 22-0884	313 LAFAYETTE BLVD	INSPECTED PROPERTY	DEMO NOTICE	06/15/2022	09/14/2022	10/27/2022		VAC
ENF 22-1142	520 S CEDAR ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/15/2022	09/14/2022	10/26/2022		N
ENF 22-1263	1208 ORCHARD ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1212	984 CORUNNA AVE	OBTAINED PERMIT	CLOSED	08/25/2022	09/15/2022		09/15/2022	N
ENF 21-1476	732 CORUNNA AVE	INSPECTED PROPERTY	FINAL NOTICE	09/22/2021	09/19/2022	10/26/2022		N
ENF 22-0249	719 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/07/2022	09/19/2022	10/31/2022		N
ENF 21-1887	805 E EXCHANGE ST	INSPECTED PROPERTY	FINAL NOTICE	12/20/2021	09/20/2022	10/31/2022		VAC
ENF 22-0677	602 N SHIAWASSEE ST	INSPECTED PROPERTY	RED-TAGGED	05/19/2022	09/20/2022	10/20/2022		VAC
ENF 19-0225	519 ADA ST	FINAL NOTICE SENT	RECHECK SCHEDULED	03/26/2019	09/22/2022	10/17/2022		N
ENF 21-1868	601 CLINTON ST	INSPECTED PROPERTY	CONTACT WITH RENTER	12/15/2021	09/22/2022	10/10/2022		N
ENF 22-0890	512 E COMSTOCK ST	RESOLVED	CLOSED	06/16/2022	09/26/2022		09/26/2022	N

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ENF 22-1053	737 JEROME AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	07/26/2022	09/26/2022	10/24/2022		N
ENF 22-1334	700 N CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	09/26/2022	09/26/2022	10/06/2022		N
ENF 21-0008	531 AMENT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/07/2021	09/27/2022	10/27/2022		Y
ENF 21-1733	1109 RYAN ST	RESOLVED	CLOSED	11/10/2021	09/27/2022		09/28/2022	N
ENF 21-1886	320 PRINDLE ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/17/2021	09/27/2022	10/24/2022		VAC
ENF 20-0764	1122 S CEDAR ST	INSPECTED PROPERTY	DEMO PENDING	09/21/2020	09/29/2022	10/31/2022		VAC
ENF 21-0192	121 W EXCHANGE ST	INSPECTED PROPERTY	DEMO PENDING	02/09/2021	09/29/2022	10/13/2022		COMM
ENF 22-0070	1031 S CHIPMAN ST	RESOLVED	CLOSED	01/24/2022	09/29/2022		09/29/2022	N
ENF 22-1165	420 PRINDLE ST	INSPECTED PROPERTY	LETTER SENT	08/17/2022	09/29/2022	10/17/2022		N
Total Entries				36				
DEAD TREE								
ENF 22-0844	900 S CHIPMAN ST	RESOLVED	CLOSED	06/13/2022	09/29/2022		09/29/2022	N
Total Entries				1				
DRAIN ISSUES								
ENF 22-0390	520 W MAIN ST	INSPECTED PROPERTY	CLOSED	03/31/2022	09/06/2022		09/06/2022	COMM
ENF 22-1340	815 STATE ST	ON SITE INSPECTION	CLOSED	09/26/2022	09/26/2022		09/27/2022	N
Total Entries				2				
EXTERIOR PAINT/SIDING								
ENF 20-0049	522 FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	01/17/2020	09/01/2022	10/31/2022		N
ENF 21-1290	615 W KING ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/18/2021	09/01/2022	10/31/2022		N
ENF 21-0045	1031 S CHIPMAN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/12/2021	09/06/2022	10/17/2022		N
ENF 21-0083	121 W EXCHANGE ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/20/2021	09/06/2022	11/01/2022		COMM
ENF 21-0238	821 FLETCHER ST	CONTACT WITH OWNER	RECHECK SCHEDULED	02/23/2021	09/06/2022	10/11/2022		N

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ENF 20-0073	219 N LANSING ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/28/2020	09/07/2022	10/31/2022		Y
ENF 21-0479	1114 S CHIPMAN ST	RESOLVED	CLOSED	04/01/2021	09/07/2022		09/07/2022	N
ENF 20-0124	629 LINGLE AVE	INSPECTED PROPERTY	2ND NOTICE SENT	02/24/2020	09/08/2022	10/06/2022		N
ENF 20-0106	839 E COMSTOCK ST	INSPECTED PROPERTY	2ND NOTICE SENT	02/17/2020	09/12/2022	10/17/2022		VAC
ENF 20-0210	519 E MASON ST	INSPECTED PROPERTY	RE-OPENED	05/18/2020	09/12/2022	10/03/2022		Y
ENF 21-1563	422 W WILLIAMS ST	INSPECTED PROPERTY	EXTENSION GRANTED	10/12/2021	09/12/2022	10/17/2022		N
ENF 20-0042	320 E MASON ST	RESOLVED	CLOSED	01/17/2020	09/13/2022		09/13/2022	N
ENF 21-1732	1109 RYAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/10/2021	09/13/2022	10/18/2022		N
ENF 22-0213	813 BRADLEY ST	INSPECTED PROPERTY	INSPECTION COMPLETE	02/24/2022	09/19/2022	11/30/2022		N
ENF 20-0076	414 HUGGINS ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/28/2020	09/20/2022	11/01/2022		Y
ENF 20-0143	1407 LYNN ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/05/2020	09/21/2022	11/01/2022		N
ENF 21-0033	826 LINGLE AVE	RESOLVED	CLOSED	01/12/2021	09/21/2022		09/21/2022	N
ENF 22-1162	307 GENESEE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	08/16/2022	09/27/2022	10/12/2022		Y
ENF 20-0052	301 GENESEE ST	INSPECTED PROPERTY	FINAL NOTICE	01/17/2020	09/29/2022	02/01/2023		N
ENF 21-0024	420 E EXCHANGE ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/12/2021	09/29/2022	02/01/2023		N
ENF 21-0023	607 W STEWART ST	INSPECTED PROPERTY	2ND NOTICE SENT	01/12/2021	09/29/2022	02/01/2023		N
ENF 21-0040	758 WOODLAWN AVE	INSPECTED PROPERTY	FINAL NOTICE	01/12/2021	09/29/2022	02/01/2023		N
ENF 22-0330	402 E COMSTOCK ST	RESOLVED	CLOSED	03/21/2022	09/29/2022		09/29/2022	Y

Total Entries 23

FENCE VIOLATION

ENF 22-0299	1309 PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/15/2022	09/12/2022	10/26/2022		N
ENF 22-1309	1225 W STEWART ST	LETTER SENT	RECHECK SCHEDULED	09/15/2022	09/15/2022	10/06/2022		N

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ENF 22-0257	102 S WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/07/2022	09/22/2022	10/24/2022		N
Total Entries				3				
FIRE DAMAGE								
ENF 21-1891	115 S WASHINGTON ST	STINSPECTED PROPERTY	RECHECK SCHEDULED	12/21/2021	09/12/2022	10/13/2022		N
ENF 21-1898	113 S WASHINGTON ST	INSPECTED PROPERTY	DEMO PENDING	12/22/2021	09/12/2022	10/13/2022		COMM
ENF 22-0833	832 LINGLE AVE	INSPECTED PROPERTY	INSPECTION PENDING	06/13/2022	09/14/2022	10/04/2022		N
ENF 22-0193	1404 S CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	09/21/2022	10/20/2022		Y
Total Entries				4				
FRONT YARD PARKING								
ENF 22-1224	443 E MAIN ST	INSPECTED PROPERTY	CLOSED	08/29/2022	09/07/2022		09/07/2022	N
ENF 22-1237	1214 MACK ST	RESOLVED	CLOSED	08/31/2022	09/08/2022		09/08/2022	N
ENF 22-1152	1209 APPLEWOOD DR	RESOLVED	CLOSED	08/15/2022	09/14/2022		09/14/2022	N
ENF 22-1255	543 RANDOLPH ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1293	436 BRANDON ST	RESOLVED	CLOSED	09/13/2022	09/14/2022		09/14/2022	N
ENF 22-1320	205 N GOULD ST	RESOLVED	CLOSED	09/20/2022	09/20/2022		09/29/2022	N
ENF 22-1319	414 HUGGINS ST	LETTER SENT	RECHECK SCHEDULED	09/20/2022	09/29/2022	10/05/2022		Y
Total Entries				7				
FURNITURE OUTSIDE								
ENF 22-1218	817 CORUNNA AVE	RESOLVED	CLOSED	08/29/2022	09/06/2022		09/06/2022	Y
ENF 22-1175	819 NAFUS ST	RESOLVED	CLOSED	08/17/2022	09/08/2022		09/08/2022	N
ENF 22-1185	917 E MASON ST	RESOLVED	CLOSED	08/22/2022	09/12/2022		09/12/2022	Y
ENF 22-1201	514 N SHIAWASSEE ST	RESOLVED	CLOSED	08/24/2022	09/12/2022		09/12/2022	N
ENF 22-1298	313 N CEDAR ST	RESOLVED	CLOSED	09/14/2022	09/27/2022		09/27/2022	N

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ENF 22-1316	1201 N DEWEY ST	RESOLVED	CLOSED	09/19/2022	09/29/2022		09/29/2022	N
ENF 22-1282	300 W RIDGE ST 1	RESOLVED	CLOSED	09/12/2022	10/03/2022		10/03/2022	Y
Total Entries				7				
GARBAGE & DEBRIS								
ENF 22-0110	410 S BALL ST	RESOLVED	CLOSED	02/03/2022	09/01/2022		09/01/2022	COMM
ENF 22-0153	410 GUTE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/10/2022	09/07/2022	10/06/2022		N
ENF 22-1267	1005 FLETCHER ST	LETTER SENT	RECHECK SCHEDULED	09/07/2022	09/07/2022	10/05/2022		Y
ENF 22-0997	1100 CLYDE ST	RESOLVED	CLOSED	07/11/2022	09/08/2022		09/08/2022	N
ENF 22-0163	220 W KING ST	INSPECTED PROPERTY	2ND TICKET ISSUED	02/14/2022	09/12/2022	10/12/2022		N
ENF 22-1285	713 WILTSHIRE DR	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	09/12/2022	10/05/2022		N
ENF 22-1249	703 CORUNNA AVE	RESOLVED	CLOSED	09/06/2022	09/13/2022		09/13/2022	Y
ENF 20-0878	643 N HICKORY ST	INSPECTED PROPERTY	PENDING 3RD TICKET	10/26/2020	09/14/2022	10/10/2022		N
ENF 22-1132	719 S CHIPMAN ST	RESOLVED	CLOSED	08/11/2022	09/14/2022		09/14/2022	N
ENF 22-1242	913 NAFUS ST	RESOLVED	CLOSED	08/31/2022	09/15/2022		09/15/2022	Y
ENF 22-1323	647 N SHIAWASSEE ST	RESOLVED	CLOSED	09/20/2022	09/20/2022		09/29/2022	N
ENF 22-1307	1202 S CHIPMAN ST	RESOLVED	CLOSED	09/15/2022	09/21/2022		09/21/2022	N
ENF 22-1269	1318 W STEWART ST	RESOLVED	CLOSED	09/07/2022	09/22/2022		09/22/2022	Y
ENF 22-1274	1218 HIRAM ST	RESOLVED	CLOSED	09/07/2022	09/22/2022		09/22/2022	N
ENF 22-1289	835 E COMSTOCK ST	INSPECTED PROPERTY	2ND NOTICE SENT	09/12/2022	09/26/2022	10/04/2022		N
ENF 22-1297	718 RIVER ST	INSPECTED PROPERTY	LETTER SENT	09/14/2022	09/26/2022	10/06/2022		N
ENF 22-1333	819 E COMSTOCK ST	INSPECTED PROPERTY	LETTER SENT	09/26/2022	09/26/2022	10/10/2022		Y
ENF 22-1336	1223 MACK ST	RESOLVED	CLOSED	09/26/2022	09/26/2022		09/26/2022	N
ENF 22-0551	811 GRACE ST	INSPECTED PROPERTY	2ND TICKET ISSUED	05/04/2022	09/27/2022	10/10/2022		N

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ENF 22-0022	321 E WILLIAMS ST	INSPECTED PROPERTY	1ST TICKET ISSUED	01/06/2022	09/29/2022	10/13/2022		N
ENF 22-1318	924 GRACE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/20/2022	09/29/2022	10/13/2022		N
ENF 22-1322	1107 W OLIVER ST	RESOLVED	CLOSED	09/20/2022	09/29/2022		09/29/2022	N
ENF 22-1324	701 WILTSHIRE DR	LETTER SENT	RECHECK SCHEDULED	09/20/2022	09/29/2022	10/10/2022		N
ENF 22-1265	855 GRAND AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/07/2022	10/03/2022	10/10/2022		Y
ENF 22-1317	452 E HOWARD ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/19/2022	10/03/2022	10/06/2022		N

Total Entries 25

GARBAGE CANS

ENF 22-1240	905 DINGWALL DR	RESOLVED	CLOSED	08/31/2022	09/06/2022		09/06/2022	N
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Total Entries 1

GARBAGE/JUNK IN ROW

ENF 22-1216	919 BEEHLER ST	RESOLVED	CLOSED	08/25/2022	09/01/2022		09/01/2022	N
ENF 22-1166	1004 PEARCE ST	RESOLVED	CLOSED	08/17/2022	09/06/2022		09/06/2022	Y
ENF 22-1219	723 W STEWART ST	RESOLVED	CLOSED	08/29/2022	09/06/2022		09/06/2022	N
ENF 22-1220	430 E COMSTOCK ST	RESOLVED	CLOSED	08/29/2022	09/06/2022		09/06/2022	Y
ENF 22-1221	607 E EXCHANGE ST	RESOLVED	CLOSED	08/29/2022	09/06/2022		09/06/2022	N
ENF 22-1223	1213 BROADWAY AVE	RESOLVED	CLOSED	08/29/2022	09/06/2022		09/06/2022	Y
ENF 22-1226	715 N WASHINGTON ST	RESOLVED	CLOSED	08/30/2022	09/06/2022		09/06/2022	Y
ENF 22-1228	423 E MASON ST	RESOLVED	CLOSED	08/30/2022	09/07/2022		09/07/2022	N
ENF 22-1231	203 S DEWEY ST	RESOLVED	CLOSED	08/30/2022	09/07/2022		09/07/2022	N
ENF 22-1232	720 GRAND AVE	RESOLVED	CLOSED	08/30/2022	09/07/2022		09/07/2022	N
ENF 22-1233	115 S LANSING	RESOLVED	CLOSED	08/31/2022	09/07/2022		09/07/2022	Y
ENF 22-1234	910 LINGLE AVE	RESOLVED	CLOSED	08/31/2022	09/07/2022		09/07/2022	N

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ENF 22-1248	930 GEORGE ST	RESOLVED	CLOSED	09/01/2022	09/07/2022		09/07/2022	N
ENF 22-1187	123 STATE ST	CONTACT WITH OCCUPANT	CLOSED	08/22/2022	09/08/2022		09/08/2022	Y
ENF 22-1189	133 S CHIPMAN ST	RESOLVED	CLOSED	08/22/2022	09/08/2022		09/08/2022	Y
ENF 22-1198	1120 BEEHLER ST	RESOLVED	CLOSED	08/23/2022	09/08/2022		09/08/2022	N
ENF 22-1229	216 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2022	09/12/2022	10/05/2022		Y
ENF 22-1281	641 N SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	09/12/2022	10/06/2022		Y
ENF 22-1121	1265 N SHIAWASSEE ST	RESOLVED	CLOSED	08/09/2022	09/14/2022		09/14/2022	N
ENF 22-1176	701 N PARK ST	RESOLVED	CLOSED	08/18/2022	09/14/2022		09/14/2022	N
ENF 22-1211	704 GLENWOOD AVE	RESOLVED	CLOSED	08/25/2022	09/14/2022		09/14/2022	N
ENF 22-1227	203 N CEDAR ST	RESOLVED	CLOSED	08/30/2022	09/14/2022		09/14/2022	Y
ENF 22-1247	1218 HIRAM ST	RESOLVED	CLOSED	09/01/2022	09/14/2022		09/14/2022	N
ENF 22-1252	403 W OLIVER ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1256	407 E KING ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1258	1004 FLETCHER ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1259	920 MILWAUKEE ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1261	437 E MASON ST	RESOLVED	CLOSED	09/06/2022	09/14/2022		09/14/2022	N
ENF 22-1264	1006 N CHIPMAN ST	RESOLVED	CLOSED	09/07/2022	09/14/2022		09/14/2022	N
ENF 22-1276	1305 MACK ST	RESOLVED	CLOSED	09/08/2022	09/14/2022		09/14/2022	N
ENF 22-1303	439 E MAIN ST	NO VIOLATION	CLOSED	09/14/2022	09/14/2022		09/14/2022	Y
ENF 22-1278	536 FLETCHER ST	RESOLVED	CLOSED	09/08/2022	09/15/2022		09/15/2022	Y
ENF 22-1029	320 N DEWEY ST	RESOLVED	CLOSED	07/19/2022	09/19/2022		09/19/2022	Y
ENF 22-1275	401 N LANSING ST	RESOLVED	CLOSED	09/08/2022	09/20/2022		09/20/2022	N

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ENF 22-1306	1210 MACK ST	RESOLVED	CLOSED	09/15/2022	09/20/2022		09/20/2022	N
ENF 22-1250	734 N HICKORY ST	RESOLVED	CLOSED	09/06/2022	09/21/2022		09/21/2022	N
ENF 22-1296	416 MAPLE AVE	RESOLVED	CLOSED	09/13/2022	09/21/2022		09/21/2022	Y
ENF 22-1302	502 KEYTE ST	RESOLVED	CLOSED	09/14/2022	09/21/2022		09/21/2022	N
ENF 22-1206	716 GRAND AVE	RESOLVED	CLOSED	08/24/2022	09/22/2022		09/22/2022	N
ENF 22-1257	1421 CLEVELAND ST	RESOLVED	CLOSED	09/06/2022	09/22/2022		09/22/2022	N
ENF 22-1272	733 N PARK ST	RESOLVED	CLOSED	09/07/2022	09/22/2022		09/22/2022	N
ENF 22-1273	919 BEEHLER ST	RESOLVED	CLOSED	09/07/2022	09/22/2022		09/22/2022	N
ENF 22-1286	521 ADAMS ST	RESOLVED	CLOSED	09/12/2022	09/22/2022		09/22/2022	Y
ENF 22-1291	320 N OAK ST	RESOLVED	CLOSED	09/12/2022	09/22/2022		09/22/2022	Y
ENF 22-1305	206 N DEWEY ST	RESOLVED	CLOSED	09/15/2022	09/22/2022		09/22/2022	N
ENF 22-1308	821 KENWOOD DR	RESOLVED	CLOSED	09/15/2022	09/22/2022		09/22/2022	N
ENF 22-1311	537 N CHIPMAN ST	RESOLVED	CLOSED	09/19/2022	09/26/2022		09/26/2022	N
ENF 22-1207	1325 W STEWART ST	RESOLVED	CLOSED	08/24/2022	09/27/2022		09/27/2022	Y
ENF 22-1341	314 E OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2022	09/27/2022	10/06/2022		Y
ENF 22-1342	413 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2022	09/27/2022	10/07/2022		Y
ENF 22-1343	409 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2022	09/27/2022	10/06/2022		Y
ENF 22-1251	801 N HICKORY ST	RESOLVED	CLOSED	09/06/2022	09/29/2022		09/29/2022	N
ENF 22-1288	1305 HENRY ST	RESOLVED	CLOSED	09/12/2022	09/29/2022		09/29/2022	Y
ENF 22-1294	338 N DEWEY ST	INSPECTED PROPERTY	LETTER SENT	09/13/2022	09/29/2022	10/06/2022		N
ENF 22-1299	214 CASS ST	RESOLVED	CLOSED	09/14/2022	09/29/2022		09/29/2022	N
ENF 22-1301	909 STATE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/14/2022	09/29/2022	10/06/2022		N
ENF 22-1310	601 FLETCHER ST	RESOLVED	CLOSED	09/15/2022	09/29/2022		09/29/2022	N

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1315	333 N SAGINAW ST	LETTER SENT	RECHECK SCHEDULED	09/19/2022	09/29/2022	10/06/2022		Y
ENF 22-1321	540 E EXCHANGE ST A	INSPECTED PROPERTY	RECHECK SCHEDULED	09/20/2022	09/29/2022	10/06/2022		Y
ENF 22-1325	1309 S CEDAR ST	LETTER SENT	RECHECK SCHEDULED	09/21/2022	09/29/2022	10/06/2022		N
ENF 22-1326	802 BROADWAY AVE	RESOLVED	CLOSED	09/21/2022	09/29/2022		09/29/2022	VAC
ENF 22-1327	616 ALGER AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/21/2022	09/29/2022	10/05/2022		N
ENF 22-1328	226 W RIDGE ST	RESOLVED	CLOSED	09/21/2022	09/29/2022		09/29/2022	N
ENF 22-1331	723 CLINTON ST	RESOLVED	CLOSED	09/22/2022	09/29/2022		09/29/2022	Y
ENF 22-1271	210 N OAK ST	CONTACT WITH OWNER	RECHECK SCHEDULED	09/07/2022	10/03/2022	10/03/2022		N
ENF 22-1277	709 FLETCHER ST	RESOLVED	CLOSED	09/08/2022	10/03/2022		10/03/2022	N
ENF 22-1283	208 W RIDGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	10/03/2022	10/10/2022		Y
ENF 22-1337	1204 DEVONSHIRE CT	RESOLVED	CLOSED	09/26/2022	10/03/2022		10/03/2022	N
ENF 22-1338	215 STRATFORD DR	RESOLVED	CLOSED	09/26/2022	10/03/2022		10/03/2022	N
ENF 22-1339	401 E KING ST	RESOLVED	CLOSED	09/26/2022	10/03/2022		10/03/2022	N
Total Entries				70				
HEALTH & SAFETY								
ENF 21-1675	1190 S SHIAWASSEE ST	OBTAINED PERMIT	CLOSED	11/02/2021	09/09/2022		09/09/2022	N
ENF 22-0815	320 E MASON ST	OBTAINED PERMIT	CLOSED	04/21/2022	09/14/2022		09/14/2022	N
ENF 21-0865	667 GLENWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/11/2021	09/21/2022	10/20/2022		N
ENF 22-0985	703 CORUNNA AVE	INSPECTED PROPERTY	RED-TAGGED	07/05/2022	09/26/2022	10/10/2022		Y
Total Entries				4				
IMMINENT DANGER OF STRUCTURE								
ENF 22-0059	326 S DEWEY ST	INSPECTED PROPERTY	REF TO CITY ATTY	01/21/2022	09/22/2022	10/24/2022		VAC
Total Entries				1				

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<u>LAWN MAINTENANCE</u>								
ENF 22-1244	917 E MASON ST	RESOLVED	CLOSED	09/01/2022	09/01/2022		09/01/2022	Y
ENF 22-0782	305 GENESEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/06/2022	09/06/2022	10/04/2022		VAC
ENF 21-1040	712 ISHAM ST	INSPECTED PROPERTY	CLOSED	07/13/2022	09/07/2022		09/07/2022	Y
ENF 22-0608	915 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	09/13/2022	10/04/2022		VAC
ENF 22-0611	827 MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	09/13/2022	10/04/2022		V.L.
ENF 22-0614	731 W STEWART ST	INSPECTED PROPERTY	CLOSED	05/16/2022	09/13/2022		09/14/2022	N
ENF 22-0622	1260 ADAMS ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/16/2022	09/13/2022	10/04/2022		N
ENF 22-0628	319 E MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	09/13/2022	10/04/2022		N
ENF 22-0634	1601 YOUNG ST	RESOLVED	CLOSED	05/16/2022	09/13/2022		09/13/2022	N
ENF 22-0640	823 TRACY ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/17/2022	09/13/2022	10/04/2022		N
ENF 22-0649	1444 W KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/17/2022	09/13/2022	10/04/2022		N
ENF 22-0658	313 LAFAYETTE BLVD	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/17/2022	09/13/2022	10/04/2022		N
ENF 22-0664	602 N SHIAWASSEE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/18/2022	09/13/2022	10/04/2022		VAC
ENF 22-0668	MONROE ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/18/2022	09/13/2022	10/04/2022		N
ENF 22-0673	808 DIVISION ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	05/18/2022	09/13/2022	10/04/2022		VAC
ENF 22-0759	1046 PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/31/2022	09/13/2022	10/04/2022		VAC
ENF 22-0801	1404 S CHIPMAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/07/2022	09/13/2022	10/04/2022		VAC
ENF 22-1188	1431 CLEVELAND ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/22/2022	09/13/2022	10/04/2022		N
ENF 22-1235	310 W WILLIAMS ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	08/31/2022	09/13/2022	10/04/2022		N
ENF 22-1238	320 N DEWEY ST	REF TO MOWING CONTRACTOR	RECHECK SCHEDULED	08/31/2022	09/13/2022	10/04/2022		Y

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1239	905 DINGWALL DR	RESOLVED	CLOSED	08/31/2022	09/13/2022		09/13/2022	N
ENF 22-1246	1022 S CHIPMAN ST	RESOLVED	CLOSED	09/01/2022	09/13/2022		09/13/2022	Y
ENF 22-1260	309 E WILLIAMS ST	RESOLVED	CLOSED	09/06/2022	09/13/2022		09/13/2022	Y
ENF 22-0715	216 S ELM ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/24/2022	09/20/2022	10/04/2022		VAC
ENF 22-1161	208 STATE ST	INSPECTED PROPERTY	LETTER SENT	08/16/2022	09/21/2022	10/11/2022		N
ENF 22-1194	1149 S SHIAWASSEE ST	RESOLVED	CLOSED	08/22/2022	09/26/2022		09/26/2022	N
ENF 22-0603	326 S DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2022	09/27/2022	10/04/2022		N
ENF 22-0766	433 E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2022	09/27/2022	10/04/2022		Y
ENF 22-0789	1122 S CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/06/2022	09/27/2022	10/04/2022		VAC
ENF 22-1300	621 N SAGINAW ST	RESOLVED	CLOSED	09/14/2022	09/27/2022		09/27/2022	Y
Total Entries				30				
MECHANICAL VIOLATIONS								
ENF 22-1347	112 N WASHINGTON ST	CONTACT WITH BUSINESS	RECHECK SCHEDULED	10/03/2022	09/30/2022	10/14/2022		COMM
Total Entries				1				
MISC.								
ENF 21-1779	524 HARRISON AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2021	09/21/2022	10/20/2022		VAC
ENF 22-0328	1005 N SAGINAW ST	INSPECTED PROPERTY	LETTER SENT	03/17/2022	09/26/2022	11/03/2022		Y
Total Entries				2				
MULTIPLE VIOLATIONS								
ENF 21-1831	709 S PARK ST	INSPECTED PROPERTY	2ND NOTICE SENT	12/07/2021	09/01/2022	04/03/2023		N
ENF 21-1670	530 N BALL ST	CONTACT WITH OWNER	RECHECK SCHEDULED	11/01/2021	09/06/2022	11/16/2022		Y
ENF 22-1205	916 MILWAUKEE ST	LETTER SENT	PARTIALLY RESOLVED	08/24/2022	09/06/2022	10/05/2022		Y
ENF 22-1215	821 STATE ST	INSPECTED PROPERTY	CLOSED	08/25/2022	09/06/2022		09/06/2022	N

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1217	813 DIVISION ST	INSPECTED PROPERTY	CLOSED	08/29/2022	09/06/2022		09/06/2022	N
ENF 22-1254	708 E OLIVER ST	INSPECTED PROPERTY	CLOSED	09/06/2022	09/06/2022		09/06/2022	N
ENF 21-0966	817 ISHAM ST	INSPECTED PROPERTY	FINAL NOTICE	06/28/2021	09/07/2022	10/12/2022		VAC
ENF 21-1821	407 N SAGINAW ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2021	09/07/2022			N
ENF 22-0035	819 W MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/11/2022	09/07/2022	10/25/2022		COMM
ENF 22-0518	115 W KING ST	INSPECTED PROPERTY	2ND NOTICE SENT	04/28/2022	09/07/2022	10/17/2022		Y
ENF 22-1236	1415 LYNN ST	RESOLVED	CLOSED	08/31/2022	09/07/2022		09/07/2022	N
ENF 21-1509	1405 W MAIN ST	INSPECTED PROPERTY	FINAL NOTICE	09/28/2021	09/08/2022	10/05/2022		N
ENF 22-0090	802 E OLIVER ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/28/2022	09/08/2022	10/11/2022		N
ENF 22-0925	1108 MEADOW DR	INSPECTED PROPERTY	REF TO CITY ATTY	06/22/2022	09/08/2022	10/06/2022		VAC
ENF 22-1174	1018 ADA ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/17/2022	09/08/2022	10/12/2022		N
ENF 21-1562	316 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/11/2021	09/12/2022	10/11/2022		COMM
ENF 22-0083	410 S WASHINGTON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/26/2022	09/12/2022	10/20/2022		N
ENF 22-1060	912 KENWOOD DR	RESOLVED	CLOSED	07/26/2022	09/12/2022		09/12/2022	N
ENF 22-1110	812 DIVISION ST	RESOLVED	CLOSED	08/08/2022	09/12/2022		09/12/2022	N
ENF 22-1290	531 GROVER ST	LETTER SENT	RECHECK SCHEDULED	09/12/2022	09/12/2022	10/11/2022		Y
ENF 22-0535	409 GROVER ST	RESOLVED	CLOSED	05/03/2022	09/13/2022		09/13/2022	N
ENF 22-1190	1214 PEARCE ST	LETTER SENT	PARTIALLY RESOLVED	08/22/2022	09/13/2022	03/06/2023		Y
ENF 21-1434	644 N WATER ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/13/2021	09/14/2022	10/13/2022		N
ENF 21-1884	328 PRINDLE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/17/2021	09/14/2022	10/12/2022		N
ENF 22-0393	821 FLETCHER ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	04/01/2022	09/14/2022	10/26/2022		N
ENF 22-1093	505 S LYON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/02/2022	09/14/2022	10/10/2022		Y

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0450	1210 MACK ST	INSPECTED PROPERTY	1ST TICKET ISSUED	04/19/2022	09/15/2022	10/06/2022		N
ENF 22-1172	1431 W KING ST	INSPECTED PROPERTY	CLOSED	08/17/2022	09/15/2022		09/15/2022	N
ENF 22-1262	710 RIVER ST	INSPECTED PROPERTY	CLOSED	09/06/2022	09/15/2022		09/15/2022	Y
ENF 22-1266	942 LINGLE AVE	OBTAINED PERMIT	CLOSED	09/07/2022	09/16/2022		09/16/2022	Y
ENF 20-0182	1210 CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	05/11/2020	09/19/2022	10/17/2022		N
ENF 21-1522	1312 YOUNG ST	INSPECTED PROPERTY	FINAL NOTICE	09/30/2021	09/19/2022	10/18/2022		N
ENF 20-0917	117 W EXCHANGE ST	INSPECTED PROPERTY	LETTER SENT	11/03/2020	09/21/2022	10/20/2022		N
ENF 21-1592	321 E STEWART ST	INSPECTED PROPERTY	1ST TICKET ISSUED	10/19/2021	09/22/2022	10/06/2022		Y
ENF 22-0521	1416 W MAIN ST	INSPECTED PROPERTY	LETTER SENT	04/29/2022	09/22/2022	10/06/2022		N
ENF 22-0883	300 S CHIPMAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	06/15/2022	09/26/2022	10/10/2022		Y
ENF 22-1335	1428 YOUNG ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/26/2022	09/26/2022	10/06/2022		Y
ENF 21-1749	715 E MASON ST	INSPECTED PROPERTY	EXTENSION GRANTED	11/16/2021	09/27/2022	10/27/2022		N
ENF 22-0238	824 E MAIN ST	INSPECTED PROPERTY	2ND NOTICE SENT	03/03/2022	09/27/2022	10/31/2022		N
ENF 22-1197	316 OAKWOOD AVE	INSPECTED PROPERTY	INSPECTED PROPERTY	08/23/2022	09/27/2022	10/11/2022		Y
ENF 20-0411	1311 MACK ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	06/29/2020	09/29/2022	10/31/2022		N
ENF 22-0421	901 N SHIAWASSEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	04/11/2022	09/29/2022	10/12/2022		Y
ENF 22-1072	307 CORUNNA AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/28/2022	09/29/2022	10/13/2022		VAC
ENF 22-1150	328 S DEWEY ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/15/2022	09/29/2022	10/05/2022		N
ENF 22-1253	220 S DEWEY ST	INSPECTED PROPERTY	LETTER SENT	09/06/2022	09/29/2022	10/06/2022		Y
ENF 22-1314	401 N SAGINAW ST	RESOLVED	CLOSED	09/19/2022	09/29/2022		09/29/2022	Y
Total Entries				46				
NO BUILDING PERMIT								
ENF 22-1330	503 S SHIAWASSEE ST	COMPLAINT LOGGED	CONTACTED PROPERTY OWNER	09/22/2022	10/27/2021			COMM

Code Enforcement Activity
SEPTEMBER 2022

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1268	1004 FLETCHER ST	CONTACT WITH OWNER	CLOSED	09/07/2022	09/14/2022		09/14/2022	N
ENF 22-1292	316 E WILLIAMS ST	OBTAINED PERMIT	CLOSED	09/13/2022	09/19/2022		09/19/2022	N
ENF 22-1295	1202 S CHIPMAN ST	OBTAINED PERMIT	CLOSED	09/13/2022	09/22/2022		09/22/2022	N
Total Entries				4				
NO POOL PERMIT								
ENF 22-0449	402 S CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	04/19/2022	09/12/2022	06/01/2023		N
Total Entries				1				
RENTAL REGISTRATION								
ENF 22-0908	721 N CHIPMAN ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/20/2022	09/19/2022	10/29/2022		Y
ENF 22-1332	631 WOODLAWN AVE	COMPLAINT LOGGED	LETTER SENT	09/22/2022	09/22/2022	10/22/2022		Y
ENF 22-1225	430 E COMSTOCK ST	INSPECTED PROPERTY	2ND NOTICE SENT	08/29/2022	09/26/2022	10/29/2022		Y
Total Entries				3				
ROW VIOLATIONS								
ENF 22-1049	414 CASS ST	CONTACT WITH OWNER	CLOSED	07/21/2022	08/08/2022		09/09/2022	N
ENF 22-1010	120 N HOWELL ST	RESOLVED	CLOSED	07/13/2022	09/12/2022		09/12/2022	N
Total Entries				2				
SIGN VIOLATION								
ENF 22-1344	737 W MAIN ST	COMPLAINT LOGGED	RECHECK SCHEDULED	09/27/2022	09/26/2022	10/04/2022		COMM
Total Entries				1				
TEMPORARY STRUCTURES								
ENF 21-1655	405 HURON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/27/2021	09/08/2022	10/18/2022		N
ENF 22-0236	726 GRAND AVE	INSPECTED PROPERTY	LETTER SENT	03/03/2022	09/12/2022	10/11/2022		N
ENF 21-1643	501 ABBOTT ST	INSPECTED PROPERTY	EXTENSION GRANTED	10/26/2021	09/19/2022	03/27/2023		N

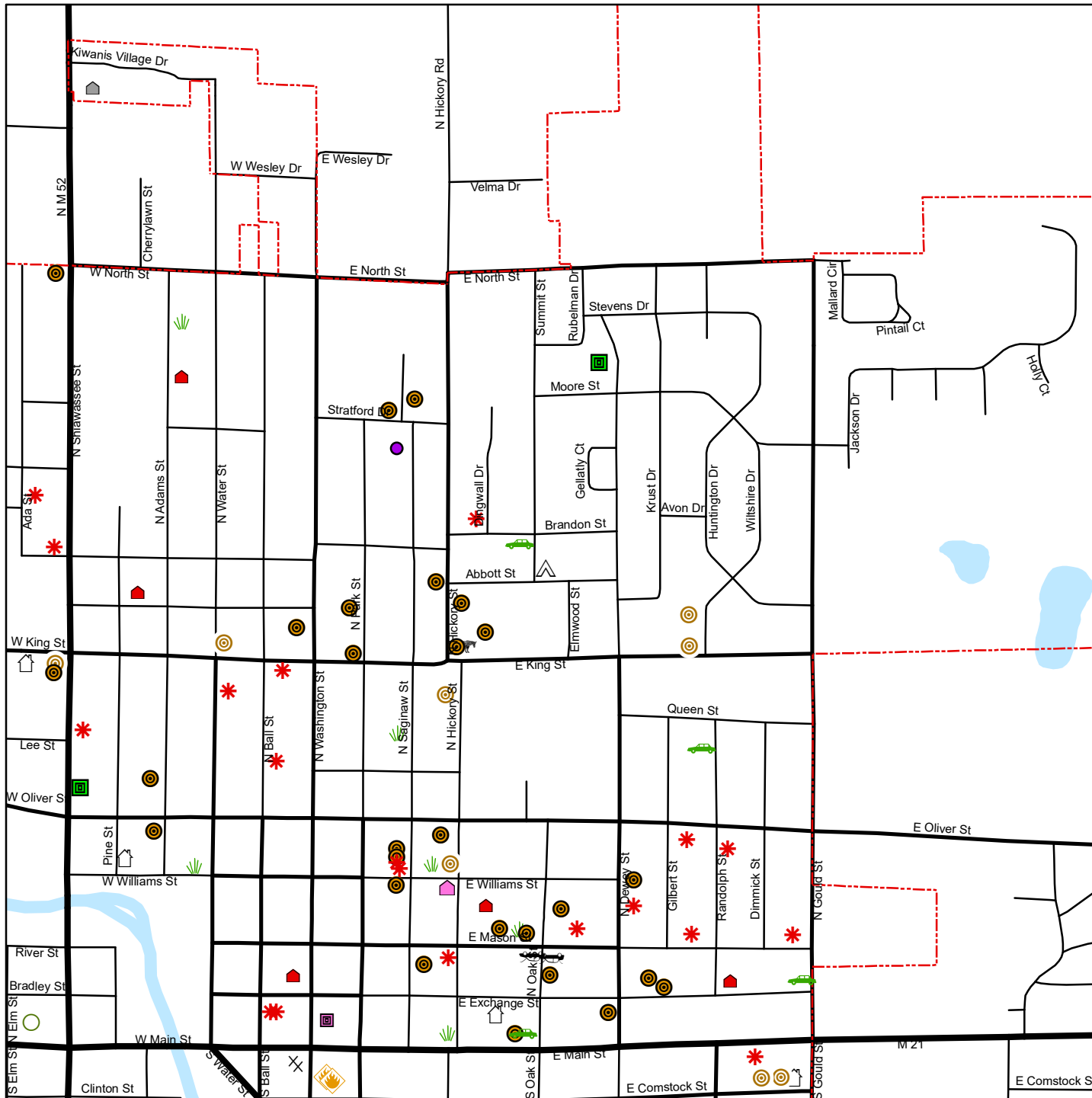
Total Pages: 16

City of Owosso

Code Enforcement Activity

September 2022

NE Quadrant



Category

- Accessory Structures
- Animals
- Auto Repair/Junk Vehicle
- Building Violation
- Drain Issues
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Lawn Maintenance
- Mechanical Violations
- Misc.
- Multiple Violations
- No Building Permit
- Temporary Structures

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet

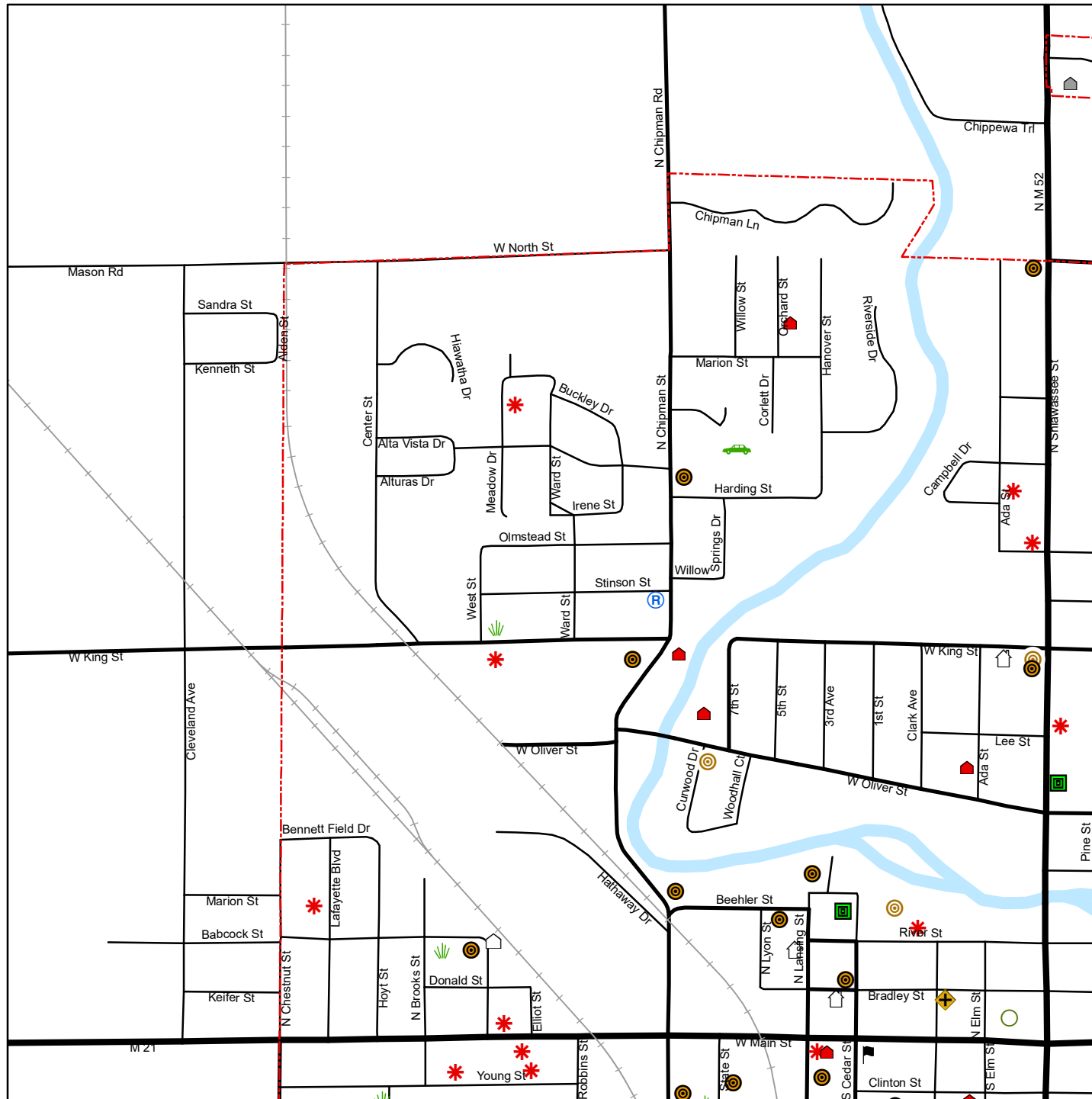


City of Owosso

Code Enforcement Activity

September 2022

NW Quadrant



Category

- Accessory Structures
- Building Violation
- Drain Issues
- Exterior Paint/Siding
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Lawn Maintenance
- Multiple Violations
- Rental Registration
- ROW Violations
- Sign Violation
- Vacant Structures

Other Features

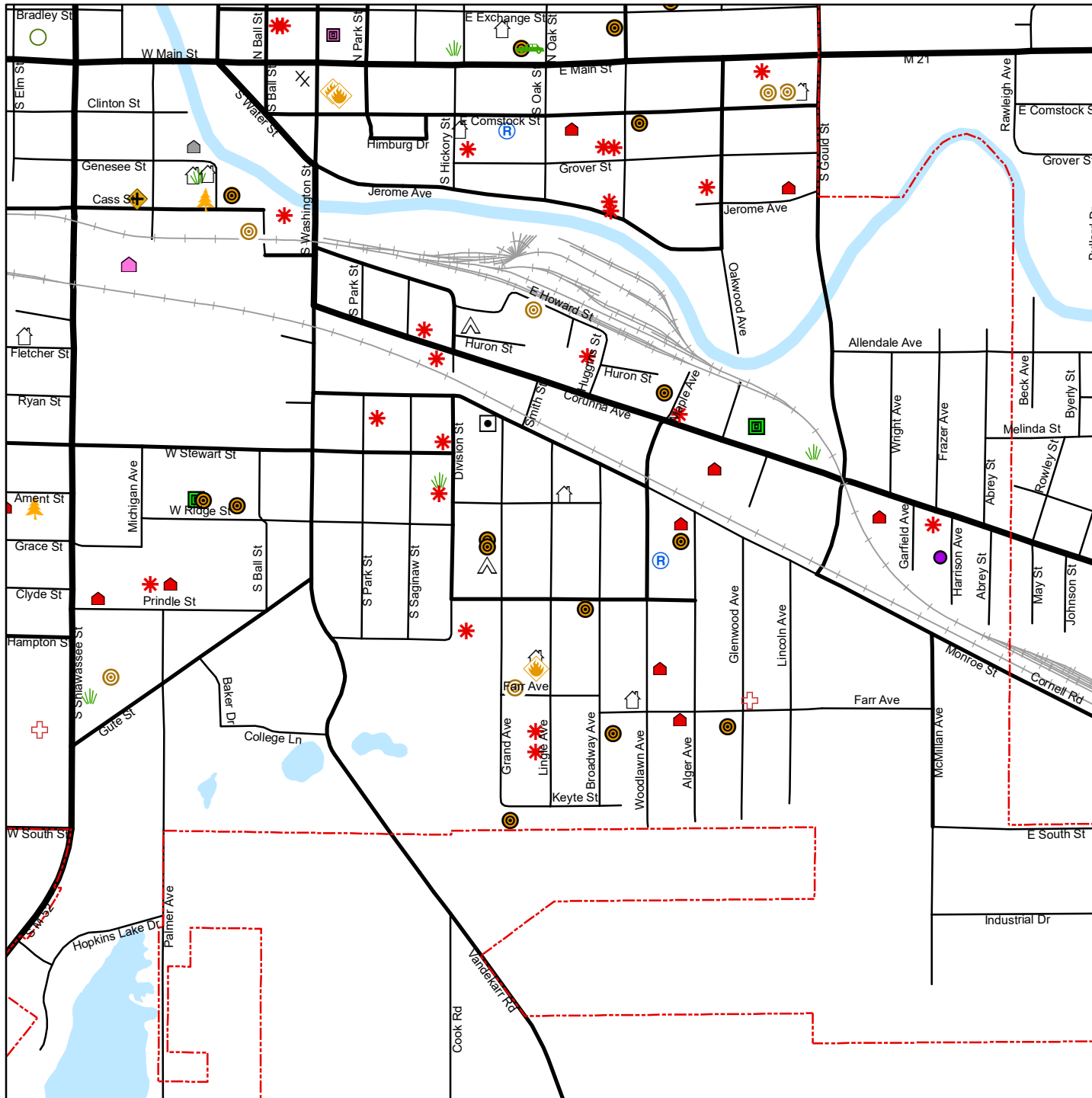
- City Limit
- Railroads
- River & Lakes

City of Owosso

Code Enforcement Activity

September 2022

SE Quadrant



Category

- Accessory Structures
- Appliances
- Building Violation
- Drain Issues
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Lawn Maintenance
- Mechanical Violations
- Misc.
- Multiple Violations
- No Building Permit
- Rental Registration
- ROW Violations
- Temporary Structures
- Tree Violations

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet

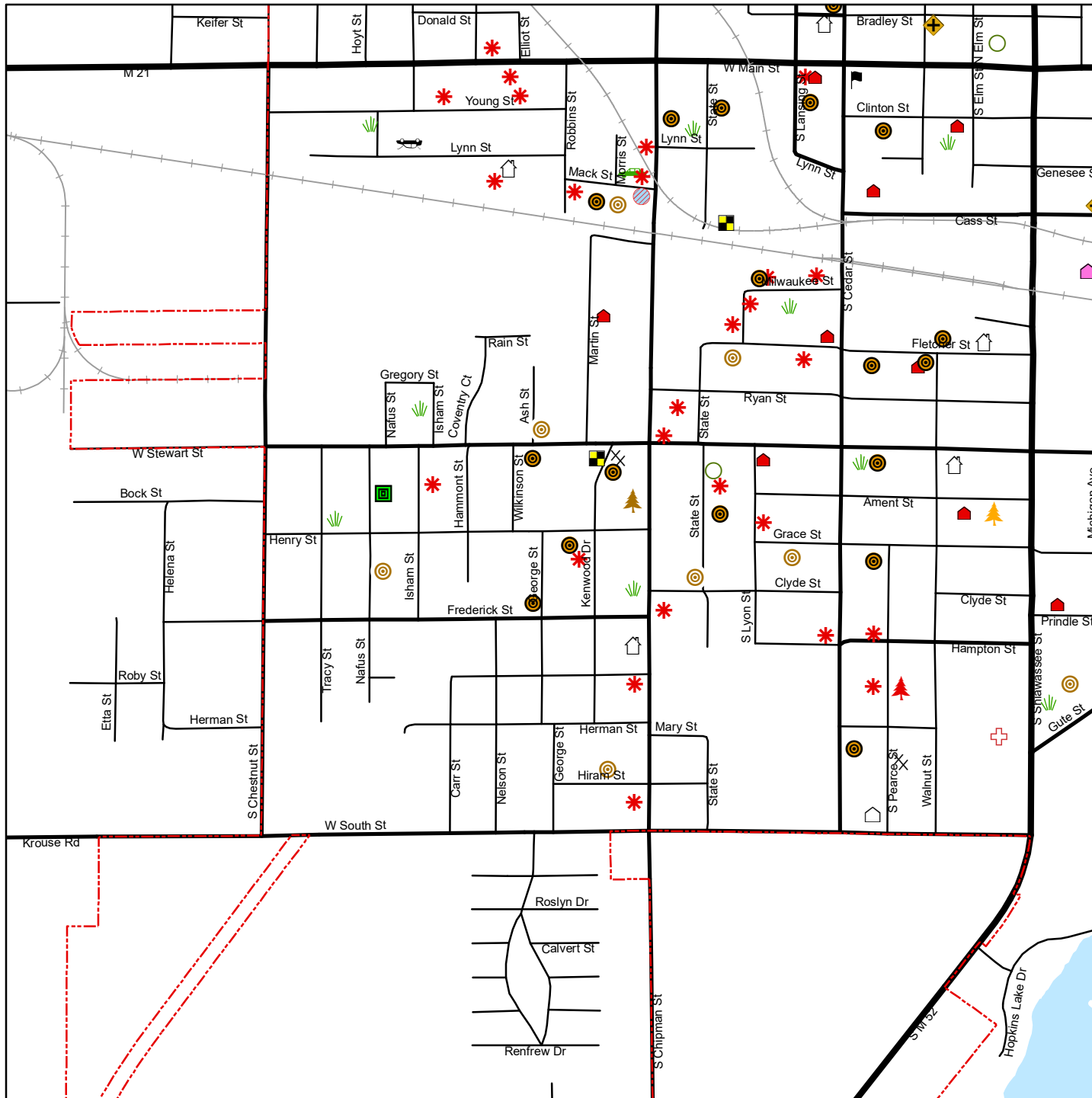


City of Owosso

Code Enforcement Activity

September 2022

SW Quadrant



Category

- Auto Repair/Junk Vehicle
- Building Violation
- Dead Tree
- Drain Issues
- Exterior Paint/Siding
- Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- No Pool Permit
- ROW Violations
- Sign Violation
- Tree Violations
- Trees Hanging Over ROW
- Vacant Structures
- Zoning

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



Monthly Inspection List

SEPTEMBER 2022

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections:

53

HARRIS, JON

ELECTRICAL INSPECTOR

Total Inspections:

30

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections:

84

FREEMAN, GREG

CODE ENFORCEMENT

Total Inspections:

128

MAYBAUGH, BRAD

CODE ENFORCEMENT

Total Inspections:

233

Grand Total Inspections:

528

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	1	0	0	0	4	
\$5,000				\$5,000		\$5,000		\$5,000					\$20,000
BENTLEY PARK RENTAL													
16	1	6	10	6	5	6	6	2	0	0	0	58	
\$425	\$25	\$200	\$250	\$175	\$100	\$175	\$250	\$50					\$1,650
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	4	0	0	0	68	
\$200		\$100	\$150	\$250	\$350	\$550	\$275	\$150					\$2,025
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	1	0	0	0	4	
\$5,000				\$5,000		\$5,000		\$5,000					\$20,000
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	3	0	0	0	13	
\$50	\$75			\$25	\$50		\$100	\$100					\$400
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	10	17	25	24	25	20	11	0	0	0	163
\$10,750	\$250	\$5,400	\$550	\$10,725	\$1,440	\$15,725	\$650	\$10,300				\$55,790



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

MEMORANDUM

DATE: October 3, 2022

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: September 2022 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for September 2022. The Owosso Fire Department responded to 279 incidents in the month of September.

OFD responded to 18 fire calls and responded to 261 EMS calls.

**MINUTES
REGULAR MEETING OF THE CITY OF OWOSSO ZONING BOARD OF APPEALS
SEPTEMBER 20, 2022 AT 9:30 A.M.**

CALL TO ORDER: Chairman Grubb called the meeting to order at 9:32 a.m.

ROLL CALL: Was taken by Molly Hier

MEMBERS PRESENT: Secretary Matthew Grubb, Board Members Charles Suchanek and Robert Teich

MEMBERS ABSENT: Board Members Justin Horvath and Thomas Taylor

OTHERS PRESENT: Justin Sprague, CIB Planning, Tanya Buckelew, Planning & Building Director and Carol Klinger, Representative of Blue Grass Pizza (SFR X Holdings, LLC)

SELECTION OF OFFICERS:

IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER SUCHANEK TO APPROVE THE FOLLOWING SELECTION OF OFFICERS: CHAIRMAN MATTHEW GRUBB, VICE-CHAIR JUSTIN HORVATH AND SECRETARY THOMAS TAYLOR.

AYES ALL. MOTION CARRIED.

AGENDA:

IT WAS MOVED BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER SUCHANEK TO APPROVE THE AGENDA FOR THE SEPTEMBER 20, 2022 REGULAR MEETING.

YEAS: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER SUCHANEK TO APPROVE THE MINUTES OF THE APRIL 19, 2022 REGULAR MEETING.

YEAS: ALL. MOTION CARRIED.

OLD BUSINESS: NONE

NEW BUSINESS: NONE

PUBLIC HEARINGS:

- | | |
|----------------------------|-------------------------------------|
| 1. APPLICANT: | SFR X HOLDINGS, LLC |
| LOCATION OF APPEAL: | 737 W MAIN STREET, Owosso, MI 48867 |
| PARCEL NUMBER: | 050-660-018-017-00 |
| PROPERTY ZONING: | B-4, GENERAL BUSINESS DISTRICT |
| CASE #: | P2022-015 |

Variance request for SFR X Holdings, LLC, to convert an existing vacant building into a restaurant with a pick-up window. The property is located at 737 W. Main Street on the southeast corner of W. Main Street and S. Cedar Street.

Chairman Grubb opened the Public Hearing at 9:40 am. No public was present. The Public Hearing was closed.

The site currently has a vacant building that was previously used for commercial purposes. Given the relatively small size of the existing parcel (0.36 acres) and the ordinance requirement to maintain a 60-foot setback from the right-of-way for a pick-up window, the applicant is seeking a variance of 9.3 feet to install the pick-up window in the existing building in a location that provides ample room for the stacking of up to 5 vehicles.

It should be noted that the proposed pick-up window will be different from a traditional drive-thru window. Customers will place all orders ahead either online, by mobile app or by phone, then will utilize the pick-up window only to receive their order at the time that it is ready.

REVIEW COMMENTS

1. Will not be contrary to the public interest or the intent and purpose of this chapter.

Review Comment: The intent of the chapter is to ensure that those uses that tend to serve higher volumes of vehicle traffic are designed in a manner to ensure minimal points of potential conflict between vehicles and pedestrians as well as enough space designated to accommodate vehicle stacking for those customers utilizing the drive-thru services. Given the layout of the existing site, the variance is relatively minor and would not be contrary to the intent and purpose of this chapter of the ordinance.

2. Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required.

Review Comment: The use is permitted by special condition in the B-4 District.

3. Is one that is unique and not shared by others.

Review Comment: This site is somewhat unique due to being both a small corner lot and previously developed site that may actually outdate the ordinance requirement for which the variance is sought.

4. Will relate only to the property that is under control of the applicant.

Review Comment: The variance will only relate to the property under the control of the applicant.

5. Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.

Review Comment: The strict letter of the law will not prevent the owner of the property from reasonably using the property, but would prevent compliance for the proposed use or would create more potential pedestrian and vehicular conflict opportunities without the variance.

6. Was not created by action of the applicant (i.e. that it was not self-created).

Review Comment: While the need for the variance is self-created (adding the pick-up window), the applicant is only trying to improve the safety of future customers.

- 7. Will not impair an adequate supply of light and air to adjacent property or unreasonably increase congestion of public streets or increase the danger of fire or endanger the public safety.**

Review Comment: The variance would not impair the supply of light or air to adjacent properties, create unreasonable congestion or endanger the public.

- 8. Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district which the property of the applicant is located.**

Review Comment: The variance would not negatively impact property values in the immediate vicinity.

- 9. Is applicable whether a granting of the variance would be applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.**

Review Comment: Applying a lesser variance would possibly provide justice to the property owner, however since the variance requested is relatively minor at 9.3 feet, a lesser variance may not work in this case.

Special Conditions - When all of the foregoing basic conditions can be satisfied, a variance may be granted when anyone (1) of the following special conditions can be clearly demonstrated:

- 1. Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic but shall be evaluated in terms of the use of a particular piece of land.**

Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would exist by meeting the strict letter of the code given the small size of this particular lot.

- 2. Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district.**

Review Comment: There appear to be exceptional or extraordinary circumstances or physical conditions with this property that do not generally apply to other properties in the same district given the small size of the lot and the fact that it is a corner lot.

- 3. Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.**

Review Comment: The variation would allow the property owner to improve existing conditions on the property as well as provide a service that is similarly provided in the community on larger lots.

RECOMMENDATION

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for **737 W. Main Street to allow the reduction of a required 60-foot setback by 9.3 feet be approved**, for the following reasons:

1. The replacement would not be contrary to the intent of the ordinance;
2. The variance would provide justice shared by other properties in the area;
3. That the existing lot, structure and layout of the property is smaller than other similar properties in the area and that setback requirements as a result of being a corner lot would be difficult for many new businesses to accommodate on this site; and
4. A variation is necessary for the preservation of a substantial property right possessed by others in the same district

MOTION BY BOARD MEMBER TEICH, SECONDED BY CHAIRMAN GRUBB TO APPROVE THE REQUESTED VARIANCE FOR 737 W MAIN STREET TO ALLOW THE REDUCTION OF A REQUIRED 60 FOOT SETBACK BY 8 - 12 FEET FOR THE FOUR ABOVE REASONS LISTED FROM THE CITY PLANNER'S RECOMMENDATION LETTER.

AYES: CHAIRMAN GRUBB, BOARD MEMBER SUCHANEK AND TEICH

NAYS: NONE

RCV MOTION CARRIED

OTHER BOARD BUSINESS: NONE

PUBLIC COMMENTS AND COMMUNICATIONS: NONE

ADJOURNMENT:

IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY CHAIRMAN GRUBB TO ADJOURN THE MEETING AT 9:50 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, OCTOBER 18, 2022.

YEAS: ALL. MOTION CARRIED.

Thomas Taylor, Secretary

MINUTES FOR REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, September 22, 2022 at 6:00 p.m.
Virginia Teich Council Chambers

MEETING CALLED TO ORDER: 6:00 p.m. by Chairman Steven Teich.

ROLL CALL: was taken by Owosso City Manager, Nathan Henne.

PRESENT: Secretary Philip Hathaway, Commissioner Lance Omer, Commissioner Matthew Van Epps and Commissioner Gary Wilson.

ABSENT: Commissioner Dianne Acton and Chairman Steven Teich.

OTHERS IN ATTENDANCE: Nathan Henne, Owosso City Manager.

AGENDA APPROVAL: September 21, 2022.

MOTION FOR APPROVAL AS PRESENTED BY SECRETARY HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER VAN EPPS.

AYES ALL. MOTION CARRIED.

MINUTES APPROVAL: AUGUST 17, 2022

MOTION FOR APPROVAL AS PRESENTED BY SECRETARY HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER OMER.

AYES ALL. MOTION CARRIED.

COMMUNICATIONS:

- 1) Certificate of Appropriateness – Staff Approved 208-214 W. Exchange

City Manager Nathan Henne provided brief update of the work that was completed at the above referenced addresses.

MOTION BY SECRETARY HATHAWAY TO APPROVE THE CERTIFICATE OF APPROPRIATENESS. SECONDED BY COMMISSIONER VAN EPPS.

AYES ALL. MOTION CARRIED.

PUBLIC/COMMISSIONER COMMENTS: None

COMMITTEE REPORTS: None.

PUBLIC HEARINGS: None

ITEMS OF BUSINESS:

- 1) Demolition By Neglect – 110 W. Main Street

Aviator Jayne business owners were not in attendance.

City Manager Nathan Henne provided an update, the business owner has obtained a list of plaster workers and continues to reach out for quotes and repair timelines.

Discussion amongst Board to consider other designs plans that would be allowable in place of the plaster. Alternate repair proposals will be accepted as long as they keep with the historic nature of the building. They believe that the current price quotes on plaster repair could be a potential economic hardship. Only verbal quotes have been given to the Board, they would like a formal quote to review.

The Board will issue an updated Demo By Neglect letter to include the following:

1. Extending Statement of Intent deadline until next meeting on October 19, 2022
2. Business owner to appear before the Board with a repair plan of the beveled façade and structural integrity if necessary. Any new submitted repair plans must be consistent with the historic nature of the existing building.
3. Submit a formal copy of a plaster repair quote for the Boards review and consideration.

MOTION BY COMMISSIONER VAN EPPS TO APPROVE AN UPDATED DEMO BY NEGLECT INCLUDING THE THREE LISTED REQUIREMENTS ABOVE. MOTION WAS SECONDED BY SECRETARY HATHAWAY.

ALL AYES. MOTION CARRIED.

2) 60 Day Application period discussion

City Manager Nathan Henne to have the 60-day decision requirement by the Local Historic Districts Act 129 of 1970 to be reviewed by the City Attorney Scott Gould.

Brief discussion held as to what constitutes as the date of filing for a demolition permit in the historic district.

3) 2 Week submittal requirement for applications

Brief discussion held, 2-week submittal deadline is generally followed.

PUBLIC COMMENTS: NONE

BOARD COMMENTS: NONE

NEXT MEETING: October 19, 2022

ADJOURNMENT:

MOTION BY COMMISSIONER OMER. SECONDED BY COMMISSIONER VAN EPPS TO ADJOURN AT 6:54 P.M.

ALL AYES. MOTION CARRIED.

Philip Hathaway, Secretary

OWOSSO MID-SHIAWASSEE COUNTY WWTP REVIEW BOARD
MEETING MINUTES – DRAFT

September 27, 2022

4:30 P.M.

W.W.T.P.

1. Roll (4:36 P.M.)
Members Present: R. Holzheuer, R. Suchanek, J. Archer
Alternates Present: None
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the July 26, 2022 meeting: Motion by Suchanek to approve the July 26, 2022 meeting minutes. Support by Archer. No discussion. Motion carries 3-0.
3. Secretary's Report:
 - a) Plant Performance Summaries (July 2022 – August 2022): Guysky noted full permit compliance for July and August 2022.
 - b) Plant Operations and Staffing: Guysky noted efficient plant operation for July and August. Seasonal dry weather has allowed for typically low chemical and energy usage. An open part-time lab technician position has been filled and the plant is at full staff.
 - c) WWTP Project Updates: Guysky notified the Board the solids handling project is progressing with all unused, obsolete equipment demolished and removed. Longer than expected lead times on equipment will result in a pause in the project for the winter months, with construction expected to resume in late winter/early spring of 2023. The secondary/tertiary rehab project design phase kicked off last week with Fishbeck as consulting engineers. A filter pilot unit is currently in place at the plant to test the effectiveness of mesh disk filtration in this setting.
4. Old Business:
 - a) Hydrogen Sulfide Mitigation: Guysky updated the Board on the H₂S logger data thus far, noting that the vast majority of the H₂S found at the plant headworks seems to be coming from the Caledonia Township/City of Corunna system, with minor amounts coming from Owosso Township and City of Owosso. There will be one more month of data collection, and a final report will be submitted to the Board by Fishbeck, likely at the November meeting.
5. New Business:
NONE
6. Citizens'/Members' Comments:
NONE
7. Adjourn: Motion to adjourn by Holzheuer. Support by Suchanek. No discussion. Motion carries 3-0. Meeting adjourned at 4:51 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary

Approval by Review Board pending

**PARKS AND RECREATION COMMISSION
REGULAR MEETING**

Draft Minutes of Wednesday, September 28, 2022
7:00 p.m.
Hugh Parker Soccer Complex, Pavilion

- CALL TO ORDER:** Commissioner Workman called the meeting to order at 7:00 p.m.
- PLEDGE OF ALLEGIANCE:** Was recited
- ROLL CALL:** Was taken by Amy Fuller
- MEMBERS PRESENT:*** Chairman Workman, Vice-Chair Selbig (7:05), Commissioners Maginity, Smith, Bila, and Rodman
- MEMBERS ABSENT:*** Commissioner Horton
- OTHERS PRESENT:*** Amy Fuller
- APPROVAL OF AGENDA:** COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE AGENDA FOR SEPTEMBER 28, 2022. MOTION SUPPORTED BY COMMISSIONER MAGINITY. AYES ALL, MOTION CARRIED.
- APPROVAL OF MINUTES:** COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE MINUTES FOR AUGUST 3, 2022 WITH CHANGES FOR THE LOCATION OF THE SEPTEMBER MEETING, FROM CITY HALL TO HUGH PARKER FIELDS. MOTION SUPPORTED BY COMMISSIONER MAGINITY. AYES ALL, MOTION CARRIED.
- PUBLIC COMMENTS:** Commissioner Bila talked about the condition of the dug outs at the ball fields and suggested using millage money for repairs.
- OLD BUSINESS:** Amy Fuller shared information on the amphitheater concerts and efforts at getting an easement. There was discussion on whether the amphitheater board would be able to match the funds set aside for painting. It has been over a year since they originally approached the commission with this project. COMMISSIONER RODMAN MADE A MOTION TO NOT PAINT THE AMPHITHEATER AT THIS TIME. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION CARRIED.
- Amy Fuller reported that Tim Law designed and installed signs for the disc golf course at Collamer Park and that construction was progressing on the kayak landing.
- ITEM OF BUSINESS:**
- Bentley Park Bathrooms: There was discussion on the condition of the bathrooms and the pavilion.
- Permanent Cornhole Boards: There was discussion on adding concrete cornhole boards at Bentley, Harmon Patridge or Collamer Parks. COMMISSIONER MAGINITY MADE A MOTION TO PURCHASE TWO (2) SETS OF CORNHOLE BOARDS FOR INSTALLATION AT COLLAMER PARK. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES WORKMAN, SELBIG, BILA, SMITH, AND MAGINITY. NO, RODMAN. MOTION CARRIED.
- Outdoor Fitness Course: The commission discussed the loss of the par course at the Memorial Healthcare Campus and would like to look at the feasibility of adding one at Harmon Patridge park.

Next Meeting: October 26, 2022 at 7:00 PM at City Hall.

PUBLIC/COMMISSIONERS COMMENTS: none

ADJOURNMENT: COMMISSIONER MAGINITY MADE A MOTION TO ADJOURN AT 7:49 P.M. MOTION SUPPORTED BY COMMISSIONER RODMAN. AYES ALL, MOTION CARRIED.

Respectfully submitted by:
Amy Fuller, Assistant City Manager