

**ATTENTION: A 30-MINUTE COUNCIL DISCUSSION PERIOD WILL BE HELD IMMEDIATELY PRIOR TO THIS REGULAR MEETING. THE PUBLIC IS WELCOME TO ATTEND.**

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JUNE 20, 2023  
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 JUNE 5, 2023:**

**ADDRESSING THE CITY COUNCIL**

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Obsolete Property Rehabilitation Exemption Certificate – 902 W. Main Street. Conduct a public hearing to receive citizen comment regarding the application from DBMA Owosso, LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property at 902 W Main St.  
**Master Plan Implementation Goals: 1.9**

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. Recreation Service Agreement – Rudy DeMuth Field. Approve proposed Recreation Service Agreement with Owosso Youth Baseball for use of Rudy DeMuth Field for youth baseball practices and games for a period expiring December 31, 2028.  
**Master Plan Implementation Goals: 5.12**
2. Traffic Control Order – Arsenal of Freedom Military Vehicle and Railroad Weekend. Approve request from the Steam Railroading Institute for the closure of 32 parking spaces near the southwest corner of the Comstock parking lot (Lot #10) for the Arsenal of Freedom Military Vehicle and Railroad Weekend event starting at 8:00am on Thursday, June 22, 2023 through Sunday, June 25, 2023 until 5:00pm and authorize Traffic Control Order No. 1499 formalizing the action.  
**Master Plan Implementation Goals: 1.17, 4.2, 4.6, 5.9, 5.12**

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

| Name                  | Board/Commission                      | Term Expires |
|-----------------------|---------------------------------------|--------------|
| Sam McLaren*          | Building Board of Appeals             | 06-30-2025   |
| Jason Harris*         | Building Board of Appeals             | 06-30-2025   |
| Barbara Baker-Omerod* | Shiawassee Council on Aging           | 06-30-2026   |
| Erin Powell*          | Downtown Historic District Commission | 06-30-2026   |
| Matthew Van Epps*     | Downtown Historic District Commission | 06-30-2026   |
| Michelle Collison*    | Shiawassee District Library           | 06-30-2027   |
| Kevin Maginity*       | Parks and Recreation Commission       | 06-30-2025   |
| Ellen Rodman"         | Parks and Recreation Commission       | 06-30-2025   |
| Andrew Workman"       | Parks and Recreation Commission       | 06-30-2025   |
| Allan Martin*         | Planning Commission                   | 06-30-2026   |
| Thomas Taylor*        | Planning Commission                   | 06-30-2026   |
| Charles Suchanek*     | Zoning Board of Appeals               | 06-30-2026   |
| Justin Horvath*       | Zoning Board of Appeals               | 06-30-2026   |

\* Indicates reappointment

4. Sole Source Purchase Authorization – Police In-Car Cameras. Waive competitive bidding requirements, approve the sole source purchase of six Axon Fleet 3 in-car cameras from Axon Enterprise, Inc. for marked police cars in an amount not to exceed \$64,900.80 and further authorize payment to the vendor over the course of five years as provided in the contract.  
**Master Plan Implementation Goals: 3.2**
5. Purchase Authorization – Ambulance Equipment. Waive competitive bidding requirements, authorize the purchase of one Stryker Lucas 3 Chest Compression System, one MTS Power Load cot fastener/loader, one Power-Pro 2 ambulance cot, one Stair Pro manual stair chair and one Xpedition Powered Stair Chair from Stryker Corporation in the amount of \$122,832.80, utilizing Savvik Purchasing Group Contract Nos. RFB #2019-05 and RFB #2021-06, and further authorize payment to the vendor upon satisfactory delivery of the equipment.  
**Master Plan Implementation Goals: 3.2**
6. Sole Source Purchase Authorization – Bulk Carbon Dioxide. Waive competitive bidding requirements, approve the sole source purchase of bulk municipal drinking water treatment grade carbon dioxide from Matheson Tri-Gas, Inc. in the amount of \$136.00 per ton with an estimated yearly usage of 74 tons totaling \$14,356.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2024.  
**Master Plan Implementation Goals: 3.4**
7. Bid Award - Sand and Gravel, Selection #1. Accept the low bid of S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for Class II Backfill Sand in the amount of \$6.00 per ton for the fiscal year ending June 30, 2024, and authorize payment in accordance with unit prices up to 3,000 tons for a total amount estimated at \$18,000.00.
8. Bid Award - Sand and Gravel, Selection #2. Accept the low bid of Ocenasek, Inc. for 22A gravel in the amount of \$12.95 per ton, Limestone 6A in the amount of \$28.90 per ton and H1 limestone chip in the amount of \$36.65 per ton for the fiscal year ending June 30, 2024, and authorize payment in accordance with unit prices up to 1,200 tons, 150 tons, and 200 tons, respectively for a total amount estimated at \$27,205.00.
9. Bid Award - Sand and Gravel, Selection #3. Accept the low bid of Jackson Trucking, LLC for 21AA limestone in the amount of \$26.60 per ton for the fiscal year ending June 30, 2024, and authorize payment in accordance with the unit prices up to 500 tons for a total amount estimated at \$13,300.00.

10. Bid Award – Legal Printing Services. Authorize the bid of The Argus-Press Company for legal printing services for the period of July 1, 2023 – June 30, 2025 in the amount of \$2.73 per column inch and \$5.25 per affidavit of publication in the first year and \$2.87 per column inch and \$5.50 per affidavit of publication in the second year.

11. Warrant No. 629. Authorize Warrant No. 629 as follows:

| Vendor           | Description                                  | Fund | Amount      |
|------------------|--|------|-------------|
| Waste Management | Service Period<br>05-16-2023 to 05-31-2023   | WWTP | \$11,005.58 |
| Gould Law PC     | Services from<br>May 9, 2023 – June 12, 2023 | GEN  | \$11,819.60 |

### **ITEMS OF BUSINESS**

1. CDBG Rental Rehabilitation Grant Development Agreement – 114-116 West Main Street, 3<sup>rd</sup> Floor. Consider approval of the CDBG Rental Rehabilitation Grant Development Agreement with Ruesswood REI Group, LLC and Randall Woodworth for the 3<sup>rd</sup> Floor of the building located at 114-116 West Main Street.  
**Master Plan Implementation Goals: 1.19, 3.21, 4.3, 5.11, 5.13**
2. Tentative Bid Award – WWTP Improvements Phase 1. Consider tentatively awarding the low bid of RCL Construction Co., Inc. for the WWTP Improvements Project - Phase 1 in the amount of \$18,553,124.00, contingent upon receipt of CWSRF funding for the project, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.  
**Master Plan Implementation Goals: 3.4, 3.7**
3. Notice of Intent to Issue Bonds. Approve authorizing resolution to publish a Notice of Intent to issue limited tax general obligations bonds to finance the purchase of a fire truck.  
**Master Plan Implementation Goals: 3.2**
4. Ordinance Adoption – Bonding for CWRP Financing – Project No. 5711-01. Consider adoption of an ordinance to authorize and provide for the issuance of revenue bonds for Clean Water Revolving Loan Fund (CWRP) financing of the cost for internal tertiary process rehabilitation at the wastewater treatment plant under the provisions of Act 94, Public Acts of Michigan, 1933, as amended.  
**Master Plan Implementation Goals: 3.4**
5. 2022-23 City Budget Amendment. Adopt fourth quarter amendments to the 2022-2023 Budget.
6. 2023 Fee Schedule Update. Consider adoption of the proposed 2023 Fee Schedule updating various fees and charges for City services, effective July 1, 2023.

### **COMMUNICATIONS**

1. Tanya S. Buckelew, Planning & Building Director. May 2023 Building Department Report.
2. Tanya S. Buckelew, Planning & Building Director. May 2023 Code Violations Report.
3. Tanya S. Buckelew, Planning & Building Director. May 2023 Inspections Report.
4. Tanya S. Buckelew, Planning & Building Director. May 2023 Certificates Issued Report.
5. Kevin D. Lenkart, Public Safety Director. May 2023 Police Report.
6. Kevin D. Lenkart, Public Safety Director. May 2023 Fire Report.
7. Downtown Development Authority. Minutes of June 7, 2023.

### **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, July 03, 2023

### **BOARDS AND COMMISSIONS OPENINGS**

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

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

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

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

### **ADJOURNMENT**

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). The City of Owosso Website address is [www.ci.owosso.mi.us](http://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 June 20, 2023. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL  
Tuesday, June 20, 2023  
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/87803813468?pwd=ZzB3am9QSzB4T3pvRitQblVxWktHZz09>
- **Meeting ID: 878 0381 3468**
- **Password: 957116**
- **One tap mobile**

+16465588656,,87803813468#,,,,\*957116# US (New York)

+16469313860,,87803813468#,,,,\*957116# 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 June 20, 2023 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](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF JUNE 5, 2023  
7:30 P.M.  
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

**PRESIDING OFFICER:** MAYOR ROBERT J. TEICH, JR.

**OPENING PRAYER:** PASTOR BRUCE NOBLE  
CHURCH OF GOD (7<sup>TH</sup> DAY)

**PLEDGE OF ALLEGIANCE:** DAN NEES  
OWNER/DEVELOPER OF DBMA OWOSSO, LLC

**PRESENT:** Mayor Robert J. Teich, Jr., Mayor Pro-Tem Susan J. Osika,  
Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law, Emily  
S. Olson and Nicholas L. Pidek.

**ABSENT:** None.

**APPROVE AGENDA**

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 15, 2023**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of May 15, 2023 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**Community Water Fluoridation 50-Year Award**

Mayor Teich read aloud the following proclamation of the Mayor's Office of the City of Owosso recognizing the City's Drinking Water System for receiving the 2022 Community Water Fluoridation 50-Year Award:

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
RECOGNIZING THE CITY OF OWOSSO AS A RECIPIENT OF THE  
2022 COMMUNITY WATER FLUORIDATION 50-YEAR AWARD**

WHEREAS, the American Dental Association (ADA), the Association of State and Territorial Dental Directors (ASTDD) and the Centers for Disease Control and Prevention (CDC) jointly recognize public water systems that have consistently adjusted the fluoride concentration in drinking water for the prevention of tooth decay in adults and children; and

WHEREAS, the City of Owosso has been recognized as a recipient of the 2022 Community Water Fluoridation 50-Year Award for achieving excellence in community water fluoridation by

maintaining a consistent level of fluoride in its drinking water for 50 consecutive years, starting in 1972; and

WHEREAS, the City of Owosso is one of five communities in Michigan and among 106 public water systems nationally to receive the award in 2022; and

WHEREAS, community water fluoridation aids in the prevention of tooth decay and is recognized by the CDC as one of the 10 great achievements in public health of the twentieth century; and

WHEREAS, the ADA, ASTDD and CDC salute the dedication and perseverance of fluoridation pioneers and water system professionals for providing their residents access to optimally fluoridated tap water.

NOW, THEREFORE I, Robert J. Teich, Jr., Mayor of the City of Owosso, on behalf of the citizens of Owosso, do hereby recognize the operators and administrators of our public water system for their diligence in maintaining the optimal fluoridation of Owosso's drinking water over the last 50 years and celebrate the receipt of the 2022 Community Water Fluoridation 50-Year Award.

Proclaimed this 5<sup>th</sup> day of June, 2023.

Director of Public Services and Utilities Ryan E. Suchanek introduced each of the men gathered at the podium as current and previous Water Treatment Plant operators and superintendents, thanking each one for their contribution to the award: Dave Haut, Duane Guenther, Keith Bailey and Tim Guysky. Though they could not be present this evening, Director Suchanek also recognized former Utilities Director Gary Burk, former Utilities Director Glenn Chinavare, and current operator Chase Peiffer for their contributions and leadership. And lastly, he thanked all of the City's current and former operators for their efforts in ensuring that Owosso and the surrounding communities have quality drinking water.

## **PUBLIC HEARINGS**

### **Obsolete Property Rehabilitation District – 902 West Main Street**

City Manager Nathan R. Henne explained that the item before Council this evening is to receive public comment and consider the request from DBMA Owosso, LLC to establish an Obsolete Property Rehabilitation District for the property located at 902 West Main Street and the parking lot behind that location. The property owner/developer has received a grant from the MEDC for half of the cost of the proposed project, but further economic inducement in the form of an OPRA tax exemption is needed to make the project financially viable.

A public hearing was conducted to receive citizen comment regarding the application from DBMA Owosso, LLC to establish an Obsolete Property Rehabilitation District for the property located at 902 West Main Street.

The following people commented regarding the proposed establishment of an OPRA District at 902 West Main Street:

Dan Nees, property owner/developer, indicated that he and his wife have been working with the MEDC for over 14 months to determine which financial assistance program would be the best fit for the project. During the course of this delay inflation has risen dramatically as have interest rates, and they need to proceed with the OPRA process before increasing costs make the project financially inviable.

Patrice Martin, 615 N. Park Street, encouraged the Council to support the efforts of any party willing to restore an historic building and create new jobs in the community.

Seeing there were no further citizen comments, Mayor Teich inquired if the Council had any questions regarding the request before them tonight.

Councilmember Pidek noted that later this evening the Council will be considering what to do with a defunct development project and asked if there is a policy in place to prevent the City from being left with economic development loans that are uncollectible and the project abandoned. City Manager Henne responded that despite their similarities, the two situations are actually very different and cannot be compared on an apples-to-apples basis. He assured Council that in the future they would not be faced with any uncollectible debt resulting from an OPRA tax exemption.

Councilmember Olson said this is the first tax exemption she has dealt with as a Councilmember and sought clarification on various details as to how OPRA's work. Her questions were answered by the City Manager.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilmember Pidek that the following OPRA District be adopted:

#### **RESOLUTION NO. 101-2023**

#### **ESTABLISHING AN OBSOLETE PROPERTY REHABILITATION (OPRA) DISTRICT FOR THE PROPERTY LOCATED AT 902 W. MAIN STREET**

WHEREAS, pursuant to PA 146 of 2000, the City of Owosso has the authority to establish Obsolete Property Rehabilitation Districts within the City of Owosso; and

WHEREAS, DBMA Owosso, LLC has filed a written request with the Clerk of the City of Owosso requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 902 W. Main Street located in the City of Owosso hereinafter described; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Argus-Press and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on June 5, 2023 a public hearing was held, and all residents and taxpayers of the City of Owosso were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council of the City of Owosso determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, the City Council deems it to be in the public interest of the City of Owosso to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Owosso that the following described parcel(s) of land situated in the City of Owosso, Shiawassee County, and State of Michigan, to wit:

***Lot 2 and Lot 4, Block 15, A.L. & B.O. Williams Addition to the City of Owosso, according to the recorded plat thereof, as recorded in Plat Liber 29, Page 499, Shiawassee County Records***

be and is hereby established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000.



Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

### **Ordinance Amendment – Chapter 19, Offenses**

Public Safety Director Kevin D. Lenkart introduced the item saying he had been contacted by the Shiawassee County Health Department with the request that Council review the ordinance on drug paraphernalia and make any changes necessary to exempt public health personnel from prosecution when administering harm reduction programs.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 19, Offenses, Sec. 110, *Drug Paraphernalia*, of the Code of Ordinances to exempt public health personnel from prosecution when administering harm reduction programs.

There were no citizen comments received prior to, or during the meeting.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Councilmember Law that the following Ordinance Amendment be adopted:

#### **ORDINANCE NO. 839**

#### **APPROVING AMENDMENT TO CHAPTER 19, OFFENSES, ARTICLE VI, *OFFENSES AGAINST PUBLIC MORALS*, SECTION 110, DRUG PARAPHERNALIA OF THE CODE OF ORDINANCES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a drug paraphernalia ordinance prohibiting the sale, display, and/or possession of drug paraphernalia; and

WHEREAS, the Shiawassee County Health Department wishes to conduct a series of harm reduction programs in the County to reduce the harm of substance use on the individual and the greater community; and

WHEREAS, implementation of these programs necessitates an ordinance amendment to exempt public health personnel participating in harm reduction programs from prosecution for the possession of drug paraphernalia; and

WHEREAS, the City Council held a public hearing on June 5, 2023 and there being no one to be heard, deliberated on the proposed ordinance amendment.

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

SECTION 1. AMENDMENT. That Chapter 19, Offenses, Article VI, *Offenses Against Public Morals*, Section 110, Drug Paraphernalia of the Code of Ordinances of the City of Owosso shall be amended as follows:

- (a) *Definitions*. The following words and phrases, when used in this section, shall, for the purpose of this section, have the meanings respectively ascribed to them:

- (1) *Cocaine spoon*: A spoon with a bowl so small that the primary use for which it is reasonably adopted or designed, is to hold or administer cocaine, and which is so small as to be unsuited for the typical lawful uses of a spoon.
  - (2) *Controlled substance*: Any drug, substance, or immediate precursor designated as a schedule 1-5 substance in Article 7, Controlled Substances, Act 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq., MSA 14.15 (7101) et seq.), as amended, (commonly known as the Public Health Code).
  - (3) *Drug paraphernalia*: All equipment, products, and materials of any kind which are used, adapted for use, or designed for use, in planting, manufacturing, compounding, producing, testing, containing, concealing, injecting, or otherwise introducing into the human body a controlled substance in violation of the public health code of the state.
  - (4) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.
- (b) *Sale, display, possession prohibited*. It shall be unlawful for any person to sell, offer for sale, display, furnish, supply, possess, give away or advertise any drug paraphernalia which is primarily adapted or designed for the administration or use of any controlled substance.
- (c) *Licensed persons; exemptions*. This section shall not apply to a person licensed by the state board of pharmacy (administrator) pursuant to the public health code. Such person may possess, manufacture, distribute, prescribe, dispense, or conduct research with controlled substances to the extent authorized by its license. The following persons need not be licensed and may lawfully possess controlled substances under this section:
- (1) An agent or employee of a licensed manufacturer while acting in the ordinary course of employment.
  - (2) Common or contract carrier or warehousemen, or employee thereof while possessing in ordinary course of employment.
  - (3) Persons suffering from diabetes, asthma, or any other medical condition requiring self-injection or pursuant to a lawful order of a practitioner.
  - (4) An officer or employee of a federal, state, political subdivision or agency of this state who is engaged in the enforcement of state or local laws relating to controlled substances and who is authorized to possess controlled substances in the course of that person's official duties.
- (d) This article shall not apply to any of the following:
- (1) An object sold or offered for sale to a person licensed under article 152 or under the Occupational Code, Public Act No. 299 of 1980 (MCL 339.101 et seq.), or any intern, trainee, apprentice or assistant in a profession licensed under Article 15 or under Public Act No. 299 of 1980 for use in that profession.
  - (2) An object sold or offered for sale to any hospital, sanitarium, clinical laboratory or other health care institution, including a penal, correctional or juvenile detention facility, for use in that institution.
  - (3) An object sold or offered for sale to a dealer in medical, dental, surgical or pharmaceutical supplies.
  - (4) Equipment, a product or material which may be used in the preparation or smoking of tobacco or smoking herbs other than a controlled substance.
  - (5) A blender, bowl, container, spoon or mixing device not specifically designed for a use in compounding controlled substances;

- (6) A hypodermic syringe or needle sold or offered for sale for the purpose of injecting or otherwise treating livestock or other animals.
- (7) An object sold, offered for sale or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents.
- (8) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.

SECTION 2. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 3. AVAILABILITY. This ordinance may be purchased or inspected in the City Clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective June 26, 2023.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

### **CITIZEN COMMENTS AND QUESTIONS**

Pastor Don Fields, Calvary Baptist Church, expressed his legal and moral concerns with the upcoming Owosso Pride event at the amphitheater and the drag show bingo event planned by The Sideline Sports Bar, saying that such events will disintegrate society.

Tom Manke, 2910 W. M-21, noted that this year's Curwood Festival was fabulous. He went on to criticize the City for the last-minute cancellation of the Memorial Day Parade and question why the City no longer has an auxiliary police force for such events.

Patricia VanLuven, 6143 Pittsburg Road, said she was glad that Owosso Pride is able to hold events in town saying such events were beneficial for members, as well as their family and friends. She went on to say that there are different interpretations of morality and that no one can force a single interpretation onto everyone.

Jennifer Clark, Gold Star Mother and resident of Corunna, said she was upset that the City failed to have a Memorial Day parade while the Curwood parade went ahead. She felt it was the City's responsibility for putting on the Memorial Day parade and that they had failed all veterans by not holding one.

Sandy Harvey, 1863 Ketegawn Road, said she is a 40-year member of the VFW Auxiliary and there has always been a Memorial Day parade in town. She said they had prepared for the parade and then the City called it off without reason.

Eddie Urban, 601 Glenwood Avenue, said he was disappointed the Memorial Day parade didn't happen this year. He said he would like to see a group of volunteers take over responsibility for the parade in the future. He also noted that men wear dresses in some other cultures and that not every church shuns gay people.

Karen Horn, VFW Auxiliary member, long-time leader and City resident, said she is sorry that the Memorial Day parade did not take place this year. She said we need to do a better job educating our young people to respect the flag and veterans so something like this can never happen again.

Councilmember Law commented that it was unbelievable that the City did not hold a Memorial Day parade this year. He said there is a standing TCO for the Memorial Day parade and asked why it was ignored. He said the City should have had staff scheduled to cover the parade months ago. He went on to say that the veteran's organizations are not completely blameless for the parade being cancelled as they are notoriously late in organizing the event. He asked that they be courteous to City employees by reaching out to them and planning ahead in the future.

City Manager Henne said he had spoken with leaders of both the VFW and the American Legion and apologized for any role the City played in the cancellation of the parade. He said he is determined to make sure this does not happen again and has personally volunteered to help organize the parade going forward but cautioned that no one person can do the job alone, that organizers cannot wait until the last minute to prepare, and that the City's standing TCO does not organize the parade it simply grants permission to use the street.

Mayor Teich said we had all fallen victim to assumption this year, everyone assumed that someone else was taking care of things. He suggested forming a standing committee to organize the parade each year to avoid a similar situation in the future. Lastly, he apologized, saying he was not present at Oakhill Cemetery for the ceremony on Monday. He said he was in St. Johns at the cemetery where his father is buried, but he recognizes now that he should have participated in Owosso's ceremony. He said he recognizes what Memorial Day means and vowed to be there next year.

Councilmember Olson asked if there are any other standing TCOs that Council needs to be aware of. Staff indicated they did not know of any offhand.

### **CONSENT AGENDA**

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

#### **Set Public Hearing – Obsolete Property Rehabilitation Exemption Certificate – 902 W. Main Street.**

Set a public hearing for Tuesday, June 20, 2023 at 7:30 p.m. to receive citizen comment regarding the application from DBMA Owosso, LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property at 902 West Main Street as follows:

### **RESOLUTION NO. 102-2023**

#### **SETTING A PUBLIC HEARING TO CONSIDER APPLICATION FOR AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE FOR THE PROPERTY AT 902 WEST MAIN STREET**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on April 4, 2023 from DBMA Owosso, LLC; and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District, on June 5, 2023, described as:

LOT 2 AND LOT 4, BLOCK 15, A.L. & B.O. WILLIAMS ADDITION TO THE CITY OF  
OWOSSO, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN PLAT  
LIBER 29, PAGE 499, SHIAWASSEE COUNTY RECORDS; and

WHEREAS, it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the City of Owosso, as well as local and regional economy.

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

FIRST: the Owosso City Council sets a public hearing for Tuesday, June 20, 2023 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the district, and any other resident or taxpayer, of the City of Owosso.

SECOND: the City Clerk gives the notifications as required by law.

THIRD: City staff is directed to investigate and determine if the qualifications of the Act are satisfied, and report said findings at the hearing.

Master Plan Implementation Goals: 1.9

**Street Closure Request - Open Streets Owosso.** Approve request from the Shiawassee Family YMCA for the closure of Water Street from Exchange Street to Mason Street for the Open Streets Owosso – 2023 event on Saturday, June 24, 2023 from 9:00 a.m. to 1:30 p.m. and authorize Traffic Control Order No. 1498 formalizing the action.

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

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

| Name                                  | Board/Commission   | Term Expires |
|---------------------------------------|--|--------------|
| Brad A. Barrett*,<br>Finance Director | City of Owosso Building Authority  | 06-30-2027   |
| Michael Dowler,<br>City Assessor*     | Local Development Finance Authority/<br>Brownfield Redevelopment Authority | 06-30-2027   |
| Dallas Lintner                        | Local Development Finance Authority/<br>Brownfield Redevelopment Authority | 06-30-2027   |
| Randy Woodworth*                      | Local Development Finance Authority/<br>Brownfield Redevelopment Authority | 06-30-2027   |

\* Indicates reappointment

**\*Recreation Services Agreement – Lions Field.** Approve proposed Recreation Services Agreement with Michigan Pirates Baseball for use of Lions Field for youth baseball practices and games for a period expiring December 31, 2026.

#### RESOLUTION NO. 103-2023

#### AUTHORIZING RECREATION SERVICES AGREEMENT WITH MICHIGAN PIRATES BASEBALL FOR USE OF LIONS FIELD

WHEREAS, the City of Owosso, Shiawassee County, Michigan, and Michigan Pirates Baseball wish to enter into a Recreation Service Agreement for use of Lions Field for the conduct of baseball practice and games; and

WHEREAS, Michigan Pirates Baseball has dedicated itself to providing exercise and recreation opportunities for youth in Owosso and the surrounding areas; and

WHEREAS, the City of Owosso has drafted a Recreation Service Agreement with Michigan Pirates Baseball for baseball practice and games to be held between April 1 and the third Saturday in September through December 31, 2026.

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 enter into a Recreation Service Agreement with the Michigan Pirates Baseball for use of City-owned property to conduct baseball practice and games in return for a fee of one dollar per year.
- SECOND: The Mayor and the City Clerk of the City of Owosso are instructed and authorized to sign the document substantially in the form attached, Recreation Service Agreement between the City of Owosso, Michigan and Michigan Pirates Baseball for the fees and stipulations heretofore identified.
- THIRD: The above revenue shall be paid to the General Fund, miscellaneous revenue account 101.000.675.000.

**Master Plan Implementation Goals: 4.6**

**USDA Rural Development Grant Acceptance – Ambulance.** Approve acceptance of an Emergency Rural Health Care Grant from the USDA Rural Development Agency to assist with the purchase of an ambulance and authorize the mayor and city clerk to execute any necessary documents.

**RESOLUTION NO. 104-2023**

**AUTHORIZE ACCEPTANCE OF A USDA RURAL DEVELOPMENT EMERGENCY  
RURAL HEALTH CARE GRANT FOR AN AMBULANCE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, submitted an Emergency Rural Health Care Grant application to the USDA Rural Development Agency; and

WHEREAS, the Emergency Rural Health Care Grant Program provides up to \$500 million in grant funding to help broaden access to COVID 19 testing and vaccines, rural health care services and food assistance through food banks and food distribution facilities; and

WHEREAS, the grant application requested \$116,500.00 in federal funding for the purchase of an ambulance to be used by the Owosso Public Safety Department; and

WHEREAS, the City of Owosso has received a signed grant approval letter from the USDA Rural Development Agency Michigan State Office.

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 accept the USDA Rural Development Emergency Rural Health Care Grant in the amount of \$116,500.00 to assist in the replacement of an ambulance used by the Owosso Public Safety Development.
- SECOND: the mayor and city clerk are authorized and instructed to sign the grant agreement and any necessary documents once a reimbursement request is made by the City of Owosso.

Master Plan Implementation Goals: 3.2

**USDA Rural Development Grant Acceptance – Heart Monitors.** Approve acceptance of an Emergency Rural Health Care Grant from the USDA Rural Development Agency to assist with the purchase of three heart monitors/defibrillators and authorize the mayor and city clerk to execute any necessary documents.

**RESOLUTION NO. 105-2023**

**AUTHORIZE ACCEPTANCE OF A USDA RURAL DEVELOPMENT EMERGENCY  
RURAL HEALTH CARE GRANT FOR HEART MONITOR/DEFIBRILLATORS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, submitted an Emergency Rural Health Care Grant application to the USDA Rural Development Agency; and

WHEREAS, the Emergency Rural Health Care Grant Program provides up to \$500 million in grant funding to help broaden access to COVID 19 testing and vaccines, rural health care services and food assistance through food banks and food distribution facilities; and

WHEREAS, the grant application requested \$36,000.00 in federal funding for the purchase of three heart monitor/defibrillators to be used by the Owosso Public Safety Department; and

WHEREAS, the City of Owosso has received a signed grant approval letter from the USDA Rural Development Agency Michigan State Office.

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 accept the USDA Rural Development Emergency Rural Health Care Grant in the amount of \$36,000.00 to assist in the purchase of three new heart monitor/defibrillators to be used by the Owosso Public Safety Development.

SECOND: the mayor and city clerk are authorized and instructed to sign the grant agreement and any necessary documents once a reimbursement request is made by the City of Owosso.

Master Plan Implementation Goals: 3.2

**Change Order - WWTP Solids Handling Project.** Consider approval of Change Order No. 2 to the contract with Sorensen Gross Company for the WWTP Solids Handling Improvements Project increasing the contract by \$13,068.00 and extending completion deadlines, contingent upon receipt of approval by EGLE (2022 CWSRF project), approve payment to the contractor up to the contract amount, including Change Order No. 2, upon satisfactory completion of the project or portion thereof.

**RESOLUTION NO. 106-2023**

**AUTHORIZING CHANGE ORDER NO. 2  
TO THE WWTP SOLIDS HANDLING IMPROVEMENTS PROJECT  
CONTRACT BETWEEN THE CITY OF OWOSSO AND  
SORENSEN GROSS COMPANY OF FLINT, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Sorensen Gross Company, on February 7, 2022 for the Wastewater Treatment Plant (WWTP) Solids Handling

Improvements Project, an approved 2022 SRF planned project; and

WHEREAS, the project is now underway, additional work has been identified and adjustments to completion deadlines are required, necessitating a change order.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve Change Order No. 2 to the Wastewater Treatment Plant (WWTP) Solids Handling Project contract with Sorensen Gross Company, increasing the contract amount \$13,068.00 for additional work and expenses identified in the field.
- SECOND: it has further determined that it is advisable, necessary and in the public interest to extend the project completion dates with conditions as detailed in the attached memo from Fishbeck dated April 4, 2023.
- THIRD: the Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 2 to the Contract for Services between the City of Owosso and Sorensen Gross Company, increasing the total current contract amount from \$4,416,755.00 to \$4,429,823.00.
- FOURTH: the Accounts Payable department is authorized to pay Sorensen Gross Company for work satisfactorily completed up to the revised contract amount, including Change Order Nos. 1 and 2.
- FIFTH: the above expenses shall be paid from the Wastewater Fund, and SRF Bond Funds.

Master Plan Implementation Goals: 3.4, 3.7

**General Engineering Services Contracts.** Consider contracting with the Spicer Group, Fleis & Vandenbrink Engineering, Inc., ENG, Inc., and Orchard Hiltz& McCliment to provide professional engineering services for future engineering projects in accordance with the City Purchasing Policy for a period, renewed annually, through June 30, 2026.

#### **RESOLUTION NO. 107-2023**

#### **AUTHORIZING THE EXECUTION OF AGREEMENTS FOR PROFESSIONAL ENGINEERING SERVICES WITH SPICER GROUP, INC. FLEIS & VANDENBRINK ENGINEERING, INC. ENG., INC. OHM ADVISORS**

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 on March 17, 2014, City Council approved the QBS process for General Engineering Services, and

WHEREAS, the Spicer Group, Inc., Fleis & Vandenbrink Engineering, Inc., ENG., Inc., and OHM Advisors have been determined as most qualified to perform engineering services through this process.

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



- FIRST: that it has heretofore determined that it is advisable, necessary and in the public interest to employ the firms of Spicer Group, Inc., Fleis & Vandenbrink Engineering, Inc., ENG., Inc., and OHM Advisors to provide professional engineering services for future engineering projects occurring through June 30, 2026.
- SECOND: that the Mayor and City Clerk of the City of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-SG-10, Renewal of Agreement for Professional Engineering Services with Spicer Group, Inc.
- THIRD: that the Mayor and City Clerk of the City of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-FV-10, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc.
- FOURTH: that the Mayor and City Clerk of the City of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-ENG-7, Renewal of Agreement for Professional Engineering Services with ENG., Inc.
- FIFTH: that the Mayor and City Clerk of the City of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-OHM-6, Renewal of Agreement for Professional Engineering Services with OHM Advisors.
- SIXTH: that the City Manager of the City of Owosso is hereby instructed to receive cost proposals/quotes from each of the four firms as specified above for future projects, and to make recommendations to the City Council for acceptance and award of proposed future project services in accordance with the City of Owosso Purchasing Policy for a period renewed annually through June 30, 2026.

**Master Plan Implementation Goals: 3.10**

**Sole Source Purchase Authorization – LimeCure-25.** Waive competitive bidding requirements, approve the sole source purchase of 6 totes of LimeCure-25 from Applied Specialties Inc. in the amount of \$1.15/lb for each 6-tote lot totaling \$17,077.50, further approve a contingency amount of \$17,077.50 for the purchase of a second 6-tote lot if necessary, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2024.

**RESOLUTION NO. 108-2023**

**AUTHORIZING THE SOLE SOURCE PURCHASE  
OF LIMECURE-25  
FROM APPLIED SPECIALTIES, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has filtration equipment at the Water Treatment Plant that requires the periodic removal of lime scale build-up; and

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) has approved the use of LimeCure-25 to reduce said build-up, and it is hereby determined that Applied Specialties, Inc. of Avon Lake, Ohio is the only firm qualified and permitted to provide such product for use in the potable water treatment process; and

WHEREAS, waiver of the purchasing policy formal bid requirements is requested for this sole source purchase.

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 authorize the sole source purchase of LimeCure-25 from Applied Specialties, Inc., at the price of \$1.15 per pound in allotments of 14,850 lbs. per delivery.
- SECOND: the accounts payable department is authorized to submit payment to Applied Specialties, Inc. of Avon, Ohio according to unit prices for the actual quantities delivered, estimated in the amount of \$17,077.50 for FY2023-2024, with a contingency amount of \$17,077.50 for a second delivery, if necessary.
- THIRD: the above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

**Master Plan Implementation Goals: 3.4**

**\*Check Register – May 2023.** Affirm check disbursements totaling \$2,450,709.37 through May 31, 2023.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

**ITEMS OF BUSINESS**

**\*CDBG Section 3 Policy Update**

City Manager Henne indicated that changes had been made to the federal Section 3 Policy regarding the use of federal funds for rehabilitation projects and now the City must update its Section 3 Policy to match.

Motion by Councilmember Pidek to approve the update to the City's Section 3 Policy, originally adopted September 16, 2019, required by the State of Michigan and the Community Development Block Grant Program (CDBG) to remain eligible for future grant funding as follows:

**RESOLUTION NO. 109-2023**

**APPROVAL OF UPDATED SECTION 3 POLICY TO REFLECT  
FEDERAL POLICY CHANGES FROM OCTOBER 10, 2022**

WHEREAS, CDBG program funds are used to provide grants and loans to UGLGs, usually with populations under 50,000, in support of economic or community development projects and project proposals are considered and evaluated continuously based upon the Michigan Strategic Fund's approved CDBG Funding Guide; and

WHEREAS, adoption of an updated Section 3 Policy to reflect the revisions made in October of 2022 is required by the State of Michigan and the CDBG as part of the grant process. This policy seeks to ensure the safety of all parties involved in grant activities and help fulfill the national objective of the CDBG.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve the updated Section 3 Policy as presented.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

### **Marijuana License Amendment Request**

City Manager Henne explained this request is to transfer the marijuana related licenses held by OZ Cannabis at 117 East Main Street to new owners.

Motion by Councilmember Pidek to approve a change in ownership of the Medical Marijuana Provisioning Center License and the Adult Use Recreational Retail License located at 117 East Main Street from Sandds Owosso Inc. dba OZ Cannabis to HG Lansing LLC dba Homegrown Cannabis Co. as follows:

### **RESOLUTION NO. 110-2023**

#### **AUTHORIZATION TO TRANSFER THE MEDICAL MARIHUANA PROVISIONING LICENSE AND ADULT USE RECREATIONAL RETAIL LICENSE FROM SANDDS OWOSSO INC. dba OZ CANNABIS TO HG LANSING, LLC dba HOMEGROWN CANNABIS CO.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, awarded a Medical Marijuana Facility License during the 2019 lottery process to Sandds Owosso Inc. dba OZ Cannabis; and

WHEREAS, Sandds Owosso Inc. dba OZ Cannabis has been operating a Medical Marijuana Provisioning Center and Adult Use Recreational Retail store at 117 East Main Street, Owosso since September of 2021; and

WHEREAS, City of Owosso Ordinance Nos. 817-818 were approved in May of 2021 to allow the transfer of Medical Marijuana Facilities Licenses and Recreational Marijuana Establishment Licenses with the approval of City Council; and

WHEREAS, Sandds Owosso Inc. dba OZ Cannabis desires to transfer the Medical Marijuana License and the Adult Use Recreational Retail License it holds at 117 East Main Street, Owosso to HG Lansing, LLC dba Homegrown Cannabis Co.; and

WHEREAS, this request is for the transfer of only the licenses as the building at 117 East Main Street is not owned by either party involved in the transfer.

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 transfer the Medical Marijuana Provisioning License and the Adult Use Recreational Retail License located at 117 East Main Street, Owosso from Sandds Owosso Inc. dba OZ Cannabis to HG Lansing, LLC dba Homegrown Cannabis Co.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Reduced Debt Millage Rate Calculation**

City Manager Henne indicated that approval of this item would lower the millage rate for street debt in the coming fiscal year. Finance Director Brad A. Barrett explained that due to the drastic change in interest rates over the last year the City is now earning more interest on the deposited bond funds than it is paying to the investors that originally purchased the bonds. He went on to explain that the practice (defined as arbitrage) is illegal for Michigan municipalities, necessitating a change in the millage levy dedicated to paying back those bonds. One Councilmember commented that the law being referenced seems kind of stupid. No one spoke up to disagree.

Motion by Councilmember Pidek to amend Section 6, Millage Levy, of Resolution No. 93-2023 reducing the debt millage rate for streets from 2.4713 mills to 2.0646 mills for the 2023-2024 fiscal year to meet IRS tax-exempt government bond regulations as follows:

### **RESOLUTION NO. 111-2023**

#### **GENERAL APPROPRIATIONS ACT AMENDMENT AMENDING RESOLUTION NO. 93-2023**

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council adopted a budget for the 2023-2024 fiscal year on May 15, 2023 with the approval of Resolution No. 93-2023; and

WHEREAS, Section 6, Millage Levy, of said resolution authorized a debt millage rate of 2.4713 mills for repayment of the City's street bond debt; and

WHEREAS, the City has since received more earned interest and local stabilization personal property tax reimbursement payments than expected; and

WHEREAS, a reduction to the debt millage rate is needed to meet IRS tax-exempt government bond regulations for debt service funds.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that Section 6, Millage Levy, of Resolution No. 93-2023 is hereby amended to reduce the debt millage rate to 2.0646 mills to maintain compliance with IRS tax-exempt government bond regulations as follows:

#### ***Section 6: Millage Levy***

*The City Council shall cause to levy and collect the general property tax on all real and personal property per \$1,000 of taxable value within the city upon the current tax roll an amount equal to the following:*

|                                      |                                 |
|--------------------------------------|---------------------------------|
| GENERAL OPERATING – CITY CHARTER     | 12.6919                         |
| PA 298 –BRUSH/LEAVES/STREET CLEANING | 1.0000                          |
| STREET DEBT                          | <b>2.0646</b> <del>2.4713</del> |

|  |                                   |
|--|-----------------------------------|
| <i>TOTAL</i>                                   | <b>15.7565</b> <del>16.1632</del> |
|  |                                   |
| <i>DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT</i> | 1.8855                            |

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

**\*Service Contracts & Interdepartmental Loan – 114-116 West Main Street**  
**Rental Rehabilitation Project**

City Manager Henne explained that the City will be the recipient of a CDBG Rental Rehabilitation Project Grant, on behalf of developer Ruesswood REI Group, LLC, for the development of seven new apartments on the third floor of the building at 114-116 West Main Street. Per the terms of the grant, the City is responsible for paying eligible expenses generated by the project, some of which will come due prior to the City's anticipated receipt of the grant funds, necessitating an interdepartmental loan. This loan will be reimbursed by the MEDC and the developer.

Councilmember Pidek said he appreciated the context of the City Manager's explanation and went on to say that he fully supports any efforts the City can make to support commercial property owners that are willing to build right now.

Motion by Councilmember Pidek to approve the various service contracts required for the CDBG Rental Rehabilitation Project at 114-116 West Main Street, and authorize an inter-fund, zero-interest loan in the amount of \$62,500.00 from the General Fund to the Housing and Redevelopment Fund (254) to cover initial project expenses, with reimbursement from the State of Michigan CDBG Program and Ruesswood REI Group, LLC (developer) as follows:

**RESOLUTION NO. 112-2023**

**AUTHORIZE CONTRACTUAL SERVICES ASSOCIATED WITH  
THE 114-116 WEST MAIN STREET CDBG RENTAL REHABILITATION PROJECT  
AND APPROVE RELATED INTERDEPARTMENTAL LOAN BETWEEN GENERAL  
FUND AND HOUSING & REDEVELOPMENT FUND**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has been awarded a Community Development Block Grant (CDBG) Rental Rehabilitation Program grant for the development of seven apartments on the third floor of the property located at 114-116 West Main Street; and

WHEREAS, per the terms of the CDBG Rental Rehabilitation Program, the City of Owosso will serve as a pass-through entity for the grant funds, assure program compliance, and ensure that the CDBG funds will be used for the purposes intended; and

WHEREAS, implementation of said CDBG Rental Rehabilitation Project requires the services of a several different administrators, consultants, professionals, and contractors, all of which will be paid by the City for services rendered using a combination of grant funds and developer funds which shall be deposited in escrow prior to the start of the construction phase of the project; and

WHEREAS, the Project requires the services of a certified grant administrator (CGA) to provide assistance through the application process and ensure compliance during implementation of the project,

and, it is hereby determined that Northern Consultants Inc. of Hancock, Michigan is qualified to provide said services and have submitted the lowest responsible and responsive bid; and

WHEREAS, the Project requires environmental consultation, review, and remediation for, but not limited to, lead, asbestos, radon and soil, and it is hereby determined that TriTerra, LLC of Lansing, Michigan is qualified to provide environmental consultation, review and testing, and First Contracting, Inc. of Ovid, Michigan is qualified to provide environmental remediation and abatement services; and

WHEREAS, the City of Owosso solicited bids from general contractors to conduct the construction at 114-116 West Main Street as proposed by Dingens Architects, of Corunna, Michigan, and it is hereby determined that West Investment Group, L.L.C. dba West Construction Services, of Pontiac, Michigan is qualified to provide said services and has submitted the lowest responsible and responsive bid; and

WHEREAS, it is hereby determined that TEaM Design Architects, of Owosso, Michigan is qualified to provide architectural services; and

WHEREAS, it is hereby determined an interdepartmental loan between the General Fund and Housing & Redevelopment Fund is necessary to cover expenses incurred prior to the availability of the grant funding through the required reimbursement process established by the Michigan Economic Development Corporation (MEDC).

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 for the City of Owosso to serve as the CDBG rental rehabilitation grant recipient/awardee on behalf of Ruesswood REI Group, LLC (sub grant award recipient) for the CDBG Rental Rehabilitation Project at 114-116 West Main Street.
- SECOND: of the estimated \$1,250,095 project cost, \$723,180 shall be reimbursed by the State of Michigan through a CDBG grant from the MEDC, and the remaining \$526,915 in project expenses, plus the cost of any additional expenses that may arise, shall be the responsibility of the property owner/developer Ruesswood REI Group, LLC, with said funds deposited in an escrow account per the terms of Grant No. MSC 222019-RR.
- THIRD: it has heretofore determined that it is advisable, necessary and in the public interest to award the bid for general contracting services for the 114-116 West Main Street CDBG Rental Rehabilitation Project to West Investment Group, L.L.C. dba West Construction Services in the amount of \$1,096,000.
- FOURTH: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for certified grant administrator services for the 114-116 West Main Street CDBG Rental Rehabilitation Project to Northern Consultants Inc. in the amount of \$13,745.
- FIFTH: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for environmental review, consultation and testing services to TriTerra, LLC in the amount of \$15,290.00.
- SIXTH: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for environmental remediation and abatement services to First Contracting, Inc. in the amount of \$114,960.
- SEVENTH: it has heretofore determined that it is advisable, necessary and in the public interest to award a shared contract for architectural services in an amount not to exceed \$7,500, with the contract for architectural services performed to date awarded to John Erwin

Dingens dba Dingens Architects, and the contract for architectural services going forward awarded to TEaM Design Architects.

EIGHTH: a temporary loan of \$62,500 at 0% interest is hereby authorized from the General Fund (101) to the Housing and Redevelopment Fund (254) for the payment of contractor and service providers until such time as the grant funds are received.

NINETH: the accounts payable department is authorized to pay West Construction Services, Northern Consultants Inc., TriTerra, LLC, Dingens Architects, TEaM Design Architects, and First Contracting, Inc. up to \$1,250,095 with the understanding the city will be reimbursed \$723,180 from the State of Michigan and \$526,915 from Ruesswood REI Group, LLC through escrow account proceeds.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

#### **Loan Write-Off - Brownfield Redevelopment Plan District #21**

City Manager Henne noted that the developer for this project had intended to pursue a rental rehabilitation grant, but the MEDC asked them to consider another grant program instead. Unfortunately, under the new grant program the financials for the project wouldn't work for the developer and the project was eventually abandoned, but not before a Certified Grant Administrator (CGA) was hired and some work performed. The State refused to pay the CGA because the project was cancelled. The City felt it was in its best interest to pay the CGA for their services. There are only a few companies in the state that provide such services and the services of the firm in question may very well be needed in the future. As such a loan was made from the General Fund to the Brownfield Redevelopment Authority to cover the cost of the CGA services.

Councilmember Fear asked if there was any way to prevent something similar happening in the future. City Manager Henne indicated that the State has since built a fail-safe into the process to ensure it doesn't happen again.

Motion by Mayor Pro-Tem Osika to approve writing off the loan to the BRA associated Brownfield Redevelopment Plan District #21 – 152 Howard Street in an amount not to exceed \$10,000.00 as follows:

#### **RESOLUTION NO. 113-2023**

#### **AUTHORIZE WRITING OFF THE INTERDEPARTMENTAL LOAN BETWEEN THE GENERAL FUND AND BROWNFIELD REDEVELOPMENT AUTHORITY DISTRICT NO. 21 - 152 HOWARD STREET**

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

WHEREAS, the Brownfield Development Authority allows for a community the opportunity to create a local brownfield financing resource, enhance local economic development capacities and market difficult sites based on private incentives; and

WHEREAS, the City of Owosso Brownfield Development Authority created and adopted a brownfield

redevelopment plan for 152 Howard Street on October 9, 2019; and

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

WHEREAS, the brownfield redevelopment plan authorized tax capture for 27 years (2020-2047); and

WHEREAS, project costs were incurred and needed to be paid even though there was no tax capture on the redevelopment project; and

WHEREAS, the property owner has abandoned the development project and no tax capture is available and or will be available to pay for costs incurred.

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 authorize writing off the interdepartmental loan between the General Fund (101) and the Owosso Brownfield Redevelopment Authority Fund (280) as it relates to Brownfield Redevelopment Plan District #21 – 152 Howard Street, in an amount not to exceed \$10,000.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

#### **Emergency Response Loan Write-Off – O.Marie's LLC**

City Manager Henne explained that during the COVID pandemic the City assisted several downtown businesses with emergency loans from the Downtown Revolving Loan Fund. This is the only emergency response loan that has fallen behind to the point where the courts are involved.

Motion by Councilmember Pidek to approve writing off the Downtown Revolving Loan Fund Emergency Response Loan associated with O. Marie's LLC in the amount of +/- \$3,065.81 and reclass \$2,969.08 of such balance as allowance for bad debt on the General Ledger as follows:

#### **RESOLUTION NO. 114-2023**

#### **AUTHORIZATION TO WRITE OFF BALANCE OF REVOLVING LOAN FUND – EMERGENCY RESPONSE LOAN BETWEEN THE CITY OF OWOSSO AND O. MARIE'S LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, established and operates a revolving loan fund, formerly known as UDAG/CDBG; 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 March 16, 2020 the OMS/DDA Board approved the addition of Emergency Response Loans to the RLF Manual in response to the COVID 19 Pandemic; and



WHEREAS, on March 30, 2020 the OMS/DDA Revolving Loan Committee recommended approval of the Emergency Response Loan Application from O'Maries LLC; the said recommendation received the endorsement of the DDA Board of Directors on April 1, 2020; and final approval was granted by the City Council later that month; and

WHEREAS, the loan has multiple delinquent payments dating back to 2021 and is in default; and

WHEREAS, the city attorney has secured a court judgement in the amount of \$2,969.08 for such loan.

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 write off the balance of the Emergency Response Loan given to O. Maries LLC, totaling +/- \$3,065.81.

SECOND: it has heretofore determined that it is advisable, necessary, and in the public interest to book \$2,969.08 of such delinquent balance as allowance for bad debt, reflecting the court judgement amount.

Motion supported by Councilmember Olson.

Roll Call Vote.

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

NAYS: None.

**Long-Term Advancement Amendment – Brownfield Redevelopment District #3 TiAl Products, Inc.**

Motion by Councilmember Law to approve amending the interdepartmental long-term advancement to Brownfield Redevelopment District #3 - TiAl Products, Inc. reducing the interest rate to zero (0%) beginning July 1, 2023 due to a reduction in TIF captures as follows:

**RESOLUTION NO. 115-2023**

**AUTHORIZE AMENDMENT TO THE INTEREST RATE FOR  
THE LONG-TERM ADVANCEMENT  
TO BROWNFIELD REDEVELOPMENT DISTRICT #3 – TIAL PRODUCTS, INC.**

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

WHEREAS, the City of Owosso Brownfield Redevelopment Authority and Owosso City Council adopted a Brownfield Redevelopment Plan for TiAl Products, Inc. in 2007 (District #3); and

WHEREAS, the Revolving Loan Fund financed street improvements to benefit Brownfield Redevelopment Authority District #3 – TiAl Products, Inc. via a long-term advancement in the amount of \$220,880.00 to be paid back over a 19-year period at an annual interest rate of 6%; and

WHEREAS, said Brownfield Redevelopment Plan authorized tax capture to pay back such long-term advancement made by the Revolving Loan Fund; and

WHEREAS, the projected annual tax capture will not equal the required annual payment due to the expiration of an industrial facility tax abatement, which increased the BRA District #3 TIF plan's base

taxable value.

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 reduce the interest rate for the Long Term Advancement to BRA District #3 – TiAl Products, Inc. due to a reduction in TIF capture.

SECOND: it reaffirms the term of the long-term advancement will end on June 30, 2026.

THIRD: it authorizes the interest rate to be reduced from 6% to 0% APR for the remaining three years of the long-term advancement.

FOURTH: the new yearly payment is estimated at \$19,388.04 for the interdepartmental loan.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

Brad A. Barrett, Finance Director. Financial Report – April 2023.  
Downtown Development Authority/Main Street. Minutes of May 3, 2023.  
Owosso Historical Commission. Minutes of May 8, 2023.  
Downtown Historic District Commission. Minutes of May 17, 2023.  
WWTP Review Board. Minutes of May 23, 2023.  
Parks & Recreation Commission. Minutes of May 24, 2023.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W. M-21, said he felt that blame for the cancellation of the Memorial Day parade was with the Public Safety Director.

Pastor Bill Moull, Owosso Free Methodist Church, asked if a moment of silence could be held for those that laid down their lives for our country. The request was granted, and a moment of silence was observed by all those present.

Pastor Don Fields, Calvary Baptist Church, said Sec. 4-191 of the City Code defines cross-dressing as sexual activity and asked if the City was going to allow an establishment in the City to hold adult entertainment without a permit to do so.

Eddie Urban, 601 Glenwood Avenue, said he had been wrongfully banned from a local shuttle service that provides veterans with a ride to medical appointments for excessive swearing, and now he has missed three different appointments because he didn't have a ride. He said he doesn't normally swear when speaking but he was telling stories from Vietnam.

Mike Eckmyre, Quartermaster/Adjutant of VFW Post 9455, said that what discouraged him the most as a veteran was seeing how little respect people show to veterans. He said that we need to hold parents and schools responsible for teaching young people to respect veterans.

Councilmember Haber asked staff to address Mr. Field's questions regarding events that may fall under adult entertainment laws. City Attorney Gould said it would be difficult to determine if the proposed drag show bingo event would violate the ordinance because there is no way to determine if it will exceed the standards of the ordinance before it takes place, nor can they take punitive action unless a law is actually broken.

Councilmembers Law and Olson suggested the ordinance be reviewed to make sure that it reflects the changes that have taken place in society.

### **NEXT MEETING**

Tuesday, June 20, 2023, 7:30 p.m. - Regular

### **BOARDS AND COMMISSIONS OPENINGS**

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

### **ADJOURNMENT**

Motion by Mayor Pro-Tem Osika for adjournment at 9:05 p.m.

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

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Robert J. Teich, Jr., Mayor

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Amy K. Kirkland, City Clerk



## MEMORANDUM

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

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**DATE:** June 14, 2023

**TO:** City Council

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

**SUBJECT:** Recreation Service Agreement for Rudy DeMuth Field

### RECOMMENDATION:

Staff recommends approval of the five-year recreation service agreement for Rudy DeMuth Field as a continued effort by Owosso Youth Baseball and the city to support physical activity and healthy living within the community.

### BACKGROUND:

For many years Owosso Youth Baseball has conducted a baseball league at Rudy DeMuth Field. Owosso Youth Baseball has requested changes to the existing service agreement, which limits their use of the fields to April 1 through the third Saturday of July. Staff recommends removing the restrictions on use of the fields from April through July and allowing the league to use the fields as weather permits. This will also allow them to work on some maintenance projects in their off-season.

Attached you will find a five-year agreement allowing Owosso Youth Baseball use of the fields at Rudy DeMuth Field in exchange for their management of Rudy DeMuth Field and a \$1.00 per year use fee.

### FISCAL IMPACTS:

The City of Owosso will pay for major repairs/maintenance of Rudy DeMuth Field; Owosso Youth Baseball will be responsible for all minor maintenance as documented in the agreement.

**RESOLUTION NO.**

**AUTHORIZING EXECUTION OF RECREATION SERVICES AGREEMENT WITH  
OWOSSO YOUTH BASEBALL  
FOR THE USE OF RUDY DEMUTH FIELD**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that recreation opportunities for area youth are important to the community as a whole; and

WHEREAS, Owosso Youth Baseball has dedicated itself to providing exercise and recreation opportunities for youth in Owosso and the surrounding areas; and

WHEREAS, the City wishes to contribute to recreation opportunities for area youth by allowing the use of Rudy DeMuth Field for baseball league games and events.

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 an agreement with Owosso Youth Baseball for recreation services at Rudy DeMuth Field for a period expiring December 31, 2028.
- SECOND: the Mayor and the City Clerk of the City of Owosso are instructed and authorized to sign the document substantially in the form attached memorializing the use of Rudy DeMuth Field and the responsibilities of the City and Owosso Youth Baseball.

## **RUDY DEMUTH FIELD RECREATION SERVICE AGREEMENT**

This Recreation Service Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the city of Owosso, a Michigan municipal corporation ("Lessor") and Owosso Youth Baseball ("Lessee"), a non-profit community service organization which conducts a youth baseball program. This agreement shall run until December 31, 2028 unless terminated by either party upon written notice by December 31 of any year.

1. This agreement allows the Lessee to use the property commonly known as Rudy DeMuth Field for youth baseball.
2. Lessee may permit other individuals and entities to use the premises when such use does not conflict with Lessee activities.
3. Lessee agrees to defend, indemnify and hold Lessor harmless from any claim, loss, expense or damage to any person or property in or upon the said premises or any area allocated to the Lessee, arising out of the Lessee's use or occupancy of said premises, or any act or neglect of Lessee or its servants, employees or agents, or any change, alteration or improvement in the premises made by the Lessee.
4. Lessee agrees to pay Lessor one dollar (\$1.00) each year of this agreement. This sum shall be paid on or before October 30 each year. Lessor and Lessee agree to allocate duties and responsibilities for maintaining the premises as follows:
  - a. Lessor will be responsible for all major maintenance responsibilities associated with maintaining the physical facilities which are a part of Rudy DeMuth Field including: (a) mowing (b) repairing fences surrounding the baseball fields; (c) structural modifications to the buildings; (e) garbage pickup; (e) providing materials for bleacher board repair as needed; (f) repairing/securing lights in outfield; (g) plumbing; (h) and pay for use of lights.
  - b. Lessee will be responsible for all minor maintenance responsibilities associated with use of the facilities for baseball including: (a) maintaining infields; (b) performing minor repairs to buildings and stands; (c) keeping all fields free of debris; (d) and minor painting of buildings.
5. Lessee agrees to reimburse Lessor for any damage to Rudy DeMuth Field, which arises out of actions on the part of league participants which are reckless, careless, or which otherwise are intended to damage the baseball fields and associated facilities.
6. Lessee shall not make permanent improvements or construct or install any structures on the premises without prior written approval of the Lessor. In the event such permanent improvements or structures shall be installed, they shall become part of the premises and remain thereon at the termination of the agreement.

7. The Lessee shall not assign this agreement.
8. The Lessee shall maintain, at its expense, insurance on the premises throughout the term of this agreement with the Lessor as an additional insured. See exhibit A.
9. Lessee will send safety issues/concerns that arise by email to the Assistant City Manager for the city.
10. Public Works Superintendent will do a walk-through of Rudy DeMuth Field with Lessee in the spring to assess needs.

**EXHIBIT A  
PROOF OF INSURANCE**

This is to certify that the following endorsement is part of the policy(s) described below:

**NAMED INSURED (CONTRACTOR)**

**COMPANIES AFFORDING COVERAGE**

ADDRESS

A.  
B.  
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following Recreation Service Agreement:

**USE OF RUDY DEMUTH FIELD**

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Owosso Youth Baseball agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of Owosso Youth Baseball officers, employees, agents or others employed by Owosso Youth Baseball while engaged by Owosso Youth Baseball in the performance of this agreement.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Please include a copy of insurance declaration verifying **Three Million Dollars (\$3,000,000) general liability** limit coverage and **Twenty-Five Thousand Dollars (\$25,000)** participant accident coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Authorized Insurance Agent

AGENCY \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

For the Owosso Youth Baseball:

For the City:

\_\_\_\_\_  
By: Troy Smith, President  
Owosso Youth Baseball

\_\_\_\_\_  
Robert J. Teich, Jr.  
Its: Mayor

\_\_\_\_\_  
Amy K. Kirkland  
Its: City Clerk

Approved as to substance:

\_\_\_\_\_  
Nathaniel R. Henne, City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Scott J. Gould, City Attorney

\_\_\_\_\_  
Date

Approved by City Council: \_\_\_\_\_



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX (989) 723-8854

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# ***MEMORANDUM***

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DATE: June 6, 2023  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1499

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Dean Pyers, Steam Railroading Institute Executive Director, has requested the following partial lot closure for the Arsenal of Freedom Military Vehicle and Railroad Weekend:

**LOCATION:**

**Thirty-two parking spaces near the southwest corner of the Comstock parking lot (Lot #10)**

**DATE/TIME:**

**June 22, 2023, at 8:00am – June 25, 2023, at 5:00pm**

The Public Safety Department has issued Traffic Control Order #1499 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the application and authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.

DATE

TIME

1499

6/6/23

10:20 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Partial Lot Closure

LOCATION OF CONTROL

Thirty-two spaces near the southwest corner of the Comstock parking lot,  
Lot #10 (see attached map)

EVENT:

Arsenal of Freedom Military Vehicle and Railroad Weekend

DATE/TIME: June 22, 2023 at 8:00am – June 25, 2023 at 5:00pm

APPROVED BY COUNCIL

\_\_\_\_\_, 20 \_\_\_\_

REMARKS



APPLICATION FOR USE OF  
CITY STREETS & PARKING LOTS  
FOR SPECIAL EVENTS

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

This application, plus all required documentation and fees shall be submitted to the Public Safety Department at least thirty (30) days and not more than one hundred twenty (120) days prior to the first day of the requested event, with 2 exceptions:

1. Applicants requiring the issuance of a conditional use permit as required by Sec. 38-504(4)(b), shall submit a complete application at least ninety (90) days prior to the event.
2. Applicants requesting the use of a state trunkline shall submit a complete application at least forty-five (45) days prior to the event.

Event Name: "Arsenal of Freedom" Military Vehicle and Railroad Weekend

Applicant Name: Michigan State Trust for Railway Preservation / Steam Railroading Institute Date: 5/26/2023  
(Individual or Group Name)

Primary Contact: Dean Pyers Title: Exec Director

Address: 405 S Washington St, Owosso, MI 48867

Phone: w:989-720-3953 or c:586-979-7319 Email: deanp@michigansteamtrain.com

Requested Date(s): Thursday, June 22 - Sunday, June 25 Requested Hours: 8:00 am 6/22 thru 5:00 pm 6/25  
(Including set-up and clean-up)

Area Requested (Parking Lot - Parade Route): 32 Spaces in the NCG Cinema/Roma's City parking lot  
as outlined in yellow on the attached satellite view. On Thursday, June 22nd, and Friday morning, June 23rd,  
this area would be used for check-in and safety inspections of the antique military vehicles arriving for display. Depending  
Detailed description of the use for which the request is made: on how many vehicles arrive with trailers, we may  
need to store overflow trailers in the area for the remainder of the weekend. MSTRP would hire overnight security.

Please attach the following items and mark the corresponding checkbox indicating their inclusion. See back for detailed descriptions of each item:

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Executed Hold Harmless Agreement  |
| <input checked="" type="checkbox"/> | Map of the Event Area with Event location highlighted                   |
| <input checked="" type="checkbox"/> | Rules or policies applicable to persons participating in proposed event |
| <input checked="" type="checkbox"/> | Proof of Insurance  |
| or                                  |   |
| <input type="checkbox"/>            | Request for Insurance Waiver  |
| <input checked="" type="checkbox"/> | Application Fee   |

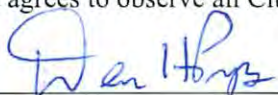
Continued on back...



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** In consideration of the granting of permission by the City of Owosso to the Applicant for the use of facilities set forth above, Applicant shall indemnify, defend and hold harmless the City of Owosso, their officials, employees, agents, professionals and volunteers, collectively ("CITY") from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees and related costs) and/or other expenses or liabilities of any nature whatsoever including, without limitation, the investigation and defense of any claims, arising out of or resulting from the conduct of the activities for which this application is made, and for the use of the facilities and any other facilities which are employed by the Applicant, or their guests, during the period for which the facilities requested are used, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Applicant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

The Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct. Applicant agrees to observe all City ordinances, laws and/or conditions imposed.

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



Date: 5/26/2023

**Information Regarding Required Documents**

**Map of the Event Area** – Map showing the general area where the event will be located. The exact event location /event route must be highlighted and the locations requiring barricades for the requested street/lot closure must be clearly marked.

**Rules or policies** - Rules and policies applicable to events and activities organized in such a manner as to constitute an invitation to members of the general public to participate in the event or activity shall comply with all applicable local, state and federal laws and regulations and shall include, at a minimum, a process for appealing decisions that have the effect of denying participation or imposing limitations on participation beyond those generally applicable to all other participants.

**Proof of Insurance** – A Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event 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

**Request for Insurance Waiver** - The City Council may waive the 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. Check box if you are requesting waiver of insurance.

*Applicants must indicate whether they are providing proof of insurance or requesting an insurance waiver. Request for a waiver in no way guarantees a waiver will be granted.*

**Application Fee** – Fee set by resolution of City Council to offset a portion of the costs related to the processing of special events applications.

☒ \$30 Application (30-120 days prior to 1<sup>st</sup> day of event)

☐ Additional: \_\_\_\_\_

☐ \$50 Additional MDOT Closure (M-21, M-71, M-52)

☐ Additional: \_\_\_\_\_

☒ \$15 Additional-Expedited Fee (14-29 days prior to 1<sup>st</sup> day of event)

☐ Additional: \_\_\_\_\_

\$ 45 **Total Due at Time of Application. Please make check payable to: City of Owosso.**

.....  
Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: \_\_\_\_\_

Traffic Control Order Number \_\_\_\_\_

Copy of Rules & Regulations provided to Applicant ☐

Cc: DDA – Director; WCIA – Chairperson

03-06-2023



STEARAI-01

CASSIES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                       |               |
|--|--|-----------------------|---------------|
| <b>PRODUCER</b> License # 958967<br>Johnston Lewis Associates, Inc.<br>5600 New King, Ste. 210<br>Troy, MI 48098 | <b>CONTACT NAME:</b> Cassie Stewart            |                       |               |
|  | <b>PHONE (A/C, No, Ext):</b> (248) 602-4286    | <b>FAX (A/C, No):</b> |               |
|  | <b>E-MAIL ADDRESS:</b> cassies@jlains.com      |                       |               |
| <b>INSURED</b><br><br>Steam Railroad Institute<br>405 S Washington Street<br>Owosso, MI 48867                    | <b>INSURER(S) AFFORDING COVERAGE</b>           |                       | <b>NAIC #</b> |
|  | <b>INSURER A:</b> Liberty Mutual Insurance     |                       | 23043         |
|  | <b>INSURER B:</b> Cincinnati Insurance Company |                       | 10677         |
|  | <b>INSURER C:</b> Aspen Specialty Insurance Co |                       | 10717         |
|  | <b>INSURER D:</b> Conifer Insurance Company    |                       | 29734         |
|  | <b>INSURER E:</b> Hanover Insurance Company    |                       | 22292         |
|  | <b>INSURER F:</b>                              |                       |               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| A        | COMMERCIAL GENERAL LIABILITY   | X  |          | TRHV1143825-2 | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 10,000,000  |
|          | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR   |  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$   |
|          | <input checked="" type="checkbox"/> Railroad Liability   |  |          |               |                         |                         | MED EXP (Any one person) \$  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          |               |                         |                         | PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ 20,000,000<br>PRODUCTS - COMP/OP AGG \$ |
| B        | AUTOMOBILE LIABILITY   |  |          | EPP 0375889   | 4/15/2023               | 4/15/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000   |
|          | ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>  |  |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                  |  |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          |  |  |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
| C        | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>   | <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE |          | RX00P7W22     | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE \$ 15,000,000  |
|          | DED <input type="checkbox"/> RETENTION \$  |  |          |               |                         |                         | AGGREGATE \$ 30,000,000  |
|          |  |  |          |               |                         |                         |  |
|          |  |  |          |               |                         |                         |  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | Y/N <input type="checkbox"/>   | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>                     |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  |  |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |  |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |  |  |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$   |
| D        | Liquor Liability   |  |          | CILL008663    | 4/15/2023               | 4/15/2024               | Liquor Liability 500,000   |
| E        | Equipment Floater  |  |          | IHH H817468   | 11/1/2022               | 11/1/2023               | Scheduled 5,705,800  |

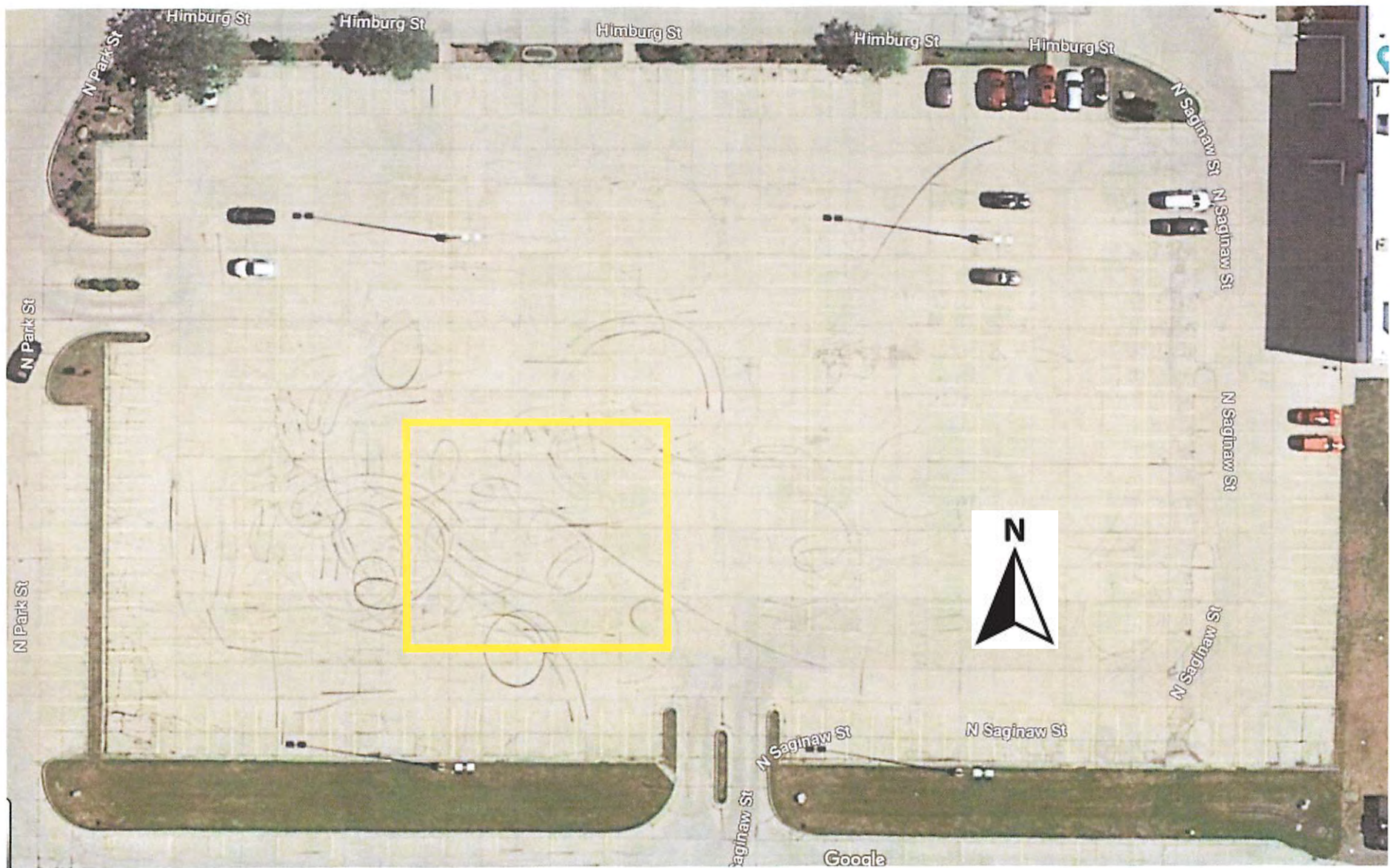
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is an additional insured as respects the general liability coverage as required by written contract

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| City of Owosso<br>301 W Main St<br>Owosso, MI 48867 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><i>David P. With</i>  |







# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: June 9, 2023  
TO: City Council  
FROM: Kevin Lenkart, Owosso Public Safety Chief  
RE: Request to Purchase In-Car Cameras from Axon Enterprise Inc.

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### **RECOMMENDATION:**

Staff is recommending awarding a contract with Axon Enterprise, Inc., a sole source provider, for the purchase of six (6) Axon Fleet 3 in-car cameras for \$64,900.80 over a five-year period. This purchase will allow each marked Owosso Police vehicle to have an in-car camera.

In the 2023-2024 budget, Owosso City Council approved \$14,741.00 for five (5) years towards the purchase of six additional in-car cameras. The amount requested is less than budgeted due to the fact that Axon is no longer including the cost of installation of the cameras.

### **BACKGROUND:**

In 2014, the City of Owosso implemented an in-car camera system in three of our patrol cars. In 2020, the Owosso Police Department began research on updating our in-car cameras along with the addition of Body Worn Cameras (BWC) for our police officers. Our original purchase of Coban cameras were reaching the end of life and our fleet of cameras would have to be replaced in the next several years.

In February 2022, Owosso City Council approved the purchase of Axon BWCs and four (4) in-car cameras. The use of in-car and BWCs will increase officer safety, document crime scenes, collect evidence, supplement written reports, aid officer training, document officer interactions with the public and increase transparency in our community.

### **GRANT OPPORTUNITIES:**

Upon approval and delivery of the items listed above, the Michigan Municipal Risk Management Association (MMRMA) Risk Avoidance Program (RAP) Grant program allows for reimbursement grants for the Axon equipment. The total amount of grant availability for this purchase is \$6,000.00.

### **RECOMMENDED ACTION:**

Approval to enter into an agreement to purchase in-car cameras for the Owosso Police Department from Axon Enterprises, Inc. sole source provider for a total of \$64,900.80 over a five-year period from Account No. 101.301.978.000.



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT  
WITH AXON ENTERPRISE, INC. FOR  
THE PURCHASE OF IN-CAR CAMERAS FOR POLICE VEHICLES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of in-car cameras; and

WHEREAS, said in-car cameras are essential pieces of equipment for police officers; and

WHEREAS, Axon Enterprise, Inc. is the sole source provider of Axon in-car cameras, equipment, and software in Michigan; and

WHEREAS, staff recommends authorizing a purchase agreement with Axon Enterprise, Inc. for the purchase of six (6) new in-car camera kits and licenses in the amount of \$64,900.80, payable over five (5) years.

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 waive competitive bidding requirements and authorize the sole-source purchase of six (6) Axon Fleet 3 in-car camera kits and licenses from Axon Enterprise, Inc. for a total expenditure not to exceed \$64,900.80, payable over five (5) years.

SECOND: the Mayor and City Clerk are instructed and authorized to sign the purchase agreement substantially in the form attached as Quote No. Q-461364-45084.571KT.

THIRD: funds for this purchase were approved in the 2023-2024 budget.

FOURTH: the accounts payable department is authorized to pay Axon Enterprise, Inc. five annual payments in the following amounts:

July 2023: \$11,982.43  
July 2024: \$12,461.74  
July 2025: \$12,960.21  
July 2026: \$13,478.64  
July 2027: \$14,017.78

FIFTH: the above expenses will be paid from Account No. 101.301.978.000.



Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-461364-45084.571KT

Issued: 06/07/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 300246

Payment Terms: N30

Delivery Method:

| SHIP TO  | BILL TO   | SALES REPRESENTATIVE  | PRIMARY CONTACT   |
|--|---|---|---|
| 202 S Water Street<br><br>202 S WATER ST<br>OWOSSO,<br>MI<br>48867-2920<br>USA | Owosso Police Dept. - MI<br><br>202 S WATER ST<br>OWOSSO<br>MI<br>48867-2920<br>USA<br>Email: | Kenny Thomas<br><br>Phone: (704) 375-1936<br><br>Email: kethomas@axon.com<br>Fax: | Kevin Lenkart<br><br>Phone: (989) 725-0580<br><br>Email: kevin.lenkart@ci.owosso.mi.us<br>Fax: (989) 725-0528 |

## Quote Summary

|                        |             |
|------------------------|-------------|
| Program Length         | 60 Months   |
| TOTAL COST             | \$64,900.80 |
| ESTIMATED TOTAL W/ TAX | \$64,900.80 |

## Discount Summary

|                          |            |
|--------------------------|------------|
| Average Savings Per Year | \$1,168.56 |
| TOTAL SAVINGS            | \$5,842.80 |

## Payment Summary

| Date     | Subtotal    | Tax    | Total       |
|----------|-------------|--------|-------------|
| Jul 2023 | \$11,982.43 | \$0.00 | \$11,982.43 |
| Jul 2024 | \$12,461.74 | \$0.00 | \$12,461.74 |
| Jul 2025 | \$12,960.21 | \$0.00 | \$12,960.21 |
| Jul 2026 | \$13,478.64 | \$0.00 | \$13,478.64 |
| Jul 2027 | \$14,017.78 | \$0.00 | \$14,017.78 |
| Total    | \$64,900.80 | \$0.00 | \$64,900.80 |

|                        |             |
|------------------------|-------------|
| Quote Unbundled Price: | \$70,743.60 |
| Quote List Price:      | \$73,706.40 |
| Quote Subtotal:        | \$64,900.80 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item           | Description         | Qty | Term | Unbundled | List Price | Net Price | Subtotal           | Tax           | Total              |
|----------------|---------------------|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| <b>Program</b> |                     |     |      |           |            |           |                    |               |                    |
| Fleet3B+TAP    | Fleet 3 Basic + TAP | 6   | 60   | \$196.51  | \$204.74   | \$180.28  | \$64,900.80        | \$0.00        | \$64,900.80        |
| <b>Total</b>   |                     |     |      |           |            |           | <b>\$64,900.80</b> | <b>\$0.00</b> | <b>\$64,900.80</b> |

## Delivery Schedule

### Hardware

| Bundle              | Item  | Description  | QTY | Estimated Delivery Date |
|---------------------|-------|--|-----|-------------------------|
| Fleet 3 Basic + TAP | 11634 | CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD        | 6   | 07/01/2023              |
| Fleet 3 Basic + TAP | 70112 | AXON SIGNAL UNIT                                   | 6   | 07/01/2023              |
| Fleet 3 Basic + TAP | 71200 | FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL | 6   | 07/01/2023              |
| Fleet 3 Basic + TAP | 72034 | FLEET SIM INSERTION, VZW                           | 6   | 07/01/2023              |
| Fleet 3 Basic + TAP | 72036 | FLEET 3 STANDARD 2 CAMERA KIT                      | 6   | 07/01/2023              |
| Fleet 3 Basic + TAP | 72040 | FLEET REFRESH, 2 CAMERA KIT                        | 6   | 07/01/2028              |

### Software

| Bundle              | Item  | Description                        | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80400 | FLEET, VEHICLE LICENSE             | 6   | 08/01/2023           | 07/31/2028         |
| Fleet 3 Basic + TAP | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 12  | 08/01/2023           | 07/31/2028         |

### Warranties

| Bundle              | Item  | Description                         | QTY | Estimated Start Date | Estimated End Date |
|---------------------|-------|-------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic + TAP | 80379 | EXT WARRANTY, AXON SIGNAL UNIT      | 6   | 07/01/2024           | 07/31/2028         |
| Fleet 3 Basic + TAP | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 6   | 07/01/2024           | 07/31/2028         |

## Payment Details

|              |             |                     |     |             |        |             |
|--------------|-------------|---------------------|-----|-------------|--------|-------------|
| Jul 2023     |             |                     |     |             |        |             |
| Invoice Plan | Item        | Description         | Qty | Subtotal    | Tax    | Total       |
| Year 1       | Fleet3B+TAP | Fleet 3 Basic + TAP | 6   | \$11,982.43 | \$0.00 | \$11,982.43 |
| Total        |             |                     |     | \$11,982.43 | \$0.00 | \$11,982.43 |

|              |             |                     |     |             |        |             |
|--------------|-------------|---------------------|-----|-------------|--------|-------------|
| Jul 2024     |             |                     |     |             |        |             |
| Invoice Plan | Item        | Description         | Qty | Subtotal    | Tax    | Total       |
| Year 2       | Fleet3B+TAP | Fleet 3 Basic + TAP | 6   | \$12,461.74 | \$0.00 | \$12,461.74 |
| Total        |             |                     |     | \$12,461.74 | \$0.00 | \$12,461.74 |

|              |             |                     |     |             |        |             |
|--------------|-------------|---------------------|-----|-------------|--------|-------------|
| Jul 2025     |             |                     |     |             |        |             |
| Invoice Plan | Item        | Description         | Qty | Subtotal    | Tax    | Total       |
| Year 3       | Fleet3B+TAP | Fleet 3 Basic + TAP | 6   | \$12,960.21 | \$0.00 | \$12,960.21 |
| Total        |             |                     |     | \$12,960.21 | \$0.00 | \$12,960.21 |

|              |             |                     |     |             |        |             |
|--------------|-------------|---------------------|-----|-------------|--------|-------------|
| Jul 2026     |             |                     |     |             |        |             |
| Invoice Plan | Item        | Description         | Qty | Subtotal    | Tax    | Total       |
| Year 4       | Fleet3B+TAP | Fleet 3 Basic + TAP | 6   | \$13,478.64 | \$0.00 | \$13,478.64 |
| Total        |             |                     |     | \$13,478.64 | \$0.00 | \$13,478.64 |

|              |             |                     |     |             |        |             |
|--------------|-------------|---------------------|-----|-------------|--------|-------------|
| Jul 2027     |             |                     |     |             |        |             |
| Invoice Plan | Item        | Description         | Qty | Subtotal    | Tax    | Total       |
| Year 5       | Fleet3B+TAP | Fleet 3 Basic + TAP | 6   | \$14,017.78 | \$0.00 | \$14,017.78 |
| Total        |             |                     |     | \$14,017.78 | \$0.00 | \$14,017.78 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Robert J. Teich, Jr., Mayor

Date Signed

Amy K. Kirkland, Clerk

Date Signed

6/7/2023





January 19, 2022

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

#### **Axon Digital Evidence Solution Description**

##### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

##### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

##### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

##### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

<sup>1</sup> Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

##### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

##### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search





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#### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and

interview room video are managed as part of the same case in Axon Evidence

- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors



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- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.



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- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

#### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023



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- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

**Axon Product Packages**

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

| SOLE AUTHORIZED DISTRIBUTOR FOR<br>AXON BRAND PRODUCTS  | SOLE AUTHORIZED REPAIR FACILITY<br>FOR AXON BRAND PRODUCTS  |
|---|---|
| Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 480-905-2000 or 800-978-2737<br>Fax: 480-991-0791 | Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 480-905-2000 or 800-978-2737<br>Fax: 480-991-0791 |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

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# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

---

DATE: June 8, 2023  
TO: City Council  
FROM: Kevin Lenkart  
Owosso Public Safety Chief  
RE: Purchase Authorization – Ambulance Equipment

---

### **RECOMMENDATION:**

Staff recommends awarding a contract to Stryker Medical for the purchase of one Stryker Lucas 3 chest compression system, one Stryker MTS Power Load cot fastener, one Stryker Power-Pro 2 ambulance cot, one Stryker Stair Pro stair chair and one Stryker Xpedition stair chair. Included in the purchase are an extended warranty, accessories and supplies for a total cost of \$122,557.06. The payment invoice will be mailed after the last item ships. Stryker payment terms are Net 30.

The requested items from Stryker are currently compatible with other medical equipment being used by the Owosso Fire Department. This familiarity with the equipment will allow for a more seamless transition for the staff. Attached are Stryker sole source letters for each of the requested items.

### **BACKGROUND:**

The Owosso Fire Department responds to over 3,000 requests for fire and EMS service annually. The State of Michigan MDHHS requires any Fire/EMS department that provides advanced life support (ALS) service with an ambulance or fire apparatus to provide equipment for personnel to deliver medical care to patients.

### **COMMUNITY BENEFIT:**

The Stryker Lucas is an automated chest compression system that is a safe and effective device that standardizes chest compressions consistent with the American Heart Association guidelines and delivers them in the same manner as manual CPR, operating on the patient's chest. These devices allow Owosso paramedics to focus on additional life-saving tasks and tend to other rescue relief that may arise.

Owosso Fire/EMS currently has one (1) Stryker Lucas device, the purchase of the 2<sup>nd</sup> Lucas would allow for both first response ambulances to be equipped with this vital lifesaving device.

The Stryker MTS Power-Load cot fastener/loader and Stryker Power-Pro 2 ambulance cot reduce the workload on personnel loading the cot into and out of the ambulance and eliminates the possibility that the cot (and the patient) is dropped in the loading and unloading process.

The Stryker Xpedition powered stair chair and Stryker Stair-Pro manual stair chair are designed to decrease the risks of patient and caregiver injury when moving patients up and down stairs. The Xpedition is equipped with LED lights to increase visibility. The Stryker Xpedition stair chair was just approved for sale in May 2023. Once in service, the Xpedition would assist Owosso fire personnel when transporting patients who are immobile up and down stairs.

The items listed above all meet federal requirements for Society of Automotive Engineers (SAE) crash safety recommendations SAE J3027. Attached is a chart with photos of current and future equipment on all three (3) of Owosso ambulances.

### **PURCHASE REQUEST:**

Owosso city staff evaluated the best pricing options for the purchase of this equipment, and they recommend utilizing cooperative contracts held by the Savvik Buying Group. The Savvik Buying Group is a non-profit company that serves as a contract management agency for the public safety, education, and government members of their nationwide group-purchasing program.

Savvik contracts #2021-06, Medical Equipment, and #2019-05, Stretchers and Power Cots, were identified as providing the City of Owosso with the best pricing for the equipment. These contracts were awarded to Stryker as the result of competitive bidding processes led by Eagle County, a political subdivision of the State of Colorado, and administered by Savvik Purchasing Group.

Stryker has reduced the price further by allowing trade-ins for the following equipment:

1. Trade-in value of \$2,500.00 for one (1) Stryker Power Cot.
2. Trade-in value of \$500.00 for two (2) Evac chairs.
3. Trade-in value of \$500.00 for one Stryker Stair chair.

The purchase price for the new equipment includes a 4-year warranty and four years of preventative maintenance for the Lucas and Power-Load, and a three (3) year warranty on the Power-Pro 2. This includes annual on-site preventative maintenance, battery replacement, Stryker OEM parts, labor and travel expenses for repairs, software upgrades and discounts on other accessories.

Estimated delivery time for the Stryker equipment is 2-3 months.

### **GRANT OPPORTUNITIES:**

Upon approval and delivery of the items listed above, the Michigan Municipal Risk Management Association (MMRMA) Risk Avoidance Program (RAP) Grant program provides reimbursement grants for the this type of equipment. The total amount of grant availability for this purchase is \$25,718.05.

**RESOLUTION NO.**

**AUTHORIZING SOLE SOURCE PURCHASE OF STRYKER LUCAS 3, STRYKER MTS  
POWER LOAD, STRYKER POWER-PRO 2, STRYKER EXPIDITION, AND STRYKER  
STAIR PRO FOR USE BY THE FIRE DEPARTMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has fire department requiring the use of emergency equipment; and

WHEREAS, the purchase of this equipment would be beneficial to the citizens of Owosso; and

WHEREAS, Staff is recommending awarding a sole source contract to Stryker for the purchase of one Stryker Lucas 3, One Stryker MTS Power Load, one Stryker Power-Pro 2, one Stryker Stair Pro and one Stryker Xpedition stair chair. Included in the purchase are extended warranty, accessories and supplies for a total expenditure not to exceed \$122,557.06. Stryker payment term is Net 30; and

WHEREAS, Owosso city staff evaluated the best pricing options for the purchase of the Stryker equipment and staff recommends the Savvik Contract which was identified to provide the City of Owosso with the best pricing for the equipment. This contract was awarded to Stryker as the result of a competitive process led by Eagle County, a political subdivision of the State of Colorado, and administered by Savvik Purchasing Group. RFB #2019-05 and RFB # 2021-06.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase of one Stryker Lucas 3, one Stryker MTS Power-Load, one Stryker Power-Load, one Stryker Power-Pro 2 ambulance cot and one Stryker Xpedition powered stair chair for a total expenditure not to exceed \$122,557.06.
- SECOND: The purchase price includes a four-year warranty and four years of preventative maintenance inspection for the Lucas, and Power-Load and three (3) year warranty on the Power-Pro 2. This includes annual on-site preventative maintenance, battery replacement, Stryker OEM parts, labor and travel expenses for repairs, software upgrades and discounts on other accessories.
- THIRD: The Mayor and City Clerk are instructed and authorized to sign the contract substantially in the form attached.
- FOURTH: The accounts payable department is authorized to pay Stryker Corp. not to exceed \$122,557.06.
- FIFTH: The above expenses will be paid from Account No. 101.336.978.000.



## 2023 Owosso Payment Plan

Quote Number: 10646343

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OWOSSO FIRE DEPT

Rep: Maegan Beveridge

Attn:

Email: maegan.beveridge@stryker.com

Phone Number:

Quote Date: 06/13/2023

Expiration Date: 09/11/2023

### Delivery Address

Name: OWOSSO FIRE DEPT

Account #: 1069431

Address: 301 W MAIN ST

OWOSSO

Michigan 48867-2915

### End User - Shipping - Billing

Name: OWOSSO FIRE DEPT

Account #: 1069431

Address: 301 W MAIN ST

OWOSSO

Michigan 48867-2915

### Bill To Account

Name: OWOSSO FIRE DEPT

Account #: 1069431

Address: 301 W MAIN ST

OWOSSO

Michigan 48867-2915

### Equipment Products:

| #    | Product      | Description  | Qty | List Price  | Sell Price  | Total       |
|------|--------------|--|-----|-------------|-------------|-------------|
| 1.0  | 99576-000063 | LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 1   | \$20,015.00 | \$18,013.50 | \$18,013.50 |
| 2.0  | 11576-000060 | LUCAS Desk-Top Battery Charger   | 1   | \$1,555.00  | \$1,010.75  | \$1,010.75  |
| 3.0  | 11576-000071 | LUCAS External Power Supply  | 1   | \$492.00    | \$319.80    | \$319.80    |
| 4.0  | 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo  | 1   | \$925.00    | \$601.25    | \$601.25    |
| 5.0  | 11576-000046 | LUCAS Disposable Suction Cup (3 pack)  | 1   | \$186.00    | \$120.90    | \$120.90    |
| 6.0  | 639005550001 | MTS POWER LOAD *INCLUDES FLOOR PLATE*  | 1   | \$33,348.00 | \$30,013.20 | \$30,013.20 |
| 7.0  | 650705550001 | 6507 POWER PRO 2, HIGH CONFIG  | 1   | \$36,510.00 | \$32,859.00 | \$32,859.00 |
| 8.0  | 625705550002 | 6257 XPEDITION HIGH CONFIG   | 1   | \$17,055.00 | \$17,055.00 | \$17,055.00 |
| 9.0  | 650700450301 | ASSEMBLY, BATTERY CHARGER  | 1   | \$818.00    | \$531.70    | \$531.70    |
| 10.0 | 650700450102 | ASSEMBLY, POWER CORD, NORTH AM   | 1   | \$35.00     | \$22.75     | \$22.75     |
| 11.0 | 6252000000   | Stair-PRO Model 6252   | 1   | \$5,401.00  | \$4,590.85  | \$4,590.85  |
| 11.1 | 7777881660   | 1 year parts, labor & travel   |     |             |             |             |
| 11.2 | 6252009001   | Stair-Pro Operations Manual  |     |             |             |             |
| 11.3 | 6250001162   | In-Service Video (DVD)   |     |             |             |             |
| 11.4 | 6252026000   | Common Components  |     |             |             |             |
| 11.5 | 6250021000   | 2 Piece ABS Panel Seat   |     |             |             |             |





## 2023 Owosso Payment Plan

Quote Number: 10646343

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: OWOSSO FIRE DEPT

Rep: Maegan Beveridge

Attn:

Email: maegan.beveridge@stryker.com

Phone Number:

Quote Date: 06/13/2023

Expiration Date: 09/11/2023

| #                     | Product    | Description                                  | Qty | List Price | Sell Price | Total        |
|-----------------------|------------|--|-----|------------|------------|--------------|
| 11.6                  | 6250160000 | Polypropelene Restraint Set(Plastic Buckles) |     |            |            |              |
| 11.7                  | 6252022000 | Main Frame Assy Option                       |     |            |            |              |
| 11.8                  | 6250024000 | Standard Length Lower LiftHandles            |     |            |            |              |
| 11.9                  | 6252027000 | Footrest Option                              |     |            |            |              |
| 11.1<br>0             | 6252041000 | Vinyl Head Support                           |     |            |            |              |
| 11.1<br>1             | 6252024000 | No IV Clip Option                            |     |            |            |              |
| Equipment List Price: |            |  |     |            |            | \$116,340.00 |
| Equipment Total:      |            |  |     |            |            | \$105,138.70 |

### Trade In Credit:

| Product       | Description  | Qty | Credit Ea.  | Total Credit |
|---------------|--|-----|-------------|--------------|
| TR-EVNC-SEC   | TRADE-IN EVAC+CHAIR CHAIR TOWARDS PURCHASE OF STRYKER EVAC CHAIR | 2   | -\$250.00   | -\$500.00    |
| TR-SPCOT-PPXT | TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT       | 1   | -\$2,500.00 | -\$2,500.00  |
| TR-SSC-PL     | TRADE-IN-STRYKER STAIR CHAIR TOWARDS PURCHASE OF POWERLOAD       | 1   | -\$500.00   | -\$500.00    |

### ProCare Products:

| #        | Product  | Description   | Years | Qty | List Price | Sell Price | Total      |
|----------|----------|---|-------|-----|------------|------------|------------|
| 15.<br>1 | 78000703 | ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 4     | 1   | \$6,876.00 | \$5,500.80 | \$5,500.80 |
| 15.<br>2 | 76011PT  | ProCare Power-LOAD Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for MTS POWER LOAD *INCLUDES FLOOR PLATE*   | 4     | 1   | \$8,484.00 | \$6,787.20 | \$6,787.20 |



## 2023 Owosso Payment Plan

Quote Number: 10646343

Version: 1

Prepared For: OWOSSO FIRE DEPT

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Maegan Beveridge

Email: [maegan.beveridge@stryker.com](mailto:maegan.beveridge@stryker.com)

Phone Number:

Quote Date: 06/13/2023

Expiration Date: 09/11/2023

| #                   | Product  | Description  | Years | Qty | List Price | Sell Price | Total       |
|---------------------|----------|--|-------|-----|------------|------------|-------------|
| 15.<br>3            | 77500010 | ProCare Power-PRO 2 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with SEM and battery coverage for 6507 POWER PRO 2, HIGH CONFIG | 3     | 1   | \$4,842.00 | \$3,873.60 | \$3,873.60  |
| 16.<br>0            | 73071XPB | EMS Prevent w-batts  | 4     | 1   | \$4,480.00 | \$3,584.00 | \$3,584.00  |
| ProCare List Price: |          |  |       |     |            |            | \$24,682.00 |
| ProCare Total:      |          |  |       |     |            |            | \$19,745.60 |

### Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Freight/Shipping: \$1,172.76

Grand Total: \$122,557.06

**Comments:**

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



June 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

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August 2022

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot (Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

John Guyeskey  
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



June 2023

Stair-PRO® Stair Chair sole source and bid spec information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Stair-PRO (Model 6252) Stair Chair. This correspondence is to inform you of the characteristics of the Stair-PRO (Model 6252).

**Standard features:**

- High visibility powder-coated yellow frame
- Color-coded controls
- Extendable foot end lift handles
- Locking rear lift handles
- Molded hand grips
- Lightweight, rugged aluminum construction
- Oversized rear wheels with sealed bearings
- Folds to compact storage size
- Power washable
- Grease-free maintenance

**Ease of use:**

- Innovative Stair-TREAD system
- Extendable upper control handle
- 4-inch (10 cm) front caster wheels

**Patented exclusivity:**

- Patent Number: 6648343
- Patent Abstract: The present invention is directed to a stair chair. The stair chair includes a seat assembly mounted to a main frame and configured to pivot about a first pivot axis. A rail assembly having two laterally spaced brackets provided at a lower end of the rail assembly is included. A back wheel is rotatably supported on each bracket for rotation about a common axis of rotation. At least two mounts are provided at a lower end of the main frame, each of which is configured to pivotally connect one of the brackets to the main frame for movement about a second pivot axis. The rail assembly and seat assembly are configured to pivot about their respective pivot axes independent of movement of one another.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Stair-PRO, Stair-TREAD, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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**Emergency Care**

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](http://stryker.com)

Zac Jordan – Marketing Manager  
Stryker Medical  
3800 E. Centre Ave. Portage, MI 49002



Date: January, 2020

Re: Power-LOAD Cot Fastener Sole Source Information

To Whom It May Concern,

Stryker Medical certifies that we are the sole manufacturer of the Stryker EMS Power-LOAD cot fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: Independent Qualification and Ease of Use.

The Stryker EMS Power-LOAD (Model 6390) cot fastening system is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. The Stryker Power-LOAD is the only powered cot fastening system that meets the following:

Independent Qualification

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD cot fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO cot and X-Restraints: This is a European dynamic crash test which subjects a 50<sup>th</sup> percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- SAE J3027 compliant when used with a Stryker Power-PRO cot and X-Restraints

Ease of Use

- Device must provide a linear guide when loading and unloading the cot.
- Device must allow for remote actuation from Power-PRO foot end controls.
- Device must engage to the cot during loading and unloading, providing a means of lifting and lowering.
- Device must have a safe working load of 870 lbs. and be capable of lifting patients weighing up to 700 lbs.
- Device must be mounted inside the patient compartment to prevent environmental exposure and corrosion.
- Device must be power washable.
- Device must be capable of inductively charging the Stryker SMRT cot battery.

Please forward any further questions to your Stryker sales representative.

Sincerely,

Zac Jordan  
Marketing Manager



January 2023

Xpedition™ powered stair chair sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Xpedition powered stair chair (Model 6257).

**Standard features:**

- Red activation points
- Fold-out footrest
- Ankle restraints
- Removable patient containment restraint system
- Head and foot end lights
- Speed selection
- Direction selection
- Drive activation buttons
- Lithium-ion battery
- Battery life indicator
- Power washable
- Same folded footprint as Stryker's Stair-PRO® stair chair (Model 6252)

**Ease of use:**

- Powered track system
- Extendable foot end handles and upper grab bar

Please contact your sales representative for more information.

Sincerely,

John Guyeskey  
Sr. Manager  
Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Stair-PRO, Stryker, Xpedition. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2023 Stryker  
M0000012026 REV AA

**Emergency Care**

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](http://stryker.com)



**AGREEMENT**

This Agreement is effective July 1, 2019, by and between Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker (the "Supplier").

**RECITALS**

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Stretchers and Power Cots, RFB #2019-05 ("RFB"), soliciting bids for the supply and support of stretchers and power cots.
- B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

**AGREEMENT**

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. **Agreement:** The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on May 16, 2019 and May 23, 2019, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Stryker." attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.
2. **Entire Agreement:** The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. **Modifications:** No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on July 1, 2019.

Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

Printed Name: Christopher A. Montera

Its: Chief Executive Officer

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

By: 

Printed Name: Brian Mendonca

Its: Senior Director of Finance



## AGREEMENT

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the "Principal Procurement Agency"), Public Safety Association Inc (the "Company") and Stryker Sales, LLC, (the "Supplier").

### RECITALS

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 ("RFB"), soliciting bids for the supply and support of Medical Equipment.
- B. Supplier duly submitted proposal in response to the RFB ("RFB Response"), which outlines Supplier's agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties' agreement.

### AGREEMENT

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled "Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales, LLC" attached hereto (together, all such documents shall be referred to herein as the "**Contract Documents**"), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier's provision of products and services to the Company pursuant to the terms therein.
2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District  
dba, Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

Printed Name: Steve Vardaman  
Its: Operations Manager

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

Stryker Sales, LLC  
(the "Supplier")

By: 

Printed Name: Jennifer N. Collins

Its: Manager, Strategic Pricing & Contracts



# Owosso Fire Dept Current State- 2023

★ Covered on Service

□ Beyond Service Life

⊘ Not Compliant



Medic 1  
(Feb 22)



2022 -  
Power



SAEJ3027



Medic 5



2017-  
Power



SAEJ3027



Medic 3



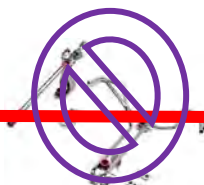
2015  
Power



NOT SAEJ3027



Medic 4  
Retirement



Manual-  
Traded-In



NOT SAEJ3027

# Owosso Fire Dept Future State- 2023



Medic 1  
(Feb 22)



2022



2023 –  
Power-PRO 2



2023-  
Power



SAEJ3027



Medic 5



2023



2022 -  
Power



2023



2023

SAEJ3027



Medic 3



2017-  
Power



2014 –  
Manual  
Reserve



SAEJ3027

# 3 year, payment plan

---



2028



2028



2028



2028

**Annual Cost- \$44,884.11**



## MEMORANDUM

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

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**DATE:** June 20, 2023

**TO:** Mayor Teich and Owosso City Council

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

**SUBJECT:** Water Treatment Plant – Bulk Carbon Dioxide

### RECOMMENDATION:

Waver of competitive bidding requirements and authorization to enter into a purchase agreement with Matheson Tri-Gas, Inc. of Irving, Texas for bulk Carbon Dioxide necessary for treatment of potable water.

### BACKGROUND:

Matheson Tri-Gas, Inc. is a sole source provider for bulk municipal drinking water treatment grade CO<sub>2</sub>. Over the last decade, the City has tried to bid out for this product multiple times, sometimes getting a sole bid or even no bids at all. Many of the previous suppliers have either discontinued supplying or are unable to provide bulk CO<sub>2</sub> that meets the minimum municipal drinking water treatment standards. Request waiver of purchasing policy formal bid requirements in order to initiate immediate procurement upon approval and authorization.

The WTP requires an estimated yearly usage of 74 tons of bulk CO<sub>2</sub>.

### FISCAL IMPACTS:

Estimated \$14,356.00 annual expense, amount may go over based on actual demand/usage.

The current quote for the upcoming fiscal year is \$194.00 per ton (\$0.097 per pound). This year's pricing is **43%** more than the FY2022-2023 quoted prices. As the 2022 price was \$136 per ton (\$0.068 per pound).

Funded from the Operations & Maintenance Budget account 591-553-743.000.

Document originated by: Ryan E. Suchanek

Attachments: (1) Resolution  
(2) Quote

**RESOLUTION NO.**

**AUTHORIZE SOLE SOURCE PURCHASE OF BULK CARBON DIOXIDE FROM  
MATHESON TRI-GAS, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires carbon dioxide in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, it is hereby determined that Matheson Tri-Gas, Inc. is the only firm providing said product meeting minimum municipal drinking water treatment standards; and

WHEREAS, waiver of the purchasing policy formal bid requirements is requested to allow procurement upon approval and authorization.

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 waive competitive bidding requirements and approve the sole source purchase of bulk carbon dioxide from Matheson Tri-Gas, Inc. at the price of \$0.097 per pound or \$136.00 per ton with an estimated annual usage of 74 tons.
- SECOND: the contract for this purchase shall be in the form of a City Purchase Order estimated in the amount of \$14,356.00.
- THIRD: the accounts payable department is authorized to submit payment to Matheson Tri-Gas, Inc. for the purchase of Bulk CO2 according to unit prices for delivered product in FY2023-2024, actual amount may vary based on actual demand/usage.
- FOURTH: the above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.



## MEMORANDUM

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

---

**DATE:** June 20, 2023

**TO:** Mayor Teich and Owosso City Council

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

**SUBJECT:** 2023-2024 Sand, Gravel, and Limestone Bids

### RECOMMENDATION:

Award of the sand, gravel, and limestone bid - selection no. 1 to S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel of Owosso, Michigan with the low bid of \$6.00 per ton for Class II Backfill Sand with an estimated total price of \$18,000.00 for fiscal year 2023-2024.

Award of the sand, gravel, and limestone bid – selection no. 2a to Ocenasek, Inc. of Perry, Michigan with the low bid of \$12.95 per ton for 22A Gravel with an estimated total bid price of \$15,540.00 for fiscal year 2023-2024.

Award of sand, gravel, and limestone bid – selection no. 2b to Ocenasek, Inc. of Perry, Michigan with the low bid price of \$28.90 per ton for 6A Limestone with an estimated total of \$4,335.00 for fiscal year 2023-2024.

Award of sand, gravel, and limestone bid – selection no. 2c to Ocenasek, Inc. of Perry, Michigan with the low bid price of \$36.65 per ton for H1 Limestone Chip with an estimated total of \$7,330.00 for fiscal year 2023-2024.

Award of the sand, gravel, and limestone bid – selection no. 3 to Jackson Trucking, LLC of Owosso, Michigan with the low bid of \$26.60 per ton for 21AA Limestone with an estimated total bid price of \$13,300.00 for fiscal year 2023-2024.

### BACKGROUND:

The City requires approximately 3,000 tons of Class II sand and 1,200 tons of 22A gravel meeting MDOT specifications for back filling of open cut excavations within the street right of way and off-road City owned properties. Limestone 21AA (500 ton) is used for subbase compaction on street cut/patch repairs, Limestone 6A (150 ton) is used for utility open trench cut bed compaction, and Limestone H1 Chip (200 ton) is used in the Durapatch Unit for pothole repairs.

### FISCAL IMPACTS:

Use of sand, gravel, and limestone shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds in the estimated amount of \$58,505.00, which may exceed estimates based on usage and actual need. This year's pricing is 3.7% higher than the 2022-2023 bid prices.

Attachments: (1) Resolution  
(2) Bid Tab

**RESOLUTION NO.**

**AUTHORIZING THE PURCHASE AND DELIVERY  
OF SAND, GRAVEL, AND LIMESTONE  
FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, the City of Owosso, Shiawassee County, Michigan requires backfill sand to fill underground trenches and gravel and limestone for use in permanent street patches and other City properties; and

WHEREAS, the City sought bids for Class II backfill sand, 22A gravel, 21AA Limestone, 6A limestone, and H1 limestone chip fiscal year 2023-2024; and

WHEREAS, it is hereby determined that S.A. Smith Paving & Trucking dba Smith Sand & Gravel, Jackson Trucking, LLC, and Ocenasek, Inc. are qualified to provide such products and have submitted the lowest responsible and responsive bids; and

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 award the contract for Class II Sand to S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel of Owosso, Michigan in the amount of \$6.00 per ton for the fiscal year ending June 30, 2024.
- SECOND: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for 22A gravel to Ocenasek, Inc. of Perry, Michigan in the amount of \$12.95 per ton for the fiscal year ending June 30, 2024.
- THIRD: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for 6A Limestone to Ocenasek, Inc. of Perry, Michigan in the amount of \$28.90 per ton for the fiscal year ending June 30, 2024.
- FOURTH: it has heretofore determined that it is advisable, necessary and in the public interest to award award the contract for H1 Limestone Chip to Ocenasek, Inc. of Perry, Michigan in the amount of \$36.65 per ton for the fiscal year ending June 30, 2024.
- FIFTH: it has heretofore determined that it is advisable, necessary and in the public interest to award the contract for 21AA Limestone to Jackson Trucking, LLC of Owosso, Michigan in the amount of \$26.60 per ton for the fiscal year ending June 30, 2024.
- SIXTH: the contracts between the City of Owosso and the companies above shall be in the form of Purchase Orders.
- SEVENTH: the accounts payable department is authorized to pay S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel based on the unit price quoted above, up to the bid amount of \$18,000.00.
- EIGHTH: the accounts payable department is authorized to pay Ocenasek, Inc. on the unit price quoted above, up to the bid amount of \$27,205.00.
- NINTH: the accounts payable department is authorized to pay Jackson Trucking, LLC on the unit price quoted above, up to the bid amount of \$13,300.00.
- TENTH: the above expenses shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds.

## CITY OF OWOSSO BID TABULATION SHEET

DATE 5/30/2023

DEPT. DPW

SUBJECT: 2023-2024 Sand, Gravel and  
Limestone BidOcenasek, Inc.  
5817 W. Britton Rd.  
Perry, MI 48872  
517-625-3242Jackson Trucking LLC  
1724 Corunna Ave  
Owosso, MI 48867  
989-494-9979Great Lakes Fusion  
7505 E M71  
Durand, MI 48429  
989-288-2656

| ITEM #  | DESCRIPTION                            | EST.<br>QTY | UNIT | UNIT<br>PRICE      | TOTAL        | UNIT<br>PRICE | TOTAL        | UNIT<br>PRICE | TOTAL        |
|---|--|-------------|------|--------------------|--------------|---------------|--------------|---------------|--------------|
| 1   | State Certified Class II Backfill Sand | 3,000       | Ton  | \$ 7.75            | \$ 23,250.00 | \$ 8.85       | \$ 26,550.00 | \$ 11.75      | \$ 35,250.00 |
| 2   | State Certified 22A Gravel             | 1,200       | Ton  | \$ 12.95           | \$ 15,540.00 | \$ 13.60      | \$ 16,320.00 | \$ 16.00      | \$ 19,200.00 |
| 3   | Limestone 21AA                         | 500         | Ton  | \$ 26.90           | \$ 13,450.00 | \$ 26.60      | \$ 13,300.00 | \$ 28.32      | \$ 14,160.00 |
| 4   | Limestone 6A                           | 150         | Ton  | \$ 28.90           | \$ 4,335.00  | \$ 30.75      | \$ 4,612.50  | \$ 30.82      | \$ 4,623.00  |
| 5   | Limestone H1                           | 200         | Ton  | \$ 36.65           | \$ 7,330.00  | NO BID        | \$ -         | \$ 40.03      | \$ 8,006.00  |
| <b>A. Smith Sand &amp; Gravel:</b><br>State Certified Class II Backfill Sand: \$6.00 per ton.<br><b>B. Ocenasek, Inc.:</b><br>State Certified 22A Gravel \$12.95 per ton.<br>Limestone 6A : \$28.90 per ton.<br>Limestone H1: \$36.65 per ton.<br><b>C. Jackson Trucking LLC:</b><br>Limestone 21AA: \$26.60 per ton. |  |             |      | *CORRECTED         |              |               |              |               |              |
|   |  |             |      | MATHEMATICAL ERROR |              |               |              |               |              |
|   |  |             |      |                    |              |               |              |               |              |
|   |  |             |      |                    |              |               |              |               |              |
|   |  |             |      |                    |              |               |              |               |              |
|   |  |             |      |                    |              |               |              |               |              |
|   |  |             |      |                    | \$ 63,905.00 |               | \$ 60,782.50 |               | \$ 81,239.00 |

All Bidders are located in Shiawassee County - No Pricing Adjustments for Local Preference

DEPT  
HEAD

GENERAL LIABILITY INSURANCE

AWARDED: \*See Box Above

EXPIRATION DATE:

A. 8/28/23 B. 11/1/23

C. 10/1/23

PURCH.

WORKERS COMPENSATION INSURANCE

COUNCIL

AGENT:

EXPIRATION DATE:

A. 5/27/24 B. 8/28/23

APPROVED:

C. 10/1/23

STAFF

SOLE PROPRIETORSHIP

REC.:

\*See Box Above

EXPIRATION DATE:

N/A

PO NUMBER:



DATE 5/24/2022

DEPT. DPW

SUBJECT: 2022-2023 Sand, Gravel and

Page 2

Limestone Bid

Smith Sand & Gravel  
 4085 W. Tyrell Road  
 Owosso, MI 48867  
 517-625-3228

| ITEM #  | DESCRIPTION                            | EST.<br>QTY | UNIT | PRICE  | TOTAL        | UNIT<br>PRICE | TOTAL | UNIT<br>PRICE | TOTAL |
|---|--|-------------|------|--------|--------------|---------------|-------|---------------|-------|
| 1   | State Certified Class II Backfill Sand | 3,000       | Ton  | 6.00   | \$ 18,000.00 |               | \$ -  |               | \$ -  |
| 2   | State Certified 22A Gravel             | 1,200       | Ton  | NO BID | \$ -         |               | \$ -  |               | \$ -  |
| 3   | Limestone 21AA                         | 500         | Ton  | NO BID | \$ -         |               | \$ -  |               | \$ -  |
| 4   | Limestone 6A                           | 150         | Ton  | NO BID | \$ -         |               | \$ -  |               | \$ -  |
| 5   | Limestone H1                           | 200         | Ton  | NO BID | \$ -         |               | \$ -  |               | \$ -  |
|   |  |             |      |        | \$ 18,000.00 |               | \$ -  |               | \$ -  |
| TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE: |  |             |      |        |              |               | \$ -  |               |       |



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0500

# MEMORANDUM

DATE: June 12, 2023  
TO: City Council  
FROM: Amy K. Kirkland, City Clerk  
RE: Legal Printing Services Bid

Every two years we collect quotes for our legal printing needs. These needs include notices for public hearings, meeting changes, snow removal reminders and publication of the Council meeting synopsis, among others.

The following chart details the quotes received:

| Item  | Argus Press                      |                      | The Independent      |                      |
|---|----------------------------------|----------------------|----------------------|----------------------|
|   | Unit Price<br>Year 1             | Unit Price<br>Year 2 | Unit Price<br>Year 1 | Unit Price<br>Year 2 |
| Price per column inch for publication of legal notices                        | \$ 2.73                          | \$ 2.87              | \$ 11.60             | \$ 11.80             |
| Price quotation for publishing sample legal notice                            | \$ 14.33                         | \$ 15.07             | \$ 69.60             | \$ 70.80             |
| Price quotation for publishing sample synopsis                                | \$ 57.33                         | \$ 60.27             | \$ 261.00            | \$ 265.50            |
| Price quotation for affidavit of publication (required within seven (7) days) | \$ 5.25                          | \$ 5.50              | \$ 8.00              | \$ 8.00              |
| Day(s) of the week the newspaper is published                                 | Seven days/week (minus holidays) |                      | Every Sunday         |                      |

Staff recommends awarding the contract for legal printing services to The Argus-Press Company for the 2023-24 and 2024-25 fiscal years.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR LEGAL PRINTING SERVICES  
WITH THE ARGUS-PRESS COMPANY  
FOR THE 23-24 & 24-25 FISCAL YEARS**

WHEREAS, various laws and ordinances applying to the City of Owosso, Shiawassee County, Michigan, require the publication of legal notices such as public hearing notices, meeting notices, and the minutes of meetings in a newspaper of general circulation; and

WHEREAS, the City of Owosso solicited quotes for the publication of required items; a quote was received from The Argus-Press Company; and it is hereby determined that The Argus-Press Company is qualified to provide such services and that it has submitted the lowest responsible and responsive quote.

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 employ The Argus-Press Company for legal advertising services for fiscal years 2023-24 and 2024-25.
- SECOND: the Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the City of Owosso, Michigan and The Argus-Press Company, with a unit price of \$2.73 per column inch and \$5.25 per affidavit of publication in the first year and a unit price of \$2.87 per column inch and \$5.50 per affidavit of publication in the second year.
- THIRD: authorization is given for the above expenses to be paid from the General Fund according to unit prices.

**EXHIBIT A**

**Contract for Services Between**

**The City of Owosso**

**and**

**The Argus-Press Company**

**Legal Printing Services 2023-2025**

**June 2023**

## **CONTRACT**

THIS AGREEMENT is made on June \_\_\_\_, 2023 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and THE ARGUS-PRESS COMPANY ("contractor"), a Michigan company, whose address is 201 E. Exchange Street, Owosso, Michigan 48867.

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

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

The contractor agrees to provide the services listed in the proposal entitled "Legal Printing Services 2023-2025", as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

Quotation for Services  
Contract and Exhibits

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

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal, not to exceed four thousand dollars (\$4,000.00) for the fiscal year from July 1, 2023 to June 30, 2024 and not to exceed five thousand dollars (\$5,000.00) for the fiscal year from July 1, 2024 to June 3, 2025. No additional work shall be performed unless a change order is issued by the city.

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

### **ARTICLE III – Assignment**

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

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

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

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

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

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

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

### **ARTICLE VI – Notice**

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

**ARTICLE VII - Indemnification**

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

**ARTICLE VIII - Entire agreement**

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

FOR CONTRACTOR

By\_\_\_\_\_

Its:\_\_\_\_\_

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

THE CITY OF OWOSSO

By\_\_\_\_\_

Its: Robert J. Teich, Jr., Mayor

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

By\_\_\_\_\_

Its: Amy K. Kirkland, City Clerk

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



Warrant 629  
June 5, 2023

| Date       | Vendor           | Description                                     | Fund  | Amount      |
|------------|------------------|---|-------|-------------|
| 06/01/2023 | Waste Management | Service Period 05-16-2023 through<br>05-31-2023 | WWTP  | \$11,005.58 |
| 06/13/2023 | Gould Law PC     | Services from May 9, 2023 – June 12,<br>2023    | GEN   | \$11,819.60 |
|            |                  |   | TOTAL | \$22,825.18 |



## MEMORANDUM

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

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DATE: June 13, 2023

TO: City Council

FROM: City Manager

SUBJECT: Approve Rental Rehabilitation Grant Development Agreement for 114-116 West Main Street, 3<sup>rd</sup> Floor

### **RECOMMENDATION:**

Authorize the Mayor and City Clerk to sign the CDBG Rental Rehabilitation Development Agreement with Ruesswood REI Group, LLC for the 3<sup>rd</sup> floor residential redevelopment project at 114-116 West Main Street.

### **BACKGROUND:**

On April 28, 2023 the City signed a grant agreement with the MEDC for rehabilitation of the 3<sup>rd</sup> floor of 114-116 West Main Street. The project includes the creation of seven new housing units in the downtown. Four of these units will be rent controlled as required by the grant. Per the terms of the grant agreement, the city is responsible for grant management with the assistance of an MEDC mandated Certified Grant Administrator. The grant further requires a development agreement with the developer. This development agreement ensures the developer will complete the project and assume responsibility for the cost of the project – including the grant amount.

### **FISCAL IMPACTS:**

None.



**RESOLUTION NO.**

**APPROVE THE GRANT DEVELOPMENT AGREEMENT FOR THE  
CDBG RENTAL REHABILITATION PROJECT LOCATED AT  
114-116 WEST MAIN STREET, THIRD FLOOR, WITH  
RUESSWOOD REI GROUP, LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, was awarded a Community Development Block Grant (CDBG) Rental Rehabilitation Grant through the Michigan Economic Development Corporation (MEDC) on behalf of Ruesswood REI Group, LLC (Owner) for the 3<sup>rd</sup> floor residential redevelopment project at 114-116 W Main Street on April 28, 2023; and

WHEREAS, the City of Owosso wishes to enter into a development agreement to ensure that the owner sees the project through to completion and grant closeout; and

WHEREAS, the project includes the addition of seven (7) new downtown residential units; and

WHEREAS, four (4) of the new units will be rent-controlled as required by the grant program.

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

FIRST: the CDBG Development Agreement Between the City of Owosso, Ruesswood REI Group, LLC, and Randall Woodworth is hereby approved as required by the Community Development Grant Agreement for Grant No. MSC 222019-RR.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Development Agreement Between the City of Owosso and Ruesswood REI Group, LLC and Randall Woodworth.

## DEVELOPMENT AGREEMENT

Between City of Owosso and Ruesswood REI Group, LLC and  
Randall Woodworth

for

### 114-116 W Main Street Rental Rehabilitation Project

This Development Agreement (the "Agreement") is made and effective May 15, 2023, by and between the **CITY OF OWOSSO** ("City"), a Michigan municipal corporation, whose address is 301 W Main St, Owosso, MI 48867 and **Ruesswood REI Group, a Michigan Limited Liability Company**, and **Randall Woodworth**, (Ruesswood REI Group, L.L.C., and Randall Woodworth personally, shall collectively hereinafter be referred to as "Developer") whose address is 116 W. Main Street, Owosso, MI 48867.

### RECITALS

**WHEREAS**, the Developer owns the real property located in the City of Owosso, Michigan, commonly known as 114-116 W Main St, Owosso, MI 48867 and legally described on the attached Exhibit "A".

**WHEREAS**, pursuant to the Michigan Community Development Block Grant Program ("CDBG"), the Developer has sought financial support for the rehabilitation of certain areas of the structure on the Property.

**WHEREAS**, at the request of the Developer, the City has submitted to the Michigan Economic Development Corporation ("MEDC") an application for grant funding for the rehabilitation of the Property, which has been approved:

**WHEREAS**, the Developer intends to revitalize its third floor of the historic building in downtown Owosso, Michigan into seven (7) new residential units as described in the following definition of the "Project" and within and in accordance with the CDBG Grant Agreement, No. MSC 222019-RR.

**WHEREAS**, the Developer and the City wish to set forth their respective duties and obligations relative to this Project and set forth the terms governing the development of the Project.

**WHEREAS**, the City of Owosso and the Developer have recognized the need for the development of additional residential units in the City.

**WHEREAS**, the Developer will develop certain areas within the Property for additional residential units, by way of the use grant funding for the rehabilitation of the Property that will allow the following:

- Use of grants to complete the Property improvements.
- Create a clear plan to improve the designated area.

- Encourage City residence by bringing more people into the area to live, work, and enjoy the City.

**NOW THEREFORE**, in consideration of the above recitals, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in and form a part of this Agreement.

2. **SCOPE OF PROJECT.** The scope of the Project is defined as the construction, rehabilitation and improvement of the Property to include seven (7) new residential units to be added to the building, including demolition/cleanout, installation of an elevator, framing, electrical, HVAC, plumbing, insulation, drywall, paint, cabinets, flooring, and appliances, up through certificate of occupancy and close-out of any Grant obligations under the control of the Developer, and including but not limited to, and process of, all necessary accounting and reporting to government agencies.

3. **CDBG GRANT AGREEMENT.** The parties agree to be bound by and adhere to the terms and conditions of the CDBG Grant Agreement, No. MSC 222019-RR.

4. **DEFINITIONS.**

"CDBG" shall mean Michigan Community Development Block Grant Program.

"City" shall mean the City of Owosso, Michigan.

"Capital Investment Commitment" shall mean the direct capital expenditures to construct, equip and complete the Project.

"Capital Investment Commitment Date" shall mean June 1, 2023.

"City Representative" or "City Official" shall mean an employee, elected official or appointed official of the City together with any City agent or consultant disclosed to the Developer.

"Developer" shall mean Ruesswood REI Group, L.L.C., and Randall Woodworth personally, shall be joint and severally liable as to all terms of this Agreement.

"Development Period" shall mean June 1, 2023, through August 31, 2024, plus additional time to meet grant reporting or other procedural requirements.

"Effective Date" shall mean the date when both the City and the Developer have executed this Agreement.

"Laws" shall mean all federal, state and local laws, moratoria, initiatives, referenda, ordinances, rules, regulations, standards, orders and other governmental requirements applicable to the Project, including, without limitation, those relating to the environment,

health and safety, disabled or handicapped persons.

"MEDC" shall mean the Michigan Economic Development Corporation.

"Permit fees" shall mean all fees for required permits due the City after the Effective Date.

"Permits" shall mean all permits, licenses, approvals, entitlements, notifications, determinations, and other governmental and quasi-governmental authorizations, including without limitation zoning and land use approvals and certificates of occupancy, required in connection with the ownership, planning development, construction, use, operation, or maintenance of the Project. As used herein, "quasi-governmental" shall include the providers of all utility services to the Project.

"Person" shall mean a natural person, corporation, partnership, trust, association, limited liability company or other entity.

"Project" shall mean the construction, rehabilitation and improvement of the Property to include seven (7) vibrant affordable housing units on the third floor of a mixed-use building located at 114-116 W Main St, Owosso, MI 48867. A need for affordable and market rate housing was identified. The project includes new electric, mechanical, and plumbing throughout, now fire suppression, hard surfaced countertops, energy efficient systems, energy star appliances, wood or vinyl plank flooring, spacious windows, and light throughout. The project shall meet all exterior historical design requirements and be fully code compliant. Additionally, the City of Owosso has granted a 12-year Obsolete Property Rehabilitation Certificate on the property to assist with the project.

"Project Budget" shall mean the overall budget for the cost of constructing, equipping, and completing the Project and shall include capital and a general summary of the planned sources and uses for the Project.

"Property" shall mean the premises at 114-116 W Main Street in the City of Owosso, Shiawassee County, Michigan, legally described on the attached Exhibit "A."

"Term" shall mean the term of this Agreement, commencing on the Effective Date and expiring upon the first to occur of: (i) the termination of this Agreement pursuant to an express provision of the Agreement; or (ii) the mutual written agreement of the Parties to terminate this Agreement; or completion of the Project and issuance of certificate of occupancy and close-out of any grant obligations, and including but not limited to, and process of, all necessary accounting and reporting to government agencies.

"Water and Sewer Connection Charges" shall mean those charges for connections, installations, tap-in, meter and other costs not based on the use of water and sewer services at the Project.

**5. PROJECT OVERVIEW AND INITIAL CONDITIONS.**

A. Project Costs. The total estimated Project cost is \$1,250,095. (“Project Costs”)

B. CDBG Grant. Of the total Project cost, CDBG Grant funds shall not exceed \$700,000:

C. Public Contributions. The City will not provide direct financial assistance to the Project; however, the City has approved an Obsolete Property Rehabilitation Certificate and will commit reasonable staff time to complete the Project.

D. Financial Contributions. The City shall not be required to contribute any City funds for the Project, and the Developer and City acknowledge same. The City shall serve as Grantee under the CDBG Grant Agreement, No. MSC 222019-RR. Developer shall be solely responsible for any Project costs more than the Grant funds, that may also include repayment of Grant funds, as required under this Agreement and Grant Agreement. To secure the City’s interest and to garner good faith performance of the Developer, the Developer shall place into escrow a minimum of ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000.00). The developer shall have said funds deposited with a title insurance company selected by the City to act as an escrow agent and to make disbursements on Developers’ presentation of requests for payments and upon City’s approval. The escrow account balance shall remain at the aforementioned level until the City has been furnished proof by Developer that all remaining expenditures to complete the Project are less than the required escrow balance and all parties to this Agreement are satisfied and any third party that has performed on the Project has been satisfied.

E. Private Contributions. Developer shall be solely responsible for any Project costs more than the Grant funds.

F.

G. Project Milestones. The Project Milestones shall be as follows:

- Grant Agreement Executed: April 28, 2023
- Construction Commencement: June 1, 2023
- Construction Completion: May 31, 2024

H. Community Support. The City shall continue to provide support for the Project as specifically set forth and limited as provided under this Agreement.

I. Repayment. The Developer acknowledges that should any of the specifications in this Agreement or the CDBG Grant Agreement for the Project not be met, the City may require the repayment of the Grant up to the full amount from the Developer (Ruesswood REI Group, L.L.C., and Randall Woodworth as joint and severally liable).

J. Environmental Review. The Developer acknowledges that it must complete the CDBG environmental review and have received written authorization from MEDC prior to incurring any Project costs.

K. Reporting Requirements. The Developer shall be required to provide progress reports every three (3) months to the City to assure reporting requirement compliance is met on time as outlined in the executed CDBG Grant Agreement. Developer shall be responsible for all audits and reporting requirements as required under the CDBG Grant Agreement.

## **6. DEVELOPMENT REQUIREMENTS.**

A. The Developer agrees to undertake the following actions during the Development Period or earlier as provided for under this Agreement.

- 1) Project Construction. The Developer will commence construction of the Project and will proceed diligently to construct and develop the Project during the Development Period as outline in the CDBG Term Sheet and CDBG Request for Release of funds for this Project, which are incorporated in this Agreement by reference.
- 2) Capital Investment Commitment. Not later than the Capital Investment Date, the Developer shall fulfill or cause the Capital Investment Commitment to be fulfilled.
- 3) Project Books, Records and Materials. The Developer shall provide evidence acceptable to the City to document the fulfillment of the Capital Investment Commitment. The City may review Project books, records, and related materials to confirm the Capital Investment Commitment. If the Project books, records, and related contain confidential or proprietary Developer information, the same shall be reviewed privately by the City Person at a location mutually agreeable to the Parties.
- 4) Permits and Approvals. The City shall expedite, to the extent it is legally permitted to do so, the issuance of all Permits and City approvals necessary for the Project, provided that the Developer has submitted the required application or information under the generally applicable standards for granting such Permits by in the City. Promptly following the Developer completed submissions, the City shall review the same. The Developer shall maintain, as required by law and all applicable building codes, all Permits that are necessary in order for the Developer to construct and complete the Project, whether required by the City and/or other governmental agencies. The Developer shall obtain and maintain the Permits as its sole cost and expense.
- 5) Payment of Taxes. The Developer shall pay and discharge prior to the date when a penalty would apply, all taxes assessed against the Property.

- 6) Maintain Existence in Good Standing. The Developer shall maintain its existence as a limited liability company in good standing in the State of Michigan.
- 7) Developer's Insurance. Prior to commencing construction on all or any portion of the Property, Developer shall and Developer shall cause its agents, contractors and subcontractors, (the "Developer Parties") to procure and maintain in full force and effect, at Developer's sole expense, Builders Risk, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, (including coverage for owned automobiles and for non-owned and hired automobiles), Umbrella or Excess Liability Insurance for the Commercial General Liability Insurance and Commercial Automobile Liability Insurance, Professional Liability as specified herein and any other insurance as may be required from time to time. With the exception of Worker's Compensation and Professional Liability Insurance, each policy must (i) identify the City as an additional insured and (ii) include an endorsement providing that coverage in favor of City will not be impaired in any way by any act, omission, or default of Developer, its contractors, employees, agents, representatives or any other person. All insurance policies required hereunder shall be written as primary policies, not contributing with or in excess of any coverage maintained by the City of Owosso. Developer shall provide the City with a Certificate of Insurance and a copy of the additional insured endorsement at any time upon request. Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Umbrella or Excess Coverage and Worker's Compensation Insurance shall be written with limits of liability not less than those shown below. Builders Risk policies for each portion of the Project will be for the completed value of the structures and the Infrastructure Improvements, either in whole or as component parts of the Project based upon the construction cost.

|  |                                   |
|--|-----------------------------------|
| Builders Risk                                  | As stated above                   |
| Commercial General Liability                   |                                   |
| i. Each Occurrence                             | \$1,000,000;                      |
| ii. General Aggregate                          | \$2,000,000 and;                  |
| iii. Products/Completed Operations (Aggregate) | \$2,000,000;                      |
| Personal and Advertising Injury                | \$1,000,000                       |
| Commercial Automobile                          | \$1,000,000 combined single limit |
| Umbrella                                       | \$5,000,000 each occurrence       |
| Worker's Compensation                          | Statutory limits                  |
| Employer's Liability                           | \$1,000,000                       |
| Limited Pollution                              | \$1,000,000                       |
| Professional Liability                         | \$1,000,000                       |

Developer shall, and shall cause its contractors to, maintain in effect all insurance coverages required hereunder, at the Developer's sole expense or such Developer Party's sole expense. All insurance is to be issued by companies having a "General Policyholders Rating" of at least "A" and a financial rating of not less than Class XII. All insurance policies shall provide that the coverage afforded shall not be canceled or non-renewed or restrictive modifications added, until at least ten (10) days' prior written notice

has been given to each of the Developer's Designees. Developer shall, at least thirty (30) days prior to the expiration of such policies, furnish the City with renewals thereof. In the event the Developer or Developer Parties fail to obtain or maintain any insurance coverage required under the Agreement, the City may purchase such coverage and charge the cost thereof to Developer at 125% of the actual costs in order to compensate the City for the administrative time involved.

- 8) General Indemnification. To the extent not covered by the proceeds from the insurance policies required to be carried hereunder or under any other agreements between the parties hereto, Developer agrees that it shall indemnify and hold harmless the City from against and from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with its acts or omissions in conjunction with the performance of this Agreement so indemnifying, its agents, servants, employees or contractors; provided, however, that nothing herein shall be construed to require a party to indemnify the other against such party's own acts, omissions, or neglect.
- 9) Development Period Termination. In the event of Developer default, the City may terminate this Agreement during the Development Period only after and during the continuance of a Developer Event of Default.

## **7. CONFLICTS OF INTEREST.**

A. No Conflict Representation of Developer. The Developer and its Controlling Member represent and warrant that, to their actual knowledge and except as disclosed to the City, the Mayor of the City, any member of the City Council, City Manager or any other City Representative who exercises any discretionary function or responsibility in connection with the approval of any action required under this Agreement (collectively "City Official(s)"), that said City Officials have no personal financial interest in the Developer or the Project.

B. No Conflict Covenant of Developer. The Developer and its Controlling Member covenant and agree that no City Official may, to the extent of the Developer and Controlling Member have the authority to prevent, (i) obtain a personal or financial interest in the Developer or the Project, (ii) hold or have an interest in any contract, subcontract, or agreement for payment with respect to the construction and development of the Project, either for themselves or those with whom they have a direct family or business relationship during their tenure as a City Official.

## **8. REPRESENTATION AND WARRANTIES.**

A. Default by Developer. The occurrence of any of the following events shall be an event of default by the Developer under this Agreement (a "Developer Event of Default"):

- 1) Breach of this Agreement, Representation and Warranties. Breach of



any provision of this Agreement, representation, or warranty made in this Agreement or in connection with any delivery, application or commitment for the Project by the Developer is false or misleading in any material respect at the time made.

- 2) Breach of CDBG Grant Agreement, No. MSC 222019-RR.
- 3) Failure to Complete Project.
- 4) Payment and Performance Default. The Developer fails, after receiving any required notice, to perform any covenant, agreement, obligation, term, or condition under this Agreement within any applicable grace or cure period, or if no due date or grace period is set forth in this Agreement and is not expressly prohibited, then within sixty (60) days for monetary default following written demand and sixty (60) days for non-monetary default following written demand (specifying the nature of the default), and for non-monetary default during the Development Period, the Development shall not be in default if the nature of the default is such that the Developer may need more time to cure, in which case the period to cure shall be extended for ninety (90) days for so long as may be reasonably required to cure such default provided the Developer
- 5) Bankruptcy.
- 6) Developer adjudicated insolvent, or shall make assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer, and the appointment of same adversely affects the Project or the City.
- 7) A petition is filed or any case, proceeding or other action is commenced against the Developer seeking to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under any law or statute of any jurisdiction whether now or hereafter in effect or a court of competent jurisdiction enters an order for relief against the Developer that is not dismissed within one hundred twenty (120) days after being commenced.
- 8) Dissolution of Developer. Any dissolution, termination, or partial or complete liquidation of the Developer prior to completion of the Project.
- 9) Failure to Maintain Property / Project Insurance as Required.

B. Remedies of the City. After and during the continuance of a Developer Event of Default, the rights and remedies of the City shall include, but not limited to:

- 1) Damages and Injunction. The City may maintain an action to recover any damages resulting from the Development Event of Default. The City may also seek injunctive relief.
- 2) Termination. The City may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement.
- 3) Specific Performance of this Agreement.
- 4) Developer shall be liable (Ruesswood REI Group, L.L.C., and Randall Woodworth joint and severally liable) to City and/or any governmental agency for any amounts of the Grant, repayment of the Grant, or reimbursement of Grant funds, to any governmental agency by reason of Developer's breach of this Agreement, default, or failure to complete the Project.

C. Default by the City. The occurrence of any of the following events shall be an event of default by the City under this Agreement (a "City Event of Default").

- 1) Payment or Performance Default. City fails, after receiving any required notice, to perform any covenant, agreement, obligation, term, or condition under this Agreement, within any applicable grace period, or if no due date or grace or cure period is set forth, then within sixty (60) days following written demand specifying the nature of the default.
- 2) Breach of Representations and Warranties. Any representation or warranty made in this Agreement or in connection with any delivery application or commitment relating to the Project by the City is false or misleading in any material respect at the time made.

D. Remedies of Developer. After and during the continuance of a City Event of Default, the rights and remedies of the Developer shall be limited to:

- 1) Damages and Injunction. The Developer may maintain an action to recover any damages resulting from the City Event of Default.. Developer may also seek an injunction resulting from the City Event of Default. Notwithstanding the foregoing, in no event will the City be liable for any punitive or speculative damages due to loss, or personal liability damages, alleged by the Developer.
- 2) Termination. Developer may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement; notwithstanding, section 8(B)(4) above shall survive termination of this Agreement.

3) Specific Performance of this Agreement.

**9. MISCELLANEOUS.**

A. Effect of Agreement. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement and its obligation and duties pursuant to applicable laws, ordinance and charter. Execution of this Agreement is no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth in this Agreement.

B. Compliance with Laws. The Developer and the City shall each comply with all applicable laws at all times during the Term, and that may be required subsequent.

C. City Consent. Where the consent of the City is required or requested under this Agreement after the Effective Date, such consent may be provided by the City Manager.

D. Costs. Except as specifically set forth in this Agreement, each of the Parties will bear its own cost and fees with respect to actions taken as required by this Agreement or in support of such obligations. The City and the Developer shall have no liability for any claims of any nature except as expressly set forth in this Agreement.

E. Assignability, Transferability, Modification. The obligations of the Developer under this Agreement are not assignable, transferable, or modifiable without the express written agreement of the City. If assignment or transfer is authorized, the obligations of the Developer under this Agreement shall survive any assignment, unless waived or modified by the City. If the City declines to approve an assignment in accord with the provisions of this section, Developer shall remain obligated to complete its obligations under the Agreement.

F. Notices. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

To the City: City Manager  
301 W Main St  
Owosso, MI 48867

With a copy to: City Attorney  
114 E Main St, #218  
Owosso, MI 48867

To the Developer: Randall Woodworth  
Ruesswood REI Group, LLC

G. Amendment. No amendment or modification to or of this Agreement shall be binding upon a Party to this Agreement until such amendment or modification is reduced to writing and executed by the Parties after the consent of the City Council.

H. Binding Effect. This Agreement shall be binding upon the Parties to this Agreement and upon their respective successors and assigns.

I. Survival and Litigation Costs. The terms, conditions and provisions of this Agreement which are expressly provided to survive shall survive its termination. In any litigation arising out this Agreement, each Party shall be responsible for its individual attorneys' fees, expenses and costs, including its expenses of consultants and expert witnesses, and costs at trial and for appeals, and the provisions of this sentence shall survive the termination of this Agreement.

J. Severability. In any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions, or sections of this Agreement.

K. Time of Essence. Time shall be of the essence of this Agreement.

L. Execution in Counterparts. The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

M. Captions. The captions and heading in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

N. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of State of Michigan and all applicable federal laws of the United States. Any claims, lawsuits, or causes of action arising out of the Agreement shall be exclusively litigated in the Courts for the County of Shiawassee, Michigan.

O. Force Majeure. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond, the Party's reasonable control and without such Party's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of any government, acts of the other Party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, shortage of materials and delays of contractors due to such causes. The failure to perform shall be excused only for the period during which the events giving rise to the failure to perform exists; provided, however, that the Party seeking relief from its obligation under this Section shall notify the other Party in writing, setting forth the event giving rise to such

failure to perform, within thirty (30) business days following knowledge of the occurrence of such event.

P. Relationship of the Parties. The relationship of the City and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any party to this Agreement. Under no circumstances shall an agent, employee or contractor of the Developer, be, nor considered to be, an employee of the City of Owosso.

Q. Entire Agreement. The parties agree that this Development Agreement contains the entire terms and conditions between the City and Developer and that there are no other agreements, representations, statements, or understandings, which have been relied on by the parties.

R. Drafting and Construction. All parties to this Agreement have participated fully and equally in the negotiation and preparation hereof; therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against any party hereto.

S. Due Authorization. The City and the Developer each warrant and represent to the other that this Agreement and the terms and condition thereof have been duly authorized and approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precaution or precondition to the effectiveness hereof, and as to the Developer, by the Property owner or members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

[Signatures on the following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first set forth above.

**WITNESSES:**

**CITY OF OWOSSO**

\_\_\_\_\_

By \_\_\_\_\_  
Robert J. Teich, Jr., Mayor

Date \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Amy K. Kirkland, City Clerk

Date \_\_\_\_\_

**Ruesswood REI Group, LLC**

\_\_\_\_\_

By \_\_\_\_\_  
Randall Woodworth, Developer  
and Property Owner

Date \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Randall Woodworth, Personally

Date \_\_\_\_\_

**EXHIBIT "A"**

(Legal Description)

LOT 8 & W 2/3 OF LOT 7 BLK 22 OF ORIGINAL PLAT – Third Floor of the now existing building only

(Parcel I.D. No: 050-470-022-019-00)



## MEMORANDUM

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

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**DATE:** June 20, 2023

**TO:** Mayor Teich and the Owosso City Council

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

**SUBJECT:** WWTP Improvements Phase1 Project Tentative Award

### RECOMMENDATION:

Approval of the tentative award of the low responsive bid from RCL Construction Co., Inc. (Sanford, MI) for the WWTP Improvements Project, Phase 1 in the amount of \$18,553,124.00.

### BACKGROUND:

In the 1930s, a 2 million gallons per day (MGD) primary wastewater facility was constructed to serve the City of Owosso. Chlorination was added in the 1960s. The WWTP was upgraded to a 6 MGD independent physical-chemical treatment facility in the early 1980s to serve the Mid-Shiawassee County area including the City of Owosso, City of Corunna, and the sewer portions of Owosso Township and Caledonia Township. The plant was renamed the Owosso Mid-Shiawassee County Wastewater Treatment Plant. The treatment process did not meet the permit requirements and was costly and problematic to operate. A major process modification was constructed in 1986 to incorporate biological treatment with the properly functioning elements of the physical-chemical treatment plant. In 1987, revisions were made to the filter backwash system. Year-round disinfection requirements went into effect in 1991. Sodium hypochlorite storage and feed equipment was installed to replace gaseous chlorine for disinfection. The granular activated carbon modules were repurposed for dechlorination with sodium bisulfite polishing.

In 1998, minor odor control measures were installed, including: forced draft ventilation on the first stage ("roughing") trickling filter. The previous comminutors/bar screens were replaced with combination grinding/screening units to improve pretreatment. In 1999, a centrifuge system was installed to replace the previous plate and frame filter press for sludge dewatering. Polymer sludge conditioning also replaced ferric chloride and lime.

In 2012, the main electrical busway and main electrical breakers were replaced and the switchgear between the electrical feeds was modified. Use of granular activated carbon for dechlorination was eliminated and the sodium bisulfite system upgraded as the primary means for dechlorination. Since 2016, the plant has seen additional improvements including the additions of 1/4-inch mechanical bar screens and compactors, and replacement of mechanical parts in primary clarifiers and sludge thickener. In 2020, headworks improvements included replacement of screw pumps and installation of a grit vortex chamber. The project area includes the Owosso WWTP property area.

Key components of the secondary and tertiary treatment have reached or are beyond the end of their useful lives, including the trickling filters, pressure filters, intermediate clarifiers, and disinfection. The proposed project is intended to address most of the critical issues of aging infrastructure at the WWTP, restore the plant to its design capacity, and increase the longevity of the WWTP.



Phase 1 improvements consist of:

- ~~Rehabilitation of the nitrification and roughing towers~~
- Replacement of filtration
- Installation of ultraviolet (UV) disinfection
- Electrical improvements
- Building improvements
- New Supervisory Control and Data Acquisition (SCADA) system

City Council previously approved the start to this project at its regular scheduled meeting held on July 18, 2022.

On June 6, 2023, the City received bids for the WWTP Improvements Phase 1 Project. Bids came in high, and alternative deducts were researched and worked up to bring the price down to a fundable range.

Deducts include:

- Removing the rehabilitation of the nitrification and roughing towers
- Two (2) disk filters, instead of three (3)
- Reducing the scope of painting
- Removing three (3) pump stations SCADA
- Removing cameras
- Reducing the SCADA tag license from 10k to 5k
- Modifying the underdrain
- Eliminate dewatering for effluent pipe
- Using stainless steel piping instead of ductile
- Use oil dry fall for ceiling steel
- Remove painting of mezzanine steel
- Remove painting of stainless steel pipe

Bringing the original bid price down from \$24,665,000.00 to \$18,553,124.00.

RCL Construction Co., Inc. is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$18,553,124.00. A resolution for tentatively awarding the WWTP Improvements Phase 1 Project contract to RCL Construction Co., Inc. and tabulation of bids received is included for your consideration. The tentative award is required by the Clean Water State Revolving Fund.

#### **FISCAL IMPACTS:**

Funds in the amount of \$18,553,124.00 will be provided from the wastewater operating fund and 2023 SRF Bond funds.

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

Attachments: (1) Resolution  
(2) Fishbeck Memo (which includes Deducts)  
(3) Bid Tab

**RESOLUTION NO.**

**AUTHORIZING TENTATIVE BID AWARD TO  
RCL CONSTRUCTION CO., INC. OF SANFORD, MICHIGAN FOR THE  
WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT, PHASE 1**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing wastewater treatment plant that will address most of the critical issues of the aging infrastructure, restore the plant to its design capacity, and increase the plant's longevity; and

WHEREAS, the WWTP Improvements Project - Phase 1, formally adopted as a part of the CWSRF Project Plan on July 18, 2022, will be funded through the State of Michigan's Clean Water State Revolving Fund (CWSRF) program; and

WHEREAS, the City of Owosso has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$18,553,124.00 from RCL Construction Co., Inc.; and

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

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

- FIRST: the City of Owosso tentatively awards the contract for the proposed Wastewater Treatment Plant Improvements Project - Phase 1 to RCL Construction Co., Inc., contingent upon successful financial arrangements with the State Revolving Fund Program.
- SECOND: upon receipt of the 2023 CWSRF Loan Proceeds, the Mayor and City Clerk are instructed and authorized to sign, without further Council action, Exhibit A substantially as attached, as WWTP Improvements Project - Phase 1 contract, in the amount of \$18,553,124.00.
- THIRD: the accounts payable department is authorized to submit payment to RCL Construction Co., Inc. for work satisfactorily completed in an amount not to exceed \$18,553,124.00.
- FOURTH: the above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000 and 2023 CWSRF Bond funds.

June 13, 2023  
Project No. 221308

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

**City of Owosso**  
**Wastewater Treatment Plant Improvements Phase 1 – Bid Award Evaluation**

On June 6, 2023, two bids were received for the referenced project and read aloud as follows:

|                                   |              |
|-----------------------------------|--------------|
| Sorensen Gross Company, LLC (SGC) | \$23,375,000 |
| RCL Construction Co., Inc. (RCL)  | \$24,665,000 |

The bid tabulation is also attached.

Fishbeck has reviewed the bids and discussed the project with SGC and RCL. Several deducts were requested from both contractors with the following results:

|     | <u>Total Deducts</u> | <u>Bid Amount after Deducts</u> |
|-----|----------------------|---------------------------------|
| SGC | \$4,210,000.00       | \$19,164,568.00                 |
| RCL | \$6,111,876.00       | \$18,553,124.00                 |

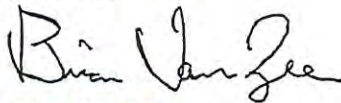
The detailed spreadsheet is attached.

- RCL is completing more surface area of painting than Sorensen Gross.
- SGC adjusted the deduct and resubmitted, prices can only be opened once. The adjusted deduct amount is not being accepted.

We recommend the project be awarded to RCL.

If you have any questions or require additional information, please contact me at 517.887.4099 or [bvanzee@fishbeck.com](mailto:bvanzee@fishbeck.com).

Sincerely,



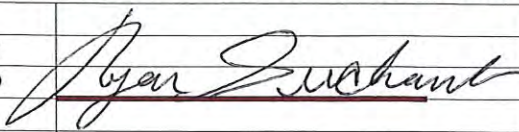
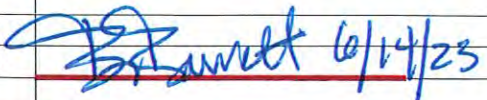
**Brian Van Zee**

Senior Water & Wastewater Engineer

Attachments

By email

Copy: Tim Guysky – City of Owosso

| CITY OF OWOSSO BID TABULATION SHEET                                |   |                             |                                |                              |                  |                  |                   | DATE  | 6/6/2023 |
|--|---|-----------------------------|--------------------------------|------------------------------|------------------|------------------|-------------------|-------|----------|
|  |   |                             |                                |                              |                  |                  |                   | DEPT. |          |
| SUBJECT:   |   | WWTP PH1 Improvements       |                                |                              |                  |                  |                   |       |          |
|  |   | Fishbeck Project No. 221308 |                                |                              |                  |                  |                   |       |          |
|  |   |                             |                                | Sorensent Gross Company, LLC |                  | RCL Construction |                   |       |          |
|  |   |                             |                                |                              |                  |                  |                   |       |          |
| ITEM #   | DESCRIPTION   | EST. QTY                    | UNIT                           | UNIT PRICE                   | TOTAL            | UNIT PRICE       | TOTAL             |       |          |
|  | Base Bid  |                             |                                |                              | \$ 23,375,000.00 |                  | \$ 24,665,000.00  |       |          |
|  | Total:  |                             |                                |                              | \$ 23,375,000.00 |                  | \$ 24,665,000.00  |       |          |
| TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:\$2,500 |   |                             |                                |                              |                  |                  |                   |       |          |
|  |   | Bid Amount after Deducts    |                                | \$19,164,568.00              |                  | \$18,553,124.00  |                   |       |          |
| DEPT HEAD  |          |                             | GENERAL LIABILITY INSURANCE    |                              |                  |                  | AWARDED:          |       |          |
|  |   |                             | EXPIRATION DATE:               |                              | 8/1/2023         |                  |                   |       |          |
| PURCH. AGENT:  |  6/14/23 |                             | WORKERS COMPENSATION INSURANCE |                              |                  |                  | COUNCIL APPROVED: |       |          |
|  |   |                             | EXPIRATION DATE:               |                              | 5/1/2023         |                  |                   |       |          |
| STAFF REC.:  | RCL Construction Company, Inc.  |                             | SOLE PROPRIETORSHIP            |                              |                  |                  |                   |       |          |
|  |   |                             | EXPIRATION DATE:               |                              | N/A              |                  | PO NUMBER:        |       |          |

599.548 .801.000-CWSRF 23-24

|                                    | Sorenson Gross   |                  | Sorenson Gross, (adjusted after original deduct submittal) |                  | RCL Construction |                  |
|------------------------------------|------------------|------------------|--|------------------|------------------|------------------|
| Original Bid                       | \$ 23,375,000.00 |                  | Adjusted   |                  | \$ 24,665,000.00 |                  |
| Deducts                            | Option 1         | Option 2         | Option 1   | Option 2         | Option 1         | Option 2         |
| All 3 Towers                       | \$ 3,207,029.00  | \$ 3,207,029.00  | \$ 3,812,041.00  | \$ 3,812,041.00  | \$ 4,730,300.00  | \$ 4,730,300.00  |
| Minus 1 Disc Filter Unit           | \$ 416,898.00    |                  | \$ 416,898.00  |                  | \$ 503,300.00    |                  |
| 3 Disk Filters Set for 6 MGD       |                  | \$ 153,470.00    |  | \$ 153,470.00    |                  | \$ 191,300.00    |
| Painting                           | \$ 70,305.00     | \$ 70,305.00     | \$ 70,305.00   | \$ 70,305.00     | \$ 102,900.00    | \$ 102,900.00    |
| Remove 3 Pump Stations SCADA       | \$ 72,600.00     | \$ 72,600.00     | \$ 72,600.00   | \$ 72,600.00     | \$ 85,000.00     | \$ 85,000.00     |
| Remove Cameras                     | \$ 123,600.00    | \$ 123,600.00    | \$ 123,600.00  | \$ 123,600.00    | \$ 144,000.00    | \$ 144,000.00    |
| SCADA Tag License from 10k-5k      | \$ 10,000.00     | \$ 10,000.00     | \$ 10,000.00   | \$ 10,000.00     | \$ 11,700.00     | \$ 11,700.00     |
| Modify Underdrain                  |                  |                  |  |                  | \$ 36,706.00     | \$ 36,706.00     |
| Eliminate Dewatering for Eff. Pipe |                  |                  |  |                  | \$ 22,270.00     | \$ 22,270.00     |
| SS Piping instead of Ductile       | \$ 310,000.00    | \$ 310,000.00    | \$ 310,000.00  | \$ 310,000.00    | \$ 358,000.00    | \$ 358,000.00    |
| Use Oil Dry Fall for Ceiling Steel |                  |                  |  |                  | \$ 41,500.00     | \$ 41,500.00     |
| Deduct Painting of Mezzanine Steel |                  |                  |  |                  | \$ 39,500.00     | \$ 39,500.00     |
| Deduct Paint Stainless Pipe        |                  |                  |  |                  | \$ 36,700.00     | \$ 36,700.00     |
|                                    |                  |                  |  |                  |                  |                  |
| Deducts Total                      | \$ 4,210,432.00  | \$ 3,947,004.00  | \$ 4,815,444.00  | \$ 4,552,016.00  | \$ 6,111,876.00  | \$ 5,763,176.00  |
|                                    |                  |                  |  |                  |                  |                  |
| Cost After Deducts                 | \$ 19,164,568.00 | \$ 19,427,996.00 | \$ 18,559,556.00   | \$ 18,822,984.00 | \$ 18,553,124.00 | \$ 18,901,824.00 |

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Wastewater Treatment Plant Improvements Phase 1

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- A. Removal of FRP carbon module tanks, associated piping, electrical, and dispose of all material.
- B. Removal of 3 pressure filters, associated piping, electrical, and dispose of all material.
- C. Replacement of 3 oxidation tower media and distributor arms.
- D. Rehabilitation of 3 oxidation towers CMU and coat interiors.
- E. 3 new tertiary disc filters.
- F. Install ultraviolet disinfection system and concrete channel.
- G. Yard piping improvements
- H. Building improvements: truck ramp into main building, overhead bridge crane, overhead door, grating walkway/stairs modifications, new control room and offices in existing building, interior painting, exterior ADA ramp.
- I. Electrical Improvements: Replacement of 480V switchboard, distribution panels, lighting panels, VFD's, MCC, stepdown transformer, main building lighting/receptacles.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Fishbeck (“Engineer,”) which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 TIME OF THE ESSENCE

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- A. The Work will be substantially completed on or before Monday, November 3, 2025 and completed and ready for final payment in accordance with Paragraph 15.07 of the General Conditions on or before Friday, January 9, 2026.

#### 4.03 LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

C. Liquidated damages for failure to meet the specified Substantial Completion date and for failure to meet the specified Final Completion date will not be assessed simultaneously.

#### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, in current funds, a total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 SUBMITTAL AND PROCESSING OF PAYMENTS

A. Payments and retainage of payments shall be in accordance with State of Michigan Act No. 524 of the Public Acts of 1980. Contractor shall submit applications for payment in accordance with Article 15 of the General Conditions. The person representing Contractor who shall submit Application for Payment will be \_\_\_\_\_. The person to whom Application for Payment are to be submitted is Engineer. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 PROGRESS PAYMENTS; RETAINAGE

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraphs 6.02. A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05 of the General Conditions.

1. Prior to Substantial Completion, progress payments will be in an amount equal to: 100% of the Work completed and 100% of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions less the aggregate of payments previously made and less such amounts as Engineer may determine, or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions, except that Owner will retain a portion of each progress payment limited to:

a. Not more than 10% of the dollar value of the Work completed until 50% of the Work has been completed as determined by Engineer.

b. After the Work has been 50% completed as determined by Engineer, additional retainage will not be withheld unless Owner determines that Contractor is not making satisfactory progress, or for other specific cause relating to Contractor's performance under the Contract. If Owner so determines, Owner may retain not more than 10% of the dollar value of the Work more than 50% completed.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 15.01 B.5 and 15.01 B.6 of the General Conditions.

3. Owner may deduct from progress payments amounts which are due to Owner from Contractor in accordance with the Contract Documents.

4. After Substantial Completion, Owner may, at Owner's sole discretion, pay an amount sufficient to increase total payments to Contractor to more than 95% of the Contract Price if Owner has received consent of surety in a form acceptable to Owner

5. Progress payments shall not be due until 15 days after Owner has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of these sources.

B. The retained funds will not be commingled with other funds of Owner and will be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by Owner which will account for both retainage and interest on each construction contract separately.

C. Owner is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to Owner.

D. Owner, at any time after 94% of work under the contract has been completed as determined by Engineer and at the request of Contractor, will release the retainage plus interest to Contractor only if Contractor provides to Owner an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to Contractor and Owner.

E. Unresolved disputes between Owner and Contractor regarding retained funds and interest on retained funds shall be submitted to an agent in accordance with the dispute resolution process described in Section 4 of State of Michigan Act 524 of P.A. of 1980.

#### 6.03 FINAL PAYMENT

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

#### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 1% per month.

#### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified Paragraph 5.03 of the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions as containing reliable "technical data," and

(2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions as containing reliable "technical data."



E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on

- (1) the cost, progress, and performance of the Work;
- (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and
- (3) Contractor's safety precautions and programs.

F. based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 CONTENTS

- A. The Contract Documents consist of the following:
1. Contractor's Bid dated \_\_\_\_\_.
  2. Addenda \_\_\_\_\_ to \_\_\_\_\_, inclusive.
  3. Notice of Award.
  4. This Agreement.
  5. Performance Bond.
  6. Payment Bond.
  7. General Conditions.
  8. Supplementary Conditions.
  9. Specifications as listed in the table of contents of the Project Manual.
  10. Drawings, consisting of sheets as listed on the cover sheet with each sheet bearing the following general title: Wastewater Treatment Plant Improvements Phase 1 and dated May 5, 2023 (not included in the executed Contract Documents).
  11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Work Change Directives;
    - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 TERMS

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

### 10.02 ASSIGNMENT OF CONTRACT

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

### 10.03 SUCCESSORS AND ASSIGNS

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

### 10.04 SEVERABILITY

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

### 10.05 CONTRACTOR'S CERTIFICATIONS

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- (1) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - (2) "fraudulent practice" means an intentional misrepresentation of facts made:
    - (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,
    - (b) to establish Bid or Contract prices at artificial non-competitive levels, or
    - (c) to deprive Owner of the benefits of free and open competition;
  - (3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which to establish Bid prices at artificial non-competitive levels; and
  - (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

Contractor:

\_\_\_\_\_  
(Name of Contractor\*)

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

\_\_\_\_\_  
(Name and Title of Signatory\*)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Signatory\*)

Signed on: \_\_\_\_\_, 20\_\_\_\_  
(Date\*)

Address for giving notices:

\_\_\_\_\_  
(Street\*)

\_\_\_\_\_  
(City, State and Zip\*)

License No. \_\_\_\_\_ (Where applicable)

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)

Designated Representative:

\_\_\_\_\_  
(Name\*)

\_\_\_\_\_  
(Title\*)

\_\_\_\_\_  
(Street\*)

\_\_\_\_\_  
(City, State and Zip\*)

\_\_\_\_\_  
(Telephone Number\*)

\_\_\_\_\_  
(Facsimile\*)

Owner:

City of Owosso

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

\_\_\_\_\_  
(Name and Title of Signatory\*)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Signatory\*)

Signed on: \_\_\_\_\_, 20\_\_\_\_  
(Effective Date of Agreement\*)

Address for giving notices:

\_\_\_\_\_  
(Street\*)

\_\_\_\_\_  
(City, State and Zip\*)

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

Designated Representative:

\_\_\_\_\_  
(Name\*)

\_\_\_\_\_  
(Title\*)

\_\_\_\_\_  
(Street\*)

\_\_\_\_\_  
(City, State and Zip\*)

\_\_\_\_\_  
(Telephone Number\*)

\_\_\_\_\_  
(Facsimile\*)

\* Typed or printed in ink.

END OF SECTION 00 52 00



## **MEMORANDUM**

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

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**DATE:** June 12, 2023

**TO:** Owosso City Council

**FROM:** Brad Barrett, Finance Director

**SUBJECT:** Resolution Authorizing Publication of Notice of Intent to Issue Limited Tax General Obligations Bonds – Fire Truck

### **RECOMMENDATION:**

Approve an authorizing resolution to publish a Notice of Intent to issue limited tax general obligations bonds to finance the purchase of a fire truck.

### **BACKGROUND:**

Funding has been obligated under the USDA Rural Development - Community Facilities Program to purchase a new fire truck.

A Notice of Intent (NOI) to issue limited tax general obligations bonds is necessary per Public Act 34 of 2001. Such notice will begin a 45-day referendum period during which voters have the right to petition for a vote on the bonds.

The notice of intent authorizes a maximum bond principal of \$1,000,000 to purchase a fire truck. The federal agency has agreed to purchase \$850,000 of said bond principal.

At this time, it is more economical to finance this purchase at 3.75% over 20 years than purchase with cash on hand. The city is earning between 4-5% interest on its invested cash.

### **FISCAL IMPACTS:**

The general fund will have an annual debt payment of \$60,605 associated with this purchase/bond.

**Attachments:** Resolution with Notice of Intent to Issue Limited Tax General Obligations Bonds

**RESOLUTION NO.**

**AUTHORIZING PUBLICATION OF NOTICE OF INTENT TO ISSUE  
LIMITED TAX GENERAL OBLIGATION BONDS**

WHEREAS, the City of Owosso (the "City") proposes to issue its tax-exempt bonds (the "Bonds") in one or more series to finance the City's purchase of a fire truck apparatus and related modifications (the "Project"); and

WHEREAS, prior to issuing the Bonds, the City is required to publish a notice of intent to issue the Bonds pursuant to Section 517(2) of Act 34, Public Acts of Michigan, 2001, as amended; and

WHEREAS, it is anticipated that the City may advance all or a portion of the costs of the Project prior to the issuance of the Bonds, such advance to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this resolution to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

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

FIRST: the City hereby declares its official intent to issue its limited tax general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$1,000,000 to finance the costs of the Project. The City hereby declares that it reasonably expects to seek reimbursement for its advances to the Project as anticipated by this resolution.

SECOND: the Bonds shall be authorized by proper proceedings subsequent to this resolution.

THIRD: the City Clerk is hereby instructed to publish the notice attached hereto once in a newspaper of general circulation in the City, which notice shall not be less than ¼ page in size in such newspaper.

FOURTH: all resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

NOTICE OF INTENT TO ISSUE BONDS  
BY THE CITY OF OWOSSO, MICHIGAN

NOTICE IS HEREBY GIVEN that the City of Owosso, Shiawassee County, Michigan, intends to issue limited tax general obligation bonds in one or more series in the aggregate principal amount of not to exceed \$1,000,000 for the purpose of defraying all or part of the cost of the City's purchase of a fire truck apparatus and related modifications.

The bonds will bear interest from their date at a rate or rates to be determined upon the sale thereof but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under and pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, and the full faith and credit of the City of Owosso will be pledged to pay the principal of and interest on the bonds as the same shall become due. The City of Owosso will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due; provided, however, that the amount of taxes necessary to pay the principal and interest on the bonds will be subject to applicable constitutional, statutory, and charter limitations.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Council of the City of Owosso, to and for the benefit of the electors of the City of Owosso in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors residing within the City of Owosso, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Owosso qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Owosso, 301 W. Main Street, Owosso, Michigan 48867.

This notice is given pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended.

Amy K. Kirkland, Clerk  
City of Owosso



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

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# *MEMORANDUM*

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DATE: June 13, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Ordinance Adoption – Authorizing Issuance of Revenue Bonds under Clean Water State Revolving Loan Fund (CWSRF) for wastewater treatment plant improvements

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## **RECOMMENDATION:**

Recommend approval of an ordinance to allow the city to obtain CWSRF financing for 2023. This is a required step in the financing of wastewater treatment plant improvements, which consists of internal tertiary process rehabilitation.

The city's bond attorney has drafted the ordinance. The ordinance is required to issue revenue bonds under Public Act 94 of 1933 and have the bonds purchased by the state.

## **BACKGROUND:**

City council approved and authorized the publication of an amended Notice of Intent to issue revenue bonds at its meeting held May 1, 2023. The NOI for the CWSRF funded project, No. 5711-01, authorized a total maximum bond principal of \$19,000,000. The total project cost is estimated at \$20,412,500. The state has agreed to forgive \$5,300,000 of said bond and grant a \$1,412,500 ARPA grant.

## **FISCAL IMPACTS:**

Estimated debt payment (\$13,700,000) is \$598,448 over 30 years at 1.875% paid from Fund 599. The city will be responsible for 53% of the payment and the other communities serviced by the treatment plant will be charged the remaining 47% of the payment per an annual debt charge authorized under the 1977 community agreement.

ORDINANCE NO. \_\_\_\_

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

THE CITY OF OWOSSO ORDAINS:

Section 1. 2023 SUPPLEMENTAL ORDINANCE. This ordinance (hereinafter referred to as the “2023 Supplemental Ordinance”) is adopted in accordance with Section 21 of the Prior Ordinance (defined below) and pursuant to the authority in Act 94.

Section 2. DEFINITIONS. Except as hereinafter provided, all terms which are defined in Section 1 of the Prior Ordinance shall have the same meanings in this 2023 Supplemental Ordinance. In addition, whenever used in this 2023 Supplemental Ordinance, except when otherwise indicated by context, the following definitions shall apply to the terms in this 2023 Supplemental Ordinance:

- (a) “Authority” means the Michigan Finance Authority, or any successor agency.
- (b) “Authorized Officer” means the Mayor, City Manager, Finance Director, or Public Utilities Director of the City, or any one or more of them.
- (c) “Bonds” as defined in the Prior Ordinance shall include the Series 2023 Bonds that are being issued on a parity with the Series 2020 Bond and the Series 2022 Bonds pursuant to Section 20 of the Prior Ordinance.
- (d) “Contract Documents” means the Purchase Contract between the City and the Authority, the Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, and the Issuer’s Certificate for the Series 2023 Bonds, and such other closing documents required by the Authority for the issuance of the Series 2023 Bonds.
- (e) “Improvements” means the design, acquisition and construction of improvements to the System, including replacement of three treatment towers at the City’s wastewater treatment plant (the “WWTP”) and all other work, equipment, and site improvements necessary and incidental to these improvements.
- (f) “Issue Date” means the date on which the Series 2023 Bonds are delivered to the original purchaser thereof.
- (g) “Prior Ordinance” means Ordinance No. 807 adopted by the City Council on April 20, 2020 and Ordinance No. 826 adopted by the City Council on February 7, 2022.
- (h) “Series 2023 Bonds” means the Bonds authorized in Sections 5 and 6.

Section 3. NECESSITY, PUBLIC PURPOSE. It is hereby determined to be necessary for the public health, safety and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefor prepared by the City’s consulting engineers, which are hereby approved.



Section 4. ESTIMATED COST; PERIOD OF USEFULNESS. The cost of the Improvements has been estimated not to exceed \$ 20,412,500, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be not less than forty (40) years.

Section 5. ISSUANCE OF BONDS. To pay all or a portion of the cost of designing, acquiring, and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2023 Bonds, the City shall borrow the sum of not to exceed \$19,000,000 and issue its revenue bonds pursuant to the provisions of Act 94. The Series 2023 Bonds shall be issued in the aggregate principal sum of not to exceed \$19,000,000, as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the City pursuant to the Contract Documents. The remaining cost of the Improvements, if any, shall be paid from City funds on hand and legally available for such use.

During the time funds are being drawn down by the City under the Series 2023 Bonds, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2023 Bonds.

Section 6. SERIES 2023 BOND DETAILS. The Series 2023 Bonds shall be designated "Wastewater Treatment System Revenue Bonds, Series 2023." The Series 2023 Bonds shall be issued as one fully registered bond, shall be sold and delivered to the Authority in the denomination of the principal amount of the Series 2023 Bonds. The Series 2023 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than forty (40) years after the date of issuance. The Series 2023 Bonds shall bear interest at a rate of not to exceed 3.00% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Notwithstanding the above, the final amount of any maturity and terms of the Series 2023 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

Section 7. PAYMENT OF SERIES 2023 BONDS; CONFIRMATION OF STATUTORY LIEN. The principal of, premium, if any, and interest on the Series 2023 Bonds shall be payable solely from the Net Revenues, and, to secure such payment from the Net Revenues, the statutory lien upon the whole of the Net Revenues established by Act 94 and the pledge created in Section 6 of the Prior Ordinance is hereby confirmed in favor of the Series 2023 Bonds and lien shall be of equal standing and priority with the Series 2020 Bond and the Series 2022 Bonds, but junior and subordinate to the lien of all, if any, subsequently issued Senior Lien Bonds.

The Series 2023 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

The statutory lien on the Net Revenues with respect to the Series 2023 Bonds will continue until payment in full of the principal of and interest on the Series 2023 Bonds, or until sufficient cash or Sufficient Government Obligations, or a combination thereof, have been deposited in trust for the payment in full of the principal of and interest on the Series 2023 Bonds to maturity, or, if called for redemption, to the date fixed for redemption, together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, or a combination thereof, as provided in the previous sentence, the statutory lien shall be terminated with respect to the Series 2023 Bonds, the holder of the Series 2023 Bonds shall have no further rights under the Ordinance except for payment from the deposited funds, and

the Series 2023 Bonds shall be considered to be defeased and shall not longer be considered to be outstanding under the Ordinance.

Section 8. STATE REVENUE SHARING PLEDGE. If required by the Authority, as additional security for repayment of the Series 2023 Bonds, the City Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the Series 2023 Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. PRIOR REDEMPTION. The Series 2023 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity upon the terms and conditions set forth in the form of Series 2023 Bonds contained in Section 12 hereof.

Section 10. PAYING AGENT AND REGISTRATION.

- (a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond registrar. The initial Paying Agent shall be the City Treasurer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.
- (b) Registration of Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by a Paying Agent. Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.
- (c) Authority's Depository. Notwithstanding any other provision of the Prior Ordinance, this 2023 Supplemental Ordinance or the Series 2023 Bonds, so long as the Authority is the owner of the Series 2023 Bonds: (a) the Series 2023 Bonds shall be payable in lawful money of the United States; (b) the Series 2023 Bonds are payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (c) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2023 Bonds in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 p.m. (noon) on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (d) written notice of any redemption of the Series 2023 Bonds shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 11. SALE OF BONDS. The Series 2023 Bonds shall be sold to the Authority by means of a negotiated sale. The City determines that a negotiated sale to the Authority is in the best interest of the

City because the terms offered by the Authority are more favorable than those available from other sources of funding.

Section 12. **BOND FORM.** The Series 2023 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the City's Bond Counsel and approved by the officers of the City signing the Series 2023 Bonds:

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF SHIAWASSEE**

**CITY OF OWOSSO**

**WASTEWATER TREATMENT SYSTEM REVENUE BOND, SERIES 2023**

**Interest Rate**

**Maturity Date**

**Date of Original Issue**

See Schedule I

\_\_\_\_\_, 2023

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Registered Owner: Michigan Finance Authority

Principal Amount:

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

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

Interest on this Bond is payable to the registered owner of record as of the close of business on the 15<sup>th</sup> day of the month immediately preceding any interest payment as shown on the registration books of the Issuer kept by the Treasurer of the Issuer, as bond registrar and paying agent, by check or draft mailed by the Treasurer of the Issuer to the registered owner at the registered address. Interest on this Bond shall be computed on the basis of a 360-day year comprised of twelve 30-day months. During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

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

This Bond, being one fully registered bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended Ordinance No. 807 adopted by the City Council of the Issuer on April 20, 2020, as supplemented on February 7, 2022, and as supplemented again on June 20, 2023 (as supplemented, the "Ordinance"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating bond, and is not a general obligation of the Issuer within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

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

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

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and

form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Owosso, Shiawassee County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and City Clerk, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Robert Teich Jr., Mayor

\_\_\_\_\_  
Amy K. Kirkland, City Clerk

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**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_

**Notice:** The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

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

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**Name of Issuer:** CITY OF OWOSSO  
**EGLE Project No:** 5711-01  
**EGLE Approved Amount:** \$

**SCHEDULE I**

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of

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

| <u>Due Date</u> | <u>Amount of Principal Installment Due</u> |
|-----------------|--|
|-----------------|--|

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

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

[END OF BOND FORM]

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Section 13. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF SERIES 2023 BONDS. The Series 2023 Bonds shall be sold at a private, negotiated sale to the Authority, as authorized by Act 227, Public Acts of Michigan, 1985, as amended. The City Council determines that the sale and delivery of the Series 2023 Bonds to the Authority as provided in this 2023 Supplemental Ordinance will provide the City with the lowest cost of borrowing money for the Improvements. The sale shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") related to the Series 2023 Bonds. The Authorized Officer is authorized to execute and deliver the Supplemental Agreement and the Purchase Contract in such forms as shall be approved by the Authorized Officer, with such approval to be evidenced by the Authorized Officer's signature thereon. Notwithstanding any other provision of this 2023 Supplemental Ordinance, the Series 2023 Bonds shall be initially sold to the Authority as one bond, numbered 1, in the aggregate principal amount of not to exceed the original principal amount of the Series 2023 Bonds. In addition, the Authorized Officer and other City employees and officials are authorized to execute and deliver to the Authority and such certificates and documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Series 2023 Bonds in accordance with the provisions of this 2023 Supplemental Ordinance. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any revenue sharing pledge agreement. The Authorized Officer is authorized to seek a credit assessment, or similar, from Standard & Poor's or another nationally recognized rating organization and to execute and file any applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities and any other applications to the Michigan Department of Treasury and to seek any waivers from the Michigan Department of Treasury. Any prior actions of the Authorized Officer in furtherance of this

Section 13 and the transactions contemplated by this 2023 Supplemental Ordinance are hereby ratified and confirmed.

Section 14. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the Series 2023 Bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary to assure that the interest on the Series 2023 Bonds will be and will remain excludable from gross income for federal income tax purposes.

Section 15. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem, and the Clerk or Deputy Clerk of the City, are hereby authorized and directed to sign the Series 2023 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2023 Bonds shall be delivered to the purchaser upon receipt of the purchase price or upon compliance with the terms and conditions of the Purchase Contract.

Section 16. CONSTRUCTION FUND. The City Treasurer is hereby directed to create and maintain a construction fund for the Improvements (the "Construction Fund"), into which the proceeds of the Series 2023 Bonds shall be deposited. Such moneys shall be used solely for the purpose for which the Series 2023 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2023 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 17. SERIES 2023 BOND PROCEEDS. The proceeds of the sale of the Series 2023 Bonds shall be used solely to pay the costs of the Improvements and any engineering, legal and other expenses incident thereto; provided that the City Council shall not authorize the payment of any such moneys for acquisition and construction of any part of the Improvements until there shall have been first filed with it by the consulting engineer in charge of such work, a written statement to the effect that the sum so to be paid is in full or partial payment of a contractual obligation in connection with the Improvements and that the City has received the consideration for such payment. The statement of the consulting engineer shall also show the cost of acquisition and construction of the Improvements that has theretofore been approved by him for payment and the amount of the balance that will be required for completion of the Improvements.

Section 18. PUBLICATION AND RECORDATION. This 2023 Supplemental Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the City Clerk.

Section 19. ORDINANCE SUBJECT TO MICHIGAN LAW. The provisions of this 2023 Supplemental Ordinance are subject to the laws of the State of Michigan.

Section 20. SECTION HEADINGS. The section headings in this 2023 Supplemental Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this 2023 Supplemental Ordinance.

Section 21. SEVERABILITY. If any section, paragraph, clause or provision of this 2023 Supplemental Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this 2023 Supplemental Ordinance.

Section 22. RATIFICATION OF PRIOR ORDINANCE; CONFLICTING ORDINANCES. The Prior Ordinance, as supplemented by the 2022 Supplemental Ordinance and this 2023 Supplemental Ordinance, is hereby ratified and confirmed. All ordinances or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to

repeal any provision thereof, the repeal of which would impair the obligation on the Series 2020 Bond, the Series 2022 Bonds, or the Series 2023 Bonds.

Section 23. EFFECTIVE DATE OF ORDINANCE. Pursuant to Section 6 of Act 94, this 2023 Supplemental Ordinance shall be approved on the date of first reading and this 2023 Supplemental Ordinance shall be effective immediately upon its adoption and publication pursuant to Act 94.





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

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**DATE:** June 12, 2023  
**TO:** Mayor Teich and City Council  
**FROM:** Tanya Buckelew, Planning & Building Director  
**SUBJECT:** Fee Schedule Update

**RECOMMENDATION:**

Staff recommends the annual amendments to the City of Owosso 2023 Fee Schedule to be effective July 1, 2023.

**BACKGROUND:**

The Fee Schedule is amended and adopted on an annual basis to reflect any proposed changes. The proposed changes have been “red lined” for tracking purposes.

Some highlights to bring to your attention:

**1. Building Department**

- Adult entertainment license fees moved from City Treasurer. No change in the fee structure, just moved to the appropriate department that will process the applications.

**2. City Clerk**

- Increased fee for marriage ceremony presided by the Mayor

**3. City Treasurer**

- Adult entertainment license fees moved to Building Department.
- Collection fee tax – administrative fee – updated to reflect the recent passage of Ordinance No. 838.

**4. Parking Fines**

- Increased the fees for Electric Vehicle Parking.

**5. Public Services**

- Increased the fee for Right of Way Permit Inspection Fee.

**FISCAL IMPACT:**

These changes will have a minor impact on the budget.

**RESOLUTION NO.**

**UPDATING THE SCHEDULE FOR FEES, LICENSES, FINES AND CHARGES  
FOR THE CITY OF OWOSSO**

WHEREAS, the *City of Owosso Code of Ordinances* provides for the establishment of many fees, licenses, fines and charges to be established by resolution; and

WHEREAS, on August 5, 2013 the City Council adopted Resolution No. 90-2013 creating a schedule of fees, licenses, fines and charges; and

WHEREAS, said schedule must be periodically reexamined and updated; and

WHEREAS, the City Council has reviewed the charges and determined that the July 1, 2023 fees, licenses, fines and charges shall be charged in accordance with this resolution and the attached schedule.

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

- FIRST: the attached schedule for fees, licenses, fines and charges is hereby adopted effective July 1, 2023.
- SECOND: any parts of resolutions and memoranda in conflict with this resolution are hereby repealed.
- THIRD: this resolution is intended to preserve all existing charges and fees set forth in any resolution, ordinance, or law which are not in conflict with this resolution and attached schedule and to fulfill the requirements of any ordinance authorizing the City Council to establish fees by resolution.
- FOURTH: fees for public records not set forth in this resolution and attached schedule, or in any other resolution, ordinance, or law, shall be set by the City manager in accordance with Act 442 of the Public Acts of 1976, as amended.
- FIFTH: fees for public services not specifically set forth in this resolution and the attached schedule or in any other resolution, ordinance, or law may be established by the City manager, who shall promptly notify the City Council in writing of each of them. The City manager shall establish fees for public services based upon the cost of providing the public service.

**CITY OF OWOSSO**  
**2022 FEE SCHEDULE**  
**Effective July 1, 2023**

|   |  |
|---|--|
| <b>1. ASSESSING</b>   |  |
| • Application fee for IFEC extension  | \$550  |
| Application fee for IFT tax abatement – Not to exceed limits of Statute MCL 207.555(3) in which the lesser of the actual cost of processing the application or 2% of total property taxes abated during the term that the exemption certificate is in effect can be charged   |  |
| ➤ Establishing  | \$1,500  |
| ➤ Exemption certificate   | \$1,500  |
| • Application fee for industrial development district   | \$1,500  |
| • Application fee for industrial facilities   |  |
| ➤ Exemption certificate   | \$1,500  |
| ➤ Exemption certificate transfer  | \$500  |
| • Application fee for project cost revision   | \$500  |
| • Application fee for project extension   | \$500  |
| • Application fee for tax abatement projects  | \$800  |
| <b>2. BUILDING DEPARTMENT</b>   |  |
| <i>Income limit - fee waiver – Building permits and inspections will be required. However, permit fees will be waived for owner occupied residential buildings for households that have annual incomes less than 30% of the Michigan State Housing Development Authority (MSHDA) area Minimum Income (AMI). The waiver will cover permits for bringing a structure into code compliance and for replacement of roofs, windows, and siding. To qualify, the applicant must submit Michigan or Federal 1040 tax returns for the last three years along with any other financial and ownership information required for determination.</i> |  |
| • Accessory structure-zoning compliance-200 sq. ft. and under   | \$75   |
| • Accessory structure-zoning compliance-over 200 sq. ft.  | same as building permit fees                           |
| • Base fee (non-refundable)   | \$40   |
| • <u>Adult entertainment license fee</u>  | <u>\$1,500</u>   |
| <u>Note: If application denied, ½ fee returned</u>  |  |
| • <u>Adult entertainment license fee renewal</u>  | <u>\$1,500</u>   |
| <u>Note: a late penalty of \$100 if renewal filed less than 60 days before license exp. If application denied, ½ of total fees collected returned.</u>  |  |
| • <u>License renewal</u>  |  |
| ➤ <u>Late fee first 15 days</u>   | <u>License fee + 25%</u>                               |
| ➤ <u>Late fee beyond 15 days</u>  | <u>License fee + 50% adult entertainment penalties</u> |
| ➤ <u>Adult entertainment penalties</u>  | <u>\$500</u>   |
| • Building board of appeals application fee   | \$200  |
| • Building permit   |  |
| ➤ Up to \$1,000-includes base fee and 1 inspection  | \$110  |
| ➤ \$1,001 to \$2,000-includes base fee and 1 inspection   | \$150  |
| ADD \$40 base fee and \$80 per inspection to the following:   |  |
| ➤ \$2,001 to \$50,000   | \$65 + \$15 per \$1,000 over \$2,000                   |
| ➤ \$50,001 to \$500,000   | \$545 + \$15 per \$1,000 over \$50,000                 |
| ➤ \$500,001 and above   | \$5,000 + \$10 per \$1,000 over \$500,000              |
| • Businesses-NEW-(existing building)  | \$75   |
| • Demolition-Commercial-based on size of building   | \$185 + \$1 per sq. ft. over 2,000 sq. ft.             |
| • Demolition-Garage-includes base fee and 1 inspection  | \$115  |
| • Demolition-House-includes base fee and 1 inspection   | \$185  |
| • Fence-zoning-residential  | \$85   |
| • Fence-commercial  | same as building permit fees                           |

|   |                              |
|---|------------------------------|
| • Home occupation-type B home permit  | \$55                         |
| • Inspections-each  | \$80                         |
| • License/registration fee  | \$0                          |
| • Marihuana fees  |                              |
| ➤ Medical Marihuana Facilities (at time of application and annual renewal)          | \$5,000                      |
| ➤ Adult Use Recreational Establishments (at time of application and annual renewal) | \$5,000                      |
| ➤ Marihuana Transfer Fee  | \$5,000                      |
| • Mobile/Modular Home (does NOT include base fee or inspections)                    | \$250                        |
| • Moving building   | \$200                        |
| • Penalty for work prior to obtaining permit  | cost of permit + \$180       |
| • Plan review   | 55% of permit fee            |
| • Plan review-plans are returned to application for modifications                   | \$55 + \$60/hour             |
| • Roofing permit-residential  |                              |
| ➤ Up to \$5,000 (includes base fee and 1 inspection)                                | \$90                         |
| ➤ \$5,001 to \$10,000 (includes base fee and 1 inspection)                          | \$120                        |
| ➤ Over \$10,000   | same as building permit fees |
| • Roofing permit-commercial   | same as building permit fees |
| • Siding  | \$90                         |
| • Sign  | \$0.60/sq. foot              |
| ➤ Temporary sign (60 days)  | \$75                         |
| • Swimming pools permit-above ground (zoning compliance)                            | \$75                         |
| • Swimming pool permit-in ground  | same as building permit fees |
| • Tank removal  | \$100                        |
| • Vacant property registration  | \$150                        |
| • Wheel chair ramp/door modification (residential-permit and inspections required)  | no fee                       |
| • Windows-residential   | \$90                         |
| • Windows-commercial  | same as building permit fees |
| <b>3. ELECTRICAL</b>  |                              |
| • Base fee (non-refundable)   | \$40                         |
| • Branch circuits   | \$20                         |
| • Feeders-bus duct (per 50 ft. or fraction thereof)                                 | \$20                         |
| • Electric baseboard heater   | \$20                         |
| • Fire alarm system   | \$155                        |
| ➤ Fire alarm system-each additional pull station                                    | \$20                         |
| • Furnace-unit heater   | \$20                         |
| • Garage  | \$55                         |
| • Generator-residential   | \$30                         |
| • Generator-commercial  | \$55                         |
| • Inspections-each (including Safety inspections)                                   | \$80                         |
| • License/registration fee  | \$0                          |
| • Low voltage/data/telecom outlets  |                              |
| ➤ 1-19 devices, each  | \$10                         |
| ➤ 20-300 devices  | \$100                        |
| ➤ Over 300 devices  | \$300                        |
| • Mobile/modular home (does NOT include base fee or inspections)                    | \$150                        |
| • Motors  |                              |
| ➤ Up to 20 KVA or HP, 1-25 units (each)   | \$20                         |
| ➤ Up to 20 KVA or HP (each additional unit after 25)                                | \$10                         |
| ➤ Over 20 KVA or HP, 1-25 units (each)  | \$20                         |

|   |  |
|---|--|
| ➤ Over 20 KVA or HP (each additional unit after 25)                                     | \$12                                       |
| • Outlets/receptacles/fixtures/other (per 25 or fraction thereof)                       | \$20                                       |
| • Penalty for work prior to obtaining permit  | cost of permit + \$180                     |
| • Plan review   | \$100/hr. (minimum 1 hour)                 |
| • Power outlets (a/c/range/dryer/dishwasher/disposal) each                              | \$20                                       |
| • Service   |  |
| ➤ 0-200 amps  | \$30                                       |
| ➤ 201-600 amps  | \$35                                       |
| ➤ 601-800 amps  | \$40                                       |
| ➤ 801-1200 amps   | \$45                                       |
| ➤ Over 1200 amps  | \$50                                       |
| • Sub-panels  |  |
| ➤ 0-200 amps  | \$30                                       |
| ➤ 201-600 amps  | \$35                                       |
| ➤ 601-800 amps  | \$40                                       |
| ➤ 801-1200 amps   | \$45                                       |
| ➤ Over 1200 amps  | \$50                                       |
| • Signs   | \$80                                       |
| • Whole house permit (does not include base fee or inspections)                         | \$150                                      |
| <b>4. MECHANICAL-COMMERCIAL/INDUSTRIAL</b>  |  |
| • Base fee (non-refundable)   | \$40                                       |
| • Air conditioning and refrigeration  |  |
| ➤ Absorption units/chiller  | \$95                                       |
| ➤ Centrifugal units/chiller   | \$95                                       |
| ➤ Compressor – ½ - 15 HP  | \$40                                       |
| ➤ Compressor-15 to 50 HP  | \$50                                       |
| ➤ Compressor-over 50 HP   | \$75                                       |
| ➤ Heat pumps – 1.5-15 HP  | \$40                                       |
| • Air handlers (self-contained units, ventilation & exhaust fans) (piping fee included) |  |
| ➤ Under 1,500 cfm   | \$40                                       |
| ➤ 1,501-10,000 cfm  | \$50                                       |
| ➤ Over 10,000 cfm   | \$105                                      |
| ➤ Thru-the-wall fan coil vents  | \$20                                       |
| • Breeching & combustion to appliance   | \$65                                       |
| • Chimney – factory built   | \$65                                       |
| • Cooling towers with reservoirs  |  |
| ➤ Capacity under 500 gal  | \$55                                       |
| ➤ Capacity over 500 gal   | \$90                                       |
| • Crematories   | \$55                                       |
| • Ducts, insulation and fire suppression systems (based on bid price)                   |  |
| ➤ Under \$3,000   | \$45                                       |
| ➤ \$3,000 to \$7,000  | \$55                                       |
| ➤ \$7,000 to \$15,000   | \$90                                       |
| ➤ Over \$15,000   | \$15 per each \$3,000 over \$15,000 + \$90 |
| • Electronic air cleaner with washer  | \$55                                       |
| • Evaporator coils  |  |
| ➤ 180,000 BTU and under   | \$45                                       |
| ➤ Over 180,000 BTU  | \$50                                       |
| • Fire suppression systems (based on bid prices)  |  |
| ➤ Under \$2,000   | \$80                                       |
| ➤ \$2,000 to \$8,000  | \$95                                       |
| ➤ Over \$8,000  | \$20 per each \$3,000 over \$8,000 + \$95  |

|  |  |
|--|--|
| • Gas burning equipment (piping fee included)                                  |  |
| ➢ 400,000 BTU and under  | \$55                                       |
| ➢ Over 400,000 BTU   | \$65                                       |
| • Humidifiers  | \$30                                       |
| • Incinerators – each  | \$45                                       |
| • Inspections – each   | \$80                                       |
| • Insulation – duct, piping, tanks (based on bid price)                        |  |
| ➢ Under \$2,000  | \$45                                       |
| ➢ \$2,000 to \$8,000   | \$55                                       |
| ➢ Over \$8,000   | \$20 per each \$3,000 over \$8,000 + \$55  |
| • License/registration fee   | \$0  |
| • LPG & fuel oil tanks (underground add \$10 additional) (piping fee included) |  |
| ➢ 276 to 550 gal   | \$65                                       |
| ➢ 551 to 2,000 gal   | \$105                                      |
| ➢ Each additional tank   | Add 50% of fee based on largest tank size  |
| • Oil burner (piping fee included)   |  |
| ➢ New/conversion, under 5 gal/hour   | \$65                                       |
| ➢ New/conversion, over 5 gal/hour  | \$95                                       |
| • Penalty for work prior to obtaining permit                                   | Cost of permit + \$180                     |
| • Piping (bid separately) (based on bid price)                                 |  |
| ➢ Under \$2,000  | \$45                                       |
| ➢ \$2,000 to \$8,000   | \$55                                       |
| ➢ Over \$8,000   | \$15 per each \$3,000 over \$8,000 + \$55  |
| • Plan review  | \$100/hour – minimum 1 hour                |
| • Refrigeration systems  |  |
| ➢ Under 5 HP (split system)  | \$40                                       |
| ➢ 5 HP to 50 HP (split system)   | \$50                                       |
| ➢ Over 50 HP (split system)  | \$80                                       |
| ➢ Self-contained units   | \$55                                       |
| • Solar equipment/each panel (piping fee included)                             | \$35                                       |
| • Unit heaters-hot water, gas or steam (piping fee included)                   |  |
| ➢ 200,000 BTU and under  | \$35                                       |
| ➢ Over 200,000 BTU   | \$45                                       |
| <b>5. MECHANICAL – RESIDENTIAL</b>   |  |
| • Base fee (non-refundable)  | \$40                                       |
| • Boiler (piping fee included)   |  |
| ➢ 200,000 BTU and under  | \$45                                       |
| ➢ Over 200,000 BTU   | \$60                                       |
| • Central air  | \$40                                       |
| • Dampers (all kinds)  | \$20                                       |
| • Duct system  |  |
| ➢ Under \$3,000  | \$35                                       |
| ➢ \$3,000 to \$7,000   | \$40                                       |
| ➢ \$7,000 to \$15,000  | \$45                                       |
| ➢ Over \$15,000  | \$12 per each \$1,000 over \$15,000 + \$45 |
| • Exhaust fan  | \$20                                       |
| • Gas burning equipment (new and/or conversion) (piping fee included)          |  |
| ➢ 400,000 BTU and under  | \$45                                       |
| ➢ Over 400,000 BTU   | \$60                                       |
| • Gas piping (each outlet)   | \$20                                       |
| • Hotel or motel (per unit)  | \$55                                       |
| • Inspection – each  | \$80                                       |

|   |                             |
|---|-----------------------------|
| • License/registration fee  | \$0                         |
| • LPG & fuel oil tanks (underground add \$10) (piping fee included)   | \$35                        |
| • Modular home (does NOT include base fee or inspections)   | \$150                       |
| • Oil burner (new and/or conversion) (piping fee included)  | \$45                        |
| • Penalty for work prior to obtaining permit  | Cost of permit + \$180      |
| • Plan review   | \$100/hour – 1 hour minimum |
| • Solar equipment (each panel) (piping fee included)  | \$35                        |
| • Solid fuel equipment (wood stove, prefab fireplaces, stoves)  | \$50                        |
| • Two-family dwelling (does NOT include base fee or inspections)  | \$180                       |
| • Water heater  | \$20                        |
| • Whole house permit (does NOT include base fee or inspections)   | \$125                       |
| <b>6. PLUMBING</b>  |                             |
| • Base fee (non-refundable)   | \$40                        |
| • Fixtures, floor drains, water connected appliances  | \$20                        |
| • Hotel or motel (per unit)   | \$50                        |
| • Inspections – each  | \$80                        |
| • License/registration fee  | \$0                         |
| • Manholes – catch basins (each)  | \$20                        |
| • Modular home (does NOT include base fee or inspections)   | \$150                       |
| • Penalty for work prior to obtaining permit  | Cost of permit + \$180      |
| • Plan review   | \$100/hour – 1 hour minimum |
| • Reduced pressure zone back-flow preventer   | \$20                        |
| • Sewage ejectors, sumps  | \$20                        |
| • Sewers  |                             |
| ➢ Connection building drain   | \$20                        |
| ➢ Sanitary, storm or combined (less than 6")  | \$20                        |
| ➢ Sanitary, storm or combined (6" and over)   | \$25                        |
| • Stacks (soil, waste, vent and conductor)  | \$15                        |
| • Sub-soil drains   | \$20                        |
| • Two-family (does NOT include base fee or inspections)   | \$180                       |
| • Water distributing pipe   |                             |
| ➢ ¾" – 1"   | \$20                        |
| ➢ 1 ¼"  | \$25                        |
| ➢ 1 ½"  | \$35                        |
| ➢ Over 2"   | \$50                        |
| • Water service   |                             |
| ➢ Less than 2"  | \$20                        |
| ➢ 2" to 6"  | \$30                        |
| ➢ Over 6"   | \$35                        |
| • Whole house permit (does NOT include base fee or inspections)   | \$120                       |
| <b>7. CITY CLERK</b>  |                             |
| • Cable television franchise fee  | 3%                          |
| • Marriage fee/presided by Mayor  | <del>\$50</del> \$40        |
| <b>8. CITY TREASURER</b>  |                             |
| • Adult entertainment license fee   | \$1,500                     |
| Note: If application denied, ½ fee returned   |                             |
| • Adult entertainment license fee renewal   | \$1,500                     |
| Note: a late penalty of \$100 if renewal filed less than 60 days before license exp. If application denied, ½ of total fees collected returned. |                             |
| • License renewal   |                             |
| ➢ Late fee first 15 days  | License fee + 25%           |

|  |  |
|--|--|
| ➤ <del>Late fee beyond 15 days</del>   | <del>License fee + 50% adult entertainment penalties</del>   |
| ➤ <del>Adult entertainment penalties</del>   | <del>\$500</del>   |
| • Collection fee tax – administrative fee  | 1% <del>admin fee on tax bills per Ordinance No. 838 on all ad valorem taxes (on amounts collected for other units – not City) Potential to collect Administrative Fee on our own (City) taxes</del> |
| • Property tax late collection fee   |  |
| ➤ Summer   | 1% per month September 1 through February 1  |
| ➤ Winter and any summer balance  | 3% additional February 15 <sup>th</sup> –28 <sup>th</sup>  |
| • Return check   | As allowed by MCL 600.2952   |
| <b>9. COMMUNITY DEVELOPMENT</b>  |  |
| • Credit reports (if not partnered with bank or finance group)                           | Cost + 25%   |
| • Consultant escrow fee  | \$1,500  |
| • Historic district permit application fee   | \$0  |
| • Lot splits   |  |
| ➤ Single   | \$250  |
| ➤ Multiple   | \$250 each + \$50/resulting lot  |
| • Parks  |  |
| ➤ Pavilion reservations  | City resident \$25<br>Non-City resident \$50   |
| • Amphitheater Rental  | Tax exempt entity \$50<br>All other entities \$150   |
| • Mobile Food Vending License  |  |
| ➤ City-controlled property (May - October)   | \$300  |
| ➤ City-controlled property (November - April)  | \$200  |
| ➤ Non-city property (May – October)  | \$150  |
| ➤ Non-city property (November – April)   | \$100  |
| ➤ Year-round city food service establishments on city-controlled property (per year)     | \$250  |
| ➤ Year-round city food service establishments not on city-controlled property (per year) | \$0  |
| • Rental property registration (per unit)  | \$50   |
| ➤ Non-compliance fee (1 <sup>st</sup> occurrence)  | \$200  |
| ➤ Non-compliance fee (each additional occurrence)  | \$400  |
| • Rezoning request   | \$575 + \$10/acre  |
| • Site Plans   |  |
| ➤ Apartment/townhouse  | \$575 + \$5/unit   |
| ➤ Commercial/industrial  | \$525 + \$50/acre  |
| ➤ Institutional (schools, public services, hospitals)                                    | \$500 + \$40/acre  |
| ➤ Mobile home park   | \$600 + \$5/unit   |
| ➤ Planned Unit Development/mixed use development   | \$575 + \$50/acre  |
| ➤ Preliminary site plan review   | 75% of site plan review fee  |
| ➤ Single family site condo (prelim or final)   | \$700 + \$5/lot  |
| ➤ Site plan revision/review  | 75% of site plan review fee + any needed consulting fees determined by administration  |
| ➤ Special meeting with planner   | All cost by owner/applicant via escrow   |
| • Special land use   | \$400 + \$6/acre   |
| • Subdivision  |  |
| ➤ Preliminary – tentative  | \$700 + \$5/lot  |



|  |   |
|--|---|
| ➤ Preliminary – final  | \$350 + \$2.50/lot  |
| ➤ Final plat   | \$500 + \$4/lot   |
| • Temporary land use (ZBA review)  | \$500   |
| • Use variance   | \$700   |
| • Wireless communications equipment and support structures   |   |
| ➤ Zoning application fee   | Administrative costs to review and process application or \$1,000 (whichever is less) |
| ➤ Non-exempt co-locating small cell wireless facilities and support structures   |   |
| ❖ New wireless support structure or modification of an existing wireless support structure   | \$1,000   |
| ❖ New small cell wireless support structure or modification of an existing small cell wireless   | \$500   |
| ➤ Co-locate a small cell wireless facility and/or associated support structure application fee shall not exceed and shall be set as follows:   |   |
| ❖ Each small cell wireless facility alone  | \$200   |
| ❖ Each small cell wireless facility and a new utility pole or wireless support to which it will be attached  | \$300   |
| ➤ Annual permit fee for each utility pole or wireless support structure in ROW on which a wireless provider has approval to co-locate a small cell wireless facility shall not exceed and shall be set as follows: |   |
| ❖ Annually, unless the following applies   | \$20  |
| ❖ If the utility pole or wireless support structure was erected by or on behalf of the wireless provider on or after March 12, 2019  | \$125   |
| • Zoning variance  |   |
| ➤ Commercial   | \$425   |
| ➤ Residential  | \$200   |
| <b>10. GENERAL</b>   |   |
| • Notary (maximum of 3 signatures per fee)   |   |
| ➤ Non-resident   | \$10  |
| ➤ Resident   | \$5   |
| • Rental conference room between 8:00 am and 5:00 pm   |   |
| ➤ ½ day up to four hours   | \$30  |
| ➤ Full day   | \$60  |
| ➤ Organization of which the city is a member   | \$0   |
| • Rental council chambers between 8:00 am and 5:00 pm  |   |
| ➤ ½ day up to four hours   | \$30  |
| ➤ Full day   | \$60  |
| ➤ Organization of which the city is a member   | \$0   |
| <b>11. HISTORICAL COMMISSION – Funds go to Historical Commission</b>   |   |
| • Admission Curwood Castle   |   |
| ➤ Adult  | Donation request \$5  |
| ➤ Child  | Donation request \$2  |
| • Rental Curwood Castle  |   |
| ➤ First hour   | (\$50 refundable) \$250   |
| ➤ Each additional hour   | \$55  |
| • Rental Gould House   |   |
| ➤ First hour   | (\$50 refundable) \$250   |
| ➤ Each additional hour   | \$55  |
| • Rental Gould House apartment #2  |   |
| ➤ Per month  | \$750   |
| ➤ Note: reduction in rate if long term   | \$700   |
| • Rental Gould House apartment #3  |   |
| ➤ Per month  | \$750   |
| ➤ Note: reduction in rate if long term   | \$700   |

| 12. PUBLIC SAFETY   |  |                 |
|---|--|-----------------|
| • Ambulance fees – adjusted to the screen rates approved by commercial insurance companies  |  |                 |
| ➤ In-facility transports  |  | \$250.80        |
| • False alarm fee – fee may be waived by authority of Public Safety Director. First two fire and police alarms are not fined. The occupant will be notified of the 1 <sup>st</sup> or 2 <sup>nd</sup> violation by letter |  |                 |
| ➤ False alarm FIRE: 3 <sup>rd</sup> call  |  | \$250           |
| ➤ False alarm FIRE: 4 <sup>th</sup> and subsequent fire alarms  |  | \$500           |
| ➤ False alarm POLICE: 3 <sup>rd</sup> call  |  | \$50            |
| ➤ False alarm POLICE: 4 <sup>th</sup> and subsequent police alarms  |  | \$100           |
| • Fire Inspection Fees  |  |                 |
| ➤ Annual fire inspection  |  | \$0             |
| ➤ Fire alarm field test   |  | \$100           |
| ➤ Certificate of occupancy  |  | \$100           |
| ➤ Change in liquor license site inspection  |  | \$150           |
| ➤ Sprinkler system hydrostatic test (per riser)   |  | \$100           |
| ➤ Observe fire flow test  |  | \$100           |
| ➤ Tent Permit   |  | \$125           |
| • Fire Plan Review, Permit and Inspection schedule  |  | \$100           |
| ➤ Plan review for fire alarm system (fee based on square footage)   |  |                 |
| ❖ 0 – 2,500 sq. ft.   |  | \$100           |
| ❖ 2,500 – 10,000 sq. ft.  |  | \$200           |
| ❖ 10,001 – 50,000 sq. ft.   |  | \$250           |
| ❖ Over 50,000 sq. ft.   |  | \$500           |
| • Fire run  |  | \$500           |
| • Gun registration  |  | \$10            |
| • Peddler's permit  |  |                 |
| ➤ Per month   |  | \$50            |
| ➤ Per year (expiring December 31 <sup>st</sup> )  |  | \$200           |
| • Portable breath test (PBT)  |  |                 |
| ➤ ½ month   |  | \$15            |
| ➤ Full month  |  | \$30            |
| • Sex offender initial registration   |  | \$35            |
| • Traffic Control Order   |  |                 |
| ➤ Traffic Control Order Application   |  | \$30            |
| ➤ MDOT Closure Application  |  | \$50            |
| ➤ Expedited Application Fee (if submitted 14-29 days prior to first day of event)   |  | \$15 additional |
| ➤ Fire truck  |  | \$150 per event |
| 13. PARKING FINES – DEFINED IN SECTION 33 OF THE OWOSSO MUNICIPAL CODE  |  |                 |
| • Abandoned car   |  |                 |
| ➤ Paid within 7 days  |  | \$15            |
| ➤ Paid within 14 days   |  | \$30            |
| ➤ Paid within 30 days   |  | \$45            |
| • Across parking line   |  |                 |
| ➤ Paid within 7 days  |  | \$15            |
| ➤ Paid within 14 days   |  | \$30            |
| ➤ Paid within 30 days   |  | \$45            |
| • Blocking alley  |  |                 |
| ➤ Paid within 7 days  |  | \$15            |
| ➤ Paid within 14 days   |  | \$30            |
| ➤ Paid within 30 days   |  | \$45            |
| • Blocking driveway   |  |                 |
| ➤ Paid within 7 days  |  | \$15            |

|  |                      |
|--|----------------------|
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Blocking traffic   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Double parking   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Electric Vehicle Parking: Public use charging stations shall be reserved for parking and charging electric vehicles only |                      |
| ➤ Paid within 7 days   | <del>\$15</del> \$30 |
| ➤ Paid within 14 days  | <del>\$30</del> \$45 |
| ➤ Paid within 30 days  | <del>\$45</del> \$60 |
| • Fifth violation of any above violations within a 30-day period   |                      |
| ➤ Paid within 7 days   | \$100                |
| ➤ Paid within 14 days  | \$100                |
| ➤ Paid within 30 days  | \$100                |
| • Moving to evade time limitations   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Other parking violation  |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Overnight parking in 3:00 am to 6:00 am zone   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parked facing wrong way  |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parking in prohibited zone   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parking in loading zone  |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parking on sidewalk or crosswalk   |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parked at yellow curb  |                      |
| ➤ Paid within 7 days   | \$15                 |
| ➤ Paid within 14 days  | \$30                 |
| ➤ Paid within 30 days  | \$45                 |
| • Parked in handicap zone  |                      |
| ➤ Paid within 7 days   | \$50                 |

|   |                            |
|---|----------------------------|
| ➤ Paid within 14 days   | \$100                      |
| ➤ Paid within 30 days   | \$100                      |
| • Parked within 15 feet of fire hydrant   |                            |
| ➤ Paid within 7 days  | \$15                       |
| ➤ Paid within 14 days   | \$30                       |
| ➤ Paid within 30 days   | \$45                       |
| • Parking over 12 inches from curb  |                            |
| ➤ Paid within 7 days  | \$15                       |
| ➤ Paid within 14 days   | \$30                       |
| ➤ Paid within 30 days   | \$45                       |
| • Parked over legal limit in areas other than business districts defined in sec. 33-37  |                            |
| ➤ Paid within 7 days  | \$15                       |
| ➤ Paid within 14 days   | \$30                       |
| ➤ Paid within 30 days   | \$45                       |
| • Parked over legal limit in business districts defined in sec. 33-37 – 3 <sup>rd</sup> & subsequent violations in each calendar year   |                            |
| ➤ Paid within 7 days  | \$15                       |
| ➤ Paid within 14 days   | \$30                       |
| ➤ Paid within 30 days   | \$45                       |
| • Parking of a truck or commercial vehicle with a gross weight in excess of 5 tons or in excess of 22 feet in length in violation of the provisions of section 5.61 of the Uniform Traffic Code                                   |                            |
| ➤ Paid within 7 days  | \$25                       |
| ➤ Paid within 14 days   | \$50                       |
| ➤ Paid within 30 days   | \$75                       |
| <b>14. VIOLATIONS/FINES</b>   |                            |
| • Bonfire permit  | \$0                        |
| • Misdemeanor “see ordinance/code under (b)”  | \$500 + other stipulations |
| • Municipal civil infraction  |                            |
| ➤ First offense   | \$50                       |
| ➤ Second offense  | \$250                      |
| ➤ Third or subsequent repeat offenses   | \$500                      |
| • Municipal civil infraction – loose dogs   |                            |
| Code states: If the dog was impounded by any police officer or other authorized employee of the city, the owner shall pay the additional sum to the city to reimburse for said expense as prescribed by resolution of the council | \$50 + pound fees          |
| <b>15. PUBLIC SERVICES</b>  |                            |
| • Copies of building plans/blueprints   | Per page \$10              |
| • Mowing  | Cost + \$100               |
| • Right of way permit   |                            |
| ➤ Inspection fee  | <del>\$30</del> \$50       |
| • Snow removal  | Cost + \$100               |
| • METRO Act permit application fee  | Per statute                |

I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of June 2~~4~~<sup>0</sup>, 202~~2~~<sup>3</sup>.

\_\_\_\_\_  
Amy K. Kirkland, City Clerk



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

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# ***MEMORANDUM***

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DATE: June 14, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Fiscal Year Ending 6-30-2023 – 12 Month Budget Amendments

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Please find attached FY 2022-2023 budget amendments. These amendments are necessary to be compliant with City of Owosso charter (Chapter 8) and Public Act 2 of 1968 (MCL 141.434 - 141.437).

## **SUMMARY**

### **General Fund (101)**

Building and Safety: Costs associated with demolition of blighted property.

Leaf and Brush Collection: Equipment / fleet rental charges

Parks: Equipment / fleet rental charges

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

Snow and Ice Control: Operating supplies and equipment / fleet rental charges

Tree Trimming: Equipment / fleet rental charges

Trunkline Traffic Signs: Operating supplies (signs)

Trunkline Snow & Ice Control: Equipment / fleet rental charges

### **OMS/DD Revolving Loan Fund (239)**

Revenue: Interest charged on new loans

General Services: Fire suppression/architecture services grant

**OBRA #12 Woodward Loft (243)**

Capital Outlay: Reimbursement to water fund per BRA plan amendment

**Downtown Development Authority Fund (248)**

DDA reviewed and approved their budget amendments at their June 7, 2023 meeting.

**Building Inspection Fund (249)**

Revenue: Marijuana license fees and permit fees

**Housing & Redevelopment Fund (254)**

The increases are associated with the rental rehabilitation project at 114-116 Main Street.

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

Revenue: Local community stabilization funds from the state of Michigan and earned interest.

**OBRA-Dist#16 Qdoba (276)**

Revenue: Contribution from property owner required to cover loan payment to EGLE.

**ARPA – American Rescue Plan Act Fund (287)**

Revenue: Actual amount of revenue spent per city council approved projects and earned interest.

**Historical Sites Fund (297)**

Revenue: Actual sales and private donations are higher than budgeted.  
Gould House: Improvement and maintenance projects at the property.

**Capital Projects-Building Authority (469)**

Capital Outlay: City Clerk furniture project and IT room extinguisher upgrade.

**Capital Projects Fund – Downtown (494)**

Expenses are associated with downtown plaza improvement project.

**Water Fund (591)**

General Services: Depreciation expense.  
Capital Outlay: Watermain replacement project (DWRF 7491.01)

### **Fleet Maintenance Fund (661)**

Revenue: Charges from other departments (equipment rental / fleet expenses)

Fleet Maintenance: Depreciation expenses

### **Special Assessment Funds**

2018 – The city cashed out stocks being used pay off an old street assessment.

The remaining funds have additional revenue due to property owners paying off entire assessments and or earned interest.

### **RECOMMENDATION:**

Adopt Fiscal Year Ending 6-30-2023 fourth quarter / 12-month budget amendments as presented.

**RESOLUTION NO.**

**GENERAL APPROPRIATIONS ACT (BUDGET)  
12 MONTH BUDGET AMENDMENTS FOR FYE 06-30-2023**

**WHEREAS**, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council received the proposed budget for the fiscal year beginning July 1, 2022 and held a public hearing on May 2, 2022, and;

**WHEREAS**, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council approved the budget for the fiscal year beginning July 1, 2022 on May 16, 2022; and

**WHEREAS**, pursuant to Chapter 8, Section 6 of the Owosso City Charter, the City Council received three-month budget amendments for the fiscal year beginning July 1, 2022 and adopted them on November 7, 2022; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED THAT** the City Council of the City of Owosso hereby adopts the amended fiscal year 2022 – 2023 budget with twelve-month budget amendments as shown below:

**Section 1: Estimated Expenditures**

The following amounts are hereby amended for the operations of the City Government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

**General Fund Expenditures**

|                      |                           |           |
|----------------------|---------------------------|-----------|
| APPROPRIATIONS       |                           |           |
| 101                  | CITY COUNCIL              | 6,800     |
| 171                  | CITY MANAGER              | 278,461   |
| 201                  | FINANCE                   | 259,766   |
| 210                  | CITY ATTORNEY             | 120,000   |
| 215                  | CLERK                     | 396,533   |
| 228                  | INFORMATION & TECHNOLOGY  | 261,225   |
| 253                  | TREASURY                  | 170,714   |
| 257                  | ASSESSING                 | 206,991   |
| 261                  | GENERAL ADMIN             | 311,349   |
| 265                  | BUILDING & GROUNDS        | 151,994   |
| 270                  | HUMAN RESOURCES           | 203,121   |
| 301                  | POLICE                    | 2,811,696 |
| 336                  | FIRE                      | 2,353,902 |
| 371                  | BUILDING AND SAFETY       | 70,305    |
| 441                  | PUBLIC WORKS              | 640,479   |
| 528                  | LEAF AND BRUSH COLLECTION | 284,419   |
| 585                  | PARKING                   | 36,923    |
| 720                  | COMMUNITY DEVELOPMENT     | 70,638    |
| 751                  | PARKS                     | 304,597   |
| 966                  | TRANSFERS OUT             | 194,532   |
|                      |                           | -----     |
| TOTAL APPROPRIATIONS |                           | 9,134,445 |



**Major Streets Fund Expenditures**

APPROPRIATIONS

|                      |                               |           |
|----------------------|-------------------------------|-----------|
| 451                  | CONSTRUCTION                  | 263,449   |
| 463                  | STREET MAINTENANCE            | 306,875   |
| 473                  | BRIDGE MAINTENANCE            | 12,359    |
| 474                  | TRAFFIC SERVICES-MAINTENANCE  | 20,506    |
| 478                  | SNOW & ICE CONTROL            | 172,107   |
| 480                  | TREE TRIMMING                 | 83,957    |
| 482                  | ADMINISTRATION & ENGINEERING  | 192,884   |
| 485                  | LOCAL STREET TRANSFER         | 350,000   |
| 486                  | TRUNKLINE SURFACE MAINTENANCE | 598,657   |
| 488                  | TRUNKLINE SWEEPING & FLUSHING | 3,662     |
| 490                  | TRUNKLINE TREE TRIM & REMOVAL | 177       |
| 491                  | TRUNKLINE STORM DRAIN, CURBS  | 1,630     |
| 492                  | TRUNKLINE ROADSIDE CLEANUP    | 169       |
| 494                  | TRUNKLINE TRAFFIC SIGNS       | 867       |
| 497                  | TRUNKLINE SNOW & ICE CONTROL  | 32,327    |
| TOTAL APPROPRIATIONS |                               | 2,039,626 |

**Local Streets Fund Expenditures**

APPROPRIATIONS

|                      |                              |           |
|----------------------|------------------------------|-----------|
| 451                  | CONSTRUCTION                 | 383,000   |
| 463                  | STREET MAINTENANCE           | 431,563   |
| 474                  | TRAFFIC SERVICES-MAINTENANCE | 6,447     |
| 478                  | SNOW & ICE CONTROL           | 83,498    |
| 480                  | TREE TRIMMING                | 140,260   |
| 482                  | ADMINISTRATION & ENGINEERING | 104,786   |
| TOTAL APPROPRIATIONS |                              | 1,149,554 |

**Park/Recreation Sites Expenditures**

APPROPRIATIONS

|                      |       |        |
|----------------------|-------|--------|
| 751                  | PARKS | 76,004 |
| TOTAL APPROPRIATIONS |       | 76,004 |

**OMS/DDA Revolving Loan Fund Expenditures**

APPROPRIATIONS

|                      |              |        |
|----------------------|--------------|--------|
| 200                  | GEN SERVICES | 24,519 |
| TOTAL APPROPRIATIONS |              | 24,519 |

**Downtown Development Authority Fund Expenditures**

APPROPRIATIONS

|     |               |         |
|-----|---------------|---------|
| 200 | GEN SERVICES  | 135,099 |
| 261 | GENERAL ADMIN | 98,376  |

|                      |                        |         |
|----------------------|------------------------|---------|
| 704                  | ORGANIZATION           | 2,550   |
| 705                  | PROMOTION              | 18,002  |
| 706                  | DESIGN                 | 3,000   |
| 707                  | ECONOMIC RESTRUCTURING | 48,000  |
| 901                  | CAPITAL OUTLAY         | 7,800   |
| 905                  | DEBT SERVICE           | 78,932  |
| TOTAL APPROPRIATIONS |                        | 391,759 |

**Building Inspection Expenditures**

|                      |                     |         |
|----------------------|---------------------|---------|
| APPROPRIATIONS       |                     |         |
| 200                  | GEN SERVICES        | 96,310  |
| 371                  | BUILDING AND SAFETY | 157,122 |
| TOTAL APPROPRIATIONS |                     | 253,432 |

**Housing & Redevelopment Expenditures**

|                      |              |        |
|----------------------|--------------|--------|
| APPROPRIATIONS       |              |        |
| 200                  | GEN SERVICES | 62,500 |
| TOTAL APPROPRIATIONS |              | 62,500 |

**ARPA – American Rescue Plan Act Fund Expenditures**

|                      |               |         |
|----------------------|---------------|---------|
| APPROPRIATIONS       |               |         |
| 966                  | TRANSFERS OUT | 158,100 |
| TOTAL APPROPRIATIONS |               | 158,100 |

**Historical Commission Fund Expenditures**

|                      |                       |        |
|----------------------|-----------------------|--------|
| APPROPRIATIONS       |                       |        |
| 797                  | HISTORICAL COMMISSION | 24,886 |
| 798                  | CASTLE                | 13,798 |
| 799                  | GOULD HOUSE           | 20,320 |
| 800                  | COMSTOCK/WOODARD      | 500    |
| TOTAL APPROPRIATIONS |                       | 59,504 |

**General Obligation Debt Fund Expenditures**

|                      |              |         |
|----------------------|--------------|---------|
| APPROPRIATIONS       |              |         |
| 905                  | DEBT SERVICE | 791,950 |
| TOTAL APPROPRIATIONS |              | 791,950 |

**Capital Projects Expenditures**

|                      |         |         |
|----------------------|---------|---------|
| APPROPRIATIONS       |         |         |
| 000                  | REVENUE | 265,002 |
| TOTAL APPROPRIATIONS |         | 265,002 |

**Capital Projects – Building Authority Fund**

|                      |                |        |
|----------------------|----------------|--------|
| APPROPRIATIONS       |                |        |
| 901                  | CAPITAL OUTLAY | 27,500 |
|                      |                | -----  |
| TOTAL APPROPRIATIONS |                | 27,500 |

**Capital Projects Fund -- Downtown**

|                      |                |        |
|----------------------|----------------|--------|
| APPROPRIATIONS       |                |        |
| 271                  | ADMINISTRATIVE | 1,027  |
| 966                  | TRANSFERS OUT  | 33,277 |
|                      |                | -----  |
| TOTAL APPROPRIATIONS |                | 34,304 |

**Transportation Fund Expenditures**

|                      |              |        |
|----------------------|--------------|--------|
| APPROPRIATIONS       |              |        |
| 200                  | GEN SERVICES | 62,864 |
|                      |              | -----  |
| TOTAL APPROPRIATIONS |              | 62,864 |

**Sewer Fund Expenditures**

|                      |                  |           |
|----------------------|------------------|-----------|
| APPROPRIATIONS       |                  |           |
| 200                  | GEN SERVICES     | 2,266,200 |
| 549                  | SEWER OPERATIONS | 226,910   |
| 901                  | CAPITAL OUTLAY   | 485,000   |
| 905                  | DEBT SERVICE     | 133,809   |
|                      |                  | -----     |
| TOTAL APPROPRIATIONS |                  | 3,111,919 |

**Water Fund Expenditures**

|                      |                   |           |
|----------------------|-------------------|-----------|
| APPROPRIATIONS       |                   |           |
| 200                  | GEN SERVICES      | 1,832,134 |
| 552                  | WATER UNDERGROUND | 2,718,783 |
| 553                  | WATER FILTRATION  | 1,833,273 |
| 901                  | CAPITAL OUTLAY    | 2,515,204 |
| 905                  | DEBT SERVICE      | 884,915   |
|                      |                   | -----     |
| TOTAL APPROPRIATIONS |                   | 9,784,309 |

**Waste Water Treatment Fund Expenditures**

|                      |                       |           |
|----------------------|-----------------------|-----------|
| APPROPRIATIONS       |                       |           |
| 200                  | GEN SERVICES          | 29,787    |
| 548                  | WASTEWATER OPERATIONS | 2,186,140 |
| 901                  | CAPITAL OUTLAY        | 5,007,434 |
| 905                  | DEBT SERVICE          | 140,293   |
|                      |                       | -----     |
| TOTAL APPROPRIATIONS |                       | 7,363,654 |

**Fleet Fund Expenditures**

APPROPRIATIONS

|                      |                   |           |
|----------------------|-------------------|-----------|
| 594                  | FLEET MAINTENANCE | 961,069   |
| 901                  | CAPITAL OUTLAY    | 390,200   |
| TOTAL APPROPRIATIONS |                   | 1,351,269 |

**Brownfield Redevelopment Authority Funds Expenditures**

Fund 243 - OBRA #12 WOODWARD LOFT

APPROPRIATIONS

|                      |                       |         |
|----------------------|-----------------------|---------|
| 721                  | PROFESSIONAL SERVICES | 1,000   |
| 901                  | CAPITAL OUTLAY        | 50,000  |
| 964                  | TAX REIMBURSEMENTS    | 124,349 |
| TOTAL APPROPRIATIONS |                       | 175,349 |

Fund 259 - OBRA-DIST#15 -ARMORY BUILDING

APPROPRIATIONS

|                      |                       |        |
|----------------------|-----------------------|--------|
| 721                  | PROFESSIONAL SERVICES | 5,655  |
| 964                  | TAX REIMBURSEMENTS    | 38,917 |
| TOTAL APPROPRIATIONS |                       | 44,572 |

Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)

APPROPRIATIONS

|                      |                       |         |
|----------------------|-----------------------|---------|
| 721                  | PROFESSIONAL SERVICES | 11,369  |
| 905                  | DEBT SERVICE          | 167,999 |
| TOTAL APPROPRIATIONS |                       | 179,368 |

Fund 273 - OBRA #9 ROBBINS LOFT

APPROPRIATIONS

|                      |                       |       |
|----------------------|-----------------------|-------|
| 721                  | PROFESSIONAL SERVICES | 1,200 |
| TOTAL APPROPRIATIONS |                       | 1,200 |

Fund 276 - OBRA FUND DISTRICT #16 - QDOBA

APPROPRIATIONS

|                      |                       |        |
|----------------------|-----------------------|--------|
| 721                  | PROFESSIONAL SERVICES | 550    |
| 905                  | DEBT SERVICE          | 28,172 |
| TOTAL APPROPRIATIONS |                       | 28,722 |

Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL

APPROPRIATIONS

|                      |                       |       |
|----------------------|-----------------------|-------|
| 721                  | PROFESSIONAL SERVICES | 1,000 |
| 901                  | CAPITAL OUTLAY        |       |
| TOTAL APPROPRIATIONS |                       | 1,000 |

Fund 280 – OBRA FUND-DISTRICT #21 – 152 E HOWARD ST

APPROPRIATIONS

|                      |                       |       |
|----------------------|-----------------------|-------|
| 721                  | PROFESSIONAL SERVICES | 4,205 |
| TOTAL APPROPRIATIONS |                       |       |

Fund 283 – OBRA Fund-District #3-TIAL

|                      |                       |        |
|----------------------|-----------------------|--------|
| 721                  | PROFESSIONAL SERVICES | 750    |
| 905                  | DEBT SERVICE          | 22,407 |
| 964                  | TAX REIMBURSEMENTS    |        |
| TOTAL APPROPRIATIONS |                       | 23,157 |

**Special Assessment Funds Expenditures**

Fund 854 – 2009 SPECIAL ASSESSMENT

APPROPRIATIONS

|                      |              |     |
|----------------------|--------------|-----|
| 200                  | GEN SERVICES | 556 |
| TOTAL APPROPRIATIONS |              | 556 |

**Section 2: Estimated Revenues**

The following amounts are hereby amended for revenues of the City Government for the FISCAL YEAR BEGINNING JULY 1, 2022 and ENDING JUNE 30, 2023:

**General Fund Revenues**

|                          |         |           |
|--------------------------|---------|-----------|
| ESTIMATED REVENUES       |         |           |
| 000                      | REVENUE | 9,094,330 |
| TOTAL ESTIMATED REVENUES |         | 9,094,330 |

**Major Streets Fund Revenues**

|                          |         |           |
|--------------------------|---------|-----------|
| ESTIMATED REVENUES       |         |           |
| 000                      | REVENUE | 2,340,337 |
| TOTAL ESTIMATED REVENUES |         | 2,340,337 |

**Local Streets Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 992,141 |
| TOTAL ESTIMATED REVENUES |         | 992,141 |

**Parks and Recreation Sites Fund Revenues**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 10,800 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 10,800 |

**OMS/DDA Revolving Loan Fund Revenues**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 31,344 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 31,344 |

**Downtown Development Authority Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 362,929 |
|                          |         | -----   |
| TOTAL ESTIMATED REVENUES |         | 362,929 |

**Building Inspection Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 290,488 |
|                          |         | -----   |
| TOTAL ESTIMATED REVENUES |         | 290,488 |

**Housing & Redevelopment Fund Revenue**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 22,790 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 22,790 |

**Opioid Settlement Fund Revenues**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 20,737 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 20,737 |

**ARPA – American Rescue Plan Act Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 196,544 |
|                          |         | -----   |
| TOTAL ESTIMATED REVENUES |         | 196,544 |

**Historical Commission Fund Revenues**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 52,229 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 52,229 |

**Debt Service Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 857,837 |
|                          |         | -----   |
| TOTAL ESTIMATED REVENUES |         | 857,837 |

**Capital Project Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 148,026 |
|                          |         | -----   |
| TOTAL ESTIMATED REVENUES |         | 148,026 |

**Capital Projects Building Authority Fund Revenues**

|                          |         |       |
|--------------------------|---------|-------|
| ESTIMATED REVENUES       |         |       |
| 000                      | REVENUE | 890   |
|                          |         | ----- |
| TOTAL ESTIMATED REVENUES |         | 890   |

**Capital Projects Fund Downtown Revenues**

|                          |         |       |
|--------------------------|---------|-------|
| ESTIMATED REVENUES       |         |       |
| 000                      | REVENUE | 508   |
|                          |         | ----- |
| TOTAL ESTIMATED REVENUES |         | 508   |

**Transportation Fund Revenues**

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 46,699 |
|                          |         | -----  |
| TOTAL ESTIMATED REVENUES |         | 46,699 |

**Sewer Fund Revenues**

|                          |         |           |
|--------------------------|---------|-----------|
| ESTIMATED REVENUES       |         |           |
| 000                      | REVENUE | 2,854,377 |
|                          |         | -----     |
| TOTAL ESTIMATED REVENUES |         | 2,854,377 |

**Water Fund Revenues**

|                          |         |           |
|--------------------------|---------|-----------|
| ESTIMATED REVENUES       |         |           |
| 000                      | REVENUE | 8,052,314 |
|                          |         | -----     |
| TOTAL ESTIMATED REVENUES |         | 8,052,314 |

**Waste Water Treatment Fund Revenues**

|                          |         |           |
|--------------------------|---------|-----------|
| ESTIMATED REVENUES       |         |           |
| 000                      | REVENUE | 7,114,334 |
|                          |         | -----     |
| TOTAL ESTIMATED REVENUES |         | 7,114,334 |

**Fleet Fund Revenues**

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 955,298 |
| TOTAL ESTIMATED REVENUES |         | 955,298 |

**Brownfield Development Authority Funds Revenue**

Fund 243 - OBRA #12 WOODWARD LOFT

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 128,807 |
| TOTAL ESTIMATED REVENUES |         | 128,807 |

Fund 259 - OBRA-DIST#15 -ARMORY BUILDING

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 44,709 |
| TOTAL ESTIMATED REVENUES |         | 44,709 |

Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)

|                          |         |         |
|--------------------------|---------|---------|
| ESTIMATED REVENUES       |         |         |
| 000                      | REVENUE | 188,331 |
| TOTAL ESTIMATED REVENUES |         | 188,331 |

Fund 273 - OBRA #9 ROBBINS LOFT

|                          |         |       |
|--------------------------|---------|-------|
| ESTIMATED REVENUES       |         |       |
| 000                      | REVENUE | 4,955 |
| TOTAL ESTIMATED REVENUES |         | 4,955 |

Fund 276 - OBRA FUND DISTRICT #16 - QDOBA

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 28,186 |
| TOTAL ESTIMATED REVENUES |         | 28,186 |

Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL

|                          |         |        |
|--------------------------|---------|--------|
| ESTIMATED REVENUES       |         |        |
| 000                      | REVENUE | 51,180 |
| TOTAL ESTIMATED REVENUES |         | 51,180 |



Fund 280 - OBRA FUND-DISTRICT #21 - 152 E HOWARD ST

ESTIMATED REVENUES

|                          |         |       |
|--------------------------|---------|-------|
| 000                      | REVENUE | 9,005 |
| TOTAL ESTIMATED REVENUES |         | 9,005 |

Fund 283 - OBRA FUND-DISTRICT#3-TIAL

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 29,013 |
| TOTAL ESTIMATED REVENUES |         | 29,013 |

**Special Assessment Fund Revenues**

Fund 854 - 2009 SPECIAL ASSESSMENT

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 38,694 |
| TOTAL ESTIMATED REVENUES |         | 38,694 |

Fund 858 - 2013 SPECIAL ASSESSMENT

ESTIMATED REVENUES

|                          |         |       |
|--------------------------|---------|-------|
| 000                      | REVENUE | 1,195 |
| TOTAL ESTIMATED REVENUES |         | 1,195 |

Fund 864 - 2016 SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |       |
|--------------------------|---------|-------|
| 000                      | REVENUE | 4,414 |
| TOTAL ESTIMATED REVENUES |         | 4,414 |

Fund 865 - 2017 SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 19,323 |
| TOTAL ESTIMATED REVENUES |         | 19,323 |

Fund 866 - 2018 SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 73,824 |
| TOTAL ESTIMATED REVENUES |         | 73,824 |

Fund 867 - 2019 SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 28,598 |
| TOTAL ESTIMATED REVENUES |         | 28,598 |

Fund 868 - 2020 SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 29,870 |
| TOTAL ESTIMATED REVENUES |         | 29,870 |

Fund 869 – 2021-20XX SPECIAL ASSESSMENTS

ESTIMATED REVENUES

|                          |         |        |
|--------------------------|---------|--------|
| 000                      | REVENUE | 53,182 |
| TOTAL ESTIMATED REVENUES |         | 53,182 |

**Section 3: Adoption of Amended Budget by Reference**

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

**Section 4: City Council Adoption**

## BUDGET REPORT

Calculations as of 06/30/23

06/14/2023

BUDGET REPORT FOR CITY OF OWOSSO  
Calculations as of 06/30/2023

| DEPARTMENT               | DESCRIPTION               | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|--------------------------|---------------------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| ESTIMATED REVENUES       |                           |                                    |                                   |   |   |  |                           |
| 000                      | REVENUE                   | 9,043,568                          | 9,207,784                         | 8,348,642                                 | 9,094,330                                       | (113,454)                              | -1%                       |
| TOTAL ESTIMATED REVENUES |                           | 9,043,568                          | 9,207,784                         | 8,348,642                                 | 9,094,330                                       | (113,454)                              | -1%                       |
| APPROPRIATIONS           |                           |                                    |                                   |   |   |  |                           |
| 101                      | CITY COUNCIL              | 6,800                              | 6,800                             | 4,163                                     | 6,800   | 0                                      | 0%                        |
| 171                      | CITY MANAGER              | 273,386                            | 273,147                           | 257,286                                   | 278,461   | 5,314                                  | 2%                        |
| 201                      | FINANCE                   | 304,153                            | 268,075                           | 204,638                                   | 259,766   | (8,309)                                | -3%                       |
| 210                      | CITY ATTORNEY             | 120,000                            | 120,000                           | 89,937                                    | 120,000   | 0                                      | 0%                        |
| 215                      | CLERK                     | 332,593                            | 394,533                           | 356,890                                   | 396,533   | 2,000                                  | 1%                        |
| 228                      | INFORMATION & TECHNOLOGY  | 261,225                            | 261,225                           | 160,055                                   | 261,225   | 0                                      | 0%                        |
| 253                      | TREASURY                  | 170,218                            | 170,185                           | 149,778                                   | 170,714   | 529                                    | 0%                        |
| 257                      | ASSESSING                 | 204,537                            | 206,981                           | 182,201                                   | 206,991   | 10                                     | 0%                        |
| 261                      | GENERAL ADMIN             | 272,659                            | 299,771                           | 289,679                                   | 311,349   | 11,578                                 | 4%                        |
| 265                      | BUILDING & GROUNDS        | 125,947                            | 143,347                           | 142,501                                   | 151,994   | 8,647                                  | 6%                        |
| 270                      | HUMAN RESOURCES           | 204,517                            | 200,793                           | 175,883                                   | 203,121   | 2,328                                  | 1%                        |
| 301                      | POLICE                    | 2,825,081                          | 2,803,542                         | 2,485,118                                 | 2,811,696                                       | 8,154                                  | 0%                        |
| 336                      | FIRE                      | 2,305,188                          | 2,340,536                         | 1,986,351                                 | 2,353,902                                       | 13,366                                 | 1%                        |
| 371                      | BUILDING AND SAFETY       | 300,766                            | 52,610                            | 58,835                                    | 70,305  | 17,695                                 | 34%                       |
| 441                      | PUBLIC WORKS              | 776,165                            | 638,216                           | 487,191                                   | 640,479   | 2,263                                  | 0%                        |
| 528                      | LEAF AND BRUSH COLLECTION | 202,397                            | 247,558                           | 260,763                                   | 284,419   | 36,861                                 | 15%                       |
| 585                      | PARKING                   | 24,950                             | 39,250                            | 31,403                                    | 36,923  | (2,327)                                | -6%                       |
| 720                      | COMMUNITY DEVELOPMENT     | 103,370                            | 70,611                            | 45,999                                    | 70,638  | 27                                     | 0%                        |
| 751                      | PARKS                     | 203,916                            | 246,947                           | 247,946                                   | 304,597   | 57,650                                 | 23%                       |
| 966                      | TRANSFERS OUT             | 56,971                             | 297,612                           | 183,183                                   | 194,532   | (103,080)                              | -35%                      |
| TOTAL APPROPRIATIONS     |                           | 9,074,839                          | 9,081,739                         | 7,799,800                                 | 9,134,445                                       | 52,706                                 | 1%                        |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|-------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| NET OF REVENUES/APPROPRIATIONS - FUND 101 |             | (31,271)                           | 126,045                           | 548,842                                   | (40,115)  |  |                           |
| BEGINNING FUND BALANCE                    |             | 7,343,643                          | 7,343,643                         | 7,343,643                                 | 7,343,643                                       |  |                           |
| FUND BALANCE ADJUSTMENTS                  |             | (639,173)                          | (639,173)                         | (639,173)                                 | (639,173)                                       |  |                           |
| ENDING FUND BALANCE                       |             | 6,673,199                          | 6,830,515                         | 7,253,312                                 | 6,664,355                                       |  |                           |

## Fund 202 - MAJOR STREET FUND

## ESTIMATED REVENUES

|                          |         |           |           |           |           |        |    |
|--------------------------|---------|-----------|-----------|-----------|-----------|--------|----|
| 000                      | REVENUE | 1,596,167 | 2,308,412 | 1,988,754 | 2,340,337 | 31,925 | 1% |
| TOTAL ESTIMATED REVENUES |         | 1,596,167 | 2,308,412 | 1,988,754 | 2,340,337 | 31,925 | 1% |

## APPROPRIATIONS

|   |                               |           |           |           |           |          |      |
|---|-------------------------------|-----------|-----------|-----------|-----------|----------|------|
| 451                                       | CONSTRUCTION                  | 260,500   | 263,449   | 23,986    | 263,449   | 0        | 0%   |
| 463                                       | STREET MAINTENANCE            | 272,066   | 309,507   | 159,879   | 306,875   | (2,632)  | -1%  |
| 473                                       | BRIDGE MAINTENANCE            | 12,140    | 12,359    | 1,680     | 12,359    | 0        | 0%   |
| 474                                       | TRAFFIC SERVICES-MAINTENANCE  | 20,506    | 20,506    | 18,565    | 20,506    | 0        | 0%   |
| 478                                       | SNOW & ICE CONTROL            | 131,778   | 152,880   | 148,296   | 172,107   | 19,227   | 13%  |
| 480                                       | TREE TRIMMING                 | 60,568    | 69,543    | 58,841    | 83,957    | 14,414   | 21%  |
| 482                                       | ADMINISTRATION & ENGINEERING  | 180,538   | 192,819   | 134,845   | 192,884   | 65       | 0%   |
| 485                                       | LOCAL STREET TRANSFER         | 350,000   | 350,000   | 240,575   | 350,000   | 0        | 0%   |
| 486                                       | TRUNKLINE SURFACE MAINTENANCE | 2,641     | 671,742   | 598,320   | 598,657   | (73,085) | -11% |
| 488                                       | TRUNKLINE SWEEPING & FLUSHING | 3,662     | 3,662     | 625       | 3,662     | 0        | 0%   |
| 490                                       | TRUNKLINE TREE TRIM & REMOVAL | 177       | 177       | 157       | 177       | 0        | 0%   |
| 491                                       | TRUNKLINE STORM DRAIN, CURBS  | 1,380     | 1,630     | 1,122     | 1,630     | 0        | 0%   |
| 492                                       | TRUNKLINE ROADSIDE CLEANUP    | 169       | 169       | 457       | 169       | 0        | 0%   |
| 494                                       | TRUNKLINE TRAFFIC SIGNS       | 564       | 564       | 621       | 867       | 303      | 54%  |
| 497                                       | TRUNKLINE SNOW & ICE CONTROL  | 27,752    | 27,752    | 27,867    | 32,327    | 4,575    | 16%  |
| TOTAL APPROPRIATIONS                      |                               | 1,324,441 | 2,076,759 | 1,415,836 | 2,039,626 | (37,133) | -2%  |
| NET OF REVENUES/APPROPRIATIONS - FUND 202 |                               | 271,726   | 231,653   | 572,918   | 300,711   |          |      |
| BEGINNING FUND BALANCE                    |                               | 2,171,175 | 2,171,175 | 2,171,175 | 2,171,175 |          |      |
| ENDING FUND BALANCE                       |                               | 2,442,901 | 2,402,828 | 2,744,093 | 2,471,886 |          |      |

## BUDGET REPORT

Calculations as of 06/30/23

|   |                              | A         | B         | C             | D                | E           | F          |
|---|------------------------------|-----------|-----------|---------------|------------------|-------------|------------|
|   |                              | 2022-23   | 2022-23   | 2022-23       | 2022-23          | Quarterly   |            |
| DEPARTMENT                                | DESCRIPTION                  | ORIGINAL  | AMENDED   | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
|   |                              | BUDGET    | BUDGET    | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| Fund 203 - LOCAL STREET FUND              |                              |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |                              |           |           |               |                  |             |            |
| 000                                       | REVENUE                      | 920,448   | 920,448   | 754,669       | 992,141          | 71,693      | 8%         |
| TOTAL ESTIMATED REVENUES                  |                              | 920,448   | 920,448   | 754,669       | 992,141          | 71,693      | 8%         |
|   |                              |           |           |               |                  |             |            |
| APPROPRIATIONS                            |                              |           |           |               |                  |             |            |
| 451                                       | CONSTRUCTION                 | 382,500   | 382,500   | 10,439        | 383,000          | 500         | 0%         |
| 463                                       | STREET MAINTENANCE           | 403,388   | 434,414   | 316,495       | 431,563          | (2,851)     | -1%        |
| 474                                       | TRAFFIC SERVICES-MAINTENANCE | 6,447     | 6,447     | 3,385         | 6,447            | 0           | 0%         |
| 478                                       | SNOW & ICE CONTROL           | 65,397    | 73,505    | 72,794        | 83,498           | 9,993       | 14%        |
| 480                                       | TREE TRIMMING                | 81,363    | 96,605    | 120,220       | 140,260          | 43,655      | 45%        |
| 482                                       | ADMINISTRATION & ENGINEERING | 91,835    | 104,709   | 82,094        | 104,786          | 77          | 0%         |
| TOTAL APPROPRIATIONS                      |                              | 1,030,930 | 1,098,180 | 605,427       | 1,149,554        | 51,374      | 5%         |
| NET OF REVENUES/APPROPRIATIONS - FUND 203 |                              | (110,482) | (177,732) | 149,242       | (157,413)        |             |            |
| BEGINNING FUND BALANCE                    |                              | 1,241,228 | 1,241,228 | 1,241,228     | 1,241,228        |             |            |
| ENDING FUND BALANCE                       |                              | 1,130,746 | 1,063,496 | 1,390,470     | 1,083,815        |             |            |
| Fund 208 - PARK/RECREATION SITES FUND     |                              |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |                              |           |           |               |                  |             |            |
| 000                                       | REVENUE                      | 47,800    | 10,050    | 10,802        | 10,800           | 750         | 7%         |
| TOTAL ESTIMATED REVENUES                  |                              | 47,800    | 10,050    | 10,802        | 10,800           | 750         | 7%         |
|   |                              |           |           |               |                  |             |            |
| APPROPRIATIONS                            |                              |           |           |               |                  |             |            |
| 751                                       | PARKS                        | 47,800    | 75,900    | 60,454        | 76,004           | 104         | 0%         |
| TOTAL APPROPRIATIONS                      |                              | 47,800    | 75,900    | 60,454        | 76,004           | 104         | 0%         |
| NET OF REVENUES/APPROPRIATIONS - FUND 208 |                              |           | (65,850)  | (49,652)      | (65,204)         |             |            |
| BEGINNING FUND BALANCE                    |                              | 81,214    | 81,214    | 81,214        | 81,214           |             |            |
| ENDING FUND BALANCE                       |                              | 81,214    | 15,364    | 31,562        | 16,010           |             |            |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION           | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|-----------------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| Fund 239 - OMS/DDA REVLG LOAN FUND        |                       |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                        |                       |                                    |                                   |   |   |  |                           |
| 000                                       | REVENUE               | 145,355                            | 18,923                            | 55,086                                    | 31,344  | 12,421                                 | 66%                       |
| TOTAL ESTIMATED REVENUES                  |                       | 145,355                            | 18,923                            | 55,086                                    | 31,344  | 12,421                                 | 66%                       |
|   |                       |                                    |                                   |   |   |  |                           |
| APPROPRIATIONS                            |                       |                                    |                                   |   |   |  |                           |
| 000                                       | REVENUE               | 2,914                              |                                   |   |   | 0                                      |                           |
| 200                                       | GEN SERVICES          | 1,571                              | 4,485                             | 24,500                                    | 24,519  | 20,034                                 | 447%                      |
| TOTAL APPROPRIATIONS                      |                       | 4,485                              | 4,485                             | 24,500                                    | 24,519  | 20,034                                 | 447%                      |
| NET OF REVENUES/APPROPRIATIONS - FUND 239 |                       | 140,870                            | 14,438                            | 30,586                                    | 6,825   |  |                           |
| BEGINNING FUND BALANCE                    |                       | 1,128,925                          | 1,128,925                         | 1,128,925                                 | 1,128,925                                       |  |                           |
| ENDING FUND BALANCE                       |                       | 1,269,795                          | 1,143,363                         | 1,159,511                                 | 1,135,750                                       |  |                           |
|   |                       |                                    |                                   |   |   |  |                           |
| Fund 243 - OBRA #12 WOODWARD LOFT         |                       |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                        |                       |                                    |                                   |   |   |  |                           |
| 000                                       | REVENUE               | 125,349                            | 125,349                           | (69,474)                                  | 128,807   | 3,458                                  | 3%                        |
| TOTAL ESTIMATED REVENUES                  |                       | 125,349                            | 125,349                           | (69,474)                                  | 128,807   | 3,458                                  | 3%                        |
|   |                       |                                    |                                   |   |   |  |                           |
| APPROPRIATIONS                            |                       |                                    |                                   |   |   |  |                           |
| 721                                       | PROFESSIONAL SERVICES | 1,000                              | 1,000                             | 1,000                                     | 1,000   | 0                                      | 0%                        |
| 901                                       | CAPITAL OUTLAY        |                                    | 0                                 | 50,000                                    | 50,000  | 50,000                                 |                           |
| 964                                       | TAX REIMBURSEMENTS    | 124,349                            | 124,349                           |   | 124,349   | 0                                      | 0%                        |
| TOTAL APPROPRIATIONS                      |                       | 125,349                            | 125,349                           | 51,000                                    | 175,349   | 50,000                                 | 40%                       |
| NET OF REVENUES/APPROPRIATIONS - FUND 243 |                       |                                    |                                   | (120,474)                                 | (46,542)  |  |                           |
| BEGINNING FUND BALANCE                    |                       | 122,325                            | 122,325                           | 122,325                                   | 122,325   |  |                           |
| ENDING FUND BALANCE                       |                       | 122,325                            | 122,325                           | 1,851                                     | 75,783  |  |                           |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT | DESCRIPTION | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|------------|-------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
|------------|-------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|

## Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY

## ESTIMATED REVENUES

|                          |         |         |         |         |         |        |     |
|--------------------------|---------|---------|---------|---------|---------|--------|-----|
| 000                      | REVENUE | 311,547 | 311,547 | 346,569 | 362,929 | 51,382 | 16% |
| TOTAL ESTIMATED REVENUES |         | 311,547 | 311,547 | 346,569 | 362,929 | 51,382 | 16% |

## APPROPRIATIONS

|                      |                        |         |         |         |         |         |      |
|----------------------|------------------------|---------|---------|---------|---------|---------|------|
| 200                  | GEN SERVICES           | 81,929  | 81,929  | 104,563 | 135,099 | 53,170  | 65%  |
| 261                  | GENERAL ADMIN          | 94,881  | 94,881  | 64,503  | 98,376  | 3,495   | 4%   |
| 704                  | ORGANIZATION           | 10,000  | 10,000  | 502     | 2,550   | (7,450) | -75% |
| 705                  | PROMOTION              | 19,000  | 19,000  | 14,996  | 18,002  | (998)   | -5%  |
| 706                  | DESIGN                 | 11,600  | 11,600  | 2,056   | 3,000   | (8,600) | -74% |
| 707                  | ECONOMIC RESTRUCTURING | 20,000  | 20,000  | 36,690  | 48,000  | 28,000  | 140% |
| 901                  | CAPITAL OUTLAY         | 1,900   | 1,900   | 7,800   | 7,800   | 5,900   | 311% |
| 905                  | DEBT SERVICE           | 78,432  | 78,432  | 77,932  | 78,932  | 500     | 1%   |
| TOTAL APPROPRIATIONS |                        | 317,742 | 317,742 | 309,042 | 391,759 | 74,017  | 23%  |

## NET OF REVENUES/APPROPRIATIONS - FUND 248

|                          |          |          |          |          |
|--------------------------|----------|----------|----------|----------|
| BEGINNING FUND BALANCE   | (6,195)  | (6,195)  | 37,527   | (28,830) |
| FUND BALANCE ADJUSTMENTS | (12,030) | (12,030) | (12,030) | (12,030) |
| ENDING FUND BALANCE      | 152,278  | 152,278  | 152,278  | 152,278  |
|                          | 134,053  | 134,053  | 177,775  | 111,418  |

## Fund 249 - BUILDING INSPECTION FUND

## ESTIMATED REVENUES

|                          |         |         |         |         |        |     |
|--------------------------|---------|---------|---------|---------|--------|-----|
| 000                      | REVENUE | 207,600 | 287,179 | 290,488 | 82,888 | 40% |
| TOTAL ESTIMATED REVENUES |         | 207,600 | 287,179 | 290,488 | 82,888 | 40% |

**BUDGET REPORT**

Calculations as of 06/30/23

|   |                     | A        | B        | C             | D                | E           | F          |
|---|---------------------|----------|----------|---------------|------------------|-------------|------------|
|   |                     | 2022-23  | 2022-23  | 2022-23       | 2022-23          | Quarterly   |            |
|   |                     | ORIGINAL | AMENDED  | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
| DEPARTMENT                                | DESCRIPTION         | BUDGET   | BUDGET   | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| <hr/>                                     |                     |          |          |               |                  |             |            |
| APPROPRIATIONS                            |                     |          |          |               |                  |             |            |
| 200                                       | GEN SERVICES        |          | 97,407   | 89,121        | 96,310           | (1,097)     | -1%        |
| 371                                       | BUILDING AND SAFETY |          | 157,122  | 140,984       | 157,122          | 0           | 0%         |
|   |                     | <hr/>    |          |               |                  |             |            |
| TOTAL APPROPRIATIONS                      |                     |          | 254,529  | 230,105       | 253,432          | (1,097)     | 0%         |
|   |                     | <hr/>    |          |               |                  |             |            |
| NET OF REVENUES/APPROPRIATIONS - FUND 249 |                     |          | (46,929) | 57,074        | 37,056           |             |            |
| BEGINNING FUND BALANCE                    |                     |          |          |               |                  |             |            |
| FUND BALANCE ADJUSTMENTS                  |                     | 139,173  | 139,173  | 139,173       | 139,173          |             |            |
|   |                     | <hr/>    |          |               |                  |             |            |
| ENDING FUND BALANCE                       |                     | 139,173  | 92,244   | 196,247       | 176,229          |             |            |

Fund 254 - HOUSING & REDEVELOPMENT

ESTIMATED REVENUES

|                          |         |  |  |  |        |        |  |
|--------------------------|---------|--|--|--|--------|--------|--|
| 000                      | REVENUE |  |  |  | 22,790 | 22,790 |  |
| TOTAL ESTIMATED REVENUES |         |  |  |  | 22,790 | 22,790 |  |

APPROPRIATIONS

|                      |              |  |  |     |        |        |  |
|----------------------|--------------|--|--|-----|--------|--------|--|
| 200                  | GEN SERVICES |  |  | 111 | 62,500 | 62,500 |  |
| TOTAL APPROPRIATIONS |              |  |  | 111 | 62,500 | 62,500 |  |

NET OF REVENUES/APPROPRIATIONS - FUND 254

|                        |  |  |  |       |          |          |  |
|------------------------|--|--|--|-------|----------|----------|--|
| BEGINNING FUND BALANCE |  |  |  | (111) | (39,710) | (39,710) |  |
| ENDING FUND BALANCE    |  |  |  | (111) | (39,710) | (39,710) |  |

Fund 259 - OBRA-DIST#15 -ARMORY BUILDING

ESTIMATED REVENUES

|                          |         |        |        |       |        |          |      |
|--------------------------|---------|--------|--------|-------|--------|----------|------|
| 000                      | REVENUE | 74,073 | 74,073 | 5,793 | 44,709 | (29,364) | -40% |
| TOTAL ESTIMATED REVENUES |         | 74,073 | 74,073 | 5,793 | 44,709 | (29,364) | -40% |



## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT  | DESCRIPTION           | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|-----------------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| APPROPRIATIONS                                      |                       |                                    |                                   |   |   |  |                           |
| 721   | PROFESSIONAL SERVICES | 6,500                              | 6,500                             | 5,655                                     | 5,655   | (845)                                  | -13%                      |
| 964   | TAX REIMBURSEMENTS    | 67,573                             | 67,573                            |   | 38,917  | (28,656)                               | -42%                      |
| TOTAL APPROPRIATIONS                                |                       | 74,073                             | 74,073                            | 5,655                                     | 44,572  | (29,501)                               | -40%                      |
| NET OF REVENUES/APPROPRIATIONS - FUND 259           |                       |                                    |                                   | 138                                       | 137   |  |                           |
| BEGINNING FUND BALANCE                              |                       | 4,155                              | 4,155                             | 4,155                                     | 4,155   |  |                           |
| ENDING FUND BALANCE                                 |                       | 4,155                              | 4,155                             | 4,293                                     | 4,292   |  |                           |
| Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8) |                       |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                                  |                       |                                    |                                   |   |   |  |                           |
| 000   | REVENUE               | 184,959                            | 184,959                           | 188,331                                   | 188,331   | 3,372                                  | 2%                        |
| TOTAL ESTIMATED REVENUES                            |                       | 184,959                            | 184,959                           | 188,331                                   | 188,331   | 3,372                                  | 2%                        |
| APPROPRIATIONS                                      |                       |                                    |                                   |   |   |  |                           |
| 721   | PROFESSIONAL SERVICES | 12,000                             | 12,000                            | 10,306                                    | 10,306  | (1,694)                                | -14%                      |
| 905   | DEBT SERVICE          | 190,721                            | 190,721                           | 167,998                                   | 167,998   | (22,723)                               | -12%                      |
| TOTAL APPROPRIATIONS                                |                       | 202,721                            | 202,721                           | 178,304                                   | 178,304   | (24,417)                               | -12%                      |
| NET OF REVENUES/APPROPRIATIONS - FUND 272           |                       | (17,762)                           | (17,762)                          | 10,027                                    | 10,027  |  |                           |
| BEGINNING FUND BALANCE                              |                       | 10,374                             | 10,374                            | 10,374                                    | 10,374  |  |                           |
| ENDING FUND BALANCE                                 |                       | (7,388)                            | (7,388)                           | 20,401                                    | 20,401  |  |                           |
| Fund 273 - OBRA #9 ROBBINS LOFT                     |                       |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                                  |                       |                                    |                                   |   |   |  |                           |
| 000   | REVENUE               | 3,602                              | 3,602                             | 4,955                                     | 4,955   | 1,353                                  | 38%                       |
| TOTAL ESTIMATED REVENUES                            |                       | 3,602                              | 3,602                             | 4,955                                     | 4,955   | 1,353                                  | 38%                       |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION           | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|-----------------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| APPROPRIATIONS                            |                       |                                    |                                   |   |   |  |                           |
| 721                                       | PROFESSIONAL SERVICES | 1,200                              | 1,200                             | 1,200                                     | 1,200   | 0                                      | 0%                        |
| TOTAL APPROPRIATIONS                      |                       | 1,200                              | 1,200                             | 1,200                                     | 1,200   | 0                                      | 0%                        |
| NET OF REVENUES/APPROPRIATIONS - FUND 273 |                       | 2,402                              | 2,402                             | 3,755                                     | 3,755   |  |                           |
| BEGINNING FUND BALANCE                    |                       | 48,009                             | 48,009                            | 48,009                                    | 48,009  |  |                           |
| ENDING FUND BALANCE                       |                       | 50,411                             | 50,411                            | 51,764                                    | 51,764  |  |                           |

## Fund 276 - OBRA FUND DISTRICT #16 - QDOBA

## ESTIMATED REVENUES

|                          |         |        |        |        |        |        |      |
|--------------------------|---------|--------|--------|--------|--------|--------|------|
| 000                      | REVENUE | 10,124 | 10,124 | 28,186 | 28,186 | 18,062 | 178% |
| TOTAL ESTIMATED REVENUES |         | 10,124 | 10,124 | 28,186 | 28,186 | 18,062 | 178% |

## APPROPRIATIONS

|   |                       |          |          |        |        |      |     |
|---|-----------------------|----------|----------|--------|--------|------|-----|
| 721                                       | PROFESSIONAL SERVICES | 560      | 560      | 550    | 550    | (10) | -2% |
| 905                                       | DEBT SERVICE          | 28,172   | 28,172   | 28,171 | 28,172 | 0    | 0%  |
| TOTAL APPROPRIATIONS                      |                       | 28,732   | 28,732   | 28,721 | 28,722 | (10) | 0%  |
| NET OF REVENUES/APPROPRIATIONS - FUND 276 |                       | (18,608) | (18,608) | (535)  | (536)  |      |     |
| BEGINNING FUND BALANCE                    |                       | 8,974    | 8,974    | 8,974  | 8,974  |      |     |
| ENDING FUND BALANCE                       |                       | (9,634)  | (9,634)  | 8,439  | 8,438  |      |     |

## Fund 277 - OBRA FUND DISTRICT #20 - J&amp;H OIL

## ESTIMATED REVENUES

|                          |         |        |        |        |        |       |    |
|--------------------------|---------|--------|--------|--------|--------|-------|----|
| 000                      | REVENUE | 48,463 | 48,463 | 51,180 | 51,180 | 2,717 | 6% |
| TOTAL ESTIMATED REVENUES |         | 48,463 | 48,463 | 51,180 | 51,180 | 2,717 | 6% |

**BUDGET REPORT**

Calculations as of 06/30/23

|  |                       | A        | B       | C             | D                | E           | F          |
|--|-----------------------|----------|---------|---------------|------------------|-------------|------------|
|  |                       | 2022-23  | 2022-23 | 2022-23       | 2022-23          | Quarterly   |            |
|  |                       | ORIGINAL | AMENDED | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
| DEPARTMENT   | DESCRIPTION           | BUDGET   | BUDGET  | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| <b>APPROPRIATIONS</b>                                      |                       |          |         |               |                  |             |            |
| 721  | PROFESSIONAL SERVICES |          |         | 1,000         | 1,000            | 1,000       |            |
| 964  | TAX REIMBURSEMENTS    |          |         | 47,371        | 47,371           | 47,371      |            |
| TOTAL APPROPRIATIONS                                       |                       |          |         | 48,371        | 48,371           | 48,371      |            |
| <b>NET OF REVENUES/APPROPRIATIONS - FUND 277</b>           |                       |          |         |               |                  |             |            |
|  |                       | 48,463   | 48,463  | 2,809         | 2,809            |             |            |
| BEGINNING FUND BALANCE                                     |                       |          |         |               |                  |             |            |
| ENDING FUND BALANCE  |                       | 48,463   | 48,463  | 2,809         | 2,809            |             |            |
| <b>Fund 280 - OBRA FUND-DISTRICT #21 - 152 E HOWARD ST</b> |                       |          |         |               |                  |             |            |
| <b>ESTIMATED REVENUES</b>                                  |                       |          |         |               |                  |             |            |
| 000  | REVENUE               |          |         | 9,005         | 9,005            | 9,005       |            |
| TOTAL ESTIMATED REVENUES                                   |                       |          |         | 9,005         | 9,005            | 9,005       |            |
| <b>APPROPRIATIONS</b>                                      |                       |          |         |               |                  |             |            |
| 721  | PROFESSIONAL SERVICES |          | 4,205   | 4,205         | 4,205            | 0           | 0%         |
| TOTAL APPROPRIATIONS                                       |                       |          | 4,205   | 4,205         | 4,205            | 0           | 0%         |
| <b>NET OF REVENUES/APPROPRIATIONS - FUND 280</b>           |                       |          |         |               |                  |             |            |
|  |                       |          | (4,205) | 4,800         | 4,800            |             |            |
| BEGINNING FUND BALANCE                                     |                       | (4,800)  | (4,800) | (4,800)       | (4,800)          |             |            |
| ENDING FUND BALANCE  |                       | (4,800)  | (9,005) |               |                  |             |            |
| <b>Fund 283 - OBRA FUND-DISTRICT#3-TIAL</b>                |                       |          |         |               |                  |             |            |
| <b>ESTIMATED REVENUES</b>                                  |                       |          |         |               |                  |             |            |
| 000  | REVENUE               | 30,813   | 30,813  | 29,013        | 29,013           | (1,800)     | -6%        |
| TOTAL ESTIMATED REVENUES                                   |                       | 30,813   | 30,813  | 29,013        | 29,013           | (1,800)     | -6%        |

## BUDGET REPORT

Calculations as of 06/30/23

|  |                       | A        | B         | C             | D                | E           | F          |
|--|-----------------------|----------|-----------|---------------|------------------|-------------|------------|
|  |                       | 2022-23  | 2022-23   | 2022-23       | 2022-23          | Quarterly   |            |
|  |                       | ORIGINAL | AMENDED   | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
| DEPARTMENT                                 | DESCRIPTION           | BUDGET   | BUDGET    | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| APPROPRIATIONS                             |                       |          |           |               |                  |             |            |
| 721  | PROFESSIONAL SERVICES | 750      | 750       | 750           | 750              | 0           | 0%         |
| 905  | DEBT SERVICE          | 22,408   | 22,408    | 22,407        | 22,407           | (1)         | 0%         |
| 964  | TAX REIMBURSEMENTS    | 1,147    | 1,147     |               |                  | (1,147)     | -100%      |
| TOTAL APPROPRIATIONS                       |                       | 24,305   | 24,305    | 23,157        | 23,157           | (1,148)     | -5%        |
| NET OF REVENUES/APPROPRIATIONS - FUND 283  |                       |          |           |               |                  |             |            |
|  |                       | 6,508    | 6,508     | 5,856         | 5,856            |             |            |
| BEGINNING FUND BALANCE                     |                       | 3,258    | 3,258     | 3,258         | 3,258            |             |            |
| ENDING FUND BALANCE                        |                       | 9,766    | 9,766     | 9,114         | 9,114            |             |            |
| Fund 284 - OPIOID SETTLEMENT FUND          |                       |          |           |               |                  |             |            |
| ESTIMATED REVENUES                         |                       |          |           |               |                  |             |            |
| 000  | REVENUE               |          |           | 20,737        | 20,737           | 20,737      |            |
| TOTAL ESTIMATED REVENUES                   |                       |          |           | 20,737        | 20,737           | 20,737      |            |
| NET OF REVENUES/APPROPRIATIONS - FUND 284  |                       |          |           |               |                  |             |            |
|  |                       |          |           | 20,737        | 20,737           | 20,737      |            |
| BEGINNING FUND BALANCE                     |                       |          |           |               |                  | 0           |            |
| ENDING FUND BALANCE                        |                       |          |           | 20,737        | 20,737           | 20,737      |            |
| Fund 287 - ARPA - AMERICAN RESCUE PLAN ACT |                       |          |           |               |                  |             |            |
| ESTIMATED REVENUES                         |                       |          |           |               |                  |             |            |
| 000  | REVENUE               | 755,860  | 10,000    | 193,340       | 196,544          | 186,544     | 1865%      |
| TOTAL ESTIMATED REVENUES                   |                       | 755,860  | 10,000    | 193,340       | 196,544          | 186,544     | 1865%      |
| APPROPRIATIONS                             |                       |          |           |               |                  |             |            |
| 966  | TRANSFERS OUT         |          | 1,241,600 | 158,100       | 158,100          | (1,083,500) | -87%       |
| TOTAL APPROPRIATIONS                       |                       |          | 1,241,600 | 158,100       | 158,100          | (1,083,500) | -87%       |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|-------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| NET OF REVENUES/APPROPRIATIONS - FUND 287 |             | 755,860                            | (1,231,600)                       | 35,240                                    | 38,444  |  |                           |
| BEGINNING FUND BALANCE                    |             | 2,629                              | 2,629                             | 2,629                                     | 2,629   |  |                           |
| ENDING FUND BALANCE                       |             | 758,489                            | (1,228,971)                       | 37,869                                    | 41,073  |  |                           |

## Fund 297 - HISTORICAL FUND

## ESTIMATED REVENUES

|                          |         |        |        |        |        |        |     |
|--------------------------|---------|--------|--------|--------|--------|--------|-----|
| 000                      | REVENUE | 39,825 | 39,825 | 51,639 | 52,229 | 12,404 | 31% |
| TOTAL ESTIMATED REVENUES |         | 39,825 | 39,825 | 51,639 | 52,229 | 12,404 | 31% |

## APPROPRIATIONS

|                      |                       |        |        |        |        |         |      |
|----------------------|-----------------------|--------|--------|--------|--------|---------|------|
| 797                  | HISTORICAL COMMISSION | 20,842 | 24,981 | 17,215 | 24,886 | (95)    | 0%   |
| 798                  | CASTLE                | 15,780 | 16,100 | 12,159 | 13,798 | (2,302) | -14% |
| 799                  | GOULD HOUSE           | 13,250 | 13,250 | 15,125 | 20,320 | 7,070   | 53%  |
| 800                  | COMSTOCK/WOODARD      | 500    | 500    | 373    | 500    | 0       | 0%   |
| TOTAL APPROPRIATIONS |                       | 50,372 | 54,831 | 44,872 | 59,504 | 4,673   | 9%   |

## NET OF REVENUES/APPROPRIATIONS - FUND 297

|                        |  |          |          |        |         |  |  |
|------------------------|--|----------|----------|--------|---------|--|--|
|                        |  | (10,547) | (15,006) | 6,767  | (7,275) |  |  |
| BEGINNING FUND BALANCE |  | 78,267   | 78,267   | 78,267 | 78,267  |  |  |
| ENDING FUND BALANCE    |  | 67,720   | 63,261   | 85,034 | 70,992  |  |  |

## Fund 301 - GENERAL DEBT SERVICE (VOTED BONDS)

## ESTIMATED REVENUES

|                          |         |         |         |         |         |        |    |
|--------------------------|---------|---------|---------|---------|---------|--------|----|
| 000                      | REVENUE | 791,967 | 796,047 | 857,837 | 857,837 | 61,790 | 8% |
| TOTAL ESTIMATED REVENUES |         | 791,967 | 796,047 | 857,837 | 857,837 | 61,790 | 8% |

## APPROPRIATIONS

|                      |              |         |         |         |         |   |    |
|----------------------|--------------|---------|---------|---------|---------|---|----|
| 905                  | DEBT SERVICE | 791,950 | 791,950 | 791,950 | 791,950 | 0 | 0% |
| TOTAL APPROPRIATIONS |              | 791,950 | 791,950 | 791,950 | 791,950 | 0 | 0% |

**BUDGET REPORT**

Calculations as of 06/30/23

|  |                        | A        | B         | C             | D                | E           | F          |
|--|------------------------|----------|-----------|---------------|------------------|-------------|------------|
|  |                        | 2022-23  | 2022-23   | 2022-23       | 2022-23          | Quarterly   |            |
|  |                        | ORIGINAL | AMENDED   | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
| DEPARTMENT                                     | DESCRIPTION            | BUDGET   | BUDGET    | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| NET OF REVENUES/APPROPRIATIONS - FUND 301      |                        | 17       | 4,097     | 65,887        | 65,887           |             |            |
|  | BEGINNING FUND BALANCE | 52,941   | 52,941    | 52,941        | 52,941           |             |            |
|  | ENDING FUND BALANCE    | 52,958   | 57,038    | 118,828       | 118,828          |             |            |
| Fund 401 - CAPITAL PROJECT FUND                |                        |          |           |               |                  |             |            |
| ESTIMATED REVENUES                             |                        |          |           |               |                  |             |            |
| 000  | REVENUE                |          | 240,641   | 148,026       | 148,026          | (92,615)    | -38%       |
| TOTAL ESTIMATED REVENUES                       |                        |          | 240,641   | 148,026       | 148,026          | (92,615)    | -38%       |
| APPROPRIATIONS                                 |                        |          |           |               |                  |             |            |
| 000  | REVENUE                |          | 347,121   | 265,002       | 265,002          | (82,119)    | -24%       |
| TOTAL APPROPRIATIONS                           |                        |          | 347,121   | 265,002       | 265,002          | (82,119)    | -24%       |
| NET OF REVENUES/APPROPRIATIONS - FUND 401      |                        |          | (106,480) | (116,976)     | (116,976)        |             |            |
|  | BEGINNING FUND BALANCE | 116,975  | 116,975   | 116,975       | 116,975          |             |            |
|  | ENDING FUND BALANCE    | 116,975  | 10,495    | (1)           | (1)              |             |            |
| Fund 469 - CAPITAL PROJECTS-BUILDING AUTHORITY |                        |          |           |               |                  |             |            |
| ESTIMATED REVENUES                             |                        |          |           |               |                  |             |            |
| 000  | REVENUE                | 29,500   |           | 890           | 890              | 890         |            |
| TOTAL ESTIMATED REVENUES                       |                        | 29,500   |           | 890           | 890              | 890         |            |
| APPROPRIATIONS                                 |                        |          |           |               |                  |             |            |
| 901  | CAPITAL OUTLAY         | 29,500   | 25,100    | 25,925        | 27,500           | 2,400       | 10%        |
| TOTAL APPROPRIATIONS                           |                        | 29,500   | 25,100    | 25,925        | 27,500           | 2,400       | 10%        |
| NET OF REVENUES/APPROPRIATIONS - FUND 469      |                        |          | (25,100)  | (25,035)      | (26,610)         |             |            |
|  | BEGINNING FUND BALANCE | 36,608   | 36,608    | 36,608        | 36,608           |             |            |
|  | ENDING FUND BALANCE    | 36,608   | 11,508    | 11,573        | 9,998            |             |            |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION    | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|----------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| Fund 494 - CAPITAL PROJECTS FUND-DOWNTOWN |                |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                        |                |                                    |                                   |   |   |  |                           |
| 000                                       | REVENUE        |                                    |                                   | 508                                       | 508   | 508                                    |                           |
| TOTAL ESTIMATED REVENUES                  |                |                                    |                                   | 508                                       | 508   | 508                                    |                           |
| APPROPRIATIONS                            |                |                                    |                                   |   |   |  |                           |
| 271                                       | ADMINISTRATIVE |                                    |                                   | 1,027                                     | 1,027   | 1,027                                  |                           |
| 966                                       | TRANSFERS OUT  |                                    |                                   | 33,277                                    | 33,277  | 33,277                                 |                           |
| TOTAL APPROPRIATIONS                      |                |                                    |                                   | 34,304                                    | 34,304  | 34,304                                 |                           |
| NET OF REVENUES/APPROPRIATIONS - FUND 494 |                |                                    |                                   | (33,796)                                  | (33,796)  |  |                           |
| BEGINNING FUND BALANCE                    |                | 33,796                             | 33,796                            | 33,796                                    | 33,796  |  |                           |
| ENDING FUND BALANCE                       |                | 33,796                             | 33,796                            |   |   |  |                           |
| Fund 588 - TRANSPORTATION FUND            |                |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                        |                |                                    |                                   |   |   |  |                           |
| 000                                       | REVENUE        | 77,155                             | 45,541                            | 46,508                                    | 46,699  | 1,158                                  | 3%                        |
| TOTAL ESTIMATED REVENUES                  |                | 77,155                             | 45,541                            | 46,508                                    | 46,699  | 1,158                                  | 3%                        |
| APPROPRIATIONS                            |                |                                    |                                   |   |   |  |                           |
| 200                                       | GEN SERVICES   | 77,155                             | 62,864                            | 62,864                                    | 62,864  | 0                                      | 0%                        |
| TOTAL APPROPRIATIONS                      |                | 77,155                             | 62,864                            | 62,864                                    | 62,864  | 0                                      | 0%                        |
| NET OF REVENUES/APPROPRIATIONS - FUND 588 |                |                                    | (17,323)                          | (16,356)                                  | (16,165)  |  |                           |
| BEGINNING FUND BALANCE                    |                | 82,048                             | 82,048                            | 82,048                                    | 82,048  |  |                           |
| ENDING FUND BALANCE                       |                | 82,048                             | 64,725                            | 65,692                                    | 65,883  |  |                           |

## BUDGET REPORT

Calculations as of 06/30/23

|   |                   | A         | B         | C             | D                | E           | F          |
|---|-------------------|-----------|-----------|---------------|------------------|-------------|------------|
|   |                   | 2022-23   | 2022-23   | 2022-23       | 2022-23          | Quarterly   |            |
| DEPARTMENT                                | DESCRIPTION       | ORIGINAL  | AMENDED   | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
|   |                   | BUDGET    | BUDGET    | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| Fund 590 - SEWER FUND                     |                   |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |                   |           |           |               |                  |             |            |
| 000                                       | REVENUE           | 2,771,454 | 2,776,774 | 2,108,228     | 2,854,377        | 77,603      | 3%         |
| TOTAL ESTIMATED REVENUES                  |                   | 2,771,454 | 2,776,774 | 2,108,228     | 2,854,377        | 77,603      | 3%         |
|   |                   |           |           |               |                  |             |            |
| APPROPRIATIONS                            |                   |           |           |               |                  |             |            |
| 200                                       | GEN SERVICES      | 2,090,402 | 2,098,823 | 2,181,988     | 2,266,200        | 167,377     | 8%         |
| 549                                       | SEWER OPERATIONS  | 171,072   | 223,874   | 95,373        | 226,910          | 3,036       | 1%         |
| 901                                       | CAPITAL OUTLAY    | 485,000   | 485,000   | 78,734        | 485,000          | 0           | 0%         |
| 905                                       | DEBT SERVICE      | 131,228   | 131,228   | 133,809       | 133,809          | 2,581       | 2%         |
| TOTAL APPROPRIATIONS                      |                   | 2,877,702 | 2,938,925 | 2,489,904     | 3,111,919        | 172,994     | 6%         |
| NET OF REVENUES/APPROPRIATIONS - FUND 590 |                   | (106,248) | (162,151) | (381,676)     | (257,542)        |             |            |
| BEGINNING FUND BALANCE                    |                   | 3,958,478 | 3,958,478 | 3,958,478     | 3,958,478        |             |            |
| ENDING FUND BALANCE                       |                   | 3,852,230 | 3,796,327 | 3,576,802     | 3,700,936        |             |            |
|   |                   |           |           |               |                  |             |            |
| Fund 591 - WATER FUND                     |                   |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |                   |           |           |               |                  |             |            |
| 000                                       | REVENUE           | 6,906,427 | 8,350,471 | 6,518,361     | 8,052,314        | (298,157)   | -4%        |
| TOTAL ESTIMATED REVENUES                  |                   | 6,906,427 | 8,350,471 | 6,518,361     | 8,052,314        | (298,157)   | -4%        |
|   |                   |           |           |               |                  |             |            |
| APPROPRIATIONS                            |                   |           |           |               |                  |             |            |
| 200                                       | GEN SERVICES      | 891,525   | 1,593,321 | 1,590,937     | 1,832,134        | 238,813     | 15%        |
| 552                                       | WATER UNDERGROUND | 2,677,040 | 2,743,740 | 2,250,804     | 2,718,783        | (24,957)    | -1%        |
| 553                                       | WATER FILTRATION  | 1,546,975 | 1,828,434 | 1,133,466     | 1,833,273        | 4,839       | 0%         |
| 901                                       | CAPITAL OUTLAY    | 1,468,545 | 2,129,247 | 1,081,418     | 2,515,204        | 385,957     | 18%        |
| 905                                       | DEBT SERVICE      | 909,816   | 909,816   | 884,915       | 884,915          | (24,901)    | -3%        |
| TOTAL APPROPRIATIONS                      |                   | 7,493,901 | 9,204,558 | 6,941,540     | 9,784,309        | 579,751     | 6%         |



## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                | DESCRIPTION            | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|---|------------------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| NET OF REVENUES/APPROPRIATIONS - FUND 591 |                        | (587,474)                          | (854,087)                         | (423,179)                                 | (1,731,995)                                     |  |                           |
|   | BEGINNING FUND BALANCE | 14,651,502                         | 14,651,502                        | 14,651,502                                | 14,651,502                                      |  |                           |
|   | ENDING FUND BALANCE    | 14,064,028                         | 13,797,415                        | 14,228,323                                | 12,919,507                                      |  |                           |

## Fund 599 - WASTEWATER FUND

## ESTIMATED REVENUES

|                          |         |           |           |           |           |         |    |
|--------------------------|---------|-----------|-----------|-----------|-----------|---------|----|
| 000                      | REVENUE | 7,342,269 | 6,855,707 | 4,250,422 | 7,114,334 | 258,627 | 4% |
| TOTAL ESTIMATED REVENUES |         | 7,342,269 | 6,855,707 | 4,250,422 | 7,114,334 | 258,627 | 4% |

## APPROPRIATIONS

|                      |                       |           |           |           |           |           |      |
|----------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|------|
| 200                  | GEN SERVICES          | 6,350     | 29,643    | 27,008    | 29,787    | 144       | 0%   |
| 548                  | WASTEWATER OPERATIONS | 1,915,488 | 2,088,246 | 1,617,009 | 2,186,140 | 97,894    | 5%   |
| 901                  | CAPITAL OUTLAY        | 5,012,126 | 5,007,434 | 1,972,691 | 5,007,434 | 0         | 0%   |
| 905                  | DEBT SERVICE          | 350,737   | 350,737   | 140,293   | 140,293   | (210,444) | -60% |
| TOTAL APPROPRIATIONS |                       | 7,284,701 | 7,476,060 | 3,757,001 | 7,363,654 | (112,406) | -2%  |

## NET OF REVENUES/APPROPRIATIONS - FUND 599

|  |                        |           |           |           |           |  |  |
|--|------------------------|-----------|-----------|-----------|-----------|--|--|
|  | BEGINNING FUND BALANCE | 4,728,357 | 4,728,357 | 4,728,357 | 4,728,357 |  |  |
|  | ENDING FUND BALANCE    | 4,785,925 | 4,108,004 | 5,221,778 | 4,479,037 |  |  |

## Fund 661 - FLEET MAINTENANCE FUND

## ESTIMATED REVENUES

|                          |         |         |         |         |         |         |     |
|--------------------------|---------|---------|---------|---------|---------|---------|-----|
| 000                      | REVENUE | 646,527 | 651,427 | 938,903 | 955,298 | 303,871 | 47% |
| TOTAL ESTIMATED REVENUES |         | 646,527 | 651,427 | 938,903 | 955,298 | 303,871 | 47% |

## APPROPRIATIONS

|                      |                   |         |         |           |           |         |      |
|----------------------|-------------------|---------|---------|-----------|-----------|---------|------|
| 594                  | FLEET MAINTENANCE | 331,468 | 357,401 | 894,600   | 961,069   | 603,668 | 169% |
| 901                  | CAPITAL OUTLAY    | 390,200 | 390,200 | (181,296) | 390,200   | 0       | 0%   |
| TOTAL APPROPRIATIONS |                   | 721,668 | 747,601 | 713,304   | 1,351,269 | 603,668 | 81%  |

**BUDGET REPORT**

Calculations as of 06/30/23

|   |              | A         | B         | C             | D                | E           | F          |
|---|--------------|-----------|-----------|---------------|------------------|-------------|------------|
|   |              | 2022-23   | 2022-23   | 2022-23       | 2022-23          | Quarterly   |            |
| DEPARTMENT                                | DESCRIPTION  | ORIGINAL  | AMENDED   | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
|   |              | BUDGET    | BUDGET    | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| NET OF REVENUES/APPROPRIATIONS - FUND 661 |              | (75,141)  | (96,174)  | 225,599       | (395,971)        |             |            |
| BEGINNING FUND BALANCE                    |              | 3,878,001 | 3,878,001 | 3,878,001     | 3,878,001        |             |            |
| ENDING FUND BALANCE                       |              | 3,802,860 | 3,781,827 | 4,103,600     | 3,482,030        |             |            |
| Fund 854 - 2009 SPECIAL ASSESSMENT        |              |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |              |           |           |               |                  |             |            |
| 000                                       | REVENUE      |           | 300       | 38,694        | 38,694           | 38,394      | 12798%     |
| TOTAL ESTIMATED REVENUES                  |              |           | 300       | 38,694        | 38,694           | 38,394      | 12798%     |
| APPROPRIATIONS                            |              |           |           |               |                  |             |            |
| 200                                       | GEN SERVICES |           |           | 556           | 556              | 556         |            |
| TOTAL APPROPRIATIONS                      |              |           |           | 556           | 556              | 556         |            |
| NET OF REVENUES/APPROPRIATIONS - FUND 854 |              |           | 300       | 38,138        | 38,138           |             |            |
| BEGINNING FUND BALANCE                    |              |           |           |               |                  |             |            |
| ENDING FUND BALANCE                       |              |           | 300       | 38,138        | 38,138           |             |            |
| Fund 858 - 2013 SPECIAL ASSESSMENT        |              |           |           |               |                  |             |            |
| ESTIMATED REVENUES                        |              |           |           |               |                  |             |            |
| 000                                       | REVENUE      | 1,190     | 1,190     | 1,195         | 1,195            | 5           | 0%         |
| TOTAL ESTIMATED REVENUES                  |              | 1,190     | 1,190     | 1,195         | 1,195            | 5           | 0%         |
| NET OF REVENUES/APPROPRIATIONS - FUND 858 |              | 1,190     | 1,190     | 1,195         | 1,195            |             |            |
| BEGINNING FUND BALANCE                    |              |           |           |               |                  |             |            |
| ENDING FUND BALANCE                       |              | 1,190     | 1,190     | 1,195         | 1,195            |             |            |

## BUDGET REPORT

Calculations as of 06/30/23

|   |             | A        | B       | C             | D                | E           | F          |
|---|-------------|----------|---------|---------------|------------------|-------------|------------|
|   |             | 2022-23  | 2022-23 | 2022-23       | 2022-23          | Quarterly   |            |
| DEPARTMENT                                | DESCRIPTION | ORIGINAL | AMENDED | ACTIVITY      | 4th Quarter      | Difference: | Percentage |
|   |             | BUDGET   | BUDGET  | THRU 06/30/23 | Budget Amendment | D - B       | Change     |
| Fund 864 - 2016 SPECIAL ASSESSMENT        |             |          |         |               |                  |             |            |
| ESTIMATED REVENUES                        |             |          |         |               |                  |             |            |
| 000                                       | REVENUE     | 4,355    | 4,355   | 4,414         | 4,414            | 59          | 1%         |
| TOTAL ESTIMATED REVENUES                  |             | 4,355    | 4,355   | 4,414         | 4,414            | 59          | 1%         |
| NET OF REVENUES/APPROPRIATIONS - FUND 864 |             | 4,355    | 4,355   | 4,414         | 4,414            |             |            |
| BEGINNING FUND BALANCE                    |             |          |         |               |                  |             |            |
| ENDING FUND BALANCE                       |             | 4,355    | 4,355   | 4,414         | 4,414            |             |            |
| Fund 865 - 2017 SPECIAL ASSESSMENTS       |             |          |         |               |                  |             |            |
| ESTIMATED REVENUES                        |             |          |         |               |                  |             |            |
| 000                                       | REVENUE     | 19,446   | 19,446  | 19,323        | 19,323           | (123)       | -1%        |
| TOTAL ESTIMATED REVENUES                  |             | 19,446   | 19,446  | 19,323        | 19,323           | (123)       | -1%        |
| NET OF REVENUES/APPROPRIATIONS - FUND 865 |             | 19,446   | 19,446  | 19,323        | 19,323           |             |            |
| BEGINNING FUND BALANCE                    |             |          |         |               |                  |             |            |
| ENDING FUND BALANCE                       |             | 19,446   | 19,446  | 19,323        | 19,323           |             |            |
| Fund 866 - 2018 SPECIAL ASSESSMENTS       |             |          |         |               |                  |             |            |
| ESTIMATED REVENUES                        |             |          |         |               |                  |             |            |
| 000                                       | REVENUE     | 57,378   | 57,378  | 73,824        | 73,824           | 16,446      | 29%        |
| TOTAL ESTIMATED REVENUES                  |             | 57,378   | 57,378  | 73,824        | 73,824           | 16,446      | 29%        |
| NET OF REVENUES/APPROPRIATIONS - FUND 866 |             | 57,378   | 57,378  | 73,824        | 73,824           |             |            |
| BEGINNING FUND BALANCE                    |             |          |         |               |                  |             |            |
| ENDING FUND BALANCE                       |             | 57,378   | 57,378  | 73,824        | 73,824           |             |            |

## BUDGET REPORT

Calculations as of 06/30/23

| DEPARTMENT                                 | DESCRIPTION | A<br>2022-23<br>ORIGINAL<br>BUDGET | B<br>2022-23<br>AMENDED<br>BUDGET | C<br>2022-23<br>ACTIVITY<br>THRU 06/30/23 | D<br>2022-23<br>4th Quarter<br>Budget Amendment | E<br>Quarterly<br>Difference:<br>D - B | F<br>Percentage<br>Change |
|--|-------------|------------------------------------|-----------------------------------|---|---|--|---------------------------|
| Fund 867 - 2019 SPECIAL ASSESSMENTS        |             |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                         |             |                                    |                                   |   |   |  |                           |
| 000  | REVENUE     | 23,343                             | 23,343                            | 28,598                                    | 28,598  | 5,255                                  | 23%                       |
| TOTAL ESTIMATED REVENUES                   |             | 23,343                             | 23,343                            | 28,598                                    | 28,598  | 5,255                                  | 23%                       |
| NET OF REVENUES/APPROPRIATIONS - FUND 867  |             | 23,343                             | 23,343                            | 28,598                                    | 28,598  |  |                           |
| BEGINNING FUND BALANCE                     |             |                                    |                                   |   |   |  |                           |
| ENDING FUND BALANCE                        |             | 23,343                             | 23,343                            | 28,598                                    | 28,598  |  |                           |
| Fund 868 - 2020 SPECIAL ASSESSMENTS        |             |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                         |             |                                    |                                   |   |   |  |                           |
| 000  | REVENUE     | 24,035                             | 24,035                            | 29,870                                    | 29,870  | 5,835                                  | 24%                       |
| TOTAL ESTIMATED REVENUES                   |             | 24,035                             | 24,035                            | 29,870                                    | 29,870  | 5,835                                  | 24%                       |
| NET OF REVENUES/APPROPRIATIONS - FUND 868  |             | 24,035                             | 24,035                            | 29,870                                    | 29,870  |  |                           |
| BEGINNING FUND BALANCE                     |             |                                    |                                   |   |   |  |                           |
| ENDING FUND BALANCE                        |             | 24,035                             | 24,035                            | 29,870                                    | 29,870  |  |                           |
| Fund 869 - 2021-20XX SPECIAL ASSESSMENTS   |             |                                    |                                   |   |   |  |                           |
| ESTIMATED REVENUES                         |             |                                    |                                   |   |   |  |                           |
| 000  | REVENUE     | 20,280                             | 23,942                            | 53,182                                    | 53,182  | 29,240                                 | 122%                      |
| TOTAL ESTIMATED REVENUES                   |             | 20,280                             | 23,942                            | 53,182                                    | 53,182  | 29,240                                 | 122%                      |
| NET OF REVENUES/APPROPRIATIONS - FUND 869  |             | 20,280                             | 23,942                            | 53,182                                    | 53,182  | 29,240                                 | 122%                      |
| BEGINNING FUND BALANCE                     |             |                                    |                                   |   |   | 0                                      |                           |
| ENDING FUND BALANCE                        |             | 20,280                             | 23,942                            | 53,182                                    | 53,182  | 29,240                                 | 122%                      |
| ESTIMATED REVENUES - ALL FUNDS             |             | 32,053,279                         | 33,382,569                        | 27,423,189                                | 34,178,238                                      |  |                           |
| APPROPRIATIONS - ALL FUNDS                 |             | 31,583,566                         | 36,260,529                        | 26,071,210                                | 36,646,650                                      |  |                           |
| NET OF REVENUES/APPROPRIATIONS - ALL FUNDS |             | 469,713                            | (2,877,960)                       | 1,351,979                                 | (2,468,412)                                     |  |                           |



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0530

# MEMORANDUM

DATE: May 24, 2023

TO: Mayor Robert Teich Jr, City Council, and City Manager Nathan Henne

FROM: Michael Dowler, Assessor

RE: Obsolete Property Rehabilitation Exemption Certificate-902 W Main Street

The City Clerk received an application for tax abatement as required under the city's abatement policy on April 21, 2023. Also received was an application for an Obsolete Property Rehabilitation Exemption Certificate.

Council will be taking action on the tax abatement application for the Obsolete Property Rehabilitation Exemption Certificate. The project is valued at approximately \$1,263,800.00.

The application for an Obsolete Property Rehabilitation Exemption Certificate, under Act 146 of 2000, is a tax abatement which freezes the existing taxable value on a designated facility prior to rehabilitation for up to 12 years. The rehabilitated facility value will not be fully taxable until the abatement is no longer in place. The proposed project is to completely renovate the 2 story 3,700 square foot building with a microbrewery and tap room on the first floor and two (2) apartments on the second floor. This will increase downtown private residence availability. The estimated cost for this redevelopment is \$1,263,800. This exemption meets the requirements of the city's tax abatement policy and can be granted for **12 years**.

The table below shows the estimated effect on General Fund services as a result of granting this abatement. This is using an estimated rehabilitated taxable value of \$200,000(current taxable value \$52,100) and city millage rate of 15.7565 calculated over a 12 year period with a 1% increase in property taxes annually.

| <u>Service</u> | <u>% of Gen Fund</u><br>(per latest budget pres) | <u>\$ per 1<sup>st</sup> year</u> | <u>12 year total with</u><br><u>1% increase</u> |
|----------------|--|-----------------------------------|---|
| Police         | 30   | 945.39                            | 11,989.91                                       |
| Fire           | 31   | 976.90                            | 12,389.58                                       |
| Gen Govt       | 25   | 787.83                            | 9,991.59  |
| Pub Works      | 9  | 283.62                            | 3,596.97  |
| Comm Dev.      | 5  | 157.57                            | 1,998.32  |
| <b>Total</b>   | <b>100%</b>                                      | <b>\$3,151.30</b>                 | <b>\$39,966.37</b>                              |

The city clerk has notified the taxing jurisdictions of this application as required under the abatement policy and statute.

As always, if you have any further questions, please feel free to contact me at (989) 725-0530.

**RESOLUTION NO.**

**TO APPROVE THE APPLICATION FOR AN  
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE  
FROM DBMA OWOSSO, LLC  
FOR PROPERTY LOCATED AT 902 W MAIN ST**

WHEREAS, the City of Owosso is a Qualified Local Government Unit within the State of Michigan and is empowered to provide tax exemptions for increased value of rehabilitated facilities within the City; and

WHEREAS, after public notice and a public hearing on June 5, 2023, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 902 W. Main Street in Owosso, Michigan, said property more particularly described as:

***Lot 2 and Lot 4, Block 15, A.L. & B.O. Williams Addition to the City of Owosso, according to the recorded plat thereof, as recorded in Plat Liber 29, Page 499, Shiawassee County Records.***

WHEREAS, the City Clerk received an application, on April 4, 2023 from DBMA Owosso LLC, for an Obsolete Property Rehabilitation Exemption Certificate for the complete renovation of the 2 story 3,700 square foot building with a microbrewery and tap room on first floor and two (2) apartments on second floor; and

WHEREAS, the application is complete, including items (a) through (f) described under "Instructions" on the Application for Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, notice of a public hearing concerning the application for an exemption certificate was provided to the Assessor of the City and the legislative body of each taxing unit that levies ad valorem property taxes in the City; and

WHEREAS, the City finds that the property meets the definition of an obsolete property as defined in section 2(h) of Public Act 146 of 2000 and the application for the exemption certificate is complete; and

WHEREAS, the City finds that the property relates to a rehabilitation program that when completed constitutes a "rehabilitated facility" within the meaning of P.A. 146 of 2000, and said property is located within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of PA 146 of 2000; and

WHEREAS, it has been found that the rehabilitation of the obsolete property is calculated to, and will at the time of the issuance of the certificate, have the reasonable likelihood to increase commercial activity, retain and create employment, and revitalize the downtown; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of the property already exempt under PA 146 of 2000 and under PA 198 of 1974 does not exceed 5% of the total taxable value of the unit; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the rehabilitation work described in the application had not commenced prior to the establishment of the District.

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at a public hearing held June 20, 2023, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate for 902 W. Main Street for a period of twelve (12) years.

ALSO, BE IT RESOLVED that the rehabilitation shall be completed within eighteen (18) months from the date of approval of said application.

FURTHERMORE, BE IT RESOLVED that the application and resolution are authorized for submittal to the State Tax Commission for final review and authorization.



RECEIVED  
4-4-23

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

## APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) DBMA Owosso, LLC  
Business Name (If Different) Barrister Brewing Co  
Address of Proposed Project 902 West Main Street  
Mailing Address (If Different) PO Box 281, Owosso, MI 48867

Do you own the property? yes If no, what is your relationship? \_\_\_\_\_

Type of Abatement Requested (if known) Obsolete Property Rehabilitation Act

Total square footage of all current buildings on site 3,700

Description of proposed project including type of current business activity and product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product.

Property is currently vacant. Proposed project is to fully rehabilitate the existing building at 902 West Main Street and redevelopment of the parking area. The renovation will be consistent with historical rehabilitation guidelines as dictated by the State Historic Preservation Office, including an historically consistent facade and windows. Additionally, energy-efficient upgrades will be made including insulation and lower-energy heating/cooling and demand water heaters. The commercial space will be constructed to house a microbrewery and taproom on the currently vacant main floor.

The existing parking lot will be removed, an asphalt parking lot will be installed, along with greenery and landscaping.

Give estimated cost of the following components applicable for the proposed project:

Land improvements (excluding land): \$38,800 for parking lot and landscaping  
Building improvements: Size 3,700 sf \$ 885,000 for structural rehabilitation  
Machinery & Equipment: \$200,000 for brewery equipment and kitchen equipment  
Furniture & Fixtures: \$140,000 for furniture, cabinets, countertops, sinks, etc.

Total - \$1,263,800

Time schedule for start and completion of construction and equipment installation (if applicable):  
Building: \_\_\_\_\_ Equipment installation (if applicable): \_\_\_\_\_

Start Date June 2023  
Completion Date December 2023

Start Date August 2023  
Completion Date December 2023



**Abatement Application**  
**Page 2**


Will project be owned or leased by applicant? owned

Will machinery be owned or leased by applicant? owned

How many employees do you currently employ? Full Time 0 Part Time 0

How many new employees do you estimate after project complete? Full Time 4  
Part Time 10

When project is complete, how many will be:

 Management/Professional 2 Wage level \$40,000/yr \$12.23/hr  
Skilled 2 Wage level \$38,480/yr \$18.50/hr  
Semi-Skilled 5 Wage level \$35,000/yr \$16.93/hr  
Un-Skilled 5 Wage level \$20,000/yr plus tips \$9.62/hr

Name of Company Officer (contact person) Barbara Nees

Title Member and Board Secretary of DBMA Owosso, LLC

Signature \_\_\_\_\_ Date 3/27/2023

Phone Number 989-627-0745

**For City Staff Use Only**

Was the applicant given a copy of Tax Abatement Policy? (Y) N 4-4-23

Is an abatement district in place for this project? Y (N)

If no, legal description of proposed district. \_\_\_\_\_

If yes, type of district in place \_\_\_\_\_ Year established \_\_\_\_\_

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain \_\_\_\_\_

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer Nathan R. Henne

Signature Nathan R. Henne Date \_\_\_\_\_

### ABATEMENT SCHEDULE

This schedule applies to industrial, commercial, and/or residential property as defined by the Michigan General Property Tax Act

|  |  |   |
|--|--|---|
| <b>Capital Investment</b><br>\$0 to \$120,000<br>\$120,001 to \$300,000<br>\$300,001 to \$600,000<br>\$600,001 to \$1,350,000<br>\$1,350,001 to \$3,000,000<br>\$3,000,001 to \$6,000,000<br>\$6,000,001 + | <b>Years of Tax Abatement</b><br>1<br>2<br>3<br>④<br>5<br>6<br>7 | <b>Rehabilitate or Restore a building within Historic District?</b><br><br>Additional 2 years in any capital investment |
| <b>New Job Creation (as FTE – 40 hrs/week)</b><br>1-10<br>11-25<br>26-50<br>51 +   | <b>Years of Tax Abatement</b><br>②<br>3<br>4<br>5                |   |
| <b>New Job Wages (calculation based on MI min wage)</b><br>Average Wage > 1.5x min wage<br>Average Wage > 2.5x min wage<br>Average Wage > 3x min wage  | <b>Years of Tax Abatement</b><br>①<br>2<br>3                     | <u>MI Min wage</u><br>\$10.10   |
| <b>Number of years located in City of Owosso</b><br>2-10<br>①1-25<br>26 +  | <b>Years of Tax Abatement</b><br>1<br>2<br>3                     | Moved to Owosso 2003  |
| <b>New employees with City of Owosso residency</b><br>1-10<br>11-25<br>26 +  | <b>Years of Tax Abatement</b><br>①<br>2<br>3                     |   |
| <b>New housing units created in City of Owosso</b><br>1-5<br>6-10<br>11-25<br>25+  | <b>Years of Tax Abatement</b><br>1<br>2<br>3<br>4                |   |

10 years

—NRH



301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

RE: 902 W Main St

**STATEMENT OF OBSOLESCENCE FROM ASSESSOR**

The building that is the subject of this request is a typical, two-story, downtown building constructed around 1900. The first floor of the building has been used as commercial retail space for many years and has been vacant for some time while the second floor has been used for two apartments. The obsolescence is evident in the lack of modern electrical, plumbing, and mechanical systems as well as the poor condition of the walls, floors, and ceilings. The windows and doors are also very old and inefficient by today's standards. In the opinion of the assessor, this property suffers in excess of 50% functional obsolescence.

Michael Dowler, MMAO(4)  
City Assessor

  
Assessor Signature

4-11-2023

Date

# Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

|  |  |  |            |
|--|--|--|------------|
| Applicant (Company) Name (applicant must be the OWNER of the facility)<br><b>DBMA Owosso, LLC</b>  |  |  |            |
| Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)<br><b>PO Box 281, Owosso, MI 48867</b>  |  |  |            |
| Location of obsolete facility (Number and Street, City, State, ZIP Code)<br><b>902 West Main Street, Owosso, MI 48867</b>  |  |  |            |
| City, Township, Village (indicate which)<br><b>City of Owosso</b>  |  | County<br><b>Shiawasse</b>   |            |
| Date of Commencement of Rehabilitation (mm/dd/yyyy)<br><b>06/01/2023</b>   | Planned date of Completion of Rehabilitation (mm/dd/yyyy)<br><b>12/31/2023</b> | School District where facility is located (include school code) <b>78110</b> |            |
| Estimated Cost of Rehabilitation<br><b>\$1,250,000.00</b>  |  | Number of years exemption requested<br><b>12</b>                             |            |
| Attach legal description of obsolete property on separate sheet.   |  |  |            |
| Expected Project Outcomes (Check all that apply)<br><div><input checked="" type="checkbox"/> Increase commercial activity<br/><input checked="" type="checkbox"/> Create employment<br/><input type="checkbox"/> Retain employment<br/><input type="checkbox"/> Prevent a loss of employment<br/><input checked="" type="checkbox"/> Revitalize urban areas<br/><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</div><br>Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <b>15</b>   |  |  |            |
| <input type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.   |  |  |            |
| <b>APPLICANT CERTIFICATION</b>   |  |  |            |
| The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.<br><b>The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.</b><br>It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission. |  |  |            |
| Name of Company Officer (No authorized agents)<br><b>Barbara Nees</b>  |  | Telephone Number<br><b>(989) 627-0745</b>                                    | Fax Number |
| Mailing Address<br><b>PO Box 281, Owosso, MI 48867</b>   |  | E-mail Address<br><b>barbnees@gmail.com</b>                                  |            |
| Signature of Company Officer (no authorized agents)  |  | Title<br><b>Member and Board Secretary</b>                                   |            |
| <b>LOCAL GOVERNMENT UNIT CLERK CERTIFICATION</b>   |  |  |            |
| The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.  |  |  |            |
| Signature  |  | Date Application Received  |            |
| <b>FOR STATE TAX COMMISSION USE</b>  |  |  |            |
| Application Number   |  | Date Received  | LUCI Code  |

**LOCAL GOVERNMENT ACTION**

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

**PART 1: ACTION TAKEN**

Action Date

☐ Exemption Approved for \_\_\_\_\_ Years, ending December 30, \_\_\_\_\_ (not to exceed 12 years)

☐ Denied

Date District Established

LUCI Code

School Code

**PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)**

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

**PART 3: ASSESSOR RECOMMENDATIONS**

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

Building State Equalized Value

\$

\$

Name of Government Unit

Date of Action Application

Date of Statement of Obsolescence

**PART 4: CLERK CERTIFICATION**

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

**For faster service, email completed application and attachments to [PTE@michigan.gov](mailto:PTE@michigan.gov).** An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

# **OPRA Application Supplement**

## **Applicant's Statement Pursuant to MCL 125.2784(1)**

This statement is being made part of the application of DBMA Owosso, LLC for an Obsolete Property Rehabilitation Exemption Certificate as required by MCL 125.2784(1), which provides, in relevant part:

**The application shall contain or be accompanied by a general description of the obsolete facility and a general description of the proposed use of the rehabilitated facility, the general nature and extent of the rehabilitation to be undertaken, a descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, a time schedule for undertaking and completing the rehabilitation of the facility, a statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment...**

### **(1) Description of obsolete facility:**

902 West Main Street is a two-story downtown-style red-brick building located in the City of Owosso, Shiawassee County. Specifically, the building is located in the city's Westtown Historic Commercial and Industrial Neighborhood as listed on the National Register of Historic Places. The building was constructed somewhere between 1880 and 1890, the exact date of construction being unknown to the owner/developer. The basement of the building is currently an extremely wet dirt floor basement housing just the utilities, which include two non-functioning heat boilers, one marginally functional heat boiler, and low-efficiency water heaters. All of the existing utilities in the basement are dated from between 1970 to about 1995 and are beyond the extent of their useful lives. The main floor comprises a single commercial unit made up of three spaces: a front commercial space, a middle utility/storage/office space, and a rear cinder block garage that was added to the building somewhere in the mid-century 1900's. The third-floor houses two "D-grade" apartments.

### **(2) General description of proposed use of the rehabilitated facility:**

The rehabilitated building will house two rehabilitated apartments and a main floor microbrewery and taproom restaurant.

### **(3) General nature and extent of rehabilitation to be undertaken:**

The building will be completely rehabilitated.

The basement floor will be excavated, the foundation shored, and a concrete floor poured. The wooden central support pillars and beam will be replaced with a steel I-beam and pillars and a sump well and pump will be installed.

All new plumbing and electrical will be installed. The main floor will have high-efficiency HVAC installed. The existing second floor electric heat will remain in

place. On-demand water heaters will be installed for each of the apartments and the commercial space's taproom restaurant use.

The commercial space will be gutted to the existing brick walls creating a single open space. Two ADA-compliant restrooms will be installed, the existing maple floors refinished, a bar and dining room installed in the remainder of the commercial space.

The concrete floor in the garage area will be excavated and a non-conforming drain removed, a conforming roof/sump drain attached to the storm sewer system, and new sealed concrete poured to hold the brewery area and the kitchen area.

The apartments will be refreshed with newer bathroom and kitchen fixtures, and the windows replaced with historically accurate aluminum-clad wood windows.

The building will be insulated.

The façade will be refreshed to be historically accurate appearance.

The parking lot will be completely removed and an asphalt parking lot installed with landscaping.

- (4) Descriptive list of the fixed building equipment that will be a part of the rehabilitated facility:

Please see attachment: "Equipment List."

- (5) Time schedule for undertaking and completing the rehabilitation of the facility:

Construction will commence at some time in June of 2023 with a completion date of December of 2023. Equipment will likely begin being installed in August of 2023.

- (6) Statement of the economic advantages expected from the exemption, including the number of jobs to be retained or created as a result of the rehabilitating the facility, including expected construction employment:

902 West Main Street is historically underutilized and has not created jobs or revenue for the community. After redevelopment, the owners/developers believe they will create 15 full-time equivalent positions each earning on average \$15.00 per hour, although the actual take-home pay will be higher as tipped employees will make up roughly 25-30% of all employees. Additionally, the proposed development will generate roughly \$1 million in gross revenue which will largely be expended in the community, with the owners/developers having received a redevelopment grant from the Michigan Department of Agriculture and Rural

Development in support of its quest to utilize at least 50% of all agricultural inputs from Michigan ag producers.

In addition, there will be approximately 18 temporary construction jobs created as a result of this project.



|                      |                            |
|----------------------|----------------------------|
| <b>From:</b>         | <b>Building Department</b> |
| <b>To:</b>           | <b>Owosso City Council</b> |
| <b>Report Month:</b> | <b>MAY 2023</b>            |

| <b>Category</b>              | <b>Estimated Cost</b> | <b>Permit Fee</b> | <b>Number of Permits</b> |
|------------------------------|-----------------------|-------------------|--------------------------|
| ACCESSORY STRUCTURES         | \$0                   | \$75              | 1                        |
| DECK                         | \$1,200               | \$110             | 1                        |
| Electrical                   | \$0                   | \$1,450           | 9                        |
| FENCE PERMIT                 | \$0                   | \$850             | 10                       |
| Mechanical                   | \$0                   | \$4,625           | 26                       |
| NEW BUSINESS                 | \$0                   | \$75              | 1                        |
| NON-RES. ADD/ALTER/REPAIR    | \$15,000              | \$555             | 2                        |
| Plumbing                     | \$0                   | \$1,895           | 9                        |
| PORCH                        | \$20,000              | \$375             | 1                        |
| RES. ADD/ALTER/REPAIR        | \$157,856             | \$2,655           | 9                        |
| RES. MOBILE NEW              | \$30,000              | \$370             | 1                        |
| ROOF                         | \$193,464             | \$1,560           | 10                       |
| ROW-ENG                      | \$0                   | \$60              | 3                        |
| ROW-OTHER                    | \$0                   | \$30              | 1                        |
| ROW-SIDEWALK OCCUPANCY       | \$0                   | \$0               | 1                        |
| ROW-UTILITY                  | \$0                   | \$240             | 8                        |
| SIDING                       | \$43,150              | \$170             | 2                        |
| SIGN PERMIT                  | \$0                   | \$56              | 2                        |
| SMALL CELL WIRELESS FACILITY | \$0                   | \$300             | 1                        |
| SOLAR PANELS                 | \$65,000              | \$955             | 1                        |
| VACANT PROPERTY REGISTRATION | \$0                   | \$100             | 1                        |
| WINDOWS                      | \$30,654              | \$440             | 5                        |
| <b>Totals</b>                | <b>\$556,324</b>      | <b>\$16,946</b>   | <b>105</b>               |

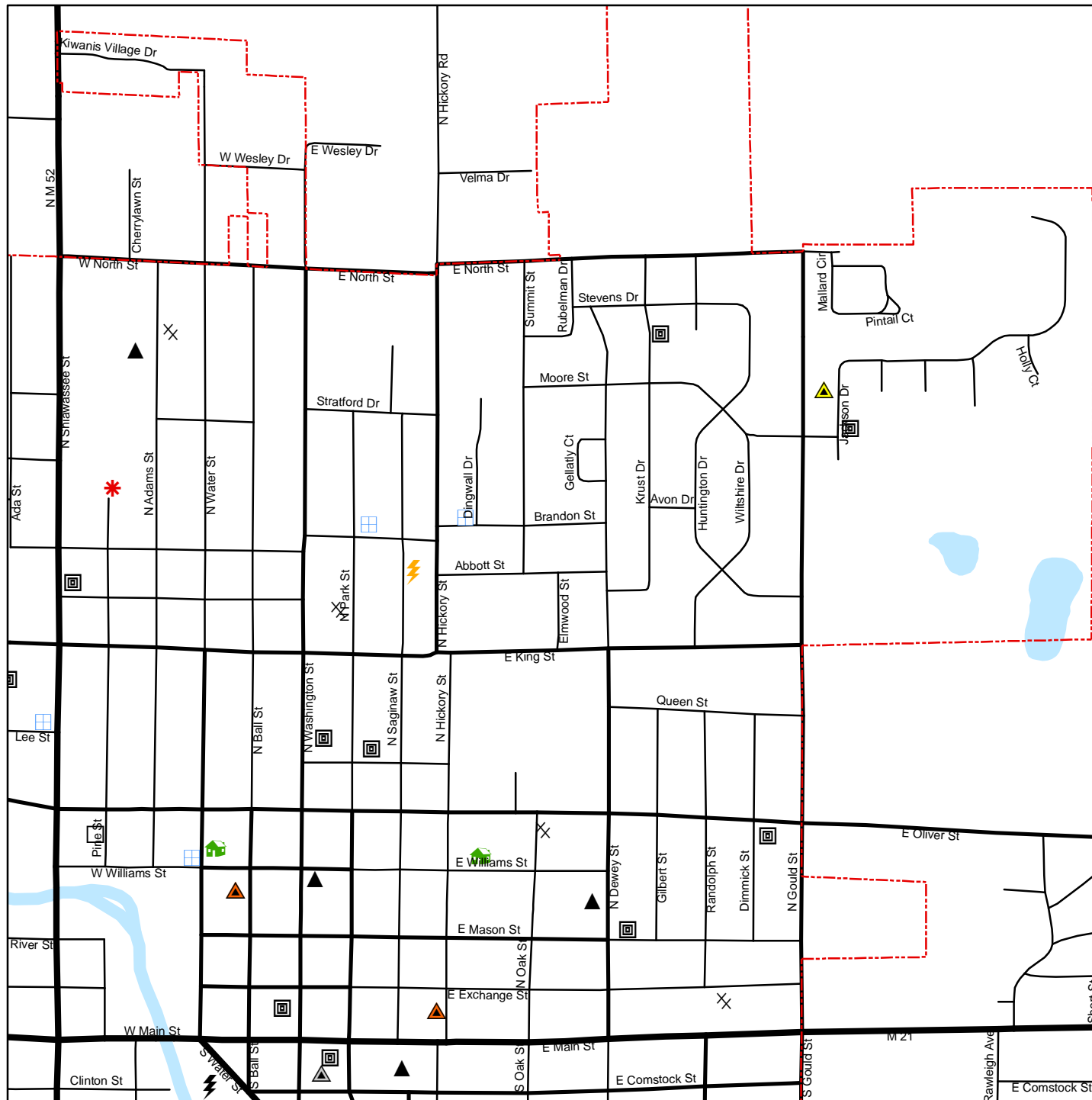
|                               |
|-------------------------------|
| <b>2022 COMPARISON TOTALS</b> |
|-------------------------------|

|                 |                    |                 |            |
|-----------------|--------------------|-----------------|------------|
| <b>MAY 2022</b> | <b>\$4,957,027</b> | <b>\$31,550</b> | <b>116</b> |
|-----------------|--------------------|-----------------|------------|

# City of Owosso

Permit Activity  
May 2023

NE Quadrant



## Category

- Electrical
- Electrical & Mechanical
- Fence Permit
- Mechanical
- Multiple Permits
- Res. Add/Alter/Repair
- Roof
- ROW-Eng
- ROW-Sidewalk Occupancy
- ROW-Utility
- Siding
- Windows

## Other Features

- City Limit
- Railroads
- River & Lakes

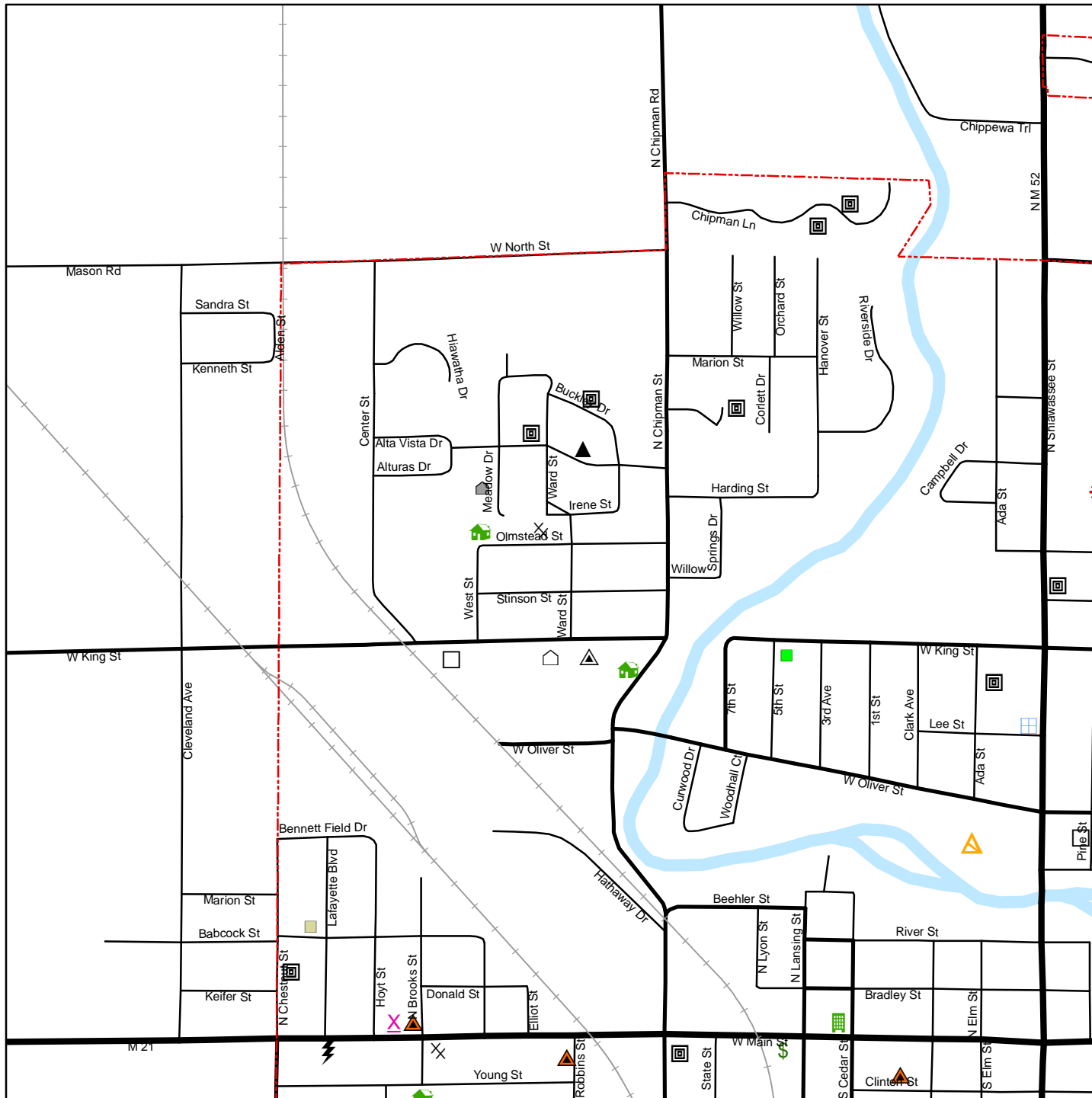
0 300 600 900 1,200  
Feet



# City of Owosso

Permit Activity  
May 2023

NW Quadrant



## Category

- Accessory Structures
- Deck
- Electrical & Mechanical
- Fence Permit
- Mechanical
- Multiple Permits
- New Business
- Non-Res. Add/Alter/Repair
- Porch
- Res. Add/Alter/Repair
- Roof
- ROW-Other
- ROW-Utility
- Siding
- Solar Panels
- Utilities
- Vacant Property Registration
- Windows

## Other Features

- City Limit
- Railroads
- River & Lakes

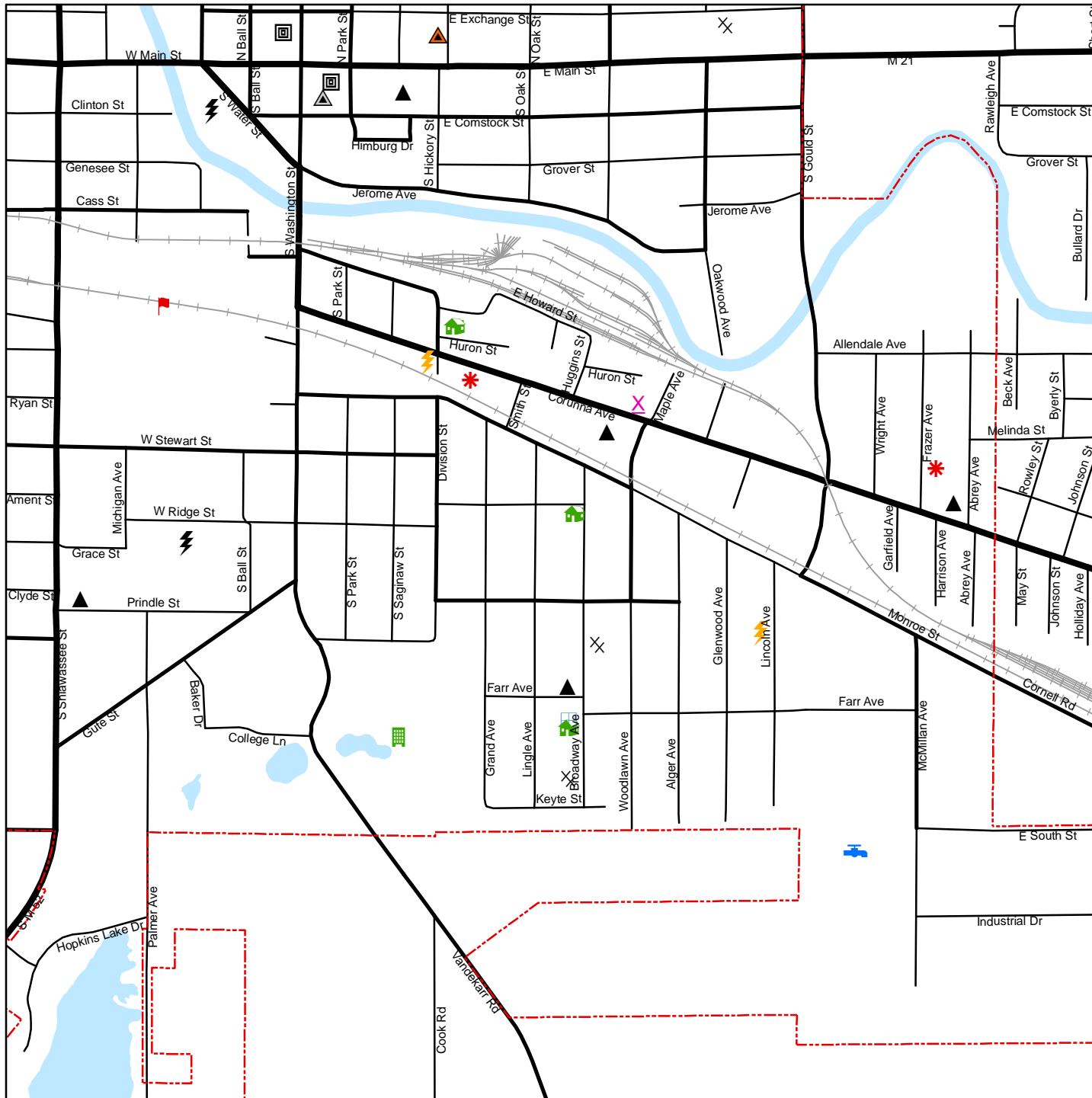
0 300 600 900 1,200 Feet



# City of Owosso

Permit Activity  
May 2023

SE Quadrant



## Category

- Electrical
- Electrical & Mechanical
- Fence Permit
- Mechanical
- Multiple Permits
- Non-Res. Add/Alter/Repair
- Plumbing
- Res. Add/Alter/Repair
- Roof
- ROW-Sidewalk Occupancy
- ROW-Utility
- Sign Permit
- Utilities
- Windows

## Other Features

- City Limit
- Railroads
- River & Lakes

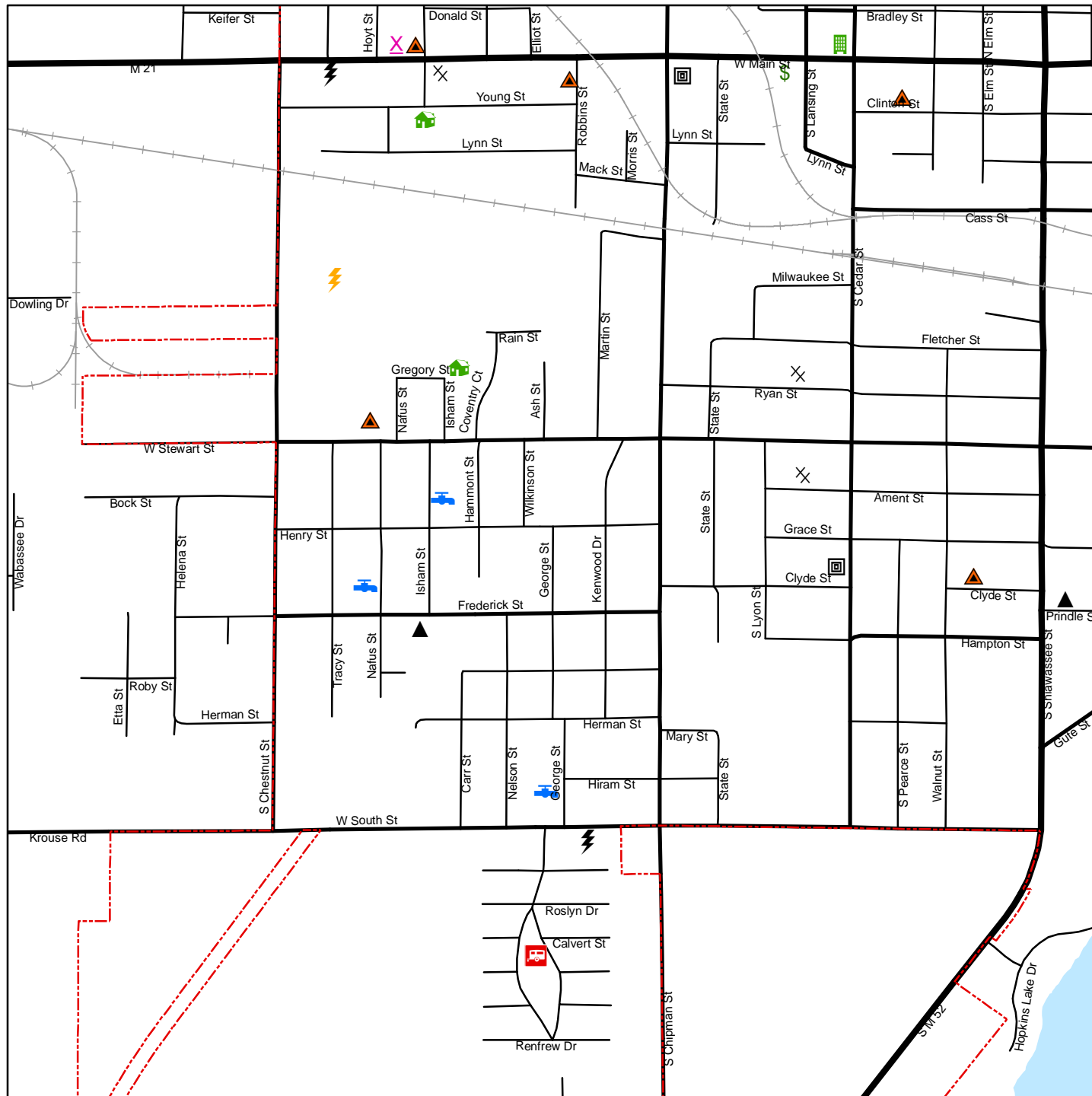
0 300 600 900 1,200 Feet



# City of Owosso

Permit Activity  
May 2023

SW Quadrant



## Category

- Electrical
- Electrical & Mechanical
- Fence Permit
- Mechanical
- New Business
- Non-Res. Add/Alter/Repair
- Plumbing
- Res. Add/Alter/Repair
- Res. Mobile New
- Roof
- ROW-Utility
- Utilities

## Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



MAY 2023

| Enf. Number          | Address       |               | Previous Status    | Current Status    | Filed      | Last Action Date | Next Action Date | Date Closed | Rental |
|----------------------|---------------|---------------|--------------------|-------------------|------------|------------------|------------------|-------------|--------|
| ACCESSORY STRUCTURES |               |               |                    |                   |            |                  |                  |             |        |
| ENF 22-0149          | LINGLE AVE    |               | INSPECTED PROPERTY | FINAL NOTICE      | 02/10/2022 | 05/31/2023       | 07/03/2023       |             | N      |
| ENF 22-0150          | LINGLE AVE    |               | INSPECTED PROPERTY | RECHECK SCHEDULED | 02/10/2022 | 05/31/2023       | 07/03/2023       |             | N      |
| ENF 21-1429          | E             | MAIN ST       | INSPECTED PROPERTY | FINAL NOTICE      | 09/13/2021 | 05/01/2023       | 07/10/2023       |             | N      |
| Total Entries        |               |               |                    |                   | 3          |                  |                  |             |        |
| APPLIANCES           |               |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0484          | CASS ST       |               | LETTER SENT        | RECHECK SCHEDULED | 05/23/2023 | 05/31/2023       | 06/08/2023       |             | N      |
| Total Entries        |               |               |                    |                   | 1          |                  |                  |             |        |
| AUTO REP/JUNK VEH    |               |               |                    |                   |            |                  |                  |             |        |
| ENF 21-1819          | S             | CEDAR ST      | RESOLVED           | CLOSED            | 12/06/2021 | 05/31/2023       |                  | 05/31/2023  | IND    |
| ENF 23-0306          | CLEVELAND ST  |               | RESOLVED           | CLOSED            | 04/18/2023 | 05/17/2023       |                  | 05/17/2023  | Y      |
| ENF 23-0349          | N             | WATER ST      | INSPECTED PROPERTY | CLOSED            | 05/02/2023 | 05/02/2023       |                  | 05/02/2023  | N      |
| ENF 23-0379          | E             | EXCHANGE      | RESOLVED           | CLOSED            | 05/09/2023 | 05/23/2023       |                  | 05/23/2023  | Y      |
| ENF 23-0510          | DEVONSHIRE CT |               | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/31/2023 | 05/31/2023       | 06/07/2023       |             | Y      |
| ENF 23-0505          | W             | STEWART ST    | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/30/2023 | 05/30/2023       | 06/08/2023       |             | N      |
| ENF 23-0354          | HIRAM ST      |               | LETTER SENT        | RECHECK SCHEDULED | 05/02/2023 | 05/30/2023       | 06/14/2023       |             | N      |
| Total Entries        |               |               |                    |                   | 7          |                  |                  |             |        |
| BRUSH                |               |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0498          | S             | WASHINGTON ST | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/25/2023 | 05/25/2023       | 06/06/2023       |             | N      |
| Total Entries        |               |               |                    |                   | 1          |                  |                  |             |        |
| BRUSH PILES          |               |               |                    |                   |            |                  |                  |             |        |

06/01/23

Code Enforcement Activity

2/21

MAY 2023

| Enf. Number   | Address         | Previous Status    | Current Status       | Filed         | Last Action Date | Next Action Date | Date Closed | Rental    |
|---------------|-----------------|--------------------|----------------------|---------------|------------------|------------------|-------------|-----------|
| ENF 23-0336   | NAFUS ST        | RESOLVED           | CLOSED               | 04/25/2023    | 05/15/2023       |                  | 05/15/2023  | N         |
|               |                 |                    |                      | Total Entries | 1                |                  |             |           |
| BUILDING VIOL |                 |                    |                      |               |                  |                  |             |           |
| ENF 18-0622   | W OLIVER ST     | INSPECTED PROPERTY | REF TO CITY ATTY     | 08/10/2018    | 05/18/2023       | 06/19/2023       |             | IND       |
|               |                 |                    |                      | Total Entries | 1                |                  |             |           |
| BUILDING VIOL |                 |                    |                      |               |                  |                  |             |           |
| ENF 21-0008   | AMENT ST        | INSPECTED PROPERTY | CLOSED               | 01/07/2021    | 05/02/2023       |                  | 05/02/2023  | Y         |
| ENF 22-1165   | PRINDLE ST      | OBTAINED PERMIT    | CLOSED               | 08/17/2022    | 05/26/2023       |                  | 05/26/2023  | N         |
| ENF 22-1652   | SUMMIT ST       | RESOLVED           | CLOSED               | 12/13/2022    | 05/17/2023       |                  | 05/17/2023  | N         |
| ENF 23-0302   | N HICKORY ST    | CONTACT WITH OWNER | CLOSED               | 04/12/2023    | 05/04/2023       |                  | 05/11/2023  | Y         |
| ENF 23-0356   | GRACE ST        | INSPECTED PROPERTY | CLOSED               | 05/02/2023    | 05/02/2023       |                  | 05/02/2023  | N         |
| ENF 23-0432   | BROADWAY AVE    | OBTAINED PERMIT    | CLOSED               | 05/16/2023    | 05/16/2023       |                  | 05/16/2023  | N         |
| ENF 22-0067   | N WASHINGTON ST | INSPECTED PROPERTY | FINAL NOTICE         | 01/24/2022    | 05/01/2023       | 06/05/2023       |             | N         |
| ENF 22-0425   | WOODLAWN AVE    | INSPECTED PROPERTY | RECHECK SCHEDULED    | 04/12/2022    | 05/01/2023       | 06/05/2023       |             | N         |
| ENF 22-1625   | BROADWAY AVE    | CONTACT WITH OWNER | EXTENSION GRANTED    | 12/07/2022    | 05/01/2023       | 06/05/2023       |             | N         |
| ENF 23-0012   | CORUNNA AVE     | CONTACT WITH OWNER | RECHECK SCHEDULED    | 01/05/2023    | 05/04/2023       | 06/05/2023       |             | COMM/V.L. |
| ENF 23-0128   | DIVISION ST     | INSPECTED PROPERTY | RED-TAGGED           | 02/06/2023    | 05/04/2023       | 06/05/2023       |             | N         |
| ENF 23-0202   | E COMSTOCK ST   | INSPECTED PROPERTY | RECHECK SCHEDULED    | 03/08/2023    | 05/04/2023       | 06/05/2023       |             | COMM      |
| ENF 22-1626   | BROADWAY AVE    | INSPECTED PROPERTY | PARTIALLY RESOLVED   | 12/07/2022    | 05/02/2023       | 06/06/2023       |             | N         |
| ENF 23-0254   | YOUNG ST        | INSPECTED PROPERTY | REF TO BLDG OFFICIAL | 03/21/2023    | 05/23/2023       | 06/07/2023       |             | VAC       |
| ENF 22-0677   | N SHIAWASSEE ST | FINAL NOTICE SENT  | RED-TAGGED           | 05/19/2022    | 05/16/2023       | 06/15/2023       |             | VAC       |

**Code Enforcement Activity**  
**MAY 2023**

| Enf. Number |   | Address     | Previous Status    | Current Status       | Filed      | Last Action Date | Next Action Date | Date Closed | Rental |
|-------------|---|-------------|--------------------|----------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0051 | E | KING ST     | CONTACT WITH OWNER | EXTENSION GRANTED    | 01/18/2023 | 05/18/2023       | 06/19/2023       |             | VAC    |
| ENF 21-1156 | E | WILLIAMS ST | INSPECTED PROPERTY | 2ND TICKET ISSUED    | 08/01/2023 | 05/30/2023       | 06/19/2023       |             | N      |
| ENF 23-0008 | W | MAIN ST     | INSPECTED PROPERTY | RECHECK SCHEDULED    | 01/03/2023 | 05/18/2023       | 06/21/2023       |             | COMM   |
| ENF 19-0167 |   | TRACY ST    | INSPECTED PROPERTY | REF TO CITY ATTY     | 03/15/2019 | 05/24/2023       | 06/22/2023       |             | N      |
| ENF 20-0522 |   | HAMBLIN ST  | INSPECTED PROPERTY | EXTENSION GRANTED    | 07/22/2020 | 05/24/2023       | 06/22/2023       |             | VAC    |
| ENF 20-0599 | N | SAGINAW ST  | CONTACT WITH OWNER | RECHECK SCHEDULED    | 08/06/2020 | 05/23/2023       | 06/22/2023       |             | N      |
| ENF 20-0972 | E | WILLIAMS ST | INSPECTED PROPERTY | FINAL NOTICE         | 11/18/2020 | 05/24/2023       | 06/22/2023       |             | N      |
| ENF 21-1886 |   | PRINDLE ST  | INSPECTED PROPERTY | RECHECK SCHEDULED    | 12/17/2021 | 05/24/2023       | 06/22/2023       |             | VAC    |
| ENF 22-0209 | S | CEDAR ST    | INSPECTED PROPERTY | RECHECK SCHEDULED    | 02/23/2022 | 05/31/2023       | 06/22/2023       |             | IND    |
| ENF 22-1131 | E | MASON ST    | INSPECTED PROPERTY | PENDING 2ND TICKET   | 08/10/2022 | 05/24/2023       | 06/22/2023       |             | Y      |
| ENF 20-0720 |   | HURON ST    | INSPECTED PROPERTY | REF TO BLDG OFFICIAL | 09/10/2020 | 05/30/2023       | 06/28/2023       |             | N      |
| ENF 22-0025 | W | EXCHANGE    | INSPECTED PROPERTY | PARTIALLY RESOLVED   | 01/07/2022 | 05/15/2023       | 06/29/2023       |             | Y      |
| ENF 22-0167 | S | CEDAR       | INSPECTED PROPERTY | REF TO CITY ATTY     | 02/15/2022 | 05/30/2023       | 06/29/2023       |             | N      |
| ENF 23-0270 | E | STEWART ST  | INSPECTED PROPERTY | REF TO BLDG OFFICIAL | 03/29/2023 | 05/18/2023       | 06/29/2023       |             | Y      |
| ENF 20-0748 |   | MARTIN ST   | INSPECTED PROPERTY | RECHECK SCHEDULED    | 09/16/2020 | 05/31/2023       | 07/03/2023       |             | VAC    |
| ENF 22-1468 |   | GRACE ST    | LETTER SENT        | 2ND NOTICE SENT      | 10/27/2022 | 05/31/2023       | 07/03/2023       |             | N      |
| ENF 22-1490 |   | LINGLE AVE  | INSPECTED PROPERTY | 2ND NOTICE SENT      | 11/02/2022 | 05/03/2023       | 07/10/2023       |             | N      |
| ENF 22-0249 | S | CHIPMAN     | INSPECTED PROPERTY | FINAL NOTICE         | 03/07/2022 | 05/24/2023       | 07/27/2023       |             | N      |
| ENF 22-1053 |   | JEROME AVE  | INSPECTED PROPERTY | FINAL NOTICE         | 07/26/2022 | 05/02/2023       | 08/02/2023       |             | N      |
| ENF 22-1528 | E | KING ST     | LETTER SENT        | FINAL NOTICE         | 11/11/2022 | 05/18/2023       | 08/21/2023       |             | Y      |



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Code Enforcement Activity

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|-----------------------|---|---------------|--------------------|-------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0459           | S | SHIAWASSEE ST | LETTER SENT        | LETTER SENT       | 05/18/2023 | 05/18/2023       | 08/24/2023       |             | Y      |
|                       |   |               |                    | Total Entries     | 36         |                  |                  |             |        |
| CHICKENS              |   |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0363           | N | BALL ST       | INSPECTED PROPERTY | CLOSED            | 05/04/2023 | 05/10/2023       |                  | 05/10/2023  | N      |
|                       |   |               |                    | Total Entries     | 1          |                  |                  |             |        |
| DEAD TREE             |   |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0155           | E | STEWART ST    | INSPECTED PROPERTY | RECHECK SCHEDULED | 02/16/2023 | 05/17/2023       | 06/19/2023       |             | N      |
| ENF 22-0548           |   | BROADWAY AVE  | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/04/2022 | 05/31/2023       | 07/03/2023       |             | N      |
|                       |   |               |                    | Total Entries     | 2          |                  |                  |             |        |
| DEMO BY NEGLECT HDC   |   |               |                    |                   |            |                  |                  |             |        |
| ENF 22-1109           | W | MAIN ST       | INSPECTED PROPERTY | RECHECK SCHEDULED | 08/05/2022 | 05/17/2023       | 07/17/2023       |             | COMM   |
|                       |   |               |                    | Total Entries     | 1          |                  |                  |             |        |
| DOORS IN VIOLATION    |   |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0026           |   | DINGWALL DR   | RESOLVED           | CLOSED            | 01/09/2023 | 05/22/2023       |                  | 05/22/2023  | N      |
|                       |   |               |                    | Total Entries     | 1          |                  |                  |             |        |
| DRAIN ISSUES          |   |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0500           |   | WOODHALL CT   | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/15/2023 | 05/24/2023       | 06/13/2023       |             |        |
|                       |   |               |                    | Total Entries     | 1          |                  |                  |             |        |
| DUMPSTER VIOLATIONS   |   |               |                    |                   |            |                  |                  |             |        |
| ENF 23-0380           | E | MAIN ST       | RESOLVED           | CLOSED            | 05/09/2023 | 05/30/2023       |                  | 05/30/2023  | COMM   |
|                       |   |               |                    | Total Entries     | 1          |                  |                  |             |        |
| EXTERIOR PAINT/SIDING |   |               |                    |                   |            |                  |                  |             |        |
| ENF 22-1162           |   | GENESEE ST    | CONTACT WITH OWNER | CLOSED            | 08/16/2022 | 05/02/2023       |                  | 05/02/2023  | Y      |

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| ENF 20-0119 | E | OLIVER ST    | INSPECTED PROPERTY  | EXTENSION GRANTED      | 02/24/2020 | 05/09/2023       | 06/08/2023       |             | N      |
| ENF 20-0076 |   | HUGGINS ST   | INSPECTED PROPERTY  | FINAL NOTICE           | 01/28/2020 | 05/30/2023       | 06/13/2023       |             | Y      |
| ENF 22-0213 |   | BRADLEY ST   | INSPECTED PROPERTY  | FINAL NOTICE           | 02/24/2022 | 05/18/2023       | 06/15/2023       |             | N      |
| ENF 20-0210 | E | MASON ST     | INSPECTED PROPERTY  | PENDING 2ND TICKET     | 05/18/2020 | 05/16/2023       | 06/19/2023       |             | Y      |
| ENF 21-1563 | W | WILLIAMS ST  | INSPECTED PROPERTY  | CONTACT WITH HOMEOWNER | 10/12/2021 | 05/31/2023       | 06/22/2023       |             | N      |
| ENF 21-1290 | W | KING ST      | INSPECTED PROPERTY  | FINAL NOTICE           | 08/18/2021 | 05/30/2023       | 06/28/2023       |             | N      |
| ENF 20-0124 |   | LINGLE AVE   | INSPECTED PROPERTY  | 1ST TICKET ISSUED      | 02/24/2020 | 05/31/2023       | 07/03/2023       |             | N      |
| ENF 20-0143 |   | LYNN ST      | INSPECTED PROPERTY  | FINAL NOTICE           | 03/05/2020 | 05/02/2023       | 07/03/2023       |             | N      |
| ENF 21-0023 | W | STEWART ST   | HOMEOWNER CALLED IN | RECHECK SCHEDULED      | 01/12/2021 | 05/02/2023       | 07/03/2023       |             | N      |
| ENF 21-0041 |   | MILWAUKEE ST | INSPECTED PROPERTY  | 1ST TICKET ISSUED      | 01/12/2021 | 05/31/2023       | 07/03/2023       |             | Y      |
| ENF 20-0174 | S | OAK ST       | INSPECTED PROPERTY  | FINAL NOTICE           | 03/18/2020 | 05/01/2023       | 07/10/2023       |             | N      |
| ENF 21-0024 | E | EXCHANGE ST  | INSPECTED PROPERTY  | 2ND NOTICE SENT        | 01/12/2021 | 05/01/2023       | 07/10/2023       |             | N      |
| ENF 21-0424 | N | SAGINAW ST   | INSPECTED PROPERTY  | FINAL NOTICE           | 03/22/2021 | 05/01/2023       | 07/10/2023       |             | N      |
| ENF 22-1462 |   | CLYDE ST     | INSPECTED PROPERTY  | RECHECK SCHEDULED      | 10/26/2022 | 05/24/2023       | 07/20/2023       |             | Y      |
| ENF 21-0238 |   | FLETCHER ST  | INSPECTED PROPERTY  | RECHECK SCHEDULED      | 02/23/2021 | 05/18/2023       | 07/24/2023       |             | N      |
| ENF 20-0051 |   | FLETCHER ST  | INSPECTED PROPERTY  | FINAL NOTICE           | 01/17/2020 | 05/01/2023       | 08/01/2023       |             | N      |
| ENF 23-0053 |   | PEARCE ST    | INSPECTED PROPERTY  | RECHECK SCHEDULED      | 01/19/2023 | 05/24/2023       | 08/24/2023       |             | N      |
| ENF 20-0073 | N | LANSING ST   | INSPECTED PROPERTY  | RECHECK SCHEDULED      | 01/28/2020 | 05/01/2023       | 08/31/2023       |             | Y      |

|               |    |
|---------------|----|
| Total Entries | 19 |
|---------------|----|

FENCE VIOLATION

|             |   |            |                    |        |            |            |  |            |      |
|-------------|---|------------|--------------------|--------|------------|------------|--|------------|------|
| ENF 22-1309 | W | STEWART ST | INSPECTED PROPERTY | CLOSED | 09/15/2022 | 05/25/2023 |  | 05/25/2023 | COMM |
|-------------|---|------------|--------------------|--------|------------|------------|--|------------|------|

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| ENF 23-0079        | RYAN ST         | RESOLVED            | CLOSED               | 01/25/2023 | 05/31/2023       |                  | 05/31/2023  | N      |
| ENF 23-0369        | E MAIN          | RESOLVED            | CLOSED               | 05/08/2023 | 06/01/2023       | 06/01/2023       | 06/01/2023  | COMM   |
| ENF 23-0321        | S WASHINGTON ST | INSPECTED PROPERTY  | 2ND NOTICE SENT      | 04/20/2023 | 05/31/2023       | 06/14/2023       |             | N      |
| ENF 22-0257        | S WASHINGTON ST | INSPECTED PROPERTY  | RECHECK SCHEDULED    | 03/07/2022 | 05/15/2023       | 06/15/2023       |             | COMM   |
| ENF 23-0138        | STINSON ST      | EXTENSION GRANTED   | EXTENSION GRANTED    | 02/13/2023 | 05/15/2023       | 06/29/2023       |             | N      |
| Total Entries      |                 |                     |                      | 6          |                  |                  |             |        |
| FIRE DAMAGE        |                 |                     |                      |            |                  |                  |             |        |
| ENF 23-0198        | AMENT ST        | INSPECTED PROPERTY  | RED-TAGGED           | 03/07/2023 | 05/04/2023       | 06/05/2023       |             | VAC    |
| ENF 23-0295        | S OAK ST        | COMPLAINT LOGGED    | REF TO BLDG OFFICIAL | 04/17/2023 | 05/01/2023       | 06/05/2023       |             | Y      |
| ENF 23-0174        | N HICKORY ST    | INSPECTED PROPERTY  | RED-TAGGED           | 02/23/2023 | 05/18/2023       | 06/19/2023       |             | N      |
| ENF 22-0193        | S CHIPMAN ST    | INSPECTED PROPERTY  | REF TO CITY ATTY     | 02/21/2022 | 05/24/2023       | 06/22/2023       |             | Y      |
| Total Entries      |                 |                     |                      | 4          |                  |                  |             |        |
| FRONT YARD PARKING |                 |                     |                      |            |                  |                  |             |        |
| ENF 23-0298        | GLENWOOD AVE    | RESOLVED            | CLOSED               | 04/17/2023 | 05/01/2023       |                  | 05/01/2023  | N      |
| ENF 23-0359        | MARTIN ST       | RESOLVED            | CLOSED               | 05/04/2023 | 05/10/2023       |                  | 05/10/2023  | N      |
| ENF 23-0364        | ADAMS ST        | RESOLVED            | CLOSED               | 05/04/2023 | 05/04/2023       |                  | 05/04/2023  | N      |
| ENF 23-0375        | PEARCE ST       | RESOLVED            | CLOSED               | 05/09/2023 | 05/16/2023       |                  | 05/16/2023  | N      |
| ENF 23-0465        | ISHAM ST        | RESOLVED            | CLOSED               | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0508        | ADA ST          | INSPECTED PROPERTY  | RECHECK SCHEDULED    | 05/30/2023 | 05/30/2023       | 06/07/2023       |             | N      |
| ENF 23-0376        | GELLATLY CT     | HOMEOWNER CALLED IN | EXTENSION GRANTED    | 05/09/2023 | 05/12/2023       | 06/12/2023       |             | N      |
| Total Entries      |                 |                     |                      | 7          |                  |                  |             |        |

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| FURNITURE OUTSIDE |                 |                    |                |               |                  |                  |             |        |
| ENF 23-0430       | RIVER ST        | RESOLVED           | CLOSED         | 05/16/2023    | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 23-0458       | LYNN ST         | RESOLVED           | CLOSED         | 05/18/2023    | 05/25/2023       |                  | 05/25/2023  | N      |
| ENF 23-0491       | W STEWART ST    | RESOLVED           | CLOSED         | 05/24/2023    | 05/31/2023       |                  | 05/31/2023  | N      |
| ENF 23-0448       | MICHIGAN AVE    | INSPECTED PROPERTY | LETTER SENT    | 05/17/2023    | 05/31/2023       | 06/08/2023       |             | Y      |
|                   |                 |                    |                | Total Entries | 4                |                  |             |        |
| GARBAGE & DEBRIS  |                 |                    |                |               |                  |                  |             |        |
| ENF 21-1480       | BROADWAY AVE    | RESOLVED           | CLOSED         | 09/23/2021    | 05/22/2023       |                  | 05/22/2023  | N      |
| ENF 22-1297       | RIVER ST        | RESOLVED           | CLOSED         | 09/14/2022    | 05/31/2023       |                  | 05/31/2023  | N      |
| ENF 22-1496       | DONALD ST       | INSPECTED PROPERTY | CLOSED         | 11/03/2022    | 02/22/2023       |                  | 05/02/2023  | N      |
| ENF 22-1576       | N CHIPMAN ST    | RESOLVED           | CLOSED         | 11/28/2022    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0203       | N SAGINAW ST    | RESOLVED           | CLOSED         | 03/09/2023    | 05/03/2023       |                  | 05/03/2023  | Y      |
| ENF 23-0249       | S SHIAWASSEE ST | RESOLVED           | CLOSED         | 03/20/2023    | 05/24/2023       |                  | 05/25/2023  | COMM   |
| ENF 23-0253       | E MASON ST      | RESOLVED           | CLOSED         | 03/21/2023    | 05/30/2023       |                  | 05/30/2023  | Y      |
| ENF 23-0330       | S OAK ST        | RESOLVED           | CLOSED         | 04/24/2023    | 05/01/2023       |                  | 05/01/2023  | Y      |
| ENF 23-0335       | PEARCE ST       | RESOLVED           | CLOSED         | 04/25/2023    | 05/02/2023       |                  | 05/02/2023  | N      |
| ENF 23-0338       | N LANSING ST    | RESOLVED           | CLOSED         | 04/25/2023    | 04/25/2023       |                  | 05/02/2023  | Y      |
| ENF 23-0351       | W MAIN ST       | RESOLVED           | CLOSED         | 05/02/2023    | 05/16/2023       |                  | 05/16/2023  | N      |
| ENF 23-0353       | N CHESTNUT ST   | RESOLVED           | CLOSED         | 05/02/2023    | 05/09/2023       |                  | 05/09/2023  | N      |
| ENF 23-0355       | W MAIN ST       | RESOLVED           | CLOSED         | 05/02/2023    | 05/23/2023       |                  | 05/23/2023  | COMM   |
| ENF 23-0358       | W STEWART ST    | INSPECTED PROPERTY | CLOSED         | 05/03/2023    | 05/17/2023       |                  | 05/31/2023  | Y      |

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|---------------|-------------|---------------|---------------------|--------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0374   | KENWOOD DR  |               | RESOLVED            | CLOSED             | 05/08/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0382   | GUTE ST     |               | RESOLVED            | CLOSED             | 05/10/2023 | 05/18/2023       |                  | 05/18/2023  | Y      |
| ENF 23-0410   | LYNN ST     |               | RESOLVED            | CLOSED             | 05/15/2023 | 05/18/2023       |                  | 05/18/2023  | N      |
| ENF 23-0347   | W           | STEWART ST    | LETTER SENT         | 2ND NOTICE SENT    | 05/01/2023 | 06/01/2023       | 06/01/2023       |             | Y      |
| ENF 23-0490   | RIVER       |               | LETTER SENT         | COMPLAINT LOGGED   | 05/24/2023 | 06/01/2023       | 06/01/2023       |             | Y      |
| ENF 23-0449   | S           | WASHINGTON ST | INSPECTED PROPERTY  | RECHECK SCHEDULED  | 05/17/2023 | 05/24/2023       | 06/05/2023       |             | N      |
| ENF 23-0513   | FLETCHER ST |               | INSPECTED PROPERTY  | RECHECK SCHEDULED  | 05/31/2023 | 05/31/2023       | 06/07/2023       |             |        |
| ENF 22-1558   | BRADLEY ST  |               | CONTACT WITH OWNER  | EXTENSION GRANTED  | 11/21/2022 | 05/15/2023       | 06/12/2023       |             | N      |
| ENF 23-0297   | GROVER ST   |               | INSPECTED PROPERTY  | PARTIALLY RESOLVED | 04/17/2023 | 05/30/2023       | 06/13/2023       |             | Y      |
| ENF 22-1388   | YOUNG ST    |               | LETTER SENT         | 2ND NOTICE SENT    | 10/11/2022 | 05/31/2023       | 06/14/2023       |             | N      |
| ENF 23-0231   | GRAND AVE   |               | INSPECTED PROPERTY  | PARTIALLY RESOLVED | 03/15/2023 | 05/31/2023       | 06/14/2023       |             | N      |
| ENF 23-0362   | N           | SAGINAW ST    | INSPECTED PROPERTY  | RECHECK SCHEDULED  | 05/04/2023 | 05/31/2023       | 06/14/2023       |             | N      |
| ENF 22-1318   | GRACE ST    |               | INSPECTED PROPERTY  | PENDING 1ST TICKET | 09/20/2022 | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 20-0878   | N           | HICKORY ST    | INSPECTED PROPERTY  | REF TO CITY ATTY   | 10/26/2020 | 05/18/2023       | 06/19/2023       |             | N      |
| ENF 22-0551   | GRACE ST    |               | ISSUED 3RD TICKET   | REF TO CITY ATTY   | 05/04/2022 | 05/22/2023       | 06/19/2023       |             | N      |
| Total Entries |             |               |                     |                    | 29         |                  |                  |             |        |
| GARBAGE CANS  |             |               |                     |                    |            |                  |                  |             |        |
| ENF 23-0204   | PINE ST     |               | RESOLVED            | CLOSED             | 03/09/2023 | 05/24/2023       |                  | 05/25/2023  | Y      |
| ENF 23-0271   | ADA ST      |               | HOMEOWNER CALLED IN | CLOSED             | 03/30/2023 | 05/12/2023       |                  | 05/12/2023  | N      |
| ENF 23-0325   | CAMPBELL DR |               | CONTACT WITH OWNER  | CLOSED             | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | N      |
| Total Entries |             |               |                     |                    | 3          |                  |                  |             |        |

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| <b><u>GARBAGE/JUNK IN ROW</u></b> |                 |                 |                |            |                  |                  |             |        |
| ENF 23-0296                       | GROVER ST       | RESOLVED        | CLOSED         | 04/17/2023 | 05/08/2023       |                  | 05/08/2023  | Y      |
| ENF 23-0299                       | WOODLAWN AVE    | RESOLVED        | CLOSED         | 04/17/2023 | 05/08/2023       |                  | 05/08/2023  | N      |
| ENF 23-0309                       | N DEWEY ST      | RESOLVED        | CLOSED         | 04/18/2023 | 05/03/2023       |                  | 05/03/2023  | Y      |
| ENF 23-0323                       | ABBOTT ST       | RESOLVED        | CLOSED         | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | Y      |
| ENF 23-0326                       | HERMAN ST       | RESOLVED        | CLOSED         | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | N      |
| ENF 23-0327                       | W SOUTH ST      | RESOLVED        | CLOSED         | 04/24/2023 | 05/15/2023       |                  | 05/15/2023  | Y      |
| ENF 23-0329                       | BROADWAY AVE    | RESOLVED        | CLOSED         | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | N      |
| ENF 23-0331                       | E MASON ST      | RESOLVED        | CLOSED         | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | N      |
| ENF 23-0332                       | E MASON ST      | RESOLVED        | CLOSED         | 04/24/2023 | 05/01/2023       |                  | 05/01/2023  | Y      |
| ENF 23-0333                       | E EXCHANGE ST   | RESOLVED        | CLOSED         | 04/24/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0342                       | S SHIAWASSEE ST | RESOLVED        | CLOSED         | 04/26/2023 | 05/03/2023       |                  | 05/03/2023  | N      |
| ENF 23-0343                       | BRANDON ST      | RESOLVED        | CLOSED         | 04/26/2023 | 05/03/2023       |                  | 05/03/2023  | N      |
| ENF 23-0346                       | N CHIPMAN ST    | RESOLVED        | CLOSED         | 05/01/2023 | 05/08/2023       |                  | 05/08/2023  | N      |
| ENF 23-0348                       | N HICKORY ST    | RESOLVED        | CLOSED         | 05/02/2023 | 05/10/2023       |                  | 05/10/2023  | N      |
| ENF 23-0357                       | ADAMS ST        | RESOLVED        | CLOSED         | 05/03/2023 | 05/10/2023       |                  | 05/10/2023  | N      |
| ENF 23-0360                       | HAMMONT ST      | RESOLVED        | CLOSED         | 05/04/2023 | 05/10/2023       |                  | 05/10/2023  | N      |
| ENF 23-0365                       | W STEWART ST    | RESOLVED        | CLOSED         | 05/08/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0366                       | N HICKORY ST    | RESOLVED        | CLOSED         | 05/08/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0367                       | N WATER ST      | RESOLVED        | CLOSED         | 05/08/2023 | 05/22/2023       |                  | 05/22/2023  | Y      |
| ENF 23-0370                       | N WATER ST      | RESOLVED        | CLOSED         | 05/08/2023 | 05/15/2023       |                  | 05/15/2023  | N      |

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|----------------------|---|--------------|--------------------|-------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0373          |   | MACK ST      | RESOLVED           | CLOSED            | 05/08/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0377          | E | EXCHANGE ST  | RESOLVED           | CLOSED            | 05/09/2023 | 05/31/2023       |                  | 05/31/2023  | Y      |
| ENF 23-0423          |   | RIVER ST     | RESOLVED           | CLOSED            | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0433          |   | MICHIGAN AVE | RESOLVED           | CLOSED            | 05/17/2023 | 05/31/2023       |                  | 05/31/2023  | Y      |
| ENF 23-0442          | E | KING ST      | RESOLVED           | CLOSED            | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 23-0457          |   | HAMPTON AVE  | RESOLVED           | CLOSED            | 05/18/2023 | 05/25/2023       |                  | 05/25/2023  | N      |
| ENF 23-0460          | N | WATER ST     | RESOLVED           | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0469          | E | EXCHANGE ST  | RESOLVED           | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | Y      |
| ENF 23-0470          | N | DEWEY ST     | RESOLVED           | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0474          |   | SUMMIT ST    | RESOLVED           | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0482          | N | HICKORY ST   | RESOLVED           | CLOSED            | 05/23/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0486          |   | RIVER ST     | RESOLVED           | CLOSED            | 05/24/2023 | 05/31/2023       |                  | 05/31/2023  | Y      |
| ENF 23-0452          | N | HICKORY ST   | LETTER SENT        | RECHECK SCHEDULED | 05/17/2023 | 05/24/2023       | 06/05/2023       |             | Y      |
| ENF 23-0381          | E | KING ST      | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/10/2023 | 05/10/2023       | 06/07/2023       |             | Y      |
| ENF 23-0466          |   | DIVISION ST  | LETTER SENT        | RECHECK SCHEDULED | 05/22/2023 | 05/30/2023       | 06/07/2023       |             | N      |
| ENF 23-0493          |   | STATE ST     | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/25/2023 | 05/31/2023       | 06/07/2023       |             | N      |
| ENF 23-0512          |   | ADAMS ST     | INSPECTED PROPERTY | RECHECK SCHEDULED | 05/31/2023 | 05/31/2023       | 06/07/2023       |             | N      |
| ENF 23-0475          | E | COMSTOCK     | LETTER SENT        | RECHECK SCHEDULED | 05/22/2023 | 05/30/2023       | 06/13/2023       |             | Y      |
| ENF 23-0483          | N | SAGINAW ST   | LETTER SENT        | RECHECK SCHEDULED | 05/23/2023 | 05/30/2023       | 06/13/2023       |             | N      |
| <b>Total Entries</b> |   |              |                    |                   | <b>39</b>  |                  |                  |             |        |

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| ENF 21-0921                  | CORUNNA AVE     | INSPECTED PROPERTY | RECHECK SCHEDULED | 06/23/2021    | 05/31/2023       | 07/03/2023       |             | N      |
|                              |                 |                    |                   | Total Entries | 1                |                  |             |        |
| HOUSE NUMBERS                |                 |                    |                   |               |                  |                  |             |        |
| ENF 23-0429                  | LYNN ST         | RESOLVED           | CLOSED            | 05/16/2023    | 05/31/2023       | 05/31/2023       | 05/31/2023  | N      |
|                              |                 |                    |                   | Total Entries | 1                |                  |             |        |
| IMMINENT DANGER OF STRUCTURE |                 |                    |                   |               |                  |                  |             |        |
| ENF 22-0059                  | S DEWEY ST      | INSPECTED PROPERTY | REF TO CITY ATTY  | 01/21/2022    | 05/03/2023       | 06/05/2023       |             | VAC    |
|                              |                 |                    |                   | Total Entries | 1                |                  |             |        |
| LAWN MAINTENANCE             |                 |                    |                   |               |                  |                  |             |        |
| ENF 23-0384                  | S SHIAWASSEE ST | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | COMM   |
| ENF 23-0388                  | N DEWEY ST      | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0390                  | ADAMS ST        | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0393                  | W KING ST       | RESOLVED           | CLOSED            | 05/15/2023    | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0394                  | HENRY ST        | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0395                  | W STEWART ST    | RESOLVED           | CLOSED            | 05/15/2023    | 05/30/2023       |                  | 05/30/2023  | Y      |
| ENF 23-0397                  | S CHIPMAN ST    | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0398                  | S CHIPMAN ST    | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | COMM   |
| ENF 23-0400                  | N ELM ST        | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0401                  | E EXCHANGE ST   | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0402                  | N OAK ST        | RESOLVED           | CLOSED            | 05/15/2023    | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0403                  | E MAIN ST       | RESOLVED           | CLOSED            | 05/15/2023    | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 23-0406                  | DIVISION ST     | RESOLVED           | CLOSED            | 05/15/2023    | 05/23/2023       |                  | 05/23/2023  | N      |



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| ENF 23-0407 | HURON ST      | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0411 | MACK ST       | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0412 | N WATER ST    | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0413 | W STEWART ST  | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0414 | E KING ST     | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0415 | W STEWART ST  | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0416 | GROVER ST     | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | Y      |
| ENF 23-0417 | DIVISION ST   | RESOLVED           | CLOSED         | 05/15/2023 | 05/23/2023       |                  | 05/23/2023  | Y      |
| ENF 23-0420 | RIVER ST      | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | Y      |
| ENF 23-0421 | W MAIN ST     | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | COMM   |
| ENF 23-0422 | RIVER ST      | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0424 | S CHIPMAN ST  | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | Y      |
| ENF 23-0426 | HANOVER ST    | RESOLVED           | CLOSED         | 05/16/2023 | 05/16/2023       |                  | 05/16/2023  | N      |
| ENF 23-0428 | CLEVELAND ST  | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0431 | E EXCHANGE ST | RESOLVED           | CLOSED         | 05/16/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0434 | MILWAUKEE ST  | INSPECTED PROPERTY | CLOSED         | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | VAC    |
| ENF 23-0437 | LYNN ST       | RESOLVED           | CLOSED         | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | Y      |
| ENF 23-0438 | CLEVELAND ST  | RESOLVED           | CLOSED         | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 23-0439 | CARMODY ST    | RESOLVED           | CLOSED         | 05/17/2023 | 05/30/2023       |                  | 05/30/2023  | VAC    |
| ENF 23-0440 | S CEDAR ST    | RESOLVED           | CLOSED         | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | N      |

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| ENF 23-0444 | ALGER AVE       | RESOLVED                 | CLOSED            | 05/17/2023 | 05/23/2023       |                  | 05/23/2023  | N      |
| ENF 23-0445 | ALGER AVE       | RESOLVED                 | CLOSED            | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 23-0446 | ALGER AVE       | RESOLVED                 | CLOSED            | 05/17/2023 | 05/24/2023       |                  | 05/24/2023  | Y      |
| ENF 23-0447 | CORUNNA AVE     | RESOLVED                 | CLOSED            | 05/17/2023 | 05/31/2023       |                  | 05/31/2023  | VAC    |
| ENF 23-0454 | S PARK ST       | RESOLVED                 | CLOSED            | 05/18/2023 | 05/30/2023       |                  | 05/30/2023  | VAC    |
| ENF 23-0461 | S WASHINGTON ST | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | COMM   |
| ENF 23-0463 | W STEWART ST    | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0464 | S CHESTNUT ST   | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0467 | KEYTE ST        | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | Y      |
| ENF 23-0471 | DINGWALL DR     | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0473 | LINCOLN AVE     | RESOLVED                 | CLOSED            | 05/22/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0479 | HANOVER ST      | RESOLVED                 | CLOSED            | 05/23/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0481 | ABBOTT ST       | RESOLVED                 | CLOSED            | 05/23/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0485 | GRAND AVE       | RESOLVED                 | CLOSED            | 05/23/2023 | 05/30/2023       |                  | 05/30/2023  | VAC    |
| ENF 23-0496 | E EXCHANGE ST   | RESOLVED                 | CLOSED            | 05/25/2023 | 05/25/2023       |                  | 05/25/2023  | Y      |
| ENF 23-0503 | E KING ST       | RESOLVED                 | CLOSED            | 05/30/2023 | 05/30/2023       |                  | 05/30/2023  | N      |
| ENF 23-0385 | S SHIAWASSEE ST | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | COMM   |
| ENF 23-0386 | W MAIN ST       | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | COMM   |
| ENF 23-0387 | N HICKORY ST    | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | N      |
| ENF 23-0389 | ADAMS ST        | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | N      |

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| ENF 23-0391 |   | ADAMS ST      | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0392 | N | SHIAWASSEE ST | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | N      |
| ENF 23-0396 |   | STATE ST      | INSPECTED PROPERTY       | PARTIALLY RESOLVED | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | Y      |
| ENF 23-0399 | S | CEDAR ST      | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0404 |   | CORUNNA AVE   | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0405 |   | GLENWOOD AVE  | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0408 |   | MEADOW DR     | REF TO MOWING CONTRACTOR | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0418 |   | DIVISION ST   | INSPECTED PROPERTY       | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0419 |   | MONROE        | INSPECTED PROPERTY       | CONTRACTOR TO MOW  | 05/15/2023 | 05/23/2023       | 06/06/2023       |             | N      |
| ENF 23-0427 |   | HARDING AVE   | INSPECTED PROPERTY       | CONTRACTOR TO MOW  | 05/16/2023 | 05/23/2023       | 06/06/2023       |             | N      |
| ENF 23-0435 | N | SHIAWASSEE ST | REF TO MOWING CONTRACTOR | RECHECK SCHEDULED  | 05/17/2023 | 05/31/2023       | 06/06/2023       |             | N      |
| ENF 23-0451 | N | WASHINGTON    | INSPECTED PROPERTY       | RECHECK SCHEDULED  | 05/17/2023 | 05/23/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0462 |   | MARTIN ST     | LETTER SENT              | PARTIALLY RESOLVED | 05/22/2023 | 05/30/2023       | 06/06/2023       |             | N      |
| ENF 23-0487 | N | CEDAR ST      | LETTER SENT              | LETTER SENT        | 05/24/2023 | 05/24/2023       | 06/06/2023       |             | Y      |
| ENF 23-0488 |   | CLYDE ST      | LETTER SENT              | RECHECK SCHEDULED  | 05/24/2023 | 05/24/2023       | 06/06/2023       |             | Y      |
| ENF 23-0489 |   | HAMBLIN ST    | INSPECTED PROPERTY       | INSPECTED PROPERTY | 05/24/2023 | 05/24/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0495 |   | PRINDLE ST    | INSPECTED PROPERTY       | RECHECK SCHEDULED  | 05/25/2023 | 05/25/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0499 |   | CLINTON ST    | LETTER SENT              | RECHECK SCHEDULED  | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | VAC    |
| ENF 23-0501 | N | LANSING ST    | LETTER SENT              | RECHECK SCHEDULED  | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | N      |

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| ENF 23-0502           | N       | HICKORY ST   | LETTER SENT              | RECHECK SCHEDULED | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | N      |
| ENF 23-0504           |         | GROVER ST    | LETTER SENT              | RECHECK SCHEDULED | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | N      |
| ENF 23-0506           |         | LYNN ST      | INSPECTED PROPERTY       | RECHECK SCHEDULED | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | N      |
| ENF 23-0507           |         | ADA ST       | INSPECTED PROPERTY       | RECHECK SCHEDULED | 05/30/2023 | 05/30/2023       | 06/06/2023       |             | Y      |
| ENF 23-0443           |         | ALGER AVE    | LETTER SENT              | CONTRACTOR TO MOW | 05/17/2023 | 05/30/2023       | 06/13/2023       |             | VAC    |
| ENF 23-0455           | S       | PARK         | REF TO MOWING CONTRACTOR | RECHECK SCHEDULED | 05/18/2023 | 05/30/2023       | 06/13/2023       |             | N      |
| ENF 23-0478           | S       | PARK         | REF TO MOWING CONTRACTOR | RECHECK SCHEDULED | 05/22/2023 | 05/30/2023       | 06/13/2023       |             | VAC    |
| ENF 23-0480           |         | MONROE ST    | REF TO MOWING CONTRACTOR | RECHECK SCHEDULED | 05/23/2023 | 05/30/2023       | 06/13/2023       |             | VAC    |
| Total Entries         |         |              |                          |                   | 80         |                  |                  |             |        |
| LIVING IN TENTS       |         |              |                          |                   |            |                  |                  |             |        |
| ENF 23-0340           |         | RANDOLPH ST  | INSPECTED PROPERTY       | RECHECK SCHEDULED | 04/24/2023 | 05/10/2023       | 06/14/2023       |             | N      |
| Total Entries         |         |              |                          |                   | 1          |                  |                  |             |        |
| MECHANICAL VIOLATIONS |         |              |                          |                   |            |                  |                  |             |        |
| ENF 23-0345           | E       | WILLIAMS ST  | INSPECTED PROPERTY       | CLOSED            | 05/01/2023 | 05/03/2023       |                  | 05/04/2023  | COMM   |
| Total Entries         |         |              |                          |                   | 1          |                  |                  |             |        |
| MULTIPLE VIOLATIONS   |         |              |                          |                   |            |                  |                  |             |        |
| ENF 21-1509           | W       | MAIN ST      | RESOLVED                 | CLOSED            | 09/28/2021 | 05/31/2023       |                  | 05/31/2023  | N      |
| ENF 22-1506           | N       | HICKORY ST   | RESOLVED                 | CLOSED            | 11/07/2022 | 05/10/2023       |                  | 05/10/2023  | N      |
| ENF 23-0292           |         | NAFUS ST     | RESOLVED                 | CLOSED            | 04/17/2023 | 05/22/2023       |                  | 05/22/2023  | Y      |
| ENF 23-0301           |         | BROADWAY AVE | RESOLVED                 | CLOSED            | 04/17/2023 | 05/22/2023       |                  | 05/22/2023  | Y      |
| ENF 23-0305           |         | FLETCHER ST  | RESOLVED                 | CLOSED            | 04/18/2023 | 05/24/2023       |                  | 05/24/2023  | Y      |

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| ENF 23-0324 | N | WATER ST       | RESOLVED           | CLOSED             | 04/24/2023 | 05/15/2023       |                  | 05/15/2023  | N      |
| ENF 23-0337 |   | HENRY ST       | RESOLVED           | CLOSED             | 04/25/2023 | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 22-1197 |   | OAKWOOD AVE    | INSPECTED PROPERTY | REF TO CITY ATTY   | 08/23/2022 | 05/04/2023       | 06/05/2023       |             | Y      |
| ENF 22-1429 |   | ALGER AVE      | INSPECTED PROPERTY | PARTIALLY RESOLVED | 10/19/2022 | 05/01/2023       | 06/05/2023       |             | VAC    |
| ENF 23-0368 |   | BROADWAY AVE   | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/08/2023 | 05/22/2023       | 06/05/2023       |             | N      |
| ENF 22-1150 | S | DEWEY ST       | INSPECTED PROPERTY | RECHECK SCHEDULED  | 08/15/2022 | 05/23/2023       | 06/07/2023       |             | N      |
| ENF 22-1174 |   | ADA ST         | INSPECTED PROPERTY | RECHECK SCHEDULED  | 08/17/2022 | 05/18/2023       | 06/07/2023       |             | N      |
| ENF 22-1618 |   | LINGLE AVE     | INSPECTED PROPERTY | PARTIALLY RESOLVED | 12/06/2022 | 05/24/2023       | 06/07/2023       |             | N      |
| ENF 23-0322 | S | WASHINGTON ST  | LETTER SENT        | PARTIALLY RESOLVED | 04/20/2023 | 05/03/2023       | 06/07/2023       |             | N      |
| ENF 23-0509 |   | BRANDON ST     | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/30/2023 | 05/30/2023       | 06/07/2023       |             | N      |
| ENF 21-1884 |   | PRINDLE ST     | INSPECTED PROPERTY | PARTIALLY RESOLVED | 12/17/2021 | 05/04/2023       | 06/08/2023       |             | N      |
| ENF 23-0029 | N | OAK ST         | INSPECTED PROPERTY | RECHECK SCHEDULED  | 01/09/2023 | 05/18/2023       | 06/08/2023       |             | N      |
| ENF 23-0371 | W | KING ST        | EMAILED OWNER      | RECHECK SCHEDULED  | 05/08/2023 | 05/08/2023       | 06/08/2023       |             | VAC    |
| ENF 23-0494 | W | STEWART ST     | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/25/2023 | 05/25/2023       | 06/08/2023       |             | Y      |
| ENF 22-1492 |   | WOODLAWN AVE   | CONTACT WITH OWNER | 2ND NOTICE SENT    | 11/02/2022 | 05/01/2023       | 06/12/2023       |             | N      |
| ENF 23-0006 |   | FLETCHER ST    | LETTER SENT        | PARTIALLY RESOLVED | 01/03/2023 | 05/16/2023       | 06/13/2023       |             | N      |
| ENF 23-0294 | N | SHIAWASSEE ST  | LETTER SENT        | PARTIALLY RESOLVED | 04/17/2023 | 05/30/2023       | 06/13/2023       |             | Y      |
| ENF 23-0350 |   | HARDING AVE    | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/02/2023 | 05/30/2023       | 06/13/2023       |             | N      |
| ENF 23-0352 |   | LAFAYETTE BLVD | INSPECTED PROPERTY | PARTIALLY RESOLVED | 05/02/2023 | 05/30/2023       | 06/13/2023       |             | N      |
| ENF 23-0361 |   | OAKWOOD AVE    | INSPECTED PROPERTY | PARTIALLY RESOLVED | 05/04/2023 | 05/30/2023       | 06/13/2023       |             | N      |

06/01/23

**Code Enforcement Activity**  
**MAY 2023**

17/21

| Enf. Number |   | Address      | Previous Status    | Current Status     | Filed      | Last Action Date | Next Action Date | Date Closed | Rental |
|-------------|---|--------------|--------------------|--------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0425 | S | CHIPMAN ST   | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/16/2023 | 05/30/2023       | 06/13/2023       |             | N      |
| ENF 23-0453 | N | LANSING ST   | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/18/2023 | 05/30/2023       | 06/13/2023       |             | Y      |
| ENF 20-0052 |   | GENESEE ST   | INSPECTED PROPERTY | RECHECK SCHEDULED  | 01/17/2020 | 05/30/2023       | 06/14/2023       |             | N      |
| ENF 22-1317 | E | HOWARD ST    | INSPECTED PROPERTY | PENDING 1ST TICKET | 09/19/2022 | 05/24/2023       | 06/14/2023       |             | N      |
| ENF 23-0281 |   | STATE ST     | INSPECTED PROPERTY | PENDING 1ST TICKET | 04/04/2023 | 05/30/2023       | 06/14/2023       |             | Y      |
| ENF 21-1095 | E | MASON ST     | INSPECTED PROPERTY | 1ST TICKET ISSUED  | 07/20/2021 | 05/31/2023       | 06/15/2023       |             | Y      |
| ENF 21-1883 | W | MAIN ST      | INSPECTED PROPERTY | 1ST TICKET ISSUED  | 12/17/2021 | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 22-0238 | E | MAIN ST      | INSPECTED PROPERTY | 1ST TICKET ISSUED  | 03/03/2022 | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 22-0387 |   | RANDOLPH ST  | INSPECTED PROPERTY | EXTENSION GRANTED  | 03/30/2022 | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 22-0356 |   | MILWAUKEE ST | INSPECTED PROPERTY | 3RD TICKET ISSUED  | 03/25/2022 | 05/17/2023       | 06/19/2023       |             | N      |
| ENF 22-1346 | N | ELM ST       | INSPECTED PROPERTY | RECHECK SCHEDULED  | 10/03/2022 | 05/31/2023       | 06/19/2023       |             | N      |
| ENF 22-1671 | W | KING ST      | INSPECTED PROPERTY | RECHECK SCHEDULED  | 12/19/2022 | 05/17/2023       | 06/19/2023       |             | N      |
| ENF 22-1190 |   | PEARCE ST    | INSPECTED PROPERTY | PARTIALLY RESOLVED | 08/22/2022 | 05/30/2023       | 06/20/2023       |             | Y      |
| ENF 23-0161 | N | SAGINAW ST   | INSPECTED PROPERTY | PARTIALLY RESOLVED | 02/20/2023 | 05/31/2023       | 06/21/2023       |             | N      |
| ENF 23-0172 |   | GRAND AVE    | LETTER SENT        | PARTIALLY RESOLVED | 02/22/2023 | 05/24/2023       | 06/21/2023       |             | N      |
| ENF 20-0182 |   | CORUNNA AVE  | INSPECTED PROPERTY | RECHECK SCHEDULED  | 05/11/2020 | 05/23/2023       | 06/22/2023       |             | COMM   |
| ENF 20-0917 | W | EXCHANGE     | INSPECTED PROPERTY | RECHECK SCHEDULED  | 11/03/2020 | 05/24/2023       | 06/22/2023       |             | N      |
| ENF 21-1578 |   | ROBBINS ST   | INSPECTED PROPERTY | LEGAL ACTION       | 10/14/2021 | 05/24/2023       | 06/22/2023       |             | COMM   |
| ENF 21-1715 | W | STEWART ST   | CONTACT WITH OWNER | RECHECK SCHEDULED  | 11/08/2021 | 05/18/2023       | 06/22/2023       |             | N      |
| ENF 21-1821 | N | SAGINAW ST   | INSPECTED PROPERTY | PARTIALLY RESOLVED | 12/07/2021 | 05/31/2023       | 06/22/2023       |             | N      |
| ENF 22-0925 |   | MEADOW DR    | INSPECTED PROPERTY | 3RD TICKET ISSUED  | 06/22/2022 | 05/24/2023       | 06/22/2023       |             | VAC    |

**Code Enforcement Activity**  
**MAY 2023**

| Enf. Number        | Address |              | Previous Status       | Current Status           | Filed      | Last Action Date | Next Action Date | Date Closed | Rental |
|--------------------|---------|--------------|-----------------------|--------------------------|------------|------------------|------------------|-------------|--------|
| ENF 22-1525        |         | CORUNNA AVE  | CONTACT WITH OWNER    | RECHECK SCHEDULED        | 11/09/2022 | 05/23/2023       | 06/22/2023       |             | COMM   |
| ENF 22-1640        | E       | EXCHANGE ST  | CONTACT WITH OWNER    | RECHECK SCHEDULED        | 12/12/2022 | 05/22/2023       | 06/26/2023       |             | Y      |
| ENF 21-0802        |         | HAMBLIN ST   | INSPECTED PROPERTY    | RECHECK SCHEDULED        | 06/01/2021 | 05/30/2023       | 06/28/2023       |             | VAC    |
| ENF 22-0035        | W       | MAIN ST      | INSPECTED PROPERTY    | EXTENSION GRANTED        | 01/11/2022 | 05/30/2023       | 06/28/2023       |             | COMM   |
| ENF 22-0690        | S       | CHIPMAN ST   | INSPECTED PROPERTY    | FINAL NOTICE             | 05/19/2022 | 05/30/2023       | 06/28/2023       |             | N      |
| ENF 23-0157        | N       | LANSING ST   | CONTACT WITH OWNER    | PARTIALLY RESOLVED       | 02/17/2023 | 05/30/2023       | 06/28/2023       |             | Y      |
| ENF 22-1543        | W       | STEWART ST   | CONTACT WITH OCCUPANT | EXTENSION GRANTED        | 11/16/2022 | 05/05/2023       | 07/05/2023       |             | N      |
| ENF 23-0372        |         | PINE ST      | HOMEOWNER CALLED IN   | RECHECK SCHEDULED        | 05/08/2023 | 05/15/2023       | 07/12/2023       |             | N      |
| ENF 21-1592        | E       | STEWART ST   | INSPECTED PROPERTY    | PARTIALLY RESOLVED       | 10/19/2021 | 05/22/2023       | 07/20/2023       |             | Y      |
| ENF 23-0468        |         | WOODLAWN AVE | LETTER SENT           | RECHECK SCHEDULED        | 05/22/2023 | 05/30/2023       | 07/20/2023       |             | VAC    |
| ENF 22-0393        |         | FLETCHER ST  | INSPECTED PROPERTY    | CONTACTED PROPERTY OWNER | 04/01/2022 | 05/18/2023       | 07/24/2023       |             | N      |
| ENF 22-1488        | N       | WATER ST     | INSPECTED PROPERTY    | PARTIALLY RESOLVED       | 11/01/2022 | 05/31/2023       | 07/27/2023       |             | N      |
| ENF 21-0966        |         | ISHAM ST     | INSPECTED PROPERTY    | REF TO CITY ATTY         | 06/28/2021 | 05/31/2023       | 07/31/2023       |             | VAC    |
| ENF 22-0883        | S       | CHIPMAN ST   | INSPECTED PROPERTY    | LETTER SENT              | 06/15/2022 | 05/25/2023       | 08/14/2023       |             | Y      |
| ENF 20-1016        | W       | EXCHANGE     | INSPECTED PROPERTY    | RECHECK SCHEDULED        | 12/07/2020 | 05/18/2023       | 08/15/2023       |             | COMM   |
| Total Entries      |         |              |                       |                          | 61         |                  |                  |             |        |
| NO BUILDING PERMIT |         |              |                       |                          |            |                  |                  |             |        |
| ENF 23-0290        |         | BROADWAY AVE | RESOLVED              | CLOSED                   | 04/06/2023 | 05/18/2023       |                  | 05/18/2023  | N      |
| ENF 23-0272        |         | ORCHARD ST   | LETTER SENT           | RECHECK SCHEDULED        | 04/03/2023 | 05/01/2023       | 06/05/2023       |             | N      |





| Enf. Number          | Address      | Previous Status    | Current Status     | Filed         | Last Action Date | Next Action Date | Date Closed | Rental |
|----------------------|--------------|--------------------|--------------------|---------------|------------------|------------------|-------------|--------|
| ENF 23-0133          | CORUNNA AVE  | INSPECTED PROPERTY | PARTIALLY RESOLVED | 02/09/2023    | 05/23/2023       | 06/06/2023       |             | N      |
|                      |              |                    |                    | Total Entries | 1                |                  |             |        |
| SEWER DISCHARGE      |              |                    |                    |               |                  |                  |             |        |
| ENF 23-0476          | BROADWAY AVE | LETTER SENT        | LETTER SENT        | 05/22/2023    | 05/22/2023       | 06/05/2023       |             | Y      |
| ENF 23-0477          | BROADWAY AVE | LETTER SENT        | LETTER SENT        | 05/22/2023    | 05/22/2023       | 06/05/2023       |             | N      |
|                      |              |                    |                    | Total Entries | 2                |                  |             |        |
| SIDEWALK VIOLATION   |              |                    |                    |               |                  |                  |             |        |
| ENF 23-0293          | GRACE ST     | RESOLVED           | CLOSED             | 04/17/2023    | 05/01/2023       |                  | 05/01/2023  | N      |
|                      |              |                    |                    | Total Entries | 1                |                  |             |        |
| SIGN VIOLATION       |              |                    |                    |               |                  |                  |             |        |
| ENF 23-0310          | N SAGINAW ST | RESOLVED           | CLOSED             | 04/18/2023    | 05/02/2023       |                  | 05/02/2023  | N      |
|                      |              |                    |                    | Total Entries | 1                |                  |             |        |
| TEMPORARY STRUCTURES |              |                    |                    |               |                  |                  |             |        |
| ENF 21-1655          | HURON ST     | RESOLVED           | CLOSED             | 10/27/2021    | 05/24/2023       |                  | 05/24/2023  | N      |
| ENF 22-1564          | ISHAM ST     | RESOLVED           | CLOSED             | 11/22/2022    | 05/22/2023       |                  | 05/22/2023  | N      |
| ENF 22-0305          | E MASON ST   | INSPECTED PROPERTY | FINAL NOTICE       | 03/15/2022    | 05/08/2023       | 06/05/2023       |             | N      |
| ENF 21-1643          | ABBOTT ST    | INSPECTED PROPERTY | PENDING 1ST TICKET | 10/26/2021    | 05/24/2023       | 06/07/2023       |             | N      |
| ENF 21-0380          | GRACE ST     | INSPECTED PROPERTY | PENDING 2ND TICKET | 03/11/2021    | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 22-0236          | GRAND AVE    | INSPECTED PROPERTY | FINAL NOTICE       | 03/03/2022    | 05/31/2023       | 06/15/2023       |             | N      |
| ENF 21-1759          | HERMAN ST    | INSPECTED PROPERTY | RECHECK SCHEDULED  | 11/18/2021    | 05/31/2023       | 06/19/2023       |             | Y      |
|                      |              |                    |                    | Total Entries | 7                |                  |             |        |
| TRAILER VIOLATIONS   |              |                    |                    |               |                  |                  |             |        |

MAY 2023

| Enf. Number            | Address      | Previous Status    | Current Status    | Filed      | Last Action Date | Next Action Date | Date Closed | Rental |
|------------------------|--------------|--------------------|-------------------|------------|------------------|------------------|-------------|--------|
| ENF 23-0312            | S BROOKS ST  | INSPECTED PROPERTY | RECHECK SCHEDULED | 04/18/2023 | 05/18/2023       | 06/05/2023       |             | N      |
| Total Entries          |              |                    |                   | 1          |                  |                  |             |        |
| TREES HANGING OVER ROW |              |                    |                   |            |                  |                  |             |        |
| ENF 23-0383            | WALNUT ST    | CONTACT WITH OWNER | EXTENSION GRANTED | 05/11/2023 | 05/15/2023       | 06/05/2023       |             | N      |
| Total Entries          |              |                    |                   | 1          |                  |                  |             |        |
| VACANT STRUCTURES      |              |                    |                   |            |                  |                  |             |        |
| ENF 20-0758            | PEARCE ST    | INSPECTED PROPERTY | RECHECK SCHEDULED | 09/18/2020 | 05/30/2023       | 06/15/2023       |             | VAC    |
| ENF 20-0755            | CARMODY ST   | INSPECTED PROPERTY | REF TO CITY ATTY  | 09/18/2020 | 05/18/2023       | 06/19/2023       |             | VAC    |
| Total Entries          |              |                    |                   | 2          |                  |                  |             |        |
| WINDOWS                |              |                    |                   |            |                  |                  |             |        |
| ENF 22-1385            | W MAIN ST    | INSPECTED PROPERTY | CLOSED            | 10/11/2022 | 05/08/2023       |                  | 05/08/2023  | COMM   |
| ENF 23-0095            | BROADWAY AVE | CONTACT WITH OWNER | EXTENSION GRANTED | 01/30/2023 | 05/04/2023       | 06/05/2023       |             | N      |
| Total Entries          |              |                    |                   | 2          |                  |                  |             |        |
| ZONING                 |              |                    |                   |            |                  |                  |             |        |
| ENF 22-1287            | W STEWART ST | INSPECTED PROPERTY | CLOSED            | 09/12/2022 | 05/25/2023       |                  | 05/25/2023  | N      |
| ENF 20-0866            | STATE ST     | INSPECTED PROPERTY | REF TO CITY ATTY  | 10/20/2020 | 05/15/2023       | 06/12/2023       |             | COMM   |
| Total Entries          |              |                    |                   | 2          |                  |                  |             |        |
| Total Records:         |              | 350                |                   |            | Total Pages:     |                  | 21          |        |

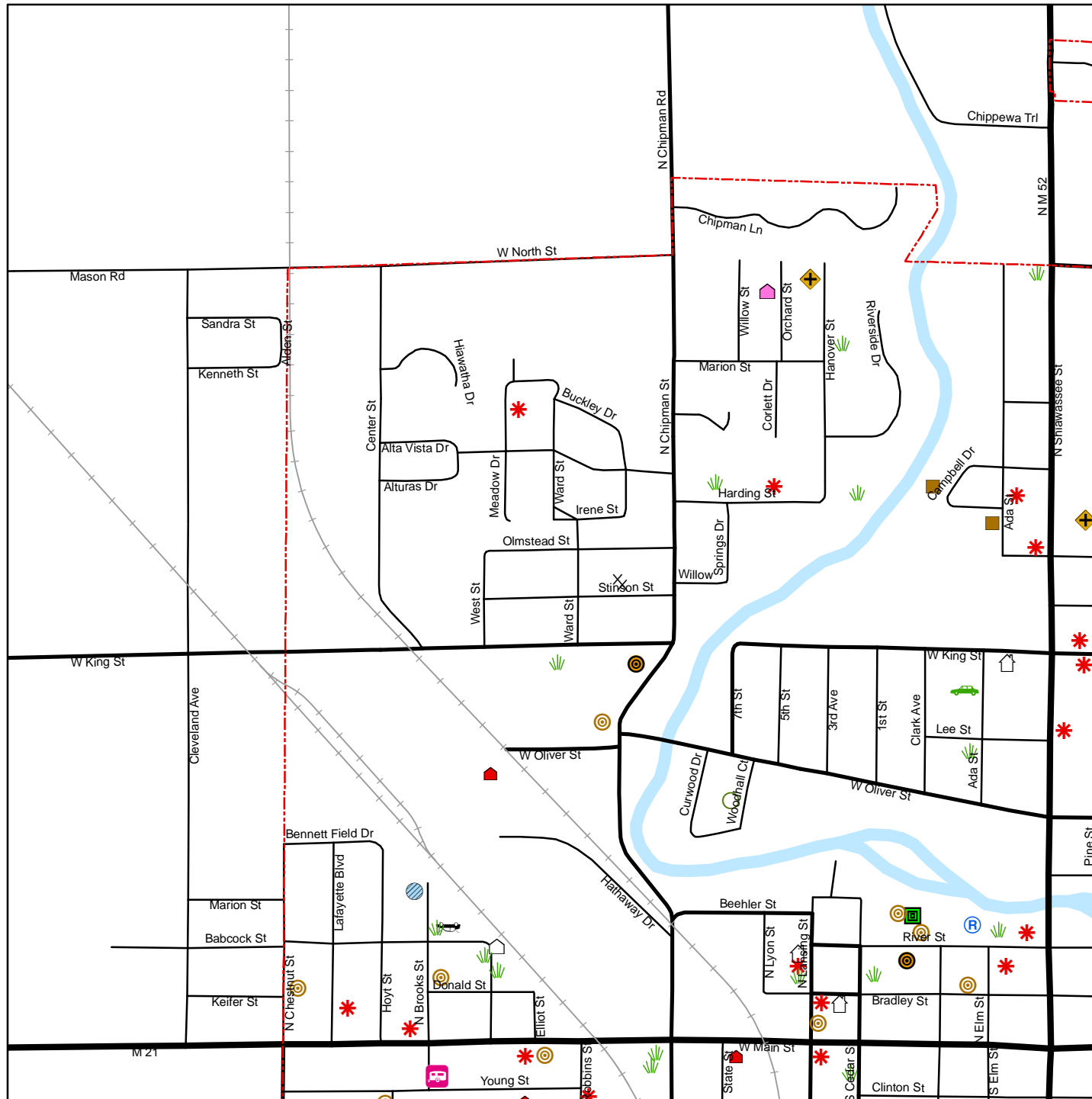
### NE Quadrant



# City of Owosso

## Code Enforcement Activity May 2023

### NW Quadrant



#### Category

- Auto Repair/Junk Vehicle
- Building Violation
- Drain Issues
- Exterior Paint/Siding
- Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In ROW
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Pool Maintenance
- Rental Registration
- ROW Violations
- Trailer Violations
- Vacant Structures

#### Other Features

- City Limit
  - Railroads
  - River & Lakes
- 0 300 600 900 1,200 Feet


























# City of Owosso




## Code Enforcement Activity May 2023

### SE Quadrant

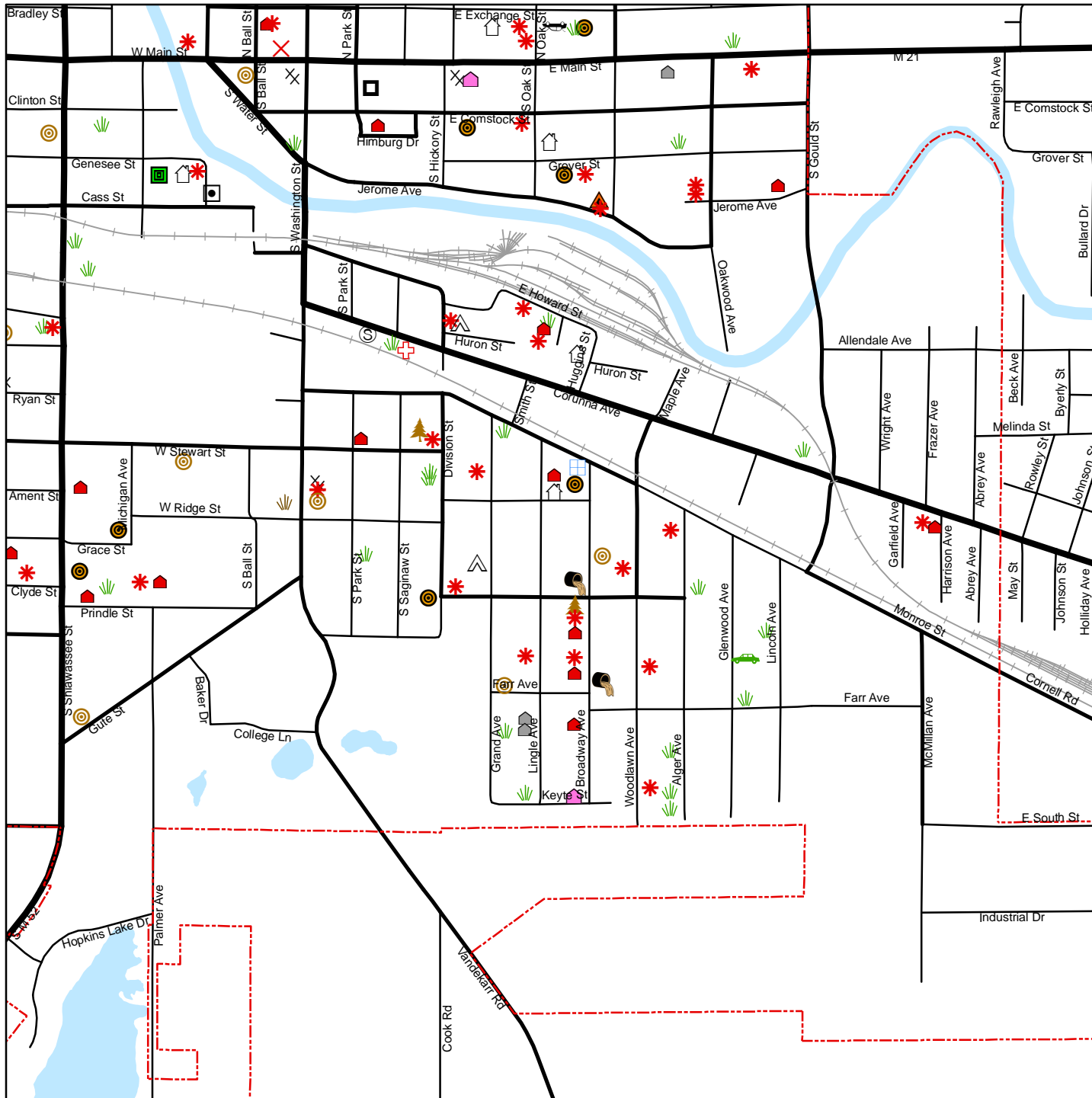
#### Category

-  Accessory Structures
-  Appliances
-  Auto Repair/Junk Vehicle
-  Brush
-  Building Violation
-  Dead Tree
-  Demo By Neglect HDC
-  Dumpster Violations
-  Exterior Paint/Siding
-  Fence Violation
-  Front Yard Parking
-  Furniture Outside
-  Garbage & Debris
-  Garbage/Junk In ROW
-  Health & Safety
-  Imminent Danger Of Structure
-  Lawn Maintenance
-  Multiple Violations
-  No Building Permit
-  Scrapping Materials
-  Sewer Discharge
-  Temporary Structures
-  Windows

#### Other Features

-  City Limit
-  Railroads
-  River & Lakes

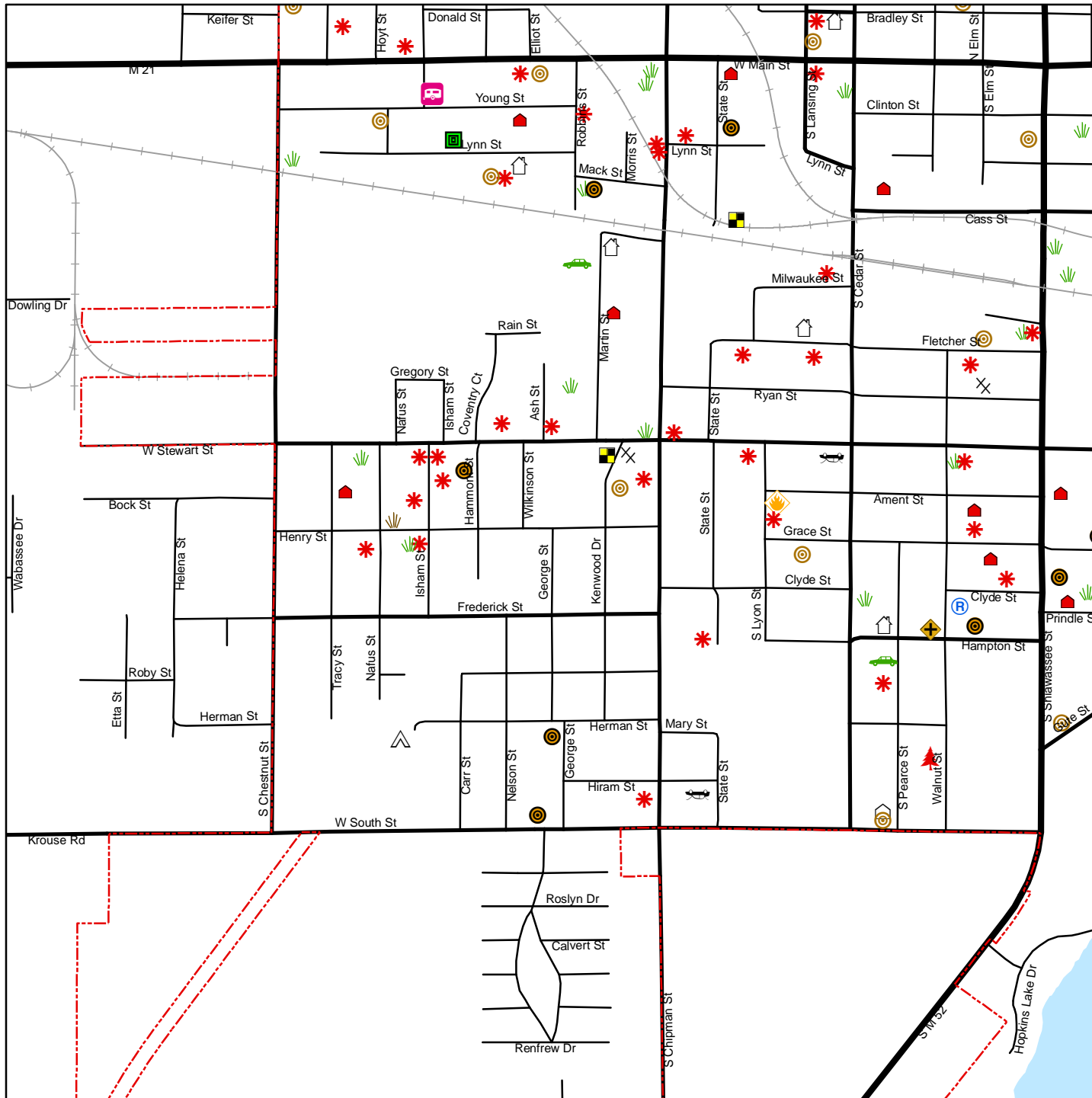
0 300 600 900 1,200 Feet



# City of Owosso

## Code Enforcement Activity May 2023

### SW Quadrant



#### Category

- Auto Repair/Junk Vehicle
- Brush Piles
- Building Violation
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Lawn Maintenance
- Multiple Violations
- Rental Registration
- ROW Violations
- Temporary Structures
- Trailer 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**  
**MAY 2023**

|                                 |   |            |
|---------------------------------|---|------------|
| BOOTH, MARK                     | MECHANICAL & PLUMBING INSPECTOR<br>Total Inspections: | <b>32</b>  |
| FIRE DEPARTMENT                 | RENTAL INSPECTIONS<br>Total Inspections:              | <b>3</b>   |
| HARRIS, JON                     | ELECTRICAL INSPECTOR<br>Total Inspections:            | <b>16</b>  |
| HISSONG, BRAD                   | BUILDING OFFICIAL<br>Total Inspections:               | <b>106</b> |
| FREEMAN, GREG                   | CODE ENFORCEMENT<br>Total Inspections:                | <b>292</b> |
| MAYBAUGH, BRAD                  | CODE ENFORCEMENT<br>Total Inspections:                | <b>179</b> |
| <b>Grand Total Inspections:</b> |   | <b>628</b> |







# OWOSSO POLICE DEPARTMENT

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

## MEMORANDUM

DATE: 13 June 2023  
TO: Owosso City Council  
FROM: Eric E. Cherry  
Police Department Lieutenant  
RE: May 2023 Police Activity Report

### **Master Plan Goal 3.1, 3.2**

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

*The Police Department Administration attended the Shiawassee County Area Law Enforcement (SCALE) Chief's meeting. We discussed staffing levels throughout summer events and when/where help may be needed in the different municipalities.*

*The Police Department Administration attended the law day luncheon with various members of the judicial system.*

*The Police Department Administration attended meetings to try to find automated parking ticket solution that would make the payment process more efficient.*

*The Police Department Administration attended the Mid-Michigan Area Group Narcotics Enforcement Team (MAGNET) meeting, where recent cases were discussed and the changes as a result of their Detective Lieutenant retiring.*

*The members involved in the COSSUP grant attended multiple meetings regarding the start-up of the program.*

### **May - 5 YEAR AVERAGE**

|                       | 2019-May | 2020-May | 2021-May | 2022-May | 2023-May | May 5YR AVG |
|-----------------------|----------|----------|----------|----------|----------|-------------|
| Part I Crimes         | 30       | 35       | 33       | 21       | 31       | 30          |
| Part II Crimes        | 114      | 57       | 83       | 83       | 129      | 93.2        |
| Violent Crimes        | 12       | 14       | 8        | 10       | 6        | 10          |
| Total Reports         | 218      | 136      | 167      | 166      | 194      | 176.2       |
| Felony Arrests        | 16       | 6        | 9        | 12       | 6        | 9.8         |
| Total Arrests         | 65       | 15       | 34       | 39       | 40       | 38.6        |
| Traffic Stops         | 74       | 27       | 31       | 57       | 78       | 53.4        |
| All Dispatched Events | 709      | 606      | 997      | 968      | 1061     | 868.2       |

**LAST 12 MONTHS**

|                          | 2022-<br>Jun | 2022-<br>Jul | 2022-<br>Aug | 2022-<br>Sep | 2022-<br>Oct | 2022-<br>Nov | 2022-<br>Dec | 2022-<br>Jan | 2023-<br>Feb | 2023-<br>Mar | 2023-<br>Apr | 2023-<br>May | Last 12<br>Months | Average |
|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------|---------|
| Part I Crimes            | 30           | 30           | 33           | 31           | 26           | 30           | 15           | 20           | 16           | 26           | 23           | 31           | 311               | 25.92   |
| Part II Crimes           | 69           | 86           | 103          | 99           | 85           | 83           | 78           | 71           | 71           | 96           | 95           | 129          | 1,065             | 88.75   |
| Violent Crimes           | 10           | 12           | 11           | 9            | 9            | 11           | 3            | 5            | 5            | 4            | 7            | 6            | 92                | 7.67    |
| Total Reports            | 160          | 152          | 186          | 171          | 168          | 171          | 151          | 141          | 133          | 170          | 182          | 194          | 1,978             | 164.92  |
| Felony Arrests           | 6            | 6            | 13           | 5            | 13           | 7            | 2            | 8            | 7            | 8            | 5            | 6            | 86                | 7.17    |
| Total Arrests            | 38           | 43           | 46           | 38           | 42           | 48           | 35           | 44           | 33           | 39           | 31           | 40           | 477               | 39.75   |
| Traffic Stops            | 35           | 36           | 49           | 65           | 52           | 197          | 192          | 213          | 222          | 130          | 151          | 78           | 1,420             | 118.33  |
| All Dispatched<br>Events | 863          | 882          | 943          | 1132         | 1032         | 1167         | 991          | 1071         | 1006         | 969          | 1004         | 1061         | 12,121            | 1010.08 |



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

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# *MEMORANDUM*

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DATE: June 9, 2023

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: May 2023 Fire & Ambulance Report

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Attached are the statistics for the Owosso Fire Department (OFD) for May 2023. The Owosso Fire Department responded to 243 incidents in the month of May.

OFD responded to 22 fire calls and responded to 221 EMS calls.

Previous Month ▾

May 1, 2023 - May 31, 2023 ▾

9%

FIRE

Percentage of Total Incidents

91%

EMS

Percentage of Total Incidents

243

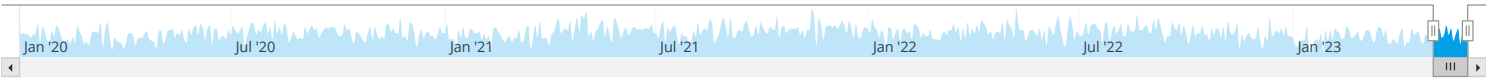
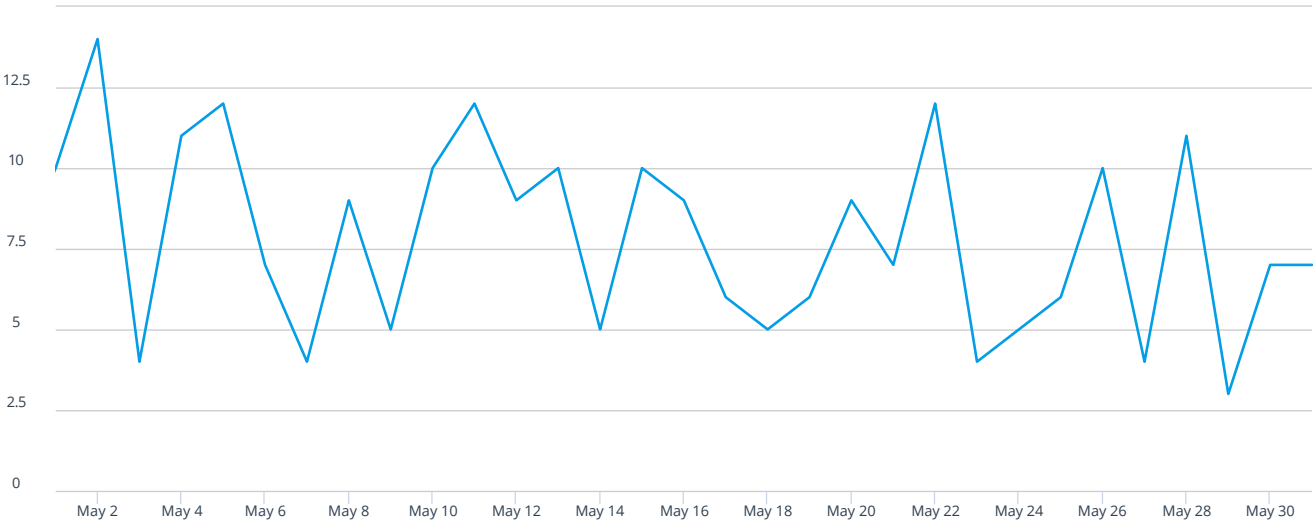
INCIDENTS

In Selected Time Slice

31

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

| Week Ending   | 5/7/23 | 5/14/23 | 5/21/23 | 5/28/23 | 6/4/23 | 6/11/23 | 6/18/23 | 6/25/23 | 7/2/23 | 7/9/23 | 7/16/23 | 7/23/23 | 7/30/23 | Total |
|---|--------|---------|---------|---------|--------|---------|---------|---------|--------|--------|---------|---------|---------|-------|
| (11) Structure Fire                                     | 1      |         |         | 1       |        |         |         |         |        |        |         |         |         | 2     |
| (25) Excessive heat, scorch burns with no ignition      |        |         |         | 1       |        |         |         |         |        |        |         |         |         | 1     |
| (30) Rescue, emergency medical call (EMS), other        |        |         |         | 1       |        |         |         |         |        |        |         |         |         | 1     |
| (32) Emergency medical service (EMS) incident           | 58     | 59      | 43      | 43      | 16     |         |         |         |        |        |         |         |         | 219   |
| (41) Combustible/f... spills & leaks                    |        |         |         | 1       |        |         |         |         |        |        |         |         |         | 1     |
| (44) Electrical wiring/equipm.. problem                 |        |         | 1       |         | 1      |         |         |         |        |        |         |         |         | 2     |
| (55) Public service assistance                          |        |         | 3       | 2       |        |         |         |         |        |        |         |         |         | 5     |
| (56) Unauthorized burning                               |        |         |         | 1       |        |         |         |         |        |        |         |         |         | 1     |
| (61) Dispatched and canceled en route                   |        | 1       | 2       | 2       |        |         |         |         |        |        |         |         |         | 5     |
| (65) Steam, other gas mistaken for smoke                | 1      |         |         |         |        |         |         |         |        |        |         |         |         | 1     |
| (73) System or detector malfunction                     | 2      |         |         |         |        |         |         |         |        |        |         |         |         | 2     |
| (74) Unintentional system/detect... operation (no fire) |        |         | 3       |         |        |         |         |         |        |        |         |         |         | 3     |
| Total   | 62     | 60      | 52      | 52      | 17     |         |         |         |        |        |         |         |         | 243   |

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

**June 7, 2023, AT 7:30 A.M.**

**CALL TO ORDER:** The meeting was called to order by Chair Jon Moore at 7:36 A.M.

**ROLL CALL:** Taken by Chair Jon Moore

**PRESENT:** Chair Jon Moore, Vice-Chair Lance Omer, Commissioners: Bill Gilbert, Toni Marr, Josh Ardelean, Nicole Reyna, Melissa Wheeler

**ABSENT:** Commissioner Emily Olson and Mayor Robert J. Teich, Jr.

**OTHERS PRESENT:** Nathan Henne, City Manager; Lizzie Fredrick, DDA/OMS Director and Nick Bruckman, AmeriCorps Member

**AGENDA:**

**MOVED BY OMER, SUPPORTED BY ARDELEAN TO APPROVE THE JUNE 7, 2023 DDA/OMS AGENDA AS PRESENTED.**

**AYES: ALL**

**MOTION CARRIED**

**MINUTES:**

**MOVED BY OMER, SUPPORTED BY WHEELER TO APPROVE THE MAY 3, 2023 DDA/OMS MEETING MINUTES.**

**AYES: ALL**

**MOTION CARRIED**

**PUBLIC COMMENTS:** None.

**ITEMS OF BUSINESS:**

1. **CHECK REGISTER MAY 2023:** Fredrick presented the May Check Disbursement Report.

**MOVED BY OMER, SUPPORTED BY REYNA TO APPROVE THE CHECK REGISTER AS PRESENTED FOR MAY 2023.**

**AYES: ALL**

**MOTION CARRIED**

2. **REVENUE AND EXPENDITURE REPORT:** Fredrick reviewed the OMS/DDA year-to-date revenue and expenses.
3. **TRIAL BALANCE REPORT:** Fredrick provided an overview of the Trial Balance Report.
4. **LOAN INVENTORY REPORT:** Fredrick provided an overview of the Revolving Loan Fund inventory.
5. **CHARGEPOINT REPORT:** Fredrick presented the financial summary for the electric vehicle charging stations for the month of May and noted that the charging stations were out of service for a portion of the month.

6. **SOCIAL MEDIA ANALYTICS:** Fredrick reviewed the monthly social media analytics and answered questions.
7. **ELECTION OF OFFICERS:** Moore reviewed the DDA/OMS bylaws for the election of officers.

**MOVED BY ARDELEAN, SUPPORTED BY WHEELER TO REELECT JON MOORE AS CHAIR AND LANCE OMER AS VICE-CHAIR.**

**AYES: ALL**

**MOTION CARRIED**

8. **FY 22-23 BUDGET AMENDMENTS:** Fredrick updated the Board on the Fiscal Year 2022-23 budget and answered questions.

**MOVED BY GILBERT, SUPPORTED BY REYNA TO APPROVE THE OMS/DDA QUARTERLY BUDGET AMENDMENTS AS PRESENTED.**

**AYES: ALL**

**MOTION CARRIED**

9. **OMS/DDA WEBSITE:** Chair Moore updated the Board on the current state of the OMS/DDA website.

Fredrick presented the new proposed website service contract to the Board.

**MOVED BY OMER, SUPPORTED BY REYNA TO APPROVE THE WEBSITE HOSTING, MAINTENANCE AND CONTENT UPDATES CONTRACT WITH AJ MORRIS IN THE AMOUNT OF \$1,800 AND AUTHORIZE THE OMS/DDA EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT.**

**AYES: ALL**

**MOTION CARRIED**

10. **ELECTRIC VEHICLE PARKING VIOLATION:** Fredrick reviewed the current and proposed parking fee structure and assessments.

**MOVED BY ARDELEAN, SUPPORTED BY WHEELER TO RECOMMEND CITY COUNCIL AMEND THE EV PARKING VIOLATION FEE STRUCTURE AS PRESENTED.**

**AYES: ALL**

**MOTION CARRIED**

11. **MICHIGAN MAIN STREET ACCREDITATION:** Fredrick reviewed the Michigan Main Street Accreditation process and timeline.

Board discussed scheduling a Special Meeting to complete the Owosso Main Street Self-Assessment.

#### **COMMITTEE UPDATES:**

1. **Design:** Wheeler updated the Board that petunias are now planted in the hanging baskets and that the Design Committee is working on long-term infrastructure plans.
2. **Promotion:** Fredrick informed the Board that the current Promotion Chair has stepped back from volunteering and provided updates on the current state of the Art Walk event planning.

Bruckman updated the Board about Open Streets Owosso and Vintage Motorcycle Days event planning.

3. **Organization:** Fredrick updated the Board on the Vibrancy Grant and on Notions software being used for work plans and the downtown district databases.
4. **Economic Vitality:** Omer updated the Board on the Electric Vehicle charging stations.

**BOARD CONTINUING EDUCATION/INFORMATION:** Vice-Chair Omer provided a summary of the EV 101 seminar that he attended with Chair Moore.

Chair Moore shared that he is participating in monthly Michigan Main Street Board Chair meetings.

**DIRECTOR UPDATES:** Fredrick updated the Board on downtown maintenance needs including a pump replacement for the Fountain Park fountain.

Fredrick welcomed Public Safety Chief Kevin Lenkart who introduced Dr. Gary Duehring and updated the Board on downtown parking enforcement and community outreach.

**BOARD COMMENTS:** The Board discussed scheduling a downtown cleanup day and needing events to have an established committee with time for planning for the event to occur.

**ADJOURNMENT:**

**MOVED BY ARDELEAN, SUPPORTED BY OMER TO ADJOURN AT 9:13 A.M.**

**AYES: ALL  
MOTION CARRIED**

**NEXT MEETING JULY 5, 2023.**