

ATTENTION: BEGINNING MAY 15, 2023 A 30-MINUTE COUNCIL DISCUSSION PERIOD WILL BE HELD IMMEDIATELY PRIOR TO EACH REGULAR MEETING. THE PUBLIC IS WELCOME TO ATTEND.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, NOVEMBER 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 NOVEMBER 6, 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. Ordinance Amendment – Chapter 32, Taxation. Conduct public hearing to receive citizen comment regarding the proposed amendment to Chapter 32, Taxation, Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments* of the Code of Ordinances.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. New Year's Eve Block Party Permission. Approve request from Owosso Main Street for the closure of South Washington Street from Comstock Street to Jerome Street on Sunday, December 31, 2023 at 9:00 p.m. until Monday, January 1, 2024 at 1:00 a.m. for the New Year's Eve Block Party and approve Traffic Control Order No. 1510 formalizing the request.
Master Plan Implementation Goals: 4.2, 4.6, 5.9, 5.12
2. COSSAP Subcontract Agreement. Approve subcontract agreement with Shiawassee Health and Wellness for the implementation of the Comprehensive Opioid, Stimulant and Substance Abuse Program (COSSAP) grant.
3. 2024 Schedule of Meetings. Adopt the 2024 Boards and Commissions Meeting Schedule.

4. Professional Services Agreement – Private Credit Assessment Services. Approve professional services agreement with S&P Global Ratings for the provision of private credit assessment services in the amount of \$26,062.00, and further approve payment to the firm upon satisfactory completion of the contracted tasks.
5. Purchase Authorization – Four City Fleet Vehicles. Waive competitive bidding requirements, authorize a purchase agreement with Lunghamer Ford of Owosso, LLC for the purchase of four (4) 2024 Ford Escape Sport Utility Vehicles in the amount of \$121,264.00 under the terms of State of Michigan Contract No. 071B7700180 / Macomb County Contract # 21-18, and further authorize payment to the vendor upon satisfactory delivery of the vehicle for use in the Fleet Motor Pool.
Master Plan Implementation Goals: 3.2
6. Warrant No. 636. Authorize Warrant No. 636 as follows:

Vendor	Description	Fund	Amount
Gould Law	Services from October 10, 2023 – November 13, 2023	Varies	\$14,115.44

ITEMS OF BUSINESS

1. Establish Early Voting Location. Consider establishing the City Council Chambers at Owosso City Hall as the 9-Day Early Voting Center Location to serve registered voters of the City of the Owosso for all State and Federal elections.
2. SATA Millage Request. Consider resolution authorizing the millage proposal for Shiawassee Area Transportation Agency funding be placed on the 2024 Presidential Primary election ballot.

COMMUNICATIONS

1. Tanya S. Buckelew, Planning & Building Director. October 2023 Building Department Report.
2. Tanya S. Buckelew, Planning & Building Director. October 2023 Code Violations Report.
3. Tanya S. Buckelew, Planning & Building Director. October 2023 Inspections Report.
4. Tanya S. Buckelew, Planning & Building Director. October 2023 Certificates Issued Report.
5. Kevin D. Lenkart, Public Safety Director. October 2023 Police Report.
6. Kevin D. Lenkart, Public Safety Director. October 2023 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, December 04, 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
 Downtown Development Authority – term expires June 30, 2024
 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. The City of Owosso Website address is www.ci.owosso.mi.us.

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

The Owosso City Council will conduct an in-person meeting on November 20, 2023. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, November 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/82297589177?pwd=SkJLNmpYOHRUWjg3SFBvR1NjTTFhZz09>
- **Meeting ID:** 822 9758 9177
- **Password:** 116112
- **One tap mobile**

+13052241968,,82297589177#,,,,*116112# US

+13092053325,,82297589177#,,,,*116112# 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 November 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. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF NOVEMBER 6, 2023
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR KATIE WALLEN
FIRST BAPTIST CHURCH OF OWOSSO

PLEDGE OF ALLEGIANCE: REVEREND PAUL BRUNELL
CHRIST EPISCOPAL CHURCH

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

ABSENT: Councilmember Emily S. Olson.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 16, 2023

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of October 16, 2023 as presented.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF OCTOBER 30, 2023

Motion by Councilmember Pidek to approve the Minutes of the Special Meeting of October 30, 2023 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

COSSAP Grant Presentation

City Council received a presentation from Owosso Police Department Captain Eric Cherry, Community Resource Officer Ryan Jenkins, and Comprehensive Opioid Stimulant and Substance Abuse Program grant partner Amy Cherry from Shiawassee Health and Wellness regarding the new program to prevent opioid overdose deaths and help those battling opioid addiction and its success within the community.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Robert Doran-Brockway, 401 N. Washington Street, expressed his displeasure regarding the speculative mishandling of funds raised by the Historical millage and the sale of the Gould House. He spoke of his time as the Historical Commission Director and the efforts that he exerted in order to raise funds for the maintenance of the community's historical buildings.

Patrice Martin, 615 N. Park Street, commended members of the COSSAP Grant committee on their efforts. She also expressed her displeasure with the lack of adherence to the City's Master Plan in regard to the Gould House sale.

Tom Manke, 2910 W. M-21, congratulated Capitan Eric Cherry on his promotion and mentioned the opening of the new meat market downtown.

CONSENT AGENDA

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

First Reading and Set Public Hearing – Ordinance Amendment – Chapter 32, Taxation. Conduct first reading and set a public hearing for Monday, November 20, 2023 at 7:30 p.m. to receive citizen comment regarding the proposed amendment to Chapter 32, Taxation, Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments* of the Code of Ordinances as follows:

RESOLUTION NO. 187-2023

AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED AMENDMENT OF DIVISION 2, VENTURE RIVERVIEW FLATS, LDHA, OF CHAPTER 32, TAXATION, OF THE CODE OF ORDINANCES TO AMEND THE PILOT AGREEMENT FOR THE RIVERVIEW FLATS

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

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

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

WHEREAS, the City of Owosso previously amended this ordinance on September 19, 2022, and after working with the State of Michigan and the developers, it concurs that additional amendments are required to said ordinance.

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

SECTION 1. AMENDMENT. Division 2, Venture Riverview Flats LDHA LP, of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be amended as follows:

DIVISION 2. -VENTURE RIVERVIEW FLATS, LDHA LP

Sec. 32-50. - Preamble.

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

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

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

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

COM 70' S OF NE CORNER BLK 38 TH W 143.8' TH S 62' TH W 334.7' TH S TO SHIA RIVER TH SE'LY TO PT 6" N OF THE PT WHERE N LN OF EXCHANGE ST IF EXT'D WL Y WOULD INTERSECT E BANK OF SD RIVER TH ON A LN PAR'L WITH N LN OF EXCHANGE ST SO EXT D TO A PT 126' W OF W LN OF WATER ST TH N 2' TH EI YON A LN PAR'L WITH THE N LN OF EXCHANGEST SO EXT'D 38' TH S 2'6" TO N LN EXCHANGE ST SO EXT'D TH E ON LINE OF EXCHANGE ST SO EXT'D 88' TO THEW LN OF WATER ST TH N TO BEG BLK 38 ORIGINAL PLAT;

Parcel Number: 050-470-038-002-00

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

Sec. 32-51. - Definitions.

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

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

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

Authority means the Michigan State Housing Development Authority.

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

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

HUD means the **U.S.** Department of Housing and Urban Development ~~of the United States Government.~~

Mortgage loan means a **loan that is Federally-Aided (as defined in Section 11 of the Act) or loan or grant made or to be made by the Authority, for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.** ~~loan to be made by the authority or Fanners Home Administration or the Department of Housing and Urban Development to a sponsor for the construction and permanent financing of a housing development or a mortgage loan insured by HUD or a federally aided mortgage as otherwise defined by the Act.~~

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

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

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

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

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

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be multiple dwellings for persons of low income **and any social, recreational, commercial and communal facilities as may be necessary to serve residents of the housing development and the area in which it is located,** which are financed or assisted by the authority, or which have a federally aided mortgage, as defined in the Act. It is determined that **Water Street Exchange Riverview Flats** is of this class.

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

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

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

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

Notwithstanding anything contained herein to the contrary, should the Sponsor fail to pay the final adjusted service charge in lieu of taxes granted hereunder by the due date, or fail to submit along with the payment such financial information as is necessary to support the calculations used to make a payment, the City may determine that the Sponsor has violated the Ordinance and may then follow the collection procedures pursuant to the provisions of the General Property Tax Act (1893 PA 206. As amended; MCL 211.1, et seq) in order to collect the service charge.

Sec. 32-55. • Duration.

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

Sec. 32.56. - Contractual effect.

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

Sec. 32.57 – Severability

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

Sec. 32.58 – Inconsistent Ordinances

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such consistency or conflict.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, November 20, 2023 at 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing citizen comment regarding the proposed amendment to the Code of Ordinances.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Purchase Authorization – Type III Ford E-450 Ambulance. Authorize the purchase from Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles for the purchase of one 2026 (estimated year) Type III E-450 Ambulance and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 188-2023

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
KODIAK EMERGENCY VEHICLES
FOR ONE 2026 FORD E-450 AMBULANCE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Fire/EMS Department requiring the use of ambulances; and

WHEREAS, the City of Owosso requested bids through MITN and it is hereby determined that Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles is qualified to provide such vehicle and that it has submitted a responsible and responsive bid.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase one 2026 Osage Super Warrior Type III Ford E-450 ambulance and a Stryker Super Pro-Pro 2 Cot and a Stryker Xpedition powered stair chair from Kodiak Emergency Equipment, Inc. d/b/a Kodiak Emergency Vehicles for \$373,245.00.

SECOND: The City Manager and City Attorney shall prepare the contract for purchase for which the mayor and city clerk are instructed to authorize and sign.

THIRD: The accounts payable department is hereby authorized to make payment to Kodiak Emergency Vehicles in the amount of \$373,245.00 upon satisfactory receipt of the ambulance.

Fire Truck Change Orders #1 and #2 – HME Inc. Authorize Change Orders #1 and #2 with HME Inc. in the amount of \$8,214.00 and \$8,169.00 respectively for the 2023 fire truck bid, increasing the original contract price from \$789,988.00 to \$806,371.00 as follows:

RESOLUTION NO. 189-2023

**RESOLUTION AUTHORIZING CHANGE ORDERS #1 AND #2 WITH
HME, INC. FOR ONE CORE TOP-MOUNT PUMPER**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved the purchase of a 2024 Fire Truck from HME Inc. on September 5, 2023 in the amount of \$789,988.00; and

WHEREAS, additional materials and labor were required to complete the purchase necessitating Change Orders #1 and #2, in the amounts of \$8,214.00 and \$8,169.00, increasing the purchase price to \$806,371.00.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the purchase agreement with HME, Inc. by \$18,383.00, increasing the original purchase from \$789,988.00 to \$806,371.00 for additional labor and materials necessary to complete the purchase.
- SECOND: The mayor and city clerk are instructed and authorized to sign Change Orders #1 and #2 between the City of Owosso, Michigan and HME, Inc. in the amounts of \$8,214.00 and \$8,169.00, respectively.
- THIRD: The accounts payable department is authorized to submit payment to HME, Inc up to the amount of \$806,371.00.
- FOURTH: The above expenses shall be paid from the Fire Equipment account, 101-336-978.000.

WWTP Secondary Clarifier – Addendum No. 7. Authorize the Agreement between the City of Owosso and Fishbeck of Lansing, Michigan dated September 7, 2021 in the amount of \$498,000.00 as addendum No. 7 for providing engineering design, bidding services, and construction administration services for the Secondary Clarifier project at the Wastewater Treatment Plant, with construction services being contingent upon securing CWSRF loan funding as follows:

RESOLUTION NO. 190-2023

APPROVAL OF ADDENDUM NO. 7 TO THE AGREEMENT BETWEEN THE CITY OF OWOSSO AND FISHBECK FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR SECONDARY CLARIFIER AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will fund from the State of Michigan's Clean Water State Revolving Fund (CWSRF) for Secondary Clarifier, and

WHEREAS, key components of the clarifiers have reached or are beyond the end of their useful lives, and Fishbeck of Lansing, Michigan has provided a proposal for the necessary engineering services to replace this aged equipment, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the design, bid specification development, and construction administration services to replace the aged equipment, and hereby recommends authorizing Fishbeck to provide these engineering services in the amount of \$498,000.00.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Fishbeck for design services to replace the aged equipment at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to Fishbeck in the amount of \$498,000.00 for these services.
- THIRD: Task 4 – Construction Services is contingent upon the City securing loan funding through the State’s CWSRF program.
- FOURTH: The above expenses shall be paid from the fund 599-901-977.000.

Check Register – October 2023. Affirm check disbursements totaling \$2,738,407.59 through October 31, 2023.

Warrant No. 635. Authorize Warrant No. 635 as follows:

Vendor	Description	Fund	Amount
Waste Management	Service Period October 1, 2023 – October 15, 2023	WWTP	\$10,692.28

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Olson.

ITEMS OF BUSINESS

Lot Split Authorization – 824 South Park Street

Motion by Councilmember Pidek to approve authorization of the division of a City lot under Michigan Subdivision Control Act for platted lot at 824 South Park Street as follows:

RESOLUTION NO. 191-2023

LOT SPLIT 824 SOUTH PARK STREET PARCEL #78-050-652-006-011-00

WHEREAS, the City of Owosso received a petition from Robert and Dara Siddock for a lot split for their property at 824 South Park Street, parcel number 78-050-652-006-011-00, complete with application; and

WHEREAS, Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso requires such applications to be approved by the city council; and

WHEREAS, the city building official, assessor, treasurer, public utilities director, engineer and zoning administrator have all approved the application.

NOW THEREFORE BE IT RESOLVED that the City of Owosso City Council hereby approves the split as illustrated and described by the city assessor in the application dated October 3, 2023, resulting in the addition of 38' to the existing parcel at 830 South Park Street for a future addition to the house and the removal of 38' from the parcel at 824 South Park Street as described below:

Current Description (824 South Park Street, 050-652-006-011-00)

LOT 12 & 15 BLK 6 A L WILLIAMS 2nd ADD

New Description After Split, (824 South Park Street, 050-652-006-011-00)

LOTS 12 & 15, EXC S 38 FT OF LOT 15, BLK 6 A L WILLIAMS 2ND ADD L1/P58

Description Split Parcel (to be added to 830 South Park Street, 050-652-006-015-00)

LOTS 16, 19, & S 38 FT OF LOT 15, BLK 6 A L WILLIAMS 2ND ADD L1/P58

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Olson.

COMMUNICATIONS

Brad A. Barrett, Finance Director. Financial Report – October 2023.

Historic District Commission. Minutes of September 20, 2023

Downtown Development Authority/Main Street. Minutes of October 4, 2023.

Downtown Development Authority/Main Street. Minutes of October 31, 2023.

Parks & Recreation Commission. Minutes of October 25, 2023.

Tanya S. Buckelew, Planning and Building Director. Annual Liquor License Inspections.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, spoke about the challenges that will be endured with the raising of water rates in the future for the projects needed to improve the water system. He strongly believes that improvements need to be made, but does not know how residents are going to be able to afford it.

NEXT MEETING

Monday, November 20, 2023, 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

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

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

Downtown Development Authority – term expires June 30, 2024

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

ADJOURNMENT

Motion by Councilmember Pidek for adjournment at 8:04 p.m.

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

Robert J. Teich, Jr., Mayor

Katie Arendt, Recording Secretary



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

MEMORANDUM

DATE: October 20, 2023

TO: OWOSSO CITY COUNCIL

FROM: Nathan Henne, City Manager

RE: FIRST READING: 219 North Water Street - PILOT Ordinance
AMENDMENT – And Schedule Public Hearing for November 20, 2023

In 2022, Venture, Inc. successfully negotiated a purchase agreement with Owosso Schools to acquire the old Middle School property. They are proposing to reuse the existing Middle School for 50 Low Income Housing Tax Credit (LIHTC) residential units within the building along with common areas and business opportunity areas. All residential units will be subject to LIHTC rent control. After 3 application rounds for tax credits through MSHDA, the state has worked with the developer to suggest some updated language to the city's PILOT ordinance for the project. The city attorney has reviewed this amendment and shares my recommendation to approve. The estimated PILOT payments have not changed.

This agenda item will set the public hearing to receive comment on the amended Payment in Lieu of Taxes (PILOT) ordinance for the Middle School redevelopment project for November 20, 2023 at 7:30 P.M.

Zoning

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

Payment in Lieu of Taxes (PILOT)

Concerning the PILOT, this is a standard request with housing projects that meet a public need for some sort of affordable and/or senior housing component. The project needs approval by the Michigan State Housing Development Authority for low income housing tax credits. These credits are the financial assistance that enables the provision of affordable rents. In order to qualify for such credits the city needs to consider a PILOT for this project.

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

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

I recommend setting the public hearing for this PILOT ordinance amendment for the Middle School development project for November 20, at 7:30 P.M.

ATTACHED:

1. PILOT Ordinance Amendment
2. Estimated PILOT Calculation

ORDINANCE NO.

**APPROVING AMENDMENT OF DIVISION 2, VENTURE RIVERVIEW
FLATS, LDHA, OF CHAPTER 32, TAXATION,
OF THE CODE OF ORDINANCES
TO AMEND THE PILOT AGREEMENT
FOR THE RIVERVIEW FLATS**

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

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

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

WHEREAS, the City of Owosso previously amended this ordinance on September 19, 2022, and after working with the State of Michigan and the developers, additional amendments were required to said ordinance; and

WHEREAS, the City Council held a public hearing on November 20, 2023, [heard all interested persons](#), and deliberated on the proposed ordinance amendments.

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

SECTION 1. AMENDMENT. Division 2, Venture Riverview Flats LDHA LP, of Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso shall be amended as follows:

DIVISION 2. -VENTURE RIVERVIEW FLATS, LDHA LP

Sec. 32-50. - Preamble.

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

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

The City further acknowledges that Venture, Inc., a domestic nonprofit corporation (a sponsor). has offered, subject to receipt of a mortgage loan from the authority, to erect and/or reuse an existing structure, own and operate a housing development Identified as

Riverview Flats on certain property located at 219 N. Water Street (see legal description below) in the City to serve persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

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

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

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

Sec. 32-51. - Definitions.

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

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

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

Authority means the Michigan State Housing Development Authority.

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

HUD means the U.S. Department of Housing and Urban Development.

Mortgage loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or loan or grant made or to be made by the Authority, for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

Low income Persons and Families means persons and families eligible to move into a housing development project who fall within income limitations set in this act or by the authority in its rules.

Sponsor means persons or entities that receive or assume a Mortgage Loan.

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

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

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

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be multiple dwellings for persons of low income and any social, recreational, commercial and communal facilities as may be necessary to serve residents of the housing development and the area in which it is located, which are financed or assisted by the authority, or which have a federally aided mortgage, as defined in the Act. It is determined that Riverview Flats is of this class.

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

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

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

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

Notwithstanding anything contained herein to the contrary, should the Sponsor fail to pay the final adjusted service charge in lieu of taxes granted hereunder by the due date, or fail to submit along with the payment such financial information as is necessary to support the calculations used to make a payment, the City may determine that the Sponsor has violated the Ordinance and may then follow the collection procedures pursuant to the provisions of the General Property Tax Act (1893 PA 206. As amended; MCL 211.1, et seq) in order to collect the service charge.

Sec. 32-55. • Duration.

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

Sec. 32.56. • Contractual effect.

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

Sec. 32.57 – Severability

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

Sec. 32.58 – Inconsistent Ordinances

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such consistency or conflict.

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 December 11, 2023.



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

MEMORANDUM

DATE: November 13, 2023

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1510

Lizzie Fredrick, Owosso Main Street & DDA Executive Director, is requesting the following street closure for the annual NYE Block Party. The City insurance policy will cover this event.

LOCATION:

Washington Street from Comstock Street to Jerome Ave/Water Street

DATE:

December 31, 2023 – January 1, 2024

TIME:

9:00 pm – 1:00 am

The Public Safety Department has issued Traffic Control Order #1510 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.:

1510

DATE:

11/13/2023

TIME:

10:05 am

REQUESTED BY:

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL:

Street Closure

LOCATION OF CONTROL:

South Washington St from Comstock St to Jerome Ave/Water St

EVENT:

NYE Block Party

DATE: December 31, 2023 – January 1, 2024

TIME: 9:00 pm – 1:00 am

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: NYE Block Party

Applicant Name: Owosso Main Street & Downtown Development Authority Date: 11/10/23
(Individual or Group Name)

Primary Contact: Lizzie Fredrick Title: Executive Director

Address: 301 W. Main Street

Phone: 989-725-0571 Email: lizzie.fredrick@ci.owosso.mi.us

Requested Date(s): 12/31/23-1/1/24 Requested Hours: 9PM to 1AM
(Including set-up and clean-up)

Area Requested (Parking Lot - Parade Route): Washington Street from Comstock Street to Jerome Avenue/Water Street

Detailed description of the use for which the request is made: Annual Downtown Owosso NYE Block Party

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: Elizabeth Fredrick

Digitally signed by Elizabeth Fredrick
Date: 2023.11.10 11:44:33 -0500

Date: 11/10/23

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 1st day of event)

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

☐ \$15 Additional-Expedited Fee (14-29 days prior to 1st day of event)

☒ Additional: \$150 Fire Truck Fee

☒ Additional: 248.705.818.790

☐ Additional: _____

\$ 180.00 **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; WCLA – Chairperson

Downtown Development Authority/Owosso Main Street Standard Event Policies

The DDA/OMS is committed to a work environment in which all individuals are treated with respect and dignity. Every individual has the right to work in a professional atmosphere that provides equal employment opportunities and prohibits discriminatory practices. We expect all vendors, staff, volunteers, and representatives of the DDA/OMS to be professional and welcoming.

No vendor shall refuse to permit the purchase of any product or service based on race, religion, color, gender, political affiliation, sexual orientation, national origin, sex, age, gender-identity, height, weight or mental/physical ability. Harassment in any form will not be tolerated. Any vendor, staff member, volunteer or DDA/OMS representative experiencing or witnessing any form of harassment or discrimination should report it immediately to the Event Lead and DDA/OMS Executive Director.

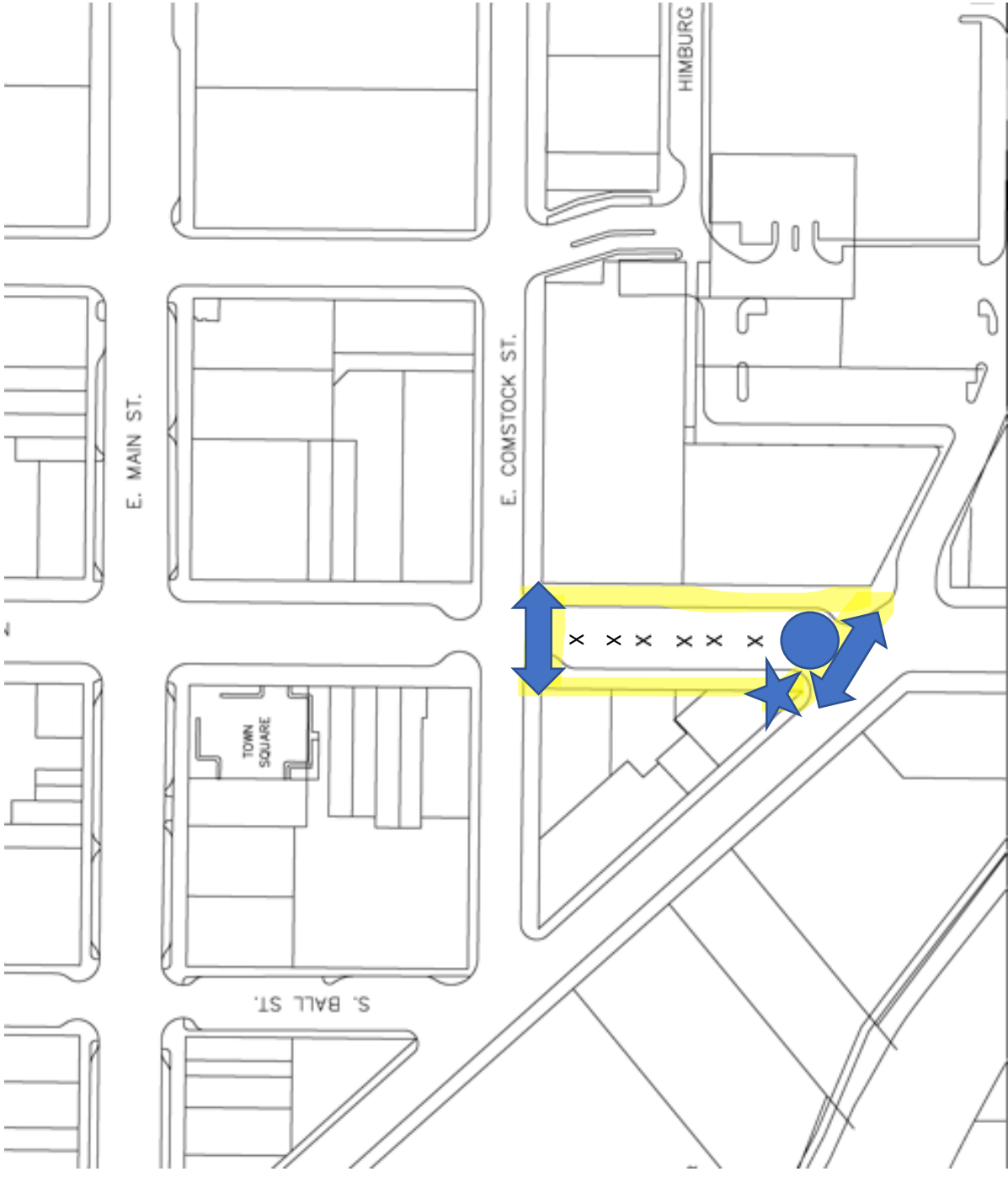
All DDA/OMS events are non-smoking.

All City of Owosso ordinances apply to DDA/OMS events.

DDA/OMS NYE Block Party Policies

This event is free. All are invited to attend.

The fireworks safety radius, located at 210 S. Water Street, is private property and off limits to all individuals besides the approved fireworks vendor personnel. Vehicles are not allowed within the fireworks safety radius. Buildings within the fireworks safety radius must be unoccupied. The City of Owosso and DDA/OMS do not assume any liability for individuals, vehicles, etc. that cross the barricades of the fireworks safety radius.



DJ



BALL DROP



BARRICADES



BURN BARRELS



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: November 13, 2023

TO: City Council

FROM: Kevin Lenkart, Owosso Public Safety Chief

RE: Approve Subcontract Agreement between the City of Owosso and Shiawassee Health and Wellness

Recommendation:

Approve the subcontract agreement between the City of Owosso and Shiawassee Health and Wellness (SHW).

Background:

In October 2022, Owosso City Council accepted a Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) grant. The grant totaled \$373,864.00 to be used toward Naloxone distribution, implementation of a Quick Response Team (QRT), and the development of a Law Enforcement Assisted Diversion (LEAD) Program.

Request City Council approve the subcontract agreement between the City of Owosso and SHW governing the funding, work and administrative requirements for both parties to fulfill the requirements of the grant.

Fiscal Impacts:

None

RESOLUTION NO.

**APPROVE SUBCONTRACT AGREEMENT BETWEEN
THE CITY OF OWOSSO AND SHIAWASSEE HEALTH AND WELLNESS
FOR IMPLEMENTATION OF THE COSSAP GRANT**

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

WHEREAS, in October 2022, Owosso City Council approved the acceptance of the COSSAP grant.

WHEREAS, the grant requires a subcontract between the City of Owosso and Shiawassee Health and Wellness outlining administration of the grant.

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

FIRST: the subcontract agreement between the City of Owosso and Shiawassee Health and Wellness, substantially in the form attached, is hereby approved and the Mayor and City Clerk are authorized and instructed to execute said document.

SECOND: it agrees to maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

THIRD: it shall comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Comprehensive Opioid, Stimulant and Substance Abuse Program (COSSAP)

**Subcontract Agreement
between**

**CONTRACTOR: City of Owosso Public Safety
Federal Identification (I.D.) Number: 38-6004723
and**

**SUBCONTRACTOR: Shiawassee Health and Wellness
Federal I.D. Number: 38-2790631**

MSP Project Number: COSSAP-06

Catalog of Federal Domestic Assistance (CFDA) Number: 16.838

CFDA Title: Comprehensive Opioid Stimulant and Substance Abuse Program

**Federal Agency Name: United States Department of Justice (DOJ), Office of Justice Programs,
Bureau of Justice Assistance**

Federal Grant Award Number: 15PBJA-21-GG-04538-COAP

Federal Program Title: FY21 Comprehensive Opioid, Stimulant and Substance Abuse Program

Period of Agreement:

This Agreement shall commence on 09-01-2022 and terminate on 09-30-2024.

This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

Agreement Amount and Budget, Shiawassee Health and Wellness:

The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

	GRANT FUNDS	TOTAL
Personnel	\$175,731.00	\$175,731.00
Fringe Benefits and Overtime	\$67,365.00	\$67,365.00
Travel Conference/Commuting	\$9,364.00	\$9,364.00
Supplies and Expenses	\$ 2,580.00	\$ 2,580.00
Indirect Expenses	\$ 24,009.00	\$ 24,009.00
Total Agreement Amount	\$279,049.00	\$279,049.00

****Agreement Amount and Budget, Shiawassee Health and Wellness:**

The City of Owosso will partner with Shiawassee Health and Wellness, a Shiawassee County Mental Health Agency that will provide (i) QRT and (ii) LEAD clients with access to mental health and community-based drug treatment services.

Community Based-Harm Reduction services: \$279,049.00

Project Budget Detail:

The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

SALARY AND WAGES & FRINGE BENEFITS: List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.

1 Clinical Supervisor

2 hrs wk X 52 wks = 104 hrs

104 hrs X \$36.91 = \$3,838.64

Fringes (39% of wages): health, life, dental, vision, w/c \$1,497.07

Total Cost: \$5,335.71

1 Licensed Mental Health Clinician

25 hrs wk X 52 wks = 1,300 hrs

1,300 hrs X \$23.91 = \$31,083.00

Fringes (39% of wages): health, life, dental, vision, w/c \$12,122.37

Total Cost: \$43,205.37

1 Recovery Coach

15 hrs wk X 52 wks = 780 hrs

780 hrs X \$19.80 = \$15,444.00

Fringes (39% of wages): health, life, dental, vision, w/c \$6,023.16

Total Cost \$21,467.16

TRAVEL EXPENSES: This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.

Travel is budgeted for two people from subcontractor to attend the required BJA national conference during years 2 and 3. Max \$5995.

In addition, mileage to and from clients of training and or harm reduction services is budgeted for three years covering 80 monthly miles of auto travel from a maximum of two staff members at .585 per mile for 12 months. Max \$3369 over three years.

SUPPLIES AND EXPENSES: This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

Supply costs are budgeted to cover a mobile phone/plan. Max \$1800

Supply costs are budgeted to cover a laptop. Max 780

These supplies are for the program manager over a three-year period.

EQUIPMENT EXPENSES: Individual line items greater than \$5,000.

None

OTHER EXPENSES: Communication, space, and allowable expenses not covered by other line items.

Indirect cost rate of 10% ^ based on reported personnel and fringe benefits. Max 24,009.00.

Statement of Work:

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

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

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

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

Project Timeline:

The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

September 1, 2022, to September 30, 2024

Publication Rights:

The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

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

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

Payment Processing:

The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

Program Income:

The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ. Program income is the gross income earned by the Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

Unobligated Funds:

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

Equipment Purchases and Title:

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

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

Record Maintenance/Retention:

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

Authorized Access:

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

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

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program is able to be fully reviewed and assessed.

Subcontractor/Vendor Monitoring:

The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq. requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance with OMB Circular A-133.

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

Notification of Criminal or Administrative Investigations/Charges:

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

Agreement Suspension/Termination:

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

1. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.
2. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
4. Filing false certification in this Agreement or other report or document.
5. This Agreement may be terminated by either party by giving 60 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.
6. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section VIII K of the agreement between City and MSP of this Agreement, during the term of this Agreement, or any extension thereof.

Final Reporting Upon Termination:

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

Severability:

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

Liability:

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

Certifications and Assurances:

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

A. Certifications:

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

B. Lobbying:

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

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

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

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

D. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

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

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who is engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to:

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

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

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law

enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the

DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient

(LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control

and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 67 FR 4155-01 (June 18, 2002).

7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ

implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-

Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. Notification:

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

against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. Training:

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

c. Monitoring:

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

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R.

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

9. If the Contractor is a governmental entity:

a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally assisted programs; and,

b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on

positions and/or any other items approved in the Grant Budget if it had not received a grant award. This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.
Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.
4. Documentation that may be used to prove that scheduled lay offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728.

Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

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

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.

3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

D. Federal Taxes:

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

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq.*, and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 2. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subcontractor's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and,

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
4. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
 1. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on 12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*, and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 67 FR 41455-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. §3789d; the Victims of Crime Act of 1984, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*; the DOJ

implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973, 9 U.S.C. §794; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990, 2 U.S.C. §12132; the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. §12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

1. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

2. **Training:**

Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: <http://www.nij.gov/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Subcontractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

3. **Monitoring:**

The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally assisted programs; and,
10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

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

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts. It must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.

3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]
4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

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

I. Health Insurance Portability and Accountability Act of 1996 (HIPPA):

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

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

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.

7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

J. Unallowable Costs:

1. Costs in applying for this grant (e.g., consultants, grant writers).
2. Any expenses incurred prior to the date of this Agreement.
3. Any administrative costs not directly related to the administration of this Agreement.
4. Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
5. Personnel, including law enforcement officers, not connected to the project for which you are applying.
6. Lobbying or advocacy for particular legislative or administrative reform.
7. Fund raising and any salaries or expenses associated with it.
8. Legal fees.
9. All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
10. Promotional items, unless prior approval by the MSP is received.
11. One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
12. Honorariums.
13. Contributions and donations.
14. Management or administrative training/conferences, unless prior approval by the MSP is received.
15. Management studies or research and development (costs related to evaluation are permitted).
16. Fines and penalties.
17. Losses from uncollectible bad debts.
18. Purchases of land.
Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
19. Compensation to federal employees.
20. New Construction.
21. Service contracts and training beyond expiration of this Agreement.

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

Conditions on Expenses:

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

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the MSP. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

Conflict of Interest:

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

Compliance with Applicable Laws and Agreements:

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

Agreement Signatures:

The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor's entity.

SUBCONTRACTOR: Address: City, State, and ZIP: Phone: Fax:	CONTRACTOR: Address: 202 S. Water Street City, State, and ZIP: Owosso, MI 48867 Phone: 989-725-0580 Fax: 989-725-0528
Authorized Official Signature:	Authorized Official Signature:
Name: Date:	Name: Robert J. Teich, Jr. Date: 11/20/2023
Authorized Official Signature:	Authorized Official Signature:
Name: Date:	Name: Amy K. Kirkland Date: 11/20/2023
Project Official Signature:	Project Director Signature:
Name: Date:	Name: Date:
Financial Official Signature:	
Name: Date:	

CITY OF OWOSSO
SCHEDULE OF REGULAR MEETINGS
FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2024

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 267, Public Acts of 1976, of the schedule of Regular Meetings of the City of Owosso, County of Shiawassee, State of Michigan for the calendar year beginning January 1, 2024. The Board, dates, time and place of said regular meetings shall be as follows:

CITY COUNCIL					
The 1 st and 3 rd Monday of each month, except as noted – 7:30 p.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 02*	MAR 04	MAY 06	JUL 01	SEP 03*	NOV 04
JAN 16*	MAR 18	MAY 20	JUL 15	SEP 16	NOV 18
FEB 05	APR 01	JUN 03	AUG 05	OCT 07	DEC 02
FEB 20*	APR 15	JUN 17	AUG 19	OCT 21	DEC 16
DOWNTOWN DEVELOPMENT AUTHORITY / OWOSSO MAIN STREET			DOWNTOWN HISTORIC DISTRICT COMMISSION		
The 1 st Wednesday of each month, except as noted – 7:30 a.m., local prevailing time			The 3 rd Wednesday of each month - 6:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Conference Room		
JAN 03	MAY 01	SEP 04	JAN 17	MAY 15	SEP 18
FEB 07	JUN 05	OCT 02	FEB 21	JUN 20*	OCT 16
MAR 06	JUL 10*	NOV 06	MAR 20	JUL 17	NOV 20
APR 03	AUG 07	DEC 04	APR 17	AUG 21	DEC 18
OWOSSO HISTORICAL COMMISSION			PARKS & RECREATION COMMISSION		
The 2 nd Monday of each month, except as noted – 6:00 p.m., local prevailing time			The 4 th Wednesday of each month, except as noted – 7:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Council Chambers		
JAN 08	MAY 13	SEP 09	JAN 24	MAY 22	SEP 25
FEB 12	JUN 10	OCT 15*	FEB 28	JUN 26	OCT 23
MAR 11	JUL 08	NOV 12*	MAR 27	JUL 24	DEC 04*
APR 08	AUG 12	DEC 09	APR 24	AUG 28	
PLANNING COMMISSION			WWTP Review Board		
The 4 th Monday of each month, except as noted – 6:30 p.m., local prevailing time			The 4 th Tuesday of each month, 4:30 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso Wastewater Plant, Administration Building 1410 Chippewa Trail, Owosso		
JAN 22	MAY 28*	SEP 23	JAN 23	MAY 28	SEP 24
FEB 26	JUN 24	OCT 28	FEB 27	JUN 25	OCT 22
MAR 25	JUL 22	NOV 25	MAR 26	JUL 23	NOV 26
APR 22	AUG 26	DEC 09*	APR 23	AUG 27	
ZONING BOARD OF APPEALS			* = Rescheduled due to legal holiday on regular meeting date or other scheduling conflict		
The 3 rd Tuesday of each month, except as noted – 9:30 a.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 16	MAY 21	SEP 17			
FEB 20	JUN 18	OCT 15			
MAR 19	JUL 16	NOV 19			
APR 16	AUG 20	DEC 17			

The City of Owosso will provide necessary 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 or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 (989) 725-0500. The City of Owosso website is www.ci.owosso.mi.us.



MEMORANDUM

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

DATE: November 8, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreement with S&P Global Ratings

RECOMMENDATION:

The Finance Department recommends a service agreement with S & P Global Ratings for a private credit assessment.

BACKGROUND:

The State of Michigan through its drinking water revolving fund program and clean water state revolving fund program has indicated interest in purchasing revenue bonds issued by the City of Owosso. Both programs will provide principal loan forgiveness to the city.

The state revolving loan programs require municipalities to complete private credit assessments and include such assessments in their applications to the state.

FISCAL IMPACTS:

Private credit assessment fees for the clean water state revolving and drinking water state revolving funded projects are estimated at \$26,062. This expense will be paid from the Water Fund and WWTP Fund. This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state of Michigan.

Document originated by:

Attachments: (1) Resolution
(2) Professional Services Estimate

RESOLUTION NO.

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

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will be asked to approve a resolution of intent to issue revenue bonds per Public Act 94 of 1933, as amended; and

WHEREAS, such revenue bonds will be purchased by the state of Michigan under their Drinking Water Revolving Loan Fund program and Clean Water State Revolving Fund program; and

WHEREAS, the state of Michigan programs require municipalities to include a private credit assessment with their applications; and

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

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

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

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

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

THIRD: the accounts payable department is authorized to pay S&P Global Ratings for work satisfactorily completed at a cost estimate of \$26,062 under the terms of said professional service agreements.

FOURTH: the above expense shall be paid from the Water Fund 591.200.801.000-DWRLF24-25 and WWTP Fund 599.901.977.000-CWSRF24-25.

From: [Stacey Mills](#)
To: [Brad A. Barrett](#)
Subject: S&P Fee Quotes
Date: Tuesday, November 07, 2023 2:08:56 PM

S&P fee below in red.

The Loan amount for the Water Supply System Junior Lien Revenue Bonds is \$1,867,500. DWSRF

Par range from 1.00 mill to 1.99 mill the rating fee is \$12,375.

The Loan amount for the Wastewater Treatment System Junior Lien Revenue Bonds is \$2,600,000.
CWSRF

Par range from 2.00 mill to 2.99 mill the rating fee is \$13,687.

Stacey Mills
Managing Director
MFCI, LLC
O: 313.782.3011
C: 231.590.2647



MEMORANDUM

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

DATE: November 20, 2023

TO: Mayor Teich and Owosso City Council

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

SUBJECT: Purchase Four (4) Ford Escapes
State of Michigan MiDeal Contract # 071B7700180

RECOMMENDATION:

Approval to purchase four (4) 2024 Ford Escape SUVs from Lunghamer Ford of Owosso, Michigan, in the total amount of \$121,264.00.

BACKGROUND:

The purchase of these vehicles is for the beyond scheduled replacement of worn-out existing City Impalas. All 2008 Chevy Impalas were scheduled to be replaced in 2018. These vehicles are about 16 years old. The useful and safe service lives of these vehicles have expired and are no longer economical to maintain.

Ford and Chevrolet no longer offer standard cars to be purchased. The City's Master Mechanic requested that we purchase from one manufacturer for a more streamlined, economic, and efficient maintenance and tooling. The rest of the City's existing fleet is majority Ford. Thus, the compact Ford Escape was selected.

Waiver of the competitive bidding process is requested in accordance with the City of Owosso Purchasing Policy, in order to take advantage of State of Michigan competitive contract pricing. Owosso City Ordinance section 2-345(3) exception to competitive bidding states; "Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government".

FISCAL IMPACTS:

These vehicles were not included in the fiscal year 2023/24 budget. But with the City's utilization of grants, MiDeal and Sourcewell contracts, the City has been able to save enough on other purchases throughout the year to afford these replacements and stay under budget. The quoted total price of \$121,264.00 for these vehicles will be funded from the FY2023-2024 Fleet Motor Pool Fund 661-901-979.000.

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

Attachments: (1) Resolution
(2) Lunghamer Quote for 2024 Escape – MiDeal
(3) Lunghamer Quote for 2024 Escape – MiDeal

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF
FOUR (4) FORD ESCAPE SPORT UTILITY VEHICLES FROM
LUNGHAMER FORD OF OWOSSO, LLC
FOR USE IN THE FLEET MOTOR POOL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a need from the Fleet Motor Pool Replacement Fund for the replacement of four (4) vehicles used for general administration, Public Services, and Code Enforcement; and

WHEREAS, four (4) vehicles are at the end of their useful service life, and no longer cost efficient to maintain; and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan MiDeal Contract as priced by Lunghamer Ford of Owosso, LLC, and recommends authorizing a purchase agreement between the City of Owosso and Lunghamer Ford of Owosso, LLC for the acquisition of four (4) each Ford Escape Sport Utility Vehicles on the State of Michigan MiDeal Contract, 071B7700180 in the amount of \$121,264.00 total; and

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

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase four (4) each Ford Escape Sport Utility Vehicles from Lunghamer Ford of Owosso, LLC utilizing the State of Michigan MiDeal Contract No. 071B7700180/Macomb County Contract # 21-18, with a per vehicle cost to the City of Owosso of three at \$30,241.00, and one at \$30,541.00, for use in the Fleet Motor Pool and a total cost of \$121,264.00.

SECOND: The Finance Director and Director of Public Services and Utilities are hereby instructed and authorized to sign documents necessary to complete the purchase.

SECOND: The accounts payable department is authorized to submit payment to Lunghamer Ford of Owosso, LLC in the amount of \$121,264.00 upon delivery of said vehicles.

THIRD: The above expenses shall be paid from account no. 661-901-979.000.



November 14, 2023

City of Owosso DPW
Attn: Zachary R. Ryan
522 Milwaukee Street
Owosso, MI 48867

Dear Zachary R. Ryan:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 MIDEAL/MDOT and
Macomb County Contract# 21-18 Bid:

(1) 2024 Ford Escape All Wheel Drive Active

\$30,541.00 ea

Order Cutoff Date: TBD.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

MECHANICAL

- Electric Parking Brake
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission – 8-speed Automatic

EXTERIOR

- Chrome Upper Window Molding with Black Beltline Molding
- Active Grille Shutters
- Black – Molded-in-Color
 - Lower Bodyside Cladding
 - Rocker Panel
- Black Upper Window Molding with Black Beltline Molding • Configurable Daytime Running Lamps (DRL)
- Door Handles – Body-Color
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Front and Rear Bumpers – MIC
- Grille – Chrome Grille Strip
- Mini Spare Wheel – Steel
- Power Liftgate
- Privacy Glass – Second Row Side and Liftgate
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Tires
 - 225/65R17 102H All Season A/S BSW
- Wheels – 17" Shadow Silver-painted Aluminum
- Wipers

- Windshield – Variable-Intermittent/Continuous
- Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console with Armrest
- Cruise Control – Steering Wheel Mounted Controls
- Cupholders – (6)
- Driver's Side Footrest
- Dual-Zone Electronic Automatic Temperature Control = Refresh (Cabin Particulate Air Filter)
- Floor Mats – Carpeted Front and Rear
- Grab Handles – Front Passenger. Second Row – two (2), includes Coat Hooks
- Instrument Panel
 - 8" Screen
 - EcoMode
 - Ice Blue® Lighting
 - Message Center
 - Outside Temperature Display
 - Trip Computer
- Lighting
 - Front Map Lights
 - Illuminated Entry System with Courtesy Lamp Delay
 - Rear Cargo Area Light
 - Second Row Dome Light
- Map Pocket – Front-Passenger Seat Back
- Powerpoints – (2) Rear – Smart Charging USB Outlets
- Premium Wrapped Steering Wheel
- Seats
 - Unique Cloth Bucket
 - Five Passenger
 - 8-Way Power Driver Seat (Fore/Aft, Up/Down, Power Lumbar and Power Recline)
 - 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
 - Second Row 60/40 Split-Fold-Flat and Sliding
 - Rear Center Armrest (Fold-Down with Two (2) Cupholders)
 - Rotary Gear Shift Dial
 - Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Front Passenger)
- USB Ports: — Smart Charging Multimedia USB Ports, First Row – (1) USB-A and (1) USB-C
- Steering Column – Manual Tilt/Telescoping
- Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
- Windows, Power – Front One-Touch Down Feature (Driver only)

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Front Row Passenger Dual-Stage
 - Driver Knee
 - Front-Seat Mounted Side-Impact
 - Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor

- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks – Autolock/Autounlock – Child-Safety Rear – Power Lock/Unlock
- Electronic Traction Control
- Headlamps
 - Courtesy Delay
 - LED Reflector with Signature Lighting
 - Wiper-Activated
- Head Restraints
 - Two-Way Manually Adjustable Driver and Front Passenger – Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position)
- LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
- Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
- Personal Safety System™
- Rear-Window Defroster and Washer
- Safety Belts
 - Front and Second Row – Belt-Minder® (Safety Belt Reminder)
 - Front Row Height Adjustable
 - Second Row Outboard and Center Seat Shoulder
 - Three-Point Safety Belts on all (5) Seating Positions
- SecurILock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)
- Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY

- Ford Co-Pilot360™ includes;
 - Auto High Beam Headlamps
 - BLIS® (Blind Spot Information System) with Rear Cross Traffic Braking
 - Lane-Keeping System (includes Lane-Keeping Assist, Lane Keeping Alert and Driver Alert) 1 Personal Safety System™ for driver and front passenger includes dual stage front airbags, safety belt pretensioners, safety belt energy management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front Passenger Sensing System.
 - Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
- Rear View Camera
- Road Departure Warning
- Headlamps – Autolamp (Automatic On/Off)
- Post-Collision Braking

FUNCTIONAL

- Audio
 - AM/FM Stereo
 - Six (6) Speakers
 - Speed-Compensated Volume
 - Steering Wheel Mounted Controls
 - SiriusXM® with 360L (if equipped)
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start, lock and unlock vehicle
 - Locate parked vehicle
 - Check vehicle status
- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting– Blanking Plugs
- Selectable Drive Modes
- SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/ App Catalog
 - 911 Assist®
 - Wireless Apple CarPlay® and Android Auto™ Compatibility
- Digital Owners Manual
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering
- Intelligent Access with Push-Button Start
- Keyless-Keysets – Passive Keys, Two (2)

<input type="checkbox"/> Base Price Front Wheel Drive Escape Active, U9G/200A	\$28,217.00
<input checked="" type="checkbox"/> Base Price All Wheel Drive Escape Active, U9G/200A	\$30,196.00

Optional equipment

	Order Code	Price
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<input type="checkbox"/> Tech Pack #1	68B	995.00
--	-----	--------

- Ford Co-Pilot360™ Assist+
 - Intelligent Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Speed Sign Recognition
 - Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Evasive Steering Assist
 - Rear Parking Sensor
- Rear View Camera – Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #2 (68C)

<input type="checkbox"/> Tech Pack #2	68C	4125.00
--	-----	---------

- Ford Co-Pilot360™ Assist 2.0
 - Intelligent Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Speed Sign Recognition
 - Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Rear Parking Sensor
 - Reverse Brake Assist
 - Evasive Steering Assist
 - Intersection Assist
- 360-Degree Camera with Split View and Front/Rear Washer
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
- 6-Way Power Passenger (Fore/Aft, Up/Down, Recline)
- Cold Weather Package (19H)
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- HD Radio™
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Mirrors, Sideview – Body Color
- Wireless Charging Pad
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #1 (68B)

Note: Includes Cold Weather Package (19H)

<input type="checkbox"/> Cold Weather Package (Included w/All Wheel Drive)	19H	995.00
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- Heated Front Row Seats
- Mirrors, Sideview – Heated
- Remote Start System
- Steering Wheel – Heated

Note: Included w/ Tech Pack #2 (68C)

<input type="checkbox"/> Power Panoramic Vista Roof	43M	1595.00
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<input checked="" type="checkbox"/> Daytime Running Lights	942	45.00
---	-----	-------

<input type="checkbox"/> Engine Block Heater	41H	150.00
--	-----	--------

<input type="checkbox"/> Rear Parking Sensor	60S	245.00
--	-----	--------

<input type="checkbox"/> Easy Access Cargo Shade	47B	135.00
--	-----	--------

<input checked="" type="checkbox"/> Floor Liners Front and Rear	50B	200.00
--	-----	--------

<input checked="" type="checkbox"/> Cargo Mat	50Q	100.00
--	-----	--------

<input type="checkbox"/> Remote Start	LUN	550.00
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<input type="checkbox"/> Splash Guards	63C	210.00
--	-----	--------

<input type="checkbox"/> Extra keys with Integrated Keyless Entry ____@ \$300.00 ea SIG		
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Total Price \$30,541.00 ea

Color and Trim Availability on Active Trim Only

<u>Exterior Colors</u>		<u>Interior Colors</u>	
		<u>Ebony Black (CB)</u>	<u>Space Gray(CW)</u>
Oxford White	[YZ]	[]	[]
Race Red	[PQ]	[]	[]
Agate Black Metallic	[UM]	[]	[]
Vapor Blue Metallic	[K1]	[]	[]
Carbonized Metallic	[M7]	[]	[]
Iconic Silver Metallic	[JS]	[]	[]



November 14, 2023

City of Owosso DPW
Attn: Zachary R. Ryan
522 Milwaukee Street
Owosso, MI 48867

Dear Zachary R. Ryan:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 MIDEAL/MDOT and
Macomb County Contract# 21-18 Bid:

(3) 2024 Ford Escape All Wheel Drive Active	\$30,241.00 ea
Total Delivered Price	\$90,723.00

Order Cutoff Date: TBD.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

MECHANICAL

- Electric Parking Brake
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Transmission – 8-speed Automatic

EXTERIOR

- Chrome Upper Window Molding with Black Beltline Molding
- Active Grille Shutters
- Black – Molded-in-Color
- Lower Bodyside Cladding
- Rocker Panel
- Black Upper Window Molding with Black Beltline Molding • Configurable Daytime Running Lamps (DRL)
- Door Handles – Body-Color
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Front and Rear Bumpers – MIC
- Grille – Chrome Grille Strip
- Mini Spare Wheel – Steel
- Power Liftgate
- Privacy Glass – Second Row Side and Liftgate
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Tires
- 225/65R17 102H All Season A/S BSW
- Wheels – 17" Shadow Silver-painted Aluminum
- Wipers
- Windshield – Variable-Intermittent/Continuous
- Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console with Armrest
 - Cruise Control – Steering Wheel Mounted Controls
 - Cupholders – (6)
 - Driver's Side Footrest
 - Dual-Zone Electronic Automatic Temperature Control = Refresh (Cabin Particulate Air Filter)
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 - Powerpoints – (2) Rear – Smart Charging USB Outlets
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 - Unique Cloth Bucket
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 - Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
 - Windows, Power – Front One-Touch Down Feature (Driver only)
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- Head Restraints
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- SiriusXM® with 360L (if equipped)
- Battery Saver
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- 911 Assist®
- Wireless Apple CarPlay® and Android Auto™ Compatibility
- Digital Owners Manual
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering
- Intelligent Access with Push-Button Start
- Keyless-Keysets – Passive Keys, Two (2)

<input type="checkbox"/> Base Price Front Wheel Drive Escape Active, U9G/200A	\$28,217.00
<input checked="" type="checkbox"/> Base Price All Wheel Drive Escape Active, U9G/200A	\$30,196.00

Optional equipment

☐ Tech Pack #1

Order Code

Price

68B

995.00

- Ford Co-Pilot360™ Assist+
 - Intelligent Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Speed Sign Recognition
 - Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Evasive Steering Assist
 - Rear Parking Sensor
- Rear View Camera – Digital
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #2 (68C)

☐ Tech Pack #2

68C

4125.00

- Ford Co-Pilot360™ Assist 2.0
 - Intelligent Adaptive Cruise Control with;
 - Stop-and-Go
 - Lane Centering Assist
 - Speed Sign Recognition
 - Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
 - Rear Parking Sensor
 - Reverse Brake Assist
 - Evasive Steering Assist
 - Intersection Assist
- 360-Degree Camera with Split View and Front/Rear Washer
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
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- Cold Weather Package (19H)
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- HD Radio™
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Mirrors, Sideview – Body Color
- Wireless Charging Pad
- SYNC® 4 with Enhanced Voice Recognition
 - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #1 (68B)

Note: Includes Cold Weather Package (19H)

☐ Cold Weather Package (Included w/All Wheel Drive)

19H

995.00

- Heated Front Row Seats
- Mirrors, Sideview – Heated
- Remote Start System
- Steering Wheel – Heated

Note: Included w/ Tech Pack #2 (68C)

☐ Power Panoramic Vista Roof

43M

1595.00

☒ Daytime Running Lights

942

45.00

☐ Engine Block Heater

41H

150.00

☐ Rear Parking Sensor

60S

245.00

☐ Easy Access Cargo Shade

47B

135.00

☐ Floor Liners Front and Rear

50B

200.00

☐ Cargo Mat

50Q

100.00

☐ Remote Start

LUN

550.00

☐ Splash Guards

63C

210.00

☐ Extra keys with Integrated Keyless Entry ____@ \$300.00 ea SIG

Total Price \$30,241.00 ea

Color and Trim Availability on Active Trim Only

<u>Exterior Colors</u>		<u>Interior Colors</u>	
		<u>Ebony Black (CB)</u>	<u>Space Gray(CW)</u>
Oxford White	[YZ]	[]	[]
Race Red	[PQ]	[]	[]
Agate Black Metallic	[UM]	[]	[]
Vapor Blue Metallic	[K1]	[]	[]
Carbonized Metallic	[M7]	[]	[]
Iconic Silver Metallic	[JS]	[]	[]



Warrant 636
November 14, 2023

Date	Vendor	Description	Fund	Amount
11-14-2023	Gould Law	Services rendered from October 10 2023 through November 13 2023	Varies	\$14,115.44
		Total		\$14,115.44



MEMORANDUM

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

DATE: November 15, 2023

TO: Mayor Teich and the Owosso City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Establishment of Early Voting Center Location

RECOMMENDATION:

I recommend formal approval to locate the City's 9-day Early Voting Center in the Council Chambers of Owosso City Hall.

BACKGROUND:

On August 21, 2023 the City Clerk's Office offered a presentation regarding 9-Day Early Voting (passed by voters in 2022) to City Council. After a robust discussion regarding whether the City should establish its own early voting (EV) precinct or join with the County Clerk's Office to participate in a county-wide early voting precinct, it was decided that the City would host its own EV precinct.

A portion of that discussion was the consideration of EV precinct locations that fit the legal requirements. It was concluded the Council Chambers at Owosso City Hall would best suit the needs of the Early Voting Center and accommodations could be made to make it available during the time frame required. The State of Michigan Bureau of Elections requires the location of the EV site to be approved by Council by December 29, 2023. The Council Chambers will remain the City's chosen EV site until such time as Council sees fit to change its location.

Approval of this resolution would formalize the decision to establish the City's early voting site in the Council Chambers and would trigger the mailing of a notice to each registered voter in the City informing them of this additional voting opportunity.

FISCAL IMPACTS:

The City has approximately 11,800 voters that must receive formal notification of the early voting location, dates and times. Due to the large number of notices the City will be selecting the services of a print shop to print and mail said notices. Estimates for these services will be forthcoming.

RESOLUTION NO.

**ESTABLISHING THE NINE DAY EARLY VOTING CENTER LOCATION
SERVICING CITY OF OWOSSO VOTERS
FOR STATE AND FEDERAL ELECTIONS**

WHEREAS, in November 2022 the voters of the State of Michigan passed a citizen initiative amending the State of Michigan Constitution of 1963 to require all municipalities to provide nine days of early in-person voting prior to each State and Federal election; and

WHEREAS, the site for said early in-person voting shall be in compliance with Michigan Election Law and shall be approved by the Owosso City Council as required by MCL 168.720(i); and

WHEREAS, it is determined the Virginia Teich Council Chambers of Owosso City Hall, located at 301 West Main Street in the City of Owosso, Shiawassee County, Michigan meets said requirements.

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

FIRST: the Virginia Teich Council Chambers of Owosso City Hall in the City of Owosso, Shiawassee County, Michigan located at 301 West Main Street in Owosso, Michigan is hereby designated as the site chosen to host nine (9) days of early in-person voting for registered voters in the City of Owosso.

SECOND: said site shall remain as the officially designated early voting polling location prior to all State and Federal elections until such time as the Council deems it necessary to change said location.



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

MEMORANDUM

DATE: November 14, 2023

TO: Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: 5-year SATA (public transportation) millage ballot question

In October 1999 the city of Owosso was a party to an agreement establishing SATA. The agreement has no language concerning millages for local contributions. Since that time I believe Owosso residents have approved four millages (2003, 2008, 2013, and 2018). The current millage expired in June 2023. The city's SATA fund carried a balance going into 2022 that was spent down for SATA services before a renewal was considered. Now that the 2018 SATA millage has dropped off the rolls, it is no longer considered a renewal.

A July 1, 2024 levy will require a February 27, 2024 election. This is the date of the Michigan Presidential Primary.

Owosso has always levied and collected the maximum tax and paid whatever is collected over to SATA. It is estimated that a .3333 levy will generate \$104,888 (not including reductions from DDA and BRA capture). The payment to SATA will not exceed what the City collects from this millage. The last millage rate for SATA services was .3333 passed in 2018.

The SATA millage has – and can continue to be – a 5 year term because Public Act 196 of 1986 (MCL 124.479 Sec 29) allows for up to 5 years. This supersedes the city's Charter limit of 2 years for any operating millage over 15 mills currently levied.

RESOLUTION NO.

PLACING A PUBLIC TRANSIT MILLAGE ON THE 2024 PRESIDENTIAL PRIMARY BALLOT

WHEREAS, the Shiawassee Area Transportation Agency (SATA) is an intergovernmental agency with no taxing authority; and

WHEREAS, the City of Owosso has an intergovernmental agreement with SATA whereby SATA provides transit services to the residents of the City; and

WHEREAS, in 2018 the voters of the City of Owosso approved a 0.3333 maximum millage for five (5) years on all property within the City, the levy of which was dedicated to support public transit; and

WHEREAS, the 2018 millage has expired and the Owosso City Council believes that it is desirable to continue to provide for the future of public transportation in the City through the levy of another .3333 maximum millage for that purpose; and

WHEREAS, it is estimated that such levy would generate \$104,888 in the first year from property within the City of Owosso which will be sufficient to operate the system for the year without further contributions from the City of Owosso; and

WHEREAS, the 2024 Presidential Primary on February 27, 2024 is the next available election when the millage question can be placed on the ballot.

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

FIRST: the City Clerk is hereby authorized and directed to file a request with the Shiawassee County Clerk's Office requesting the SATA millage proposal be placed on the 2024 Presidential Primary election ballot for February 27th, 2024.

SECOND: the proposition to be placed on the ballot for consideration by the registered voters in the City of Owosso be printed as follows:

**PUBLIC TRANSPORTATION MILLAGE
FOR FUNDING PUBLIC TRANSIT SYSTEM
IN THE CITY OF OWOSSO**

This proposal requests authorization for the levy of a millage upon real and tangible personal property for the purpose of supporting the provision of a public transportation services in the City of Owosso. The millage proceeds would be used according to Section 3.2(8) of the Owosso City Charter. It is estimated that the levy of the entire millage would generate \$104,888 in the first year.

Shall a millage for a public transportation services be levied in the amount of 0.3333 mills (\$0.33 per \$1,000 of taxable value) annually for five (5) years beginning in 2024 and ending in 2028?

YES
NO

THIS AGREEMENT is made this first day of October, 1999 by the City of Corunna, the City of Durand, the City of Owosso, the City of Perry, and the Shiawassee Regional Education Service District pursuant to the provisions of Public Act 7 of 1967 (extra session) as amended.

It is agreed as follows:

1. Pursuant to the provisions of the act the Shiawassee Area Transportation Agency (hereinafter referred to as "SATA") is hereby established for the purpose of providing public transportation services in areas throughout Shiawassee County including on-demand transportation and transport of public school students needing to reach community sites as part of their educational program.
2. A party to this agreement may withdraw from SATA after having provided written notice to the remaining parties to this agreement at least one year prior to the effective date of the withdrawal.
3. Additional public agencies may become parties to this agreement upon the adoption of a resolution approved by the governing body of the public agency and with the concurrence of the other public agencies that are parties to this agreement now or in the future. The resolution shall be in the form specified by SATA's board of directors.
4. SATA shall be governed by a board of directors comprised of not more than thirteen members.
 - a. Each of the governing bodies of the cities of Corunna, Durand, Owosso, and Perry and the Shiawassee Regional Education Service District shall appoint two members to the board of directors for three year overlapping terms in accordance with the following schedule:

Corunna representative	term expiring October 1, 2002
Durand representative	term expiring October 1, 2002
Owosso representative	term expiring October 1, 2001
RESD representative	term expiring October 1, 2001
Durand representative	term expiring October 1, 2001
Perry representative	term expiring October 1, 2001
Corunna representative	term expiring October 1, 2000
Owosso representative	term expiring October 1, 2000
RESD representative	term expiring October 1, 2000
Perry representative	term expiring October 1, 2000
 - b. Any public agency that shall become a party to this agreement subsequent to its effective date shall appoint a single member to the board of directors. The board of directors shall determine the duration of the term of each member appointed pursuant to this subparagraph so as to equalize the number of terms expiring in

any year. At such time as more than three additional public agencies have become parties to this agreement, the board of directors shall establish a schedule of rotating terms to fill the three board of director positions allocated to the additional public agencies.

- c. Whenever the total number of members appointed pursuant to subparagraphs a and b shall be an even number, the board of directors shall appoint a member-at-large. The term of the member-at-large shall expire on October 1, 2002 and every three years thereafter. The member-at-large shall be a resident of Shiawassee County but shall not be an employee of SATA or an employee or governing body member of any of the public agencies that are parties to this agreement. The member-at-large shall be counted when determining whether a quorum exists for the purpose of conducting business and shall have a vote on all matter before the board but may not serve as an officer of the board. If additional public agencies become parties to this agreement and appoint members such that the total number of members appointed by public agencies is an odd number, the service of the member-at-large on the board of directors shall be terminated.
- d. SATA shall not compensate members of its board of directors for their service on the board but may establish policies regarding reimbursement for expenses incurred in fulfilling their duties as board members. This provision shall not prohibit the public agencies that have appointed members to the board of directors from providing per diem or other compensation for the members appointed by them.
- e. The officers of the board of directors shall be a chairman and vice-chairman and such other officers as shall be established from time to time by the board in its by-laws.
- f. The board of directors shall meet monthly in a location in Shiawassee County to be determined by the board and shall hold at least ten regularly scheduled meetings in each calendar year. The board of directors may hold special meetings that shall be called in accordance with provisions of the board's by-laws. All meetings of the board of directors shall comply with the provisions of the Open Meetings Act (P.A. 267 of 1976, as amended).
- g. A majority of the members appointed shall constitute a quorum for the purpose of conducting business. Each member of the board of directors shall have one vote on all issues before the board. A majority of the members appointed shall be necessary to pass any motion.
- h. At its first meeting, the board of directors shall select a chairman and vice-chairman, appoint a recorder for their meetings, approve a schedule of regular meetings, select a location for its meetings, and conduct such other business as is necessary to the organization of the board.

- i. Within three months following its first meeting, the board of directors shall approve by-laws. The by-laws shall provide for adopting rules of order for the conduct of business of the board, the establishment of any standing committees of the board, the duties of officers and such other matters as shall be necessary for the operation of the board that are not inconsistent with this agreement or with the act.
5. SATA's fiscal year shall commence on October 1 and end on the September 30 next following.
6. SATA shall establish financial practices and maintain its records and accounts in accordance with generally accepted accounting principles applicable to governmental agencies and with those required of agencies receiving state and/or federal financial assistance.
 - a. All funds received by SATA shall be deposited into an account or accounts in a bank or other financial institution that maintains offices in Shiawassee County.
 - b. Checks written on SATA accounts or other funds withdrawn from such accounts shall be pursuant to warrants approved and signed by two persons at least one of whom shall be a member of the board of directors.
 - c. The board of directors shall, in its by-laws, specify the maximum dollar amount of warrants that may be authorized without specific action by the board.
 - d. The board of directors shall provide for the performance of an annual audit of its finances by an independent auditor. A copy of the annual financial report by the auditor shall be provided to each public agency that is a party to this agreement by the April 1 next following the end of each fiscal year.
 - e. If SATA contracts with a public agency for the provision of accounting services, the board of directors shall assure that SATA's accounts are maintained separate from those of the public agency.
7. SATA shall have the authority to make and enter into contracts in its own name. No contract entered into by SATA, including purchase contracts, shall obligate any public agency that is a party to this agreement without the specific written authorization of that public agency.
 - a. The board of directors shall establish procedures for legal review of any contract with a term in excess of twelve months or above a dollar amount to be specified by the board.
 - b. All contracts shall be signed by two persons at least one of whom shall be the chairman of the board or such other officer as may be provided in the by-laws.

- c. A two-thirds majority of the board of directors shall be required for the purchase of real property or any supplies, materials, or equipment in excess of \$50,000 in value.
 - d. A minimum of three bids shall be obtained for any purchase the estimated value of which exceeds one percent of the annual operating budget.
 - e. The board of directors shall establish policies for the disposition of any property acquired by SATA, whether through purchase or donation.
8. SATA shall hold harmless from all liability arising from its operations the public agencies that are parties to this agreement; provided, however, if SATA contracts with a public agency which is a party to this agreement, that contract shall specify the liability of SATA and the public agency.
- a. SATA shall maintain insurance coverage which shall include general liability insurance with a minimum coverage of two million dollars, statutory coverage for all vehicles and directors and officers liability insurance.
 - b. All public agencies that are parties to this agreement shall be named as additional insureds on all insurance policies obtained by SATA.
 - c. The board shall annually review the limits of liability in its insurance policies and adjust those limits when the board determines that it is in the best interests of SATA to do so.
 - d. The board of directors may obtain any or all of its insurance coverage through insurance or risk management pools approved by the State of Michigan.
9. The board of directors shall have the power to employ such personnel or to contract for such services as it determines are necessary in order to accomplish the purpose for which SATA is established.
- a. In employing personnel, the board of directors shall adopt personnel rules and regulations which shall, at a minimum, set forth the rates of pay and schedule of benefits for persons employed by SATA.
 - b. Individuals currently employed as drivers by Shiawassee County agencies or organizations who will be displaced as a result of SATA's providing transportation services shall be notified of vacancies and invited to apply for available positions. Nothing herein shall require SATA to employ such individuals.
10. The board of directors shall have the power to adopt policies related to the provision of transportation services, including policies related to the setting of fares or other charges for transportation services.

11. The board of directors shall provide the public agencies that are parties to this agreement copies of the minutes of all regular and special meetings of the board. The board of directors shall provide the public agencies that are parties to this agreement a quarterly summary of SATA's activities. The board shall also provide for the publishing of such quarterly summary, which publication may be electronic, in a newspaper or newspapers of general circulation in the county or in such other format as shall insure that the citizens of Shiawassee County are kept informed concerning SATA's activities.
12. If a dispute arises concerning the provisions of this agreement, the board of directors shall request that the parties to this agreement resolve such dispute in the following manner:
 - a. The governing bodies of each local agency shall appoint a member to serve on a committee that shall meet for the purpose of attempting to resolve the dispute.
 - b. If the dispute cannot be resolved by the committee on its own initiative, the board of directors shall request the assistance of the Mid-Michigan Dispute Resolution Center (or a successor dispute resolution center) in mediating a resolution to the dispute.
 - c. If the dispute cannot be resolved as provided in subparagraph b, the dispute shall be submitted to the American Arbitration Association in accordance with its voluntary rules. The decision of the arbitrator shall be final and binding on the parties.
13. SATA shall have the authority to apply for grants for funds necessary for the purposes for which it is created. SATA shall be the recipient of funds applied for by the Shiawassee Regional Education Service District for the fiscal year beginning October 1, 1999. No provision of this agreement shall be construed so as to require the parties to appropriate their own funds to support SATA in carrying out the purposes for which it is created.
14. This agreement shall remain in effect until terminated by mutual agreement of the parties; provided, however, that the agreement shall automatically terminate and SATA be dissolved under the following circumstances:
 - a. Federal and/or State grant funds in amounts sufficient to operate the system, as determined by the board, are no longer available;
 - b. All but one of the parties to this agreement shall have withdrawn.

Upon dissolution of SATA all remaining assets of SATA shall be transferred to an agency or agencies providing similar services in Shiawassee County.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

CITY OF CORUNNA

Avery Weaver
By: Avery Weaver
Its: Mayor

Attest: Yvonne F. Long
By: Yvonne F. Long
Its: City Clerk
Dated: _____

CITY OF DURAND

James R. Schuyler
By: James Schuyler
Its: Mayor

Attest: Amy J. Reddy
By: Amy J. Reddy
Its: City Clerk
Dated: _____

CITY OF OWOSSO

John C. M. Davis
By: John C.M. Davis
Its: Mayor

Attest: Gail L. Wickenhiser
By: Gail L. Wickenhiser
City Clerk
Dated: _____

CITY OF PERRY

Steven E. Wallace
By: Steven E. Wallace
Its: Mayor

Attest: Judy A. Guenther
By: Judy A. Guenther
Its: City Clerk
Dated: _____

SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT

Patrick C. Gilbert
By: Patrick C. Gilbert
Its: Superintendent

Attest: Shelley S. Cook
By: Shelley S. Cook
Its: Administrative Assistant
Dated: 11-5-99

From:	Building Department
To:	Owosso City Council
Report Month:	OCTOBER 2023

Category	Estimated Cost	Permit Fee	Number of Permits
BASEMENT WATERPROOFING	\$29,059	\$905	2
COMMERCIAL NEW CONSTRUCTION	\$545,000	\$8,181	1
DECK	\$4,685	\$300	2
Electrical	\$0	\$4,925	23
FENCE PERMIT	\$0	\$170	2
Mechanical	\$0	\$4,110	20
NEW BUSINESS	\$0	\$0	1
NON-RES. ADD/ALTER/REPAIR	\$76,000	\$1,410	3
Plumbing	\$0	\$2,070	12
PORCH	\$5,700	\$245	1
RES. ADD/ALTER/REPAIR	\$137,000	\$1,735	5
ROOF	\$46,880	\$875	7
ROW-UTILITY	\$0	\$550	11
SIGN PERMIT	\$0	\$262	2
WINDOWS	\$55,424	\$430	4
Totals	\$899,748	\$26,168	96

2022 COMPARISON TOTALS

OCTOBER 2022

\$664,395

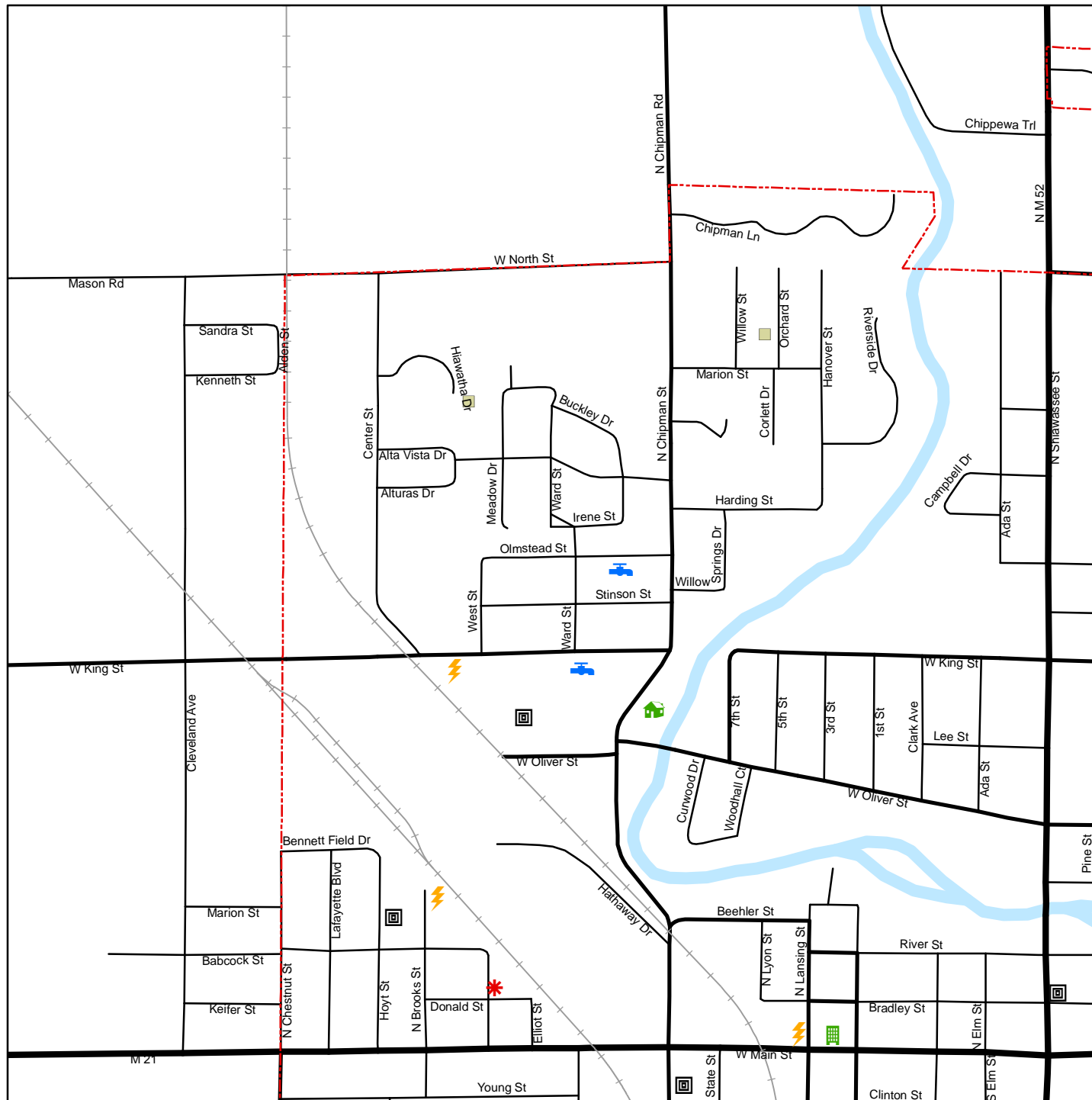
\$24,356

96

City of Owosso

Permit Activity
October 2023

NW Quadrant



Category

- Deck
- Electrical
- Mechanical
- Multiple Permits
- Non-Res. Add/Alter/Repair
- Plumbing
- Res. Add/Alter/Repair

Other Features

- City Limit
- Railroads
- River & Lakes

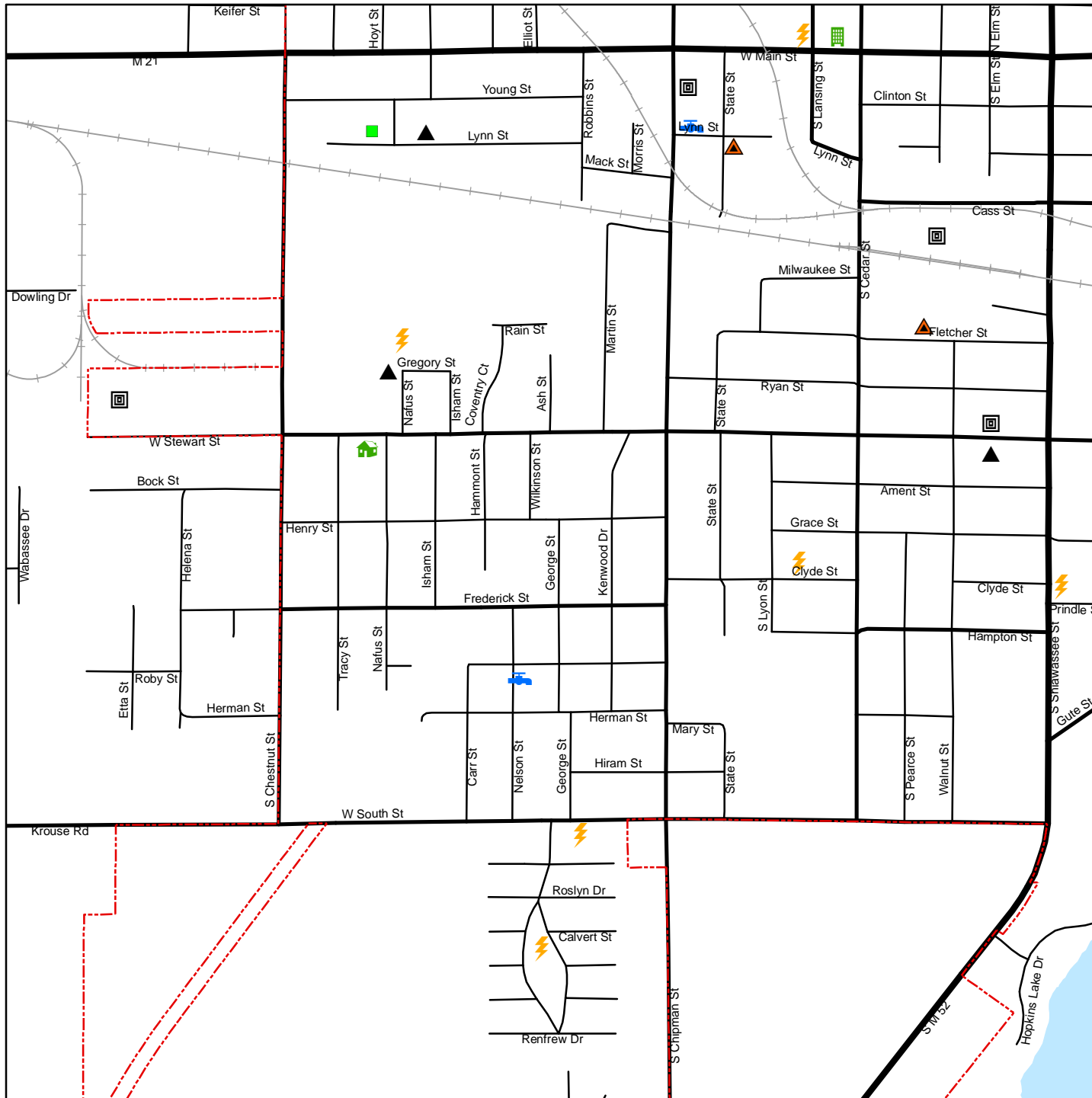
0 300 600 900 1,200 Feet











City of Owosso

Permit Activity
October 2023




SW Quadrant



Category

-  Electrical
-  Mechanical
-  Non-Res. Add/Alter/Repair
-  Plumbing
-  Porch
-  Res. Add/Alter/Repair
-  Roof
-  ROW-Utility

Other Features

-  City Limit
-  Railroads
-  River & Lakes

0 300 600 900 1,200 Feet



OCTOBER 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ACCESSORY STRUCTURES									
ENF 21-1764	GENESEE ST		INSPECTED PROPERTY	PARTIALLY RESOLVED	11/22/2021	10/03/2023	11/02/2023		N
Total Entries					1				
APPLIANCES									
ENF 23-0920	W	OLIVER ST	RESOLVED	CLOSED	08/29/2023	10/18/2023		10/18/2023	N
ENF 23-1140	WILTSHIRE DR		RESOLVED	CLOSED	10/24/2023	10/26/2023		10/26/2023	N
Total Entries					2				
AUTO REP/JUNK VEH									
ENF 23-0706	CORUNNA AVE		INSPECTED PROPERTY	3RD TICKET ISSUED	07/13/2023	10/25/2023	11/29/2023		N
ENF 23-0930	ADA ST		INSPECTED PROPERTY	FINAL NOTICE	08/30/2023	10/31/2023	11/29/2023		Y
ENF 23-1052	E	COMSTOCK ST	RESOLVED	CLOSED	10/03/2023	10/10/2023		10/10/2023	N
ENF 23-1117	ABBOTT ST		RESOLVED	CLOSED	10/17/2023	10/24/2023		10/24/2023	Y
Total Entries					4				
BRUSH									
ENF 23-0498	S	WASHINGTON ST	RESOLVED	CLOSED	05/25/2023	10/02/2023		10/02/2023	N
Total Entries					1				
BUILDING VIOL									
ENF 18-0622	W	OLIVER ST	INSPECTED PROPERTY	REF TO CITY ATTY	08/10/2018	10/19/2023	11/20/2023		IND
Total Entries					1				
BUILDING VIOL									
ENF 20-0720	HURON ST		INSPECTED PROPERTY	REF TO BLDG OFFICIAL	09/10/2020	10/30/2023	11/30/2023		N
ENF 20-0748	MARTIN ST		INSPECTED PROPERTY	REF TO CITY ATTY	09/16/2020	10/05/2023	11/02/2023		VAC
ENF 20-0972	E	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/18/2020	10/04/2023	11/02/2023		N

Code Enforcement Activity
OCTOBER 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-1156	E	WILLIAMS ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/01/2023	10/09/2023	11/06/2023		N
ENF 22-0067	N	WASHINGTON ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	01/24/2022	10/05/2023	11/02/2023		N
ENF 22-0167	S	CEDAR ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/15/2022	10/30/2023	11/30/2023		N
ENF 22-0425		WOODLAWN AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	04/12/2022	10/25/2023	11/22/2023		N
ENF 22-0677	N	SHIAWASSEE ST	INSPECTED PROPERTY	REF TO CITY ATTY	05/19/2022	10/24/2023	11/21/2023		VAC
ENF 22-1131	E	MASON ST	INSPECTED PROPERTY	3RD TICKET ISSUED	08/10/2022	10/05/2023	11/02/2023		Y
ENF 22-1352		CORUNNA AVE	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	10/03/2022	10/09/2023	11/06/2023		N
ENF 22-1586	W	EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2022	10/26/2023	11/22/2023		COMM
ENF 22-1626		BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2022	10/10/2023	11/09/2023		N
ENF 23-0128		DIVISION ST	INSPECTED PROPERTY	RED-TAGGED	02/06/2023	10/19/2023	12/06/2023		VAC
ENF 23-0254		YOUNG ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/21/2023	10/10/2023	11/07/2023		VAC
ENF 23-0288	W	EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/05/2023	10/05/2023	11/02/2023		COMM
ENF 23-0313		GRAND AVE	INSPECTED PROPERTY	FINAL NOTICE	04/18/2023	10/05/2023	04/01/2024		N
ENF 23-0542		GROVER ST	INSPECTED PROPERTY	2ND NOTICE SENT	06/06/2023	10/16/2023	11/13/2023		Y
ENF 23-0578	S	CHIPMAN ST	LETTER SENT	2ND NOTICE SENT	06/12/2023	10/11/2023	12/13/2023		COMM
ENF 23-0612	W	EXCHANGE	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	06/20/2023	10/10/2023	11/07/2023		N
ENF 23-0631	N	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/22/2023	10/26/2023	11/22/2023		N
ENF 23-0673	N	SAGINAW ST	LETTER SENT	FINAL NOTICE	07/10/2023	10/09/2023	11/08/2023		N
ENF 23-0785		GENESEE ST	INSPECTED PROPERTY	LETTER SENT	07/26/2023	10/25/2023	11/23/2023		N
ENF 23-0882		PINE ST	CONTACT WITH OWNER	EXTENSION GRANTED	08/17/2023	10/16/2023	12/18/2023		VAC

OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1007	TRACY ST	INSPECTED PROPERTY	RED-TAGGED	09/21/2023	10/19/2023	11/20/2023		N
ENF 23-1139	ADAMS ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/24/2023	10/27/2023	11/14/2023		N
ENF 22-1528	E KING ST	RESOLVED	CLOSED	11/11/2022	10/11/2023		10/11/2023	Y
ENF 23-0051	E KING ST	INSPECTED PROPERTY	CLOSED	01/18/2023	10/19/2023		10/19/2023	VAC
ENF 23-1102	N WATER ST	OBTAINED PERMIT	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1107	HIAWATHA DR	OBTAINED PERMIT	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
Total Entries				29				
DEMO BY NEGLECT HDC								
ENF 22-1109	W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/05/2022	10/23/2023	04/30/2024		COMM
Total Entries				1				
DOORS IN VIOLATION								
ENF 22-1567	N SAGINAW ST	INSPECTED PROPERTY	EXTENSION GRANTED	11/23/2022	10/12/2023	11/09/2023		Y
Total Entries				1				
DRIVEWAY VIOLATIONS								
ENF 23-1051	N PARK ST	LETTER SENT	CLOSED	10/03/2023	10/09/2023		10/09/2023	N
Total Entries				1				
DUMPSTER VIOLATIONS								
ENF 23-1049	N SAGINAW ST	INSPECTED PROPERTY	CLOSED	10/02/2023	10/23/2023		10/23/2023	Y
Total Entries				1				
EXTERIOR PAINT/SIDING								
ENF 20-0119	E OLIVER ST	INSPECTED PROPERTY	FINAL NOTICE	02/24/2020	10/09/2023	04/30/2024		N
ENF 20-0143	LYNN ST	INSPECTED PROPERTY	FINAL NOTICE	03/05/2020	10/05/2023	11/07/2023		N

OCTOBER 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0024	E	EXCHANGE ST	INSPECTED PROPERTY	FINAL NOTICE	01/12/2021	10/16/2023	04/01/2024		N
ENF 21-0040		WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	01/12/2021	10/04/2023	11/08/2023		N
ENF 21-0041		MILWAUKEE ST	INSPECTED PROPERTY	3RD TICKET ISSUED	01/12/2021	10/19/2023	11/15/2023		VAC
ENF 21-0424	N	SAGINAW ST	INSPECTED PROPERTY	1ST TICKET ISSUED	03/22/2021	10/25/2023	11/08/2023		N
ENF 23-0568		WALNUT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/08/2023	10/10/2023	11/14/2023		N
ENF 23-0812		KENWOOD DR	INSPECTED PROPERTY	2ND NOTICE SENT	07/31/2023	10/18/2023	11/02/2023		N
ENF 23-0884		FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	08/21/2023	10/23/2023	04/01/2024		N
ENF 23-1116	N	SAGINAW ST	INSPECTED PROPERTY	LETTER SENT	10/17/2023	10/17/2023	06/01/2024		N
ENF 22-1345		RYAN ST	RESOLVED	CLOSED	10/03/2022	10/02/2023		10/02/2023	Y
ENF 21-1732		RYAN ST	RESOLVED	CLOSED	11/10/2021	10/10/2023		10/10/2023	N
ENF 23-0850		CORUNNA AVE	RESOLVED	CLOSED	08/08/2023	10/16/2023		10/16/2023	COMM
ENF 21-1831	S	PARK ST	INSPECTED PROPERTY	CLOSED	12/07/2021	10/30/2023		10/30/2023	N
Total Entries					14				

FENCE VIOLATION

ENF 23-0910		FRAZER AVE	INSPECTED PROPERTY	CLOSED	08/28/2023	10/10/2023		10/10/2023	N
Total Entries					1				

FIRE DAMAGE

ENF 22-0193	S	CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	10/18/2023	11/20/2023		Y
ENF 23-0174	N	HICKORY ST	INSPECTED PROPERTY	RED-TAGGED	02/23/2023	10/25/2023	11/22/2023		VAC
ENF 23-0701	E	EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/12/2023	10/09/2023	11/09/2023		N
ENF 23-0788	S	SHIAWASSEE ST	INSPECTED PROPERTY	OBTAINED BLDG PERMIT	07/26/2023	10/31/2023	11/30/2023		Y

Code Enforcement Activity**OCTOBER 2023**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0866	CORUNNA AVE	OBTAINED PERMIT	RECHECK SCHEDULED	08/15/2023	10/05/2023	11/02/2023		Y
ENF 23-0940	CASS ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/05/2023	10/04/2023	11/02/2023		N
ENF 23-0941	CASS ST	INSPECTED PROPERTY	RE-INSPECT PENDING	09/05/2023	10/25/2023	11/23/2023		N
ENF 23-1003	CASS ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/19/2023	10/19/2023	11/15/2023		N
ENF 23-0198	AMENT ST	RESOLVED	CLOSED	03/07/2023	10/09/2023		10/09/2023	VAC

Total Entries	9
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FRONT YARD PARKING

ENF 23-1147	S	CHIPMAN ST	LETTER SENT	LETTER SENT	10/26/2023	10/26/2023	11/02/2023	Y
ENF 23-1154		MARTIN ST	LETTER SENT	RECHECK SCHEDULED	10/30/2023	10/30/2023	11/06/2023	N
ENF 23-1161	S	SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	10/31/2023	10/31/2023	11/08/2023	Y
ENF 23-1162	S	SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	10/31/2023	10/31/2023	11/07/2023	
ENF 23-0789	S	BALL ST	RESOLVED	CLOSED	07/27/2023	10/30/2023	10/30/2023	N

Total Entries	5
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FURNITURE OUTSIDE

ENF 23-1029		RIVER ST	RESOLVED	CLOSED	09/26/2023	10/03/2023	10/03/2023	N
ENF 23-1030		MICHIGAN AV	RESOLVED	CLOSED	09/27/2023	10/03/2023	10/03/2023	COM
ENF 23-1074	E	MASON ST	RESOLVED	CLOSED	10/09/2023	10/16/2023	10/16/2023	N
ENF 23-1131	N	SHIAWASSEE ST	RESOLVED	CLOSED	10/23/2023	10/30/2023	10/30/2023	N

Total Entries	4
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GARBAGE & DEBRIS

ENF 20-0878	N	HICKORY ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/26/2020	10/25/2023	11/22/2023	VAC
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Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1318	GRACE ST	CONTACT WITH OWNER	EXTENSION GRANTED	09/20/2022	10/27/2023	12/06/2023		N
ENF 22-1388	YOUNG ST	CONTACT WITH OWNER	RECHECK SCHEDULED	10/11/2022	10/13/2023	11/02/2023		N
ENF 22-1417	W MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/18/2022	10/25/2023	11/08/2023		N
ENF 23-0596	DIVISION ST	INSPECTED PROPERTY	FINAL NOTICE	06/13/2023	10/19/2023	12/06/2023		VAC
ENF 23-0792	STATE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/27/2023	10/31/2023	11/14/2023		VAC
ENF 23-0795	E STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/27/2023	10/17/2023	11/15/2023		Y
ENF 23-0997	E WILLIAMS ST	CONTACT WITH OWNER	RECHECK SCHEDULED	09/18/2023	10/25/2023	11/08/2023		N
ENF 23-0998	E OLIVER ST	LETTER SENT	PARTIALLY RESOLVED	09/18/2023	10/31/2023	11/07/2023		N
ENF 23-1017	GENESEE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	09/25/2023	10/23/2023	11/06/2023		Y
ENF 23-1028	CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/26/2023	10/10/2023	11/07/2023		N
ENF 23-1041	CORUNNA AVE	INSPECTED PROPERTY	EMAILED OWNER	09/28/2023	10/19/2023	01/02/2024		COMM
ENF 23-1075	MOORE ST	LETTER SENT	LETTER SENT	10/09/2023	10/25/2023	11/02/2023		N
ENF 23-1106	FLETCHER ST	LETTER SENT	RECHECK SCHEDULED	10/16/2023	10/23/2023	11/01/2023		N
ENF 23-1141	ISHAM ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/24/2023	10/24/2023	11/01/2023		N
ENF 23-0979	E EXCHANGE ST	RESOLVED	CLOSED	09/12/2023	10/02/2023		10/02/2023	N
ENF 23-0987	E MAIN ST	RESOLVED	CLOSED	09/14/2023	10/02/2023		10/02/2023	Y
ENF 23-1009	BROADWAY AVE	RESOLVED	CLOSED	09/25/2023	10/04/2023		10/04/2023	N
ENF 23-1042	E MASON ST	INSPECTED PROPERTY	CLOSED	09/28/2023	10/05/2023		10/05/2023	Y
ENF 23-1014	E MAIN ST	RESOLVED	CLOSED	09/25/2023	10/09/2023		10/09/2023	Y
ENF 23-1027	KRUST DR	RESOLVED	CLOSED	09/26/2023	10/10/2023		10/10/2023	N

Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1055	HAMPTON AVE	RESOLVED	CLOSED	10/04/2023	10/11/2023		10/11/2023	N
ENF 22-0551	GRACE ST	INSPECTED PROPERTY	CLOSED	05/04/2022	10/16/2023		10/16/2023	N
ENF 23-1015	E MAIN ST	RESOLVED	CLOSED	09/25/2023	10/18/2023		10/18/2023	N
ENF 23-1115	E KING ST	RESOLVED	CLOSED	10/17/2023	10/24/2023		10/24/2023	N
ENF 23-1061	FLETCHER ST	RESOLVED	CLOSED	10/04/2023	10/26/2023		10/26/2023	N
ENF 23-1119	STINSON ST	RESOLVED	CLOSED	10/18/2023	10/26/2023		10/26/2023	N

Total Entries 27

GARBAGE CANS

ENF 23-1091	GLENWOOD AVE	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	Y
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Total Entries 1

GARBAGE/JUNK IN ROW

ENF 23-1073	E MASON ST	INSPECTED PROPERTY	LETTER SENT	10/09/2023	10/25/2023	11/01/2023		Y
ENF 23-1082	S CEDAR ST	LETTER SENT	RECHECK SCHEDULED	10/11/2023	10/26/2023	11/02/2023		Y
ENF 23-1100	OAKWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/16/2023	10/30/2023	11/07/2023		N
ENF 23-1114	STATE ST	INSPECTED PROPERTY	FINAL NOTICE	10/17/2023	10/31/2023	11/07/2023		N
ENF 23-1118	N DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/17/2023	10/25/2023	11/02/2023		Y
ENF 23-1121	FREDERICK ST	LETTER SENT	RECHECK SCHEDULED	10/18/2023	10/25/2023	11/01/2023		N
ENF 23-1122	E MASON ST	2ND NOTICE SENT	COMPLAINT LOGGED	10/18/2023	11/01/2023	11/01/2023		N
ENF 23-1125	GRACE ST	LETTER SENT	LETTER SENT	10/19/2023	10/26/2023	11/02/2023		N
ENF 23-1129	KRUST DR	LETTER SENT	RECHECK SCHEDULED	10/23/2023	10/30/2023	11/06/2023		N
ENF 23-1132	E MASON ST	LETTER SENT	RECHECK SCHEDULED	10/23/2023	10/30/2023	11/06/2023		Y

Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1135	GOODHUE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/24/2023	10/31/2023	11/07/2023		N
ENF 23-1136	OLMSTEAD ST	LETTER SENT	RECHECK SCHEDULED	10/24/2023	10/31/2023	11/07/2023		N
ENF 23-1137	N WASHINGTON ST	LETTER SENT	RECHECK SCHEDULED	10/24/2023	10/31/2023	11/07/2023		N
ENF 23-1144	HENRY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/25/2023	10/25/2023	11/01/2023		N
ENF 23-1145	W STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/25/2023	10/25/2023	11/01/2023		N
ENF 23-1146	BEEHLER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/26/2023	10/26/2023	11/02/2023		N
ENF 23-1148	PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/26/2023	10/26/2023	11/02/2023		N
ENF 23-1149	AMENT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/26/2023	10/26/2023	11/02/2023		N
ENF 23-1150	STATE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/26/2023	10/26/2023	11/02/2023		N
ENF 23-1153	W SOUTH ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2023	10/30/2023	11/06/2023		N
ENF 23-1155	STRATFORD DR	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2023	10/30/2023	11/06/2023		N
ENF 23-1156	W RIDGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2023	10/30/2023	11/06/2023		N
ENF 23-1157	ABBOTT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2023	10/30/2023	11/07/2023		N
ENF 23-1159	MICHIGAN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/31/2023	10/31/2023	11/07/2023		Y
ENF 23-1160	GOODHUE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/31/2023	10/31/2023	11/07/2023		N
ENF 23-0949	CURWOOD DR	RESOLVED	CLOSED	09/06/2023	10/02/2023		10/02/2023	N
ENF 23-0970	E EXCHANGE ST	RESOLVED	CLOSED	09/11/2023	10/02/2023		10/02/2023	N
ENF 23-0980	E MASON ST	RESOLVED	CLOSED	09/13/2023	10/02/2023		10/02/2023	Y
ENF 23-1008	WHITEHAVEN CT	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-1011	CASS ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-1016	CASS ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	Y

Code Enforcement Activity
OCTOBER 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1019	N	DEWEY ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-1018	E	MASON ST	RESOLVED	CLOSED	09/25/2023	10/03/2023		10/03/2023	N
ENF 23-1021	N	PARK ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	N
ENF 23-1022	N	WATER ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	Y
ENF 23-1024		PINE ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	N
ENF 23-0928		MONROE ST	RESOLVED	CLOSED	08/30/2023	10/04/2023		10/04/2023	N
ENF 23-0990	W	STEWART ST	RESOLVED	CLOSED	09/18/2023	10/04/2023		10/04/2023	Y
ENF 23-1033		BROADWAY AVE	RESOLVED	CLOSED	09/27/2023	10/04/2023		10/04/2023	N
ENF 23-1034	E	HOWARD ST	RESOLVED	CLOSED	09/27/2023	10/04/2023		10/04/2023	N
ENF 23-1036	E	KING ST	RESOLVED	CLOSED	09/27/2023	10/04/2023		10/04/2023	N
ENF 23-1037		ALGER AVE	RESOLVED	CLOSED	09/27/2023	10/04/2023		10/04/2023	N
ENF 23-1040		CORUNNA AVE	RESOLVED	CLOSED	09/28/2023	10/05/2023		10/05/2023	N
ENF 23-1010	S	SAGINAW ST	RESOLVED	CLOSED	09/25/2023	10/09/2023		10/09/2023	N
ENF 23-1047	E	WILLIAMS ST	RESOLVED	CLOSED	10/02/2023	10/09/2023		10/09/2023	Y
ENF 23-0947	N	BALL ST	RESOLVED	CLOSED	09/06/2023	10/10/2023		10/10/2023	N
ENF 23-0996		PINE ST	RESOLVED	CLOSED	09/18/2023	10/10/2023		10/10/2023	Y
ENF 23-1025	E	COMSTOCK ST	RESOLVED	CLOSED	09/26/2023	10/10/2023		10/10/2023	Y
ENF 23-1044	S	CHIPMAN ST	RESOLVED	CLOSED	10/02/2023	10/10/2023		10/10/2023	Y
ENF 23-1045	W	STEWART ST	RESOLVED	CLOSED	10/02/2023	10/10/2023		10/10/2023	Y
ENF 23-1046		COVENTRY ST	RESOLVED	CLOSED	10/02/2023	10/10/2023		10/10/2023	N

11/01/23

Code Enforcement Activity
OCTOBER 2023

10/18

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0978	N	WASHINGTON ST	RESOLVED	CLOSED	09/12/2023	10/11/2023		10/11/2023	N
ENF 23-1035	N	SAGINAW ST	RESOLVED	CLOSED	09/27/2023	10/11/2023		10/11/2023	Y
ENF 23-1053		GRAND AVE	RESOLVED	CLOSED	10/03/2023	10/11/2023		10/11/2023	Y
ENF 23-1058		GENESEE ST	RESOLVED	CLOSED	10/04/2023	10/11/2023		10/11/2023	Y
ENF 23-1060	W	STEWART ST	RESOLVED	CLOSED	10/04/2023	10/11/2023		10/11/2023	N
ENF 23-1065		OAKWOOD AVE	RESOLVED	CLOSED	10/05/2023	10/12/2023		10/12/2023	Y
ENF 23-1066		HUNTINGTON DR	RESOLVED	CLOSED	10/09/2023	10/16/2023		10/16/2023	N
ENF 23-1067	W	KING ST	RESOLVED	CLOSED	10/09/2023	10/16/2023		10/16/2023	Y
ENF 23-1068		PINE ST	INSPECTED PROPERTY	CLOSED	10/09/2023	10/16/2023		10/16/2023	Y
ENF 23-1072	E	EXCHANGE ST	RESOLVED	CLOSED	10/09/2023	10/16/2023		10/16/2023	N
ENF 23-1054		ADAMS ST	RESOLVED	CLOSED	10/03/2023	10/17/2023		10/17/2023	Y
ENF 23-1077	N	BALL ST	RESOLVED	CLOSED	10/10/2023	10/17/2023		10/17/2023	N
ENF 23-1002	E	KING ST	RESOLVED	CLOSED	09/19/2023	10/18/2023		10/18/2023	Y
ENF 23-1031		CLINTON ST	RESOLVED	CLOSED	09/27/2023	10/18/2023		10/18/2023	Y
ENF 23-1079	N	WASHINGTON ST	RESOLVED	CLOSED	10/10/2023	10/18/2023		10/18/2023	N
ENF 23-1080	N	WATER ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	N
ENF 23-1084		GEORGE ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	N
ENF 23-1086		GRAND AVE	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	N
ENF 23-1087	E	MASON ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	Y
ENF 23-1088	N	DEWEY ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	Y
ENF 23-1089	N	DEWEY ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	Y

Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1090	CASS ST	RESOLVED	CLOSED	10/11/2023	10/18/2023		10/18/2023	Y
ENF 23-1059	W STEWART ST	LETTER SENT	CLOSED	10/04/2023	10/18/2023		10/19/2023	N
ENF 23-1093	N WATER ST	INSPECTED PROPERTY	CLOSED	10/11/2023	10/19/2023		10/19/2023	Y
ENF 23-1069	N ELM ST	RESOLVED	CLOSED	10/09/2023	10/23/2023		10/23/2023	N
ENF 23-1098	E KING ST	RESOLVED	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1099	E KING ST	RESOLVED	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1101	E EXCHANGE ST	RESOLVED	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1103	E NORTH ST	RESOLVED	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1105	GROVER ST	RESOLVED	CLOSED	10/16/2023	10/23/2023		10/23/2023	N
ENF 23-1078	E KING ST	RESOLVED	CLOSED	10/10/2023	10/24/2023		10/24/2023	N
ENF 23-1110	E WILLIAMS ST	RESOLVED	CLOSED	10/17/2023	10/24/2023		10/24/2023	N
ENF 23-1050	GENESEE ST	RESOLVED	CLOSED	10/02/2023	10/25/2023		10/25/2023	N
ENF 23-1085	GRAND AVE	RESOLVED	CLOSED	10/11/2023	10/25/2023		10/25/2023	N
ENF 23-1120	W STEWART ST	RESOLVED	CLOSED	10/18/2023	10/25/2023		10/25/2023	Y
ENF 23-1123	N GOULD ST	RESOLVED	CLOSED	10/18/2023	10/25/2023		10/25/2023	N
ENF 23-1057	W STEWART ST	RESOLVED	CLOSED	10/04/2023	10/26/2023		10/26/2023	N
ENF 23-1083	S CHIPMAN ST	RESOLVED	CLOSED	10/11/2023	10/26/2023		10/26/2023	N
ENF 23-1096	S CHIPMAN ST	RESOLVED	CLOSED	10/12/2023	10/26/2023		10/26/2023	Y
ENF 23-1124	E KING ST	RESOLVED	CLOSED	10/19/2023	10/26/2023		10/26/2023	N
ENF 23-1127	YOUNG ST	RESOLVED	CLOSED	10/19/2023	10/26/2023		10/26/2023	N

Code Enforcement Activity
OCTOBER 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1013	E	WILLIAMS ST	RESOLVED	CLOSED	09/25/2023	10/30/2023		10/30/2023	N
ENF 23-1092	N	HICKORY ST	RESOLVED	CLOSED	10/11/2023	10/30/2023		10/30/2023	N
ENF 23-1076		PINE ST	RESOLVED	CLOSED	10/10/2023	10/31/2023		10/31/2023	Y
ENF 23-1097	N	HICKORY ST	RESOLVED	CLOSED	10/16/2023	10/31/2023		10/31/2023	N
ENF 23-1104	E	COMSTOCK ST	RESOLVED	CLOSED	10/16/2023	10/31/2023		10/31/2023	N
ENF 23-1112	N	DEWEY ST	RESOLVED	CLOSED	10/17/2023	10/31/2023		10/31/2023	N
ENF 23-1113	S	OAK ST	RESOLVED	CLOSED	10/17/2023	10/31/2023		10/31/2023	N
ENF 23-1133	E	OLIVER ST	RESOLVED	CLOSED	10/23/2023	10/31/2023		10/31/2023	N
ENF 23-1134	N	PARK ST	RESOLVED	CLOSED	10/24/2023	10/31/2023		10/31/2023	N
ENF 23-1070		CORUNNA AVE	RESOLVED	CLOSED	10/09/2023	11/01/2023		11/01/2023	N
ENF 23-1142	N	DEWEY ST	RESOLVED	CLOSED	10/25/2023	11/01/2023		11/01/2023	Y
ENF 23-1143		LINGLE AVE	RESOLVED	CLOSED	10/25/2023	11/01/2023		11/01/2023	N
Total Entries					104				

HEALTH & SAFETY

ENF 21-0921		CORUNNA AVE	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	06/23/2021	10/30/2023	11/30/2023		N
ENF 23-0830		RYAN ST	INSPECTED PROPERTY	CLOSED	08/02/2023	10/05/2023		10/16/2023	VAC
Total Entries					2				

HOUSE NUMBERS

ENF 23-0989	E	MAIN ST	RESOLVED	CLOSED	09/14/2023	10/05/2023		10/05/2023	Y
Total Entries					1				

IMMINENT DANGER OF STRUCTURE

11/01/23

Code Enforcement Activity

13/18

OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0059	S DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/21/2022	10/05/2023	11/02/2023		VAC
Total Entries				1				
LAWN MAINTENANCE								
ENF 23-0391	ADAMS ST	RESOLVED	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0392	N SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/15/2023	10/03/2023		10/03/2023	N
ENF 23-0396	STATE ST	INSPECTED PROPERTY	CLOSED	05/15/2023	10/03/2023		10/03/2023	N
ENF 23-0397	S CHIPMAN ST	RESOLVED	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0404	CORUNNA AVE	RESOLVED	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0405	GLENWOOD AVE	REF TO MOWING CONTRACTOR	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0406	DIVISION ST	RESOLVED	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0419	MONROE	RESOLVED	CLOSED	05/15/2023	10/03/2023		10/03/2023	VAC
ENF 23-0447	CORUNNA AVE	RESOLVED	CLOSED	05/17/2023	10/03/2023		10/03/2023	VAC
ENF 23-0506	LYNN ST	REF TO MOWING CONTRACTOR	CLOSED	05/30/2023	10/03/2023		10/03/2023	N
ENF 23-0676	E COMSTOCK ST	REF TO MOWING CONTRACTOR	CLOSED	07/10/2023	10/03/2023		10/03/2023	VAC
ENF 23-0740	FLETCHER ST	INSPECTED PROPERTY	CLOSED	07/19/2023	10/03/2023		10/03/2023	N
ENF 23-0756	MARTIN ST	INSPECTED PROPERTY	CLOSED	07/24/2023	10/03/2023		10/03/2023	VAC
Total Entries				13				
LEAVES								
ENF 23-1043	SEVENTH ST	INSPECTED PROPERTY	LETTER SENT	10/02/2023	10/26/2023	11/09/2023		N
Total Entries				1				
MULTIPLE VIOLATIONS								

Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0917	W EXCHANGE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/03/2020	10/10/2023	11/07/2023		N
ENF 21-0802	HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2021	10/25/2023	11/27/2023		VAC
ENF 21-0966	ISHAM ST	INSPECTED PROPERTY	OBTAINED BLDG PERMIT	06/28/2021	10/09/2023	11/09/2023		VAC
ENF 21-1095	E MASON ST	INSPECTED PROPERTY	2ND TICKET ISSUED	07/20/2021	10/18/2023	11/24/2023		Y
ENF 21-1578	ROBBINS ST	INSPECTED PROPERTY	LEGAL ACTION	10/14/2021	10/19/2023	11/15/2023		COMM
ENF 21-1592	E STEWART ST	INSPECTED PROPERTY	REF TO DPW	10/19/2021	10/18/2023	11/08/2023		N
ENF 21-1715	W STEWART ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	11/08/2021	10/25/2023	11/23/2023		N
ENF 22-0238	E MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/03/2022	10/24/2023	11/23/2023		N
ENF 22-0356	MILWAUKEE ST	INSPECTED PROPERTY	REF TO CITY ATTY	03/25/2022	10/19/2023	11/20/2023		N
ENF 22-0393	FLETCHER ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	04/01/2022	10/03/2023	04/01/2024		N
ENF 22-0522	W MAIN ST	CONTACT WITH OWNER	EXTENSION GRANTED	04/29/2022	10/16/2023	05/30/2024		N
ENF 22-0883	S CHIPMAN ST	INSPECTED PROPERTY	LETTER SENT	06/15/2022	10/26/2023	11/27/2023		Y
ENF 22-0925	MEADOW DR	INSPECTED PROPERTY	RECHECK SCHEDULED	06/22/2022	10/24/2023	11/22/2023		VAC
ENF 22-1488	N WATER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/01/2022	10/16/2023	11/16/2023		N
ENF 22-1531	WOODLAWN AVE	INSPECTED PROPERTY	3RD TICKET ISSUED	11/14/2022	10/19/2023	11/13/2023		N
ENF 22-1543	W STEWART ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/16/2022	10/23/2023	11/23/2023		N
ENF 23-0029	N OAK ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/09/2023	10/16/2023	11/15/2023		N
ENF 23-0156	S CHIPMAN ST	INSPECTED PROPERTY	2ND TICKET ISSUED	02/16/2023	10/25/2023	11/08/2023		N
ENF 23-0157	N LANSING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/17/2023	10/30/2023	11/13/2023		Y
ENF 23-0161	N SAGINAW ST	INSPECTED PROPERTY	1ST TICKET ISSUED	02/20/2023	10/04/2023	11/15/2023		N

Code Enforcement Activity
OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0281	STATE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/04/2023	10/17/2023	11/14/2023		Y
ENF 23-0368	BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/08/2023	10/09/2023	04/01/2024		N
ENF 23-0815	GLENWOOD AVE	HOMEOWNER CALLED IN	1ST TICKET ISSUED	08/01/2023	10/25/2023	11/29/2023		N
ENF 23-0833	W MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/03/2023	10/31/2023	11/07/2023		N
ENF 23-0860	LYNN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/14/2023	10/30/2023	11/06/2023		N
ENF 23-0885	FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	08/21/2023	10/23/2023	04/01/2024		N
ENF 23-0929	W MAIN ST	INSPECTED PROPERTY	1ST TICKET ISSUED	08/30/2023	10/19/2023	11/15/2023		VAC
ENF 23-1056	S CEDAR ST	CONTACT WITH OWNER	RECHECK SCHEDULED	10/04/2023	10/27/2023	04/15/2024		N
ENF 23-1108	W MAIN ST	LETTER SENT	2ND NOTICE SENT	10/17/2023	11/01/2023	11/01/2023		N
ENF 23-1126	TRACY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/19/2023	10/19/2023	11/20/2023		N
ENF 22-0035	W MAIN ST	INSPECTED PROPERTY	CLOSED	01/11/2022	10/03/2023		10/03/2023	COMM
ENF 23-0898	ADAMS ST	RESOLVED	CLOSED	08/22/2023	10/04/2023		10/04/2023	N
ENF 23-0468	WOODLAWN AVE	LETTER SENT	CLOSED	05/22/2023	10/05/2023		10/05/2023	VAC
ENF 23-0080	PALMER AVE	RESOLVED	CLOSED	01/25/2023	10/10/2023		10/10/2023	N
ENF 23-1032	N ELM ST	RESOLVED	CLOSED	09/27/2023	10/11/2023		10/11/2023	N
ENF 23-1023	PINE ST	RESOLVED	CLOSED	09/26/2023	10/12/2023		10/12/2023	N
ENF 23-0883	FLETCHER ST	RESOLVED	CLOSED	08/21/2023	10/16/2023		10/16/2023	N
ENF 23-1063	N BALL ST	INSPECTED PROPERTY	CLOSED	10/05/2023	10/16/2023		10/16/2023	Y
ENF 23-0973	W STEWART ST	INSPECTED PROPERTY	CLOSED	09/11/2023	10/16/2023		10/17/2023	Y
ENF 21-1884	PRINDLE ST	INSPECTED PROPERTY	CLOSED	12/17/2021	10/18/2023		10/19/2023	N

Code Enforcement Activity

OCTOBER 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0766	COVENTRY AVE		RESOLVED	CLOSED	07/25/2023	10/30/2023		10/30/2023	N
ENF 23-1071	GLENWOOD AVE		RESOLVED	CLOSED	10/09/2023	10/30/2023		10/30/2023	N
Total Entries					42				
NO BUILDING PERMIT									
ENF 23-0747	LYNN ST		INSPECTED PROPERTY	1ST TICKET ISSUED	07/19/2023	10/19/2023	11/20/2023		N
ENF 23-1111	S	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/17/2023	10/30/2023	11/13/2023		N
ENF 23-1138	RANDOLPH ST		REF TO BLDG OFFICIAL	RECHECK SCHEDULED	10/24/2023	10/24/2023	11/15/2023		N
ENF 23-1152	S	SHIAWASSEE ST	LETTER SENT	LETTER SENT	10/30/2023	10/30/2023	11/06/2023		N
ENF 23-1012	N	PARK ST	RESOLVED	CLOSED	09/25/2023	10/05/2023		10/05/2023	Y
ENF 23-0959	W	STEWART ST	RESOLVED	CLOSED	09/07/2023	10/11/2023		10/11/2023	N
Total Entries					6				
NUISANCE SMOKE									
ENF 23-0256	FREDERICK ST		INSPECTED PROPERTY	CLOSED	03/21/2023	10/12/2023		10/16/2023	N
Total Entries					1				
PLUMBING VIOLATIONS									
ENF 23-1020	E	MAIN ST	CONTACT WITH PROPERTY MANAGER	RECHECK SCHEDULED	09/25/2023	10/25/2023	11/25/2023		COM
Total Entries					1				
RENTAL REGISTRATION									
ENF 23-1094	LYNN ST		COMPLAINT LOGGED	LETTER SENT	10/11/2023	10/11/2023	11/11/2023		Y
ENF 23-1158	HARRISON AVE		COMPLAINT LOGGED	LETTER SENT	10/30/2023	10/30/2023	12/02/2023		Y
ENF 23-1163	S	HICKORY ST	COMPLAINT LOGGED	CONTACTED PROPERTY OWNER	10/31/2023	10/31/2023	11/25/2023		Y

11/01/23

Code Enforcement Activity

17/18

OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1038	CLYDE ST	RENTAL REG FORM SUBMITTED	CLOSED	09/28/2023	10/11/2023		10/11/2023	Y
Total Entries				4				
ROW VIOLATIONS								
ENF 23-1109	ADAMS ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/17/2023	10/24/2023	11/02/2023		N
ENF 23-1130	WILTSHIRE DR	REF TO POLICE	RECHECK SCHEDULED	10/23/2023	10/30/2023	11/02/2023		N
ENF 23-1128	YOUNG ST	REF TO POLICE	CLOSED	10/23/2023	10/30/2023		10/30/2023	N
Total Entries				3				
SCRAPPING MATERIALS								
ENF 23-1095	W EXCHANGE	LETTER SENT	RECHECK SCHEDULED	10/11/2023	10/31/2023	11/14/2023		Y
Total Entries				1				
SEWER DISCHARGE								
ENF 23-0477	BROADWAY AVE	INSPECTED PROPERTY	CLOSED	05/22/2023	10/05/2023		10/05/2023	N
Total Entries				1				
TEMPORARY STRUCTURES								
ENF 21-0380	GRACE ST	CONTACT WITH OWNER	EXTENSION GRANTED	03/11/2021	10/27/2023	12/06/2023		N
ENF 23-0280	N BROOKS ST	LETTER SENT	RECHECK SCHEDULED	04/04/2023	10/02/2023	11/07/2023		N
ENF 23-1081	W STEWART ST	LETTER SENT	LETTER SENT	10/11/2023	10/11/2023	04/15/2024		Y
ENF 23-1151	KRUST DR	LETTER SENT	RECHECK SCHEDULED	10/30/2023	10/30/2023	04/30/2024		N
ENF 22-1587	ABREY AVE	RESOLVED	CLOSED	11/30/2022	10/18/2023		10/18/2023	N
ENF 22-0236	GRAND AVE	INSPECTED PROPERTY	CLOSED	03/03/2022	10/19/2023		10/19/2023	N
ENF 22-1441	BUCKLEY DR	RESOLVED	CLOSED	10/21/2022	10/23/2023		10/23/2023	N

11/01/23

Code Enforcement Activity

18/18

OCTOBER 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0269	N HICKORY ST	RESOLVED	CLOSED	03/29/2023	10/31/2023		10/31/2023	Y
Total Entries				8				
TIRES								
ENF 23-0986	W MAIN ST	RESOLVED	CLOSED	09/14/2023	10/03/2023		10/03/2023	COMM
Total Entries				1				
TREE VIOLATIONS								
ENF 23-0905	MILWAUKEE ST	INSPECTED PROPERTY	REF TO DPW	08/23/2023	10/19/2023	12/12/2023		VAC
Total Entries				1				
VACANT STRUCTURES								
ENF 20-0755	CARMODY ST	INSPECTED PROPERTY	REF TO CITY ATTY	09/18/2020	10/10/2023	11/08/2023		VAC
ENF 20-0758	PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/18/2020	10/19/2023	12/12/2023		VAC
Total Entries				2				
WINDOWS								
ENF 23-0849	CARMODY ST	LETTER SENT	2ND NOTICE SENT	08/08/2023	10/10/2023	11/07/2023		VAC
ENF 23-0820	W EXCHANGE ST	RESOLVED	CLOSED	08/01/2023	10/02/2023		10/02/2023	COMM
ENF 23-0095	BROADWAY AVE	RESOLVED	CLOSED	01/30/2023	10/04/2023		10/04/2023	N
Total Entries				3				
ZONING								
ENF 20-0866	STATE ST	INSPECTED PROPERTY	CLOSED	10/20/2020	10/26/2023		10/26/2023	COMM
Total Entries				1				

Total Records:

300

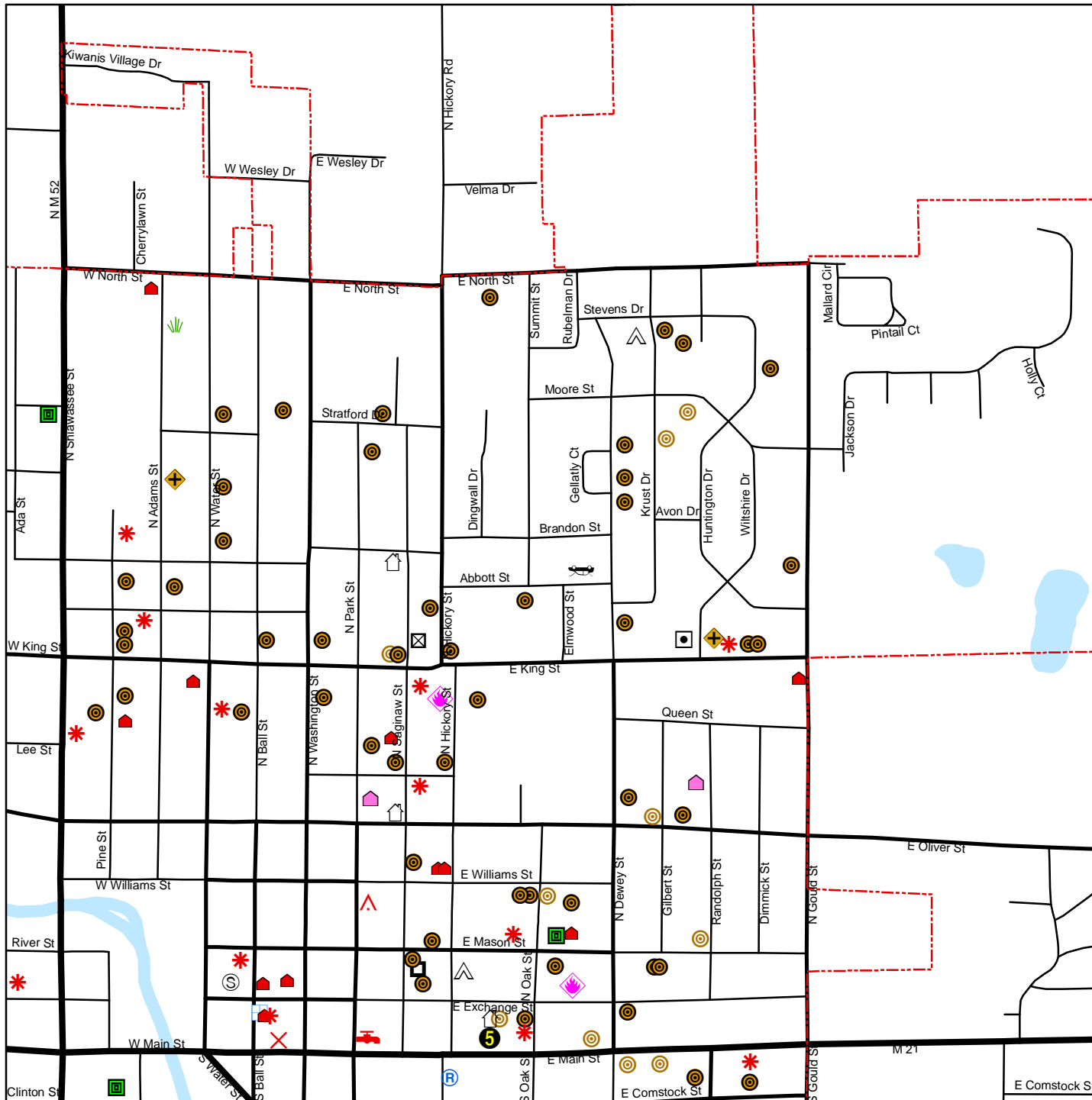
Total Pages:

18

City of Owosso

Code Enforcement Activity October 2023

NE Quadrant



Category

- Appliances
- Auto Repair/Junk Vehicle
- Building Violation
- Demo By Neglect HDC
- Doors In Violation
- Driveway Violations
- Dumpster Violations
- Exterior Paint/Siding
- Fire Damage
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- House Numbers
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Plumbing Violations
- Rental Registration
- ROW Violations
- Scrapping Materials
- Temporary Structures
- Windows

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet

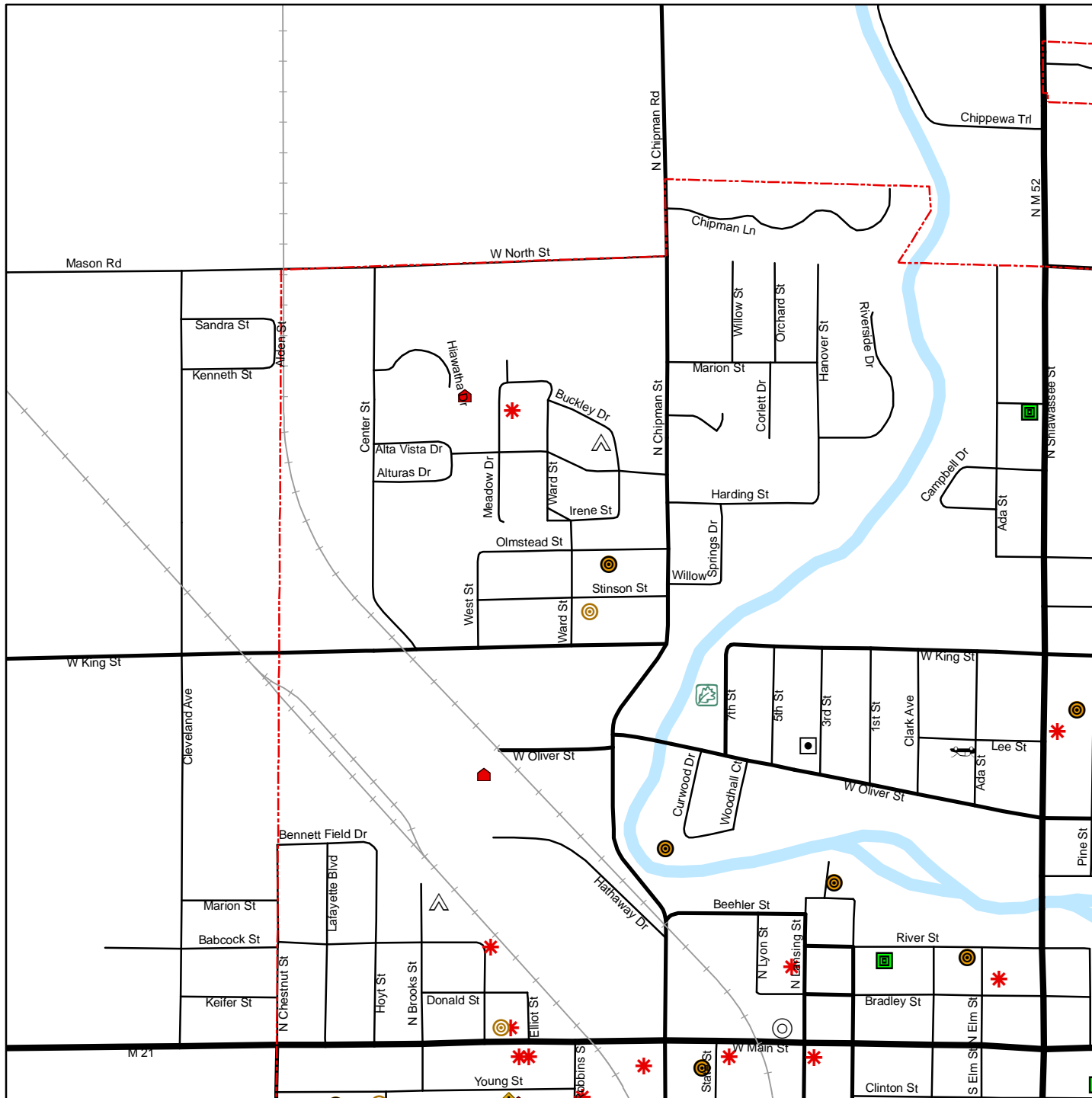


City of Owosso

Code Enforcement Activity

October 2023

NW Quadrant



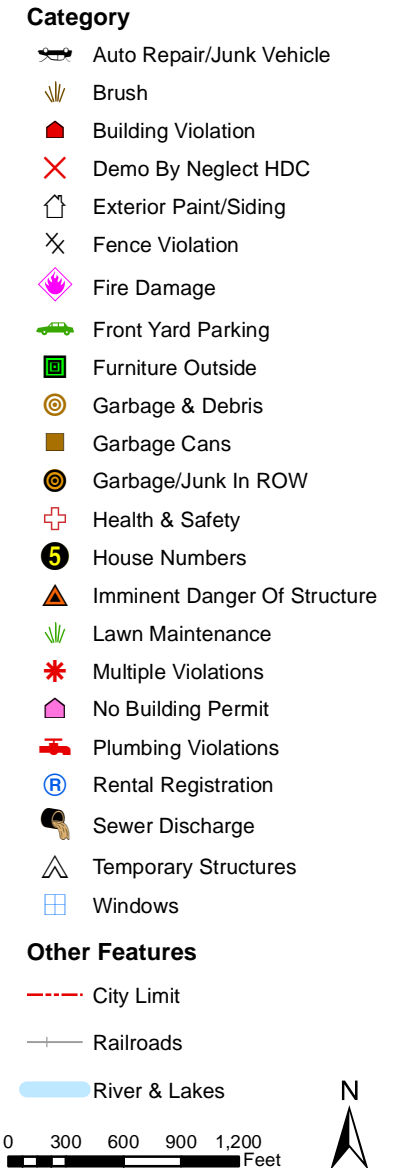
Category

- Appliances
- Auto Repair/Junk Vehicle
- Building Violation
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Leaves
- Multiple Violations
- ROW Violations
- Temporary Structures
- Tires

Other Features

- City Limit
- Railroads
- River & Lakes

SE Quadrant

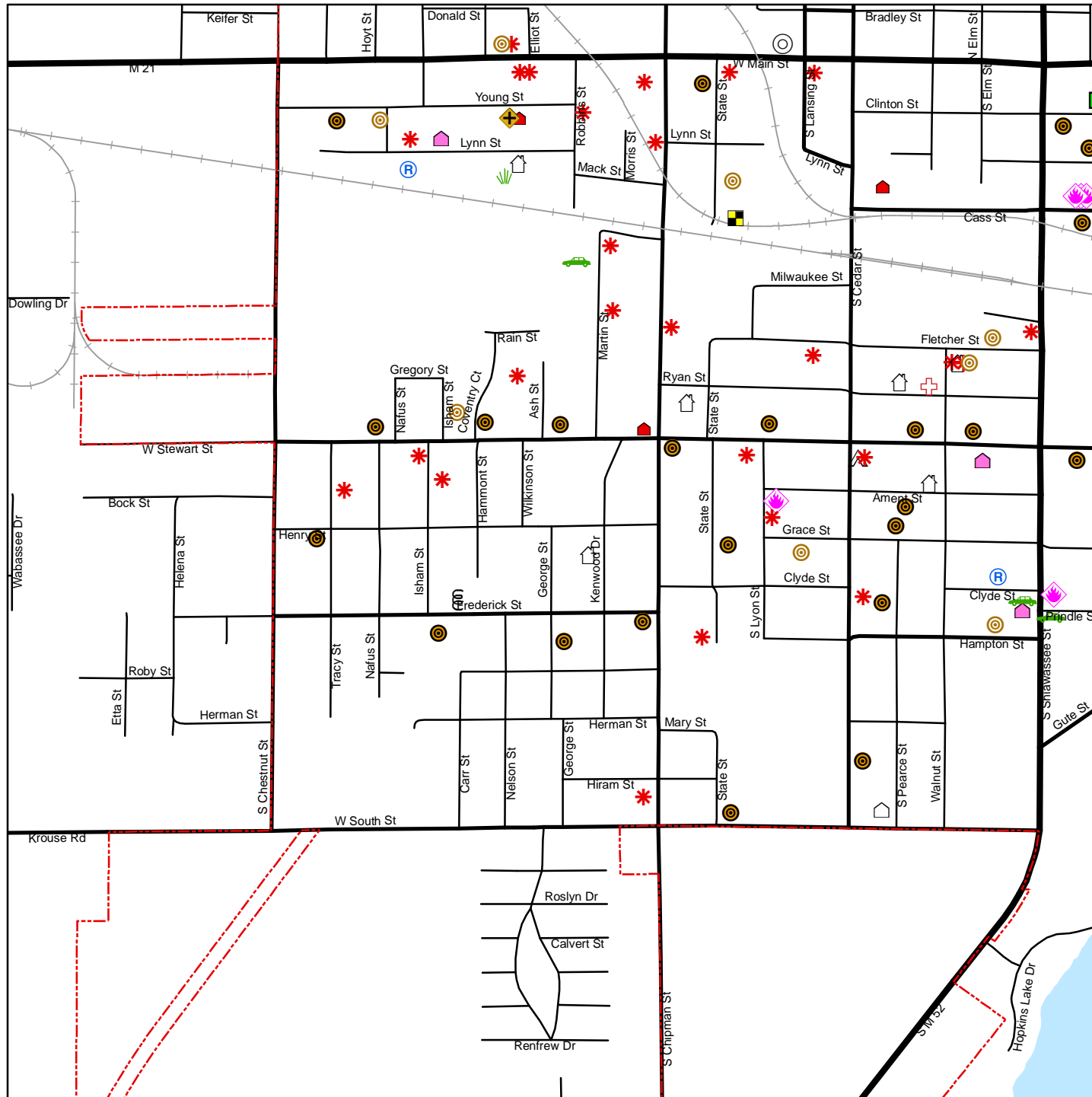


City of Owosso

Code Enforcement Activity

October 2023

SW Quadrant



Category

- Building Violation
- Exterior Paint/Siding
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Nuisance Smoke
- Rental Registration
- ROW Violations
- Temporary Structures
- Tires
- Vacant Structures
- Zoning

Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



**Monthly Inspection List
OCTOBER 2023**

HISSONG, BRAD	BUILDING OFFICIAL Total Inspections:	115
PUNG, ROY	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	18
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	14
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	184
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	176
Grand Total Inspections:		507

CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2023

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ADULT USE RECREATIONAL RETAIL						2			1			3
						\$10,000			\$5,000			\$15,000
AMPHITHEATER					1	1	9					11
					\$50	\$0	\$0					\$50
BENTLEY PARK RENTAL												
11	6	8	5	11	1	0	3	2				47
\$275	\$150	\$225	\$150	\$300	\$25	\$0	\$50	\$75				\$1,250
GROWER LICENSE (Medical)												
	1							1				2
	\$5,000							\$5,000				\$10,000
HARMON PATRIDGE PARK RENTAL												
3	2	1	4	17	7	7	4	1				46
\$75	\$50	\$50	\$100	\$550	\$225	\$175	\$125	\$25				\$1,375
MOBILE FOOD VENDING (Food Truck License)												
					1							1
					\$150							\$150
PROCESSOR LICENSE												
1												1
\$5,000												\$5,000
PROVISIONING CENTER												
						2			1			3
						\$10,000			\$5,000			\$15,000
RECREATIONAL GROW												
	1					1		1				3
	\$5,000					\$5,000		\$5,000				\$15,000
RENTAL (Renewals)												
2	3	4		6		4	3	81	85			188
\$100	\$150	\$200		\$300		\$200	\$150	\$16,850	\$10,500			\$28,450
RENTAL REGISTRATIONS (New)												
1	3	4	1	2	11			4	3			29
\$50	\$100	\$150	\$50	\$100	\$550			\$150	\$150			\$1,300
RESIDENTIAL DESIGNATED PARKING												
1					1							2
\$840					\$840							\$1,680
TOTALS:												
19	16	17	10	36	22	17	19	90	90	0	0	336
\$6,340	\$10,450	\$625	\$300	\$1,250	\$1,840	\$25,375	\$325	\$27,100	\$20,650	\$0	\$0	\$94,255



OWOSSO POLICE DEPARTMENT

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

MEMORANDUM

DATE: 14 November 2023
TO: Owosso City Council
FROM: Eric E. Cherry
Police Department Captain
RE: October 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 Owosso Police Administration attended the RESD Public Safety Program Advisory Committee meeting and discussed avenues of partnership in the program.

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

The Owosso Police Gun Range Instructors hosted a night range at the Shiawassee County Sheriff's Office range in late October.

October - 5 YEAR AVERAGE

	2019-Oct	2020-Oct	2021-Oct	2022-Oct	2023-Oct	Oct 5YR AVG
Part I Crimes	24	29	32	26	29	28
Part II Crimes	98	53	71	85	80	77.4
Violent Crimes	7	16	10	9	3	9
Total Reports	158	136	135	168	176	154.6
Felony Arrests	8	6	11	6	4	7
Total Arrests	44	29	34	35	34	35.2
Traffic Stops	85	63	35	52	80	63
All Dispatched Events	612	565	887	1032	1003	819.8

LAST 12 MONTHS

	2022- Nov	2022- Dec	2023- Jan	2023- Feb	2023- Mar	2023- Apr	2023- May	2022- Jun	2023- Jul	2023- Aug	2023- Sep	2023- Oct	Last 12 Months	Average
Part I Crimes	30	15	20	16	26	23	31	34	30	26	25	29	305	25.42
Part II Crimes	83	78	71	71	96	95	129	85	111	99	97	80	1095	91.25
Violent Crimes	11	3	5	5	4	7	6	11	12	7	10	3	84	7
Total Reports	171	151	141	133	170	183	194	179	202	178	184	176	2062	171.83
Felony Arrests	7	2	8	7	8	5	6	6	10	7	8	4	78	6.5
Total Arrests	48	35	44	33	39	31	40	36	45	31	45	34	461	38.42
Traffic Stops	197	192	213	222	130	151	78	58	82	100	63	80	1566	130.5
All Dispatched Events	1167	991	1071	1006	969	1004	1061	898	903	915	886	1003	11874	989.5



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

MEMORANDUM

DATE: November 6, 2023

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: October 2023 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for October 2023. The Owosso Fire Department responded to 243 incidents in the month of October.

OFD responded to 27 fire calls and responded to 216 EMS calls.

Previous Month ▾

Oct 1, 2023 - Oct 31, 2023 ▾

11%

FIRE
Percentage of Total Incidents

89%

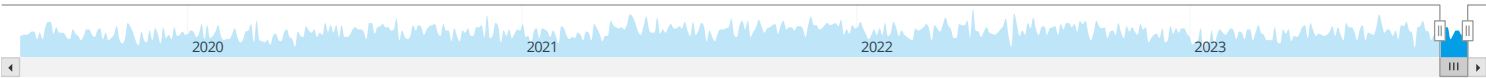
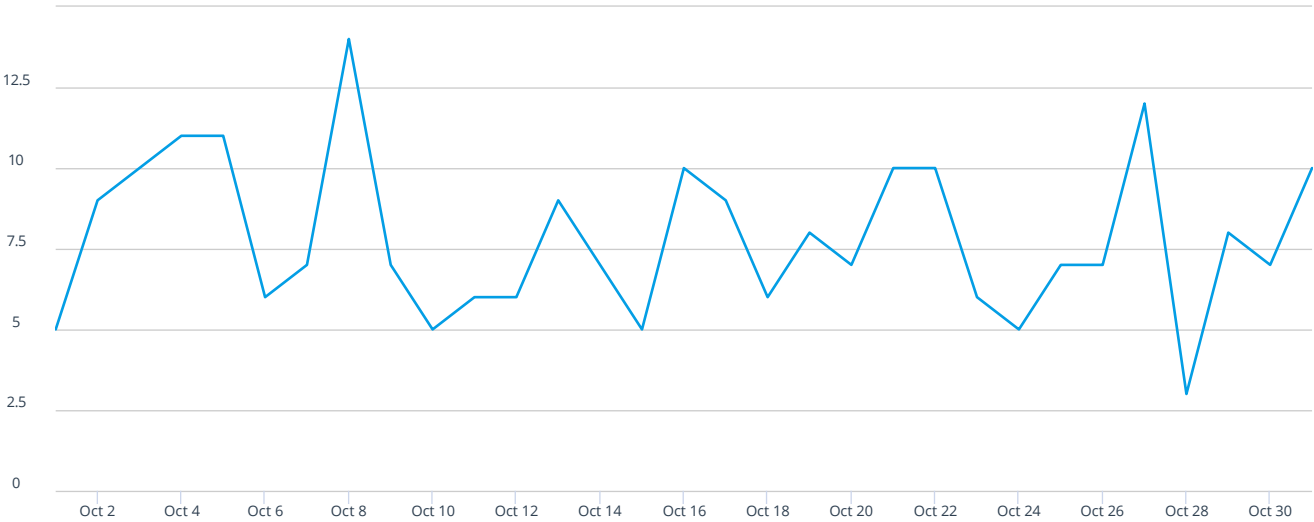
EMS
Percentage of Total Incidents

243

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
(11) Structure Fire				2	1									3
(31) Medical assist						1								1
(32) Emergency medical service (EMS) incident	5	60	37	53	46	14								215
(35) Extrication, rescue		1												1
(41) Combustible/f... spills & leaks		1		1		1								3
(44) Electrical wiring/equipm.. problem		1	1	1										3
(55) Public service assistance		2												2
(61) Dispatched and canceled en route		1	3	1										5
(70) False alarm and false call, other				2										2
(73) System or detector malfunction		1				1								2
(74) Unintentional system/detect... operation (no fire)		1	4		1									6
Total	5	68	45	60	48	17								243