

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 22, 2019
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 JANUARY 7, 2019:

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

None.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Proposed Special Assessment Project – Ryan Street. Authorize Resolution No. 2 setting a public hearing for Monday, February 4, 2019 for proposed Special Assessment District No. 2019-10 for Ryan Street from Chipman Street to Cedar Street for street resurfacing.
2. Property Lease – Tillable Acreage - Twenty One-Day Posting. Authorize twenty-one (21) day posting period for the lease of approximately 10 acres of city owned tillable land near Hopkins Lake to Shawnee Creek Farms for \$500.00 for the 2019 farming season.

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

Name	Board/Commission	Term Expires
Brent Mowinski	Downtown Loan Committee	06-30-2019
Nicholas Pidek	Downtown Loan Committee	06-30-2020
Craig Bishop	Downtown Loan Committee	06-30-2021

4. Memorial Healthcare Gala Permission. Approve request from Owosso Community Players for the closure of South Park Street from Comstock Street to Main Street on Saturday, February 2, 2019, and the first Saturday in February hereafter, from 5:00 p.m. until 11:00 p.m. for handicap and valet parking for the annual Memorial Healthcare Gala, waive the insurance requirement, and approve Traffic Control Order No. 1411 formalizing the request.
5. Contract Amendment - 2018 Street Program Engineering Services Contract. Approve Amendment No. 6 to the 2018 Street Program Engineering Services Contract with Fleis & Vandenbrink Engineering, Inc. adding \$20,400.00 for additional construction monitoring and administration services for wrap-up of the Hanover and Harding Street projects, and authorize payment to the contractor up to the contract amount, including Amendment Nos. 1-6.
6. Change Order – 2017 Street Resurfacing Program Contract. Authorize Change Order No. 3 to the 2017 Street Resurfacing Program Contract with Malley Construction, Inc. adding \$12,920.00 to the total contract amount to correct line item quantities and additions that were not correctly posted to reflect the additional work completed, and further authorize payment to the contractor.
7. Change Order – Survey & Identification of Lead and Galvanized Water Service Lines Contract. Authorize Change Order No. 1 to the contract with Greenscape General Contracting, LLC for the Survey & Identification of Lead and Galvanized Water Service Lines (part of the Pilot Drinking Water Grant project) increasing the amount by \$14,100.00 for additional site inspections required to complete the contract and further authorize payment to the contractor for the contract amount, including Change Order No. 1.
8. Change Orders – 2018 Street Resurfacing Program, Contract No. 1. Authorize Change Order Nos. 2 & 3 to 2018 Street Resurfacing Program, Contract No. 1 with Rhode Brothers Excavating, Inc. decreasing the amount of the contract by \$158,583.61 for reductions in the unit quantities used and penalties for exceeding completion deadlines.
9. Change Order – Gould House Ceiling Repair – Electrical Contract. Authorize Change Order No. 1 to the Gould House Ceiling Repair Project – Electrical Contract with Ludington Electric, Inc. increasing the amount of the contract by \$800.00 for revisions to the lighting system, and further authorize payment to the contractor up to the revised contract amount of \$3,612.00.
10. Change Order – Parking Ticket Management System Service Agreement. Authorize Change Order No. 1 to the Parking Ticket Management System Service Agreement with Complus Data Innovations, Inc. changing the terms of authorization from an annual allocation to a fee per ticket issued of \$2.41 and further authorize the accounts payable department to pay the vendor for actual quantities required.
11. Bid Rejection – Tree & Stump Removal Services Bid. Reject the bids received for the Tree & Stump Removal Services Bid as none of the responses were within budget parameters.
12. Bid Award – Lead & Galvanized Water Service Line Replacement Contract. Approve bid award to Green Tech Systems, LLC for the replacement of lead and galvanized water service lines in the amount of \$257,904.00, authorize a contingency amount of \$25,000, and further authorize payment to the contractor up to the contract amount plus the contingency (with prior written approval) upon satisfactory completion of the work or a portion thereof.

13. Bid Award – Sanitary & Storm Sewer Rehabilitation Contract. Approve bid award to Inland Waters Pollution Control, Inc. for the repair and rehabilitation of severely deteriorated sanitary sewer and storm sewer lines involved in the 2019 Street Resurfacing Program in the amount of 769,005.50, authorize a contingency amount of \$60,000.00, and further authorize payment to the contractor up to the contract amount plus the contingency (with prior written approval) upon satisfactory completion of the work or a portion thereof.

ITEMS OF BUSINESS

1. MDEQ Sewer Revolving Fund Project Application – Sanitary Sewer Retention Basin & Lift Station. Approve Addendum No. 10 to the Professional Engineering Services Contract with Orchard, Hiltz, & McCliment, Inc. for the development and submission of an MDEQ Sewer Revolving Fund Project Application for a sanitary sewer retention basin and lift station in the amount of \$30,000.00, and authorize payment up to the addendum amount upon satisfactory submission of deliverables.
2. MDEQ Sewer Revolving Fund Project Application – WWTP Process Equipment Upgrades. Approve Addendum No. 5 to the SAW Grant Preparation Contract with Capital Consultants, Inc. d/b/a c2ae for the development and submission of an MDEQ Sewer Revolving Fund Project Application for process equipment upgrades at the Waste Water Treatment Plant in the amount of \$70,000.00, and authorize payment up to the addendum amount upon satisfactory submission of deliverables.
3. Contract Extension – IT/Network Engineering Services. Authorize extension of the contract with Logicalis, Inc. for the provision of network administrator services for the 2019 calendar year in an amount not to exceed \$90,000.00, and further authorize payment to the vendor for services rendered up to the contract amount.
4. Contract Authorization - Firewall Upgrade. Waive competitive bidding requirements and approve contract with Logicalis, Inc. for hardware, software, and professional services required to update the City's IT firewall in the amount of \$13,765.83, and further approve payment upon satisfactory completion of the project or portion thereof.
5. Set Council Retreat. Consider scheduling a special Council meeting on Tuesday, January 29, 2019 at 5:30 p.m. in the Armory Conference Room for the purpose of conducting a goal setting session.

COMMUNICATIONS

1. N. Bradley Hissong, Building Official. December 2018 Building Department Report.
2. N. Bradley Hissong Building Official. December 2018 Code Violations Report.
3. N. Bradley Hissong Building Official. December 2018 Certificates Issued Report.
4. N. Bradley Hissong Building Official. December 2018 Inspections Report.
5. Kevin D. Lenkart, Public Safety Director. December 2018 Police Report.
6. Kevin D. Lenkart, Public Safety Director. December 2018 Fire Report.
7. Historical Commission. Minutes of December 10, 2018.
8. Shiawassee Firefighter Memorial Board. Minutes of December 15, 2018.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, February 04, 2019

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – term expires December 31, 2020
Historical Commission – 2 terms expire December 31, 2021
Parks & Recreation Commission – term expires June 30, 2019
Zoning Board of Appeals - Alternate – term expires June 30, 2021

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.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JANUARY 7, 2019
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: DEACON MICHAEL BASSETT
SAINT GEORGE ORTHODOX CHURCH, FLINT

PLEDGE OF ALLEGIANCE: COUNCILMEMBER JEROME C. HABER

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,
Councilmembers Janae L. Fear, Jerome C. Haber, and Nicholas L. Pidek.

ABSENT: Councilmembers Loreen F. Bailey and Daniel A. Law.

APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda with the following changes:

Remove Consent 1. Boards & Commissions Appointment.
Postpone Consent 3. Contract Extension – IT/Network Engineering Services until January 22, 2019.
Postpone Consent 4. Contract Authorization – Firewall Upgrade until January 22, 2019.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 17, 2018

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of December 17, 2018 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tim Stechschulte, property owner at 220 N. Howell Street, indicated his house has had a City tree leaning against it for three years. He said he had spoken to the DPW about the issue and was told that the tree was on the list to be cut but no work was taking place due to injury of the City Arborist. He asked when someone would be hired to do the work as he could not wait any longer.

County Commissioner Marlene Webster, District 1, reported the new Commission had just been sworn in and would be holding their first meetings next week. She said she was looking forward to working with everyone.

County Commissioner John Horvath, District 2, wished everyone a Happy New Year and thanked all the citizens that supported his run for Commissioner. He said he will be available to anyone that has questions or comments.

Pete Yerian, Osburn Lakes resident, reported that since he had last spoken to Council the Osburn Lakes HOA has officially dropped its pursuit of the homeowners that allowed their daughter's family to live with them while she sought treatment for cancer. He also reported that there are a group of homeowners that are seeking the recall of all of the current board members in an effort to elect a group that more closely represents the will of a majority of the homeowners.

Eddie Urban, 601 Glenwood Avenue, noted that work to repair his home had started.

Mayor Eveleth asked about the plan to deal with trees on the cut list. Utilities Director Glenn Chinavare indicated that he anticipates contracting for this work in the next couple of weeks.

Mayor Eveleth commented about the great New Year's Eve celebration held downtown recently. He thanked all those that worked to put the event together and said he hopes it continues well into the future.

Mayor Pro-Tem Osika said she was on the New Year's Eve event committee and they had worked hard over the course of the last several months to put on a great event.

CITY MANAGER REPORT

City Manager Nathan R. Henne briefly detailed the latest Project Status Report.

Councilmember Fear asked about the reduction in the water service line replacement grant. It was explained that the reduction was due to unanticipated interest in the grant program, the City had known about the reduction for quite some time, and modifications to the work planned for the project had already been accomplished.

CONSENT AGENDA

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

Boards and Commissions Appointment. (This item was removed from the agenda.)

Emergency Repair Authorization – Fire Department Tower 1.* Authorize payment to Front Line Services, Inc. for emergency repair and replacement of the cables and tracks on Fire Department Tower 1 in the amount of \$14,336.52 as follows:

RESOLUTION NO. 01-2019
AUTHORIZING PAYMENT TO
FRONT LINE SERVICES, INC.
FOR EMERGENCY REPAIR OF
OWOSSO FIRE DEPARTMENT TOWER 1

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a fire department vehicle, Tower 1, that required an emergency repair of the vehicle, and

WHEREAS, the City directed Front Line Services, Inc., to proceed and make the emergency repair, which subsequently totaled \$14,336.25, and

WHEREAS, the Public Safety Director has reviewed the detailed billing from Front Line Services, Inc. for the cost of the repair and recommends payment in the amount of \$14,336.52 for the work that was satisfactorily completed.

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 was necessary and in the public interest to contract with Front Line Services, Inc. for the emergency repair of Owosso Fire Department Tower 1.

SECOND: The accounts payable department is authorized to submit payment to Front Line Services, Inc. in the amount up to \$14,336.52 as authorized by Council this 7th day of January, 2019.

THIRD: The above expenses shall be paid from the Fire Department vehicle repair fund.

Contract Extension – IT/Network Engineering Services. (This item was postponed until the meeting of January 22, 2019.)

Contract Authorization - Firewall Upgrade. (This item was postponed until the meeting of January 22, 2019.)

Contract Amendment - 2018 Street Program Engineering Services.* Approve Amendment No. 5 to the 2018 Street Program Engineering Services contract with Fleis &Vandenbrink, Inc. to add field work oversight and construction administration services related to the 2019 Street Program to the contract in an amount not to exceed \$137,500.00 and authorize payment up to the contract amount including Amendment Nos 1-5, as terms of the contract are fulfilled as follows:

RESOLUTION NO. 02-2019

AUTHORIZING AMENDMENT NO. 5 TO ADDENDUM NO. 4, STREET PROGRAM ENGINEERING SERVICES CONTRACT WITH FLEIS & VANDENBRINK ENGINEERING, INC. FOR ENGINEERING SERVICES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with Fleis & Vandenbrink Engineering Inc. on July 3, 2017 for Engineering Survey and Design Services for the 2018 Street Program in the amount of \$251,000.00; and

WHEREAS, City Council approved Amendments No 1 thru 4 totaling \$51,335.00 to the Contract with Fleis & Vandenbrink Engineering, Inc. for additional engineering services and making the current Contract amount \$302,335.00; and

WHEREAS, the city requests additional services of the consultant in the amount of \$137,500.00 to provide construction engineering and administration services for the City's 2019 Street Resurfacing Program, that are beyond the original contractual scope of services; and

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

- FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fleis & Vandenbrink Engineering Inc. for a cost to the city of Owosso of \$137,500.00 as outlined within its proposal.
- SECOND: The mayor and city clerk are requested and authorized to sign Contract Amendment No. 5 to Addendum No. 4 to the Contract between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amended amount of \$439,835.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds.

Purchase Authorization – Salt Trucks. Waive competitive bidding requirements, authorize the purchase of 2 Freightliner single axle cab and chassis from D. & K. Truck Company in the amount of \$156,112.00 via State of Michigan Contract No. 071B6600119; authorize the purchase and installation of 2 underbody scrapers, the rebuild and mount of 2 existing salt boxes, and the purchase and installation of necessary hydraulic systems, controls and lighting from Truck & Trailer Specialties, Inc. in the amount of \$79,952.00 via State of Michigan Contract No. 071 B5500010, authorize a contingency of \$11,000.00 for delivery costs and unplanned expenses, and further authorize payment to the vendors upon satisfactory delivery of said equipment as detailed below:

RESOLUTION NO. 03-2019

AUTHORIZING PURCHASE OF TWO FREIGHTLINER CAB & CHASSIS AND RELATED STREET MAINTENANCE EQUIPMENT FOR FLEET MOTOR POOL EQUIPMENT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the replacement of two heavy duty work trucks used for the maintenance of streets and grounds, and

WHEREAS, the cab and chassis of two existing salt trucks, Nos. 426 & 427, have expended their useful life and are too costly to continue maintaining, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment available on the State of Michigan MiDeal Contract and recommends authorizing a purchase agreement between the city of Owosso and D. & K. Truck Company for the purchase of two (2) Freightliner single-axle truck cab and chassis units per the terms of said contract, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has further reviewed the replacement equipment available on the State of Michigan MiDeal Contract and recommends authorizing a purchase agreement between the city of Owosso and Truck & Trailer Specialties, Inc. for the purchase and/or installation of salt boxes, hydraulics, controls, and underbody scrapers for the two Freightliner cab and chassis trucks purchased from D. & K. Truck Company.

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 D. & K. Truck Company of Lansing, Michigan for the

purchase of two (2) Freightliner single axle truck cab and chassis units per the terms of State of Michigan Contract Number: 071B6600119, for use in the Fleet Motor Pool, in the amount of \$156,112.00.

SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Truck & Trailer Specialties, Inc. of Dutton, Michigan for the rebuilding and mounting of two salt boxes, the purchase and installation of two underbody scrapers, the purchase and installation of two sets of controls, hydraulics and lighting assemblies per the terms of State of Michigan Contract Number: 071B5500010, for use in the Fleet Motor Pool, in the amount of \$79,952.00.

THIRD: The accounts payable department is authorized to submit payment to D. & K. Truck Company in the amount of \$156,112.00, and Truck & Trailer Specialties, Inc. in the amount of \$79,952.00, plus contingency funds in the amount of \$11,000.00 for unplanned configuration modifications and delivery charges, for a total of \$247,064.00.

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

Check Register – December 2018.* Affirm check disbursements totaling \$520,351.81 for December 2018.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmembers Bailey and Law.

ITEMS OF BUSINESS

EASEMENT ACCEPTANCE – STORM SEWER EASEMENTS – MINER RIVERWALK*

Motion by Mayor Pro-Tem Osika to accept two permanent easements from Owosso Public Schools for the purpose of constructing and maintaining a public storm sewer near the trailhead of the James A. Miner River Walkway/Bikeway on Williams Street in the amount of \$1.00 each as detailed below:

RESOLUTION NO. 04-2019

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH OWOSSO PUBLIC SCHOOLS FOR A PERMANENT EASEMENT ALONG 405 WEST WILLIAMS STREET AND A PERMANENT EASEMENT ALONG 219 N. WATER STREET

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to replace the storm sewer located under properties owned by the Owosso Public Schools; and

WHEREAS, replacement of the storm sewer will require permanent easements from the property owner; and

WHEREAS, Owosso Public Schools, property owner, is willing to grant said permanent easements to the City of Owosso for the sum of two dollars (\$2.00).

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 agree to the terms set forth in the attached permanent easement documents between the City of Owosso, Michigan and Owosso Public Schools, 645 Alger Street, Owosso, Michigan.

SECOND: The City Clerk is instructed and authorized to file said easement documents with the Shiawassee County Register of Deeds.

THIRD: The accounts payable department is authorized to pay Owosso Public Schools for necessary expenses as set forth in the permanent easement documents.

FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmembers Bailey and Law.

AMENDMENT NO. 2 - CALEDONIA CHARTER TOWNSHIP WATER DISTRICT AGREEMENT*

Motion by Councilmember Pidek to approve Amendment No. 2 to the Water District Agreement with Caledonia Charter Township to include language necessary for Caledonia Charter Township to secure loan financing from the United States Department of Agriculture as shown below:

RESOLUTION NO. 05-2019

AUTHORIZATION FOR AMENDMENT NO. 2 TO THE WATER DISTRICT AGREEMENT DATED JULY 1, 2006 BETWEEN THE CITY OF OWOSSO AND CALEDONIA CHARTER TOWNSHIP

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Caledonia Charter Township on July 1, 2006 to provide water supply and related maintenance services to Caledonia Charter Township, Shiawassee County for 20 years; and

WHEREAS, Caledonia Charter Township requested and was granted, as Amendment No.1 dated September 17, 2018, an extension this Agreement for a period of 40 years to comply with United States Department of Agriculture (USDA) regulations that were required in order to secure loan financing for water distribution system infrastructure improvements within the Caledonia Charter Township, Shiawassee County, Middletown area; and

WHEREAS, Caledonia Charter Township requests additional language changes to paragraph No. 4 of the Water District Agreement in order for them to secure loan financing from the United States

Department of Agriculture (USDA) for the water distribution system infrastructure improvements noted above.

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 Water District Agreement with Caledonia Charter Township, as Amendment No. 2 to the July 1, 2006 Agreement, to facilitate loan financing for water distribution system infrastructure improvements within the Middletown area.

SECOND: Amendment No. 2 shall add language to paragraph No.4 of the Water District Agreement between the city of Owosso and Caledonia Charter Township to state:

4. City, to the best of its ability, shall deliver water to customers within the districts at such rates of flow as may be required to meet ordinary needs, and as may be required to meet peak hour demand to the same extent that peak hour demand is met within the boundaries of the City. ***In the event of any water shortages to the system encountered for any reason the water supply will be shared proportionately between Owosso, Corunna, Charter Township of Caledonia and any other users provided service from this source.***

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmembers Bailey and Law.

COMMUNICATIONS

Scott J. Gould, City Attorney. Memo regarding Developer's participation in Osburn Lakes HOA vote.
Cheryl A. Grice, Finance Director. Revenue & Expenditure Report – November 2018.
Historical Commission. Minutes of December 10, 2018.
Parks & Recreation Commission. Minutes of November 28, 2018.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Mayor Eveleth announced that he will not be present for the next meeting as he will be out of state.

NEXT MEETING

Tuesday, January 22, 2019

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – term expires December 31, 2020
Historical Commission – term expires December 31, 2021
Parks & Recreation Commission – term expires June 30, 2019
Zoning Board of Appeals - Alternate – term expires June 30, 2021

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:00 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

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



MEMORANDUM

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

DATE: January 16, 2019

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Ryan Street Reconstruction – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **Ryan Street, from Chipman Street to Cedar Street**, is proposed by the city for street reconstruction. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **August 6, 2018** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. City Council is asked to act upon Resolution No. 2 on **January 22, 2019** for the proposed improvement, setting a public hearing for Monday, **February 4, 2019**.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district, setting the hearing of necessity for Monday, **February 4, 2019**:

Ryan Street, a Public Street, from Chipman Street eastward to Cedar Street

RESOLUTION NO.

**RYAN STREET
FROM CHIPMAN STREET TO CEDAR STREET
SPECIAL ASSESSMENT RESOLUTION NO. 2**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**RYAN STREET, A PUBLIC STREET, FROM CHIPMAN STREET TO CEDAR STREET;
STREET RECONSTRUCTION**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$530,810.40 and determines that \$107,385.96 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$423,424.44 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, February 4, 2019 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement:

**Ryan Street, a Public Street, from Chipman Street to Cedar Street
Street Reconstruction**

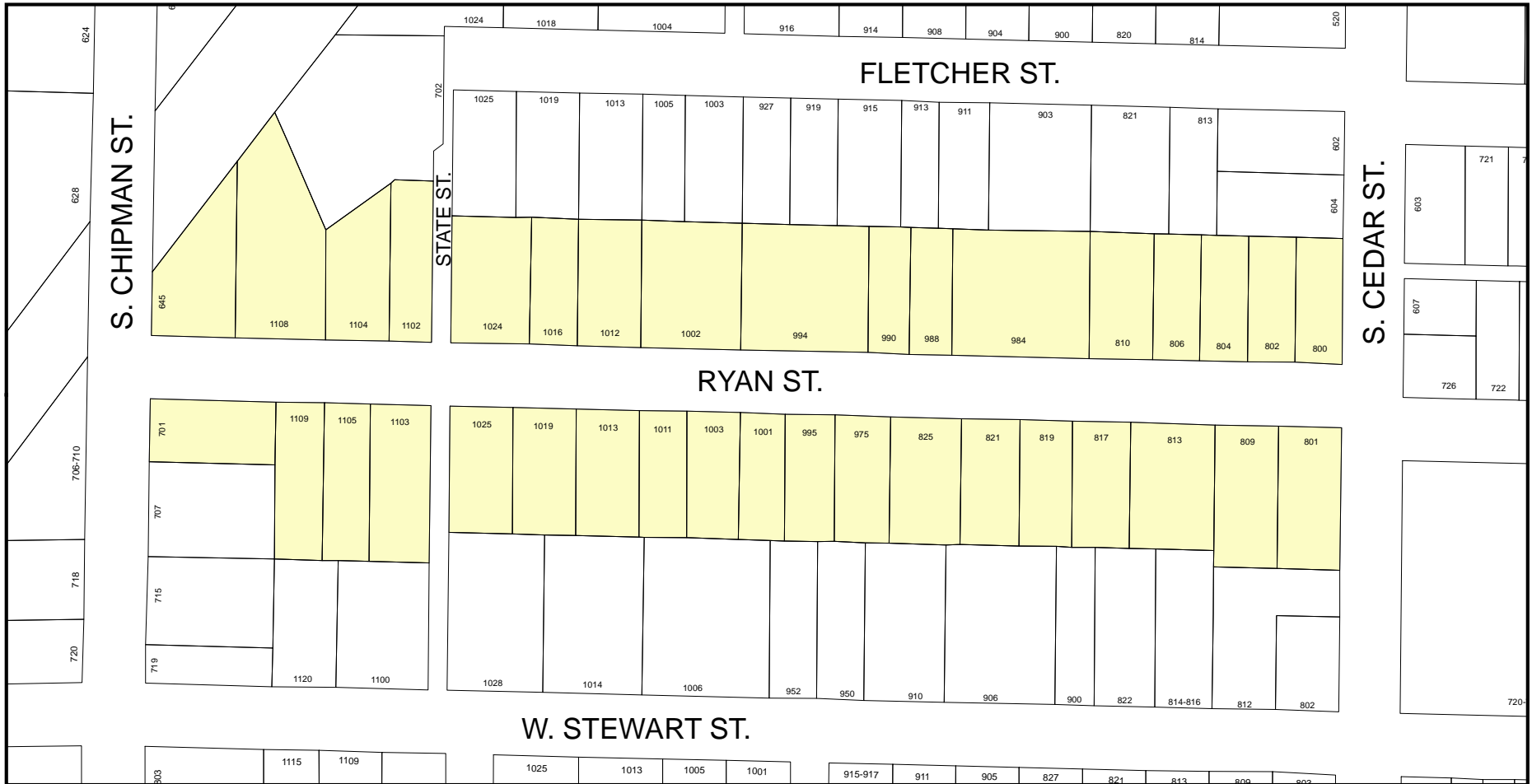
The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, February 4, 2019 for the purpose of hearing any person to be affected by the proposed public improvement.

City of Owosso

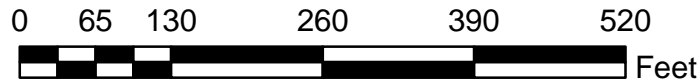
Proposed Special Assessment



Ryan Street from S. Chipman St. to S. Cedar St.

Legend

- City Parcels 2018 Edition
- Special Assessment Parcels
- 1501 Street Address Number



1 inch = 165 feet



22-Jan-19

RYAN STREET ENGINEER'S ESTIMATE- Resolution #2

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
MOBILIZATION, MAX_____	LSUM	1.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 12,600.00	\$ 8,400.00	\$ 8,400.00
DR STRUCTURE, REM	EA	11.00	\$ 350.00	\$ 3,850.00				
SEWER, REM, LESS THAN 24 INCH	LFT	677.00	\$ 10.00	\$ 6,770.00				
FLOWABLE FILL, 8 INCH	LFT	716.00	\$ 5.00	\$ 3,580.00				
CURB AND GUTTER, REM	LFT	2633.00	\$ 7.00	\$ 18,431.00	\$ 6,082.23	\$ 3,649.34	\$ 2,432.89	\$ 2,432.89
PAVT, REM	SYD	352.00	\$ 8.00	\$ 2,816.00	\$ 2,816.00	\$ 1,689.60	\$ 1,126.40	\$ 1,126.40
SIDEWALK, REM	SYD	63.00	\$ 8.00	\$ 504.00				
SUBGRADE UNDERCUTTING, TYPE II	CYD	50.00	\$ 25.00	\$ 1,250.00				
EXCAVATION, EARTH	CYD	1713.00	\$ 8.00	\$ 13,704.00				
EMBANKMENT, CIP	CYD	209.00	\$ 10.00	\$ 2,090.00				
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	14.00	\$ 100.00	\$ 1,400.00	\$ 1,400.00	\$ 840.00	\$ 560.00	\$ 560.00
MAINTENANCE GRAVEL	TON	20.00	\$ 25.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
DR STRUCTURE COVER, TEMP LOWERING	EA	6.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
HMA SURFACE, REM	SYD	4574.00	\$ 3.00	\$ 13,722.00	\$ 6,861.00	\$ 4,116.60	\$ 2,744.40	\$ 2,744.40
AGGREGATE BASE, 8 INCH, MOD	SYD	3905.00	\$ 12.00	\$ 46,860.00				
GEOTEXTILE SEPARATOR	SYD	3905.00	\$ 2.00	\$ 7,810.00				
SEWER TAP, 12 INCH	EA	2.00	\$ 200.00	\$ 400.00				
SEWER TAP, 24 INCH	EA	1.00	\$ 300.00	\$ 300.00				
SEWER, SDR-26, 10 INCH, TRENCH DET B-MOD	LFT	214.00	\$ 45.00	\$ 9,630.00				
SEWER, SDR-26, 12 INCH, TRENCH DET B-MOD	LFT	355.00	\$ 50.00	\$ 17,750.00				
SEWER, SDR-26, 24 INCH, TRENCH DET B-MOD	LFT	362.00	\$ 80.00	\$ 28,960.00				
DR STRUCTURE COVER, ADJ, CASE 1	EA	6.00	\$ 475.00	\$ 2,850.00	\$ 2,850.00	\$ 1,710.00	\$ 1,140.00	\$ 1,140.00
DR STRUCTURE COVER, EJ 1060	EA	6.00	\$ 600.00	\$ 3,600.00	\$ 3,600.00	\$ 2,160.00	\$ 1,440.00	\$ 1,440.00
DR STRUCTURE COVER, EJ 1120 W/ GASKET SEAL	EA	5.00	\$ 650.00	\$ 3,250.00	\$ 3,250.00	\$ 1,950.00	\$ 1,300.00	\$ 1,300.00
DR STRUCTURE COVER, EJ 7000	EA	12.00	\$ 700.00	\$ 8,400.00	\$ 8,400.00	\$ 5,040.00	\$ 3,360.00	\$ 3,360.00
DR STRUCTURE, 36 INCH DIA. MOD	EA	12.00	\$ 1,400.00	\$ 16,800.00				
DR STRUCTURE, 48 INCH DIA. MOD	EA	6.00	\$ 1,800.00	\$ 10,800.00				
HMA, 2C@3.0"	TON	644.00	\$ 75.00	\$ 48,300.00	\$ 48,300.00	\$ 28,980.00	\$ 16,093.56	\$ 19,320.00
HMA, 5E3@ 1.5"	TON	322.00	\$ 85.00	\$ 27,370.00	\$ 27,370.00	\$ 16,422.00	\$ 10,948.00	\$ 10,948.00
DRIVEWAY, NONREINF CONC, 6 INCH	SYD	664.00	\$ 45.00	\$ 29,880.00	\$ 29,880.00	\$ 17,928.00	\$ 11,952.00	\$ 11,952.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
DRIVEWAY OPENING, CONC, DET M	LFT	45.00	\$ 15.00	\$ 675.00				
CURB AND GUTTER, CONC, DET F4	LFT	2633.00	\$ 20.00	\$ 52,660.00	\$ 52,660.00	\$ 31,596.00	\$ 21,064.00	\$ 21,064.00
DETECTABLE WARNING SURFACE	LFT	30.00	\$ 35.00	\$ 1,050.00				
SIDEWALK RAMP, CONC, 4 INCH	SFT	515.00	\$ 5.00	\$ 2,575.00				
MINOR TRAF DEVICES	LSUM	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN & OPER	EA	4.00	\$ 100.00	\$ 400.00				
PEDESTRIAN TYPE II BARRICADE, TEMP	EA	4.00	\$ 150.00	\$ 600.00				
PLASTIC DRUM, HIGH INTENSITY, FURN & OPER	EA	50.00	\$ 20.00	\$ 1,000.00				
SIGN, TYPE B, TEMP, PRISMATIC, FURN & OPER	SFT	174.00	\$ 5.00	\$ 870.00				
TURF ESTABLISHMENT, PERFORMANCE	SYD	2487.00	\$ 5.00	\$ 12,435.00				
VALVE BOX, ADJ	EA	5.00	\$ 200.00	\$ 1,000.00				
MISCELLANEOUS WORK ITEMS	LSUM	1.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
SUB TOTALS				\$ 442,342.00	\$ 231,469.23	\$ 138,881.54	\$ 89,361.25	\$ 92,587.69
ENGINEERING AT 15% ASSESSABLE COST				\$ 66,351.30	\$ 34,720.38	\$ 20,832.23	\$ 13,404.19	\$ 13,888.15
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 22,117.10	\$ 11,573.46	\$ 6,944.08	\$ 4,468.06	\$ 4,629.38
GRAND TOTALS				\$ 530,810.40	\$ 277,763.08	\$ 166,657.85	\$ 107,233.50	\$ 111,105.23

RYAN STREET - Estimated Assessment Calculations

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$277,763.08
TOTAL ASSESSABLE FRONT FEET RESIDENTIAL	2248.26
TOTAL ASSESSABLE FRONT FEET COMMERCIAL	99.00
TOTAL ASSESSABLE FRONT FEET	2347.26

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ELIGIBLE PER TYPE	\$277,763.08	\$277,763.08	
CITY SHARE $\geq 60\%$	\$170,529.58	\$166,657.85	
PROPERTY SHARE @ $\leq 40\%$	\$107,233.50	\$111,105.23	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/TOTAL FRONT FEET	\$45.68	\$47.33	
TOTAL FRONT FEET PER TYPE	2248.26	99.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$102,710.72	\$4,686.08	\$107,396.80

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

NORTH SIDE	\$53,925.47
SOUTH SIDE	\$53,460.49
TOTAL SPECIAL ASSESSMENT	<u>\$107,385.96</u>

SPECIAL ASSESSMENT ROLL

RYAN ST FROM CHIPMAN TO CEDAR

ESTIMATED SPECIAL ASSESSMENT ROLL

NORTH

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
645	S CHIPMAN	MADRIGAL, ELAINE M	113-006-001	78	0.75	58.50	\$45.68	\$2,672.28	R1
1108	RYAN	TISHER, STEVEN R	113-006-005	95.08	1	95.08	\$45.68	\$4,343.25	R1
1104	RYAN	DAWES, JOSEPH M; SEMKE, JESSICA K	113-006-002	66	1	66.00	\$45.68	\$3,014.88	R1
1102	RYAN	ROOT, SAMUEL S & LARINDA S	113-006-003	44	1	44.00	\$45.68	\$2,009.92	R1
1024	RYAN	PIERCE, CLAUDE J	113-002-017	82	1	82.00	\$45.68	\$3,745.76	R1
1016	RYAN	REIDSEMA, BRIAN D & CYNTHIA J	113-002-018	50	1	50.00	\$45.68	\$2,284.00	R1
1012	RYAN	SUGGS, BRIAN S & LYNETTE J	113-002-019	66	1	66.00	\$45.68	\$3,014.88	R1
1002	RYAN	THOMPSON, DORIS E	113-002-020	104.3	1	104.30	\$45.68	\$4,764.42	R1
994	RYAN	ALBRING, BRANDIE	113-002-021	132	1	132.00	\$45.68	\$6,029.76	R1
990	RYAN	ALBRANT, JOHANNA G; WALTON, MELISSA	113-002-022	44	1	44.00	\$45.68	\$2,009.92	R1
988	RYAN	LANE, LILA L	113-002-023	44	1	44.00	\$45.68	\$2,009.92	R1
984	RYAN	FERRIS, CAROL A; DURFEE, LINDA L	113-002-024	143	1	143.00	\$45.68	\$6,532.24	R1
810	RYAN	STOUT, JENNIFER M	113-002-026	66	1	66.00	\$45.68	\$3,014.88	R1
806	RYAN	MACKENZIE, MICHAEL & AMANDA	113-002-027	49.5	1	49.50	\$45.68	\$2,261.16	R1
804	RYAN	FRANTZ, LORI A	113-002-028	49.5	1	49.50	\$45.68	\$2,261.16	R1
802	RYAN	KLCO, JOSPH JR & MARY ELLE	113-002-029	49.5	1	49.50	\$45.68	\$2,261.16	R1
800	RYAN	DANIELS, JEFFERY	113-002-030	49.5	0.75	37.13	\$45.68	\$1,695.87	R1
				1212.38		1180.51		\$53,925.47	

SOUTH

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
701	S CHIPMAN	KEYES, SHERYL L & DAVID A	113-007-001	132	0.75	99.00	\$47.33	\$4,685.67	B1
1109	RYAN	CARPENTER, SEAN	113-007-007	50.25	1	50.25	\$45.68	\$2,295.42	R1
1105	RYAN	SCOTT, MATTHEW C	113-007-008	47.75	1	47.75	\$45.68	\$2,181.22	R1
1103	RYAN	BURL, PHILLIP E & MARIE E	113-007-009	57	1	57.00	\$45.68	\$2,603.76	R1
1025	RYAN	CALLARD, WILLIAM R & LOIS C	113-001-014	66	1	66.00	\$45.68	\$3,014.88	R1
1019	RYAN	HOLLEY, SANDRA K	113-001-013	66	1	66.00	\$45.68	\$3,014.88	R1
1013	RYAN	PARDY, THERESA	113-001-012	66	1	66.00	\$45.68	\$3,014.88	R1
1011	RYAN	KINGSLEY, ANNIE L; MILLER-ALLEY, PAULA A	113-001-011	49.5	1	49.50	\$45.68	\$2,261.16	R1
1003	RYAN	SIMMINGTON LLC	113-001-010	54.75	1	54.75	\$45.68	\$2,500.98	R1
1001	RYAN	BRONSON, DONALD R	113-001-009	47	1	47.00	\$45.68	\$2,146.96	R1
995	RYAN	CALDER, DIANE TRUST	113-001-007	52	1	52.00	\$45.68	\$2,375.36	R1
975	RYAN	CALDER, DONALD R & DIANE M	113-001-008	58	1	58.00	\$45.68	\$2,649.44	R1
825	RYAN	CALLARD, TINA	113-001-006	74	1	74.00	\$45.68	\$3,380.32	R1
821	RYAN	WOOD, GARY & JUNE ET AL	113-001-005	61	1	61.00	\$45.68	\$2,786.48	R1
819	RYAN	SLAMA, DANIEL R & DANIELLE	113-001-004	55	1	55.00	\$45.68	\$2,512.40	R1
817	RYAN	SCOTT, AMANDA N	113-001-003	60	1	60.00	\$45.68	\$2,740.80	R1
813	RYAN	DCT INVESTMENTS LLC	113-001-002	88	1	88.00	\$45.68	\$4,019.84	R1
809	RYAN	BUBLITZ, TRACY	113-001-028	66	1	66.00	\$45.68	\$3,014.88	R1
801	RYAN	HORN, HOWARD J & MARY ANN	113-001-029	66	0.75	49.50	\$45.68	\$2,261.16	R1
				1216.25		1166.75		\$53,460.49	

TOTAL ASSESSABLE FRONT FOOTAGE

2347.26

RYAN STREET ANALYSIS

Following are some important features of the existing Ryan Street:

- Street is classified as a local street.
- Street is included within current five-year street program plan.
- Daily traffic volume is about 500 vehicles suggesting it mostly services the street's residents.
- Street width is 32' edge-to-edge plus curb and gutter both sides of street.
- Parallel parking is allowed on both sides of street. Street parking is for short-term use and prohibited for overnight use per city ordinance.
- Every household along the street has ample off-street parking area. The street parking is for sporadic overflow use.
- Storm sewer is poor and undersized at east end. New storm sewer is recommended.
- Street condition rating is poor. Curb and gutter is poor. Recommended fix is reconstruction.

Whenever we are at the point of reconstructing a street, we should design the street in accordance with our Complete Streets policy (attached). The Complete Streets concept came about from numerous studies and opinions of urban planners that suggest oversized streets (width) create an unhealthy environment to the neighborhood. They hypothesize that wider low volume streets promote speeding and unsafe conditions for residents, especially pedestrians. Complete Streets requires us to evaluate and blend the proposed street to the surrounding neighborhood.

For Ryan Street, a proposed 26'-wide street is recommended. The proposed road will yet allow sufficient space for coexistence of a parked vehicle and two travel lanes. One parking lane (recommend south side but can be changed to north side) will satisfy street parking needs for the neighborhood. Residents will benefit from the added green space in place of pavement. Safety enhancements of a narrowed street will be realized. The City will realize some benefits with a 26'-wide Ryan Street; a road that better fits with its Complete Streets policy; enhancing quality to the neighborhood, preserving landscape features (trees) that otherwise may be injured by the street work, and overall maintenance cost. Difference in construction cost between a 26'-wide and 32' wide Ryan Street is about \$50,000.00. Should City Council decide on a 32'-wide street with parking on both sides, then that additional cost should be considered a luxury and question then is whether it should be assessed at 100% towards the property owner.

RESOLUTION NO. 99-2011

**SUPPORTING THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
COMPLETE STREETS INITIATIVE
AS OUTLINED IN PUBLIC ACT 134, AND PUBLIC ACT 135, OF 2010**

WHEREAS, complete streets mean roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods, whether by car, truck, transit, assistive device, foot, or bicycle;

WHEREAS, a complete streets policy means a document that provides guidance for the planning, design, and construction of roadways or an interconnected network of transportation facilities being constructed or reconstructed and designated for a transportation purpose that promotes complete streets and meets all of the following requirements:

- (i) is sensitive to the needs of the city of Owosso;
- (ii) considers the functional class of the roadway and project costs and allows for appropriate exemptions;
- (iii) considers the varying mobility needs of all legal users of the roadway, of all ages and abilities;

WHEREAS, increasing walking and bicycling offers improved health benefits for the population and makes Owosso a more livable community;

WHEREAS, the Michigan legislature has passed complete streets legislation that requires the Michigan Department of Transportation and local governments to consider all users in transportation-related projects;

WHEREAS, complete streets support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation, and retail destinations by improving pedestrian and vehicular environments throughout communities;

WHEREAS, complete streets enhance safe walking and bicycling options for school-age children, in recognition of the national Safe Routes to Schools program; and

WHEREAS, the city of Owosso recognizes the importance of street infrastructure and modifications such as sidewalks, crosswalks, shared-use paths, bicycle lanes, signage, and accessible curb ramps that enable safe, convenient, and comfortable travel for all users;

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

FIRST: to the extent feasible, the city of Owosso will incorporate complete streets design considerations and practices as a routine part of infrastructure planning and implementation.

SECOND: the city of Owosso supports the continued development of Owosso's master plan, parks and recreation plan, and capital improvements plan and program that support ease of use, safety, and accessibility for all users within the city of Owosso.

I hereby certify that the foregoing document is a true and correct copy of a resolution adopted by the Owosso City Council at the regular meeting of June 6, 2011 and which has not been rescinded or modified in any way whatsoever and is at present in full force and effect.


Amy K. Kirkland, City Clerk





Image capture: Aug 2014 © 2019 Google



MEMORANDUM

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

DATE: January 21, 2019

TO: City Council

FROM: Nathan Henne, City Manager

SUBJECT: AUTHORIZING A 21-DAY POSTING PERIOD FOR A CROP FARMING CASH RENT AGREEMENT WITH MATT DUTCHER AND KEVIN DUTCHER D/B/A SHAWNEE CREEK FARMS

RECOMMENDATION:

Approve a resolution authorizing a 21-day posting period for an agreement to rent approximately 10 acres of farm land on a cash rent basis to Matt and Kevin Dutcher for \$500.00 per year. The agreement is a one-year term.

BACKGROUND:

The city has a small tract of farmable land south of the city that has been leased on a cash rent basis to Matt Dutcher and Kevin Dutcher for several years. The land is landlocked with access across farmland that the Dutchers also farm.

FISCAL IMPACTS:

The cash rent generates \$500 for 2019.

RESOLUTION NO.

**AUTHORIZING 21-DAY POSTING FOR
A CROP FARMING CASH RENT AGREEMENT
WITH MATT DUTCHER AND KEVIN DUTCHER D/B/A SHAWNEE CREEK FARMS**

WHEREAS, the city of Owosso, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Owosso City Charter adopted April 6, 1964, as amended ("Charter"); and

WHEREAS, the city owns certain tillable acreage near Hopkins Lake that would be suitable for farming; and

WHEREAS, the city is not currently utilizing the land and desires to lease the land for farming purposes; and

WHEREAS, Matt and Kevin Dutcher, doing-business-as Shawnee Creek Farms, have expressed an interest in leasing the land for a one-year period; and

WHEREAS, Charter Section 14.3 (b)(2) provides for a twenty one day posting period to allow public inspection of the proposed lease.

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 as owner of property that is suitable for farming that a cash rent agreement has been proposed for such land be leased to Matt Dutcher and Kevin Dutcher d/b/a Shawnee Creek Farms which farms adjacent land.
- SECOND: the city council approves the posting of said agreement for a period of at least 21-days to allow for public inspection.

SHAWNEE CREEK FARMS LLC. CASH RENT AGREEMENT

5307 S. Morrice Rd.
Owosso MI. 48867

Matt Dutcher (989)666-1495
Kevin Dutcher (989)666-1496

I, CITY OF OWOSSO, am renting my farm, number
7015, located in section 25, of OWOSSO
township in Shiawassee county MI. on a cash basis to Shawnee creek farms LLC.
for the crop years of 2019

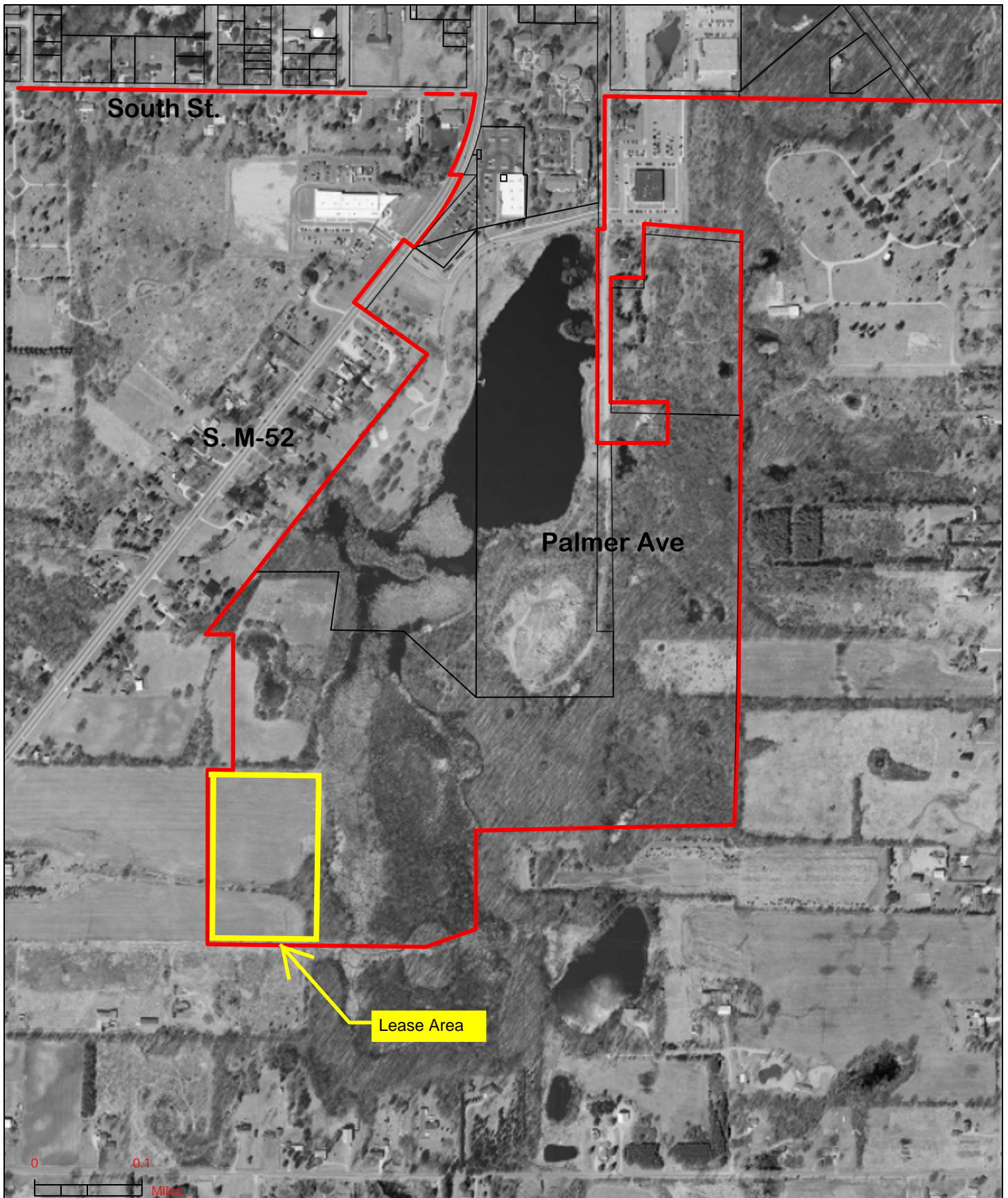
Matt Dutcher
S.C.F. Manager Date
MATT DUTCHER

CITY OF OWOSSO
Owner Signature Date
Name of Owner
38-6004773
S. S. #
301 W MAIN
OWOSSO
Owner address

Shawnee Creek Farms LLC. agrees to rent ALL TILLABLE acres on A cash
rent basis. Agreeing to pay a total of \$ 500
December 31 of each year rented

NuTech
Seed
TO CONTINUE
OUR RELATIONSHIP
SIGN AND RETURN
PINK AND YELLOW COPIES
QUESTIONS

OWOSSO





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

MEMORANDUM

DATE: January 15, 2019
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order #1411

Mike Ash, Owosso Community Players President, is requesting the following street closure for the Annual Memorial Hospital Gala:

Requested closure:

Park Street between W. Main Street and Comstock Street
(closure to allow additional handicap and valet parking)

Requested date/time:

February 2, 2019 from 5:00 pm to 11:00 pm

ANNUAL EVENT – 1st Saturday in February

The Public Safety Department has issued Traffic Control Order No# 1411 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the request, waiver of the insurance requirement, and authorization of a traffic control order formalizing the action. Staff further recommends this traffic control order become a standing order for the first Saturday in February going forward (until such time as Memorial Healthcare's new facility is completed).

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1411

1/15/19

1:30 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street closing

LOCATION OF CONTROL

Park Street between W. Main Street and Comstock Street

DATE:

February 2, 2019

5:00 pm to 11:00 pm

EVENT:

Memorial Hospital Annual Gala

Lebowsky Theatre

ANNUAL EVENT – held the 1st Saturday in February,
from 5:00 pm – 11:00 pm

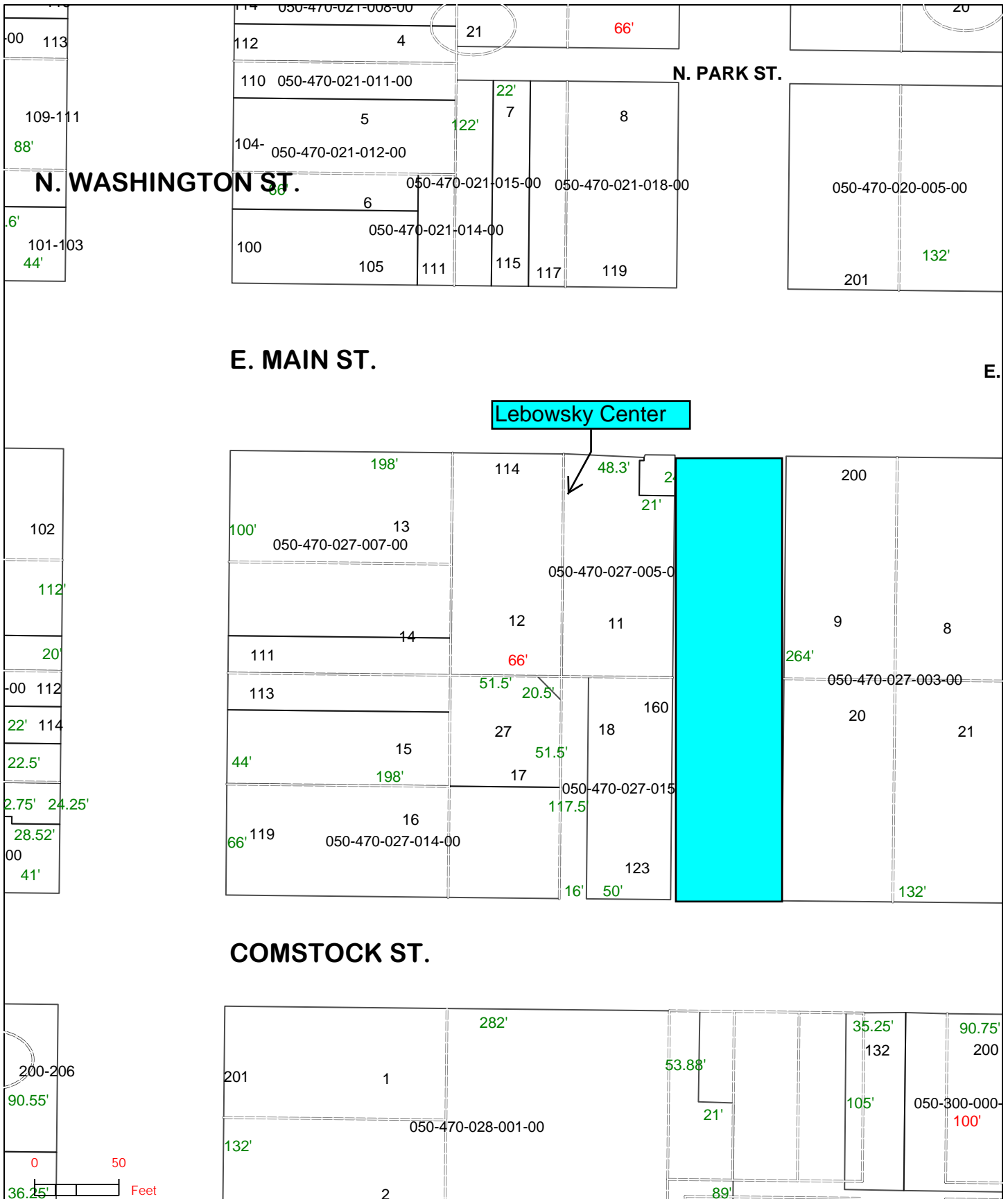
APPROVED BY COUNCIL

_____, 20 ____

REMARKS

This will be an annual event going forward (until such time as Memorial Healthcare completes its new facility)

OWOSSO





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

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

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

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

Name of individual or group: Owosso Community Players

Primary Contact Person

Name: Mike Ash

Title: President OCP

Address: _____

Phone: _____

Requested Date(s): Feb 2, 2019 Requested Hours: 5:00 pm to 11:00 pm

Area Requested (Parking Lot - Parade Route): Close Park street between W. Main St and Comstock St.

Detailed description of the use for which the request is made: Memorial Hospital annual Gala being held at Lebowsky Theatre. Street closed to allow additional handicap parking and valet parking

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐

Date: _____

Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



MEMORANDUM

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

DATE: January 14, 2019

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No. 6 – Fleis & Vandenbrink Contract for 2018 Street Rehabilitation Program

RECOMMENDATION

Approval of Change Order No. 6 to the contract with Fleis & Vandenbrink Engineering, Incorporated for additional engineering design services in the amount of \$20,400.00.

BACKGROUND

On July 3, 2017, City Council awarded a contract to Fleis & Vandenbrink Engineering, Inc., on the basis of Qualified Base Selection, in the amount of \$251,000.00 for professional engineering services for the 2018 Street Program. Additional amendments No.1 thru 5 approved by City Council totaled \$188,835.00, thereby increasing the current Contract amount to \$439,835.00.

City staff has since requested additional engineering services from the consultant. Specifically; to provide full construction monitoring and administration services for wrap-up of the 2018 Hanover and Harding Street projects, from October 11, 2018 through November 7, 2018. The contractor completion date had expired for completing construction activities, as did the approved hours for Fleis & Vendenbrink Engineering to provide construction oversight.

Fleis & Vandenbrink Engineering, Inc. submitted a proposal to perform the requested additional construction engineering and administration services at a cost of \$20,400.00. The revised Contract amount will increase to \$460,235.00 with this final change order. The cost for these additional engineering services will be paid by the project's contractor as a deduction from their contract amount.

FISCAL IMPACTS

Requested services in the amount of \$20,400.00 will be funded from the 2016 Unlimited Obligation Bond Proceeds Account No. 202-451-818.000.

Document originated by: Glenn Chinavare, Director of Public Services & Utilities

Attachments: (1) Proposal - Fleis & Vandenbrink, Inc., Amendment No. 6 Request
(2) Resolution-Change Order No. 6 to the Contract with Fleis & Vandenbrink, Inc.
(3) Rhode Bros Deduct Change Order

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 6 TO ADDENDUM NO. 4
TO THE CONTRACT FOR ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK ENGINEERING, INC. FOR
THE 2018 STREET PROGRAM ENGINEERING SERVICES CONTRACT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with Fleis & Vandenbrink Engineering Inc. on July 3, 2017 for Engineering Survey and Design Services for the 2018 Street Program in the amount of \$251,000.00; and

WHEREAS, City Council approved Amendments No 1 thru 5 totaling \$188,835.00 to the Contract with Fleis & Vandenbrink Engineering, Inc. for additional engineering services and making the current Contract amount \$439,835.00; and

WHEREAS, the city requests additional services of the consultant in the amount of \$20,400.00 to provide construction engineering and administration services for the City's 2018 Street Resurfacing Program- Contract 1, that are beyond the original contractual scope of services; and

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

- FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fleis & Vandenbrink Engineering Inc. for a cost to the city of Owosso of \$20,400.00 as outlined within its proposal.
- SECOND: The mayor and city clerk are requested and authorized to sign Contract Change Order No. 6 to Addendum No. 4 to the Contract between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc.
- FOURTH: The Accounts Payable department is authorized to make payment up to the amended amount of \$460,235.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work.
- FIFTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds Account No. 202-451-818.000.

CHANGE ORDER

No. 2

OWNER: City of Owosso
 CONTRACTOR: Rohde Bros. Excavating, Inc.
 Contract: City of Owosso 2018 Street Program – Contract 1
 OWNER's P.O. No. 000042487 ENGINEER's Project No. 832190
 ENGINEER: Fleis & VandenBrink

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

Description:

Additional inspection work day penalty from 10/11/18 through 11/7/18 (No Sundays).

Road and Storm Sewer:

Add the following pay items to the Contract:

Item No.	Item of Work	Est. Qty	Unit	Unit Price	Cost
64	Additional Inspection Penalty	24	Day	(\$850.00)	(\$20,400.00)

Sub Total Road and Storm Sewer Amount: (\$20,400.00)

Total Change Order No. 2 Amount: (\$20,400.00)

Attachments: None

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,258,445.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to _____: \$ <u>33,960.00</u>
Contract Price prior to this Change Order: \$ <u>1,292,405.00</u>
Increase (Decrease) of this Change Order: \$ <u>(20,400.00)</u>
Contract Price incorporating this Change Order: \$ <u>1,272,005.00</u>

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

RECOMMENDED:

By: [Signature]

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: 11/20/18

ACCEPTED:

By: [Signature]

CONTRACTOR (Authorized Signature)

Title: Vice Pres

Date: 11/20/18

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____



Rev: December 20, 2018

Mr. Randy Chesney, P.E.
City of Owosso
City Hall, 301 West Main Street
Owosso, MI 48867

RE: 2018 Street Improvement Project, PO No. 42299
Amendment No. 6 Request

Dear Randy,

We are pleased to submit Amendment Request No. 6 for your review and consideration of additional professional services for the City of Owosso's 2018 street improvement project.

Project Understanding

The City is requesting additional construction observation during the period of October 11, 2018 through November 7, 2018 for Contract 1. The contractor for this contract has ran over the construction contract period and has agreed to a penalty of \$850 per available work day (no Sundays) during this period. The Contractor has accepted Change Order No. 2 assessing this penalty and this change order has been submitted to the City for approval. The additional construction observation fees requested within will be offset by an equal reduction in the Contractor's contract amount.

Scope of Services

Additional construction observation work days from 10/11/18 through 11/7/18 (No Sundays) at a rate of \$850.00. There were a total of 24 available work days during this period.

Additional Construction Observation: 24 Days x \$850/day = \$20,400

Fee Budget

We propose to complete the services noted within this proposal for the following not-to-exceed fees:

Phase	Fee
Construction Administration:	
Road and Storm Sewer:	\$20,400
Total Lump Sum Not-to-Exceed Fee:	
	\$20,400

Contract Amendment Summary:

CHANGE IN CONTRACT PRICE:
Original Contract Price: <u>\$251,000.00</u>
Net Increase (Decrease) from previous Amendments No. <u>1</u> to <u>5</u> : <u>\$188,835.00</u>
Contract Price prior to this Amendment: <u>\$439,835.00</u>
Net increase (decrease) of this Amendment: <u>\$20,400.00</u>
Contract Price incorporating this Amendment: <u>\$460,235.00</u>

Thank you for your consideration of this contract amendment for our professional services to continue assisting the City of Owosso with your 2018 Street Improvement Project. Please contact me if you have any questions or need any additional information at this time.

Sincerely,

FLEIS & VANDENBRINK



Geric L. Rose, P.E., P.S.
Project Manager



MEMORANDUM

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

DATE: January 14, 2019

TO: City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No. 3 (Final) - Malley Construction, Inc. – 2017 Street Resurfacing Program

RECOMMENDATION:

Approval of Change Order No. 3 (Final) to the Contract between the city of Owosso and Malley Construction, Inc., for the 2017 Street Resurfacing Program, in the amount of \$12,920.00.

BACKGROUND:

On August 7, 2017, City Council approved the Contract to Malley Construction Inc. in the amount of \$2,887,383.25 for the 2017 Street Resurfacing Program. Change Orders No. 1 & 2 subsequently approved by city council brought the contract total to \$2,967,984.93. Change Order No. 3 in the amount of \$12,920.00, a net increase, is required to correct unit price extensions to Change Order No. 2, whereby line item quantities/additions were not correctly posted to reflect additional work completed. Upon approval the final contract price will be \$2,980,904.93.

Staff recommends approval of Change Order No. 3 to complete the contract with Malley Construction, Inc.

FISCAL IMPACTS:

Expenses for Change Order No. 3 shall be paid for from Water Fund Account No. 591-901-972.00.

Document originated by: Glenn Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) Proposed Change Order No. 3 (Final) for Malley Construction Inc.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 3
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
MALLEY CONSTRUCTION INCORPORATED
FOR 2017 STREET RESURFACING PROGRAM CONTRACT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Malley Construction, Inc. on August 7, 2017 for street, watermain, and storm sewer improvements for various streets; altogether part of the 2017 Street Resurfacing Program; and

WHEREAS, during the course of the contract the City requested changes in work from Malley Construction, Inc. formalized in Change Order Nos. 1 & 2; and

WHEREAS, errors in the unit price extensions were discovered in Change Order No. 2, resulting in Malley Construction, Inc. being underpaid for the work performed; and

WHEREAS, proposed Change Order No. 3 formally corrects the errors and authorizes payment to the contractor according to unit prices.

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

- FIRST: It is advisable, necessary and in the public interest to approve Change Order No. 3 amending the 2017 Street Resurfacing Program Contract with Malley Construction Inc. to correct mathematical errors discovered in Change Order No. 2.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit B, Contract Change Order No. 3 (Final) in the amount of \$12,920.00; a net increase to the Contract revising the current total contract amount from \$2,967,984.93 to \$2,980,904.93.
- THIRD: The accounts payable department is authorized to pay Malley Construction, Inc. for work satisfactorily completed up to the revised amount of the Contract, including Change Order No. 3, in the total amount of \$2,980,904.93.
- FOURTH: The above additional expenses in the amount of \$12,920.00 shall be paid from the Water Fund Account No. 591-901-972.000.

CHANGE ORDERNo. 3

OWNER: City of Owosso
CONTRACTOR: Malley Construction, Inc.
Contract: City of Owosso 2017 Street Program
OWNER's P.O. No. 000042304 ENGINEER's Project No. 830300
ENGINEER: Fleis & VandenBrink

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

Description:

Water Main:

To correct omissions and errors discovered within Change Order No. 2. The following work items with corrected amounts are presented as follows:

Item No.	Description	Unit	Unit Price	Authorized Quantity	Final Quantity	Quantity Change	Amount Change
103	Existing Valve with Valve Box Abandonment	Ea	\$200.00	15	32.00	17.00	\$3,400.00
111	12" x 6" Tee	Ea	\$1,850.00	26	27.00	1.00	\$1,850.00
129	6" Valve and Valve Box	Ea	\$1,160.00	12	13.00	1.00	\$1,160.00
132	90° Fire Hydrant Assembly	Ea	\$3,800.00	12	13.00	1.00	\$3,800.00
134	New Water Service, Freebore	Ea	\$2,310.00	44	45.00	1.00	\$2,310.00
138	Supply & Install Meter Pit, Complete	Ea	\$400.00	20	21.00	1.00	\$400.00
Total Amount Change:							\$12,920.00

Total Net Change Amount (Water Main) : \$12,920.00

Total Change Order No. 3 Amount (Total Contract): \$12,920.00

Attachments: None

CHANGE IN CONTRACT PRICE
Original Contract Price \$ 2,887,383.25
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>2</u> : \$ 80,601.68
Contract Price prior to this Change Order: \$ 2,967,984.93
Increase (Decrease) of this Change Order: \$ 12,920.00
Contract Price incorporating this Change Order: \$ 2,980,904.93

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

RECOMMENDED:

By: 

ENGINEER (Authorized Signature)
Title: Project Engineer
Date: 1/02/19

ACCEPTED:

By: 

CONTRACTOR (Authorized Signature)
Title: Project Manager
Date: 1/02/2019

APPROVED:

By: _____

OWNER (Authorized Signature)
Title: _____
Date: _____



MEMORANDUM

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

DATE: January 15, 2019

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Michigan Departmental of Environmental Quality (MDEQ) - Pilot Drinking Water Infrastructure Grant Change Order No.1

RECOMMENDATION:

Approval of Change Order No. 1 to Greenscape General Contracting of Lake, Michigan, for completion of survey and identification of lead and galvanized water service lines in the amount of \$14,100.00.

BACKGROUND:

The Pilot Drinking Water Grant provides assistance to municipalities for updating distribution system material inventories and asset management plans, for the identification and planned replacement of lead and galvanized water service lines. These services, as required by the MDEQ, will establish the initial development of an Asset Management Plan, by surveying a wide area within the city limits. Additional addresses were added to the contract after award based on resident requests to be considered for the program.

Council approved the contract services with Greenscape General Contracting at its September 17, 2018 regular scheduled meeting in the amount of \$23,550.00 plus contingency in the amount of \$5,000.00. Cost of services for survey is as follows:

- Initial Contract.....	\$23,550.00
- Change Order No. 1....	\$14,100.00
Total Contract....	\$37,650.00
Less Payment #1.....	\$28,550.00 (includes \$5,000 Contingency)
	Balance due \$9,100.00

FISCAL IMPACTS:

Funds in the amount of \$37,650.00 will be provided from the Water Fund Account 591-901-972.000, which will be 100% reimbursed from MDEQ Grant funds.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

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

RESOLUTION NO.

APPROVAL OF CHANGE ORDER NO.1 TO AGREEMENT BETWEEN THE CITY OF OWOSSO AND GREENSCAPE GENERAL CONTRACTING FOR SURVEY AND IDENTIFICATION OF LEAD AND GALVANIZED WATER SERVICE LINES

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with the Michigan Department of Environment Quality (MDEQ) on April 2, 2018 to implement a Pilot Drinking Water Infrastructure Grant for the purpose of identifying lead and galvanized water service lines in the city of Owosso water distribution system; and

WHEREAS, the city of Owosso entered into a services agreement with Greenscape General Contracting as approved at its regularly scheduled council meeting of September 17, 2018 for the survey and identification of lead and galvanized water service lines; and

WHEREAS, the Director of Public Services & Utilities added additional locations for the survey and identification of lead and galvanized water service lines, which increased the contract level of effort for site investigation and site restoration services.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into change order No.1 in the amount of \$14,100.00 with Greenscape General Contracting for providing additional survey and identification services of lead and galvanized water service lines in accordance with MDEQ Pilot Drinking Water Grant compliance guidelines.

SECOND: The accounts payable department is authorized to submit payment to Greenscape General Contracting in an amount of \$23,550.00 plus change order No.1 in the amount of \$14,100.00 for a total not to exceed \$37,650.00.

THIRD: The above expenses shall be paid for from the waster fund account 591-901-972.000.

Date of Issuance:

Owner: City of Owosso

Contractor: Greenscape General Contracting

Engineer: OHM Advisors

Project: Water Service Lead Site Investigations

Effective Date:

Owner's Contract No.: 0020-18-0010

Contractor's Project No.:

Engineer's Project No.: 0020-18-0010

Contract Name: Water Service Lead Site Investigations

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

Description: Work includes extra site investigations as discussed at the preconstruction meeting. Contractor agreed to complete extra site restoration work at a pro-rated amount from the lump sum contract price.

Attachments: *see attached*

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>	
Original Contract Price:		Original Contract Times:	
\$ 23,550.00		Substantial Completion:	
		Ready for Final Payment:	
			days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:		[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:	
\$		Substantial Completion:	
		Ready for Final Payment:	
			days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 23,550.00		Substantial Completion:	
		Ready for Final Payment:	
			days or dates
[Increase] [Decrease] of this Change Order:		[Increase] [Decrease] of this Change Order:	
\$ 14,100.00		Substantial Completion:	
		Ready for Final Payment:	
			days or dates
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 37,650.00		Substantial Completion:	
		Ready for Final Payment:	
			days or dates

RECOMMENDED:

By:

Engineer (if required)

Title: Sr. Project Manager

Date: 12-17-18

ACCEPTED:

By:

Owner (Authorized Signature)

Title: Director of Public Services

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Title: President - Brian Cataldo, President

Date:

12/17/18

Approved by Funding Agency (if applicable)

By:

Title:

Date:



929 Bridgeview South

Saginaw, MI 48604

Water Service Lead Site Investigations

Owosso, MI

CHANGE ORDER 1

DATE: December 12, 2018

PROJECT #: 0020-18-0010

DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
Site Investigation	EA	36	\$ 200.00	\$ 7,200.00
Restoration*	EA	46	\$ 150.00	\$ 6,900.00
TOTAL CHANGE ORDER 1				\$ 14,100.00

**The contractor was not paid for investigation work on shallow excavations that were unsuccessful, but was compensated for restoration work.*



January 7, 2019

Mr. Glenn Chinavare
Public Utilities Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

RE: MDEQ Pilot Grant
Water Service Lead Investigations
Balancing Changer Order

Dear Mr. Chinavare:

Please find enclosed the final pay application 2 for this project, which incorporates the balancing of all work items from the original contract quantities.

There was one change order issued on this project and involved additional site inspections (see Change Order 1 attached). This change resulted in an increase to the contract price by \$14,100, bringing the total contract amount to \$37,650.00.

The following breakdown summarizes the remaining balance left on the contract:

▪ Total Work to Date:	\$37,650.00
▪ <u>Payment #1 (12/21/18)</u>	<u>\$28,550.00</u>
Balance	\$9,100.00

At this time, we recommend approval of the balancing change order 2 and final payment to Greenscape General Contracting in the amount of \$9,100.00.

If any additional information is needed regarding this matter, please feel free to contact me at 810 429-8289.

Sincerely,
OHM Advisors



Louis P. Fleury, PE
Senior Project Manager

Enclosure

Contractor's Application for Payment No. 2

Application Period: Oct 24, 2018 - Nov 2, 2018		Application Date: 1/3/2019	
To (Owner): City of Owosso	From (Contractor): Greenscape General Contracting	Via (Engineer): OHM Advisors	
Project: Water Service Lead Site Investigations		Contract	
Owner's Contract No: 0020-18-0010	Contractor's Project No: 0020-18-0010	Engineer's Project No: 0020-18-0010	

**Application For Payment
Change Order Summary**

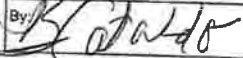
Approved Change Orders		
Number	Additions	Deductions
1	\$14,100.00	
TOTALS	\$14,100.00	
NET CHANGE BY CHANGE ORDERS	\$14,100.00	

1. ORIGINAL CONTRACT PRICE..... \$ 223,550.00
2. Net change by Change Orders..... \$ 14,100.00
3. Current Contract Price (Line 1 + 2)..... \$ 237,650.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 237,650.00
5. RETAINAGE:
 - a. X Work Completed..... \$
 - b. X Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 237,650.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 228,550.00
8. AMOUNT DUE THIS APPLICATION..... \$ 9,100.00
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

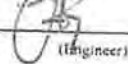
The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: 

Date: 1/7/19

Payment of: \$ 9,100.00
(Line 8 or other - attach explanation of the other amount)

is recommended by:  1-7-19
(Engineer) (Date)

Payment of: \$ 9,100.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]



City of Owosso
General Fund
301 W. Main Street
Owosso, MI 48867
(989) 725-0572

Chemical Bank
VOID AFTER 90 DAYS

Check Dt.	Check No.
12/21/18	VOID 130789

Amount
\$28,550.00

Twenty-Eight Thousand Five Hundred Fifty and NO/100 Dollars**

*** VOID ***GREENSCAPE GENERAL CONTRACTING
PO BOX 133

LAKE MI 48632


City Clerk

⑈0VOI ⑈ 13⑈072410013⑈ 0033031601⑈

Vendor: 100116 *** VOID ***GREENSCAPE GENERAL CONTR Check #: VOID 130789 12/21/18

Date	Invoice	Description/Detail	Amount
12/05/2018	APPLICATION 1	SURVEY AND IDENTIFICATION OF LEAD AND GA	28,550.00

Total: 28,550.00



MEMORANDUM

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

DATE: January 14, 2019

TO: City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No(s). 2 & 3; 2018 Street Resurfacing Program-Contract No. 1

RECOMMENDATION:

Approval of Change Order No(s). 2 & 3 to the Contract agreement between the city of Owosso and Rhode Brothers Excavating, Inc. for the 2018 Street Resurfacing Program-Contract No. 1, in the amount of (\$158,583.61), a net decrease to the Contract.

BACKGROUND:

On May 7, 2018, City Council approved the Contract to Rhode Brothers Excavating, Inc. in the amount of \$1,258,445.00, plus \$50,000 contingency amount, for the 2018 Street Resurfacing Program-Contract No.1. On July 31, 2018, Change Order No. 1 in the amount of \$33,960.00 for additional water main work was authorized by staff utilizing contingency funds as previously approved by city council, which brought the contract to \$1,292,405.00. Change Orders No. 2 and 3 resulted in decreasing amounts of \$20,400.00 and \$138,183.61 respectively, for a balancing and final Change Order of (\$158,583.61). Pending approval of Change Orders as submitted, the new contract total will now be \$1,133,821.39.

FISCAL IMPACTS:

Projected expenses chargeable to the 2016 Unlimited Obligation Bond Proceeds Account in the amount of (\$101,617.11) will be decreased, and expenses chargeable to the Water Main & Hydrants Account No. 591-901-972.000 in the amount of (\$56,966.50) will be decreased.

Document originated by: Glenn Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) Proposed Change Order No(s). 2 & 3 for 2018 Street Resurfacing Program-Contract No. 1

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NOS. 2 & 3
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
ROHDE BROS. EXCAVATING, INC.
FOR 2018 STREET RESURFACING PROGRAM-CONTRACT NO. 1**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Rohde Bros. Excavating, Inc. on May 7, 2018 for resurfacing various streets of the 2018 Street Resurfacing Program-Contract No. 1; and

WHEREAS, the City has requested changes in work from Rohde Bros. Excavating, Inc. with regards to its water main and road construction as described within Change Order Nos. 2 & 3; and

WHEREAS, Rohde Bros. Excavating, Inc. agrees to the work item quantities and pricing of both change orders, and the final contract amount as set forth in Change Order No.3.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to amend the 2018 Street Resurfacing Program Contract No. 1 with Rohde Bros. Excavating, Inc. as described within Change Order Nos. 2 & 3.
- SECOND: The mayor and city clerk are instructed and authorized to sign the documents substantially in form attached as Exhibits B and C, Contract Change Order Nos. 2 & 3 in the amount of (\$158,583.61), a net decrease revising the total Contract amount from \$1,292,405.00 to \$1,133,821.39.
- THIRD: The accounts payable department is authorized to pay Rohde Bros. Excavating, Inc. for work satisfactorily completed up to the revised Contract amount that includes Change Order Nos. 2 & 3 in the amount of \$1,133,821.39.
- FOURTH: The projected expenses paid from the 2016 Unlimited Obligation Bond Proceeds Account (\$101,617.11) and City Water Main & Hydrants Account No. 591-901-972.000 (\$56,966.50), shall be decreased by these amounts.

CHANGE ORDER

No. 2

OWNER: City of Owosso
 CONTRACTOR: Rohde Bros. Excavating, Inc.
 Contract: City of Owosso 2018 Street Program – Contract 1
 OWNER's P.O. No. 000042487 ENGINEER's Project No. 832190
 ENGINEER: Fleis & VandenBrink

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

Description:

Additional inspection work day penalty from 10/11/18 through 11/7/18 (No Sundays).

Road and Storm Sewer:

Add the following pay items to the Contract:

Item No.	Item of Work	Est. Qty	Unit	Unit Price	Cost
64	Additional Inspection Penalty	24	Day	(\$850.00)	(\$20,400.00)

Sub Total Road and Storm Sewer Amount: (\$20,400.00)

Total Change Order No. 2 Amount: (\$20,400.00)

Attachments: None

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,258,445.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to _____: \$ <u>33,960.00</u>
Contract Price prior to this Change Order: \$ <u>1,292,405.00</u>
Increase (Decrease) of this Change Order: \$ <u>(20,400.00)</u>
Contract Price incorporating this Change Order: \$ <u>1,272,005.00</u>

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

RECOMMENDED:

By: [Signature]

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: 11/20/18

ACCEPTED:

By: [Signature]

CONTRACTOR (Authorized Signature)

Title: Vice Pres

Date: 11/20/18

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____

CHANGE ORDER

No. 3

OWNER: City of Owosso
CONTRACTOR: Rohde Bros. Excavating, Inc.
Contract: City of Owosso 2018 Street Program – Contract 1
OWNER's P.O. No. 000042487 ENGINEER's Project No. 832190
ENGINEER: Fleis & VandenBrink

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

Description:

Road and Storm Sewer:

Balance quantities based on contract award vs. quantities placed (see attachment).

Road and Storm Sewer Increase/Decrease Total Dollar Value: (\$81,217.11)

Water Main:

Balance quantities based on contract award vs. quantities placed (see attachment).

Water Main Increase/Decrease Total Dollar Value: (\$56,966.50)


Total Change Order No. 3 Amount: (\$138,183.61)

Attachments: None

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,258,445.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>2</u> : \$ <u>13,560.00</u>
Contract Price prior to this Change Order: \$ <u>1,272,005.00</u>
Increase (Decrease) of this Change Order: \$ <u>(138,183.61)</u>
Contract Price incorporating this Change Order: \$ <u>1,133,821.39</u>

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

RECOMMENDED:

By: 

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: 12/20/18

ACCEPTED:

By: 

CONTRACTOR (Authorized Signature)

Title: Vice Pres.

Date: 12/21/18

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____

**CITY OF OWOSSO
2018 STREET PROJECT - CONTRACT NO. 1
INCREASES / DECREASES**

Item No.	Description	Unit	Plan Quantity	Quantity Placed	Quantity Change	Unit Price	Dollar Value
1	Mobilization, Max 5% (Road & Storm)	LSUM	1	1.00		\$ 35,000.00	\$ -
2	Dr Structure, Rem	Ea	35	33.00	(2.00)	\$ 231.00	\$ (462.00)
3	Sewer, Rem, Less than 24 inch	Ft	1,572	1,756.50	184.50	\$ 5.00	\$ 922.50
4	Curb and Gutter, Rem	Ft	2,114	1,787.00	(327.00)	\$ 4.00	\$ (1,308.00)
5	Pavt, Rem	Syd	1,261	1,216.00	(45.00)	\$ 7.00	\$ (315.00)
6	Sidewalk, Rem	Syd	62	8.10	(53.90)	\$ 5.00	\$ (269.50)
7	Machine Grading, Modified	Sta	47	51.26	4.26	\$ 1,075.00	\$ 4,579.50
8	Subgrade Undercutting, Type II	Cyd	200	33.84	(166.16)	\$ 25.00	\$ (4,154.00)
9	Erosion Control, Inlet Protection, Fabric Drop	Ea	30	25.00	(5.00)	\$ 90.00	\$ (450.00)
10	Erosion Control, Silt Fence	Ft	200		(200.00)	\$ 2.00	\$ (400.00)
11	Aggregate Base, 6 inch, Modified	Syd	7,756	8,105.00	349.00	\$ 11.00	\$ 3,839.00
12	Aggregate Base, 9 inch, Modified	Syd	1,585	1,584.40	(0.60)	\$ 14.00	\$ (8.40)
13	Maintenance Gravel	Ton	400	17.96	(382.04)	\$ 20.00	\$ (7,640.80)
14	Geotextile, Separator	Syd	9,341	9,663.40	322.40	\$ 1.20	\$ 386.88
15	Sewer, SDR-26, 6 inc. Tr Det B, Modified	Ft	32	41.00	9.00	\$ 43.00	\$ 387.00
16	Sewer, SDR-26, 8 inch, Tr Det B, Modified	Ft	10		(10.00)	\$ 43.00	\$ (430.00)
17	Sewer, SDR-26, 10 inch, Tr Det B, Modified	Ft	599	515.00	(84.00)	\$ 53.00	\$ (4,452.00)
18	Sewer, SDR-26, 12 inch, Tr Det B, Modified	Ft	794	758.50	(35.50)	\$ 56.00	\$ (1,988.00)
19	Sewer, SDR-26, 15 inch, Tr Det B, Modified	Ft	768	762.50	(5.50)	\$ 63.00	\$ (346.50)
20	Sewer Bulkhead, 12 inch	Ea	1	2.00	1.00	\$ 300.00	\$ 300.00
21	Dr Structure, Temp Lowering	Ea	17	14.00	(3.00)	\$ 200.00	\$ (600.00)
22	Dr Structure Cover, Adj, Case 1	Ea	17	17.00		\$ 450.00	\$ -
23	Dr Structure, Adj, Add Depth	Ft	17	1.00	(16.00)	\$ 100.00	\$ (1,600.00)
24	Dr Structure Cover, EJ 1060	Ea	12	11.00	(1.00)	\$ 600.00	\$ (600.00)
25	Dr Structure Cover EJ 1060 w/Type N Oval Grate	Ea	3	3.00		\$ 600.00	\$ -
26	Dr Structure Cover, EJ 1120 w/Gasket Seal	Ea	17	17.00		\$ 600.00	\$ -
27	Dr Structure Cover, EJ 7000	Ea	21	21.00		\$ 750.00	\$ -
28	Dr Structure 24 inch dia, Modified	Ea	1	2.00	1.00	\$ 1,200.00	\$ 1,200.00
29	Dr Structure 36 inch	Ea	22	21.00	(1.00)	\$ 1,400.00	\$ (1,400.00)
30	Dr Structure 48 inch dia, Modified	Ea	10	11.00	1.00	\$ 2,000.00	\$ 2,000.00
31	Dr Structure 60 Inch dia, Modified	Ea	2	1.00	(1.00)	\$ 3,700.00	\$ (3,700.00)
32	Cold Milling HMA Surface	Syd	4,830	4,830.00		\$ 2.00	\$ -
33	HMA Surface, Rem	Syd	8,461	8,623.20	162.20	\$ 2.00	\$ 324.40
34	Hand Patching	Ton	25	23.24	(1.76)	\$ 110.00	\$ (193.60)

Item No.	Description	Unit	Plan Quantity	Quantity Placed	Quantity Change	Unit Price	Dollar Value
35	HMA, 2C	Ton	1,070	780.91	(289.09)	\$ 70.00	\$ (20,236.30)
36	HMA, 3C	Ton	685	552.53	(132.47)	\$ 71.00	\$ (9,405.37)
37	HMA, 4E3	Ton	580	420.42	(159.58)	\$ 70.00	\$ (11,170.60)
38	HMA, 5E3	Ton	1,199	1,132.08	(66.92)	\$ 77.00	\$ (5,152.84)
39	HMA Approach	Ton	15		(15.00)	\$ 110.00	\$ (1,650.00)
40	Cement	Ton	5		(5.00)	\$ 210.00	\$ (1,050.00)
41	Saw Cutting	Ft	600	600.00		\$ 2.00	\$ -
42	Conc Pavt, Nonreinf. 9 inch	Syd	80	75.00	(5.00)	\$ 48.00	\$ (240.00)
43	Driveway, Nonreinf Conc, 6 inch	Syd	166	126.05	(39.95)	\$ 36.00	\$ (1,438.20)
44	Approach, CI II, LM	Cyd	21		(21.00)	\$ 40.00	\$ (840.00)
45	Curb and Gutter, Conc, Det F4, Modified	Ft	2,134	1,787.00	(347.00)	\$ 16.00	\$ (5,552.00)
46	Detectable Warning Surface	Ft	25	50.00	25.00	\$ 30.00	\$ 750.00
47	Sidewalk Ramp, Conc, 4 inch	Sft	625	369.50	(255.50)	\$ 6.00	\$ (1,533.00)
48	Sidewalk, Conc, 4 inch	Sft	200	160.10	(39.90)	\$ 4.00	\$ (159.60)
49	Sidewalk, Conc. 6 inch	Sft	100		(100.00)	\$ 5.00	\$ (500.00)
50	Post, Mailbox	Ea	20		(20.00)	\$ 75.00	\$ (1,500.00)
51	Valve Box, Adj	Ea	4		(4.00)	\$ 200.00	\$ (800.00)
52	Sanitary Serv Conflict	Ea	4	3.00	(1.00)	\$ 800.00	\$ (800.00)
53	Abandoned Gas Main Conflict	Ea	10	8.00	(2.00)	\$ 250.00	\$ (500.00)
54	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	Ea	10	7.00	(3.00)	\$ 80.00	\$ (240.00)
55	Pedestrian Type II Barricade, Temp	Ea	4	4.00		\$ 100.00	\$ -
56	Lighted Arrow, Type C, Furn & Oper	Ea	4		(4.00)	\$ 350.00	\$ (1,400.00)
57	Minor Traffic Devices	LSUM	1	1.00		\$ 12,000.80	\$ -
58	Plastic Drum, High Intensity, Furn & Oper	Ea	125	75.00	(50.00)	\$ 12.00	\$ (600.00)
59	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	200	172.83	(27.17)	\$ 4.00	\$ (108.68)
60	Turf Establishment, Performance	Syd	700	700.00		\$ 5.00	\$ -
61	Sign, Type III, Rem	Ea	4		(4.00)	\$ 31.00	\$ (124.00)
62	Sign, Type III, Erect, Salv	Ea	4		(4.00)	\$ 51.00	\$ (204.00)
63	Post, Steel, 3 Pound	Ft	64		(64.00)	\$ 6.00	\$ (384.00)
Total Road & Storm Sewer Dollar Value:							\$ (81,217.11)
100	Mobilization, Max 5%, (Water Main)	LSUM	1	1.00		\$ 11,000.00	\$ -
101	Connect to Ex. Water Main	Ea	9	8.00	(1.00)	\$ 2,800.00	\$ (2,800.00)
102	Existing Valve with Valve Box Abandonment	Ea	11	5.00	(6.00)	\$ 150.00	\$ (900.00)
103	Existing Valve with Valve Box Removal	Ea	1	1.00		\$ 800.00	\$ -
104	Existing Hydrant Removal	Ea	3	3.00		\$ 500.00	\$ -
105	6" PVC Water Main, Trench Backfill Detail 'G'	LF	143	133.00	(10.00)	\$ 48.00	\$ (480.00)
106	8" PVC Water Main, Trench Backfill Detail 'G'	LF	840	843.50	3.50	\$ 48.00	\$ 168.00

[illegible]



MEMORANDUM

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

DATE: January 16, 2019

TO: City Council

FROM: Robert Doran-Brockway, Historical Facilities Project Director

SUBJECT: Change Order for Renovation of the Gould House Ceiling

RECOMMENDATION:

Approval of Change Order to increase the dollar amount for the electrical work in the Great Room of the Amos Gould House from \$2,812 to \$3,612.

BACKGROUND:

On December 17, 2018, City Council approved \$2,812 for the electrical work on the ceiling of the Great Room of the Amos Gould House as part of the Gould House Ceiling Project. This amount was to replace the electrical wiring, install a new home run to the downstairs breaker panel, rewire the chandelier, pull permits and install art lights along the east, north and west sides of the room. After the original amount was approved, it became evident that because of issues with the old lath, a different style of lighting system would need to be installed. Instead of recess cans, the proposed lighting will consist of 40 feet of monorail with LED heads. This will allow for installation of the lights without disturbing the lath, but will increase the total cost of the project \$800.

FISCAL IMPACT:

Additional expense in the amount of \$800 for Change Order shall be paid to Ludington Electric.

NOTE: The actual total for the electrical work is \$4,612. Ludington Electric has graciously donated \$1,000 of in-kind labor services for this project.

Attachments: (1) Resolution
(2) Revised estimate from Ludington Electric

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO - HISTORICAL COMMISSION
AND LUDINGTON ELECTRIC, INC.
FOR THE GOULD HOUSE CEILING REPAIR PROJECT – ELECTRICAL CONTRACT**

WHEREAS, the City Council, at the recommendation of the Owosso Historical Commission, Shiawassee County, Michigan, approved a contract with Ludington Electric, Inc. for electrical work in the Great Room of the Amos Gould House; and

WHEREAS, upon further examination of the ceiling it became evident that a different lighting system was needed in order to maintain the structural integrity of the ceiling; and

WHEREAS, Ludington Electric, Inc. has since provided a recommendation for another lighting system that is more in alignment with the historical nature of the home at an additional cost.

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

FIRST: It is advisable, necessary and in the public interest to amend the Gould House Ceiling Repair Project – Electrical Contract with Ludington Electric, Inc. as described in Change Order No. 1.

SECOND: The mayor and city clerk are instructed and authorized to approve the document attached as Change Order No. 1 in the amount of \$800; revising the total contract amount from \$2,812.00 to \$3,612.00.

THIRD: The accounts payable department is authorized to pay Ludington Electric, Inc. for work satisfactorily completed up to the revised contract amount of \$3,612.00.

FOURTH: A special thank you is given to Ludington Electric, Inc. for their donation of \$1,000 of in-kind services for this project.

**CHANGE ORDER NO. 1 TO
A CONTRACT FOR SERVICES WITH
LUDINGTON ELECTRIC, INC.
FOR THE GOULD HOUSE CEILING REPAIR PROJECT – ELECTRICAL CONTRACT**

This amendment is attached and made part of the contract for services for the Gould House Ceiling Repair Project – Electrical Contract, authorized by City Council December 17, 2018, between the city of Owosso, Michigan (City) and Ludington Electric, Inc. (Contractor).

GOULD HOUSE CEILING REPAIR PROJECT – ELECTRICAL CONTRACT

LABOR & MATERIALS

Purchase and installation of a different lighting system as detailed in Ludington Electric Estimate No. 4941.

SCHEDULE

The schedule for the project remains unchanged.

COMPENSATION

Compensation for this change results in an \$800.00 increase in the contract price to \$3,612.00.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

For the Contractor:

By: _____

Its: _____

By: _____

Its: _____

Executed: _____, 2019

For the City:

By: _____

Christopher T. Eveleth, Mayor

By: _____

Amy K. Kirkland, City Clerk

Executed: _____, 2019



152 East Howard Street
Owosso MI 48867
989-729-9473

Estimate

DATE	ESTIMATE ...
12/31/2018	4941

NAME / ADDRESS
Owosso Historical Commission 301 West Main Owosso MI 48867

TERMS	PROJECT
Net 30	

ITEM	QTY	DESCRIPTION	TOTAL
Item		Below estimate includes all Labor and Material to complete the following at Gould House:	
Item		Install 40' of Monorail with 2 new Transformers.	
Item		Install (2) new LED dimmer switches both by West door.	
Item		Run new home run to breaker panel.	
Item		Install (14) new Monorail LED heads.	
Item		Pull permit and schedule inspection.	
Item		Total.	4,612.00
Item		Donation by Ludington Electric.	-1,000.00
Thank you for the opportunity! Please call 729-9473 to schedule.			TOTAL \$3,612.00



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: January 17, 2019
TO: City Council
FROM: Kevin D. Lenkart
Director of Public Safety
RE: Change Order – Parking Ticket Management System Service Agreement

RECOMMENDATION:

Staff recommends approval of Change Order No. 1 for the Parking Ticket Management System Service Agreement changing the authorization terms from an estimated annual allocation to a per ticket issued fee.

BACKGROUND:

On July 16, 2018 the Council approved a service agreement with Complus Data Innovations, Inc. (Complus) for the provision of FastTrack, a parking ticket management system. At the time the Public Safety Department was manually writing parking tickets then entering the tickets into a software system that was set to cease operation in December 2018. The Complus system provides a handheld device and two (2) Software licenses to the Complus FastTrack System and is designed to create a more streamlined approach to parking ticket management.

FISCAL IMPACTS:

Since its implementation the system has been working extremely well, with the number of tickets issued increasing significantly. The original contract was approved with an annual allocation of \$6,025.00. Due to the fact that ticket activity has increased this allocation is anticipated to be exhausted by the end of next month, necessitating a change order. In order to avoid this type of situation in the future Finance Director Grice has suggested the change order be based on the unit price per ticket issued rather than another estimated annual allocation. The fee per ticket issued is \$2.41.

Incidentally, it should be noted that the memo for the original purchase mentioned the fee per ticket issued was \$2.15, not \$2.41 as stated in the contract.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE SERVICE AGREEMENT WITH COMPLUS DATA INNOVATIONS, INC.
FOR THE PARKING TICKET MANAGEMENT SYSTEM SERVICE AGREEMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan approve a service agreement with Complus Data Innovations, Inc. on July 16, 2018 for the provision of a parking ticket management system; and

WHEREAS, since its implementation the City has seen a significant increase in the number of parking tickets issued; and

WHEREAS, due to the number of tickets issued the annual allocation for this system is anticipated to be exhausted by the end of February making a change order to increase the contract amount necessary; and

WHEREAS, the City desires to avoid a similar situation in the future, recommending a change in the way the contract and payment for services rendered are authorized from an annual allocation to a per ticket issued fee.

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

FIRST: It is advisable, necessary and in the public interest to approve Change Order No. 1 amending Council's terms of authorization from an annual allocation of \$6,025.00 to a fee per ticket issued of \$2.41.

SECOND: Passage of this resolution shall serve as documentation of said change and shall apply to the contract retroactive to its start.

THIRD: The accounts payable department is authorized to pay Complus Data Innovations, Inc. in accordance with the contract unit price of \$2.41 per ticket issued for actual quantities required.

AGREEMENT BY AND BETWEEN
OWOSSO, MI (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

FASTTRACK™ SERVICES AGREEMENT

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into on _____, by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road, Tarrytown, New York 10591, and OWOSSO, MI ("CLIENT"), with offices at 301 W. Main Street, Owosso, MI 48867.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.



- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.

- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions. CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;

- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner **FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;
- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under [this](#) Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.

7. Compliance with Laws and Regulations COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
 - Aging of Account Receivables;
 - Officer and PEO Performance Reports;
 - Detail of Outstanding Tickets;
 - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Michigan plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims, controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of



COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all



intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.

- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who

need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Michigan state court located in Shiawassee County, Michigan. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent

to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

	COMPLUS DATA INNOVATIONS, INC.	OWOSSO, MI
SIGNATURE		
NAME	Ariel Kunar	
TITLE	Chief Executive Officer	
DATE		

SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

SERVICES:

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Nationwide registered owner name retrieval
- Violation noticing

EQUIPMENT:

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
N5 with scanner & dock	1
FastTrack Software License(s)	2

AUTHORIZED MACHINES: The Client Portal may only be installed on two (2) authorized machines.

SCHEDULE II TO THE FASTTRACK™ SERVICES AGREEMENT

FEE SCHEDULE

Description	Fee
Parking Ticket Management Program	\$2.41 per ticket issued
Data Plans	reimbursable if provided by Complus
Postage	reimbursable to Complus
Handheld Ticket Stock	reimbursable to Complus

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- 3.5% per permit payment paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.

COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to



CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in ***FastTrack™*** and become subject to further collection efforts.

Equipment Fees:

Any handheld ticket writer that becomes lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit.



MEMORANDUM

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

DATE: January 15, 2019
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: Rejections of Tree & Stump Removal Services Bids

RECOMMENDATION:

Rejection of all bids received for tree and stump removal.

BACKGROUND:

Bids were advertised for various options for tree and stump removal services, in order to select those services most beneficial to the city and within budget parameters. All bids received were significantly higher than anticipated and beyond budgeted funds for FY2018-2019.

Staff will reevaluate tree services needed for calendar year 2019 at a later date, and rebid near mid-year once the FY2019-2020 budget has been approved.

Staff will use available funding this fiscal year to respond to only the most urgent of needs.

FISCAL IMPACTS:

None

Document originated by: Glenn Chinavare, Director of Public Services & Utilities

Attachments: (1) Bid Tab
(2) Resolution

RESOLUTION NO.

**AUTHORIZATION TO REJECT ALL BIDS RECEIVED FOR
TREE AND STUMP REMOVAL SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, advertised for competitive tree and stump removal services; and

WHEREAS, all dollar amounts for bids received were higher than FY2018-2019 funding parameters could support; and

WHEREAS, it is the recommendation of the Director of Public Services & Utilities to reject all bids for lack of available funding.

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

FIRST: It is advisable, necessary and in the public interest to reject all bids received for the 2019 tree and stump removal services bid.

CITY OF OWOSSO BID TABULATION SHEET

DATE 1/8/19DEPT. DPWSUBJECT: 2019 Tree and Stump Removal Program

			Midwest Trees P.O. Box 60 Belmont, MI 49306 517-394-2328			New Life Arboricultural 1917 Hutchinson St SE Grand Rapids, MI 49506 616-889-5595			A-Ton Tree 170 E. Isabella Midland, MI 48640 989-486-9119		
ITEM #	DESCRIPTION	EST. QTY	Option A Tree & Stump	Option B Tree Only	Option C Stump Only	Option A Tree & Stump	Option B Tree Only	Option C Stump Only	Option A Tree & Stump	Option B Tree Only	Option C Stump Only
Part 1 - Tree And/Or Stump Removal											
1	Removal of 18" trees	5	2,720	1,952	768	2,000	1,200	800	2,800	2,250	550
2	Removal of 19"-23" trees	5	4,204	3,177	1,027	3,424	2,354	1,070	4,375	3,625	750
3	Removal of 24" trees	27	34,476	26,988	7,488	37,980	29,540	8,440	44,280	38,475	5,805
Total Part 1			41,400	32,117	9,283	43,404	33,094	10,310	51,455	44,350	7,105
DESCRIPTION			Midwest Trees			New Life Arboricultural			A-Ton Tree		
Part 2 - Additional Stump Removal			EST QTY	Unit Price	Total Price - Stumps Only	Unit Price	Total Price - Stumps Only		Unit Price	Total Price - Stumps Only	
4	Removal of 18" stumps	14	142.57		1,996	161	2,260		110	1,540	
5	Removal of 19"-23" stumps	6	203.17		1,219	212	1,270		150	900	
6	Removal of 24" stumps	35	310		10,848	347	12,130		215	7,525	
Total Part 2					14,063		15,660			9,965	

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE - N/A

 DEPT. HEAD: _____
 GENERAL LIABILITY INSURANCE
 EXPIRATION DATE: _____

AWARDED _____

 PURCH. AGENT: _____
 WORKERS COMPENSATION INSURANCE
 EXPIRATION DATE: _____

COUNCIL APPROVED: _____

 STAFF REC.: _____
 SOLE PROPRIETORSHIP
 EXPIRATION DATE: _____

P. O. NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 1/8/19

DEPT. DPW

SUBJECT: 2019 Tree and Stump Removal Program

			Treeworks, Inc. P.O. Box 274 Coopersville, MI 49404 616-899-2632			G's Trees, Inc. 1665 Lafayette Lincoln Park, MI 48146 313-995-0029			**Owen Tree Service Inc. 225 N. Lake George Rd. Attica, MI 48412 810-724-6651		
ITEM #	DESCRIPTION	EST. QTY	Option A Tree & Stump	Option B Tree Only	Option C Stump Only	Option A Tree & Stump	Option B Tree Only	Option C Stump Only	Option A Tree & Stump	Option B Tree Only	Option C Stump Only
Part 1 - Tree And/Or Stump Removal											
1	Removal of 18" trees	5	4,450	3,250	1,600	2,625	1,750	875	1,875	1,250	625
2	Removal of 19"-23" trees	5	6,325	4,750	2,100	4,500	3,250	1,250	3,575	2,500	1,075
3	Removal of 24" trees	27	52,650	40,500	16,200	60,900	47,100	13,800	39,150	29,025	10,125
Total Part 1			63,425	48,500	19,900	68025	52,100	15,925	**See Bid 44,600	32,775	11,825
DESCRIPTION			Treeworks, Inc.			G's Trees, Inc.			**Owen Tree Service, Inc.		
Part 2 - Additional Stump Removal		EST QTY	Unit Price	Total Price - Stumps Only		Unit Price	Total Price - Stumps Only		Unit Price	Total Price - Stumps Only	
4	Removal of 18" stumps	14	320	4,480		300	4,200		125	1,750	
5	Removal of 19"-23" stumps	6	420	2,520		500	3,000		215	1,290	
6	Removal of 24" stumps	35	600	21,000		700	24,500		375	13,125	
Total Part 2				28,000			31,700			16,165	

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE - N/A

**Owen Tree Service, Inc. Option "A" bid did not include restoration. Option "D" was provided for stump restoration. Option "D" has been added into Option "A".



MEMORANDUM

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

DATE: January 15, 2019

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: MDEQ - Pilot Drinking Water Infrastructure Grant - Contract for replacement of lead and galvanized water service lines

RECOMMENDATION:

Authorization to enter into an agreement with Green Tech Systems, LLC of Kawkawlin, Michigan, for the replacement of lead and galvanized water service lines in the amount of \$257,904.00.

BACKGROUND:

The Pilot Drinking Water Grant provides assistance to municipalities for updating distribution system material inventories and asset management plans, for the identification and planned replacement of lead and galvanized water service lines. The city of Owosso completed its first services contract in December 2018 involving a city wide Site Survey of potential locations having lead and galvanized water service lines.

The second services contract will be to initiate replacement of known locations having lead or galvanized water service lines. Private property replacements must be approved in advance by the property owner via a notarized access agreement. All known properties that qualify have received an information packet and an access agreement. These replacements will be scheduled on a first response-first served basis.

OHM Advisors has been contracted to administer the replacement services in accordance with MDEQ guidelines.

FISCAL IMPACTS:

Contract services of \$257,904.00, plus contingency amount of \$25,000.00, will be provided from Water Fund Account 591-901-972.000, which is 100% reimbursable from MDEQ Grant funds.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Bid Tab
(2) OHM Recommendation
(2) Resolution

RESOLUTION NO.

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH GREEN TECH SYSTEMS, LLC OF KAWKAWLIN, MICHIGAN FOR REPLACEMENT OF LEAD & GALVANIZED WATER SERVICE LINES

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with the Michigan Department of Environment Quality (MDEQ) on April 2, 2018 to implement a Pilot Drinking Water Infrastructure Grant for the purpose of identifying and replacing lead and galvanized water service lines in the city of Owosso water distribution system; and

WHEREAS, the city and Director of Public Services & Utilities desires to enter into an agreement with Green Tech Systems, LLC for the replacement of lead and galvanized water service lines, in accordance with MDEQ Pilot Drinking Water Grant compliance guidelines.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into an agreement with Green Tech Systems, LLC for providing construction replacement services of lead and galvanized water service lines in accordance with MDEQ Pilot Drinking Water Grant compliance guidelines.
- SECOND: The accounts payable department is authorized to submit payment to Green Tech Systems, LLC in an amount not to exceed \$257,904.00 for construction replacement services, plus an additional contingency amount of \$25,000.00 with prior authorization, for a total of \$282,904.00.
- THIRD: The above expenses shall be paid for from the Water Fund account 591-901-972.000 pending 100% reimbursement from MDEQ Grant funds.



January 14, 2019

Mr. Glenn Chinavare
Public Utilities Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

RE: MDEQ Pilot Grant
Water Service Lead Replacements
Recommendation to Award Contract

Dear Mr. Chinavare:

Please find enclosed a copy of the bid tabulation for bids opened and read on December 18, 2018. Green Tech Systems, LLC was the low bidder with a bid amount of \$257,904.00.

Based on references provided by the Contractor on past projects, OHM Advisors recommends the award of the contract to Green Tech Systems, LLC in the amount of \$257,904.00.

If any additional information is needed regarding this matter, please feel free to contact me at 810 429-8289.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "LF", is written over a horizontal line.

Louis P. Fleury, PE
Senior Project Manager

Enclosure



**City of Owosso - Water Service Line Replacement
Detailed Bid Tabulation
Project # 0020180010**

				Green Tech		Lang Construction			TI Construction			Goyette	
ITEM	DESCRIPTION	QTY	UNIT	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Water Service, Case 1, 12 Inch, Curb Stop to Water Meter	38	EA	\$ 1,800.00	\$68,400	\$ 4,000.00	\$152,000	\$ 4,389.00	\$ 166,782.00	\$ 4,990.00	\$ 189,620.00		
2	Water Service, Case 2, 12 Inch, Main to Curb Stop	33	EA	\$ 1,968.00	\$64,944	\$ 4,000.00	\$132,000	\$ 7,463.00	\$ 246,279.00	\$ 5,730.00	\$ 189,090.00		
3	Water Service, Case 3, 12 Inch, Main to Meter	5	EA	\$ 4,044.00	\$20,220	\$ 4,200.00	\$21,000	\$12,079.00	\$ 60,395.00	\$ 8,565.00	\$ 42,825.00		
4	Failed Attempt - Cable Method	10	EA	\$ 400.00	\$4,000	\$ 200.00	\$2,000	\$ 1,817.00	\$ 18,170.00	\$ 802.00	\$ 8,020.00		
5	Failed Attempt - Boring Method	10	EA	\$ 1,200.00	\$12,000	\$ 50.00	\$500	\$ 2,907.00	\$ 29,070.00	\$ 802.00	\$ 8,020.00		
6	Sidewalk, Rem	430	SYD	\$ 10.00	\$4,300	\$ 9.00	\$3,870	\$ 35.00	\$ 15,050.00	\$ 45.00	\$ 19,350.00		
7	HMA, Rem	430	SYD	\$ 18.00	\$7,740	\$ 9.00	\$3,870	\$ 10.00	\$ 4,300.00	\$ 51.00	\$ 21,930.00		
8	Sidewalk, Conc, 4 inch, Modified	3800	SFT	\$ 6.00	\$22,800	\$ 4.95	\$18,810	\$ 9.00	\$ 34,200.00	\$ 18.00	\$ 68,400.00		
9	HMA, Repair	220	Ton	\$ 200.00	\$44,000	\$ 95.00	\$20,900	\$ 200.00	\$ 44,000.00	\$ 490.00	\$ 107,800.00		
10	Subgrade Undercutting, Type II, Modified	250	CYD	\$ 20.00	\$5,000	\$ 30.00	\$7,500	\$ 46.00	\$ 11,500.00	\$ 185.00	\$ 46,250.00		
11	Watermain Tap	15	EA	\$ 300.00	\$4,500	\$ 1,500.00	\$22,500	\$ 1,251.00	\$ 18,765.00	\$ 330.00	\$ 4,950.00		
	Total Bid Price				\$257,904		\$384,950.00	\$	648,511.00	\$	706,255.00		



MEMORANDUM

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

DATE: January 17, 2019

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Sanitary and Storm Sewer Rehabilitation

RECOMMENDATION:

Approval to enter into a contract services agreement with Inland Waters Pollution Control, Inc. of Detroit, Michigan for repair and rehabilitation of sanitary and storm sewer pipes.

BACKGROUND:

The city of Owosso completed a Sanitary Sewer Asset Management Plan in 2017, funded from a \$1.2 million State of Michigan SAW Grant. Approximately 85% of the sewer collection was televised and rated for minor, moderate, and severe structural repairs. Only the most severe deteriorated locations will be addressed at this time. Most of these repairs will involve spot lining, which does not require open trench excavation. A very minimal amount may require excavation and replacement of pipe. This proposed services contract will address the most critical sanitary sewer defects for the 2019 street rehabilitation program. In addition, this proposed services contract will also address critical defects of storm sewer piping for the 2019 street rehabilitation program.

OHM Advisors was approved by city council on June 18, 2018 to develop bid specifications and provide construction rehabilitation management services for these critical repairs. Competitive bids were received on January 8, 2019. OHM Advisors reviewed bids provided and has recommended the low bidder and the qualified, responsive contractor to perform these services. I am also familiar with this company and their work and concur with OHM Advisors recommendation.

FISCAL IMPACTS: Funds will be provided from the Wastewater Fund in the amount of \$424,167.50, the 2016 Street Bond Fund in the amount of \$344,838.00, and the Street Maintenance Funds in the amount of \$28,650.00, for a total contract price \$769,005.50. In addition, contingency funds are also requested in the amount of \$60,000.00 upon authorization by the Director of Public Services.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) OHM Recommendation

RESOLUTION NO.

**AUTHORIZATION TO ENTER INTO A SERVICES CONTRACT
WITH INLAND WATERS POLLUTION CONTROL, INC OF DETROIT, MICHIGAN
FOR SANITARY AND STORM SEWER REHABILITATION SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution 95-2018 on June, 18, 2018, for development of bid specifications and providing construction management of critical sanitary and storm sewer piping repairs; and

WHEREAS, the city and OHM Advisors advertised and received competitive bids for critical sanitary and storm sewer piping repairs, and have received qualified bids from several contractors; and

WHEREAS, the Director of Public Services & Utilities has reviewed the bids received and the recommendation provided by OHM Advisors, and has determined that Inland Waters Pollution Control, Inc. of Detroit, Michigan has provided the lowest, responsive, and responsible bid for performing sanitary and storm sewer rehabilitation construction services for the city of Owosso.

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 Inland Waters Pollution Control, Inc. of Detroit, Michigan for the provision of sanitary and storm sewer rehabilitation services to coincide with the 2019 Street Rehabilitation Program.
- SECOND: The accounts payable department is authorized to submit payment to Inland Waters Pollution Control Inc. in an amount not to exceed \$769,005.50, plus contingency of \$60,000.00, for a total of \$829,005.50.
- THIRD: The above expenses shall be paid for from the Wastewater Fund, 2016 Street Bond Fund, and the Street Maintenance Fund.



January 16, 2019

Mr. Glenn Chinavare
Public Utilities Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

RE: Sanitary and Storm Sewer Rehabilitation
Recommendation to Award Contract

Dear Mr. Chinavare:

Please find enclosed a copy of the bid tabulation for bids opened and read on January 8, 2019. Inland Waters Pollution Control, Inc. was the low bidder with a bid amount of \$769,005.50.

Based on the qualifications package submitted by the contractor, OHM Advisors recommends the award of the contract to Inland Waters Pollution Control, Inc. in the amount of \$769,005.50.

If any additional information is needed regarding this matter, please feel free to contact me at 810 429-8289.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "LF", is written over a horizontal line.

Louis P. Fleury, PE
Senior Project Manager

Enclosure

City of Owosso Bid Tabulation Sheet

Date: 1/18/19

Subject: Sanitary and Sewer Rehabilitation Bid

	QTY	UNIT	Inland Waters Pollution Control Inc.		Granite Inliner LLC		Insight Pipe Contracting LLC	
			Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
SANITARY SEWER REHAB								
Mobilization	1	LS	10,560.00	10,560.00	16,500.00	16,500.00	12,000.00	12,000.00
Traffic Maintenance and Control	1	LS	6,666.00	6,666.00	25,000.00	25,000.00	14,000.00	14,000.00
Soil Erosion and Sedimentation Control	1	LS	500.00	500.00	6,800.00	6,800.00	555.00	555.00
Pavt, Rem	50	Syd	22.20	1,110.00	70.00	3,500.00	34.00	1,700.00
Maintenance Aggregate, 21AA	50	Ton	33.30	1,665.00	47.00	2,350.00	56.00	2,800.00
Sanitary Sewer CIPP Lining, 8 inch	2,510	Ft	26.20	65,762.00	30.00	75,300.00	37.00	92,870.00
Sanitary Sewer CIPP Lining, 18 inch	445	Ft	58.50	26,032.50	62.00	27,590.00	92.00	40,940.00
Sanitary Sewer CIPP Lining, 24 inch	345	Ft	88.00	30,360.00	78.00	26,910.00	165.00	56,925.00
Sewer Rehab, Spot Repair, 8 inch	200	Ft	171.00	34,200.00	325.00	65,000.00	255.00	51,000.00
Sanitary Lateral Connection, Post CIPP Grouting	100	Ea	522.00	52,200.00	545.00	54,500.00	525.00	52,500.00
Sewer Rehab, Grout Joint, 8 inch	630	Ea	93.00	58,590.00	98.00	61,740.00	93.00	58,590.00
Sewer Rehab, Grout Joint, 10 inch	260	Ea	151.00	39,260.00	158.00	41,080.00	151.00	39,260.00
Sanitary Sewer Repair, Open Cut Trench, 8 inch	24	Ft	344.00	8,256.00	232.00	5,568.00	1,090.00	26,160.00
Sanitary Sewer Repair, Open Cut Trench, 10 inch	24	Ft	350.00	8,400.00	232.00	5,568.00	1,225.00	29,400.00
Sanitary Sewer Repair, Open Cut Trench, 24 inch	24	Ft	389.00	9,336.00	1,100.00	26,400.00	1,555.00	37,320.00
Sanitary Manhole, Reconstruct	1	Ea	8,000.00	8,000.00	8,700.00	8,700.00	13,300.00	13,300.00
Manhole, Line Chimney	25	Ft	333.00	8,325.00	348.00	8,700.00	334.00	8,350.00
Manhole, Interior Lining, Polyurea	135	Ft	247.00	33,345.00	258.00	34,830.00	247.00	33,345.00
Manhole, Replace Chimney	15	Ft	740.00	11,100.00	1,158.00	17,370.00	670.00	10,050.00
Heavy Cleaning	40	Hr	250.00	10,000.00	1,064.00	42,560.00	460.00	18,400.00
Surface Restoration, Seeding	1	LS	500.00	500.00	3,476.00	3,476.00	1,100.00	1,100.00
SANITARY SEWER REHAB SUBTOTAL				\$424,167.50		\$559,442.00		\$600,565.00

City of Owosso Bid Tabulation Sheet

Date: 1/18/19

Subject: Sanitary and Sewer Rehabilitation Bid

Page 2

			Inland Waters Pollution Control Inc.		Granite Inliner LLC		Insight Pipe Contracting LLC	
			Bid Unit	Bid Price	Bid Unit Price	Bid Price	Bid Unit	Bid Price
STORM SEWER REHAB								
Mobilization	1	LS	8,560.00	8,560.00	\$16,900.00	16,900.00	8,000.00	8,000.00
Traffic Maintenance and Control	1	LS	1,000.00	1,000.00	\$25,100.00	25,100.00	5,000.00	5,000.00
Soil Erosion and Sedimentation Control	1	LS	500.00	500.00	\$5,800.00	5,800.00	555.00	555.00
Storm Sewer CIPP Lining, 12 inch	1,720	Ft	38.20	65,704.00	\$48.00	82,560.00	49.00	84,280.00
Storm Sewer CIPP Lining, 15 inch	1,060	Ft	48.20	51,092.00	\$55.00	58,300.00	68.00	72,080.00
Storm Sewer CIPP Lining, 18 inch	240	Ft	54.70	13,128.00	\$72.00	17,280.00	98.00	23,520.00
Storm Sewer CIPP Lining, 24 inch	1,700	Ft	77.70	132,090.00	\$72.00	122,400.00	110.00	187,000.00
Sanitary Sewer Repair, Open Cut Trench, 18 inch	80	Ft	139.00	11,120.00	\$927.00	74,160.00	311.00	24,880.00
Storm Lateral Connection, Post CIPP Grouting	50	Ea	934.00	46,700.00	\$974.00	48,700.00	900.00	45,000.00
Heavy Cleaning	40	Hr	250.00	10,000.00	\$1,064.00	42,560.00	460.00	18,400.00
Manhole, Replace Chimney	4	Ft	1,111.00	4,444.00	\$1,158.00	4,632.00	667.00	2,668.00
Surface Restoration, Seeding	1	LS	500.00	500.00	\$3,476.00	3,476.00	1,100.00	1,100.00
STORM SEWER REHAB SUBTOTAL				\$344,838.00		\$501,868.00		\$472,483.00
TOTAL BID PRICE				\$769,005.50		\$1,061,310.00		\$1,073,048.00

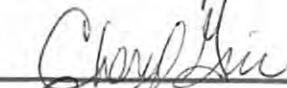
DEPT.
HEAD:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

4/1/2019

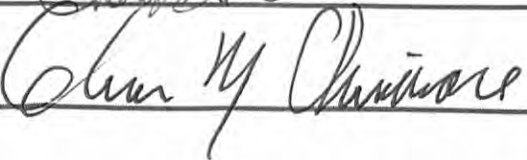
AWARDED:

PURCH.
AGENT:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

4/1/2019

COUNCIL
APPROVED:STAFF
REC.:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

N/A

PO NUMBER:



MEMORANDUM

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

DATE: January 18, 2019

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: MDEQ Sewer Revolving Fund (SRF) Project Application - Bradley Street Retention Basin

RECOMMENDATION:

Authorization to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan as addendum No. 10, for engineering services to develop and submit an SRF Project Application to the Michigan Department of Environmental Quality in the amount of \$30,000.00, to secure funding for construction of a retention basin and lift station.

BACKGROUND:

The city of Owosso is currently under an Administrative Consent Order by the Michigan Department of Environmental Quality, for reoccurring Sanitary Sewer Overflows (SSOs) to the Shiawassee River. SSO events routinely occur at two manholes along the Shiawassee River near N. Shiawassee Street and at the end of Union Street. The choke point in the collection system is at N. Chipman and Beehler Streets, where a 27-inch interceptor along the river runs head-on into flows coming up from the south through a 12-inch sanitary sewer pipe, where both compete to enter into a 30-inch sewer pipe flowing north to the wastewater treatment plant. During high rain events, the sewer backs up at that point and surcharges out of the two manhole locations as previously noted.

The proposed retention basin would be located on city property (old Vaungard site) located at 1000 Bradley Street, and the proposed pumping station would be located on city property located at 1122 Beehler Street. Excessive flows would be pumped from the 27-inch interceptor to the retention basin and then gravity flow back to the 27-inch interceptor when collection system piping capacity becomes available.

Construction of the 1.0 million gallon retention basin is currently projected to cost \$3.5 million. Pending approval of city council and SRF funding availability, this project would commence in 2020. Funding from the SRF Loan Program (once approved for funding) would be available for use for a period of 5 years. At present SRF loan interest rates are at 2%, with varying principal payback option up to 30 years.

FISCAL IMPACTS: Project application engineering services in the amount of \$30,000.00 will be provided from the wastewater fund account.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) OHM Proposal

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 10 TO
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution No. 69-2017 on May 15, 2017; and

WHEREAS, the city and Director of Public Services & Utilities recommends making application to the Michigan Department of Environmental Quality (MDEQ) for a Sewer Revolving Fund (SRF) loan to secure financing for construction of a 1.0 million gallon retention basin; and

WHEREAS, OHM Advisors has provided a proposal for developing a project application for submission to the MDEQ in the amount of \$30,000.00; and

WHEREAS, the Director of Public Services has reviewed the proposal and has determined that the project proposal is fair and reasonable, and necessary for securing SRF funding for construction of a 1.0 million retention basin, in order to pursue compliance with a Michigan Department of Environmental Quality (MDEQ) Consent Order regarding Sanitary Sewer Overflows (SSO's).

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 expand the contract approved by Resolution No. 69-2017 on May 15, 2017 with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors to include engineering services for the development and submission of a MDEQ SRF Project Application to secure funding for the engineering design and construction of a retention basin at 1000 Bradley Street and a and pump station located at 1122 Beehler Street.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors in an amount not to exceed \$30,000.00 for said engineering services.

THIRD: The above expenses shall be paid for from the Wastewater Fund Account.



January 16, 2019

Mr. Glenn M. Chinavare
Director of Public Services
City of Owosso
301 West Main
Owosso, MI 48867

RE: State Revolving Fund (SRF) Project Plan
Beehler Wastewater Detention Basin

Dear Mr. Chinavare,

OHM Advisors is pleased to submit this proposal to prepare a State Revolving Fund (SRF) Project Plan for submittal to the Michigan Department of Environmental Quality (MDEQ) for installation of the Beehler Wastewater Detention Basin. Below is a summary of the project work tasks that are related to the development of the Project Plan.

PROJECT UNDERSTANDING

The City of Owosso (City) is seeking a SRF loan to fund the construction of a waste water detention system near the corner of Beehler and Lyon. The waste water detention basin will be a ground storage tank located on the site of the former Vaungarde, Inc. plant and the associated lift station will be located at 1112 Beehler Street. This site has been identified as a preferred location for a detention basin and pumping station to address issues identified by the MDEQ in the open Consent Order.

The City plans to finance the design for the project using monies separate from this SRF loan.

SCOPE OF SERVICES

The Project Plan process includes posting public notice of the project and holding a public hearing. The draft project plan must be available for community review for a minimum of 30 days preceding the public hearing. All costs associated with the notice and official recording of the public hearing by a court reporter will be the responsibility of the City. The various components of the SRF Project Plan include the following and meet MDEQ requirements:

- ▶ Project background including population, flows, existing facilities.
- ▶ Analysis of alternatives including cost estimates and present worth calculations for the detention basin only. Selected alternative description, schedule and user cost.
- ▶ Environmental impacts of the proposed work.
- ▶ Mitigation of the proposed work.
- ▶ Facilitation of public participation including the public meeting and public hearing.
- ▶ Update SRF report based on public comment, City, and MDEQ comments.
- ▶ Attachments including maps, figures and notification letters to federal and state agencies for environmental clearance.
- ▶ Submit the final project plan incorporating public participation documents and MDEQ review comments.



SCHEDULE

The final project plan will be due to MDEQ by July 1, 2019 for FY 2020 funding. The following schedule is proposed.

Preliminary meeting with MDEQ	January 16, 2019
Submit Preliminary Project Plan to MDEQ	April 1, 2019
Advertise for Public Hearing	April 1, 2019
SRF Public Hearing	May 6, 2019
City Council Resolution	May 6 th or 20 th , 2019
Submit Final Project Plan to MDEQ	June 15, 2019

FEES

The services outlined above will be performed on an hourly basis in accordance with the Professional Engineering Services Agreement dated May 15, 2017 between the City of Owosso and OHM Advisors for a not to exceed total fee of **\$30,000** based on our 2019 rates.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to another successful project with the city.

Sincerely,

Matt Kennedy, P.E.
OHM Advisors

cc: Chuck Rolfe, OHM

SRF Project Plan - Beehler Wastewater Detention Basin Professional Services

Accepted By: _____

Title: _____

Date: _____

OHM ADVISORS 2019 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV	\$175.00
Professional Engineer III/Architect III	\$158.00
Professional Engineer II/Architect II	\$145.00
Professional Engineer I/Architect I	\$133.00
Graduate Engineer IV	\$138.00
Graduate Engineer III	\$130.00
Graduate Engineer II	\$125.00
Graduate Engineer I	\$115.00
Graduate Architect III/Landscape Architect III	\$125.00
Graduate Architect II/Landscape Architect II	\$105.00
Graduate Architect I/Landscape Architect I	\$95.00
Technician IV	\$132.00
Technician III	\$115.00
Technician II	\$98.00
Technician I	\$78.00
Engineering/Architectural Aide	\$62.00
Professional Surveyor III	\$158.00
Professional Surveyor II	\$145.00
Professional Surveyor I	\$132.00
Graduate Surveyor	\$113.00
Surveyor III	\$110.00
Surveyor II	\$102.00
Surveyor I	\$82.00
Surveyor Aide	\$60.00
Planner IV	\$158.00
Planner III	\$135.00
Planner II	\$115.00
Planner I	\$90.00
Planner Aide	\$62.00
Graphic Designer	\$108.00
Administrative Support	\$68.00
Clerical Aide	\$55.00
Principal	\$200.00
Sr. Associate	\$190.00
Associate	\$178.00

Rates as reflected subject to review and adjustment on an annual basis.



MEMORANDUM

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

DATE: January 18, 2019

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: MDEQ Sewer Revolving Fund (SRF) Project Application - Wastewater Treatment Plant Capital Process Equipment Upgrades

RECOMMENDATION:

Authorization to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan as amendment No. 5, for engineering services to develop and submit an SRF Project Application to the Michigan Department of Environmental Quality in the amount of \$70,000.00, to secure funding for process equipment upgrades.

BACKGROUND:

The city of Owosso completed a Michigan Department of Environmental Quality (MDEQ) Storm and Wastewater (SAW) Grant at the end of 2017. The purpose of this grant was to develop an Asset Management Plan and conduct a condition assessment of physical treatment plant process. While some of these improvements have since been paid for from existing capital reserves, these reserve balances are quickly depleting and debt financing is the only option for securing the needed capital to address the aging infrastructure needs.

Staff is proposing a two phase project application funding approach. Phase I most urgent capital projects include removal and replacement of Influent Screw Pumps, removal and replacement of three (3) Nitrification Towers, and replacement of the Grit Collection System. Phase II capital projects include; two (2) Secondary Clarifier construction, replacement of Rapid Sand Filters, replace Belt Filter Press, construction of Equalization Basin as an alternative consideration.

Phase I project costs currently estimated at \$5,210,000.00. Phase II project costs currently estimated at \$6,150,000 (excluding Equalization Basin).

Pending approval of city council and SRF funding availability, Phase I projects would commence as early as 2020. Funding from the SRF Loan Program (once approved for funding) would be available for use for a period of 5 years. At present SRF loan interest rates are at 2%, with varying principal payback option up to 30 years.

FISCAL IMPACTS: Project application engineering services in the amount of \$70,000.00 will be provided from the wastewater fund account.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) C2ae Proposal

RESOLUTION NO.

**AUTHORIZING ADDENDUM NO. 5 TO THE AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
WITH CAPITAL CONSULTANTS, INC. D/B/A C2AE**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Capital Consultants, Inc. d/b/a C2AE by the adoption of Resolution No. 115-2013 on October 21, 2013; and

WHEREAS, the city and Director of Public Services & Utilities recommends making application to the Michigan Department of Environmental Quality (MDEQ) for a Sewer Revolving Fund (SRF) loan to secure financing for various capital process equipment upgrades at the Wastewater Treatment Plant; and

WHEREAS, C2AE has provided a proposal for developing a project application for submission to the MDEQ in the amount of \$70,000.00; and

WHEREAS, the Director of Public Services has reviewed the proposal and has determined that the project proposal is fair and reasonable, and necessary for securing SRF funding for Phase I and Phase II of process equipment replacements as identified in the Wastewater Treatment Plant Asset Management Plan.

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 Capital Consultants, Inc. d/b/a C2AE for engineering services to develop and submit a project plan to the MDEQ to secure low interest SRF loan financing for various capital process equipment replacements as identified in the Wastewater Treatment Plant Asset Management Plan.
- SECOND: The accounts payable department is authorized to submit payment to Capital Consultants, Inc. d/b/a C2AE in the amount not to exceed \$70,000.00.
- THIRD: The above expenses shall be paid from the Wastewater Fund Account.



106 W. Allegan St. Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

January 17, 2019

Mr. Glenn Chinavare
Utilities Director
City of Owosso
301 West Main Street
Owosso, Michigan 48867

**Re: Proposal for Professional Services
MDEQ SRF Project Plan Preparation,
Mid-Shiawassee County WWTP
DeWitt Charter Township, Clinton County, MI**

Dear Mr. Chinavare:

Pursuant to previous discussions with the City, C2AE is pleased to submit our proposal for professional services for completion of MDEQ SRF Project Plan Preparation, Mid-Shiawassee County WWTP.

PROJECT UNDERSTANDING

The City of Owosso is working toward implementing improvements for the wastewater treatment plant (WWTP) identified in the City's capital improvement plan. The Michigan Dept. of Environmental Quality (MDEQ) currently has funding available to assist communities with wastewater improvements by providing low interest loans, known as the State Revolving Fund (SRF).

The programs requires conducting significant investigations, research and study in order to create a project plan that conforms to the funding requirements and details. Outlined below are the tasks associated to provide the research, evaluation and study to identify the SRF fundable project and create the required project plan.

SCOPE OF SERVICES:

1. Meetings: C2AE will have monthly progress meetings with the City to keep everyone coordinated. Monthly progress reports will also be generated from each meeting.
2. Public Participation: Attend and conduct one (1) public information hearing, in accordance with SRF requirements.
3. Alternative Analysis: Evaluate existing and future WWTP flows from the four contractual owners. Evaluate alternatives and equipment technology available.
4. Evaluation of Environmental Impacts: The complete Treatment plant site will be evaluated for environmental impacts to the environment, and surrounding area caused by any impacts the project may have, directly or indirectly.
5. Draft Report: Prepare and submit, to the City and Michigan Dept. of Environmental Quality for review and comment, a draft Project Plan in accordance with the document titled Clean Water Revolving Funds (SRF) Project Plan Preparation Guidance one Project Plan covering all needed improvements will be prepared; furnish up to four (4) copies of the draft plan to the City for distribution.

6. Cost Opinions/Life Cycle Cost Analysis: Prepare construction cost opinions for the identified improvements; conduct life cycle cost analysis to determine cost-effective alternative.
7. Project Plan Submittal: Coordinate submittal of the Project Plan to MDEQ by July 1, 2019 as required by the SRF/SWQIF requirements.

ASSUMPTIONS:

- Data obtained during the SAW report will be used during preparation on this report.
- The City will provide all necessary flow information and sampling results
- City staff will coordinate and schedule the special meeting for the required public hearing.
- City will provide the required stenographer for documentation of the public hearing

SCHEDULE:

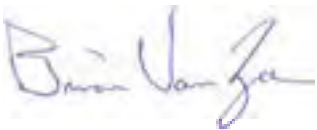
Kick off Meeting with Client	January 24, 2019
Environmental Evaluation	February through April 30, 2019
Draft Plan to MDEQ	May 1, 2019
Public Hearing	June 4, 2019
Submit Project Plan to MDEQ	July 1, 2019

FEE:

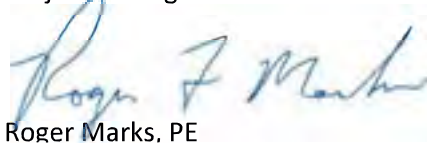
C2AE proposes to provide the services, as outlined herein, on a time and material basis for a not-to-exceed fee of \$70,000. Invoices will be forwarded on a monthly basis reflecting the level of work completed and are due upon receipt.

We appreciate the opportunity to submit this proposal for consideration and look forward to working with the City on this project. If the terms stated in this proposal are acceptable, please countersign and return one (1) copy to our office. If you have questions regarding our proposal, please contact us. Thank you.

Sincerely,
C2AE



Brian W. VanZee
Project Manager



Roger Marks, PE
Government Leader

ACCEPTED:
CITY OF OWOSSO, MICHIGAN

By: _____

DATE: _____



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

MEMORANDUM

DATE: January 2, 2019

TO: City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: Contract with Logicalis for Network Administrator

I have attached a Project Change Request for our Network Administrator Jeff Kish (to extend his contract for 2019). He has worked with the city for many years. I want to ensure that we follow the correct procedures and send to council for approval. Given the additional anticipated work for the 2019 calendar year, I am putting a buffer in to the contracted amount of \$81,536 and increasing it to \$90,000.

RESOLUTION NO.

ADOPTING THE LOGICALIS, INC. PROJECT CHANGE REQUEST FOR JEFF KISH

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

WHEREAS, said network requires the services of a skilled professional to continue to function properly; and

WHEREAS, the city contracts with Logicalis, Inc. for the provision of network administrator services; and

WHEREAS, the city council must adopt a resolution authorizing the terms of the contract for the calendar year effective January 1, 2019 through December 31, 2019.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to continue the contract with Logicalis, Inc. for network administrator services for the year beginning January 1, 2019.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Project Change Request between the City of Owosso and Logicalis, Inc.
- THIRD: The accounts payable department is authorized to pay Logicalis, Inc. for work satisfactorily performed in an amount not to exceed \$90,000.00.
- FOURTH: The above expenses shall be paid from Account No. 101-258-818000.
- FIFTH: All prior resolutions and documents for the *Logicalis Network Administrator Services and/or Staffing SOW* are rescinded as of January 1, 2019.

PROJECT CHANGE REQUEST

Date:	December 4, 2018
Customer Name:	City of Owosso
Customer Contact Person:	Jessica Unangst
Engagement Name and Number:	City of Owosso - Network Administrator: Jeff Kish - SOW - 0219425
PCR Iteration:	PCR 01 – Extend Contract
Account Executive:	Darrell Potie
SOW Number:	SOW CITY8010849
This Project Change Request (PCR) amends the Statement of Work, dated 12/20/2017, between Logicalis, Inc. and City of Owosso. A Project Change Request is solely for the purpose of revisions to the Scope of Work and/or Pricing Information section(s) of the Statement of Work. Project Change Requests shall not be utilized for any revisions to the legal terms or conditions of any agreement. All other terms of the Statement of Work and/or agreement remain in effect and are incorporated herein by reference.	

Description of Project Change Request

The purpose of this Project Change Request is to extend the contract

Schedule Impact of Project Change Request

Extend contract 1/1/2019 – 12/31/2019

Estimated Cost Impact of Project Change Request

<i>Anticipated Personnel Role</i>	<i>Hourly Rate</i>	<i>Contract Hours</i>	<i>Estimated Duration</i>
Jeff Kish	\$98.00	16/week Total hours = 832 hours	1/1/2019 through 12/31/2019
The following Skills will be provided: On-Site Support			



Acceptance Process

Acceptance:

To authorize the change(s) detailed in this Project Change Request document, please return two (2) signed copies of this document along with a copy of the Purchase Order, if required. Alternatively, you may FAX a copy to (248) 232-5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention.

Accepted By:

City of Owosso

Accepted By:

Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Applied Manufacturing Technologies
P.O. Number (if provided)

Logicalis Engagement Number
(when available)

Billing Contact:

Jessica Unangst
City of Owosso
301 W Main St
Owosso, Michigan 48867
989-725-0552

Billing Contact Correction:

Cc: Darrell Potie, Auggie Lagnese, Deb Bandico

ATTEST:

Amy K. Kirkland, City Clerk

Date



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

MEMORANDUM

DATE: January 2, 2019

TO: Mayor Eveleth and the Owosso City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: Firewall Upgrade

The City of Owosso's existing firewall reaches the end of hardware support on August 31, 2022. This gives us nearly four years of additional use by upgrading the current system (as opposed to buying a new firewall for nearly \$30,000). This upgrade to our existing firewall also gives us the next generation firewall capabilities along with much better protection against Malware and new vulnerabilities. The amount of phishing scams, data encryption and Malware incidents are exploding on the internet and we are very vulnerable right now as new threats have reduced the effectiveness of our older firewall solution. The quoted pricing is through Logicalis, Inc., our IT services vendor. I recommend approval and authorization of the firewall upgrade for a grand total of \$13,765.83 through Logicalis, Inc.

RESOLUTION NO.

**ADOPTING THE LOGICALIS, INC. ASA UPGRADE OPTION QUOTATION # 2018-27783V2
FOR UPGRADE OF THE CITY'S IT FIREWALL**

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

WHEREAS, said network is protected by a firewall designed to shield it from cyber-attacks and threats; and

WHEREAS, said firewall requires updating from time-to-time to ensure it is capable of protecting the network from the latest threats; and

WHEREAS, the Code of Ordinances of the City of Owosso provides an exception to the competitive bidding requirements when professional services are sought; and

WHEREAS, the city obtained a quote from its network engineering provider, Logicalis, Inc., for a firewall upgrade; and

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

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to waive the competitive bidding requirements and upgrade the city's current IT firewall system to ensure it remains able to defend the city network from the latest cyber-threats.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as ASA Upgrade Option Quotation # 2018-27783v2 between the City of Owosso and Logicalis, Inc.
- THIRD: The accounts payable department is authorized to pay Logicalis, Inc. for work satisfactorily performed in an amount not to exceed \$13,765.83.
- FOURTH: The above expenses shall be paid from Account No. 401-000-980.100.

ASA Upgrade Option Quotation # 2018-27783v2

Prepared By Logicalis for:
City of Owosso

*To the attention of :
Jessica Unangst
City of Owosso
301 W Main St
Owosso, Michigan 48867
Tel: 989-725-0552
Email: jessica.unangst@ci.owosso.mi.us*

December 05, 2018

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$392.45
Software	\$4,007.50
Hardware Maintenance	\$63.88
Software Maintenance	\$102.00
Professional Services	\$9,200.00
Grand Total	\$13,765.83



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/solutions-and-services/logicalis-financial-services/

ASA Upgrade Option
Quotation # 2018-27783v2

Customer Name & Address	Logicalis Account Executive
Jessica Unangst City of Owosso 301 W Main St Owosso, Michigan 48867 989-725-0552 jessica.unangst@ci.owosso.mi.us	Darrell Potie 120 N Washington Sq Suite 600 Lansing, MI 48933 +1 5173361039 darrell.potie@us.logicalis.com
Bill To Address	Ship to Address
City of Owosso 301 W Main St Owosso, MI 48867-2915	

Quotation expiration date: June 6, 2019

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
1	1	ASA5500X-SSD 120=	ASA 5512-X through 5555-X 120 GB MLC SED SSD (Spare)	\$392.45	\$392.45
2	1	CON-SNT-ASD1 20	Cisco SMARTnet SNTC-8X5XNBD ASA 5512-X Term: 12-Months	\$63.88	\$63.88
3	1	ASA5515-CTRL-LIC=	Cisco ASA5515 Control License	\$0.00	\$0.00
4	1	FS-VMW-2-SW-K9	Cisco Firepower Management Center;(VMWare) for 2 devices	\$235.00	\$235.00
5	1	CON-ECMUS-VM WSW2	SOLN SUPP SWSS Cisco Firepower Management Center; (VMWare) for 2 devices - Term: 12 Months	\$102.00	\$102.00
6	1	L-ASA5515-TAM=	Cisco ASA5515 FirePOWER IPS and AMP Licenses	\$0.00	\$0.00
7	1	L-ASA5515-TA M-1Y	Cisco ASA5515 FirePOWER IPS and AMP 1YR Subs.	\$1,029.30	\$1,029.30
8	1	UMBRELLA-SUB	Cisco Umbrella Cloud Security Subscription	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
9	80	UMB-INSIGHTS-K9	Cisco Umbrella Insights offers everything in the Professional; package plus user-based policies with Active Directory integration; Ue ability to retain logs forever; and advanced reporting.RL and IP-layer enforcement; custom URL blocklists; file inspection	\$34.29	\$2,743.20
10	1	UMB-SUPT-B	Umbrella Support - Basic	\$0.00	\$0.00
11	1	CTR-CLOUD-LIC	Cisco Threat Response for bundling with XaaS Offers	\$0.00	\$0.00
<i>Products Subtotal</i>					\$4,565.83
Services - Fixed Fee					
12	1	PS	Project Initiation	\$4,600.00	\$4,600.00
13	1	PS	Project Completion	\$4,600.00	\$4,600.00
<i>Services Fixed Fee Subtotal</i>					\$9,200.00

Grand Total	
Products and Services Subtotal:	\$13,765.83
Grand Total:	\$13,765.83

Services Statement of Work

Communication & Network Services - Security

Tasks and Activities

- 1 Plan for Cisco Security
 - 1.1 Data Gathering
 - 1.1.1 Review and validation of the project implementation strategy, documentation and desired outcomes
 - 1.1.2 Gather existing network/system Information
 - 1.2 Implementation Planning
 - 1.2.1 Define implementation details for Cisco firewall implementation
 - 1.2.2 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 2 Implement for Cisco Security
 - 2.1 FirePOWER Services on ASA
 - 2.1.1 Install FirePOWER software on (1) firewalls or convert existing module to FirePOWER
 - 2.1.2 Configure (1) FirePOWER initial IP information (hostname, IP and manager's IP)
 - 2.1.3 Configure (1) firewall modular policy framework to redirect traffic
 - 2.1.4 Install FirePOWER Management Centre on Customer-provided virtual machine(s)
 - 2.1.5 Configure FirePOWER Management (add sensors, update Vulnerability and Fingerprint databases)
 - 2.1.6 Install update/patch to (2) FirePOWER Management Centre
 - 2.1.7 Configure (4) basic access control policies for sensor (includes one AMP upload and download Policy and five group-based URL filter policies each)
- 3 Upgrade for Cisco Security
 - 3.1 Cisco Adaptive Security Appliance (ASA)
 - 3.1.1 Upgrade (1) ASA OS (post 8.4)
 - 3.2 Intrusion Prevention Service (IPS) (ASA & Cisco Appliance)
 - 3.2.1 Insert (1) memory upgrade(s)
 - 3.3 FirePOWER Services on ASA
 - 3.3.1 Install (1) update signatures
- 4 Validate
 - 4.1 Cutover
 - 4.1.1 Cutover system into production (including testing)
- 5 Support
 - 5.1 Knowledge Transfer
 - 5.1.1 Complete (4) hours of system admin knowledge transfer including content creation
 - 5.2 Day One Support
 - 5.2.1 Provide (4) hours of first business day support

Deliverables

- As Built document with device configuration files
- Implementation Plan

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Coordination

Planning

- Project coordination phone call
- Resource scheduling
- High-level milestone timeline

Execution

- Product tracking, if applicable

- Project status email or call, as required
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable

Closing

- Project Closure and Acceptance processing

Assumptions / Customer Responsibilities

Customer will provide adequate rack space, power, and required patch cables.

Customer will provide the appropriate VM (ESXi) to load the FireSight Manager on.

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.

Terms Applicable for Services Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
City of Owosso

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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ATTEST:

Amy K. Kirkland, City Clerk

Date



MEMORANDUM

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

DATE: January 15, 2019

TO: Mayor Eveleth and the Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: Setting date/time for Council Retreat

I recommend Council call a special meeting for Tuesday, January 29, 2019 from 5:30 pm to 9:30 pm to be held in the Conference Room at The Armory for the purpose of discussing Council's goals for the coming year.

To: Owosso City Council

From: Building Department

Date: 01/03/2019

Building Department Report DECEMBER 2018

Category	Estimated Cost	Permit Fee	Number of Permits
Electrical	\$0	\$2,320	16
Mechanical	\$0	\$3,970	22
Plumbing	\$0	\$1,705	8
RAMP	\$3,000	\$0	2
RES. ADD/ALTER/REPAIR	\$32,500	\$710	4
RES. MOBILE	\$280,000	\$2,260	7
ROOF	\$59,500	\$930	5
ROW-ENG	\$0	\$20	1
ROW-OTHER	\$0	\$0	1
ROW-UTILITY	\$0	\$40	2
SOLAR PANELS	\$12,000	\$260	1
VACANT PROPERTY REGI	\$0	\$200	2
WINDOWS	\$4,923	\$260	2
Totals	\$391,923	\$12,675	73

2017 COMPARISON TOTALS

DECEMBER 2017 Totals **\$195,375** **\$10,650** **66**

BUILDING PERMITS ONLY - **20**

Enforcements By Category**01/03/19**

1 / 5

DECEMBER 2018

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0929	601 GLENWOOD AVE	LETTER SENT	CONTACTED PROPERTY OWNER	12/04/18	01/03/2019		N
ENF 18-0932	221 CASS ST	CONTACT WITH OWNER	RESOLVED	12/04/18		12/07/18	Y
ENF 18-0938	203 N CEDAR ST	LETTER SENT	RESOLVED	12/06/18		12/26/18	Y
ENF 18-0939	736 GRAND AVE	CONTACT WITH OWNER	RESOLVED	12/06/18		12/20/18	N
ENF 18-0946	1025 S CHIPMAN ST	LETTER SENT	RESOLVED	12/11/18		12/20/18	N
ENF 18-0947	1309 PEARCE ST	CONTACT WITH OCCUPANT	RESOLVED	12/11/18	01/21/2019	12/20/18	N
ENF 18-0949	114 S CHIPMAN ST	CONTACT WITH OWNER	RESOLVED	12/12/18		12/18/18	Y
ENF 18-0970	802 ALGER AVE	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/10/2019		N
ENF 18-0975	311 DIMMICK ST	COMPLAINT LOGGED	LETTER SENT	12/28/18	01/09/2019		Y
Total Entries:				9			

BRUSH PILES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0936	723 FRAZER AVE	COMPLAINT LOGGED	LETTER SENT	12/05/18	01/03/2019		N
Total Entries:				1			

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0928	309 GREEN ST	COMPLAINT LOGGED	LETTER SENT	12/03/18	05/15/2019		VAC COMM
ENF 18-0937	1301 W MAIN ST	COMPLAINT LOGGED	LETTER SENT	12/05/18	06/03/2019		COMM
ENF 18-0942	804 W MAIN ST	CONTACT WITH OWNER	LETTER SENT	12/10/18	05/01/2019		COMM VAC
ENF 18-0953	300 W MAIN ST	REF TO BLDG OFFICIAL	RECHECK	12/13/18	01/07/2019		COMM
Total Entries:				4			

Enforcements By Category**01/03/19**

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DECEMBER 2018

DEMOLITION

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0955	714 ABREY AVE	COMPLAINT LOGGED	LETTER SENT	12/18/18	01/02/2019		N
Total Entries:				1			

DOG FECES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0958	1419 RENFREW 210	LETTER SENT	CLOSED	12/19/18		12/19/18	Y
ENF 18-0959	1421 RENFREW 211	LETTER SENT	CLOSED	12/19/18		12/19/18	Y
ENF 18-0972	813 BRADLEY ST	COMPLAINT LOGGED	LETTER SENT	12/27/18	01/02/2019		N
Total Entries:				3			

DRAIN ISSUES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0944	1161 BLUESTEM CT	CONTACT WITH CONTRAC'	CLOSED	12/11/18		12/13/18	N
ENF 18-0945	1121 BLUESTEM CT	CONTACT WITH CONTRAC'	CLOSED	12/11/18		12/13/18	N
ENF 18-0966	1400 WHITEHAVEN CT	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/09/2019		N
Total Entries:				3			

FENCE VIOLATION

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0934	905 W OLIVER ST	INSPECTED PROPERTY	LETTER SENT	12/05/18	04/01/2019		N
ENF 18-0961	519 S CHIPMAN ST	CONTACT WITH BUSINESS	CLOSED	12/20/18		12/27/18	COMM
Total Entries:				2			

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
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Enforcements By Category**01/03/19**

3 / 5

DECEMBER 2018

ENF 18-0935	911 N CHIPMAN ST	INSPECTED PROPERTY	RESOLVED	12/05/18		12/13/18	N
ENF 18-0956	920 DIVISION ST	COMPLAINT LOGGED	LETTER SENT	12/19/18	01/03/2019		Y
ENF 18-0963	732 GRAND AVE	COMPLAINT LOGGED	LETTER SENT	12/20/18	01/03/2019		N
ENF 18-0969	713 E OLIVER ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/09/2019		Y
Total Entries:				4			

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0930	212 CASS ST	LETTER SENT	RESOLVED	12/04/18		12/10/18	Y
ENF 18-0941	216 N SAGINAW ST	CONTACT WITH OWNER	RESOLVED	12/10/18		12/19/18	Y
ENF 18-0957	616 ALGER AVE	COMPLAINT LOGGED	LETTER SENT	12/19/18	01/10/2019		N
ENF 18-0967	320 N DEWEY ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/10/2019		Y
ENF 18-0974	611 ADAMS ST	COMPLAINT LOGGED	LETTER SENT	12/27/18	01/14/2019		Y
ENF 18-0976	203 S DEWEY ST	INSPECTED PROPERTY	RESOLVED	12/28/18		01/02/19	N
ENF 18-0977	818 S LYON ST	COMPLAINT LOGGED	LETTER SENT	12/28/18	01/09/2019		Y
ENF 18-0979	409 E MASON ST	COMPLAINT LOGGED	LETTER SENT	12/28/18	01/14/2019		N
Total Entries:				8			

HEALTH & SAFETY

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0954	503 STATE ST	COMPLAINT LOGGED	LETTER SENT	12/17/18	01/14/2019		Y
Total Entries:				1			

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0926	707 LYNN ST	COMPLAINT LOGGED	LETTER SENT	12/03/18	01/03/2019		N

Enforcements By Category**01/03/19**

4 / 5

DECEMBER 2018

ENF 18-0948	320 CASS ST	COMPLAINT LOGGED	CLOSED	12/12/18		12/19/18	Y
ENF 18-0971	402 S CHIPMAN ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/04/2019		N

Total Entries: 3**MULTIPLE VIOLATIONS**

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0931	214 CASS ST	CONTACT WITH OWNER	RESOLVED	12/04/18		12/10/18	Y
ENF 18-0933	514 RIVER ST	INSPECTED PROPERTY	COMPLAINT LOGGED	12/05/18			
ENF 18-0940	813 BRADLEY ST	CONTACT WITH OCCUPAN'	EXTENSION GRANTED	12/10/18	01/16/2019		N
ENF 18-0965	514 N DEWEY ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/09/2019		N
Total Entries:				4			

NO BUILDING PERMIT

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0927	711 N WASHINGTON ST	CONTACT WITH CONTRAC'	CLOSED	12/03/18		12/13/18	N
ENF 18-0950	1305 MACK ST	CONTACT WITH OWNER	CLOSED	12/12/18		12/21/18	Y
ENF 18-0960	406 GILBERT ST	OBTAINED PERMIT	RESOLVED	12/20/18		01/02/19	VAC
ENF 18-0962	1106 S CEDAR ST	OBTAINED PERMIT	RESOLVED	12/20/18		12/20/18	N
Total Entries:				4			

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0952	1305 MACK ST	CONTACT WITH OWNER	CLOSED	12/12/18		12/21/18	N
ENF 18-0964	511 KEYTE ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/26/2019		Y
ENF 18-0978	818 S LYON ST	COMPLAINT LOGGED	LETTER SENT	12/28/18	01/28/2019		Y
Total Entries:				3			

Enforcements By Category

01/03/19

5 / 5

DECEMBER 2018

RV/CAMPER VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 18-0951	808 E NORTH ST	CONTACT WITH OWNER	DISMISSED	12/12/18		12/17/18	N
ENF 18-0968	511 KEYTE ST	COMPLAINT LOGGED	LETTER SENT	12/26/18	01/10/2019		Y
ENF 18-0973	304 S OAK ST	COMPLAINT LOGGED	LETTER SENT	12/27/18	01/17/2019		N
Total Entries:				3			

Total Records: 53

Total Pages: 5

RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental
N - No, it's not a rental - owner occupied
APTS - Apartment Building
COMM - Commercial
REPO - Repossession
TRAIL - Trailer Park
VAC - Vacant House
VL - Vacant Lot
IND - Industrial
HOME OCC - Home Occupied

*These are on-going complaints and will be resolved with compliance or possible court action.

Certificates Issued by Month for 2018

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
BENTLEY PARK RENTAL												
0	0	0	0	0	0	6	6	1	0	0	0	13
\$0.00	0.00	0.00	0.00	0.00	0.00	75.00	175.00	25.00	0.00	0.00	0.00	\$275.00
HARMON PATRIDGE PARK RENTAL												
0	0	0	0	0	0	7	5	4	0	0	0	16
\$0.00	0.00	0.00	0.00	0.00	0.00	225.00	125.00	100.00	0.00	0.00	0.00	\$450.00
Rental												
7	2	3	6	0	0	4	3	52	222	45	1	345
\$250.00	50.00	125.00	100.00	0.00	0.00	150.00	75.00	2,700.00	21,750.00	2,900.00	25.00	\$28,125.00
RESIDENTIAL DESIGNATED PARKING												
0	0	0	0	0	0	0	0	1	0	0	0	1
\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	700.00	0.00	0.00	0.00	\$700.00
RESIDENTIAL PARKING PERMIT												
0	0	0	0	0	0	0	3	3	0	3	0	9
\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
TOTALS:												
7	2	3	6	0	0	17	17	61	222	48	1	384
\$250.00	50.00	125.00	100.00	0.00	0.00	450.00	375.00	3,525.00	21,750.00	2,900.00	25.00	29,550.00

PARK RENTALS WERE TRANSFERRED TO THE BUILDING DEPARTMENT IN JULY 2018. THE NUMBERS IN THIS REPORT DO NOT REFLECT THE ENTIRE PARK RENTAL SEASON

Montly Inspection List

DECEMBER 2018

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections: 6

FIRE DEPARTMENT

RENTAL INSPECTORS

Total Inspections: 17

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections: 36

MCILMURRAY, WALT

CODE ENFORCEMENT OFFICIAL

Total Inspections: 39

THOMAS, BRYAN

ELECTRICAL INSPECTOR

Total Inspections: 120

Report Summary

Grand Total Inspections:

218



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: January 02, 2019
TO: Owosso City Council
FROM: Eric E. Cherry
Police Department Lieutenant
RE: December 2018 Police Reports

Attached are the statistics for the Police Department for December 2018. One report is an offense summary for the month of December, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in December. The officers completed three hundred forty five (345) field interviews this month, which are calls where a full criminal report is not needed. Your Owosso Police Officers arrested forty five (45) persons this month for fifty four (54) total offenses.

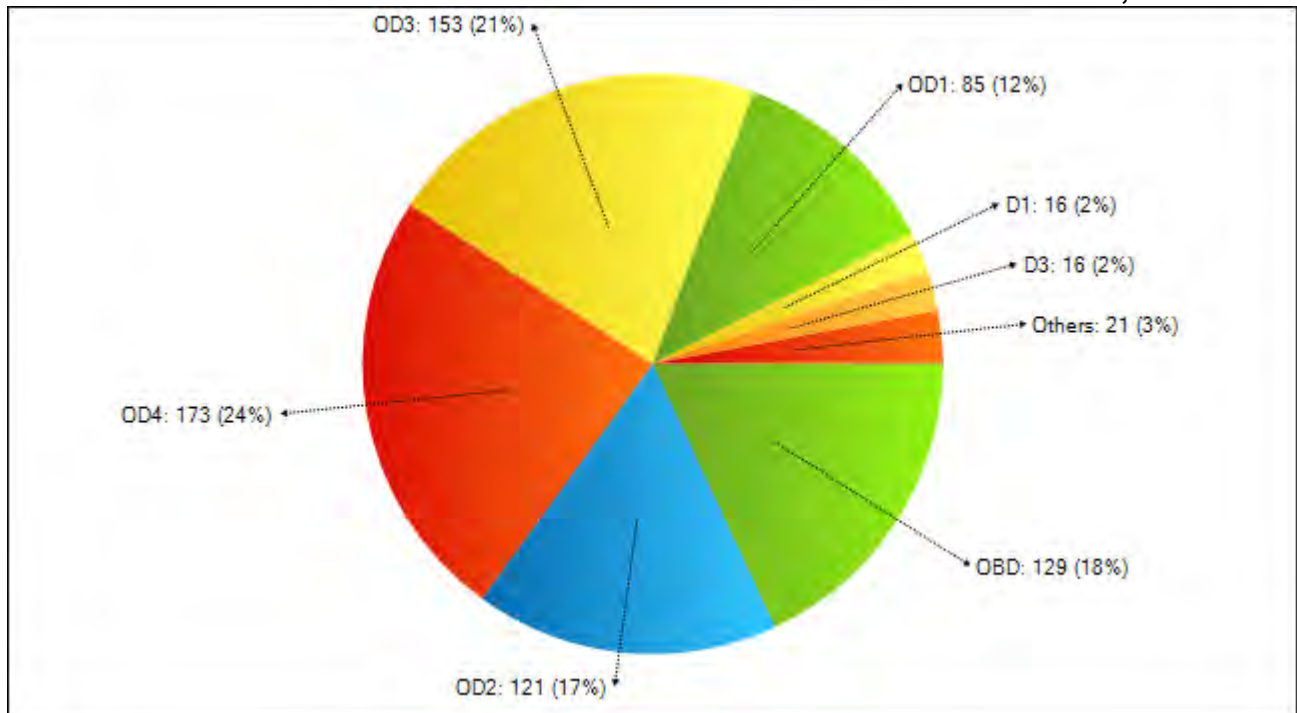
For December 2018 the police handled seven hundred fourteen (714) police events, two hundred nine (209) were traffic stops, about twenty nine (29) percent of their work activity.

On the following page are two (2) pie charts one showing calls handled by Owosso City Police District, there are five (5) districts within the City of Owosso. The second pie chart is calls throughout the county handled by agency.

Respectfully,

Lt. Eric E. Cherry

BELOW IS A BREAKDOWN OF POLICE EVENTS HANDLED BY OWOSSO POLICE, BY DISTRICT



OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)

OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)

OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)

OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office)

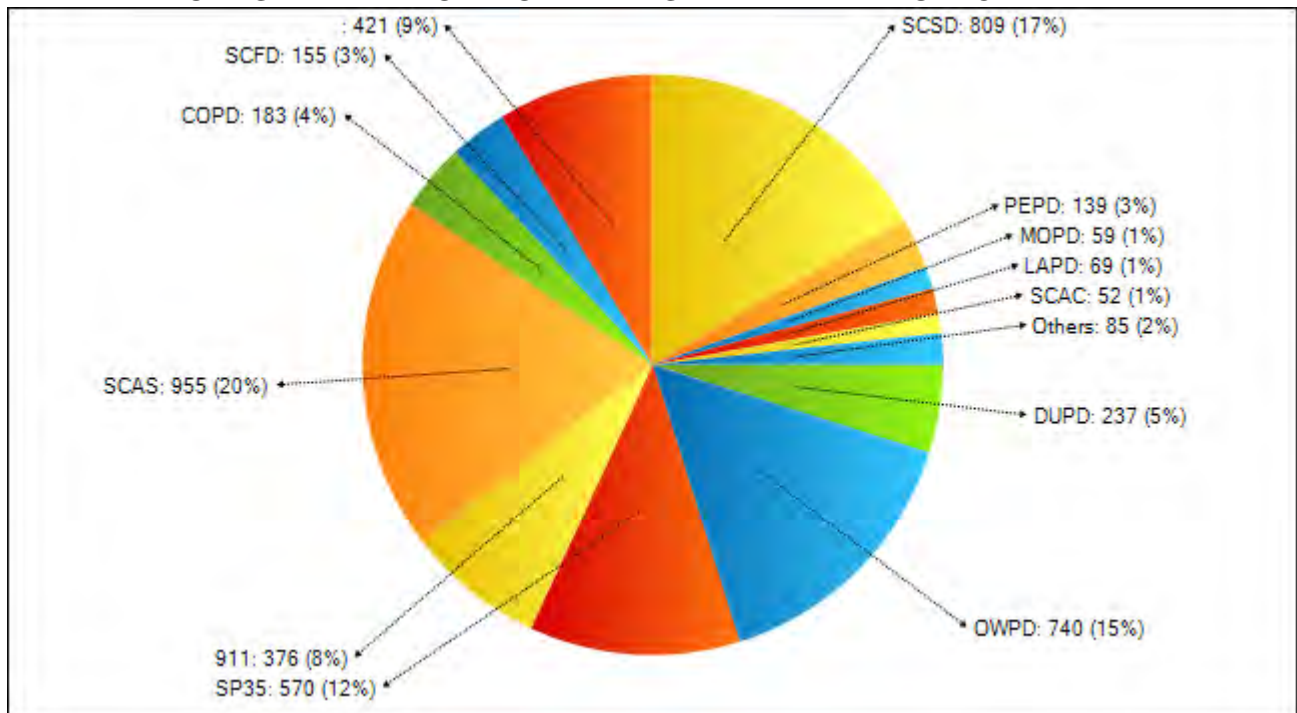
OBD: Owosso City Downtown Business District

D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)

D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)

Others: Included City of Corunna's 3 districts and any other area officer's responded.

BELOW IS A BREAKDOWN OF EVENTS HANDLED BY AGENCY



SCSD: Shiawassee County Sheriff's Office

PEPD: Perry City Police

Others: All Other Departments

SCAS: Shiawassee County Ambulance Services

MOPD: Morrice City Police

DUPD: Durand City Police

LAPD: Laingsburg City Police

SP35: Michigan State Police Post #35

COPD: Corunna City Police

SCFD: Shiawassee County Fire Departments

SCAC: Shiawassee County Animal Control

OWPD: Owosso City Police

911: Shiawassee County 911 Center

Owosso PD Offense Summary

Occurred 12/1/2018 - 12/31/2018

Offense	Total Offenses
1177 - 11007 - CSC Second (2nd) Degree - Forcible Contact	1
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	2
1303 - 13002 - Aggravated/Felonious Assault - Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	11
1316 - 13003 - Intimidation	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	2
2305 - 23005 - Larceny - Personal Property from Vehicle	6
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	4
2411 - 24001 - Motor Vehicle - Unauthorized Use	3
2609 - 26007 - Fraud - Identity Theft	1
2677 - 26001 - Defrauding Hotels, Restaurants, Innkeeper, etc	1
2693 - 26006 - Uttering and Publishing Check	1
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	3
3562 - 35001 - Marijuana - Possess	1
3704 - 37000 - Obscene Material - Possess	1
3806 - 38001 - Neglect Child	1
3808 - 38002 - (Child Support) Non-Support of Parents	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	1
4801 - 48000 - Resisting Officer	4
5005 - 50000 - Contempt of Court	3
5006 - 50000 - Obstructing Justice	2
5012 - 50000 - Probation Violation	1
5015 - 50000 - Failure to Appear	10
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	4
5297 - 52001 - Possession or Use of Firearm While Under Influence of Liquor or Drugs	1
5312 - 53001 - Disturbing the Peace	1
5393 - 53001 - Disorderly Conduct (Other)	1
5570 - 55000 - Persons under 18 years of age in Possession or Use of Tobacco Products	1
5599 - 55000 - Health and Safety Violations (Other)	4
5707 - 57001 - Trespass (Other)	1
7070 - 70000 - Runaway	1

Owosso PD Offense Summary

Occurred 12/1/2018 - 12/31/2018

7399 - 73000 - Miscellaneous Arrest	3
8027 - 54002 - Operating with Blood Alcohol Content of .17% or more	1
8028 - 54002 - Operating with Blood Alcohol Content of .08% or more	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	2
8271 - 54003 - Traffic - No Operators License	2
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8275 - 54003 - Traffic - Driver License Law Violations	1
8277 - 54003 - Traffic - Registration Law Violations	2
8280 - 54003 - Traffic - No Proof of Insurance	1
8328 - 54003 - Motor Vehicle Violation	4
9908 - 92004 - Civil Custodies - Insanity (Mental)	1
9910 - 93001 - Traffic, Non-Criminal - Accident	26
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	7
9913 - 93004 - Traffic, Non-Criminal - Parking Violations	1
9924 - 95006 - Fire - Undetermined Fires	1
9940 - 98003 - Inspections/Investigations - Property	1
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	15
9945 - 98009 - Inspections/Investigations - Drug Overdose	3
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	2
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	7
9955 - 99008 - Miscellaneous - Assist to EMS	2
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	1
Total	168

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

Occurred Date	Case No	Location	Offense
12/4/2018	1864501894	600 block E Comstock St	AGGRAVATED/FELONIOUS ASSAULT
12/12/2018	1864501944	600 block E Oliver St	AGGRAVATED/FELONIOUS ASSAULT
12/15/2018	1864501965	1200 block Shiawassee St	AGGRAVATED/FELONIOUS ASSAULT
12/1/2018	1864501879	700 block Division St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
12/7/2018	1864501920	500 block N Adams St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
12/23/2018	1864502010	2000 block S Chipman St	BURGLARY -FORCED ENTRY
12/12/2018	1864501948	1100 block S Palmer St	CIVIL CUSTODIES - INSANITY (MENTAL)
12/1/2018	1864501885	900 block W Main St	DAMAGE TO PROPERTY
12/15/2018	1864501965	1200 block Shiawassee St	DAMAGE TO PROPERTY
12/21/2018	1864501992	N Saginaw St/E Oliver St	DAMAGE TO PROPERTY
12/24/2018	1864502004	600 block S Washington St	DAMAGE TO PROPERTY
12/2/2018	1864501884	400 block W Clinton St	DISORDERLY CONDUCT
12/3/2018	1864501893	400 block W Clinton St	DISORDERLY CONDUCT
12/19/2018	1864501975	200 block N Ball St	FAMILY -ABUSE/NEGLECT NONVIOLENT
12/24/2018	1864501998	1000 block W Main St	FAMILY -NONSUPPORT
12/16/2018	1864501967	1100 block S Shiawassee St	FIRE - UNDETERMINED FIRES
12/28/2018	1864502019	1000 block S Tracy St	FRAUD
12/7/2018	1864501921	600 block N Park St	FRAUD -BAD CHECKS
12/31/2018	1964500001	200 S Washington St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
12/2/2018	1864501889	200 block N Hoyt St	HEALTH AND SAFETY
12/12/2018	1864501944	600 block E Oliver St	HEALTH AND SAFETY
12/15/2018	1864501961	1900 block S Chipman St	HEALTH AND SAFETY
12/26/2018	1864502006	200 block S Lansing St	HEALTH AND SAFETY
12/28/2018	1864502024	900 block E Corunna Ave	HEALTH AND SAFETY
12/23/2018	1864501997	200 block N Ball St	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
12/26/2018	1864502007	100 block S Howell St	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
12/29/2018	1864502031	400 block W Clinton St	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
12/9/2018	1864501928	1300 block W Oliver St	INSPECTIONS/INVESTIGATIONS - FAMILY TROUBLE
12/1/2018	1864501926	600 block W Fletcher St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501907	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501905	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501906	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

			PROP
12/5/2018	1864501909	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501910	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501904	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/5/2018	1864501908	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/9/2018	1864501929	Getman Rd/Chippewa Trl	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/11/2018	1864501936	600 block S Alger St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/11/2018	1864501938	200 block S Chipman St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/12/2018	1864501947	500 block W Bradley St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/15/2018	1864501963	300 block E Comstock St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/24/2018	1864502003	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/30/2018	1864502040	W Main St/S State St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
12/29/2018	1864502028	600 block N Hickory St	INSPECTIONS/INVESTIGATIONS - PROPERTY
12/27/2018	1864500056	200 block N Howell St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
12/19/2018	1864501978	200 block N Water St	INTIMIDATION/STALKING
12/13/2018	1864501955	600 block E Comstock St	JUVENILE RUNAWAY
12/14/2018	1864501981	400 block W Main St	LARCENY -THEFT FROM BUILDING
12/20/2018	1864502012	800 block E Grover St	LARCENY -THEFT FROM BUILDING
12/22/2018	1864501994	600 block S Grand Ave	LARCENY -THEFT FROM BUILDING
12/30/2018	1864502033	1000 block W Main St	LARCENY -THEFT FROM BUILDING
12/24/2018	1864502000	1200 Penbrook Dr	LARCENY -THEFT FROM MOTOR VEHICLE
12/28/2018	1864502027	800 block S Broadway Ave	LARCENY -THEFT FROM MOTOR VEHICLE
12/30/2018	1864502037	600 block S Frazier Ave	LARCENY -THEFT FROM MOTOR VEHICLE
12/30/2018	1864502036	300 block S Elm St	LARCENY -THEFT FROM MOTOR VEHICLE
12/30/2018	1864502035	600 block S Lincoln Ave	LARCENY -THEFT FROM MOTOR VEHICLE
12/30/2018	1864502041	900 block W Main St	LARCENY -THEFT FROM MOTOR VEHICLE
12/15/2018	1864501961	1900 block S Chipman St	LIQUOR VIOLATIONS -OTHER
12/20/2018	1864501982	500 block E Corunna Ave	MISCELLANEOUS - ASSIST TO EMS
12/27/2018	1864502018	200 block S Lansing St	MISCELLANEOUS - ASSIST TO EMS

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

12/30/2018	1864502038	1400 block W Young St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
12/21/2018	1864501991	200 block N Shiawassee St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
12/18/2018	1864501972	1200 block Ada St	MISCELLANEOUS - GENERAL ASSISTANCE
12/24/2018	1864502011	500 block Gilbert St	MISCELLANEOUS - GENERAL ASSISTANCE
12/27/2018	1864502016	300 block W Ridge St	MISCELLANEOUS - GENERAL ASSISTANCE
12/6/2018	1864501915	600 block S Shiawassee St	MISCELLANEOUS - NATURAL DEATH
12/14/2018	1864501957	200 block E North St	MISCELLANEOUS - NATURAL DEATH
12/1/2018	1864501882	500 block S Glenwood Ave	MISCELLANEOUS - NON-CRIMINAL
12/3/2018	1864501895	S State St/W Main St	MISCELLANEOUS - NON-CRIMINAL
12/10/2018	1864501934	800 block W King St	MISCELLANEOUS - NON-CRIMINAL
12/11/2018	1864501943	900 block Corunna Ave	MISCELLANEOUS - NON-CRIMINAL
12/11/2018	1864501942	200 block S Water St	MISCELLANEOUS - NON-CRIMINAL
12/21/2018	1864502013	Park St/Mason St	MISCELLANEOUS - NON-CRIMINAL
12/21/2018	1864501988	200 block E McArthur St	MISCELLANEOUS - NON-CRIMINAL
12/2/2018	1864501887	200 block E Main St	MISCELLANEOUS CRIMINAL OFFENSE
12/10/2018	1864501932	E Exchange St/N Dewey St	MISCELLANEOUS CRIMINAL OFFENSE
12/14/2018	1864501960	100 block W King St	MISCELLANEOUS CRIMINAL OFFENSE
12/1/2018	1864501886	800 block W Main St	MOTOR VEHICLE THEFT
12/3/2018	1864501896	1400 block W Renfrew Dr	MOTOR VEHICLE THEFT
12/20/2018	1864501979	200 block W Exchange St	MOTOR VEHICLE THEFT
12/7/2018	1864501919	200 block E Main St	MOTOR VEHICLE VIOLATION
12/7/2018	1864501925	S Water St/S Ball St	MOTOR VEHICLE VIOLATION
12/9/2018	1864501931	E Main St/S Oakwood St	MOTOR VEHICLE VIOLATION
12/20/2018	1864501986	W King St/N Shiawassee St	MOTOR VEHICLE VIOLATION
12/4/2018	1864501891	1100 block E Allendale Ave	NONAGGRAVATED ASSAULT
12/7/2018	1864501917	300 block E Stewart St	NONAGGRAVATED ASSAULT
12/7/2018	1864501920	500 block N Adams St	NONAGGRAVATED ASSAULT
12/11/2018	1864501941	200 block S Washington St	NONAGGRAVATED ASSAULT
12/13/2018	1864501951	900 block W Beehler St	NONAGGRAVATED ASSAULT
12/13/2018	1864501954	200 block S Chipman St	NONAGGRAVATED ASSAULT
12/17/2018	1864501970	200 block S Howell St	NONAGGRAVATED ASSAULT
12/20/2018	1864501985	100 block S Washington St	NONAGGRAVATED ASSAULT
12/20/2018	1864501987	1200 block N Orchard St	NONAGGRAVATED ASSAULT
12/23/2018	1864501996	200 block E Walnut St	NONAGGRAVATED ASSAULT
12/29/2018	1864502026	300 block E Corunna Ave	NONAGGRAVATED ASSAULT
12/10/2018	1864501933	700 block E North St	OBSCENITY
12/3/2018	1864501892	200 block N Dewey St	OBSTRUCTING JUSTICE

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

12/4/2018	1864501899	700 block E Corunna Ave	OBSTRUCTING JUSTICE
12/6/2018	1864501916	N Hickory St/E Exchange St	OBSTRUCTING JUSTICE
12/7/2018	1864501917	300 block E Stewart St	OBSTRUCTING JUSTICE
12/7/2018	1864501918	200 block S Water St	OBSTRUCTING JUSTICE
12/8/2018	1864501927	700 block N Ball St	OBSTRUCTING JUSTICE
12/8/2018	1864501924	E Main St/Gould St	OBSTRUCTING JUSTICE
12/11/2018	1864501937	1100 block N Washington St	OBSTRUCTING JUSTICE
12/11/2018	1864501939	200 block S Water St	OBSTRUCTING JUSTICE
12/15/2018	1864501964	200 block S Lansing St	OBSTRUCTING JUSTICE
12/18/2018	1864501984	600 block E Oliver St	OBSTRUCTING JUSTICE
12/20/2018	1864501983	1200 block N Telegraph Rd	OBSTRUCTING JUSTICE
12/21/2018	1864501989	1400 block W Renfrew Dr	OBSTRUCTING JUSTICE
12/24/2018	1864502002	1000 block W Main St	OBSTRUCTING JUSTICE
12/26/2018	1864502008	800 block W King St	OBSTRUCTING JUSTICE
12/27/2018	1864502017	1200 block S Broadway Ave	OBSTRUCTING JUSTICE
12/28/2018	1864502022	Main St/Washington St	OBSTRUCTING JUSTICE
12/28/2018	1864502023	600 block S Abrey St	OBSTRUCTING JUSTICE
12/29/2018	1864502030	1300 block S Cedar St	OBSTRUCTING JUSTICE
12/30/2018	1864502032	1100 block W Main St	OBSTRUCTING JUSTICE
12/4/2018	1864501899	700 block E Corunna Ave	OBSTRUCTING POLICE
12/14/2018	1864501958	100 block W Elizabeth St	OBSTRUCTING POLICE
12/28/2018	1864502022	Main St/Washington St	OBSTRUCTING POLICE
12/28/2018	1864502023	600 block S Abrey St	OBSTRUCTING POLICE
12/8/2018	1864501923	Pine St/Jennett St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
12/13/2018	1864501952	Elliott St/Donald St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
12/22/2018	1864501993	500 block E Oliver St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
12/25/2018	1864502005	W Main St/S Shiawassee St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
12/18/2018	1864502014	800 block W King St	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE
12/8/2018	1864501923	Pine St/Jennett St	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
12/3/2018	1864501890	W Main/Washington St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
12/18/2018	1864501973	N Washington St/Main St	TRAFFIC - NO OPERATORS LICENSE
12/22/2018	1864501995	E Main St/N Park St	TRAFFIC - NO OPERATORS LICENSE
12/16/2018	1864501966	300 block S Shiawassee St	TRAFFIC - NO PROOF OF INSURANCE
12/8/2018	1864501923	Pine St/Jennett St	TRAFFIC - REGISTRATION LAW VIOLATIONS

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

12/31/2018	1864502042	200 block S Water St	TRAFFIC - REGISTRATION LAW VIOLATIONS
12/1/2018	1864501881	Mack St/Comstock St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/4/2018	1864501897	W Exchange St/N Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/4/2018	1864501898	W Oliver St/N Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/5/2018	1864501902	Main St/Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/5/2018	1864501903	N Park St/E Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/5/2018	1864501911	E Oliver St/N Oak St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/6/2018	1864501914	King St/Water St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/7/2018	1864501922	S Shiawassee St/W Stewart St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/9/2018	1864501930	W Oliver St/N Seventh St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/12/2018	1864501949	N Shiawassee St/W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/13/2018	1864501953	S Shiawassee St/W Fletcher St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/14/2018	1864501959	N Saginaw St/E Exchange St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/15/2018	1864501956	S Lyon St/W Hampton St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/15/2018	1864501962	1400 block N Hickory St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/17/2018	1864501969	E Main St/S Oakwood Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/17/2018	1864501968	900 block W Hampton St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/18/2018	1864501971	W Main St/N Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/18/2018	1864501974	N Ada St/W Lee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/19/2018	1864501977	W Main St/S Water St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/20/2018	1864501980	Chipman St/King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/22/2018	1864501993	500 block E Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/24/2018	1864502001	N Washington St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/28/2018	1864502020	300 block W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/28/2018	1864502025	W Main/S Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/31/2018	1864502043	W Main St/Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/31/2018	1864502044	500 block W Stewart St	TRAFFIC, NON-CRIMINAL - ACCIDENT
12/1/2018	1864501880	1200 block S Shiawassee St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/5/2018	1864501901	500 block E Oliver St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/6/2018	1864501912	Water St/Comstock St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/11/2018	1864501940	800 block W King St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/12/2018	1864501946	700 block N Shiawassee St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/20/2018	1864501976	700 block E North St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/21/2018	1864501990	100 block N Chipman St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
12/12/2018	1864501950	W Stewart St/Coventry Ct	TRAFFIC, NON-CRIMINAL - PARKING VIOLATIONS
12/30/2018	1864502034	600 block S Lincoln Ave	TRESPASS
12/5/2018	1864501900	700 block E North St	VIOLATION OF CONTROLLED SUBSTANCE ACT
12/13/2018	1864501952	Elliott St/Donald St	WEAPONS OFFENSE - CONCEALED

Owosso Neighborhood Crime Report

Occurred 12/1/2018 - 12/31/2018

Total	169		



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: January 14, 2019

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: December 2018 Fire & Ambulance Report

During the month of December 2018:

Fire Department responded to 226 Ambulance calls

Fire Department responded to 28 Fire calls –

Building Fires	4
Building Fires Mutual Aid	1
Gas Leak/CO Alarm	3
False Alarms	12
Vehicle Accidents	0
EMS Assist	1
Vehicle Fire	1
Illegal Burn	1
Other Fires	4
Wires Down	1

OWOSSO HISTORICAL COMMISSION

Regular Meeting Minutes

December 10, 2018, 7:00 PM Curwood Castle



CALL TO ORDER: MEETING WAS CALLED TO ORDER AT 7:02 PM BY CHAIR CAROL VAUGHN

PRESENT: Commissioner Carol Vaughn, Chair; Commissioner Karen Marumoto, Vice Chair; Commissioner Elaine Greenway, Commissioner Paul Rogers, Commissioner Sara Adams; Commissioner Dave Acton, Commissioner Carolyn Ebert, Robert Doran, Director

ABSENT: Commissioner Debbie Gilbert, Commissioner Heather Jacobs

OTHERS PRESENT: None

APPROVAL OF AGENDA: Agenda Item for discussion-Winter Castle Hours added to Agenda under New Business. Commissioner Acton Motioned to approve agenda with New Business Item. Motion Supported by Commissioner Greenway. Ayes all, motion carried.

APPROVAL OF NOVEMBER, 2018 REVENUE AND EXPENDITURE REPORT

Commissioner Adams Motioned to approve the November, 2018 Revenue and Expenditure Report. Motion Supported by Commissioner Rogers. Ayes all, motion carried.

CONSENT AGENDA:

Curwood Castle Dashboard Report, OHC Dashboard Report, Curwood Castle Admissions and Financials, Curwood Castle Gift Shop Sales, OHC Balance Sheet, OHC Check Register; OHC November 2018 Meeting Minutes.

Director Doran has requested that the Dashboard Report be removed from the Consent Agenda to allow for in-depth as an individual line item.

November 2018 Meeting Minutes were corrected to change Old Business, Next Fund Raising Target Painting Exhibition to be held June 7, 2019.

Commissioner Greenway Motioned to approve the Consent Agenda, Supported by Commissioner Marumoto. Ayes all, motion carried.

CITIZEN COMMENTS: NONE

COMMUNICATIONS: NONE

OLD BUSINESS:

- **Gould House Ceiling Update:** - A resolution and memo is being prepared for council to approve expense to start repair January 16, 2019.
- **Holiday Fund Raiser update** – The event was successful with increased revenue over 2017 event. The board's participation was excellent. The baskets created a profitable silent auction.
- **Nonprofit Update** – Waiting for IRS approval of 501(c)3 status. Supportive City Manager, Director Doran is included in department meetings.

- **Santa Express/Christmas Extravaganza: December 21 & 22 – The Steam Railroad Institute** has an event to find Santa. Santa will be making 3 stops in Owosso. Volunteers will be directing passengers to various stores downtown. The Castle will be Santa's last stop with the Ice Princess. Free admission will be provided to those with the maps to Castle. Volunteers are needed.
- **Smithsonian River Exhibition** – Student Exhibition at the Castle
An art Contest will be done at Middle School and exhibited at the Castle. Awards will be presented. The exhibit will be held February 23, 2019 thru April 7, 2019. More information to come.

NEW BUSINESS:

- **2018 – Successes and “not so great”**
Millage passing will positively affect OHC in future.
Process of filing for 501(c)3 status was effective with a solid foundation.
Positive relationships built with City Hall.
Movie Exhibit was a resounding success.
OHC organization is now a part of the Big Picture.
Weakness was revealed in Strategic Planning or launching of the plans.
- **Restructuring Committees**
 - Exhibitions and Special Events/Marketing & Social Media
 - Education
 - Archiving and Acquisitions
 - Museum Stewardship/Facilities
 - Governance/Finance/Membership
 - Volunteers – no longer a committee-becomes a job function of the Director & Head Docent
- **Implement Quarterly Goals**
- **Take the Dashboard off the Consent Agenda – Discussion**
- **Implement Fundraising Goals** – Committees to present goals.
Sponsorship is key for fund raising.
- **Carol Vaughn – THANK YOU! She has been an integral part of the growth of board and organization as a whole.**
Commissioner Carolyn Ebert has accepted the Chairman role.
- **Winter Castle Hours** – Closed January, 2019 into February, reopen February 23rd and March on Saturday and Sundays only 12:00 PM – 4:00 PM. Tours may be arranged by appointment.
Motion made to change Winter Castle hours by Commissioner Adams, Supported by Commission Rogers. Ayes All, Motion Carried.

CITIZEN COMMENTS:

The next monthly meeting will be held the third Monday of January on **January 21, 2019** to allow new committees to meet and develop goals. Commissioner Acton shared in total transparency that he is interested in obtaining the block of homes auctioned by Baker College including the Huddy House.

ADJOURN:

Commissioner Rogers motioned to adjourn at 8:20, Supported by Commissioner Marumoto. Ayes All, Motion Carried.

Shiawassee County Firefighters Memorial Meeting December 15, 2018

Meeting called to order at 11:08 a.m. by Ross Stanley

Present: Dan Law, Ross Stanley, Patrick Bradley, Tom Manke, Sarah Moorodian, Mary Long

Absent: Burton Fox (excused absence)

Guest: Gordon Settlemyre

Minutes read and approved

Old Business:

Discussion on location:

Ross Stanley has sent an email to Trust Thermal and Dave Baldwin (owner) about a meeting to discuss the possibilities of the Trust Thermal lot. Dave is out of town and Ross will follow through when he gets back.

Possibility of changing location to Owosso Fire Hall, to work in with the proposed plans.

Better security, easier up keep.

Using Trust Thermal lot, possible security, up keep, expenses, traffic.

Ross and Dan have not talked to either Dave Baldwin or Nathan Henne as of present but will and report back at the next meeting.

Location discussion tabled till January 5th , 2019 meeting.

Go Fund Me discussion:

Sarah Moorodian reported that she was still having problems getting the information needed from the city and the feasibility of going forward with a Go Fund Me account.

Ross Stanley and Dan Law will discuss possible city information for Go Fund Me account at the meeting with Nathan Henne.

Discussion about opening our own account.

Sarah Moorodian reported on establishing a 501c3 for the Firefighters Memorial. She has applied for an EIN but needs more information to continue.

No notice on the next Shiawassee County Firefighters meeting date and time.

Ross Stanley emailed Burns Township (Byron Fire department now) for information on Roger Wenk's passing.

Fund Raising:

Ross met with the Conservation Club about donating building and cash bar for a proposed Pig Roast fund raiser, tentatively set for July 27, 2019, they agreed to the donation.

Next meeting will be January 5th, 2019, 11 a.m. at Baker College welcome center.

Meeting adjourned at 1 p.m.