

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MARCH 20, 2023
7:30 P.M.**

**Meeting to be held at City Hall
301 West Main Street**

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 6, 2023:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Retirement Proclamation – Chuck Kincaid, Sr.. A Mayoral Proclamation recognizing Parking Enforcement Officer Chuck Kincaid, Sr. for his years of service to the City of Owosso on the occasion of his retirement.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Community Project Funding Program Application – Council Support. Authorize resolution in support of the request for FY24 Community Project Funding for monies to assist in the replacement of the Public Safety Building and designate the City's authorized representative for the submission.
Master Plan Implementation Goals: 3.2, 3.20
2. Michigan Unclaimed Property Redemption. Consider authorizing the Finance Director, City Clerk and City Treasurer the ability to redeem unclaimed property on behalf of the City of Owosso held by the Michigan Department of Treasury.

3. WWTP Solids Handling Project – Change Order No. 1. Consider approval of Change Order No. 1 to the contract with Sorensen Gross Company of Flint, Michigan for the WWTP Solids Handling Improvements Project increasing the contract \$42,755.00, contingent upon receipt of approval by EGLE (2022 CWSRF project), and further approve payment to the contractor up to the contract amount, including Change Order No. 1, upon satisfactory completion of the project or portion thereof.
Master Plan Implementation Goals: 3.4
4. Bid Award – 2023 Water Service Line Identification Project. Approve bid award to Monchilov Sewer Service LLC for the 2023 Water Service Line Identification Project in the amount of \$163,791.50, as part of the City's Drinking Water Asset Management Grant (DWAM) and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.
Master Plan Implementation Goals: 3.4
5. Bid Award - 2023 Sanitary Sewer Repair Project. Authorize contract with The Glaesar-Dawes Corporation for the 2023 Sanitary Sewer Repair Project in the amount of \$229,049.89, plus a contingency in the amount of \$20,000.00 upon prior authorization, and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof.
Master Plan Implementation Goals: 3.4
6. Professional Services Agreement – Topographic Survey Services for FY2024 DWSRF Water Main Replacement Project. Waive competitive bidding requirements, authorize Addendum No. 2023-02 to the General Engineering Services Contract with Fleis & Vandenbrink Engineering, Inc. for topographic survey services for the FY2024 DWSRF Water Main Replacement Project in the amount of \$22,000.00, and further authorize payment upon satisfactory completion of the project or portion thereof.
Master Plan Implementation Goals: 3.4, 3.7
7. Professional Services Agreement – Legal Services Agreements. Authorize Legal Services Agreements with Gould Law, P.C. in an amount up to \$1,000.00, and Dickinson Wright PLLC, bond counsel, in the amount of \$9,000.00, as required by the USDA Rural Development Agency Community Facilities Direct Loan Program for the origination of a loan to purchase a fire truck, and further authorize payment upon satisfactory completion of the process.
Master Plan Implementation Goals: 3.2

ITEMS OF BUSINESS

1. Property Sale – Gould Street/M-71. Consider the sale of a 6.5' x 8' strip of city-owned property at the southwest corner of Gould Street and M-71 to MDOT in the amount of \$1,300.00 and further consider approval of agreement detailing the rights of the parties involved.
Master Plan Implementation Goals: 1.9, 5.6
2. Professional Services Agreement – Professional Engineering Services for FY2024 Safe Routes to School Project. Waive competitive bidding requirements, authorize Addendum No. 2023-01 to the General Engineering Services Contract with Spicer Group, Inc. for professional engineering services for the FY2024 Safe Routes to School Project in the amount of \$127,253.00, and further authorize payment upon satisfactory completion of the project or portion thereof.
Master Plan Implementation Goals: 5.21

COMMUNICATIONS

1. Tanya S. Buckelew, Planning & Building Director. February 2023 Building Department Report.
2. Tanya S. Buckelew, Planning & Building Director. February 2023 Code Violations Report.
3. Tanya S. Buckelew, Planning & Building Director. February 2023 Inspections Report.
4. Tanya S. Buckelew, Planning & Building Director. February 2023 Certificates Issued Report.

5. Kevin D. Lenkart, Public Safety Director. February 2023 Fire Report.
6. Kevin D. Lenkart, Public Safety Director. February 2023 Police Report.
7. Owosso Historical Commission. Minutes of March 13, 2023.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, April 03, 2023 at 7:30 p.m.
Tuesday, April 11, 2023 at 6:00 p.m.

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

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

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

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

**OWOSSO CITY COUNCIL
Monday, March 20, 2023
at 7:30 p.m.**

The public joining the meeting via Zoom CANNOT participate in public comment.

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/85443010529?pwd=UURhN2RVTHdPbmR6ZlZ2ZnNtRUFxdz09>
- **Meeting ID: 854 4301 0529**
- **Password: 692274**
- **One tap mobile**

+13052241968,,85443010529#,,, *692274# US

+13092053325,,85443010529#,,, *692274# US

Dial by your location

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

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

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on March 20, 2023 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR GARY BEAL
CHURCH OF JUBILEE

PLEDGE OF ALLEGIANCE: FRANK LIVINGSTON

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

ABSENT: Mayor Pro-Tem Susan J. Osika.

APPROVE AGENDA

Motion by Councilmember Law to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 21, 2023

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of February 21, 2023 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Swearing In Ceremony – Fire Department Employee

Mayor Teich performed the swearing in ceremony for the City's newest firefighter Gavin Rose. Gavin's badge was pinned by his grandfather, Eric Galant, who is a retired City of Flint Fire Captain. Also in attendance was Gavin's fiancée Lily Remington and their son, Eric.

PUBLIC HEARINGS

Ordinance Amendment – Chapter 28, Special Assessments

The proposed amendment would reduce the interest rate for special assessments from six percent to three percent per annum.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Sec. 28-15, *Partial Payments*, of Chapter 28, Special Assessments, of the Code of Ordinances.

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

Councilmember Olson indicated she was pleased to pass on the savings to citizens.

Councilmember Pidek noted his house has a special assessment and asked if any other councilmembers had an outstanding special assessment to which Councilmember Law indicated he did also.

Motion by Councilmember Fear to recuse both Councilmember Law and Pidek, who both have special assessments currently open on their properties, from the vote to amend the Special Assessment Ordinance.

Motion supported by Councilmember Haber.

Roll Call Vote.

AYES: Councilmembers Olson, Fear, Haber, Mayor Teich.

NAYS: None.

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

ORDINANCE NO. 837

APPROVING AMENDMENT TO CHAPTER 28, SPECIAL ASSESSMENTS, SECTION 28-15, PARTIAL PAYMENTS, OF THE CODE OF ORDINANCES TO REDUCE THE INTEREST RATE ON UNPAID SPECIAL ASSESSMENTS

WHEREAS, the City of Owosso, Shiawassee County, Michigan, utilizes the special assessment process to attach charges to individual properties for a portion of the cost of street maintenance and for the cost of remediating hazards and nuisances on said property; and

WHEREAS, the City Council, at its discretion, may provide for the payment of special assessments in annual installments over a period of years, with interest charged on the unpaid balance; and

WHEREAS, the City would like to reduce this interest rate to provide a bit of financial relief to its citizens during this time of high inflation; and

WHEREAS, the City Council held a public hearing on March 6, 2023, in which there was no one to be heard, and deliberated on the proposed ordinance amendment.

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

SECTION 1. AMENDMENT. That Sec. 28-15, *Partial Payments*, of Chapter 28, Special Assessments, of the Code of Ordinances of the City of Owosso, Michigan, is hereby amended to read as follows:

CHAPTER 28. —SPECIAL ASSESSMENTS

Sec. 28-15. — Partial payments.

The council may provide for the payment of special assessments in annual installments. Such annual installments shall not exceed twenty (20) in number. The first and subsequent installments of a special assessment roll shall be due upon such dates as the council shall fix in the resolution confirming the special assessment. The installments of the special assessment rolls shall bear interest at the rate of three (3) percent per annum; provided, however, if the bonds are issued in anticipation of the special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to one (1) percent above the average rate of interest borne by the bonds. Such interest shall commence on the date of the first installment and shall be paid annually on each installment due date. The full amount of all or any

deferred installments, with interest accrued thereon to the date of payment, may be paid in advance of the due dates thereof. Deferred installments shall be collected without penalty until ninety (90) days after the due date thereof, after which time such installments shall be considered as delinquent and such penalties on the installments shall be collected as are provided in the Charter to be collected on delinquent general city taxes.

Any existing Special Assessment with a remaining balance as of September 1, 2023, shall be calculated from said date forth, at three (3%) percent per annum until paid in full. The City shall not refund nor retroactively adjust any Special Assessment previously paid in full or in part to any real property owner assessed prior to September 1, 2023.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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

SECTION 4. EFFECTIVE DATE. This amendment shall become effective March 27, 2023.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Fear, Olson, Haber, Mayor Teich.

NAYS: None.

RECUSED: Councilmembers Law, Pidek.

ABSENT: Mayor Pro-Tem Osika.

USDA Loan Application

Master Plan Implementation Goals: 3.2

City Manager Nathan R. Henne noted the current fire truck has exceeded its expected useful life by ten years. The turnaround time to order this type of equipment is approximately eighteen months. This will need to be bid out and it was suggested the brand name be eliminated from the resolution.

Robert Hooper, 708 Fletcher Street, asked what happens to the old firetruck. Public Safety Chief Kevin D. Lenkart noted it will be sold at auction.

Motion by Councilmember Fear to remove the reference to the brand of fire truck (HME) from the resolution.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Olson, Haber, Fear, Pidek, Law, Mayor Teich.

NAYS: None.

A public hearing was conducted pursuant to USDA Loan guidelines to receive citizen comment regarding the proposed application for a USDA Rural Development Community Facilities and Equipment Loan to finance the purchase of a new fire truck, necessary for the operation of the Fire Department.

Motion by Councilmember Haber to approve the resolution authorizing the submission of a loan application to the USDA as follows:

RESOLUTION NO. 35-2023

**CONDUCT A PUBLIC HEARING TO RECEIVE CITIZEN COMMENT
REGARDING SUBMISSION OF AN APPLICATION TO THE
USDA RURAL DEVELOPMENT COMMUNITY FACILITIES DIRECT LOAN PROGRAM
FOR THE PURCHASE OF A FIRE TRUCK**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a full-time fire department requiring the use of fire trucks; and

WHEREAS, these vehicles must be periodically replaced to ensure a mechanically sound and reliable fleet is available at all times and the current pumper (Engine 1) is twenty-five years old and needs to be replaced; and

WHEREAS, the USDA has a loan program that provides low-interest financing for the purchase of fire apparatus and this loan program requires a public hearing to solicit public comment on the community's loan application; and

WHEREAS, the USDA is offering a loan with an interest rate of 3.75% over the course of fifteen (15) years to finance the purchase of a Fire Truck (pumper) at a cost estimated at \$877,000.00; and

WHEREAS, a public hearing was held on this application on Monday, March 6, 2023 in which all interested parties were heard.

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

FIRST: it has theretofore been determined that it is advisable, necessary and in the public interest to authorize city staff to submit a loan application for low-interest financing to the USDA Rural Development Community Facilities Direct Loan Program for the purchase of a fire truck.

SECOND: the City further commits to the terms of the grant as noted above.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Fear, Olson, Law, Pidek, Haber, Mayor Teich.

NAYS: None.

Special Assessment District No. 2023-04 – Roll Correction

City Manager Nathan R. Henne explained there was an error in the parcel number on approved Special Assessment Roll No. 2023-04, Center Street. The originally approved Parcel No. 050-450-000-007-00 will

be corrected to Parcel No. 050-450-000-042-00. The law requires we hold the public hearing for the property owner to be afforded the opportunity to be heard regarding the special assessment.

A public hearing was conducted to receive citizen comment regarding authorization of a correction to the roll for Special Assessment District No. 2023-04, Center Street from King Street to North Street for street resurfacing.

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

Motion by Councilmember Pidek to approve the following resolution:

RESOLUTION NO. 36-2023

**A RESOLUTION APPROVING THE CORRECTED ROLL FOR
SPECIAL ASSESSMENT DISTRICT NO. 2023-04
CENTER STREET
FROM KING STREET TO NORTH STREET**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the corrected special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement:

**Center Street from King Street to North Street
Street Resurfacing**

and;

WHEREAS, all interested parties were heard and after carefully reviewing said corrected special assessment roll the Council deems said corrected special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Resolution No. 05-2023 approved at the January 17, 2023 City Council meeting shall be rescinded.
2. Said corrected special assessment roll as prepared by the City Assessor in the amount of \$135,453.82 is hereby confirmed and shall be known as Special Assessment Roll No. 2023-04.
3. Said corrected special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2023, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2023.
4. The installments of the special assessment rolls shall bear interest at the rate of 3% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2023 and shall be paid annually on each installment due date.
5. Said corrected special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Fear, Haber, Olson, Pidek, Law, Mayor Teich.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Ed Urban, 601 Glenwood. He saluted Gavin Rose and his grandfather and then shared a poem. He wanted to thank all the people that help him out saying life is sweet even when it's bitter.

Patrice Martin, 615 N. Park St. She shared her support of events and festivals in Owosso and her concerns about the Traffic Control Order Policy update and fee schedule increases. She outlined how four of the seven Master Plan goals aim to create quality of life and quality of place for all. She noted the policy needs to be clarified to encourage compliance and the proposed fees seem excessive.

Pastor Gary Beal, Church of Jubilee. Spoke on behalf of the Owosso Area Ministerial Association regarding the homeless and appealed to Council to address the issue alongside community partners.

Tom Manke, 2910 West M-21 spoke regarding the food distribution stand on Corunna Avenue being deemed unsafe by the City with a fine being issued. He raised concerns about replacing the structure in the winter. He also addressed the idea that this is the first time since 1835 that issues regarding where the homeless could and could not go have surfaced. The stand needs to be removed or replaced in March to avoid fines.

Councilmember Haber noted an extra thirty days was given by the City Manager to remedy the situation addressed by Mr. Manke.

City Manager Nathan R. Henne clarified a letter had been originated by the Building Department, not a citation, regarding the unsafe structure on Corunna Avenue and time would be afforded for it to be fixed.

Councilmember Law asked what the matter was with the structure mentioned on Corunna Avenue. The structure is unsafe and falling down.

Councilmember Pidek reiterated questions posed by citizen Patrice Martin about the Traffic Control Order Policy and fees.

Mayor Teich noted Pro-Tem Osika is on the mend from health issues and will be involved with Curwood Castle's 100th anniversary celebration on Tuesday, March 14, 2023 at 1:00 p.m.

CONSENT AGENDA

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

***Contract Authorization – CDBG Third Party Administrator.** Approve contract with Northern Consultants Inc. for administrative services related to the City's management of the CDBG grant for rental rehabilitation at 114-116 West Main Street at a cost not to exceed \$13,745.00 paid for by the Michigan Economic Development Corporation as follows:

RESOLUTION NO. 37-2023

AUTHORIZING THE SELECTION OF A CERTIFIED GRANT ADMINISTRATOR

**FOR THE 114-116 W. MAIN STREET RENTAL REHABILITATION PROJECT USING
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the City of Owosso sought proposals from consultants for management and administrative services required by the City for the administration/implementation of a proposed Community Development Block Grant (CDBG) if funded by the state; and

WHEREAS, the project for which funds will be requested consists of the rehabilitation of seven (7) apartments on the third floor of the building located at 114-116 West Main Street; and

WHEREAS, the City of Owosso posted a Request for Proposal (RFP) on the City website and submitted said RFP to MITN and the MEDC for posting on their respective websites looking for a certified grant administrator (CGA) for the 114-116 West Main Street Rental Rehabilitation Project; and

WHEREAS, two proposals were received from the RFP; and

WHEREAS, staff recommends awarding the bid to Northern Consultants Inc. as it was the proposal found to be most reasonable and the company meets the CGA requirements with a score of 65 out of 90 points using the scoring criteria from the RFP; and

WHEREAS, the entire cost for the certified grant administrator will be paid for by the MEDC as part of the grant.

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

- FIRST: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Northern Consultants Inc. to provide administrative consulting services as the Certified Grant Administrator for the CDBG 114-116 W. Main Street Rental Rehabilitation Project in the amount of \$13,745.00.
- SECOND: the City Manager of the City of Owosso is hereby instructed and authorized to sign the document attached as Contract for Consultant Services: Community Development Block Grant Program Consultant Services – 114-116 West Main Street Rehabilitation Project with Northern Consultants Inc.
- THIRD: the above expenses shall be paid by the MEDC, with City fund 254.200.818.000 serving as a flow through for funds expended on this project.

Emergency Repair Authorization – Osburn Well. Approve emergency repair of the Osburn Well by Northern Pump & Well, Inc. and authorize payment to the contractor in the amount of \$34,866.00 as follows:

RESOLUTION NO. 38-2023

**APPROVING EMERGENCY REPAIR
OF THE OSBURN WELL BY
NORTHERN PUMP & WELL, INC. OF LANSING, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to maintain a constant supply of water to its City and regional customers in accordance with state and federal regulatory requirements; and

WHEREAS, the ability to pump and deliver treated water on demand to customers is compromised when raw water production wells become plugged or inoperable; and

WHEREAS, the City's Director of Public Services and Utilities has reviewed the necessity for the replacement and repair of pump components and the well casing of the Osburn Well and recommends authorizing Northern Pump & Well, Inc. to provide these services in the amount of \$34,866.00; and

WHEREAS, it is essential that the Osburn Well be returned to service as soon as possible to ensure that the supply of City water is stable and reliable.

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 approve emergency repair to the Osburn Well by Northern Pump & Well, Inc. of Lansing, Michigan and to waive the competitive bidding process as normally required by the City Purchasing Policy.
- SECOND: The contract between the City of Owosso and Northern Pump & Well, Inc. shall be in the form of a City Purchase Order.
- THIRD: The Accounts Payable Department is authorized to submit payment to Northern Pump & Well, Inc. in the amount of \$34,866.00 upon the successful return of the Osburn Well to service.
- FOURTH: The above expenses shall be paid from account no. 591-901-972.200.

Master Plan Implementation Goals: 1.5, 3.4, 3.10

***Professional Services Agreement – Palmer 3A & Juniper 1 Well Houses Project – Construction Administration Services.** Approve Addendum No. 5 to the Utilities General Engineering Contract with OHM Advisors to provide construction administration and observation services in the amount not to exceed \$197,000.00 for the Palmer 3A and Juniper 1 Wellhouse Project, contingent upon receipt of DWSRF funding for the project, and further approve payment to the engineer upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 39-2023

AUTHORIZING THE EXECUTION OF ADDENDUM NO. 5 TO THE AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS FOR CONSTRUCTION ENGINEERING SERVICES FOR THE PALMER 3A & JUNIPER 1 WELL HOUSES PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is scheduled to begin the Palmer 3A & Juniper 1 Well Houses Project in early June of this year; and

WHEREAS, the City requested assistance with contract administration and construction observation responsibilities for the project and OHM Advisors of Livonia, Michigan has provided a proposal for the necessary construction administration, observation and closeout services necessary for the project; and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the construction services to add the new infrastructure, and hereby recommends authorizing OHM Advisors to provide these engineering services in the amount not to exceed of \$197,000.00; and

WHEREAS, will fund from the Water Fund for engineering administration and observation services for the Palmer 3A & Juniper 1 Well Houses Project.

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 OHM Advisors for the provision of contract administration, construction observation and closeout services for the Palmer 3A & Juniper 1 Well Houses Project, contingent upon the City securing loan funding for construction of the project through the State's DWSRF Program.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document, substantially in the form attached as Addendum No. 5 to the General Utilities Engineering Services Contract with Orchard, Hiltz & McCliment, Inc. dba OHM Advisors, in an amount not to exceed \$197,000.00.
- THIRD: The Accounts Payable Department is authorized to submit payment to OHM Advisors for work satisfactorily performed, in an amount not to exceed \$197,000.00.
- FOURTH: The above services shall be paid from the Water Fund Account 591.901.972.200-DWRLF23-24 upon satisfactory completion of the work or portion thereof as defined in the contract.

Master Plan Implementation Goals: 1.5, 3.4

***Bid Award – 2023 Street Patches Program.** Authorize bid award to S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel as the low bidder for the 2023 Street Patches Program in the amount of \$130,675.00, further authorize a contingency amount of \$10,000.00 to be utilized upon written permission, and approve payment up to the bid amount, plus the contingency if utilized, upon satisfactory completion of the work or a portion thereof as follows:

RESOLUTION NO. 40-2023

AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2023 STREET PATCHES PROGRAM WITH S.A. SMITH PAVING & TRUCKING, INC. dba SMITH SAND & GRAVEL OF OWOSSO, MICHIGAN

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that the temporary street patches on many streets in the city need to be permanently repaired with a hot mixed asphalt to prevent water from getting into the sub-base of the street and accelerating the deterioration of the street pavement, and that this pavement maintenance is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids to permanently patch said areas; and

WHEREAS, S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel submitted the low and responsive bid, and it is hereby determined that S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel is qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for

pavement patching as required for the 2023 Street Patches Program.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services between the City of Owosso and S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel, in the amount of \$130,675.00.

THIRD: The Accounts Payable Department is authorized to pay S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for work satisfactorily completed in the amount of \$130,675.00, plus a contingency amount of \$10,000.00 upon written authorization, for a total of \$140,675.00.

FOURTH: The above expenses shall be paid from FY2023-24 Major and Local Street Maintenance Fund Accounts 202/203-463-818.000, Water Fund Accounts 591-552-818.000, 591-552-818.000-LSLID0000, and 591-552-818.000-LSLREPLACE, Sewer Fund Account 590-549-818.000, and other funds as appropriate.

***Bid Award – 2023 Sidewalk Program.** Approve bid award to KMI Road Maintenance, LLC for the 2023 Sidewalk Program in the amount of \$151,875.00, plus a contingency of \$8,000.00 for additional restoration and replacement services required during the fiscal year, and further approve payment to the contractor up to \$159,875.00 upon satisfactory completion of project or portion thereof as follows:

RESOLUTION NO. 41-2023

AUTHORIZING AWARD OF THE 2023 SIDEWALK PROGRAM TO KMI ROAD MAINTENANCE, LLC OF NORTH BRANCH, MICHIGAN

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged and that replacement is advisable, necessary, and in the public interest; and

WHEREAS, the City of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2023 Sidewalk Program, and the low responsive bid was received from KMI Road Maintenance, LLC in the amount of \$151,875.00; and

WHEREAS, KMI Road Maintenance, LLC is hereby determined to be qualified to provide such services.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ KMI Road Maintenance, LLC to replace sections of damaged or misaligned sidewalk as part of the 2023 Sidewalk Program.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, contract for services between the City of Owosso and KMI Road Maintenance, LLC in the amount of \$151,875.00.

THIRD: The Accounts Payable Department is authorized to pay KMI Road Maintenance, LLC for work satisfactorily completed on the project up to the initial contact amount of \$151,875.00, plus a contingency in the amount of \$8,000.00 upon written authorization, for a total of \$159,875.00.

FOURTH: The above expenses shall be paid from FY2023-24 Major and Local Street Maintenance Funds accounts 202-463-818.000 and 203-463-818.000, and other funds as appropriate.

***Bid Award – Tree Removal – Option 1.** Approve bid award to Burman's Tree Services, LLC for the 2023 Tree Removal Contract – Option 1 in the amount of \$18,708.49, with a contingency amount of \$5,000.00 to be shared between the contracts for Option 1 and Option 2, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 42-2023

**AUTHORIZING AWARD OF
THE 2023 SPRING TREE REMOVAL CONTRACT – OPTION 1 TO
BURMAN'S TREE SERVICES, LLC OF CHELSEA, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that maintenance and removal of city owned trees within the street right of way is required, and in the public interest to maintain an aesthetically pleasing community, and to avoid risk of property damage and risk to the general public; and

WHEREAS, the City of Owosso sought bids to perform the 2023 Spring Tree Removal; and the low responsive bidder for Option 1 was received from Burman's Tree Services, LLC in the amount of \$18,708.49; and

WHEREAS, Burman's Tree Services, LLC of Chelsea, Michigan is hereby determined to be qualified to provide such services.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Burman's Tree Services, LLC for 2023 Spring Tree Removal.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, contract for services between the City of Owosso and Burman's Tree Services, LLC in the amount of \$18,708.49.

THIRD: The Accounts Payable Department is authorized to pay Burman's Tree Services, LLC for work satisfactorily completed in the amount of \$18,708.49 plus a contingency in the amount of \$5,000.00, upon written authorization, to be shared between the Option 1 and Option 2 awarded contracts.

FOURTH: The above expenses shall be paid from accounts 202/203-480-818.000.

***Bid Award – Tree Removal – Option 2.** Approve bid award to Ronald's Tree Service LLC for the 2023 Tree Removal Contract – Option 2 in the amount of \$9,200.00, with a contingency amount of \$5,000.00 to be shared between the contracts for Option 1 and Option 2, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 43-2023

**AUTHORIZING AWARD OF THE 2023 SPRING TREE REMOVAL
CONTRACT – OPTION 2 TO
RONALD'S TREE SERVICE LLC OF FENTON, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that maintenance and removal of city owned trees within the street right of way is required, and in the public interest to maintain an aesthetically pleasing community, and to avoid risk of property damage and risk to the general public;

and

WHEREAS, the City of Owosso sought bids to perform the 2023 Spring Tree Removal; and the low responsive bidder for Option 2 was received from Ronald's Tree Service LLC in the amount of \$9,200.00; and

WHEREAS, Ronald's Tree Service LLC of Fenton, Michigan is hereby determined to be qualified to provide such services.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Ronald's Tree Service LLC for 2023 Spring Tree Removal.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, contract for services between the City of Owosso and Ronald's Tree Service LLC in the amount of \$9,200.00.

THIRD: The Accounts Payable Department is authorized to pay Ronald's Tree Service LLC for work satisfactorily completed in the amount of \$9,200.00 plus a contingency in the amount of \$5,000.00, upon written authorization, to be shared between the Option 1 and Option 2 awarded contracts.

FOURTH: The above expenses shall be paid from accounts 202/203-480-818.000.

Bid Award – 2023-2024 Kornerhorn Parts. Approve bid award to Etna Supply Company for Kornerhorn Parts in the amount of \$23,667.50 and further approve payment to the contractor according to unit prices upon satisfactory receipt of said parts as follows:

RESOLUTION NO. 44-2023

AUTHORIZING PURCHASE OF KORNERHORN PARTS FROM ETNA DISTRIBUTORS, LLC dba ETNA SUPPLY COMPANY OF GRAND RAPIDS, MICHIGAN

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to replace noncompliant water service lines serving private property; and

WHEREAS, kornerhorns will be required in the replacement of said noncompliant water service lines and the purchase of additional kornerhorn parts is necessary; and

WHEREAS, the City has sufficient funds to purchase said parts from its water fund; and

WHEREAS, the City of Owosso sought bids for kornerhorn parts and a bid was received from Etna Distributors, LLC dba Etna Supply Company, and it is hereby determined Etna Distributors, LLC dba Etna Supply Company is qualified to provide said parts and that it has submitted the lowest responsible and responsive bid.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase award the 2023-2024 Kornerhorn Parts Bid to Etna Distributors, LLC dba Etna Supply Company.

SECOND: The contract between the City of Owosso and Etna Distributors, LLC dba Etna Supply Company shall be in the form of and a City purchase order in an amount not to exceed \$23,667.50.

THIRD: The accounts payable department is authorized to pay Etna Distributors, LLC dba Etna Supply Company for materials supplied up to the purchase order amount of \$23,667.50.

FOURTH: The above expenses shall be paid from Account No. 591-000-101.000.

Master Plan Implementation Goals: 3.4, 3.10

***Check Register – February 2023.** Affirm check disbursements totaling \$2,753,707.13 through February 28, 2023.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Councilmembers Haber, Olson, Pidek, Fear, Law, Mayor Teich.

NAYS: None.

ITEMS OF BUSINESS

Special Events Traffic Control Order Policy Update

The Special Events Policy and Fee Schedule are two separate items; the policy revisions will be discussed first. City Manager Nathan R. Henne recommended the implementation of an application fee at the very least as these requests require review from many departments within the City, using staff time. He will propose DPW check the refuse bins on Fridays before the Farmers Market to alleviate some of the burden of refuse removal and the Farmers Market will be in touch with their vendors who produce the most refuse to mitigate some of the issue. Councilmembers deliberated on the proposed changes, reviewing each in detail, providing input and asking pertinent questions. It was noted the barricades do need to be 2011 MDOT Class III and those may be rented from the City.

Motion by Councilmember Pidek approving amended updates to the Rules and Regulations for the Issuance of Certain Traffic Control Orders instituting new deadlines, fees, and requirements for removing rubbish post-event as follows: The request for event requiring the use of City streets shall be submitted to the Public Safety Department at least 30 days prior and not more than 120 days prior to the first day of the event. Unless the application requests the closure of a state trunkline, in which case the application must be submitted at least forty-five (45) days prior to the event as both the City and State are required to vet the request. Any request received 14-29 days will be subject to an expedited fee to be set by Council resolution. These changes are to be applied under the sections entitled, "Parking Lots" and "Parades and Similar Events," as applicable. The remaining proposed changes will be implemented as presented.

RESOLUTION NO. 45-2023

APPROVE AMENDMENTS TO THE RULES AND REGULATIONS FOR THE ISSUANCE OF CERTAIN TRAFFIC CONTROL ORDERS POLICY

WHEREAS, the City of Owosso is host to over twenty-five (25) special events per year requiring the closure of public streets or parking lots and additional services from City staff, resulting in substantial costs to the City; and

WHEREAS, the Rules and Regulations for the Issuance of Certain Traffic Control Orders Policy, promulgated pursuant to the provisions of section 7.18 of the Owosso City Charter, was created to govern the public's use of City streets and parking lots for special events; and

WHEREAS, said rules and regulations must be amended to incorporate charges for the use of City personnel and equipment.

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

FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to amend the Rules and Regulations for the Issuance of Certain Traffic Control Orders Policy to address a portion of the costs borne by the City for special events held within the City limits.

SECOND: the Rules and Regulations for the Issuance of Certain Traffic Control Orders Policy is hereby approved, effective March 7, 2023.

**CITY OF OWOSSO RULES AND REGULATIONS FOR THE
ISSUANCE OF CERTAIN TRAFFIC CONTROL ORDERS**

AUTHORITY. These rules and regulations are promulgated pursuant to the provisions of section 7.18 of the Owosso City Charter.

APPLICABILITY. These rules and regulations shall be applicable to traffic control orders approved by the City Council for the use of parking lots subject to the provisions of section 33-43 of the Owosso City Code and streets other than for their usual and customary purposes.

APPROVAL BY THE COUNCIL REQUIRED. The approval of the City Council is required before the issuance of any traffic control order for the use of parking lots and streets for events, parades and the like, regardless of the duration or frequency of the use.

RESCINDING OF TRAFFIC CONTROL ORDERS. The City Council may at any time rescind any traffic control order issued pursuant to these regulations, upon the receipt of a recommendation from the City Manager or upon its own initiative, when the Council determines that the interests of the City and its citizens are best served through such action. Traffic control orders approved pursuant to these regulations may also be superseded by temporary traffic control orders issued by the appropriate City officials when such action is required to safeguard the public health, safety and welfare.

PARKING LOTS. The following conditions shall pertain to the issuance of traffic control orders prohibiting parking in City parking lots when such lots are to be used for events or other purposes:

1. The request for use of a City parking lot shall be submitted to the Public Safety Department at least thirty (30) days and not more than one hundred twenty (120) days prior to the first day of the event. Any request received fourteen (14) to twenty-nine (29) days prior will be subject to an expedited fee to be set by Council resolution. Except in such cases that must be reviewed by the Zoning Board of Appeals, per paragraph 4 below.
2. Applicants requesting the use of a parking lot shall complete an application form containing the name of the individual or organization making the request, the name, title, address, email and telephone number of the primary contact person, the dates and hours for which the request is made, and a detailed description of the use for which the request is made.

In addition to the application form, the applicant shall submit the following items at the time the request is made:

- a. Map of event area with event location highlighted
 - b. Rules or policies applicable to persons participating in the proposed event
 - c. Proof of Insurance
 - d. Executed Hold Harmless Agreement
 - e. Application fee (set by Council resolution)
3. The City Council may deny the request for a traffic control order prohibiting parking if:
 - The City Council determines that the loss of such parking would present an unreasonable hardship for area businesses or their customers.
 - The applicant has failed to submit a request that complies with the requirements of this policy or other applicable ordinances, laws or rules; or
 - For such other reasonable cause or causes as the City Council might determine.
4. Nothing stated herein shall abrogate the duty of an applicant to apply to the zoning board of appeals as required by Owosso City Code section 38-504(4)(b) for a conditional use permit if the intended use is not allowed in the zoning district involved. In such case, the notice requirements of the zoning ordinance shall apply.

PARADES AND SIMILAR EVENTS. The following conditions shall pertain to the issuance of traffic control orders regulating parking and traffic necessary to permit parades, foot races, walk- a-thons and similar events on public streets.

1. The request for an event requiring the use of City streets shall be submitted to the Public Safety Department at least thirty (30) days prior and not more than one hundred twenty (120) days prior to the first day of the event. Unless the application requests the closure of a state trunkline, in which case the application must be submitted at least forty-five (45) days prior to the event as both the City and State are required to vet the request. Any request received fourteen (14) to twenty-nine (29) days prior to the first day of the event will be subject to an additional expedited fee to be set by Council resolution.
2. Applicants requesting the use of City streets for an event shall complete an application form containing the name of the individual or organization making the request, the name, title, address, email and telephone number of the primary contact person, the dates and hours for which the request is made, and a detailed description of the use for which the request is made.

In addition to the application form, the applicant shall submit the following items at the time the request is made:

- a. Map of event area with event location highlighted
 - b. Rules or policies applicable to persons participating in the proposed event
 - c. Proof of Insurance
 - d. Executed Hold Harmless Agreement
 - e. Application fee (set by Council resolution)
3. The City Council may deny the request for a traffic control order regulating parking and traffic on public streets for a proposed event if:
 - The City Council determines that such regulations would represent an

- unreasonable hardship for motorists, pedestrians and property owners and occupants that might be affected by the event;
 - The City Council determines that the duration of the event or the frequency of occurrence of similar events would represent an unreasonable hardship for motorists, pedestrians, and property owners and occupants that might be affected by the event or events.
 - The applicant has failed to submit a request that complies with the requirements of this policy or other applicable ordinances, laws or rules; or
 - For such other reasonable cause or causes as the City Council might determine.
4. Approval by the City Council of a request for a traffic control order shall not diminish in any way the obligations of event organizers and participants to comply with applicable provisions of City ordinances and state law pertaining to the use of street rights-of-way, nor shall such approval eliminate the requirement to apply for and obtain the necessary permits for the occupancy and use of street rights-of-way issued by the City Engineer.

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

COSTS FOR MAINTENANCE, REPAIRS, UTILITIES AND SECURITY. The City Manager, or their designee, shall have the authority to impose charges for the costs of application processing, maintenance and repair of City properties and facilities, for the use of City equipment and City personnel, for the use of utilities, and for the provision of security associated with events and activities for which traffic control orders are issued, when such costs exceed the costs associated with the ordinary public use of such properties and facilities. All use of traffic control equipment will meet the requirements set forth by MDOT.

A deposit or a bond may be required to cover such costs before issuance of the requested traffic control order.

Applications may be denied based on unpaid invoices from previous events.

Fees shall be set by resolution of the Owosso City Council.

REFUSE. Applicants are responsible for providing adequate trash receptacles for their event, as well as the proper off-site disposal of waste generated by the event. Applicant(s) shall make provisions for periodic checking and dumping of garbage receptacles during the event. All receptacles and waste must be removed from the premises following the completion of the event or additional fees will be applied.

HOLD HARMLESS AND INDEMNIFICATION. 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.

INSURANCE. The individual or organization requesting a traffic control order pursuant to these rules and regulations shall provide evidence to the City of a Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event or activity in the minimum amount of \$1,000,000 per occurrence. Coverage shall name the City of Owosso as additional insured and declare the policy to be primary and non-contributory to any other insurance the City has; provided, however, that 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.

NOTIFICATION. Notification shall be provided to the Downtown Development Authority Director and/or the Westown Corridor Improvement Authority Chairperson for events proposed within Authority boundaries.

Motion supported by Councilmember Olson.

Roll Call Vote.

AYES: Councilmembers Law, Fear, Haber, Pidek, Olson, Mayor Teich.

NAYS: None.

Fee Schedule Amendment

City Manager Nathan R. Henne outlined the proposed fees and the estimated amount of in-kind labor and time is contributed to each of these events by the City. One of the Master Plan goals of the City is fiscal responsibility and it is difficult to quantify the benefit provided to residents through the administration of festivals and events.

Motion by Councilmember Pidek approving the amended updates to the Fee Schedule to include fees for Traffic Control Orders as follows: Application Fee \$30; MDOT Fee \$50; Fire Truck (event fee) \$150; Tent (over 400 square feet) \$125; Expedited fee additional \$15.

RESOLUTION NO. 46-2023

UPDATING THE SECTION 12 OF THE CITY OF OWOSSO FEE SCHEDULE TO INCLUDE FEES FOR TRAFFIC CONTROL ORDERS ISSUED FOR SPECIAL EVENTS

WHEREAS, the *City of Owosso Code of Ordinances* provides for the establishment of many fees, licenses, fines and charges to be established by resolution; and

WHEREAS, on August 5, 2013 the City Council adopted Resolution No. 90-2013 creating a schedule of fees, licenses, fines and charges; and

WHEREAS, the City Council recently adopted amendments to the Rules and Regulations for the Issuance of Certain Traffic Control Order Policy permitting the assessment of fees for the use of City equipment and personnel for special events; and

WHEREAS, the Fee Schedule must be updated to reflect these new fees, in particular Section 12 Public Safety.

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

FIRST: the attached Section 12 Public Safety of the City of Owosso Fee Schedule is hereby adopted as amended, effective February 22, 2023.

SECOND: any parts of resolutions and memoranda in conflict with this resolution are hereby repealed.

THIRD: this resolution is intended to preserve all existing charges and fees set forth in any resolution, ordinance, or law which are not in conflict with this resolution and attached schedule and to fulfill the requirements of any ordinance authorizing the City Council to establish fees by resolution.

FOURTH: fees for public records not set forth in this resolution and attached schedule, or in any other resolution, ordinance, or law, shall be set by the City Manager in accordance with Act 442 of the Public Acts of 1976, as amended.

FIFTH: fees for public services not specifically set forth in this resolution and the attached schedule or in any other resolution, ordinance, or law may be established by the City Manager, who shall promptly notify the City Council in writing of each of them. The City Manager shall establish fees for public services based upon the cost of providing the public service.

12.PUBLIC SAFETY		
• Ambulance fees – adjusted to the screen rates approved by commercial insurance companies		
➤ In-facility transports		\$250.80
• Dog license		As per Shiawassee County
• False alarm fee – fee may be waived by authority of Public Safety Director. First two fire and police alarms are not fined. The occupant will be notified of the 1 st or 2 nd violation by letter		
➤ False alarm FIRE: 3 rd call		\$250
➤ False alarm FIRE: 4 th and subsequent fire alarms		\$500
➤ False alarm POLICE: 3 rd call		\$50
➤ False alarm POLICE: 4 th and subsequent police alarms		\$100
• Fire Inspection Fees		
➤ Annual fire inspection		\$0
➤ Fire alarm field test		\$100
➤ Certificate of occupancy		\$100
➤ Change in liquor license site inspection		\$150
➤ Sprinkler system hydrostatic test (per riser)		\$100
➤ Observe fire flow test		\$100
➤ Tent Permit (over 400 square feet)		\$125
• Fire Plan Review, Permit and Inspection schedule		\$100
➤ Plan review for fire alarm system (fee based on square footage)		
❖ 0 – 2,500 sq. ft.		\$100
❖ 2,500 – 10,000 sq. ft.		\$200
❖ 10,001 – 50,000 sq. ft.		\$250
❖ Over 50,000 sq. ft.		\$500
• Fire run		\$500
• Gun registration		\$10
• Peddler's permit		
➤ Per month		\$50
➤ Per year (expiring December 31 st)		\$200
• Portable breath test (PBT)		
➤ ½ month		\$15
➤ Full month		\$30
• Sex offender initial registration		\$35
• Traffic Control Order		
➤ Traffic Control Order Application		\$30
➤ MDOT Closure Application		\$50
➤ Expedited Application Fee (if submitted 14-29 days prior to first day of event)		\$15 additional
➤ Fire Truck		\$150 per event

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Pidek, Olson, Fear, Mayor Teich.

NAYS: Councilmembers Haber, Law.

Scheduling of Budget Meeting(s)

Motion by Councilmember Fear setting a special meeting to discuss the 2023-2024 Proposed Budget on Tuesday, April 11, 2023 at 6:00 p.m. in the City Hall Council Chambers.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Law, Pidek, Fear, Haber, Olson, Mayor Teich.

NAYS: None.

COMMUNICATIONS

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

Historic District Commission. Minutes of February 15, 2023.

Owosso Historical Commission. Minutes of February 23, 2023.

WWTP Review Board. Minutes of February 28, 2023.

CITIZEN COMMENTS AND QUESTIONS

Patrice Martin, 615 North Park Street, thanked Council for the robust dialogue and discussion regarding the Traffic Control Policy update. Though homelessness is not easy to solve, there is a local planning body that would be willing to collaborate with Council.

Eddie Urban, 601 Glenwood, detailed a donation he had given to an Army/Navy soldier. Nice masks are available at Harbor Freight.

Robert Hooper, 708 Fletcher Street, applauded Council for working decently and in order with thought, care and concern with the issues presented to them during discussion of the policy updates.

Tom Manke, 2810 West M-21, congratulated the Councilmembers on the way they worked together to make decisions. He detailed a possible lawsuit regarding violation of his First and Fourth Amendment rights.

Pastor Gary Beal, Church of Jubilee, confirmed the meeting of April 11, 2023 was a public meeting. He offered his prayers for a speedy recovery for Mayor Pro-Tem Osika.

NEXT MEETING

Monday, March 20, 2023

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 9:43 p.m.

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

Robert J. Teich, Jr., Mayor

Carrie A. Farr, Deputy 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.



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: March 15, 2023

TO: Owosso City Council

FROM: Kevin Lenkart
Public Safety Chief

RE: FY24 Community Project Funding Letter of Support

RECOMMENDATION:

Staff recommends City Council pass a resolution in support of the City of Owosso applying for FY24 Community Project Funding (CPF) to fund the redevelopment of the Owosso Public Safety Building.

BACKGROUND:

The Community Project Funding Program allows members of Congress to advocate for federal funding to go directly to projects in their own communities. City of Owosso staff has worked with staff from U.S. Representative Elissa Slotkin's office on a funding submission which would assist in the replacement of the Owosso Public Safety building.

Applications will be evaluated on several criteria, including community support for the proposed project. The Council can show its support for the project by authorizing a resolution of support.

RESOLUTION NO.

**EXPRESSING CITY COUNCIL SUPPORT FOR
FY24 COMMUNITY PROJECT FUNDING SUBMISSION
FOR REDEVELOPMENT OF THE OWOSSO PUBLIC SAFETY BUILDING**

WHEREAS, the City of Owosso supports the submission of an application titled, "Owosso Public Safety Building" to the FY24 Community Project Funding Program for funding to assist in the replacement of the Owosso Public Safety Building; and

WHEREAS, the location of the proposed project is within the jurisdiction of the City of Owosso; and

WHEREAS, the proposed project, if completed, will be a benefit to the entire Owosso community; and

WHEREAS, with this resolution of support it is acknowledged that the City of Owosso is not committing to any obligations; financial or otherwise.

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

- FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to proceed with the submission of a FY24 Community Project Funding Application for monies to assist in the replacement of the Owosso Public Safety Building.
- SECOND: application for a FY24 Community Project Funding submission is authorized and the City is willing to participate in the program.
- THIRD: with this resolution of support, it is acknowledged that the City of Owosso is not committing to any obligations, financial or otherwise.
- FOURTH: the proper city staff members are authorized to sign the application documents.



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

MEMORANDUM

DATE: March 10, 2023
TO: Owosso City Council
FROM: Brad Barrett, Finance Director
SUBJECT: Unclaimed Property - Michigan

RECOMMENDATION:

Authorize the Finance Director, City Clerk and City Treasurer to claim property on behalf of the City of Owosso. Such property is considered unclaimed by the State of Michigan and is held by the Michigan Department of Treasury.

BACKGROUND:

The Michigan Department of Treasury has millions of dollars in lost or forgotten assets from dormant bank accounts, uncashed checks, valuables left in safe deposit boxes and stock certificates.

A search on the state's unclaimed property website brought forward eleven pieces of monetary property at an estimated value of \$5,248.09. These monetary pieces of property are associated with the city and/or the Owosso Employees' Retirement System.

FISCAL IMPACTS:

Additional one-time revenue in the amount of \$5,248.09, if claims to all eleven pieces of monetary unclaimed property held by the Michigan Department of Treasury are approved and released to the City of Owosso.

RESOLUTION NO.

**AUTHORIZE PUBLIC OFFICIALS TO CLAIM UNCLAIMED PROPERTY ASSOCIATED
WITH THE CITY OF OWOSSO / OWOSSO EMPLOYEES' RETIREMENT SYSTEM
HELD BY THE MICHIGAN DEPARTMENT OF TREASURY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is a local unit of government in the state of Michigan; and

WHEREAS, the Michigan Department of Treasury holds unclaimed property; and

WHEREAS, the City of Owosso is associated with eleven pieces of monetary property that is unclaimed and held by the state of Michigan; and

WHEREAS, the Michigan Department of Treasury requires documentation in order to submit a claim for such monetary property; and

WHEREAS, one required document is proof that a designated individual(s) is authorized to make such claim on behalf of the named entity.

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 file a claim with the Michigan Department of Treasury for unclaimed property in the name of the City of Owosso and/or Owosso Employees' Retirement System.

SECOND: The Finance Director, City Clerk and City Treasurer are authorized and instructed to file and sign as claimants and owners for monetary property on behalf of the City of Owosso and/or Owosso Employees' Retirement System.

THIRD: The City of Owosso agrees to reimburse any other party that is found, at a later date, to have legal claim to said funds.



Claim ID: 3807764

GRETCHEN WHITMER
GOVERNOR

State of Michigan
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

BRAD BARRETT CITY OF OWOSSO
301 W MAIN ST
OWOSSO, MI 48867-2915

February 15, 2023

Please review and complete claimant and owner information and sign affidavit below. Please allow 90 days for your information to be reviewed.

A. Claimant Information

Current Legal Name if different than above:

Current Mailing Address if different than above:

Claimant SS# / FE#	Owner's SS# / FE#	Daytime Phone () -	Email Address brad.barrett@ci.owosso.mi.us
--------------------	-------------------	--------------------------------	---

B. Documentation Required - All documents must be LEGIBLE copies. If they are not LEGIBLE, you will be required to provide clear copies.

- **Gov't Issued Photo ID** Please provide a copy of your government-issued ID(s) containing name, photo, and signature.
 - **Tax ID for Business** Please provide proof of the Tax ID number for the business.
 - **Notarized Signature** Please provide your notarized signature(s) on the claim.
 - **Social Security Card** Please provide a copy of your social security card(s). Alternatively, you may provide a W-2, 1099 or other government-issued tax document verifying your complete social security number.
 - **Business Card or ID** Please provide a copy of your business card showing your name and title, or your driver's license.
 - **Open Business Indemnity**

On your entity's letterhead, copy the following affidavit statement exactly as stated below, inserting the authorized person's name, title, and the name of the entity:

A. [Entity name] is entitled to the funds listed on Unclaimed Property Claim [NUMBER].

B. [Your name], [your title], is the authorized person to claim these funds on behalf of [entity name].

C. If at a later date any other party should have legal claim to these funds, [entity name] will be responsible for their reimbursement.

The above affidavit statement must be signed by the appropriate corporate officer and notarized by a Notary Public.
 - **Original Check** Please mail the original cashier's/official check to our office. If the original is no longer in your possession, please provide an explanation.
 - **Previous Addresses** Please provide a written list of ALL addresses used by the property owner. Please include as many as you can recall.
 - **Claim Authorization** Please provide proof you are authorized to claim on behalf of this business. Examples of authorization may include a letter from an executive of the company authorizing you to claim on behalf of the company, which is either notarized or contains the corporate seal. You may also submit a copy of the corporate filing listing the corporate officers.
- In addition, the unclaimed property staff may perform their own, independent verification.

C. Property Information

Owner	Company/Security Name	Type of Property	Property ID	Reported Date	Value
OWOSSO SOLOVY JONATHAN S UNKNOWN	JOHN HANCOCK FINANCIAL SERVICES	SC01: DIVIDENDS	10235321	10/31/2008	Cash: \$ 858.23
CITY OF OWOSSO DAVE COLLARD MASONARY & CONCRETE INC	CITIZENS BANKING CORP	CK01: CASHIER'S CHECKS	13665276	06/29/2011	Cash: \$ 1,732.13

Property Information continued.....

Owner	Company/Security Name	Type of Property	Property ID	Reported Date	Value
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550615	06/17/2016	Cash: \$ 100.00
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550616	06/17/2016	Cash: \$ 100.00
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550617	06/17/2016	Cash: \$ 100.00
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550618	06/17/2016	Cash: \$ 100.00
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550619	06/17/2016	Cash: \$ 100.00
OWOSSO CITY OF	JPMORGAN CHASE BANK, NA (908802)	CK01: CASHIER'S CHECKS	19550620	06/17/2016	Cash: \$ 100.00
GLAZIER TIMOTHY OWOSSO CITY OF	EQUITY TRUST COMPANY	CK10: EXPENSE CHECKS	21098517	07/07/2017	Cash: \$ 1,190.51
CITY OF OWOSSO	GUARANTEE TRUST LIFE INSURANCE COMPANY	IN01: INDIVIDUAL POLICY BENEFIT/CLM	22048385	06/27/2018	Cash: \$ 145.22
CITY OF OWOSSO EMP RET FUNDST	SNYDERS LANCE INC	SC13: FUNDS FOR LIQUIDATION	26120753	07/01/2021	Cash: \$ 722.00
Grand Total of Property				Est. Cash:	\$5,248.09

D. Tangible Information

No Tangible Property Claimed

E. Affidavit

Under penalties of perjury, I certify that the information provided on this claim form is true, and all supporting documents presented are either original or true, unaltered copies of the original documents. Upon payment of this claim, said claimant will indemnify and hold harmless the State of Michigan, its Officers and Employees from any damages, claims or losses of any kind resulting in payment of properties included in this claim.

Signature of Claimant

Date (Must match Notary's signature date, if applicable)

2nd Claimant Signature (Joint Accounts)

Date (Must match Notary's signature date, if applicable)

F. Notary

Sworn and subscribed by me the _____ day of _____, 20_____

Notary Signature

Notary for the State of _____, County of _____

Print Name

Commission Expires _____ day of _____, 20_____

Final Instructions

Please return the completed claim form along with the documentation listed in Section B to our office at your earliest convenience.

- You may upload the claim form and documentation via our website at www.michigan.gov/unclaimedproperty
OR
- You may mail the documentation to our office at the address listed below:

Michigan Department of Treasury
Unclaimed Property
P.O. Box 30756
Lansing, MI 48909

If you have any questions or concerns about the information required on the claim form, please contact our office at
(517) 636 - 5320.



MEMORANDUM

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

DATE: March 20, 2023

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: Owosso WWTP Solids Handling Improvements Project Change Order #1

RECOMMENDATION:

Approval of Change Order No. 1 for construction work by Sorensen Gross Company (Flint, MI) for the Owosso WWTP Solids Handling Improvements Project in the amount of \$42,755.00.

BACKGROUND:

The existing centrifuge/solids handling process equipment was purchased used (20 years old when purchased) and installed in 1999. This operating equipment was identified in the 2017 SAW Grant Asset Management Plan as a priority replacement item. At the February 7, 2022 meeting, City Council approved a contract with Sorensen Gross Company for replacement of and improvements to the noted equipment in the amount of \$4,374,000.00 using 2022 CWSRF bond/loan funds.

Since that time, additional work has been identified during the demolition/construction phases making a change order necessary. This work includes:

- Tank Air Connection
- Ferric Bulk Tank
- Drain Line
- HVAC Duct
- Enclosures
- P&ID
- OIU Display
- Additional Painting

Removing:

- Control Panels and Instrumentation
- Electrical Floor Plan Clarifier Area

FISCAL IMPACTS:

Proposed Change Order #1 will increase the total contract amount by \$42,755.00. This project is funded by the CWSRF, and Change Order #1 will be contingent upon approval by both City Council and EGLE.

Final expenses in the amount of \$4,416,755.00 shall be paid from wastewater operating fund and 2022 SRF Bond funds.

ATTACHMENTS: (1) Resolution
(2) Change Order

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE WWTP SOLIDS HANDLING IMPROVEMENTS PROJECT
CONTRACT BETWEEN THE CITY OF OWOSSO AND
SORENSEN GROSS COMPANY OF FLINT, MICHIGAN**

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

WHEREAS, the project is now underway, additional work has been identified in the field, and a change order is necessary to reconcile contract work and supplies required for completion of the project.

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 approve Change Order No. 1 to the Wastewater Treatment Plant (WWTP) Solids Handling Project contract with Sorensen Gross Company, increasing the contract amount by \$42,755.00, to modify the contract work to be completed and supplies required for additional work identified in the field.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 to the Contract for Services between the City of Owosso and Sorensen Gross Company, increasing the total current contract amount from \$4,374,000.00 to \$4,416,755.00.
- THIRD: The Accounts Payable department is authorized to submit payment to Sorensen Gross Company for work satisfactorily completed up to the revised contract amount of \$4,416,755.00 according to the terms of the contract.
- FOURTH: The above expenses shall be paid from the Wastewater Fund and SRF Bond Funds.

CHANGE ORDER
PAGE 1 OF 2

CONTRACT FOR:	Owosso WWTP Solids Handling Improvements
OWNER:	City of Owosso 301 West Main Street Owosso, MI 48867
CONTRACTOR:	Sorensen Gross LLC 3407 Torrey Road Flint, MI 48507
ENGINEER:	Fishbeck 5913 Executive Drive, Suite 100 Lansing, MI 48911
ATTACHMENTS:	Bulletin No. 1, USDOL letter, Standard Form 1444
Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.	
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:	
As described in Bulletin No. 1, Item Nos. 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13. Add wage rates listed on Standard Form 1444 and included in original bid to MI20200044, no price change.	

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$4,374,000

CHANGE IN CONTRACT TIMES:

Original Contract time:

Substantial Completion: March 25, 2023

Ready for final payment: April 29, 2023

Previous Change Order No.: N/A

Net change from previous Change Orders: N/A

Contract Price prior to this Change Order:

\$4,374,000

Contract Time prior to this Change Order:

Substantial Completion: March 25, 2023

Ready for final payment: April 29, 2023

Net increase (~~decrease~~) of this Change Order:

\$42,755

increase

Net change of this Change Order:

0 Days

Contract Price with all approved Change Orders:

\$4,416,755

Contract Time with all approved Change Orders:

Substantial Completion: March 25, 2023

Ready for final payment: April 29, 2023

CHANGE ORDER
PAGE 2 OF 2

RECOMMENDED

APPROVED

APPROVED

By: Brian Van Zee
Engineer
Brian Van Zee,
Sr. Water & Wastewater Engineer
Name and Title of Signatory

By: Sahar Abdallah
Contractor
Sahar Abdallah,
Vice President of Midwest
Name and Title of Signatory

By: _____
Owner
Ryan Suchanek, MBA, BA, CCT,
Public Services & Utilities Director
Name and Title of Signatory

Date: March 7, 2023

Date: 3-7-23

Date: _____

END OF CHANGE ORDER

BULLETIN
PAGE 1 OF 3

Revision #3 Received: 2/25/23

CONTRACT FOR:	Owosso WWTP Solids Handling Improvements
OWNER:	City of Owosso 301 West Main Street Owosso, MI 48867
CONTRACTOR:	Sorensen Gross LLC 3407 Torrey Road Flint, MI 48507
ENGINEER:	Fishbeck 5913 Executive Drive, Suite 100 Lansing, MI 48911
DRAWING REVISION NO.:	B1 Revision #3
ISSUED HERewith:	
SPECIFICATION SECTIONS:	None
SKETCHES:	None
SHEETS:	C101, C103, A101, E100, E102, E103, EI101, EI102, EI103

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor is responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Return one completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

ITEM NO. 1: Tank Air Connection

Section: 434150-2.1.A.14-- Fittings (not reissued)

A. Add air hose connection to 2 sludge tanks. Location on sidewall just above bottom cone.

ADD/DEDUCT: \$ 1,969.00

ITEM NO. 2: Polymer Blending Skid

Section: 463333 -- Liquid Polymer Blending System (not reissued)

A. Provide and install polymer skid and mixing system according to RFI 8. Locate equipment on lower level inside polymer containment area.

B. Include all piping and electrical work to move pump skid and mixing system to new location.

~~ADD/DEDUCT:~~ \$ Removed from Bulletin

BULLETIN
PAGE 2 OF 3

ITEM NO. 3: Polymer Batch Tank

Sheet C101: Civil Plans (reissued)

- A. Provide and install 750-gallon polymer batch tank. Connect batch tank to polymer system as indicated on the P&ID.
B. Install in polymer containment area on lower level.

~~ADD/DEDUCT:~~ \$ Removed from Bulletin

Ferric

ITEM NO. 4: ~~Polymer~~ Bulk Tank

Sheets C101, C103, and A101 – Civil Plans (reissued)

- ~~A. Remove 4,000-gallon polymer bulk tank and provide 6,000-gallon bulk tank and install on lower level.
B. Extend 1-inch potable water line (new) from southwest corner of room to proposed polymer skid.~~
C. Enlarge containment area to 21-foot x 15-foot.

~~ADD/DEDUCT:~~ \$ 2,794.00

ITEM NO. 5: Drain Line

Sheet: C101– Civil Plans Lower Level (not reissued)

- A. Line 5 feet of existing 4-inch drain pipe and reconnect to the main 8-inch pipe with 3-inch pipe.
B. Remove and replace 18 feet of existing main drain cast iron pipe with 8-inch schedule 80 pipe.

~~ADD/DEDUCT:~~ \$ 11,868.00

ITEM NO. 6: HVAC Duct

Sheet: M101 – Mechanical Plan (not reissued)

- A. Extend existing 12-inch x 24-inch duct (located along west wall by new ferric skid) with 12-inch x 24-inch duct from upper level to lower level within 2 feet of floor. Sawcut floor for duct penetration.

~~ADD/DEDUCT:~~ \$ 10,219.00

ITEM NO. 7: Lights and Local control panels

Sheet: E100 – Electrical Floor Plans (reissued)

- A. Install lighting over Mid-level open area along side walls as indicated on the drawing.
B. Locate local control panels for Grinder, 3 sludge pumps, and sump pump along east wall as indicated on the drawing.

~~ADD/DEDUCT:~~ \$ 0.00

ITEM NO. 8: Control panels and Instrumentation

Sheet: E102 – Electrical Floor Plans Chem Feed Area Plans (reissued)

- A. Keynotes: remove numbers 2, 4, 8, and 9 from the project and all associated work.
B. Keynote: remove sludge thickening pump no. 2 from the project and all associated work. Work for sludge thickening pump no. 1 to remain. Consider connecting in parallel with solenoid.
C. Remove TDBP from the project and all associated work.
D. Remove GBB from the project and all associated work.
E. Mount 2-clarifier FIT on containment room walls and send signal directly to DWCP.
F. Remove signal from aeration blowers back to DWCP and all associated work.

~~ADD/DEDUCT:~~ \$ (67,652.00)

ITEM NO. 9: Electrical Floor Plan Clarifier Area

Sheet: E103 – Electrical Floor Plan Clarifier Area Plans (reissued)

- A. Keynotes: remove numbers 7 through 12 and all associated work.
B. Sawcut/Remove 185 square feet concrete and reinstall. Raise concrete elevation roughly 8 inches as indicated in the field by Engineer. Backfill with class II sand and slope concrete to the East. Provide ledge/channel for existing steel plate over pipes to sit on, making steel plate flush with top of concrete.

~~ADD/DEDUCT:~~ \$ (4,003.00)

BULLETIN
PAGE 3 OF 3

ITEM NO. 10: Enclosures

Sheets: E702 and E703 – Oneline Diagrams (not reissued)

- A. All enclosures/safety switches are to be Nema 4X.

ADD/~~DEDUCT~~: \$ 3,727.00

ITEM NO. 11: P&ID

Sheet: EI101 Through EI103– Instrumentation Legend and Flow Diagrams (reissued)

- B. See control panel schedule for equipment ID changes.
C. All HVAC equipment shall be controlled by Manufacturer supplied control panel with only run signal back to DWCP.
D. Remove ventilation audible alarm and room light from the project and all associated work.

ADD/~~DEDUCT~~: \$ 7,124.00

ITEM NO. 12: OIU Display

- A. Change from 7" touchscreen to a 15"

ADD/~~DEDUCT~~: \$8,690.00

Contractor:

ITEM NO. 13: Additional Paint

- A. Blast & Paint all ceilings in solids room, except for the main roof deck

ADD \$68,019.00

Nicola Taylor

Signature

Nicola Taylor, Project Manager

Name and Title of Signatory

02/24/2023

Date

END OF BULLETIN

U.S. Department of Labor

Wage and Hour Division
Washington, DC 20010



August 31, 2022

Mr. Brian VanZee
Senior Water & Wastewater Engineer
Bvanzee@fishbeck.com

RE: Project/Contract No: 5710-01
Wage Decision No.: MI20200044 Mod 14
Location: Shaiwassee County, MI
WHD Number: 12624

Dear Mr. VanZee:

This is in response to your request proposing the addition of classifications and wage rates to the above wage decision in accordance with 29 CFR 5.5(a)(1)(ii).

<u>Proposed Classification</u>	<u>Proposed Hourly Rate</u>	<u>Fringe Benefits</u>
Painter (Brush/Roller)	\$25.50	\$14.50
Painter (Spray)	\$26.85	\$14.50
Roofer	\$15.73	\$7.41
Sheet Metal	\$30.64	\$22.76

Your request for additional classifications and wage rates for the above reference contract is being returned pursuant to correspondence sent on 8/29/2022 seeking additional information to process the request for Painter (Brush/Roller), Painter (Spray), Roofer and Sheet Metal. Please resubmit the request to WHD-CONFORMANCE_INCOMING@dol.gov with the following information:

- The Contracting Officer or Representative signature and telephone number on the SF-1444 Form.

Your request has been conformed consistent with All Agency Memorandum 213 (<https://sam.gov/help/wage-determination-resources/all-agency-memos>) which describes the conformance process in detail. For additional guidance, please follow the link [WHD Davis-Bacon WD Conformance Request Guide, Sep. 2021](#). This guide will provide relevant information regarding the conformance process and wage determinations in general. Any requests for appeal of the conformance decision must be made within thirty (30) days from the date of this letter. Please email the appeal letter to dba.bcwd.appeal@dol.gov.

If you have any questions or concerns regarding this conformance request, please contact Tina Williams at (202) 693-0698 or williams.tina@dol.gov.

Sincerely,

Timothy Holmes

Timothy Holmes

Section Chief

Branch of Construction Wage Determinations

202.693.083

Holmes.timothy@dol.gov

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☒ CONSTRUCTION CONTRACTOMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO:
ADMINISTRATOR,
WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC 20210

2. FROM: (REPORTING OFFICE)

3. CONTRACTOR

CITY OF OWOSSO

4. DATE OF REQUEST

04/27/2022

5. CONTRACT NUMBER

5710-01

6. DATE BID OPENED (SEALED
BIDDING)

1/28/2022

7. DATE OF AWARD

3/28/2022

8. DATE CONTRACT WORK
STARTED

6/1/2022

9. DATE OPTION EXERCISED (IF
APPLICABLE) (SERVICE
CONTRACT ONLY)

10. SUBCONTRACTOR (IF ANY)

SORENSEN GROSS COMPANY

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

OWOSSO WWTP SOLIDS HANDLING IMPROVEMENTS. DEMO OF EXISTING EQUIPMENT, MECHANICAL AND ELECTRICAL UPGRADES AND INSTALLATION OF NEW HANDLING EQUIPMENT.

12. LOCATION (CITY, COUNTY, AND STATE)

OWOSSO, SHAIWASSEE COUNTY, MICHIGAN

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: MI20200044

DATED: 1/7/2022

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES;
AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only)

(Use reverse or attach additional sheets, if necessary)

b. WAGE RATE(S)

c. FRINGE BENEFITS
PAYMENTS

PAINTER

BRUSH/ ROLLER

25.50

14.50

SPRAY

26.85

14.50

ROOFER

15.73

7.41

SHEET METAL

30.64

22.76

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE
(IF ANY)

Nicola Taylor

PROJECT MANAGER

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE

TITLE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.

☐ AGREE

☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NUMBER

DATE SUBMITTED



MEMORANDUM

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

DATE: March 20, 2023
TO: City Council
FROM: Clayton Wehner, Director of Engineering
SUBJECT: 2023 Water Service Line Identification Project Bid Award

RECOMMENDATION:

Award of bid to Monchilov Sewer Service LLC of Fairgrove, MI, for the 2023 Water Service Line Identification Project in the amount of \$163,791.50 as part of the Drinking Water Asset Management (DWAM) grant.

BACKGROUND:

On December 7, 2020, the City of Owosso was awarded a Drinking Water Asset Management (DWAM) grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). A portion of the DWAM grant is for identifying water service line materials at random locations throughout the city to complete the water distribution system materials inventory. City staff, with assistance from OHM Advisors, compiled the list of random addresses for identification for contractor bids.

Bids were received on March 7, 2023. Ten (10) bids were received, with Monchilov Sewer Service LLC as the low and responsive bid. The bid tab is attached.

FISCAL IMPACTS:

Funds for this work are to be charged to Water Fund Account No. 591-552-818.000-DWAMEGLE21 in the amount of \$163,791.50 which is reimbursable through the DWAM grant.

Attachments: (1) Resolution
(2) Contract
(3) Bid Tab

RESOLUTION NO.

**AUTHORIZING AWARD OF THE
2023 WATER SERVICE LINE IDENTIFICATION PROJECT
TO MONCHILOV SEWER SERVICE LLC OF FAIRGROVE, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received a Drinking Water Asset Management (DWAM) grant from the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE); and

WHEREAS, the DWAM grant requires the City to identify water service line materials at random locations throughout the City to complete its water distribution system materials inventory; and

WHEREAS, the City of Owosso sought bids for the identification of random water service line materials as part of the 2023 Water Service Line Identification Project, and the low responsive bid was received from Monchilov Sewer Service LLC in the amount of \$163,791.50; and

WHEREAS, Monchilov Sewer Service LLC is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Monchilov Sewer Service LLC to identify water service line materials as part of the 2023 Water Service Line Identification Project.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services between the City of Owosso and Monchilov Sewer Service LLC in the amount of \$163,791.50.
- THIRD: The accounts payable department is authorized to pay Monchilov Sewer Service LLC for work satisfactorily completed on the project up to the contact amount of \$163,791.50.
- FOURTH: The above expenses shall be paid from Water Fund Account No. 591-552-818.000-DWAMEGLE21 with reimbursement from DWAM Grant funds.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

Monchilov Sewer Service LLC

**2023 Water Service Line Identification Project
(EGLE DWAM Grant Project)**

March 2023

CONTRACT

THIS AGREEMENT is made on March ____, 2023 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and MONCHILOV SEWER SERVICE LLC ("contractor"), a Michigan company, whose address is 2930 North Thomas Road, Fairgrove, Michigan 48733.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "**2023 Water Service Line Identification Project (EGLE DWAM Grant Project)**," as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed one hundred sixty-three thousand seven hundred ninety-one dollars and fifty cents (\$163,791.50). No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

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

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Robert J. Teich, Jr., Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/7/2023
DEPT. EngineeringSUBJECT: 2023 Water Service Line Identification Project
Page 1 of 2

				Engineer's Estimate		Monchilov Sewer Service LLC 2930 N. Thomas Fairgrove, MI 48733		M.L. Chartier Excavating, Inc. 9195 Marine City Highway Fair Haven, MI 48023	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Hydro-Excavation, 0 to 2 ft diameter	447	Ea	\$ 350.00	\$ 156,450.00	219.50	\$ 98,116.50	\$ 268.00	\$ 119,796.00
2	Hydro-Excavation, 2 to 6 ft diameter	70	Ea	\$ 600.00	\$ 42,000.00	250.00	\$ 17,500.00	\$ 318.00	\$ 22,260.00
3	Hydro-Excavation, 6 ft diameter and Greater	10	Ea	\$ 1,200.00	\$ 12,000.00	260.00	\$ 2,600.00	\$ 1,042.00	\$ 10,420.00
4	HMA Pavement Removal	650	Sft	\$ 12.00	\$ 7,800.00	5.00	\$ 3,250.00	\$ 10.00	\$ 6,500.00
5	Aggregate Base Course	60	Ton	\$ 50.00	\$ 3,000.00	5.00	\$ 300.00	\$ 100.00	\$ 6,000.00
6	Hand Patching, HMA	15	Ton	\$ 700.00	\$ 10,500.00	635.00	\$ 9,525.00	\$ 378.00	\$ 5,670.00
7	Concrete Replacement, 4 inch thick	1,050	Sft	\$ 15.00	\$ 15,750.00	12.00	\$ 12,600.00	\$ 26.20	\$ 27,510.00
8	Concrete Replacement, 6 inch thick	750	Sft	\$ 18.00	\$ 13,500.00	15.00	\$ 11,250.00	\$ 29.40	\$ 22,050.00
9	Maintenance Gravel	30	Ton	\$ 50.00	\$ 1,500.00	5.00	\$ 150.00	\$ 100.00	\$ 3,000.00
10	Maintaining Traffic	1	LSUM	\$ 25,000.00	\$ 25,000.00	8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00
TOTAL BID				\$ 207,500.00		\$ 163,791.50		\$ 228,206.00	

				Underground Infrastructure Services 12119 Levan Rd Livonia, MI 48150		Appex Excavating & Underground LLC 4891 Fell Dr Marion, MI 49665		Pete Black Plumbing 2440 W. Highland Rd Ste 104 Howell, MI 48843	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Hydro-Excavation, 0 to 2 ft diameter	447	Ea	\$ 295.00	\$ 131,865.00	400.00	\$ 178,800.00	\$ 430.00	\$ 192,210.00
2	Hydro-Excavation, 2 to 6 ft diameter	70	Ea	\$ 300.00	\$ 21,000.00	400.00	\$ 28,000.00	\$ 575.00	\$ 40,250.00
3	Hydro-Excavation, 6 ft diameter and Greater	10	Ea	\$ 350.00	\$ 3,500.00	500.00	\$ 5,000.00	\$ 790.00	\$ 7,900.00
4	HMA Pavement Removal	650	Sft	\$ 7.50	\$ 4,875.00	12.00	\$ 7,800.00	\$ 3.00	\$ 1,950.00
5	Aggregate Base Course	60	Ton	\$ 12.00	\$ 720.00	40.00	\$ 2,400.00	\$ 40.00	\$ 2,400.00
6	Hand Patching, HMA	15	Ton	\$ 250.00	\$ 3,750.00	125.00	\$ 1,875.00	\$ 185.00	\$ 2,775.00
7	Concrete Replacement, 4 inch thick	1,050	Sft	\$ 25.00	\$ 26,250.00	8.00	\$ 8,400.00	\$ 8.50	\$ 8,925.00
8	Concrete Replacement, 6 inch thick	750	Sft	\$ 40.00	\$ 30,000.00	15.00	\$ 11,250.00	\$ 9.50	\$ 7,125.00
9	Maintenance Gravel	30	Ton	\$ 15.00	\$ 450.00	50.00	\$ 1,500.00	\$ 35.00	\$ 1,050.00
10	Maintaining Traffic	1	LSUM	\$ 15,000.00	\$ 15,000.00	5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00
TOTAL BID				\$ 237,410.00		\$ 250,025.00		\$ 269,385.00	

DEPT.
HEAD:Clayton WilmesGENERAL LIABILITY INSURANCE
EXPIRATION DATE:02/23/2024

AWARDED:

PURCH.
AGENT:BRANETTWORKERS COMPENSATION INSURANCE
EXPIRATION DATE:02/23/2024COUNCIL
APPROVED:STAFF
REC.:Monchilov Sewer ServiceSOLE PROPRIETORSHIP
EXPIRATION DATE:N/A

PO NUMBER:

591-552-818.000- DWAMEGLE21 ✓

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/7/2023
DEPT. EngineeringSUBJECT: 2023 Water Service Line Identification Project

Page 2 of 2

Bid Contained Math Error

				LJ Inc 6359 Miller Rd Swartz Creek, MI 48473		GreenTech Systems, LLC 214 Athlone Beach Bay City, MI 48706		Greenscape General Contracting PO Box 133 Lake, MI 48632	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Hydro-Excavation, 0 to 2 ft diameter	447	Ea	\$ 430.00	\$ 192,210.00	572.00	\$ 255,684.00	\$ 650.00	\$ 290,550.00
2	Hydro-Excavation, 2 to 6 ft diameter	70	Ea	\$ 650.00	\$ 45,500.00	672.00	\$ 47,040.00	\$ 725.00	\$ 50,750.00
3	Hydro-Excavation, 6 ft diameter and Greater	10	Ea	\$ 1,000.00	\$ 10,000.00	772.00	\$ 7,720.00	\$ 850.00	\$ 8,500.00
4	HMA Pavement Removal	650	Sft	\$ 6.00	\$ 3,900.00	10.00	\$ 6,500.00	\$ 10.00	\$ 6,500.00
5	Aggregate Base Course	60	Ton	\$ 35.00	\$ 2,100.00	60.00	\$ 3,600.00	\$ 135.00	\$ 8,100.00
6	Hand Patching, HMA	15	Ton	\$ 90.00	\$ 1,350.00	300.00	\$ 4,500.00	\$ 170.00	\$ 2,550.00
7	Concrete Replacement, 4 inch thick	1,050	Sft	\$ 11.00	\$ 11,550.00	10.00	\$ 10,500.00	\$ 33.00	\$ 34,650.00
8	Concrete Replacement, 6 inch thick	750	Sft	\$ 12.00	\$ 9,000.00	10.00	\$ 7,500.00	\$ 37.00	\$ 27,750.00
9	Maintenance Gravel	30	Ton	\$ 25.00	\$ 750.00	30.00	\$ 900.00	\$ 100.00	\$ 3,000.00
10	Maintaining Traffic	1	LSUM	\$ 50,000.00	\$ 50,000.00	5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
TOTAL BID				\$	326,360.00	\$	348,944.00	\$	435,350.00

				Plummer's Environmental Services 10075 Sedroc Industrial Dr Byron Center, MI 49315		L.A. Construction Corporation 3453 N. Linden Rd 810-659-7565			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Hydro-Excavation, 0 to 2 ft diameter	447	Ea	\$ 375.00	\$ 167,625.00	1,032.00	\$ 461,304.00		\$ -
2	Hydro-Excavation, 2 to 6 ft diameter	70	Ea	\$ 675.00	\$ 47,250.00	1,726.00	\$ 120,820.00		\$ -
3	Hydro-Excavation, 6 ft diameter and Greater	10	Ea	\$ 2,000.00	\$ 20,000.00	6,680.00	\$ 66,800.00		\$ -
4	HMA Pavement Removal	650	Sft	\$ 150.00	\$ 97,500.00	5.00	\$ 3,250.00		\$ -
5	Aggregate Base Course	60	Ton	\$ 150.00	\$ 9,000.00	138.00	\$ 8,280.00		\$ -
6	Hand Patching, HMA	15	Ton	\$ 200.00	\$ 3,000.00	300.00	\$ 4,500.00		\$ -
7	Concrete Replacement, 4 inch thick	1,050	Sft	\$ 135.00	\$ 141,750.00	18.00	\$ 18,900.00		\$ -
8	Concrete Replacement, 6 inch thick	750	Sft	\$ 185.00	\$ 138,750.00	24.00	\$ 18,000.00		\$ -
9	Maintenance Gravel	30	Ton	\$ 150.00	\$ 4,500.00	46.00	\$ 1,380.00		\$ -
10	Maintaining Traffic	1	LSUM	\$ 35,000.00	\$ 35,000.00	89,416.00	\$ 89,416.00		\$ -
TOTAL BID				\$	664,375.00	\$	792,650.00		\$ -



MEMORANDUM

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

DATE: March 20, 2023
TO: City Council
FROM: Clayton Wehner, Director of Engineering
SUBJECT: 2023 Sanitary Sewer Repair Project Bid Award

RECOMMENDATION:

Award of contract to The Glaeser-Dawes Corporation of Flushing, MI, for the 2023 Sanitary Sewer Repair Project in the amount of \$229,049.89.

BACKGROUND:

Bids were received on February 28, 2023 for the 2023 Sanitary Sewer Repair Project. This work is necessary to repair sections of sanitary sewer main that were unable to be lined during previous projects. Maps are attached showing the sanitary sewer mains scheduled to be repaired. One (1) bid was received from The Glaeser-Dawes Corporation. The bid tab is attached.

FISCAL IMPACTS:

Funds for this work are to be charged to the FY2022-2023 Sewer Fund Account No. 590-901-973.000-SEWERREHAB in the amount of \$229,049.89, plus contingency funds in the amount of \$20,000.00, for a total of \$249,049.89.

Attachments: (1) Resolution
(2) Contract
(3) Project Maps
(4) Bid Tab

RESOLUTION NO.

**AUTHORIZING AWARD OF THE 2023 SANITARY SEWER REPAIR PROJECT
TO THE GLAESER-DAWES CORPORATION OF FLUSHING, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined segments of the sanitary sewer on various streets in the City have become deteriorated or damaged and that open cut repair is required; and

WHEREAS, the City of Owosso sought bids for the repair of these segments of sanitary sewer as part of the 2023 Sanitary Sewer Repair Project, and the low responsive bid was received from The Glaeser-Dawes Corporation in the amount of \$229,049.89; and

WHEREAS, The Glaeser-Dawes Corporation is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ The Glaeser-Dawes Corporation to replace segments of deteriorated or damaged sanitary sewer as part of the 2023 Sanitary Sewer Repair Project.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services between the City of Owosso and The Glaeser-Dawes Corporation in the amount of \$229,049.89.
- THIRD: The accounts payable department is authorized to pay The Glaeser-Dawes Corporation for work satisfactorily completed on the project up to the initial contract amount of \$229,049.89, plus contingency in the amount of \$20,000.00 with prior authorization, for a total of \$249,049.89.
- FOURTH: The above expenses shall be paid from the FY2022-2023 Sanitary Sewer Fund Account No. 590-901-973-000-SEWERREHAB.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

The Glaeser-Dawes Corporation

2023 Sanitary Sewer Repair Project

March 2023

CONTRACT

THIS AGREEMENT is made on March ____, 2023 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and THE GLAESER-DAWES CORPORATION ("contractor"), a Michigan company, whose address is 4130 Commerce Drive, Suite C, Flushing, Michigan 48433.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "**2023 Sanitary Sewer Repair Project**," as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds
- Insurance
- W-9

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed two hundred twenty-nine thousand forty-nine dollars and eighty-nine cents (\$229,049.89). No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

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

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Robert J. Teich, Jr., Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____








City of Owosso

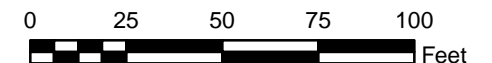
2023 Sanitary Sewer Repair Project

N. Chestnut St. at W. Main St.



Legend

-  Sanitary Mains for Repair
-  Sanitary Sewer Mains
-  Sanitary Sewer Manholes
-  Sanitary Pressurized Mains
-  Parcel Boundaries



City of Owosso GIS
29 July, 2022





City of Owosso

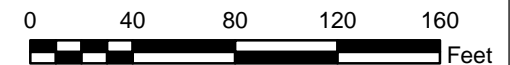
2023 Sanitary Sewer Repair Project

E. Comstock St.
between S. Washington St. & S. Park St.

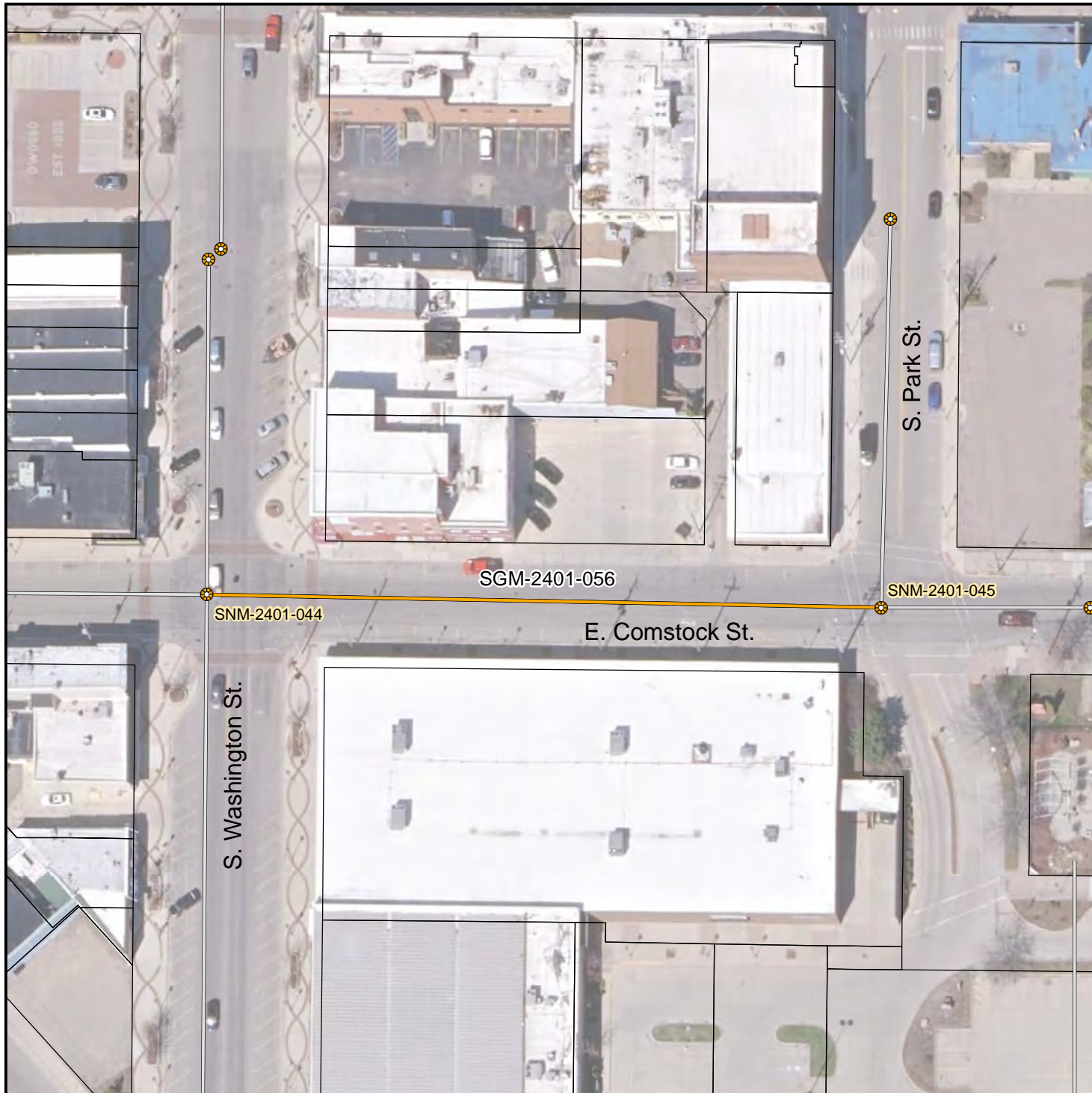


Legend

-  Sanitary Mains for Repair
-  Sanitary Sewer Mains
-  Sanitary Sewer Manholes
-  Parcel Boundaries



City of Owosso GIS
29 July, 2022









City of Owosso

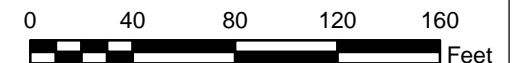
2023 Sanitary Sewer Repair Project

S. Dewey St.
between E. Main St. & E. Comstock St.



Legend

-  Sanitary Mains for Repair
-  Sanitary Sewer Mains
-  Sanitary Sewer Manholes
-  Parcel Boundaries



City of Owosso GIS
29 July, 2022


City of Owosso

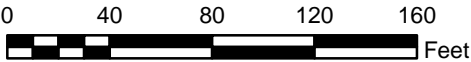
2023 Sanitary Sewer Repair Project

Wiltshire Dr.
to Southwest of Huntington Dr.



Legend

- Sanitary Mains for Repair
- Sanitary Sewer Mains
-  Sanitary Sewer Manholes
- Parcel Boundaries



City of Owosso GIS
29 July, 2022



CITY OF OWOSSO BID TABULATION SHEET

DATE 2/28/2023
DEPT. EngineeringSUBJECT: 2023 Sanitary Sewer Repair ProjectAlternate Bid (Items 401-425)
Page 3 of 3

Engineer's Estimate

Glaeser-Dawes Corporation
4130 Commerce Drive
Flushing, MI 48433

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
401	Mobilization, Max \$2,500, Chestnut	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		\$ -
402	Sewer, Rem, Less than 24 inch	25	Ft	\$ 30.00	\$ 750.00	\$ 24.00	\$ 600.00		\$ -
403	Pavl, Rem, Modified	53	Syd	\$ 15.00	\$ 795.00	\$ 9.30	\$ 492.90		\$ -
404	Erosion Control, Inlet Protection, Fabric Drop	4	Ea	\$ 125.00	\$ 500.00	\$ 26.20	\$ 104.80		\$ -
405	Project Cleanup, Chestnut	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 368.79	\$ 368.79		\$ -
406	Maintenance Gravel	27	Ton	\$ 40.00	\$ 1,080.00	\$ 28.83	\$ 773.01		\$ -
407	HMA Repair, 6 inch	53	Syd	\$ 100.00	\$ 5,300.00	\$ 105.77	\$ 5,605.81		\$ -
408	Pavl Mrkg, Only Cold Plastic, 6 inch, Crosswalk	116	Ft	\$ 5.00	\$ 580.00	\$ 3.75	\$ 435.00		\$ -
409	Pavl Mrkg, Only Cold Plastic, 24 inch, Stop Bar	24	Ft	\$ 15.00	\$ 360.00	\$ 17.40	\$ 417.60		\$ -
410	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00		\$ -
411	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	\$ 5.00	\$ 100.00	\$ 5.00	\$ 100.00		\$ -
412	Pedestrian Type II Barricade, Temp	2	Ea	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00		\$ -
413	Plastic Drum, Fluorescent, Furn	25	Ea	\$ 25.00	\$ 625.00	\$ 10.00	\$ 250.00		\$ -
414	Plastic Drum, Fluorescent, Oper	25	Ea	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00		\$ -
415	Sign, Type B, Temp, Prismatic, Furn	218	Sft	\$ 5.00	\$ 1,090.00	\$ 3.00	\$ 654.00		\$ -
416	Sign, Type B, Temp, Prismatic, Oper	218	Sft	\$ 1.00	\$ 218.00	\$ 1.00	\$ 218.00		\$ -
417	Sign, Type B, Temp, Prismatic, Spec, Furn	76	Sft	\$ 8.00	\$ 608.00	\$ 8.00	\$ 608.00		\$ -
418	Sign, Type B, Temp, Prismatic, Spec, Oper	76	Sft	\$ 1.00	\$ 76.00	\$ 1.00	\$ 76.00		\$ -
419	Minor Traf Devices, Chestnut	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00		\$ -
420	Traf Regulator Control, Chestnut	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 72.25	\$ 72.25		\$ -
421	Sanitary Structure, 48 inch dia	1	Ea	\$ 3,500.00	\$ 3,500.00	\$ 4,025.35	\$ 4,025.35		\$ -
422	Sanitary Structure Cover, Type Q	1	Ea	\$ 750.00	\$ 750.00	\$ 824.29	\$ 824.29		\$ -
423	Sanitary Structure, Rem	1	Ea	\$ 1,000.00	\$ 1,000.00	\$ 900.14	\$ 900.14		\$ -
424	Sanitary Sewer, PVC, 8 inch, Tr Det B2	25	Ft	\$ 250.00	\$ 6,250.00	\$ 394.88	\$ 9,867.00		\$ -
425	Sanitary Sewer Bypass Pumping, Chestnut	1	LSUM	\$ 7,000.00	\$ 7,000.00	\$ 1,818.86	\$ 1,818.86		\$ -
ALTERNATE BID TOTAL					\$ 43,307.00		\$ 34,336.80		\$ -
BASE BID + ALTERNATE BID TOTAL					\$ 293,311.00		\$ 229,049.89		\$ -

DEPT. HEAD: Clayton Wilmer
PURCH. AGENT: [Signature]
STAFF REC.: Glaeser-Dawes Corporation

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 5/6/2023
WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 4/30/2023
SOLE PROPRIETORSHIP
EXPIRATION DATE: N/A

AWARDED: _____
COUNCIL APPROVED: _____
PO NUMBER: _____

FY 22/23 Project
590-901-973.000-SEWERREHAB ✓

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/28/2023
DEPT. Engineering

SUBJECT: 2023 Sanitary Sewer Repair Project

Base Bid (Items 101-121, 201-220, 301-320)
Page 1 of 3

Engineer's Estimate

Glaeser-Dawes Corporation
4130 Commerce Drive
Flushing, MI 48433

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	Mobilization, Max \$8,000, Wiltshire	1	LSUM	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		\$ -
102	Sewer, Rem, Less than 24 Inch	261	FI	\$ 30.00	\$ 7,830.00	\$ 3.75	\$ 978.75		\$ -
103	Pavt, Rem, Modified	479	Syd	\$ 15.00	\$ 7,185.00	\$ 2.48	\$ 1,187.92		\$ -
104	Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ 125.00	\$ 375.00	\$ 26.20	\$ 78.60		\$ -
105	Project Cleanup, Wiltshire	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 368.79	\$ 368.79		\$ -
106	Maintenance Gravel	216	Ton	\$ 40.00	\$ 8,640.00	\$ 28.63	\$ 6,184.08		\$ -
107	HMA Repair, 6 Inch	479	Syd	\$ 100.00	\$ 47,900.00	\$ 84.20	\$ 40,331.80		\$ -
108	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	16	Ea	\$ 100.00	\$ 1,600.00	\$ 90.00	\$ 1,440.00		\$ -
109	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	16	Ea	\$ 5.00	\$ 80.00	\$ 5.00	\$ 80.00		\$ -
110	Pedestrian Type II Barricade, Temp	2	Ea	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00		\$ -
111	Plastic Drum, Fluorescent, Furn	25	Ea	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00		\$ -
112	Plastic Drum, Fluorescent, Oper	25	Ea	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00		\$ -
113	Sign, Type B, Temp, Prismatic, Furn	236	Sft	\$ 5.00	\$ 1,180.00	\$ 3.00	\$ 708.00		\$ -
114	Sign, Type B, Temp, Prismatic, Oper	236	Sft	\$ 1.00	\$ 236.00	\$ 1.00	\$ 236.00		\$ -
115	Sign, Type B, Temp, Prismatic, Spec, Furn	64	Sft	\$ 8.00	\$ 512.00	\$ 8.00	\$ 512.00		\$ -
116	Sign, Type B, Temp, Prismatic, Spec, Oper	64	Sft	\$ 1.00	\$ 64.00	\$ 1.00	\$ 64.00		\$ -
117	Minor Traf Devices, Wiltshire	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00		\$ -
118	Traf Regulator Control, Wiltshire	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 246.38	\$ 246.38		\$ -
119	Sanitary Structure, Tap, 8 inch	2	Ea	\$ 750.00	\$ 1,500.00	\$ 993.93	\$ 1,987.86		\$ -
120	Sanitary Sewer, PVC, 8 inch, Tr Det B2	261	FI	\$ 125.00	\$ 32,625.00	\$ 119.43	\$ 31,171.23		\$ -
121	Sanitary Sewer Bypass Pumping, Wiltshire	1	LSUM	\$ 3,000.00	\$ 3,000.00	\$ 632.61	\$ 632.61		\$ -
201	Mobilization, Max \$3,000, Dewey	1	LSUM	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		\$ -
202	Sewer, Rem, Less than 24 Inch	20	FI	\$ 30.00	\$ 600.00	\$ 7.50	\$ 150.00		\$ -
203	Pavt, Rem, Modified	43	Syd	\$ 15.00	\$ 645.00	\$ 12.14	\$ 522.02		\$ -
204	Project Cleanup, Dewey	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 368.79	\$ 368.79		\$ -
205	Maintenance Gravel	20	Ton	\$ 40.00	\$ 800.00	\$ 28.63	\$ 572.60		\$ -
206	HMA Repair, 8 inch	43	Syd	\$ 125.00	\$ 5,375.00	\$ 144.14	\$ 6,198.02		\$ -
207	Barricade, Type III, High Intensity, Double Sided, Lighted, FurnE	45	Ea	\$ 100.00	\$ 4,500.00	\$ 90.00	\$ 4,050.00		\$ -
208	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	45	Ea	\$ 5.00	\$ 225.00	\$ 5.00	\$ 225.00		\$ -
209	Pedestrian Type II Barricade, Temp	4	Ea	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00		\$ -
210	Lighted Arrow, Type C, Furn	2	Ea	\$ 400.00	\$ 800.00	\$ 650.00	\$ 1,300.00		\$ -
211	Lighted Arrow, Type C, Oper	2	Ea	\$ 10.00	\$ 20.00	\$ 100.00	\$ 200.00		\$ -
212	Ltg for Night Work	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 200.00	\$ 200.00		\$ -
213	Plastic Drum, Fluorescent, Furn	50	Ea	\$ 25.00	\$ 1,250.00	\$ 20.00	\$ 1,000.00		\$ -
214	Plastic Drum, Fluorescent, Oper	50	Ea	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00		\$ -
215	Sign, Type B, Temp, Prismatic, Furn	290	Sft	\$ 5.00	\$ 1,450.00	\$ 3.00	\$ 870.00		\$ -
216	Sign, Type B, Temp, Prismatic, Oper	290	Sft	\$ 1.00	\$ 290.00	\$ 1.00	\$ 290.00		\$ -
217	Minor Traf Devices, Dewey	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 3,425.00	\$ 3,425.00		\$ -
218	Traf Regulator Control, Dewey	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 246.38	\$ 246.38		\$ -
219	Sanitary Sewer, PVC, 12 inch, Tr Det B2	20	FI	\$ 250.00	\$ 5,000.00	\$ 480.12	\$ 9,602.40		\$ -
220	Sanitary Sewer Bypass Pumping, Dewey	1	LSUM	\$ 8,000.00	\$ 8,000.00	\$ 9,460.00	\$ 9,460.00		\$ -

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/28/2023

DEPT. Engineering

SUBJECT: 2023 Sanitary Sewer Repair Project

Base Bid (Items 101-121, 201-220, 301-320)
Page 2 of 3

Engineer's Estimate

Glaeser-Dawes Corporation
4130 Commerce Drive
Flushing, MI 48433

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
301	Mobilization, Max \$4,000, Comstock	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		\$ -
302	Sewer, Rem, Less than 24 inch	70	Ft	\$ 30.00	\$ 2,100.00	\$ 6.43	\$ 450.10		\$ -
303	Pavt, Rem, Modified	197	Syd	\$ 15.00	\$ 2,955.00	\$ 8.71	\$ 1,715.87		\$ -
304	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ 125.00	\$ 250.00	\$ 26.20	\$ 52.40		\$ -
305	Project Cleanup, Comstock	1	LSUM	\$ 3,000.00	\$ 3,000.00	\$ 368.79	\$ 368.79		\$ -
306	Maintenance Gravel	89	Ton	\$ 40.00	\$ 3,560.00	\$ 28.63	\$ 2,548.07		\$ -
307	HMA Repair, 8 inch	197	Syd	\$ 125.00	\$ 24,625.00	\$ 124.67	\$ 24,559.99		\$ -
308	Barricade, Type III, High Intensity, Double Sided, Lighted, FurnE	20	Ea	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00		\$ -
309	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	\$ 5.00	\$ 100.00	\$ 5.00	\$ 100.00		\$ -
310	Pedestrian Type II Barricade, Temp	4	Ea	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00		\$ -
311	Plastic Drum, Fluorescent, Furn	25	Ea	\$ 25.00	\$ 625.00	\$ 10.00	\$ 250.00		\$ -
312	Plastic Drum, Fluorescent, Oper	25	Ea	\$ 1.00	\$ 25.00	\$ 1.00	\$ 25.00		\$ -
313	Sign, Type B, Temp, Prismatic, Furn	277	Sft	\$ 5.00	\$ 1,385.00	\$ 3.00	\$ 831.00		\$ -
314	Sign, Type B, Temp, Prismatic, Oper	277	Sft	\$ 1.00	\$ 277.00	\$ 1.00	\$ 277.00		\$ -
315	Sign, Type B, Temp, Prismatic, Spec, Furn	80	Sft	\$ 8.00	\$ 640.00	\$ 8.00	\$ 640.00		\$ -
316	Sign, Type B, Temp, Prismatic, Spec, Oper	80	Sft	\$ 1.00	\$ 80.00	\$ 1.00	\$ 80.00		\$ -
317	Minor Traf Devices, Comstock	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00		\$ -
318	Traf Regulator Control, Comstock	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 246.38	\$ 246.38		\$ -
319	Sanitary Sewer, PVC, 8 Inch, Tr Det B2	70	Ft	\$ 200.00	\$ 14,000.00	\$ 215.51	\$ 15,085.70		\$ -
320	Sanitary Sewer Bypass Pumping, Comstock	1	LSUM	\$ 2,000.00	\$ 2,000.00	\$ 1,019.56	\$ 1,019.56		\$ -
BASE BID TOTAL				\$	250,004.00	\$	194,713.09	\$	-



MEMORANDUM

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

DATE: March 20, 2023

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Topographic Survey Services for FY2024 DWSRF Water Main Replacement Project

RECOMMENDATION

Waive competitive bidding for professional services in accordance with Sec. 2-346 of the Code of Ordinances and approve the proposal provided by Fleis & Vandenbrink Engineering, Inc. in the amount of \$22,000.00, for topographic survey services for 2024 Water Main Replacement Project.

BACKGROUND

The City of Owosso has submitted an Intent to Apply (ITA) form for the FY2024 Drinking Water State Revolving Fund (DWSRF) program through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for water main replacements on various streets within the city during the 2024 construction season. Even though projects will not be awarded until October, design work must begin now to meet EGLE deadlines for 2024 construction. A topographic survey is required to begin the design of the project. Design work will be performed by city of Owosso engineering staff. A map of streets needing topographic survey is attached.

On March 9, 2023 the City received a proposal from Fleis & Vandenbrink Engineering, Inc. to perform the topographic survey in the amount of \$22,000.00. The Fleis & Vandenbrink Engineering, Inc. proposal is also attached.

FISCAL IMPACTS

Funds for the above proposed services in the amount of \$22,000.00 will be issued from Water Fund Account No. 591-901-972.000-DWLF24-25 and other funds as appropriate.

ENCLOSURES: (1) Resolution
(2) Contract Addendum
(3) Fleis & Vandenbrink Engineering, Inc. Proposal
(4) Map of streets to be surveyed

RESOLUTION NO.

**AUTHORIZING CONTRACT ADDENDUM NO. 2023-02
TO THE FY2022-2023 GENERAL
ENGINEERING SERVICES CONTRACT WITH
FLEIS & VANDENBRINK ENGINEERING, INC.
FOR TOPOGRAPHIC SURVEY SERVICES FOR THE
FY2024 DWSRF WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fleis & Vandenbrink Engineering, Inc. on April 20, 2020 and renewed said contract on May 16, 2022 for the term of July 1, 2022 to June 30, 2023 for general engineering services; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, intends to conduct a project to replace water main as part of its FY2024 Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, this project requires the services of a professional engineering firm to complete a topographic survey; and

WHEREAS, the City has reviewed the proposal provided by Fleis & Vandenbrink Engineering, Inc. for these services in the amount of \$22,000.00; and

WHEREAS, Section 2-346 of the City of Owosso Code of Ordinances allows competitive bidding to be waived for professional 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 theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Fleis & Vandenbrink Engineering, Inc. to provide topographic survey services for the FY2024 DWSRF Water Main Replacement Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially as attached as Addendum No. 2023-2 to the General Engineering Services 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 amount of \$22,000.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from Water Fund Acct No. 591-901-972.000-DWLF24-25 and other funds as appropriate.

**ADDENDUM NO. 2023-2 TO THE
FY2022-2023 GENERAL ENGINEERING SERVICES CONTRACT
WITH
FLEIS & VANDENBRINK ENGINEERING, INC.
FOR TOPOGRAPHIC SURVEYING SERVICES
FOR THE FY2024 DWSRF WATER MAIN REPLACEMENT PROJECT**

This addendum is attached and made part of the contract for services for the General Engineering Services Contract, approved by City Council April 20, 2020 and renewed by City Council May 16, 2022 for the term of July 1, 2022 to June 30, 2023 between the city of Owosso, Michigan (City) and Fleis & Vandenbrink Engineering, Inc. (Engineer).

**TOPOGRAPHIC SURVEY SERVICES
FY2024 DWSRF WATER MAIN REPLACEMENT PROJECT**

PROJECT SCOPE OF WORK

The project scope of work includes topographic surveying, processing, and mapping to provide a turn-key AutoCAD product ready for engineering plan development as specified in the attached proposal.

COMPENSATION

As specified in the attached proposal, total cost for services is \$22,000.00. The engineer shall submit for payment based on monthly progress of the work.

For the Engineer:

Fleis & Vandenbrink Engineering, Inc.

By: _____

By: _____

Executed: _____, 2023

For the City:

City of Owosso, Michigan

By: _____
Robert J. Teich, Jr., Mayor

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2023



March 9, 2023

Via Email

Mr. Clayton Wehner, PE
City Engineer
City of Owosso
City Hall, 301 W. Main Street
Owosso, MI 48867

**RE: Proposal for Topographic Surveying Services
FY2024 DWSRF Water Main Replacement Project**

Dear Clayton,

We are pleased to provide you with this proposal to assist with the topographic surveying and mapping for the City's FY2024 water main replacement project.

Project Understanding

The City of Owosso is requesting surveying and mapping services along the following streets:

<u>Road Name</u>	<u>Limits</u>
1. Tracy	Frederick to Stewart (1200'±)
2. Dewey	Brandon to Moore (1000'±)
3. Grace	Cedar to Shiawassee (1350'±)
4. Young	Chestnut to Brooks (1100'±)
5. Nafus	South end to Frederic (750'±)
6. Gilbert	Mason to Oliver (850'±)
7. Clinton	Cedar to Shiawassee (1300'±)

It is anticipated that the design engineering and plan development will be completed in house by the City's engineering department. The City desires that the topographic surveying and base AutoCAD drawings be completed and ready for the City to proceed with design.

Scope of Service

Our scope of services includes topographic surveying, processing, and mapping to provide a turn-key AutoCAD product that is ready for engineering plan development. Our field and office services will include the following:

Field Services:

1. Establish horizontal and vertical control for topographic surveying and determination of road right-of-way.
2. Complete topographic surveying utilizing GPS or total station. Topographic surveying to extend 100 feet from the POB street intersection to 100 feet beyond the POE street intersection, as well as 100 feet along all intersection side streets.
3. Obtain rim elevations on existing structures.

**9475 Holly Road, Suite 201
Grand Blanc, MI 48439**
P: 810.743.9120
F: 810.771.7860
www.fveng.com

Office Services:

1. Download and process topographic survey to create AutoCAD base drawing, complete linework, add feature labels, and establish alignment and stationing.
2. Create surface model (TIN).
3. Add right-of-way and benchmark information to base drawing.
4. Provide AutoCAD 2018 .DWG base drawing for use in design.

Services anticipated to be completed by City of Owosso:

1. Preparation of MISSDIG design ticket to request public utility information.
2. Obtain existing utility and parcel information and add to base drawing.
3. Obtain any required invert elevations, pipe sizes, and other structure information
4. Research platted rights-of-way and provide to F&V.
5. Add existing utility information provided by utility owners (gas, electric, cable, etc.) to base drawing.

Fee Budget

The recommended budget for the above outlined professional services is **\$22,000**.

We appreciate the opportunity in providing our services to the City of Owosso. If you need any additional information or have any changes to our proposed scope of services, please contact me at (810) 244-1729.

Sincerely,

FLEIS & VANDENBRINK

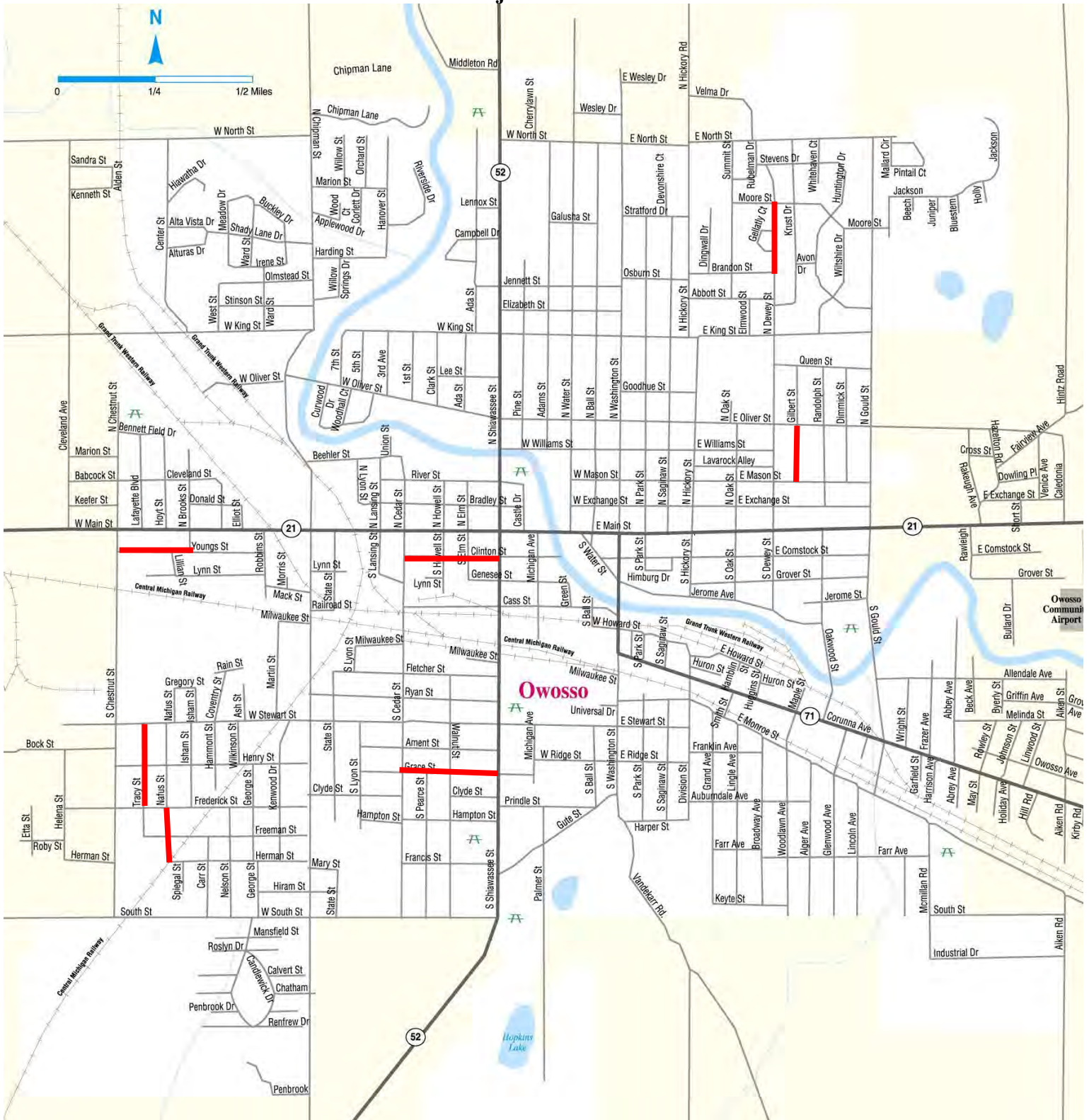


Geric L. Rose, P.E., P.S.
Regional Manager, Associate

CITY OF OWOSSO

FY2024 DWSRF Water Main Replacement Project – Topographic Survey

Project Locations





MEMORANDUM

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

DATE: March 10, 2023
TO: City Council
FROM: Brad Barrett, Finance Director
SUBJECT: Legal Services Agreements for Firetruck Loan
(USDA Rural Development MI Guide 4)

RECOMMENDATION:

The Finance Department recommends approval of legal services agreements with Gould Law, P.C. and Dickinson Wright PLLC as required under the USDA Rural Development Community Facilities Loan Program.

BACKGROUND:

On March 6, 2022, the City Council approved a loan application to USDA Rural Development to purchase a new fire truck. The USDA Rural Development Community Facilities Loan Program requires the City to issue a general obligation bond for the amount of the loan that the federal government will then purchase at a fixed rate and term. Legal services agreements (USDA Rural Development MI Guide 4 Form) are a requirement under this financing program.

Two legal agreements will be required for the city's loan application. One proposed legal agreement is with Gould Law, P.C. (Scott Gould) as the City attorney and the other proposed agreement is with Dickinson Wright PLLC (Eric McGlothlin) as bond counsel. These two firms are familiar with the City of Owosso and have been used by the City in the past.

FISCAL IMPACTS:

Gould Law, P.C. will charge an hourly rate of \$125.00 up to \$1,000.00 and Dickinson Wright PLLC will charge a lump sum of \$9,000.00. These costs will be eligible for reimbursement with bond proceeds issued under the federal financing program. These legal expenses would be charged to 101.336.978.000.

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

RESOLUTION NO.

**AUTHORIZE LEGAL SERVICES AGREEMENTS WITH
GOULD LAW, P.C. AND DICKINSON WRIGHT PLLC
AS REQUIRED BY THE USDA RURAL DEVELOPMENT COMMUNITY FACILITIES
DIRECT LOAN PROGRAM FOR PURCHASE OF A FIRE TRUCK**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, provides a full-service public safety department consisting of a police department and the fire and ambulance service department; and

WHEREAS, the fire department utilizes a fleet of seven apparatuses (three fire trucks, three ambulances and one pick up); and

WHEREAS, one fire apparatus is a 1998 fire pumper truck that has passed the end of its useful life and needs to be replaced; and

WHEREAS, the USDA Rural Development Agency offers a Community Facilities Direct Loan Program to finance municipal purchases; and

WHEREAS, a requirement of this federal loan program is the procurement of legal services agreements.

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 approve two legal services agreements as required under the USDA Rural Development Agency Community Facilities Direct Loan program.
- SECOND: a legal services agreement with Gould Law, P.C. is hereby authorized at an hourly rate of \$125.00, not to exceed \$1,000.00.
- THIRD: a legal services agreement with Dickinson Wright PLLC is hereby authorized in the amount of \$9,000.00.
- FOURTH: the Mayor and City Clerk are hereby authorized and instructed to sign service agreements with Gould Law, P.C. and Dickinson Wright PLLC substantially as attached.
- FIFTH: the Finance Department is authorized to encumber and pay for such expenses from line item 101.336.978.000.

LEGAL SERVICES AGREEMENT

This Agreement made this 10 day of March, 2023
between

City of Owosso
hereinafter referred to as "Owners," and

Scott J. Gould (P76101)
attorney at law, of Scott J. Gould (P76101)/Gould Law P.C.
hereinafter referred to as "Attorney":

WHEREAS, the Attorney agrees to perform all legal services
necessary to the organization, financing, construction, and initial
operation of a Purchase of Fire truck system:

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the attorney will perform such services as are necessary to
accomplish the above recited objectives including, but not limited
to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, U. S. Department of Agriculture (USDA), (g) entering into construction contracts; (h) preparation and adoption of by-laws, rules and regulations, and the rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

4. Preparation, negotiation, or review of contract with a city or other source of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recording thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. Preparation and approval of those documents pertaining to the issuance of the Owner's obligations. Preparation of opinions of counsel as required by Owners or the USDA. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

(Please refer to Michigan Guide 4, Attachment 1 "Legal Requirements Guide" when preparing the required legal documents)

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Hourly rate of \$ 125.00 plus expenses; not to exceed \$1,000;
2. Additional compensation, in excess of the maximum agreed on above, may be increased by amendment to this agreement only when there is sufficient documentation for the increase and approved by USDA Rural Development.

Said fees to be payable in the following manner and at the following times:

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within 10 days from the date of the commencement of its legal existence, this Agreement shall terminate and

Owners shall be liable to the Attorney for Payment of \$ 1.00, which sum represents payment in full for the organization and incorporation of the association for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney: [Signature]
(signature)

Firm Name: Gould Law P.C.
Address: 114 E. Main Street Suite 218
Owosso, Michigan 48867

Phone: 989 729 0071

Fax:

Email: Gouldlaw@Outlook.com

Owners: _____
(appropriate signature)

(appropriate signature)

USDA, Rural Development Concurrence

By: _____
(signature)

Name, title: _____



2600 WEST BIG BEAVER ROAD, SUITE 300
TROY, MI 48084-3312
TELEPHONE: 248-433-7200
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

ERIC MCGLOTHLIN
EMcGlothlin@dickinsonwright.com
248-433-7565

February 15, 2023

Via Electronic Delivery

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Dear Ladies and Gentlemen:

We are thankful for the opportunity to continue serving as bond counsel to the City of Owosso (the “Issuer”), and we look forward to the opportunity to work with you in connection with financing the City’s purchase of a fire truck apparatus and related modifications. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer to finance such purchase (the “Purchase”). We understand that the cost of the Purchase is expected to be less than \$1,000,000. We further understand that the Bonds are to be issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and repayment of the Bonds will be secured by the City’s pledge of its limited tax, full faith and credit.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Purchase for compliance with the requirements of the Internal Revenue Code, if applicable, and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds (including, without limitation, the resolution of the governing body of the Issuer declaring the Issuer’s official intent to reimburse expenditures made to facilitate the Purchase paid by the Issuer prior to the issuance of the Bonds (if necessary), the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

City of Owosso
February 15, 2023
Page 2

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Work with the Michigan Finance Authority and other State employees, representatives, officials, and consultants, if any, to facilitate compliance with any Michigan Finance Authority requirements.

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes, if applicable. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Purchase or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the Purchase or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making

an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds, if applicable); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion. We have extensive experience with these issues and would be pleased to assist you with any of these matters if the Issuer would desire to enter into a separate engagement for these services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer; we are not counsel to any other party and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose a fee for services as bond counsel for an issue of Bonds not to exceed \$1,000,000 in the amount of \$9,000. Our fees for services rendered on the bond issue would become due and payable as of the date of the closing of the bonds. If the bond issue does not move forward for some reason, no fee would be charged.

In addition to our fee for services as bond counsel, we would seek to be reimbursed for out-of-pocket expenses incurred on behalf of the Issuer including, but not limited to, overnight delivery charges and mileage. These expenses would be capped at \$250. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

City of Owosso
February 15, 2023
Page 4

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, if applicable; make the required filing with the Michigan Department of Treasury; and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning an electronic copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Sincerely,



Eric McGlothlin

ACCEPTED:

City of Owosso

By: _____

Its: _____

Date: _____, 2023

4893-7496-0465 v1 [99998-2686]

LEGAL SERVICES AGREEMENT

This Agreement made this 7th day of March, 2023
between City of Owosso, Michigan

hereinafter referred to as "Owners," and
Dickinson Wright PLLC

attorney at law, of Troy, Michigan,
hereinafter referred to as "Attorney":

WHEREAS, the Attorney agrees to perform all legal services
necessary to the organization, financing, construction, and initial
operation of a fire truck apparatus and related modifications system:

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the attorney will perform such services as are necessary to
accomplish the above recited objectives including, but not limited
to, the following:

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, U. S. Department of Agriculture (USDA), (g) entering into construction contracts; (h) preparation and adoption of by-laws, rules and regulations, and the rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

4. Preparation, negotiation, or review of contract with a city or other source of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recording thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from state regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
8. Preparation and approval of those documents pertaining to the issuance of the Owner's obligations. Preparation of opinions of counsel as required by Owners or the USDA. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

(Please refer to Michigan Guide 4, Attachment 1 "Legal Requirements Guide" when preparing the required legal documents)

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

Hourly rate of \$ N/A plus expenses; not to exceed
\$ 9,000.00 ;
2. Additional compensation, in excess of the maximum agreed on above, may be increased by amendment to this agreement only when there is sufficient documentation for the increase and approved by USDA Rural Development.

Said fees to be payable in the following manner and at the following times:

SECTION C - OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within 365 days from the date of the commencement of its legal existence, this Agreement shall terminate and

Owners shall be liable to the Attorney for Payment of \$-0-, which sum represents payment in full for the organization and incorporation of the association for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney: 
(signature)

Firm Name: Dickinson Wright PLLC

Address:
2600 West Big Beaver Road, #300, Troy, MI 48084

Phone: 248.433.7566

Fax: 844.670.6009

Email: emcglathlin@dickinsonwright.com

Owners: _____
(appropriate signature)

(appropriate signature)

USDA, Rural Development Concurrence

By: _____
(signature)

Name, title: _____



MEMORANDUM

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

DATE: March 20, 2023

TO: Mayor Teich and the Owosso City Council

FROM: City Manager

SUBJECT: Approve \$1300 offer to purchase City Property on corner of Gould and M-71

BACKGROUND:

The city received an offer from MDOT to purchase a very small portion of a city-owned parcel on the SW corner of Gould and M-71 to make improvements to the pedestrian crossing. The intent is to adjust the route of the sidewalk to accommodate the installation of a new pedestrian crossing indicator. They are offering \$1,300.00 for the purchase of a 6.5' x 8' section near the current crosswalk, and for permission to do the necessary grading for the relocated sidewalk. The parcel in question is 050-011-021-002-00.

The parcel:



The part MDOT wants to buy and path of proposed sidewalk relocation:



RECOMMENDATION

This offer has been posted for 21 days according to Section 14.3(B)(2) of the city charter governing the sale of real property and no additional offers have been received in that time. Recommendation is to approve the agreement with MDOT in the amount of \$1,300.00.

RESOLUTION NO.

**APPROVING PROPERTY SALE BETWEEN THE CITY OF OWOSSO AND MICHIGAN
DEPARTMENT OF TRANSPORTATION (MDOT) FOR A PORTION OF CITY-OWNED
PROPERTY ON THE SOUTHWEST CORNER OF GOULD STREET AND M-71**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns Parcel 050-011-021-002-00, constituting 0.49 acres of commercially zoned property; and

WHEREAS, the City of Owosso has received an offer to purchase an eight by six-and-a-half-foot strip (approximately 52 square feet) near the M-71/Gould Street intersection of said parcel and described below for one thousand three hundred dollars (\$1,300.00) for the purpose of installing sidewalk and equipment to aid pedestrian crossings:

Legal Description: Fee Partial

MOOT FEE ACQUISITION PARCEL DESCRIPTION

MDOT PARCEL 7000, CONTROL SECTION 76041

Part of Block 21 of the Plat of Re-Subdivision of Blocks 19, 20, and 21 of Geo. T. Abrey's Woodland Park Addition to the City of Owosso, Shiawassee County, Michigan, according to the plat thereof as recorded in Liber 1, Page 120 1/2, Shiawassee County Records, described as beginning at a point on the North line of said Block 21 that is South 71°45'50" East, 134.06 from the Northeast corner of Block 20 of said plat; thence South 71°45'50" East, continuing on said North line of Block 21, 54.00 feet; thence South 18°14'10" West, perpendicular to said North line of Block 21, 6.00 feet; thence South 71°45'50" East, parallel with said North line of said Block 21, 63.27 feet to the Point of Beginning; thence continuing South 71°45'50" East, parallel with said North line of said Block 21, 6.50 feet, to the Westerly Right of Way line of Gould Street (100' wide); thence on said Westerly Right of Way line of Gould Street on a Curve to the left having a central angle of 00°41'09", a radius of 668.27 feet, and a chord bearing and distance of South 17°43'17" West, 8.00 feet; thence North 71°45'50" West, parallel with said North line of said Block 21, 6.59 feet, thence North 18°14'10" East, perpendicular to said North line of Block 21, 8.00 feet, to the Point of Beginning. The lands described in fee above contain 0.001 Acres (52 square feet) more or less and are also subject to any easements of record; and

WHEREAS, the City of Owosso published the offer for 21 days in accordance with Section 14.3(2) of the Owosso City Charter governing the sale of the City-owned real estate; and

WHEREAS, the 21-day pasting period has expired with no additional offers submitted; and

WHEREAS, the Michigan Department of Transportation (MDOT) wishes to purchase the section of said parcel to make sidewalk and pedestrian crossing improvements.

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 sell the 8' x 6.5' portion of the northeast corner of Parcel 050-011-021-002-00 described above to the Michigan Department of Transportation (MDOT) for the sum of One Thousand Three Hundred Dollars (\$1,300.00), due at the time of closing.
- SECOND: The City of Owosso agrees to grant the portion of property described for the construction/reconstruction of sidewalk.
- THIRD: The Mayor and City Clerk are instructed and authorized to execute appropriate documents to complete the sale.



GRETCHEN WHITMER
GOVERNOR

**STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING**

BRADLEY C. WIEFERICH, P.E.
ACTING DIRECTOR

Good Faith Offer

January 24, 2023

City of Owosso
Attn: Nathan Henne
301 W Main Street
Owosso, Michigan 48867-2999

CS: 76041, JN: 209496, Parcel: 7000, Address: South Gould St. Owosso, MI, 48867, City:
Owosso, County: Shiawassee

Dear Owner(s):

The Michigan Department of Transportation (MDOT) has an upcoming project along Regionwide. We have reviewed your property as it relates to the needs of the project and are interested in acquiring Fee Partial, Consent to Construct/Reconstruct Sidewalk rights to your property as set forth in the attached Addendum(a). In accordance with state and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's Good Faith Offer, to purchase these rights based on the terms and conditions contained herein. Please note that MDOT is not making this offer under the threat of condemnation. If an agreement regarding the purchase cannot be reached, MDOT will discontinue negotiations and cease this transaction. If in the future your property is needed for a transportation project, MDOT will contact you at that time.

If you agree, MDOT will purchase aforementioned rights to your property described as set forth in the attached Addendum(a).

This Good Faith Offer is based upon the valuation set forth in the enclosed market study report. This report is to be considered part of this Good Faith Offer. It outlines the items for which you are entitled to be paid, based on the facts known at this time, along with the state of the market and condition of the property as the date of the valuation.

MDOT's Good Faith Offer for the property rights to be purchased is itemized below:

Type	Amount
Fee Partial	\$1,000.00
Consent to Construct/Reconstruct Sidewalk	\$300.00
TOTAL	\$1,300.00

Accordingly, the total amount that MDOT is offering to you is \$1,300.00. Please note that this offer is valid only until 02/23/2023.

Please review all the materials carefully and let us know in writing if you believe anything of significance has been omitted with respect to the amount of money you should be paid. MDOT will review the items you identify and will respond accordingly if any changes will be made to its Good Faith Offer. We are also available to discuss this offer with you.

This Good Faith Offer is for the property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the property, you can decide amongst yourselves how to divide the amount MDOT is offering you, or you can request a court to decide.

If you are willing to accept MDOT's offer and, also agree to the terms and conditions set forth in the following Addendum(a), please sign and date the Acceptance of the Good Faith Offer and enclosed instruments in the presence of a witness. Be sure the witness also signs and dates the Acceptance. Please return this letter, signed Acceptance page and enclosed instrument(s) back to my attention.

Thank you in advance for your consideration of our Good Faith Written Offer. If you have any questions, please contact me at 989-297-0593 or WilliamsK34@michigan.gov.

Sincerely,



Kelcy Williams
Property Analyst
Michigan Department of Transportation

Attachments: Acceptance of Good Faith Offer, Addendum(a), Instrument(s), Legal Description(s), Market Study, Plan Sheets, and PR&PP Book

Acceptance of Good Faith Offer

The undersigned accept(s) the Michigan Department of Transportation's (MDOT's) Good Faith Offer of \$1,300.00 for the property described in MDOT's Good Faith Offer dated 01/19/2023. Furthermore, the undersigned agree(s) to the following terms and conditions set forth in the attached Addendum(a):

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

Control Section 76041	Job ID 209496	Parcel 7000
Owner Of Record City of Owosso		
Property Tax Code 050-011-021-002-00		

Addendum for Fee Acquisition

PRICE: The owner(s) will sell the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of \$1,000.00 via the appropriate instrument(s), clear of all encumbrances and subject only to easements and restrictions of record.

TITLE: The owner(s) shall not sell, convey, mortgage, or otherwise encumber the title to the property or any part thereof, or permit any act or deed to diminish the value of the property described in the attached legal description(s).

TAXES: The owner(s) shall pay all real estate taxes due and payable at the time of closing. The owner(s) shall pay any special assessment levied at the time of closing. The owner(s) shall pay any personal property taxes due and payable at the time of closing, including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with The General Property Tax, Act 206 of 1893, as amended (MCL 211.2 *et seq.*).

IMPROVEMENTS: This sale includes all buildings, structures, trees, and other improvements located within the attached fee legal description(s).

OCCUPANCY: MDOT will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of 90 days after the closing. However, if the improvements on the property are vacated after the execution of this Acceptance of the Good Faith Offer, they cannot be reoccupied. Any personal property or fixtures that have not been removed by the date specified in a Notice to Quit issued by MDOT shall be deemed abandoned and will become the property of MDOT. This provision does not apply to hazardous material.

ESCROW AGENT: The owner(s) agree(s) that SARGENT'S TITLE COMPANY - FLINT (Commitment # 22-232863) may act as escrow agent in closing this sale. All sums necessary to satisfy and discharge all liens, encumbrances and taxes, and to secure and record the instruments necessary to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record, will be deducted from the proceeds.

DELAYED PAYMENT: The owner(s) agree(s) to a post-closing refund of prorated prepaid ad-valorem taxes when applicable.

MINERAL RIGHTS: Fluid mineral and gas rights are included.

SPECIAL PROVISIONS: NONE

Control Section 76041	Job ID 209496	Parcel 7000
Owner Of Record City of Owosso		
Property Tax Code 050-011-021-002-00		

Addendum for Consent(s)

PRICE: The owner(s) agree(s) to grant the property described in the attached legal description(s) to the Michigan Department of Transportation for the sum of \$300.00 via the appropriate instrument(s).

CONSENT TYPE(S): Consent to Construct/Reconstruct Sidewalk

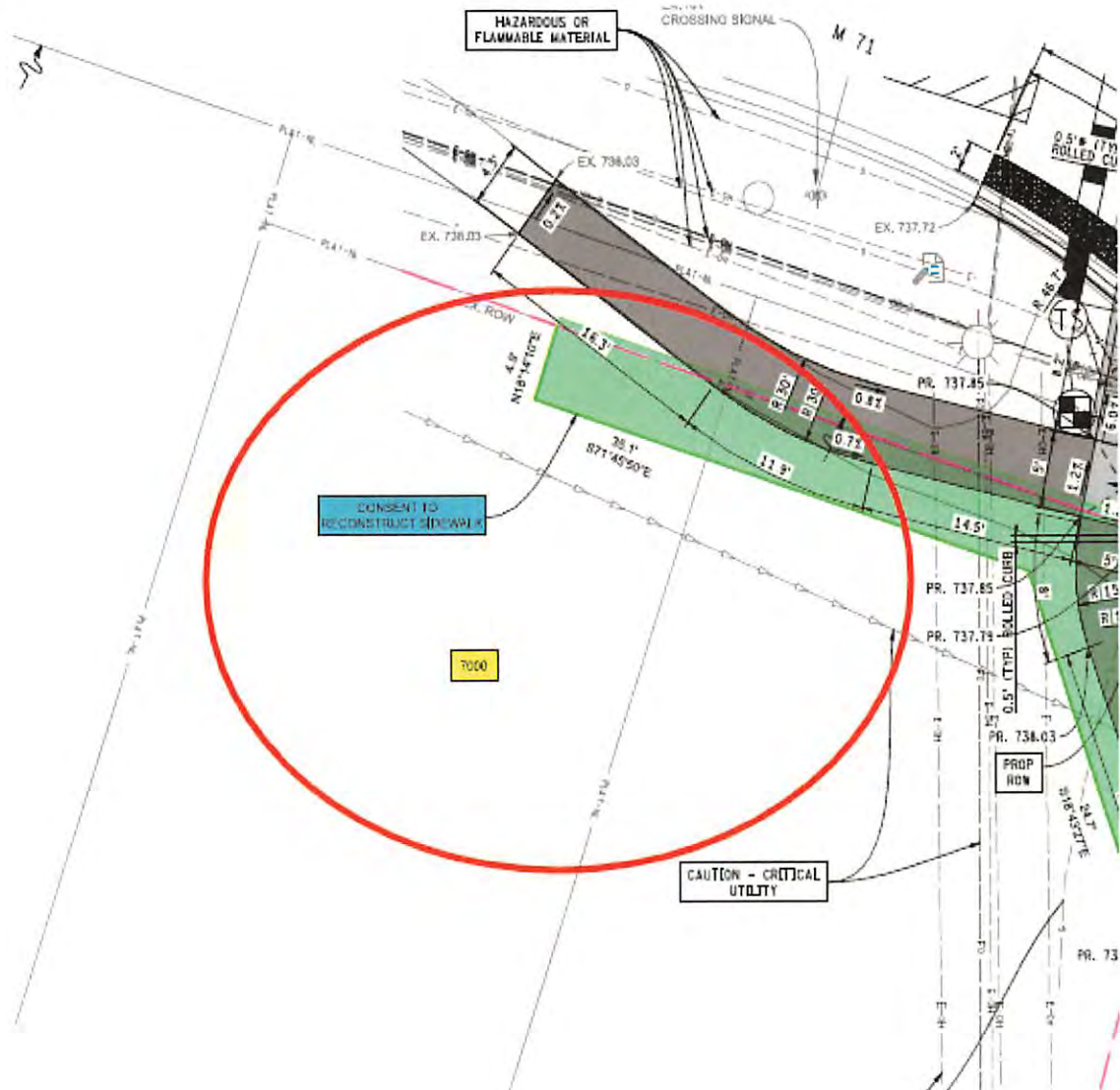
OCCUPANCY: The owner(s) agree(s) to grant the Michigan Department of Transportation occupancy of the described property upon payment of the price listed above effective from 01/24/2023 through completion of project.

CONVEYANCE: The owner(s) agree to deliver to MDOT the above cited consents subject to the following provision: This conveyance includes, but is not limited to, the right to any drainage structure replacement or repair; the right to remove trees, shrubs, and vegetation as necessary in the judgement of the Michigan Department of Transportation and the right of temporary occupancy by public utilities.

SPECIAL PROVISIONS: NONE

Control Section 76041	Job ID 209496	Parcel 7000
Owner Of Record City of Owosso		
Property Tax Code 050-011-021-002-00		

See attached sketch



Control Section 76041	Job ID 209496	Parcel 7000
Owner Of Record City of Owosso		
Property Tax Code 050-011-021-002-00		

Michigan Department
of Transportation
0640C (07/21)

CONSENT

The Grantor(s) City of Owosso, for the sum of Three Hundred dollars and 00/100 (\$300.00) grant to the Michigan Department of Transportation, whose address is 425 W. Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909 the right to Consent to Construct/Reconstruct Sidewalk, for transportation purposes, in over, and upon the real estate located in the City of Owosso, County of Shiawassee, State of Michigan, as described on the attached Legal Description; commonly known as South Gould St. Owosso, MI, 48867, including, but not limited to, the right to any drainage structure replacement or repair, the right to remove trees, shrubs, and vegetation as necessary in the judgment of the Michigan Department of Transportation and the right of temporary occupancy by public utilities; effective from 01/24/2023 to completion of project.

CONTROL SECTION 76041	JOB ID 209496	PARCEL 7000
OWNER OF RECORD City of Owosso		
PROPERTY TAX CODE 050-011-021-002-00		

**Legal Description: Consent to Construct/Reconstruct Sidewalk
Station #**

See attached sketch

Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____

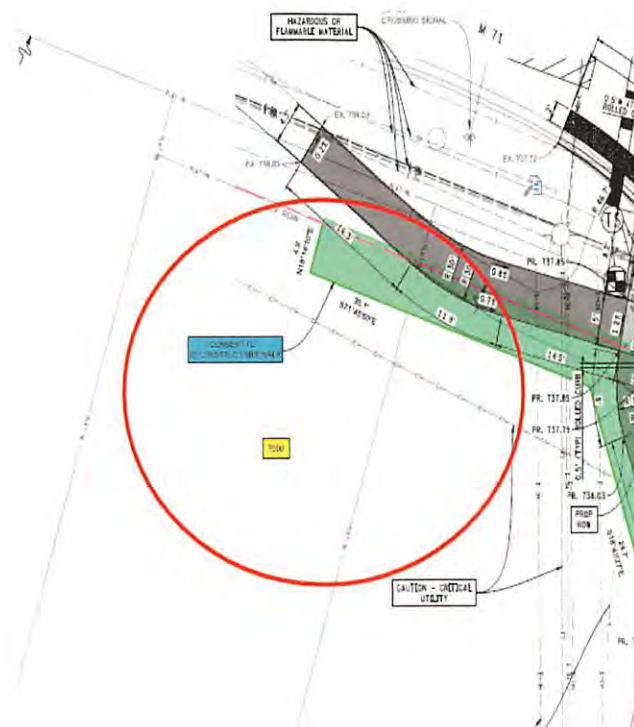
Signature: _____ Signed Date: _____

Signatory Name: _____

Signatory Title: _____

Witness Signature: _____ Witness Date: _____

Witness Name: _____



CONTROL SECTION 76041	JOB ID 209496	PARCEL 7000
OWNER OF RECORD City of Owosso		
PROPERTY TAX CODE 050-011-021-002-00		

COMPENSATION SUMMARY

	Area (Sqft)		Price/Sqft		Subtotal		Factor		Line Total	EJC Amount
Fee - Partial	52	X	\$3.47	=	\$181.00	X	100%	=	\$181	\$1,000
Consent to Construct/Reconstruct Sidewalk	332	X	\$3.47	=	\$1,153.00	X	10%	=	\$116	\$300

Total \$297

Total Estimated Just Compensation \$1,300

Parcel: 7000
Owner of Record: City of Owosso

CS: 76041

Job ID: 209496

CERTIFICATE OF SURVEY

THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR M.D.O.T. R.O.W. ACQUISITION.
NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING M.D.O.T. PARCEL SHALL
NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.

PARENT PARCEL LEGAL DESCRIPTION
AS RECORDED IN LIBER 706, PAGE 683, SHIAWASSEE COUNTY RECORDS

Vesting Deed per Sargents Title Company, File Number: 22-232863
Commonly known as: Vacant Land, Gould Street, Owosso, MI 48867
Tax ID Number: 050-011-021-002-00

Lots 3, 4, 5, and 6, Block 21, of the Plat of George T. Abrey's Woodlawn Park Addition, Re-Subdivision of Blocks 19, 20 and 21, of George T. Abrey's Woodlawn Park Addition to the City of Owosso, Shiawassee County, Michigan, according to the recorded Plat thereof, as recorded in Liber 1, Page 120 1/2, Shiawassee County Records; Except the Northerly 6 feet of Lots 5 and 6 and Except the Westerly 6 feet of Lot 3 and Except that portion of Gould Street Right of Way adjacent to Lot 6 of Re-Subdivision of Blocks 19, 20, and 21 of George T. Abrey's Woodlawn Park Addition and including 1/2 of vacated alley and Westerly portion of vacated Parkdale Avenue.

MDOT FEE ACQUISITION PARCEL DESCRIPTION
MDOT PARCEL 7000, CONTROL SECTION 76041

Part of Block 21 of the Plat of Re-Subdivision of Blocks 19, 20, and 21 of Geo. T. Abrey's Woodland Park Addition to the City of Owosso, Shiawassee County, Michigan, according to the plat thereof as recorded in Liber 1, Page 120 1/2, Shiawassee County Records, described as beginning at a point on the North line of said Block 21 that is South 71°45'50" East, 134.06 from the Northeast corner of Block 20 of said plat; thence South 71°45'50" East, continuing on said North line of Block 21, 54.00 feet; thence South 18°14'10" West, perpendicular to said North line of Block 21, 6.00 feet; thence South 71°45'50" East, parallel with said North line of said Block 21, 63.27 feet to the **Point of Beginning**; thence continuing South 71°45'50" East, parallel with said North line of said Block 21, 6.50 feet, to the Westerly Right of Way line of Gould Street (100' wide); thence on said Westerly Right of Way line of Gould Street on a Curve to the left having a central angle of 00°41'09", a radius of 668.27 feet, and a chord bearing and distance of South 17°43'17" West, 8.00 feet; thence North 71°45'50" West, parallel with said North line of said Block 21, 6.59 feet, thence North 18°14'10" East, perpendicular to said North line of Block 21, 8.00 feet, to the **Point of Beginning**. The lands described in fee above contain 0.001 Acres (52 square feet) more or less and are also subject to any easements of record.

REMAINDER PARCEL DESCRIPTION
VACANT LAND, GOULD STREET, OWOSSO, MI 48867, TAX ID# 050-011-021-002-00

Part of Block 21 of the Plat of Re-Subdivision of Blocks 19, 20, and 21 of Geo. T. Abrey's Woodland Park Addition to the City of Owosso, Shiawassee County, Michigan, according to the plat thereof as recorded in Liber 1, Page 120 1/2, Shiawassee County Records, described as beginning at a point on the North line of said Block 21 that is South 71°45'50" East, 134.06 from the Northeast corner of Block 20 of said plat also the **Point of Beginning**; thence South 71°45'50" East, continuing on said North line of Block 21, 54.00 feet; thence South 18°14'10" West, perpendicular to said North line of Block 21, 6.00 feet; thence South 71°45'50" East, parallel with said North line of said Block 21, 63.27 feet; thence South 18°14'10" West, perpendicular to said North line of Block 21, 8.00 feet; thence South 71°45'50" East, parallel with said North line of said Block 21, 6.57 feet, to the Westerly Right of Way line of Gould Street (100' wide); thence on said Westerly Right of Way line of Gould Street on a Curve to the left having a central angle of 12°27'57", a radius of 668.27 feet, and a chord bearing and distance of South 11°08'35" West, 145.11 feet; thence North 71°45'50" West, parallel with said North line of said Block 21, 141.75 feet, thence North 18°14'10" East, perpendicular to said North line of Block 21, 158.00 feet, to the **Point of Beginning**. The lands described above contain 0.459 Acres (20,002 square feet) more or less and are also subject to any easements of record.

FOR:



PREPARED BY:
MDOT BAY REGION SURVEYS
5859 SHERMAN ROAD
SAGINAW, MI 48604

DRAWN BY: DJL	CHECKED BY: KDT
FILE:CS76041_JN209496_PARCEL 7001_SURVEY.dgn	
CS: 76041	JN: 209496
ROUTE: M-71	PARCEL NO: 7000
DATE: 2022-12-06	SHEET: 1 OF 3

CERTIFICATE OF SURVEY


THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR M.D.O.T. R.O.W. ACQUISITION.
NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING M.D.O.T. PARCEL SHALL
NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.

NOTES:

- 1. Bearings are based on Grid North for Michigan Coordinate System, South Zone (2113). Please note that the bearing system for this survey is not relative to the bearings of the Parent Parcel description.
- 2. Legal Alignment of M-71 is the Survey Alignment line as established based on MDOT Design Survey CS 76041 JN 209496 by HRC (2022).
- 3. Alignment Stationing of MDOT Route M-71 the station of 34+95 was assumed at the intersection of M-71 and the Centerline of Lincoln Ave. as shown on the MDOT ROW Map, CS 76041, Sheet 40
- 4. The measured distances shown on this survey and expressed in the Acquisition Parcel Description are Grid.
- 5. Average Combined Scale Factor for the Survey is 0.999878535921.
- 6. The coordinate system NAD 83 (CORS 2011) was established by Real-Time Kinematic GPS Methods using MDOT CORS Network.
- 7. Parcels are subject to any right-of-ways, easements or restrictions recorded or un-recorded, if any.

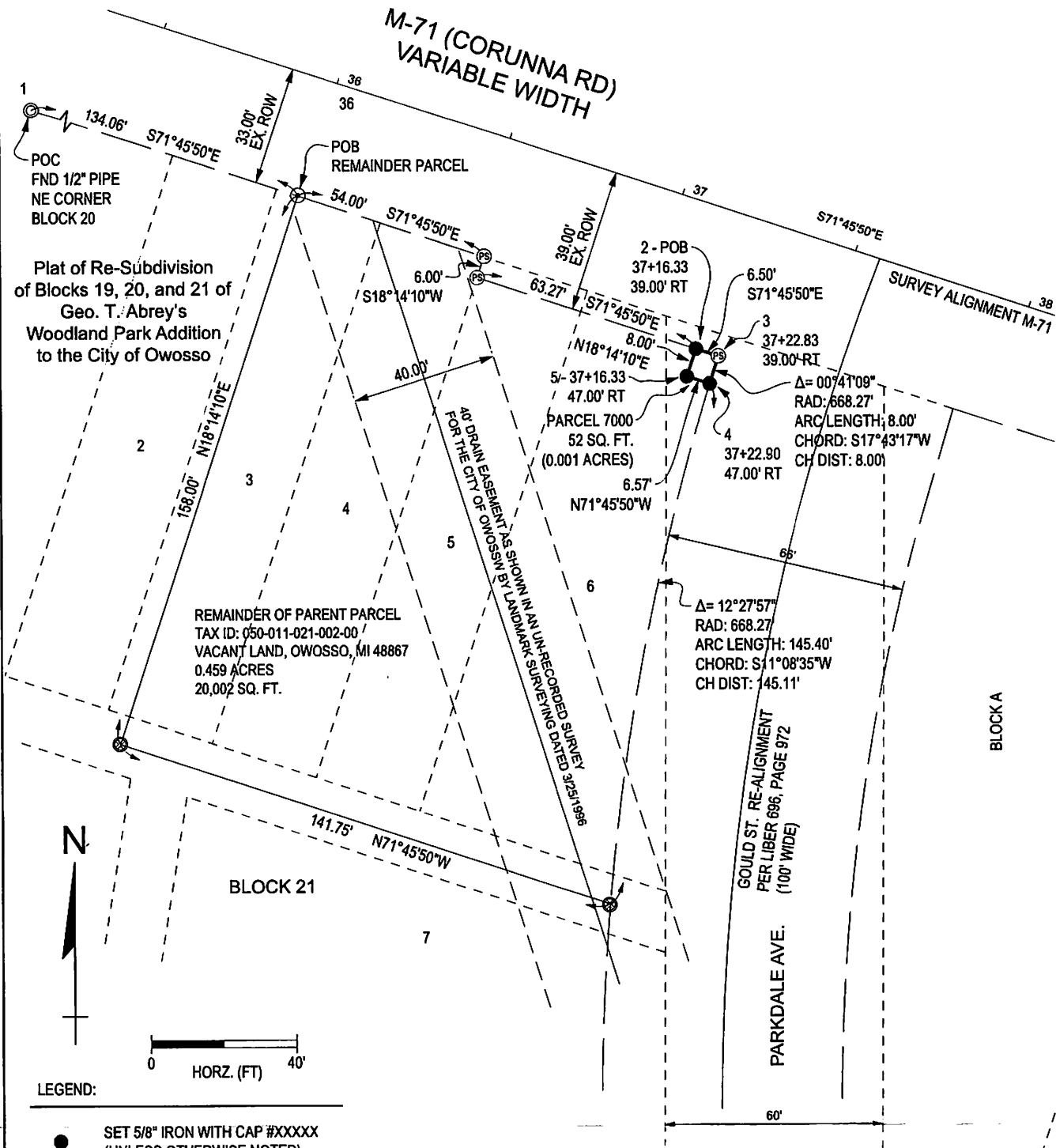
REFERENCES:

- 1. Warranty Deed, as recorded in Liber 836, Page 764, Gratiot County Records
- 2. MDOT ROW Map C.S. 76041, Sheet 40
- 3. Realignment of Gould Street as recorded in Liber 706, Page 683
- 4. Un-Recorded Survey for the City of Owosso, by Landmark Surveying dated 3/25/1996
- 5. This survey is based upon title commitment 22-232863 (Sargents Title Company)
- 6. Fee simple interest lies, at the time of the commitment, with The City of Owosso, a Municipal Corporation
- 7. Current property identification number: 050-011-021-002-00

FOR:	
	
PREPARED BY: MDOT BAY REGION SURVEYS 5859 SHERMAN ROAD SAGINAW, MI 48604	
DRAWN BY: DJL	CHECKED BY: KDT
FILE:CS76041_JN209496_PARCEL 7000_SURVEY.dgn	
CS: 76041	JN: 209496
ROUTE: M-71	PARCEL NO: 7000
DATE: 2022-12-06	SHEET: 2 OF 3

CERTIFICATE OF SURVEY

THIS SURVEY WAS PERFORMED FOR A PROPERTY TRANSFER FOR M.D.O.T. R.O.W. ACQUISITION. NO DIVISIONS OR SUBDIVISIONS WERE MADE, AND THE RESULTING M.D.O.T. PARCEL SHALL NOT BE CONSIDERED A BUILDING SITE AS DEFINED BY PUBLIC ACT 288 OF 1967, AS AMENDED.



LEGEND:

- SET 5/8" IRON WITH CAP #XXXXX (UNLESS OTHERWISE NOTED)
- ⊙ FOUND CAPPED IRON #XXXXX
- ⊙ FOUND IRON PIN
- ⊙ FOUND IRON PIPE
- ⊙ FOUND PK/MAG NAIL
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

COORDINATES (MCS83 SOUTH ZONE)				
POINT #	NORTHING	STD. DEV. N.	EASTING	STD. DEV. E
1	543005.16	0.05	13179105.43	0.05
2	542920.81	0.05	13179342.26	0.05
3	542918.77	0.05	13179348.43	0.05
4	542911.15	0.05	13179346.00	0.05
5	542913.21	0.05	13179339.76	0.05

SEAL

I, David J. LaCross, being a Surveyor Licensed in the State of Michigan, hereby certify that I have surveyed and mapped the above parcel of land, and that I have complied with the regulations of P.A. 132 of 1970 as amended.

SIGNATURE

DATE

David J. LaCross, P.S.
LICENSED PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 4001057348

FOR:



Michigan Department of Transportation

PREPARED BY:

MDOT BAY REGION SURVEYS
5859 SHERMAN ROAD
SAGINAW, MI 48604

DRAWN BY: DJL

CHECKED BY: KDT

FILE: CS76041_JN209496_PARCEL 7000_SURVEY.dgn

CS: 76041

JN: 209496

ROUTE: M-71

PARCEL NO: 7000

DATE: 2022-12-05

SHEET: 3 OF 3



MEMORANDUM

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

DATE: March 20, 2023

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Professional Engineering Services for FY2024 Safe Routes to School Project

RECOMMENDATION

Approval of the proposal provided by Spicer Group, Inc. in the amount of \$127,253.00, for engineering and construction administration services for the FY2024 Safe Routes to School Project.

BACKGROUND

The City of Owosso has been awarded a Safe Routes to School grant, through the Michigan Department of Transportation (MDOT), for fiscal year 2024 to improve pedestrian infrastructure near Central Elementary, Emerson Elementary, and the Owosso Middle School.

City staff offered individual meetings with the sixty-four (64) affected property owners in mid-February to review the project plans and discuss questions and concerns. Seven (7) property owners scheduled in person meetings, two (2) owners requested phone conversations and one (1) opted for emailing. Discussion items included proposed location of the new sidewalks, tree removal and trimming, driveway grading, construction notification, sidewalk maintenance, and snow removal. Three (3) of the property owners were opposed to installing sidewalk with concerns of children not using sidewalk, future maintenance, and proximity to buildings. The other seven (7) had questions about proposed sidewalk location, tree work, and project timelines/notification.

On February 28, 2023, the City received proposals from its four QBS selected engineering firms for professional engineering and construction administration services for the Safe Routes to School Project. These services are required by MDOT for quality control and construction oversight.

All proposals were evaluated based on, 1) Firm's history & capability to perform similar projects, 2) Key personnel assigned, 3) Performance measures, and 4) Pricing. SpicerGroup, Inc. is considered the best fit and most qualified to provide services for this project based on the proposal submitted. Specifically, Spicer Group's key personnel were ranked highly and their past experience with Safe Routes to School projects was a plus. Attached is a copy of the Spicer Group proposal.

Firms listed in ranked order of points received (out of 450).

- | | |
|---------------------------------|-----|
| • Spicer Group | 385 |
| • ENG Engineering and Surveying | 380 |
| • Fleis & Vandenbrink, Inc | 375 |
| • OHM Advisors | 325 |

FISCAL IMPACTS

Funds for the above proposed services in the amount of \$127,253.00 will be issued from Major and Local Street Account Nos. 202-463-818.000-SRTS2024GR and 203-463-818.000-SRTS2024GR.

ENCLOSURES: (1) Resolution
 (2) Contract Addendum
 (3) Spicer Group Proposal
 (4) Map

RESOLUTION NO.

**AUTHORIZING CONTRACT ADDENDUM NO. 2023-1
TO THE FY2022-2023 GENERAL
ENGINEERING SERVICES CONTRACT WITH
SPICER GROUP, INC
FOR PROFESSIONAL ENGINEERING SERVICES FOR
FY2024 SAFE ROUTES TO SCHOOL PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a general engineering services contract with Spicer Group, Inc. on April 20, 2020 and renewed said contract on May 16, 2022 for the term of July 1, 2022 to June 30, 2023 ; and

WHEREAS, the City of Owosso received a Safe Routes to School Grant from the Michigan Department of Transportation (MDOT) to improve pedestrian infrastructure near two of its elementary schools and the middle school; and

WHEREAS, this project requires the services of a professional engineering firm for compliance with MDOT program funding; and

WHEREAS, the City sought proposals from its Qualification Based Selection (QBS) list of engineering firms to perform such work; and

WHEREAS, Spicer Group, Inc. is selected as the most qualified firm to perform said professional engineering services, in an amount not to exceed \$127,253.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ Spicer Group, Inc. to provide professional engineering services for the FY2024 Safe Routes to School Project.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Addendum no. 2023-1 to the General Engineering Services Contract between the City of Owosso, Michigan and Spicer Group, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$127,253.00 to Spicer Group, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from Major and Local Street Acct Nos. 202-463-818.000-SRTS2024GR and 203-463-818.000-SRTS2024GR.

**ADDENDUM NO. 2023-1 TO THE
FY2022-2023 GENERAL ENGINEERING SERVICES CONTRACT
WITH
SPICER GROUP, INC
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE SAFE ROUTES TO SCHOOL PROJECT**

This addendum is attached and made part of the contract for services for the General Engineering Services Contract, approved by City Council April 20, 2020 and renewed by City Council May 16, 2022 for the term of July 1, 2022 to June 30, 2023 between the city of Owosso, Michigan (City) and Spicer Group, Inc (Engineer).

**PROFESSIONAL ENGINEERING SERVICES
FY2024 SAFE ROUTES TO SCHOOL PROJECT**

PROJECT SCOPE OF WORK

The project scope of work is attached as Request for Proposal: Proposal to Provide Limited Design Engineering and Full Construction Administration to the City of Owosso for the FY 2024 Safe Routes to School Project.

SCHEDULE

The schedule for the project is attached as Request for Proposal: Proposal to Provide Limited Design Engineering and Full Construction Administration to the City of Owosso for the FY 2024 Safe Routes to School Project, Project Schedules, shown beginning April, 2023 and completed by August, 2024 plus additional time for project closeout procedures until February, 2025.

COMPENSATION

The cost proposal of the engineer for the project is attached as Proposal to Provide Limited Design Engineering and Full Construction Administration to the City of Owosso for the FY2024 Safe Routes to School Project in an amount not to exceed \$127,253.00. The engineer shall submit for payment based on monthly progress of the work.

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

Approved by Owosso City Council on March 20, 2023.

For the Engineer:

Spicer Group, Inc

By: _____

By: _____

Executed: _____, 2023

For the City:

City of Owosso, Michigan

By: _____
Robert J. Teich, Jr., Mayor

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2023



PROJECT UNDERSTANDING AND APPROACH

LIMITED DESIGN ENGINEERING SERVICES

For the City of Owosso's Safe Routes to School FY2024 Project, Spicer Group understands the limited design engineering services will include certain tasks. The City is designing and will seal the construction plans. Spicer Group will attend and participate in the project utility meeting. Spicer Group will communicate with MDOT for the remainder of the design phase. We will assist the City with project organization, scheduling for project items, and other items to meet MDOT's January 2024 bid letting. Spicer Group is highly aware of all MDOT standards, guidelines, and publications that may be required for a project of this magnitude. Spicer Group regularly assists local agencies with the design and construction of MDOT-funded local agency projects. We use MDOT's ProjectWise software for milestone submittals. We are familiar with the MDOT Grade Inspection process, final plan submittal, project certification, and project signature sheets. Our Transportation Group has completed 64 MDOT LAP projects in the last nine years.

Spicer Group will review plans, special provisions, cost estimates, and other documents required for the grade inspection and/or final project submittal. Our Quality Assurance review of the plans prepared by the City will verify that the plans are constructable, contain correct pay items and quantities, and don't contain omissions. We will assist the City with private utility coordination. Spicer Group will be the MDOT point of contact during the bid-letting process. We will address contractor questions with the City and assist MDOT with addendums if required.



FULL CONSTRUCTION ADMINISTRATION SERVICES

Spicer Group is prepared to provide a qualified and experienced team of professionals to administer Full Construction Engineering Services to the City of Owosso for the FY2024 Safe Routes to School project.

Spicer Group's Construction Services department understands the requirements necessary to provide quality Construction Administration services. We understand that Spicer Group will be responsible for project administration, inspection, construction staking, quality assurance testing, reporting, record keeping, measurement and documentation of all quantities, and finalizing of all project documentation. Within 180 days of the project completion date, Spicer Group will have all project files reviewed for completeness and all corrections made, as necessary. All project documentation will be in accordance with MDOT Local Agency procedures.

The proposed project consists of installing new sidewalks and upgrading existing sidewalks and ADA ramps to current design standards along various routes within the City of Owosso. This project received a Safe Routes to School grant for the 2024 construction season. Spicer Group's technician will work closely



PROJECT UNDERSTANDING AND APPROACH

with the contractor to ensure the sidewalks and ADA ramps are constructed in accordance with ADA and design standards. During construction, Spicer Group's technician will verify the slopes and grades will meet the ADA requirements prior to concrete placement. During the placement of the concrete, we will continue to monitor the slopes and grades for ADA compliance. After placement, a thorough inspection will occur to identify any deficiencies that may require corrective action by the contractor.

Spicer Group's Construction Service Group is comprised of individuals who have nearly 50 years of combined construction oversight experience for several local agencies and MDOT TSC's. Our team of construction engineers, managers, and technicians have worked together in multiple stages of construction and understand the duties that are associated in the construction administration process within the various material testing, inspection, office technician, and project management roles. Some tasks that have allowed us to be a successful team are as follows:

- We represent the City of Owosso with the utmost integrity, fully enforcing all MDOT and City of Owosso standards, specifications, and construction processes.
- We ensure the contractor is held to the requirements of the proposal.
- Each member of our team has been cross-trained for material testing and inspection, limiting the number of technicians needed onsite and helping manage project budget.
- Our team understands how vital daily communication is between the construction managers, engineers, and technicians, thus communication is maintained via email, phone calls, photos, and site visits. We have found that by providing a brief daily email update from the inspector to the construction team it gives a snapshot of what went on and what will go on, thus generating follow-up discussion between the office staff and the field staff.
- Spicer Group has a Safety Program that meets and exceeds MDOT and City of Owosso Standards.
- Spicer Group will submit weekly Construction Engineering budget reports to compare time versus dollars spent.

At Spicer Group, teamwork is a major contributor to our success in administering full construction engineering services. Each member compliments the other and works together to resolve any questions or issues in the field. We are fully committed to completing this project within its designated timeframe and budget.





COST PROPOSAL

For the City of Owosso's FY2024 Safe Routes to School Project, Spicer Group's cost proposal is as follows:

LIMITED DESIGN ENGINEERING

Not to exceed fee: **\$10,300.00**

CONSTRUCTION ADMINISTRATION

Not to exceed fee: **\$116,953.00**

FEE

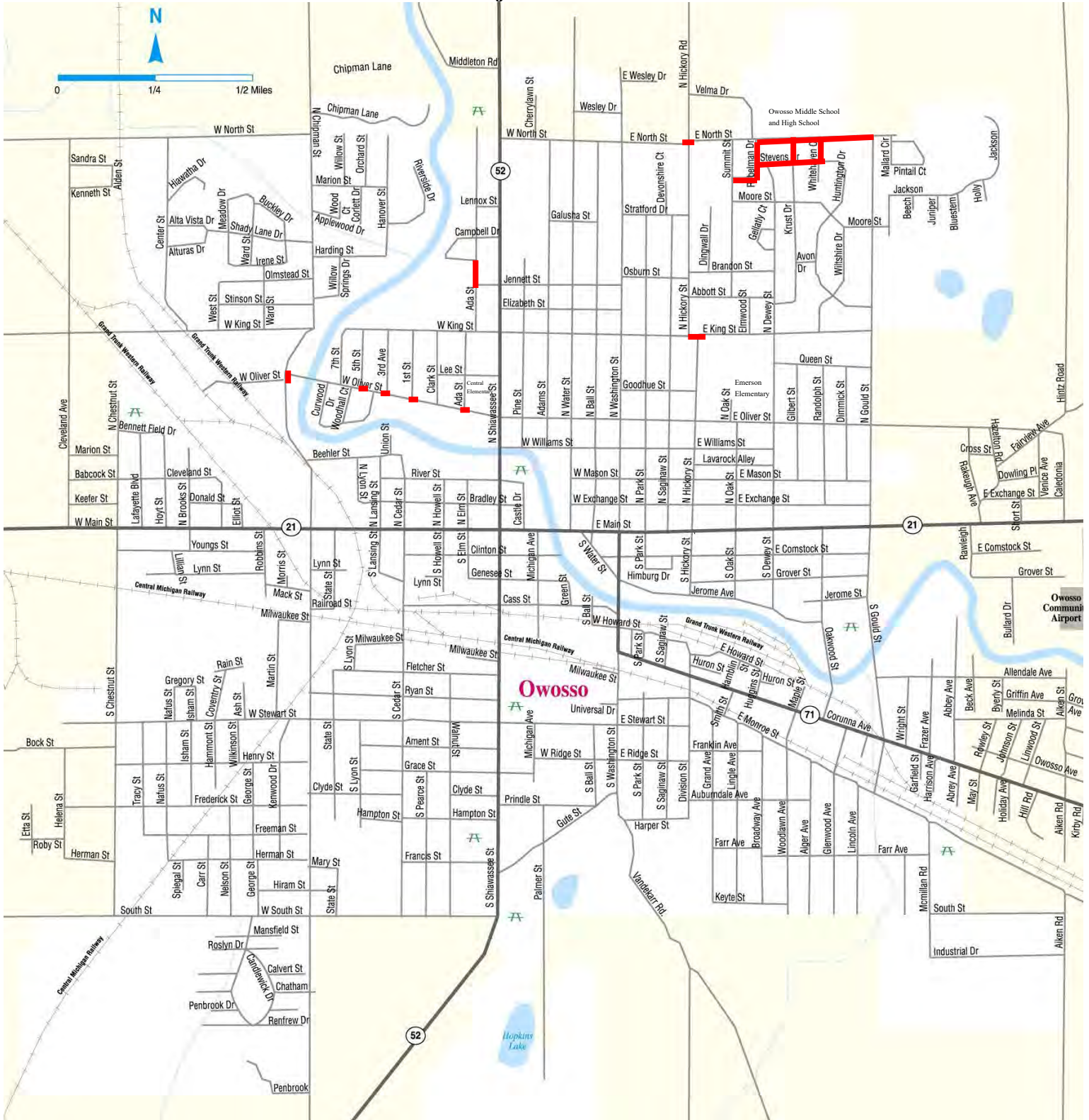
The hours and tasks listed above represent our proposed fee and assumptions. We understand the fees submitted represent a Cost-Not-To-Exceed and we are committed to completing the project within these parameters.



CITY OF OWOSSO

SAFE ROUTES TO SCHOOL PROJECT

Project Locations



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

Category	Estimated Cost	Permit Fee	Number of Permits
BASEMENT WATERPROOFING	\$21,954	\$565	1
Electrical	\$0	\$2,185	11
Mechanical	\$0	\$2,795	16
NEW BUSINESS	\$0	\$0	1
NON-RES. ADD/ALTER/REPAIR	\$75,000	\$1,549	1
Plumbing	\$0	\$660	3
RES. ADD/ALTER/REPAIR	\$13,000	\$90	1
ROOF	\$50,638	\$660	6
ROW-ENG	\$0	\$30	1
ROW-UTILITY	\$0	\$150	6
SIGN PERMIT	\$0	\$54	1
Totals	\$160,592	\$8,738	48

2022 COMPARISON TOTALS

FEBRUARY 2022

\$292,682

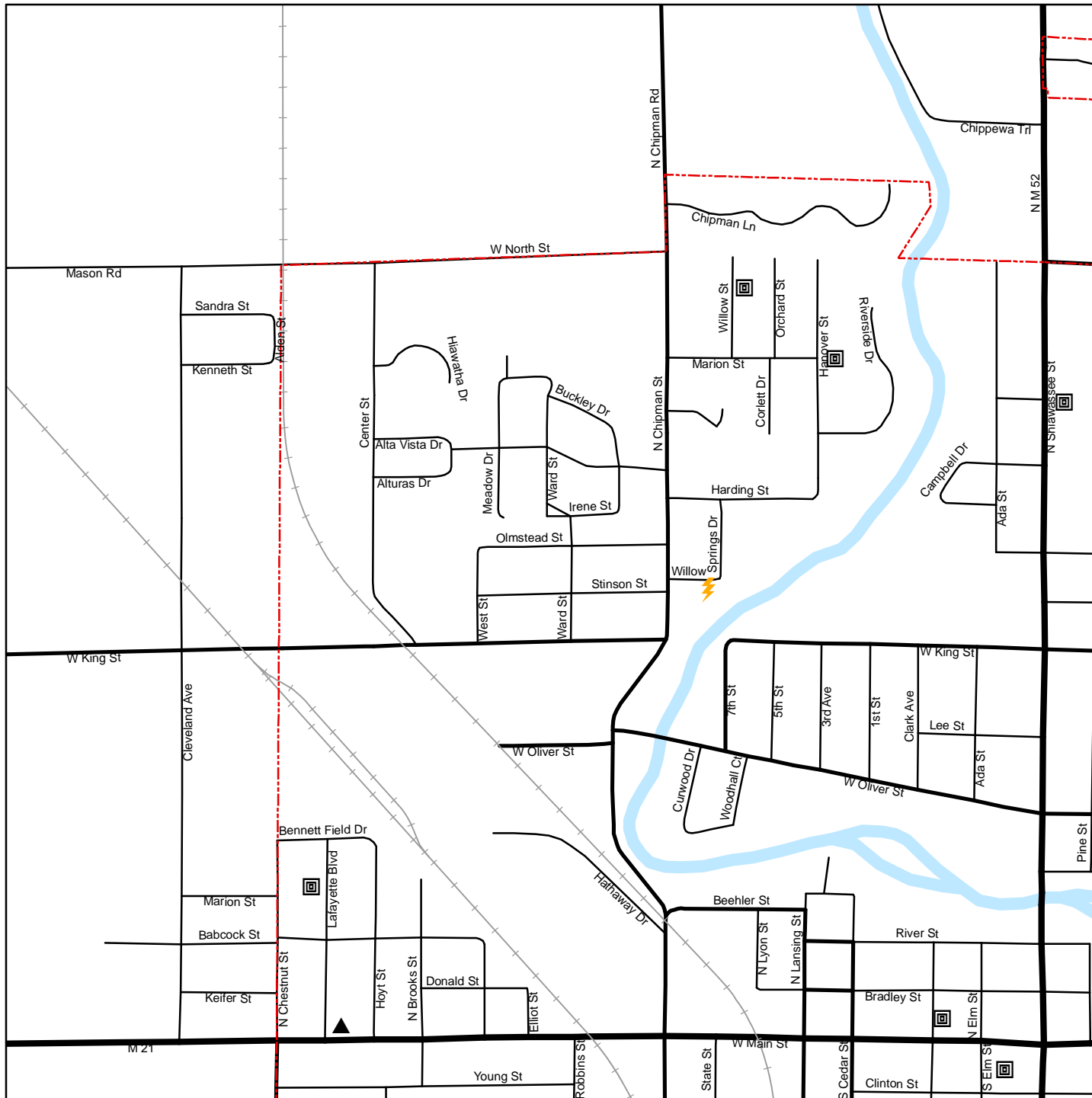
\$8,385

52

City of Owosso

Permit Activity
February 2023

NW Quadrant



Category

- ⚡ Electrical
- ▣ Mechanical
- ▲ Roof

Other Features

- City Limit
- Railroads
- River & Lakes

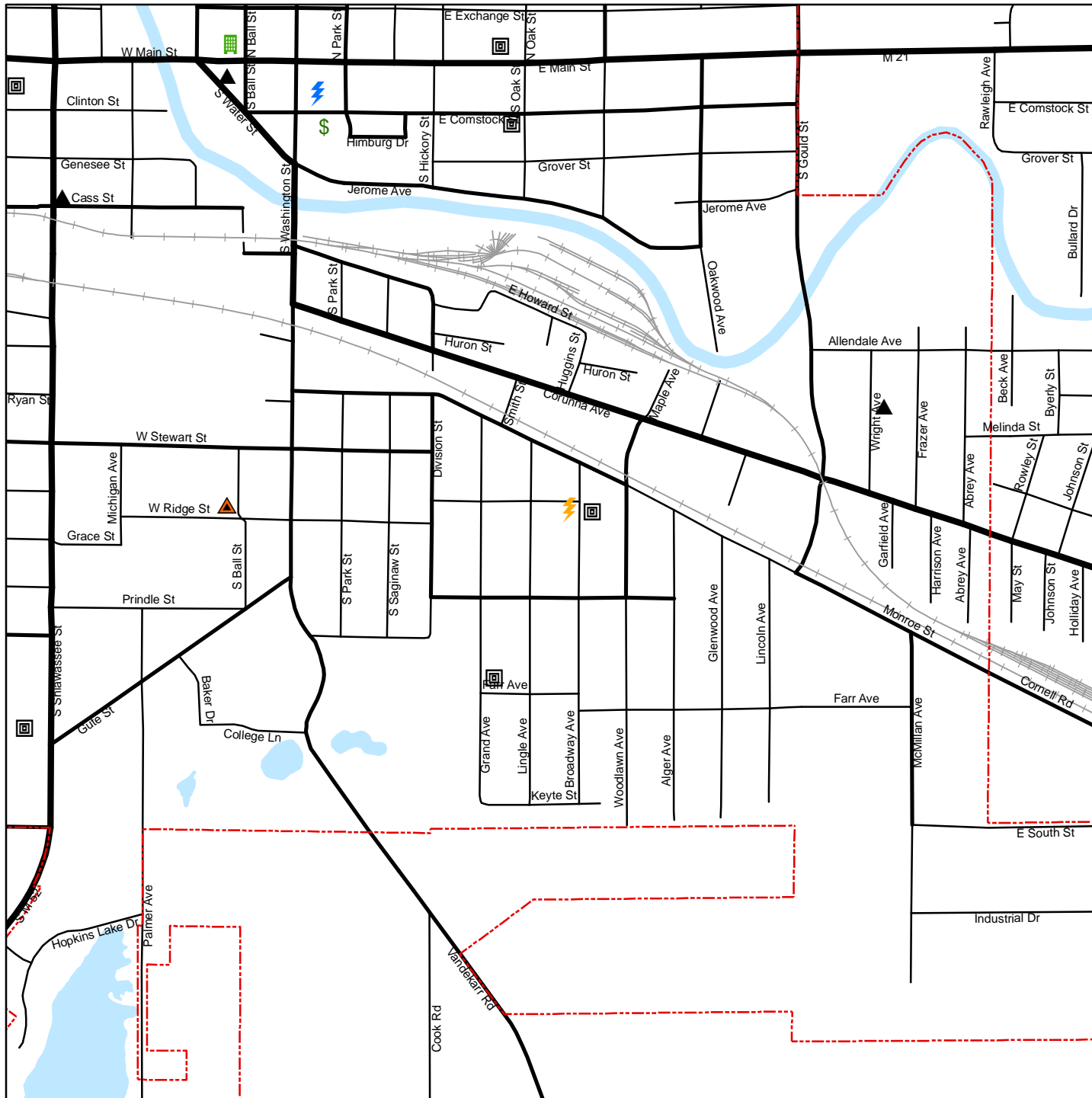
0 300 600 900 1,200 Feet



City of Owosso

Permit Activity
February 2023

SE Quadrant



Category

- Electrical
- Electrical & Plumbing
- Mechanical
- New Business
- Non-Res. Add/Alter/Repair
- Roof
- ROW-Utility

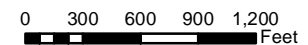
Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



SW Quadrant



FEBRUARY 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ACCESSORY STRUCTURES									
ENF 21-1764	GENESEE ST		INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	11/22/2021	02/02/2023	04/06/2023		N
ENF 22-0150	LINGLE AVE		INSPECTED PROPERTY	RECHECK SCHEDULED	02/10/2022	02/02/2023	04/06/2023		N
ENF 21-1429	E	MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/13/2021	02/01/2023	05/01/2023		N
Total Entries					3				
APPLIANCES									
ENF 23-0092	N	WATER ST	RESOLVED	CLOSED	01/30/2023	02/08/2023		02/08/2023	N
ENF 23-0129	E	EXCHANGE ST	RESOLVED	CLOSED	02/08/2023	03/01/2023		03/01/2023	N
ENF 23-0150	LINGLE AVE		LETTER SENT	RECHECK SCHEDULED	02/15/2023	02/21/2023	03/07/2023		Y
Total Entries					3				
AUTO REP/JUNK VEH									
ENF 23-0179	ADAMS ST		LETTER SENT	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/13/2023		N
ENF 23-0159	MOORE ST		LETTER SENT	RECHECK SCHEDULED	02/17/2023	03/01/2023	03/15/2023		N
Total Entries					2				
BUILDING VIOL									
ENF 22-1053	JEROME AVE		INSPECTED PROPERTY	FINAL NOTICE	07/26/2022	02/02/2023	03/06/2023		N
ENF 22-1626	BROADWAY AVE		INSPECTED PROPERTY	LETTER SENT	12/07/2022	02/07/2023	03/07/2023		N
ENF 21-1156	E	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/29/2021	02/02/2023	03/09/2023		N
ENF 22-0677	N	SHIAWASSEE ST	FINAL NOTICE SENT	RED-TAGGED	05/19/2022	02/13/2023	03/15/2023		VAC
ENF 23-0132	S	CHIPMAN ST BLDG 4	INSPECTED PROPERTY	RECHECK SCHEDULED	02/09/2023	02/09/2023	03/15/2023		Y
ENF 19-0167	TRACY ST		ISSUED 3RD TICKET	RECHECK SCHEDULED	03/15/2019	02/14/2023	03/21/2023		N
ENF 20-0748	MARTIN ST		INSPECTED PROPERTY	REF TO CITY ATTY	09/16/2020	02/22/2023	03/22/2023		VAC

FEBRUARY 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0230	W RIDGE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/02/2022	02/22/2023	03/22/2023		Y
ENF 22-0167	S CEDAR	INSPECTED PROPERTY	REF TO CITY ATTY	02/15/2022	02/28/2023	03/28/2023		N
ENF 23-0012	CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	01/05/2023	02/28/2023	03/28/2023		COMM/V.L.
ENF 21-1476	CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/22/2021	02/22/2023	03/29/2023		N
ENF 22-1352	CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/03/2022	02/22/2023	03/29/2023		N
ENF 21-0008	AMENT ST	CONTACT WITH OWNER	RECHECK SCHEDULED	01/07/2021	02/21/2023	04/05/2023		Y
ENF 23-0128	DIVISION ST	INSPECTED PROPERTY	RED-TAGGED	02/06/2023	03/01/2023	04/05/2023		N
ENF 23-0051	E KING ST	CONTACT WITH OWNER	EXTENSION GRANTED	01/18/2023	02/14/2023	04/13/2023		VAC
ENF 20-0599	N SAGINAW ST	CONTACT WITH OWNER	RECHECK SCHEDULED	08/06/2020	02/27/2023	04/25/2023		N
ENF 20-0522	HAMBLIN ST	CONTACT WITH OWNER	EXTENSION GRANTED	07/22/2020	02/27/2023	04/26/2023		VAC
ENF 22-0067	N WASHINGTON ST	INSPECTED PROPERTY	FINAL NOTICE	01/24/2022	02/28/2023	05/01/2023		N
Total Entries				18				
DEAD TREE								
ENF 23-0155	E STEWART ST	CONTACT WITH BUSINESS	RECHECK SCHEDULED	02/16/2023	02/23/2023	05/17/2023		COMM
Total Entries				1				
DOORS IN VIOLATION								
ENF 22-1567	N SAGINAW ST	INSPECTED PROPERTY	2ND NOTICE SENT	11/23/2022	02/27/2023	03/27/2023		Y
Total Entries				1				
EXTERIOR PAINT/SIDING								
ENF 21-1563	W WILLIAMS ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	10/12/2021	02/02/2023	03/02/2023		N
ENF 21-0040	WOODLAWN AVE	INSPECTED PROPERTY	PENDING 1ST TICKET	01/12/2021	02/21/2023	03/21/2023		N

FEBRUARY 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0051	FLETCHER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2020	02/01/2023	05/01/2023		N
ENF 20-0052	GENESEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2020	02/01/2023	05/01/2023		N
ENF 20-0073	N LANSING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/28/2020	02/01/2023	05/01/2023		Y
ENF 20-0124	LINGLE AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/24/2020	02/01/2023	05/01/2023		N
ENF 21-0024	E EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/12/2021	02/01/2023	05/01/2023		N
ENF 21-0041	MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/12/2021	02/01/2023	05/01/2023		Y
ENF 21-0424	N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/22/2021	02/01/2023	05/01/2023		N
Total Entries				9				

FENCE VIOLATION

ENF 23-0151	MONROE ST	RESOLVED	CLOSED	02/15/2023	02/15/2023		02/15/2023	N
ENF 22-1309	W STEWART ST	INSPECTED PROPERTY	LETTER SENT	09/15/2022	02/13/2023	03/13/2023		N
ENF 23-0138	STINSON ST	EXTENSION GRANTED	EXTENSION GRANTED	02/13/2023	02/13/2023	05/15/2023		N
ENF 23-0079	RYAN ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	01/25/2023	02/07/2023	05/31/2023		N
Total Entries				4				

FIRE DAMAGE

ENF 23-0174	N HICKORY ST	INSPECTED PROPERTY	RED-TAGGED	02/23/2023	02/23/2023	03/06/2023		N
ENF 22-0193	S CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	02/22/2023	03/29/2023		Y
Total Entries				2				

FRONT YARD PARKING

ENF 23-0059	E COMSTOCK ST	RESOLVED	CLOSED	01/20/2023	02/06/2023		02/06/2023	N
ENF 23-0075	WALNUT ST	RESOLVED	CLOSED	01/24/2023	02/09/2023		02/09/2023	N
ENF 23-0094	S CEDAR ST	RESOLVED	CLOSED	01/30/2023	02/07/2023		02/07/2023	N

FEBRUARY 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0131	W	STEWART ST	RESOLVED	CLOSED	02/08/2023	02/22/2023		02/21/2023	N
ENF 23-0139	N	CHIPMAN ST	RESOLVED	CLOSED	02/13/2023	02/20/2023		02/20/2023	Y
ENF 23-0050		ADAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/18/2023	02/27/2023	03/13/2023		N
Total Entries					6				
FURNITURE OUTSIDE									
ENF 23-0077	N	CHIPMAN ST	RESOLVED	CLOSED	01/25/2023	02/16/2023		02/16/2023	N
ENF 23-0088	S	SHIAWASSEE ST	INSPECTED PROPERTY	CLOSED	01/30/2023	02/21/2023		02/21/2023	N
ENF 23-0105	E	MASON ST	RESOLVED	CLOSED	01/31/2023	02/13/2023		02/13/2023	Y
ENF 23-0114	N	WATER ST	RESOLVED	CLOSED	02/06/2023	02/27/2023		02/27/2023	Y
ENF 23-0062		BROADWAY AVE	EMAILED OWNER	RECHECK SCHEDULED	01/23/2023	02/23/2023	03/02/2023		Y
ENF 23-0081	W	STEWART ST	CONTACT WITH OWNER	EXTENSION GRANTED	01/25/2023	02/17/2023	03/02/2023		N
Total Entries					6				
GARBAGE & DEBRIS									
ENF 22-0022	E	WILLIAMS ST	RESOLVED	CLOSED	01/06/2022	02/02/2023		02/02/2023	N
ENF 22-1297		RIVER ST	RESOLVED	CLOSED	09/14/2022	02/20/2023		02/20/2023	N
ENF 22-1544	W	STEWART ST	RESOLVED	CLOSED	11/16/2022	02/14/2023		02/14/2023	N
ENF 23-0001		GRAND AVE	RESOLVED	CLOSED	01/03/2023	02/01/2023		02/01/2023	N
ENF 23-0034		WILLOW ST	RESOLVED	CLOSED	01/10/2023	02/09/2023		02/09/2023	Y
ENF 23-0035		HARDING AVE	RESOLVED	CLOSED	01/10/2023	02/16/2023		02/16/2023	N
ENF 23-0049		FLETCHER ST	RESOLVED	CLOSED	01/18/2023	02/01/2023		02/01/2023	N
ENF 23-0065	E	MASON ST	RESOLVED	CLOSED	01/23/2023	02/07/2023		02/07/2023	N

FEBRUARY 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0068	OLMSTEAD ST	RESOLVED	CLOSED	01/23/2023	02/06/2023		02/06/2023	N
ENF 23-0073	N WATER ST	RESOLVED	CLOSED	01/24/2023	02/21/2023		02/21/2023	N
ENF 23-0106	W EXCHANGE ST	RESOLVED	CLOSED	02/01/2023	02/08/2023		02/08/2023	COMM
ENF 23-0115	E KING ST	RESOLVED	CLOSED	02/06/2023	02/14/2023		02/14/2023	N
ENF 23-0122	N CHIPMAN	RESOLVED	CLOSED	02/07/2023	02/14/2023		02/14/2023	N
ENF 23-0126	N WASHINGTON ST	RESOLVED	CLOSED	02/07/2023	02/14/2023		02/14/2023	Y
ENF 23-0158	E MASON ST	RESOLVED	CLOSED	02/17/2023	02/28/2023		02/28/2023	Y
ENF 23-0167	PINE ST	RESOLVED	CLOSED	02/21/2023	03/01/2023		03/01/2023	Y
ENF 22-1317	E HOWARD ST	INSPECTED PROPERTY	2ND NOTICE SENT	09/19/2022	02/02/2023	03/02/2023		N
ENF 23-0018	GROVER ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	01/09/2023	02/16/2023	03/02/2023		Y
ENF 23-0123	GLENWOOD AVE	INSPECTED PROPERTY	2ND NOTICE SENT	02/07/2023	02/21/2023	03/02/2023		N
ENF 20-0878	N HICKORY ST	LEGAL ACTION	REF TO CITY ATTY	10/26/2020	02/20/2023	03/06/2023		N
ENF 23-0048	W KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2023	02/27/2023	03/06/2023		Y
ENF 23-0141	HUNTINGTON DR	RECHECK SCHEDULED	RECHECK SCHEDULED	02/13/2023	02/27/2023	03/06/2023		N
ENF 22-0551	GRACE ST	ISSUED 3RD TICKET	RECHECK SCHEDULED	05/04/2022	02/28/2023	03/07/2023		N
ENF 22-1660	BRANDON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/14/2022	02/28/2023	03/07/2023		Y
ENF 23-0148	WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/14/2023	02/28/2023	03/07/2023		N
ENF 23-0168	E MAIN ST	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/09/2023		Y
ENF 22-1417	W MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/18/2022	02/22/2023	03/22/2023		N

FEBRUARY 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1496	DONALD ST		INSPECTED PROPERTY	PARTIALLY RESOLVED	11/03/2022	02/22/2023	03/22/2023		N
				Total Entries	28				
GARBAGE CANS									
ENF 23-0099	N	WATER ST	RESOLVED	CLOSED	01/31/2023	02/14/2023		02/14/2023	Y
				Total Entries	1				
GARBAGE/JUNK IN ROW									
ENF 23-0030	HUNTINGTON DR		RESOLVED	CLOSED	01/10/2023	02/02/2023		02/02/2023	N
ENF 23-0045	GRAND AVE		RESOLVED	CLOSED	01/12/2023	02/01/2023		02/01/2023	N
ENF 23-0054	LINGLE AVE		RESOLVED	CLOSED	01/19/2023	02/08/2023		02/08/2023	Y
ENF 23-0055	GRAND AVE		RESOLVED	CLOSED	01/19/2023	02/15/2023		02/15/2023	Y
ENF 23-0056	WHITEHAVEN CT		RESOLVED	CLOSED	01/19/2023	02/09/2023		02/09/2023	N
ENF 23-0057	PINE ST		RESOLVED	CLOSED	01/19/2023	02/02/2023		02/02/2023	Y
ENF 23-0060	BROADWAY AVE		RESOLVED	CLOSED	01/20/2023	02/02/2023		02/02/2023	Y
ENF 23-0064	WOODLAWN AVE		RESOLVED	CLOSED	01/23/2023	02/14/2023		02/14/2023	N
ENF 23-0066	E	MASON ST	RESOLVED	CLOSED	01/23/2023	02/06/2023		02/06/2023	N
ENF 23-0071	GLENWOOD AVE		RESOLVED	CLOSED	01/23/2023	02/07/2023		02/07/2023	N
ENF 23-0078	LYNN ST		RESOLVED	CLOSED	01/25/2023	02/01/2023		02/01/2023	N
ENF 23-0082	HARRISON AVE		RESOLVED	CLOSED	01/25/2023	02/08/2023		02/08/2023	N
ENF 23-0083	N	WATER ST	RESOLVED	CLOSED	01/25/2023	02/02/2023		02/02/2023	N
ENF 23-0084	OAKWOOD AVE		RESOLVED	CLOSED	01/26/2023	02/02/2023		02/02/2023	Y
ENF 23-0085	FRAZER AVE		RESOLVED	CLOSED	01/26/2023	02/09/2023		02/09/2023	Y

FEBRUARY 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0086	E	COMSTOCK ST	RESOLVED	CLOSED	01/26/2023	02/06/2023		02/06/2023	Y
ENF 23-0093		CASS ST	RESOLVED	CLOSED	01/30/2023	02/21/2023		02/21/2023	N
ENF 23-0097	N	SAGINAW ST	RESOLVED	CLOSED	01/31/2023	02/07/2023		02/07/2023	Y
ENF 23-0098		ADAMS ST	RESOLVED	CLOSED	01/31/2023	02/21/2023		02/21/2023	N
ENF 23-0100		HUNTINGTON DR	RESOLVED	CLOSED	01/31/2023	02/07/2023		02/07/2023	N
ENF 23-0102	W	MAIN ST	RESOLVED	CLOSED	01/31/2023	02/13/2023		02/13/2023	N
ENF 23-0104	N	SAGINAW ST	RESOLVED	CLOSED	01/31/2023	02/14/2023		02/14/2023	Y
ENF 23-0108	S	CHIPMAN ST	RESOLVED	CLOSED	02/01/2023	02/13/2023		02/13/2023	N
ENF 23-0111	N	SHIAWASSEE ST	RESOLVED	CLOSED	02/02/2023	02/09/2023		02/09/2023	Y
ENF 23-0112		MOORE ST	RESOLVED	CLOSED	02/02/2023	02/16/2023		02/16/2023	N
ENF 23-0116	N	WASHINGTON ST	RESOLVED	CLOSED	02/06/2023	02/14/2023		02/14/2023	Y
ENF 23-0117	E	MASON ST	RESOLVED	CLOSED	02/06/2023	02/13/2023		02/13/2023	N
ENF 23-0118		GRACE ST	RESOLVED	CLOSED	02/06/2023	02/14/2023		02/14/2023	N
ENF 23-0119	W	RIDGE ST	RESOLVED	CLOSED	02/06/2023	02/13/2023		02/13/2023	Y
ENF 23-0120	S	BALL ST	RESOLVED	CLOSED	02/06/2023	02/13/2023		02/13/2023	N
ENF 23-0121	N	BALL ST	RESOLVED	CLOSED	02/07/2023	02/09/2023		02/09/2023	Y
ENF 23-0124	E	EXCHANGE ST	RESOLVED	CLOSED	02/07/2023	02/14/2023		02/14/2023	Y
ENF 23-0125	E	WILLIAMS ST	RESOLVED	CLOSED	02/07/2023	02/13/2023		02/13/2023	N
ENF 23-0127		CORUNNA AVE	RESOLVED	CLOSED	02/07/2023	02/14/2023		02/14/2023	Y
ENF 23-0130		NAFUS ST	RESOLVED	CLOSED	02/08/2023	02/15/2023		02/15/2023	Y
ENF 23-0134		WALNUT ST	RESOLVED	CLOSED	02/09/2023	02/16/2023		02/16/2023	Y

FEBRUARY 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0137		DIVISION ST	RESOLVED	CLOSED	02/13/2023	02/27/2023		02/27/2023	N
ENF 23-0140		SUMMIT ST	RESOLVED	CLOSED	02/13/2023	02/27/2023		02/27/2023	N
ENF 23-0142		ELMWOOD ST	RESOLVED	CLOSED	02/13/2023	02/20/2023		02/20/2023	N
ENF 23-0143	N	WATER ST	RESOLVED	CLOSED	02/13/2023	02/20/2023		02/20/2023	N
ENF 23-0144		KENWOOD DR	RESOLVED	CLOSED	02/13/2023	02/20/2023		02/20/2023	N
ENF 23-0147	N	HICKORY ST	RESOLVED	CLOSED	02/14/2023	02/21/2023		02/21/2023	N
ENF 23-0153		GRAND AVE	RESOLVED	CLOSED	02/16/2023	02/22/2023		02/22/2023	Y
ENF 23-0160		HUNTINGTON DR	RESOLVED	CLOSED	02/20/2023	02/27/2023		02/27/2023	N
ENF 23-0163	E	COMSTOCK ST	RESOLVED	CLOSED	02/20/2023	02/27/2023		02/27/2023	N
ENF 23-0166	E	MASON ST	RESOLVED	CLOSED	02/21/2023	02/28/2023		02/28/2023	Y
ENF 23-0162	N	CEDAR ST	LETTER SENT	RECHECK SCHEDULED	02/20/2023	02/27/2023	03/06/2023		Y
ENF 23-0175		WILTSHIRE DR	INSPECTED PROPERTY	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/06/2023		N
ENF 23-0176		HUNTINGTON DR	INSPECTED PROPERTY	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/06/2023		N
ENF 23-0177	N	WATER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/06/2023		N
ENF 23-0178	N	BALL ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/06/2023		N
ENF 23-0180		BEEHLER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/06/2023		N
ENF 23-0149		GRAND AVE	LETTER SENT	RECHECK SCHEDULED	02/14/2023	02/21/2023	03/07/2023		N
ENF 23-0184	E	OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/28/2023	02/28/2023	03/07/2023		Y

Total Entries

54

MULTIPLE VIOLATIONS

ENF 22-0450		MACK ST	RESOLVED	CLOSED	04/19/2022	02/08/2023		02/08/2023	N
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FEBRUARY 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1689	BROADWAY AVE	RESOLVED	CLOSED	12/21/2022	02/01/2023		02/01/2023	N
ENF 23-0021	S CHIPMAN ST	RESOLVED	CLOSED	01/09/2023	02/13/2023		02/13/2023	N
ENF 23-0025	MOORE ST	RESOLVED	CLOSED	01/09/2023	02/28/2023		02/28/2023	N
ENF 23-0037	CLYDE ST	RESOLVED	CLOSED	01/11/2023	02/09/2023		02/09/2023	Y
ENF 23-0052	KENWOOD DR	RESOLVED	CLOSED	01/19/2023	02/09/2023		02/09/2023	N
ENF 23-0091	ADAMS ST	RESOLVED	CLOSED	01/30/2023	02/28/2023		02/28/2023	Y
ENF 23-0101	WOODLAWN AVE	RESOLVED	CLOSED	01/31/2023	02/13/2023		02/13/2023	N
ENF 22-1531	WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/14/2022	02/02/2023	03/02/2023		N
ENF 22-1561	WOODLAWN AVE	LETTER SENT	PARTIALLY RESOLVED	11/22/2022	02/02/2023	03/02/2023		N
ENF 23-0006	FLETCHER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/03/2023	02/16/2023	03/02/2023		N
ENF 23-0041	ALGER AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/12/2023	02/09/2023	03/02/2023		N
ENF 23-0156	S CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	02/16/2023	02/16/2023	03/02/2023		N
ENF 21-0966	ISHAM ST	INSPECTED PROPERTY	REF TO CITY ATTY	06/28/2021	02/20/2023	03/06/2023		VAC
ENF 23-0161	N SAGINAW ST	LETTER SENT	RECHECK SCHEDULED	02/20/2023	02/20/2023	03/06/2023		N
ENF 22-1135	GRAND AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/11/2022	02/21/2023	03/07/2023		Y
ENF 22-1627	BROADWAY AVE	CONTACT WITH OCCUPANT	PARTIALLY RESOLVED	12/07/2022	02/28/2023	03/07/2023		Y
ENF 23-0029	N OAK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/09/2023	02/28/2023	03/07/2023		N
ENF 23-0157	N LANSING ST	LETTER SENT	2ND NOTICE SENT	02/17/2023	02/28/2023	03/07/2023		Y
ENF 21-1578	ROBBINS ST	INSPECTED PROPERTY	LEGAL ACTION	10/14/2021	02/08/2023	03/08/2023		COMM
ENF 23-0107	S CHIPMAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/01/2023	02/22/2023	03/08/2023		Y

03/01/23

Code Enforcement Activity

10/12

FEBRUARY 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0154		ALGER AVE	LETTER SENT	RECHECK SCHEDULED	02/16/2023	02/22/2023	03/08/2023		N
ENF 23-0169	N	CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/08/2023		N
ENF 23-0172		GRAND AVE	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/09/2023		N
ENF 23-0173		GRAND AVE	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/09/2023		N
ENF 22-1150	S	DEWEY ST	INSPECTED PROPERTY	1ST TICKET ISSUED	08/15/2022	02/27/2023	03/13/2023		N
ENF 21-1509	W	MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/28/2021	02/14/2023	03/14/2023		N
ENF 22-1093	S	LYON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/02/2022	02/22/2023	03/22/2023		Y
ENF 20-0182		CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	05/11/2020	02/28/2023	03/28/2023		COMM
ENF 22-0238	E	MAIN ST	FINAL NOTICE SENT	FINAL NOTICE	03/03/2022	02/28/2023	03/28/2023		N
ENF 22-1525		CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	11/09/2022	02/28/2023	03/28/2023		COMM
ENF 22-0883	S	CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	06/15/2022	02/22/2023	03/30/2023		Y
ENF 23-0145	N	WASHINGTON ST	HOMEOWNER CALLED IN	EXTENSION GRANTED	02/14/2023	02/23/2023	03/30/2023		Y
ENF 22-1429		ALGER AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/19/2022	02/08/2023	05/01/2023		VAC
Total Entries					34				
NO BUILDING PERMIT									
ENF 23-0171	S	CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/02/2023		N
ENF 23-0181	E	MAIN ST	RECHECK SCHEDULED	RECHECK SCHEDULED	02/27/2023	02/27/2023	03/02/2023		N
Total Entries					2				
RENTAL REGISTRATION									
ENF 23-0087	E	MASON ST	RENTAL REG FORM SUBMITTED	CLOSED	01/27/2023	02/06/2023		02/06/2023	Y
ENF 23-0113		RIVER ST	RENTAL REG FORM SUBMITTED	CLOSED	02/03/2023	02/17/2023		02/17/2023	Y

03/01/23

Code Enforcement Activity

11/12

FEBRUARY 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0135	WALNUT ST	COMPLAINT LOGGED	LETTER SENT	02/10/2023	02/10/2023	03/10/2023		Y
ENF 23-0136	RIVER ST	COMPLAINT LOGGED	LETTER SENT	02/10/2023	02/10/2023	03/10/2023		Y
ENF 23-0183	LINGLE AVE	COMPLAINT LOGGED	LETTER SENT	02/28/2023	02/28/2023	03/31/2023		Y
ENF 23-0185	CLINTON ST	COMPLAINT LOGGED	LETTER SENT	02/28/2023	02/28/2023	03/31/2023		Y
Total Entries				6				
ROW VIOLATIONS								
ENF 23-0090	E RIDGE ST	RESOLVED	CLOSED	01/30/2023	02/07/2023		02/07/2023	N
ENF 23-0096	DIVISION ST	RESOLVED	CLOSED	01/30/2023	02/06/2023		02/06/2023	N
ENF 23-0109	STATE ST	INSPECTED PROPERTY	CLOSED	02/01/2023	02/01/2023		02/01/2023	IND
Total Entries				3				
SCRAPPING MATERIALS								
ENF 23-0133	CORUNNA AVE	LETTER SENT	PARTIALLY RESOLVED	02/09/2023	02/22/2023	03/08/2023		N
Total Entries				1				
SIDEWALK VIOLATION								
ENF 23-0165	E EXCHANGE ST	LETTER SENT	RECHECK SCHEDULED	02/21/2023	02/21/2023	03/07/2023		N
Total Entries				1				
SIGN VIOLATION								
ENF 23-0110	N SHIAWASSEE ST	CONTACT WITH CONTRACTOR	CLOSED	02/02/2023	02/16/2023		02/16/2023	VAC
Total Entries				1				
TEMPORARY STRUCTURES								
ENF 22-0236	GRAND AVE	INSPECTED PROPERTY	LETTER SENT	03/03/2022	02/02/2023	03/06/2023		N
Total Entries				1				

Code Enforcement Activity

FEBRUARY 2023

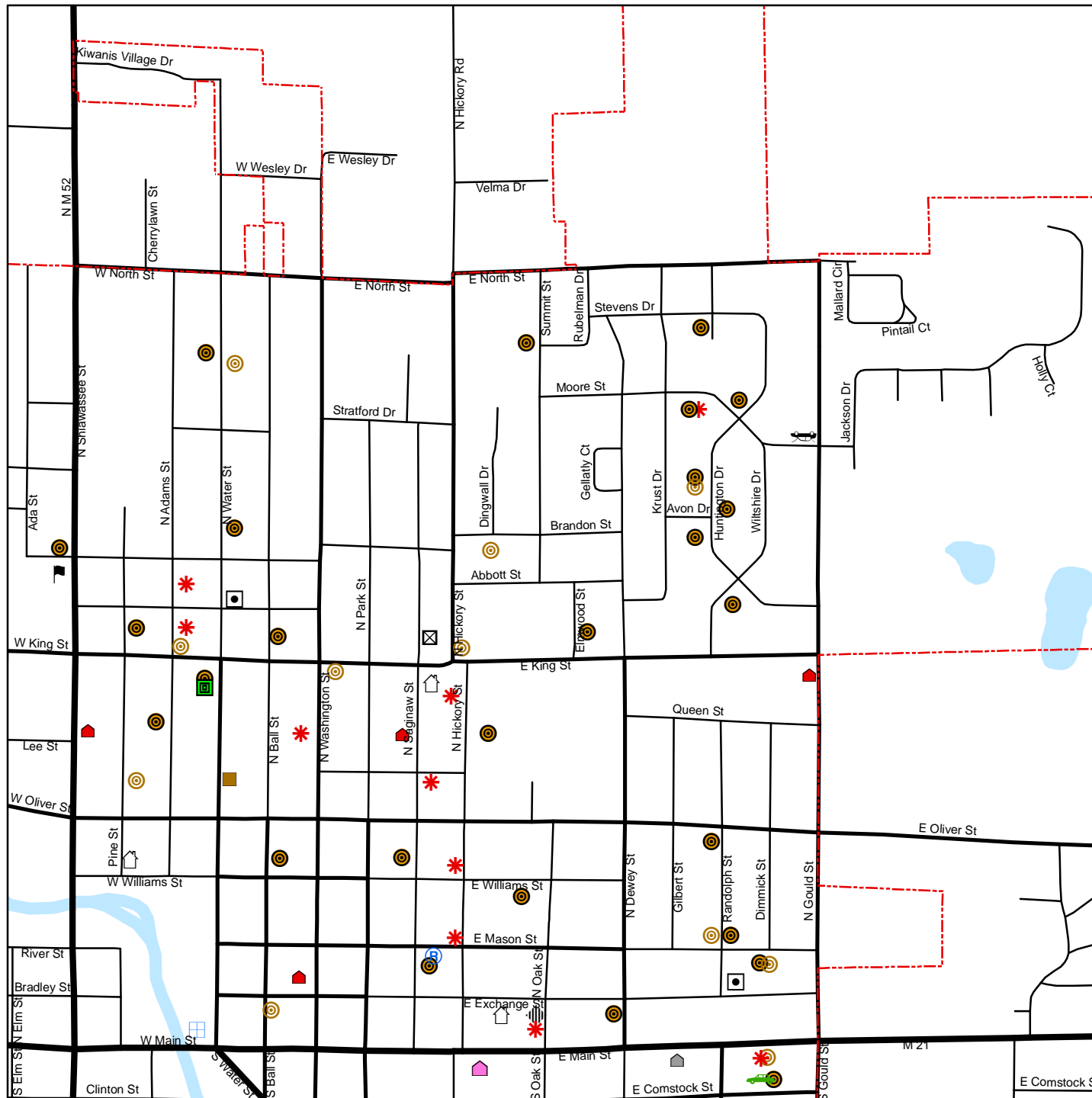
Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
TREE VIOLATIONS									
ENF 23-0146	E	COMSTOCK ST	RESOLVED	CLOSED	02/14/2023	02/21/2023		02/21/2023	Y
ENF 23-0152		BROADWAY AVE	RESOLVED	CLOSED	02/15/2023	02/15/2023		02/15/2023	N
ENF 23-0170		ADA ST	LETTER SENT	RECHECK SCHEDULED	02/22/2023	02/22/2023	03/08/2023		N
Total Entries					3				
WINDOWS									
ENF 22-1385	W	MAIN ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/11/2022	02/28/2023	03/28/2023		COMM
ENF 23-0164		STATE ST	LETTER SENT	RECHECK SCHEDULED	02/21/2023	02/21/2023	04/18/2023		N
ENF 23-0095		BROADWAY AVE	CONTACT WITH OWNER	EXTENSION GRANTED	01/30/2023	02/03/2023	05/03/2023		N
Total Entries					3				
ZONING									
ENF 20-0866		STATE ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/20/2020	02/09/2023	03/09/2023		COMM
ENF 22-1287	W	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	02/13/2023	03/13/2023		N
Total Entries					2				
Total Records:			195			Total Pages:		12	

City of Owosso

Code Enforcement Activity

February 2023

NE Quadrant



Category

- Accessory Structures
- Appliances
- Auto Repair/Junk Vehicle
- Building Violation
- Doors In Violation
- Exterior Paint/Siding
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In ROW
- Multiple Violations
- No Building Permit
- Rental Registration
- Sidewalk Violation
- Sign Violation
- Tree Violations
- Windows

Other Features

- City Limit
- Railroads
- River & Lakes

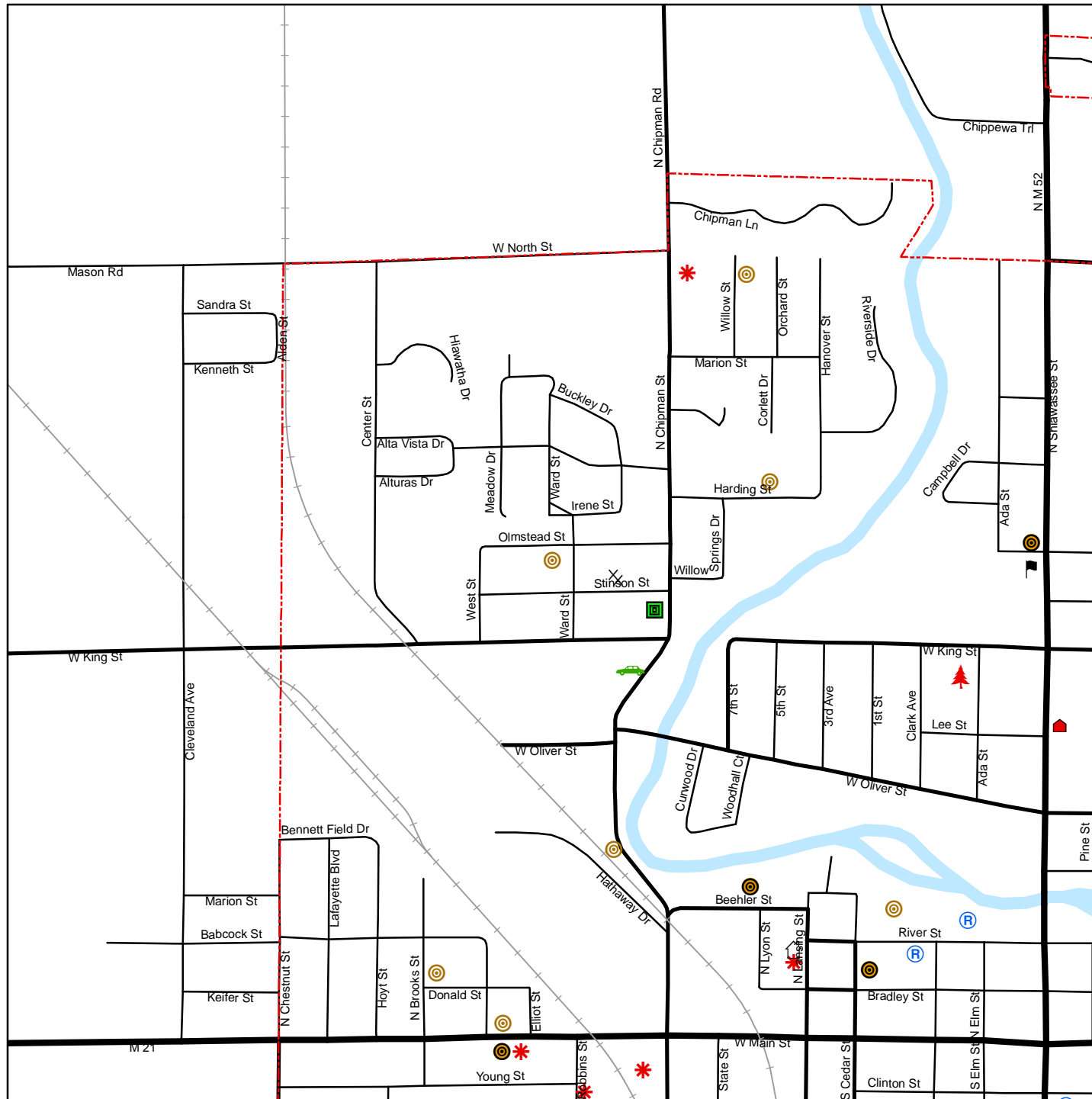
0 300 600 900 1,200 Feet



City of Owosso

Code Enforcement Activity February 2023

NW Quadrant



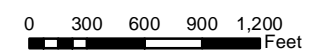
Category

- Building Violation
- Exterior Paint/Siding
- Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Multiple Violations
- Rental Registration
- Sign Violation
- Tree Violations

Other Features

- City Limit
 - Railroads
 - River & Lakes
- 0 300 600 900 1,200 Feet

SE Quadrant

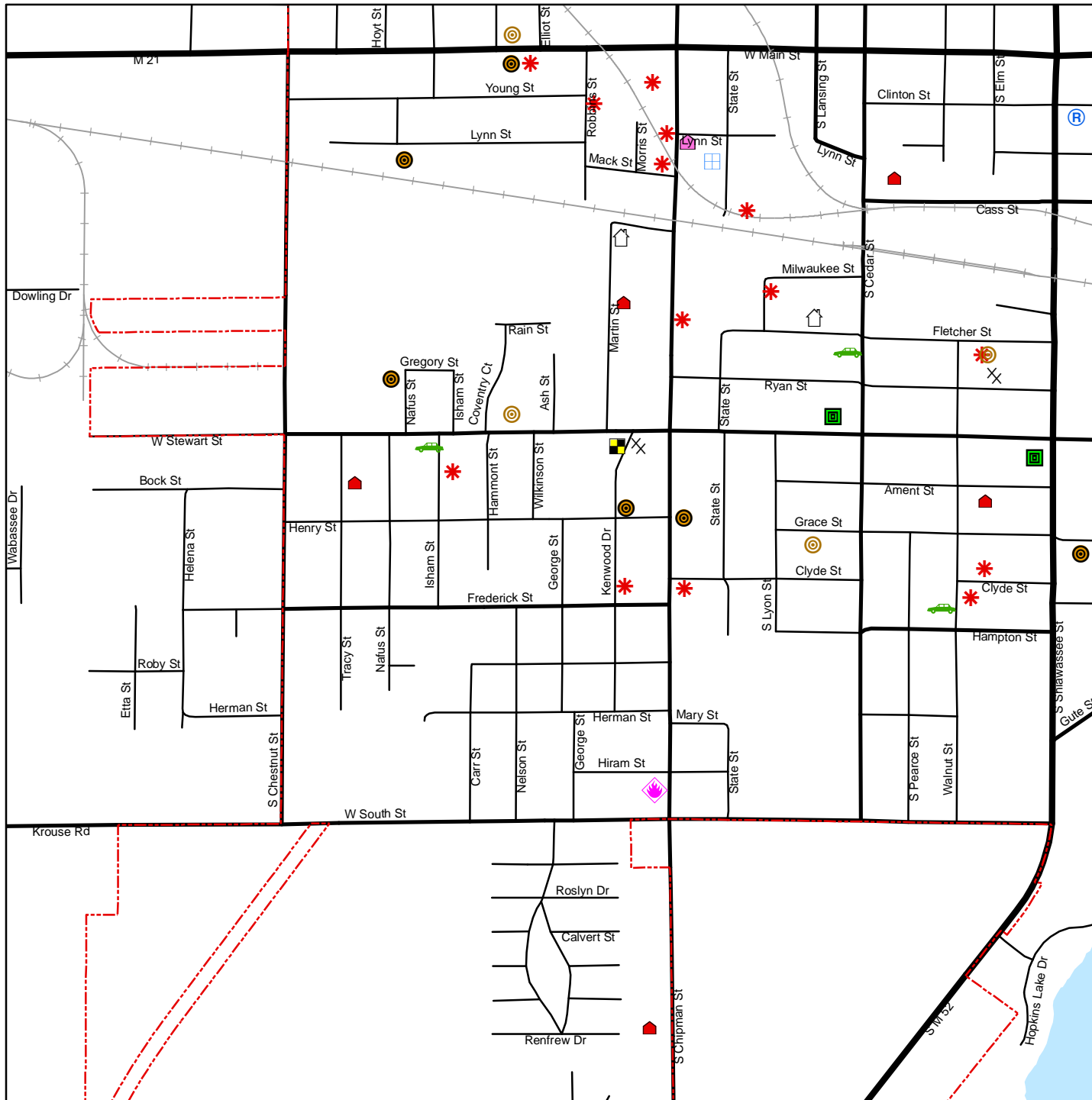


City of Owosso














Code Enforcement Activity

February 2023

SW Quadrant



Category

-  Building Violation
-  Exterior Paint/Siding
-  Fence Violation
-  Fire Damage
-  Front Yard Parking
-  Furniture Outside
-  Garbage & Debris
-  Garbage/Junk In ROW
-  Multiple Violations
-  No Building Permit
-  Rental Registration
-  Windows
-  Zoning

Other Features

-  City Limit
-  Railroads
-  River & Lakes

0 300 600 900 1,200 Feet



**Monthly Inspection List
FEBRUARY 2023**

BOOTH, MARK	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	25
FIRE DEPARTMENT	RENTAL INSPECTIONS Total Inspections:	5
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	19
HISSONG, BRAD	BUILDING OFFICIAL Total Inspections:	94
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	144
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	105
Grand Total Inspections:		392

CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2023

[illegible]



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

MEMORANDUM

DATE: March 1, 2023

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: February 2023 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for February 2023. The Owosso Fire Department responded to 205 incidents in the month of February.

OFD responded to 10 fire calls and responded to 195 EMS calls.

Previous Month ▾

Feb 1, 2023 - Feb 28, 2023 ▾

5%

FIRE
Percentage of Total Incidents

95%

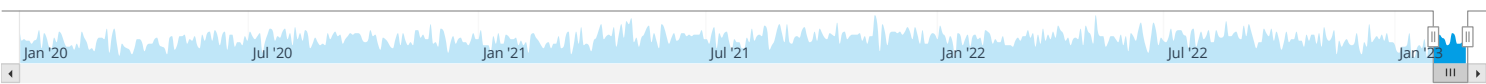
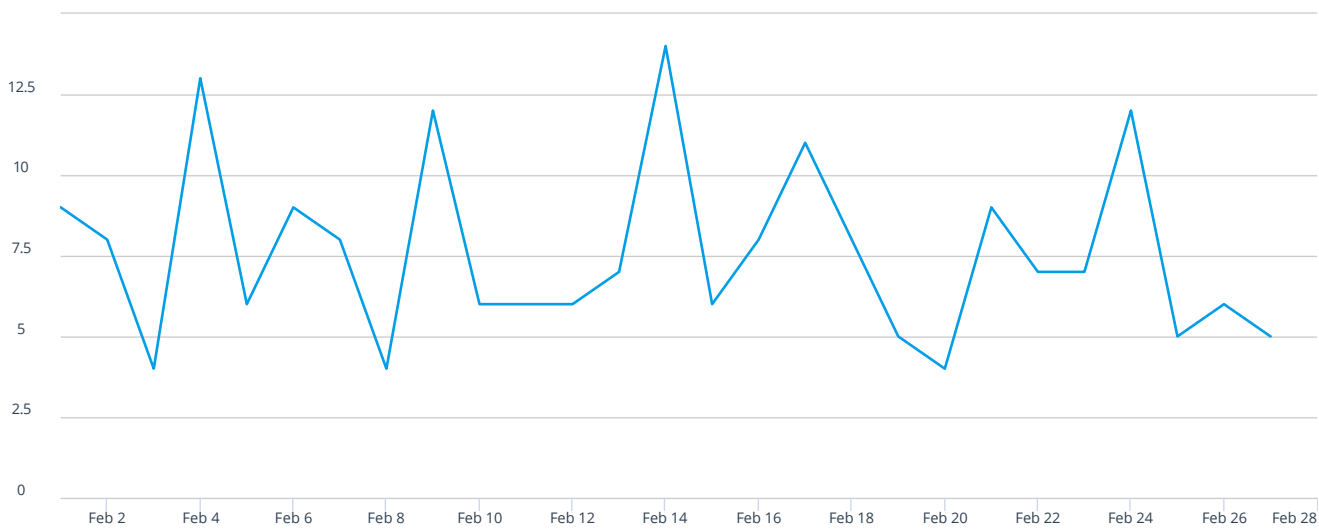
EMS
Percentage of Total Incidents

205

INCIDENTS
In Selected Time Slice

28

DAYS
In Selected Time Slice



Counts

% Rows

% Columns

% All

Week Ending	2/5/23	2/12/23	2/19/23	2/26/23	3/5/23	3/12/23	3/19/23	3/26/23	4/2/23	4/9/23	4/16/23	4/23/23	4/30/23	Total
(11) Structure Fire	1	1		1										3
(32) Emergency medical service (EMS) incident	39	48	56	46	5									194
(44) Electrical wiring/equipm. problem		1												1
(61) Dispatched and canceled en route		1	2	2										5
(73) System or detector malfunction				1										1
(74) Unintentional system/detect... operation (no fire)			1											1
Total	40	51	59	50	5									205



OWOSSO POLICE DEPARTMENT

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

MEMORANDUM

DATE: 10 March 2023
TO: Owosso City Council
FROM: Eric E. Cherry
Police Department Lieutenant
RE: February 2023 Police Activity Report

Master Plan Goal 3.1, 3.2

The Police Department administration worked with the Shiawassee County Prosecutor's Office, Michigan State Police and Shiawassee Health & Wellness on plans to operationally start the COSSAP grant to fight opioid addiction.

The Police Department training staff is in contact with the County Emergency Management to schedule act of violence incident training for county law enforcement for April & May 2023.

On February 24, 2023 Police Department staff assisted Owosso Memorial Hospital with a safety exercise, testing their security response to an incident on the 5th floor and their ability to share surveillance photographs and videos with us within minutes of the event.

The Police Department worked forty seven hours of traffic enforcement through an OHSP grant that the Shiawassee County Sheriff's Office received and has partnered with our police department on.

February 5 YEAR AVERAGE

	2019-Feb	2020-Feb	2021-Feb	2022-Feb	2023-Feb	Feb 5YR AVG
Part I Crimes	26	12	20	22	16	19.2
Part II Crimes	95	73	49	52	71	68
Violent Crimes	7	4	5	7	5	5.6
Total Reports	179	146	113	119	133	138
Felony Arrests	12	5	8	5	7	7.4
Total Arrests	43	30	26	19	33	30.2
Traffic Stops	112	114	52	41	222	108.2
All Dispatched Events	606	510	878	702	1006	740.4

LAST 12 MONTHS

	2022- Mar	2022- Apr	2022- May	2022- Jun	2022- Jul	2022- Aug	2022- Sep	2022- Oct	2022- Nov	2022- Dec	2023- Jan	2023- Feb	Last 12 Months	Average
Part I Crimes	29	26	20	30	30	33	31	26	30	15	20	16	306	25.5
Part II Crimes	86	95	83	69	86	103	99	85	83	78	71	71	1,009	84.08
Violent Crimes	7	5	9	10	12	11	9	9	11	3	5	5	96	8
Total Reports	147	162	166	160	152	186	171	168	171	151	141	133	1,908	159
Felony Arrests	4	14	9	6	6	13	5	13	7	2	8	7	94	7.83
Total Arrests	41	45	36	38	43	46	38	42	48	35	44	33	489	40.75
Traffic Stops	52	67	57	35	36	49	65	52	197	192	213	222	1,237	103.08
All Dispatched Events	851	891	968	863	882	943	1132	1032	1167	991	1071	1006	11,797	983.08



Regular Meeting of the Owosso Historical Commission

Minutes of March 13, 2023 – 6:00 P.M. at Owosso City Hall

PRESIDING OFFICER: Chair Mark Erickson

MEMBERS PRESENT: Commissioners Elaine Greenway, Lance Little, Robert Hooper, Bill Moull, and Vice Chair Deb Adams.

MEMBERS ABSENT: Commissioner Susan Osika

OTHERS PRESENT: Amy Fuller and Denice Grace

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

APPROVE MINUTES – February 23, 2023

Motion by Commissioner Hooper to approve minutes as presented, supported by Commissioner Little.

Passed by voice vote.

APPROVE AGENDA – March 13, 2023

Motion by Commissioner Adams to approve agenda as presented, supported by Commissioner Greenway.

Passed by voice vote.

ITEMS OF BUSINESS

Budget report:

Amy Fuller reviewed the current budget, current cash balance, outlined the city's budget process and made recommendations for the 2023-24 fiscal year budget to be submitted to the City Manager for recommendation to City Council.

Motion by Adams to accept the budget proposal.

- a. Supported by Commissioner Hooper.
- b. Passed by voice vote.

Castle 100th Anniversary:

There was discussion on holding a roaring 20's party at the Shiawassee Conservation Club on Saturday, December 9, 2023.

Commissioner Adams shared that the Anniversary Committee had met with the Steam Railroading Institute to discuss a wine and cheese event. Discussion on the event followed. There was concern about the April date being so soon, participation, and out of pockets costs for the Commission. There was also discussion on the opening of Curwood Castle on March 14, at 1:00 p.m. for the 100th anniversary.

PUBLIC COMMENT PERIOD

None.

COMMISSIONER COMMENTS

Commissioner Erickson asked for the Home Tour to be added to the agenda soon and expressed his interest in beginning the planning process for the event.

ADJOURNMENT

Commissioner Little moved to adjourn the meeting. Commissioner Hooper supported. The voice vote was unanimous to adjourn the meeting at 7:22 P.M.

Respectfully submitted by:
Amy Fuller, Assistant City Manager