CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MONDAY, OCTOBER 16, 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 OCTOBER 2, 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

 Curwood Festival Donation. Presentation of a donation from the Curwood Festival for the maintenance of Curwood Castle.

PUBLIC HEARINGS

- Proposed Special Assessment District No. 2023-103 Hazards & Nuisances. Conduct a public hearing to receive citizen comment regarding proposed Special Assessment District No. 2023-103, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances.
- 2. <u>Industrial Facilities Exemption Certificate Revocation Request 1525 W. King Street</u>. Conduct a Public Hearing to receive citizen comment regarding the City's request to revoke Industrial Facilities Exemption Certificate No. 2019-121 issued to Covenant Eyes, Inc. for the property at 1525 W. King Street due to a lack of follow-through on the project.
- 3. OPRA Exemption Certificate Revocation 152 E. Howard Street. Conduct a public hearing to receive citizen comment regarding the revocation of Obsolete Property Rehabilitation Exemption Certificate No. 3-19-0024 issued to Howard Street Development, LLC for the property located at 152 E. Howard Street due to incomplete follow through of the construction project within the time authorized by Council.
- 4. <u>Brownfield Termination Plan #21 152 E. Howard Street</u>. Conduct a public hearing to receive citizen comment regarding the termination of Brownfield Redevelopment Plan #21 152 Howard Street Project due to lack of follow-through on the project.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

- Traffic Control Order Veteran's Day Parade. Approve request from Kevin Lenkart, Public Safety Director, for closure of Jerome Avenue from Washington Street to Hickory Street and Washington Street from Jerome Avenue to Goodhue Street on Saturday, November 11, 2023 from 10:30 a.m. to 12:30 p.m. for the Veteran's Day Parade and further approve Traffic Control Order No. 1508 formalizing the action.
- Traffic Control Order Glow Owosso Parade, 5K and Tree Lighting. Approve request from Lizzie Fredrick, Owosso Main Street Director, for the street and lot closures for the annual Glow Owosso Parade, 5K, and Tree Lighting on Friday, November 24, 2023 beginning at 5:00 p.m. until 9:00 p.m. and further approve Traffic Control Order No. 1509 formalizing the action.
 Master Plan Implementation Goals: 1.7, 1.17, 4.2, 4.6, 5.9, 5.12
- 3. <u>Emergency Repair Authorization Fire Department Tower-1</u>. Authorize payment to Front Line Services, Inc. and Cummins Inc. for emergency repair and replacement of parts on Fire Department Tower 1 in the amount of \$25,759.88.
- 4. <u>Contract Renewal Utilities General Engineering Services</u>. Approve the required annual renewal of the Utilities General Engineering Services contracts with OHM Advisors, Tetra Tech, Fishbeck, and Jones & Henry to provide engineering services for utilities projects through October 30, 2024.
- 5. Professional Services Agreement Underwriter/Placement Agent/Municipal Advisor. Authorize professional services agreement with MFCI, LLC, in an amount not to exceed \$41,352.50, to serve as Underwriter/Placement Agent/Municipal Advisor for two bond issuances associated with the City's 2024 Drinking Water State Revolving Fund (DWSRF) projects and its 2024 Clean Water State Revolving Fund (CWSRF) projects, and further authorize payment to the firm for services rendered in accordance with the agreement.

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

6. Professional Services Agreements – Bond Counsel. Authorize two professional services agreements with Dickinson Wright PLLC in an amount not to exceed \$49,150.00 to serve as Bond Counsel for bond issuances associated with the 2024 Drinking Water State Revolving Fund project and the 2024 Clean Water State Revolving Fund project, and further authorize payment to the firm for services rendered in accordance with the agreements.

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

- 7. Recreation Service Agreement—Rudy DeMuth Field. Approve proposed Recreation Service Agreement with Owosso Baseball Travel Club for use of Rudy DeMuth Field for youth baseball/softball tournaments for a period expiring December 31, 2026.

 Master Plan Implementation Goals: 5.12
- 8. <u>Purchase Authorization Wheel Loaders</u>. Waive competitive bidding requirements, authorize the purchase of two John Deere 624P Wheel Loaders from A I S Construction Equipment Corporation in the amount of \$458,122.98 utilizing State of Michigan MiDEAL Contract # 071B7700090, and further authorize payment to the vendor upon satisfactory delivery of the equipment.
- 9. Warrant No. 634. Authorize Warrant No. 634 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Quarterly payment associated with Water District Agreement (September 2023)	Water	\$59,132.85
Owosso Charter Township	Quarterly payment associated with Water District Agreement (September 2023)	Water	\$19,711.84

ITEMS OF BUSINESS

- 1. <u>Sale of Amos Gould House</u>. Consider the recommendation of the Owosso Historical Commission for sale of the Amos Gould House.
- 2. <u>Permanent Easements Acceptance Safe Routes to School Project</u>. Consider acceptance of permanent easements from Sherry Cooper and Memorial Medical Associates for the construction and maintenance of a retaining wall as a part of the Safe Routes to School Project in exchange for \$420.18 and \$305.27 respectively.
- 3. <u>Set Special Meeting</u>. Consider setting a special meeting for Monday, October 30, 2023 at 7:30 p.m. to receive a presentation from engineering firm Fishbeck regarding the recently completed City of Owosso Water Study.

COMMUNICATIONS

- 1. Tanya S. Buckelew, Planning & Building Director. September 2023 Building Department Report.
- 2. Tanya S. Buckelew, Planning & Building Director. September 2023 Code Violations Report.
- 3. Tanya S. Buckelew, Planning & Building Director. September 2023 Inspections Report.
- 4. Tanya S. Buckelew, Planning & Building Director. September 2023 Certificates Issued Report.
- 5. Kevin D. Lenkart, Public Safety Director. September 2023 Police Report.
- 6. Kevin D. Lenkart, Public Safety Director. September 2023 Fire Report.
- 7. WWTP Review Board. Minutes of September 26, 2023.
- 8. Parks and Recreation Commission. Minutes of September 27, 2023.
- 9. Owosso Historical Commission. Minutes of October 2, 2023.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, November 06, 2023 - Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on October 16, 2023. Citizens may view and listen to the meeting using the following link and phone numbers.

OWOSSO CITY COUNCIL Monday, October 16, 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/i/87228386279?pwd=aktCbFlvSkRYajhuYUN0ZFBvTnpuUT09

Meeting ID: 872 2838 6279

• Password: 511007

One tap mobile

+13052241968,.87228386279#,...*511007# US

+13092053325,,87228386279#,,,,*511007# 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/gsy2Ph6kSf8
 - Joining a Zoom Meeting https://youtu.be/hlkCmbvAHQQ
 - o Joining and Configuring Audio and Video https://youtu.be/-s76QHshQnY
- Helpful notes for participants: Helpful Hints
- Meeting packets are published on the City of Owosso website http://www.ci.owosso.mi.us

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on October 16, 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 OCTOBER 2, 2023 7:30 P.M. VIRGINIA TEICH CITY COUNCIL CHAMBERS

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR KENNETH HERBRUCK

OWOSSO ASSEMBLY OF GOD

PLEDGE OF ALLEGIANCE: RICHARD HARSH

PRESENT: Mayor Robert J. Teich, Jr., Mayor Pro-Tem Susan J. Osika,

Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law, Emily

S. Olson, and Nicholas L. Pidek.

ABSENT: None.

APPROVE AGENDA

Motion by Councilmember Pidek to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 18, 2023

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of September 18, 2023 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, encouraged people to stay for the entire meeting, particularly if they are present to register a complaint. He said they may miss out on relevant information if they leave the meeting early.

Ann Eno, 221 N. Ball Street, said she has questions regarding downtown parking enforcement. She said that from what she has seen the parking attendant will issue tickets when it's not appropriate and will play favorites by letting obvious violations go in some instances. Public Safety Director Lenkart said he would be happy to speak with Ms. Eno after the meeting about the specifics of her situation.

CONSENT AGENDA

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

*Change Order No. 1 – 2023 North Street Rehabilitation Project - Engineering Services Contract.

Approve Change Order No. 1 to the 2023 North Street Rehabilitation Project – Engineering Services

Contract with Eng., Inc. for additional construction administration services due to conditions found in the field in the amount of \$16,780.00 and authorized payment up to the revised contract amount of \$159,342.50 upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 170-2023

AUTHORIZING CHANGE ORDER NO. 1 TO THE 2023 NORTH STREET REHABILITATION PROJECT ENGINEERING SERVICES CONTRACT WITH ENG., INC.

WHEREAS, the City of Owosso, Shiawassee County, Michigan approved the 2023 North Street Rehabilitation Project Engineering Services Agreement with ENG., Inc. on February 22, 2022 in the amount of \$142,562.50; and

WHEREAS, the agreement must be modified to increase the contract amount due to the additional inspection time necessary to complete the project; and

WHEREAS, the Director of Engineering has reviewed the change order as requested and has determined it to be fair and reasonable.

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

approve Amendment No. 1 to the 2023 North Street Rehabilitation Project Engineering Services Agreement with ENG., Inc., increasing the contract amount \$16,780.00 for

additional construction administration services due to conditions in the field.

SECOND: the mayor and city clerk are requested and authorized to sign Change Order No. 1 to the

2023 North Street Rehabilitation Project Engineering Services Agreement between the

City of Owosso, Michigan and ENG., Inc.

THIRD: the accounts payable department is authorized to pay ENG., Inc. for work satisfactorily

completed up to the revised contract amount of \$159,342.50.

FOURTH: the additional expenses shall be paid from Major Street Fund Account No. 202-451-

818.000-NORTHSTR23 (\$8,390.00) and Water Fund Account No. 591-901-972.000-

NORTHSTR23 (\$8,390.00).

Proposed Special Assessment District No. 2023-103 – Hazards & Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, October 16, 2023 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2023-103, Hazards & Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances as follows:

RESOLUTION NO. 171-2023

SPECIAL ASSESSMENT DISTRICT NO. 2023-103 HAZARDS AND NUISANCES

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

- Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
- 2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 16, 2023 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
- 3. The City Clerk is directed to publish the notice of said hearings once in *The Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.

The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW SPECIAL ASSESSMENT ROLL – HAZARDS AND NUISANCES CITY OF OWOSSO COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

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

PARCEL#	PROPERTY ADDRESS	SERVICE	TOTAL DUE
050-602-002-010-00	1325 W. Stewart	Clean	\$ 270.69
050-651-000-013-00	415 Genesee St.	Clean	251.61
050-666-000-026-00	113 N. Oak	Clean	219.65
050-480-000-010-00	1455 Industrial	Clean	1543.76
050-115-002-019-00	1149 S. Shiawassee	Snow	203.30
050-250-000-008-00	602 N. Shiawassee	Snow	229.30
050-536-000-043-00	126 N. Shiawassee	Snow	258.80
050-536-000-093-00	1221 N. Shiawassee	Snow	258.80
050-010-032-029-00	719 Frazer	Water	1578.95
050-114-003-004-00	1031 S. Chipman	Water	311.89
050-380-003-020-00	825 E. Exchange	Water	217.80
050-420-007-024-00	700 Broadway	Water	318.89
050-660-023-019-00	709 Lynn	Water	303.92
050-010-015-001-00	667 Glenwood	Weeds	150.00

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050-710-001-012-00 915 Corunna Weeds \$ 145.00				+
	050-710-001-012-00	915 Corunna	Weeds	\$ 145.00 \$ 12.894.36

\$ 12,894.36

TAKE NOTICE THAT ANY HAZARDS/NUISANCES INVOICES OR CHARGES REMAINING UNPAID AS OF THEIR DUE DATE WILL BE INCLUDED ON THIS ROLL.

The said Special Assessment Roll-Hazards and Nuisances is on file for public examination with the City Clerk and any objections to said Special Assessment Roll-Hazards and Nuisances must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment Roll-Hazards and Nuisances.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessment may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 16, 2023 for the purpose of reviewing said Special Assessment Roll-Hazards and Nuisances and for the purpose of considering all objections to said roll submitted in writing. If you have questions regarding this notice, please contact the City Treasurer's Office at 725-0599.

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

INV #	SRVC CODE	PARCEL #	NAME	AMOUNT
	Damage by			
4909	auto	Unknown Address/No Ins.	Andrea Brandt	285.00
6518	Clean	050-114-006-001-00	Shiawassee County Treasurer	930.00
6524	Mow	050-113-003-005-00	Jeffrey Ruby	153.00
6532	Mow	050-660-022-004-00	Shiawassee County Treasurer	168.00
6541	Mow	050-113-003-005-00	Jeffrey Ruby	153.00
6544	Mow	050-660-022-004-00	Shiawassee County Treasurer	168.00
6550	Mow	050-114-006-001-00	Shiawassee County Treasurer	138.00
			·	\$1,995.00

*Contract Amendment – Professional Engineering Services. Approve Amendment No. 1 to the professional services agreement with Fishbeck for the WWTP Solids Handling Project in the amount of \$20,000.00 and authorize payment up to the revised contract amount of \$104,000.00 upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 172-2023

AUTHORIZING AMENDMENT NO. 1 TO THE WWTP SOLIDS HANDLING PROJECT ENGINEERING SERVICES AGREEMENT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved an agreement with Fishbeck, on October 4, 2021 for engineering services for the Wastewater Treatment Plant (WWTP) Solids Handling project, an approved 2022 SRF planned project; and

WHEREAS, during the demolition/construction phase of the project the need for additional structural work became apparent requiring additional engineering services.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to

amend the Wastewater Treatment Plant (WWTP) Solids Handling Project Engineering Services Agreement with Fishbeck, increasing the contract for engineering of additional

structural work identified during the demolition/construction phase.

SECOND: the Mayor and City Clerk are instructed and authorized to sign the document substantially

in form attached as Amendment No. 1 to the Contract for Services between the City of Owosso and Fishbeck, in the amount of \$20,000.00; an increase revising the total current contract amount from \$84,000.00 to \$104,000.00 (including a \$5,000 contingency).

THIRD: the Accounts Payable department is authorized to pay Fishbeck for work satisfactorily

completed, up to the revised contract amount of \$104,000.00.

FOURTH: the above expenses shall be paid from the Wastewater Fund, and SRF Bond Funds.

*Professional Services Agreement – WTP Filters Improvements Project. Authorize a professional services agreement between the City of Owosso and Fishbeck of Lansing, Michigan for engineering design and construction administration services for the WTP Filters Improvements Project in the amount of \$294,825.00 as follows:

RESOLUTION NO. 173-2023

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH FISHBECK FOR THE WTP FILTERS IMPROVEMENTS PROJECT

WHEREAS, key components of the four gravity filters located at the City of Owosso Water Filtration Plant have reached the end of their useful life and require replacement and/or improvement; and

WHEREAS, Fishbeck of Lansing, Michigan has provided a proposal for the necessary engineering services to replace this aged equipment, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the proposed services as necessary for the design, bid specification development, and construction administration services for the project, and hereby recommends authorizing Fishbeck to provide the required engineering services in the amount of \$294,825.00; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will fund said improvements from the State of Michigan's Drinking Water State Revolving Fund (DWSRF).

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to

waive competitive bidding requirements and enter into an agreement with Fishbeck for professional engineering design services and construction administration for the Water

Treatment Plant (WTP) Filters Improvements Project.

SECOND: Tasks 3 – 5 of said agreement shall be contingent upon the City securing loan funding

through the State's DWSRF program.

THIRD: the mayor and city clerk are instructed and authorized to sign the necessary documents

as an Agreement for Professional Engineering Services between the city of Owosso,

Michigan and Fishbeck.

FOURTH: the accounts payable department is authorized to submit payment to Fishbeck in the

amount of \$294,825.00 for these services.

FIFTH: the above expenses shall be paid from fund 591-901-972.200.

<u>Traffic Control Order – Owosso High School Marching Band Festival</u>. Approve request from Jillian Kowalczyk, Owosso High School Band Director, for the closure of various streets in the southeast quadrant of the City for the Owosso High School Marching Band Festival from 3:00 p.m.-10:00 p.m. on Monday, October 9, 2023 (rain date Monday, October 16, 2023), waive the insurance requirement, and approve Traffic Control Order No. 1507 formalizing the permission.

*Check Register – September 2023. Affirm check disbursements totaling \$4,633,080.69 through September 22, 2023.

Motion supported by Councilmember Law.

Roll Call Vote.

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

and Mayor Teich.

NAYS: None.

ITEMS OF BUSINESS

*Apparatus Sales Agreement – HME, Inc. Core Top-Mount Pumper Truck

City Manager Nathan R. Henne indicated that Councilmembers were in receipt of all 149 pages of the sales agreement establishing all of the options and equipment that will be installed during the manufacturing process of the City's future pumper fire truck.

Motion by Councilmember Pidek to approve the final purchase agreement with HME, Inc. for one HME Core Top-Mount Pumper truck as follows:

RESOLUTION NO. 174-2023

AUTHORIZING THE APPROVAL OF AN APPARATUS SALES AGREEMENT WITH HME, INC. OF WYOMING, MICHIGAN FOR ONE HME CORE TOP-MOUNT PUMPER TRUCK

WHEREAS, the City of Owosso, Shiawassee County, Michigan operates a fire department requiring the use of fire vehicles: and

WHEREAS, the replacement schedule calls for the replacement of one unit in 2023; and

WHEREAS, the Owosso City Council approved the purchase of an HME Core Top-Mount Pumper truck on September 5, 2023, in the amount of \$789,988.00; and

WHEREAS, HME, Inc. and Owosso City Staff have finalized an Apparatus Sales Agreement requiring Council review and approval.

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 approve the Apparatus Sales Agreement between the City of Owosso and HME, Inc. for the purchase of one (1) HME Core Top- Mount Pumper truck in the amount

of \$789,988.00.

SECOND: the mayor and city clerk are instructed and authorized to sign the Apparatus Sales

Agreement substantially in the form attached.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

Teich.

NAYS: None.

Lot Split Authorization – 1400 West Oliver Street

City Manager Henne explained that the owner of the parcel in question would like to split off and sell the portion of the property containing the pole barn. All established easements will remain in place and staff recommends approval.

Motion by Councilmember Pidek to authorize the division of a City lot under the Michigan Subdivision Control Act for platted lot at 1400 West Oliver Street, parcel # 050-537-000-051-00 as follows:

Current Description:

Address	Status	Parcel #1
1400 W. Oliver Street	Before Split	050-537-000-051-00
Description:		

PART OF N 1/2 OF SE 1/4 SEC 14 T7N R2E CITY OF OWOSSO COM AT INTERSECTION OF W R/W MCRR & E OLIVER ST EXTD W'LY 811.5' FROM W LN CHIPMAN ST TH S 77*17' W 202. 9' (220.9') TH S 48*30' W 83.8' TH S 43*23' E 177.7' TH S 46*45' E 180' TH N 47*35' E ALG BRK WALL 242.3' TO W R/W MCRR TH N 42*7' W 256.4' TO BEG

Descriptions After Split:

Address	Status	Parcel #1
1400 W. Oliver Street	After Split	050-537-000-051-00

Description:

PART OF N 1/2 OF SE 1/4 SEC 14 T7N R2E CITY OF OWOSSO BEG AT INT OF W R/W MCRR & E OLIVER ST EXTD W'LY 811.5 FT FROM W LN CHIPMAN ST, TH S77*17'W 202.9', TH S48*30'W 83.8 FT, TH S43*23'E 177.7 FT, TH S46*45'E 180 FT, TH N47*35'E ALG BRICK WALL 242.3 FT TO W R/W MCRR, TH N42*7'W 256.4 FT TO POB; EXC PCL DESC AS BEG AT PT ON E-W $\frac{1}{4}$ LN W 1866.23 FT & S42*07'00"E ON SW'LY R/W LN GTW RR A DISTANCE OF 995.17 FEET FROM E $\frac{1}{4}$ COR SEC 14, TH CONT S42*07'00"E 206.44 FT, TH

S47*52'47"W 82.85 FT, TH N42*00'42"W 202.77 FT, TH N45*20'12"E 82.53 FT TO POB; 1.49 AC +/- Also subject to any other easements or restrictions of record.

Address	Status	Parcel #2
1500 W. Oliver Street	After Split	050-537-000-052-00

Description:

PART OF SE 1/4 SEC 14 T7N R2E CITY OF OWOSSO DESC AS BEG AT PT ON E-W $\frac{1}{4}$ LN W 1866.23 FT & S42*07'00"E ON SW'LY R/W LN GTW RR A DISTANCE OF 995.17 FEET FROM E $\frac{1}{4}$ COR SEC 14, TH CONT S42*07'00"E 206.44 FT, TH S47*52'47"W 82.85 FT, TH N42*00'42"W 202.77 FT, TH N45*20'12"E 82.53 FT TO POB, 0.39 AC +/- Also subject to any other easements or restrictions of record.

Motion supported by Councilmember Law.

Roll Call Vote.

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

Pidek, and Mayor Teich.

NAYS: None.

COMMUNICATIONS

Brad A. Barrett, Finance Director. Financial Report - August 2023.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, asked if the price for the fire truck had changed.

Eddie Urban, 601 Glenwood Avenue, said he has 8 tickets for the Renaissance Festival if anyone wants them.

Councilmember Olson said there will be another downtown cleanup on October 7, 2023. Those interested in volunteering can sign up on the DDA website.

Mayor Pro-Tem Osika announced the Historical Commission's 2023 Christmas Party will be celebrating the 100th birthday of Curwood Castle. The event will be held December 9th at the Conservation Club and tickets are \$20. She also noted that she was present for the dedication of Habitat for Humanity's most recent home build. She said the home is beautiful and the new homeowners were grateful and proud. Mayor Teich noted that this Habitat Home is the first of 6 homes that will be built in the county over the course of the next 12-24 months.

Mayor Teich indicated the price for the fire truck remains the same.

Councilmember Fear said that the plaster repairs in the Council Chambers looked great and it was nice to see the place looking good again.

NEXT MEETING

Monday, October 16, 2023

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2024 Building Board of Appeals – Alternate - term expires June 30, 2025 Downtown Development Authority – Resident – term expires June 30, 2025 Zoning Board of Appeals – Alternate – term expires June 30, 2024 Zoning Board of Appeals – Alternate – term expires June 30, 2025

ADJOURNMENT

Motion by Mayor Pro- 1em Osika for adjournment at 7:50 b.f	-Tem Osika for adjournment at 7:50 p.m.
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Motion supported by Councilmember Law and concurred in by unanimous vote.

Robert J. Teich, Jr., Mayor	
Amy K. Kirkland, City Clerk	

Draft 10 10-02-2023

^{*}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.



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

MEMORANDUM

DATE: October 2, 2023

TO: Owosso City Council

FROM: Katherine Fagan, City Treasurer

RE: Hazards and Nuisances Special Assessment Roll

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

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in December of 2022. It lists the invoice numbers, the due date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

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

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

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for October 16, 2023, to receive citizen comment regarding this roll, and approve writing off the attached write off list. An updated list of unpaid invoices to be added to the tax roll will be provided to you at the public hearing.

RESOLUTION NO.

AUTHORIZING THE ROLL FOR SPECIAL ASSESSMENT DISTRICT NO. 2023-103, HAZARDS & NUISANCES

WHEREAS, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Osika to adopt Special Assessment Resolution No. 2 for the annual hazards & nuisances roll, as follows:

PARCEL#	PROPERTY ADDRESS	BALANCE
050-010-015-001-00	667 GLENWOOD AVE	\$295.00
050-010-016-006-00	629 ALGER AVE	\$280.00
050-010-032-029-00	719 FRAZER AVE	\$1,578.95
050-050-000-038-00	114 S CEDAR ST	\$140.00
050-113-017-007-00	1415 LYNN ST	\$300.00
050-114-003-004-00	1031 S CHIPMAN ST	\$311.89
050-115-002-019-00	1149 S SHIAWASSEE ST	\$203.30
050-180-004-020-00	326 S DEWEY ST	\$306.00
050-240-002-019-00	643 N HICKORY ST	\$280.00
050-250-000-008-00	602 N SHIAWASSEE ST	\$925.30
050-380-003-020-00	825 E EXCHANGE ST	\$217.80
050-390-004-012-00	1260 ADAMS ST	\$834.00
050-420-004-001-00	MONROE ST	\$450.00
050-420-005-009-00	755 DIVISION ST	\$145.00
050-420-007-024-00	700 BROADWAY AVE	\$318.89
050-470-027-003-00	200 E MAIN ST	\$168.00
050-480-000-010-00	1455 INDUSTRIAL DR	\$1,543.76
050-536-000-010-00	909 ADAMS ST	\$280.00
050-536-000-043-00	1265 N SHIAWASSEE ST	\$548.80
050-536-000-093-00	1221 N SHIAWASSEE ST	\$258.80
050-560-000-056-00	1108 MEADOW DR	\$290.00
050-602-002-010-00	1325 W STEWART ST	\$270.69
050-602-008-011-00	937 KENWOOD DR	\$138.00
050-603-002-011-00	1444 W KING ST	\$138.00
050-621-002-006-00	321 STATE ST	\$280.00
050-651-000-013-00	415 GENESEE ST	\$251.61
050-651-000-022-00	501 S SHIAWASSEE ST	\$150.00
050-652-008-004-00	808 DIVISION ST	\$558.00
050-660-014-012-00	104 N LANSING ST	\$138.00
050-660-023-019-00	709 LYNN ST	\$303.92
050-666-000-026-00	113 N OAK ST	\$219.65
050-710-001-012-00	915 CORUNNA AVE	\$771.00

\$ 12,894.36

and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Said Special Assessment Roll-Hazards and Nuisances as prepared by the City Assessor in the amount of \$12,894.36 is hereby confirmed and shall be known as Special Assessment Roll-Hazards and Nuisances No. 2023-103.
- 2. Said Special Assessment Roll-Hazards and Nuisances No. 2023-103 shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.



DATE: 10.10.23
TO: CITY COUNCIL
FROM: CITY MANAGER

SUBJECT: Revoke Covenant Eyes Industrial Facilities Tax Exemption

BACKGROUND:

In October, 2019, an Industrial Facilities Tax exemption was approved for the 1525 W King St property. This IFT was approved for 12 years as incentive to add on to the existing facility at a cost of \$350,000 to create 40 new jobs. The construction was not completed and the owners are requesting that the IFT certificate be revoked.

RECOMMENDATION:

Revoke IFT Certificate 2019-121 for 1525 W. King St. – Covenant Eyes, Inc.

RESOLUTION NO.

REQUESTING REVOCATION OF IFT CERTIFICATE NO. 2019-121 FOR COVENANT EYES, INC. AT 1525 WEST KING STREET

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 *et seq.*, after a duly noticed public hearing held on October 11, 2019, the Owosso City Council by resolution established an Industrial Development District for the property located at 1525 W. King Street; and

WHEREAS, the City of Owosso approved an application from Covenant Eyes, Inc. requesting an Industrial Facilities Tax Exemption to induce \$350,000 in real-property investments at the location; and

WHEREAS, Covenant Eyes, Inc. has failed to proceed in good faith with the project within the construction period allowed for a new Facility.

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

FIRST: the City of Owosso hereby requests the Michigan State Tax Commission to revoke

Industrial Facilities Exemption Certificate No. 2019-121 issued to Covenant Eyes, Inc. for

\$350,000 in real property investments located at 1525 W. King Street.



DATE: 10.10.23
TO: CITY COUNCIL
FROM: CITY MANAGER

SUBJECT: Revoke 152 E Howard St Obsolete Property Rehabilitation Certificate 3-19-0024

BACKGROUND:

In September, 2019, a 12-year Obsolete Property Rehabilitation Exemption Certificate was issued to Howard Street Development, LLC for their property at 152 E. Howard St. This OPRA was approved for 12 years as incentive to redevelop the property into a mixed-use facility adding 7 new residential units. The certificate was approved based on an application submitted by the developer promising to spend over \$1.3 million on the project. Unfortunately, construction on the project was not completed and the owners are requesting that the OPRA certificate be revoked.

RECOMMENDATION:

Approve the revocation of OPRA Certificate No. 3-19-0024 in accordance with MCL 125.2792 governing the revocation of Obsolete Property Rehabilitation Exemption Certificates.

RESOLUTION NO.

REVOKING OBSOLETE PROPERTY REHABILITATION ACT (OPRA) EXEMPTION CERTIFICATE NO. 3-19-0024 FOR THE PROPERTY AT 152 E. HOWARD STREET

WHEREAS, pursuant to P.A. 146 of 2000, as amended, after a duly noticed public hearing held on September 16, 2019, the Owosso City Council by resolution established an Obsolete Property Rehabilitation District for the property located at 152 East Howard Street; and

WHEREAS, the City of Owosso approved an OPRA application from Howard Street Development, LLC, resulting in the issuance of OPRA Certificate No. 3-19-0024 to induce the proposed \$1,318,143 rehabilitation project; and

WHEREAS, Howard Street Development, LLC has failed to proceed in good faith with the rehabilitation of the facility within the construction period allowed; and

WHEREAS, Howard Street Development, LLC has requested in a certified letter that the OPRA certificate be revoked.

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 revoke Obsolete Property Rehabilitation Exemption Certificate No. 3-19-0024 issued to Howard Street Development, LLC for property located at 152 E. Howard Street, Owosso, Michigan.



DATE: 10.10.23
TO: CITY COUNCIL
FROM: CITY MANAGER

SUBJECT: Terminate Brownfield Plan #21 – 152 E Howard St – at request of owner/developer

BACKGROUND:

On November 4, 2019, a Brownfield Plan was approved for the 152 E. Howard St property (BRA #21). This Plan was approved for 26 years as incentive to redevelop the property into a mixed-use facility adding 7 new residential units. The Plan was approved based on an application submitted by the developer promising to spend over \$1.3 million on the project. The construction was not completed and the owners are requesting that the Brownfield Plan be terminated.

RECOMMENDATION:

Approve termination of Brownfield Plan #21 for 152 E. Howard Street.

RESOLUTION NO.

TERMINATING BROWNFIELD PLAN # 21 - 152 E. HOWARD STREET PROJECT FOR HOWARD STREET DEVELOPMENT, LLC

WHEREAS, pursuant to P.A. 381 of 1996, as amended, after a duly noticed public hearing held on November 4, 2019, the City of Owosso approved Brownfield Plan #21 for Howard Street Development, LLC for property located at 152 East Howard Street in the amount of \$406,485 in eligible expenses.

WHEREAS, Howard Street Development, LLC has failed to proceed in good faith with the rehabilitation of the facility within the construction period allowed; and

WHEREAS, Howard Street Development, LLC has requested in a certified letter that the Brownfield Plan be terminated; and

WHEREAS, the City of Owosso has conducted a public hearing and gave 30 days prior written notice of the public hearing to the developer at its last known address by certified mail.

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 terminate Brownfield Plan #21 - 152 E. Howard Street Project for Howard Street Development, LLC.

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

MEMORANDUM

DATE: October 9, 2023

TO: City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: Traffic Control Order # 1508

The City of Owosso, has requested the following street closures for the Veteran's Day Parade.

LOCATION:

Veteran's Day Parade: Units will stage on Jerome Ave. Parade begins on Washington St., at Jerome Ave. Parade route is northbound on Washington St., ending at Goodhue St. Ceremony will be held at Fayette Square.

DATE:

November 11, 2023

TIME:

10:30 a.m. - 12:30 p.m.

The Public Safety Department has issued Traffic Control Order # 1508 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the request and authorization of said traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.:	DATE:	TIME
1508	10/9/2023	10:00 am
REQUESTED BY:		
Kevin Lenkart – Directo	r of Public Safety	
TYPE OF CONTROL:		
Street Closure		
LOCATION OF CONT	ROL:	
Washington St., at Jero		ome St Parade begins on orthbound on Washington neld at Fayette Square.
EVENT/DATES:		
Veteran's Day Parade November 11, 2023, 1	0:30 to 12:30	
APPROVED BY COUN	ICIL	
	, 20	
REMARKS		



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

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

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

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

Event Name: Ve	teran's Da	y Parade			
Applicant Name: C	ity of Owo	esso		Date:	10-9-23
Primary Cont	12 .	(Individual or Group Name) rin Lenkart		Title:	10-9-23 P.S. Chief
Addr	ess: <u>20</u>	2 S. Water St.			
Phon	e:	Em	ail:		
Requested Date(s): _	11-11-23		_ Requested Hours:	10:30 to	12:00
		Route): Units will stage		(Including	set-up and clean-up)
		ngton, ending at Goodhue			
Detailed description of	of the use for wh	ich the request is made:	Veteran's Da	y Parade	•
. ,		1			
Please attach the follodescriptions of each it		mark the corresponding	checkbox indicating t	heir inclusion.	See back for detailed
•		Executed Hold Harm	less Agreement		
	\checkmark	Map of the Event Are	a with Event location	highlighted	
		Rules or policies appl	icable to persons part	icipating in pro	posed event
		Proof of Insurance			
		Of			
	· \square	Request for Insurance	: Waiver		
		Application Fee			

Continued on back...

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

The Applicant certifies that s/he has read and examined this application and that all information contained herein is true

and correct. Applicant agrees to observe all City ordinances, laws and/or co	onditions imposed.
Applicant Signature: Res Leng	Date: 10-9-3
Information Regarding Required De	
Map of the Event Area – Map showing the general area where the event will route <u>must</u> be highlighted and the locations requiring barricades for the requirant marked.	
<u>Rules or policies</u> - Rules and policies applicable to events and activities org invitation to members of the general public to participate in the event or act state and federal laws and regulations and shall include, at a minimum, a preffect of denying participation or imposing limitations on participation beyon participants.	ivity shall comply with all applicable local, occess for appealing decisions that have the
<u>Proof of Insurance</u> — A Certificate of Insurance and Endorsement acceptable insurance for the event in the minimum amount of \$1,000,000 per occurrence City of Owosso as additional insured and be primary and non-contributory to	ce. Coverage shall be endorsed to name the
or	
Request for Insurance Waiver - The City Council may waive the insurance recoverage is unavailable or cannot be obtained at a reasonable cost and the effulfills a legitimate and recognized public purpose. Check box if you are re	vent or activity is in the public interest or
Applicants must indicate whether they are providing proof of insurance or n waiver in no way guarantees a waiver will be granted.	requesting an insurance waiver. Request for a
<u>Application Fee</u> – Fee set by resolution of City Council to offset a portion of events applications.	f the costs related to the processing of special
☐ \$30 Application (30-120 days prior to 1st day of event)	Additional:
\$50 Additional MDOT Closure (M-21, M-71, M-52)	Additional:
\$15 Additional-Expedited Fec (14-29 days prior to 1st day of event)	Additional:
\$ Total Due at Time of Application. Please make check pay	rable to: City of Owosso.
Do Not Write Below This Line - For Officials	s Use Only
Approved Not Approved Date:	Traffic Control Order Number

Copy of Rules & Regulations provided to Applicant \(\square\)

DDA - Director; WCIA - Chairperson

Cc:

VETERANS DAY * * * PARADE * *

NOVEMBER 11, 2023 AT 11:00 A.M.



Following the parade there will be a ceremony at Fayette Square and then a luncheon at the VFW.



Parade floats need to be staged in the Comstock parking lot no later than 10:30 a.m.

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

MEMORANDUM

DATE: October 10, 2023

TO: City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: Traffic Control Order # 1509

Lizzie Fredrick, Owosso Main Street Director, is requesting the following street/lot closures for the annual Glow Owosso Parade, 5K and Tree Lighting. The City insurance policy will cover this event.

LOCATIONS/DATES/TIMES:

5:00 p.m. to 9:00 p.m., Friday, November 24, 2023

Main Street Plaza

5:30 p.m. to 7:00 p.m., Friday, November 24, 2023

Exchange Street from Washington Street to Water Street; Water Street from Exchange Street to North Street; North Street from Water Street to entrance of Owosso High School

6:00 p.m. to 8:00 p.m., Friday, November 24, 2023

Washington Street from King Street to Jerome Ave

The Public Safety Department has issued Traffic Control Order #1509 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of said traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.:	DATE:	TIME:
1509	10/10/2023	10:00 am
REQUESTED BY:		
Kevin Lenkart – Dir	ector of Public Safety	
TYPE OF CONTRO	L:	
Street/Lot Closure		
LOCATION OF CO	NTROL:	
5:00 p.m. to 9:00 p.	m., Friday, November 24, 202	<u>3</u>
Main Street Plaza		
5:30 p.m. to 7:00 p.	m., Friday, November 24, 202	<u>3</u>
	rom Washington Street to W reet to North Street; North St to High School	
6:00 p.m. to 8:00 p.	m., Friday, November 24, 202	<u>3</u>
Washington Street	from King Street to Jerome	Ave
EVENT:		
Tree Lighting, 5k and DATE: November TIME: 5:00 pm -	24, 2023	
APPROVED BY CO	DUNCIL	
	, 20	
REMARKS:		



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

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

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

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

Event Name:			
Applicant Name:		(Individual or Group Name)	Date:
Primary Contact:			Title:
Address:			
Phone:		Email:	
Requested Date(s):		Requested Hours:	
		Coute):	
Datailed description of the use for	r xybiol	h the request is made:	
Detailed description of the use for	WIIICI	ii die request is made.	
Please attach the following items descriptions of each item:	and ma	ark the corresponding checkbox indicating their in	nclusion. See back for detailed
]		Executed Hold Harmless Agreement	
]		Map of the Event Area with Event location highl	ighted
[Rules or policies applicable to persons participat	ing in proposed event
[Proof of Insurance	
		or	
]		Request for Insurance Waiver	
[Application Fee	

Continued on back...

03-06-2023

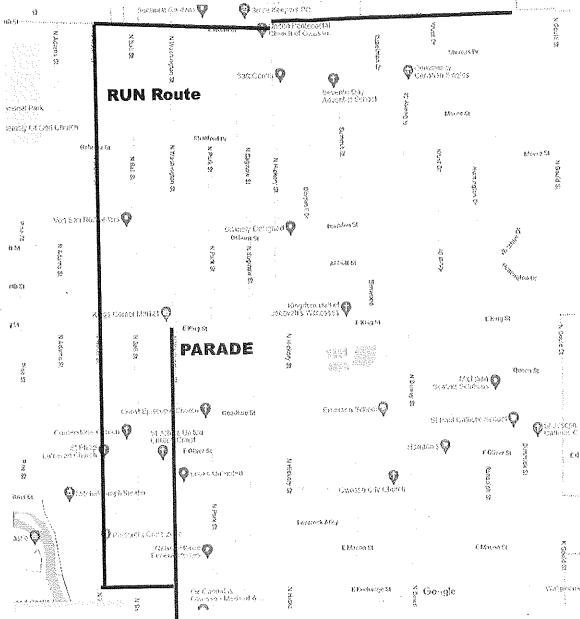
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. In consideration of the granting of permission by the City of Owosso to the Applicant for the use of facilities set forth above, Applicant shall indemnify, defend and hold harmless the City of Owosso, their officials, employees, agents, professionals and volunteers,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

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

Applicant Signature: Elizabeth Fredrick	Digitally signed by Elizabeth Frednoli- bate 2003-70-30 16:05/28 -04/00	Date:	
Informa	ation Regarding Required Do	cuments	
Map of the Event Area – Map showing the ge route must be highlighted and the locations re marked.			
Rules or policies - Rules and policies applicate invitation to members of the general public to state and federal laws and regulations and sha effect of denying participation or imposing linparticipants.	participate in the event or acti Il include, at a minimum, a pro	vity shall comply with all applicable local, cess for appealing decisions that have the	
Proof of Insurance – A Certificate of Insurance insurance for the event in the minimum amou City of Owosso as additional insured and be p	nt of \$1,000,000 per occurrence	e. Coverage shall be endorsed to name the	
or			
Request for Insurance Waiver - The City Cou coverage is unavailable or cannot be obtained fulfills a legitimate and recognized public pur	at a reasonable cost and the ev	vent or activity is in the public interest or	
Applicants must indicate whether they are pro waiver in no way guarantees a waiver will be		equesting an insurance waiver. Request for a	
Application Fee – Fee set by resolution of Cit events applications.	y Council to offset a portion of	f the costs related to the processing of special	
√ \$30 Application (30-120 days prior to 1 st d	lay of event)	Additional: GL: 248.705.818.750	
50 Additional MDOT Closure (M-21, M-71, M-52)			
S15 Additional-Expedited Fee (14-29 days	Additional:		
\$ Total Due at Time of Applica	tion. Please make check pay	able to: City of Owosso.	
Do Not V	Write Below This Line - For Officials	Use Only	
Approved ☐ Not Approved ☐ Date:		Traffic Control Order Number	

Copy of Rules & Regulations provided to Applicant

DDA - Director; WCIA - Chairperson



5K Run - Exchange (from Washington to Water) Water (from Exchange to North) North (from Water to Gould)

Parade - Washigton (from King to Jarome)

Volunteer List Flag/Light person at these corners

- 1 person Exchange/water
- 1 person Mason/Water
- 2 people Water/ Williams 2 people Water/ Oliver (flasher Vehicle if possible)
- 2 people Water/ King
- 1 person Water/Jennett
- 1 person Water/Galusha
- 2 people Water/North
- 1 person North/Ball
- 2 people North/Washington
- 2 people North/Hickory
- 1 person North/Summit
- 1 person North/Rublman
- 1 person North/Krust
- 2 people High School Turnaround/water station



MEMORANDUM

DATE: November 9, 2023

TO: Owosso City Council

FROM: Kevin Lenkart, Public Safety Chief

RE: Front Line Services, Inc. & Cummins Inc. – Emergency Repair Authorization

Public Safety staff requests City Council authorize payment to Front Line Services, Inc.(FLSI) and Cummins Inc. (Cummins) in the amount of \$25,759.88 for the emergency repair and replacement of equipment on Fire Department truck Tower-1 as permitted by Sec. 2-346(5) of the Code of Ordinances of the City of Owosso. Payment will be from the Fire Department vehicle repair fund.

In August 2023, Owosso Fire Department (OFD) staff noticed the radiator and engine of Tower-1 were not running properly. Staff from FLSI and Cummins inspected the vehicle and found that T-1 needed immediate repair. At the request of FLSI staff, the vehicle was driven to their facility in Freeland, Michigan to enable a more comprehensive evaluation of the truck.

Since that time, the staff at FLSI and Cummins have completed the necessary emergency repairs, with the costs listed below. The invoices are attached to the memo.

Requested payment to FLSI is \$8,995.00 Requested payment to Cummins is \$16,764.88 Total payment request is: \$25,759.88

RESOLUTION NO.

AUTHORIZING PAYMENT TO FRONT LINE SERVICES, INC. AND CUMMINS INC. FOR EMERGENCY REPAIR OF OWOSSO FIRE DEPARTMENT TOWER 1

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Fire Department vehicle, Tower 1, that required emergency repairs; and

WHEREAS, Sec 2-346(5) of the Code of Ordinances of the City of Owosso waives competitive bidding requirements when a purchase is of an emergent nature; and

WHEREAS, the City directed Front Line Services, Inc. and Cummins Inc. to proceed and perform the emergency repairs, which subsequently totaled \$25,759.88; and

WHEREAS, the Public Safety Director has reviewed the detailed billing from Front Line Services, Inc. for the cost of emergency repairs and recommends payment in the amount of \$8,995.00 for work satisfactorily completed; and

WHEREAS, the Public Safety Director has reviewed the detailed billing from Cummins Inc. for the cost of the repairs and recommends payment in the amount of \$16,764.88 for the work satisfactorily completed.

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

FIRST: it has heretofore determined that it was necessary and in the public interest to contract with Front Line Services, Inc and Cummins Inc. for emergency repairs to Owosso Fire Department vehicle Tower 1.

SECOND: the Accounts Payable Department is authorized to submit payment to Front Line Services, Inc. in the amount of \$8,995.00 as authorized by Council this 16th day of October 2023.

THIRD: the Accounts Payable Department is authorized to submit payment to Cummins Inc. in the amount of \$16,764.88 as authorized by Council this 16th day of October 2023.

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

Front Line Services 8588 Carter Rd Freeland MI 48623 Inv #: 38679

Cust #: 0030

Date: 8/31/2023

Page: 1

Bill To:

Owosso Fire Department rhonda.pritchett@ci.owosso.mi.u Kevin.Lenkart@ci.owosso.mi.us

Ship To:

Owosso Fire Department 202 S. Water St.

Owosso MI 48867

Cust PO		SP FLSI	Ship Via FO BEST	FOB	Terms Net 30		FLSI No 46,176
Order Ship B/O	Item Number Description	Price	Disc	Ext Pr			
1	1	0	FLSQUOTED New OEM Radiator		\$8,995.00	\$0.00	\$8,995.00

 Subtotal
 \$8,995.00

 Tax
 \$0.00

 (Deposit)
 \$0.00



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to: Cummins Sales and Service PO Box 772639 Detroit, MI 48277-2639

INVOICE NO

PREVIEW

TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO OWNER

CITY OF OWOSSO FIRE DEPT. 301 W MAIN ST OWOSSO, MI 48867-2915

OWOSSO FIRE 202 S WATER ST OWOSSO, MI 48867-2920 LAYNE LITTLE - 989 725-0585

PAGE 1 OF 4 *** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE	
			ISM CM875		HME	
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
3703817		21-AUG-2023	35184017		1871 SPECTR	
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
159838					TOWER 1	

ORDERED ORDERED SHIPPED NUMBER DESCRIPTION PRODUCT UNIT PRICE AMO	QUANTITY ORDERED		QUANTITY SHIPPED		DESCRIPTION	PRODUCT Code	UNIT PRICE	AMOUNT
---	---------------------	--	---------------------	--	-------------	-----------------	------------	--------

OSN/MSN/VIN 44KFT64847WZ21143

COMPLAINT EXHAUST IS WHITE SMOKE AND SMELLS LIKE COOLANT ON STARTUP GOES

AWAY ONCE WARM.

EXHAUST IS WHITE SMOKE AND SMELLS LIKE COOLANT ON STARTUP GOES

AWAY ONCE WARM.

QUOTE TO REPLACE THE HEAD GASKET, AND REPLACE CUSTOMER SUPPLIED

CORRECTION FIELD SERVICE BASIC - 8/23/23-4340- DROVE TO THE JOB SITE, CUSTOMER PUT

LADDER UP ON FIRE TRUCK AND RAISED THE CAB. T/S WHITE SMOKE.

REMOVED BOTH ENDS OF EGR COOLER AND FOUND THEM TO BE DRY AND NO TRACE OF COOLANT OR MOISTURE. HOOKED UP INSITE AND RECORDED INFO.

NO POWER ISSUE.

NO MIXTURE OF OIL /COOLANT.

SIGNS OF COOLANT LEAKING FROM SLIP JOINTS IN EXHAUST MANIFOLD.

HAS COMPRESSION IN COOLING SYSTEM.

9/12/2023-4340 DROVE TO JOB SITE, RAISED CAB AND LADDER, COULDN?T GET CRANE OVER ENGINE TO REMOVE CYLINDER HEAD. ADVISED JOB MUST BE DONE AT THE SHOP. RETURNED TO THE SHOP AND CUSTOMER ARRIVED SHORTLY AFTER. RAISED LADDER AND CAB, DRAINED COOLANT REPLACED

PASSENGER SIDE OF ENGINE AND DRIVER SIDE.

REMOVED CAC TUBES, INTAKE TUBE (ALL TUBE ARE RUBBING ON THE CAB). DRAINED COOLANT, ROCKER HOUSING, ROCKER LEVERS, INJECTORS

CYLINDER HEAD. CLEANED PARTS.

9/18/2023-4340, UNLOADED CYLINDER HEAD AND PREPED, INSTALLED EXHAUST

AND THE TURBO.

REMOVED ALT WIRES AND ALT, T-STAT HOUSING, TENSIONER BRACKET.

REMOVED RAD AND CAC. UNLOADED NEW RAD.

9/20/2023-4340 PREPED AND INSTALLED RADIATOR.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)	SIGNATURE	DATE	



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

INV	\bigcirc	\sim L	N	
INV	OI	CE	Ν	O

PREVIEW

TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO OWNER

CITY OF OWOSSO FIRE DEPT. 301 W MAIN ST OWOSSO, MI 48867-2915

OWOSSO FIRE 202 S WATER ST OWOSSO, MI 48867-2920 LAYNE LITTLE - 989 725-0585

PAGE 2 OF 4
*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
			ISM CM875		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
3703817		21-AUG-2023	35184017		1871 SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
159838					TOWER 1

QUANTITY BACK QUANTITY PART DESCRIPTION PRODUCT UNIT PRICE AMOUNT CODE

OSN/MSN/VIN 44KFT6

44KFT64847WZ21143

9/21/2023-4340 INSTALLED LOWER RAD HOUSE, TRANS COOLER LINES, FAN HUB, CLEANED DECK AND INSTALLED CYLINDER HEAD, TORQUED, INSTALLED ROCKER HOUSING AND TORQUED, INSTALLED INJECTORS. CLEANED PARTS.

9/26/2023-4340 - HOOKED UP EXHAUST SIDE OF ENGINE (FOUND COOLANT EGR LINES CORRODED, ORDERED LINES), HOOKED UP FUEL PUMP SIDE OF THE ENGINE, PREPED AND INSTALLED T-STAT, (HAD TO R&I VALVE COVER TO GET INJECTOR HARNESS SNAPPED INTO PLACE). DRAINED OIL AND FILTER.

9/27/2023-4340 INSTALLED COOLANT EGR LINES, INSTALLED RAD STAY RODS, R&I COOLANT AND OIL FILTER, ADDED NEW OIL, INSTALLED OIL COOLER AND LINES, CAC TUBES, INTAKE TUBE AND AIR CLEANER HOUSING AND BRACKET, INSTALLED AC COMP, HAD TO REMOVE BROKEN BOLT IN COMP BRACKET. MOUNTED UP COMP WITH NEW BELT. ADJUSTED TENSION. ADDED COOLANT, LOOKED OVER FOR LEAK. NONE. HOOKED UP AC MACHINE, SYSTEM WAS EMPTY, DREW SYSTEM DOWN AND APPLIED A VAC TO THE SYSTEM. VAC HELD. ADDED 40Z OF PEG OIL AND 5.140Z OF R-134A TO THE SYSTEM. RAN UNIT AC WORKING PROPERLY. TIED UP HARNESS, ADDED 1 GAL OF TRANS FLUID, RAN UNIT FOR 1HR 30MINS. ALL GOOD. PAINTED ENGINE. LOWERED CAB.

BART WARPED EXHAUST PIPE WITH HEAT CLOTH AND INSTALLED NEW SUPPORT BRACKETS.

REMARK QUOTE ACCEPTED FOR \$11023.67

1	1 4089478	KIT,UPPER ENGINE GASKET	CECO	551.63	551.63
1	1 LF14000-NN	PAC,LF	FLG	73.40	73.40
11	0 C891007GA	P BL 1 S GN2 15W-40 1-GA	VALVOLINE	18.94	208.34
15	15 CC36077	OAT	FLG	19.75	296.25
1	1 2864028RX	HEAD,CYLINDER	DRC	4,248.05	4,248.05

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name)	SIGNATURE	DATE	



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PO Box 772639
Detroit, MI 48277-2639

INVOICE NO

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TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF OWOSSO FIRE DEPT. 301 W MAIN ST OWOSSO, MI 48867-2915

OWNER

OWOSSO FIRE 202 S WATER ST OWOSSO, MI 48867-2920 LAYNE LITTLE - 989 725-0585

PAGE 3 OF 4

*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
			ISM CM875		HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
3703817		21-AUG-2023	35184017		1871 SPECTR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
159838					TOWER 1

QUANTITY ORDERED		UANTITY Shipped	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN	N/VIN	44KFT	64847WZ21143				
1		1	3084650D	HEAD,CYL 94M11	CLEAN	67.50	67.50
-1		-1	3084650D	HEAD,CYL 94M11	DIRTY	67.50	- 67.50
1		1	WF2077	WF PKG	FLG	16.10	16.10
9			4965698 RDERED ITEM	SCREW,HEX FLANGE HEAD CAP 3818121 CECO	CECO	9.24	83.16
3		3	3103086	SCREW,CAPTIVE WASHER CAP	CECO	14.85	44.55
1		1	4089238	KIT,AC GST/SAL 855MM SGLE	CECO	322.59	322.59
1		1	3871472	GASKET	CECO	151.27	151.27
2		2	3871404	O'RING	CECO	7.38	14.76
1		1	010134	HEAT WRAP	E1-OTHER	334.87	334.87
1		1	89548K	4 ZINC GUILLOTINE CLAMP	E1-NGP	5.31	5.31
1		1	3820667	HOSE,PLAIN	CECO	44.60	44.60
1		1	4318947	THERMOSTAT	CECO	88.53	88.53
1		1	3104230	GASKET,EXH GAS RCN VALVE	CECO	47.57	47.57
2		2	3871404	O'RING	CECO	7.38	14.76
1		1	3102895	TUBE,WATER INLET	CECO	56.89	56.89
1		1	3102939	TUBE,WATER OUTLET	CECO	48.01	48.01
1		1	3102916	TUBE,WATER OUTLET	CECO	41.29	41.29
1		1	186780	SEAL,THERMOSTAT	CECO	23.69	23.69
1		1	3540	BELT	E1-OTHER	25.48	25.48
2		2	3824514	PAINT	CECO	24.44	48.88
1		1	00065	EXHUAST CLAMP	E1-OTHER	14.06	14.06

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)	SIGNATURE	DATE	



AUTHORIZED BY (print name)_

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

LOCAL

DATE

0.00

INVOICE NO

PREVIEW

TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO OWNER

CITY OF OWOSSO FIRE DEPT. 301 W MAIN ST OWOSSO, MI 48867-2915

OWOSSO FIRE 202 S WATER ST OWOSSO, MI 48867-2920 LAYNE LITTLE - 989 725-0585

PAGE 4 OF 4
*** CCARD ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPI	MENT MAKE
			ISM CM875			HME
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPA	IENT MODEL
3703817		21-AUG-2023	35184017		1871	SPECTR
REF. NO. 159838	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE		NIT NO. TOWER 1
QUANTITY BACK ORDERED ORDERED	QUANTITY PART SHIPPED NUMBER	DESCRIPTION	PRODUCT CODE		UNIT PRICE	AMOUNT
OSN/MSN/VIN	44KFT64847WZ21143	3				
6	0 R134A	R134-A FREON	E1-OTHER		19.79	118.74
1	1 BRZ/HTM800	CLAMP	E1-OTHER		5.95	5.95

OSN/MSN/VIN	44KFT64847WZ21143				
6	0 R134A	R134-A FREON	E1-OTHER	19.79	118.74
1	1 BRZ/HTM800	CLAMP	E1-OTHER	5.95	5.95
TAX EXEMPT NU	MBERS:		PARTS:		6,928.73
			PARTS COVERAGE CREDIT:		0.00CR
			TOTAL PARTS:	6,928.73	
			SURCHARGE TOTAL:		0.00
			LABOR:		9,622.40
			LABOR COVERAGE CREDIT:		0.00CR
			TOTAL LABOR:	9,622.40	
			TRAVEL:		194.00
			TRAVEL COVERAGE CREDIT:		0.00CR
			TOTAL TRAVEL:	194.00	
			MISC.:		19.75
			MISC. COVERAGE CREDIT:		0.00CR
			TOTAL MISC.:	19.75	
			ROAD MILEAGE		19.75

Billing Inquiries? Call (877)480-6970		
THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE	SUB TOTAL:	16,764.88
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.	TOTAL TAX:	0.00
	TOTAL AMOUNT: US \$	16,764.88

_SIGNATURE___

TERMS AND CONDITIONS

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as

the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement units agreement of the Services. Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services. Customer shall fully and completely secure all or any part of larny part of any facility occupants, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due the in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attomeys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins and papticable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or office payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility

Customer at pickup at Curiminis acturity.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly for acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

LIMITED WARKANIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement.

unuer into Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, in the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"). Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect before"). Cummins receives written notice of the Warrantable Defect where (ii) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer, and (iii) Cummins has determined that there is a Warrantable Defects. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such

Goods.
Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT
AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY
KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at

CUSTOMER'S EXPENSE.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNTITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE OF TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCHAENT EXCHAENT EXCHAENT CONTROL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT CONTROL OF THIS AGREEMENT.

CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with ritten consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property shall remain Cummins? property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to is can of the intellectual property to Cummins.

COMPILIANCE WITH I ASK SULSTIMER Shall comply with all laws anolicipable to its accidence and intellectual property of the intellectual prop

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations after the first indirectly, or such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations that the service of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full resolutions, and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach of the contrary of the

noid cummins narmiess from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customers breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business processes, and enaltyses; (b) financial information, pricing, and fee structures; (b) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

goods and services due to input and labor cost changes and other unforeseen circumstances beyond cummins control.

MISCELLANE/CUS All notices under this Agreement shall be in writing and be delivered personally aniled valifiest class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof onstitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement and provisions of the services as expressive set out in this Agreement. representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §\$ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regulations require the requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



MEMORANDUM

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

DATE: October 16, 2023

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: General Utility Engineering Services Agreement Renewals

RECOMMENDATION:

Request council approval of the annual renewal of four agreements for professional engineering services for utility related projects with:

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

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

BACKGROUND:

On September 7, 2021, City Council approved a series of 4-year contracts with four engineering firms selected using a Qualification Based Selection (QBS) process. The services of these firms are necessary to support City Utility Staff and the City's Engineering Staff in carrying out the duties and responsibilities for customer services, municipal agreements, and regulatory compliance, where workloads demand the assistance of a consultant's staff and expertise. The terms of these general utility engineering services agreements require an annual review/renewal of the contract for each individual firm to ensure the City continues to receive high quality services at reasonable rates throughout the life of the overall contract. The four firms listed above have met expectations over the course of the last year and their contracts are recommended for renewal.

The term for these agreements will be renewed annually through October 30, 2025.

FISCAL IMPACTS:

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

ATTACHMENTS:

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

RESOLUTION NO.

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

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

WHEREAS, in September of 2021 Council approved a series of contracts with engineering firms OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck which require renewal on an annual basis; and

WHEREAS, OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck have provided the City with satisfactory services to date and renewal of their respective agreements is recommended.

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

FIRST: it has heretofore been determined that it is advisable, necessary and in the public interest to renew the contracts with the firms of OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck for the provision of professional engineering services for future water and wastewater utility projects.

SECOND: the Mayor and City Clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-OHM-3, Renewal of Agreement for Professional Engineering Services with OHM Advisors.

THIRD: the Mayor and City Clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-Trustee-3, Renewal of Agreement for Professional Engineering Services with Tetra Tech of Michigan, P.C.

FOURTH the Mayor and City Clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-J&H-3, Renewal of Agreement for Professional Engineering Services with Jones & Henry Engineers, Ltd.

FIFTH: the Mayor and City Clerk are hereby instructed and authorized to sign the document attached as; Exhibit C-FB-2, Renewal of Agreement for Professional Engineering Services with Fishbeck.

SIXTH: the City Manager is hereby instructed to receive cost proposals from these four firms for future projects and make recommendation to the City Council for acceptance and award in accordance with the City of Owosso Purchasing Policy for a period renewed annually through October 30, 2025.

EXHIBIT C-OHM-3

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with OHM" for the term of November 1, 2023 through October 30, 2024.

For the engineer: OHM	For the owner: City of Owosso, Michigan	
By: Printed Name: Andrew VanWormer Title: Principal	By: Robert J. Teich Jr. Mayor	
Ву:	By: Amy K. Kirkland City Clerk	
Executed: September 8, 2023	Executed:	, 2023

EXHIBIT C-TT-3

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Tetra Tech" for the term of November 1, 2023 through October 30, 2024.

For the engineer:	For the owner:
Tetra Tech	City of Owosso, Michigan
By: _Vic Cooperwasser	By:
Printed Name:	Robert J. Teich Jr.
Title: Senior Project Manager	Mayor
By:_ Vic Coopemanser	By: Amy K. Kirkland City Clerk
Executed: September 8, 2023	Executed: . 2023

EXHIBIT C-J&H-3

RENEWAL OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH JONES & HENRY

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Jones & Henry" for the term of November 1, 2023 through October 30, 2024.

For the engineer: Jones & Henry Engineers, Ltd	For the owner: City of Owosso, Michigan	
By: Printed Name: Aaron J. Davenport, PE Title: Sr. Vice President, Office Director	By: Robert J. Teich Jr. Mayor	
By: Bradley F. Lowery	By: Amy K. Kirkland City Clerk	
Executed:October 10, 2023	Executed:	, 2023

EXHIBIT C-FB-2

RENEWAL OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH FISHBECK

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fishbeck" for the term of November 1, 2023 through October 30, 2024.

For the engineer: Fishbeck	For the owner: City of Owosso, Michigan	
By: Printed Name: John A. Willemin, PE Title: Senior Vice President/Principal	By: Robert J. Teich Jr. Mayor	
Ву:	By: Amy K. Kirkland City Clerk	
Executed: September 8, 2023	Executed:	. 2023



MEMORANDUM

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

DATE: October 11, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreement with Municipal Financial Consultants (MFCI)

RECOMMENDATION:

The Finance Department recommends entering into a professional service agreement with Municipal Financial Consultants (MFCI) as its municipal financing advisor.

BACKGROUND:

The State of Michigan through its drinking water revolving fund program and clean water state revolving fund program has indicated purchasing revenue bonds issued by the City of Owosso. One of the two revenue bond issuances will qualify for partial principal loan forgiveness.

Underwriter/placement agent/municipal advisor and bond counsel are required for issuance of debt. These services are professional and would be exempt from the city's adopted purchasing ordinance.

The debt issuance will finance projects as described below:

\$3,490,000 Improvements to the water supply system, lead service line replacement

and water treatment plant improvements

\$1,622,500 ARPA grant / \$1,745,000 Loan / \$122,500 principal forgiveness

\$5,200,000 Improvements to wastewater treatment plant (secondary clarifier)

\$2,600,000 ARPA grant / \$2,600,000 Loan

FISCAL IMPACTS:

Underwriter/placement agent/municipal fees are estimated at \$41,352.50 with Municipal Financial Consultants. This expense will be charged to the Water Fund (591.200.801.000) and the Wastewater Treatment Fund (599.200.801.000). This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Attachments: (1) Resolution

(2) Professional Services Agreements

RESOLUTION NO.

AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH MFCI, LLC TO SERVE AS UNDERWRITER/PLACEMENT AGENT/MUNICIPAL ADVISOR FOR 2024 SRF BOND ISSUANCES

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

WHEREAS, the City of Owosso is undertaking water and wastewater treatment plant infrastructure improvement projects; and

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

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

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

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

SECOND: the Mayor and City Clerk are instructed and authorized to sign a professional services agreement between the City of Owosso and MFCI, LLC, substantially as attached, estimated at \$41,352.50 for two separate revenue bond issuances.

THIRD: the Accounts Payable department is authorized to pay MFCI, LLC for work satisfactorily completed up to the amount of \$41,352.50 upon successful closing of the bond issuances.

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

PROFESSIONAL SERVICES AGREEMENT FOR SERVICES RELATED TO THE ISSUANCE OF 2024 CWSRF & DWSRF PROJECT BONDS WITH MFCI, LLC

This signature page is attached and made part of the agreement for professional services dated October 5, 2023 between the city of Owosso, Michigan (City) and MFCI, LLC (Firm) providing for professional services.

CITY OF OWOSSO 2024 STATE REVOLVING FUND BOND ISSUANCES DWSRF PROJECT NO. 7497-01 AND CWSRF PROJECT NO. 5919-01

PROJECT SCOPE OF WORK

The project scope of work is attached as: City of Owosso - State Revolving Fund Financings; DWSRF Project No. 7497-01 Water Main, Lead Service Line Replacement and Filter Replacement at the Water Treatment Plant; CWSRF Project No. 5919-01 Secondary Clarifier

COMPENSATION

The cost proposal of the Firm for the project is attached as: Appendix C

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

Approved by Council: October 16,	2023		
For the Firm:		For the City:	
MFCI, LLC		City of Owosso, Michigan	
Ву:		By: Robert J. Teich, Jr., Mayor	
Ву:		By: Amy K. Kirkland, City Clerk	
Evecuted	2023	Evecuted:	202 .



VIA EMAIL

Brad A. Barrett Finance Director City of Owosso 301 W. Main Street Owosso, MI 48867

Re: City of Owosso – State Revolving Fund Financings

DWSRF Project Number: 7497-01 Water Main, Lead Service Line Replacement and Filter

Replacement at the Water Treatment Plant

CWSRF Project Number: 5919-01 Secondary Clarifier

Dear Mr. Barrett:

This letter serves to record the terms of MFCI, LLC's ("MFCI") engagement to represent the City of Owosso (the "City") as a client with regard to the captioned matters.

MFCI is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI agrees that the scope of our services in connection with the captioned matters is as follows:

- Coordinate the completion and submittal of the Loan Applications;
- Evaluate the proposed structure and terms of the Loan;
- Prepare Bond specifications with Bond Counsel:
- Assist in preparing materials to apply and attain a credit assessment letter; and
- Assist the working group with closing activities.

The services provided by MFCI are limited to the services described above unless otherwise agreed to in writing by MFCI.

Fees:

Our fees on these matters are based on a fee schedule attached hereto as Appendix C. MFCI will invoice on a transactional basis through closing. If closing does not occur, MFCI will not invoice for any fees. MFCI will invoice the City upon closing of each issue. Warren M. Creamer will be the principal financial consultant contact on these matters.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI is required to disclose potential conflicts of interest and other information regarding MFCI's registration, including where to locate MFCI's registration information on the SEC's EDGAR system. MFCI's required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI to update the disclosures contained in Appendix B are also incorporated by reference to this letter.



This letter is supplemented by MFCI's Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which the City engages MFCI. MFCI agrees to promptly amend or supplement this letter to reflect any material changes or additions to the engagement. If the City agrees that this letter provides acceptable terms for MFCI's engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC

Warren M. Creamer Managing Director

CC: Steven Burke, CFA, MFCI, LLC Stacey Mills, MFCI, LLC Karen J. Attardo, MFCI, LLC



Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS) STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of MFCI, LLC's ("MFCI" or "the firm") engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligations under applicable federal securities rules and regulations; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us in writing.



BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with an invoice upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.



Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI's future fee compensation is contingent upon a successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

http://www.msrb.org

http://www.sec.gov

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission Office of Municipal Securities 100 F Street, N.E. Washington, DC 20549 (202) 551-5680



Appendix C

SCHEDULE OF FINANCIAL ADVISORY FEES

FOR

THE CITY OF OWOSSO

Financial Advisory Fees:

- \$20,187.50 DWSRF Project Number 7497-01
- \$21,165.00 CWSRF Project Number 5919-01

The Municipal Advisory Council of Michigan Fee

The Municipal Advisory Council of Michigan (the "MAC") assesses MFCI a \$450.00 fee on every bond issue for which we act as municipal advisor in the State of Michigan. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports, and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer's debt statements, overlapping debt and indirect debt, as disclosed in official statements. The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements. This represents more than 13,190 active and outstanding bond issues. The MAC is a Michigan non-profit membership service company. It is not a trade association, nor is it chartered or registered in accordance with State of Michigan legal requirements to lobby on matters of legislation, regulation or policy(s) anticipated to have an impact on functions benefiting Members.

Our clients may opt out of the MAC fee as the MAC is a voluntary membership. If you choose to opt out, please reply via email and request to opt out. If you do not opt out, MFCI will bill the MAC fee of \$450.00 separately on the invoice.

MEMORANDUM



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

DATE: October 11, 2023

TO: City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreements with Dickinson Wright PLLC

RECOMMENDATION:

The Finance Department recommends entering into two professional service agreements with Dickinson Wright PLLC to serve as bond counsel for two revenue bond issuances in 2024 to fund water supply and wastewater treatment plant infrastructure projects.

BACKGROUND:

The State of Michigan through its Drinking Water State Revolving Fund (DWSRF) Program and Clean Water State Revolving Fund (CWSRF) Program has indicated it is interested in purchasing revenue bonds issued by the City of Owosso for major improvements to the water and wastewater utilities planned for 2024. One of two revenue bond issuances will quality for partial principal loan forgiveness.

Bond counsel and finance services are required for issuance of debt. These services are professional and would be exempt from the city's adopted purchasing ordinance.

The debt issuance will finance projects as described below:

\$3,490,000 Improvements to the water supply system, lead service line replacement

and water treatment plant improvements

\$1,622,500 ARPA grant / \$1,745,000 Loan / \$122,500 principal forgiveness

\$5,200,000 Improvements to waste water treatment plant (secondary clarifier)

\$2,600,000 ARPA grant / \$2,600,000 Loan

FISCAL IMPACTS:

Bond counsel fees are estimated at \$49,150. This expense will be charged to the Water Fund (591.200.801.000) and the Wastewater Treatment Plant Fund (599.200.801.000). This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Document originated by:

Attachments: (1) Resolution

(2) Professional Services Agreements (2)

RESOLUTION NO.

AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS WITH DICKINSON WRIGHT PLLC TO SERVE AS BOND COUNSEL FOR TWO 2024 REVENUE BOND ISSUANCES

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

WHEREAS, the City of Owosso will be undertaking water and wastewater treatment infrastructure improvement projects in 2024 involving the issuance of debt; and

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

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

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public

interest to enter into professional services agreements with Dickinson Wright PLLC to serve as bond counsel associated with two separate revenue bond issuances in 2024 involving the State of Michigan Drinking Water Revolving Loan

Fund Program and Clean Water State Revolving Fund Program.

SECOND: the mayor and city clerk are instructed and authorized to sign the two documents

substantially in form attached as Professional Services Agreements between the

City of Owosso and Dickinson Wright PLLC estimated at \$49,150 in total.

THIRD: the accounts payable department is authorized to pay Dickinson Wright PLLC for

work satisfactorily completed at a cost estimated at \$49,150 under said

professional services agreements.

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

Wastewater Treatment Plant Fund 599,200,801,000.



 $2600\ West\ Big\ Beaver\ Road,\ Suite\ 300$

TROY, MI 48084-3312
TELEPHONE: 248-433-7200
FACSIMILE: 844-670-6009
http://www.dickinsonwright.com

ERIC McGLOTHLIN EMcGlothlin@dickinsonwright.com 248-433-7566

October 5, 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 serve as bond counsel to the City of Owosso (the "Issuer"), and we look forward to the opportunity to work with you. 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 for the purpose of financing improvements to the Issuer's water supply system (the "Project"). We understand that the Bonds would be issued in the aggregate principal amount of \$3,490,000, of which a portion would be forgiven upon issuance. We further understand that the Bonds would most likely be issued as revenue bonds through the State of Michigan's drinking water revolving fund program.

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 Project 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 Project costs 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.

- (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 Project 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 Project 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

City of Owosso October 5, 2023 Page 3

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 on this project for an issue of Bonds not to exceed \$3,490,000 in the amount of \$23,750. 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.

City of Owosso October 5, 2023 Page 4

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.

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

E-ieM'Cabodli

ACCEPTED:

City of Owosso

By:

Its:

Date: ______, 2023

EAM:km

4882-4279-3092 v1 [85849-8]



2600 West Big Beaver Road, Suite 300

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October 5, 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 serve as bond counsel to the City of Owosso (the "Issuer"), and we look forward to the opportunity to work with you. 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 for the purpose of financing improvements to the Issuer's wastewater treatment or sanitary sewer system (the "Project"). We understand that the Bonds are to be issued in the aggregate principal amount of \$5,200,000. We further understand that the Bonds would most likely be issued as revenue bonds through the State of Michigan's clean water revolving fund program.

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 Project 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 Project costs 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.

- (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 Project 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 Project 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

City of Owosso October 5, 2023 Page 3

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 on this project for an issue of Bonds not to exceed \$5,200,000 in the amount of \$24,900. 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.

City of Owosso October 5, 2023 Page 4

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.

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

E-ieM'Cabodli

ACCEPTED:

City of Owosso

By:

Its:

Date: ______, 2023

EAM:km
4890-4775-6932 v1 [85849-9]



MEMORANDUM

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

DATE: October 12, 2023

TO: City Council

FROM: Amy Fuller, Assistant City Manager

SUBJECT: Recreation Service Agreement for Owosso Baseball Travel Club

RECOMMENDATION:

Staff recommends approval of the Owosso Baseball Travel Club Recreation Service Agreement as presented to support physical activity and youth sports in the community.

BACKGROUND:

Owosso Baseball Travel Club, a non-profit youth baseball club, has been using Rudy Demuth Fields for practices and games for several years. They have worked closely with Owosso Youth Baseball, whom the city has an existing Recreation Service Agreement with. Together these organizations recently built six new dugouts at the fields, this project cost over \$30,000.

Owosso Baseball Travel Club and Owosso Youth Baseball have been offering concessions at the Hit and Pitch Tournaments held at Rudy Demuth Fields. Concession sales at these tournaments have been a successful fundraising venture for the non-profits but unfortunately Hit and Pitch has gone out of business. The Owosso Baseball Travel Club would like to try to fill this void and begin hosting tournaments at the fields.

Attached you will find a three-year Recreation Service Agreement allowing Owosso Baseball Travel Club use of Rudy Demuth Fields in exchange for minor maintenance of the fields and a \$1.00 per year use fee.

FISCAL IMPACTS:

Staff does not anticipate any fiscal impacts.

RESOLUTION NO.

AUTHORIZING RECREATION SERVICE AGREEMENT WITH OWOSSO BASEBALL TRAVEL CLUB FOR USE OF RUDY DEMUTH FIELD

WHEREAS, the City of Owosso, Shiawassee County, Michigan, and Owosso Baseball Travel Club wish to enter into a Recreation Service Agreement for the use of Rudy Demuth Fields for baseball/softball tournaments and events; and

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

WHEREAS, the city wishes to contribute to recreation opportunities for area youth by allowing the use of Rudy DeMuth Field for baseball/softball tournaments and events; and

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

FIRST: it has heretofore determined that it is advisable, necessary, and in the public interest to

enter into an agreement with the Owosso Baseball Travel Club for recreation services at

Rudy DeMuth Field for a period expiring December 31, 2026.

SECOND: the Mayor and the City Clerk of the City of Owosso are instructed and authorized to sign

the document substantially in the form attached memorializing the use of Rudy DeMuth

Field and the responsibilities of the City and the Owosso Baseball Travel Club.

RECREATION SERVICE AGREEMENT

This Recreation Service Agreement is made the	_day of	, 20,	between the city of
Owosso, a Michigan municipal corporation ("Lessor")	and Owosso Baseball	Travel Cl	ub ("Lessee"), a
non-profit organization which conducts a youth baseb	all program. This agre	ement sh	all run until
December 31, 2026 unless terminated by either party	upon written notice by	Decembe	er 31 of anv vear.

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

- 7. Lessee shall not assign this agreement.
- 8. Lessee shall maintain, at its expense, insurance on the premises throughout the term of this agreement with the Lessor as an additional insured. See Exhibit A.
- 9. Lessee will send safety issues/concerns that arise by email to the Assistant City Manager.

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

written.	
For the Lessee:	For the Lessor:
By: Christopher Harrand Owosso Baseball Travel Club	By: Robert J. Teich, Jr. Mayor, City of Owosso ATTEST:
	By: Amy K. Kirkland City Clerk

EXHIBIT A PROOF OF INSURANCE

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

NAMED INSURED (CONTRACTOR)	COMPANIES AFFORDING COVERAGE A.
ADDRESS	B. C.
It is hereby understood and agreed that the city of Owo every officer and employee of the city shall be named a arising out of the following Recreation Service Agreeme	s joint and several assureds with respect to claims
USE OF RUDY DE	MUTH FIELDS
It is further agreed that the following indemnity agreer insured is covered under this policy: Owosso Baseball T defend city, its city council and each member thereof ar all liability or financial loss resulting from any suits, clair costs and expenses of litigation brought against city, it officer or employee of city which results directly or in Owosso Baseball Travel Club officers, employees, ager Club while engaged by Owosso Baseball Travel Club in	ravel Club agrees to indemnify, hold harmless and every officer and employee of city from any and ms, losses or actions brought against and from all ts city council and each member thereof and any directly from the wrongful or negligent actions of the or others employed by Owosso Baseball Travel
It is further agreed that the inclusion of more than one a company's liability and that insurer waives any right on to the city of Owosso.	
In the event of cancellation or material change in the about notice of cancellation or material change to the certificate	
Please include a copy of insurance declaration verifying liability limit coverage and 25 Thousand Dollars (\$25,0 of insurance is not an insurance policy and does not an policies listed herein. Notwithstanding any requirem document with respect to which this certificate or verific the insurance afforded by the policies described herein is of such policies.	000) participant accident coverage. The verification nend, extend or alter the coverage afforded by the ent, term, or condition of any contract or other cation of insurance may be issued or may pertain,
DATE	BYAuthorized Insurance Agent
AGENCY	TITLE
ADDDECC	



MEMORANDUM

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

DATE: October 16, 2023

TO: Mayor Teich and Owosso City Council

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

SUBJECT: DPW – Purchase Two (2) John Deere 624P Wheel Loaders

State of Michigan MiDeal Contract # 071B7700090

RECOMMENDATION:

Approval to purchase two (2) John Deere 624P Wheel Loaders from AIS Construction Equipment Corporation, in the amount of \$458,122.98.

BACKGROUND:

Back in 2014, the City purchased its current two (2) John Deere 524K wheel loaders for the total price of \$282,558.00 (\$141,279.00 cost each unit). These units represented a downgrade from the previous older, larger units.

Currently, the Department of Public Works utilizes the wheel loaders as one of our most versatile pieces of utility equipment for: handling raw materials, planting/removing trees, brush pickup, leaf pickup, snow removal, etc. This constant use puts additional stress on the smaller units, sometimes pushing their limits and/or limiting what operators are able to accomplish with them. For this reason, staff recommends upgrading back to the John Deere 624P model and seeks authorization for the purchase of two (2) of the said model wheel loaders. The City will retain one (1) of the smaller units for smaller jobs and as a backup. This purchase will allow operators to not only operate more efficiently, but also complete larger tasks. The longevity of our current equipment will also be increased (reducing maintenance costs) and the fleet of essential equipment will have some redundancy.

Purchasing these units prior to November 1, 2023, we estimate a savings of \$20,365.26.

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

FISCAL IMPACTS:

These wheel loaders were included in the fiscal year 2023/24 budget. Funds will be expended from the Fleet Motor Pool Replacement Account 661-901-979.000 in amount of \$458,122.98.

Document originated by:

Ryan E. Suchanek, Director of Public Services & Utilities

Attachments: (1) Resolution

(2) AIS MiDeal Quote (1 WL with 1 trade in and P&S manuals)
(3) AIS MiDeal Quote (1 WL)
(4) John Deere 624P Equip Details

RESOLUTION NO.

AUTHORIZING THE PURCHASE OF TWO (2) JOHN DEERE 624P WHEEL LOADERS FROM A I S CONSTRUCTION EQUIPMENT CORPORATION VIA MIDEAL CONTRACT NO. 071B7700090

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Department of Public Works requiring the use of wheel loaders; and

WHEREAS, the City of Owosso, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of two (2) new wheel loaders in the current fiscal year; and

WHEREAS, the City of Owosso may waive the purchasing policy formal bid requirements when purchasing equipment in coordination with another municipality; and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the equipment on State of Michigan MiDeal Contract No. 071B7700090, as priced by ATS Construction Equipment Corporation, and recommends authorizing a purchase order for the acquisition of two (2) John Deere 624P wheel loaders in the amount of \$458,122.98.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to

purchase of two (2) John Deere 624P wheel loaders from A I S Construction Equipment Corporation utilizing State of Michigan MiDeal Contract No. 071B7700090 in the amount

of \$458,122.98.

SECOND: the contract between the City of Owosso and A I S Construction Equipment Corporation

shall be in the form of a City Purchase Order and staff is hereby authorized to execute

the documents necessary to complete the purchase.

THIRD: the Accounts Payable department is authorized to submit payment to A I S Construction

Equipment Corporation in the amount of \$458,122.98 upon satisfactory delivery of said

equipment.

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



GRAND RAPIDS

600 AIS Drive Southwest Grand Rapids, MI 49548 Telephone: (616) 538-2400

LANSING

3600 North Grand River Avenue Lansing, MI 48906 Telephone: (517) 321-8000

SAGINAW

4600 AIS Drive Bridgeport, MI 48722 Telephone: (989) 777-0090

RICHMOND

65809 Gratiot Avenue Lenox, MI 48050 Telephone: (586) 727-7502

TRAVERSE CITY

8300 M-72 East Williamsburg, MI 49690 Telephone: (231) 267-9513

WEST DETROIT

56555 Pontiac Trail New Hudson, MI 48165 Telephone: (248) 437-8121

September 26, 2023

Mr. Thomas Wheeler Public Works Superintendent 522 Milwaukee St. Owosso, MI 48867

RE: State of Michigan MiDeal pricing for new Deere model 624P wheel loader. MiDeal contract # 071B7700090

Dear Mr. Wheeler,

AIS Construction Equipment Corp & John Deere are pleased to provide you the following pricing for a new Deere model 624P wheel loader.

Pricing is current MiDeal State Contract Pricing and as such will be firm until there is a manufacturer list price increase.

One (1) New John Deere 624P as outlined in the attached equip details pages,

List Price	\$	379,949.00
Less State Contract discount 33%		(125,383.17)
Sub-Total	\$	254,565.83
PDI 1%		2,545.66
Set-Up one (1) hour @ \$ 120.00		120.00
Thirty Six (36) mos./2,500 hour PT & hyd.	warr	anty 1,480.00
Delivery		200.00
TOTAL CASH PRICE DELIVERED	\$	258,911.49

^{*}estimated list price increase 4% November '23 (\$ 15,197.96 less MiDeal discount, net increase \$ 10,182.63)*

As AIS is authorized vendor for MiDeal contract # 071B7700090, if PO issued it should be made out to:

AIS Construction Equipment Corp. 56555 Pontiac Trail New Hudson, MI 48165

^{**}if operating costs of AIS &/or its product manufacturers are affected as result of significant regional or national economic fluctuations, AIS may add a surcharge to the price of the Goods to compensate for such cost variance**

Please contact me any time with questions or if additional info is needed. AIS & my-self look forward to assisting you with any of your construction equipment needs!

Sincerely, AIS Construction Equipment Co.

Graig Vick

Craig Vick Governmental Sales Manager 586-634-2760

ckv



GRAND RAPIDS

600 AIS Drive Southwest Grand Rapids, MI 49548 Telephone: (616) 538-2400

LANSING

3600 North Grand River Avenue Lansing, MI 48906 Telephone: (517) 321-8000

SAGINAW

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September 26, 2023

Mr. Thomas Wheeler Public Works Superintendent 522 Milwaukee St. Owosso, MI 48867

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Dear Mr. Wheeler,

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Less State Contract discount 33%		(125,383.17)
Sub-Total	\$	254,565.83
PDI 1%		2,545.66
Set-Up one (1) hour @ \$ 120.00		120.00
Thirty Six (36) mos./2,500 hour PT & hyd.	warr	anty 1,480.00
Parts & service manuals		1,300.00
Delivery		200.00
TOTAL CASH PRICE DELIVERED	\$	260,211.49
'14 524K Trade Value	(61,000.00)
TOTAL CASH PRICE NET TRADE	\$	199,211.49

^{*}estimated list price increase 4% November '23 (\$ 15,197.96 less MiDeal discount, net increase \$ 10,182.63)*

As AIS is authorized vendor for MiDeal contract # 071B7700090, if PO issued it should be made out to:

^{**}if operating costs of AIS &/or its product manufacturers are affected as result of significant regional or national economic fluctuations, AIS may add a surcharge to the price of the Goods to compensate for such cost variance**

AIS Construction Equipment Corp. 56555 Pontiac Trail New Hudson, MI 48165

Please contact me any time with questions or if additional info is needed. AIS & my-self look forward to assisting you with any of your construction equipment needs!

Sincerely, AIS Construction Equipment Co.

Graig Vick

Craig Vick Governmental Sales Manager 586-634-2760

ckv

624 P Wheel Loader

26-Sep-2023



Code	Description	Qty	List Price(USD)
6041DW	624 P Wheel Loader	1	\$297,503.00
	6041DW (Gen-A)		
	Option Codes		
0202	United States	1	No Added Cost
0259	English	1	No Added Cost
	English language for operator's manual and electronic content		
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language		
0400	Standard Loader	1	No Added Cost
0451	Standard Z-BAR	1	No Added Cost
0613	Level 3 Trim	1	\$8,629.00
	Includes: - Flat Black Exhaust - 140 Amp Alternator - 30 Amp Converter - LED Work and Drive Lights - Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension - Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and F	Remote USB	Port

0654	Level 1 Performance 1	No Added Cost
	This Package is recommended for machines that will be used on hard packed and well maintained surfaces.	
	Package includes: - Locking Front Differential - Standard Rear Differential - Manual Diff Lock - Less Throttle Lock	
	- Less Wheel Spin Control- 5-Speed Powershift Transmission	
0952	Rear Camera (Secondary Display) 1	\$715.00
	Rear camera with dedicated display	
1100	Less Detection System 1	No Added Cost
1301	Left Side Steps 1	No Added Cost
183E	JDLink™ 1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG).	
	JDLink [™] connectivity is enabled separately through the JDLink [™] website. Connectivity service is subject to country availability.	
2206	SmartWeigh 1	\$4,643.00
	SmartWeighTM is a Deere designed and supported payload weighing solution that delivers accurate measurements, dynamic weighing capabilities, and is easy to calibrate. Payload weighing information is displayed on the primary machine monitor.	
4095	John Deere 6.8L - FT4/SV 1	\$26,100.00
	John Deere Powertech PVS 6.8L Meets FT4/EU Stage V Emissions	
6522	Rear Counterweight & Rear Hitch w/ Pin 1	No Added Cost
7026	Joystick Controls 1	No Added Cost
	Provides a single lever (joystick) control for the boom and the bucket. Optional 3rd and 4th functions are controlled with proportional thumb rollers integrated in the joystick handle (if equipped for applicable models).	

7054	Three Function Hydraulics	1	\$2,342.00
	Controls boom, bucket, and adds an auxiliary function (w/ boom lines).		
5120	Bridgestone VJT - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1	\$17,472.00
5552	Standard Front Fenders	1	No Added Cost
	Includes: - Standard width front fenders		
7403	Hydraulic Coupler - JRB 416 Pattern	1	\$6,294.00
7816	2.75 YD (2.10 CM) Enhanced Performance	1	\$10,294.00
	Bucket includes curved side cutters, integrated center section spill guashoes.	ard, and weld on sk	id
7458	Bolt-On Cutting Edge	1	\$1,036.00
7500	Less Fork Frame	1	No Added Cost
7700	Less Tines	1	No Added Cost
8501	Debris Package	1	\$3,425.00
	This Package is recommended for machines working in dusty or high of	debris applications.	
	Package includes: - Automatic Reversing Hydraulic Fan - Cab Fresh Air Precleaner - Engine Air Intake System with Centrifugal Precleaner		
8082	Electrical Corrosion Prevention Package	1	\$1,496.00
	Preventive corrosion treatment for use in corrosive environments. Prev treatment includes dielectric grease for electrical connections and poly sealant on exposed terminals.		
Total			\$379,949.00

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



Warrant 634 October 10 2023

Date	Vendor	Description	Fund	Amount
October 9 2023	Caledonia Charter Township	Quarterly payment associated with Water District Agreement (September 2023)	Water	\$59,132.85
October 9 2023	Owosso Charter Township	Quarterly payment associated with Water District Agreement (September 2023)	Water	\$19,711.84
			Total	\$78,844.69



MEMORANDUM

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

DATE: October 12, 2023

TO: Mayor Teich and the Owosso City Council

FROM: Amy Fuller, Assistant City Manager

SUBJECT: Amos Gould House

RECOMMENDATION:

Staff recommends authorization of the sale of the Amos Gould House.

BACKGROUND:

The Owosso Historical Commission purchased the Amos Gould House on land contract in 1979 for \$74,000, an amount they had paid in full by 1990. Over the last forty years, the home has served a variety of purposes for the Commission. The upper level features two one-bedroom apartments, both are currently rented. The lower level has been event space and offices for the Commission but is currently only used as storage.

Maintaining the Amos Gould House has required a significant amount of resources, both financially and in volunteer hours. Originally it was raising the funds to purchase the home and then several years ago when the great room ceiling collapsed the Commission raised the funds to complete a beautiful restoration of that room. Most recently they replaced the roof, gutters, furnaces, air conditioning units, hot water heaters and installed new landscaping.

Being good stewards of the Amos Gould House has come at a cost, the Owosso Historical Commission also maintains Curwood Castle, Comstock Cabin and the Paymaster Building and are frequently having to pull resources from these properties in order to address the demands of the Amos Gould House. This is of particular concern because the Commission agrees that their primary concern needs to be Curwood Castle. As the Castle turns 100 this year, it faces its own costly maintenance needs.

The Commission has had many conversations about the future of the Amos Gould House, most recently they considered converting it into museum space. They brought in an Architect who specializes in historic homes and were given a cost estimate exceeding \$150,000 to make the necessary changes to convert the home into a public space. These changes included an accessible entrance ramp, widened doorways, and larger bathroom facilities. The home also has deferred maintenance that needs to be addressed, the front porch needs to be replaced, exterior wood needs painted, interior walls and ceilings are peeling in places and the carriage house will need substantial work in the coming years.

In addition to the above costs, the Commission does not see a future museum or event space at the Amos Gould House being sustainable. Although they hold events and fundraise, they already rely on the City of Owosso to subsidize operations at Curwood Castle and are hesitant to take on a second venture that will add additional strain to their volunteer and fundraising capacity.

At the September 11, 2023 meeting, the Owosso Historical Commission voted unanimously (with Commissioners Moull and Hooper absent) to sell the Amos Gould House. Since the Owosso Historical Commission is an entity of the City of Owosso, they require permission from Owosso City Council to move forward. If approved, staff would have an appraisal done and begin the process by issuing a Request for Proposals to hire a Real Estate Agent, with the contract coming back to Council for approval.

FISCAL IMPACTS:

Funds from the sale of the Amos Gould House will be deposited into the 297 (Historic Sites) fund for the Historical Commission to use for Curwood Castle, Comstock Cabin and the Paymaster Building.

RESOLUTION NO.

AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSAL (RFP) FOR SERVICES TO FACILITATE THE SALE OF THE AMOS GOULD HOUSE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Owosso Historical Commission owns the Amos Gould House located at 515 N. Washington Street, Owosso, Michigan 48867; and

WHEREAS, the Owosso Historical Commission has decided the property is under-utilized and maintenance costs are not sustainable; and

WHEREAS, the Owosso Historical Commission recommends selling the Amos Gould House and using the proceeds for maintenance of the City's other historic properties such as Curwood Castle; and

WHEREAS, the Owosso Historical Commission has decided hiring a real estate professional would be more successful than a public auction.

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 place the Amos Gould House on the real estate market.

SECOND: staff is directed to obtain an appraisal of the property to aid in the determination of its fair

market value.

THIRD: staff is further directed to issue an RFP to secure the services of a realtor to facilitate the

marketing and sale of the property.



MEMORANDUM

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

DATE: October 16, 2023

TO: City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Permanent Easements for the Safe Routes to School Project

RECOMMENDATION:

Authorize acceptance of documents for permanent easements along the west side of Ada Street between Jennett Street and Campbell Drive for retaining wall construction as a part of the upcoming Safe Routes to School Project for a total of \$725.45.

BACKGROUND:

The city of Owosso is in the process of constructing new sidewalk along Ada Street between Jennett Street and Campbell Drive as part of the upcoming Safe Routes to School Project. In order to construct the new sidewalk in this area, the existing hillside must be removed and retaining walls constructed to hold back the soil. On the west side of Ada Street, the retaining wall will be constructed within the right-of-way, but the required geogrid tie-backs will need to be placed on private property requiring permanent easements. On the east side of Ada Street, the retaining wall and geogrid tie-backs will all be placed within the right-of-way.

Engineering Department Staff have come to agreement on terms of the permanent easements with the two property owners on the west side of Ada Street. The two property owners are willing to grant the City of Owosso permanent easement in the amount of \$305.27 and \$420.18, for a total of \$725.45. The easement amounts were calculated using data obtained from the Assessing Department on recent vacant land sales. The permanent easements will allow the city rights to maintain its retaining wall system within the permanent easement area.

FISCAL IMPACTS:

Total cost for the permanent easements is \$725.45. Funds for these purchases shall be charged to Local Street Fund Account No. 203-463-818.000-SRTS2024GR.

RESOLUTION NO.

AUTHORIZING THE ACCEPTANCE OF PERMANENT EASEMENTS ON ADA STREET BETWEEN JENNETT STREET AND CAMPBELL DRIVE AS PART OF THE SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to install sidewalk on Ada Street between Jennett Street and Campbell Drive as part of its Safe Routes to School Project; and

WHEREAS, construction of the sidewalk will require permanent easements from the property owners on the west side of Ada Street for the construction and maintenance of a retaining wall system; and

WHEREAS, the two property owners are willing to grant said easements to the City of Owosso for \$305.27 and \$420.18, for a total of \$725.45.

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 accept the attached permanent easement for a retaining wall from Memorial Medical Associates, 826 W. King Street, Owosso, Michigan at a cost to the City of \$305.27, plus legal and recording fees.

SECOND: it has heretofore been determined that it is advisable, necessary and in the public interest to accept the attached permanent easement for a retaining wall from Sherry Cooper, 923 Ada Street, Owosso, Michigan at a cost to the City of \$420.18, plus legal and recording fees.

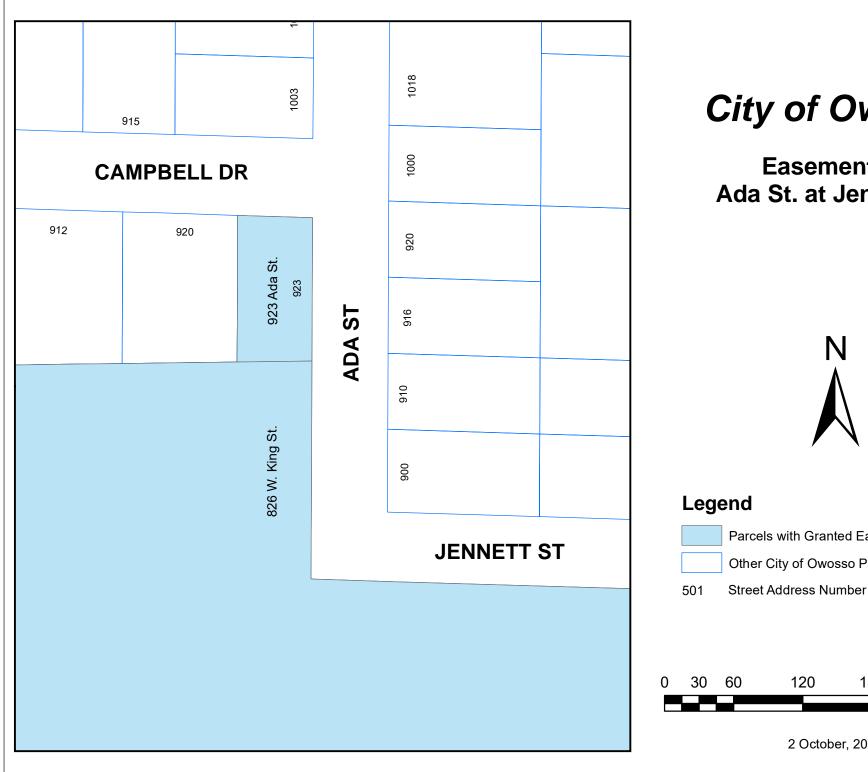
THIRD: the Mayor and City Clerk are instructed and authorized to sign the documents in the form attached.

FOURTH: the City Clerk is instructed and authorized to file said easements with the Shiawassee County Register of Deeds.

FIFTH: the Accounts Payable department is authorized to pay Memorial Medical Associates \$305.27 as set forth in the permanent easement documents and is further authorized to pay appropriate charges for legal fees and recording fees related to this matter.

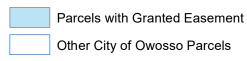
SIXTH: the Accounts Payable department is authorized to pay Sherry Cooper \$420.18 as set forth in the permanent easement documents and is further authorized to pay appropriate charges for legal fees and recording fees related to this matter.

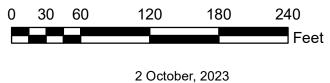
SEVENTH: the above expenses shall be paid from Local Street Fund Account No. 203-463-818.000-SRTS2024GR.



Easement at Ada St. at Jennett St.







PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Memorial Medical Associates, 826 W King St, Owosso, County of Shiawassee, in the State of Michigan, Parcel Number 050-536-000-095-00, hereinafter called Grantor(s) in consideration of Three Hundred Five Dollars and Twenty-seven Cents (\$305.27) to them paid, receipt of which is hereby acknowledged do hereby grant to the City of Owosso, 301 W Main Street, Owosso, Michigan, a Michigan municipal corporation, their successors and assigns, hereinafter called Grantee, the permanent easement and right-of-way to make surveys, construct, maintain, alter, replace, repair, and remove at any time hereafter any retaining wall and appurtenances on, over, and across the following described parcel of land and depicted in Exhibit A:

The East 7 feet of a parcel described as The North 89 feet of the East 198 feet of Out Lot 3 of the Plat of Ingersoll's Addition to the City of Owosso, Shiawassee County, Michigan.

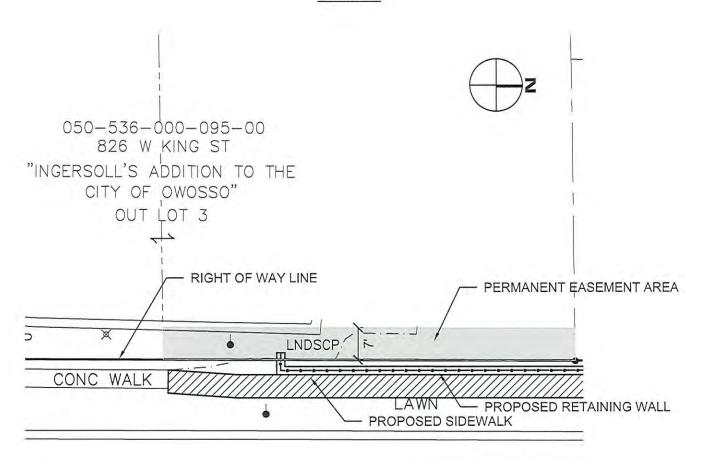
Together with the right of ingress and egress for all purposes incident to said permanent easement as shown in Exhibit A. It being expressly understood that no building or other permanent structures such as fencing or plantings (trees, shrubs, etc.) will be placed over said permanent easement without the written consent of said Grantee and the non-use or limited use of this permanent easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted, and to construct and maintain any retaining wall so as not to interfere with the normal use of said land. Grantee agrees to replace any disturbed area in kind with similar material.

It is expressly understood that the permanent easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.

WITNESS, the hands and seals of the Grantor(s) this	28 day of September	, 20 23 .
Signed, Sealed and Delivered in Presence of:		
Signature(s) of Grantor: BRIAN L. Lotte		(L.S.)
Printed Name and Title: PRES: DENES C	Fo	
STATE OF) SS		
COUNTY OF)		
On this 23 day of September, 20 23, personally appeared BRIAN L. LON	before me, a Notary Public, in a	nd for said County,
personally appeared BRIAN L. LON	19 , to r	ne known to be the
same person named in and who executed the for-	egoing instrument and acknowle	dged the execution
of the same to be free act and deed.		
Notary Public Gaze Marie Liston Cour	nty of Sh'awesse State of	Hickigas
Notary Public Caze Marie Sipton Cour ARNE MARIE Tipton My	Commission Expires 10	117/2025
	Commission Expires	//

WITNESS, the har	nds and seals of the Grante	e this day of	, 20
Signed, Sealed and	Delivered in Presence of:		
Signature of Grant	ee:		(L.S.)
Printed Name and	Title:		
Signature of Grant	ee:		(L.S.)
Printed Name and	Title:		
STATE OF COUNTY OF) SS)		
On this	day of,	20, before me, a N	otary Public, in and for said County,
personally appeare	d		, to me known to be the
same person :	named in and who execute	ed the foregoing instrum	ent and acknowledged the execution
of the same to be _	free act and de	eed.	
Notary Public		County of	State of
		My Commission E	Expires
PREPARED BY:	Clayton Wehner, PE City of Owosso 301 W. Main Street Owosso, MI 48867		
AFTER RECORD	ING DOCUMENT PLEAS City Clerk's Office City of Owosso 301 W. Main Street Owosso, MI 48867	SE RETURN TO:	

EXHIBIT A



PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Sherry Cooper, 923 Ada Street, Owosso, County of Shiawassee, in the State of Michigan, Parcel Number 050-510-000-018-00, hereinafter called Grantor(s) in consideration of Four Hundred Twenty Dollars and Eighteen Cents (\$420.18) to them paid, receipt of which is hereby acknowledged do hereby grant to the City of Owosso, 301 W Main Street, Owosso, Michigan, a Michigan municipal corporation, their successors and assigns, hereinafter called Grantee, the permanent easement and right-of-way to make surveys, construct, maintain, alter, replace, repair, and remove at any time hereafter any retaining wall and appurtenances and remove any vegetation on, over, and across the following described parcel of land and depicted in Exhibit A:

The East 7 feet of a parcel described as the East ½ of Lot 9 of the Plat of River View Gardens, City of Owosso, Shiawassee County, Michigan, as recorded in Liber 1 Page 148 Shiawassee County Records.

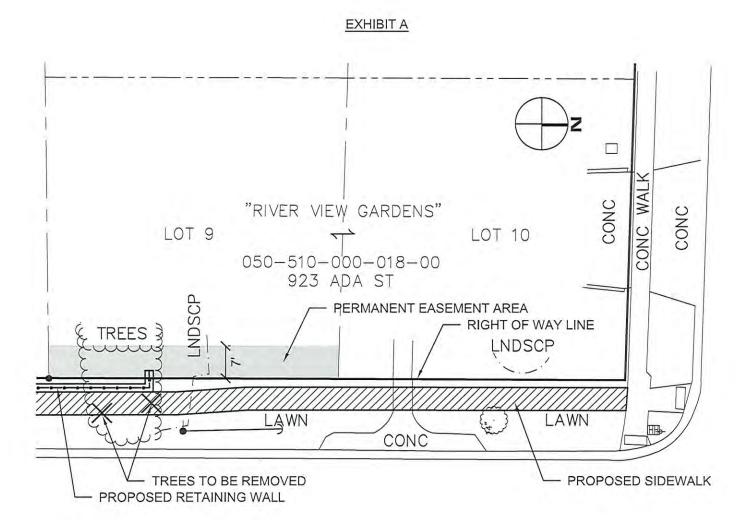
Together with the right of ingress and egress for all purposes incident to said permanent easement as shown in Exhibit A. It being expressly understood that no building or other permanent structures such as fencing or plantings (trees, shrubs, etc.) will be placed over said permanent easement without the written consent of said Grantee and the non-use or limited use of this permanent easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted, and to construct and maintain any retaining wall so as not to interfere with the normal use of said land. Grantee agrees to replace any disturbed area in kind with similar material.

It is expressly understood that the permanent easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.

WITNESS, the hands and seals of the Grantor(s) this 21 day of 40 , 20 , 20
Signed, Sealed and Delivered in Presence of:
Signature(s) of Grantor: Story Cooper (484-413-405)
Printed Name and Title: There Cooper owner
STATE OF M: Ch:gan) SS COUNTY OF Shiawassee)
On this
personally appeared Sherry Cooper, to me known to be the
same person named in and who executed the foregoing instrument and acknowledged the execution
of the same to be free act and deed.
Notary Public All Margan County of Shiawassee State of Michigan
My Commission Expires OC+ QB, 2029



WITNESS, the har	nds and seals of the Grante	e this day of	, 20
Signed, Sealed and	d Delivered in Presence of:		
Signature of Grant	ee:		(L.S.)
Printed Name and	Title:		
Signature of Grant	ee:		(L.S.)
Printed Name and	Title:		
STATE OF COUNTY OF) SS)		
On this	day of,	20, before me, a N	otary Public, in and for said County,
personally appeare	ed		to me known to be the
same person	named in and who execute	ed the foregoing instrum	ent and acknowledged the execution
	free act and d	The second second second second	A 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Notary Public		County of	State of
		My Commission E	expires
PREPARED BY:	Clayton Wehner, PE City of Owosso 301 W. Main Street Owosso, MI 48867		
AFTER RECORD	ING DOCUMENT PLEAS	SE RETURN TO:	
	City Clerk's Office City of Owosso		
	301 W. Main Street		
	Owosso, MI 48867		



OWOSSO MICHIGAN

MEMORANDUM

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

DATE: October 16, 2023

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: Setting Special Meeting for Presentation of the City of Owosso Water Study

RECOMMENDATION:

Authorization to set a special meeting for Monday, October 30, 2023 at 7:30 p.m. for the purpose of holding a public presentation of the City of Owosso Water Study, presented by Fishbeck.

BACKGROUND:

Engineering firm Fishbeck will present on the recently completed City of Owosso Water Study. The presentation will be held during a special Owosso City Council meeting on Monday, October 30, 2023 at 7:30 P.M. in the City Hall Council Chambers, 301 West Main Street, Owosso, Michigan 48867.

The City of Owosso had Fishbeck complete a water study, which was composed of a Water Master Plan including Reliability Study, Capital Improvement Plan, Water Treatment Plant (WTP) Performance Evaluation, and WTP Engineering Studies. Fishbeck developed a Water Master Plan (WMP) to identify water system needs and respective costs for the 20-year planning period spanning from 2023 to 2043. The project included updating the comprehensive suite of studies required by regulations and completing two additional engineering evaluations. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) is a stakeholder in the view of the documents as the intent is to fulfill the requirements of the Michigan Administrative Code Rule 325 SUPPLYING WATER TO THE PUBLIC.

Fishbeck has completed and will present the Water Master Plan for the City of Owosso, which includes:

- Water System Reliability Study and General Plan updates
- Evaluation of all WTP buildings and process systems
- Evaluation of remote sites
- Engineering evaluations for the replacement of:
 - o Underground reservoir
 - Filters wash water/reuse

Seeing as the last major upgrade at the Water Treatment Plant was completed in 2004, a primary goal of the project is to identify the needs and costs for the water system for future planning, budgeting, and funding identification.

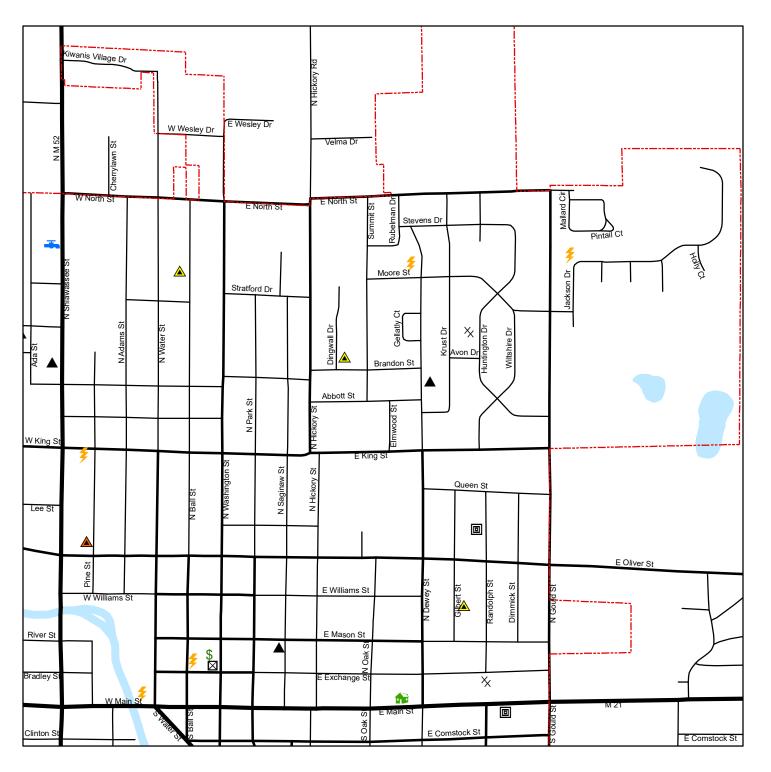
Submitted by: Ryan E. Suchanek, Director of Public Services & Utilities

From:	Building Department	
То:	Owosso City Council	
Report Month:	SEPTEMBER 2023	

Category	Estimated Cost	Permit Fee	Number of Permits
BASEMENT WATERPROOFING	\$10,669	\$385	1
DEMOLITION	\$7,500	\$185	1
DOORS	\$3,000	\$80	1
Electrical	\$0	\$1,720	13
FENCE PERMIT	\$ <i>0</i>	\$255	4
GARAGE, DETACHED	\$14,500	\$445	1
Mechanical	\$0	\$1,920	11
NEW BUSINESS	\$ <i>0</i>	\$0	1
Plumbing	\$ <i>0</i>	\$1,140	4
RES. ADD/ALTER/REPAIR	\$15,975	\$685	3
ROOF	\$194,740	\$4,000	17
ROW-ENG	\$0	\$210	7
ROW-UTILITY	\$ <i>0</i>	\$150	3
SIDING	\$10,000	\$90	1
WINDOWS	\$13,532	\$90	1
Totals	\$269,916	\$11,355	69

2022	COMPADICON TOTAL C	
ZUZZ	COMPARISON TOTALS	•

SEPTEMBER 2022 \$490,589 \$18,909 96	SEPTEMBER 2022 \$490,589 \$18,909
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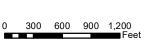
Permit Activity September 2023

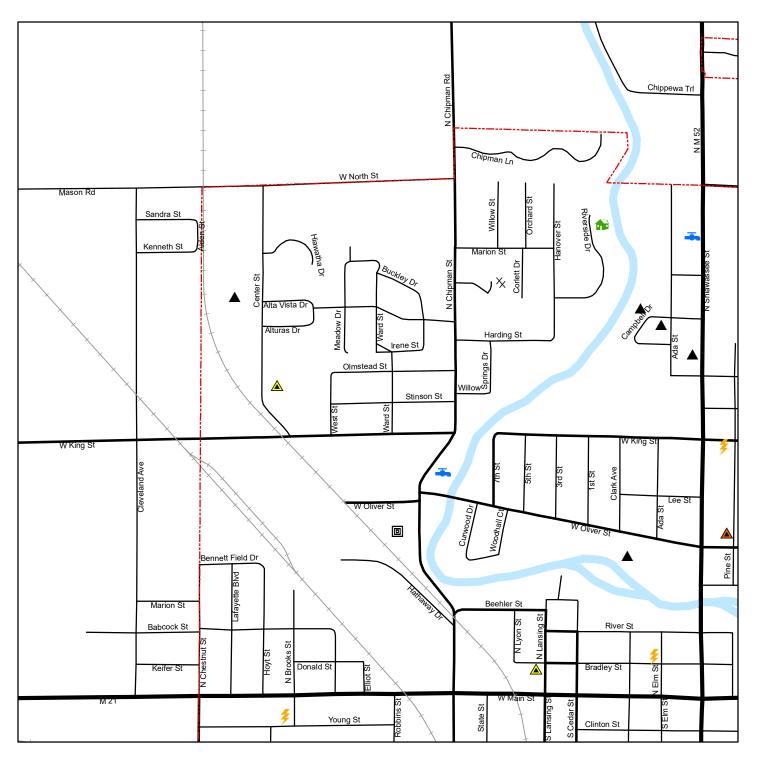
NE Quadrant

Category

- □ Doors
- Electrical
- Fence Permit
- Mechanical
- \$ New Business
- Plumbing
- Res. Add/Alter/Repair
- ▲ Roof
- ▲ ROW-Eng
- ▲ ROW-Utility

- ---- City Limit
- ---- Railroads
- River & Lakes





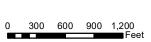
Permit Activity September 2023

NW Quadrant

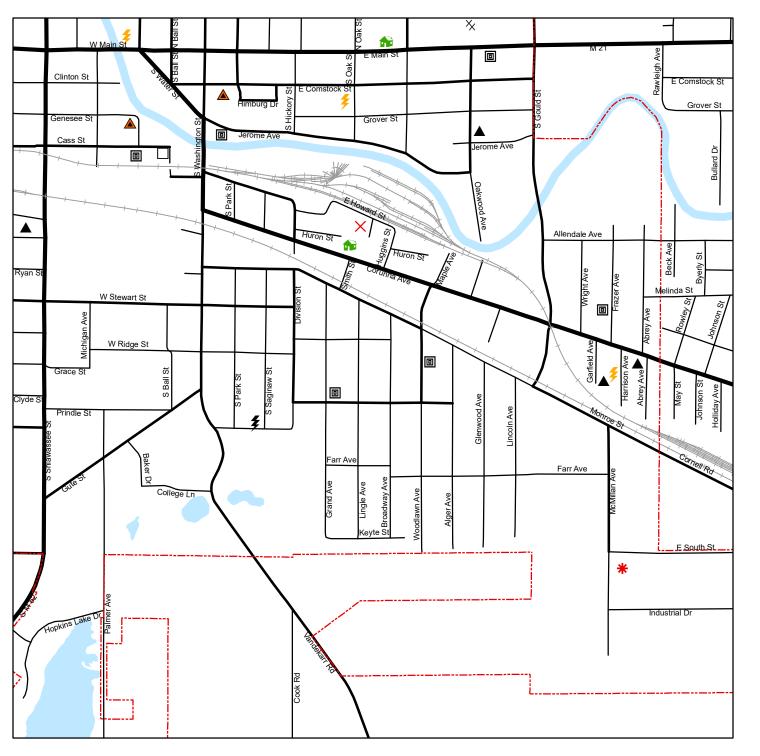
Category

- Electrical
- X Fence Permit
- Mechanical
- Plumbing
- Res. Add/Alter/Repair
- ▲ Roof
- ▲ ROW-Eng
- ▲ ROW-Utility

- ---- City Limit
- ---- Railroads
- River & Lakes







Permit Activity September 2023

SE Quadrant

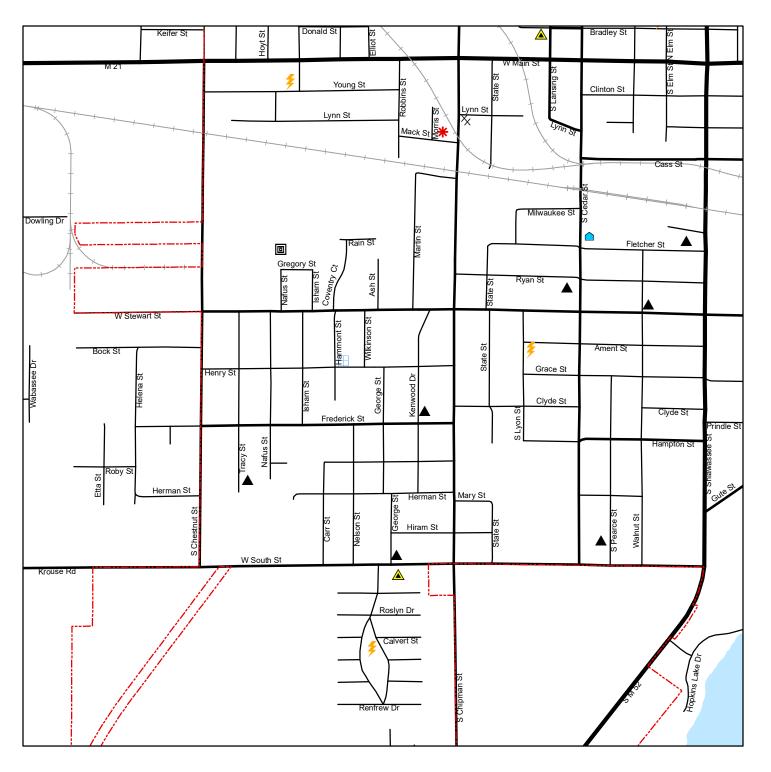
Category

- × Demolition
- Electrical
- **F** Electrical & Mechnical
- X Fence Permit
- Mechanical
- * Multiple Permits
- Res. Add/Alter/Repair
- ▲ Roof
- ▲ ROW-Utility
- ☐ Siding

- ---- City Limit
- Railroads
- River & Lakes







Permit Activity September 2023

SW Quadrant

Category

- Electrical
- X Fence Permit
- Garage, Detached
- Mechanical
- * Multiple Permits
- ▲ Roof
- ▲ ROW-Eng
- Windows

- ---- City Limit
- ---- Railroads
- River & Lakes



Enf. Numbe	r Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ACCESSORY	STRUCTURES							
ENF 21-1429	E MAIN ST	INSPECTED PROPERTY	FINAL NOTICE	09/13/2021	09/05/2023	05/01/2024		N
			Total Entr	ies 1				
APPLIANCES	<u> </u>							
ENF 23-0484	CASS ST	RESOLVED	CLOSED	05/23/2023	09/05/2023		09/05/2023	N
ENF 23-0920	W OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/29/2023	09/27/2023	10/11/2023		N
			Total Entr	ies 2	!			
AUTO REP/J	UNK VEH							
ENF 23-0706	CORUNNA AVE	INSPECTED PROPERTY	3RD TICKET ISSUED	07/13/2023	09/28/2023	10/26/2023		N
ENF 23-0993	KENWOOD DR	RESOLVED	CLOSED	09/18/2023	09/18/2023		09/18/2023	N
ENF 23-0930	ADA ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	08/30/2023	09/22/2023	10/23/2023		Υ
ENF 23-0994	BEEHLER ST	RESOLVED	CLOSED	09/18/2023	09/26/2023		09/26/2023	N
			Total Entr	ies 4				
BRUSH								
ENF 23-0896	CLINTON ST	INSPECTED PROPERTY	CLOSED	08/21/2023	08/28/2023		09/05/2023	Υ
			Total Entr	ies 1				
BUILDING VI	<u>OL</u>							
ENF 18-0622	W OLIVER ST	INSPECTED PROPERTY	REF TO CITY ATTY	08/10/2018	09/21/2023	10/19/2023		IND
			Total Entr	ies 1				
BUILDING VI	<u>OL</u>							
ENF 23-0569	WOODLAWN AVE	2ND NOTICE SENT	RECHECK SCHEDULED	06/12/2023	09/12/2023	11/07/2023		N
ENF 23-0960	ALGER AVE	LETTER SENT	RECHECK SCHEDULED	09/07/2023	09/07/2023	12/04/2023		N
ENF 22-0425	WOODLAWN AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	04/12/2022	09/27/2023	10/25/2023		N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1000	CORUNNA AVE	INSPECTED PROPERTY	CLOSED	09/19/2023	09/19/2023		09/25/2023	N
ENF 23-0051	E KING ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/18/2023	09/28/2023	10/05/2023		VAC
ENF 22-0249	S CHIPMAN	INSPECTED PROPERTY	1ST TICKET ISSUED	03/07/2022	09/19/2023	10/26/2023		N
ENF 20-0748	MARTIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/16/2020	09/05/2023	10/05/2023		VAC
ENF 23-0254	YOUNG ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/21/2023	09/25/2023	10/09/2023		VAC
ENF 23-0459	S SHIAWASSEE ST	RESOLVED	CLOSED	05/18/2023	09/13/2023		09/13/2023	Υ
ENF 21-1886	PRINDLE ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	12/17/2021	09/08/2023	11/08/2023		VAC
ENF 23-0542	GROVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/06/2023	09/11/2023	10/16/2023		Υ
ENF 23-0631	N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/22/2023	09/21/2023	10/26/2023		N
ENF 22-0677	N SHIAWASSEE ST	INSPECTED PROPERTY	REF TO CITY ATTY	05/19/2022	09/26/2023	10/24/2023		VAC
ENF 23-0202	E COMSTOCK ST	INSPECTED PROPERTY	CLOSED	03/08/2023	09/06/2023		09/07/2023	СОММ
ENF 23-0128	DIVISION ST	INSPECTED PROPERTY	RED-TAGGED	02/06/2023	09/05/2023	10/19/2023		VAC
ENF 23-0313	GRAND AVE	INSPECTED PROPERTY	FINAL NOTICE	04/18/2023	09/07/2023	10/05/2023		N
ENF 22-1626	BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2022	09/25/2023	10/10/2023		N
ENF 20-0522	HAMBLIN ST	OBTAINED PERMIT	CLOSED	07/22/2020	09/25/2023		09/25/2023	VAC
ENF 20-0972	E WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/18/2020	09/06/2023	10/04/2023		N
ENF 21-1156	E WILLIAMS ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/01/2023	09/06/2023	10/09/2023		N
ENF 23-0288	W EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/05/2023	09/28/2023	10/05/2023		СОММ
ENF 22-0067	N WASHINGTON ST	CONTACT WITH OWNER	RECHECK SCHEDULED	01/24/2022	09/07/2023	10/05/2023		N
ENF 22-1586	W EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2022	09/28/2023	10/26/2023		СОММ

Enf. Number		Address	Previous Status	Curren	t Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0612	W	EXCHANGE	LETTER SENT	CONTACTED OWNER	PROPERTY	06/20/2023	09/25/2023	10/10/2023		N
ENF 23-0103	N	WASHINGTON	RESOLVED	CLOSED		01/31/2023	09/06/2023		09/06/2023	СОММ
ENF 21-0307	N	WASHINGTON ST	INSPECTED PROPERTY	LETTER SENT	-	03/03/2021	09/28/2023	11/01/2023		COMM
ENF 22-1352		CORUNNA AVE	INSPECTED PROPERTY	PENDING PERMIT APPLICATION		10/03/2022	09/06/2023	10/09/2023		N
ENF 19-0167		TRACY ST	INSPECTED PROPERTY	REF TO CITY	ATTY	03/15/2019	09/20/2023	10/19/2023		N
ENF 23-1007		TRACY ST	LETTER SENT	RED-TAGGED		09/21/2023	09/21/2023	10/04/2023		N
ENF 23-0785		GENESEE ST	INSPECTED PROPERTY	CONTACTED OWNER	PROPERTY	07/26/2023	09/27/2023	10/12/2023		N
ENF 23-0852		CORUNNA AVE	INSPECTED PROPERTY	CLOSED		08/08/2023	09/25/2023		09/25/2023	СОММ
ENF 23-0270	E	STEWART ST	INSPECTED PROPERTY	REF TO BLDG	OFFICIAL	03/29/2023	09/28/2023	10/26/2023		Υ
ENF 22-0167	s	CEDAR ST	INSPECTED PROPERTY	REF TO CITY	ATTY	02/15/2022	09/27/2023	10/30/2023		N
ENF 22-1131	Ε	MASON ST	INSPECTED PROPERTY	3RD TICKET I	SSUED	08/10/2022	09/05/2023	10/05/2023		Υ
ENF 20-0720		HURON ST	INSPECTED PROPERTY	REF TO BLDG	OFFICIAL	09/10/2020	09/27/2023	10/30/2023		N
ENF 23-0334		CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	-	04/24/2023	09/28/2023	04/30/2024		N
DEAD TREE				-	Total Entrie	s 36	3			
ENF 23-0746		MARTIN ST	RESOLVED	CLOSED		07/19/2023	09/20/2023		09/20/2023	N
ENF 23-0714	W	MAIN ST	RESOLVED	CLOSED		07/17/2023	09/18/2023		09/18/2023	N
DOORS IN VI	OLA	ATION			Total Entrie	s 2				
ENF 22-1567	N	SAGINAW ST	INSPECTED PROPERTY	EXTENSION G	RANTED	11/23/2022	09/28/2023	10/12/2023		Υ
					Total Entries	s 1				

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
EXTERIOR PA	AINT/SID	<u>ING</u>							
ENF 23-0850	COF	RUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	08/08/2023	09/08/2023	10/16/2023		COMM
ENF 20-0051	FLE	TCHER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/17/2020	09/05/2023	04/01/2024		N
ENF 21-1732	RYA	N ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/10/2021	09/25/2023	10/10/2023		N
ENF 21-0041	MIL	WAUKEE ST	INSPECTED PROPERTY	2ND TICKET ISSUED	01/12/2021	09/21/2023	10/19/2023		VAC
ENF 20-0143	LYN	N ST	INSPECTED PROPERTY	FINAL NOTICE	03/05/2020	09/21/2023	10/05/2023		N
ENF 20-0076	HUC	GGINS ST	INSPECTED PROPERTY	FINAL NOTICE	01/28/2020	09/05/2023	04/01/2024		Υ
ENF 20-0119	E OLI	VER ST	INSPECTED PROPERTY	FINAL NOTICE	02/24/2020	09/05/2023	10/09/2023		N
ENF 20-0106	E COM	MSTOCK ST	INSPECTED PROPERTY	FINAL NOTICE	02/17/2020	09/11/2023	04/15/2024		VAC
ENF 22-0213	BRA	DLEY ST	INSPECTED PROPERTY	FINAL NOTICE	02/24/2022	09/05/2023	04/01/2024		N
				Total Entrie	s 9	1			
FENCE VIOLA	<u>ATION</u>								
ENF 23-0910	FRA	ZER AVE	INSPECTED PROPERTY	2ND NOTICE SENT	08/28/2023	09/25/2023	10/09/2023		N
ENF 22-0257	S WAS	SHINGTON ST	RESOLVED	CLOSED	03/07/2022	09/18/2023		09/18/2023	СОММ
ENF 23-0995	RIV	ER ST	RESOLVED	CLOSED	09/18/2023	09/18/2023		09/18/2023	Υ
				Total Entrie	s 3	!			
FIRE DAMAG	<u>E</u>								
ENF 23-0174	N HIC	KORY ST	INSPECTED PROPERTY	RED-TAGGED	02/23/2023	09/27/2023	10/25/2023		VAC
ENF 23-0866	COF	RUNNA AVE	OBTAINED PERMIT	RECHECK SCHEDULED	08/15/2023	09/14/2023	10/05/2023		Υ
ENF 23-0788	S SHI	AWASSEE ST	OBTAINED PERMIT	RECHECK SCHEDULED	07/26/2023	09/14/2023	10/17/2023		Υ
ENF 22-0193	S CHI	PMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	09/18/2023	10/18/2023		Υ
ENF 23-0940	CAS	SS ST			09/05/2023	09/05/2023	10/04/2023		N

Enf. Number	•	Address	Previous Status	Currer	nt Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental	
				HUIVIEUVVINER	ζ						
ENF 23-0941	CASS ST	-	INSPECTED PROPERTY	RE-INSPECT	PENDING	09/05/2023	09/25/2023	10/25/2023		N	
ENF 23-1003	CASS ST		INSPECTED PROPERTY	CONTACT WI		09/19/2023	09/19/2023	10/19/2023		N	
					Total Entri	es 7	,				
FRONT YARD	D PARKING										
ENF 23-0961	W KING ST		CONTACT WITH OWNER	CLOSED		09/07/2023	09/12/2023		09/12/2023	Υ	
ENF 23-0985	CORUNN	IA AVE	RESOLVED	CLOSED		09/14/2023	09/21/2023		09/21/2023	N	
ENF 23-0939	E OLIVER	ST	RESOLVED	CLOSED		09/05/2023	09/14/2023		09/14/2023	N	
					Total Entri	es 3	I				
FURNITURE (<u>OUTSIDE</u>										
ENF 23-0982	S WATER	ST	RESOLVED	CLOSED		09/14/2023	09/21/2023		09/21/2023	СОММ	
ENF 23-1029	RIVER S	Т	RESOLVED	CLOSED		09/26/2023	10/03/2023		10/03/2023	N	
ENF 23-1030	MICHIGA	N AV	RESOLVED	CLOSED		09/27/2023	10/03/2023		10/03/2023	СОМ	
					Total Entri	es 3	}				
GARBAGE &	<u>DEBRIS</u>										
ENF 23-1041	CORUNN	IA AVE	EMAILED OWNER	RECHECK SC	HEDULED	09/28/2023	09/28/2023	10/12/2023		СОММ	
ENF 23-1028	CORUNN	IA AVE	INSPECTED PROPERTY	RECHECK SC	HEDULED	09/26/2023	09/26/2023	10/10/2023		N	
ENF 23-0998	E OLIVER	ST	LETTER SENT	2ND NOTICE	SENT	09/18/2023	10/04/2023	10/04/2023		N	
ENF 23-0992	S CEDAR S	ST	RESOLVED	CLOSED		09/18/2023	09/18/2023		09/18/2023	N	
ENF 22-1558	BRADLE	Y ST	RESOLVED	CLOSED		11/21/2022	09/13/2023		09/13/2023	N	
ENF 23-0877	N DEWEY	ST	RESOLVED	CLOSED		08/16/2023	09/07/2023		09/07/2023	N	
ENF 23-0913	N DEWEY	ST	RESOLVED	CLOSED		08/28/2023	09/06/2023		09/06/2023	Υ	

Enf. Numbe	er Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1006	GROVER ST	RESOLVED	CLOSED	09/20/2023	09/20/2023		09/20/2023	N
ENF 20-0878	N HICKORY ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/26/2020	09/27/2023	10/26/2023		VAC
ENF 23-1027	KRUST DR	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/26/2023	10/03/2023	10/10/2023		N
ENF 23-1042	E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/28/2023	09/28/2023	10/05/2023		Υ
ENF 23-0596	DIVISION ST	INSPECTED PROPERTY	FINAL NOTICE	06/13/2023	09/19/2023	10/19/2023		VAC
ENF 23-0669	LINGLE AVE	RESOLVED	CLOSED	07/10/2023	09/18/2023		09/18/2023	N
ENF 23-1009	BROADWAY AVE	LETTER SENT	RECHECK SCHEDULED	09/25/2023	09/25/2023	10/04/2023		N
ENF 23-1014	E MAIN ST	LETTER SENT	RECHECK SCHEDULED	09/25/2023	10/02/2023	10/09/2023		Υ
ENF 23-1015	E MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/25/2023	10/02/2023	10/18/2023		N
ENF 23-0835	S BALL ST	RESOLVED	CLOSED	08/03/2023	09/18/2023		09/18/2023	N
ENF 22-1318	GRACE ST	INSPECTED PROPERTY	1ST TICKET ISSUED	09/20/2022	09/14/2023	10/05/2023		N
ENF 22-0551	GRACE ST	INSPECTED PROPERTY	REF TO CITY ATTY	05/04/2022	09/21/2023	10/19/2023		N
ENF 23-0906	E HOWARD	RESOLVED	CLOSED	08/24/2023	09/27/2023		09/27/2023	V.L.
ENF 23-1017	GENESEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/25/2023	10/03/2023	10/09/2023		Υ
ENF 23-0795	E STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/27/2023	09/28/2023	10/26/2023		Υ
ENF 23-0797	W OLIVER ST	RESOLVED	CLOSED	07/27/2023	09/21/2023		09/21/2023	N
ENF 23-0956	BEEHLER ST	INSPECTED PROPERTY	CLOSED	09/06/2023	09/14/2023		09/14/2023	Υ
ENF 23-0979	E EXCHANGE ST	RESOLVED	CLOSED	09/12/2023	10/02/2023		10/02/2023	N
ENF 23-0987	E MAIN ST	RESOLVED	CLOSED	09/14/2023	10/02/2023		10/02/2023	Υ
ENF 23-0997	E WILLIAMS ST	INSPECTED PROPERTY	LETTER SENT	09/18/2023	10/02/2023	10/09/2023		N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0915	CORUNNA AVE	RESOLVED	CLOSED	08/28/2023(09/19/2023		09/19/2023	Υ
			Total Er	ntries 28				
GARBAGE/JU	INK IN ROW							
ENF 23-1037	ALGER AVE	RESOLVED	CLOSED	09/27/2023	10/04/2023	10/04/2023	10/04/2023	N
ENF 23-0962	WOODLAWN AVE	RESOLVED	CLOSED	09/07/2023	09/13/2023		09/13/2023	N
ENF 23-0889	WOODLAWN AVE	RESOLVED	CLOSED	08/21/2023	09/13/2023		09/13/2023	N
ENF 23-0976	ABREY AVE	RESOLVED	CLOSED	09/12/2023(09/26/2023		09/26/2023	N
ENF 23-0975	MARION ST	RESOLVED	CLOSED	09/11/2023(09/19/2023		09/19/2023	N
ENF 23-0964	MARION ST	RESOLVED	CLOSED	09/11/2023(09/18/2023		09/18/2023	N
ENF 23-0950	HANOVER ST	LETTER SENT	CLOSED	09/06/2023(09/13/2023		09/14/2023	N
ENF 23-0932	S CEDAR ST	RESOLVED	CLOSED	08/31/2023	09/07/2023		09/07/2023	Υ
ENF 23-1024	PINE ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	N
ENF 23-0966	S CHIPMAN ST	RESOLVED	CLOSED	09/11/2023(09/25/2023		09/25/2023	Υ
ENF 23-0942	RYAN ST	RESOLVED	CLOSED	09/06/2023	09/13/2023		09/13/2023	Υ
ENF 23-0943	RYAN ST	RESOLVED	CLOSED	09/06/2023	09/28/2023		09/28/2023	N
ENF 23-0918	FLETCHER ST	RESOLVED	CLOSED	08/29/2023(09/05/2023		09/05/2023	N
ENF 23-1004	S CHIPMAN ST	RESOLVED	CLOSED	09/19/2023(09/27/2023		09/27/2023	Υ
ENF 23-0914	W STEWART ST	RESOLVED	CLOSED	08/28/2023(09/05/2023		09/05/2023	N
ENF 23-0990	W STEWART ST	RESOLVED	CLOSED	09/18/2023	10/04/2023	10/04/2023	10/04/2023	Υ
ENF 23-1019	N DEWEY ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-0954	N DEWEY ST	RESOLVED	CLOSED	09/06/2023(09/13/2023		09/13/2023	Y

Enf. Number	r	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0949		CURWOOD DR	RESOLVED	CLOSED	09/06/2023	10/02/2023		10/02/2023	N
ENF 23-1025	E	COMSTOCK ST	LETTER SENT	RECHECK SCHEDULED	09/26/2023	10/03/2023	10/10/2023		Υ
ENF 23-0968		GROVER ST	RESOLVED	CLOSED	09/11/2023	09/18/2023		09/18/2023	Υ
ENF 23-1002	Е	KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/19/2023	10/02/2023	10/09/2023		Υ
ENF 23-0945	E	KING ST	RESOLVED	CLOSED	09/06/2023	09/13/2023		09/13/2023	N
ENF 23-1036	Е	KING ST	RESOLVED	CLOSED	09/27/2023	10/04/2023	10/04/2023	10/04/2023	N
ENF 23-1008		WHITEHAVEN CT	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-0952	N	HICKORY ST	RESOLVED	CLOSED	09/06/2023	09/20/2023		09/20/2023	N
ENF 23-0937		GOODHUE ST	RESOLVED	CLOSED	09/05/2023	09/19/2023		09/19/2023	N
ENF 23-0996		PINE ST	LETTER SENT	2ND NOTICE SENT	09/18/2023	10/03/2023	10/10/2023		Υ
ENF 23-1013	Е	WILLIAMS ST	LETTER SENT	LETTER SENT	09/25/2023	10/02/2023	10/09/2023		N
ENF 23-0946	Е	KING ST	RESOLVED	CLOSED	09/06/2023	09/20/2023		09/20/2023	N
ENF 23-1021	N	PARK ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	N
ENF 23-0947	N	BALL ST	INSPECTED PROPERTY	LETTER SENT	09/06/2023	10/02/2023	10/10/2023		N
ENF 23-0908		BROADWAY AVE	RESOLVED	CLOSED	08/28/2023	09/05/2023		09/05/2023	Υ
ENF 23-1022	N	WATER ST	RESOLVED	CLOSED	09/26/2023	10/03/2023		10/03/2023	Υ
ENF 23-0980	E	MASON ST	RESOLVED	CLOSED	09/13/2023	10/02/2023		10/02/2023	Y
ENF 23-0912		DIVISION ST	RESOLVED	CLOSED	08/28/2023	09/05/2023		09/05/2023	N
ENF 23-0928		MONROE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/30/2023	09/20/2023	10/04/2023		N
ENF 23-0967		DIVISION ST	RESOLVED	CLOSED	09/11/2023	09/27/2023		09/27/2023	N

Enf. Number	,	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0958		GRAND AVE	RESOLVED	CLOSED	09/07/2023	09/21/2023		09/21/2023	N
ENF 23-0926		BROADWAY AVE	RESOLVED	CLOSED	08/30/2023	09/13/2023		09/13/2023	N
ENF 23-1033		BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2023	09/27/2023	10/04/2023		N
ENF 23-1005		BROADWAY AVE	RESOLVED	CLOSED	09/20/2023	09/27/2023		09/27/2023	N
ENF 23-1034	Е	HOWARD ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2023	09/27/2023	10/04/2023		N
ENF 23-0879		CORUNNA AVE	RESOLVED	CLOSED	08/17/2023	09/18/2023		09/18/2023	Y
ENF 23-0984		CORUNNA AVE	RESOLVED	CLOSED	09/14/2023	09/21/2023		09/21/2023	N
ENF 23-1035	N	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2023	09/27/2023	10/04/2023		Υ
ENF 23-1018	E	MASON ST	RESOLVED	CLOSED	09/25/2023	10/03/2023		10/03/2023	N
ENF 23-1001	N	SAGINAW ST	RESOLVED	CLOSED	09/19/2023	09/27/2023		09/27/2023	N
ENF 23-0978	N	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2023	09/27/2023	10/05/2023		N
ENF 23-0977	N	WASHINGTON ST	RESOLVED	CLOSED	09/12/2023	09/19/2023		09/19/2023	Υ
ENF 23-0917	W	OLIVER ST	RESOLVED	CLOSED	08/29/2023	09/05/2023		09/05/2023	N
ENF 23-1040		CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	09/28/2023	09/28/2023	10/05/2023		N
ENF 23-0988	Е	COMSTOCK ST	RESOLVED	CLOSED	09/14/2023	09/21/2023		09/21/2023	N
ENF 23-0969	Е	COMSTOCK ST	RESOLVED	CLOSED	09/11/2023	09/25/2023		09/25/2023	N
ENF 23-0971		MICHIGAN AVE	RESOLVED	CLOSED	09/11/2023	09/18/2023		09/18/2023	N
ENF 23-0935	W	STEWART ST	RESOLVED	CLOSED	08/31/2023	09/06/2023		09/06/2023	Υ
ENF 23-0983	N	CHIPMAN ST	RESOLVED	CLOSED	09/14/2023	09/21/2023		09/21/2023	N
ENF 23-0953	N	HICKORY ST	LETTER SENT	CLOSED	09/06/2023	09/13/2023		09/13/2023	N
ENF 23-0936		CLYDE ST	RESOLVED	CLOSED	09/05/2023	09/12/2023		09/12/2023	N

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ENF 23-0927	N BALL ST	RESOLVED	CLOSED	08/30/2023	09/13/2023		09/13/2023	N
ENF 23-1011	CASS ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	N
ENF 23-1031	CLINTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/27/2023	09/27/2023	10/04/2023		Υ
ENF 23-0972	CASS ST	RESOLVED	CLOSED	09/11/2023	09/27/2023		09/27/2023	N
ENF 23-1016	CASS ST	RESOLVED	CLOSED	09/25/2023	10/02/2023		10/02/2023	Υ
ENF 23-1010	S SAGINAW ST	LETTER SENT	RECHECK SCHEDULED	09/25/2023	10/02/2023	10/09/2023		N
ENF 23-0933	BEEHLER ST	RESOLVED	CLOSED	08/31/2023	09/14/2023		09/14/2023	Υ
ENF 23-0938	E EXCHANGE ST	RESOLVED	CLOSED	09/05/2023	09/19/2023		09/19/2023	Υ
ENF 23-0809	E EXCHANGE ST	RESOLVED	CLOSED	07/31/2023	09/05/2023		09/05/2023	Υ
ENF 23-0970	E EXCHANGE ST	RESOLVED	CLOSED	09/11/2023	10/02/2023		10/02/2023	N
ENF 23-0903	E WILLIAMS ST	INSPECTED PROPERTY	CLOSED	08/23/2023	09/26/2023		09/26/2023	N
ENF 23-0965	CLARK ST	RESOLVED	CLOSED	09/11/2023	09/18/2023		09/18/2023	N
ENF 23-0948	FIFTH ST	RESOLVED	CLOSED	09/06/2023	09/20/2023		09/20/2023	N
ENF 23-0974	S CEDAR ST	RESOLVED	CLOSED	09/11/2023	09/18/2023		09/18/2023	N
ENF 23-0902	RYAN ST	RESOLVED	CLOSED	08/23/2023	09/06/2023		09/06/2023	N
ENF 23-0951	W STEWART ST	RESOLVED	CLOSED	09/06/2023	09/21/2023		09/21/2023	Υ
HEALTH & SA	AFETY		Total Entri	es 75	5			
ENF 21-0921	CORUNNA AVE	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	06/23/2021	09/27/2023	10/30/2023		N

Enf. Number		Address	Previous Status	Current Statu	ıs Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0830		RYAN ST	INSPECTED PROPERTY	RED-TAGGED	08/02/2023	09/21/2023	10/05/2023		VAC
				Total	Entries 2	<u> </u>			
HOUSE NUMI	BER	<u>s</u>							
ENF 23-0999		MONROE ST	RESOLVED	CLOSED	09/18/2023	09/18/2023		09/18/2023	N
ENF 23-0934		LINCOLN AVE	RESOLVED	CLOSED	08/31/2023	09/07/2023		09/07/2023	N
ENF 23-0909		CORUNNA AVE	RESOLVED	CLOSED	08/28/2023	09/18/2023		09/18/2023	Υ
ENF 23-0989	E	MAIN ST	LETTER SENT	RECHECK SCHEDUL	_ED 09/14/2023	09/28/2023	10/05/2023		Υ
				Total	Entries 4	ļ			
IMMINENT DA	ANG	ER OF STRUCTURE							
ENF 22-0059	s	DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDUL	ED 01/21/2022	09/12/2023	10/05/2023		VAC
				Total	Entries 1				
LAWN MAINT	EN.	ANCE							
ENF 23-0473		LINCOLN AVE	RESOLVED	CLOSED	05/22/2023	09/12/2023		09/12/2023	N
ENF 23-0443		ALGER AVE	INSPECTED PROPERTY	CLOSED	05/17/2023	09/12/2023		09/12/2023	VAC
ENF 23-0931		PINE ST	RESOLVED	CLOSED	08/30/2023	09/05/2023		09/05/2023	Υ
ENF 23-0744		PINE ST	RESOLVED	CLOSED	07/19/2023	09/19/2023		09/19/2023	N
ENF 23-0440	s	CEDAR ST	INSPECTED PROPERTY	CLOSED	05/17/2023	09/05/2023		09/05/2023	N
ENF 23-0488		CLYDE ST	RESOLVED	CLOSED	05/24/2023	09/26/2023		09/26/2023	VAC
ENF 23-0386	W	MAIN ST	INSPECTED PROPERTY	CLOSED	05/15/2023	09/05/2023		09/12/2023	СОММ
ENF 23-0921	N	CHIPMAN ST	INSPECTED PROPERTY	CLOSED	08/29/2023	09/12/2023		09/12/2023	N
ENF 23-0895		BUCKLEY DR	RESOLVED	CLOSED	08/21/2023	09/12/2023		09/12/2023	N
ENF 23-0847	E	COMSTOCK ST	INSPECTED PROPERTY	CLOSED	08/07/2023	09/05/2023		09/05/2023	N

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Enf. Number	-	Address	Previous Status	Currer	t Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental	
ENF 23-0916		STATE ST	RESOLVED	CLOSED		08/29/2023	09/05/2023		09/05/2023	Υ	
ENF 23-0579		STATE ST	INSPECTED PROPERTY	CLOSED		06/12/2023	09/26/2023		09/26/2023	VAC	
ENF 23-0385	s	SHIAWASSEE ST	RESOLVED	CLOSED		05/15/2023	09/12/2023		09/12/2023	СОММ	
ENF 23-0418		DIVISION ST	INSPECTED PROPERTY	CLOSED		05/15/2023	09/26/2023		09/26/2023	VAC	
ENF 23-1026	E	WILLIAMS ST	RESOLVED	CLOSED		09/26/2023	09/26/2023		09/26/2023	N	
ENF 23-0434		MILWAUKEE ST	RESOLVED	CLOSED		05/17/2023	09/19/2023		09/19/2023	VAC	
ENF 23-0393	W	KING ST	REF TO MOWING CONTRACTOR	CLOSED		05/15/2023	08/29/2023		09/12/2023	VAC	
					Total Entrie	es 1	7				
MECHANICA	L VI	OLATIONS									
ENF 23-0963		WOODLAWN AVE	INSPECTED PROPERTY	LETTER SENT	Г	09/08/2023	09/08/2023	10/22/2023		VAC	
					Total Entrie	es 1	,				
<u>MISC.</u>											
ENF 23-0955	Ε	COMSTOCK ST	RESOLVED	CLOSED		09/06/2023	09/14/2023		09/14/2023	N	
					Total Entrie	es 1					
MULTIPLE V	OLA	ATIONS		•		·					
ENF 22-1492		WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SC	HEDULED	11/02/2022	09/13/2023	11/02/2023		N	
ENF 22-1429		ALGER AVE	RESOLVED	CLOSED		10/19/2022	09/18/2023		09/18/2023	VAC	
ENF 23-0468		WOODLAWN AVE	LETTER SENT	PARTIALLY R	ESOLVED	05/22/2023	09/07/2023	10/05/2023		VAC	
ENF 23-0371	W	KING ST	INSPECTED PROPERTY	CLOSED		05/08/2023	09/25/2023		09/25/2023	VAC	
ENF 22-1671	W	KING ST	CONTACT WITH OWNER	CLOSED		12/19/2022	09/25/2023		09/25/2023	N	-
ENF 23-0973	W	STEWART ST	INSPECTED PROPERTY	RECHECK SC	HEDULED	09/11/2023	09/11/2023	10/16/2023		Υ	

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Enf. Number	r Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0522	W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/29/2022	09/13/2023	10/12/2023		N
ENF 21-1578	ROBBINS ST	INSPECTED PROPERTY	LEGAL ACTION	10/14/2021	09/20/2023	10/19/2023		СОММ
ENF 23-0717	S CHIPMAN ST	RESOLVED	CLOSED	07/17/2023	09/18/2023		09/18/2023	N
ENF 21-1884	PRINDLE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/17/2021	09/18/2023	10/18/2023		N
ENF 23-1032	N ELM ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/27/2023	10/04/2023	10/11/2023		N
ENF 23-0821	JEROME AVE	RESOLVED	CLOSED	08/01/2023	09/05/2023		09/05/2023	Υ
ENF 23-0650	S OAK ST	LETTER SENT	PARTIALLY RESOLVED	06/28/2023	09/27/2023		09/28/2023	N
ENF 23-0372	PINE ST	RESOLVED	CLOSED	05/08/2023	09/28/2023		09/28/2023	N
ENF 21-1749	E MASON ST	INSPECTED PROPERTY	CLOSED	11/16/2021	09/13/2023		09/14/2023	N
ENF 23-0944	GILBERT ST	CONTACT WITH OWNER	EXTENSION GRANTED	09/06/2023	09/11/2023	10/11/2023		N
ENF 23-0801	LINGLE AVE	RESOLVED	CLOSED	07/31/2023	09/13/2023		09/13/2023	N
ENF 23-0368	BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/08/2023	09/11/2023	10/09/2023		N
ENF 21-0802	HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2021	09/27/2023	10/04/2023		VAC
ENF 23-0911	N SAGINAW ST	RESOLVED	CLOSED	08/28/2023	09/25/2023		09/25/2023	Υ
ENF 20-0917	W EXCHANGE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/03/2020	09/25/2023	10/10/2023		N
ENF 20-1016	W EXCHANGE	INSPECTED PROPERTY	RECHECK SCHEDULED	12/07/2020	09/25/2023	11/28/2023		СОММ
ENF 23-0161	N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/20/2023	09/19/2023	10/04/2023		N
ENF 22-1488	N WATER ST	FINAL NOTICE SENT	PARTIALLY RESOLVED	11/01/2022	09/27/2023	10/16/2023		N
ENF 23-0080	PALMER AVE	INSPECTED PROPERTY	2ND NOTICE SENT	01/25/2023	09/12/2023	10/10/2023		N
ENF 23-1023	PINE ST	LETTER SENT	RECHECK SCHEDULED	09/26/2023	09/26/2023	10/12/2023		N
ENF 21-1883	W MAIN ST	RESOLVED	CLOSED	12/17/2021	09/27/2023		09/27/2023	N

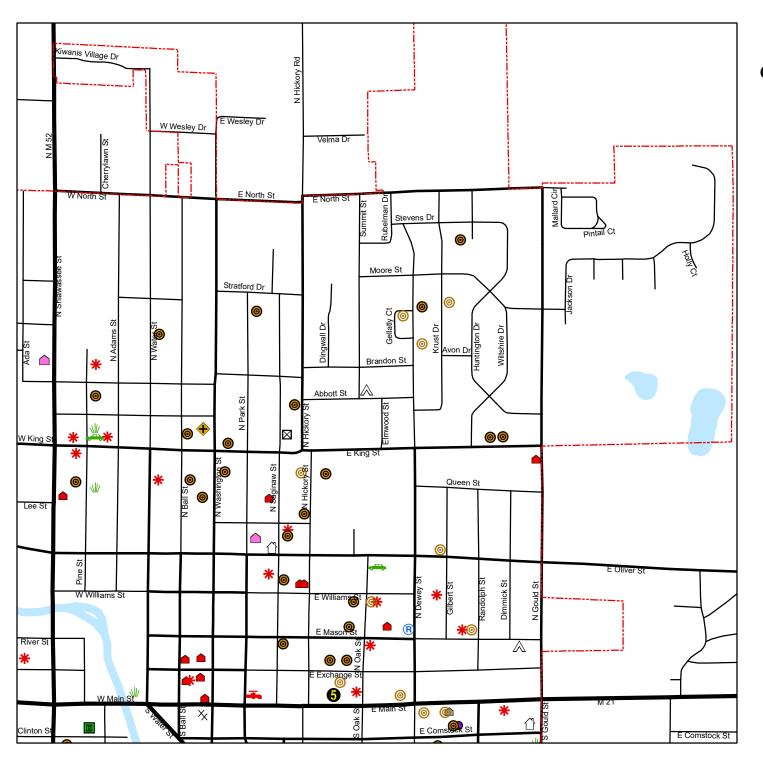
Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0860	LYNN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/14/2023	09/25/2023	10/09/2023		N
ENF 22-0925	MEADOW DR	INSPECTED PROPERTY	REF TO CITY ATTY	06/22/2022	09/27/2023	10/30/2023		VAC
ENF 22-1197	OAKWOOD AVE	INSPECTED PROPERTY	REF TO CITY ATTY	08/23/2022	09/21/2023	10/19/2023		Υ
ENF 22-0238	E MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/03/2022	09/21/2023	10/19/2023		N
ENF 22-0690	S CHIPMAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/19/2022	09/27/2023	04/01/2024		N
ENF 22-1543	W STEWART ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/16/2022	09/21/2023	10/23/2023		N
ENF 21-1715	W STEWART ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	11/08/2021	09/11/2023	10/25/2023		N
ENF 22-0883	S CHIPMAN ST	INSPECTED PROPERTY	LETTER SENT	06/15/2022	09/27/2023	10/26/2023		Υ
ENF 23-0425	S CHIPMAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/16/2023	09/14/2023	11/22/2023		N
ENF 23-0886	S WASHINGTON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/21/2023	09/15/2023	05/01/2024		N
ENF 23-0157	N LANSING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/17/2023	09/25/2023	10/12/2023		Υ
ENF 23-0029	N OAK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/09/2023	09/14/2023	10/16/2023		N
ENF 23-0853	E MASON ST	RESOLVED	CLOSED	08/08/2023	09/07/2023		09/07/2023	N
ENF 23-0919	THIRD ST	RESOLVED	CLOSED	08/29/2023	09/05/2023		09/05/2023	N
ENF 23-0883	FLETCHER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/21/2023	09/13/2023	10/16/2023		N
			Total Entri	es 42	!			
NO BUILDING	<u> PERMIT</u>							
ENF 23-0901	WOODLAWN AVE	CONTACT WITH OWNER	CLOSED	08/23/2023	09/15/2023		09/15/2023	N
ENF 23-0959	W STEWART ST	LETTER SENT	RECHECK SCHEDULED	09/07/2023	09/28/2023	10/12/2023		N
ENF 23-0925	PEARCE ST	OBTAINED PERMIT	CLOSED	08/30/2023	09/08/2023		09/08/2023	N
ENF 23-1012	N PARK ST	LETTER SENT	RECHECK SCHEDULED	09/25/2023	09/25/2023	10/05/2023		Υ

Enf. Numbe	r	Address	Previous Status	Curren	t Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0683		CAMPBELL DR	OBTAINED PERMIT	CLOSED		07/11/2023	09/05/2023		09/05/2023	N
ENF 23-0957	N	SHIAWASSEE ST	OBTAINED PERMIT	CLOSED		09/07/2023	09/11/2023		09/11/2023	N
ENF 23-0747		LYNN ST	INSPECTED PROPERTY	1ST TICKET IS	SSUED	07/19/2023	09/21/2023	10/19/2023		N
NO POOL PE	<u>ERM</u>	<u>IT</u>		<u> </u>	Total Entries	. 7	,			
ENF 23-0694	W	KING ST	INSPECTED PROPERTY	CLOSED		07/11/2023	09/05/2023		09/05/2023	N
					Total Entries	; 1				
PLUMBING Y	VIOL	<u>ATIONS</u>								
ENF 23-1020	Ε	MAIN ST	COMPLAINT LOGGED	LETTER SENT	Γ	09/25/2023	09/26/2023	10/07/2023		COM
					Total Entries	, 1				
RENTAL RE	GIST	<u> </u>		-						
ENF 23-0456		LYNN ST	RENTAL REG FORM SUBMITTED	CLOSED		05/18/2023	09/01/2023		09/01/2023	Υ
ENF 23-1038		CLYDE ST	COMPLAINT LOGGED	LETTER SENT	Γ	09/28/2023	09/28/2023	10/28/2023		Y
ENF 23-1039	Е	MASON ST	COMPLAINT LOGGED	LETTER SENT	 [09/28/2023	09/28/2023	10/28/2023		Y
ROW VIOLA	TION	<u>vs</u>		-	Total Entries	3	B			
ENF 23-0907	N	WASHINGTON ST	INSPECTED PROPERTY	CLOSED		08/28/2023	09/13/2023		09/14/2023	Υ
ENF 23-0924		BROADWAY AVE	RESOLVED	CLOSED		08/30/2023	09/07/2023		09/07/2023	N
SCRAPPING	MA	<u>TERIALS</u>		-	Total Entries	. 2	2			
ENF 23-0133		CORUNNA AVE	RESOLVED	CLOSED		02/09/2023	09/05/2023		09/05/2023	N
					Total Entries	. 1				
				-			 -			

VACANT STRUCTURES

Enf. Number	Address	Previous Status	Current	Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
SEWER DISC	HARGE								
ENF 23-0477	BROADWAY AVE	INSPECTED PROPERTY	CONTACT WIT HOMEOWNER		/22/2023	09/05/2023	10/05/2023		N
				Total Entries	1				
TEMPORARY	STRUCTURES		-						
ENF 22-1587	ABREY AVE	INSPECTED PROPERTY	RECHECK SCH	HEDULED 11	/30/2022	09/18/2023	10/18/2023		N
ENF 21-1643	ABBOTT ST	CONTACT WITH OWNER	RECHECK SCH	HEDULED 10	/26/2021	09/27/2023	10/11/2023		N
ENF 22-0305	E MASON ST	INSPECTED PROPERTY	CLOSED	03	/15/2022	09/11/2023		09/11/2023	N
ENF 22-0236	GRAND AVE	INSPECTED PROPERTY	PARTIALLY RE	SOLVED 03	/03/2022	09/21/2023	10/19/2023		N
ENF 23-0250	OLMSTEAD ST	RESOLVED	CLOSED	03	/21/2023	09/21/2023		09/21/2023	N
ENF 21-0380	GRACE ST	INSPECTED PROPERTY	2ND TICKET IS	SUED 03	/11/2021	09/14/2023	10/05/2023		N
				Total Entries	6	i			
<u>TIRES</u>			- 						
ENF 23-0986	W MAIN ST	RESOLVED	CLOSED	09	/14/2023	10/03/2023		10/03/2023	СОММ
				Total Entries	1				
TRAILER VIO	LATIONS		-						
ENF 23-0991	W STEWART ST	RESOLVED	CLOSED	09	/18/2023	09/26/2023		09/26/2023	N
				Total Entries	1				
TREE VIOLAT	<u>rions</u>								
ENF 23-0905	MILWAUKEE ST	INSPECTED PROPERTY	LETTER SENT	08	/23/2023	09/21/2023	10/19/2023		VAC
				Total Entries	1				
			-						

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0758	PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/18/2020	09/13/2023	10/19/2023		VAC
			Total Entr	ies 1				
<u>ZONING</u>								
ENF 23-0794	CORUNNA AVE	RESOLVED	CLOSED	07/27/2023	09/06/2023		09/06/2023	Υ
ENF 20-0866	STATE ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/20/2020	09/27/2023	10/26/2023		COMM
			Total Entr	ies 2				
	otal Records:	272		<u> </u>	Tot	al Pages: 1	7	



Code Enforcement Activity
September 2023

NE Quadrant

Category

- Accessory Structures
- Building Violation
 - Doors In Violation
- Exterior Paint/Siding
- ★ Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- 6 House Numbers
- Lawn Maintenance
- Misc.
- * Multiple Violations
- No Building Permit
- Plumbing Violations
- Rental Registration
- ROW Violations
- 1 NOW VIOLATIONS

Other Features

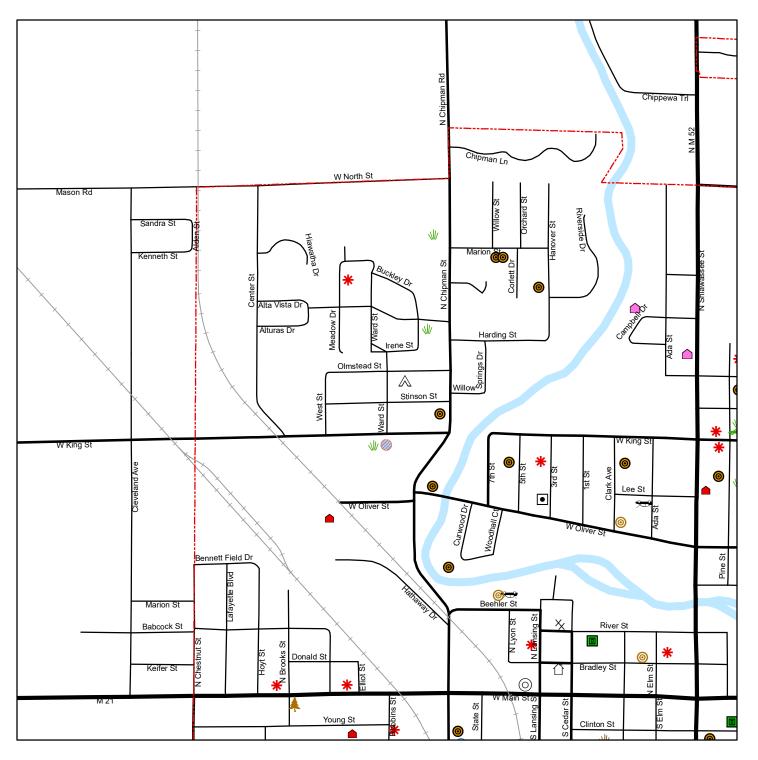
---- City Limit

---- Railroads

River & Lakes

0 300 600 900 1,200 Feet





Code Enforcement Activity
September 2023

NW Quadrant

Category

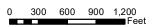
- Appliances
- Auto Repair/Junk Vehicle
- ₩ Brush
- Building Violation
- Lead Tree
- Exterior Paint/Siding
- X Fence Violation
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Lawn Maintenance
- * Multiple Violations
- .
- No Building Permit
- No Pool Permit
- Rental Registration
- O Tires

Other Features

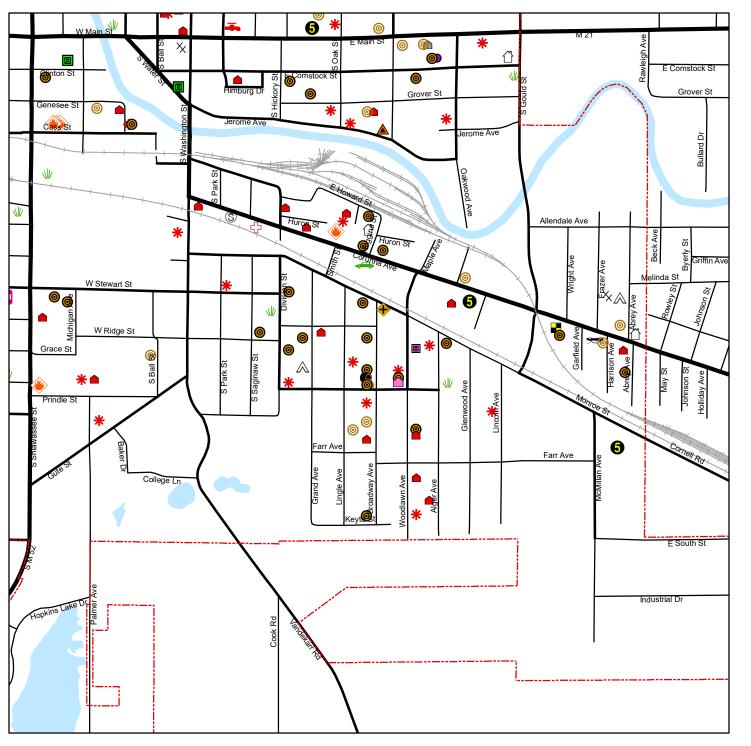
---- City Limit

--- Railroads

River & Lakes







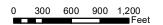
Code Enforcement Activity September 2023 SE Quadrant

Category

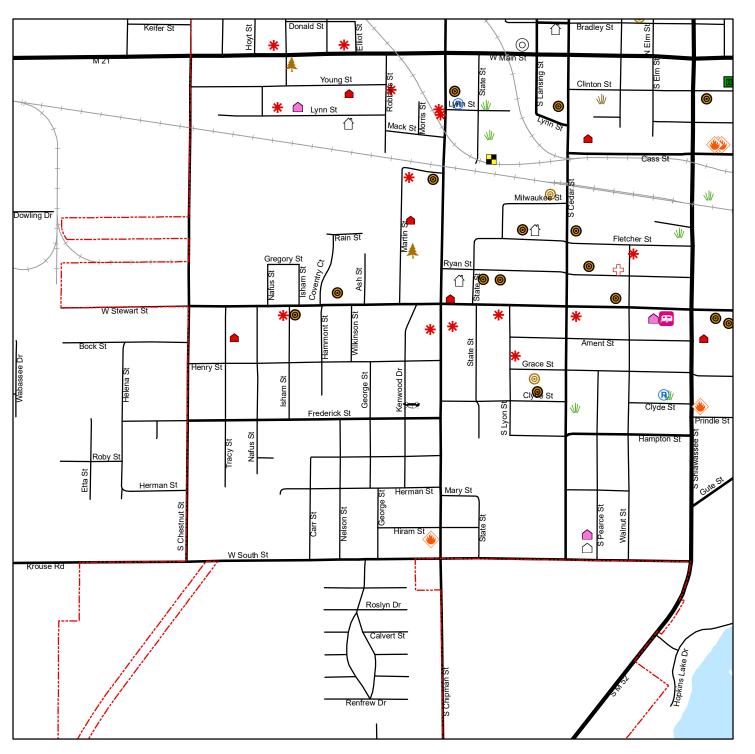
- Accessory Structures
- Auto Repair/Junk Vehicle
- Building Violation
- Exterior Paint/Siding
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- Health & Safety
- House Numbers
- ▲ Imminent Danger Of Structure
- Lawn Maintenance
- Mechanical Violations
- Misc.
- * Multiple Violations
- No Building Permit
- Plumbing Violations
- ROW Violations
- S Scrapping Materials
- Sewer Discharge
- Trailer Violations
- Zoning

Other Features

- ---- City Limit
- ---- Railroads
- River & Lakes







Code Enforcement Activity September 2023

SW Quadrant

Category

Auto Repair/Junk Vehicle

₩ Brush

Building Violation

Lead Tree

TExterior Paint/Siding

Fire Damage

Furniture Outside

Garbage & Debris

Garbage/Junk In ROW

Health & Safety

Lawn Maintenance

Multiple Violations

No Building Permit

Rental Registration

O Tires

Trailer Violations

Vacant Structures

Zoning

Other Features

---- City Limit

---- Railroads

River & Lakes

0 300 600 900 1,200 Fee



Monthly Inspection List SEPTEMBER 2023

HISSONG, BRAD	BUILDING OFFICIAL Total Inspections:	68
PUNG, ROY	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	39
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	16
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	173
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	201
G	rand Total Inspections:	497

CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2023

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ADULT USE	RECREATION	AL RETAIL										
						2						2
						\$10,000						\$10,000
AMPHITHEA	TER											
					1	1	9					11
					\$50	\$0	\$0					\$50
BENTLEY PA	ARK RENTAL											
11	6	8	5	11	1	0	2	1				45
\$275	\$150	\$225	\$150	\$300	\$25	\$0	\$25	\$50				\$1,200
GROWER LIC	CENSE (Medic	al)										
	1							1				2
	\$5,000							5000				\$10,000
HARMON PA	TRIDGE PARK	(RENTAL										
3	2	1	4	17	7	7	4	1				46
\$75	\$50	\$50	\$100	\$550	\$225	\$175	\$125	\$25				\$1,375
MOBILE FOO	DD VENDING (Food Truck Li	cense)									
					1							1
					\$150							\$150
PROCESSOR	RLICENSE											
1												1
\$5,000												\$5,000
PROVISIONII	NG CENTER											
						2						2
						\$10,000						\$10,000
RECREATIO	NAL GROW											
	1					1		1				3
	\$5,000					\$5,000		\$5,000				\$15,000
RENTAL (Rei	newals)											·
2	3	4		6		4	3	79	8			109
\$100	\$150	\$200		\$300		\$200	\$150	\$16,750	\$600			\$18,450
RENTAL REC	SISTRATIONS	(New)										
1	3	4	1	2	11			4				26
\$50	\$100	\$150	\$50	\$100	\$550			\$150				\$1,150
RESIDENTIA	L DESIGNATE	D PARKING										
1					1							2
\$840					\$840							\$1,680
TOTALS:												
19	16	17	10	36	22	17	18	87	8	0	0	250
\$6,340	\$10,450	\$625	\$300	\$1,250	\$1,840	\$25,375	\$300	\$26,975	\$600	\$0	\$0	\$74,055
	+			+	+	+		+		· · ·	*	



OWOSSO POLICE DEPARTMENT

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

MEMORANDUM

DATE: 11 October 2023
TO: Owosso City Council
FROM: Eric E. Cherry

Police Department Captain

RE: September 2023 Police Activity Report

Master Plan Goal 3.1, 3.2

The Investigative Services Bureau attended the monthly multidisciplinary meeting for all forensic interviews conducted. This is where investigators, CPS, Voices for Children and Shiawassee County Prosecutors discuss where each case is at of the reported sexual assault investigations.

The Owosso Police Administration attended an Active Shooter table top at Baker College and also attended the Mic-Michigan Area Group Narcotics Enforcement Team (MAGNET) Board Meeting.

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

September - 5 YEAR AVERAGE

	2019-Sep	2020-Sep	2021-Sep	2022-Sep	2023-Sep	Sep 5YR AVG
Part I Crimes	25	27	36	31	25	28.8
Part II Crimes	105	63	85	99	97	89.8
Violent Crimes	5	7	10	9	10	8.2
Total Reports	168	131	187	171	184	168.2
Felony Arrests	8	5	4	3	8	5.6
Total Arrests	37	19	16	38	45	31
Traffic Stops	61	55	34	65	63	55.6
All Dispatched Events	701	581	1030	1132	886	866

LAST 12 MONTHS

	2022- Oct	2022- Nov	2022- Dec	2023- Jan	2023- Feb	2023- Mar	2023- Apr	2022- May	2023- Jun	2023- Jul	2023- Aug	2023- Sep	Last 12 Months	Average
							•	•						J
Part I Crimes	26	30	15	20	16	26	23	31	34	30	26	25	302	25.17
Part II Crimes	85	83	78	71	71	96	95	129	85	111	99	97	1100	91.67
Violent Crimes	9	11	3	5	5	4	7	6	11	12	7	10	90	7.5
Total Reports	168	171	151	141	133	170	183	194	179	202	178	184	2054	171.17
Felony Arrests	13	7	2	8	7	8	5	6	6	10	7	8	87	7.25
Total Arrests	42	48	35	44	33	39	31	40	36	45	31	45	469	39.08
Traffic Stops	52	197	192	213	222	130	151	78	58	82	100	63	1538	128.17
, , , , , ,														
All Dispatched Events	1103	1167	991	1071	1006	969	1004	1061	898	903	915	886	11974	997.83



MEMORANDUM

DATE: October 3, 2023

TO: Owosso City Council

FROM: Kevin Lenkart

Director of Public Safety

RE: September 2023 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for September 2023. The Owosso Fire Department responded to 221 incidents in the month of September.

OFD responded to 20 fire calls and responded to 201 EMS calls.

Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	Total
(73) System or detector malfunction				1	1									2
(74) Unintentional system/detect operation (no fire)		1		1	1									3
Total	9	59	62	44	47									221

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

September 26, 2023 4:30 P.M. W.W.T.P.

1. Roll (4:31 P.M.)

Members Present: R. Holzheuer, R. Suchanek, J. Archer

Members Absent (no Alternate present): J. Sawyer

Others Present: T. Guysky, WWTP Superintendent/Board Secretary

B. Langtry, Owosso Twp/Caledonia Twp Utility Authority
J. Bloomfield, Owosso Twp/Caledonia Twp Utility Authority

- 2. Agenda Approval: Motion by Holzheuer to approve meeting agenda as presented. Support by Archer. No discussion. Motion carries 3-0.
- 3. Minutes of the July 25, 2023 meeting: Motion by Suchanek to approve the July 25, 2023 meeting minutes. Support by Holzheuer. No Discussion. Motion carries 3-0.
- 4. Secretary's Report:
 - a) <u>Plant Performance Summary (June 2023)</u>: Guysky noted full permit compliance for July 2023 and one permit violation for August 2023 (Hexachlorobenzene concentration exceedance). He gave background on Hexachlorobenzene in wastewater, its inclusion in the WWTP NPDES permit and the strategy going forward for source identification.
 - b) <u>Plant Operations and Staffing:</u> Guysky noted good, efficient plant performance and full staffing.
 - c) <u>WWTP Project Updates</u>: Guysky updated the Board on the current projects. The Solids Handling Project contractors have remobilized, the building issues have been corrected and the project is proceeding on a schedule that will have equipment started up in mid December. The Phase I project will begin October 12. Suchanek noted the City has pursued additional funding options to get the nitrification tower rehab back in this project, but has not been successful. He also noted the next project (new secondary clarifier) is slated for construction beginning fall 2024.
- 5. Old Business:
 - a) Hydrogen Sulfide Study
 - 1. Utility Authority Plan Progress: Langtry updated the Board on the Owosso Township-Caledonia Township Utility Authority efforts toward H2S mitigation. Chemical treatment has been in place since late July and seems to be making a difference at Station 8. Guysky noted the presence of H2S at the plant in the screening room, perhaps slightly

less than last year. The City's Odalogger will be deployed in the township sewer system to provide some data as well.

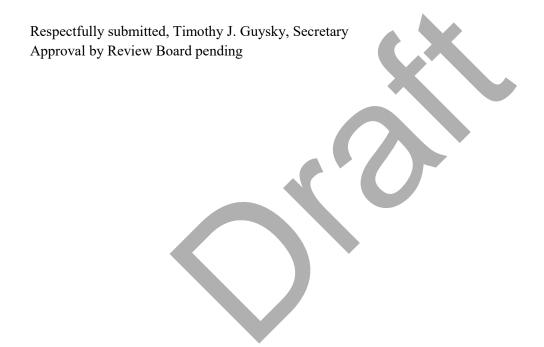
6. New Business:

NONE

7. Citizens'/Members' Comments:

NONE

8. Adjourn: Motion to adjourn by Holzheuer. Support by Suchanek. No discussion. Motion carries 3-0. Meeting adjourned at 5:03 p.m.



PARKS AND RECREATION COMMISSION REGULAR MEETING

Draft Minutes of Wednesday, September 27, 2023 7:00 p.m. Bennett Fields

CALL TO ORDER: Commissioner Workman called the meeting to order at 7:03 p.m.

ROLL CALL: Was taken by Amy Fuller

MEMBERS PRESENT: Chairman Workman, Vice Chair Selbig, Commissioners Rodman, and

Bila.

MEMBERS ABSENT: Commissioners Horton, Smith and Maginity

OTHERS PRESENT: Amy Fuller, Assistant City Manager

APPROVAL OF AGENDA: COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE

AGENDA FOR SEPTEMBER 27, 2023. MOTION SUPPORTED BY

COMMISSIONER BILA. AYES ALL, MOTION CARRIED.

APPROVAL OF MINUTES: COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE

MINUTES FOR AUGUST 23, 2023 WITHOUT CHANGES. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION

CARRIED.

PUBLIC COMMENTS: None.

OLD BUSINESS REPORT:

Amy Fuller reported that DPW is still waiting for a back-ordered part required to add water service at the dog parks and community gardens.

ITEM OF BUSINESS:

Fitness Course: Amy Fuller shared a draft map of the fitness course and reported that DPW would be willing to help build the stations. There was a discussion on how many meters the loop would be.

Bennett Fields: There was a discussion on the concession stand/bathroom building. Commissioner Bila suggested it should be rebuilt. MOTION BY COMMISSIONER RODMAN TO AUTHORIZE STAFF TO SPEND UP TO \$5,000 FROM THE PARKS MILLAGE FUND TO PAINT THE BUILDING, INSTALL ELECTRIC HAND DRYERS, AND PLANT TREES. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION CARRIED.

Next Meeting: October 25, 2023, at 7:00 PM at City Hall.

PUBLIC/COMMISSIONERS COMMENTS: None.

<u>ADJOURNMENT</u>: COMMISSIONER BILA MADE A MOTION TO ADJOURN AT 7:43 P.M. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION CARRIED.

Respectfully submitted by: Amy Fuller, Assistant City Manager



Regular Meeting of the Owosso Historical Commission

Minutes of October 2, 2023 – 5:30 P.M. at Owosso City Hall

PRESIDING OFFICER: Chair Mark Erickson

MEMBERS PRESENT: Vice-Chair Debra Adams, Commissioners Elaine Greenway, Susan Osika, Bill

Moull and Robert Hooper

MEMBERS ABSENT: Commissioner Lance Little.

OTHERS PRESENT: Amy Fuller, Assistant City Manager, Denice Grace, Castle Docent

CHAIR ERICKSON CALLED THE MEETING TO ORDER AT 5:30 P.M.

APPROVE MINUTES – September 11, 2023

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

Passed by voice vote.

APPROVE AGENDA – October 2, 2023

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

Passed by voice vote.

ITEMS OF BUSINESS

Roaring 20's Party: The Commissioners discussed the plans for the party.

Home Tour 2024: Commissioner Osika shared updates on the Home Tour planning. The next committee meeting is October 10th.

Gould House Memo/Resolution: There was discussion about the sale of the Gould House. Commissioner Osika suggested that the Commission review the items in the house as a full board. Commissioner Hooper asked about the leases for the current tenants, there was discussion that they would be month-to-month following the expiration of their leases. Motion by Commissioner Hooper to approve the memo and resolution to go to City Council as written, supported by Moull. A roll call vote was taken. Ayes, Hooper, Adams, Osika, Moull, Greenway and Erickson. Nays, none. Vote passed.

FINANCIAL REVIEW AND DISCUSSION:

Amy Fuller provided an end of year report for the fiscal year ending June 30, 2023 and also reviewed the current revenue and expense report. Denice Grace reviewed the Castle's monthly financial report and requested a second person to represent the Commission at the Curwood Festival meetings when she is unable to. Commissioner Osika volunteered.

PUBLIC COMMENT PERIOD

None.

COMMISSIONER COMMENTS

Commissioner Moull said that he had conversations with individuals at the Ice Cream Social who expressed an interest in becoming involved with the Commission.

NEXT MEETING: Monday, November 13, 2023

ADJOURNMENT

Commissioner Adams moved to adjourn the meeting. Commissioner Hooper supported. The voice vote was unanimous to adjourn the meeting at 6:30 P.M.

Respectfully submitted by:
Amy Fuller, Assistant City Manager