

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, NOVEMBER 18, 2024  
7:30 P.M.**

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

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 4, 2024:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Special Assessment District No. 2025-01. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2025-01 for Howell Street, from the south end to Clinton Street for resurfacing.  
**Master Plan Implementation Goals: 3.4, 3.10**
2. Special Assessment District No. 2025-02. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2025-02 for Lynn Street, from the west end to Howell Street for resurfacing.  
**Master Plan Implementation Goals: 3.4, 3.10**

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. Proposed Special Assessment Project – Jerome Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2026-01 for Jerome Avenue from 100' west of Hickory Street to Oakwood Avenue for street resurfacing.  
**Master Plan Implementation Goals: 3.4, 3.10**

2. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Susan J. Osika	Planning Commission filling unexpired term of A. Martin	06-30-2026

3. Traffic Control Order - Living Nativity Scene Permission. Approve request from First United Methodist Church for the closure of North Street from Water Street to Hickory Street for a Living Nativity Scene Saturday, December 7, 2024 from 4:30pm until 9:30pm and authorize Traffic Control Order No. 1524 formalizing the action.
4. Contract Amendment - COSSAP Grant Subcontract. Approve revision of the Agreement Amount and the Period of Agreement for the COSSAP Grant subcontract agreement with Shiawassee Health and Wellness.  
**Master Plan Implementation Goals: 3.1**
5. Contract Amendment – Full-Time School Resource Officers. Approve amendment to the 2022 Intergovernmental Agreement with the Owosso Public Schools for the provision of full-time school resource officers, amending the salary to reflect the latest Police Union contract.  
**Master Plan Implementation Goals: 3.3, 7.1**
6. Bid Award - 2025 Street Program. Approve bid award to Glaeser Dawes Corporation for the 2025 Street Program in the amount of \$233,156.74, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.  
**Master Plan Implementation Goals: 3.4, 3.10**
7. Professional Services Agreement – WTP Electrical Grounding & Equipment Improvements Project Engineering Services. Authorize a professional services agreement for the provision of engineering design, bidding services, and construction administration services for the WTP Electrical Grounding & Equipment Improvements project with Fishbeck in the amount of \$225,000.00, with bidding services and construction administration services contingent upon securing DWSRF loan funding, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.  
**Master Plan Implementation Goals: 3.4, 3.7**
8. Professional Services Agreement – 2025 Supply Well Improvements Project Engineering Services. Authorize a professional service agreement for engineering services for the 2025 Supply Well Improvements project with Fishbeck in the amount of \$249,000.00, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.  
**Master Plan Implementation Goals: 3.4, 3.7**
9. Professional Services Agreement – 2025 Water Main Replacement Project Engineering Services. Authorize a professional services agreement for engineering services for the 2025 Water Main Replacement Project with Fleis & Vandenbrink in the amount of \$269,900, and further authorize payment to the engineer upon satisfactory completion of the work or portion thereof.  
**Master Plan Implementation Goals: 3.4, 3.7, 5.3, 5.27, 6.6**
10. Professional Services Agreements - Bond Counsel. Authorize two professional services agreements with Dickinson Wright PLLC in an amount not to exceed \$35,500.00 to serve as Bond Counsel for bond issuances associated with the 2025 Drinking Water State Revolving Fund project and the 2025 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**

11. Professional Services Agreement - Underwriter/Placement Agent/Municipal Advisor. Authorize professional services agreement with MFCI, LLC, in an amount not to exceed \$30,625, to serve as Underwriter/Placement Agent/Municipal Advisor for two bond issuances associated with the City's 2025 Drinking Water State Revolving Fund (DWSRF) projects and its 2025 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

12. Warrant No. 649. Authorize Warrant No. 649 as follows:

Vendor	Description	Fund	Amount
Roberto Larrivey	Water Service Line Replacement – Leak Reimbursement	Water	\$16,528.30

**ITEMS OF BUSINESS**

1. Glow Owosso Fireworks Permit Request. Consider the request of Owosso Main Street/DDA for permission to hold a public fireworks display operated by Wolverine Fireworks Display, Inc. during the City's annual Glow Owosso event.

**Master Plan Implementation Goals:** 4.2, 4.5, 4.6, 4.16, 5.9, 5.12

2. Traffic Control Order - Glow Owosso Fireworks. Approve the request from Owosso Main Street/DDA for the closure of the Public Safety/City Hall parking lot (Lot #8) for a fireworks display during the annual Glow Owosso event on Friday, November 29, 2024 from 12:00 p.m. until 10:00 p.m., and further approve Traffic Control Order No. 1524 formalizing the action.

**Master Plan Implementation Goals:** 4.2, 4.5, 4.6, 4.16, 5.9, 5.12

3. Loan Write-Off – Downtown Revolving Loan Fund Loan – Capitol Bowl. Consider authorization to write off the Downtown Revolving Loan Fund Loan associated with Capitol Bowl in the amount of \$72,777.96.

4. Electronic Payment Provider Processor Agreement. Approve termination of the e-payment services agreement with Point and Pay, LLC, authorization of a professional services agreement with BS&A Software, LLC to perform integrated payment and e-payment processing services, and further authorize payment of \$1,400.00 for chip compliant card readers.

**COMMUNICATIONS**

1. Tanya S. Buckelew, Planning & Building Director. October 2024 Building Department Report.
2. Tanya S. Buckelew, Planning & Building Director. October 2024 Code Violations Report.
3. Tanya S. Buckelew, Planning & Building Director. October 2024 Inspections Report.
4. Tanya S. Buckelew, Planning & Building Director. October 2024 Certificates Issued Report.
5. Kevin D. Lenkart, Public Safety Director. October 2024 Police Report.
6. Kevin D. Lenkart, Public Safety Director. October 2024 Fire Report.
7. Owosso Main Street/Downtown Development Authority. Minutes of November 6, 2024.

**CITIZEN COMMENTS AND QUESTIONS**

**NEXT MEETING**

Monday, December 2, 2024 – Regular Meeting

## **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2026  
Building Board of Appeals – Alternate - term expires June 30, 2025  
Planning Commission – term expires June 30, 2026  
Planning Commission - term expires June 30, 2027  
Zoning Board of Appeals – Alternate – term expires June 30, 2027  
Zoning Board of Appeals – Alternate – term expires June 30, 2025

## **ADJOURNMENT**

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

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

The Owosso City Council will conduct an in-person meeting on November 18, 2024. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL  
Monday, November 18, 2024  
at 7:00 p.m.**

Please note the early start time!

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

- **Join Zoom Meeting:**

<https://us02web.zoom.us/j/84867217408?pwd=fbgTA2CfozgYmbxKqfuXDnrmQlx5r.1>

**Meeting ID: 848 6721 7408**

**Password: 317404**

**One tap mobile**

+13092053325,,84867217408#,,,,\*317404# US

+13126266799,,84867217408#,,,,\*317404# US (Chicago)

**Dial by your location**

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

- **For video instructions visit:**

- o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
- o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
- o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>

- **Helpful notes for participants:** [Helpful Hints](#)

- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on November 18, 2024 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF NOVEMBER 4, 2024  
7:30 P.M.  
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

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

**OPENING PRAYER:** REV. PAUL BRUNELL  
CHRIST EPISCOPAL CHURCH

**PLEDGE OF ALLEGIANCE:** BARB CLATTERBAUGH

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

**ABSENT:** Councilmember Emily S. Olson.

**APPROVE AGENDA**

Motion by Councilmember Fear to approve the agenda with the addition of a Proclamation from the Mayor and the addition of Consent Agenda #12 Boards and Commissions Appointments.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 21, 2024**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of October 21, 2024 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**Mayoral Proclamation (item added to the agenda).**

Mayor Teich read aloud the following proclamation of the City of Owosso recognizing Mayor Pro-Tem Sue Osika on her years of service with the City Council.

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
RECOGNIZING THE DISTINGUISHED PUBLIC SERVICE OF  
SUSAN J. OSIKA**

WHEREAS, Susan J. Osika joined Owosso City Council from 2001 to 2005 and was re-elected to service in 2016 to present, running the course of her term limit; and

WHEREAS, recognizing her interpersonal skills, her Council peers selected her to serve as Mayor Pro-Tem alongside Mayor Jack Davis, Mayor Christopher T. Eveleth and Mayor Robert J. Teich, Jr.; and

WHEREAS, each Mayor would attest that she has always been adept at keeping those she has served with on task and willing to step in when called upon; and

WHEREAS, in addition to her long tenure of service on City Council, Sue also participated as a Council representative on many boards including the Historical Commission, Downtown Development Authority, Local Development Finance Authority/Brownfield Redevelopment Board; and

WHEREAS, a friendly and familiar face at events and venues across the City, her warm welcomes and sweet hellos served to make those attending meetings and events feel comfortable and seen; and

WHEREAS, forever an advocate for bringing the community together for events, she has been a huge supporter and often volunteered for the Historic Home Tour; and

WHEREAS, she donned the crown of 2<sup>nd</sup> Annual Ice Queen for the Glow Owosso event raising funds for the community and can be found at the Curwood Festival announcer stand cheering on the floats and those marching by; and

WHEREAS, through her years of unwavering service Sue has consistently demonstrated the drive, determination and integrity necessary to be an elected official, and her knowledge, experience and exuberance have been an asset to both the city and its staff and will be sorely missed; and

WHEREAS, it is the intent of this Office that Susan J. Osika's Unwavering and Enthusiastic Public Service to the City of Owosso be recognized.

NOW, THEREFORE, BE IT PROCLAIMED that I, Robert J. Teich, Jr., Mayor of the City of Owosso, on behalf of the City Council and the Citizens of Owosso, hereby recognize and thank Sue for her years of dedicated service to the Owosso community.

Proclaimed this 4<sup>th</sup> day of November, 2024.

### **PUBLIC HEARINGS**

None.

### **CITIZEN COMMENTS AND QUESTIONS**

Chris Eveleth, 715 W. King, thanked the council for their service.

Mrs. Cee, owner of 326 N. Washington, asked if a no parking sign could be placed in the city parking lot in the parking spot next to the gate to her property.

Barb Clatterbaugh thanked Dan Law and Sue Osika for their service.

Ann Gamboe Hall lives outside the city but considers Owosso her hometown and encourages people to move to Owosso.

Kathy Teich presented Sue Osika with flowers and congratulations on her years of service.

Mayor Teich spoke about Dan Law's years on the council.

Councilmember Dan Law spoke about how he started with council and what an incredible experience it has been.

**CONSENT AGENDA**

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

**Special Assessment District No. 2025-01.** Authorize Resolution No. 4 setting a public hearing for Monday, November 18, 2024 to receive citizen comment regarding Special Assessment District No. 2025-01 for Howell Street, from the south end to Clinton Street for resurfacing.

**RESOLUTION NO. 177-2024**

**SPECIAL ASSESSMENT RESOLUTION NO. 4  
SETTING A PUBLIC HEARING  
TO RECEIVE COMMENT REGARDING  
SPECIAL ASSESSMENT DISTRICT NO. 2025-01  
HOWELL STREET, A PUBLIC STREET,  
FROM THE SOUTH END TO CLINTON STREET**

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements 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:

1. 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 p.m., on Monday, November 18, 2024 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.
4. 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  
CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Howell Street, a Public Street, from the south end to Clinton Street**

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described improvements:

**Street Resurfacing**



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

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 assessments 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, November 18, 2024 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

**Master Plan Implementation Goals: 3.4, 3.10.**

**Special Assessment District No. 2025-02.** Authorize Resolution No. 4 setting a public hearing for Monday, November 18, 2024 to receive citizen comment regarding Special Assessment District No. 2025-02 for Lynn Street, from the west end to Howell Street for resurfacing.

#### **RESOLUTION NO. 178-2024**

#### **SPECIAL ASSESSMENT RESOLUTION NO. 4 SETTING A PUBLIC HEARING TO RECEIVE COMMENT REGARDING SPECIAL ASSESSMENT DISTRICT NO. 2025-02 LYNN STREET, A PUBLIC STREET, FROM THE WEST END TO HOWELL STREET**

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements 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:

1. 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 p.m., on Monday, November 18, 2024 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.
4. 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  
CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Lynn Street, a Public Street, from the west end to Howell Street**

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described improvements:

**Street Resurfacing**

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

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 assessments 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, November 18, 2024 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

**Master Plan Implementation Goals: 3.4, 3.10.**

**2024-2025 DPW Inventory Parts Bid.** Approval of the low responsive bid from ETNA Supply Co. (Grand Rapids, MI) for the DPW Inventory Parts Bid in the amount of \$26,905.00.

**RESOLUTION NO. 179-2024**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
ETNA SUPPLY CO. FOR 2024-2025 DPW INVENTORY PARTS BID**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to provide stock inventory for parts needed for repairs and replacements; and

WHEREAS, these parts are required for maintenance, repair, and installation of city infrastructure. Parts and supplies which are utilized though out the entire city. Thus these additional parts are needed to help maintain our infrastructure; and

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

WHEREAS, the City of Owosso sought bids for the DPW Inventory Parts Bid, and a bid was received from ETNA Supply Co. and it is hereby determined ETNA Supply Co. is qualified to provide said parts and that it has submitted the lowest responsible and responsive bid.

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

Michigan that:

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase from ETNA Supply Co. for the DPW Inventory Parts Bid.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the documents for the creation of a purchase order for services between the City of Owosso, Michigan and ETNA Supply Co, in an amount not to exceed \$26,905.00.
- THIRD: The accounts payable department is authorized to pay ETNA Supply Co. for materials supplied up to the purchase order amount of \$26,905.00.
- FOURTH: The above expenses shall be paid from the account no. 591-000-101.000.

Master Plan Implementation Goals: 3.4.

**Grand Avenue Playground Equipment.** Approval of the purchase and installation of playground equipment for Grand Avenue Park from GameTime in the amount of \$37,482.67.

#### RESOLUTION NO. 180-2024

#### RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND EQUIPMENT FROM GAMETIME VIA STATE OF MICHIGAN MIDEAL CONTACT #180000001296

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Parks and Recreation Commission requiring the purchase of playground equipment; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality.

WHEREAS, the City of Owosso desires to purchase playground equipment from GameTime, holder of the MiDeal contract #180000001296 with the State of Michigan; and it is hereby determined that GameTime is qualified to provide such equipment and that it has submitted the responsible and responsive bid; and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase playground equipment, utilizing GameTime Contract No. #180000001296, for a cost to the City of Owosso of \$37,482.67.
- SECOND: The Finance Director and the City Manager are hereby instructed and authorized to sign necessary documents to complete the purchase as soon as the Neighborhood Enhancement Program (NEP) grant agreement is finalized.
- THIRD: Authorize payment to GameTime in the amount of \$37,482.67 upon delivery of the playground equipment.
- FOURTH: The above expenses shall be paid from the general fund 101-751-930.000 in the amount of \$22,482.67 and \$15,000 from the Parks Millage Fund account 208-751-930.000.

Master Plan Implementation Goals: 5.2, 5.3.

**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 29, 2024 beginning at 12:00 p.m. until 10:00 p.m. and further approve Traffic Control Order No. 1523 formalizing the action.

Master Plan Implementation Goals: 4.5, 4.6, 4.16, 5.9, 5.12, 5.17.

**WWTP Bulk Polymer Havaflock 560 for 2024-2025.** Authorization to enter into a purchase agreement with Haviland Products of Grand Rapids, Michigan for bulk polymer necessary for condition wastewater sludge for an estimated amount of \$31,758.00.

#### RESOLUTION NO. 181-2024

#### RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR HAVAFLOCK 560 WITH HAVILAND PRODUCTS COMPANY

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Havaflock 560 in bulk deliveries for use in conditioning wastewater sludge for dewatering at the Wastewater Treatment Plant; and

WHEREAS, the City of Owosso has determined that Haviland Products Company of Grand Rapids, Michigan is the only firm qualified to provide the Havaflock 560 product for conditioning wastewater sludge for dewatering at the Wastewater Treatment Plant; and

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

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Havaflock 560 from Haviland Products Company, at the price of \$2.26 per pound (plus delivery fee) with an estimated semi-annual usage of 13,800 pounds.
- SECOND: The accounts payable department is authorized to submit payment to Haviland Products Company of Grand Rapids, Michigan, the estimated amount of \$31,758.00, which may exceed based on usage and actual need, for FY2024-2025.
- THIRD: The above expenses shall be paid from the WWTP fund following delivery, and chargeable to account 599-548-743.200.

Master Plan Implementation Goals: 3.4.

**WWTP Secondary Clarifier Change Order #1.** Approve Order Order #1 for an increased payment for construction work by RCL Construction Co., Inc. for the WWTP Secondary Clarifier project in the amount of \$76,000.00.

#### RESOLUTION NO. 182-2024

#### AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND RCL CONSTRUCTION., INC. OF SANFORD, MICHIGAN FOR CONSTRUCTION AND INSTALLATION OF SECONDARY CLARIFIER FOR USE AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with RCL Construction Co., Inc., on July 15, 2024 for the construction and installation of the Secondary Clarifier equipment, known as the Wastewater Treatment Plant (WWTP) Secondary Clarifier Project, are approved 2024 SRF planned project; and

WHEREAS, the project is now underway and a change order is necessary to reconcile contract work and supplies to be used.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the Wastewater Treatment Plant (WWTP) Secondary Clarifier Project contract with RCL Construction Co., Inc. to increase the contract amount to update contract work and supplies to be used.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 in the amount of \$76,000.00; an increase to the Contract for Services between the City of Owosso and RCL Construction Co., Inc., revising the total current contract amount from \$5,773,100.00 to \$5,849,100.00.

THIRD: The Accounts Payable department is authorized to pay RCL Construction Co., Inc. for work satisfactorily completed up to the revised contract amount of \$5,849,100.00.

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

**Master Plan Implementation Goals: 3.4, 3.7.**

**Palmer 3A and Juniper 1 Well Houses Project Change Order #5.** Approve Change Order #5 for an increased payment for construction work by Sorensen Gross Company for the Palmer 3A and Juniper 1 Well houses project in the amount of \$3,202.00.

#### **RESOLUTION NO. 183-2024**

#### **AUTHORIZING CHANGE ORDER NO. 5 TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND SORENSEN GROSS COMPANY OF FLINT, MICHIGAN FOR THE PALMER 3A AND JUNIPER 1 WELL HOUSES PROJECT FOR WATER SYSTEM IMPROVEMENTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Sorensen Gross Company, on February 6, 2023 for the construction and installation of two (2) well houses, two (2) vertical line-shaft turbine pumps, water mains to connect water wells to existing raw water mains for wells Palmer 3A and Juniper 1, are approved 2023 SRF planned project; and

WHEREAS, the project is now underway and a change order is necessary to reconcile contract work and supplies to be used.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the Water System Improvement Palmer 3A and Juniper 1 Well Houses project contract with Sorensen Gross Company to increase the contract amount

to update contract work and supplies to be used.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as CE#10 (Change Order No. 5) in the amount of \$1,182.00; an increase to the Contract for Services between the City of Owosso and Sorensen Gross Company, revising the total current contract amount from \$2,382,373.00 to \$2,383,555.00.

THIRD: The Accounts Payable department is authorized to pay Sorensen Gross Company for work satisfactorily completed up to the revised contract amount of \$2,383,555.00.

FOURTH: The above expenses shall be paid from the Water Fund, and SRF Bond Funds

Master Plan Implementation Goals: 1.5, 3.4.

**Fee Schedule.** Annual review and approval of the 2024 Fee Schedule.

### **RESOLUTION NO. 184-2024**

#### **UPDATING THE SCHEDULE FOR FEES, LICENSES, FINES AND CHARGES FOR THE CITY OF OWOSSO**

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

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

WHEREAS, said schedule must be annually reexamined and updated; and

WHEREAS, the City Council has reviewed the charges and determined that the November 4, 2024 fees, licenses, fines and charges shall be in accordance with this resolution and the attached schedule.

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

FIRST: the attached schedule for fees, licenses, fines and charges is hereby adopted effective November 4, 2024.

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

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

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

FIFTH: Fees for public services not specifically set forth in this resolution and the attached schedule or in any other resolution, ordinance, or law may be established by the City manager, who shall promptly notify the City Council in writing of each of them. The City

manager shall establish fees for public services based upon the cost of providing the public service.

**Master Plan Implementation Goals: A.7.**

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

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Thomas Ainsworth	Downtown Historical District Commission	06-30-2027
Charlie Agnew	Parks and Recreation Student Board Member	06-30-2025

**Check Register – October 2024.** Affirm check disbursements totaling \$3,086,772.46 for October 2024.

**Warrant No. 648.** Authorize Warrant No. 648 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Gould Law PC	Services Rendered from September 10, 2024 – October 14, 2024	Multiple	\$13,218.40

Motion supported by Councilmember Law

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Olson.

**ITEMS OF BUSINESS**

**Donation Agreement – 1921 American LaFrance Firetruck**

Motion by Councilmember Fear authorizing the donation of the 1921 American LaFrance Firetruck to the Shiawassee Firefighters Memorial.

**RESOLUTION NO. 185-2024**

**RESOLUTION AUTHORIZING THE DONATION OF THE 1921 AMERICAN LAFRANCE FIRE ENGINE TO THE SHIAWASSEE FIREFIGHTERS MEMORIAL**

WHEREAS, the City of Owosso is the owner of a 1921 American LaFrance Fire Engine, the City's first gasoline-powered fire truck (hereinafter referred to as "Fire Engine"); and

WHEREAS, the Shiawassee Firefighters Memorial, a Michigan nonprofit organization, has been raising funds and planning to create a public display to honor Shiawassee County's fallen firefighters; and

WHEREAS, the City of Owosso desires to donate the Fire Engine to the Shiawassee Firefighters Memorial to support its mission of honoring local firefighters and preserving the history of public safety in

the community; and

WHEREAS, Section 2-348 of the Owosso City Code requires City Council authorization for the disposal or donation of any vehicle over seventy (70) years old, including the Fire Engine; and

WHEREAS, the donation agreement between the City of Owosso and the Shiawassee Firefighters Memorial outlines the terms of the donation, including the transfer of ownership and responsibility for the Fire Engine.

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

- FIRST: The Owosso City Council hereby approves the donation of the 1921 LaFrance Fire Engine to the Shiawassee Firefighters Memorial, subject to the terms outlined in the donation agreement.
- SECOND: The Mayor and City Clerk are hereby authorized and directed to execute the donation agreement on behalf of the City of Owosso, and to take any and all actions necessary to complete the donation.
- THIRD: Upon execution of the agreement, ownership and all responsibilities associated with the 1921 American LaFrance Fire Engine shall be transferred to the Shiawassee Firefighters Memorial.
- FOURTH: The City of Owosso makes no representations or warranties regarding the condition of the Fire Engine and disclaims any implied warranties, including fitness for a particular purpose.
- FIFTH: The donation is made with the understanding that the Fire Engine will be used in furtherance of the Shiawassee Firefighters Memorial's nonprofit mission and displayed as a tribute to Shiawassee County's fallen firefighters.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Olson.

### **COMMUNICATIONS**

None.

### **CITIZEN COMMENTS AND QUESTIONS**

Kelsey Lighthill thanked Dan Law for getting her to attend meetings and she would like to see younger citizens attend.

Councilmember Haber stated it has been a pleasure working with Sue and Dan.



**NEXT MEETING**

Monday, November 18, 2024 – Regular Meeting

**BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2026  
Building Board of Appeals – Alternate - term expires June 30, 2025  
Downtown Historic District Commission – term expires June 30, 2027  
Planning Commission – term expires June 30, 2026  
Planning Commission - term expires June 30, 2027  
Zoning Board of Appeals – Alternate – term expires June 30, 2027  
Zoning Board of Appeals – Alternate – term expires June 30, 2025

**ADJOURNMENT**

Motion by Mayor Pro-Tem Osika for adjournment at 8:07 p.m.

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

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Robert J. Teich, Jr., Mayor

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Tanya B. Buckelew, Recording Clerk



## MEMORANDUM

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

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DATE: November 18, 2024  
TO: Owosso City Council  
FROM: Clayton Wehner, Director of Engineering  
SUBJECT: Resolution No. 5 for Howell Street Resurfacing; Special Assessment Roll

### RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

### BACKGROUND:

The public hearing for Special Assessment District No. 2025-01 and the subject project will be conducted on November 18, 2024 and bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

**Special Assessment District No. 2025-01  
Howell Street, a Public Street, from the south end to Clinton Street**

for the following work:

STREET RESURFACING: WIDEN, CRUSH, SHAPE AND COMPACT EXISTING ASPHALT AND OVERLAY WITH NEW ASPHALT; GRAVEL SHOULDERS; STORM SEWER REPLACEMENT IN THE LYNN STREET INTERSECTION; ADA SIDEWALK RAMP INSTALLATION IN THE LYNN STREET INTERSECTION

Attachment/s: Howell Street Resolution No. 5

**MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10**

**RESOLUTION NO.**  
**DISTRICT NO. 2025-01**  
**HOWELL STREET**  
**FROM THE SOUTH END TO CLINTON STREET**  
**SPECIAL ASSESSMENT RESOLUTION NO. 5**

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

**Howell Street from the south end to Clinton Street**  
**Street Resurfacing**

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$30,513.54 is hereby confirmed and shall be known as Special Assessment Roll No. 2025-01.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2025, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2025.
3. The installments of the special assessment rolls shall bear interest at the rate of 3% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2025 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.



# City of Owosso

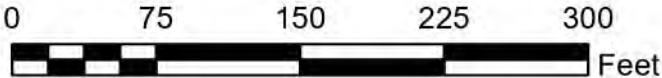
## Proposed Special Assessment No. 2025-01

S. Howell Street  
from Clinton St. to S. end

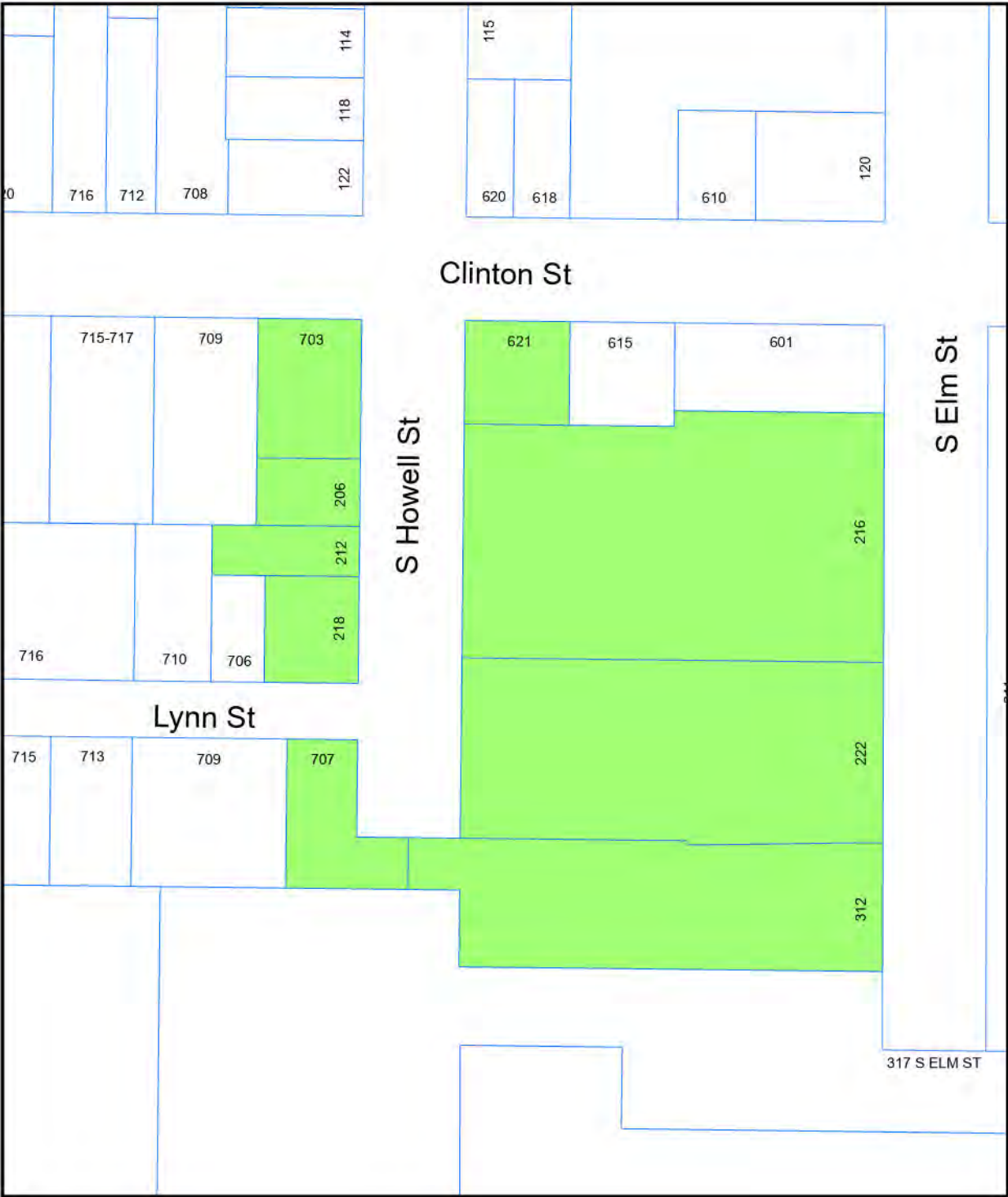


### Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number



1 August 2024



HOWELL STREET FROM SOUTH END TO CLINTON  
LOCAL STREET

SPECIAL ASSESSMENT ROLL 2025-01

RESO 4

WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE	
707	Lynn St	Carol Reno & Rodney Williams	050-660-023-018-00	62	0.6	37.20		\$67.48	\$2,510.26	R1
218	S Howell St	Todd Thompson & Julie Birge	050-660-023-027-00	68	0.6	40.80		\$67.48	\$2,753.18	R1
212	S Howell St	Robert & Cory Lepley	050-660-023-028-00	32	1	32.00		\$67.48	\$2,159.36	R1
206	S Howell St	Sue Ellen Hart	050-660-023-002-00	43	1	43.00		\$67.48	\$2,901.64	R1
703	Clinton St	Eugene Lingo Jr	050-660-023-001-00	89	0.6	53.40		\$67.48	\$3,603.43	R1
				294		206.40			\$13,927.87	

EAST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE	
222	S Elm St	Willard Holdings LLC	050-660-022-005-00	115	0.6	69.00		\$70.58	\$4,870.02	I1
216	S Elm St	Ramey & Mutee Abdole	050-660-022-004-00	149	0.6	89.40		\$70.58	\$6,309.85	I1
621	Clinton St	Diane Dunn	050-660-022-001-00	66	0.6	39.60		\$67.48	\$2,672.21	R1
				330		198.00			\$13,852.08	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE	
707	Lynn St	Carol Reno & Rodney Williams	050-660-023-018-00	33	0.6	19.80		\$67.48	\$1,336.10	R1
312	S Elm St	JJEMG Holdings LLC	050-760-000-001-00	33	0.6	19.80		\$70.58	\$1,397.48	PUD
				66		39.60			\$2,733.59	

TOTAL FRONT FEET: 690 TOTAL ASSESSABLE FRONT FEET: 444.00 TOTAL ASSESSMENTS: \$ 30,513.54

HOWELL STREET FROM SOUTH END TO CLINTON STREET ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40%	
							RESIDENTIAL	COMMERCIAL
Mobilization, Max ___, (Road and Storm)	0.69	LSUM	\$ 17,195.84	\$ 11,865.13	\$ 11,865.13	\$ 7,119.08	\$ 4,746.05	\$ 4,746.05
Dr Structure, Rem	2	Ea	\$ 363.48	\$ 726.96		\$ -	\$ -	\$ -
Sewer, Rem, Less than 24 inch	36	Ft	\$ 13.08	\$ 470.88		\$ -	\$ -	\$ -
Curb and Gutter, Rem	17	Ft	\$ 9.37	\$ 159.29		\$ -	\$ -	\$ -
Pavt, Rem	31	Syd	\$ 7.95	\$ 246.45	\$ 246.45	\$ 147.87	\$ 98.58	\$ 98.58
Sidewalk, Rem	20	Syd	\$ 5.47	\$ 109.40		\$ -	\$ -	\$ -
Embankment, CIP	50	Cyd	\$ 6.96	\$ 348.00		\$ -	\$ -	\$ -
Excavation, Earth	5	Cyd	\$ 9.08	\$ 45.40		\$ -	\$ -	\$ -
Subgrade Undercutting, Special	69	Syd	\$ 71.89	\$ 4,960.41		\$ -	\$ -	\$ -
Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ 93.98	\$ 281.94	\$ 281.94	\$ 169.16	\$ 112.78	\$ 112.78
Subbase, CIP	12	Cyd	\$ 34.94	\$ 419.28		\$ -	\$ -	\$ -
Aggregate Base, 9 inch, Modified	153	Syd	\$ 32.12	\$ 4,914.36		\$ -	\$ -	\$ -
HMA Base Crushing and Shaping, Modified	1069	Syd	\$ 6.10	\$ 6,520.90	\$ 6,520.90	\$ 3,912.54	\$ 2,608.36	\$ 2,608.36
Asphalt Cement Stabilized Base Course, 4 inch	1069	Syd	\$ 9.77	\$ 10,444.13	\$ 10,444.13	\$ 6,266.48	\$ 4,177.65	\$ 4,177.65
Asphalt Cement Binder	1709	Gal	\$ 7.33	\$ 12,526.97	\$ 12,526.97	\$ 7,516.18	\$ 5,010.79	\$ 5,010.79
Material, Surplus and Unsuitable, Rem, LM	40	Cyd	\$ 75.24	\$ 3,009.60		\$ -	\$ -	\$ -
Maintenance Gravel	35	Ton	\$ 39.06	\$ 1,367.10	\$ 1,367.10	\$ 820.26	\$ 546.84	\$ 546.84
Approach, CI I, LM	28	Cyd	\$ 77.06	\$ 2,157.68	\$ 2,157.68	\$ 1,294.61	\$ 863.07	\$ 863.07
Shld, CI I	48	Ton	\$ 44.67	\$ 2,144.16	\$ 2,144.16	\$ 1,286.50	\$ 857.66	\$ 857.66
Trenching, Modified	3	Sta	\$ 656.04	\$ 1,968.12		\$ -	\$ -	\$ -
Sewer, SDR-26, 10 inch, Tr Det B, Modified	129	Ft	\$ 93.22	\$ 12,025.38		\$ -	\$ -	\$ -
Sanitary Service, Conflict	1	Ea	\$ 1,191.72	\$ 1,191.72		\$ -	\$ -	\$ -
Abandoned Gas Main, Conflict	1	Ea	\$ 463.67	\$ 463.67		\$ -	\$ -	\$ -
Dr Structure Cover, Adj, Case 1	1	Ea	\$ 610.49	\$ 610.49	\$ 610.49	\$ 366.29	\$ 244.20	\$ 244.20
Dr Structure, Tap, 10 inch	2	Ea	\$ 531.15	\$ 1,062.30		\$ -	\$ -	\$ -
Dr Structure, Temp Lowering	1	Ea	\$ 538.19	\$ 538.19	\$ 538.19	\$ 322.91	\$ 215.28	\$ 215.28
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$ 1,010.80	\$ 1,010.80	\$ 1,010.80	\$ 606.48	\$ 404.32	\$ 404.32
Dr Structure Cover, EJ 1040 w/ Type N Oval Grate	3	Ea	\$ 907.95	\$ 2,723.85	\$ 2,723.85	\$ 1,634.31	\$ 1,089.54	\$ 1,089.54
Dr Structure, 36 inch dia, Modified	2	Ea	\$ 2,044.25	\$ 4,088.50		\$ -	\$ -	\$ -
Dr Structure, 48 inch dia, Modified	1	Ea	\$ 3,740.13	\$ 3,740.13		\$ -	\$ -	\$ -
HMA, 13A @ 5"	286	Ton	\$ 156.04	\$ 44,627.44	\$ 44,627.44	\$ 26,776.46	\$ 14,280.78	\$ 17,850.98
Cement	1	Ton	\$ 305.24	\$ 305.24		\$ -	\$ -	\$ -
Driveway, Nonreinf Conc, 6 inch	35	Syd	\$ 127.63	\$ 4,467.05	\$ 4,467.05	\$ 2,680.23	\$ 1,786.82	\$ -
Detectable Warning Surface, Modified	10	Ft	\$ 91.57	\$ 915.70		\$ -	\$ -	\$ -
Sidewalk, Conc, 6 inch	114	Sft	\$ 11.77	\$ 1,341.78		\$ -	\$ -	\$ -
Curb Ramp, Conc, 4 inch	75	Sft	\$ 20.97	\$ 1,572.75		\$ -	\$ -	\$ -
Curb Ramp, Conc, 7 inch	52	Sft	\$ 23.27	\$ 1,210.04		\$ -	\$ -	\$ -
Water Shutoff, Adj, Temp, Case 1	3	Ea	\$ 341.21	\$ 1,023.63	\$ 1,023.63	\$ 614.18	\$ 409.45	\$ 409.45
Gate Box, Adj, Temp, Case 1	4	Ea	\$ 483.68	\$ 1,934.72	\$ 1,934.72	\$ 1,160.83	\$ 773.89	\$ 773.89
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$ 79.36	\$ 79.36		\$ -	\$ -	\$ -
Minor Traf Devices, Max \$5,000	0.69	LSUM	\$ 2,079.50	\$ 1,434.86	\$ 1,434.86	\$ 860.91	\$ 573.94	\$ 573.94
Plastic Drum, Fluorescent, Furn & Oper	17	Ea	\$ 23.20	\$ 394.40		\$ -	\$ -	\$ -
Sign, Type B, Temp, Prismatic, Furn & Oper	66	Sft	\$ 6.10	\$ 402.60		\$ -	\$ -	\$ -
Pedestrian Type II Barricade, Temp	3	Ea	\$ 152.62	\$ 457.86		\$ -	\$ -	\$ -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40%	AT 40%
							RESIDENTIAL	COMMERCIAL
Turf Establishment, Performance	755	Syd	\$ 8.46	\$ 6,387.30		\$ -	\$ -	\$ -
Post, Steel, 3 lb	32	Ft	\$ 10.99	\$ 351.68		\$ -	\$ -	\$ -
Sign, Type III. Erect, Salv	2	Ea	\$ 91.57	\$ 183.14		\$ -	\$ -	\$ -
Sign, Type III, Rem	2	Ea	\$ 61.05	\$ 122.10		\$ -	\$ -	\$ -
SUB TOTALS				\$ 159,352.83	\$ 105,925.48	\$ 63,555.29	\$ 38,800.00	\$ 40,583.37
ENGINEERING AT 15% ASSESSABLE COST				\$ 23,902.93	\$ 15,888.82	\$ 9,533.29	\$ 5,820.00	\$ 6,087.51
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 7,967.64	\$ 5,296.27	\$ 3,177.76	\$ 1,940.00	\$ 2,029.17
GRAND TOTALS				\$ 191,223.40	\$ 127,110.58	\$ 76,266.35	\$ 46,560.00	\$ 48,700.05

**HOWELL STREET FROM SOUTH END TO CLINTON  
LOCAL STREET**

**SPECIAL ASSESSMENT ROLL 2025-01**

**RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$127,110.58  
TOTAL FRONT FOOTAGE 690.00

**CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:**

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$127,110.58	\$127,110.58	
CITY SHARE $\geq$ 60%	\$80,550.58	\$78,410.53	
PROPERTY SHARE @ $\leq$ 40%	\$46,560.00	\$48,700.05	
FRONT FOOT RATE: PROP SHARE/TOTAL FRONT FOOTAGE:	\$67.48	\$70.58	
TOTAL ASSESSABLE FRONT FEET PER TYPE:	265.80	178.20	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$17,936.18	\$12,577.36	\$30,513.54

**SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:**

WEST SIDE	\$	13,927.87
EAST SIDE	\$	13,852.08
SOUTH SIDE	\$	<u>2,733.59</u>
TOTAL SPECIAL ASSESSMENT	\$	30,513.54





## MEMORANDUM

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

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DATE: November 18, 2024  
TO: Owosso City Council  
FROM: Clayton Wehner, Director of Engineering  
SUBJECT: Resolution No. 5 for Lynn Street Resurfacing; Special Assessment Roll

### RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

### BACKGROUND:

The public hearing for Special Assessment District No. 2025-02 and the subject project will be conducted on November 18, 2024 and bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

**Special Assessment District No. 2025-02  
Lynn Street, a Public Street, from the west end to Howell Street**

for the following work:

STREET RESURFACING: WIDEN, CRUSH, SHAPE AND COMPACT EXISTING ASPHALT AND OVERLAY WITH NEW ASPHALT; GRAVEL SHOULDERS.

Attachment/s: Lynn Street Resolution No. 5

**MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10**

**RESOLUTION NO.**  
**DISTRICT NO. 2025-02**  
**LYNN STREET**  
**FROM THE WEST END TO HOWELL STREET**  
**SPECIAL ASSESSMENT RESOLUTION NO. 5**

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

**Lynn Street from the west end to Howell Street**  
**Street Resurfacing**

and;

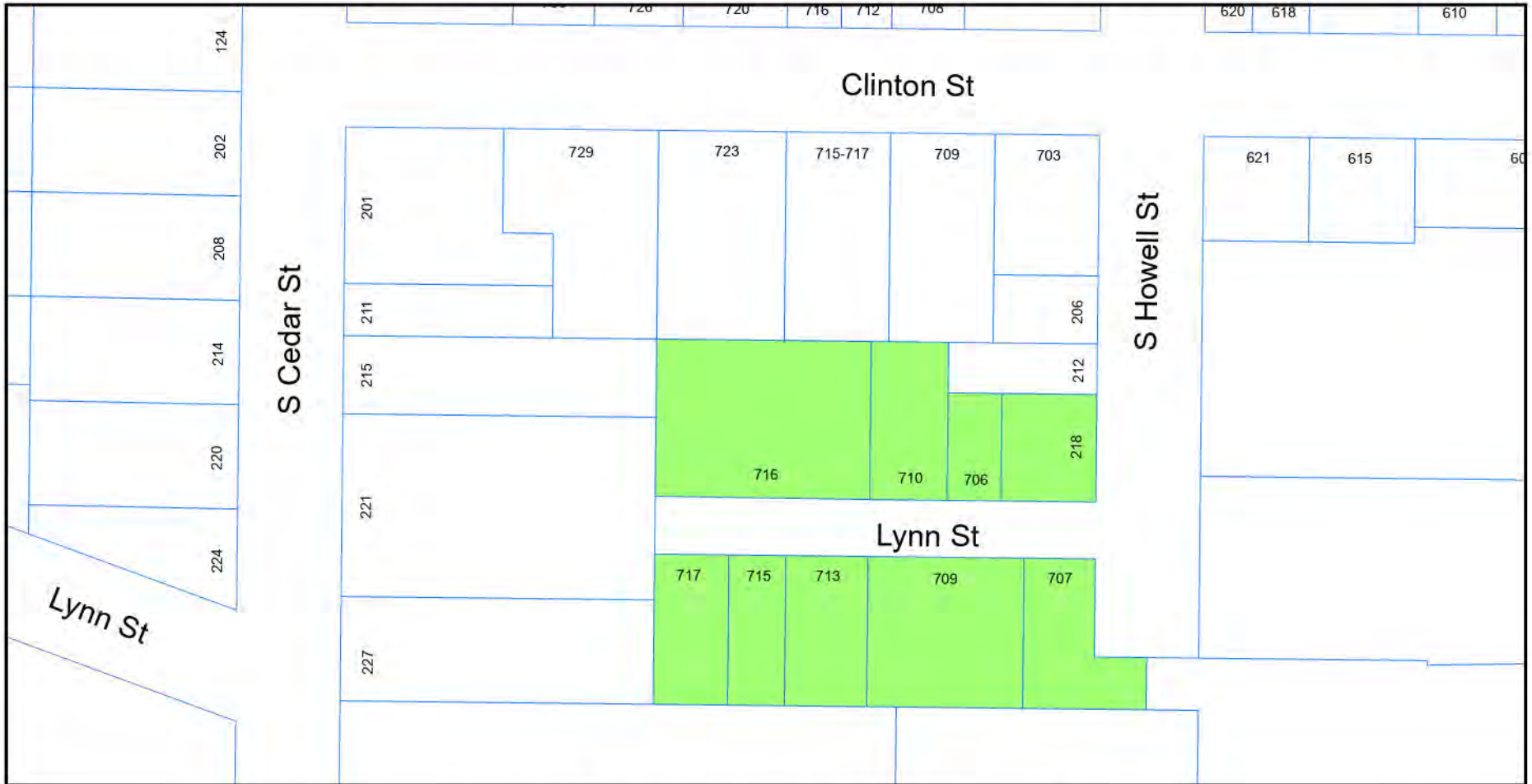
WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$27,055.82 is hereby confirmed and shall be known as Special Assessment Roll No. 2025-02.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2025, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2025.
3. The installments of the special assessment rolls shall bear interest at the rate of 3% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2025 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

# City of Owosso

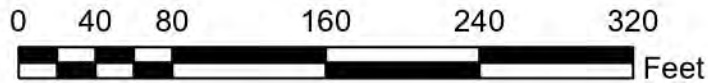
## Proposed Special Assessment No. 2025-02



Lynn St. from West end to S. Howell St.

### Legend

- Special Assessment Parcels
- Other City of Owosso Parcels
- 1501 Street Address Number



LYNN STREET FROM WEST END TO HOWELL  
LOCAL STREET

SPECIAL ASSESSMENT ROLL 2025-02

RESO 4

NORTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
716	Lynn St	Rogelio Hernandez Minor	050-660-023-023-00	135	1	135.00	\$53.47	\$7,218.45	R1
710	Lynn St	Janice Nixon	050-660-023-025-00	49	1	49.00	\$53.47	\$2,620.03	R1
706	Lynn St	Vargas Family Trust	050-660-023-026-00	34	1	34.00	\$53.47	\$1,817.98	R1
218	S Howell St	Todd Thompson & Julie Birge	050-660-023-027-00	60	0.6	36.00	\$53.47	\$1,924.92	R1
				278		254.00		\$13,581.38	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
717	Lynn St	Vargas Family Trust	050-660-023-022-00	47	1	47.00	\$53.47	\$2,513.09	R1
715	Lynn St	Vargas Family Trust	050-660-023-021-00	36	1	36.00	\$53.47	\$1,924.92	R1
713	Lynn St	Richard II & Nina Devreese	050-660-023-020-00	52	1	52.00	\$53.47	\$2,780.44	R1
709	Lynn St	Alejandro Vargas	050-660-023-019-00	90	1	90.00	\$53.47	\$4,812.30	R1
707	Lynn St	Rodney Williams & Carol Reno	050-660-023-018-00	45	0.6	27.00	\$53.47	\$1,443.69	R1
				270		252.00		\$13,474.44	

TOTAL FRONT FEET: 548      TOTAL ASSESSABLE FRONT FEET: 506.00      TOTAL ASSESSMENTS: \$ 27,055.82

LYNN STREET FROM WEST END TO HOWELL STREET ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40%	
							RESIDENTIAL	COMMERCIAL
Mobilization, Max ___, (Road and Storm)	0.31	LSUM	\$ 17,195.84	\$ 5,330.71	\$ 5,330.71	\$ 3,198.43	\$ 2,132.28	\$ 2,132.28
Pavt, Rem	16	Syd	\$ 7.95	\$ 127.20	\$ 127.20	\$ 76.32	\$ 50.88	\$ 50.88
Sidewalk, Rem	13	Syd	\$ 5.47	\$ 71.11		\$ -	\$ -	\$ -
Embankment, CIP	10	Cyd	\$ 6.96	\$ 69.60		\$ -	\$ -	\$ -
Excavation, Earth	2	Cyd	\$ 9.08	\$ 18.16		\$ -	\$ -	\$ -
Subgrade Undercutting, Special	31	Syd	\$ 71.89	\$ 2,228.59		\$ -	\$ -	\$ -
Subbase, CIP	3	Cyd	\$ 34.94	\$ 104.82		\$ -	\$ -	\$ -
Aggregate Base, 9 inch, Modified	55	Syd	\$ 32.12	\$ 1,766.60		\$ -	\$ -	\$ -
HMA Base Crushing and Shaping, Modified	753	Syd	\$ 6.10	\$ 4,593.30	\$ 4,593.30	\$ 2,755.98	\$ 1,837.32	\$ 1,837.32
Asphalt Cement Stabilized Base Course, 4 inch	753	Syd	\$ 9.77	\$ 7,356.81	\$ 7,356.81	\$ 4,414.09	\$ 2,942.72	\$ 2,942.72
Asphalt Cement Binder	1204	Gal	\$ 7.33	\$ 8,825.32	\$ 8,825.32	\$ 5,295.19	\$ 3,530.13	\$ 3,530.13
Maintenance Gravel	15	Ton	\$ 39.06	\$ 585.90	\$ 585.90	\$ 351.54	\$ 234.36	\$ 234.36
Approach, CI I, LM	4	Cyd	\$ 77.06	\$ 308.24	\$ 308.24	\$ 184.94	\$ 123.30	\$ 123.30
Shld, CI I	51	Ton	\$ 44.67	\$ 2,278.17	\$ 2,278.17	\$ 1,366.90	\$ 911.27	\$ 911.27
Trenching, Modified	1.7	Sta	\$ 656.04	\$ 1,115.27		\$ -	\$ -	\$ -
Sanitary Service, Conflict	1	Ea	\$ 1,191.72	\$ 1,191.72		\$ -	\$ -	\$ -
Abandoned Gas Main, Conflict	1	Ea	\$ 463.67	\$ 463.67		\$ -	\$ -	\$ -
Dr Structure Cover, Adj, Case 1	1	Ea	\$ 610.49	\$ 610.49	\$ 610.49	\$ 366.29	\$ 244.20	\$ 244.20
Dr Structure, Temp Lowering	1	Ea	\$ 538.19	\$ 538.19	\$ 538.19	\$ 322.91	\$ 215.28	\$ 215.28
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$ 1,010.80	\$ 1,010.80	\$ 1,010.80	\$ 606.48	\$ 404.32	\$ 404.32
HMA, 13A @ 4"	162	Ton	\$ 156.04	\$ 25,278.48	\$ 25,278.48	\$ 15,167.09	\$ 10,111.39	\$ 10,111.39
Cement	1	Ton	\$ 305.24	\$ 305.24		\$ -	\$ -	\$ -
Sidewalk, Conc, 4 inch	24	Sft	\$ 11.27	\$ 270.48		\$ -	\$ -	\$ -
Curb Ramp, Conc, 4 inch	134	Sft	\$ 20.97	\$ 2,809.98		\$ -	\$ -	\$ -
Water Shutoff, Adj, Temp, Case 1	9	Ea	\$ 341.21	\$ 3,070.89	\$ 3,070.89	\$ 1,842.53	\$ 1,228.36	\$ 1,228.36
Gate Box, Adj, Temp, Case 1	1	Ea	\$ 483.68	\$ 483.68	\$ 483.68	\$ 290.21	\$ 193.47	\$ 193.47
Minor Traf Devices, Max \$5,000	0.31	LSUM	\$ 2,079.50	\$ 644.65	\$ 644.65	\$ 386.79	\$ 257.86	\$ 257.86
Plastic Drum, Fluorescent, Furn & Oper	8	Ea	\$ 23.20	\$ 185.60		\$ -	\$ -	\$ -
Pedestrian Type II Barricade, Temp	1	Ea	\$ 152.62	\$ 152.62		\$ -	\$ -	\$ -
Turf Establishment, Performance	170	Syd	\$ 8.46	\$ 1,438.20		\$ -	\$ -	\$ -
Post, Steel, 3 lb	16	Ft	\$ 10.99	\$ 175.84		\$ -	\$ -	\$ -
Sign, Type III. Erect, Salv	1	Ea	\$ 91.57	\$ 91.57		\$ -	\$ -	\$ -
Sign, Type III, Rem	1	Ea	\$ 61.05	\$ 61.05		\$ -	\$ -	\$ -
Post, Mailbox	1	Ea	\$ 240.96	\$ 240.96		\$ -	\$ -	\$ -
<b>SUB TOTALS</b>				\$ 73,803.90	\$ 61,042.83	\$ 36,625.70	\$ 24,417.13	\$ 24,417.13
<b>ENGINEERING AT 15% ASSESSABLE COST</b>				\$ 11,070.59	\$ 9,156.42	\$ 5,493.85	\$ 3,662.57	\$ 3,662.57
<b>ADMINISTRATIVE AT 5% ASSESSABLE COST</b>				\$ 3,690.20	\$ 3,052.14	\$ 1,831.28	\$ 1,220.86	\$ 1,220.86
<b>GRAND TOTALS</b>				\$ 88,564.68	\$ 73,251.39	\$ 43,950.83	\$ 29,300.56	\$ 29,300.56

**LYNN STREET FROM WEST END TO HOWELL  
LOCAL STREET**

**SPECIAL ASSESSMENT ROLL 2025-02**

**RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$73,251.39  
 TOTAL FRONT FOOTAGE 548.00

**CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:**

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$73,251.39	\$73,251.39	
CITY SHARE ≥ 60%	\$43,950.83	\$43,950.83	
PROPERTY SHARE @ ≤40%	\$29,300.56	\$29,300.56	
FRONT FOOT RATE: PROP SHARE/TOTAL FRONT FOOTAGE	\$53.47	\$53.47	
TOTAL ASSESSABLE FRONT FEET PER TYPE:	506.00	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$27,055.82	\$0.00	\$27,055.82

**SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:**

NORTH SIDE	\$	13,581.38
SOUTH SIDE	\$	13,474.44
TOTAL SPECIAL ASSESSMENT	\$	<u>27,055.82</u>



## MEMORANDUM

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

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DATE: November 18, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Jerome Avenue – Special Assessment Resolution No. 1

Each year the City considers a street program to improve selected City streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the City. Reconstructing and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The City assumes the remaining portion of the cost (public benefit portion). In recent years, the City has spread this amount as 60% public benefit and 40% property benefit of the assessable items. The City usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 3% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **November 18, 2024**.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

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

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

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

Tonight the council will be considering Resolution No. 1 for the proposed district(s) as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item. This street is proposed for construction in 2026 but will be bundled with the James Miner Trail project which will receive bids in Winter 2025.

Staff recommends authorization of Resolution No. 1 for the following proposed project:

Jerome Avenue: from 100 feet west of Hickory Street to Oakwood Avenue: Street Resurfacing (Crush, Shape, Resurface)

Resolution No. 2 will be introduced at a later time when the plans and estimate for the project are complete.

Attachment(s): Jerome Avenue Resolution No. 1

**MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10**



**RESOLUTION NO.**

**JEROME AVENUE  
FROM 100 FEET WEST OF HICKORY STREET TO OAKWOOD AVENUE  
SPECIAL ASSESSMENT RESOLUTION NO. 1**

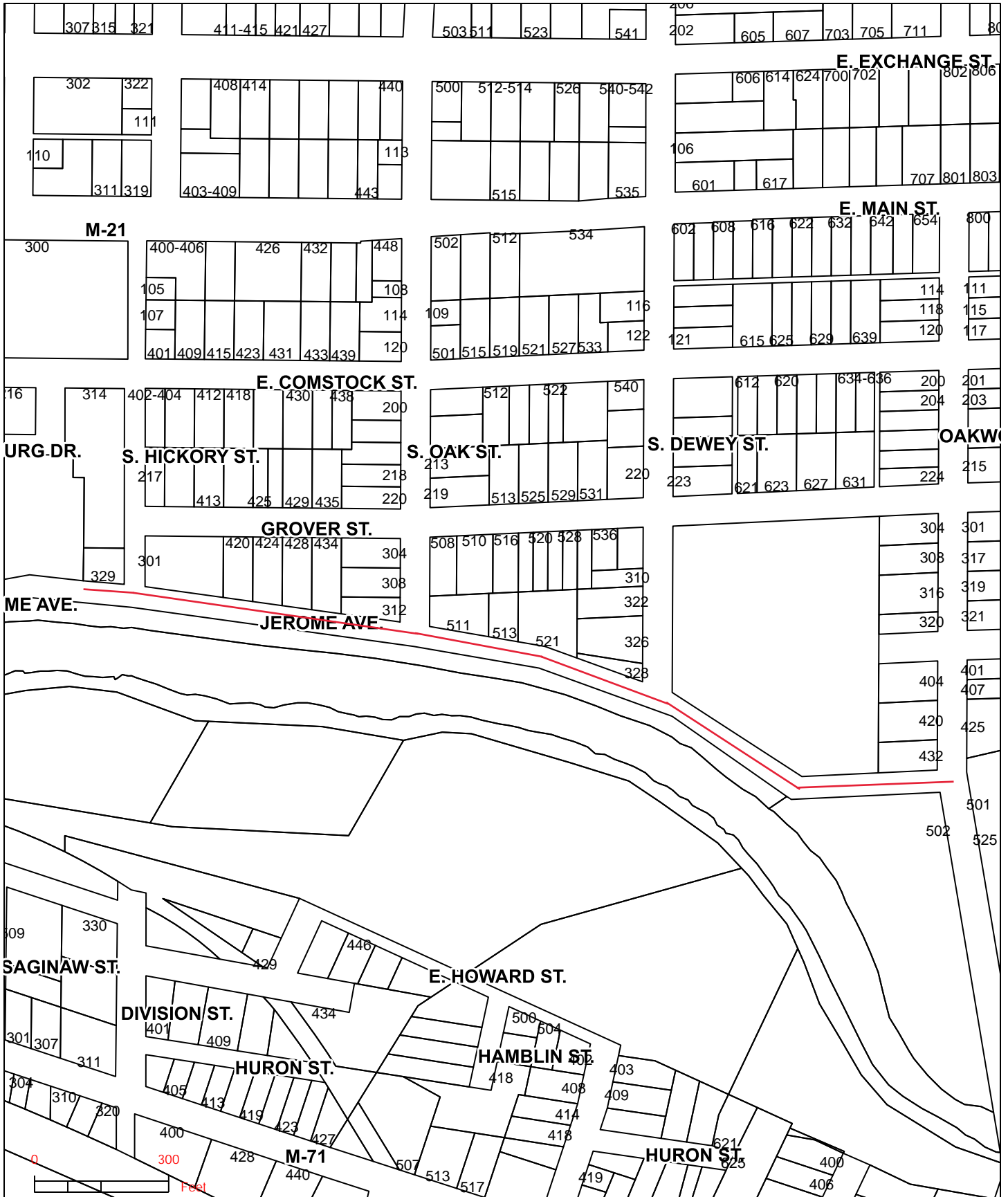
WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Jerome Avenue from 100 feet west of Hickory Street to Oakwood Avenue:  
Street Resurfacing**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.
2. The City Manager shall present said report to the City Council when same has been prepared.

# OWOSSO





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# ***MEMORANDUM***

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DATE: November 5, 2024  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1524

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Brian Drake, with First United Methodist Church, has requested the following street closures for The Living Nativity. Proof of insurance for this event is attached.

**LOCATION:**

**Block intersections North/Hickory, North/Washington, and North/Water. Traffic will be directed to King St. (signs supplied by church). North on Washington around church building and south on Water St. back to King St. Community radio watch will be in charge of the traffic control.**

**DATE:**

**December 7, 2024**

**TIME:**

**4:30pm-9:30pm**

The Public Safety Department has issued Traffic Control Order # 1524 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**  
**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1524	11/5/2024	9:00am

REQUESTED BY  
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL  
Street Closure

LOCATION OF CONTROL  
Block intersections North/Hickory, North/Washington, and North/Water.  
  
(Traffic will be directed to King St (signs supplied by church). North on Washington around church building and south on Water St. back to King St. Community radio watch will be in charge of the traffic control.)

EVENT:  
  
First United Methodist Church  
1500 N. Water Street  
The Living Nativity  
December 7, 2024  
4:30pm – 9:30pm

APPROVED BY COUNCIL

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

REMARKS



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

Rec'd 11/11/24

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: The Living Nativity

Applicant Name: First United Methodist Church Date: 10/29/2024

Primary Contact: Brian Drake Title: Set chair person

Address: 1500 N. Water

Phone: 989-277-4149 Email: bdrake7033@gmail.com

Requested Date(s): 12-07-2024 Requested Hours: 4:30pm-9:30pm

Area Requested (Parking Lot - Parade Route): Block intersections North/Hickory, North/Washington, and North/Water. Traffic will be directed to King St. (signs supplied by church). North on Washington around church building and south on Water st.

back to King st. Community radio watch will be in charge of the traffic control.

Detailed description of the use for which the request is made: Drive thru living nativity with building sets, live animals, actors, re-enactment of birth of Jesus Christ.

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

- Executed Hold Harmless Agreement
Map of the Event Area with Event location highlighted
Rules or policies applicable to persons participating in proposed event
Proof of Insurance
Request for Insurance Waiver
Application Fee

**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: Ben Dork Date: 10/29/24

**Information Regarding Required Documents**

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

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

**Proof of Insurance** – A Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event in the minimum amount of \$1,000,000 per occurrence. Coverage shall be endorsed to name the City of Owosso as additional insured and be primary and non-contributory to any other insurance the City has.

or

**Request for Insurance Waiver** - The City Council may waive the insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose. Check box if you are requesting waiver of insurance.

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

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

- \$30 Application (30-120 days prior to 1<sup>st</sup> day of event)  Additional: \_\_\_\_\_
- \$50 Additional MDOT Closure (M-21, M-71, M-52)  Additional: \_\_\_\_\_
- \$15 Additional-Expedited Fee (14-29 days prior to 1<sup>st</sup> day of event)  Additional: \_\_\_\_\_

**\$ 30.00 Total Due at Time of Application. Please make check payable to: City of Owosso.**

Do Not Write Below This Line - For Officials Use Only

Approved  Not Approved  Date: \_\_\_\_\_ Traffic Control Order Number \_\_\_\_\_

Copy of Rules & Regulations provided to Applicant

Wednesday, October 16, 2024

City Of Owosso, MI City Council,

I would like to request from the City of Owosso to close three intersections in the city of Owosso on December 7, 2024. The First United Methodist Church, 1500 N. Water St., Owosso is presenting The Living Nativity, on December 7, 2024 from 5:30 pm until 9:00 pm on the church grounds. The Living Nativity is a drive thru reenactment of the birth Of Jesus Christ, with 9 scenes featuring actors, and live animals. This year marks the 30<sup>th</sup> anniversary of The Living Nativity. This event attracts several hundred viewers. All donations are donated to local charities. Thus, the reason a request is being made to help with the flow of traffic, that has been done in the past.

The intersections that are being requested to be blocked off are 1) North street and Water street 2) North street and Washington street 3) North street and Hickory street. I would like to propose they be closed from 4:30 pm until 9:00 pm on that evening. Community Radio Watch has again volunteered to be in charge of traffic control. Large signs will be placed around the affected area to direct those attending the event to go to King street and then north on Washington street.

I thank you for your attention and will look forward to your approval, as previously done in the past several years. I can be reached at 989-277-4149.

Brian Drake

  
Chair of Scenes/ Living Nativity



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Lisa Coon	
Sovis Insurance Agency		<b>PHONE (A/C, No, Ext):</b> (989) 845-3400	<b>FAX (A/C, No):</b> (989) 845-2802
615 W. Broad St.		<b>E-MAIL ADDRESS:</b> lisac@sovisins.com	
P.O Box 385		<b>INSURER(S) AFFORDING COVERAGE</b>	
Chesaning MI 48616		INSURER A: Hastings Insurance Company	
		NAIC # 14176	
<b>INSURED</b>		<b>INSURER B:</b>	
First United Methodist Church of Owosso and		<b>INSURER C:</b>	
Noahs Ark Children Center		<b>INSURER D:</b>	
1500 N. Water Street		<b>INSURER E:</b>	
Owosso MI 48867		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 24/25

REVISION NUMBER:

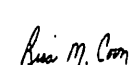
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP9732711	11/09/2024	11/09/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACV9732724	11/09/2024	11/09/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ULC 9733357	11/09/2024	11/09/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9732725	11/09/2024	11/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

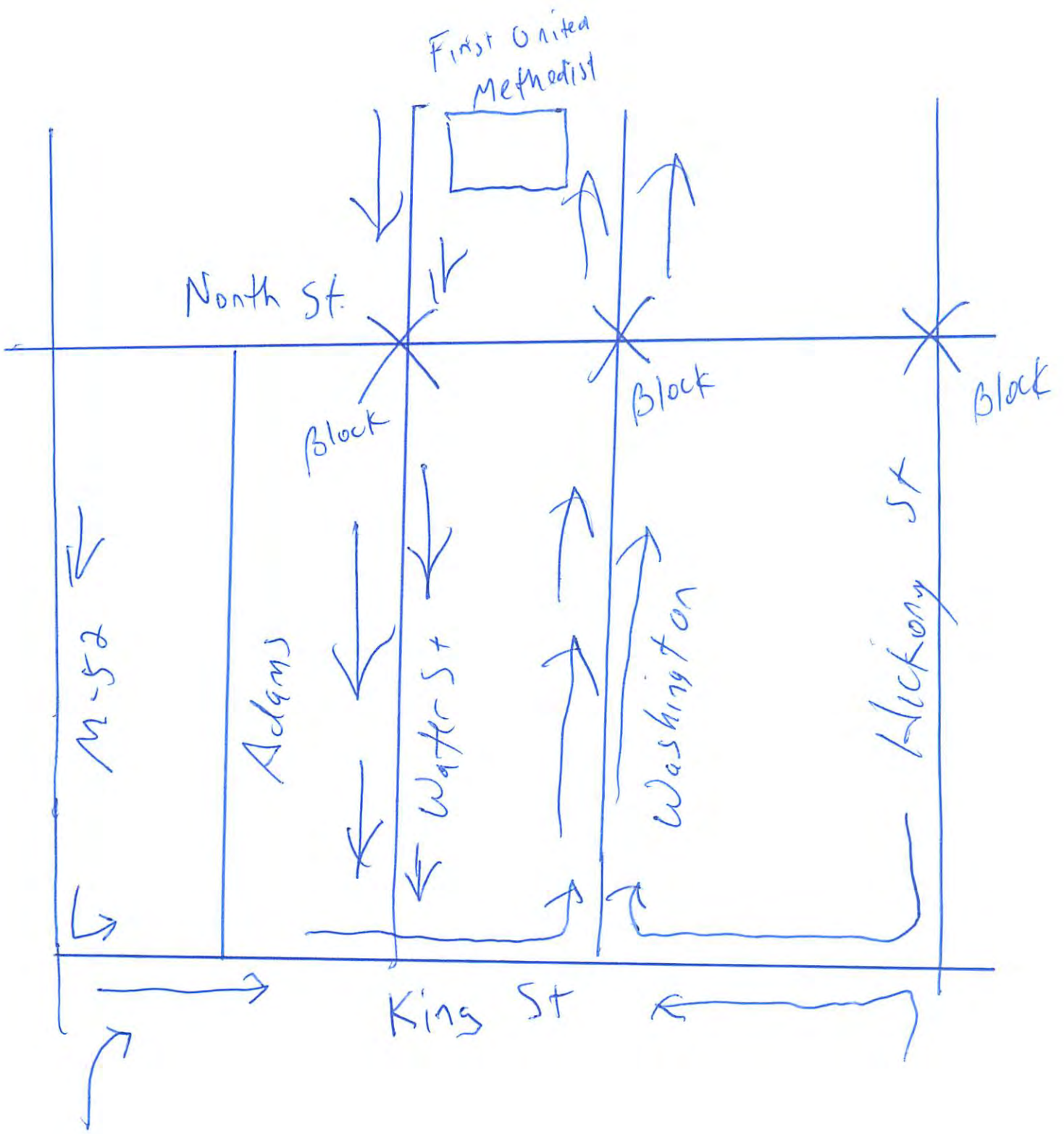
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The limits shown are those in effect at the inception date of coverage.

**CERTIFICATE HOLDER****CANCELLATION**

City of Owosso 301 W Main Street  Owosso MI 48867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: November 12, 2024

TO: City Council

FROM: Kevin Lenkart, Owosso Public Safety Chief

RE: Approve Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant Subcontract Amendment

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### **Recommendation:**

Approve amendment to the grant subcontract between the City of Owosso and Shiawassee Health and Wellness (SHW). The amendment will continue the COSSAP grant through 09-30-2025.

### **Background:**

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

Request City Council to approve the amendment to the grant subcontract between the City of Owosso and Shiawassee Health and Wellness.

### **Fiscal Impacts:**

None

Master Plan Goals: 3.1

**RESOLUTION NO.**

**APPROVE A GRANT CONTRACT AMENDMENT BETWEEN THE CITY OF OWOSSO AND SHIAWASSEE HEALTH AND WELLNESS**

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

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

WHEREAS, the grant has been extended through September 30, 2025 and amending the grant amount, requiring an amendment to the subcontract.

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

- FIRST: the amended subcontract between the City of Owosso and Shiawassee Health and Wellness is approved as presented.
- SECOND: the City will maintain satisfactory financial accounts, documents, and records and make them available to the Department for auditing at reasonable times.
- THIRD: the City will comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

# FY21 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM (COSSAP) GRANT CONTRACT AMENDMENT

**Subcontract  
Grant Agreement**

hereinafter referred to as the "Agreement"  
between

**CITY OF OWOSSO PUBLIC SAFETY**  
hereinafter referred to as the "Contractor"  
**Federal ID: 38-6004723**

and

**Shiawassee Health and  
Wellness**

Federal ID: 38-2790631 hereinafter  
referred to as the "Subcontractor" for

**MSP Project Number: COSSAP-06**

1. **Period of Agreement:**  
The Agreement period changed – 09/01/2022 through 9/30/2025.
2. **Funding Source and Agreement Amount:**  
The Agreement amount has been decreased by **\$233,214**, for a revised total of **\$45,835**.
3. **Contractor Signature:**  
The Authorized Official's signature below represents the Subcontractor's legal acceptance of this amendment to the original contract associated with **15PBJA-21-GG-04538-COAP**.

Contractor Name of Authorized Official	Title of Authorized Official
Signature	Date
Subcontractor Name of Authorized Official	Title of Authorized Official
Signature	Date

## PROGRAM BUDGET

**f) Subawards – \$45,835 for four years**

The Contractor will partner with Shiawassee Health and Wellness, a Shiawassee County community mental health agency. (Table 7).

**Table 7 | Contractor Subawards**

SUBAWARDEE	COMMENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Shiawassee Health and Wellness	Community-based harm reduction services	-	\$4,490	\$19,230	\$22,115
<b>TOTAL:</b>		-	\$4,490	\$19,230	\$22,115

**(1) Quick Response Team (QRT).** Shiawassee Health and Wellness will hire personnel to assist in the development and deployment of the City of Owosso QRT. Shiawassee Health and Wellness will also assist Owosso Public Safety.

**(2) Law Enforcement Assisted Diversion (LEAD).** Grant-funded personnel will serve dual roles, coordinating and engaging in the City of Owosso’s LEAD program. Shiawassee Health and Wellness will work with other Shiawassee County community mental health organizations, Owosso Public Safety, and the Shiawassee Prosecutor’s Office to develop a LEAD program for the City of Owosso and other Shiawassee County areas.

Total Subaward: \$45,835



# OWOSSO PUBLIC SAFETY

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## *MEMORANDUM*

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DATE: November 12, 2024

TO: Owosso City Council

FROM: Kevin Lenkart  
Public Safety Chief

RE: Amended Intergovernmental Agreement with Owosso Public Schools

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In 2013, the City Council approved a five-year contract with Owosso Public Schools to provide two school resource officers to Owosso Schools. The contract was renewed in 2018 and again in 2022. The attached revised agreement continues the contract while increasing the amount of pay from Owosso Schools. The increase in pay is due to the recent labor agreement between the City of Owosso and the Police Officers Labor Council.

The City's two officers are rotated through all of Owosso Schools and provide a bridge between the school district and the Owosso Police Department. Both Owosso Schools and the City of Owosso would like to continue the partnership of providing school resource officers to the school and community.

School resource officers provide a variety of roles within the Owosso School District. This includes the investigation of criminal matters within the school district, providing a law enforcement presence within Owosso Public Schools in order to facilitate a positive interaction between students and police officers. The daily presence of the officers provides an opportunity for them to better understand problems affecting youth in our community.

Recommendation: The City of Owosso requests approval of the contract agreement with Owosso Public Schools.

Master Plan Goals: 3.3, 7.1

**RESOLUTION NO.**

**APPROVING AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE  
OWOSSO PUBLIC SCHOOL DISTRICT FOR THE PROVISION OF POLICE OFFICERS TO  
SERVE AS SCHOOL RESOURCE OFFICERS**

WHEREAS, Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action, Section 3.1 General Powers, subsection B, of the *City Charter of the City of Owosso* authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts, and Section 11a(4) of the Revised School Code, MCL 380.11a(4) authorizes general powers school districts to enter into agreements and cooperative arrangements with other entities, public or private, as part of performing its functions; and

WHEREAS, this Agreement will enhance the public safety of the City of Owosso and the Owosso Public School District through the provision of police officers to serve as School Resource Officers;

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

FIRST: the City of Owosso has theretofore determined it is advisable and necessary and in the public interest to amend the contract with Owosso Public Schools for the provision of school resource officers, increasing the wage to reflect the latest union contract.

**INTERGOVERNMENTAL AGREEMENT  
CITY OF OWOSSO  
OWOSSO PUBLIC SCHOOLS**

This Agreement is made, entered into and effective on November 18, 2024 (the "Effective Date"), by and between the City of Owosso, a municipal corporation of the State of Michigan ("City"), and the Owosso Public School District ("School District").

**RECITALS**

Whereas, the City is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967 and Section 3.1 General Powers, subsection B of the *City Charter of the City of Owosso*; and

Whereas, the School District is authorized to enter into this Agreement pursuant to Section 11a (4) of the Revised School Code, MCL 380.11a(4); and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer (SRO) within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole. The goal of both parties is to increase public safety within the schools and the community as a whole.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

**TERMS:**

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Public Safety Department in the performance of this Agreement. In performing the services hereunder, the City shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including, but not limited to policies of School District's Board of Education and laws relating to the confidentiality of student information (e.g., FERPA, IDEA). It shall be the duty of the School District to provide all School Resource Officers with copies of current School District policies.
3. Pursuant and subject to the terms of this Agreement, the City shall provide two Owosso Police Officers to serve as School Resource Officers at schools located within the School District. The scope of services and exact school assignments shall be determined by mutual agreement between the City and the School District. The officers will be assigned to the School District during the normal school calendar year and assigned to the Owosso Police Department during the remainder of the year.



4. The City, in consultation with the Owosso Public Schools, shall determine the selection and placement process of all School Resource Officers. The City shall be solely responsible for selecting the personnel to serve as School Resource Officers. The City shall evaluate the performance of each School Resource Officer at least annually, and the School District shall reasonably cooperate in such evaluation. The comments of the School District as to performance shall be advisory and the City retains the final authority as to personnel decisions.
5. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.
6. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities and shall incorporate a schedule whereby the School District and the City can collaborate on all related issues. The School Resource Officers will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity. Both Parties shall approve the work plan and meeting schedule.
7. The City shall supervise the work of the School Resource Officers and provide the transportation and equipment necessary to accomplish all assignments.
8. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.
9. To the extent possible, the School Resource Officers shall be made available to the School District for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.
10. To the extent reasonably possible, mandatory Public Safety department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement.
11. In case of a police emergency, the City may call any School Resource Officer away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.

12. For the contract year of FY 2024/2025 the School District shall pay the City the amount listed below:

Cost for two Police Officers for 36 weeks: \$168,000.00

Total Cost: \$168,000.00

For each subsequent year thereafter, the cost will be adjusted to take into consideration the City's changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of September 1 of each year and the City shall provide preliminary cost data to the School District prior to August 1 of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

13. The School District shall pay the City on or about the following dates:

December 15  
March 15  
June 15

Checks will be made payable to:

City of Owosso  
Re: School Resource Officer

Send payments to:

City Treasurer  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

14. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers shall remain employees of the City of Owosso and shall be eligible for all benefits entitled to full time employees. School Resource Officers shall not be entitled to any benefits offered to School District employees.

15. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.

16. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.
17. The term of this Agreement shall expire on June 30, 2027, unless sooner terminated in accordance with the terms of this Agreement or as provided by law. In the event that the School District's State funding source for the School Resource Officer(s) is eliminated or impaired in such a way to preclude utilizing said funds for the School Resource Officer(s), notice will be given of the termination or need to revise the contract to the City of Owosso. A minimum of sixty (60) days' notice shall be given if such an event occurs.
18. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.
19. This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party.
20. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:
  - a. Materials, supplies and equipment will be primarily the responsibility of the City, and all materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.
  - b. Any incidental materials, supplies, or equipment purchased or provided by the School District for the development and implementation of this program shall remain the sole property of the School District.
21. The City shall be responsible for any damages or injuries caused by its performance of services under this Agreement. Notwithstanding the foregoing, the City and School District retain all of their respective rights to governmental immunity whether it be created by common law or statute and the Agreement will not be interpreted as waiving any of those rights. The School District shall be responsible for any damages or injuries caused by its performance of duties under this agreement.
22. The Contract Administrator for the City shall be Public Safety Director or their designee or successor. The Contract Administrator for the District shall be Superintendent or their designee or successor.
23. Pursuant to the requirements of Section 1230 and 1230a of the Revised School Code, the School District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City to regularly and continuously work as a School Resource Officer in any of School District's facilities or at program sites where the School District delivers educational programs and services. The City agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in School District's facilities or program sites (as defined above) if such person has been convicted of any of the following

offenses: (a) any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; (b) any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval or teacher certification); (c) any offense of a substantially similar enactment of the United States or another State; (d) any felony. Provided that with prior written approval of the Superintendent of School District and of its Board of Education an individual regularly and continuously providing services under this Agreement at School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of School District, such individual's presence will not pose a danger to the safety or security of School District students or employees; or (e) any offense that would, in the judgment of School District, create a potential risk to the safety and security of students served by School District or employees of School District.

School District reserves the right to refuse City's assignment of any individual, agent or employee of City to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in School District's judgment, unfitness to perform services under this Agreement.

- 24. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- 25. This Agreement contains the entire understanding of the parties as to its subject matter. There are no oral agreements not stated herein. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of \_\_\_\_\_.

For the School District:  
OWOSSO PUBLIC SCHOOLS

For the City:  
CITY OF OWOSSO

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

\_\_\_\_\_  
By:  
Its: Mayor

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

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



## MEMORANDUM

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

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**DATE:** November 18, 2024  
**TO:** Owosso City Council  
**FROM:** Clayton Wehner, Director of Engineering  
**SUBJECT:** 2025 Street Program – Contract Award

### RECOMMENDATION:

Approval of the low responsive bid from Glaeser Dawes Corporation (Flushing, MI) for the resurfacing of S Howell St and Lynn St as part of the 2025 Street Program in the amount of \$233,156.74, and authorization for the Mayor and City Clerk to sign the necessary contract documents.

### BACKGROUND:

On October 8, 2024, the City received bids for the 2025 Street Program. Work includes street resurfacing altogether with related work items on S Howell St from the south end to Clinton and on Lynn St from S Howell St to the west end. Glaeser Dawes Corporation is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$233,156.74. A resolution for awarding the 2025 Street Program to Glaeser Dawes Corporation and tabulation of bids received is included for your consideration.

### FISCAL IMPACTS:

The project is funded by the Local Streets Account Nos. 203-451-818.000-LYNNST2025 and 203-451-818.000-HOWELLST25 and other funds as appropriate, plus contingency funds for field adjustments by city staff are also requested in the amount of \$20,000.00.

**ATTACHMENTS:** Resolution, 2025 Street Program  
Bid Tabulation 2025 Street Program

**MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10**

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
GLAESER DAWES CORPORATION FOR  
THE 2025 STREET PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to perform street improvements along S Howell St and Lynn St as set forth in the contract documents; and

WHEREAS, the city has sufficient funds to perform said improvements from its Local Street funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2025 Street Program, and a bid was received from Glaeser Dawes Corporation and it is hereby determined that Glaeser Dawes Corporation is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Glaeser Dawes Corporation for the 2025 Street Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Glaeser Dawes Corporation in the amount of \$233,156.74.
- THIRD: The accounts payable department is authorized to pay Glaeser Dawes Corporation for work satisfactorily completed on the project up to the bid Contract amount of \$233,156.74, plus a contingency amount not to exceed \$20,000.00 for field adjustments authorized by city staff, for a total of \$253,156.74.
- FOURTH: The above expenses shall be paid from Local Street Account Nos. 203-451-818.000-LYNNST2025 and 203-451-818.000-HOWELLST25 and other funds as appropriate.

CITY OF OWOSSO BID TABULATION SHEET

DATE 10/8/2024

DEPT. Engineering

Page 1

SUBJECT: 2025 Street Program

Road & Storm Sewer: Items 1-50

Bid Contained Math Error

Engineer's Estimate

Glaeser Dawes Corp  
4130 Commerce Drive  
Flushing, MI 48433  
810-487-1560

DCC Construction  
10266 Lapeer Rd  
Davison, MI 48423  
810-658-4322

ITEM #	DESCRIPTION	EST. QTY	UNIT	Engineer's Estimate		Glaeser Dawes Corp		DCC Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$17,100	1	LSUM	\$ 17,200.00	\$ 17,200.00	\$ 17,195.84	\$ 17,195.84	\$ 17,200.00	\$ 17,200.00
2	Dr Structure, Rem	2	Ea	\$ 500.00	\$ 1,000.00	\$ 363.48	\$ 726.96	\$ 300.00	\$ 600.00
3	Sewer, Rem, Less than 24 inch	36	Ft	\$ 20.00	\$ 720.00	\$ 13.08	\$ 470.88	\$ 40.00	\$ 1,440.00
4	Curb and Gutter, Rem	17	Ft	\$ 10.00	\$ 170.00	\$ 9.37	\$ 159.29	\$ 10.00	\$ 170.00
5	Pavt, Rem	47	Syd	\$ 15.00	\$ 705.00	\$ 7.95	\$ 373.65	\$ 11.00	\$ 517.00
6	Sidewalk, Rem	33	Syd	\$ 15.00	\$ 495.00	\$ 5.47	\$ 180.51	\$ 9.00	\$ 297.00
7	Embankment, CIP	60	Cyd	\$ 20.00	\$ 1,200.00	\$ 6.96	\$ 417.60	\$ 50.00	\$ 3,000.00
8	Excavation, Earth	7	Cyd	\$ 15.00	\$ 105.00	\$ 9.08	\$ 63.56	\$ 50.00	\$ 350.00
9	Subgrade Undercutting, Special	100	Syd	\$ 50.00	\$ 5,000.00	\$ 71.89	\$ 7,189.00	\$ 62.00	\$ 6,200.00
10	Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ 125.00	\$ 375.00	\$ 93.98	\$ 281.94	\$ 300.00	\$ 900.00
11	Subbase, CIP	15	Cyd	\$ 20.00	\$ 300.00	\$ 34.94	\$ 524.10	\$ 110.00	\$ 1,650.00
12	Aggregate Base, 9 inch, Modified	208	Syd	\$ 20.00	\$ 4,160.00	\$ 32.12	\$ 6,680.96	\$ 35.00	\$ 7,280.00
13	HMA Base Crushing and Shaping, Modified	1822	Syd	\$ 3.25	\$ 5,921.50	\$ 6.10	\$ 11,114.20	\$ 10.00	\$ 18,220.00
14	Asphalt Cement Stabilized Base Course, 4 inch	1,822	Syd	\$ 4.25	\$ 7,743.50	\$ 9.77	\$ 17,800.94	\$ 12.00	\$ 21,864.00
15	Asphalt Cement Binder	2,913	Gal	\$ 4.50	\$ 13,108.50	\$ 7.33	\$ 21,352.29	\$ 7.00	\$ 20,391.00
16	Material, Surplus and Unsuitable, Rem, LM	40	Cyd	\$ 25.00	\$ 1,000.00	\$ 75.24	\$ 3,009.60	\$ 40.00	\$ 1,600.00
17	Maintenance Gravel	50	Ton	\$ 30.00	\$ 1,500.00	\$ 39.06	\$ 1,953.00	\$ 45.00	\$ 2,250.00
18	Approach, CI I, LM	32	Cyd	\$ 50.00	\$ 1,600.00	\$ 77.06	\$ 2,465.92	\$ 115.00	\$ 3,680.00
19	Shld, CI I	99	Ton	\$ 35.00	\$ 3,465.00	\$ 44.67	\$ 4,422.33	\$ 56.00	\$ 5,544.00
20	Trenching, Modified	4.7	Sta	\$ 300.00	\$ 1,410.00	\$ 656.04	\$ 3,083.39	\$ 460.00	\$ 2,162.00
21	Sewer, SDR-26, 10 inch, Tr Det B, Modified	129	Ft	\$ 80.00	\$ 10,320.00	\$ 93.22	\$ 12,025.38	\$ 70.00	\$ 9,030.00
22	Sanitary Service, Conflict	2	Ea	\$ 1,500.00	\$ 3,000.00	\$ 1,191.72	\$ 2,383.44	\$ 1,800.00	\$ 3,600.00
23	Abandoned Gas Main, Conflict	2	Ea	\$ 750.00	\$ 1,500.00	\$ 463.67	\$ 927.34	\$ 500.00	\$ 1,000.00
24	Dr Structure, Tap, 10 inch	2	Ea	\$ 500.00	\$ 1,000.00	\$ 531.15	\$ 1,062.30	\$ 850.00	\$ 1,700.00
25	Dr Structure Cover, Adj, Case 1	2	Ea	\$ 750.00	\$ 1,500.00	\$ 610.49	\$ 1,220.98	\$ 1,000.00	\$ 2,000.00
26	Dr Structure, Temp Lowering	2	Ea	\$ 600.00	\$ 1,200.00	\$ 538.19	\$ 1,076.38	\$ 250.00	\$ 500.00
27	Dr Structure Cover, Type EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$ 850.00	\$ 1,700.00	\$ 1,010.80	\$ 2,021.60	\$ 1,035.00	\$ 2,070.00
28	Dr Structure Cover, Type EJ 1040 w/ Type N Oval Grate	3	Ea	\$ 850.00	\$ 2,550.00	\$ 907.95	\$ 2,723.85	\$ 960.00	\$ 2,880.00
29	Dr Structure, 36 inch dia, Modified	2	Ea	\$ 3,000.00	\$ 6,000.00	\$ 2,044.25	\$ 4,088.50	\$ 2,300.00	\$ 4,600.00
30	Dr Structure, 48 inch dia, Modified	1	Ea	\$ 3,500.00	\$ 3,500.00	\$ 3,740.13	\$ 3,740.13	\$ 3,000.00	\$ 3,000.00
31	HMA, 13A	448	Ton	\$ 100.00	\$ 44,800.00	\$ 156.04	\$ 69,905.92	\$ 143.00	\$ 64,064.00
32	Cement	2	Ton	\$ 300.00	\$ 600.00	\$ 305.24	\$ 610.48	\$ 112.00	\$ 224.00
33	Driveway, Nonreinf Conc, 6 inch	35	Syd	\$ 60.00	\$ 2,100.00	\$ 127.63	\$ 4,467.05	\$ 112.00	\$ 3,920.00
34	Detectable Warning Surface, Modified	10	Ft	\$ 100.00	\$ 1,000.00	\$ 91.57	\$ 915.70	\$ 114.00	\$ 1,140.00
35	Sidewalk, Conc, 4 inch	24	Sft	\$ 10.00	\$ 240.00	\$ 11.27	\$ 270.48	\$ 39.00	\$ 936.00
36	Sidewalk, Conc, 6 inch	114	Sft	\$ 10.00	\$ 1,140.00	\$ 11.77	\$ 1,341.78	\$ 20.00	\$ 2,280.00
37	Curb Ramp, Conc, 4 inch	209	Sft	\$ 10.00	\$ 2,090.00	\$ 20.97	\$ 4,382.73	\$ 16.00	\$ 3,344.00
38	Curb Ramp, Conc, 7 inch	52	Sft	\$ 10.00	\$ 520.00	\$ 23.27	\$ 1,210.04	\$ 21.00	\$ 1,092.00
39	Water Shutoff, Adj, Temp, Case 1	12	Ea	\$ 350.00	\$ 4,200.00	\$ 341.21	\$ 4,094.52	\$ 1,000.00	\$ 12,000.00
40	Gate Box, Adj, Temp, Case 1	5	Ea	\$ 500.00	\$ 2,500.00	\$ 483.68	\$ 2,418.40	\$ 1,000.00	\$ 5,000.00
41	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$ 150.00	\$ 150.00	\$ 79.36	\$ 79.36	\$ 75.00	\$ 75.00
42	Minor Traf Devices, Max \$5,000	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 2,079.50	\$ 2,079.50	\$ 5,000.00	\$ 5,000.00

SUBJECT: 2025 Street Program

Cont. Page 1

Road & Storm Sewer: Items 1-50

Engineer's Estimate

Glaeser Dawes Corp  
4130 Commerce Drive  
Flushing, MI 48433  
810-487-1560

DCC Construction  
10266 Lapeer Rd  
Davison, MI 48423  
810-658-4322

ITEM #	DESCRIPTION	EST. QTY	UNIT	Engineer's Estimate		Glaeser Dawes Corp		DCC Construction	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
43	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 30.00	\$ 750.00	\$ 23.20	\$ 580.00	\$ 22.00	\$ 550.00
44	Sign, Type B, Temp, Prismatic, Furn & Oper	66	Sft	\$ 5.00	\$ 330.00	\$ 6.10	\$ 402.60	\$ 6.00	\$ 396.00
45	Pedestrian Type II Barricade, Temp	4	Ea	\$ 125.00	\$ 500.00	\$ 152.62	\$ 610.48	\$ 140.00	\$ 560.00
46	Turf Establishment, Performance	925	Syd	\$ 10.00	\$ 9,250.00	\$ 8.46	\$ 7,825.50	\$ 13.00	\$ 12,025.00
47	Post, Steel, 3 lb	48	Ft	\$ 10.00	\$ 480.00	\$ 10.99	\$ 527.52	\$ 10.00	\$ 480.00
48	Sign, Type III, Erect, Salv	3	Ea	\$ 75.00	\$ 225.00	\$ 91.57	\$ 274.71	\$ 84.00	\$ 252.00
49	Sign, Type III, Rem	3	Ea	\$ 25.000	\$ 75.00	\$ 61.05	\$ 183.15	\$ 66.00	\$ 168.00
50	Post, Mailbox	1	Ea	\$ 140.00	\$ 140.00	\$ 240.96	\$ 240.96	\$ 250.00	\$ 250.00
<b>TOTAL BID ROAD AND STORM SEWER:</b>					\$ 175,538.50		\$ 233,156.74		\$ 259,451.00
<b>LOCAL PREFERENCE ADJUSTMENT:</b>									
<b>TOTAL BID WITH LOCAL PREFERENCE ADJUSTMENT:</b>									



Road & Storm Sewer: Items 1-50

				Rieth-Riley Construction Co.,Inc 4150 S Crytes Rd Lansing, MI 48917 517-599-2849		Leavitt & Starck Excavating 16220 National Parkway Lansing, MI 48906 517-323-7630	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$17,100	1	LSUM	\$ 17,200.00	\$ 17,200.00	\$ 17,200.00	\$ 17,200.00
2	Dr Structure, Rem	2	Ea	\$ 1,000.00	\$ 2,000.00	\$ 2,500.00	\$ 5,000.00
3	Sewer, Rem, Less than 24 inch	36	Ft	\$ 50.00	\$ 1,800.00	\$ 250.00	\$ 9,000.00
4	Curb and Gutter, Rem	17	Ft	\$ 50.00	\$ 850.00	\$ 15.00	\$ 255.00
5	Pavt, Rem	47	Syd	\$ 25.00	\$ 1,175.00	\$ 25.50	\$ 1,198.50
6	Sidewalk, Rem	33	Syd	\$ 25.00	\$ 825.00	\$ 15.00	\$ 495.00
7	Embankment, CIP	60	Cyd	\$ 100.00	\$ 6,000.00	\$ 41.67	\$ 2,500.20
8	Excavation, Earth	7	Cyd	\$ 200.00	\$ 1,400.00	\$ 6.00	\$ 42.00
9	Subgrade Undercutting, Special	100	Syd	\$ 75.00	\$ 7,500.00	\$ 58.55	\$ 5,855.00
10	Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00
11	Subbase, CIP	15	Cyd	\$ 150.00	\$ 2,250.00	\$ 17.00	\$ 255.00
12	Aggregate Base, 9 inch, Modified	208	Syd	\$ 40.00	\$ 8,320.00	\$ 74.84	\$ 15,566.72
13	HMA Base Crushing and Shaping, Modified	1822	Syd	\$ 10.00	\$ 18,220.00	\$ 3.70	\$ 6,741.40
14	Asphalt Cement Stabilized Base Course, 4 inch	1,822	Syd	\$ 10.00	\$ 18,220.00	\$ 30.00	\$ 54,660.00
15	Asphalt Cement Binder	2,913	Gal	\$ 4.00	\$ 11,652.00	\$ 15.00	\$ 43,695.00
16	Material, Surplus and Unsuitable, Rem, LM	40	Cyd	\$ 50.00	\$ 2,000.00	\$ 17.50	\$ 700.00
17	Maintenance Gravel	50	Ton	\$ 200.00	\$ 10,000.00	\$ 35.00	\$ 1,750.00
18	Approach, Cl I, LM	32	Cyd	\$ 100.00	\$ 3,200.00	\$ 30.00	\$ 960.00
19	Shld, Cl I	99	Ton	\$ 60.00	\$ 5,940.00	\$ 40.15	\$ 3,974.85
20	Trenching, Modified	4.7	Sta	\$ 2,000.00	\$ 9,400.00	\$ 480.00	\$ 2,256.00
21	Sewer, SDR-26, 10 inch, Tr Det B, Modified	129	Ft	\$ 125.00	\$ 16,125.00	\$ 200.00	\$ 25,800.00
22	Sanitary Service, Conflict	2	Ea	\$ 500.00	\$ 1,000.00	\$ 5,000.00	\$ 10,000.00
23	Abandoned Gas Main, Conflict	2	Ea	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00
24	Dr Structure, Tap, 10 inch	2	Ea	\$ 200.00	\$ 400.00	\$ 375.00	\$ 750.00
25	Dr Structure Cover, Adj, Case 1	2	Ea	\$ 1,000.00	\$ 2,000.00	\$ 750.00	\$ 1,500.00
26	Dr Structure, Temp Lowering	2	Ea	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
27	Dr Structure Cover, Type EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$ 1,800.00	\$ 3,600.00	\$ 750.00	\$ 1,500.00
28	Dr Structure Cover, Type EJ 1040 w/ Type N Oval Gate	3	Ea	\$ 1,800.00	\$ 5,400.00	\$ 750.00	\$ 2,250.00
29	Dr Structure, 36 inch dia, Modified	2	Ea	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00
30	Dr Structure, 48 inch dia, Modified	1	Ea	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
31	HMA, 13A	448	Ton	\$ 200.00	\$ 89,600.00	\$ 161.00	\$ 72,128.00
32	Cement	2	Ton	\$ 550.00	\$ 1,100.00	\$ 100.00	\$ 200.00
33	Driveway, Nonreinf Conc, 6 inch	35	Syd	\$ 100.00	\$ 3,500.00	\$ 175.00	\$ 6,125.00
34	Detectable Warning Surface, Modified	10	Ft	\$ 145.00	\$ 1,450.00	\$ 50.00	\$ 500.00
35	Sidewalk, Conc, 4 inch	24	Sft	\$ 25.00	\$ 600.00	\$ 30.00	\$ 720.00
36	Sidewalk, Conc, 6 inch	114	Sft	\$ 15.00	\$ 1,710.00	\$ 25.00	\$ 2,850.00
37	Curb Ramp, Conc, 4 inch	209	Sft	\$ 22.00	\$ 4,598.00	\$ 25.00	\$ 5,225.00
38	Curb Ramp, Conc, 7 inch	52	Sft	\$ 27.00	\$ 1,404.00	\$ 60.00	\$ 3,120.00
39	Water Shutoff, Adj, Temp, Case 1	12	Ea	\$ 800.00	\$ 9,600.00	\$ 400.00	\$ 4,800.00
40	Gate Box, Adj, Temp, Case 1	5	Ea	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00
41	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$ 300.00	\$ 300.00	\$ 145.00	\$ 145.00
42	Minor Traf Devices, Max \$5,000	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00

SUBJECT: 2025 Street Program

Road & Storm Sewer: Items 1-50

Rieth-Riley Construction Co., Inc  
 4150 S Crytes Rd  
 Lansing, MI 48917  
 517-599-2849

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
43	Plastic Drum, Fluorescent, Fum & Oper	25	Ea	\$ 50.00	\$ 1,250.00	\$ 32.50	\$ 812.50
44	Sign, Type B, Temp, Prismatic, Fum & Oper	66	Sft	\$ 20.00	\$ 1,320.00	\$ 5.00	\$ 330.00
45	Pedestrian Type II Barricade, Temp	4	Ea	\$ 50.00	\$ 200.00	\$ 126.00	\$ 504.00
46	Turf Establishment, Performance	925	Syd	\$ 10.00	\$ 9,250.00	\$ 15.14	\$ 14,004.50
47	Post, Steel, 3 lb	48	Ft	\$ 20.00	\$ 960.00	\$ 12.00	\$ 576.00
48	Sign, Type III, Erect, Salv	3	Ea	\$ 200.00	\$ 600.00	\$ 115.00	\$ 345.00
49	Sign, Type III, Rem	3	Ea	\$ 200.00	\$ 600.00	\$ 50.00	\$ 150.00
50	Post, Mailbox	1	Ea	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00
TOTAL BID ROAD AND STORM SEWER:					\$ 306,419.00		\$ 352,439.67
LOCAL PREFERENCE ADJUSTMENT:							
TOTAL BID WITH LOCAL PREFERENCE ADJUSTMENT:							

DEPT. HEAD: Clayton Wehner  
 PURCH. AGENT: [Signature] 10-17  
 STAFF REC.: Glaeser Dawes Corp

GENERAL LIABILITY INSURANCE  
 EXPIRATION DATE: 5/6/2025  
 WORKERS COMPENSATION INSURANCE  
 EXPIRATION DATE: 5/6/2025  
 SOLE PROPRIETORSHIP  
 EXPIRATION DATE: NA

AWARDED: \_\_\_\_\_  
 COUNCIL APPROVED: \_\_\_\_\_  
 PO NUMBER: \_\_\_\_\_

Howell St. 203,451,818.000 - Howell St 25  
 Lynn St. 203,451,818.000. by 11/17/2025



## MEMORANDUM

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

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**DATE:** November 18, 2024

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

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

**SUBJECT:** WTP Electrical Grounding Issues – Fishbeck Engineering Services

### RECOMMENDATION:

Authorization to amend the Agreement between the City of Owosso and Fishbeck of Lansing, Michigan dated September 7, 2021 in the amount of \$225,000.00 as addendum No.8, for providing engineering design, bidding services, and construction administration services for the Electrical Grounding Issues project at the Water Treatment Plant.

### BACKGROUND:

The Owosso Water Treatment Plant (WTP) receives two medium-voltage (8,320Y/4,800-volt, 3-phase) primary electrical services from Consumers Energy. Primary circuits run to the site overhead, presumably via independent routes from separate utility substations. One service is referred to as the Stewart Circuit and the other is the Oakwood Circuit. There are pole-mounted primary disconnect switches on each overhead service. The switch on the south service appears to be missing several parts that would allow it to be operated from grade. The switch on the north service appears to be intact. Consumers Energy meters each service via pole-mounted primary metering equipment.

There are two banks of pole-mounted transformers that step power down to 480-volts, 3-phase. The WTP is on a primary rate schedule with Consumers Energy, so the City owns and is responsible for maintaining the transformer banks and primary switches. Each transformer bank is 500 Kilovolt Amperes (KVA) and consists of three 167 KVA transformers. The transformers appear to be connected in a delta configuration and are pole-mounted to keep them out of the 100-year floodplain.

A 480-volt, 3-phase, 3-wire power is routed from each transformer bank underground to a double-ended, 800-amp switchboard that includes a main-tie-main circuit breaker configuration. The main and tie circuit breakers are kirk-key interlocked to prevent paralleling. Each main and tie circuit breaker is 3-pole, 600-amps. The WTP typically operates with both main circuit breakers closed, and the tie opened.

A 300 Kilowatt (KW) standby diesel generator with sub-base fuel storage tank is provided on the Oakwood circuit ahead of the double-ended switchboard. A 3-pole automatic transfer switch (ATS) is used to switch between utility and generator during power outages.

From the double-ended switchboard, circuits are routed to distribution panels MDP, MDP-R, and MDP-L. Panel MDP is normally on the Stewart Circuit, and Panels MDP-R and MDP-L are normally on the Oakwood Circuit. Panels MDP-R and MDP-L are connected as a common panel via feed-through lugs. Panel MDP feeds High Service Pump #1 and High Service Pump #2 (150 horsepower [HP] each). Significant loads on Panels MDP-R and MDP-L include High Service Pump #3 and High Service Pump #4 (150 HP each), MCC-1, Backwash Pump #1 and Back Wash Pump #2 (40 HP each), Air Compressor #1 (15 HP), Air Compressor #2 (25 HP), and Air Compressor #3 (25 HP), sump pump, welder, autoclave, Panels DP4 (Well 1) and DP5 (Rapid Mix Room), several step-down transformers/panel boards, and HVAC equipment. Panels MDP, MDP-R, and MDP-L do not include main circuit breakers; they are protected by the 3-pole, 600-amp main circuit breakers in the double-ended switchboard.

MCC-1 includes a 3-pole, 400-amp main circuit breaker. It is fed via a 3-pole, 250-amp feeder circuit breaker in Panel MDP-L. Loads on MCC-1 include the lime silo, carbon dioxide (CO<sub>2</sub>) storage tank control panel, two (2) aerator blowers, four (4) solids contact clarifier drives, two (2) sludge pumps, HVAC equipment, and step-down transformer/panel board.

Following are observed deficiencies from the Water Treatment Plant Performance Evaluation performed by Fishbeck in 2023:

- A grounding connection on the pole with the north transformer bank appears to be broken (disconnected). The connection is supposed to bond the transformers to a driven grounding electrode (rod) at the base of the pole. The connection on the pole with the south transformer bank appears to be intact.
- Because each transformer bank is 3-wire and connected in a delta configuration, there are no neutral (grounded) connections between the transformers and WTP power distribution system. There are no return paths for fault currents so overcurrent protective devices (i.e., fuses and circuit breakers) may not trip on faults and short circuits.
- It appears that individual equipment grounding conductors are not provided between the transformers and power distribution equipment. Instead, rigid steel conduits are used as the equipment grounding conductors. This means fault currents likely ‘bleed to ground’ as they try to return to their source (the pole-mounted transformers). Fuses and circuit breakers may not trip on faults and short circuits.
- The grounding of the generator could not be confirmed and there does not appear to be an equipment grounding conductor between the generator and ATS.
- There does not appear to be a grounding electrode connection to the WTP water service as required by the National Electrical Code (NEC).
- Equipment grounding conductors have not been provided in individual feeder and branch circuits as required by the NEC. Instead, cable trays are bonded to a main grounding bus next to the double-ended switchboard. It appears that the cable tray is used as a common equipment grounding conductor. Fuses and circuit breakers may not trip on faults and shorts. Fault currents that pass through the cable tray(s) can impact other equipment whose feeder and branch circuits are routed via the cable tray.
- There appears to be several grounding electrodes (rods) outside the WTP building in the

vicinity of the generator, near where the underground 480-volt conduits from the pole-mounted transformers enter the building. It is unclear whether the rods are bonded to other items that are required to all be bonded together (per the NEC) to form a grounding electrode system.

- The building grounding electrode system is supposed to include connections to the pole-mounted primary switch grounding electrodes, pole-mounted transformer grounding electrodes, building water service, effectively grounded building steel, and power distribution system grounding electrodes. The exact configuration of the grounding electrode system could not be verified.
- Equipment grounding conductor and grounding electrode conductor sizes may be smaller than what is required by the NEC.
- Dry-type, step-down transformers inside the WTP appear to be grounded (bonded) at their disconnects and transformers themselves. Per the NEC, they are supposed to be bonded at only one location.

Improper grounding can have detrimental effects on electrical and electronic equipment. Improvements to the grounding system are necessary to improve the safety and reliability of the WTP.

WTP – Electrical Grounding Issues Engineering Tasks:

- Task 1 – Preliminary Design
- Task 2 – Final Design
- Task 3 – Bidding Assistance
- Task 4 – Construction Administration

Estimated cost breakdown of each category:

• Preliminary Design (Task 1)	\$ 80,000.00
• Final Design (Tasks 2)	\$ 55,000.00
• Bidding Services (Task 3)	\$ 15,000.00
• <u>Construction Services (Task 4)</u>	<u>\$ 90,000.00</u>
<b>TOTAL</b>	<b>\$225,000.00</b>

\*\*\*Tasks 3 & 4 – Bidding Services & Construction Services are contingent upon the City securing loan funding through the State’s DWSRF program.

**FISCAL IMPACTS:**

Capital replacement engineering services will be funded from and chargeable to account 591-901-972.200.

**Document originated by:** Ryan E. Suchanek

**Attachments:** (1) Resolution  
(2) Proposal

**RESOLUTION NO.**

**APPROVAL OF ADDENDUM NO. 8 TO THE AGREEMENT BETWEEN  
THE CITY OF OWOSSO AND FISHBECK FOR ENGINEERING DESIGN  
AND CONSTRUCTION SERVICES FOR ELECTRICAL IMPROVEMENTS  
AT THE WATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will fund from the State of Michigan's Drinking Water State Revolving Fund (DWSRF) for Electrical Grounding Improvements at the Water Treatment Plant; and

WHEREAS, key components of the electrical system are not in line with NEC requirements, and pose potential safety and reliability issues, and Fishbeck of Lansing, Michigan has provided a proposal for the necessary engineering services to replace this aged equipment; and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the design, bid specification development, and construction administration services to replace the aged equipment, and hereby recommends authorizing Fishbeck to provide these engineering services in the amount of \$225,000.00.

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 contract with Fishbeck for design services to replace the aged equipment at the Water Treatment Plant.
- SECOND: the Accounts Payable department is authorized to submit payment to Fishbeck in the amount of \$225,000.00 for these services.
- THIRD: Task 3 – Bidding Phase Services, and Task 4 – Construction Services are contingent upon the City securing loan funding through the State's DWSRF program.
- FOURTH: the above expenses shall be paid from the fund 591-901-972.200.

**ADDENDUM NO. 8 TO AN AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES WITH  
FISHBECK  
FOR THE WTP ELECTRICAL GROUNDING & EQUIPMENT IMPROVEMENTS PROJECT**

This addendum is attached and made part of the agreement for professional engineering services dated September 7, 2021 between the city of Owosso, Michigan (owner) and Fishbeck, Thompson, Carr & Huber, Inc. dba Fishbeck (Engineer) providing for professional services.

ADDENDUM NO. 8

WTP ELECTRICAL GROUNDING & EQUIPMENT IMPROVEMENTS PROJECT ENGINEERING  
SERVICES

PROJECT SCOPE OF WORK

The project scope of work is attached as Proposal for Professional Services: Design and Construction of Water Treatment Plant Electrical Grounding and Equipment Improvements – DWSRF.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule - Schedule shown beginning as soon as authorized and completed by June 30, 2026.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Professional Services Fees. Preliminary Design phase which totals \$80,000.00, Final Design phase which totals \$55,000.00, Bidding Services phase which totals \$15,000.00, and Construction Services in the amount of \$75,000.00. The Bidding Services phase and the Construction Services phase are contingent upon the City receiving DWSRF loan funding for the project. The engineer shall submit for payment based on monthly progress of the work.

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

Approved November 18, 2024.  
For the engineer:

Fishbeck

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

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

Executed: \_\_\_\_\_, 2024

For the owner:

City of Owosso, Michigan

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

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

Executed: \_\_\_\_\_, 2024

November 11, 2024

Ryan Suchanek  
Director of Public Services & Utilities  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

### **Proposal for Professional Services**

### **Design and Construction of Water Treatment Plant Electrical Grounding and Equipment Improvements – DWSRF**

Fishbeck is pleased to provide the City of Owosso (City) with this proposal for professional engineering services related to the design and construction of the Water Treatment Plant (WTP) Electrical Grounding and Equipment Improvements as recommended in the DWSRF 2025 Project Planning Document, dated May 29, 2024. This proposal includes a general description of our understanding of the project, proposed scope, schedule, and fees for engineering services.

## **Statement of Understanding**

The Owosso WTP receives two medium-voltage (8,320Y/4,800-volt, 3-phase) primary electrical services from the local utility company (Consumers Energy). Primary circuits run to the site overhead, presumably via independent routes from separate utility substations. One service is referred to as the Stewart Circuit and the other is the Oakwood Circuit. There are pole-mounted primary disconnect switches on each overhead service. The switch on the south service appears to be missing several parts that would allow it to be operated from grade. The switch on the north service appears to be intact. Consumers Energy meters each service via pole-mounted primary metering equipment (i.e., current transformers and potential transformers).

There are two banks of pole-mounted transformers that step power down to 480-volts, 3-phase. The WTP is on a primary rate schedule with Consumers Energy, so the City owns and are responsible for maintaining the transformer banks and primary switches. Each transformer bank is 500 Kilovolt Amperes (KVA) and consists of three 167 KVA transformers. The transformers appear to be connected in a delta configuration and are pole-mounted to keep them out of the 100-year floodplain.

A 480-volt, 3-phase, 3-wire power is routed from each transformer bank underground to a double-ended, 800-amp switchboard that includes a main-tie-main circuit breaker configuration. The main and tie circuit breakers are kirk-key interlocked to prevent paralleling. Each main and tie circuit breaker is 3-pole, 600-amps. The WTP typically operates with both main circuit breakers closed, and the tie opened.

A 300 Kilowatt (KW) standby diesel generator with sub-base fuel storage tank is provided on the Oakwood circuit ahead of the double-ended switchboard. A 3-pole automatic transfer switch (ATS) is used to switch between utility and generator during power outages.

From the double-ended switchboard, circuits are routed to distribution panels MDP, MDP-R, and MDP-L. Panel MDP is normally on the Stewart Circuit, and Panels MDP-R and MDP-L are normally on the Oakwood Circuit. Panels MDP-R and MDP-L are connected as a common panel via feed-through lugs. Panel MDP feeds High Service Pump Nos. 1 and 2 (150 horsepower [HP] each). Significant loads on Panels MDP-R and MDP-L include High Service Pump Nos. 3 and 4 (150 HP each), MCC-1, Backwash Pump Nos. 1 and 2 (40 HP each), Air Compressor



Nos. 1 (15 HP), 2 (25 HP), and 3 (25 HP), sump pump, welder, autoclave, Panels DP4 (Well 1) and DP5 (Rapid Mix Room), several step-down transformers/panelboards, and HVAC equipment. Panels MDP, MDP-R, and MDP-L do not include main circuit breakers; they are protected by the 3-pole, 600-amp main circuit breakers in the double-ended switchboard.

MCC-1 includes a 3-pole, 400-amp main circuit breaker. It is fed via a 3-pole, 250-amp feeder circuit breaker in Panel MDP-L. Loads on MCC-1 include the lime silo, carbon dioxide (CO<sub>2</sub>) storage tank control panel, (2) aerator blowers, four solids contact clarifier drives, two sludge pumps, HVAC equipment, and step-down transformer/panelboard.

Following are observed deficiencies from the *Water Treatment Plant Performance Evaluation* performed by Fishbeck in 2023:

- *A grounding connection on the pole with the north transformer bank appears to be broken (disconnected). The connection is supposed to bond the transformers to a driven grounding electrode (rod) at the base of the pole. The connection on the pole with the south transformer bank appears to be intact.*
- *Because each transformer bank is 3-wire and connected in a delta configuration, there are no neutral (grounded) connections between the transformers and WTP power distribution system. There are no return paths for fault currents so overcurrent protective devices (i.e., fuses and circuit breakers) may not trip on faults and short circuits.*
- *It appears that individual equipment grounding conductors are not provided between the transformers and power distribution equipment. Instead, rigid steel conduits are used as the equipment grounding conductors. This means fault currents likely 'bleed to ground' as they try to return to their source (the pole-mounted transformers). Fuses and circuit breakers may not trip on faults and short circuits.*
- *The grounding of the generator could not be confirmed and there does not appear to be an equipment grounding conductor between the generator and ATS.*
- *There does not appear to be a grounding electrode connection to the WTP water service as required by the National Electrical Code (NEC).*
- *Equipment grounding conductors have not been provided in individual feeder and branch circuits as required by the NEC. Instead, cable trays are bonded to a main grounding bus next to the double-ended switchboard. It appears that the cable tray is used as a common equipment grounding conductor. Fuses and circuit breakers may not trip on faults and shorts. Fault currents that pass through the cable tray(s) can impact other equipment whose feeder and branch circuits are routed via the cable tray.*
- *There appears to be several grounding electrodes (rods) outside the WTP building in the vicinity of the generator, near where the underground 480-volt conduits from the pole-mounted transformers enter the building. It is unclear whether the rods are bonded to other items that are required to all be bonded together (per the NEC) to form a grounding electrode system.*
- *The building grounding electrode system is supposed to include connections to the pole-mounted primary switch grounding electrodes, pole-mounted transformer grounding electrodes, building water service, effectively grounded building steel, and power distribution system grounding electrodes. The exact configuration of the grounding electrode system could not be verified.*
- *Equipment grounding conductor and grounding electrode conductor sizes may be smaller than what is required by the NEC.*
- *Dry-type, step-down transformers inside the WTP appear to be grounded (bonded) at their disconnects and transformers themselves. Per the NEC, they are supposed to be bonded at only one location.*

Improper grounding can have detrimental effects on electrical and electronic equipment. Improvements to the grounding system are necessary to improve the reliability and safety of the WTP.

The following improvements were recommended to be implemented in the Project Planning Document:

- An 800-amp double-ended switchboard with two 3-pole, 600-amp main circuit breakers; 3-pole, 600-amp tie circuit breaker; and corresponding kirk-key interlocks will be provided to replace the existing switchboard. It is assumed the existing ATS, generator, and downstream distribution panels will be reused. The new switchboard will be service entrance rated, suitable for use on a 3-phase, 4-wire power distribution system, and include metering along with integral surge protection on each side.
- A new pole-mounted, gang-operated primary switch will be provided on the south service to meet NEC requirements related to customer-owned service disconnects.
- Two new banks of pole-mounted transformers and associated conduit and wiring between the transformers and building will be provided to ensure that overcurrent protective devices (fuses and circuit breakers) trip properly. The new services will be 3-phase, 4-wire and include grounded (neutral) and equipment grounding conductors.
- The WTP grounding electrode system will be modified to include driven electrodes at the pole-mounted primary switches, pole-mounted transformers, and building along with connections to WTP water service and effectively grounded building steel.
- Feeder and branch circuits (greater than 100-amperes) will be modified to include appropriately sized equipment grounding conductors.
- Surge protective devices will be added to existing Panels MDP, MDP-R, and MDP-L.

These improvements will help bring the electrical equipment at the WTP in line with NEC requirements and improve the operational safety and reliability of the WTP.

## Scope of Services

### ***Task 1 – Preliminary Design***

We propose the following services as part of preliminary design.

1. Conduct a project kickoff meeting with the City to identify key project goals and objectives, establish communication protocols, and review approval procedures. If the City wishes, ELGE can be included in this meeting.
2. Develop a project schedule for design, bidding, and construction.
3. Review constructability and construction sequencing to determine how/if plant operations will be impacted.
4. Develop a basis of design for the proposed improvements for use in the permitting process.
5. Prepare preliminary drawings (site plan, one line diagram, power plan, grounding detail, etc.).
13. Prepare a preliminary list of specifications to be included in the bidding documents.
14. Prepare a preliminary list of drawings to be included in the bidding documents.
15. Prepare an opinion of probable construction cost based on the preliminary design documents.

### ***Task 2 – Final Design***

1. Progress the design to the 90% design documents level and submit for review by the project stakeholders, including the City and EGLE, as applicable. Coordinate review comments and incorporate applicable comments into the bidding documents.
2. Assist the City in the preparation of the DWSRF Part I, II, and III applications, and prepare drawings, specifications and bid documents that conform to the DWSRF requirements.
3. Coordinate contractual requirements with the City specifically relating to bonding, insurance, liquidated damages, and dispute resolution.

4. Prepare Divisions 00 and 01 front end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC) as required. These documents will identify contractual and administrative requirements.
5. Prepare technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) 50 division numbering format.
6. Prepare final drawings for bidding purposes.
7. Update the opinion of probable construction cost to reflect the 90% design documents.
8. Complete internal quality assurance/quality control (QA/QC) procedures, which will include the City and EGLE reviews, as applicable. Incorporate applicable review comments into the final design documents.
9. Submit the bidding documents and permit application to EGLE and secure the Act 399 Construction Permit issued by EGLE, if required. The permit application will be submitted following completion of the design. Fishbeck will prepare the permit application, coordinate the review with EGLE, and respond to EGLE comments. The time to review and approve the permit is dependent on agency workload, although keeping the agency informed regarding the design progress can facilitate a faster review of the final design submittal. The permitting process may need to be conducted concurrently with bidding, depending on the schedule. Electrical equipment replacements may be considered maintenance activities and not require EGLE review or an Act 399 Construction Permit. This will be confirmed during preliminary design.

### ***Task 3 – Bidding Assistance***

1. Assist the City with preparation of an advertisement for bid.
2. Coordinate distribution of drawings and specifications to potential bidders.
3. Attend and conduct a prebid meeting at the WTP.
4. Respond to bidders' questions and issue addenda, as applicable.
5. Assist the City in evaluation of the bids and identify qualified bids for City selection of a Contractor for award.
6. Assist the City in the award of the project construction by providing the necessary forms and documents.

### ***Task 4 – Construction Administration***

1. Review the Contractor's bonds and insurance information and assist the City in the execution of the contract documents by providing the necessary forms and documents.
2. Assist the City to maintain compliance with DWSRF requirements, including conducting certified payroll tracking, wage rate interviews, material certifications and completion of related administrative forms.
3. Schedule and lead preconstruction meeting, including preparation of agenda, meeting minutes, and follow-up.
4. Review Contractor's shop drawing, sample, and testing submittals.
5. Respond in writing to the Contractor's requests for information (RFIs) and issue clarifications and interpretations to the contract documents, as applicable, including recommending change orders and work change directives to the Owner as applicable.
6. Review detailed construction drawings, schedule information, and other data which the contractor is required to submit for compliance with design concepts.
7. Consult and advise the City as to the acceptability of substitute materials and equipment that may be proposed by the Contractor.
8. Attend progress meetings, approximately monthly, with the Contractor, subcontractors, and City representatives.
9. Attend preinstallation meetings with the Contractor and subcontractors as noted in the project specifications.
10. Visit the site at intervals appropriate to the various stages of construction and notify the Contractor of defective work, if applicable. Site visits will be conducted by the project manager, lead or specific discipline engineers, or other qualified personnel dependent on the progress of the Work.

11. Provide clarifications and interpretations during the construction. Issue bulletins and change orders, as appropriate.
12. Keep the City informed regarding progress of the Work. Review Contractor applications for payment and provide recommendations for payment to the City.
13. Make recommendations for the replacement or correction of defective work, as necessary.
14. Review operation and maintenance manual documentation from the Contractor for new equipment.
15. Provide start-up assistance in conjunction with the start-up and training specified to be provided by equipment suppliers. This generally includes attendance during equipment start-up, coordination with suppliers to resolve operational or controls-related problems, and verification of equipment operation.
16. Review the completed Work to verify substantial completion. Develop a project closeout punch list.
17. Review Contractor project closeout documents, including waivers of lien, consent of surety, and warranties.
18. Conduct a final inspection to verify project completion.
19. Provide project record drawings to the City based on the Contractor’s as-built documentation (redlines). Two full size copies, two reduced size copies, and one electronic copy of the record drawings will be delivered to the City.

## Key Assumptions

Our proposal and fees are based on the following assumptions.

1. The proposal includes attendance at two meetings during design in Owosso for discussion of items related to the design, funding, and applicable reviews by project stakeholders and other interested parties, such as utilities, regulators, and EGLE DWRP staff.
2. This proposal assumes in-person attendance at up to four monthly construction progress meetings. Participation in additional progress meeting will be done virtually. It is assumed the general Contractor will conduct these meetings, including producing agendas and documentation of minutes.
3. This proposal includes three site visits during construction to observe construction progress, one visit to develop a punch list, and one visit for final inspection.
4. The City will pay permitting fees except for building permits, which will be obtained and paid for by the installing contractor(s).
5. Local construction permits will be the responsibility of the installing contractor(s).
6. Project cost is budgeted at \$1.54M.

## Schedule

The project is currently approved as a Quarter 3.5 project through the DWSRF program. We are available to begin preliminary design upon receiving authorization. Preliminary design will be completed in 6 weeks; final design will be completed eight weeks after preliminary design. Our schedule includes one week for City reviews. Documents will be available for bidding in April 2025.

## Professional Services Fees

We propose to complete the scope of services described herein for a lump sum fee of \$225,000.

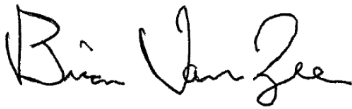
Phase	Total
Preliminary Design	\$80,000
Final Design	\$55,000
Bidding Services	\$15,000
Construction Services	\$75,000
Total	\$225,000

## Authorization

This proposal is made subject to the Terms and Conditions of the standing Professional Services Agreement between the City of Owosso and Fishbeck, dated September 7, 2021.

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

Sincerely,

A handwritten signature in black ink that reads "Brian Van Zee". The signature is written in a cursive style with a large initial "B".

**Brian Van Zee**

Senior Water and Wastewater Engineer

By email



## MEMORANDUM

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

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**DATE:** November 18, 2024

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

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

**SUBJECT:** Wells Rehab and Abandonment – Fishbeck Engineering Services

### RECOMMENDATION:

Authorization to amend the Agreement between the City of Owosso and Fishbeck of Lansing, Michigan dated September 7, 2021 in the amount of \$249,000.00 as addendum No.9, for providing engineering design, bidding services, and construction administration services for rehabbing two municipal wells, and abandoning a third.

### BACKGROUND:

The City of Owosso has two wells that are due for a rehabilitation in order to maintain them as both, reliable and capable of being drinking water quality municipal wells. As well as to protect the sites, and the source water of the drinking water for the residents of the City of Owosso and the surrounding communities also being served by the City's Water Treatment Plant. Specifically, Palmer 2 well, and Local Well 1, are the two wells due and in need of rehabilitation and upgrades. This work includes:

- Building
- Electrical
- Mechanical
- Security

Additionally, the abandonment of Palmer 1 well is needed. This work includes:

- Permanent electrical disconnect
- Isolation of the raw water main
- Demolition of all piping and the well building
- Demolition of the concrete foundation
- Contracted legal abandonment of the well by a qualified contractor
- Site cleanup and restoration

This project is essential to ensuring a safe and resilient water supply for the City of Owosso and surrounding communities, by maintaining and upgrading critical infrastructure and modernizing systems to meet current and future demands.

Wells Rehab and Abandonment Engineering Tasks:

- Task 1 – Preliminary Design
- Task 2 – Final Design
- Task 3 – Bidding Assistance
- Task 4 – Construction Administration

Estimated cost breakdown of each category:

• Design (Task 1 & Task 2)	\$145,000.00
• Bidding Services (Task 3)	\$ 9,000.00
• <u>Construction Services (Task 4)</u>	<u>\$ 95,000.00</u>
<b>TOTAL</b>	<b>\$249,000.00</b>

\*\*\*Tasks 3 & 4 – Bidding Services & Construction Services are contingent upon the City securing loan funding through the State’s DWSRF program.

**FISCAL IMPACTS:**

Capital replacement engineering services will be funded from and chargeable to account 591-901-972.200-DWRF788001.

**Document originated by:** Ryan E. Suchanek

**Attachments:** (1) Resolution  
(2) Proposal

**RESOLUTION NO.**

**APPROVAL OF ADDENDUM NO. 9 TO THE AGREEMENT BETWEEN  
THE CITY OF OWOSSO AND FISHBECK  
FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES  
FOR IMPROVEMENTS AT WELLS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will fund from the State of Michigan's Drinking Water State Revolving Fund (DWSRF) for drinking water wells improvements and the abandonment of one well; and

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

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services are necessary for the design, bid specification development, and construction administration services to replace the aged equipment, and hereby recommends authorizing Fishbeck to provide these engineering services in the amount of \$249,000.00.

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 contract with Fishbeck for engineering services to replace the aged equipment at the Palmer 2 well and Local Well 1, and abandon the Palmer 1 well.

SECOND: the Accounts Payable department is authorized to submit payment to Fishbeck in the amount of \$249,000.00 for these services.

THIRD: Task 3 – Bidding phase, and Task 4 – Construction phase are contingent upon the City securing loan funding through the State's DWSRF program.

FOURTH: the above expenses shall be paid from the fund 591-901-972.200-DWRF788001.



**ADDENDUM NO. 9 TO AN AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES WITH  
FISHBECK  
FOR THE 2025 SUPPLY WELL IMPROVEMENTS PROJECT**

This addendum is attached and made part of the agreement for professional engineering services dated September 7, 2021 between the city of Owosso, Michigan (owner) and Fishbeck, Thompson, Carr & Huber, Inc. dba Fishbeck (Engineer) providing for professional services.

ADDENDUM NO. 9

2025 SUPPLY WELL IMPROVEMENTS PROJECT ENGINEERING SERVICES

PROJECT SCOPE OF WORK

The project scope of work is attached as Consulting Engineering Services: WTP Wells Project for 2025 DWSRF.

SCHEDULE

The schedule for the project is attached as Addenda: Project Timeline/Schedule - Schedule shown beginning as soon as authorized and completed by June 30, 2026.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Fee Proposal. Design phase which totals \$145,000.00, Bidding phase which totals \$9,000.00, and Construction phase in the amount of \$95,000.00. The Bidding phase and the Construction phase are contingent upon the City receiving DWSRF loan funding for the project. The engineer shall submit for payment based on monthly progress of the work.

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

Approved November 18, 2024.

For the engineer:

Fishbeck

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

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

Executed: \_\_\_\_\_, 2024

For the owner:

City of Owosso, Michigan

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

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

Executed: \_\_\_\_\_, 2024



# Consulting Engineering Services

**The City of Owosso**  
WTP Wells Project for 2025 DWSRF

November 11, 2024



# Qualifications and Project Understanding

# Fishbeck Overview



## ESTABLISHED

1956

## COMPANY TYPE

100% employee-owned corporation

## TOTAL PERSONNEL

650+

## LOCATIONS

16 offices throughout Michigan, Ohio, and Indiana

## WEBSITE

[www.fishbeck.com](http://www.fishbeck.com)

Fishbeck is a professional architectural/engineering, civil engineering, environmental, and construction services consulting firm that serves educational, governmental, healthcare, commercial, industrial, and private clients. Our range of services and integrated project approach provides our clients with specifically suited, innovative solutions. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships. Our specialists are committed to providing creative, value-driven services and exceptional results.

We are listeners, collaborators, and partners. Fishbeck's ability to connect across our numerous in-house disciplines allows us to see the big picture and, because we approach each project from many different perspectives, gives us an unparalleled ability to innovate.

**ALL IN ONE.** It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.



## ARCHITECTURE AND ENGINEERING

- Architecture
- Building Enclosure Commissioning
- Electrical
- Energy Assessment
- Facility Condition Assessment
- Interior Design
- Mechanical
- Parking Planning/Design/Restoration
- Structural
- Systems Commissioning

## INFRASTRUCTURE ENGINEERING

- Construction Engineering/Inspection
- Geospatial Services
- Site Development
- Stormwater Management
- Traffic/TIS
- Transportation
- Wastewater Collection
- Wastewater Treatment
- Water Distribution
- Water Storage
- Water Supply/Treatment

## ENVIRONMENTAL SCIENCES

- Air Quality
- Asbestos/Lead/Demolition Management
- Brownfield Redevelopment
- Environmental Management and Compliance
- Environmental Site Assessment
- Industrial Hygiene
- Remediation
- Wetland and Ecological

## CONSTRUCTION

- Construction Management
- Cost Estimating
- Design/Build
- Preconstruction
- Reconstruction and Cost Reduction Studies
- Scheduling

November 11, 2024

Ryan Suchanek  
Director of Public Services & Utilities  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

## **Proposal for Professional Services for the City of Owosso** **Design and Construction of Supply Well Improvements - DWSRF**

Owosso is a beautiful, historic city, and improving water filtration plant wells is vital for modernizing infrastructure to support its water supply and safety standards. Upgrading Palmer Street Well 2 and Local Well 1 will enhance the reliability and security of Owosso's water system, meeting current industry standards and future needs. We are pleased to submit our proposal for professional services to support the design and construction improvements for the Palmer Street and Local Well sites. This proposal shows how our experience aligns with this project. It includes a general description of our understanding of the project, proposed scope, schedule, and fee for engineering services.

This project is essential to ensuring a safe and resilient water supply for Owosso's residents by upgrading critical infrastructure and modernizing systems to meet current and future demands. With experience in delivering compliant, sustainable, and cost-effective solutions, our team is committed to helping Owosso achieve its water system goals under the Drinking Water State Revolving Fund (DWSRF) program.

Our approach includes a structured scope of services: beginning with preliminary and final design phases, followed by bidding assistance, and continuing through construction administration. We will support each project stage with comprehensive deliverables, including wellhouse demolition and replacement, regulatory abandonment procedures, compliance with DWSRF applications, and construction oversight. Our preliminary design efforts will address constructability, operations impact, and cost estimation, while the final design will incorporate detailed technical specifications, drawings, and a robust quality control process with input from EGLE and city stakeholders.

Please feel free to reach out with any questions or if further clarification is needed at 517.887.4099 or [bvanzee@fishbeck.com](mailto:bvanzee@fishbeck.com). We look forward to the opportunity to work with you to enhance Owosso's water infrastructure and safeguard the community's water quality and reliability.

Sincerely,

  
**Brian Van Zee**

Senior Water and Wastewater Engineer

# Statement of Understanding

Improvements to water filtration plant wells safeguards water quality for nearly 16,000 residents and includes the legal abandonment and demolition of Palmer Well 1 to remove obsolete infrastructure and reduce environmental risks. These updates reflect Owosso's commitment to a resilient water system that supports its vibrant community and quality of life. The following provides a detailed outline of site preparation and construction specifications for the LW 1 and PS W2 wellhouse improvements. It highlights the proposed actions for each site, addressing structural modifications, equipment reuse, and utility configurations. Key areas covered include:

- The LW 1 and PS W2 wellhouse buildings will be removed and replaced. The existing well pumps and process equipment will remain in service. The new wellhouses will have masonry block walls, insulated brick veneer, and a metal roof.
- PS W1 will be abandoned according to regulatory requirements, and the raw water main will be cut, capped, and filled to prevent cross-contamination. All above-grade assets will be removed, and the site will be restored.
- LW-1 is powered via the plant generator.
- PS-W2 is powered via the generator at PS-W3.
- The new control panel and ATS at PS-W2 will be reused (relocated to the new wellhouse), and communication to the control system will be reused.
- Reuse (relocate) control panel at LW-1; reuse communication to control system.
- Both sites have all-new electrical (electromagnetic flow meter inside building, VFD, power distribution equipment, surge protection).
- LW-1 is to function the same as Juniper.
- Prefer prefab building at LW-1.
- Include chemical injection provisions at PS-W2.
- Electric heat at both stations.
- We need to confirm that the existing foundation and pad for PS-W2 are suitable for reuse.
- Provide a security fence at PS-W2; you may not need vehicle access to the driveway and gate. Include provisions for crane truck access.

# Scope of Services

## Task 1—Preliminary Design

We propose the following services as part of the preliminary design.

- Conduct a project kickoff meeting with the City to identify key project goals and objectives, establish communication protocols, and review approval procedures. If the City wants, EGLE can be included in this meeting.
- Create a preferred design layout according to City standards.
- Develop a project schedule for design, bidding, and construction.
- Review the constructability and construction sequencing to determine how plant operations will be impacted.
- Plan a design basis for proposed improvements in the permitting process.
- Draft preliminary drawings as follows:
  - Preliminary floor plan.
  - Process schematic.
  - Preliminary piping plan.
  - Electrical one-line diagram.
  - Control system configuration diagram.
- Compose a preliminary list of specifications to be included in the bidding documents.
- Assemble a preliminary list of drawings to be included in the bidding documents.
- Prepare an opinion of probable construction cost based on the preliminary design documents.

## Task 2—Final Design

- Develop the design to a 90% level and submit it for review by the project stakeholders, including the City and EGLE, as applicable. Coordinate review comments and implement applicable comments into the bidding documents.
- Help the City prepare the DWSRF Part I, II, and III applications and prepare drawings, specifications, and bid documents that conform to the DWSRF requirements.
- Coordinate contractual requirements related to bonding, insurance, liquidated damages, and dispute resolution with the City.
- Prepare Divisions 00 and 01 front-end specifications to include the Standard General Conditions of the Construction Contract by the Engineers Joint Contract Documents Committee (EJCDC) as required. These documents will identify contractual and administrative requirements.
- Prepare technical specifications for bidding purposes. The specifications will follow the current Construction Specification Institute (CSI) 50 division numbering format.
- Prepare final drawings for bidding purposes in major subdivisions, including demolition, structural, architectural, process, civil, and electrical as applicable to the project.
- Update the opinion of the probable construction cost for the work reflected in 90% of design documents.
- Complete internal quality assurance/quality control (QA/QC) procedures, including City and EGLE reviews, as applicable. Incorporate applicable review comments into the final design documents.
- Submit the bidding documents and permit application to EGLE and secure the Act 399 construction permit issued by EGLE. The permit application will be submitted after the design has been completed. Fishbeck will prepare the permit application, coordinate the review with EGLE, and respond to EGLE comments. The time to review and approve the permit depends on the agency's workload. However, keeping the agency informed regarding the design progress can facilitate a faster review of the final design submittal. Depending on the schedule, the permitting process may need to be conducted concurrently with bidding.



## Task 3—Bidding Assistance

- Help the City prepare an advertisement for bid.
- Coordinate distribution of drawings and specifications to prospective bidders.
- Attend and conduct a prebid meeting at the WTP.
- Respond to bidders' questions and issue addenda when applicable.
- Support the evaluation of bids to identify qualified contractors for the City's award selection.
- Aid the City in awarding the project construction by providing the necessary forms and documents.



## Task 4—Construction Administration

- Review the contractor's bonds and insurance information and provide the necessary forms and documents to help the city execute the contract documents.
- Help the City maintain compliance with DWSRF requirements by conducting certified payroll tracking, wage rate interviews, material certifications, and completing related administrative forms.
- Schedule and lead the preconstruction meeting, including preparing the agenda, meeting minutes, and follow-up.
- Review the contractor's shop drawing, sample, and testing submittals.
- Provide clarifications and interpretations of contract documents during construction, responding in writing to the contractor's RFIs as needed. Issue bulletins, change orders, and work change directives as appropriate and recommend change orders to the owner when applicable.
- Review detailed construction drawings, shop drawings, schedule information, and other data the contractor must submit to comply with design concepts.
- Consult and advise the City on the acceptability of substitute materials and equipment the contractor may propose.
- Attend progress meetings, approximately monthly, with the contractor, subcontractors, and city representatives.
- Attend preinstallation meetings with the Contractor and subcontractors as noted in the project specifications.
- Visit the site at intervals appropriate to the various stages of construction and notify the contractor of defective work, if applicable. Depending on the progress of the work, the project manager, lead engineers, specific discipline engineers, or other qualified personnel will conduct site visits.
- Inform the City about the progress of the work. Review contractor payment applications and recommend payment to the City.
- Make recommendations for replacing or correcting defective work as necessary.
- Review the contractor's operation and maintenance manual documentation for new equipment.
- Provide start-up assistance in conjunction with the start-up and training specified by equipment suppliers. This generally includes attendance during equipment start-up, coordination with suppliers to resolve operational or controls-related issues, and verification of control system operation.
- Review the completed work to verify substantial completion. Develop a project closeout punch list.
- Review contractor project closeout documents, including lien waivers, consent of surety, and warranties.
- Conduct a final inspection to verify project completion.
- Provide project record drawings to the City based on the contractor's as-built documentation (i.e., redlines). Two full-size copies, two reduced-size copies, and one electronic copy of the record drawings will be delivered to the City.
- Provide part-time observation of the work. The proposal includes one onsite day per week during major construction until substantial completion, with periodic visits afterward to verify punch list completion. Fees cover a total of 600 hours for onsite observation.



# Key Assumptions

Our proposal and fees are based on the following assumptions.

- Site improvements are limited to placement and grading of new wellhouse sites.
- Upgrades to the SCADA system and operator interface screens are limited to screen(s) for the wellhouses.
- Attend three meetings during design in Owosso to discuss items related to the design, funding, and applicable reviews by project stakeholders and other interested parties, such as utilities, regulators, and EGLE DWRP staff.
- If applicable, Fishbeck will subcontract geotechnical services for two soil borings, footing, backfill requirements, and dewatering.
- Attendance of 12 monthly construction progress meetings. We assume the general contractor will conduct these meetings, including producing agendas and documenting minutes.
- Fishbeck will attend up to two preinstallation meetings at the job site.
- The City will pay permitting fees, excluding building permits, which will be obtained and paid for by the installing contractors.
- Construction contractors will be responsible for local construction permits.
- A third-party independent testing agency will conduct construction materials testing and special inspections, and these services will be paid out of a cash allowance.

## Schedule

The project is approved as a Quarter 3.5 project through the DWSRF program, which provides low-interest loans and grants for improvements in drinking water infrastructure. This designation indicates that the project aligns with funding timelines and criteria set for the third quarter of the fiscal year, with a mid-quarter funding target. Approval under this designation allows the project to access the financial resources necessary to support planning, construction, and compliance efforts to enhance safe drinking water supply and infrastructure reliability.

## Professional Services Fees

We propose to complete the scope of services described herein for a lump sum fee of \$249,000.

## Authorization

This proposal is subject to the terms and conditions of the standing professional services agreement between the City of Owosso and Fishbeck, dated September 7, 2021.

**ALL IN ONE.** It's our mantra at Fishbeck as we strive to make your life easier. With so many services in-house, and so many offices to provide local service, Fishbeck is your all-in-one solutions provider.

# Examples and References



## WATER TREATMENT PLANT IMPROVEMENTS CITY OF LUDINGTON, MICHIGAN

### PROJECT DATA

Start Date: September 2016  
 Completion Date: December 2018  
 Construction Cost: \$8.7 million  
 Engineering Fee: \$1.2 million

### REFERENCE

Mitch Foster  
 231.845.6237

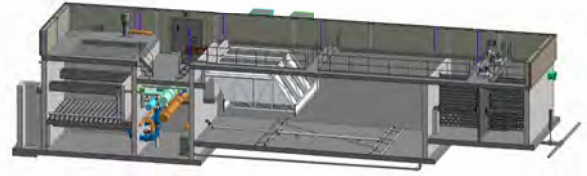
### AWARDS

2020 Engineering Honorable  
 Conceptor Award - American Council  
 of Engineering Companies/Michigan

In 2016, the City of Ludington retained Fishbeck to complete extensive upgrades to its water treatment plant. We used an innovative design approach to increase the rated capacity of the facility from 3.2-MGD to 8.0-MGD without increasing the footprint of the building. A large degree of planning and sequencing, including multiple plant-wide shutdowns, were necessary to accomplish these improvements. Major components of the project included:

- Owner procurement of the pretreatment equipment including flocculation, sedimentation, and sludge collection equipment.
- Retrofitting one existing solids contact clarifier into two baffled flocculation and high-rate sedimentation basins.
- Retrofitting the other solids contact clarifier into two dual-media filters and new chemical storage and feed rooms.
- Upgrading two high-service pumps, including the addition of VFDs.
- Process Improvements: New chemical feed systems including fluoride, alum, and sodium hypochlorite.
- Electrical Improvements: new electrical switchgear, motor control centers, standby generator, and SCADA improvements.
- Building Improvements: replaced heating and ventilation equipment and upgraded the building façade, including a roof replacement.

Fishbeck has also assisted the City with distribution system planning, having completed their reliability study, general plan, and water asset management plan. That work included hydraulic model development and calibration and capital improvements planning for the plant and distribution system. Work also included the development of GIS mapping and water service inventory under a Pilot Drinking Water Community Water Supply Grant awarded to the City in 2018.



## WATER TREATMENT PLANT AND WATER MAIN IMPROVEMENTS

CITY OF ST. CLAIR, MICHIGAN

### PROJECT DATA

Start Date: May 2023

Estimated Completion Date: 2025

Estimated Cost: \$11.83 million

### REFERENCE

Thom Fountain

810.334.1763

In 2022, Fishbeck began design on extensive improvements to the City of St. Clair water treatment plant. The existing plant was constructed in 1978 and has seen no significant upgrades since then. Increased system demand and equipment at the end of its useful life made clear the need for upgrades. Fishbeck helped the City by providing a comprehensive evaluation of the plant and an innovative design to increase the rated capacity of the plant from 2 to 4 MGD and bring the treatment process to current day standards. The major components of the project included:

- Improvements to the shorewell pumping station by replacing the original pumps and providing a new sodium hypochlorite chemical feed system and standby generator.
- Retrofitting the existing flocculation system from a single stage vertical flocculation mixer to a four stage paddle-wheel flocculation system.
- Replacing the existing inefficient tube settlers with new inclined plate settlers.
- Rehabilitation of the gravity filters to include new underdrains and filter media. Replaced the aging surface wash system with a new air scour filter wash system. Addition of an automated filter-to-water system.
- Building addition to include a third pretreatment basin and fourth gravity filter. Includes a plant recycle tank to recycle filter-to-waste water back to the head of the plant.
- Upgrade to the clearwell transfer pumps. Addition of a secondary backwash system supplied from existing finished water reservoir.
- Upgrade to the high-service pumps with addition of VFDs and pump control valves.
- Electrical improvements including new motor control centers, standby generator, transfer switches, and lighting.
- Instrumentation and controls improvements including new SCADA system, magnetic flow meters, pressure and level sensors, and chemical feed monitoring.
- Process improvements including chemical feed system improvements and day tanks for sodium hypochlorite, aluminum sulfate, and fluoride feed systems.
- Building improvements including replacement of HVAC equipment, plumbing, roof replacement, and door replacement.
- Water main improvements in the distribution system.



## WTP VALVE AND FINISHED WATER TANK AND RESERVOIR IMPROVEMENTS

CITY OF ANN ARBOR, MICHIGAN

### PROJECT DATA

Project Start: Feb 1, 2023

Project Completion: Dec. 30, 2024

Cost: \$1,910,734

### REFERENCE

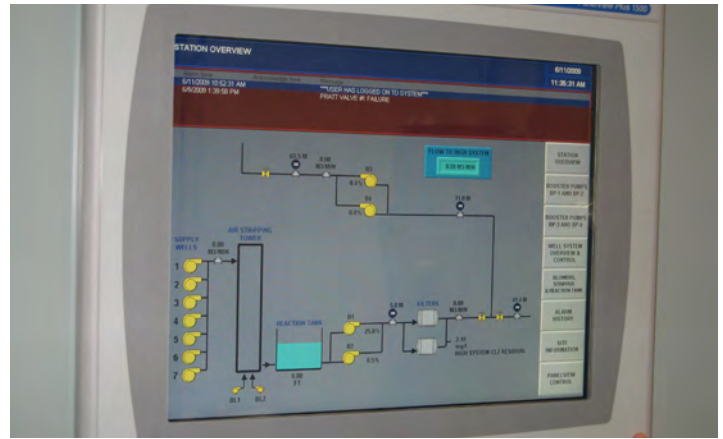
Glen Wiczorek, PE

734.794.6426 (ext. 43958)

Fishbeck reviewed the results of recent inspection reports of the City's finished drinking water storage facilities and developed a plan to make the facilities compliant with current regulations as mandated by Michigan Department of Environment, Great Lakes, and Energy (EGLE). Additionally, multiple valves at the Water Treatment Plant critical to the isolation of Plant 1 and the 6.0 MG reservoir on site at the WTP required replacement. Fishbeck was selected to design improvements to address both of these issues, and found efficiencies in combining the work into a single project that involves the following:

- Replace the isolation valve for Plant 1.
- Replace isolation valves for the 6.0 MG reservoir at the WTP and reconstruct valve vaults. EGLE mandated work at this reservoir includes modifications to access hatches, overflow piping and air vents.
- Address EGLE requirements at the Manchester and North Campus Elevated Storage Tanks, including hatch replacements and modifications to interior drains and overflow piping.

Design was also completed for improvements at the Liberty and North Campus finished water reservoirs that were bid, but not included in the project due to budget constraints. The project is currently slated for completion by the end of 2024.



## WELL STATION NO. 11 CITY OF KALAMAZOO, MICHIGAN

### PROJECT DATA

Treatment System Completion: 1990  
Construction Cost: \$1.3 million  
Booster Station Completion: 2009

### AWARDS

Honor Award - American Council of Engineering Companies/MI - 1990  
Award of Merit - American Council of Engineering Companies/MI - 1990

In 1987, Kalamazoo retained Fishbeck for engineering services related to Well Field 11, which served as a major source of drinking water for the City. The wellfield had become contaminated with various chlorinated VOCs and was immediately shut down. The City and Fishbeck reviewed existing hydrogeological information and examined alternative sources and the possibility of treating the existing water. Because of the well station's strategic location and role in the overall water distribution system, the City decided to treat the existing source.

Fishbeck conducted a pilot test and preliminary engineering study for treatment of the contaminated groundwater. The pilot testing confirmed that iron filtration would be needed for the treatment system design due to high iron and manganese concentrations.

Fishbeck designed the treatment system, which included seven well modifications, air stripping tower, 50,000-gallon reaction tank, four iron filters, chemical feed systems, booster pumps, building controls, and instrumentation. The treatment system was rated at 1,800 gpm.

In 2007, the City again retained Fishbeck to evaluate alternatives to use Well Station 11 to supply water into the Northwest-High Pressure District. It was determined that the existing system would be used to pump and treat the water, followed by additional booster pumps to raise the hydraulic grade line as needed to convey the treated water to the Northwest-High Pressure District.

The two 1,800-gpm pumping systems are operated in series, using variable-speed drives to balance the flows. With the reconfigured system, the station can split the flows between the High and Northwest-High Pressure Districts or pump all the flow to one or the other districts. The City constructed much of the project using their own staff.



## WELL NO. 2 REPLACEMENT CITY OF EATON, OHIO

### PROJECT DATA

Completion Date: December 2022

Engineering and Well-Drilling Services:  
\$249,000

### RELEVANT SERVICES

Water Supply Well Design  
Water Infrastructure Design  
Hydrogeological Study

### REFERENCE

Chris Denlinger  
Superintendent of Public Works  
937.456.7157

The City of Eaton is supplied by groundwater pumped from eight wells from three wellfield sources. The Ware Wellfield consists of five water production wells. Due to the age and declining production of Well No. 2, the City retained Fishbeck to assist in the construction of a new groundwater supply well and connection to the water system infrastructure.

Fishbeck provided services during all project phases, from conception through start-up. Services included hydrogeological investigations to verify the continued viability of the well site as well as confirmation of well capacity and pumping requirements. After obtaining well site approval from Ohio EPA, Fishbeck's drilling subcontractor installed the test and monitoring wells. A sieve analysis was conducted to determine proper well casing and screen design. Fishbeck then oversaw installation of the production well, followed by well development and sampling. Constant-rate, step-drawdown, and pump tests were conducted to verify aquifer characteristics and well capacity. Based on this data, the new pump and motor were sized to provide increased production from the new well.

The new well is 12-inches in diameter, 74-feet deep, and capable of producing 400 gallons per minute. The well was constructed in accordance with Ohio Administrative Code Chapter 3745-9 and the Ten States Standards for Water Works. Fishbeck completed Ohio EPA permit to install documents including a new raw water main connection, meter vault, rerouting the existing electrical and SCADA connections, and other site improvements. Electrical and SCADA connections were moved from the old well to the new well to minimize cost.





## WELL NO. 3 REPLACEMENT

### CITY OF HARRISON, OHIO

#### PROJECT DATA

Completion Date: Ongoing  
 Engineering and Well-Drilling Services:  
 \$302,400

#### RELEVANT SERVICES

Water Supply Well Design  
 Water Infrastructure Design  
 Hydrogeological Study

#### REFERENCE

Jim Leslie  
 Public Works Director  
 513.200.1172

The City of Harrison is supplied by groundwater from the Great Miami Aquifer, which is pumped from six wells from two wellfield sources. The Ohio Wellfield at the water treatment plant consists of four wells. Production at Ohio Well No. 3 has been declining and is typically out of service. Fishbeck obtained well site approval to replace this well with one at the City's Indiana wellfield. The Indiana Wellfield consists of two water production wells. The City retained Fishbeck to assist in the construction of a new groundwater supply well and the connecting water system infrastructure.

Fishbeck provided services during all project phases, from conception through start-up. Services included hydrogeological investigations to verify the continued viability of the well site as well as confirmation of well capacity and pumping requirements. After obtaining approval of the well site approval from Ohio EPA, Fishbeck's drilling subcontractor installed the test and monitoring wells. A sieve analysis was conducted to determine proper well casing and screen design. Fishbeck then oversaw installation of the production well, followed by well development and sampling. Constant-rate, step-drawdown, and pump tests were conducted to verify aquifer characteristics and well capacity.

The newly constructed well is 16-inches in diameter, 81-foot deep, and capable of producing 700 gallons per minute. The well is designed in accordance with Ohio Administrative Code Chapter 3745-9 and the Ten States Standards for Water Works. Fishbeck has completed Ohio EPA permit to install documents including a new raw water main connection, meter vault, electrical connections, and other site improvements. The wellfield is located in a floodplain of the Whitewater River, so the well casing is designed to have a top elevation 3-feet above the 100-year flood elevation. A platform was designed to elevate electrical equipment above the 100-year flood elevation.



#### PROJECT DATA

Phase IA Construction Cost: \$7.9 million  
Phase IB Construction Cost: \$70 million  
Design Fee: \$1 million  
Construction Admin. Fee: \$750,000  
Completion Date: June 2010

#### REFERENCE

Mr. Gerald Caron  
616.669.5780

## WTP ELECTRICAL IMPROVEMENTS AND PLANT EXPANSION CITY OF WYOMING, MICHIGAN

Fishbeck studied the electrical distribution, instrumentation, and control systems at the Wyoming WTP to identify options for improving reliability and increasing system capacity. Plant expansion and improvements were implemented in two phases. In the first phase, Fishbeck upgraded the electrical service and distribution systems, which included installing a new 4,160-volt, double-ended, paralleling switchgear with provisions to accommodate up to four 2,250-KW, 4,160-volt standby diesel generators.

A communications and networking infrastructure for a wide area network (WAN) for the City and its multiple wholesale customers was installed. Fishbeck provided PLCs and operator interface computers to automate filter backwashing and certain plant operations.

The second phase included constructing a parallel treatment facility on the south side of the existing plant site along with additional administrative and sludge dewatering facilities. Power is distributed via double-ended motor control centers, transformers, and panelboards.

Medium-voltage service was extended from the plant to a low-service pump station approximately one mile away. The 4,160-volt, three-phase service was stepped up to 25KV at the plant and stepped back down to 4,160volt at the pump station. Medium voltage cabling was installed in a concrete-encased duct bank.

The Ethernet-based control system WAN was expanded to include 80 PLCs, 6 servers, 24 computer workstation clients, 30 operator interface panels, and Windows-based human-machine interface software.

Networking, communications, and control equipment was installed at 50 different facilities, covering 35 miles. Communications between sites utilizes a mix of high speed T-1 data lines, ISDN lines, spread spectrum radios, and fiber optics. Several miles of fiber optic cabling is installed at the plant in a redundant ring configuration. Managed Ethernet switches and routers support the redundant ring configuration and support virtual private networks (VPNs) for enhanced security. Radio path testing was conducted during construction to verify the system configuration and communications between sites.

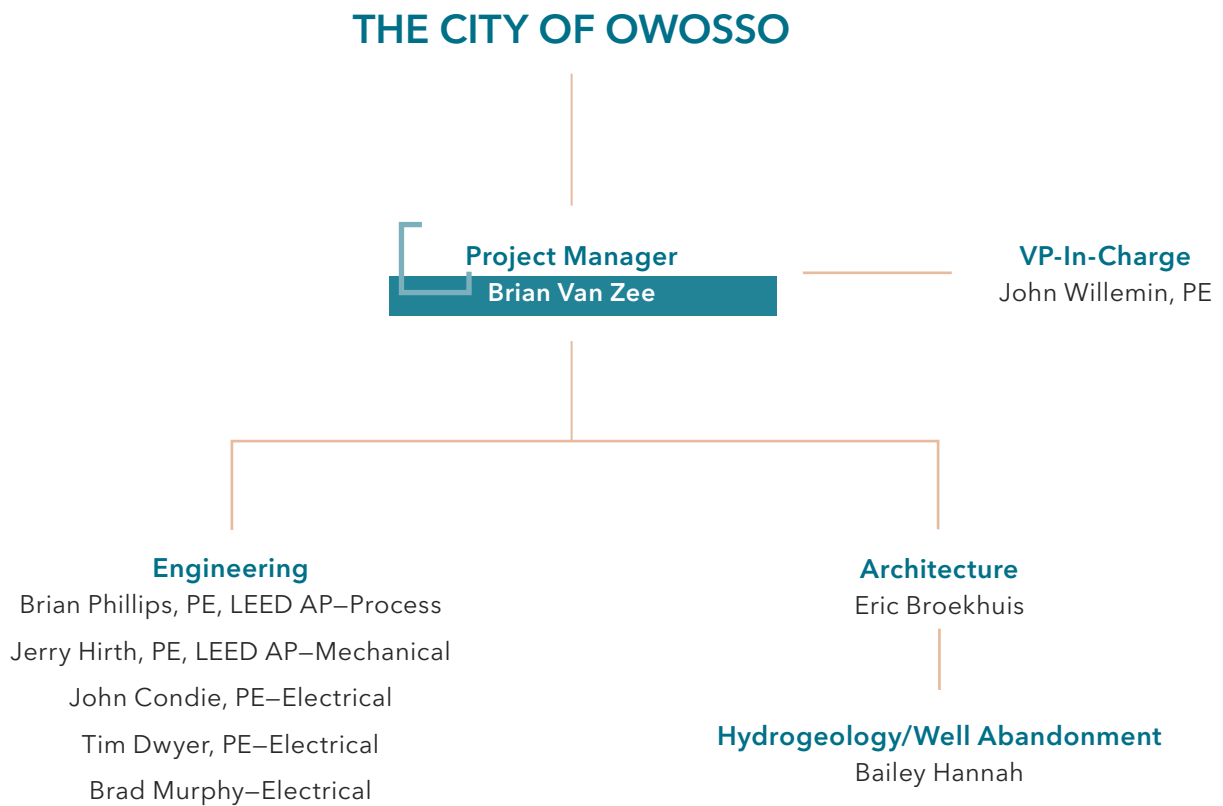
The telephone system was upgraded to an IP-based system that utilizes the fiber optic infrastructure for connections between buildings. Connection was also made to the City-wide telephone system to allow for sharing of a common (local) exchange/prefix.

The sequencing and scheduling of construction activities for both phases was closely coordinated to keep the 90-MGD WTP in continuous operation. Design of Phase IA was completed in April 2002. Construction began in June 2002 and was substantially complete in September 2003. Design of Phase IB was completed in July 2006. Construction began in March 2007 and was substantially complete in June 2010.

# Project Staffing and Resumes

# Organizational Chart

## Project Roles





## BRIAN VAN ZEE

### SENIOR WATER & WASTEWATER ENGINEER

Brian has project management, construction administration, and design experience for water and wastewater systems, sanitary sewers, storm drainage, water mains, roadways, and site development with municipalities and private developers. Serving as a technical resource he works closely with clients to identify solutions within budget.

## EXPERIENCE

### WATER DISTRIBUTION

#### CITY OF ALMA, MICHIGAN

##### WELL NO. 8 TRANSMISSION MAIN

Design of 4,000 lf of water main, including directionally drilling 800 lf under the Pine River.

##### WELL 2A TRANSMISSION MAIN

Project connected well house to the WTP and included trenchless construction along a major roadway and a river crossing.

#### VILLAGE OF SUNFIELD, MICHIGAN

##### WATER TOWER DESIGN

Design of a 300,000-gallon water tower and approximately 1,000 lf of water main.

#### GENOA TOWNSHIP, MICHIGAN

##### OAK POINTE WATER EXPANSION

Design of a 500,000-gallon ground water storage tank and site layout to serve a residential service district that was experiencing high peak hour flows in the summer.

#### LIVINGSTON COUNTY WATER AUTHORITY | HOWELL, MICHIGAN

Design of Phase I water system improvements and well upgrades.

#### MERIDIAN TOWNSHIP, MICHIGAN

Design of 1,500 lf of water main including jack and boring underneath Grand River Avenue.

#### COLDWATER BPU | COLDWATER, MICHIGAN

##### EASTSIDE UTILITIES

Design of a 300,000-gallon water tower, water booster station, and miscellaneous water main improvements.

##### S. CIRCLE

1000 lineal feet of water main, and complete roadway reconstruction.

#### VILLAGE OF QUINCY | MICHIGAN

##### WATER MAIN REPLACEMENT

Replacement of approximately 5,000 feet of water main on East Jefferson, Fulton, Colfax, and Orange. CDBG ICE funding.

#### CITY OF LESLIE, MICHIGAN

##### WATER MAIN REPLACEMENT

Replacement of approximately 6,200 feet of water main on East Jefferson, Fulton, Colfax, and Orange. CDBG ICE funding.

### WASTEWATER COLLECTION

#### CITY OF COLDWATER, MICHIGAN

##### SEPTAGE RECEIVING STATION

New septage receiving station, including a precast building and wash bay.

### YEARS OF EXPERIENCE

8 years — Fishbeck

27 years — total

### EDUCATION

BS in Civil Engineering, Michigan State University

AS in Engineering Drafting and Design, Lansing Community College



**BRIAN VAN ZEE**

SENIOR WATER &  
WASTEWATER ENGINEER

**EASTSIDE UTILITIES**

Rehab of an 800-gpm sanitary pump station.

**MONTGOMERY & CIRCLE DRIVE**

3,000 lineal feet of CIPP lining.

**CITY OF LANSING, MICHIGAN****SSO**

Responsible for updating City base map in AutoCAD and Arcmap.

**WET WEATHER CONTROL PLAN**

Plan includes an overall system model update based on flow metering at over 60 locations, CSO improvements, pump station improvements, and a comprehensive plan to address CSO/SSO issues over the next 20 years. Portions of work included:

- CSO Phase I, Segment 1 – Separation of 028, 029, 030, 031.
- CSO Phase I, Segment 2 – Red Cedar Sub-Area F, Separation 043.
- CSO Phase III, Segment 1 – Red Cedar Sub-Area G/H.
- CSO Phase III, Segment 2 – Moores Park Truck Sewer.
- CSO Phase III, Segment 3 – Red Cedar Sub-Area K.
- CSO Phase III, Segment 4 – Separation 045 East.
- CSO Phase IV, Segment 1 – Separation 025.
- CSO Phase IV, Segment 1 – Capital Loop.
- CSO Phase IV, Segment 4 – Separation 022 West.
- CSO Phase IV Segment 3 – Separation 020.
- CSO Phase IV, Segment 3 – Separation 045.
- CSO Phase IV, Segment 4 – Separation 018-South.
- CSO Phase IV Segment 2 – Separation 018-North.
- CSO Phase IV Segment 1 – Separation 018-East.
- CSO Phase IV, Segment 4 – Separation 013-West.
- CSO Phase III, Segment 3 – Separation 013-South.
- CSO Phase III, Segment 5 – Red Cedar Sub-area C, Separation 044.
- CSO Phase IV, Segment 5 – Sub-Area 013-North, separation storm drainage improvements.
- CSO Phase III, Segment 1 – Northeast sanitary interceptor.
- CSO Phase II, Segment 5 – Interceptor improvements and reconstruction of Lansing Avenue pump station.
- CSO Phase IV, Segment 5 – Interceptor improvements and Lansing Avenue equalization basin.

**OKEMOS ROAD PUMP STATION**

Design of a 1,200-gpm sanitary sewer pumping station to serve the Jackson National Life development.

**BENNETT ROAD PUMP STATION**

Responsible for design engineering of 1,400-gpm pump station and force main.

**AURELIUS ROAD AIR INJECTION STATION**

Responsible for drafting plans, quality standards of plans, and conforming to construction record drawings.

**ALAIEDON TOWNSHIP, MICHIGAN****TRUNK SEWER AND PUMP STATION**

Design of a 1,400-gpm dry pit/wet pit sanding pump station to serve underdeveloped commercial/industrial area.

**DELHI CHARTER TOWNSHIP, MICHIGAN**

Design of Fay Tolland neighborhood sanitary sewer and Delhi Consolidated Drain improvements.

**BRIAN VAN ZEE**

SENIOR WATER &  
WASTEWATER ENGINEER

**EIFORT ROAD PUMP STATION**

Sanitary sewer pump station design.

**CITY OF WILLIAMSTON, MICHIGAN**

- Linn Road pump station.
- Victory Road pump station.

**CITY OF GRAND LEDGE, MICHIGAN****WEST JEFFERSON PUMP STATION**

Upgrade design for the existing 50-foot-deep pump station.

**DEWITT TOWNSHIP, MICHIGAN****LIFT STATIONS REPLACEMENT AND IMPROVEMENTS**

Replacement of 1,400-gpm lift station and force main, and improvements to lift station 501.

**BATH TOWNSHIP, MICHIGAN****LIFT STATION 203**

Replacement and relocation of 900-gpm lift station 203, construction of a 500,000-gallon EQ basin, and installation of new forcemain piping.

**ASSET MANAGEMENT PLAN**

Asset Management Plan for the Township's wastewater collection system consistent with EGLE requirements and expectations.

**VILLAGE OF QUINCY, MICHIGAN****LIFT STATION AND SANITARY SEWER IMPROVEMENTS**

Replace 300-gpm lift station, force main, and gravity sewer.

**CITY OF MILWAUKEE, WISCONSIN****RYAN ROAD PUMP STATION**

Pump station design.

**JACKSON NATIONAL LIFE INSURANCE COMPANY | LANSING, MICHIGAN****LIFT STATION AND SANITARY SEWER IMPROVEMENTS**

1,600-gpm dry pit lift station, force main, and gravity sewer.

**WASTEWATER PROCESS****CITY OF OWOSSO, MICHIGAN****WWTP IMPROVEMENTS**

Prepared SAW Project Plan and application and an SRF Project Plan and application for multiple project improvements at the City's WWTP. Improvements included new sludge screw presses; replacement of primary screw pumps, sludge thickener equipment, sludge tanks and pumps, chemical feed system, and primary clarifier equipment; and included new screen and compactor units and grit vortex installation.

**CITY OF MT. PLEASANT, MICHIGAN****WWTP IMPROVEMENTS**

Improvements included upgrade to the influent screen and compactors, new ferrous feed system and UV disinfection, and new generators at the plant and Pichard pump station. Also included rehabilitations to the plant's primary clarifiers and digesters.

**PLANT MASTER PLAN****NEW SEPTAGE RECEIVING STATION****VILLAGE OF HOLLY, MICHIGAN****WWTP IMPROVEMENTS**

Designed the installation of a new influent screen and compactor and replaced grit air lift equipment.



## TIM DWYER, PE

### SENIOR ELECTRICAL ENGINEER

Tim has numerous years of experience as an electrical engineer and project manager. His responsibilities have included designing and starting-up instrumentation and control systems for water, wastewater, and CSO control facilities. His designs include point-to-point loop diagrams, detailed wiring drawings, equipment and conduit location drawings, and P&ID drawings. He has also designed and debugged machine electrical, hydraulic and pneumatic control systems. He has several years of experience programming and debugging Allen Bradley PLCs including PLC/5, SLC/500, MicroLogix, CompactLogix and ControlLogix with ControlNet, DeviceNet, and Ethernet.

#### YEARS OF EXPERIENCE

8 years — Fishbeck

32 years — total

#### EDUCATION

MS in Business Administration,  
Wayne State University

BS in Electrical Engineering,  
Michigan Technological  
University

#### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Michigan,  
Florida, Indiana, Ohio, District of  
Columbia

#### MEMBERSHIPS

Michigan Society of  
Professional Engineers

National Society of  
Professional Engineers

## EXPERIENCE

### WATER/WASTEWATER PROCESS

#### OTT STORY SUPERFUND GROUNDWATER TREATMENT FACILITY | MUSKEGON, MICHIGAN

##### SCADA DESIGN

Responsible for the design of an entirely new SCADA system with VT SCADA for plant control and monitoring.

#### GREAT LAKES WATER AUTHORITY | DETROIT, MICHIGAN

Responsible for the I&C design of the 200-MGD Northeast Flow Control Facility to reduce pressure of water from the Waterworks Park WTP to discharge to existing reservoirs at the Northeast WTP.

#### CALEDONIA TOWNSHIP, MICHIGAN WASTEWATER SYSTEM IMPROVEMENTS

Lead electrical engineer for design and construction of wastewater system improvements to the existing SBR WWTP.

#### CITY OF REED CITY, MICHIGAN WASTEWATER SYSTEM IMPROVEMENTS

Lead electrical engineer for design and construction of wastewater system improvements including collection system modifications, two suction lift pump stations, a headworks facility including screening and grit removal, equalization improvements, secondary treatment improvements, tertiary filtration, UV Disinfection, and chemical feed improvements.

#### DETROIT WATER AND SEWERAGE DEPARTMENT | DETROIT, MICHIGAN WWTP I&C

Assigned to the WWTP process network and SCADA systems group. Responsible for as-needed instrumentation and controls work at the WWTP, 7 CSO sites, and 13 ISD sites. Major tasks included backing up all PLCs and HMI programs, upgrading to opacity PLC logic and HMI screens, and upgrading the ILP control system. Also converted and installed the St. Aubin CSO Basin HMI from Wonderware to FactoryTalk View SE, upgraded logic for the ISD system for radio communication, and interfaced with Ovation.

#### WWTP IMPROVEMENTS

Developed network architecture, P&IDs, and panel AutoCAD drawings in connection with improvements to the plant's secondary clarifiers, RAS pumps, and motor control center. Specified instrumentation and developed instrumentation and controls specification sections.

#### NORTHEAST WTP FILTER REHABILITATION

Responsible for the instrumentation and controls section of the engineering study report and the final basis of design report. Developed the instrumentation and controls master drawing list and specification sections.



**NE OHIO REGIONAL SEWER DISTRICT | CLEVELAND, OHIO**  
**EASTERLY WWTP CHEMICAL STORAGE AND FEED SYSTEM**

Design instrumentation engineer responsible for developing the instrumentation and controls design documents. The documents included P&ID drawings, I&C location and installation detail drawings, instrument data sheets, panel layout, and input/output schematics. Performed construction administration activities including shop drawing review and RFI responses.

**DUGWAY STORAGE TUNNEL**

Design electrical and instrumentation engineer responsible for electrical and I&C document development. The documents included P&ID drawings, electrical and I&C installation drawings, instrument data sheets, and electrical one lines. Performed construction administration activities including review of contractor equipment submittals and RFIs and addressing any owner comments.

**CITY OF GRAND RAPIDS, MICHIGAN**  
**ALGER STREET PUMP STATION**

Lead electrical for design and construction of a new booster pump station building including power distribution, lighting, controls and SCADA.

**LAKE MICHIGAN FILTRATION PLANT | GRAND HAVEN, MICHIGAN**

Lead electrical for design and construction of two replacement septic pump stations including new controls, VFDs, PLC, and HMI integrated into existing SCADA system.

**CITY OF COLDWATER, MICHIGAN**  
**COLDWATER WWTP**

Lead electrical for design and construction of the WWTP expansion project. Project included upgrading the power distribution system, generator, lift station, headworks and pump buildings, two equalization basins, controls, and gas monitoring system integrated into existing SCADA system.

**FISKE ROAD PUMP STATION**

Lead electrical for design and construction of a new sanitary pump station including new electrical service, generator, controls, and SCADA system.

**SEELEY BOOSTER STATION**

Lead electrical for design and construction of a new booster pump station building including new electrical service, generator, lighting, controls, and SCADA system.

**CITY OF MACKINAC ISLAND, MICHIGAN**  
**MISSION POINT PUMP STATION**

Lead electrical for design and construction of pump station replacement, including new electrical service and controls.

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER, MICHIGAN**  
**8 MILE OUTLET CONVEYANCE IMPROVEMENTS**

Lead electrical engineer for the 8 Mile Street pump station improvements to incorporate four new pumps. Design included new utility and standby power distribution, four VFD's, instruments, lighting, and SCADA upgrade.

**PONTIAC AREA 3 SEWER IMPROVEMENTS**

Lead electrical for the Bay Street pump station improvements including four new VFD's, instruments, and SCADA upgrade.

**WALLED LAKE-NOVI WWTP**

Lead electrical for design and construction of WWTP headworks improvements project, including bar screen and grit classifier upgrades, FRP channel, temporary pumping, building modifications, and new entrance gate.

**EAST LANSING MERIDIAN WATER AND SEWER AUTHORITY, MICHIGAN**

Lead electrical for design and construction of a new Fluoride Building for the WTP including power distribution, lighting, controls and fire alarm system integrated into existing SCADA system.

**TIM DWYER, PE**SENIOR ELECTRICAL  
ENGINEER**LANSING BOARD OF WATER & LIGHT, MICHIGAN**  
**SOUTH CREYTS SUBSTATION**

Lead electrical for design and construction of a pump station for stormwater management and discharge including power distribution and controls.

**CITY OF ST. LOUIS, MICHIGAN**  
**WELL HOUSE NOS. 10, 11, AND 12**

Lead electrical for two new Well Houses including new electrical service, power distribution, generator, lighting, controls and integration into existing SCADA system.

**VILLAGE OF LAKE ODESSA, MICHIGAN**

Lead electrical for the design and installation of a new water production well for the Village's WTP including VFD and controls.

**LAKWOOD WASTEWATER AUTHORITY | LAKE ODESSA, MICHIGAN**

Lead electrical for six pump station replacements with new electrical services and controls.

**VILLAGE OF BALDWIN, MICHIGAN**  
**WASTEWATER SYSTEM IMPROVEMENTS**

Lead electrical engineer for design and construction of wastewater system improvements for SBR system expansion.

**WWTP EXPANSION**

Lead electrical for design and construction of the WWTP expansion project. Project included upgrading power distribution system, expanding existing SRB and pipe gallery, new Headworks and Maintenance Buildings, expanding existing office space and a new SCADA and fire alarm system.

**VILLAGE OF SOUTH ROCKWOOD, MICHIGAN**  
**PUMP STATION REPLACEMENTS**

Lead electrical on the replacement of two sanitary pump stations with new electrical service, generator, VFDs and controls.

**MDOT****PUMP STATION MONITORING SYSTEM DESIGN-BUILD**

Lead electrical on the design-build project for installing a SCADA system that allows MDOT and other local agencies to remotely monitor and control 98 stormwater pumping stations in the Metro Detroit area. Performed field investigations to verify existing conditions. Coordinated design work with the client and installing contractor. Prepared design plans, diagrams, and details. Reviewed contractor submittals and questions during construction. Generated as-built record drawings.

**INDIANAPOLIS DPW | INDIANAPOLIS, INDIANA**

Lead engineer for the project to upgrade the Belmont plant from a Bailey distributed control system to a Rockwell-based PLC, FTView HMI, and Panelview local operator interface based system. Developed HMI graphics and wrote portions of the plant control system standards. Reviewed contractor tag naming, HMI and OIT graphics, and PLC code for standard compliance.

**MACOMB COUNTY PUBLIC WORKS OFFICE, MICHIGAN**  
**MARTIN SANITARY DIVERSION DRAINAGE DISTRICT IN-SYSTEM STORAGE**

Lead Electrical engineer responsible for design for a 35-foot diameter structure with weir wall and actuated gates to allow for temporary storage of wastewater within the Martin Drain in St. Clair Shores.

**MACOMB TOWNSHIP, MICHIGAN**  
**23 MILE SANITARY SEWER IMPROVEMENTS**

Lead electrical engineer for the design of a submersible Pump Station No. 10 replacement. Work included miscellaneous upgrades to Pump Station No. 8 and Pump Station No. 11 to install new generators and control panels.

**RIVERVIEW ESTATES SANITARY PUMP STATION**

Lead electrical engineer responsible for design of a new submersible duplex sanitary pump station.



## BAILEY HANNAH

### HYDROGEOLOGIST

Bailey is a staff hydrogeologist with experience in water supply, environmental remediation, hydrogeology, and groundwater surface water interactions. Her focus is on supply well design, hydrogeological and remedial investigations, and groundwater flow and transport models. She has been involved with many projects for various municipalities and private clients and has spent significant time in the field, conducting *in situ* sampling and monitoring of groundwater, soil, and air. She also has experience overseeing a variety of drilling operations, including direct push, hollow stem auger, cable tool, mud rotary, and air rotary.

### YEARS OF EXPERIENCE

5 years — Fishbeck

6 years — total

### EDUCATION

MS in Environmental  
Geosciences,  
Michigan State University

BS in Environmental  
Science and Sustainability,  
Michigan State University

### REGISTRATIONS/ CERTIFICATIONS

HAZWOPER Site Worker

### MEMBERSHIPS

National Groundwater  
Association

Air and Waste Management  
Association/West Michigan

MiCAMP

American Water Works  
Association

American Institute of Professional  
Geologists

### TRAINING

Pumping Tests for Aquifer  
Evaluation, Midwest GeoSciences

Intro to ArcGIS, ESRI

ArcGIS in Ecology,  
Michigan State University

Groundwater Modeling,  
Michigan State University

## EXPERIENCE

- Managed environmental and geoscience projects throughout the state of Michigan and California
- Managed installation and design of drinking water supply wells for three communities.
- Generate analytical and numerical groundwater flow and transport models.
- Perform traditional environmental sampling techniques, such as groundwater, surface water, soil, air, and soil vapor sampling.
- Further the hydrogeologic understanding of various sites using techniques such as aquifer testing, slug testing, or groundwater modeling.
- Author and review technical reports and proposals.

## GROUNDWATER SUPPLY

### GRATIOT AREA WATER AUTHORITY | ALMA, MICHIGAN GAWA WATER SUPPLY

Aided in the installation of a new Type I drinking water supply well for the GAWA in coordination with the U.S. EPA. Oversaw the drilling of the pilot hole and sieve analysis. Designed the permanent well per the grain size analysis results to optimize water production and quality. Oversaw well drilling, testing, and permitting. Analyzed the aquifer and capacity tests' data to evaluate the well's impact on the surrounding area, as well as its capacity.

### CONFIDENTIAL CLIENT | SOUTHWEST MICHIGAN CONFIDENTIAL PROJECT

Sited three new supply wells, with the intent to further grow the water system in the future. Designed and oversaw installation of four observation wells and three Type I drinking water supply wells. Assessed hydrogeological data via the pilot holes to better design the final Type I wells. Conducted packer testing to assess groundwater quality throughout the observation well boreholes at 10-foot intervals. Oversaw drilling the supply wells via mud rotary drilling methods. Aquifer and capacity tests were conducted at each supply well.

## HYDROGEOLOGICAL STUDY

### NASA GRANT NNX11AC72G | EAST LANSING, MICHIGAN CONTAMINANT TRANSPORT WITH THE MANISTEE AND AU SABLE RIVER BASINS

Developed a 3D numerical model to assess the groundwater flow with the Manistee River and Au Sable River basins and construct a contaminant transport model. The model focused on differentiating septic plumes from other contaminant sources and assessing their presence in these rivers. Groundwater surface water interface samples were collected, as were surface water samples. These data were used to design and calibrate the model.

### REYNOLDS CONSUMER PRODUCTS | RED BLUFF, CALIFORNIA TEMPERATURE STUDY

Synthesized thermal data in the Sacramento River into a comprehensive report that was distributed to five national or state agencies.



## JOHN CONDIE, PE

### SENIOR VICE PRESIDENT

John has been responsible for the design and coordination of electrical distribution, lighting, instrumentation, and control systems for municipal, commercial, industrial, educational, and healthcare clients. His experience includes medium- and low-voltage power distribution, standby generators, indoor and outdoor lighting, utility company coordination, power system analysis (e.g., short circuit, coordination, arc flash, voltage drop, load flow, etc.), digital and analog instrumentation, PLC-based control systems, Ethernet networks, telephone telemetry, and radio communication systems (licensed and unlicensed).

#### YEARS OF EXPERIENCE

28 years — Fishbeck

35 years — total

#### EDUCATION

BS in Electrical Engineering,  
Grove City College

#### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Colorado,  
Connecticut, Georgia, Illinois,  
Iowa, Kansas, Maryland,  
Massachusetts, Michigan,  
Minnesota, New Hampshire,  
New Mexico, New York, North  
Carolina, Oklahoma, Utah, and  
Wisconsin

#### MEMBERSHIPS

Michigan Society  
of Professional Engineers

National Society  
of Professional Engineers

## EXPERIENCE

### WASTEWATER TREATMENT

#### CITY OF SALINE, MICHIGAN

Pollution control facility odor abatement system.

#### OTTAWA COUNTY ROAD COMMISSION, MICHIGAN

West Central Ottawa WWTP expansion.

#### CITY OF CEDAR SPRINGS, MICHIGAN

- WWTP.
- Wastewater pumping station renovation.
- Receiving station.

#### SOUTHERN CLINTON COUNTY MUNICIPAL UTILITY AUTHORITY | DEWITT, MICHIGAN

Headworks modifications.

#### CITY OF GRAND RAPIDS, MICHIGAN

- Wastewater system master plan.
- WWTP sampler system improvements.

#### CITY OF FLINT, MICHIGAN

WWTP odor control system.

#### CITY OF MACKINAC ISLAND, MICHIGAN

- WWTP aeration modifications.
- WWTP master plan.
- WWTP improvements.

#### VILLAGE OF BALDWIN, MICHIGAN

WWTP expansion.

#### CITY OF IMLAY CITY, MICHIGAN

WWTP expansion.

#### CITY OF JACKSON, MICHIGAN

WWTP master plan.

#### CITY OF NILES, MICHIGAN

- WWTP master plan.
- WWTP improvements.

#### CITY OF SANDUSKY, MICHIGAN

WWTP expansion.

**CITY OF MANISTEE, MICHIGAN**

WWTP expansion.

**CITY OF BAD AXE, MICHIGAN**

WWTP expansion.

**CITY OF ESSEXVILLE, MICHIGAN**

WWTP improvements.

**ST. CLAIR COUNTY, MICHIGAN**

Smiths Creek Landfill leachate pretreatment, transportation, and disposal system.

**CITY OF REED CITY, MICHIGAN**

WWTP aeration system improvements.

**HOLLAND BOARD OF PUBLIC WORKS, MICHIGAN**

WWTP headworks and aeration improvements.

**CITY OF GRAND LEDGE, MICHIGAN**

WWTP improvements.

**SAGINAW CHIPPEWA INDIAN TRIBE | SAGANING, MICHIGAN**

WWTP.

**YOPLAIT-COLOMBO | REED CITY, MICHIGAN**

Wastewater pumping station and treatment system.

**SUN CHEMICAL CORPORATION | MUSKEGON, MICHIGAN**

- Lift station hazardous location assessment.
- Neutralization pump replacements.
- Tank farm pump upgrades.
- Flow control upgrade.
- DCB production system improvements.

**PHARMACIA | KALAMAZOO, MICHIGAN**

Wastewater pretreatment system improvements.

**MICHIGAN MILK PRODUCERS ASSOCIATION | OVID, MICHIGAN**

WWTP and irrigation system pump stations.

**HILLSHIRE BRANDS | ZEELAND, MICHIGAN**

- WWTP improvements.
- WWTP VFD additions.

**GERBER PRODUCTS COMPANY | FREMONT, MICHIGAN**

- Wastewater irrigation system pump stations.
- Wastewater treatment system improvements.

**GRAY & COMPANY | TRAVERSE CITY, MICHIGAN**

EDR system.

**WELCH'S | LAWTON, MICHIGAN**

Wastewater irrigation system expansion.

**ABBOTT LABORATORIES | STURGIS, MICHIGAN**

Industrial pretreatment plant.

**GRACELAND FRUIT | FRANKFORT, MICHIGAN**

WWTP.

Wastewater pretreatment system.

## **WATER TREATMENT**

### **GREAT LAKES WATER AUTHORITY | DETROIT, MICHIGAN**

#### **NE WTP FLOW CONTROL FACILITY**

Supervised design of power distribution, lighting, instrumentation, controls, security, cameras, and fire alarm systems. Power distribution included 4160:480Y/277-volt pad-mounted transformers, double-ended 480-volt motor control centers, 480:208Y/120-volt dry-type transformers, and panelboards.

### **CITY OF ST. JOSEPH, MICHIGAN**

- WTP electrical service evaluation.
- WTP filter renovations.
- High-service pump VFD additions.
- Electrical service entrance upgrade.
- Raw water intake and pump station.
- SCADA system improvements.

### **CITY OF WYOMING, MICHIGAN**

- WTP evaluation, preliminary design, and plant expansion.
- Generator building.
- MCC replacements.
- Synchronous motor control replacements.
- Carbon building.

### **CITY OF ALBION, MICHIGAN**

WTP.

### **CITY OF PORT HURON, MICHIGAN**

- Filter backwash treatment system.
- Low-service pump VFDs.

### **OTTAWA COUNTY ROAD COMMISSION, MICHIGAN**

#### **NORTHWEST OTTAWA WATER PLANT**

- WTP expansion.
- Alum sludge dewatering system.
- Raw water pump VFDs.
- Water SCADA system.
- Backwash tank.

### **SAGINAW CHIPPEWA INDIAN TRIBE | MT. PLEASANT, MICHIGAN**

- Water SCADA system.
- WTP.
- Utilities building.

### **CITY OF MARQUETTE, MICHIGAN**

Water filtration plant expansion.

### **CITY OF OWOSSO, MICHIGAN**

WTP expansion.

### **EAST LANSING-MERIDIAN WATER AND SEWER AUTHORITY, MICHIGAN**

Ammonia feed system.

### **HOLLAND BOARD OF PUBLIC WORKS, MICHIGAN**

WTP feasibility study.

**CITY OF KALAMAZOO, MICHIGAN**

Water system master plan.

**CITY OF GRAND RAPIDS, MICHIGAN**

**LAKE MICHIGAN FILTRATION PLANT**

Process improvements and filter valve actuator replacements.

**CITY OF MUSKEGON HEIGHTS, MICHIGAN**

Water filtration plant expansion.

**CITY OF MACKINAC ISLAND, MICHIGAN**

Water filtration plant expansion and improvements.

**CITY OF NEW BALTIMORE, MICHIGAN**

WTP expansion.

**CITY OF NILES, MICHIGAN**

Water system improvements.

**COLDWATER BOARD OF PUBLIC UTILITIES, MICHIGAN**

High-service pump VFDs. WTP standby generator.

**CITY OF MIDLAND, MICHIGAN**

WTP chemical feed system improvements. WTP SCADA system upgrade.

**CITY OF SOUTH HAVEN, MICHIGAN**

WTP expansion. Switchgear building and emergency generator.

**LAKE TOWNSHIP, MICHIGAN**

WTP expansion.

**MARINETTE WATER UTILITY | MARINETTE, WISCONSIN**

WTP expansion and improvements.



## JERRY HIRTH, PE, LEED AP

### SENIOR MECHANICAL ENGINEER

Jerry is a senior mechanical engineer with many years of experience planning and designing mechanical, marine, educational, transportation, industrial, pharmaceutical, food and beverage, and municipal projects. He manages the technical development of small, medium, and large multi-faceted mechanical projects; and is experienced in multi-discipline planning and technical supervision, overall project planning, project team organization, quality control, and budget and schedule control. Projects include fire protection, potable and process water systems, sanitary and storm sewer piping systems, natural gas distribution systems, industrial process and facility HVAC, compressed air, piping, and other mechanical work.

#### YEARS OF EXPERIENCE

8 years — Fishbeck

38 years — total

#### EDUCATION

BS Mechanical Engineering,  
University of Michigan

#### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer –  
Michigan, New York, Wisconsin

LEED Accredited Professional

#### TRAINING

Fire Protection Engineering  
Preparatory Course

Hazard Communication  
(HAZCOM)/Globally Harmonized  
System of Classification and  
Labeling of Chemicals (GHS)

## EXPERIENCE

### WASTEWATER COLLECTION

#### GENERAL MOTORS | LANSING, MICHIGAN

Sewer separation feasibility study, which addressed establishing quantities of water consumed and discharged to city sewers by a water balance for the facility. Identified points of process sewer connection to the sanitary sewer system and provided conceptual engineering options matrix to modify or discontinue operations of oil/water separation process equipment.

#### PFIZER (PHARMACIA) | KALAMAZOO, MICHIGAN SANITARY SEWER MASTER PLAN

Project manager/engineer and co-author of the 2002 and 2003 PGM Kalamazoo/Portage Site Sanitary Sewer System Master Plan. Developed a three-year system strategy plan outlining system assets, past physical and financial performance, present capacities and major users, future system usage, examination of relevant substantive issues and resultant change-drivers, and recommended an optimal long-term solution.

#### UTILITY LOAD EVALUATION

Tracked new utility load requests and evaluated the new load impact on the system for the PGM Kalamazoo Portage Site sanitary sewer system. Informed stakeholders of the impacts to existing system per each new load added or removed to establish a system business decision basis.

### WASTEWATER PROCESS

#### US ARMY CORPS OF ENGINEERS

##### SHANK FOB WWTP | MIDDLE EAST DISTRICT, AFGHANISTAN

Provided review and technical design of mechanical systems for a 500,000-GPD plant consisting of aeration and settling lagoons with interconnecting piping and a disinfection system. Design included HVAC, plumbing and potable water storage tank, booster system for the control building, and JP8 petroleum unload/storage and fuel feed system for the backup power generator. The plant includes physical security and AT/FP measures and sustainable principles integrated into the design. The new WWTP serves approximately 5,500 coalition soldiers.

#### CITY OF FAIRBORN, OHIO

##### SOUTHEAST LIFT STATION IMPROVEMENTS

Designed rehabilitation for all mechanical components of the lift station including new piping, valves, and improved ventilation.

#### CITY OF COLDWATER, MICHIGAN

WWTP expansion and upgrade to accommodate additional flow and loads from industry moving into the service area. HVAC and plumbing design for new headworks and equalization buildings and new ventilation system for trickling filters.



## **JERRY HIRTH, PE, LEED AP**

**SENIOR MECHANICAL  
ENGINEER**

### **OAKLAND COUNTY WATER RESOURCES COMMISSIONER, MICHIGAN**

Walled Lake-Novu WWTP headworks improvement design project HV replacement and plumbing upgrades.

### **CITY OF LANSING, MICHIGAN**

#### **WWTP ADMINISTRATION BUILDING**

Investigated and developed options to repair/replace/revise the plant's 20-year-old HVAC system.

### **YPSILANTI COMMUNITIES UTILITY AUTHORITY | YPSILANTI, MICHIGAN** **CHEMICAL FEED SYSTEM UPGRADES**

Review for chemical feed system to inject sodium hydroxide into the scrubber system of an incinerator at a WWTP.

### **CITY OF EAST LANSING, MICHIGAN**

#### **WWTP IMPROVEMENTS**

Review of improvements to the heating and ventilation system of the existing tertiary filter building and the HV system of a new UV building. Design incorporated the variable volume control for temperature and humidity control of filter area and mechanical dehumidification of lower gallery of the filter building. Project design included plumbing modifications and new sump pumps and emergency fixtures.

### **CITY OF DEXTER, MICHIGAN**

#### **WWTP RENOVATIONS**

Renovated the existing plant including the rehabilitation of anaerobic digesters, heating equipment, cover and gas collection system, and the replacement of the existing heating boiler with a dual-feed heating boiler for digester gas as primary feed and auxiliary natural gas.

### **CITY OF SALINE, MICHIGAN**

#### **WWTP IMPROVEMENTS**

Renovations to the existing plant included installation of new hydraulic digester mixing system, heat exchanger, sludge and mixing pumps, refrigerative-type gas drier, valves, and gas handling equipment for the new dual-fuel heating boiler with digester gas as primary feed and auxiliary natural gas.

### **GENOA TOWNSHIP, MICHIGAN**

#### **BIOSOLIDS HANDLING FACILITY IMPROVEMENTS**

Review of heating and ventilation system for a biosolids handling building at the plant.

### **CITY OF ST. CROIX FALLS, WISCONSIN**

#### **WWTP HEADWORKS ADDITION**

Addition of a new headworks building.

### **SUNCOR ENERGY | COMMERCE CITY, COLORADO**

Conducted ventilation calculations to provide proper exposure limit levels of concentrated cleaning solution vapors resulting from MBR tank cleaning operations, and preliminary design construction cost estimate for facility piping systems including aeration, RAS, permeate, WAS, UF, and chemical feed.

### **WASTE MANAGEMENT | SEATTLE, WASHINGTON**

#### **MIXED MEDIA TRANSLOAD FACILITY**

Provided HVAC, plumbing, grit washdown, collection system, rainwater collection and distribution system, dust control misting system, fire protection design, and specifications for a 132,000-sf barge unloading and dewatering facility with a 8,000-sf, 2-story office administration facility.

## **JERRY HIRTH, PE, LEED AP**

SENIOR MECHANICAL  
ENGINEER

### **AUTOMOTIVE MANUFACTURER | INGERSOLL, ONTARIO, CANADA INDUSTRIAL WWTP UPGRADES**

Provided WWTP HVAC, plumbing, natural gas, and compressed air systems; fire protection design; and specifications to upgrade a 0.5-MGD plant.

### **WATER PROCESS**

#### **US ARMY CORPS OF ENGINEERS**

##### **DETROIT ARSENAL - EAST SIDE WATER MAIN FEED IMPROVEMENTS | WARREN, MICHIGAN**

This \$2.6-million ARRA project consisted of installing nearly 300 lf of new water main; constructing a backflow prevention building including 250 lf of gas, communications, and electrical service; and demolishing a water line and all apparatuses..

#### **TULSA METROPOLITAN UTILITY AUTHORITY | TULSA, OKLAHOMA**

##### **OOLOGAH PUMP STATION REHABILITATION**

Review of ventilation improvements to the raw water pump station with a capacity of 128 MGD.

#### **MHOG SEWER & WATER AUTHORITY | MARION TOWNSHIP, MICHIGAN**

##### **WATER SYSTEM IMPROVEMENTS**

Design of the Industrial Drive booster pump station's chemical feed building addition.

#### **FORD MOTOR COMPANY AND AUTOMOTIVE COMPONENTS HOLDINGS, LLC, AUTO ALLIANCE, AND FCA**

##### **POTABLE WATER SAMPLING**

Annual water sampling and analysis at locations of water quality concerns throughout the year on an as-needed basis. Summarized sampling findings in a report with recommendations to address any points in which analysis results were not within Bulletin 55 guideline limits.

##### **POTABLE WATER CROSS CONNECTION SURVEYS**

Surveyed and documented manufacturing plant potable water cross-connections and backflow prevention devices, assessed level of protection required, and identified required device locations.

#### **FORD MOTOR COMPANY**

##### **LEGIONELLA ANALYSIS MONITORING PROGRAM**

Performed Legionella analysis on water heaters and cooling towers. Obtained quarterly water samples from cooling towers and semi-annual samples from water heaters, submitted them for analysis, and reviewed findings and developed recommendations to address analysis results that were not within corporate limits.

#### **PFIZER | KALAMAZOO, MICHIGAN**

##### **POTABLE WATER STANDARD COMPLIANCE**

Developed study design concepts to comply with the EPA's arsenic potable water standard of 10 mg/l for a 15-MGD potable well water system.

#### **AWREY BAKERIES | LIVONIA, MICHIGAN**

##### **POTABLE WATER SUPPLY IMPROVEMENTS STUDY**

Managed and performed the project study, design, and installation oversight. Improvements included a new 8 inch plant potable water supply main line from the city water main, replacing the existing unreliable plant potable water supply.



## ERIC BROEKHUIS

### SENIOR ARCHITECTURAL TECHNICIAN

Eric's professional strengths include architectural production, AutoCAD, and coordination of building systems. He has worked on a variety of project types including healthcare, commercial, and manufacturing. His responsibilities include documentation of all phases of the architectural process - schematic design, design development, and construction documentation.

#### YEARS OF EXPERIENCE

9 years — Fishbeck

42 years — total

#### EDUCATION

Grand Rapids Junior College

## EXPERIENCE

### THEATRES

#### AMC THEATRES

Theatre renovations throughout the U.S.

### LIBRARIES

#### HACKLEY LIBRARY | MUSKEGON, MICHIGAN

Construction documents and construction administration for Phase 2 renovations.

### EDUCATION

#### GRAND VALLEY STATE UNIVERSITY | ALLENDALE, MICHIGAN CAMPUS HOUSING FACILITY

Programming, site analysis, and design of a new campus housing facility.

#### ZUMBERGE HALL

4th floor renovation.

#### PURDUE UNIVERSITY | WEST LAFAYETTE, INDIANA

Krannert 7th Floor AG-ECON renovation.

### GOVERNMENTAL

#### CITY OF MARQUETTE, MICHIGAN

Design/build services for a new municipal service center.

#### CITY OF WARREN, MICHIGAN

Fire station 6 repairs.

### HEALTHCARE

#### UNIVERSITY OF MICHIGAN HOSPITAL AND HEALTH CENTERS | ANN ARBOR, MICHIGAN

Psychiatric ECT and PACU relocation.

#### GRAND VALLEY HEALTH PLAN | GRAND RAPIDS, MICHIGAN SURGICAL AND DIAGNOSTIC CENTER

Construction documents.

#### ORTHOPAEDIC ASSOCIATES OF MICHIGAN | GRAND RAPIDS, MICHIGAN

Construction documents for a 3 story medical facility.

#### ORTHOPAEDIC ASSOCIATES OF MUSKEGON | MUSKEGON, MICHIGAN MUSKEGON SURGERY CENTER/MERCY REHABILITATION CENTER

Construction documents for a 72,000-sf medical facility and its tenants.

**ERIC BROEKHUIS**SENIOR ARCHITECTURAL  
TECHNICIAN**COREWELL HEALTH (PREVIOUSLY SPECTRUM HEALTH) | GRAND RAPIDS,  
MICHIGAN**

AMBULATORY MEDICAL CENTER, 426 MICHIGAN AVENUE

35,500-sf facility renovation for pediatric and adult primary care clinics, radiology/lab services, and collaborative work areas. The project included a new front canopy, landscaping updates, and parking and site circulation improvements.

**OTHER PROJECTS:**

- Mail room relocation.
- Meijer pharmacy tenant.

**SOUTH HAVEN HEALTH SYSTEM | SOUTH HAVEN, MICHIGAN**

Endoscopy program study.

**INDUSTRIAL****STEELCASE | GRAND RAPIDS, MICHIGAN**

Construction documents for Steelcase Leadership Interim space.

**WELLER MANUFACTURING | WYOMING, MICHIGAN**

Construction documents for a 320,000-sf remanufacturing facility.

**CHAINS****HERTZ CORPORATION**

HUDSON'S BAY CENTRE | TORONTO, ONTARIO

SALT LAKE CITY INTERNATIONAL AIRPORT | SALT LAKE CITY, UTAH



## BRIAN PHILLIPS, PE

VICE PRESIDENT | SENIOR WATER & WASTEWATER ENGINEER

Brian has both engineering and construction experience. His engineering experiences include all phases of water projects including conceptual planning, process development, detail design, and construction. In addition, he has experience working on water and wastewater treatment systems, pumping systems, chemical feed systems, and water distribution systems.

## EXPERIENCE

### WATER DISTRIBUTION

#### LAKE CHARTER TOWNSHIP, MICHIGAN

- Distribution system modeling and water system reliability study.
- 1-MG finished water ground storage tank.

#### CITY OF IONIA, MICHIGAN

Distribution system modeling and water system reliability study.

#### CITY OF CEDAR SPRINGS, MICHIGAN

Distribution system modeling and water system reliability study.

#### GRAND VALLEY STATE UNIVERSITY | ALLENDALE, MICHIGAN

Developed a calibrated hydraulic model for the University's water system and completed a water system master plan.

#### CITY OF SOUTH HAVEN, MICHIGAN

Distribution system modeling and water system reliability study.

#### CITY OF ALMA, MICHIGAN

Distribution system modeling and field testing of distribution system to investigate system deficiencies.

#### CITY OF LUDINGTON, MICHIGAN

Distribution system modeling and field testing of distribution system to investigate system deficiencies.

#### CITY OF REED CITY, MICHIGAN

Distribution system modeling and field testing of distribution system to investigate system deficiencies.

### GENERAL WATER SUPPLY

#### CITY OF SYLVANIA, OHIO

Conducted multiple studies evaluating construction of a new municipal water supply, treatment facility, and transmission main system to serve the City and potential regional partners.

### WASTEWATER PROCESS

#### NESTLE NUTRITION, GERBER PRODUCTS COMPANY | FREMONT, MICHIGAN

Rehabilitation of a 3-MG wastewater equalization tank with a jet aeration system.

#### HOLLAND BOARD OF PUBLIC WORKS, MICHIGAN

Design of a disinfection contact tank, sodium bisulfite chemical feed system, and plant effluent water reuse system.

### YEARS OF EXPERIENCE

18 years — Fishbeck

21 years — total

### EDUCATION

MS in Civil Engineering, South Dakota School of Mines and Technology

BS in Civil Engineering, Ohio Northern University

### REGISTRATIONS/ CERTIFICATIONS

Professional Engineer - Michigan, Ohio

LEED Accredited Professional

### AFFILIATIONS

American Water Works Association, Michigan

## **BRIAN PHILLIPS, PE, LEED AP**

VICE PRESIDENT |  
SENIOR WATER &  
WASTEWATER ENGINEER

### **CITY OF ANN ARBOR, MICHIGAN**

Conducted an evaluation of filter valve actuators and instrumentation following a flooding event in the water treatment plant's pipe gallery.

### **CITY OF HARRISON, OHIO**

Design of a reverse osmosis softening addition to an existing iron removal plant.

### **WRIGHT PATTERSON AIR FORCE BASE | OHIO WATER SOFTENING FACILITY IMPROVEMENTS**

Study, design, and construction phase services for rehabilitation of three softening facilities including replacement of all piping, instrumentation and controls and process equipment.

### **FACILITY 21630 GAC TREATMENT FACILITY**

Design services for a 6-MGD granular activated carbon treatment facility for the treatment of PFAS.

### **CITY OF LUDINGTON, MICHIGAN**

Expansion of a 3.2-MGD conventional plant to an 8-MGD high rate sedimentation WTP.

### **SAGINAW CHIPPEWA INDIAN TRIBE SAGANING WATER TREATMENT PLANT**

Conducted a facility assessment and capacity analysis of an existing membrane filtration plant. Provided recommendations for expanding the facility to serve the expanded casino facility and a neighboring community.

### **GREAT LAKES WATER AUTHORITY**

#### **RAW WATER SAMPLING MODIFICATIONS AT THE SOUTHWEST WTP**

Design and construction phase services for an innovative and cost-effective approach to obtain a representative raw water sample, resolving a standing deficiency identified by EGLE.

#### **NORTHEAST WTP FLOW CONTROL FACILITY**

Lead process engineer on a design-build project to construct a flow control facility that includes four 48-inch plunger valves with a total design capacity of 200-MGD.

#### **SPRINGWELLS FLOCCULATORS**

Design services for replacement of 200 mgd of existing direct drive horizontal flocculators, along with basin access improvements, flushing system replacement, and electrical improvements.

### **GRATIOT AREA WATER AUTHORITY | ALMA AND ST. LOUIS, MICHIGAN**

- Completed study evaluating potential alternatives for replacement of the City of St. Louis water system.
- Design and construction phase services for expansion of a 6-MGD lime softening plant.
- Design and construction phase services for construction of two 3-MGD booster stations.
- Design and construction phase services for numerous well houses.

### **LANSING BOARD OF WATER & LIGHT, MICHIGAN**

#### **DYE WATER PLANT**

- Design and construction services to replace a dust collection system for lime and soda ash.
- Conducted a study to evaluate modification to lime and soda ash storage bins to alleviate plugging and bridging.
- Design and construction management services for the replacement of raw water piping, valves and actuators for a 40-MGD facility. Work included extensive jet grouting and a TERS.

#### **WISE ROAD WATER PLANT**

- Conducted an evaluation of various WTP components following a plant-wide chemical release.
- Design and construction phase services for replacement of process equipment, chemical feed systems, electrical and instrumentation equipment, and SCADA system for a 10-MGD facility.

## **BRIAN PHILLIPS, PE, LEED AP**

VICE PRESIDENT |  
SENIOR WATER &  
WASTEWATER ENGINEER

### **CITY OF GRAND RAPIDS, MICHIGAN**

#### **LAKE MICHIGAN FILTRATION PLANT - 135-MGD RATED CAPACITY**

- Design and construction phase services for a series of projects rehabilitating the flocculation/ sedimentation tanks; including new interior waterproof lining, traffic bearing coating on tank exterior and both interior and exterior expansion joint replacement.
- Design and construction phase services for a series of projects rehabilitating the filter cells; included new interior waterproof lining, new filter underdrain system, and installation of motorized valve actuators.
- Design and construction services for retrofitting existing up flow clarifiers into 64-MGD flocculation/ sedimentation basins with sludge collection. Project also included replacement of 86 MGD of existing horizontal flocculators.
- Conducted an evaluation of various Chemical Building components following a chemical release.
- 2015 and 2018 Comprehensive Master Plan Update: conducted assessment of unit processes, reviewed performance data, and future site plan development planning.
- Design phase services for a residuals handling improvements project which included a residuals pump station, equalization basins, two backwash clarifiers, two sludge thickeners, and a building addition to house three screw presses.

### **CITY OF WYOMING, MICHIGAN**

#### **DONALD K. SHINE WTP**

Design phase services for a 78-inch raw water intake in Lake Michigan including modifications to the existing shore well pumping station.

### **CITY OF SOUTH HAVEN, MICHIGAN**

- Completed WTP reliability study and water plant expansion alternatives analysis.
- Design and construction phase services for construction of a 7mgd replacement surface WTP. Project included a new Lake Michigan intake and raw water pumping station.

### **CITY OF ST. JOSEPH, MICHIGAN**

- Completed multi-seasonal investigation optimizing the location of a new surface water intake.
- Design phase services for a 36mgd Lake Michigan surface water intake.
- Design and construction phase services for a filter rehabilitation project which included underdrain, surface wash, and media replacement.
- Design of a zebra mussel control system for a Lake Michigan water intake.

### **CITY OF MARINETTE, WISCONSIN**

Design and construction phase services for a 5-mgd replacement surface WTP, which included pretreatment and microfiltration. Project also included administration building and maintenance garage.

### **OTTAWA COUNTY ROAD COMMISSION | GRAND HAVEN, MICHIGAN**

- Design and construction phase services for expansion of a 23.25-mgd high-rate monomedia direct filtration surface WTP.
- Served as full-time, onsite engineer and inspector for the WTP expansion project.
- Design of a replacement fluoride chemical feed system.
- Construction phase services for improvements to the raw water pumping system; including transmission mains, ground storage tank, and VFDs on existing raw water pumps.
- Completed WTP reliability study.

### **CITY OF MIDLAND, MICHIGAN**

Design of chemical feed system replacement.



## BRAD MURPHY

### ELECTRICAL ENGINEER

Brad is an electrical engineer who regularly supports water/wastewater projects with electrical design. He is responsible for designing and coordinating power, lighting, security, fire alarm, and communications systems.

## EXPERIENCE

### ABBOTT LABORATORIES | CASA GRANDE, ARIZONA PRETREATMENT FACILITY

Provided power distribution, fire alarm, SCADA control, and lighting design for new pretreatment facility.

### VILLAGE OF CASS CITY, MICHIGAN WWTP IMPROVEMENTS

The existing treatment plant required the replacement of several motor control centers, which facilitated the addition of new treatment processes.

### CITY OF GRAND RAPIDS, MICHIGAN CALEDONIA SUPPLY IMPROVEMENTS

Provided electrical design for new pump station with standby power.

### GUN LAKE TRIBE | WAYLAND, MICHIGAN WWTP

Coordinated power, lighting, and SCADA control for a new wastewater treatment plant.

### CITY OF MONROE, MICHIGAN SUNSET AND DETROIT BEACH PUMP STATION GENERATOR REPLACEMENT

Existing pump stations required the replacement of a permanent standby power source.

### CITY OF MOUNT PLEASANT, MICHIGAN WWRF IMPROVEMENTS

Provided design for replacement of front-end distribution equipment along with new distribution and lighting design for new and existing buildings.

### CITY OF OWOSSO, MICHIGAN SECONDARY CLARIFIER

Designed power, lighting, and SCADA control for new clarifier equipment.

### WWTP PHASE I IMPROVEMENTS

Provided design for replacement of existing double-ended MCC. Coordinated power and SCADA control for new wastewater processes.

### CITY OF PORT HURON, MICHIGAN VARIOUS PROJECTS

Modeled and coordinated the routing of new conduit feeds to equipment in congested areas of existing pipe galleries.

### CITY OF SAINT CLAIR, MICHIGAN LDFA BOOSTER AND ELEVATED TANK

Designed new 480V service entrance equipment with new a standby power source for booster pumps controlled by VFDs.

### ELEVATED TANK

Coordinated electrical service along with power and lighting requirements for new elevated tank.

### CITY OF SAINT JOSEPH, MICHIGAN SCIP PHASE I

Provided electrical design for replacement of clarifiers.

### YEARS OF EXPERIENCE

2 years  Fishbeck

5 years  total

### EDUCATION

BS in Electrical Engineering,  
Wayne State University

AS in General Studies,  
Oakland Community College





Working in Owosso  
Project Schedule  
Fee Proposal

# Work performed for the City.

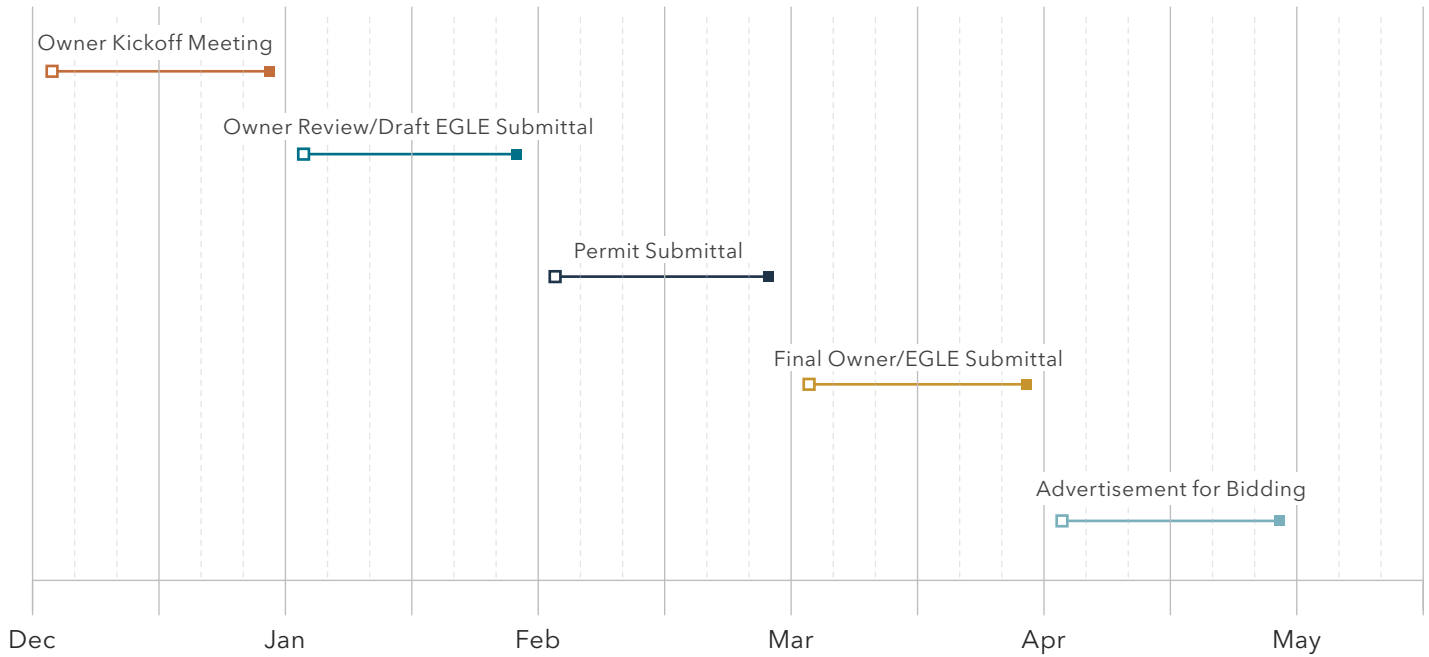
Fishbeck has a long-standing relationship with the City of Owosso, built on over a decade of successful project collaborations that have enhanced the city's infrastructure and quality of life. We bring extensive experience across various projects within the community, from infrastructure improvements to technical upgrades, and we understand the city's unique needs and standards. We're committed to delivering reliable, practical solutions tailored to Owosso, and we're confident our knowledge, local experience, and dedication to quality make us the right firm for the job.

Project Number	Project Name	Project Manager	Status
211549	Owosso/Solids Handling CA	Brian VanZee	Active
221308	Owosso/WWTP PH1 Improvements	Brian VanZee	Active
231780	Owosso/Filter Improvements	Brian VanZee	Active
231949	Owosso/Secondary Clarifier	Brian VanZee	Active
241459	MDOT/M-71 Owosso Staking	Tony Bartol	Active
160496	Owosso/LPP User Survey	Jerald Thaler	Complete
191014	Owosso/LL Reevaluation	Corrine Haybarker	Complete
191714	MDOT/M-21 Owosso CPM	Chris Sikkema	Complete
201479	Consumers/Duct Owosso Ball Street	Mike Berrevoets	Complete
220102	Owosso/WWTP Engineering Report	Brian VanZee	Complete
221070	Owosso/H2S Study	Brian VanZee	Complete
221152	Owosso/WTR Study	Brian VanZee	Complete
231167	Owosso/Flow Monitoring	Brian VanZee	Complete
240369	Owosso/DWSRF Plan	Brian VanZee	Complete

# Project Timeline/Schedule

## Key

- December 2024
- January 17, 2025
- February 17, 2025
- March 18, 2025
- April 18, 2025



**Our proposed project schedule corresponds with EGLE milestones.**

# Fee Proposal

Design	\$145,000
Bidding	\$9,000
Construction	\$95,000
<b>Total</b>	<b>\$249,000</b>

## Rate Schedule

June 8, 2024

Senior Vice President		\$265
Architect   Construction Engineer/Manager/Administrator   Engineer   Estimator   Geologist   Hydrogeologist   Industrial Hygienist   Interior Designer   Project Manager   Scientist   Surveyor	Staff Level	\$106-\$150
	Mid Level	\$150-\$170
	Senior Level	\$170-\$255
Architectural Specialist   Engineering Specialist   Environmental Specialist   Health & Safety Specialist   Operations Specialist   Technical Specialist   Project Superintendent   Survey Specialist	Staff Level	\$100-\$125
	Mid Level	\$125-\$170
	Senior Level	\$170-\$250
Technician	Staff Level	\$91-\$118
	Mid Level	\$118-\$134
	Senior Level	\$134-\$160
Production Support		\$106
Photocopies	\$0.10/Copy	
Mileage/Passenger Vehicles	\$0.70/Mile	
Field and Service Vehicles	\$0.95/Mile	
Equipment Schedule	Separate Schedule	
Expenses and Outside Services	Cost Plus 10%	



## MEMORANDUM

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

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DATE: November 18, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Engineering Services for 2025 DWSRF Water Main Replacement Project

### RECOMMENDATION

Approval of the proposal provided by Fleis & Vandenbrink in the amount of \$24,400.00, for design engineering services for the 2025 DWSRF Water Main Replacement Project. Approval of the proposal provided by Fleis & Vandenbrink in the amount of \$245,500.00, for construction engineering services for the 2025 DWSRF Water Main Replacement Project contingent upon the city receiving a FY2025 DWSRF loan.

### BACKGROUND

The city of Owosso is preparing plans to replace water mains on Grace St (Shiawassee to Cedar), Young St (Chestnut to Brooks), Nafus St (south end to Frederick), Olmstead St (Ward to Chipman), Harding Ave (Willow Springs to Hanover), and Hanover St (Harding to Riverside) as part of the Drinking Water State Revolving Fund (DWSRF) project during the 2025 construction season.

Fleis & Vandenbrink has already performed design engineering services for the water main work on Olmstead, Harding, and Hanover as part of a 2018 project. This water main work was removed from the final plans and construction contract due to funding constraints. Fleis & Vandenbrink was asked to provide a proposal to update these plans to current specifications and also provide construction engineering services for the entire 2025 water main replacement project. City staff will be performing design engineering for Grace, Young, and Nafus. Construction engineering services are necessary for quality control, construction oversight, and final acceptance of the project. Attached is a copy of the Fleis & Vandenbrink proposal.

### FISCAL IMPACTS

Funds for design engineering services in the amount of \$24,400.00 will be issued from water fund account number 591-901-972.000-DWSRF78801.

Funds for construction engineering services in the amount of \$245,500.00 will be issued from water fund account number 591-901-972.000-DWSRF78801 contingent upon the city receiving a FY2025 DWSRF Loan.

ENCLOSURES: (1) Resolution  
(2) Addendum  
(3) Fleis & Vandenbrink Proposal

**MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.7, 5.3, 5.27, 6.6**

**RESOLUTION NO.**

**AUTHORIZING CONTRACT ADDENDUM NO. 2025-01  
TO THE FY2024-2025 GENERAL  
ENGINEERING SERVICES CONTRACT WITH  
FLEIS & VANDENBRINK  
FOR ENGINEERING SERVICES  
FOR THE 2025 WATER MAIN REPLACEMENT PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fleis & Vandenbrink on May 20, 2024 for the term of July 1, 2024 to June 30, 2025 for general engineering services; and

WHEREAS, the city desires to make necessary upgrades to its water distribution system through the State of Michigan Department of Environment, Great Lakes, and Energy Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2025; and

WHEREAS, this work requires the services of a professional engineering firm to complete design engineering and construction engineering of the project; and

WHEREAS, Fleis & Vandenbrink has submitted a proposal to perform such work and offers to complete design engineering services for said project, in an amount not to exceed \$24,400.00 and construction engineering services for said project, in an amount not to exceed \$245,500.00, for a total cost of \$269,900.00.

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 employ the firm of Fleis & Vandenbrink to provide design and construction engineering services for the 2025 DWSRF Water Main Replacement Project.
- SECOND: the mayor and city clerk are instructed and authorized to sign the necessary documents as Addendum No. 2025-01 to the Agreement for General Engineering Services between the City of Owosso, Michigan and Fleis & Vandenbrink.
- THIRD: the accounts payable department is authorized to make payment up to the amount of \$24,400.00 to Fleis & Vandenbrink upon successful completion of design engineering work.
- FOURTH: the above design engineering expenses shall be paid from Water Fund Acct No. 591-901-972.000-DWSRF78801.
- FIFTH: the accounts payable department is authorized to make payment up to the amount of \$245,500.00 to Fleis & Vandenbrink upon successful completion of construction engineering work contingent upon the city receiving a FY2025 DWSRF Loan.
- SIXTH: the above construction engineering expenses shall be paid from Water Fund Acct No. 591-901-972.000-DWSRF78801.

**ADDENDUM NO. 2025-01 TO THE  
FY2024-2025 GENERAL ENGINEERING SERVICES CONTRACT  
WITH  
FLEIS & VANDENBRINK  
FOR ENGINEERING SERVICES  
FOR 2025 WATER MAIN REPLACEMENT PROJECT**

This addendum is attached and made part of the contract for services for the General Engineering Services Contract, approved by City Council May 20, 2024 for the term of July 1, 2024 to June 30, 2025 between the city of Owosso, Michigan (City) and Fleis & Vandenbrink (Engineer).

2025 WATER MAIN REPLACEMENT PROJECT

PROJECT SCOPE OF WORK

The project scope of work is design engineering services and construction engineering services as specified in the attached proposal.

SCHEDULE

The schedule for the project is to begin on November 19, 2024 and be completed by November 1, 2025 plus project close out procedures as shown in the attached proposal.

COMPENSATION

As specified in the attached proposal, the total cost for services is \$269,900.00, with \$24,400.00 for design engineering services and \$245,500.00 for construction engineering services. Construction engineering services are contingent upon the city of Owosso receiving a Michigan Department of Environment, Great Lakes, and Energy (EGLE) FY2025 Drinking Water State Revolving Fund (DWSRF) loan. The engineer shall submit for payment based on monthly progress of the work.

For the Engineer:

Fleis & Vandenbrink



By: Craig L. Shumaker, S.V.P. 11-6-2024

By:   
Geric L. Rose, Regional Manager

Executed: November 6, 2024

For the City:

City of Owosso, Michigan

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Executed: \_\_\_\_\_, 2024



November 1, 2024

Via email: [clayton.wehner@ci.owosso.mi.us](mailto:clayton.wehner@ci.owosso.mi.us)

Clayton Wehner, PE  
Director of Engineering  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

**RE: Proposal for Professional Engineering Services –  
Drinking Water State Revolving Fund (DWSRF) FY2025 Design & Construction Engineering  
Water Distribution System Improvements**

Dear Clayton,

Congratulations on your funding for water system improvements through EGLE's DWSRF program! The inclusion of principal forgiveness and grant dollars provide an excellent opportunity to complete these needed improvements to your supply, treatment, and distribution system.

#### **Project Understanding**

The city is anticipated to receive FY2025 DWSRF funding for water system improvements. On the final Project Priority List (PPL), the city fell within the fundable range with its 85 priority points. The requested \$11,620,000 project includes **20%** in grant and principal forgiveness per the PPL, resulting in **\$2,324,000!** The remaining amount would be financed through a low-interest loan.

The proposed DWSRF project will consist of multiple construction contracts and the design and construction will be completed by several of the city's prequalified engineering consultants. The overall SRF project will be administered and managed by the city.

The city is requested Fleis & Vandenbrink Engineering (F&V) to assist with the water main replacement portion of the project. This will include design engineering for water main replacement Contract 1, and construction administration for water main replacement Contract 1 and 2. The city will be completing the design engineering for Contract 2 in house. In addition to the water main replacement contracts, the city will also have separate construction contracts for the water treatment plant, well, and LSLR improvements that will be designed and administered by others during construction.

**Design services** for Contract 1 will involve updating the water main plans previously prepared by F&V in 2018. During the 2018 street and water main improvement project, several blocks of water main replacement were removed from the final plans and construction contract due to funding constraints. With the FY2025 DWSRF funding, the city is now able to complete the water main replacement, and associated non-compliant water service line replacement, in these previously omitted areas. Contract 1 will consist of the following street segments:

- Olmstead Street (Ward to Chipman)
- Harding Street (Willows Spring to Hanover)
- Hanover Street (Harding to Riverside)

**9475 Holly Road, Suite 201  
Grand Blanc, MI 48439  
P: 810.743.9120  
F: 810.771.7860  
[www.fveng.com](http://www.fveng.com)**



The design and specifications will be completed in accordance with EGLE, 10 States, and city standards. It is anticipated that we will utilize the previously completed topographic survey and water main design, with updates to reflect changes in specifications and standards since the plans were prepared. There are no road rehabilitation or reconstruction planned for these areas. Road disturbances will be limited to crossings and patchwork. The existing topographic survey will be field checked to determine if supplemental topographic survey is required. We have budgeted for one day of supplemental topographic surveying should it be necessary along these streets.

The water main crossing of the elliptical CMP culvert beneath Hanover Street was previously designed to be installed by directional drilling with a minimum cover of 10 feet beneath the culvert. The use of directional drilling with this amount of vertical separation is not regulated by Part 301, as long as the other provisions outlined in the Act 451 rules are satisfied. Therefore, a joint permit application is not anticipated to be required and is not included in our scope of services or fee.

F&V will assist the city with a QA review on Contract 2 to help ensure consistency between the two plan sets.

**Construction administration services** are being requested for both Contract 1 and Contract 2 for water main replacement. Contract 2 will consist of the following street segments that will be designed and permitted by the city:

- Grace Street (Cedar to Shiawassee)
- Young Street (Chestnut to Brooks)
- Nafus Street (Frederick to south end)

The construction schedules are currently proposed as:

- Contract 1: August 4, 2025 to September 27, 2025 (8 weeks)
- Contract 2: August 4, 2025 to November 1, 2025 (13 weeks)

The estimated construction costs are \$800,000 for Contract 1 and \$1,400,000 for Contract 2. During the design phase the city may consider combining the two water main construction contracts. This will depend on the completion and permitting schedule for the other DWSRF project components and the city's ability to achieve the targeted EGLE FY2025 Quarter 3.5 financing schedule.

## Scope of Services

### Design Engineering

- Water main design including updating the 2018 plans and specifications and preparing a new Contract 1 plan set for permitting, bidding, and construction in 2025
- Supplemental topographic surveying as needed to update the previous plans
- MISS DIG design ticket coordination. Methods of data collection and interpretation will be in accordance with utility quality level D of CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data
- Preparing and updating technical specifications
- Design, drafting, and specifications for surface restoration including drives, curb ramps, and sidewalks
- Act 399 Water Supply Systems and SESC application and permitting assistance
- Consultation and coordination with private utility companies
- Submittal of draft and final plans to city and EGLE
- Assist with contractor questions and related addendums during the bidding phase
- Review contractor bids and make recommendation of award

### Construction Administration

- Organize and conduct preconstruction and progress meetings
- Provide project oversight by professional engineer
- Review shop drawings and submittals
- Provide resident project representative (RPR) services during construction. As requested in the RFP, we have budget for two construction technicians (one for each contract) at 60 hours per week for the 8 weeks of Contract 1 and the 13 weeks of Contract 2

- Maintain IDRs, testing, and SESC reports
- Prepare work orders and contract change orders as necessary
- Coordinate project with private utilities for their relocation in advance of construction
- Provide construction staking for the designed improvements
- Perform field testing of materials (density)
- Prepare contract change orders
- Prepare contractor pay estimates
- Assist with citizen inquires and address construction related issues
- Prevailing wage compliance review\*
- Prepare punch list items
- Assist with EGLE closeout
- Prepare record drawings

\* Prevailing wage compliance is anticipated to be completed with assistance from Michigan Fair Contracting Center (MFCC), who we have successfully teamed with many times in the past. MFCC offers turn-key prevailing wage compliance services, including preconstruction meeting attendance, on-site wage rate interviews, certified payroll review, and expertise with employee classifications, rate of pay, and fringe benefits.

**Level of Effort and Professional Services Fee**  
**Design Engineering Services**

Classification	Name	Hours
Project Manager	David Hiler, PE	87
QA/QC Review	Steve Bishop, PE	4
Design Technician	Brad Danks	32
Survey Manager	Kevin Cleaver, PS	2
Survey Crew Chief	Steffan Shaffer   Noah Lewis	15
Survey Technician	Dan Howey, CST	4
Administration / Project Assistant	Carrie Smeznik   EIT	10

**Construction Administration Services**

Classification	Name	Hours
Project Manager	David Hiler, PE	118
Resident Project Representative 1	TBD	480
Resident Project Representative 2	TBD	780
Survey Manager	Kevin Cleaver, PS	6
Survey Crew Chief	Steffan Shaffer   Noah Lewis	60
Survey Technician	Dan Howey, CST	32
Administration / Project Assistant	Carrie Smeznik   EIT	114

**Professional Fees**

Phase	Fee
Design Engineering (Contract 1):	\$24,400
Construction Administration (Contract 1 & 2):	\$245,500
<b>Total Lump Sum Not-to-Exceed Fee:</b>	<b>\$269,900</b>



**Schedule**

In accordance with the FY2025 Financing Schedule, Quarter 3.5 will require plans and specs approval in April 2025 for a bid opening in May 2025.

We appreciate the opportunity in providing our services to the City of Owosso. If you have any questions, please contact me at (810) 244-1729 or [grose@fveng.com](mailto:grose@fveng.com).

Sincerely,

FLEIS & VANDENBRINK



Geric L. Rose, PE, PS  
Regional Manager, Associate



## MEMORANDUM

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

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DATE: November 11, 2024  
TO: City Council  
FROM: Brad Barrett, Finance Director  
SUBJECT: Professional Services Agreement with Dickinson Wright PLLC

### RECOMMENDATION:

The Finance Department recommends entering into professional service agreements with Dickinson Wright PLLC to serve as bond counsel for two revenue bond issuance.

### 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 two revenue bond issuances will qualify 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:

\$11,620,000 Improvements to the water supply system, lead service line replacement and water treatment plant improvements  
\$459,000 ARPA grant / \$9,296,000 Loan / \$1,865,000 principal forgiveness

### FISCAL IMPACTS:

Bond counsel fees are estimated at \$35,500. This expense will be charged to the Water Fund (591.901.972.000DWR788001). 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**

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

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

WHEREAS, Dickinson Wright PLLC is a full service law firm with multiple offices in Michigan; 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 service agreements with Dickinson Wright PLLC to serve as bond counsel for debt issuances in 2025.
- SECOND: bond counsel services will be associated with a revenue bond issuance involving the State of Michigan drinking water revolving loan fund program.
- THIRD: the mayor and city clerk are instructed and authorized to sign documents substantially in form attached as Professional Services Agreements between the City of Owosso and Dickinson Wright PLLC estimated at \$35,500.
- FOURTH: the accounts payable department is authorized to pay Dickinson Wright PLLC for work satisfactorily completed at a cost estimated at \$35,500 under said professional services agreements.
- FIFTH: the above expense shall be paid from the Water Fund 591.901.972.000-DWRF788001.



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 28, 2024

*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, including without limitation service line replacements, water treatment plant improvements, and well improvements (the “Project”). We understand that the Bonds are to be issued in an aggregate principal amount of ranging from approximately \$11,200,000 to \$11,620,000. 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

City of Owosso  
October 28, 2024  
Page 2

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.

City of Owosso  
October 28, 2024  
Page 3

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 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**

For an issue of Bonds as described above, we propose a fee for services as bond counsel in the amount of \$35,500, which fees will include our out-of-pocket expenses incurred on behalf of the Issuer including, but not limited to, overnight delivery charges, mileage, and any filing fee for prior approval from the Michigan Department of Treasury (any such filing fee being capped at \$2,000). Our fees for services rendered on the bond issue would become due and payable as of the date of the closing of the bonds. If the bond issue does not move forward for some reason, no fee would be charged.

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.



City of Owosso  
October 28, 2024  
Page 4

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

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

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

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

Sincerely,



Eric McGlothlin

ACCEPTED:

**City of Owosso**

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

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

Date: \_\_\_\_\_, 2024



## MEMORANDUM

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

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DATE: November 11, 2024

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 has indicated it may be interested in purchasing revenue bonds issued by the City of Owosso. The revenue bond issuance will qualify for partial principal loan forgiveness and grant funds.

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:

\$11,620,000 Improvements to the water supply system, lead service line replacement and water treatment plant improvements  
\$459,000 ARPA grant / \$9,296,000 Loan / \$1,865,000 principal forgiveness

### FISCAL IMPACTS:

Underwriter/placement agent/municipal fees are estimated at \$30,625 with Municipal Financial Consultants. This expense will be charged to the Water Fund (591.901.972.000-DWRF788001). 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

**RESOLUTION NO.**

**AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH  
MUNICIPAL FINANCIAL CONSULTANTS TO SERVE AS  
UNDERWRITER/PLACEMENT AGENT/MUNICIPAL ADVISOR**

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

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

WHEREAS, Municipal Financial Consultants is a Michigan independent financial services company; 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 service agreements with Municipal Financial Consultants (MFCI) to serve as its municipal advisor.
- SECOND: underwriter/placement agent/municipal advisor services will be associated with a revenue bond issuances involving the State of Michigan drinking water revolving loan fund program.
- FIFTH the mayor and city clerk are instructed and authorized to sign professional services agreements between the City of Owosso and Municipal Financial Consultants estimated at \$30,625 for a revenue bond issuance.
- SIXTH: the accounts payable department is authorized to pay Municipal Financial Consultants for work satisfactorily completed at a cost estimated at \$30,625 under said professional services agreements.
- SEVENTH: the above expense shall be paid from the Water Fund 591.200.801.000 and Waste Water Treatment Fund 591.901.972.000-DWRF788001.



October 30, 2024

**VIA EMAIL**

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

**Re: City of Owosso  
Water Supply System Junior Lien Revenue Bonds, Series 2025  
DWSRF Project 7880-01  
Lead Service Line Replacement and Wastewater Treatment Plant/Well Improvements**

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](http://www.sec.gov)) and the Municipal Securities Rulemaking Board (MSRB) ([www.msrb.org](http://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 Part I and Part II 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:*

MFCI's 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 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

A handwritten signature in blue ink, appearing to read "W. Creamer". The signature is written in a cursive style with a horizontal line underneath it.

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**  
**CITY OF OWOSSO**

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**Financial Advisory Fees:**

- Water Supply System Junior Lien Revenue Bonds, Series 2025 – \$30,175

**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.

**Other Expenses:**

MFCI, LLC will pay third party invoices for services rendered directly relating to the captioned issue on behalf of our clients up to \$1,500.00 per invoice. MFCI, LLC will bill these expenses to our clients as part of MFCI, LLC’s invoice. Clients will be provided with copies of the invoices when they are made available.



Warrant 649  
November 4, 2024

Date	Vendor	Description	Fund	Amount
11-4-2024	Roberto Larrivey	Water Service Line Replacement – Leak Reimbursement	Water	\$16,528.30
		Total		<b>\$16,528.30</b>



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

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# ***MEMORANDUM***

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DATE: November 18, 2024

TO: Owosso City Council

FROM: Lizzie Fredrick, OMS & DDA Executive Director

SUBJECT: Glow Owosso Fireworks Permit Approval

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On November 6, 2024, the Owosso Main Street & Downtown Development Authority approved a contract for the Glow Owosso fireworks with Wolverine Fireworks Display, Inc. The final step in securing the fireworks display is City Council's approval of the permit subject to the requirements of Public Act 256 of 2011.

Master Plan Implementation Goals: 4.2, 4.6, 4.16, 5.9, 5.12

**FISCAL IMPACT:**

The firework display is estimated to cost \$3,000 which will be funded by General Ledger Number 248.705.818.750.

**MOTION TO CONSIDER:**

To approve the permit for Wolverine Fireworks Display, Inc. for the November 29, 2024 Glow Owosso event.

**ATTACHMENTS:**

Glow Owosso Fireworks Display Permit

**RESOLUTION NO.**

**AUTHORIZING A PUBLIC FIREWORKS DISPLAY PERMIT  
FOR WOLVERINE FIREWORKS DISPLAY, INC**

WHEREAS, Owosso Main Street & Downtown Development Authority holds the annual Glow Owosso celebration; and

WHEREAS, as the legislative body of the City of Owosso, the City Council is required by Public Act 256 of 2011 to approve any public fireworks displays within its jurisdiction; and

WHEREAS, an application has been made by the OMS & DDA and operator Wolverine Fireworks Display, Inc. requesting a permit for a public fireworks display to be held during the November 29, 2024 Glow Owosso event; and said application has been reviewed by staff; and

WHEREAS, this is within budget from 248-705-818.750.

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 a public display fireworks permit for the annual Glow Owosso event, with Wolverine Fireworks Display, Inc. serving as operator.

SECOND: the Accounts Payable department is authorized to pay the operator in the amount of \$3,000.00 upon the successful conduct of the display.

THIRD: the above expense shall be paid from Account No. 248-705-818.750.

## 2024 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The <b>LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD</b> will not discriminate against any individual or group because of race, sex, religion, age, nationality, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	--

*This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.*

TYPE OF PERMIT(S) (Select all applicable boxes)		<b>FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.</b>
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Wolverine Fireworks Display, Inc.		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 205 W. Seidlers Rd., Kawkawlin, MI 48631		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Owosso Main St.		
ADDRESS 301 W. Main St., Owosso, MI 48867		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary)		
See Proposal		
EXACT LOCATION OF DISPLAY OR USE 202 S. Water St., Owosso, MI 48867, Behind Fire station		
CITY, VILLAGE, TOWNSHIP Owosso	DATE 11/29/24	TIME After Dusk
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$10,000,000.00

Issued by action of the Legislative Body of a  <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____  <div style="text-align: center; border-top: 1px solid black; margin-top: 20px;">             (Signature and Title of Legislative Body Representative)           </div>
--

**\*THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT\***



# Wolverine FIREWORKS Display, Inc.

205 West Seidlers Rd. • Kawkawlin, MI 48631  
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at [www.wolverinefireworks.com](http://www.wolverinefireworks.com) —

## Contract Agreement

This Contract will engage the services of Wolverine Fireworks Display Inc. as vendor and display operator.

This agreement, between **Owosso Main Street DDA**, herein after called "Sponsor" and Wolverine Fireworks Display Inc., 205 W Seidlers Rd., Kawkawlin, MI., Hereinafter called "Professional", is as follows.

The Sponsor and Professional, for mutual consideration hereinafter set forth, agree as follows:

- A: Professional agrees to provide Sponsor with correct amount, size and description of Fireworks as specified in proposal submitted to Sponsor **11/5/24**.
- B: Professional will provide Sponsor with Labor for the **November 29, 2024** Fireworks Display at **202 S. Water St., Owosso, MI 48867**
- C: Rain Date **N/A**.
- D: Professional agrees to provide Sponsor with Liability Insurance in the amount of **\$10,000,000.00**. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract.
- E: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged maximum fixed costs in the amount of **\$750.00** per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is* or *is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of **\$100.00**.
- F: Sponsor agrees to pay Professional a deposit of **\$750.00 upon signing of contract, no later than 20 days prior to display date**. If display is cancelled and not rescheduled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If less than 30 days prior to display, Sponsor will forfeit 100% of deposit.
- G: Sponsor agrees to pay balance of **\$2,250.00 (including applicable sales tax)** within **10** days after show date of **Nov. 29, 2024**.
- H: Sponsor agrees to indemnify, hold harmless, and defend Professional from and against any and all suits, claims, damages, liabilities, losses, expenses, and costs, including attorney fees (collectively "loss"), except to the extent such loss was caused by Professional's sole negligence.
- I: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, and local and state permits, to arrange for any security bonds as required by law and to furnish all necessary and proper police and fire protection for the protection of Sponsor, the public, individuals who work in or around the display, for proper crowd control, vehicle parking and proper supervision. Sponsor further agrees to provide all necessary and proper discharge site security.
- J: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

\_\_\_\_\_  
Sponsor

*Rachel Lambert*

\_\_\_\_\_  
Professional



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2024

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

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

<b>PRODUCER</b> The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	<b>CONTACT NAME:</b> Janet Nau <b>PHONE (A/C. No. Ext):</b> 425-455-5640 <b>E-MAIL ADDRESS:</b> jnau@tpgrp.com		<b>FAX (A/C. No):</b> 425-455-6727
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	14347	<b>INSURER A :</b> Everest Indemnity Insurance Co <b>INSURER B :</b> Everest Denali Insurance Company <b>INSURER C :</b> Arch Specialty Insurance Company <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	10851 16044 21199

**COVERAGES**

CERTIFICATE NUMBER: 1177959295

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		SI8GL02099241	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00274241	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UXP104806302	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability - Occurrence			SI8EX01908241	2/1/2024	2/1/2025	Each Occurrence	\$5,000,000
							Aggregate	\$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:  
 City of Owosso and Owosso Main Street DDA  
 Date of Event: November 29, 2024.  
 Location of Event: Parking lot behind Fire Station. 202 S. Water St., Owosso, MI 48867

**CERTIFICATE HOLDER****CANCELLATION**

Owosso Main Street DDA 301 W. Main St Owosso MI 48867 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY**



**AR INFORMATION PAGE**

175 Berkeley Street Boston, MA 02116

Issued by **LM INSURANCE CORPORATION** **27243**

Policy Number **WC5-34S-319949-034** Issuing Office **0354**  
**RENEWAL OF: WC5-34S-319949-033** Issue Date **12-18-23**  
 Account Number **4-319949** Sub Account **0000**

1. Insured and Mailing Address  
**WOLVERINE FIREWORKS DISPLAY CO INC**

**205 W SEIDLERS RD MI RISK ID 2402220A**  
**KAWKAWLIN, MI 48631**

Status **03 - CORPORATION**  
 Other workplaces not shown above: SEE ITEM 4. PREMIUM - EXTENSION OF INFORMATION PAGE

2. Policy Period: The policy period is from **01-02-2024** to **01-02-2025** 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **MI**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	<b>1,000,000</b>	each accident
Bodily Injury by Disease	\$	<b>1,000,000</b>	policy limit
Bodily Injury by Disease	\$	<b>1,000,000</b>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
**REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26A**

D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	<b>649 (MI)</b>	Total Estimated Annual Premium \$	<b>27,044</b>
Premium will be billed	ANNUAL			

Producer **-022079**  
**MICHAEL EDWARDS HAYES DBA MICHAEL HAYES AGENCY LLC**  
**509 S EUCLID AVE**  
**BAY CITY MI 48706**



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

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# *MEMORANDUM*

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DATE: November 12, 2024

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Traffic Control Order # 1524

---

Lizzie Fredrick, Owosso Main Street Director, is requesting the following lot closure for a fireworks display at the annual Glow Owosso event. This is in addition to TCO#1523 which has already been approved for this event.

The City insurance policy will cover this event.

**LOCATION:**

**Public Safety Parking Lot (lot #8)**

**DATE:**

**November 29, 2024**

**TIME:**

**12:00 p.m. – 10:00 p.m.**

The Public Safety Department has issued Traffic Control Order #1524 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

---

ORDER NO.:	DATE:	TIME:
1524	11/12/2024	9:30 am

---

REQUESTED BY:  
Kevin Lenkart – Director of Public Safety

---

TYPE OF CONTROL:  
Lot Closure

---

LOCATION OF CONTROL:  
Public Safety Parking Lot (lot #8)

---

EVENT/DATES:  
GLOW Owosso  
DATE: November 29, 2024  
TIME: 12:00 p.m. – 10:00 p.m.

---

APPROVED BY COUNCIL  
\_\_\_\_\_, 20\_\_\_\_

---

REMARKS:



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

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

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

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

Event Name: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Individual or Group Name)

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Requested Date(s): \_\_\_\_\_ Requested Hours: \_\_\_\_\_  
(Including set-up and clean-up)

Area Requested (Parking Lot - Parade Route): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Detailed description of the use for which the request is made: \_\_\_\_\_

\_\_\_\_\_

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

- Executed Hold Harmless Agreement
- Map of the Event Area with Event location highlighted
- Rules or policies applicable to persons participating in proposed event
- Proof of Insurance
- or
- 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 conditions imposed.

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

**Information Regarding Required Documents**

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

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

Proof of Insurance – A Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event in the minimum amount of \$1,000,000 per occurrence. Coverage shall be endorsed to name the City of Owosso as additional insured and be primary and non-contributory to any other insurance the City has.

or

Request for Insurance Waiver - The City Council may waive the insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose. Check box if you are requesting waiver of insurance.

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

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

- \$30 Application (30-120 days prior to 1<sup>st</sup> day of event)  Additional: \_\_\_\_\_
- \$50 Additional MDOT Closure (M-21, M-71, M-52)  Additional: \_\_\_\_\_
- \$15 Additional-Expedited Fee (14-29 days prior to 1<sup>st</sup> day of event)  Additional: \_\_\_\_\_

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

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

Approved  Not Approved  Date: \_\_\_\_\_ Traffic Control Order Number \_\_\_\_\_




Copy of Rules & Regulations provided to Applicant

Cc: DDA – Director; WCIA – Chairperson

# Owosso Shoot Location

120 Feet- Fallout Area Meets NFPA guidelines requiring minimum safety radius of 70ft per (inch Shell size) Cakes used in display are all under 2". No spectators or occupied buildings are allowed within this circle.

## Legend

-  Owosso Fire Department
-  Owosso Fire Department
-  Owosso Shoot Location





## Fireworks

The fireworks safety radius, located at 202 S. Water Street, is off limits to all individuals besides the approved fireworks vendor personnel. Vehicles are not allowed within the fireworks safety radius. Buildings within the fireworks safety radius must be unoccupied. The City of Owosso and the Owosso Main Street & Downtown Development Authority do not assume any liability for individuals, vehicles, etc. that cross the barricades of the fireworks safety radius.



## MEMORANDUM

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

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DATE: November 12, 2024  
TO: City Council  
FROM: Brad Barrett, Finance Director  
SUBJECT: Revolving Loan Fund – Capitol Bowl Write Off

### RECOMMENDATION:

The Finance Department recommends declaring the Capitol Bowl loan balance as uncollectible and writing off its balance of \$72,777.96.

### BACKGROUND:

The city loaned the owner of Capitol Bowl \$250,000 from the Revolving Loan Fund in 2007 to help pay for a rebuild of the bowling alley after fire destroyed the facility. The city secured a mortgage on the property (2<sup>nd</sup> line mortgage) as well as a personal guaranty from Ms. Trecha. The loan term was for 20 years (expiration 2027) to be paid quarterly. The last payment received by Trecha Enterprises was in October 2020.

The bank (TCF Bank) holding a first lien on the property began the foreclosure process in 2020. City Council agreed to a mortgage release with TCF bank for \$33,400 in January 2021. Since 2021, quarterly invoices have been sent to Ms. Trecha at her last known address and no payment has been made against the loan balance of \$72,777.96. Nonpayment has exceeded 4 years and the likelihood of payment is low.

The unpaid amount is equivalent to interest that would be owed on the original \$250,000 loan issued in 2007.

### FISCAL IMPACTS:

Writing off uncollectable loan interest in the amount of \$72,777.96 will reduce the fund's account receivable by \$72,777.96 and decrease the fund's allowance for bad debt by the same amount.

### Document originated by:

Attachment: (1) Resolution



**RESOLUTION NO.**

**APPROVING WRITE OFF OF CAPITOL BOWL LOCAL RLF LOAN BALANCE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, loaned \$250,000 from the Local Revolving Loan Fund to rebuild Capitol Bowl following a fire in 2007; and

WHEREAS, the City of Owosso held a 2<sup>nd</sup> line mortgage on the aforementioned property as collateral on said 20-year loan; and

WHEREAS, TCF Bank foreclosed on the aforementioned property and settled with the City on a mortgage discharge for the City's interest in the property in order to clear title for potential buyers; and

WHEREAS, the Owosso City Council negotiated successfully for \$33,400 to discharge the mortgage.

WHEREAS, the balance of the original loan is estimated at \$72,777.96.

WHEREAS, quarterly payment requests continue to be sent by the City of Owosso to the loan payee, Trecha Enterprises.

WHEREAS, the last payment received from Trecha Enterprises was in October 2020.

WHEREAS, the likelihood of receiving payment from the loan payee is low.

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

- FIRST: it declares the Capitol Bowl loan balance of \$72,777.96 as uncollectible and authorizes its write off.
- SECOND: the Finance Department is authorized to make necessary accounting entries to remove the Capitol Bowl unpaid balance from the City of Owosso's financials.



**MEMORANDUM**

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

DATE: November 11, 2024  
TO: City Council  
FROM: Brad Barrett, Finance Director  
SUBJECT: Integrated Payments Addendum – BS&A

**RECOMMENDATION:**

Finance and Treasury Department recommends entering into a professional service agreement with BS&A Software, LLC to perform integrated payment/e-payment processing services and terminate E-payment services agreement with Point and Pay, LLC.

**BACKGROUND:**

The City of Owosso entered into an agreement with Point and Pay in November 2012 for e-payment services. The non-tax flat convenience fee charged to residents are the following:

Transaction Amount	Payor Pass Through Fee	Percentage
\$1.00 - \$50.00	\$1.50	150% - 3%
\$51-\$100	\$3.00	6% - 3%
\$101-\$200	\$6.00	6% - 3%
\$201-\$300	\$9.00	4% - 3%
\$301-\$400	\$12.00	4%-3%

The city is unable to receive EMV-compliant credit card readers (chip readers) from this provider.

BS&A Software LLC is providing integrated payment processing directly to its users through Stripe. The credit card pass through to payor fees will be the following:

Type of Transaction	Payor Pass Through Fee Percentage		Payor Pass Through Transaction Fee
Utility Billing	2.95%	+	\$0.50 per transaction
Tax	2.80%	+	\$0.50 per transaction
Misc	2.95%	+	\$0.50 per transaction

The city is able to receive EMV compliance credit card readers (chip readers) from this provider at a onetime cost. The reader will be able to take contactless cards, digital wallets and magstripe cards. In addition, BS&A Software LLC will update the city’s online payment platform.

**FISCAL IMPACTS:**

The city will have one time costs of \$1400 for card readers.

**Document originated by:**

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

**RESOLUTION NO.**

**AUTHORIZING AN AGREEMENT WITH BS&A SOFTWARE LLC TO PROVIDE  
ELECTRONIC PAYMENT SERVICES**

WHEREAS, the City Council authorized an agreement with Official Payments Corporation, on November 16, 2009 to provide electronic payment services; and

WHEREAS, the City Council authorized terminating the agreement with Official Payments Corporation and entering into an agreement with Point and Pay, LLC in November 2012; and

WHEREAS, City Administration recommends and requests the agreement with Point and Pay LLC to be terminated; and

WHEREAS, City Administration recommends and requests authorization to provide written notice of termination at least sixty (60) days prior to the expiration of the applicable agreement term; and

WHEREAS, City Administration recommends and requests an agreement with BS&A LLC for integrated payments addendum; and

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

- FIRST: the Mayor and City Clerk are authorized to sign the Integrated Payments Addendum with BS&A LLC, attached hereto and made part hereof.
- SECOND: City Administration is hereby authorized to send the required sixty day notice of termination in writing to Point and Pay, LLC.
- THIRD: the convenience fees for electronic payments by card and electronic check, as detailed in the Integrated Payments Addendum, are to be passed through to City customers for e-payment processing.

## Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

### 1. Payment Processing Services

**1.1 Processor Agreements.** As of the effective date of this Addendum, use of the Payment Processing Services is subject to the [Stripe Connected Account Agreement](#), the [Stripe Privacy Policy](#), and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

**1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

**1.3 Transaction Processing and Settlement.** Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

**1.4 Data Usage and Sharing.** Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

## **2. Payment Terms**

**2.1 Fees.** The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

**2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

**2.3 Tax Reporting.** BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

**2.4 Electronic Delivery of Tax Documents.** In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

### **3. Compliance**

**3.1 Laws and Rules.** Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

**3.2 Customer's Business.** Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

**3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

**3.4 Fraud Monitoring.** BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

**3.5 Cardholder Fee Programs.** If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

#### **4. Chargebacks**

**4.1 Chargebacks.** If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

**4.2 Investigations.** BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

## **5. Liability**

### **5.1 Indemnification.**

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

**5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH



DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

**5.3 Force Majeure.** BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

## **6. Term and Termination**

**6.1 Term.** This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

**6.2 Termination.** This Addendum will automatically terminate upon termination of the Agreement.

**6.3 Termination by BS&A.** In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

**6.4 Effect of Termination.** The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

**7. General**

**7.1 Precedence.** Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

**7.2 Amendments.** Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

**7.3 Dispute Resolution.** The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

**7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

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

Name:

Title:

Date:

## Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

### Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

### Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

### Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

### Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

**Withdrawal or Termination this Consent**

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

**System Requirements**

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

**Contact BS&A**

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

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

Name:

Title:

Date:

**Schedule A – Payment Processing Services & Fees**

Service	Fee
Payment Processing Implementa	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokeniza	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Valida	\$0
Real-Time Tran on Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transa n
lity Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transa n
lity Billing	2.8%	\$0.50
Tax	2.8%	\$0.50
Misc.	2.8%	\$0.50

ACH – Pass-Through to Payor	
Tran n Amount	Fee per Tran on
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Tran n Amount	Fee per Tran on
\$0 - \$1,000	\$1.50
\$1,001 - \$5,000	\$3.00
\$5,001 +	\$6.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)		\$

Payment Type	Accept Payments using this method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Fee Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		
ACH Fees - Counter		

<b>From:</b>	<b>Building Department</b>
<b>To:</b>	<b>Owosso City Council</b>
<b>Report Month:</b>	<b>OCTOBER 2024</b>

<b>Category</b>	<b>Estimated Cost</b>	<b>Permit Fee</b>	<b>Number of Permits</b>
ACCESSORY STRUCTURES	\$0	\$150	2
DECK	\$6,400	\$225	2
Electrical	\$0	\$3,390	15
FENCE PERMIT	\$0	\$255	3
FOUNDATION - RESIDENTIAL	\$40,271	\$845	6
INDUSTRIAL PHASE I	\$154,590	\$2,472	1
Mechanical	\$0	\$3,490	20
Plumbing	\$0	\$1,330	10
RES. ADD/ALTER/REPAIR	\$47,000	\$380	2
RES. MOBILE NEW	\$150,000	\$1,450	5
ROOF	\$118,438	\$1,870	10
ROW-ENG	\$0	\$50	1
ROW-UTILITY	\$0	\$300	7
SIDING	\$51,511	\$180	2
SIGN PERMIT	\$0	\$184	3
SOLAR PANELS	\$15,548	\$315	1
WINDOWS	\$35,030	\$170	2
<b>Totals</b>	<b>\$618,788</b>	<b>\$17,056</b>	<b>92</b>

**2023 COMPARISON TOTALS**

**OCTOBER 2023**

**\$899,748**

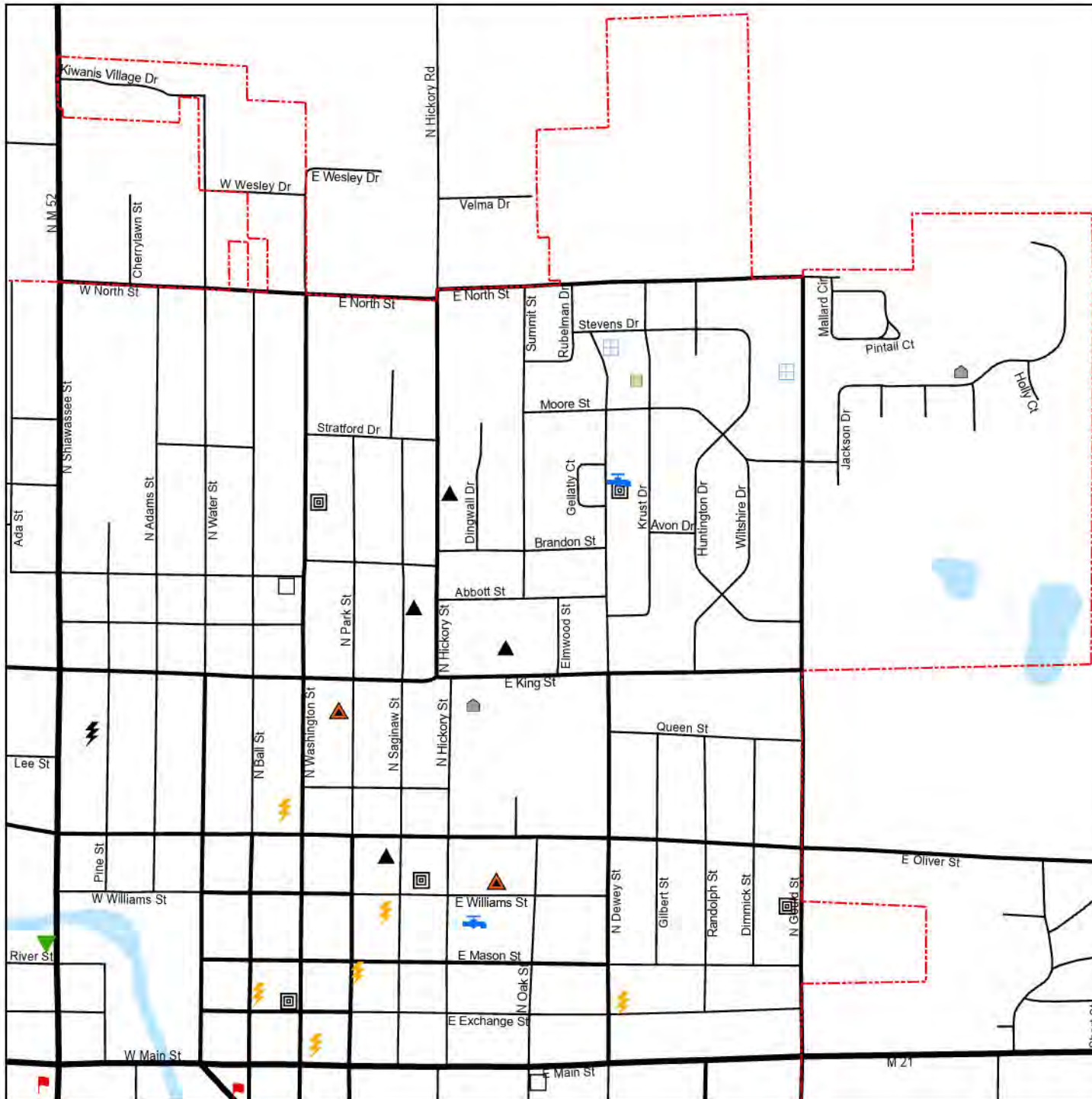
**\$26,168**

**96**

# City of Owosso

Permit Activity  
October 2024

NE Quadrant



## Category

- Accessory Structures
- Deck
- Electrical
- Electrical & Mechanical
- Foundation - Residential
- Mechanical
- Plumbing
- Roof
- ROW-Utility
- Siding
- Sign Permit
- Windows

## Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet

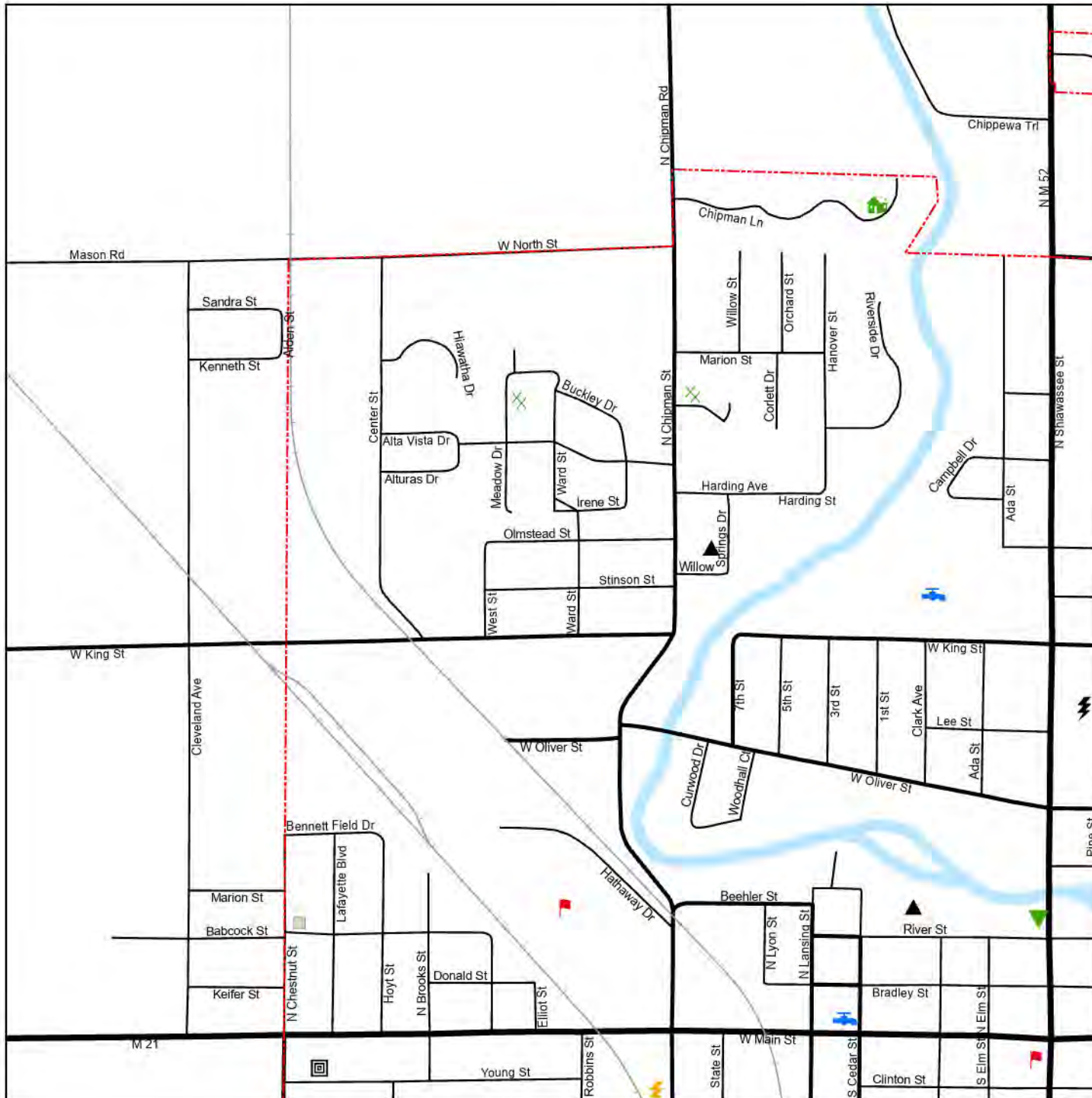




# City of Owosso

Permit Activity  
October 2024




NW Quadrant

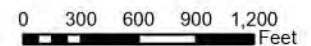


## Category

-  Deck
-  Electrical
-  Electrical & Mechanical
-  Fence
-  Foundation - Residential
-  Mechanical
-  Plumbing
-  Res. Add/Alter/Repair
-  Roof
-  Sign Permit

## Other Features

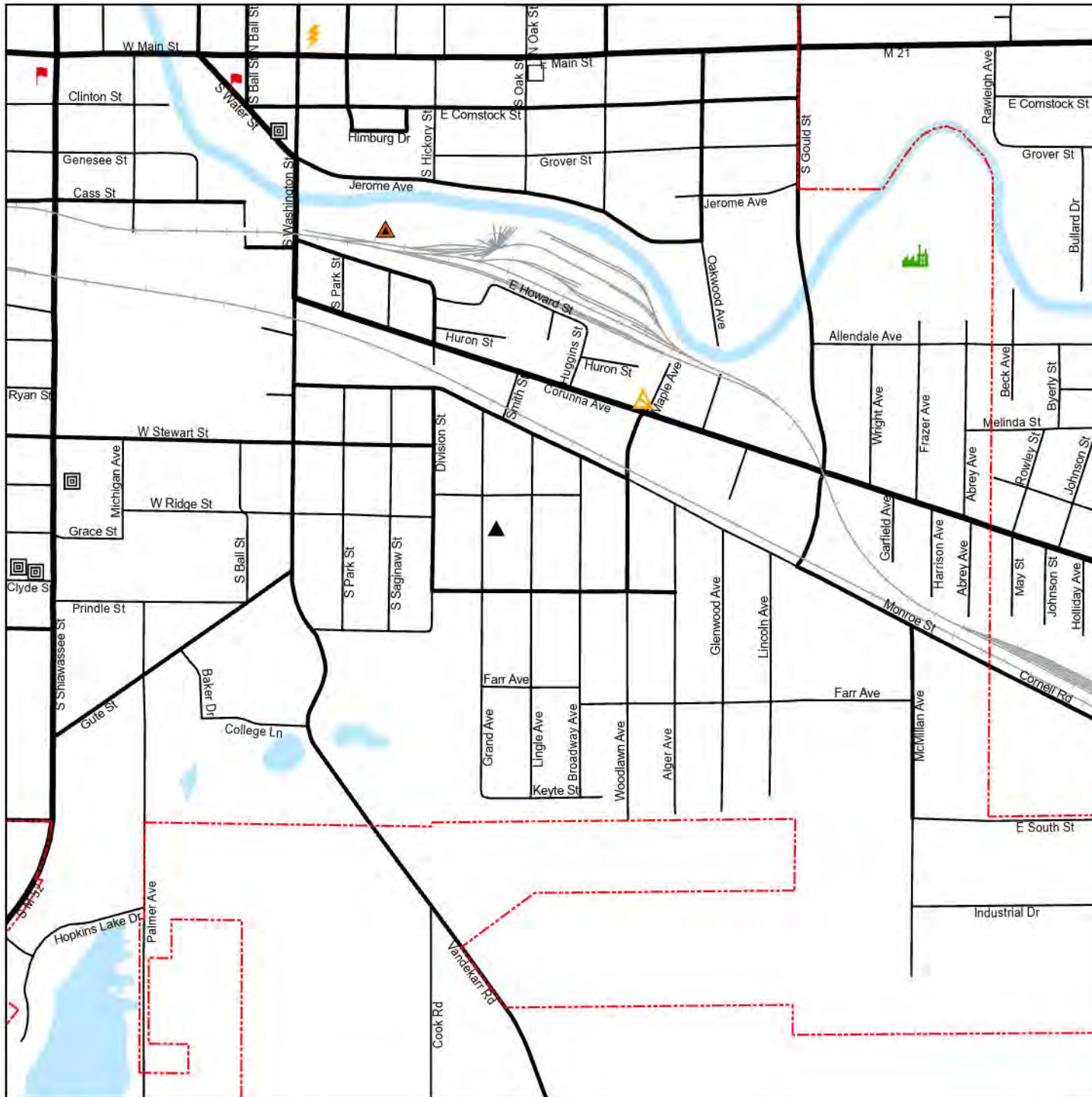
-  City Limit
-  Railroads
-  River & Lakes



# City of Owosso

Permit Activity  
October 2024




SE Quadrant



## Category

-  Electrical
-  Industrial Phase I
-  Mechanical
-  Roof
-  ROW-Utility
-  Siding
-  Solar Panels
-  Sign Permit

## Other Features

-  City Limit
-  Railroads
-  River & Lakes

0 300 600 900 1,200 Feet



# City of Owosso

Permit Activity  
October 2024

SW Quadrant



## Category

- Electrical
- Electrical & Mechanical
- Mechanical
- Multiple Permits
- Plumbing
- Res. Add/Alter/Repair
- Roof
- ROW-Utility
- Sign Permit

## Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



**Code Enforcement Activity**  
**OCTOBER 2024**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<b><u>ACCESSORY STRUCTURES</u></b>								
ENF 24-1721	FLETCHER ST	INSPECTED PROPERTY	LETTER SENT	10/25/2024	10/25/2024	01/24/2025		N
				<b>Total Entries</b>	<b>1</b>			
<b><u>APPLIANCES</u></b>								
ENF 24-1712	FREEMAN ST	RESOLVED	CLOSED	10/24/2024	10/31/2024		10/31/2024	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>AUTO REP/JUNK VEH</u></b>								
ENF 24-1164	BRADLEY ST	INSPECTED PROPERTY	CLOSED	07/18/2024	10/28/2024		10/30/2024	N
ENF 24-1591	STEWART ST	RESOLVED	CLOSED	10/08/2024	10/15/2024		10/15/2024	N
ENF 24-1750	MAIN ST	INSPECTED PROPERTY	LETTER SENT	10/30/2024	10/30/2024	11/13/2024		Y
ENF 24-1748	STEWART ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1469	NAFUS ST	LETTER SENT	CLOSED	09/19/2024	10/02/2024		10/02/2024	N
ENF 24-1551	HIRAM ST	LETTER SENT	CLOSED	09/30/2024	10/14/2024		10/15/2024	Y
				<b>Total Entries</b>	<b>6</b>			
<b><u>BRUSH PILES</u></b>								
ENF 24-1427	CLARK ST	RESOLVED	CLOSED	09/12/2024	10/02/2024		10/02/2024	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>BUILDING VIOL</u></b>								
ENF 23-0569	WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	06/12/2023	10/07/2024	11/07/2024		N
ENF 24-0343	SHIAWASSEE ST	INSPECTED PROPERTY	CLOSED	03/07/2024	10/02/2024		10/02/2024	N
ENF 20-0748	MARTIN ST	INSPECTED PROPERTY	CLOSED	09/16/2020	10/28/2024		10/30/2024	VAC
ENF 23-0631	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/22/2023	10/16/2024	11/20/2024		N

**Code Enforcement Activity**  
**OCTOBER 2024**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0677	SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/19/2022	10/22/2024	11/21/2024		VAC
ENF 24-0726	MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/30/2024	10/08/2024	11/06/2024		N
ENF 23-0128	DIVISION ST	INSPECTED PROPERTY	RED-TAGGED	02/06/2023	10/23/2024	11/25/2024		VAC
ENF 24-0121	OLIVER ST	INSPECTED PROPERTY	CLOSED	02/14/2024	10/02/2024		10/02/2024	N
ENF 20-0972	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/18/2020	10/23/2024	11/25/2024		N
ENF 21-1156	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/01/2023	10/24/2024	11/21/2024		N
ENF 22-1586	EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2022	10/23/2024	11/25/2024		COMM
ENF 19-0167	TRACY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/15/2019	10/09/2024	11/06/2024		N
ENF 24-0915	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/23/2024	10/09/2024	11/06/2024		COMM
ENF 21-1484	SAGINAW ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	09/27/2021	10/23/2024	10/23/2024		VAC
ENF 22-0167	CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/15/2022	10/02/2024	11/06/2024		N

**Total Entries      15**

**BUILDING VIOLATIONS**

ENF 24-1202	STEWART ST	INSPECTED PROPERTY	CLOSED	07/30/2024	10/01/2024		10/01/2024	N
ENF 23-0849	CARMODY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/08/2023	10/28/2024	11/25/2024		VAC
ENF 24-1553	HICKORY ST	CONTACT WITH CONTRACTOR	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1603	ADAMS ST	INSPECTED PROPERTY	CLOSED	10/09/2024	10/09/2024		10/09/2024	N
ENF 24-1756	BROADWAY AVE	LETTER SENT	RECHECK SCHEDULED	10/31/2024	10/31/2024	11/14/2024		VAC
ENF 24-1608	STEWART ST	OBTAINED PERMIT	CLOSED	10/10/2024	10/14/2024		10/14/2024	N
ENF 24-1236	GREEN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/06/2024	10/07/2024	11/07/2024		VACANT

**Total Entries      7**

**Code Enforcement Activity**  
**OCTOBER 2024**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<b><u>BUSHES-SIDEWALK VISIBILITY</u></b>								
ENF 24-1556	KING ST	RESOLVED	CLOSED	10/01/2024	10/15/2024		10/15/2024	Y
ENF 24-1531	HICKORY ST	INSPECTED PROPERTY	CLOSED	09/25/2024	10/30/2024		10/30/2024	Y
				<b>Total Entries</b>	<b>2</b>			
<b><u>CHICKENS/DUCKS</u></b>								
ENF 24-0556	SHIAWASSEE ST	RESOLVED	CLOSED	03/27/2024	10/02/2024		10/02/2024	N
ENF 24-1281	FREDERICK ST	FINAL NOTICE SENT	PENDING 1ST TICKET	08/13/2024	10/28/2024	11/11/2024		N
				<b>Total Entries</b>	<b>2</b>			
<b><u>DEAD TREE</u></b>								
ENF 24-0959	SAGINAW ST	RESOLVED	CLOSED	06/04/2024	10/08/2024		10/08/2024	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>DEMO BY NEGLECT HDC</u></b>								
ENF 22-1109	MAIN ST	FINAL NOTICE SENT	RECHECK SCHEDULED	08/05/2022	10/24/2024	12/30/2024		COMM
				<b>Total Entries</b>	<b>1</b>			
<b><u>DRAIN ISSUES</u></b>								
ENF 24-1557	SAGINAW ST	INSPECTED PROPERTY	CLOSED	10/01/2024	10/09/2024		10/09/2024	Y
				<b>Total Entries</b>	<b>1</b>			
<b><u>EXTERIOR PAINT/SIDING</u></b>								
ENF 20-0051	FLETCHER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/17/2020	10/07/2024	05/01/2025		N
ENF 20-0143	LYNN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/05/2020	10/28/2024	11/27/2024		N
				<b>Total Entries</b>	<b>2</b>			
<b><u>FENCE VIOLATION</u></b>								

**Code Enforcement Activity**  
**OCTOBER 2024**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 24-1361	NORTH ST	INSPECTED PROPERTY	CLOSED	09/05/2024	09/05/2024		10/03/2024	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>FIRE DAMAGE</u></b>								
ENF 24-0034	MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2024	10/14/2024	11/14/2024		Y
ENF 24-1295	CENTER ST	INSPECTED PROPERTY	RED-TAGGED	08/16/2024	10/24/2024	11/21/2024		N
				<b>Total Entries</b>	<b>2</b>			
<b><u>FRONT YARD PARKING</u></b>								
ENF 24-1626	YOUNG ST	LETTER SENT	RECHECK SCHEDULED	10/15/2024	10/21/2024	11/04/2024		N
ENF 24-1547	CHIPMAN ST	INSPECTED PROPERTY	CLOSED	09/26/2024	10/02/2024		10/02/2024	N
ENF 24-1548	CHIPMAN ST	RESOLVED	CLOSED	09/26/2024	10/02/2024		10/02/2024	N
ENF 24-0941	HUNTINGTON DR	RESOLVED	CLOSED	05/30/2024	10/30/2024		10/30/2024	N
ENF 24-1345	OLIVER ST	RESOLVED	CLOSED	09/03/2024	10/01/2024		10/01/2024	Y
ENF 24-0115	KING ST	RESOLVED	CLOSED	02/13/2024	10/29/2024		10/29/2024	N
ENF 24-0114	PARK ST	INSPECTED PROPERTY	CLOSED	02/13/2024	10/29/2024		10/30/2024	N
ENF 24-1610	DEWEY ST	RESOLVED	CLOSED	10/14/2024	10/29/2024		10/29/2024	N
ENF 24-1745	DINGWALL DR	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2024	10/30/2024	11/06/2024		N
ENF 24-1607	GEORGE ST	LETTER SENT	RECHECK SCHEDULED	10/10/2024	10/24/2024	11/07/2024		N
ENF 24-1731	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/13/2024		N
ENF 24-1698	KING ST	RESOLVED	CLOSED	10/23/2024	10/31/2024		10/31/2024	N
				<b>Total Entries</b>	<b>12</b>			
<b><u>FURNITURE OUTSIDE</u></b>								
ENF 24-1696	GLENWOOD AVE	RESOLVED	CLOSED	10/23/2024	10/30/2024		10/30/2024	N

**Code Enforcement Activity**  
**OCTOBER 2024**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 24-1723	OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/28/2024	10/28/2024	11/04/2024		N
ENF 24-1663	OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/21/2024	10/28/2024	11/04/2024		N
ENF 24-1517	PINE ST	RESOLVED	CLOSED	09/24/2024	10/03/2024		10/03/2024	Y
ENF 24-1598	CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	10/08/2024	10/23/2024	11/06/2024		Y
ENF 24-1664	WASHINGTON ST	RESOLVED	CLOSED	10/21/2024	10/28/2024		10/28/2024	N
ENF 24-1506	CASS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/23/2024	10/28/2024	11/11/2024		N
ENF 24-1511	DIVISION ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	Y
<b>Total Entries</b>				<b>8</b>				
<b>GARBAGE &amp; DEBRIS</b>								
ENF 24-0008	CORUNNA AVE	INSPECTED PROPERTY	LEGAL ACTION	01/04/2024	10/15/2024	11/05/2024		N
ENF 24-1594	ELIZABETH ST	INSPECTED PROPERTY	CLOSED	10/08/2024	10/08/2024		10/08/2024	Y
ENF 24-1582	AMENT ST	RESOLVED	CLOSED	10/07/2024	10/28/2024		10/28/2024	N
ENF 24-1546	RYAN ST	RESOLVED	CLOSED	09/26/2024	10/02/2024		10/02/2024	Y
ENF 24-1438	BRADLEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/16/2024	10/23/2024	11/06/2024		N
ENF 24-1580	DEWEY ST	RESOLVED	CLOSED	10/07/2024	10/21/2024		10/21/2024	Y
ENF 24-1169	BRANDON ST	RESOLVED	CLOSED	07/22/2024	10/09/2024		10/09/2024	Y
ENF 24-1549	YOUNG ST	RESOLVED	CLOSED	09/26/2024	10/03/2024		10/03/2024	Y
ENF 24-1625	DINGWALL DR	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/15/2024	10/30/2024	11/06/2024		Y
ENF 24-1590	ELIZABETH ST	RESOLVED	CLOSED	10/07/2024	10/07/2024		10/07/2024	Y
ENF 24-1732	BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/12/2024		N
ENF 24-0718	GRAND AVE	RESOLVED	CLOSED	04/29/2024	10/02/2024		10/02/2024	N



**Code Enforcement Activity**  
**OCTOBER 2024**

<b>Enf. Number</b>	<b>Address</b>	<b>Previous Status</b>	<b>Current Status</b>	<b>Filed</b>	<b>Last Action Date</b>	<b>Next Action Date</b>	<b>Date Closed</b>	<b>Rental</b>
ENF 24-1589	BROADWAY AVE	RESOLVED	CLOSED	10/07/2024	10/07/2024		10/07/2024	N
ENF 23-1355	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/12/2023	10/24/2024	11/21/2024		N
ENF 24-1622	OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/15/2024	10/29/2024	11/13/2024		N
ENF 24-1627	WASHINGTON ST	INSPECTED PROPERTY	LETTER SENT	10/15/2024	10/15/2024	11/20/2024		N
ENF 24-1499	ELLIOT ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	Y
ENF 24-0614	KENWOOD DR	INSPECTED PROPERTY	RECHECK SCHEDULED	04/04/2024	10/14/2024	11/14/2024		N
ENF 24-1668	GENESEE ST	LETTER SENT	RECHECK SCHEDULED	10/21/2024	10/30/2024	11/13/2024		Y
ENF 24-1363	BEEHLER ST	RESOLVED	CLOSED	09/06/2024	10/02/2024		10/02/2024	N
ENF 24-1508	FLETCHER ST	INSPECTED PROPERTY	1ST TICKET ISSUED	09/23/2024	10/29/2024	11/12/2024		N
ENF 24-0651	HOWARD ST	INSPECTED PROPERTY	2ND TICKET ISSUED	04/16/2024	10/28/2024	11/11/2024		N
				<b>Total Entries</b>	<b>22</b>			
<b><u>GARBAGE CANS</u></b>								
ENF 24-1550	GOODHUE ST	RESOLVED	CLOSED	09/30/2024	10/07/2024		10/07/2024	Y
				<b>Total Entries</b>	<b>1</b>			
<b><u>GARBAGE/JUNK IN ROW</u></b>								
ENF 24-1694	GLENWOOD AVE	RESOLVED	CLOSED	10/23/2024	10/30/2024		10/30/2024	N
ENF 24-1464	GLENWOOD AVE	RESOLVED	CLOSED	09/18/2024	10/01/2024		10/01/2024	N
ENF 24-1746	GLENWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2024	10/30/2024	11/06/2024		N
ENF 24-1638	WOODLAWN AVE	RESOLVED	CLOSED	10/16/2024	10/22/2024		10/22/2024	N
ENF 24-1639	WOODLAWN AVE	RESOLVED	CLOSED	10/16/2024	10/22/2024		10/22/2024	N
ENF 24-1624	ABREY AVE	LETTER SENT	RECHECK SCHEDULED	10/15/2024	10/21/2024	11/04/2024		N

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ENF 24-1440	AMENT ST	RESOLVED	CLOSED	09/16/2024	10/07/2024		10/07/2024	N
ENF 24-1611	RYAN ST	RESOLVED	CLOSED	10/14/2024	10/21/2024		10/21/2024	N
ENF 24-1593	RIVER ST	RESOLVED	CLOSED	10/08/2024	10/23/2024		10/23/2024	N
ENF 24-1585	SHIAWASSEE ST	RESOLVED	CLOSED	10/07/2024	10/14/2024		10/14/2024	Y
ENF 24-1515	HICKORY ST	RESOLVED	CLOSED	09/24/2024	10/01/2024		10/01/2024	Y
ENF 24-1572	COMSTOCK ST	RESOLVED	CLOSED	10/02/2024	10/14/2024		10/14/2024	Y
ENF 24-1602	HUNTINGTON DR	RESOLVED	CLOSED	10/09/2024	10/22/2024		10/22/2024	N
ENF 24-1720	YOUNG ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/24/2024	10/24/2024	11/07/2024		N
ENF 24-1623	SAGINAW ST	RESOLVED	CLOSED	10/15/2024	10/21/2024		10/21/2024	N
ENF 24-1733	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/06/2024		N
ENF 24-1446	PINE ST	RESOLVED	CLOSED	09/17/2024	10/03/2024		10/03/2024	Y
ENF 24-1437	HICKORY ST	RESOLVED	CLOSED	09/16/2024	10/07/2024		10/07/2024	N
ENF 24-1436	HICKORY ST	RESOLVED	CLOSED	09/16/2024	10/01/2024		10/01/2024	Y
ENF 24-1543	PEARCE ST	INSPECTED PROPERTY	CLOSED	09/25/2024	10/09/2024		10/09/2024	Y
ENF 24-1584	NORTH ST	RESOLVED	CLOSED	10/07/2024	10/22/2024		10/22/2024	Y
ENF 24-1554	KRUST DR	RESOLVED	CLOSED	10/01/2024	10/09/2024		10/09/2024	N
ENF 24-1680	ADAMS ST	LETTER SENT	RECHECK SCHEDULED	10/22/2024	10/30/2024	11/07/2024		N
ENF 24-1583	WATER ST	RESOLVED	CLOSED	10/07/2024	10/14/2024		10/14/2024	N
ENF 24-1574	WATER ST	RESOLVED	CLOSED	10/03/2024	10/10/2024		10/10/2024	N
ENF 24-1471	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	VAC
ENF 24-1571	DIVISION ST	INSPECTED PROPERTY	CLOSED	10/02/2024	10/08/2024		10/08/2024	N

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ENF 24-1659	LINGLE AVE	RESOLVED	CLOSED	10/17/2024	10/31/2024		10/31/2024	Y
ENF 24-1637	BROADWAY AVE	RESOLVED	CLOSED	10/16/2024	10/23/2024		10/23/2024	N
ENF 24-1612	CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/14/2024	10/31/2024	11/14/2024		Y
ENF 24-1416	OLIVER ST	RESOLVED	CLOSED	09/12/2024	10/01/2024		10/01/2024	N
ENF 24-1705	PARK ST	LETTER SENT	RECHECK SCHEDULED	10/24/2024	10/31/2024	11/07/2024		Y
ENF 24-1581	GOODHUE ST	RESOLVED	CLOSED	10/07/2024	10/14/2024		10/14/2024	Y
ENF 24-1722	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/28/2024	10/28/2024	11/04/2024		Y
ENF 24-1502	WASHINGTON ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	N
ENF 24-1592	ADAMS ST	RESOLVED	CLOSED	10/08/2024	10/22/2024		10/22/2024	N
ENF 24-1681	NORTH ST	LETTER SENT	RECHECK SCHEDULED	10/22/2024	10/30/2024	11/07/2024		N
ENF 24-1661	KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/21/2024	10/28/2024	11/04/2024		N
ENF 24-1573	MAIN ST	RESOLVED	CLOSED	10/02/2024	10/23/2024		10/23/2024	COMM
ENF 24-1749	OAKWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/30/2024	10/30/2024	11/06/2024		Y
ENF 24-1533	COMSTOCK ST	RESOLVED	CLOSED	09/25/2024	10/30/2024		10/30/2024	N
ENF 24-1605	BALL ST	RESOLVED	CLOSED	10/09/2024	10/16/2024		10/16/2024	N
ENF 24-1552	KENWOOD DR	RESOLVED	CLOSED	10/01/2024	10/15/2024		10/15/2024	Y
ENF 24-1613	CHIPMAN ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/21/2024	11/04/2024		N
ENF 24-1555	HICKORY ST	RESOLVED	CLOSED	10/01/2024	10/08/2024		10/08/2024	N
ENF 24-1725	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/28/2024	10/28/2024	11/04/2024		N
ENF 24-1507	MICHIGAN AVE	RESOLVED	CLOSED	09/23/2024	10/01/2024		10/01/2024	Y

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ENF 24-1697	LANSING ST	RESOLVED	CLOSED	10/23/2024	10/30/2024		10/30/2024	N
ENF 24-1545	BRADLEY ST	RESOLVED	CLOSED	09/26/2024	10/10/2024		10/10/2024	Y
ENF 24-1513	STEWART ST	RESOLVED	CLOSED	09/24/2024	10/01/2024		10/01/2024	Y
<b>Total Entries</b>				<b>50</b>				
<b><u>HDC - NOTICE OF VIOLATION</u></b>								
ENF 24-1717	EXCHANGE ST	LETTER SENT	RECHECK SCHEDULED	10/24/2024	10/16/2024	11/18/2024		COMM
ENF 24-1529	WASHINGTON	CONTACT WITH OWNER	RECHECK SCHEDULED	09/25/2024	10/30/2024	12/30/2024		COMM
ENF 24-1527	EXCHANGE ST	FINAL NOTICE SENT	RECHECK SCHEDULED	09/25/2024	10/30/2024	12/30/2024		COMM
ENF 24-1528	WASHINGTON ST	FINAL NOTICE SENT	RECHECK SCHEDULED	09/25/2024	10/30/2024	12/30/2024		COMM
<b>Total Entries</b>				<b>4</b>				
<b><u>HOUSE FIRE</u></b>								
ENF 24-1386	HUNTINGTON DR	INSPECTED PROPERTY	RED-TAGGED	09/09/2024	10/07/2024	11/07/2024		N
ENF 24-1057	CASS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/25/2024	10/28/2024	12/04/2024		N
<b>Total Entries</b>				<b>2</b>				
<b><u>HOUSE NUMBERS</u></b>								
ENF 24-1575	GOULD ST	LETTER SENT	RECHECK SCHEDULED	10/03/2024	10/03/2024	11/07/2024		COMM
ENF 24-1577	GARFIELD AVE	RESOLVED	CLOSED	10/03/2024	10/31/2024		10/31/2024	Y
ENF 24-1576	GARFIELD AVE	RESOLVED	CLOSED	10/03/2024	10/03/2024		10/03/2024	N
ENF 24-1579	ABREY AVE	RESOLVED	CLOSED	10/03/2024	10/03/2024		10/03/2024	N
ENF 24-1578	ABREY AVE	INSPECTED PROPERTY	CLOSED	10/03/2024	10/03/2024		10/03/2024	N
ENF 24-1632	LANSING ST	INSPECTED PROPERTY	CLOSED	10/16/2024	10/16/2024		10/16/2024	COMM
ENF 24-1631	LANSING ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/16/2024	11/18/2024		N

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ENF 24-1754	JENNETT ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	Y
ENF 24-1755	JENNETT ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1751	ELIZABETH ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1474	AMENT ST	INSPECTED PROPERTY	CLOSED	09/19/2024	10/21/2024		10/21/2024	N
ENF 24-1497	GRACE ST	INSPECTED PROPERTY	CLOSED	09/19/2024	10/21/2024		10/21/2024	N
ENF 24-1711	DONALD ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1710	DONALD ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1718	CLEVELAND ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1709	CARMODY ST	LETTER SENT	RECHECK SCHEDULED	10/24/2024	10/24/2024	11/25/2024		Y
ENF 24-1562	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/01/2024	10/01/2024	11/05/2024		N
ENF 24-1560	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	Y
ENF 24-1563	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1559	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1561	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1564	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/01/2024	10/01/2024	11/05/2024		N
ENF 24-1520	MARTIN ST	INSPECTED PROPERTY	FINAL NOTICE	09/24/2024	10/23/2024	11/25/2024		N
ENF 24-1485	MACK ST	RESOLVED	CLOSED	09/19/2024	10/21/2024		10/21/2024	N
ENF 24-1465	HAMPTON AVE	RESOLVED	CLOSED	09/18/2024	10/15/2024		10/15/2024	COMM
ENF 24-1600	RIVER ST	RESOLVED	CLOSED	10/08/2024	10/08/2024		10/08/2024	Y
ENF 24-1601	RIVER ST	LETTER SENT	RECHECK SCHEDULED	10/08/2024	10/08/2024	11/07/2024		Y
ENF 24-1614	ELM ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/14/2024	11/14/2024		N

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ENF 24-1615	ELM ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/14/2024	11/14/2024		N
ENF 24-1619	HOWELL ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/14/2024	11/14/2024		N
ENF 24-1616	ELM ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/14/2024	11/14/2024		N
ENF 24-1617	ELM ST	LETTER SENT	RECHECK SCHEDULED	10/14/2024	10/14/2024	11/14/2024		Y
ENF 24-1741	ELMWOOD ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1736	ABBOTT ST	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N
ENF 24-1737	ABBOTT ST	LETTER SENT	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/27/2024		N
ENF 24-1735	BRANDON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/27/2024		N
ENF 24-1734	BRANDON ST	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N
ENF 24-1372	HUNTINGTON DR	RESOLVED	CLOSED	09/09/2024	10/07/2024		10/07/2024	N
ENF 24-1382	WILTSHIRE DR	INSPECTED PROPERTY	CLOSED	09/09/2024	10/09/2024		10/09/2024	N
ENF 24-1379	WILTSHIRE DR	INSPECTED PROPERTY	CLOSED	09/09/2024	10/09/2024		10/09/2024	N
ENF 24-1378	WILTSHIRE DR	RESOLVED	CLOSED	09/09/2024	10/09/2024		10/09/2024	N
ENF 24-1540	PEARCE ST	LETTER SENT	CLOSED	09/25/2024	10/28/2024		10/28/2024	VAC
ENF 24-1524	WALNUT ST	INSPECTED PROPERTY	CLOSED	09/24/2024	10/23/2024		10/23/2024	N
ENF 24-1689	ALTA VISTA DR	LETTER SENT	RECHECK SCHEDULED	10/23/2024	10/23/2024	11/25/2024		N
ENF 24-1683	SHADY LANE	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1690	ALTURAS DR	LETTER SENT	RECHECK SCHEDULED	10/23/2024	10/23/2024	11/25/2024		N
ENF 24-1688	ALTA VISTA DR	LETTER SENT	RECHECK SCHEDULED	10/23/2024	10/23/2024	11/25/2024		N
ENF 24-1739	STRATFORD DR	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N

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ENF 24-1752	ELIZABETH ST	LETTER SENT	RECHECK SCHEDULED	10/30/2024	10/30/2024	11/25/2024		Y
ENF 24-1753	ELIZABETH ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	Y
ENF 24-1687	KING ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1665	WEST ST	LETTER SENT	RECHECK SCHEDULED	10/21/2024	10/21/2024	11/21/2024		N
ENF 24-1738	OSBURN ST	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N
ENF 24-1730	LAFAYETTE BLVD	LETTER SENT	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/27/2024		Y
ENF 24-1728	LAFAYETTE BLVD	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N
ENF 24-1729	LAFAYETTE BLVD	RESOLVED	CLOSED	10/29/2024	10/29/2024		10/29/2024	N
ENF 24-1727	LAFAYETTE BLVD	INSPECTED PROPERTY	CLOSED	10/29/2024	10/29/2024		10/30/2024	N
ENF 24-1726	LAFAYETTE BLVD	INSPECTED PROPERTY	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/05/2024		N
ENF 24-1716	HOYT ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1715	HOYT ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1714	HOYT ST	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1719	CLEVELAND ST	LETTER SENT	RECHECK SCHEDULED	10/24/2024	10/24/2024	11/26/2024		Y
ENF 24-1686	CHIPMAN ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1744	CHESTNUT ST	INSPECTED PROPERTY	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1742	ELMWOOD ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1743	ELMWOOD ST	RESOLVED	CLOSED	10/30/2024	10/30/2024		10/30/2024	N
ENF 24-1708	BUCKLEY DR	INSPECTED PROPERTY	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1707	BUCKLEY DR	RESOLVED	CLOSED	10/24/2024	10/24/2024		10/24/2024	N
ENF 24-1700	BUCKLEY DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N

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ENF 24-1701	MEADOW DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1702	MEADOW DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1704	MEADOW DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1703	MEADOW DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1699	IRENE DR	RESOLVED	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1685	SHADY LANE	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1682	SHADY LANE	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1684	SHADY LANE	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1691	WARD ST	LETTER SENT	RECHECK SCHEDULED	10/23/2024	10/23/2024	11/25/2024		N
ENF 24-1692	WARD ST	INSPECTED PROPERTY	CLOSED	10/23/2024	10/23/2024		10/23/2024	N
ENF 24-1428	ISHAM ST	INSPECTED PROPERTY	CLOSED	09/12/2024	10/10/2024		10/10/2024	N
ENF 24-1455	NAFUS ST	RESOLVED	CLOSED	09/17/2024	10/24/2024		10/24/2024	N
ENF 24-1398	RIDGE ST	RESOLVED	CLOSED	09/10/2024	10/10/2024		10/10/2024	N
ENF 24-1399	RIDGE ST	INSPECTED PROPERTY	CLOSED	09/10/2024	10/10/2024		10/10/2024	N
ENF 24-1450	ISHAM ST	INSPECTED PROPERTY	CLOSED	09/17/2024	10/24/2024		10/24/2024	N
ENF 24-1461	NAFUS ST	RESOLVED	CLOSED	09/17/2024	09/17/2024		10/24/2024	N
ENF 24-1418	HENRY ST	INSPECTED PROPERTY	CLOSED	09/12/2024	10/14/2024		10/15/2024	Y
ENF 24-1424	FREDERICK ST	INSPECTED PROPERTY	CLOSED	09/12/2024	10/14/2024		10/15/2024	N
ENF 24-1423	FREDERICK ST	RESOLVED	CLOSED	09/12/2024	10/14/2024		10/14/2024	N
ENF 24-1391	GEORGE ST	RESOLVED	CLOSED	09/10/2024	10/10/2024		10/10/2024	N



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ENF 24-1392	HERMAN ST	INSPECTED PROPERTY	CLOSED	09/10/2024	10/10/2024		10/10/2024	N
ENF 24-1667	STINSON ST	RESOLVED	CLOSED	10/21/2024	10/21/2024		10/21/2024	Y
ENF 24-1669	OLMSTEAD ST	LETTER SENT	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/25/2024		N
ENF 24-1672	OLMSTEAD ST	LETTER SENT	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/25/2024		N
ENF 24-1671	OLMSTEAD ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1670	OLMSTEAD ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1666	STINSON ST	RESOLVED	CLOSED	10/21/2024	10/21/2024		10/21/2024	N
ENF 24-1674	OLMSTEAD ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1673	OLMSTEAD ST	RESOLVED	CLOSED	10/22/2024	10/22/2024		10/22/2024	N
ENF 24-1642	STATE ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/16/2024	11/18/2024		IND
ENF 24-1644	STATE ST	RESOLVED	CLOSED	10/16/2024	10/16/2024		10/16/2024	Y
ENF 24-1643	STATE ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/16/2024	11/18/2024		N
ENF 24-1640	STATE ST	RESOLVED	CLOSED	10/16/2024	10/16/2024		10/16/2024	Y
ENF 24-1641	STATE ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/16/2024	11/18/2024		N
ENF 24-1609	CORUNNA AVE	LETTER SENT	RECHECK SCHEDULED	10/11/2024	10/14/2024	11/14/2024		COMM
ENF 24-1646	LEE ST	INSPECTED PROPERTY	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1634	LANSING ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/16/2024	11/18/2024		N
ENF 24-1633	LANSING ST	INSPECTED PROPERTY	CLOSED	10/16/2024	10/16/2024		10/16/2024	N
ENF 24-1599	RIVER ST	LETTER SENT	RECHECK SCHEDULED	10/08/2024	10/08/2024	11/07/2024		Y
ENF 24-1587	BRADLEY ST	LETTER SENT	RECHECK SCHEDULED	10/07/2024	10/07/2024	11/07/2024		N
ENF 24-1586	BRADLEY ST	LETTER SENT	RECHECK SCHEDULED	10/07/2024	10/07/2024	11/07/2024		N

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ENF 24-1588	LANSING ST	INSPECTED PROPERTY	RESOLVED	10/07/2024	10/07/2024		10/07/2024	Y
ENF 24-1444	MAIN ST	RESOLVED	CLOSED	09/16/2024	10/16/2024		10/16/2024	COMM
ENF 24-1618	HOWELL ST	RESOLVED	CLOSED	10/14/2024	10/14/2024		10/14/2024	Y
ENF 24-0792	CLINTON ST	RESOLVED	CLOSED	05/09/2024	10/10/2024		10/10/2024	N
ENF 24-1648	ADA ST	INSPECTED PROPERTY	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1651	CLARK ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1649	CLARK ST	LETTER SENT	RECHECK SCHEDULED	10/17/2024	10/17/2024	11/18/2024		N
ENF 24-1647	ADA ST	LETTER SENT	RECHECK SCHEDULED	10/17/2024	10/17/2024	11/18/2024		N
ENF 24-1650	CLARK ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1652	FIRST ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1653	THIRD ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1657	FIFTH ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1655	FIFTH ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1654	FIFTH ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1629	SEVENTH ST	LETTER SENT	RECHECK SCHEDULED	10/15/2024	10/15/2024	11/14/2024		N
ENF 24-1628	SEVENTH ST	LETTER SENT	RECHECK SCHEDULED	10/15/2024	10/15/2024	11/14/2024		N
ENF 24-1656	FIFTH ST	RESOLVED	CLOSED	10/17/2024	10/17/2024		10/17/2024	N
ENF 24-1630	SEVENTH ST	RESOLVED	CLOSED	10/15/2024	10/15/2024		10/15/2024	N
ENF 24-1568	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/01/2024	10/01/2024	11/05/2024		N
ENF 24-1569	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N

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ENF 24-1570	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1493	FLETCHER ST	RESOLVED	CLOSED	09/19/2024	10/22/2024		10/22/2024	N
ENF 24-1565	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/01/2024	10/01/2024	11/05/2024		N
ENF 24-1566	RYAN ST	RESOLVED	CLOSED	10/01/2024	10/01/2024		10/01/2024	N
ENF 24-1512	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/24/2024	10/24/2024	11/25/2024		Y
ENF 24-1567	RYAN ST	LETTER SENT	RECHECK SCHEDULED	10/01/2024	10/01/2024	11/05/2024		COMM
ENF 24-1757	WILLOW SPRINGS DR	RESOLVED	CLOSED	10/31/2024	10/31/2024		10/31/2024	N
ENF 24-1606	ELM	LETTER SENT	RECHECK SCHEDULED	10/10/2024	10/10/2024	11/11/2024		COMM
<b>Total Entries</b>				<b>138</b>				
<b><u>IMMINENT DANGER OF STRUCTURE</u></b>								
ENF 22-0059	DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/21/2022	10/28/2024	11/27/2024		VAC
<b>Total Entries</b>				<b>1</b>				
<b><u>LAWN MAINTENANCE</u></b>								
ENF 24-0910	GLENWOOD AVE	REF TO MOWING CONTRACTOR	CLOSED	05/23/2024	10/07/2024		10/07/2024	VAC
ENF 24-1255	PINE ST	INSPECTED PROPERTY	CLOSED	08/08/2024	10/02/2024		10/02/2024	N
ENF 24-0844	MILWAUKEE ST	INSPECTED PROPERTY	CLOSED	05/15/2024	10/02/2024		10/02/2024	VAC
ENF 24-0846	CEDAR ST	RESOLVED	CLOSED	05/15/2024	10/07/2024		10/07/2024	VACANT LOT
ENF 24-0849	YOUNG ST	INSPECTED PROPERTY	CLOSED	05/15/2024	10/08/2024		10/08/2024	N
ENF 24-0564	ADAMS ST	REF TO MOWING CONTRACTOR	CLOSED	03/28/2024	10/08/2024		10/08/2024	VAC
ENF 24-1374	DIVISION ST	INSPECTED PROPERTY	CLOSED	09/09/2024	09/25/2024		10/03/2024	N
ENF 24-1452	MONROE	RESOLVED	CLOSED	09/17/2024	10/01/2024		10/01/2024	

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								LOT
ENF 24-0826	DIVISION ST	REF TO MOWING CONTRACTOR	CLOSED	05/14/2024	10/08/2024		10/08/2024	VAC
ENF 24-0899	MAIN ST	REF TO MOWING CONTRACTOR	CLOSED	05/22/2024	10/08/2024		10/08/2024	VACANT
ENF 24-1029	MCMILLAN AVE	RESOLVED	CLOSED	06/19/2024	10/02/2024		10/02/2024	IND
ENF 24-1135	CHIPMAN ST	REF TO MOWING CONTRACTOR	CLOSED	07/16/2024	10/09/2024		10/09/2024	VACANT LOT
ENF 24-0862	CORUNNA AVE	REF TO MOWING CONTRACTOR	CLOSED	05/16/2024	10/09/2024		10/09/2024	VAC
ENF 24-0931	PARK ST	INSPECTED PROPERTY	CLOSED	05/29/2024	10/09/2024		10/09/2024	VACANT LOT
ENF 24-0893	ELM ST	INSPECTED PROPERTY	CLOSED	05/22/2024	10/02/2024		10/02/2024	VACANT LOT
			<b>Total Entries</b>	<b>15</b>				
<b><u>MECHANICAL VIOLATIONS</u></b>								
ENF 24-1414	KING ST	RESOLVED	CLOSED	09/11/2024	10/24/2024		10/24/2024	COMM
			<b>Total Entries</b>	<b>1</b>				
<b><u>MISC.</u></b>								
ENF 24-1620	RIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/15/2024	10/15/2024	05/15/2025		N
			<b>Total Entries</b>	<b>1</b>				
<b><u>MULTIPLE VIOLATIONS</u></b>								
ENF 24-1514	GLENWOOD AVE	FINAL NOTICE SENT	RECHECK SCHEDULED	09/24/2024	10/30/2024	11/06/2024		VACANT
ENF 24-0936	WOODLAWN AVE	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	05/29/2024	10/31/2024	11/14/2024		N
ENF 24-0140	MELINDA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/21/2024	10/28/2024	11/11/2024		Y
ENF 24-1677	WRIGHT AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/05/2024		Y

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ENF 24-1676	CORUNNA AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/05/2024		Y
ENF 24-1532	KING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/25/2024	10/22/2024	11/06/2024		N
ENF 24-0890	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/21/2024	10/02/2024	11/07/2024		N
ENF 24-1662	AMENT ST	RESOLVED	CLOSED	10/21/2024	10/28/2024		10/28/2024	Y
ENF 23-1365	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/13/2023	10/28/2024	12/18/2024		N
ENF 24-0833	MILWAUKEE ST	INSPECTED PROPERTY	PENDING 2ND TICKET	05/15/2024	10/29/2024	11/12/2024		N
ENF 24-1313	CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/20/2024	10/22/2024	11/06/2024		COMM
ENF 23-0156	CHIPMAN ST	INSPECTED PROPERTY	LEGAL ACTION	02/16/2023	10/30/2024	11/06/2024		N
ENF 21-1578	ROBBINS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/14/2021	10/28/2024	11/25/2024		COMM
ENF 23-1108	MAIN ST	INSPECTED PROPERTY	LEGAL ACTION	10/17/2023	10/07/2024	11/04/2024		N
ENF 24-0091	STATE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/06/2024	10/29/2024	11/05/2024		N
ENF 24-1544	DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/26/2024	10/30/2024	11/07/2024		N
ENF 24-1679	OAK ST	INSPECTED PROPERTY	CLOSED	10/22/2024	10/31/2024		10/31/2024	N
ENF 24-1294	YOUNG ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/15/2024	10/22/2024	11/04/2024		N
ENF 23-1358	HICKORY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/12/2023	10/21/2024	11/05/2024		N
ENF 24-0494	OLIVER ST	INSPECTED PROPERTY	CLOSED	03/19/2024	10/28/2024		10/30/2024	N
ENF 24-0495	OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/19/2024	10/28/2024	11/28/2024		N
ENF 24-1635	PINE ST	LETTER SENT	RECHECK SCHEDULED	10/16/2024	10/30/2024	11/07/2024		Y
ENF 24-1596	PINE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/08/2024	10/21/2024	11/04/2024		
ENF 24-0907	PINE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/23/2024	10/28/2024	11/11/2024		VAC
ENF 24-0113	PINE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/13/2024	10/30/2024	11/13/2024		N

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ENF 24-1530	ADAMS ST	LETTER SENT	RECHECK SCHEDULED	09/25/2024	10/28/2024	11/11/2024		Y
ENF 24-1695	PEARCE ST	LETTER SENT	RECHECK SCHEDULED	10/23/2024	10/30/2024	11/13/2024		N
ENF 24-1597	PARK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/08/2024	10/24/2024	11/07/2024		N
ENF 24-1675	BALL ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/05/2024		N
ENF 24-1693	LINGLE AVE	RESOLVED	CLOSED	10/23/2024	10/30/2024		10/30/2024	N
ENF 24-1595	BROADWAY AVE	INSPECTED PROPERTY	CLOSED	10/08/2024	10/29/2024		10/30/2024	Y
ENF 24-1706	BROADWAY AVE	RESOLVED	CLOSED	10/24/2024	10/31/2024		10/31/2024	N
ENF 24-0720	GRAND AVE	INSPECTED PROPERTY	CLOSED	04/29/2024	10/01/2024			N
ENF 24-1262	LINGLE AVE	FINAL NOTICE SENT	RECHECK SCHEDULED	08/08/2024	10/31/2024	11/14/2024		N
ENF 23-0368	BROADWAY AVE	RESOLVED	CLOSED	05/08/2023	10/14/2024		10/14/2024	N
ENF 23-1354	SAGINAW ST	RESOLVED	CLOSED	12/12/2023	10/10/2024		10/10/2024	Y
ENF 24-1621	WATER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/15/2024	10/31/2024	11/07/2024		Y
ENF 24-1447	MAIN ST	RESOLVED	CLOSED	09/17/2024	10/16/2024		10/16/2024	N
ENF 24-0333	LYNN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/06/2024	10/29/2024	11/12/2024		N
ENF 24-1403	CHIPMAN ST	RESOLVED	CLOSED	09/10/2024	10/14/2024		10/14/2024	N
ENF 24-1558	SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	10/01/2024	10/22/2024	11/06/2024		N
ENF 24-1658	STEWART ST	INSPECTED PROPERTY	LETTER SENT	10/17/2024	10/31/2024	11/14/2024		N
ENF 24-1724	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/28/2024	10/28/2024	11/04/2024		N
ENF 24-1713	MACK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/24/2024	10/24/2024	11/07/2024		N
ENF 24-1183	BALL ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/26/2024	10/30/2024	11/06/2024		VACANT LOT

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ENF 21-1592	STEWART ST	INSPECTED PROPERTY	LEGAL ACTION	10/19/2021	10/29/2024	11/13/2024		N
ENF 24-1740	SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/29/2024	10/29/2024	11/06/2024		Y
ENF 24-1008	LANSING ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/13/2024	10/21/2024	11/04/2024		Y
ENF 24-1235	KING ST	INSPECTED PROPERTY	LETTER SENT	08/06/2024	10/21/2024	11/04/2024		N
<b>Total Entries</b>				<b>49</b>				
<b><u>RENTAL REGISTRATION</u></b>								
ENF 24-1338	SAGINAW ST	RENTAL REG FORM SUBMITTED	CLOSED	08/27/2024	10/24/2024		10/31/2024	Y
ENF 24-1747	LAFAYETTE BLVD	COMPLAINT LOGGED	LETTER SENT	10/30/2024	10/30/2024	11/22/2024		Y
<b>Total Entries</b>				<b>2</b>				
<b><u>ROW VIOLATIONS</u></b>								
ENF 24-1678	OAKWOOD AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	10/22/2024	10/22/2024	11/05/2024		N
<b>Total Entries</b>				<b>1</b>				
<b><u>SIGN VIOLATION</u></b>								
ENF 23-1348	MAIN ST	RESOLVED	CLOSED	12/11/2023	10/16/2024		10/16/2024	COMM
ENF 24-1025	WATER	INSPECTED PROPERTY	CLOSED	06/18/2024	10/24/2024		10/24/2024	COMM
<b>Total Entries</b>				<b>2</b>				
<b><u>TEMPORARY STRUCTURES</u></b>								
ENF 23-1357	CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/12/2023	10/15/2024	11/20/2024		N
ENF 24-0961	RYAN ST	LETTER SENT	RECHECK SCHEDULED	06/04/2024	10/07/2024	04/07/2025		N
ENF 24-1046	STEWART ST	RESOLVED	CLOSED	06/24/2024	10/31/2024		10/31/2024	N
ENF 24-1636	WILTSHIRE DR	CONTACT WITH OWNER	RECHECK SCHEDULED	10/16/2024	10/18/2024	04/16/2025		N
ENF 24-1645	SHIAWASSEE ST	LETTER SENT	RECHECK SCHEDULED	10/17/2024	10/17/2024	04/17/2025		Y

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ENF 24-1013	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/17/2024	10/21/2024	11/21/2024		N
ENF 24-1105	RANDOLPH ST	RESOLVED	CLOSED	07/10/2024	10/10/2024		10/10/2024	N
ENF 24-1117	SOUTH ST	INSPECTED PROPERTY	1ST TICKET ISSUED	07/11/2024	10/07/2024	11/07/2024		Y
ENF 21-0380	GRACE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/11/2021	10/02/2024	11/04/2024		N
ENF 23-0658	CEDAR ST	INSPECTED PROPERTY	2ND TICKET ISSUED	06/29/2023	10/28/2024	11/11/2024		N
<b>Total Entries</b>				<b>10</b>				
<b><u>TRAILER VIOLATIONS</u></b>								
ENF 24-1604	BEEHLER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/09/2024	10/23/2024	11/13/2024		N
<b>Total Entries</b>				<b>1</b>				
<b><u>TREES HANGING OVER ROW</u></b>								
ENF 24-1481	DIVISION ST	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1482	DIVISION ST	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1483	DIVISION ST	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1480	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1479	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1478	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	VAC
ENF 24-1477	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/17/2024		10/17/2024	N
ENF 24-1468	GRAND AVE	RESOLVED	CLOSED	09/19/2024	10/03/2024		10/03/2024	N
ENF 24-1516	SAGINAW ST	RESOLVED	CLOSED	09/24/2024	10/15/2024		10/15/2024	N
ENF 24-1504	LANSING ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	Y
ENF 24-1505	LANSING ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	N



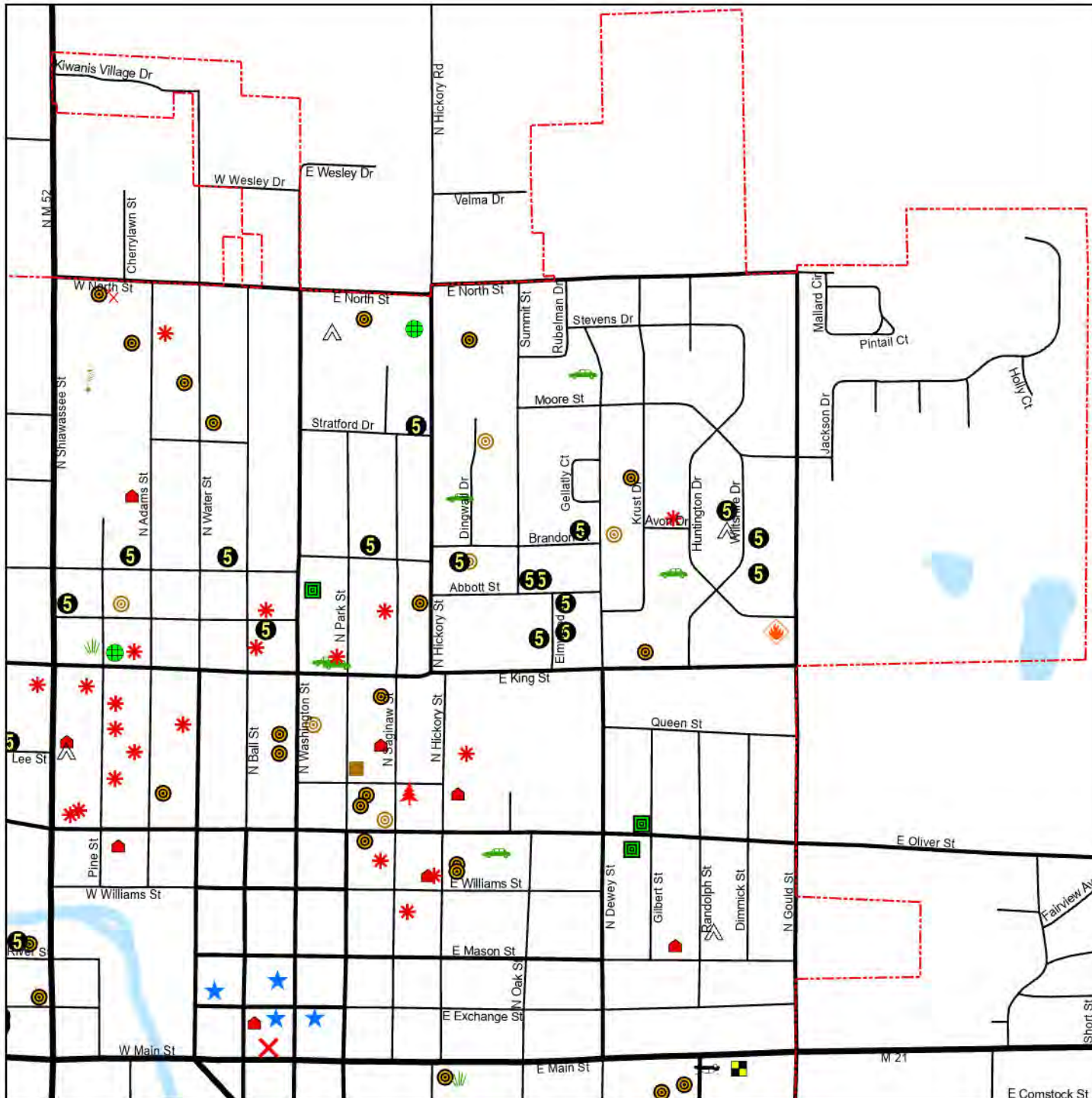
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ENF 24-1503	LYON ST	RESOLVED	CLOSED	09/23/2024	10/07/2024		10/07/2024	N	
<b>Total Entries</b>				<b>12</b>					
<b><u>VACANT STRUCTURES</u></b>									
ENF 20-0755	CARMODY ST	INSPECTED PROPERTY	CLOSED	09/18/2020	10/28/2024		10/30/2024	VAC	
ENF 24-0728	ADAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/01/2024	10/16/2024	11/18/2024		VAC	
<b>Total Entries</b>				<b>2</b>					
<b><u>WATER/WELL VIOLATION</u></b>									
ENF 24-1150	THIRD ST	REF TO DPW	CLOSED	07/17/2024	10/10/2024		10/10/2024	N	
<b>Total Entries</b>				<b>1</b>					
<b><u>ZONING</u></b>									
ENF 24-1079	MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	07/02/2024	10/30/2024	11/27/2024		N	
<b>Total Entries</b>				<b>1</b>					
<b>Total Records:</b>		<b>379</b>				Total Pages:	22		

# City of Owosso

## Code Enforcement Activity October 2024

### NE Quadrant

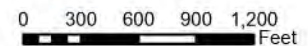


#### Category

- Auto Repair/Junk Vehicle
- Building Violations
- Bushes-Sidewalk Visibility
- Chickens/Ducks
- Demo By Neglect Hdc
- Fence Violation
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In ROW
- HDC - Notice Of Violation
- House Numbers
- Lawn Maintenance
- Multiple Violations
- Temporary Structures
- Trees Hanging Over Row
- Zoning

#### Other Features

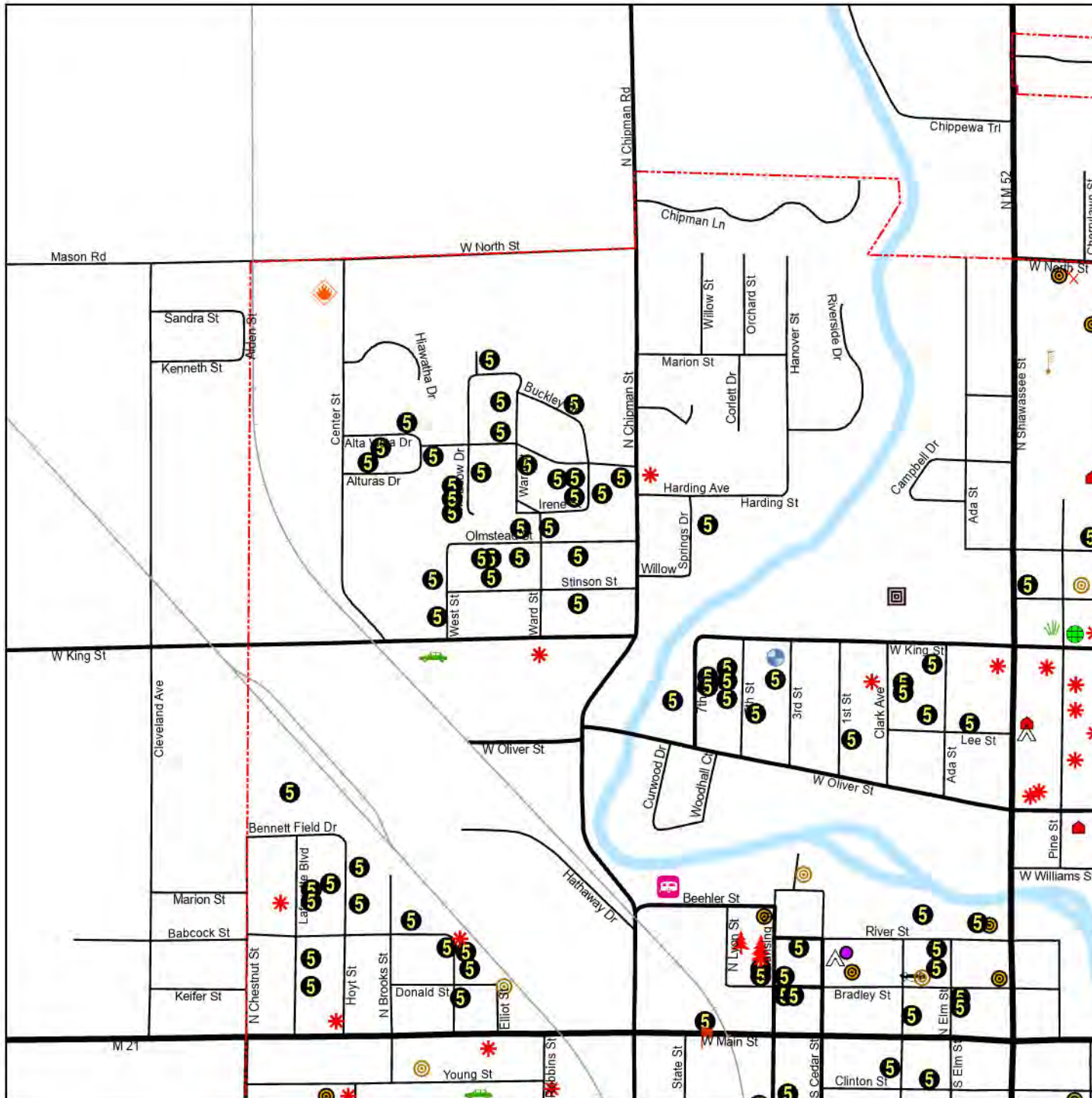
- City Limit
- Railroads
- River & Lakes



# City of Owosso

## Code Enforcement Activity October 2024

### NW Quadrant



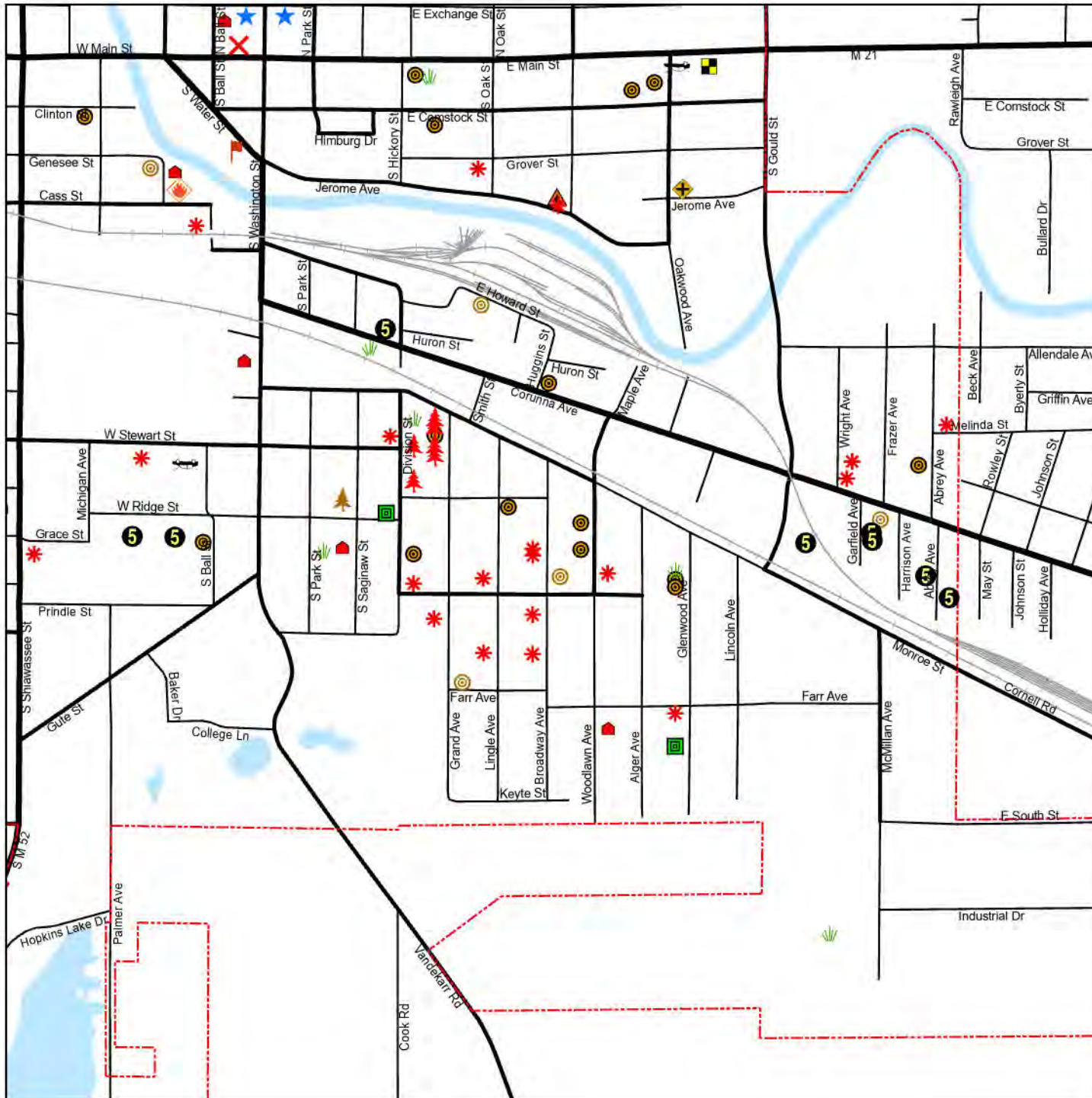
- Category**
- Auto Repair/Junk Vehicle
  - Building Violations
  - Bushes-Sidewalk Visibility
  - Chickens/Ducks
  - Fence Violation
  - Fire Damage
  - Front Yard Parking
  - Garbage & Debris
  - Garbage/Junk In ROW
  - House Numbers
  - Lawn Maintenance
  - Mechanical Violations
  - Misc.
  - Multiple Violations
  - Sign Violation
  - Temporary Structures
  - Trailer Violations
  - Trees Hanging Over Row
  - Water/Well Violation

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

# City of Owosso

## Code Enforcement Activity October 2024

### SE Quadrant



- Category**
- Auto Repair/Junk Vehicle
  - Building Violations
  - Dead Tree
  - Demo By Neglect Hdc
  - Fire Damage
  - Furniture Outside
  - Garbage & Debris
  - Garbage/Junk In ROW
  - HDC - Notice Of Violation
  - House Numbers
  - Imminent Danger Of Structure
  - Lawn Maintenance
  - Multiple Violations
  - ROW Violations
  - Sign Violation
  - Trees Hanging Over Row
  - Zoning

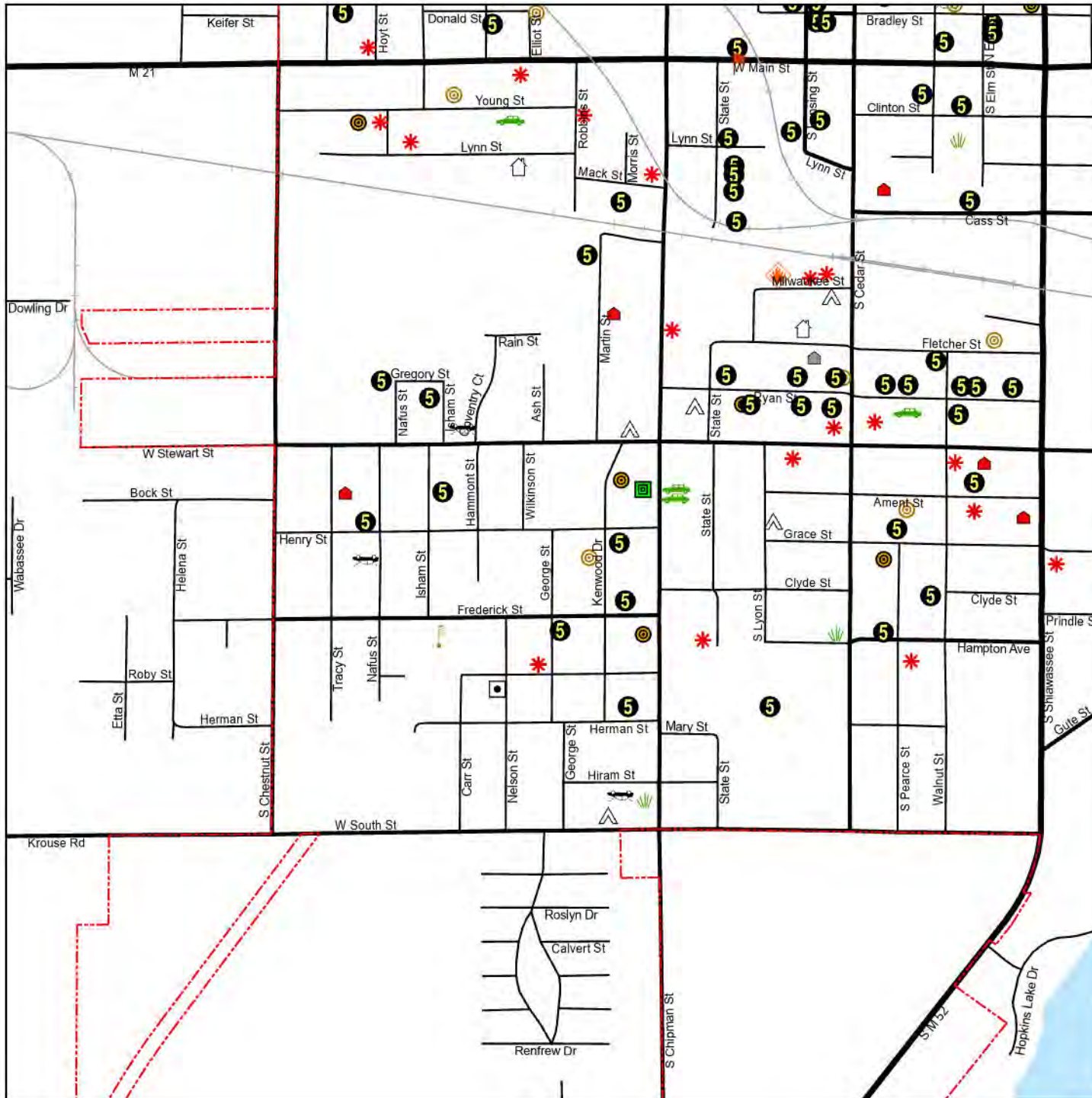
- Other Features**
- City Limit
  - Railroads
  - River & Lakes
- 0 300 600 900 1,200 Feet
-

# City of Owosso

## Code Enforcement Activity

### October 2024

### SW Quadrant



#### Category

- Accessory Structures
- Appliances
- Auto Repair/Junk Vehicle
- Building Violations
- Chickens/Ducks
- Exterior Paint/Siding
- Fire Damage
- Front Yard Parking
- Furniture Outside
- Garbage & Debris
- Garbage/Junk In ROW
- House Numbers
- Lawn Maintenance
- Multiple Violations
- Sign Violation
- Temporary Structures

#### Other Features

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



**Monthly Inspection List  
OCTOBER 2024**

CHARLES, NATHAN	BUILDING OFFICIAL Total Inspections:	<b>145</b>
BOOTH, MARK	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	<b>31</b>
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	<b>22</b>
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	<b>206</b>
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	<b>224</b>
<b>Grand Total Inspections:</b>		<b>628</b>

**CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2024**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>ADULT USE RECREATIONAL RETAIL</b>												
1				1			1		1			4
\$5,000				\$5,000			\$5,000		\$5,000			\$20,000
<b>AMPHITHEATER</b>												
					7	2	5		1			15
					\$50	\$0	\$200		\$50			\$300
<b>BENTLEY PARK RENTAL</b>												
				2	10	10	12	6	1			41
				\$50	\$275	\$325	\$350	\$150	\$25			\$1,175
<b>GROWER LICENSE (Medical)</b>												
								1				1
								\$5,000				\$5,000
<b>HARMON PATRIDGE PARK RENTAL</b>												
					20	16	15	10	3			64
					\$550	\$400	\$450	\$300	100			\$1,800
<b>MOBILE FOOD VENDING (Food Truck License)</b>												
					1	1	1					3
					\$150	\$150	\$150					\$450
<b>PROCESSOR LICENSE</b>												
1												1
\$5,000												\$5,000
<b>PROVISIONING CENTER</b>												
1							1		1			3
\$5,000							\$5,000		\$5,000			\$15,000
<b>RECREATIONAL GROW</b>												
1								1				2
\$5,000								\$5,000				\$10,000
<b>RENTAL (Renewals)</b>												
118	48	26	33	3	3	8	3	3	2			247
\$7,550	\$3,300	\$2,550	\$2,500	\$150	\$250	\$550	\$150	\$150	\$100			\$17,250
<b>RENTAL REGISTRATIONS (New)</b>												
5	5	1	6	4	4	0	4	2	2			33
\$250	\$250	\$50	\$300	\$250	\$200	\$0	\$200	\$100	\$100			\$1,700
<b>RESIDENTIAL DESIGNATED PARKING</b>												
					7							7
					\$840							\$840
<b>TOTALS:</b>												
127	53	27	39	10	52	37	42	23	11	0	0	421
\$27,800	\$3,550	\$2,600	\$2,800	\$5,450	\$2,315	\$1,425	\$11,500	\$10,700	\$10,375	\$0	\$0	\$78,515



# OWOSSO POLICE DEPARTMENT

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

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## *MEMORANDUM*

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DATE: 6 November 2024  
TO: Owosso City Council  
FROM: Eric E. Cherry  
Police Department Captain  
RE: October 2024 Police Activity Report

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Owosso Police held a “Coffee with a Cop” Event at Foster’s Coffee.

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. We also attended the Sexual Assault Response Team (SART) meeting coordinated by The Safe Center.

Owosso Police administrators attended the RESD Public Safety Program Advisory Committee meeting and discussed avenues of partnership in the program.

The Owosso Police AVI Instructors observed Salem Lutheran School’s active shooter drill.

The Owosso Police Administration attended the MMRMA Lower Peninsula Law Enforcement Advisory Committee 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 effected by overdose.

The Owosso Police Range Instructors hosted a range for our annual state qualifications on firearms at the Shiawassee County Sheriff’s Office Range.

Community Police Officer Ryan Jenkins attended the 2024 Summit on Ending Homelessness in Lansing Michigan.

Master Plan Goal 3.1, 3.2



**October - 5 YEAR AVERAGE**

	2020-Oct	2021-Oct	2022-Oct	2023-Oct	2024-Oct	Oct 5YR AVG
Part I Crimes	29	32	26	29	19	27
Part II Crimes	53	71	85	80	95	76.8
Violent Crimes	16	10	9	3	9	9.4
Total Reports	136	135	168	176	161	155.2
Felony Arrests	6	11	6	4	14	8.2
Total Arrests	29	34	35	34	39	34.2
Traffic Stops	63	35	52	80	27	51.4
All Dispatched Events	565	887	1032	1003	692	835.8

**LAST 12 MONTHS**

	2022- Dec	2023- Jan	2023- Feb	2023- Mar	2023- Apr	2023- May	2023- Jun	2022- Jul	2023- Aug	2023- Sep	2023- Oct	2023- Nov	Last 12 Months	Average
Part I Crimes	15	20	16	26	23	31	34	30	26	25	29	19	294	24.5
Part II Crimes	78	71	71	96	95	129	85	111	99	97	80	95	1107	92.25
Violent Crimes	3	5	5	4	7	6	11	12	7	10	3	9	82	6.83
Total Reports	151	141	133	170	183	194	179	202	178	184	176	161	2052	171
Felony Arrests	2	8	7	8	5	6	6	10	7	8	4	14	85	7.08
Total Arrests	35	44	33	39	31	40	36	45	31	45	34	39	452	37.67
Traffic Stops	192	213	222	130	151	78	58	82	100	63	80	27	1396	116.33
All Dispatched Events	991	1071	1006	969	1004	1061	898	903	915	886	1003	692	11399	949.92



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

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# *MEMORANDUM*

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DATE: November 6, 2024

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: October 2024 Fire & Ambulance Report

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Attached are the statistics for the Owosso Fire Department (OFD) for September 2024. The Owosso Fire Department responded to 268 incidents in the month of August.

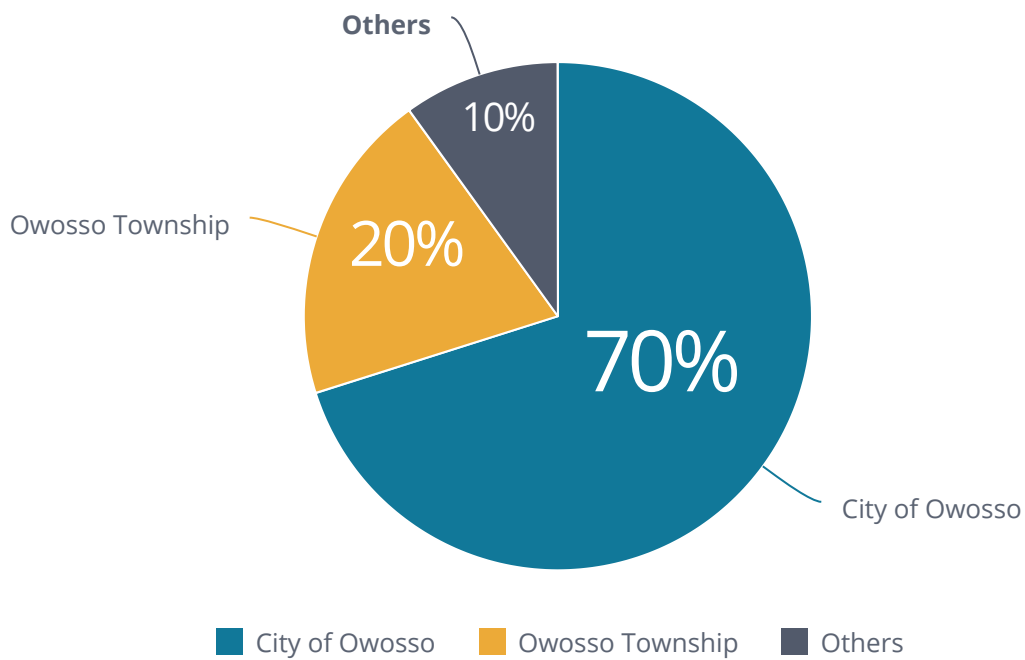
OFD responded to 17 fire or rescue calls and EMS responded to 251 EMS calls. Two of the calls were mutual aid calls to other jurisdictions.

# Call Volume per Zone EMS

Filter statement

Filters **Days in Dispatched** 10/1/24 to 10/31/24 | **Is Locked** true | **Is Active** true

Scene Zone	# of unique Incident Number
City of Owosso	176
Corunna EMS Coverage Area	7
Fairfield Township	6
Laingsburg Coverage Area	1
Middlebury Township	4
Owosso Township	50
PERRY Ambulance Coverage Area	2
Rush Township	3
ZONE 4	2



**REGULAR MEETING MINUTES OF THE  
OWOSSO MAIN STREET & DOWNTOWN DEVELOPMENT AUTHORITY  
CITY OF OWOSSO**

**November 6, 2024, AT 7:30 A.M.**

**CALL TO ORDER:** The meeting was called to order by Vice-Chair Lance Omer at 7:30 A.M.

**ROLL CALL:** Taken by Lizzie Fredrick

**PRESENT:** Vice-Chair Lance Omer and Commissioners Daylen Howard, Jill Davis, Dakota Woodworth, Allié McGuire, and Mayor Robert J. Teich Jr. Josh Ardelean arrived at 7:33 A.M. and left at 7:56 A.M.

**ABSENT:** Chair Bill Gilbert and Commissioner Emily Olson

**STAFF PRESENT:** Lizzie Fredrick, OMS & DDA Director

**AGENDA:**

**MOVED BY DAVIS SUPPORTED BY HOWARD TO APPROVE THE NOVEMBER 6, 2024, OWOSSO MAIN STREET AND DOWNTOWN DEVELOPMENT AUTHORITY AGENDA AS PRESENTED WITH THE ADDITION OF GLOW OWOSSO FIREWORKS AS AN ITEM OF BUSINESS.**

**AYES: ALL  
MOTION CARRIED**

**MINUTES:**

**MOVED BY HOWARD, SUPPORTED BY TEICH TO APPROVE THE OCTOBER 2, 2024, OWOSSO MAIN STREET AND DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING MINUTES.**

**AYE: ALL  
MOTION CARRIED**

**PUBLIC COMMENTS:** None

**REPORTS:** Fredrick presented the financial reports and highlighted the increase in unique drivers utilizing the Electric Vehicle Charging Stations and that revenue from the charging stations reached approximately \$800 for the month of October.

**ITEMS OF BUSINESS:**

1. **Downtown Social District and Commons Area Expansion:** Fredrick presented the Downtown Social District Map with an expanded boundary and commons area.

Fredrick noted that the expanded boundary includes the public parking lot next to The Armory, the Shook Riverside Development, located at 312 W. Main Street, and the sidewalk between The Sideline Sports Bar's main entrance and Washington Street.

**MOVED BY HOWARD, SUPPORTED BY MCGUIRE TO APPROVE THE EXPANSION OF THE DOWNTOWN SOCIAL DISTRICT BOUNDARY AND DOWNTOWN COMMONS AREA IDENTIFIED ON THE ATTACHED DOWNTOWN OWOSSO SOCIAL DISTRICT MAP AND RECOMMEND THE OWOSSO CITY COUNCIL APPROVE THE EXPANSION.**

**AYE: ALL  
MOTION CARRIED**

2. **Revolving Loan & Grant Program Revisions:** Omer presented the revised Revolving Loan & Grant Program for the 2024 – 2025 Fiscal Year.

Howard highlighted changes such as an increase in the total borrowing amount to \$200,000 and the security of future loans.

Omer noted the partnership presented in the Memorandum of Understanding with the Lapeer Development Corporation will help the administrative process for the program's loans.

**MOVED BY HOWARD, SUPPORTED BY ARDELEAN TO APPROVE THE REVOLVING LOAN & GRANT PROGRAM REVISIONS AND RECOMMEND THE OWOSSO CITY COUNCIL APPROVE THE REVOLVING LOAN & GRANT PROGRAM REVISIONS AND MEMORANDUM OF UNDERSTANDING WITH THE LAPEER DEVELOPMENT CORPORATION.**

**AYE: ALL**

**MOTION CARRIED**

3. **Glow Owosso Fireworks:** Fredrick shared that the Glow Owosso Event Committee has offered to add a fireworks display to their event since the NYE Block Party will not be taking place this year.

**MOVED BY MCGUIRE, SUPPORTED BY WOODWORTH TO APPROVE A CONTRACT WITH WOLVERINE FIREWORKS DISPLAY, INC. IN THE AMOUNT OF \$3,000 FOR THE NOVEMBER 29, 2024, GLOW OWOSSO EVENT.**

**AYE: ALL**

**MOTION CARRIED**

#### **COMMITTEE UPDATES:**

1. **Organization:** Woodworth provided a recap of the Volunteer Appreciation Event. Fredrick noted that about 35 volunteers attended.
2. **Promotion:** Davis reviewed the October Minutes from the Promotion Committee Meeting.
3. **Design:** McGuire presented the October Minutes from the Design Committee Meeting. Fredrick shared that the location for the Lebowsky Sculpture Project is slated to be on Main Street between the Lebowsky Center and Huntington Bank pending approval from the Michigan Department of Transportation.
4. **Economic Vitality:** Howard noted that there were two Economic Vitality Committee Meetings in October to finalize and approve revisions to the Revolving Loan & Grant Program.

**DIRECTOR UPDATES:** Fredrick thanked the Board for their time and participation in the Strategic Planning Workshop and confirmed that she expects the report to be ready for presentation after the new year.

**BOARD COMMENTS:** Howard asked what the plan is for snow removal of the pocket park.

Fredrick said she will monitor the park and have the snow removed when necessary.

#### **ADJOURNMENT:**

**MOVED BY HOWARD, SUPPORTED BY WOODWORTH TO ADJOURN AT 8:08 A.M.**

**AYES: ALL**

**MOTION CARRIED**

**NEXT MEETING DECEMBER 4, 2024.**