

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 3, 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 AUGUST 19, 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. Proposed Special Assessment Project – Howell Street. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2025-01 for Howell Street from the south end to Clinton Street for street resurfacing.
Master Plan Implementation Goals: 3.4, 3.10
2. Proposed Special Assessment Project – Lynn Street. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2025-02 for Lynn Street from the west end to Howell Street for street resurfacing.
Master Plan Implementation Goals: 3.4, 3.10
3. OPRA Certificate – 207 N. Washington Street. Conduct a public hearing to receive citizen comment regarding the application from Tammie Sanders to establish an Obsolete Property Rehabilitation Certificate for the property at 207 N. Washington Street.
Master Plan Implementation Goals: 1.19, 3.20, 5.13
4. Proposed Special Assessment District No. 2025-101 – Hazards and Nuisances. Conduct a public hearing to receive citizen comment regarding proposed Special Assessment District No. 2025-101, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 1404 South Chipman Street.
Master Plan Implementation Goals: 1.1

5. Proposed Special Assessment District No. 2025-102 – Hazards and Nuisances. Conduct a public hearing to receive citizen comment regarding proposed Special Assessment District No. 2025-102, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 643 North Hickory Street.
Master Plan Implementation Goals: 1.1

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

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

Name	Board/Commission	Term Expires
*	Firemen’s Memorial Steering Committee	09-01-2025
Daniel A. Law*	Firemen’s Memorial Steering Committee	09-01-2025
Mary Reid Long*	Firemen’s Memorial Steering Committee	09-01-2025
Erick Mogg	Firemen’s Memorial Steering Committee	09-01-2025
Teri Mogg	Firemen’s Memorial Steering Committee	09-01-2025
Sarah Moorodian*	Firemen’s Memorial Steering Committee	09-01-2025
Teresa Schneider*	Firemen’s Memorial Steering Committee	09-01-2024
Travis Schneider*	Firemen’s Memorial Steering Committee	09-01-2025
Gordon Settlemyre	Firemen’s Memorial Steering Committee	09-01-2025
Ross Stanley*	Firemen’s Memorial Steering Committee	09-01-2025

*indicates reappointment

2. Traffic Control Order Request – Bella Women’s Center Fall Festival. Approve the request from Autumn Spooner for the partial closure of Ball Street between Mason Street and Exchange Street on Saturday, September 28, 2024 from 8:00 a.m. – 2:00 p.m. for the Bella Women’s Center Fall Festival, waive the insurance requirement, and further approve Traffic Control Order No. 1520 formalizing the request.
Master Plan Implementation Goals: 1.17, 4.2, 4.6, 5.9, 5.12
3. Study Authorization - Lime Calciner Feasibility Study. Authorize participation in the Mid-Michigan Lime Calciner Feasibility Study, approve contingency funds up to \$2,393.00, and further authorize the Director of Public Services & Utilities and the Water Treatment Plant Superintendent as the City’s designated representatives for the project.
Master Plan Implementation Goals: 3.4

ITEMS OF BUSINESS

1. Professional Services Agreement—Water/Sewer Rate Consultant. Authorize engagement letter agreement with Baker Tilly Municipal Advisors, LLC for a water and sewer rate study in the amount of \$23,500.00 and further authorize payment to the consultant upon completion of the work or portion thereof.
Master Plan Implementation Goals: 3.4
2. SATA Commitment. Approve the annual commitment to the Shiawassee Area Transportation Agency (SATA) for their upcoming fiscal year starting October 1, 2024 in an amount not to exceed \$111,416.62 for the provision of public transportation.
Master Plan Implementation Goals: 7.1
3. Cable Franchise Agreement – T.V.C., Incorporated. Consider a Uniform Cable Franchise Agreement with T.V.C., Incorporated of Lennon to provide cable service to Memorial Hospital and Baker College for a period of 10 years.

4. Jerome Avenue Property Donation. Consider acceptance of the donation of property at 930 Jerome Avenue from Southwind Restaurants, LLC.
5. Marihuana Facilities Review. Conduct a review of the permitted number of marihuana facilities within the City limits per the terms Sec. 16.5-3(b) and Sec. 16.6-3(c) of the Code of Ordinances.

COMMUNICATIONS

1. Owosso Historical Commission. Minutes of August 12, 2024.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, September 16, 2024

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, 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. The City of Owosso Website address is www.ci.owosso.mi.us.

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

The Owosso City Council will conduct an in-person meeting on September 3, 2024. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, September 3, 2024
at 7:30 p.m.**

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

- **Join Zoom Meeting:**

<https://us02web.zoom.us/j/86828305607?pwd=WbYKSJUu4O4hml71BaQaLVYwHSq6XY.1>

Meeting ID: 868 2830 5607

Password: 441287

One tap mobile

+13052241968,,86828305607#,,,,*441287# US

+13092053325,,86828305607#,,,,*441287# US

Dial by your location

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

- **For video instructions visit:**

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

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

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

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on September 3, 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. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF AUGUST 19, 2024
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR ANTHONY DARIA, CHURCH OF JUBILEE

PLEDGE OF ALLEGIANCE: PASTOR ANTHONY DARIA, CHURCH OF JUBILEE

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

ABSENT: Councilmember Daniel A. Law.

APPROVE AGENDA

Motion by Councilmember Olson to approve the agenda with the following corrections to the Consent Agenda:

- #4 Change the Proposed Special Assessment District No. to 2025-101
- #5 Change the Proposed Special Assessment District No. to 2025-102
- #12 Purchase Authorization – Police Vehicles – Revised Memo and Resolution

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 5, 2024

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of August 5, 2024 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

OPRA District – 207 N Washington Street.

A public hearing was conducted to receive citizen comment regarding the application from Tammie Sanders to establish an obsolete Property Rehabilitation District for the property located at 207 N. Washington Street.

Opened public hearing at 7:35 p.m.

Krista Wrozek, Revitalize LLC spoke on behalf of the owner Tammie Sanders and support the project. This is approximately a 1.2 million project. MEDC funding has been applied for.

Closed public hearing at 7:38 p.m.

Motion by Mayor Pro-Tem Osika to approve the establishment of an obsolete Property Rehabilitation District for the property located at 207 N. Washington Street.

RESOLUTION NO. 125-2024

**ESTABLISHING AN OBSOLETE PROPERTY REHABILITATION (OPRA) DISTRICT
FOR THE PROPERTY LOCATED AT
207 N WASHINGTON STREET**

WHEREAS, pursuant to PA 146 of 2000, the City of Owosso has the authority to establish Obsolete Property Rehabilitation Districts within the City of Owosso; and

WHEREAS, Tammie Sanders has filed a written request with the clerk of the City of Owosso requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 207 North Washington Street (050-470-015-019-00) located in the City of Owosso hereinafter described; and

WHEREAS, the City Council of the City of Owosso determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Argus Press and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on August 19, 2024 a public hearing was held and all residents and taxpayers of the City of Owosso were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Owosso to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Owosso that the following described parcel(s) of land situated in the City of Owosso, Shiawassee County, and State of Michigan, to wit:

S 33' OF LOT 5 & N 6" OF E 90' OF LOT 6, BLK 15 ORIGINAL PLAT

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000.

Motion supported by Councilmember Pidek.

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

NAYS: None

ABSTENTIONS: None

ABSENT: Councilmember Law

CITIZEN COMMENTS AND QUESTIONS

Tom Cook thanked the city for efforts with the WWTP and cleaning up the river. Discussed flooding in Westtown and climate changes.

Jeff Turner asked if the city was adding a sidewalk to the north side of Stewart Street and why the sidewalk was removed at Chipman and Oliver.

Councilmember Olson reminded candidates not to put signs in the city's right-of-way.

CONSENT AGENDA

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

Set Public Hearing - OPRA Certificate – 207 N. Washington Street. Set a public hearing for Tuesday, September 3, 2024 at 7:30 p.m. to receive citizen comment regarding the application from Tammie Sanders to establish an Obsolete Property Rehabilitation Certificate for the property at 207 N. Washington Street.

RESOLUTION NO. 126-2024

**SETTING PUBLIC HEARING TO CONSIDER APPLICATION
FOR AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FOR THE PROPERTY COMMONLY KNOWN AS 207 N. WASHINGTON STREET**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on July 24, 2024 from Tammie Sanders; and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District, on August 19, 2024, described as:

S 33' OF LOT 5 & N 6" OF E 90' OF LOT 6, BLK 15 ORIGINAL PLAT; and

WHEREAS, a public hearing must be held, and comment considered when deliberating on whether approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the City of Owosso, as well as the local and regional economy.

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

FIRST: a public hearing is set for Tuesday, September 3, 2024, on or about 7:30 p.m. in the council chambers for the purpose of hearing comments from those within the district, and any other resident or taxpayer, of the City of Owosso.

SECOND: the city clerk gives the notification as required by law.

THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and report findings at the hearing.

Proposed Special Assessment Project – Howell Street. Authorized Resolution No. 2 setting a public hearing for Tuesday, September 3, 2024 at 7:30 p.m. for proposed Special Assessment District No. 2025-01 for Howell Street from the south end to Clinton Street for street resurfacing.

Special Assessment Resolution No. 2 for Howell Street

Special Assessment District No. 2025-01

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

RESOLUTION NO. 127-2024

**HOWELL STREET
FROM SOUTH END TO CLINTON STREET
SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

HOWELL STREET, A PUBLIC STREET, FROM THE SOUTH END TO CLINTON STREET;
STREET RESURFACING

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$179,588.40 and determines that \$33,701.09 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$145,887.31 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Tuesday, September 3, 2024 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

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

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Tuesday, September 3, 2024 for the purpose of hearing any person to be affected by the proposed public improvement.

Master Plan Implementation Goals: 3.4, 3.10

Proposed Special Assessment Project – Lynn Street. Authorized Resolution No. 2 setting a public hearing for Tuesday, September 3, 2024 at 7:30 p.m. for proposed Special Assessment District No. 2025-02 for Lynn Street from the west end to Howell Street for street resurfacing.

Special Assessment Resolution No. 2 for Lynn Street

Special Assessment District No. 2025-02

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

RESOLUTION NO. 128-2024

**LYNN STREET
FROM WEST END TO HOWELL STREET
SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

**LYNN STREET, A PUBLIC STREET, FROM WEST END TO HOWELL STREET;
STREET RESURFACING**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$92,965.80 and determines that \$20,468.38 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby

designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$72,497.42 of the cost thereof shall be paid by the City at large because of benefit to the City at large.

4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Tuesday, September 3, 2024 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

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

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Tuesday, September 3, 2024 for the purpose of hearing any person to be affected by the proposed public improvement.

Master Plan Implementation Goals: 3.4, 3.10

Proposed Special Assessment District No. 2025-101 – Hazards and Nuisances. Authorized Resolution No. 1 setting a public hearing for Tuesday, September 3, 2024 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2025-101, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 1404 South Chipman Street.

RESOLUTION NO. 129-2024

**SPECIAL ASSESSMENT DISTRICT NO. 2025-101
HAZARDS AND NUISANCES
1404 S CHIPMAN STREET**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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 o'clock p.m., on Tuesday, September 3, 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.

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

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL NUMBER	ADDRESS	BALANCE
050-602-040-008-00	1404 S Chipman St	\$22,549.92

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

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

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

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special 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 Tuesday, September 3, 2024 for the purpose of reviewing said Special Assessment Roll - Hazards and Nuisances and for the purpose of considering all objections to said roll submitted in writing. If you have questions regarding this notice, please contact the City Treasurer's Office at 725-0599.

Master Plan Implementation Goals: 1.1

Proposed Special Assessment District No. 2025-102 – Hazards and Nuisances. Authorized Resolution No. 1 setting a public hearing for Tuesday, September 3, 2024 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2025-102, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances at 643 North Hickory Street.

RESOLUTION NO. 130-2024
SPECIAL ASSESSMENT DISTRICT
NO. 2025-102
HAZARDS AND NUISANCES
643 N. HICKORY STREET

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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 o'clock p.m., on Tuesday, September 3, 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.

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

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL NUMBER	ADDRESS	BALANCE
050-240-002-019-00	643 N. Hickory Street	\$8,219.46

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

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

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

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special 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 Tuesday, September 3, 2024 for the purpose of reviewing said Special Assessment Roll - Hazards and Nuisances and for the purpose of considering all objections to said roll submitted in writing. If you have questions regarding this notice, please contact the City Treasurer's Office at 725-0599.

Master Plan Implementation Goals: 1.1

Traffic Control Order Request – Cantu 5k Run. Approved the request from Jennifer Clarke for the partial closure of various streets in the northeast quadrant of the City on Sunday, August 25, 2024 from 9:00 a.m. – 1:00 p.m. for the annual PFC Cantu 5k Run, waive the insurance requirement, and further approve Traffic Control Order No. 1519 formalizing the request.

Mortgage Discharge – 110 E Exchange Street. Authorized discharge of mortgage as it relates to 110 E. Exchange Street (James Gutting) and further authorize the Mayor and City Clerk to execute appropriate documents.

RESOLUTION NO. 131-2024

**AUTHORIZING DISCHARGE OF CDBG RENTAL REHAB GRANT MORTGAGE FOR
110 E. EXCHANGE STREET**

WHEREAS, on December 12, 2012 the City of Owosso, Shiawassee County, Michigan filed a lien on the property at 110 E. Exchange Street after a \$35,000 loan was issued from the City's CDBG Rental Rehab Grant; and

WHEREAS, the loan was for the renovation to the upper story apartment at 110 E. Exchange Street; and

WHEREAS, said renovations to the apartment were completed on May 7, 2013 and the terms of the grant have been fulfilled.

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 discharge its mortgage lien for the CDBG Rental Rehab Grant for 110 E. Exchange Street.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Mortgage Discharge Agreement between the City of Owosso, Michigan and James Gutting.

Contract Modification – Safe Routes to School Project. Authorized Contract Modification No. 1 to the Safe Routes to School contract with the Michigan Department of Transportation (MDOT) to add additional contract items increasing the total by \$4,456.52, and further authorize payment to the contractor upon satisfactory completion of the project or portion thereof.

RESOLUTION NO. 132-2024

AUTHORIZING CONTRACT MODIFICATION NO. 1 TO THE SAFE ROUTES TO SCHOOL PROJECT CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved Cost Share Agreement No. 23-5550 with the Michigan Department of Transportation (MDOT) on February 5, 2024 for the Safe Routes to School Project; and

WHEREAS, MDOT received bids on February 2, 2024 for the Safe Routes to School Project and L.A. Construction, Corp. was the low responsive bidder and was awarded the contract; and

WHEREAS, changes in field conditions have warranted additional work for the project and Contract Modification No. 1 is necessary to add a new contract item and balance some existing contract quantities.

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 authorize the signing of Contract Modification No. 1.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Contract Modification No. 1 in the amount of \$4,456.52, revising the contract amount from \$87,991.00 to \$92,447.52.

THIRD: the accounts payable department is authorized to allocate an additional \$4,456.52 to purchase order number 45668.

FOURTH: the above expenses shall be paid from Major Street Account No. 202-463-818.000-SRTS2024GR (\$2,228.26) and Local Street Account No. 203-463-818.000-SRTS2024GR (\$2,228.26).

Change Order No. 1 – Safe Routes to School Project Engineering. Approved Change Order No. 1 to the Safe Routes to School Project Engineering Services Contract with Spicer Group for additional engineering services in the amount of \$54,295.00 and authorize payment to the vendor increasing the total to \$181,548.00.

RESOLUTION NO. 133-2024

AUTHORIZING CHANGE ORDER NO. 1 TO ADDENDUM NO. 2023-1

TO THE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH SPICER GROUP, INC. FOR THE SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved Addendum No. 2023-1 to the general engineering services contract with Spicer Group, Inc. on March 20, 2023 for the provision of Professional Engineering Services for the Safe Routes to School Project in the amount of \$127,253.00; and

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

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

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to approve Change Order No. 1 to the Safe Routes to School Engineering Services contract with Spicer Group, Inc. increasing the contract for additional inspection time and construction staking necessary to keep the project moving forward.
- SECOND: the mayor and city clerk are requested and authorized to sign Change Order No. 1 to Addendum No. 2023-1 to the Engineering Services Contract between the City of Owosso, Michigan and Spicer Group, Inc.
- THIRD: the Accounts Payable department is authorized to make payment up to the original contract amount of \$127,253.00, plus the change order amount of \$54,295.00, totaling \$181,548.00.
- FOURTH: the additional expenses shall be paid from Major Street Fund Account No. 202-463-818.000-STRS2024GR (\$27,147.50.00) and Local Street Fund Account No. 203-463-818.000-STRS2024GR (\$27,147.50.00).

Purchase Order Amendment – Lift Stations Control Cabinets Rehabilitation. Authorized amendment to Purchase Order No. 45476 with Utilities Instrumentation Service (UIS) for additional inspection services at the Osburn Lift Station in the amount of \$486.00 and authorize payment to the vendor increasing the total to \$35,181.00.

RESOLUTION NO. 134-2024

**AUTHORIZING AMENDMENT NO. 1 TO PURCHASE ORDER NO. 45476
WITH UTILITIES INSTRUMENTATION SERVICE
FOR THE LIFT STATIONS CONTROL CABINET REHABILITATION PROJECT**

WHEREAS, the Council of the City of Owosso, Shiawassee County, Michigan, approved Purchase Order No. 45476 for the lift station control cabinets rehabilitation and installation of Cruise VT SCADA system project with Utilities Instrumentation Service (UIS); and

WHEREAS, additional inspection services of the floats and alarms at the Osburn Lift Station was requested after the initial work was finished; and

WHEREAS, Purchase Order No. 45476 must be amended to reflect the additional inspection services, an increase in the price of \$486.00.

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 amend Purchase Order No. 45476 with Utilities Instrumentation Service, increasing the amount \$486.00 for additional inspection services.

SECOND: the accounts payable department is authorized to submit payment to Utilities Instrumentation Service (UIS) in the amount of \$35,181.00 and expense from account 590-901-973.000.

Master Plan Implementation Goals: 3.4, 3.7

Change Order No. 2 – MI-HOPE Grant Project. Approved Change Order No. 2 to the contract with Merkel & Kenney, Inc. for the MI-HOPE Grant Project, adding \$13,998.00 for additional work and materials required for the first five homes and further approve payment to the contractor up to the adjusted contract amount of \$216,805.00 upon satisfactory completion of the work or portion thereof.

RESOLUTION NO. 135-2024

AUTHORIZING CHANGE ORDER NO. 2 TO THE MSHDA MICHIGAN HOUSING OPPORTUNITIES PROMOTING ENERGY EFFICIENCY (MI-HOPE) GRANT PROGRAM AND BID AWARD TO MERKEL & KENNEY, LLC.

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a bid award to Merkel & Kenney, LLC on April 1, 2024 for the MI-HOPE Grant Project in the amount of \$192,341.00 to complete home improvement projects for eleven selected residential homes; and

WHEREAS, five of the eleven projects to date have exceeded the original bid amount due to unexpected maintenance, materials and labor requirements; and

WHEREAS, the city of Owosso requested and received approvals from MSHDA to allow the contractor to exceed the bid amount to perform the needed repairs/replacements.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to amend the MI-HOPE Grant Project increasing the amount \$13,998.00, bringing the new project total to \$216,805.00, and detailed as follows:

Grover – additional \$10,740 for spray foam insulation,
Hiram – additional \$1,866 for appliances,
Comstock – additional \$1,392 for appliances.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Change Order No. 2 in the amount of \$13,998.00; an increase to the MI-HOPE Grant Project Contract with Merkel and Kenney, LLC, revising the total grant amount to \$216,805.00.

THIRD: the accounts payable department is authorized to pay Merkel & Kenney, LLC for work satisfactorily completed up to the revised amount of \$216,805.00.

FOURTH: the above expenses shall be paid from 254.200.818.000-MSHDAMIHOPE, after funds are received from MSHDA.

Master Plan Implementation Goals: 1.14, 6.6

Purchase Authorization – Police Vehicles. Waived competitive bidding requirements, authorized a joint purchase from Lunghamer Ford of Owosso, LLC for the purchase of two 2025 Ford Interceptor Police Utility vehicles in the amount of \$97,452.00 under the terms of State of Michigan Contract No. 071 B7700180/Macomb County Contract #21-18, and further authorize payment to the vendor upon satisfactory delivery of the vehicles, \$34,108.00 of which shall be reimbursed with USDA Rural Development grant funding.

RESOLUTION NO. 136-2024

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE OF POLICE VEHICLES WITH LUNGHAMER AUTO GROUP OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a Police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso has therefore determined that it is advisable, necessary and in the public interest to purchase two 2025 Ford Police Interceptor Police Vehicles from Lunghamer Auto Group of Owosso, utilizing the Macomb County contract, for a cost to the city of \$97,452.00.

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

NOW THEREFOR BE IT RESOLVED by 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 two 2025 Ford Interceptor Utility Police Vehicles from Lunghamer Auto Group of Owosso, utilizing the Macomb County contract, for a cost to the City of Owosso of \$97,452.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, contract for Services between the City of Owosso, Michigan and Lunghamer Auto Group, Inc. in the amount of \$97,452.00.
- THIRD: Authorize payment to Lunghamer Auto Group in the amount of \$97,452.00 upon delivery of the police vehicles. The City of Owosso will be eligible for a USDA grant for \$34,108.00 towards the purchase of the vehicles.
- Fourth: The above expenses shall be paid from the Police Division account, 101-301-978.000.

Master Plan Implementation Goals: 3.2

Purchase Authorization – Police Admin Vehicle. Waived competitive bidding requirements, authorized a joint purchase from Lunghamer Ford of Owosso, LLC for the purchase of one 2024 Bronco Sport utility vehicle in the amount of \$32,802.00 under the terms of State of Michigan Contract No. 071 B7700180/Macomb County Contract #21-18, and further authorize payment to the vendor upon satisfactory delivery of the vehicle, \$11,480.00 of which shall be reimbursed with USDA Rural Development grant funding.

RESOLUTION NO. 137-2024

**AUTHORIZING THE PURCHASE OF A POLICE UTILITY VEHICLE FROM
LUNGHAMER FORD OF OWOSSO, LLC
VIA MACOMB COUNTY CONTRACT NO. 21-18**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a Police department requiring the use of police vehicles and said vehicles must be periodically replaced; and

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

WHEREAS, the City of Owosso has therefore determined that it is advisable, necessary and in the public interest to purchase one 2024 Ford Bronco Sport 4X4 Big Bend from Lunghamer Auto Group of Owosso, utilizing the Macomb County contract, for a cost to the city of \$32,802.00.

WHEREAS, the City of Owosso desires to purchase one new 2024 Bronco Sport from Lunghamer Ford of Owosso, LLC, holder of Macomb County Contract No. 21-18 for police vehicles; and it is hereby determined that Lunghamer Ford of Owosso, LLC is qualified to provide said vehicle and it has submitted the lowest responsible bid.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to purchase one 2024 Ford Bronco Sport from Lunghamer Ford of Owosso, LLC utilizing Macomb County Contract No. 21-18, at a cost to the City of Owosso of \$32,802.00.
- SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to execute the documents necessary to complete the purchase.
- THIRD: payment to Lunghamer Ford of Owosso, LLC in the amount of \$32,802.00 is authorized upon delivery of said police vehicle.
- FOURTH: the USDA Rural Development Community Facilities Program grant for \$11,480.00 shall be applied toward the purchase of the vehicle.
- FIFTH: the above expenses shall be paid from Police Division account 101-301-978.000.

Master Plan Implementation Goals: 3.2

Warrant No. 646. Authorized Warrant No. 646 as follows:

Vendor	Description	Fund	Amount
Shiawassee Economic Development Partnership	Annual Investment Pledge – Champion Level	General	\$40,000.00
Waste Management	Service Period 7-16-2024 through 7-31-2024	WWTP	\$10,688.50
Gould Law PC	Legal Services (07-09-2024 through 08-12-2024)	Various	\$16,735.64
	Total		67,424.14

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

ITEMS OF BUSINESS

Closed Session

Motion by Councilmember Fear to authorize holding a closed session at the conclusion of the second session of Citizen Comments and Questions for the purpose of discussing collective bargaining negotiations.

Motion supported by Councilmember Olson.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

COMMUNICATIONS

Tanya S. Buckelew, Planning & Building Director. July 2024 Building Department Report.

Tanya S. Buckelew, Planning & Building Director. July 2024 Code Violations Report.

Tanya S. Buckelew, Planning & Building Director. July 2024 Inspections Report.

Tanya S. Buckelew, Planning & Building Director. July 2024 Certificates Issued Report.

Kevin D. Lenkart, Public Safety Director. July 2024 Police Report.

Kevin D. Lenkart, Public Safety Director. July 2024 Fire/EMS Report.

Downtown Development Authority. Minutes of August 7, 202

CITIZEN COMMENTS AND QUESTIONS

None.

ADJOURNED TO CLOSED SESSION AT 7:47 P.M.

RETURNED FROM CLOSED SESSION AT 8:02 P.M.

Motion by Councilmember Pidek to approve the POLC Collective Bargaining Agreement.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

NEXT MEETING

Tuesday, September 03, 2024

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, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2025

ADJOURNMENT

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

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

Robert J. Teich, Jr., Mayor

Tanya S. Buckelew, Recording Clerk



MEMORANDUM

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

DATE: September 3, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Howell Street Resurfacing – Special Assessment Resolution No 3

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. **Howell Street, from south end to Clinton Street**, is proposed by the City for street resurfacing. Reconstruction 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 for 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 special assessment district(s), directs the City Manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **June 17, 2024** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **August 19, 2024** meeting.

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: 1) If Council agrees 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; 2) If Council agrees the project should go forward, but with some adjustments Council may direct staff to make those adjustments and proceed; 3) If Council determines the project is not warranted and should not proceed at all, Council would simply fail to act on Resolution No. 3, effectively stopping the process. The hearing of necessity will be held during the regularly scheduled City Council meeting of **September 3, 2024**.

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

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

Tonight the Council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing, council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

**Special Assessment District No. 2025-01
Howell Street, a Public Street, from 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

Attachments: Resolution No. 3 – Howell Street

MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10

RESOLUTION NO.

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2025-01
HOWELL STREET, FROM SOUTH END TO CLINTON STREET
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**HOWELL STREET, A PUBLIC STREET, FROM SOUTH END TO CLINTON STREET
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$179,588.40 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of \$33,701.09 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$145,887.31 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Howell Street, a Public Street, from sound end to Clinton Street
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

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

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60%	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max __, (Road and Storm)	0.69	LSUM	\$ 17,100.00	\$ 11,799.00	\$ 11,799.00	\$ 7,079.40	\$ 4,719.60	\$ 4,719.60
Tree, Rem, 6 inch to 18 inch	0	Ea	\$ 1,000.00	\$ -		\$ -	\$ -	\$ -
Tree, Rem, 19 inch to 36 inch	0	Ea	\$ 2,500.00	\$ -		\$ -	\$ -	\$ -
Tree, Rem, 37 inch or Larger	0	Ea	\$ 4,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, Rem	2	Ea	\$ 500.00	\$ 1,000.00		\$ -	\$ -	\$ -
Sewer, Rem, Less than 24 inch	36	Ft	\$ 20.00	\$ 720.00		\$ -	\$ -	\$ -
Sewer, Rem, 24 inch to 48 inch	0	Ft	\$ 30.00	\$ -		\$ -	\$ -	\$ -
Curb and Gutter, Rem	17	Ft	\$ 10.00	\$ 170.00		\$ -	\$ -	\$ -
Pavt, Rem	31	Syd	\$ 15.00	\$ 465.00	\$ 465.00	\$ 279.00	\$ 186.00	\$ 186.00
Sidewalk, Rem	20	Syd	\$ 15.00	\$ 300.00		\$ -	\$ -	\$ -
Embankment, CIP	50	Cyd	\$ 20.00	\$ 1,000.00		\$ -	\$ -	\$ -
Excavation, Earth	5	Cyd	\$ 15.00	\$ 75.00		\$ -	\$ -	\$ -
Non Haz Contaminated Material Handling and Disposal, LM	0	Cyd	\$ 40.00	\$ -		\$ -	\$ -	\$ -
Subgrade Undercutting, Special	69	Syd	\$ 50.00	\$ 3,450.00		\$ -	\$ -	\$ -
Erosion Control, Inlet Protection, Fabric Drop	3	Ea	\$ 125.00	\$ 375.00	\$ 375.00	\$ 225.00	\$ 150.00	\$ 150.00
Subbase, CIP	12	Cyd	\$ 20.00	\$ 240.00		\$ -	\$ -	\$ -
Aggregate Base, 6 inch, Modified	0	Syd	\$ 16.00	\$ -		\$ -	\$ -	\$ -
Aggregate Base, 8 inch, Modified	0	Syd	\$ 18.00	\$ -		\$ -	\$ -	\$ -
Aggregate Base, 9 inch, Modified	153	Syd	\$ 20.00	\$ 3,060.00		\$ -	\$ -	\$ -
Aggregate Base, 12 inch, Modified	0	Syd	\$ 25.00	\$ -		\$ -	\$ -	\$ -
HMA Base Crushing and Shaping, Modified	1069	Syd	\$ 3.25	\$ 3,474.25	\$ 3,474.25	\$ 2,084.55	\$ 1,389.70	\$ 1,389.70
Asphalt Cement Stabilized Base Course, 4 inch	1069	Syd	\$ 4.25	\$ 4,543.25	\$ 4,543.25	\$ 2,725.95	\$ 1,817.30	\$ 1,817.30
Asphalt Cement Binder	1709	Gal	\$ 4.50	\$ 7,690.50	\$ 7,690.50	\$ 4,614.30	\$ 3,076.20	\$ 3,076.20
Material, Surplus and Unsuitable, Rem, LM	40	Cyd	\$ 25.00	\$ 1,000.00		\$ -	\$ -	\$ -
Maintenance Gravel	35	Ton	\$ 30.00	\$ 1,050.00	\$ 1,050.00	\$ 630.00	\$ 420.00	\$ 420.00
Approach, CI I, LM	28	Cyd	\$ 50.00	\$ 1,400.00	\$ 1,400.00	\$ 840.00	\$ 560.00	\$ 560.00
Shld, CI I	48	Ton	\$ 35.00	\$ 1,680.00	\$ 1,680.00	\$ 1,008.00	\$ 672.00	\$ 672.00
Trenching, Modified	30	Sta	\$ 300.00	\$ 9,000.00		\$ -	\$ -	\$ -
Geotextile, Separator, Modified	0	Syd	\$ 3.50	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 4 inch, Tr Det B, Modified	0	Ft	\$ 45.00	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 6 inch, Tr Det B, Modified	0	Ft	\$ 50.00	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 10 inch, Tr Det B, Modified	129	Ft	\$ 80.00	\$ 10,320.00		\$ -	\$ -	\$ -
Sewer, SDR-26, 12 inch, Tr Det B, Modified	0	Ft	\$ 90.00	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 15 inch, Tr Det B, Modified	0	Ft	\$ 80.00	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 18 inch, Tr Det B, Modified	0	Ft	\$ 90.00	\$ -		\$ -	\$ -	\$ -
Sewer, SDR-26, 24 inch, Tr Det B, Modified	0	Ft	\$ 130.00	\$ -		\$ -	\$ -	\$ -
Sewer Tap, 12 inch	0	Ea	\$ 300.00	\$ -		\$ -	\$ -	\$ -
Sewer Tap, 18 inch	0	Ea	\$ 500.00	\$ -		\$ -	\$ -	\$ -
Sewer Bulkhead, 12 inch	0	Ea	\$ 250.00	\$ -		\$ -	\$ -	\$ -
Sanitary Service, Conflict	1	Ea	\$ 1,500.00	\$ 1,500.00		\$ -	\$ -	\$ -
Abandoned Gas Main, Conflict	1	Ea	\$ 750.00	\$ 750.00		\$ -	\$ -	\$ -
Dr Structure Cover, Adj, Case 1	1	Ea	\$ 750.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 300.00	\$ 300.00
Dr Structure, Tap, 10 inch	0	Ea	\$ 500.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, Tap, 12 inch	0	Ea	\$ 850.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, Temp Lowering	1	Ea	\$ 600.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
Dr Structure Cover, EJ 7000	0	Ea	\$ 1,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure Cover, EJ 1040 w/ Vented Cover	0	Ea	\$ 850.00	\$ -		\$ -	\$ -	\$ -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60%	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$ 850.00	\$ 850.00	\$ 850.00	\$ 510.00	\$ 340.00	\$ 340.00
Dr Structure Cover, EJ 1040 w/ Type N Oval Grate	3	Ea	\$ 850.00	\$ 2,550.00	\$ 2,550.00	\$ 1,530.00	\$ 1,020.00	\$ 1,020.00
Dr Structure, 24 inch dia, Modified	0	Ea	\$ 2,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 36 inch dia, Modified	2	Ea	\$ 3,000.00	\$ 6,000.00		\$ -	\$ -	\$ -
Dr Structure, 48 inch dia, Modified	1	Ea	\$ 3,500.00	\$ 3,500.00		\$ -	\$ -	\$ -
Dr Structure, 60 inch dia, Modified	0	Ea	\$ 5,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 72 inch dia, Modified	0	Ea	\$ 7,500.00	\$ -		\$ -	\$ -	\$ -
Dr Structure Collar, Modified	0	Ea	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA Surface, Rem	0	Syd	\$ 4.00	\$ -	\$ -	\$ -	\$ -	\$ -
Hand Patching	0	Ton	\$ 200.00	\$ -		\$ -	\$ -	\$ -
HMA, 13A @ 5"	286	Ton	\$ 100.00	\$ 28,600.00	\$ 28,600.00	\$ 17,160.00	\$ 9,152.00	\$ 11,440.00
HMA, 3EML @ 3.5"	0	Ton	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 4EML @ 2"	0	Ton	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 5EML @ 1.5"	0	Ton	\$ 110.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA Approach	0	Ton	\$ 150.00	\$ -		\$ -	\$ -	\$ -
Cement	1	Ton	\$ 300.00	\$ 300.00		\$ -	\$ -	\$ -
Driveway, Nonreinf Conc, 6 inch	35	Syd	\$ 60.00	\$ 2,100.00	\$ 2,100.00	\$ 1,260.00	\$ 840.00	\$ -
Driveway, Nonreinf Conc, 7 inch	0	Syd	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -
Curb and Gutter, Conc, Det F4	0	Ft	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Curb and Gutter, Conc, Det F4, Modified	0	Ft	\$ 35.00	\$ -		\$ -	\$ -	\$ -
Driveway Opening, Conc, Det M	0	Ft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Detectable Warning Surface, Modified	10	Ft	\$ 100.00	\$ 1,000.00		\$ -	\$ -	\$ -
Curb Ramp Opening, Conc	0	Ft	\$ 30.00	\$ -		\$ -	\$ -	\$ -
Sidewalk, Conc, 4 inch	0	Sft	\$ 10.00	\$ -		\$ -	\$ -	\$ -
Sidewalk, Conc, 6 inch	114	Sft	\$ 10.00	\$ 1,140.00		\$ -	\$ -	\$ -
Sidewalk, Conc, 7 inch	0	Sft	\$ 5.50	\$ -		\$ -	\$ -	\$ -
Curb Ramp, Conc, 4 inch	75	Sft	\$ 10.00	\$ 750.00		\$ -	\$ -	\$ -
Curb Ramp, Conc, 7 inch	52	Sft	\$ 10.00	\$ 520.00		\$ -	\$ -	\$ -
Water Shutoff, Adj, Temp, Case 1	3	Ea	\$ 350.00	\$ 1,050.00	\$ 1,050.00	\$ 630.00	\$ 420.00	\$ 420.00
Gate Box, Adj, Temp, Case 1	4	Ea	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 800.00	\$ 800.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$ 150.00	\$ 150.00		\$ -	\$ -	\$ -
Lighted Arrow, Type C, Furn & Oper	0	Ea	\$ 400.00	\$ -		\$ -	\$ -	\$ -
Minor Traf Devices, Max \$5,000	0.69	LSUM	\$ 5,000.00	\$ 3,450.00	\$ 3,450.00	\$ 2,070.00	\$ 1,380.00	\$ 1,380.00
Plastic Drum, Fluorescent, Furn & Oper	17	Ea	\$ 30.00	\$ 510.00		\$ -	\$ -	\$ -
Sign, Portable, Changeable Message, Furn & Oper	0	Ea	\$ 3,000.00	\$ -		\$ -	\$ -	\$ -
Sign, Type B, Temp, Prismatic, Furn & Oper	66	Sft	\$ 5.00	\$ 330.00		\$ -	\$ -	\$ -
Pedestrian Type II Barricade, Temp	3	Ea	\$ 125.00	\$ 375.00		\$ -	\$ -	\$ -
Turf Establishment, Performance	755	Syd	\$ 10.00	\$ 7,550.00		\$ -	\$ -	\$ -
Post, Steel, 3 lb	32	Ft	\$ 10.00	\$ 320.00		\$ -	\$ -	\$ -
Sign, Type III. Erect, Salv	2	Ea	\$ 75.00	\$ 150.00		\$ -	\$ -	\$ -
Sign, Type III, Rem	2	Ea	\$ 25.00	\$ 50.00		\$ -	\$ -	\$ -
Sign, Type IIIA	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Sign, Type IIIB	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Sign, Type VB	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	0	Ft	\$ 3.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	0	Ft	\$ 12.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	0	Ea	\$ 150.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	0	Ea	\$ 200.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Polyurea, 4 inch, White	0	Ft	\$ 1.00	\$ -		\$ -	\$ -	\$ -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60%	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Pavt Mrkg, Polyurea, 4 inch, Yellow	0	Ft	\$ 0.50	\$ -		\$ -	\$ -	\$ -
Post, Mailbox	0	Ea	\$ 140.00	\$ -		\$ -	\$ -	\$ -
Audio Visual Filming	0	LSUM	\$ 5,000.00	\$ -		\$ -	\$ -	\$ -
Miscellaneous Work Items	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
SUB TOTALS				\$ 149,657.00	\$ 74,427.00	\$ 44,656.20	\$ 27,482.80	\$ 28,930.80
ENGINEERING AT 15% ASSESSABLE COST				\$ 22,448.55	\$ 11,164.05	\$ 6,698.43	\$ 4,122.42	\$ 4,339.62
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 7,482.85	\$ 3,721.35	\$ 2,232.81	\$ 1,374.14	\$ 1,446.54
GRAND TOTALS				\$ 179,588.40	\$ 89,312.40	\$ 53,587.44	\$ 32,979.36	\$ 34,716.96

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

SPECIAL ASSESSMENT ROLL 2025-01

RESO 2

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$89,312.40
 TOTAL ASSESSABLE FRONT FEET 536.25

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$89,312.40	\$89,312.40	
CITY SHARE ≥ 60%	\$56,333.04	\$54,595.44	
PROPERTY SHARE @ ≤40%	\$32,979.36	\$34,716.96	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/536.25	\$61.50	\$64.74	
TOTAL FRONT FEET PER TYPE	313.50	222.75	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$19,280.25	\$14,420.84	\$33,701.09

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$	14,713.88
EAST SIDE	\$	15,862.77
SOUTH SIDE	\$	<u>3,124.44</u>
TOTAL SPECIAL ASSESSMENT	\$	33,701.09

HOWELL STREET FROM SOUTH END TO CLINTON
LOCAL STREET

SPECIAL ASSESSMENT ROLL 2025-01

RESO 2

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	0.75	46.50	\$61.50	\$2,859.75	R1
218	S Howell St	Todd Thompson & Julie Birge	050-660-023-027-00	68	0.75	51.00	\$61.50	\$3,136.50	R1
212	S Howell St	Robert & Cory Lepley	050-660-023-028-00	32	1	32.00	\$61.50	\$1,968.00	R1
206	S Howell St	Sue Ellen Hart	050-660-023-002-00	43	1	43.00	\$61.50	\$2,644.50	R1
703	Clinton St	Eugene Lingo Jr	050-660-023-001-00	89	0.75	66.75	\$61.50	\$4,105.13	R1
				294		239.25		\$14,713.88	

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	0.75	86.25	\$64.74	\$5,583.83	I1
216	S Elm St	Ramey & Mutee Abdole	050-660-022-004-00	149	0.75	111.75	\$64.74	\$7,234.70	I1
621	Clinton St	Diane Dunn	050-660-022-001-00	66	0.75	49.50	\$61.50	\$3,044.25	R1
				330		247.50		\$15,862.77	

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	0.75	24.75	\$61.50	\$1,522.13	R1
312	S Elm St	JJEMG Holdings LLC	050-760-000-001-00	33	0.75	24.75	\$64.74	\$1,602.32	PUD
				66		49.50		\$3,124.44	

TOTAL ASSESSABLE FRONT FEET: 536.25



City of Owosso

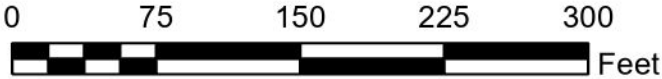
Proposed Special Assessment No. 2025-01

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

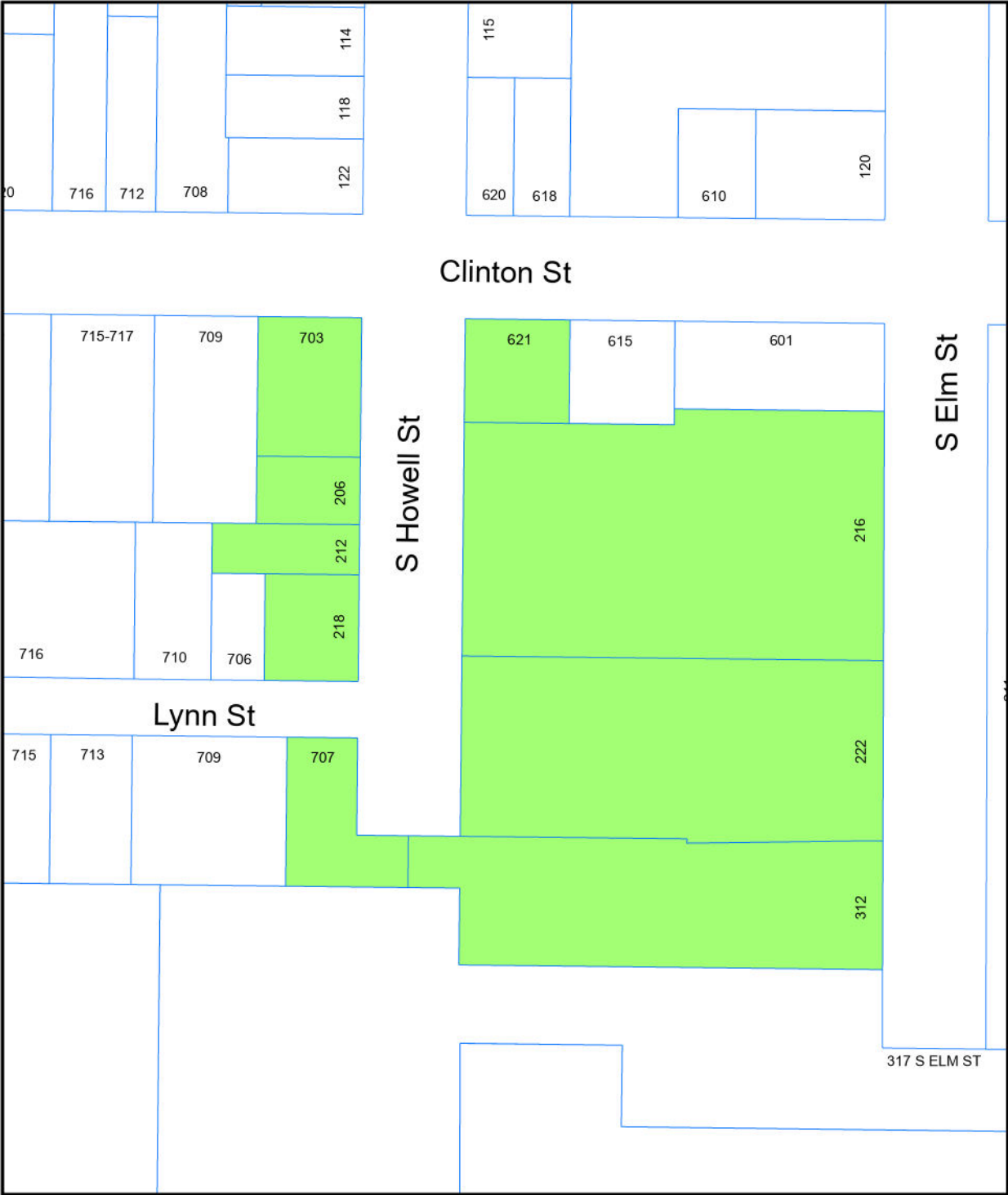


Legend

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



1 August 2024





MEMORANDUM

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

DATE: September 3, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Lynn Street Resurfacing – Special Assessment Resolution No 3

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. **Lynn Street, from west end to Howell Street**, is proposed by the City for street resurfacing. Reconstruction 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 for 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 special assessment district(s), directs the City Manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **June 17, 2024** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **August 19, 2024** meeting.

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: 1) If Council agrees 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; 2) If Council agrees the project should go forward, but with some adjustments Council may direct staff to make those adjustments and proceed; 3) If Council determines the project is not warranted and should not proceed at all, Council would simply fail to act on Resolution No. 3, effectively stopping the process. The hearing of necessity will be held during the regularly scheduled City Council meeting of **September 3, 2024**.

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

the amount of the proposed assessment for their property.

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

Tonight the Council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing, council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2025-02
Lynn Street, a Public Street, from 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.

Attachments: Resolution No. 3 – Lynn Street

MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.10

RESOLUTION NO.

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2025-02
LYNN STREET, FROM WEST END TO HOWELL STREET
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**LYNN STREET, A PUBLIC STREET, FROM WEST END TO HOWELL STREET
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$92,965.80 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of \$20,468.38 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$72,497.42 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Lynn Street, a Public Street, from west end to Howell Street
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

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

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
Mobilization, Max __, (Road and Storm)	0.31	LSUM	\$ 17,100.00	\$ 5,301.00	\$ 5,301.00	\$ 3,180.60	\$ 2,120.40	\$ 2,120.40
Tree, Rem, 6 inch to 18 inch	0	Ea	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Tree, Rem, 19 inch to 36 inch	0	Ea	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Tree, Rem, 37 inch or Larger	0	Ea	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Dr Structure, Rem	0	Ea	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, Rem, Less than 24 inch	0	Ft	\$ 20.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, Rem, 24 inch to 48 inch	0	Ft	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Curb and Gutter, Rem	0	Ft	\$ 10.00	\$ -	\$ -	\$ -	\$ -	\$ -
Pavt, Rem	16	Syd	\$ 15.00	\$ 240.00	\$ 240.00	\$ 144.00	\$ 96.00	\$ 96.00
Sidewalk, Rem	13	Syd	\$ 15.00	\$ 195.00	\$ -	\$ -	\$ -	\$ -
Embankment, CIP	10	Cyd	\$ 20.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -
Excavation, Earth	2	Cyd	\$ 15.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -
Non Haz Contaminated Material Handling and Disposal, LM	0	Cyd	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subgrade Undercutting, Special	31	Syd	\$ 50.00	\$ 1,550.00	\$ -	\$ -	\$ -	\$ -
Erosion Control, Inlet Protection, Fabric Drop	0	Ea	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -
Subbase, CIP	3	Cyd	\$ 20.00	\$ 60.00	\$ -	\$ -	\$ -	\$ -
Aggregate Base, 6 inch, Modified	0	Syd	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Base, 8 inch, Modified	0	Syd	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -
Aggregate Base, 9 inch, Modified	55	Syd	\$ 20.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ -
Aggregate Base, 12 inch, Modified	0	Syd	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA Base Crushing and Shaping, Modified	753	Syd	\$ 3.25	\$ 2,447.25	\$ 2,447.25	\$ 1,468.35	\$ 978.90	\$ 978.90
Asphalt Cement Stabilized Base Course, 4 inch	753	Syd	\$ 4.25	\$ 3,200.25	\$ 3,200.25	\$ 1,920.15	\$ 1,280.10	\$ 1,280.10
Asphalt Cement Binder	1204	Gal	\$ 4.50	\$ 5,418.00	\$ 5,418.00	\$ 3,250.80	\$ 2,167.20	\$ 2,167.20
Material, Surplus and Unsuitable, Rem, LM	0	Cyd	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Gravel	15	Ton	\$ 30.00	\$ 450.00	\$ 450.00	\$ 270.00	\$ 180.00	\$ 180.00
Approach, CI I, LM	4	Cyd	\$ 50.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Shld, CI I	51	Ton	\$ 35.00	\$ 1,785.00	\$ 1,785.00	\$ 1,071.00	\$ 714.00	\$ 714.00
Trenching, Modified	17	Sta	\$ 300.00	\$ 5,100.00	\$ -	\$ -	\$ -	\$ -
Geotextile, Separator, Modified	0	Syd	\$ 3.50	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 4 inch, Tr Det B, Modified	0	Ft	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 6 inch, Tr Det B, Modified	0	Ft	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 10 inch, Tr Det B, Modified	0	Ft	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 12 inch, Tr Det B, Modified	0	Ft	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 15 inch, Tr Det B, Modified	0	Ft	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 18 inch, Tr Det B, Modified	0	Ft	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer, SDR-26, 24 inch, Tr Det B, Modified	0	Ft	\$ 130.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Tap, 12 inch	0	Ea	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Tap, 18 inch	0	Ea	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Bulkhead, 12 inch	0	Ea	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitary Service, Conflict	1	Ea	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
Abandoned Gas Main, Conflict	1	Ea	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Dr Structure Cover, Adj, Case 1	1	Ea	\$ 750.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 300.00	\$ 300.00
Dr Structure, Tap, 10 inch	0	Ea	\$ 500.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, Tap, 12 inch	0	Ea	\$ 850.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, Temp Lowering	1	Ea	\$ 600.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
Dr Structure Cover, EJ 7000	0	Ea	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Dr Structure Cover, EJ 1040 w/ Vented Cover	0	Ea	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ -
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$ 850.00	\$ 850.00	\$ 850.00	\$ 510.00	\$ 340.00	\$ 340.00
Dr Structure Cover, EJ 1040 w/ Type N Oval Grate	0	Ea	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ -
Dr Structure, 24 inch dia, Modified	0	Ea	\$ 2,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 36 inch dia, Modified	0	Ea	\$ 3,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 48 inch dia, Modified	0	Ea	\$ 3,500.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 60 inch dia, Modified	0	Ea	\$ 5,000.00	\$ -		\$ -	\$ -	\$ -
Dr Structure, 72 inch dia, Modified	0	Ea	\$ 7,500.00	\$ -		\$ -	\$ -	\$ -
Dr Structure Collar, Modified	0	Ea	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA Surface, Rem	0	Syd	\$ 4.00	\$ -	\$ -	\$ -	\$ -	\$ -
Hand Patching	0	Ton	\$ 200.00	\$ -		\$ -	\$ -	\$ -
HMA, 13A @ 4"	162	Ton	\$ 100.00	\$ 16,200.00	\$ 16,200.00	\$ 9,720.00	\$ 6,480.00	\$ 6,480.00
HMA, 3EML @ 3.5"	0	Ton	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 4EML @ 2"	0	Ton	\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA, 5EML @ 1.5"	0	Ton	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -
HMA Approach	0	Ton	\$ 150.00	\$ -		\$ -	\$ -	\$ -
Cement	1	Ton	\$ 300.00	\$ 300.00		\$ -	\$ -	\$ -
Driveway, Nonreinf Conc, 6 inch	0	Syd	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ -
Driveway, Nonreinf Conc, 7 inch	0	Syd	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -
Curb and Gutter, Conc, Det F4	0	Ft	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Curb and Gutter, Conc, Det F4, Modified	0	Ft	\$ 35.00	\$ -		\$ -	\$ -	\$ -
Driveway Opening, Conc, Det M	0	Ft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Detectable Warning Surface, Modified	0	Ft	\$ 100.00	\$ -		\$ -	\$ -	\$ -
Curb Ramp Opening, Conc	0	Ft	\$ 30.00	\$ -		\$ -	\$ -	\$ -
Sidewalk, Conc, 4 inch	24	Sft	\$ 10.00	\$ 240.00		\$ -	\$ -	\$ -
Sidewalk, Conc, 6 inch	0	Sft	\$ 5.00	\$ -		\$ -	\$ -	\$ -
Sidewalk, Conc, 7 inch	0	Sft	\$ 5.50	\$ -		\$ -	\$ -	\$ -
Curb Ramp, Conc, 4 inch	134	Sft	\$ 10.00	\$ 1,340.00		\$ -	\$ -	\$ -
Curb Ramp, Conc, 7 inch	0	Sft	\$ 10.00	\$ -		\$ -	\$ -	\$ -
Water Shutoff, Adj, Temp, Case 1	9	Ea	\$ 350.00	\$ 3,150.00	\$ 3,150.00	\$ 1,890.00	\$ 1,260.00	\$ 1,260.00
Gate Box, Adj, Temp, Case 1	1	Ea	\$ 500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	0	Ea	\$ 150.00	\$ -		\$ -	\$ -	\$ -
Lighted Arrow, Type C, Furn & Oper	0	Ea	\$ 400.00	\$ -		\$ -	\$ -	\$ -
Minor Traf Devices, Max \$5,000	0.31	LSUM	\$ 5,000.00	\$ 1,550.00	\$ 1,550.00	\$ 930.00	\$ 620.00	\$ 620.00
Plastic Drum, Fluorescent, Furn & Oper	8	Ea	\$ 30.00	\$ 240.00		\$ -	\$ -	\$ -
Sign, Portable, Changeable Message, Furn & Oper	0	Ea	\$ 3,000.00	\$ -		\$ -	\$ -	\$ -
Sign, Type B, Temp, Prismatic, Furn & Oper	0	Sft	\$ 5.00	\$ -		\$ -	\$ -	\$ -
Pedestrian Type II Barricade, Temp	1	Ea	\$ 125.00	\$ 125.00		\$ -	\$ -	\$ -

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Turf Establishment, Performance	170	Syd	\$ 10.00	\$ 1,700.00		\$ -	\$ -	\$ -
Post, Steel, 3 lb	16	Ft	\$ 10.00	\$ 160.00		\$ -	\$ -	\$ -
Sign, Type III. Erect, Salv	1	Ea	\$ 75.00	\$ 75.00		\$ -	\$ -	\$ -
Sign, Type III, Rem	1	Ea	\$ 25.00	\$ 25.00		\$ -	\$ -	\$ -
Sign, Type IIIA	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Sign, Type IIIB	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Sign, Type VB	0	Sft	\$ 20.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	0	Ft	\$ 3.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	0	Ft	\$ 12.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	0	Ea	\$ 150.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	0	Ea	\$ 200.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Polyurea, 4 inch, White	0	Ft	\$ 1.00	\$ -		\$ -	\$ -	\$ -
Pavt Mrkg, Polyurea, 4 inch, Yellow	0	Ft	\$ 0.50	\$ -		\$ -	\$ -	\$ -
Post, Mailbox	1	Ea	\$ 140.00	\$ 140.00		\$ -	\$ -	\$ -
Audio Visual Filming	0	LSUM	\$ 5,000.00	\$ -		\$ -	\$ -	\$ -
Miscellaneous Work Items	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
SUB TOTALS				\$ 77,471.50	\$ 42,641.50	\$ 25,584.90	\$ 17,056.60	\$ 17,056.60
ENGINEERING AT 15% ASSESSABLE COST				\$ 11,620.73	\$ 6,396.23	\$ 3,837.74	\$ 2,558.49	\$ 2,558.49
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 3,873.58	\$ 2,132.08	\$ 1,279.25	\$ 852.83	\$ 852.83
GRAND TOTALS				\$ 92,965.80	\$ 51,169.80	\$ 30,701.88	\$ 20,467.92	\$ 20,467.92

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

SPECIAL ASSESSMENT ROLL 2025-02

RESO 2

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$51,169.80
 TOTAL ASSESSABLE FRONT FEET 548.75

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$51,169.80	\$51,169.80	
CITY SHARE ≥ 60%	\$30,701.88	\$30,701.88	
PROPERTY SHARE @ ≤40%	\$20,467.92	\$20,467.92	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/548.75	\$37.30	\$37.30	
TOTAL FRONT FEET PER TYPE	548.75	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$20,468.38	\$0.00	\$20,468.38

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

NORTH SIDE	\$	9,809.90
SOUTH SIDE	\$	9,651.38
WEST SIDE	\$	1,007.10
TOTAL SPECIAL ASSESSMENT	\$	<u>20,468.38</u>

LYNN STREET FROM WEST END TO HOWELL
LOCAL STREET

SPECIAL ASSESSMENT ROLL 2025-02

RESO 2

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	\$37.30	\$5,035.50	R1
710	Lynn St	Janice Nixon	050-660-023-025-00	49	1	49.00	\$37.30	\$1,827.70	R1
706	Lynn St	Vargas Family Trust	050-660-023-026-00	34	1	34.00	\$37.30	\$1,268.20	R1
218	S Howell St	Todd Thompson & Julie Birge	050-660-023-027-00	60	0.75	45.00	\$37.30	\$1,678.50	R1
				278		263.00		\$9,809.90	

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	\$37.30	\$1,753.10	R1
715	Lynn St	Vargas Family Trust	050-660-023-021-00	36	1	36.00	\$37.30	\$1,342.80	R1
713	Lynn St	Richard II & Nina Devreese	050-660-023-020-00	52	1	52.00	\$37.30	\$1,939.60	R1
709	Lynn St	Daniel Vargas	050-660-023-019-00	90	1	90.00	\$37.30	\$3,357.00	R1
707	Lynn St	Rodney Williams & Carol Reno	050-660-023-018-00	45	0.75	33.75	\$37.30	\$1,258.88	R1
				270		258.75		\$9,651.38	

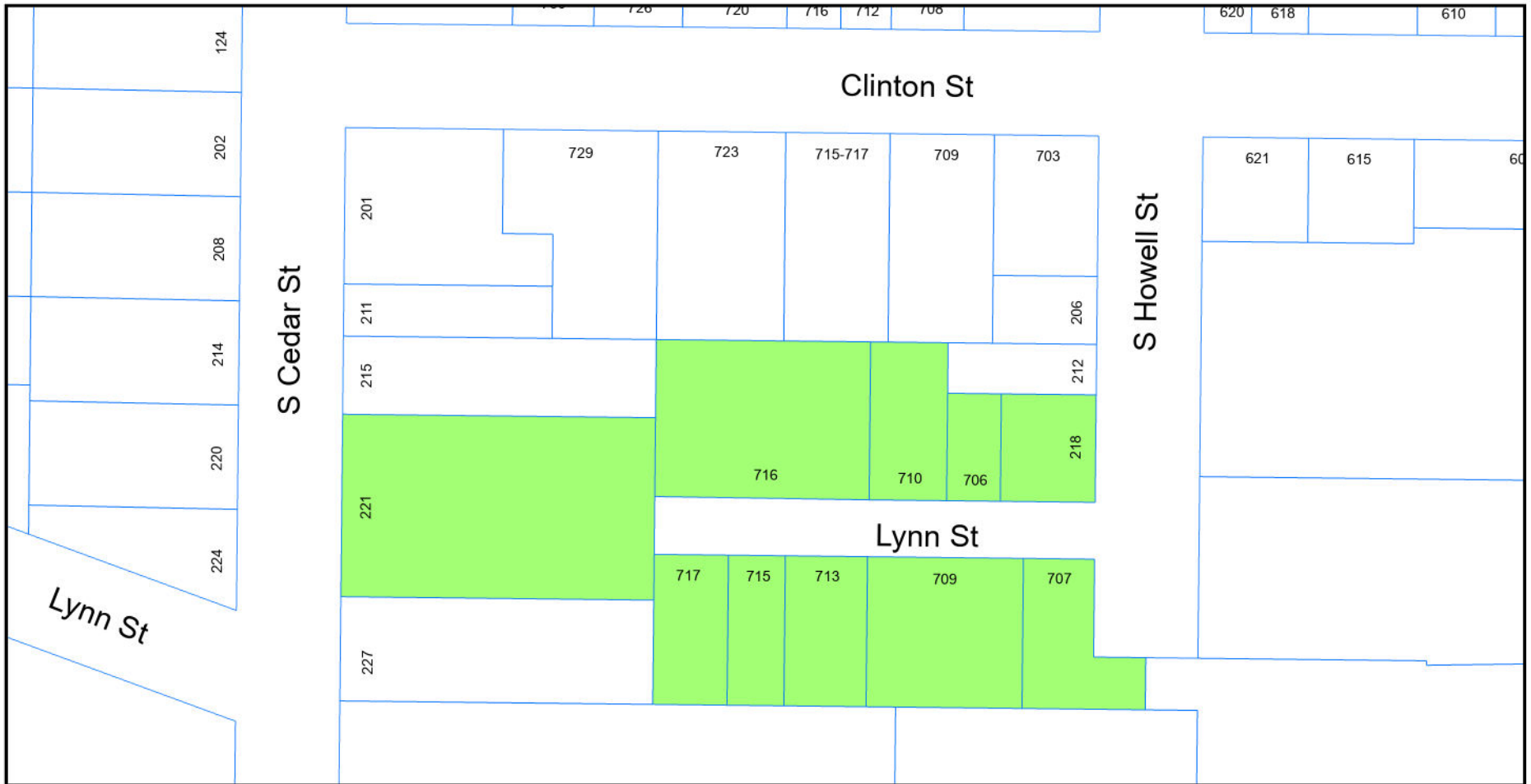
WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
221	S Cedar St	Thomas & Brook Klockziem	050-660-023-011-00	36	0.75	27.00	\$37.30	\$1,007.10	R1
				36		27.00		\$1,007.10	

TOTAL ASSESSABLE FRONT FEET: 548.75
TOTAL AMOUNT OF ASSESSMENT: \$20,468.38

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



1 August, 2024



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

MEMORANDUM

DATE: August 22, 2024

TO: Mayor Robert Teich Jr, City Council, and City Manager Nathan Henne

FROM: Michael Dowler, Assessor

RE: Obsolete Property Rehabilitation Certificate – 207 N Washington Street

The city clerk has received an application for an Obsolete Property Rehabilitation Act (OPRA) tax exemption, from Tammie Sanders, owner of 207 N Washington Street. The project proposes to completely renovate the 2 story 6,120 square foot building with new flooring and rehabilitated storefront on first floor with three (3) 2-bedroom apartments on second floor.

The Obsolete Property Rehabilitation Act, PA 146 of 2000, MCL 125.2781 *et seq.*, as amended, provides a property tax exemption for commercial and commercial housing properties that are rehabilitated and meet the requirements of the Act. Properties must meet eligibility requirements and must be located in an established Obsolete Property Rehabilitation District.

OPRA exemptions are approved for a term of 1-12 years as determined by the local unit of government. The property taxes for the rehabilitated property are based on the previous year's (prior to rehabilitation) taxable value. The taxable value is frozen for the duration of the exemption. Additionally, the State Treasurer may approve reductions of half of the school operating and state education taxes for a period not to exceed 6 years for 25 applications annually. Applications are filed, reviewed and approved by the local unit of government, but are also subject to review at the State level by the Property Services Division. The State Tax Commission (STC) is responsible for final approval and issuance of OPRA certificates. Exemptions are not effective until approved by the STC.

The creation of an OPRA District is the first step in the process and must be in place before any work can commence on the property. An Obsolete Property Rehabilitation District was created by the city council with a resolution on August 19, 2024.

Following the public hearing for the Obsolete Property Rehabilitation Application, the legislative body of the qualified local governmental unit may approve the Obsolete Property Rehabilitation Certificate by resolution. The resolution must set forth a finding and determine that the property meets the requirements of the Act.

Staff suggests the approval of the Obsolete Property Rehabilitation Certificate as presented. As always, if there are any questions, please feel free to contact me on (989) 725-0530.

MASTER PLAN GOALS: 1.19, 3.20, 5.13

RESOLUTION NO.

**TO APPROVE THE APPLICATION FOR AN
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FROM TAMMIE SANDERS
FOR PROPERTY LOCATED AT
207 N WASHINGTON ST**

WHEREAS, the City of Owosso is a Qualified Local Government Unit within the State of Michigan and is empowered to provide tax exemptions for increased value of rehabilitated facilities within the City; and

WHEREAS, after public notice and a public hearing on August 19, 2024, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 207 N. Washington Street in Owosso, Michigan. As provided by section 4(2) of Public Act 146 of 2000, said property more particularly described as:

S 33' OF LOT 5 & N 6" OF E 90' OF LOT 6, BLK 15 ORIGINAL PLAT

WHEREAS, the City Clerk received an application, on July 24, 2024 from Tammie Sanders, for an Obsolete Property Rehabilitation Exemption Certificate for the complete renovation of the 2 story 6,120 square foot building with new flooring and rehabilitated storefront on first floor, with three (3) 2-bedroom apartments on the second floor; and

WHEREAS, the application is complete, including items (a) through (f) described under "Instructions" on the Application for Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, notice of a public hearing concerning the application for an exemption certificate was provided to the Assessor of the City and the legislative body of each taxing unit that levies ad valorem property taxes in the City; and

WHEREAS, the City finds that the property meets the definition of an obsolete property as defined in section 2(h) of Public Act 146 of 2000 and the application for the exemption certificate is complete; and

WHEREAS, the City finds that the property relates to a rehabilitation program that when completed constitutes a "rehabilitated facility" within the meaning of P.A. 146 of 2000, and said property is located within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of PA 146 of 2000; and

WHEREAS, it has been found that the rehabilitation of the obsolete property is calculated to, and will at the time of the issuance of the certificate, have the reasonable likelihood to increase commercial activity, retain and create employment, and revitalize the downtown; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of the property already exempt under PA 146 of 2000 and under PA 198 of 1974 does not exceed 5% of the total taxable value of the unit; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the rehabilitation work described in the application had not commenced prior to the establishment of the District.

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at a public hearing held **September 3, 2024**, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate for 207 N. Washington St. for a period of twelve years; and

ALSO, BE IT RESOLVED that the rehabilitation shall be completed within eighteen (18) months from the date of approval of said application, and

FURTHERMORE, BE IT RESOLVED that the application and resolution are authorized for submittal to the State Tax Commission for final review and authorization.

ABATEMENT SCHEDULE

207 N Washington

This schedule applies to industrial, commercial, and/or residential property as defined by the Michigan General Property Tax Act

Capital Investment \$0 to \$120,000 \$120,001 to \$300,000 \$300,001 to \$600,000 \$600,001 to \$1,350,000 \$1,350,001 to \$3,000,000 \$3,000,001 to \$6,000,000 \$6,000,001 +	Years of Tax Abatement 1 2 3 ④ 5 6 7	Rehabilitate or Restore a building within Historic District? +2 Additional 2 years in any capital investment	6
New Job Creation (as FTE – 40 hrs/week) 1-10 11-25 26-50 51 +	Years of Tax Abatement 2 3 4 5		
New Job Wages (calculation based on MI min wage) Average Wage > 1.5x min wage Average Wage > 2.5x min wage Average Wage > 3x min wage	Years of Tax Abatement 1 2 3		
Number of years located in City of Owosso 2-10 11-25 26 +	Years of Tax Abatement 1 2 ③		3
New employees with City of Owosso residency 1-10 11-25 26 +	Years of Tax Abatement 1 2 3		
New housing units created in City of Owosso 1-5 6-10 11-25 25+	Years of Tax Abatement ① 2 3 4		1

10 years



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

RE: 207 N Washington Street

STATEMENT OF OBSOLESCENCE FROM ASSESSOR

The building that is the subject of this request is a typical, two-story, downtown building constructed around 1900. The first floor of the building has been used as commercial retail space for many years while the second floor has been used for a photography studio and apartment. The obsolescence is evident in the lack of modern electrical, plumbing, and mechanical systems as well as the poor condition of the walls, floors, and ceilings. The windows and doors are also very old and inefficient by today's standards. In the opinion of the assessor, this property suffers in excess of 50% functional obsolescence.

Michael Dowler MAAO (4)
City Assessor

Assessor Signature
Date 07/25/2024

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Tammie Sanders		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 1210 N. Hickory St., Owosso, MI 48867		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 207-209 1/2 N. Washington St., Owosso, MI 48867.		
City, Township, Village (indicate which) The City of Owosso	County Shiawassee	
Date of Commencement of Rehabilitation (mm/dd/yyyy) (12-01-2024)	Planned date of Completion of Rehabilitation (mm/dd/yyyy) (12-01-2025)	School District where facility is located (include school code) 78110
Estimated Cost of Rehabilitation 1,246,476	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <u>2</u>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) Tammie Sanders	Telephone Number [REDACTED]	Fax Number
Mailing Address 1210 N. Hickory St., Owosso, MI 48867	E-mail Address [REDACTED]	
Signature of Company Officer (no authorized agents) <i>Tammie Sanders</i>	Title Building Owner/Developer	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
FOR STATE TAX COMMISSION USE	
Application Number	Date Received
	LUCI Code

LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$		\$
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature		Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

City of Owosso OPRA Exemption Certificate

Application answers to questions a-f

Project Address: 207-209 N Washington St.

(a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage);

In the beginning, the building was 3 stories high. The addresses were 207 on the 1st floor, and 209 once serviced both the 2nd and 3rd floors. It was built in 1891 with a stone engraved with "Shattuck Block 1891" on the third floor of the facade. It was originally built to house and sell sewing machines and organs. By 1925, Mr. Shattuck and his family became so invested in music they opened up the 16th radio station in the State of Michigan (*Wireless Shattuck Music House*). The building is now standing 2 stories tall with 5,927 square feet of space. Quoting the City conducted Downtown Historic District Report from 2010, "At 207 N. Washington Street, Owosso's only stone façade in the Richardson Romanesque style, an owner in the 1970s wanted to reduce his upkeep and removed the entire third floor, reducing the grand building to two stories and a somewhat truncated appearance.". Currently the building only hosts *MI Favorite Store* on the entire 1st floor commercial as a tenant, who sells made-in-Michigan products.

(b) General description of the proposed use of the rehabilitated facility,

Upon completion, the Shattuck Block at 207-209 N Washington in downtown Owosso, Michigan, will undergo a comprehensive rehabilitation to accommodate a mixed-use development. The building, originally constructed in 1891, will be fully rehabilitated to preserve its historic character while ensuring code compliance to meet today's standards and qualifications. The rehabilitation will integrate modern amenities and energy-efficient features.

The first floor, totaling 2,700 square feet, will be dedicated to commercial retail space. The tenant will be a local business specializing in Michigan-made and crafted items, showcasing the rich cultural heritage of the state. The space will feature a rehabilitated storefront and all-new flooring, ensuring it meets the needs of both the commercial tenant and customers.

The second floor, totaling 2,678 square feet, will be transformed into three 2-bedroom, 2-bath apartments. Additionally, there will be a common-hall area to serve the residential units. The rehabilitation will include gutting the existing space down to the studs,

integrating modern conveniences, and installing a low-use elevator for building management and maintenance purposes.

The facade rehabilitation of the building has already been undertaken in accordance with the City of Owosso's Historic Society's approval and standards, ensuring that the historic integrity of the building is maintained on the commercial's front façade.

(c) Description of the general nature and extent of the rehabilitation to be undertaken,

The proposed use of the building does not include any white-boxed spaces, as both the commercial and residential areas will be fully rehabilitated and tailored to the specific needs of the commercial tenant and future residents.

(d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility,

Site improvement activities will include the installation of a new cool roof to promote energy efficiency and sustainability. This feature aligns with modern ecological building practices, reducing the building's environmental footprint and ensuring long-term operational efficiency. All facade improvements have and will be executed in accordance with Owosso's Historic Society's guidelines, ensuring the preservation of its historical integrity.

(e) A time schedule for undertaking and completing the rehabilitation of the facility,

Anticipated schedule/benchmarks:

Beginning with building ownership, it is fully paid for and owned outright by the developer.

Site plan review and approval would be Fall 2024.

The request for local financial approval would be Fall 2024.

Obtaining building permits would be Winter 2024.

Closing on both construction and permanent financing is projected for Spring 2025.

Finally, project completion is anticipated Spring 2026.

*Commencement of rehabilitation investment has begun with predevelopment consulting services, preliminary architectural plans, and the rehab of the front façade that met the Owosso Historic Society's guidelines.

(f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence

has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

The building has been deemed Functionally Obsolete by the City of Owosso and an Assessor on August 25th, 2024.

The economic advantages expected from the OPRA exemption and project rehabilitation are substantial. By revitalizing the historic Shattuck Block, which has already lost its original third floor due to neglected maintenance in the 1970's/1980's, this project will preserve the remaining structure for decades to come. The rehabilitation will enhance property values in downtown Owosso, leading to increased tax revenues over time. It will create three modern residential units, attracting a greater circular flow within the downtown economy that supports local businesses. With the rising costs in construction, this abatement proves to allow the developer to ground themselves after the large up-front investment they provide for the rehabilitation of a functionally obsolete building. The upgraded commercial space will retain a tenant that showcases Michigan-made products, driving foot traffic and promoting local artisans. Additionally, the construction phase will generate jobs, contributing to the local economy. Long-term, the project will stimulate economic growth by preserving a historic asset, fostering downtown vibrancy, and encouraging further investment in the community.

FINAL CONSTRUCTION COST BREAKDOWN

Development Name: 207 N. Washington Ave., Owosso, MI
 Sponsor: Sanders

PHFA Number:

3 Apts. w/Elevator

Contractor: First Contracting, Inc.

Form Completed by (print): Brian Fleming

5/2/2024

Div. #/Description	Residential	Commercial	Total
01-General Requirements			
Project Management/Coordination			
Security			
Temporary Facilities/Controls			
Execution/Closeout Requirements			
Equipment			
Other (explain)			
Division 01 Total	\$0.00	\$0.00	\$0.00
02-Existing Conditions			
Building Demolition			
Selective Demolition - Interior	\$20,000.00		
Soil Stabilization			
Environmental Remediation			
Offsite Improvements (explain)			
Other (explain)			
Division 02 Total	\$20,000.00	\$0.00	\$20,000.00
03-Concrete			
Cast-in-Place			
Pre-Cast			
Cement Underlayment			
Other (explain) - Elevator - Footings/Pit	\$20,000.00		
Division 03 Total	\$20,000.00	\$0.00	\$20,000.00
04-Masonry			
Block - Shaft	\$75,000.00		
Brick/Stone Veneer			
Restoration/Cleaning - Deduct \$50k for siding in rear	\$100,000.00		
Other (explain) - Window Openings	\$5,000.00		
Division 04 Total	\$180,000.00	\$0.00	\$180,000.00
05-Metals			
Structural			
Joists/Decking			
Framing			
Railings			
Other (explain)	\$5,000.00		
Division 05 Total	\$5,000.00	\$0.00	\$5,000.00
06-Wood, Plastics and Composites			
Rough Carpentry	\$15,000.00		
Finish Carpentry	\$12,000.00		
Architectural Woodwork			
Cultured Marble/Solid Surface			
Other (explain) -Ext.	\$10,000.00		
Division 06 Total	\$37,000.00	\$0.00	\$37,000.00
07-Thermal and Moisture Protection			
Dampproofing/Waterproofing			
Insulation	\$20,000.00		
Roofing	\$100,000.00		
Exterior Finish			
Misc. (Gutters, flashing, etc.)	\$5,000.00		
Other (explain) - Elevator Shaft	\$10,000.00		
Division 07 Total	\$135,000.00	\$0.00	\$135,000.00
08-Openings			
Exterior Doors/Frames			

Interior Doors/Frames	\$15,000.00		
Windows	\$30,000.00		
Storm Windows			
Other (explain)			
Division 08 Total	\$45,000.00	\$0.00	\$45,000.00
09-Finishes			
Plaster Repair			
Drywall	\$45,000.00		
Tile Work			
Resilient Flooring	\$18,000.00		
Carpet			
Suspended Ceilings			
Painting and Wallcoverings	\$18,000.00		
Other (explain) - 1st floor LVT	\$18,000.00		
Division 09 Total	\$99,000.00	\$0.00	\$99,000.00
10-Specialties			
Mailboxes, Bath Accessories, Signage, etc.	\$3,500.00		
Other (Explain)			
Division 10 Total	\$3,500.00	\$0.00	\$3,500.00
11-Equipment			
Residential Appliances	\$12,000.00		
Playground Equipment			
Trash Compactor			
Other (explain)			
Division 11 Total	\$12,000.00	\$0.00	\$12,000.00
12-Furnishings			
Window Treatments	\$1,000.00		
Kitchen Cabinets	\$18,500.00		
Bath Cabinets			
Site Furnishings			
Other (explain)			
Division 12 Total	\$19,500.00	\$0.00	\$19,500.00
Div. #/Description	Residential	Commercial	Total
13-Special Construction			
Solar, Wind, etc.			
Other (explain)			
Division 13 Total	\$0.00	\$0.00	\$0.00
14-Conveying Systems			
Elevators - LULA Elevator Budget	\$125,000.00		
Wheelchair Lifts			
Trash Chutes			
Other (explain)			
Division 14 Total	\$125,000.00	\$0.00	\$125,000.00
21-Fire Suppression			
Sprinkler System	\$50,000.00		
Other (explain)			
Division 21 Total	\$50,000.00	\$0.00	\$50,000.00
22-Plumbing			
Facility Water Distribution	\$64,000.00		
Facility Sanitary Sewerage			
Facility Storm Drainage			
Plumbing Fixtures/Equipment			
Other (explain)			
Division 22 Total	\$64,000.00	\$0.00	\$64,000.00
23-Heating, Ventilating and Air Conditioning			
Facility Fuel System (Fuel oil, Gas, etc.)			
Facility System/Equipment	\$64,000.00		
Other (explain)			
Division 23 Total	\$64,000.00	\$0.00	\$64,000.00
26-Electrical			
Primary Service			
Distribution System	\$70,000.00		
Generator			
Lighting			
Other (explain)			
Division 26 Total	\$70,000.00	\$0.00	\$70,000.00

27-Communications			
Data, Communication Wiring & Devices			
Other (explain)			
Division 27 Total	\$0.00	\$0.00	\$0.00
28-Electronic Safety and Security			
Fire Detection/Alarm			
Security System			
Other (explain)			
Division 28 Total	\$0.00	\$0.00	\$0.00
31-Earthwork			
Earthmoving, Excavation, Grading, etc. - Elevator Pit	\$10,000.00		
Erosion & Sedimentation Control			
Special Foundations			
Offsite Improvements (explain)			
Other (explain) - 4" water	\$25,000.00		
Division 31 Total	\$35,000.00	\$0.00	\$35,000.00
Div. #/Description	Residential	Commercial	Total
32-Exterior Improvements			
Paving			
Walks and Curbs			
Landscaping			
Fences, Retaining Walls, etc.			
Offsite Improvements (explain)			
Other (explain)			
Division 32 Total	\$0.00	\$0.00	\$0.00
33-Utilities			
Sanitary Sewer			
Water, Gas, Elec, Communications	\$10,000.00		
Storm Water			
Offsite Improvements (explain)			
Other (explain)			
Division 33 Total	\$10,000.00	\$0.00	\$10,000.00
Subtotal Divisions 1-33			
Construction Contingency - 10%	\$99,400.00		
Bond Premium or LOC			
Building Permit			
General Conditions, Overhead & Profit	\$153,076.00		
TOTAL COST	###	\$1,246,476.00	\$1,246,476.00
TOTAL CONSTRUCTION COST (Residential and Commercial)		\$1,246,476.00	

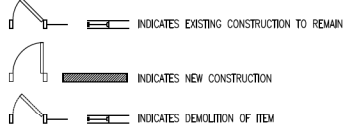
DEVELOPMENT INFORMATION

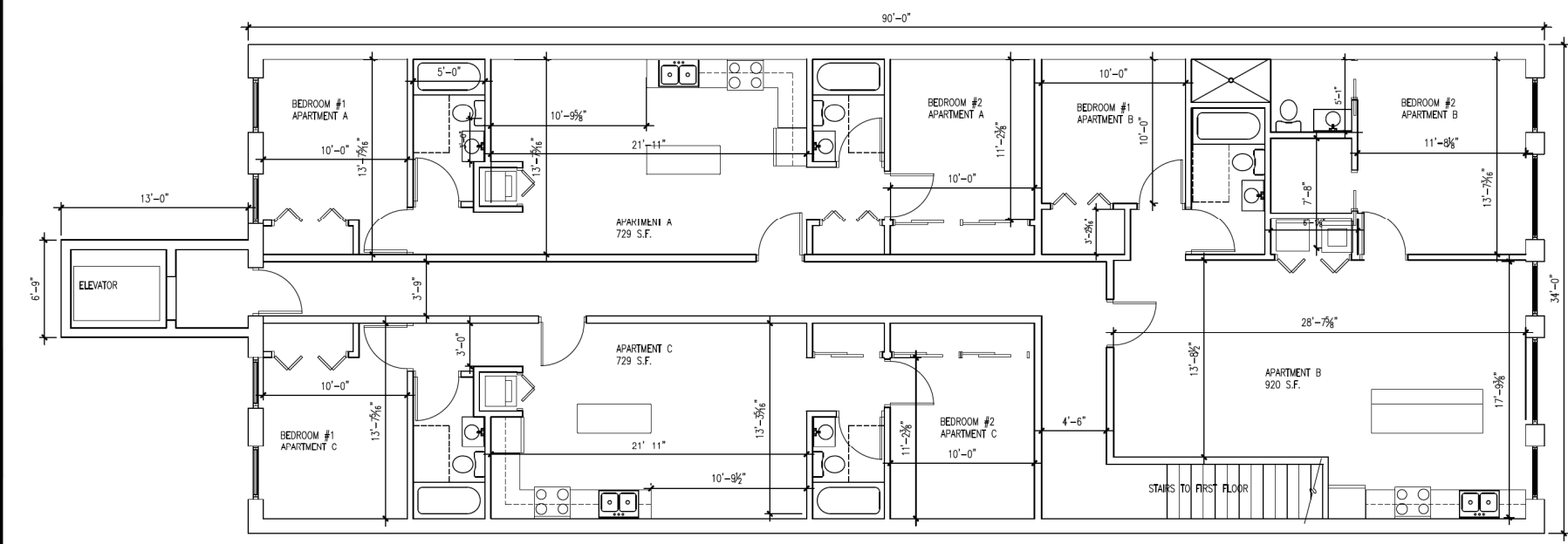
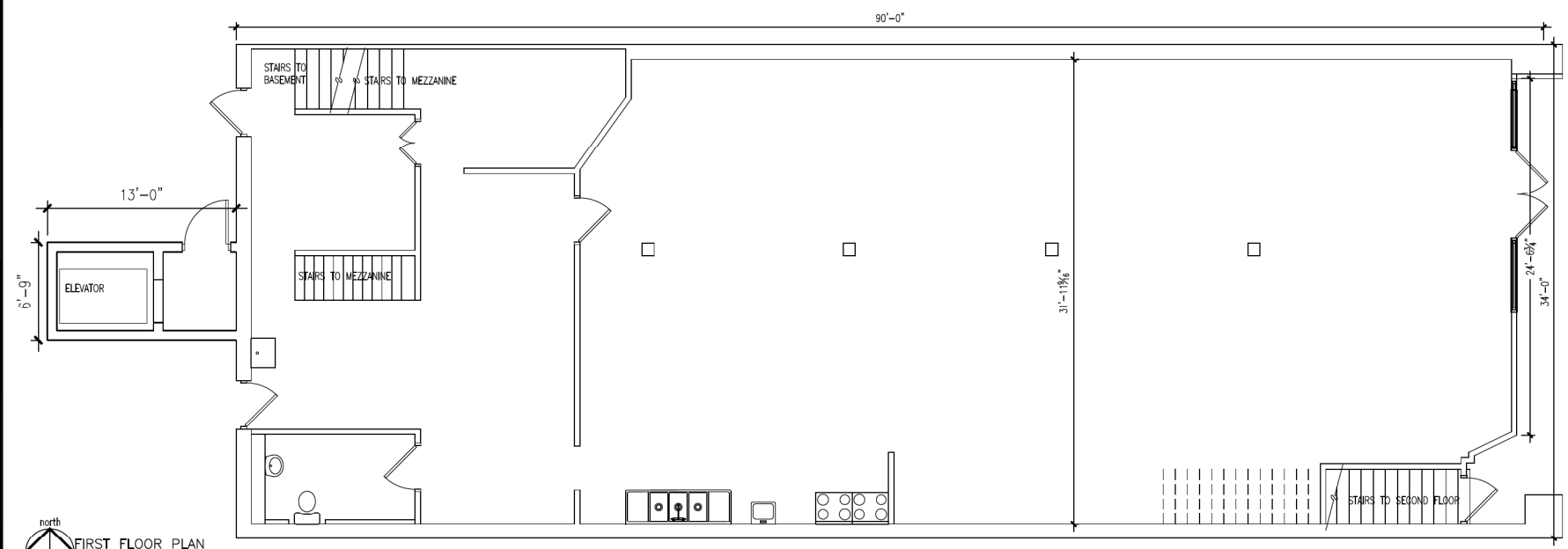
Number of Dwelling Units: _____	Wage Determination: _____	Open Shop
Gross Building Square Footage: _____		Union Shop
Net Commercial Square Footage: _____		Davis Bacon
Length of Construction: _____ Months		Date: _____
Estimated Start Date: _____		Residential
		Commercial
		PA Prevailing
		Date: _____
The Cost Estimate is based on the following documents:		
Drawing Date: _____	Latest Revision	
Specifications Date: _____	Latest Revision	
Addendum # _____ Date: _____	Addendum # _____	Date: _____
Addendum # _____ Date: _____	Addendum # _____	Date: _____
Addendum # _____ Date: _____	Addendum # _____	Date: _____
Signature of Cost Breakdown Preparer: _____		
Owner Name		
Contractor Name		

R Q P N M L K J H G F E D C B A

REVISIONS	
11	
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BUILDING DATA
 BUILDING JURISDICTION: CITY OF OWOSSO
 PROPERTY NUMBER: 050-470-015-00
 PROJECT DESCRIPTION: MIXED USE BUILDING- DEVELOP 3 APARTMENTS AND ADD AN ELEVATOR (88 SQUARE FEET) TO THE SECOND FLOOR, REPAIR FAILING WOOD ON FRONT FACADE
 CODE: MICHIGAN REHABILITATION CODE 2015
 BUILDING AREA: 6,120 SQUARE FEET
 FIRST FLOOR 3060 SQUARE FEET
 CONSTRUCTION TYPE VB
 ALLOWABLE 9,000 SQUARE FEET 2 STORY
 OCCUPANTS: 3060 / 100= 31 PEOPLE FIRST FLOOR ONE EXIT REQUIRED

FLOOR PLAN LEGEND:

 INDICATES EXISTING CONSTRUCTION TO REMAIN
 INDICATES NEW CONSTRUCTION
 INDICATES DEMOLITION OF ITEM



EAST ELEVATION
 3/16"=1'-0"

SWANSON DESIGN STUDIOS
 329 E. CESAR E. CHAVEZ AVE. ARCHITECTURE
 LANSING, MICHIGAN 48906 DESIGN
 WWW.SWANSONDESIGN.COM
 PH. (517) 482-9039 INTERIOR
 FAX (517) 482-9290 ARCHITECTURE

DATE: 4/4/2024
 JOB NUMBER: 2021.048
 SHEET NUMBER: A1

R Q P N M L K J H G F E D C B A



MEMORANDUM

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

DATE: August 20, 2024

TO: City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Public Hearing - Special Assessment District No. 2025-101 – Hazards & Nuisances for 1404 S. Chipman Street

RECOMMENDATION:

Authorize Special Assessment Resolution No. 2 (of 2) establishing a special assessment for the property at 1404 S. Chipman Street to recoup the costs incurred in the Court Ordered Demolition of the structure on the property.

BACKGROUND:

On February 18, 2022 there was a structure fire at 1404 S. Chipman Street and the house was a total loss. The homeowner did not have insurance. At that point, the City began to monitor the property while pursuing legal action to remedy the code enforcement issues presented by the burned-out house. Said legal action concluded with the issuance of a demolition order on May 25, 2023 by the Shiawassee County Circuit Court. The City subsequently sought bids for demolition of the structure, which eventually took place in May of this year. The total charges incurred, including the cost of demolition and legal fees came to \$22,549.92. In an attempt to recoup these costs, staff is recommending the establishment of a special assessment on the property as directed by Sec. 18-29 of the Code.

City Council approved the first resolution in the process at the August 19, 2024 meeting. Notice of the hearing has been mailed to the property owner. Notices were also published in The Argus Press and posted to the City's website, as well.

Resolution No. 2 will be considered tonight after the public hearing has been conducted. If approved, it will record the comments presented at the public hearing, approve the assessment roll (with any changes made by Council), create a lien on the property, set the time period over which payment will be accepted, set the interest rate on installments, and set the annual due date for payments.

FISCAL IMPACTS:

Staff suggests the assessment be spread over a 10-year period.

RESOLUTION NO.

**AUTHORIZING THE ROLL FOR
SPECIAL ASSESSMENT DISTRICT NO. 2025-101 - HAZARDS & NUISANCES
FOR 1404 S. CHIPMAN STREET**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the Special Assessment Roll for Hazards and Nuisances District No. 2025-101 prepared for the purpose of defraying the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances on the following described property:

PARCEL#	SERVICE ADDRESS	TYPE	AMOUNT
050-602-040-008-00	1404 S. Chipman St	Demolition of structure including court costs & consulting fees	\$ 22,549.92

and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said Special Assessment Roll-Hazards and Nuisances the Council deems said Special Assessment Roll-Hazards and Nuisances to be fair, just and equitable and that the assessment contained thereon results in the special assessment being in accordance with the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances of said property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said Special Assessment Roll-Hazards and Nuisances as prepared by the City Assessor in the amount of \$ 22,549.92 is hereby confirmed and shall be known as Special Assessment Roll-Hazards and Nuisances District No. 2025-101.
2. Pursuant to MCL 211.78k(c) said special assessment roll shall be divided into ten (10) equal annual 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-Hazards and Nuisances District No. 2024-101 shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.



MEMORANDUM

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

DATE: August 20, 2024
TO: City Council
FROM: Amy K. Kirkland, City Clerk
SUBJECT: Public Hearing - Special Assessment District No. 2025-102 – Hazards & Nuisances for 643 N. Hickory Street

RECOMMENDATION:

Authorize Special Assessment Resolution No. 2 (of 2) establishing a special assessment for the property at 643 N. Hickory Street to recoup the costs incurred in the demolition of the structure on the property.

BACKGROUND:

On February 23, 2023, a fire completely destroyed the house located at 643 N. Hickory Street. The property owner had insurance coverage, and the City received a fire bond payment of \$15,009 on December 11, 2023.

According to the State of Michigan Department of Insurance and Financial Services, if a municipality does not receive reasonable proof repair or demolition within 120 days of receiving the insurance proceeds, it may use the retained funds to secure, repair, or demolish the damaged or destroyed structure to ensure compliance with local code requirements. Any unused portion of the retained proceeds shall be returned to the insured.

After the 120-day period elapsed, the City initiated the bidding process for demolition services. SP Powells Sand and Soil was awarded the contract, and the demolition was completed in June 2024. The total charges incurred for demolition, asbestos abatement, and associated administrative fees amounted to \$23,228.46. After applying the fire bond proceeds to these expenses, there remains an outstanding balance of \$8,219.46.

To recover the remaining cost a special assessment must be established on the property in accordance with Sec. 18-29 of the Code.

City Council approved the first resolution in the special assessment process at the August 19, 2024 meeting. Notice of the hearing has been mailed to the property owner. Notices were also published in The Argus Press and posted to the City's website, as well.

Resolution No. 2 will be considered tonight after the public hearing has been conducted. If approved, it will record the comments presented at the public hearing, approve the assessment roll (with any changes made by Council), create a lien on the property, set the time period over which payment will be accepted, set the interest rate on installments, and set the annual due date for payments.

FISCAL IMPACTS:

Staff suggests the assessment be spread over a 10-year period.

RESOLUTION NO.

**AUTHORIZING THE ROLL FOR
SPECIAL ASSESSMENT DISTRICT NO. 2025-102 - HAZARDS & NUISANCES
FOR 643 N. HICKORY STREET**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the Special Assessment Roll for Hazards and Nuisances District No. 2025-102 prepared for the purpose of defraying the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances on the following described property:

PARCEL#	SERVICE ADDRESS	TYPE	AMOUNT
050-240-002-019-00	643 N. Hickory St	Demolition of structure including consulting fees	\$8,219.46

and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said Special Assessment Roll-Hazards and Nuisances the Council deems said Special Assessment Roll-Hazards and Nuisances to be fair, just and equitable and that the assessment contained thereon results in the special assessment being in accordance with the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances of said property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said Special Assessment Roll-Hazards and Nuisances as prepared by the City Assessor in the amount of \$8,219.46 is hereby confirmed and shall be known as Special Assessment Roll-Hazards and Nuisances District No. 2025-102.
2. Pursuant to MCL 211.78k(c) said special assessment roll shall be divided into ten (10) equal annual 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-Hazards and Nuisances District No. 2025-102 shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.



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

MEMORANDUM

DATE: August 21, 2024

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1520

Autumn Spooner with Bella Women's Center have requested the following street closure for a Fall Festival. An insurance waiver has been requested for this event.

LOCATION:

Ball St. between Mason and Exchange. The corner of Ball and Exchange are already closed off for the Farmers Market. In addition, they would like to close off the corner of Mason and Ball.

DATE:

Saturday, September 28, 2024

TIME:

8:00 am – 2:00 pm

The Public Safety Department has issued Traffic Control Order # 1520 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the request, waiver of the insurance requirement, and further authorization of the traffic control order formalizing the action.

CITY OF OWOSSO
TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1520	08/21/2024	10:15am

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Street closure

LOCATION OF CONTROL
Ball St., between Mason and Exchange,
including the corner of Mason and Ball

EVENT:
Bella Women’s Center Fall Festival
DATE: Saturday, September 28, 2024
TIME: 8:00 am – 2:00 pm

APPROVED BY COUNCIL
_____, 20____

REMARKS



TCO #1520

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: Bella Women's Center Fall Festival

Applicant Name: Bella Women's Center Date: 08/19/2024

Primary Contact: Autumn Spooner Title: Executive Assist.

Address: 224 N Ball St Owosso MI 48867

Phone: +1 (989) 723-4025 Email: Pregnancyshiawasse@gmail.com

Requested Date(s): 09/28/2024 Requested Hours: 0800-1100 8:00a - 2:00p

Area Requested (Parking Lot - Parade Route): Ball Street - between Mason and Exchange. The corner of Ball and Exchange are already closed off for the Farmers Market, we are hoping to block off the

Corner of Mason and Ball as well *willing to discuss other options

Detailed description of the use for which the request is made: We will be hosting a community event with Food trucks, fair games, and giveaways

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

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: 08.19.2024

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.

- | | |
|---|--|
| <input checked="" type="checkbox"/> \$30 Application (30-120 days prior to 1 st day of event) | <input type="checkbox"/> Additional: _____ |
| <input type="checkbox"/> \$50 Additional MDOT Closure (M-21, M-71, M-52) | <input type="checkbox"/> Additional: _____ |
| <input type="checkbox"/> \$15 Additional-Expedited Fee (14-29 days prior to 1 st day of event) | <input type="checkbox"/> Additional: _____ |

\$ 30 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

Policies and Procedures for the Bella Women's Center Fall Festival

Alcohol

No alcohol is prohibited at the event or in the event area. This is a family environment.

Criminal Activity

Report certain types of criminal activity to the Owosso Police Department and the Bella Women's Center staff.

Discrimination

No persons will be denied service based on gender, race, religion, color, or origin.

Emergency Help

Please call Emergency Services 911 when there is a threat to life, safety, health, or property.

Food safety

Ask the food vendors for their list their ingredients if food allergens are a concern.

Lost and Found

Please call the Bella Women's Center office or see a staff member.

Parking

Follow all City of Owosso laws when parking on the street or in the lots in the area.

Persona Non Grata

Bella Women's Center reserves the right to bar an individual from the area if the individual displays actions that oppose the family environment the Center is looking to uphold.

Smoking

Smoking, including e-cigarettes, are not prohibited at the event to maintain a family-friendly environment.

Staff/Volunteers

All staff and volunteers will be wearing an identifier and will be available for any assistance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2024

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).

PRODUCER Patriot Insurance Agency, Inc. PO Box 17026 St. Petersburg FL 33733		CONTACT NAME: Erika Hill PHONE (A/C, No, Ext): (520) 455-9252 FAX (A/C, No): (520) 842-2978 E-MAIL ADDRESS: ehill@patriot-insurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Spirit Mountain Ins Co RRG Inc	NAIC # 10754
INSURED		INSURER B:	
Family Life Services, Inc., DBA: Bella Women's Center 224 N Ball St. Owosso MI 48867		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: PKG 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"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR RETRODATE: 5/1/2023 <input checked="" type="checkbox"/> DEDUCTIBLE: \$2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SMIC-LPP2024-NOF005	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PHYSICAL AND SEXUAL ABUSE			SMIC-LPP2024-NOF005	07/01/2024	07/01/2025	PER OCCUR: \$100,000 DEDUCTIBLE: \$2500 RETRODATE: 5/1/2023

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

Event: Annual Open House held on 9/28/2024.
 Bouncehouse is excluded.

CERTIFICATE HOLDER**CANCELLATION**

City of Owosso 301 West Main 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Patriot Insurance Agency, Inc.		NAMED INSURED Family Life Services, Inc., DBA: Bella Women's Center	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CERTIFICATE HOLDER TO BE NAMED AS ADDITIONAL INSURED UNDER THE ABOVE POLICY BUT ONLY AS THEIR INTERESTS MAY APPEAR AND ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

NOTICE: THIS CERTIFICATE OF INSURANCE IS BASED ON POLICY COVERAGE ISSUED BY SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION GROUP, INC., TO ALL MEMBERS OF THE INTERNATIONAL ASSOCIATION OF THE COMMUNITY SERVICES ORGANIZATIONS. SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR SPIRIT MOUNTAIN INSURANCE COMPANY RISK RETENTION.

Additional Named Insureds

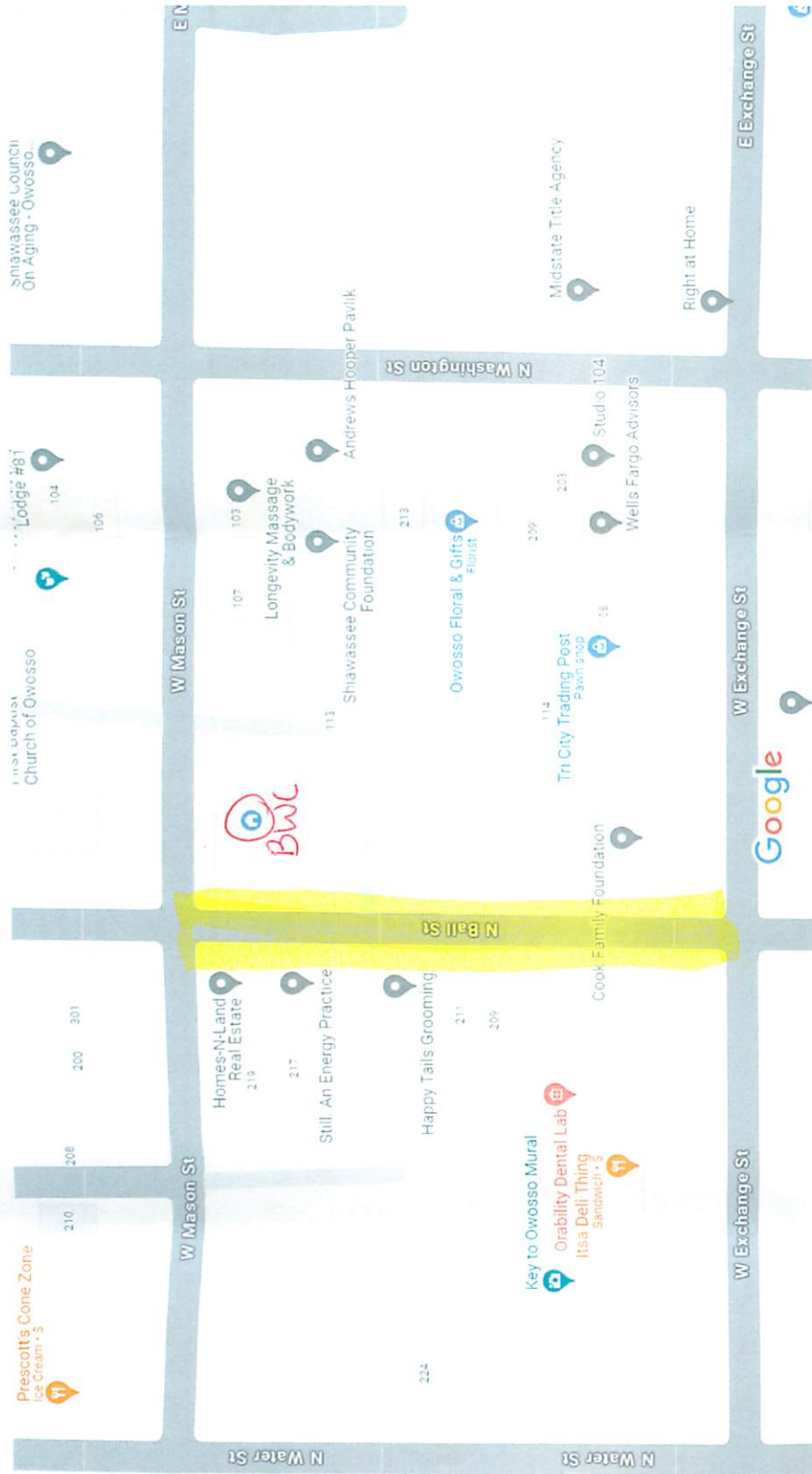
Other Named Insureds

Bella Women's Center

Doing Business As

Elizabeth's: A Baby Boutique

Doing Business As



Map data ©2024 50 ft



MEMORANDUM

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

DATE: September 3, 2024

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: WTP – Mid-Michigan Regional Lime Calciner Feasibility Study

RECOMMENDATION:

Approval of the City's commitment to the Mid-Michigan Lime Calciner Feasibility Study, and to appoint the City's Director of Public Services & Utilities and Water Treatment Plant Superintendent as designated representatives of the City of Owosso.

BACKGROUND:

The City of Owosso's Water Treatment Plant is approximately 100 years old, the last major upgrade at the water plant was completed in 2004. Before that project, water softening was conducted in open tanks consisting of softening reactors and a re-carbonation reactor. The 2004 project included a new aerator, new treatment building with enclosed up flow solids contact clarifiers, re-carbonation tank, sludge pumps, and related piping, valves, controls, and electrical systems, as well as new chemical feed systems (which included lime for softening).

In the last few years, not just the City, but also surrounding communities have seen an extreme spike in lime costs (including both procuring lime and lime sludge removal). Which has caused the Mid-Michigan Regional Lime Calciner Committee to un-shelf this old project.

The Mid-Michigan Regional Lime Calciner Committee (MMRLCC) was formed by utilities in the mid-Michigan area that soften drinking water with quick lime. Members of the Committee began discussing and addressing issues with chemical supply and residual disposal in 2014. The participating water utilities were receiving highly varied qualities of quick lime and experiencing inconsistent byproduct disposal markets. Members of the Committee were concerned with security, competitive bids, cradle to grave product management, and potential regulatory changes related to quick lime supply and residual disposal. To address these concerns, the Committee began discussions of a regional lime kiln to convert the residuals back into usable quick lime. The process would generate a continuous recycling loop. The calcining of softening residuals creates a higher purity lime than when raw limestone is used. This facility would eliminate the need for alternative

disposal of lime residuals as well as provide a consistent supply of high-quality quick lime. Due to a variety of factors, the original Request for Proposals was not released in 2015. In 2022, Tri-County hosted a Greater Lansing Regional Groundwater Summit, which reignited conversations surrounding the need to address access to chemical supply and residual disposal, especially in a post-pandemic economic environment. The Committee has continued to meet and discuss the costs and benefits of creating a regional lime kiln.

Listed below are the potential participating entities:

- Lansing Board of Water & Light
- City of Jackson
- City of Ann Arbor
- East Lansing Meridian Water & Sewer Authority
- Plainfield Charter Township
- City of Owosso
- City of Mount Pleasant
- City of Howell
- Marion-Howell-Oceola-Genoa (MHOG) Sewer & Water Utilities
- City of Fenton

There are currently two regional lime calciners associated with drinking water plants in the United States. One is in Dayton, Ohio and the other Miami, Florida. The feasibility of this project should consider operation of these two existing plants, as well as operation of lime kilns that calcine limestone.

The MMRLCC submitted to EGLE for a grant to fund the Lime Calciner Feasibility Study in February of 2024, and in April of 2024 we found out we were awarded the \$675,000.00 grant to pay for the Feasibility Study.

FISCAL IMPACTS:

Funds from the \$675,000.00 EGLE grant should cover the entire cost of the Lime Calciner Feasibility Study, however in the event that there are overages the City is suggesting a contingency fund in the amount of \$2,393.00, to be used only if deemed necessary and approved by City staff. Funds will be provided from account #591-553-818.000.

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

Attachments: (1) Resolution
(2) Memorandum of Agreement

RESOLUTION NO.

**AUTHORIZING PARTICIPATION IN THE
MID-MICHIGAN REGIONAL LIME CALCINER FEASIBILITY STUDY**

WHEREAS, the City of Owosso, desires to explore the potential for building a lime calciner to serve water utilities in the Mid-Michigan area in disposing of lime sludge in a reliable, efficient and cost-effective manner, and that allows for the continual recycling and reuse of lime for softening; and

WHEREAS, an engineering and economic feasibility study is necessary to examine alternatives and make recommendations relative to the technical and financial aspects of said alternatives; and

WHEREAS, City of Owosso will participate in the Mid-Michigan Regional Lime Calciner Feasibility Study, including providing data and reviewing and/or taking action on the final study recommendations.

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 authorize the Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, substantially in the form attached.
- SECOND: the Mayor is hereby authorized and instructed to sign said Memorandum of Agreement.
- THIRD: it agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study at the rate of 3.19% of costs over and above \$675,000, but not to exceed the amount of \$2,393, and remit payment to the project fiduciary (Tri-County Regional Planning Commission).
- FOURTH: Ryan E. Suchanek, Director of Public Services & Utilities and David H. Haut, Superintendent of Water Treatment Plant shall act on behalf of City of Owosso during the course of the feasibility study.

MEMORANDUM OF AGREEMENT

TO OBTAIN A FEASIBILITY STUDY FOR A MID-MICHIGAN REGIONAL LIME CALCINER

This Memorandum of Agreement (“Agreement”) is between the Tri-County Regional Planning Commission, City of Ann Arbor, City of Jackson, Lansing Board of Water & Light, East Lansing Meridian Water & Sewer Authority, Plainfield Charter Township, City of Owosso, City of Mt. Pleasant, City of Howell, Marion-Howell-Oceola-Genoa Sewer & Water Utilities, and City of Fenton (collectively referred to as the “Parties”). Additionally, the City of Ann Arbor, Lansing Board of Water & Light, East Lansing Meridian Water & Sewer Authority, Plainfield Charter Township, City of Owosso, City of Mt. Pleasant, City of Howell, Marion-Howell-Oceola-Genoa Sewer & Water Utilities, and City of Fenton are the participating entities currently utilizing lime and generating lime sludge (collectively referred to as the “Municipal Parties”).

I. Purpose

It is the purpose of this Memorandum of Agreement (the “Agreement”) to set forth the responsibilities of the Parties, including cost sharing, to obtain a feasibility study for a Mid-Michigan Regional Lime Calciner as more particularly described below. Local public agencies and communities believe there are substantial benefits that can be derived by exploring the potential for building a lime calciner in the mid-Michigan area. A facility of this nature would assist local water utilities in the disposal of lime sludge in a reliable, effective, and cost-efficient manner, and allow for the continual recycling and reuse of lime for softening with a higher quality of supply. The Parties wish to obtain a Mid-Michigan Regional Lime Calciner Feasibility Study (the “Study”) to help determine the feasibility of building a regional lime calciner facility for the Parties.

II. Background

In 2014, several water providers in the mid-Michigan area came together to address issues with chemical supply and residual disposal surrounding their quick lime water softening processes. The participating entities were receiving highly varied qualities of quick lime and experiencing inconsistent byproduct disposal markets. The group was concerned with security, competitive bids, cradle-to-grave product management, and potential regulatory changes related to quick lime supply and residual disposal.

To address these concerns, the group began discussions of the creation of a regional lime calciner to convert the residuals back into usable quick lime. Due to a variety of factors, efforts were paused by the group in 2015. In 2022, the Tri-County Regional Planning Commission hosted the Greater Lansing Regional Groundwater Summit, which reignited conversations surrounding the need to address access to chemical supply and residual disposal, especially in a post-pandemic economic environment. The group has continued to meet and discuss the costs and benefits of creating a regional lime kiln. These discussions have led the Parties to agree to support and facilitate the process of developing a feasibility study for a lime calciner facility and discuss the next steps for the potential construction of the facility.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to work collaboratively to obtain the Study in accordance with the following terms.

III. General Provisions

A. Term

This Agreement shall commence retroactively on the effective date of April 1, 2024, and remain in effect until August 29, 2025, unless terminated earlier as provided for in this Agreement.

B. Tasks

1. Mid-Michigan Regional Lime Calciner Feasibility Study

a. Scope of Work

The Parties agree to work together to obtain a Study which will address the following criteria as detailed in the scope of services included in Appendix B:

- Identify the best type of kiln for mid-Michigan
- Determine potential site locations and transportation options
- Conduct a financial analysis and options for ownership
- Conduct an environmental and economic analysis

b. Contracting Services

1. Tri-County Regional Planning Commission Contracting

Tri-County Regional Planning Commission will provide administrative support services as it pertains to the Study as needed by the Municipal Parties. These duties include the coordination of meetings and the management of the consultant contract. If additional services are needed, this agreement can be revised by the written agreement of all Parties to include the new scope and budget. Tri-County Regional Planning Commission will act as fiduciary agent for the acquisition of the Study. Tri-County Regional Planning Commission will enter into an agreement with a consultant for professional services to complete the Study, as defined in Appendix B. Tri-County Regional Planning Commission is responsible for the management of the consultant to complete the Study. Upon the hiring of a consultant, Tri-County Regional Planning Commission shall administer the Study, process consultant invoices, ensure the agreed-upon scope of work is adhered to, and distribute consultant-provided project deliverables in a mutually agreeable format.

2. Cost Sharing

Tri-County Regional Planning Commission will pay all costs for the consultant up to \$675,000. Tri-County Regional Planning Commission will use \$75,000 of their Michigan Department of Environment, Great Lakes, and Energy's (Michigan EGLE) Affordability and Planning Grant award to support project management of the Study and administrative services for the Municipal Parties. Tri-County Regional Planning Commission will be solely responsible for all Michigan EGLE's Affordability and Planning Grant fulfillment responsibilities, including project and financial progress reports.

The Municipal Parties will pay additional costs for the consultant should they exceed the set budget of \$675,000 based on their percentage of lime utilized and lime sludge generated relative to the total of all Municipal Parties as set

forth in Appendix A, subject to any internal approvals required by each Municipal Party and appropriation of funds by each Municipal Party. Additional costs related to the Study will be issued by Tri-County Regional Planning Commission to each Municipal Party in the form of an invoice to be paid in full within thirty (30) days of receipt of invoice in accordance with the cost distribution system set forth in Appendix A. It is understood that funds paid shall be used only for the consultant services needed to fulfill the agreed-upon scope of work for the Study identified in Appendix B and are not to exceed the total amount as defined in the approved resolutions. The funds shall be accounted for in Tri-County Regional Planning Commission's accounting system for the purpose of managing a consultant and the completion of the Study.

c. Data Requests

The Parties shall supply all data requested by the consultant for the completion of the Study. Any Party data that is compiled as part of the analysis shall be included by the consultant as an appendix to the final report.

d. Participation Requirements

The Parties are expected to attend the Study kickoff and Study finalization meetings, regularly attend progress and planning meetings, keep apprised of Study updates and provide feedback when appropriate on information provided by the managing entity/project fiduciary and/or hired consultant, review and provide feedback on draft and final reports of the Study, and support additional Study needs as requested.

e. Meeting Attendance

Due to the nature of the Study and the necessity for cooperation between all members, if a Party fails to attend three consecutive meetings, the other Parties shall notify that Party and request appropriate action to ensure adequate representation at meetings.

2. Project Completion and Implementation

Upon the completion of the Study, the Parties will continue to meet as necessary to pursue the potential implementation of the Study recommendations, contingent on the feasibility of the Study findings. In the event additional administrative services from Tri-County are needed, an amendment to this Agreement can be made, as defined in Section III - B - 1 - b - 1.

IV. Resolution

Each Municipal Party agrees to enter this Agreement by the passage of a formal resolution, or other exercise of authority that includes an approval to commit to the payment of its portion of the cost share as described in Appendix A. The persons signing this Agreement on behalf of the Parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said Parties and that this Agreement has been authorized by said Parties.

V. Modification of Agreement

This Agreement contains the entire understanding between the Parties and supersedes all previous agreements, if any, between the Parties concerning the same or substantially similar subject matter. Modifications, amendments, extensions, or waivers of any provisions of this

Agreement may only be made by written amendment signed by all Parties.

VI. Termination of Agreement

Any Party may terminate its participation in this Agreement effective upon a ninety (90) day written notice to all Parties. Nevertheless, all Municipal Parties will be held accountable for and required to fulfill all financial obligations that have or will arise throughout the duration of the Study, in accordance with Appendix A, regardless of the point at which a Party may terminate its participation in this Agreement.

VII. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

VIII. Assignment

No Party shall subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the other Parties. Nothing in this Agreement is intended or shall be construed to confer any rights or remedies on any person or other entity, other than the Parties and their respective permitted successors and assigns.

IX. Severability

If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of any party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lansing Board of Water & Light

By: _____

Name: _____

Title: _____

Date: _____

**Marion-Howell-Oceola-Genoa (MHOG)
Sewer & Water Utilities**

By: _____

Name: _____

Title: _____

Date: _____

City of Jackson

By: _____

Name: _____

Title: _____

Date: _____

**East Lansing Meridian Water & Sewer
Authority**

By: _____

Name: _____

Title: _____

Date: _____

Plainfield Charter Township

By: _____

Name: _____

Title: _____

Date: _____

City of Owosso

By: _____

Name: _____

Title: _____

Date: _____

City of Mount Pleasant

By: _____

Name: _____

Title: _____

Date: _____

City of Howell

By: _____

Name: _____

Title: _____

Date: _____

City of Ann Arbor

By: _____

Name: _____

Title: _____

Date: _____

City of Fenton

By: _____

Name: _____

Title: _____

Date: _____

Tri-County Regional Planning Commission

By: _____

Name: Jim Snell

Title: Executive Director

Date: _____

Appendix A: Mid-Michigan Regional Lime Calciner Feasibility Study Cost Distribution System

Below is the breakdown of the percentage costs of the Municipal Parties for all future expenses. This cost distribution system is based on each Party's percentage of lime utilized and lime sludge generated relative to the total of all Parties for 2023.

	Percentage Based on Lime Utilized and Lime Sludge Generated	Hypothetical Expenditure Amounts		
		\$10,000	\$75,000	\$250,000
<i>Lansing Board of Water & Light</i>	46.76%	\$4,676	\$35,070	\$116,900
<i>City of Ann Arbor</i>	15.21%	\$1,521	\$11,407	\$38,025
<i>City of Jackson</i>	14.36%	\$1,436	\$10,770	\$35,900
<i>East Lansing Meridian Water & Sewer Authority</i>	8.98%	\$898	\$6,735	\$22,450
<i>Plainfield Charter Township</i>	3.78%	\$378	\$2,835	\$9,450
<i>City of Owosso</i>	3.19%	\$319	\$2,393	\$7,975
<i>City of Mount Pleasant</i>	2.84%	\$284	\$2,130	\$7,100
<i>City of Howell</i>	1.66%	\$166	\$1,245	\$4,150
<i>Marion-Howell- Oceola-Genoa (MHOG) Sewer & Water Utilities</i>	1.65%	\$165	\$1,237	\$4,125
<i>City of Fenton</i>	1.57%	\$157	\$1,178	\$3,925

Appendix B: Mid-Michigan Regional Lime Calciner Feasibility Study Scope of Work

Below is the detailed scope of work listed out in the Mid-Michigan Regional Lime Calciner Feasibility Study Request for Proposals.

1. Financial Analysis
 - a. The Consultant shall perform a complete engineering financial analysis on the initial construction cost as well as recurring costs including costs for capital, operations and maintenance, labor, energy (fuel, power, etc.), sludge transportation and loading, lime transportation and loading, lime sales, waste disposal, permitting, and any other pertinent cost.
 - b. The financial analysis shall evaluate the annual and lifecycle cost for each participating entity.
 - c. Evaluate the return-on-investment timeline.
2. Funding
 - a. The study should evaluate potential funding options for constructing the calciner plant.
3. Water Chemistry and Treatment Analysis
 - a. The Consultant shall take samples and perform a chemical analysis of each entity's softening residual.
 - b. The study shall evaluate the impact of the use of metal salts and other treatment chemicals on the ability to calcine residuals and on the quality of calcined lime.
 - c. Consultant shall verify all recommendations are in alignment with approved options by the Michigan Department of Environment, Great Lakes, and Energy.
 - d. Recommendations to the water treatment process of each participating system shall be made as necessary to conform to the chemical requirements of the calciner. The Consultant should also note if any entity would be required to change their treatment process or be excluded from the project based on unfavorable water chemistry.
4. Mass and Energy Balance
 - a. Conduct a mass balance for each entity, based on their individual water chemistry and water production. Calculate the mass balance for the entire calciner with consideration to blending of sludge to mitigate unfavorable water chemistry. Provide a process flow diagram.
 - b. Calculate the energy (and cost) per ton of lime produced.
5. Lime and Residual Transport
 - a. Evaluate alternatives for lime residual transportation including water content, trucking dry, trucking wet, pumping, loading facilities at water treatment plants, and unloading facilities at lime kiln site. Evaluation should include logistics as well as financials. Consideration should be given to seasonal variability in production. Michigan weather should also be considered as it applies to the handling and transport of residuals and lime.
 - b. Evaluate alternatives for quick lime transportation including trucking options and loading facilities at the lime kiln site.
 - c. Perform cost/benefit analysis of owning/operating trucks versus contracting with a hauling company.

- d. Evaluate feasible/beneficial radius of residuals and lime transport.
6. Lime and Residual Storage Logistics
 - a. Recommend any on-site storage and handling modifications needed at each water treatment plant for both residuals and lime.
 - b. Recommend on-site storage facilities needed for residuals and lime at the calciner facility.
 - c. Consideration should be given to seasonal variability in production.
 - d. Michigan weather should also be considered as it applies to the storage of residuals and lime.
7. Site Location
 - a. In conjunction with transportation and storage evaluation, evaluate potential site locations. Evaluation shall include cost/benefit analysis as well as entities within the feasible radius of the location.
 - b. Site location evaluation shall include consideration for fuel source, surrounding community, zoning requirements, permitting, etc.
8. Kiln Type and Fuel Alternatives
 - a. Evaluate different types of kilns and recommend the best alternative.
 - b. Evaluate fuel options for the kiln and make recommendations.
 - c. Evaluate methods of production of multiple pellet sizes.
 - d. Optimize the size and number of kilns for cost, reliability, and efficiency with anticipated seasonal variability in production rates and to serve feasible entities.
9. Owner/Operator Alternatives
 - a. Evaluate potential alternatives for ownership and operation of the calciner facility. Possible options include an Authority, a single entity as owner/operator, and a private company. Propose other options if identified. Identify driving factors and variations in capital/operations and maintenance costs dependent on owner/operator.
 - b. Develop a sample collaborative agreement for shared ownership of all participating entities with regard to operations and shared services.
10. Kiln Operation
 - a. The Consultant shall evaluate continuous vs. batch lime production, necessary planned outages, seasonal fluctuations in residual production and lime demand, and kiln efficiency and turndown in relation to these factors.
 - b. Identify additional sources of lime for emergency purposes and maintenance needs.
11. Environmental Impacts
 - a. Quantify CO₂ emissions and options for beneficial reuse of CO₂.
 - b. Determine air permitting requirements. Determine how current requirements impact the process and the cost. Evaluate how expected regulatory changes would impact the process and cost.
 - c. Calculate carbon footprint and compare with the existing lime process. Perform this analysis for various fuel sources.

- d. Address other potential environmental impacts related to the calcining process, site location, transport of residual and lime, etc.
- e. Identify and highlight other sustainability benefits through the use of the lime kiln facility.

12. Economic Analysis

- a. Quantify workforce development needs of facility construction, operations and maintenance, and other related labor demands, and creation of high-wage and/or high-skill jobs.

13. Regulatory and Financial Risk Assessment

- a. Quantify the regulatory and financial risk that would be mitigated by eliminating the need for residual disposal.
- b. Identify new regulatory and financial risks that would be created by calcining lime and transporting it to participating entities.

14. Kiln Byproducts

- a. The calcining process will generate liquid and gas waste streams. The Consultant shall characterize and quantify these streams, evaluate disposal options (including regulatory requirements), and evaluate potential reuse alternatives, including business opportunities.
- b. Evaluate potential markets for any byproducts of the process including, but not limited to, magnesium, carbon dioxide, calcium carbonate slurry or cake, heat, and dust. The report will include the available markets and the cost-benefit basis to implement the various by-product recoveries.

15. Pilot Study

- a. If the lime kiln project proves feasible, the Consultant shall evaluate the need for a pilot study.
- b. If a pilot study is recommended, the Consultant shall provide pilot study options (with preferences).

16. Calcined Lime Purity

- a. Lime calcined from softening residuals is typically of a greater purity than quick lime calcined from limestone. Quantify how this difference in purity impacts the financials for water plant operation for each entity.
- b. Address whether National Sanitation Foundation (NSF) certification(s) or other certifications are necessary for using calcined lime. Also, address whether this is different if excess lime is being sold. Quantify costs of certification.

17. Excess Lime Sales Markets

- a. The softening process creates more calcium carbonate residual than the amount of lime added to the process. Quantify the amount of excess calcined lime based on each entity's water chemistry.
- b. Investigate markets for the sale of this excess lime, considering the amount that will theoretically be available.

18. Stored Residuals

- a. The Consultant shall evaluate the use of residuals that have been stored in lagoons (or other facilities) in the lime kiln. The Consultant will quantify the amount of stored residual available and recommend if/when/how to calcine this material.

DO NOT SIGN



MEMORANDUM

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

DATE: September 3, 2024
TO: Mayor Teich and the Owosso City Council
FROM: Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT: Water and Sewer Rate Study

RECOMMENDATION

Approval of the proposal provided by Baker Tilly in the amount of \$23,100.00, for professional services related to a study of the City's water and sewer rates.

BACKGROUND

The City of Owosso sought proposals from qualified firms to conduct a comprehensive Water and Sewer Rate Study. This study aims to review and analyze the City's current water and wastewater utility rates, and to recommend rate adjustments that will ensure the long-term financial stability of the utilities. On August 13, 2024, the city received proposals from six firms for professional services for the Water and Sewer Rate Study Project. All proposals were evaluated based on:

1. Cost
2. Firm/Team Experience
3. Project Understanding
4. Level of Effort Estimate.

Baker Tilly is considered the most qualified to provide services for this project based on the proposal submitted. Specifically, Baker Tilly has a history with similar rate study projects, a strong staff, and their pricing proposal was one of the lowest. Attached is a copy of the Baker Tilly proposal.

Firms listed in ranked order with scores (out of 300 total points) are:

- | | |
|------------------------|------------|
| 1. Baker Tilly | 281 points |
| 2. Municipal Analytics | 266 points |
| 3. Bendzinski | 244 points |
| 4. Rehman | 227 points |
| 5. Tetra Tech | 191 points |
| 6. Shpigler Group | 165 points |

FISCAL IMPACTS

Funds for professional services in the total amount of \$23,100.00 will be issued from water fund and sewer fund accounts:

- 590-200-801.000 \$5,775.00
- 599-548-801.000 \$5,775.00
- 591-553-818.000 \$5,775.00
- 591-552-818.000 \$5,775.00

ENCLOSURES: (1) Resolution
(2) Request for Proposal
(3) Baker Tilly Proposal

RESOLUTION NO.

**AUTHORIZING PARTICIPATION IN THE
MID-MICHIGAN REGIONAL LIME CALCINER FEASIBILITY STUDY**

WHEREAS, the City of Owosso, desires to explore the potential for building a lime calciner to serve water utilities in the Mid-Michigan area in disposing of lime sludge in a reliable, efficient and cost-effective manner, and that allows for the continual recycling and reuse of lime for softening; and

WHEREAS, an engineering and economic feasibility study is necessary to examine alternatives and make recommendations relative to the technical and financial aspects of said alternatives; and

WHEREAS, City of Owosso will participate in the Mid-Michigan Regional Lime Calciner Feasibility Study, including providing data and reviewing and/or taking action on the final study recommendations.

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 authorize the Memorandum of Agreement to Obtain a Feasibility Study for a Mid-Michigan Regional Lime Calciner, substantially in the form attached.
- SECOND: the Mayor is hereby authorized and instructed to sign said Memorandum of Agreement.
- THIRD: it agrees to financially support the cost of the Mid-Michigan Regional Lime Calciner Feasibility Study at the rate of 3.19% of costs over and above \$675,000, but not to exceed the amount of \$2,393, and remit payment to the project fiduciary (Tri-County Regional Planning Commission).
- FOURTH: Ryan E. Suchanek, Director of Public Services & Utilities and David H. Haut, Superintendent of Water Treatment Plant shall act on behalf of City of Owosso during the course of the feasibility study.



Baker Tilly US, LLP
2852 Eyde Pkwy, Ste. 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

July 23, 2024

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Owosso (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's

Knowledge. For purposes of this Agreement “Baker Tilly’s Knowledge” means Baker Tilly’s proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (“Baker Tilly’s Preexisting Knowledge”) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly’s Preexisting Knowledge which do not include or incorporate Client’s confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly’s reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder,

including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Jesse R. Nelson, CPA, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a division of Baker Tilly Wealth Management, LLC, is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA 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.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Water and Wastewater Utility Rate Studies

DATE: July 23, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Owosso (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors ("BTMA") agrees to furnish and perform the following services for the Client.

A. Water and Wastewater Utility Rate Studies

1. Review historical operating expenses using audit and budget information.
 - Three years audits and budgets.
 - Current and proposed (if available) budget.
2. "Test Year" is developed that reflects a baseline operating cost.
 - Based on current budget with leveling for base operating cost.
 - Determination of anticipated changes to operating cost.
 - Inflation factors by budget line item.
3. The customer base is reviewed, including the number of billable customers and volumetric sales.
 - The accuracy of this data is verified by applying it to the current rate structure and compared to current audit and budget revenue.
 - Other operating and non-operating revenues evaluated.
4. Assumptions are made regarding the customer base through the estimated period.
 - Prediction of customer and volume counts (may include more than one scenario).
 - Trending in system utilization, particularly for industry.
5. Estimated operating cost.
 - Anticipated inflation by expense category.
 - Determination of any additions or reductions based on changing operations.
6. Existing debt.
 - Existing annual debt service by debt issue.
 - Debt is separated by revenue support, in particular, debt that is paid from rates.
 - Refinancing and/or restructuring possibilities are explored.
7. Capital improvement planning will identify the estimated asset investment cost by year for a selected forecast period of time.
 - The annual investment cost is evaluated and scenarios developed for cash funding and debt financing.
 - Funding asset investment from cash balances is weighed against potential efficiency of grouping certain cost together for purposes of debt financing.
 - Financing options are considered including State and Federal agency funding sources as well as open market bonds. Open market options will be affected by the size of the borrowing as well as other aspects such as credit and security.

8. Fund balance analysis.
 - Actual cash and investments are analyzed including restricted assets.
 - A fund balance policy is developed that identifies a targeted upper limit as well as a minimum balance as appropriate for the particular system. These balances encompass legal commitments and good business practices.
 - The policy includes flexibility for temporary reductions below the minimum balance based on a plan to attain the level within a given period.
 - Separate capital improvement funds are considered. If utilized, policy is developed as to whether they are to be restricted, and if so, whether by resolution or ordinance.

9. Rate management may be accomplished with more than one approach as to rate structuring and rate adjustment timing.
 - The elements of a rate structure, including the proportion of revenue generated from ready to serve and commodity charge are determined by policy decision, and other customer base characteristics.
 - Rate adjustment over time may be incremental or one time in nature.

B. Meetings and Reports

1. Attend a meeting with officials of the Client to discuss findings and recommendations.
2. Furnish a financial report summarizing the results of BTMA's studies for submission to the Client.
3. Provide financial information including a new schedule of rates and charges, if required, to the Client's attorneys for the preparation of resolutions and ordinances as may be required.
4. Attend a rate presentation to be conducted by the Client to present accounting information relating to the proposed rates and charges, if a rate change is necessary.

The fee for this service will be not-to-exceed \$23,100. The first billing for this service will commence once the initial draft of the rate study report has been provided to the Client. Final billing will occur upon delivery of the final rate study report to the Client and completion of the engagement. This fee includes all expenses incurred including mileage for in person meetings.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (“Sub-engagements”) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Jesse R. Nelson, CPA, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



DATE: 8.13.24
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: 2025 SATA Commitment

Background:

The Shiawassee Area Transportation Agency (SATA) is a critical public transportation provider in Shiawassee County, delivering safe, reliable, and affordable services to our community. As a participating municipality, the City of Owosso is obligated to contribute to SATA's operational funding. For the upcoming fiscal year (October 1, 2024 - September 30, 2025), the SATA Board has determined the City of Owosso's share to be \$111,416.62.

The .3333 SATA millage approved by voters is projected to generate approximately \$109,890 in revenue after deducting tax captures from the Brownfield Redevelopment Authority and the Downtown Development Authority (DDA). This results in a slight shortfall of \$1,516, which will need to be covered by the City's General Fund if the full amount of the commitment is invoiced.

The resolution presented for your approval authorizes the City to commit the necessary \$111,416.62 to SATA for the fiscal year 2024-2025, ensuring the continuation of this vital service. It also authorizes the City Manager to execute any necessary documents to confirm the commitment.

Recommendation:

SATA provides an essential service to our community, and it is crucial that the City of Owosso continues its support. The possible shortfall of \$1,516 will be managed through the General Fund, ensuring no disruption in services. I recommend that the City Council approve the resolution as presented to fulfill the City's obligation and support the ongoing operation of SATA.

MASTER PLAN GOALS: 7.1

RESOLUTION NO.

**APPROVING THE SHIAWASSEE AREA TRANSPORTATION AGENCY (SATA)
COMMITMENT FOR 2025**

WHEREAS, the City of Owosso is a member of the Shiawassee Area Transportation Agency (SATA), a public transportation service committed to providing safe, reliable, and affordable transportation to the citizens of Shiawassee County; and

WHEREAS, the SATA Board of Directors has approved the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the City of Owosso's share of the total local funding request for the fiscal year is \$111,416.62, which reflects the City's proportional share based on the established funding model; and

WHEREAS, this commitment from the City of Owosso is necessary to ensure the continued provision of essential transportation services to the community; and

WHEREAS, SATA has requested that the City of Owosso forward their commitment regarding this funding request by August 26, 2024.

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

- FIRST: it hereby approves the commitment of \$111,416.62 to the Shiawassee Area Transportation Agency (SATA) for their fiscal year October 1, 2024, through September 30, 2025.
- SECOND: the City Manager is authorized to sign and submit any necessary documentation to confirm the City's commitment to SATA.
- THIRD: the funds for this commitment shall be allocated from the Transportation Fund – Contractual Services: 588-200-818.000



180 N. Delaney Rd. Owosso, MI 48867
(989) 729-2687 or 1-877-667-7100 toll free
Fax: (989) 729-8207

June 12, 2024

Mr. Nathan Henne, Manager
City of Owosso
301 W. Main St.
Owosso, MI 48867

Dear Mr. Henne:

The SATA Board of Directors has approved the SATA budget for the fiscal year beginning October 1, 2024 (FY2025). The formula for determining the share for each of the participating municipalities was followed and the pertinent figures are attached.

The SATA Board has adopted a budget which is as lean as possible but still enables us to serve the citizens of the twelve participating municipalities. The commitment requested from you reflects rising expenses due to inflation, and a return to pre-covid federal reimbursement rates. As has been our previous practice, the following requested amount will not increase but could decrease. Any such action would occur in May 2025.

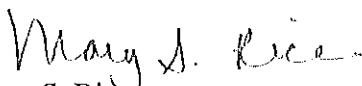
The City of Owosso's share of the total local funding request for the fiscal year October 1, 2024-September 30, 2025 is not to exceed **\$111,416.62**. The data used to determine the requested amount is shown on the attached Funding Model.

We are asking that each participating municipality forward to us their **commitment** regarding this request (\$111,416.62) **no later than August 26, 2024**. If approved by your Council, I would anticipate that you would receive a billing on or about June 2, 2025 with a requested payment by August 11, 2025.

We wish to thank you and your Council for your past support and ask for your continued support as stated above.

Please feel free to contact me with any questions or concerns.

Sincerely,


Mary S. Rice
Executive Director

Cc: Ms. Amy Kirkland

SATA Local Funding Model - 2024/2025 - Participating Municipalities

2025 FUNDING MODEL AS APPROVED:

TAXABLE VALUE LAST REVISED: 7-May-24

FUNDING REQUEST LAST REVISED: 7-May-24

REQUESTED/BUDGETED 2023 LOCAL MATCH TABLE (SATA BOARD ACTUAL FUNDING REQUEST)

Participating SATA Member Municipalities	If 100% Tax Value	If 100% Rides	50/50 Formula Ride Adjustment (*)	Formula Local %	Millage If Desired (*)	Tax on 50k TV Home
Corunna City	\$20,261.19	\$35,838.91	\$23,030.05	11.82%	0.2911	\$14.56
Durand City	\$21,001.91	\$3,877.88	\$12,439.89	6.38%	0.1616	\$7.58
Owosso City	\$85,512.74	\$156,798.89	\$111,416.62	57.11%	0.3333	\$16.67
Perry City	\$16,070.27	\$2,092.01	\$9,081.14	4.65%	0.1446	\$7.23
Caledonia Charter Twp	\$61,867.63	\$16,236.06	\$39,161.84	20.04%	0.1616	\$8.07
Total	\$204,843.74	\$204,843.74	\$195,089.55	100.00%		

MAXIMUM 2024 LOCAL MATCH TABLE (SATA BOARD APPROVED FORMULA LIMITATION) (*)

Participating SATA Member Municipalities	If 100% Tax Value	If 100% Rides	50/50 Formula Ride Adjustment (*)	Formula Local %	Millage If Desired (*)	Tax on 50k TV Home
Corunna City	\$20,276.65	\$35,858.62	\$23,067.63	11.82%	0.2913	\$14.57
Durand City	\$21,017.93	\$3,880.83	\$12,449.38	6.38%	0.1617	\$7.58
Owosso City	\$85,608.00	\$156,818.50	\$111,416.62	57.09%	0.3333	\$16.67
Perry City	\$16,082.62	\$2,093.61	\$9,088.07	4.66%	0.1447	\$7.24
Caledonia Charter Twp	\$62,014.90	\$16,248.44	\$39,131.67	20.05%	0.1616	\$8.08
Total	\$205,000.00	\$205,000.00	\$195,153.37	100.00%		

(*) Five Year Individual Municipality Limitation - Not to exceed a millage request of: **0.3333**

(**) Five Year Collective Municipality Limitation - Not to exceed a % Farebox/Contracts of: **100.00%**

DATA USED FOR CALCULATIONS (Tax Values from Tax Table)

Local Match Amount					
Max Member Local Match per % of Farebox/Contracts:	\$205,000.00	Farebox:	\$95,000	Contracts:	\$110,000.00
Model Calculated Member Match:	\$204,843.74	99.92%	of current year Maximum Local Match. If >100%, REDUCE Requested Local Match		
Requested Member/Non-Member Total Match (excludes)	\$360,000.00	Non-Member Participation:	\$145,156.26	Total Local Funding:	\$340,245.81

(x) Participating SATA Member Municipalities	RIDERSHIP # Rides (*)	% Rides	(x) Participating SATA Member Municipalities	TAX VALUE TV (**)	% TV	0.3333 Mill Maximum
Corunna City	2,532	12.61%	Corunna City	\$79,176,529	9.89%	\$26,360.54
Durand City	380	1.89%	Durand City	\$82,071,121	10.25%	\$27,354.30
Owosso City	15,365	76.55%	Owosso City	\$334,263,292	41.76%	\$111,416.62
Perry City	205	1.02%	Perry City	\$62,799,266	7.85%	\$20,931.00
Caledonia Charter Twp	1,591	7.83%	Caledonia Charter Twp	\$242,156,630	30.25%	\$80,710.61
Total ("x" only)	20,073	100.00%	Total ("x" only)	\$800,486,847	100.00%	

(x) Participating SATA Non-Member Municipalities	RIDERSHIP # Rides (*)	% Rides	(x) Participating SATA Non-Member Municipalities	TAX VALUE TV (**)	% TV	0.3333 Mill Maximum
Antrim Twp	1	0.00%	Antrim Twp	\$4,964,813	0.00%	\$31,651.77
Bannington Twp	619	8.61%	Bannington Twp	\$36,689,347	16.12%	\$45,558.56
Burns Twp	2	0.00%	Burns Twp	\$25,442,978	0.00%	\$11,810.14
Fairfield Twp	0	0.00%	Fairfield Twp	\$6,234,724	0.00%	\$12,077.03
Hazleton Twp	0	0.00%	Hazleton Twp	\$42,216,789	0.00%	\$47,400.86
Lansburg City	162	2.25%	Lansburg City	\$7,758,406	4.45%	\$12,584.88
Middlebury Twp	80	0.00%	Middlebury Twp	\$4,594,689	0.00%	\$16,166.38
New Haven Twp	11	0.15%	New Haven Twp	\$1,628,043	7.27%	\$20,540.63
Owosso Charter Twp	3,253	45.24%	Owosso Charter Twp	\$67,966,570	19.81%	\$55,083.26
Perry Twp	55	0.00%	Perry Twp	\$30,144,156	0.00%	\$43,377.05
Rush Twp	5	0.00%	Rush Twp	\$7,431,469	0.00%	\$10,141.01
Sciota Twp	5	0.00%	Sciota Twp	\$6,749,297	0.00%	\$25,580.54
Shiawassee Twp	771	10.72%	Shiawassee Twp	\$10,827,350	12.37%	\$34,930.86
Venice Twp	877	12.20%	Venice Twp	\$83,616,786	21.66%	\$61,199.47
Vernon Twp	1,498	20.83%	Vernon Twp	\$55,226,282	18.31%	\$51,736.92
Woodhull Twp	296	0.00%	Woodhull Twp	\$80,961,844	0.00%	\$60,314.58
Total ("x" only)	7,191	100.00%	Total ("x" only)	\$847,712,784	100.00%	

(*) Ridership & Fare/Contract revenue statistics for commitment are from April 1, 2021-March 31, 2022. NOT TO INCLUDE CONTRACTING MUNICIPALITIES.

(**) 2022 Taxable Values are as reported by the Shiawassee County Equalization Department.

2022 TV Includes 50% of IFT's, Does not include PILOT's, Does not factor out TIFA Districts.

2022 Ridership Numbers do not factor out Tax Exempt Residential Properties.

FINAL BILLING: Ridership and Requested Match are updated/modified prior to final billing. Participation amounts will not exceed original commitment.



MEMORANDUM

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

DATE: August 27, 2024
TO: Mayor Teich and the Owosso City Council
FROM: Amy K. Kirkland, City Clerk
SUBJECT: TVC Cable Franchise Agreement - Renewal

RECOMMENDATION:

Staff recommends approval of a cable franchise agreement with T.V.C., Incorporated to provide service to the Memorial Healthcare and Baker College campuses for a period of ten years with a franchise fee of 5%.

BACKGROUND:

The City is in receipt of a proposed Uniform Cable Franchise Agreement from T.V.C., Incorporated of Lennon, Michigan requesting permission to provide cable television services to the Memorial Hospital and Baker College campuses. The terms of the proposed agreement include a 3% video service provider fee (commonly referred to as a franchise fee) and a 0% PEG fee. The franchise fee represents the cost for the use of City right-of-ways, and may range anywhere from 0% - 5% of gross revenue as determined by the franchising authority. The PEG fee must be used to support the cost of public, education and government (PEG) access facilities and services. The City currently does not operate any PEG facilities due to the cost of said facilities, and thus does not charge a PEG fee. Annual fees paid by the cable company as a part of a franchise agreement are typically passed along to customers as a line item on their cable bills.

Overall revenues from franchise fees paid by the City's two cable service providers (T.V.C. and Spectrum) have seen a significant reduction in the last several years, with a decline of 10%-12% in the last two years alone. While the actual figures are proprietary, total franchise fees have ranged from \$75,000 - \$110,000 each year for the past 3 years. Without an increase in the franchise fee, it is predicted that said fees will be all but negligible in 8-9 years, while the City's costs will continue to grow. In an attempt to slow down the decline in franchise fees staff proposes the franchise fee be increased from 3% to 5%.

FISCAL IMPACTS:

Increasing the franchise fee for T.V.C. will not have a significant effect on overall franchise fee revenues because their service area within the City is so small, but there will be a spill-over effect from any changes made to franchise fees this evening. The City is required by law to charge the same franchise and PEG fees to all cable service providers servicing their jurisdiction. So, when the franchise agreement with Spectrum comes up for renewal in 2027 their new agreement will reflect the same fee rates as that for T.V.C. While it will take a while before the fiscal impacts of an increase in the franchise fee will be felt, it's important to realize that the effects will be significant. Using the range of fees noted above as an example, \$75,000 - \$110,000 per year would turn into \$125,000 - \$185,000 as a result of a 2% increase in the franchise fee.

RESOLUTION NO.
ESTABLISHMENT OF
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
WITH T.V.C., INCORPORATED

WHEREAS, Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

WHEREAS, on August 13, 2024, the clerk of the City of Owosso received a proposed Uniform Video Service Local Franchise Agreement ("Agreement") from T.V.C., Incorporated; and

WHEREAS, the City of Owosso has experienced a significant decrease in franchise fees over the course of the last several years and wishes to increase its franchise fee from 3% to 5%; and

WHEREAS, the same requirement will be asked of Spectrum when they apply to renew their uniform franchise in 2027; and

WHEREAS, the Owosso City Council wishes to formally establish updated video service provider franchise fees and to designate the city officials to sign the Agreement.

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

- FIRST: that a fee of 5% (five percent) of gross revenues from the video service provider is hereby established as the annual video service provider franchise fee.
- SECOND: that a fee of 0% (zero percent) of the gross revenues from the video service provider is hereby established as the fee to support public educational and governmental channels.
- THIRD that the video service provider shall provide not less than two public, educational and governmental channels at no charge to the City of Owosso should the City desire to operate them.
- FOURTH: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Uniform Video Service Local Franchise Agreement with T.V.C., Incorporated.
- FIFTH: that this Resolution and the execution of the Agreement in no way shall be considered a waiver of any rights the City of Owosso may have under the United States Constitution, federal law, the Michigan Constitution, Michigan law, and the Act, particularly if the Act is amended or is found unlawful in whole or in part.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Owosso, a Michigan municipal corporation (the "Franchising Entity"), and TVC, Inc, a Michigan corporation doing business as TVC Cable.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME] *TVC, Inc.*
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Owosso:

City of Owosso

301 West Main St.

Owosso, MI 48867

Attn: Owosso City Clerk

Fax No.: 989-723-8854 city.clerk@ci.owosso.mi.us

T.V.C., Incorporated

P.O. Box 369 / 3095 S. Sheridan Rd.

Lennon, MI 48449

Attn: Sharon Patsey

Fax No.: spatsey@lental.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Owosso, a Michigan Municipal Corporation

TVC, Inc., a Michigan corporation doing business as TVC Cable.

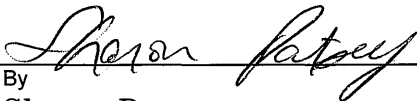
By _____
Robert J. Teich, Jr.
Print Name
Mayor
Title
301 W. Main Street
Address
Owosso, MI 48867
City, State, Zip
989-725-0500
Phone
989-723-8854
Fax
city.clerk@ci.owosso.mi.us
Email

ATTEST:

By: _____
Amy K. Kirkland
Title: City Clerk
Date: _____

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted: 8/13/24 Rec'd 08/13/24
Date completed and approved:


By Sharon Patsey
Print Name
Director of Operations
Title
3095 S. Sheridan Rd.
Address
Lennon, MI 48449
City, State, Zip
810-621-3363
Phone
n/a
Fax
spatsey@lentel.com
Email

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: 06/01/24		
Applicant's Name: TVC, Inc.		
Address 1: 3095 S. Sheridan Rd.		
Address 2:		Phone: 810-621-3363
City: Lennon	State: MI	Zip: 48449
Federal I.D. No. (FEIN): 38-2821664		

Company executive officers:

Name(s): Sharon Patsey
Title(s): Director of Operations

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Sharon Patsey		
Title: Director of Operations		
Address: 3095 S. Sheridan Rd. Lennon, MI 48449		
Phone: 810-621-3305	Fax: n/a	Email: spatsey@lentel.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

TVC, Inc. provides service to 2 businesses inside the City of Owosso limits. Owosso Memorial Hospital: 826 King St. Baker College of Owosso: 1020 S. Washington St.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: 8/13/24

For All Applications:

**Verification
(Provider)**

I, Sharon Patsey, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Sharon Patsey, Director of Operations
Signature: Sharon Patsey Date: 8/13/24

(Franchising Entity)

City of Owosso, a Michigan municipal corporation

ATTEST:

By
Robert J. Teich, Jr.
Print Name
Mayor
Title
301 West Main St.
Address
Owosso, MI 48867
City, State, Zip
989-725-0500
Phone
989-723-8854
Fax
city.clerk@ci.owosso.mi.us
Email
Date

By: Amy K. Kirkland
Title: City Clerk
Date:



DATE: 8.26.24
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: Property Donation Acceptance – 930 Jerome

Background:

Southwind Restaurants LLC, a Michigan limited liability company, has offered to donate a parcel of real estate located at 930 Jerome Avenue, Owosso, Michigan, to the City of Owosso. The property is identified by Property Tax ID No. 050-580-000-140-00.

This parcel is particularly significant as it borders a public park, which enhances its potential value to the City. Acquiring this property could allow for the expansion or enhancement of the park, providing additional recreational space for the community and aligning with the City's goals for public land use and improvement.

Recommendation:

It is recommended that the City Council adopt the attached resolution authorizing the acceptance of the property donation from Southwind Restaurants LLC. This will enable the City to proceed with the acquisition, with the Mayor and City Clerk executing the necessary documents and the City Attorney recording the Warranty Deed and associated documents with the Shiawassee County Register of Deeds.

MASTER PLAN GOALS: NONE

RESOLUTION NO.

**AUTHORIZING ACCEPTANCE OF DONATION OF REAL ESTATE
FROM SOUTHWIND RESTAURANTS, LLC**

WHEREAS, Southwind Restaurants, LLC, a Michigan limited liability company, is the owner of real estate located at 930 Jerome Avenue, Owosso, Michigan (the "Property"), identified by Property Tax ID No. 050-580-000-140-00, and legally described as follows:

Legal Description:

A PART OF LOT 161 OF THE PLAT OF STAFFORD, GARDNER AND TRANKLE'S CENTRAL ADDITION TO THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 50, SHIAWASSEE COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF GOULD STREET WHICH IS SOUTH ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 3 EAST, CALEDONIA TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN, A DISTANCE OF 961.27 FEET TO THE INTERSECTION OF SAID NORTH AND SOUTH 1/4 LINE WITH THE SOUTH LINE OF JEROME STREET IN SAID PLAT AND SOUTH 66 DEGREES 57 MINUTES 36 SECONDS WEST ON SAID SOUTH LINE A DISTANCE OF 55.30 FEET TO THE WEST LINE OF GOULD STREET FROM THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 196.27 FEET, THENCE SOUTH 66 DEGREES 57 MINUTES 36 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF JEROME STREET A DISTANCE OF 128.92 FEET, THENCE NORTH 02 DEGREES 58 MINUTES 37 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NEW HAVEN COAL MINING COMPANY RAILROAD A DISTANCE OF 192 FEET THENCE NORTH 66 DEGREES 57 MINUTES 36 SECONDS EAST 140.05 FEET TO THE POINT OF BEGINNING.

Also known as: 930 Jerome Avenue, Owosso, MI 48867
Property Tax ID No.: 050-580-000-140-00; and

WHEREAS, Southwind Restaurants, LLC has offered to donate the Property to the City of Owosso, a Michigan municipal corporation; and

WHEREAS, the City Council of the City of Owosso has determined that acceptance of the donation of the Property is in the best interest of the City; and

WHEREAS, the City Council has reviewed the Agreement to Donate Real Estate, a copy of which is attached hereto, and finds the terms and conditions of the donation to be acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, MICHIGAN that:

- FIRST: it hereby accepts the donation of the Property from Southwind Restaurants, LLC, subject to the terms and conditions set forth in the Agreement to Donate Real Estate.
- SECOND: the Mayor and the City Clerk are authorized and directed to execute the Agreement to Donate Real Estate on behalf of the City of Owosso.
- THIRD: the City Attorney is directed to record the Warranty Deed, along with the Property Tax ID No. 050-580-000-140-00 and the full legal description of the Property, and any other documents required to perfect the City's title to the Property with the Shiawassee County Register of Deeds.

AGREEMENT TO DONATE REAL ESTATE

SOUTHWIND RESTAURANTS, LLC, a Michigan limited liability company, having a mailing address of 109 E. Broadway, Mt. Pleasant, Michigan 48858 (“Donor”), agrees to convey and donate, and the CITY OF OWOSSO, a Michigan municipal corporation, having a mailing address of 301 W. Main Street, Owosso, Michigan 48867 (“Donee”), agrees to accept the conveyance and donation of, that certain tract or parcel of land situated in the City of Owosso, the County of Shiawassee and the State of Michigan commonly known as 930 Jerome Avenue and as further described in Exhibit A (“Property”), in accordance with the terms and conditions of this Agreement to Donate Real Estate (“Agreement”), as follows:

1. Fair Market Value. It is understood and agreed that Donor intends to claim a charitable deduction for this donation under the provisions of Section 170 of the Internal Revenue Code and regulations thereunder, and corresponding state statutes, for the year in which the closing occurs.

2. Qualified Recipient. Donee agrees to cooperate with Donor in order to permit Donor to claim a deduction for a charitable contribution, and to provide Donor with such documentation as Donor may reasonably request relating thereto, including, execution and delivery of IRS Form 8283.

3. Deed. The conveyance shall be by Warranty Deed (the “Deed”), subject to the following: All existing fence and building encroachments, public highways and streets, easements, covenants, conditions, restrictions and reservations of record, if any, and to all zoning and other governmental regulations and restrictions, and non-delinquent real estate taxes and assessments, and to such state of facts as an examination of the Property and/or an accurate survey of the Property would reveal.

4. Title Examination. Donee shall be responsible, at its sole expense, for any survey or title examination or title insurance it may desire. In the event said examination reveals any defect which renders the title to the Property unmarketable, then Donee shall notify Donor within thirty (30) days of the date of execution of this Agreement, specifying such title matters to which it objects. If Donee fails to notify Donor within such thirty (30) day period of any objection to title, or if Donee close the acquisition of the Property without having raised an objection, then Donee shall be deemed to have waived any such objection, and to have accepted title to the Property. If Donee gives Donor notice of a title objection within said thirty (30) day period which renders title unmarketable, then Donor shall have a period of thirty (30) days, or such additional reasonable period of time as is necessary, to correct such defect. In the event Donor fails or refuses to correct such defect, within said period, Donee may either waive the defect and proceed to Closing (defined below) or it may terminate this Agreement.

5. Risk of Loss. Risk of loss to the Property from fire or other casualty shall be borne by Donor until delivery of the Deed to Donee. If the Property is substantially damaged or destroyed by fire or other casualty prior to the closing of this transaction, Donee may elect to rescind this Agreement, in which event each party hereto shall be released from all liability hereunder. If Donee elects to rescind this Agreement in accordance with the provisions of this

paragraph, Donee shall so notify Donor in writing within ten (10) days from receipt of written notice of such damage or destruction. Failure by Donee to so notify Donor shall constitute an election to proceed with the transaction.

6. Closing. The date for delivery of the Deed and closing of this transaction (the “Closing”) shall be agreed upon by the parties, but shall not be later than September 30, 2024. The Closing shall be held at a mutually agreeable place. Possession of the Property shall be delivered to Donee at Closing.

7. Closing Costs. If either party elects to have a title company close this transaction, the parties will split the closing fees and costs associated therewith. Donee will bear the cost of purchasing any title insurance that it desires and Donee shall also pay for the costs to record the Deed. Each party will pay the cost of its own legal counsel incurred in connection with this transaction.

8. Taxes. Donor shall be responsible for paying all 2023 real estate taxes and assessments, and Donee shall be responsible for paying all 2024 real estate taxes and assessments; provided, however, that at Closing Donor shall pay Donee for Donor's share of the 2024 real estate taxes. Donor's share shall be a fraction, the numerator of which is the number of days from January 1, 2024, to the date of Closing and the denominator of which is 366. If Donor pays the July 1, 2024, tax bill prior to Closing, then said amount shall be applied to Donor's share of the 2024 real estate taxes and if said amount is in excess of Donor's share, then Donee shall pay Donor the difference at Closing. If Donor receives any real estate tax bills after the date of Closing, Donor shall forward them to Donee.

9. As Is. Donee acknowledges that as of the date of Closing, it will have had the opportunity to inspect the Property, observe the physical characteristics and existing condition thereof, and that it will have been afforded the opportunity to conduct such investigation and study of the Property as it deems necessary or appropriate prior to acquiring the Property for its intended use, and Donee hereby agrees that the act of closing shall constitute a waiver of any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Property, including, without limitation, the presence of any hazardous materials or substances, at, on, under, or related to the Property. Donee further acknowledges that the Property is to be conveyed to, and accepted by, Donee, in its present condition, **“as-is, where-is”**, and with all faults, and Donee hereby assumes the risk that adverse past, present and/or future characteristics and/or conditions may not have been revealed by its inspection or investigation. Donor makes no, and hereby disclaims all, representations or warranties, express or implied, relating to the condition of the Property. Notwithstanding anything in this Agreement to the contrary, Donee is not assuming any liability with respect to the presence of any hazardous materials or substances at, on, under or related to the Property.

10. Inspection. Donor agrees to permit Donee to enter the Property at reasonable times to inspect the Property, or to make soil tests, engineering and/or topographical surveys, and such other studies as Donee may deem necessary or advisable to determine the acceptability of the Property for use by Donee, all at Donee’s sole cost and expense. If Donee, in its sole discretion, determines within thirty (30) days of the date of this Agreement that the Property is unacceptable

for its use, then Donee may terminate this Agreement by giving Donor written notice thereof within such 30 day period. In the event Donee fails to so notify Donor, or if it closes the acquisition of title to the Property, it shall be deemed to have waived any objection hereunder.

11. Environmental Assessment. Donee may conduct an environmental assessment of the Property prior to Closing. The assessment may be performed by Donee, or its contractors or agents, and the cost thereof shall be borne solely by Donee. Donee shall complete the environmental assessment within thirty (30) days of the date of this Agreement. Donee and its employees, officers, directors, contractors, or agents shall be entitled to access to the Property at reasonable times to undertake the assessment of the Property. Donee agrees to indemnify, hold harmless, and release Donor from any and all loss, liability, claim, and expense (including reasonable attorney's fees) for personal injury (including death) or property damage arising out of the exercise of the rights herein granted. If Donee, in its sole discretion, determines as a result of an environmental audit within said thirty (30) day period that the Property is not acceptable for Donee's use due to the presence of some hazardous substance or other contaminant on the Property, Donee may terminate this Agreement by providing notice of termination to Donor.

12. Time. Time is expressly agreed to be of the essence in this Agreement, unless the parties otherwise agree in writing.

13. Entire Agreement. The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties, and that no oral or implied agreements exist. This Agreement shall be binding upon the respective successors and assigns of the parties, and shall survive the Closing of this transaction.

14. Brokers. The parties each represent to the other that no real estate broker, consultant, finder, or like agent has been involved in this transaction, and each party acknowledges that it is solely responsible for paying any fees or expenses for any party representing it which are related to its acquisition of the Property, and each party agrees to indemnify and hold harmless the other party from and against all claims, losses, liabilities, and expenses, including reasonable attorney's fees, arising out of any claim by any broker, consultant, finder, or like agent with whom the indemnifying party has dealt or negotiated.

15. Notices. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when personally delivered, when deposited with an overnight courier such as Fed Ex or UPS, or when deposited, U.S. certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Donor: Southwind Restaurants, LLC
109 E. Broadway
Mt. Pleasant, MI 48858

To Donee: City of Owosso
301 W. Main St.
Owosso, MI 48867

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Donate Real Estate to be executed in duplicate this _____ day of _____, 2024.

DONOR:

SOUTHWIND RESTAURANTS, LLC

By: _____

Its: _____

DONEE:

CITY OF OWOSSO

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

#25525036v3

EXHIBIT A

Legal Description

A PART OF LOT 161 OF THE PLAT OF STAFFORD, GARDNER AND TRANKIE'S CENTRAL ADDITION TO THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 50, SHIAWASSEE COUNTY RECORDS, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF GOULD STREET WHICH IS SOUTH ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 19, TOWNSHIP 7 NORTH, RANGE 3 EAST, CALEDONIA TOWNSHIP, SHIAWASSEE COUNTY, MICHIGAN, A DISTANCE OF 961.27 FEET TO THE INTERSECTION OF SAID NORTH AND SOUTH 1/4 LINE WITH THE SOUTH LINE OF JEROME STREET IN SAID PLAT AND SOUTH 66 DEGREES 57 MINUTES 36 SECONDS WEST ON SAID SOUTH LINE A DISTANCE OF 55.30 FEET TO THE WEST LINE OF GOULD STREET FROM THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 196.27 FEET, THENCE SOUTH 66 DEGREES 57 MINUTES 36 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF JEROME STREET A DISTANCE OF 128.92 FEET, THENCE NORTH 02 DEGREES 58 MINUTES 37 SECONDS WEST, PARALLEL WITH THE WEST LINE OF THE NEW HAVEN COAL MINING COMPANY RAILROAD, A DISTANCE OF 192 FEET THENCE NORTH 66 DEGREES 57 MINUTES 36 SECONDS EAST 140.05 FEET TO THE POINT OF BEGINNING.

Also known as: **930 Jerome Avenue, Owosso, MI 48867**
Property Tax ID No.: 050-580-000-140-00



MEMORANDUM

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

DATE: August 26, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Tanya S. Buckelew, Planning & Building Director

SUBJECT: Chapter 16.5-Medical Marihuana Facilities Licensing and Chapter 16.6 Adult Use Marihuana Establishments Licensing – Police Power Ordinances

RECOMMENDATION:

It is time for the 3 year review by City Council to determine if the City should adjust the number of marijuana locations or not.

Based on the vote 3 years ago and the fact that the City has not received any requests to expand on the locations, I recommend the following:

To not increase the number of Medical Provisioning Center Locations and to continue to allow Medical Growers, Processors, Safety Compliance Facilities and Secure Transports to remain unlimited.

And

To not increase the number of Adult Use Marihuana Establishments and to continue to allow Adult Use Growers, Excess Growers, Processors, Safety Compliance Facilities and Secure Transports to remain unlimited.

BACKGROUND:

When the City of Owosso adopted the ordinances for Medical and Adult Use Marihuana, the following was included:

- **MEDICAL:**
Planning commission shall review the number of facilities allowed at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana facility allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.
- **ADULT USE:**
Planning commission shall review the number of allowed adult use marihuana establishments at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana establishment allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.

History:

September 27, 2021 - the Planning Commission voted to recommend to the City Council to not increase the number of locations allowed in the city.

October 4, 2021 - the City Council voted to not make any changes to the number of marihuana facilities allowed within the City limits.

FISCAL IMPACTS: None

RESOLUTION NO.

**RECOMMENDING NO CHANGES TO
THE NUMBER OF MARIJUANA FACILITIES PERMITTED WITHIN THE CITY LIMITS**

WHEREAS, the Council of the City of Owosso, Michigan approved Ordinance No. 793 on July 2, 2018 and Ordinance No. 803 on February 3, 2020, authorizing the establishment of up to four marijuana dispensaries within the City limits; and

WHEREAS, both ordinances require the City Council to conduct a periodic review of the number of facilities permitted; and

WHEREAS, the City Council has performed said review.

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

FIRST: it is heretofore determined that it is advisable and in the public interest to maintain the current number of permitted marijuana facilities within the City of Owosso.

SECOND: the next periodic review shall be held in three years per the terms of Ordinance Nos. 793 and 803.



OWOSSO HISTORICAL COMMISSION
THE CURWOOD COLLECTION

Regular Meeting of the Owosso Historical Commission

Minutes of August 12, 2024 – 6:00 P.M. at Owosso City Hall

PRESIDING OFFICER: Vice Chair Adams

MEMBERS PRESENT: Commissioners Elaine Greenway, Lance Little, Susan Osika, Bill Moull, and Robert Hooper

MEMBERS ABSENT: Chairman Erickson

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

APPROVE MINUTES – JUNE 11, 2024

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

Approved by voice vote

APPROVE AGENDA – AUGUST 12, 2024

Motion by Commissioner Moull to approve the agenda as presented, supported by Commissioner Hooper.

Approved by voice vote

ITEMS OF BUSINESS

Curwood Painting: Commissioner Greenway brought a painting to be donated to the Commission. The Commission decided to use it as a silent auction item at their Christmas party.

Budget Amendment and Capital Improvements: Commissioners reviewed and ranked a list of improvements to Curwood Castle, Comstock Cabin and the Paymaster building. Amy Fuller will use this information to start working on a budget amendment for them with the revenue from the Gould House included. Immediate priorities include trimming the shrubs, cleaning the carpet in the Castle, cleaning the Paymaster Building and Comstock Cabin and hiring someone to clean Curwood Castle. **Motion by Commissioner Little to move forward with a quote for \$3,700 to paint the Paymaster Building. Support by Hooper. Approved by voice vote.**

Home Tour Updates: The Commission discussed the home tour. The Independent is unable to print the booklet so the Committee is getting quotes for printing. They also discussed how many docents are needed.

CASTLE REPORT:

Denice Grace reported on July numbers for Curwood Castle

PUBLIC COMMENT PERIOD

Amy Fuller shared a note and request from the Historical Society of Michigan for the Commission to become members. **Motion by Commissioner Little to join the Historical Society of Michigan. Support by Moull. Approved by voice vote.**

COMMISSIONER COMMENTS

Commissioner Greenway thanked everyone for a productive meeting

Commissioner Little agreed with Commissioner Greenway and said it was nice to go forward with a plan.

Commissioner Moull said he stopped by the Gould House and said hi to the new owners and that it is looking good.

Commissioner Osika asked if the weeds had been trimmed at the Castle. Amy Fuller answered that they had been.

NEXT MEETING: Monday, September 9, 2024

ADJOURNMENT

Commissioner Hooper moved to adjourn the meeting. Commissioner Osika supported. The voice vote was unanimous to adjourn the meeting at 7:25 P.M.

Respectfully submitted by:

Amy Fuller, Assistant City Manager