

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, NOVEMBER 04, 2019  
7:30 P.M.**

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

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 21, 2019:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Proposed Brownfield Plan #21. Conduct a public hearing to receive citizen comment regarding the proposed Brownfield Redevelopment Plan #21 – 152 Howard Street Project and consider approval of the proposed plan and reimbursement agreement.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

1. Project Status Report. (This item will be distributed at the meeting.)

**CONSENT AGENDA**

1. Proposed Special Assessment District No. 2019-01 - Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, November 18, 2019 to receive citizen comment regarding proposed Special Assessment District No. 2019-01, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances.

2. Proposed Special Assessment Project – Gould Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-01 for Gould Street from Oliver Street to Moore Street for street rehabilitation.

### **ITEMS OF BUSINESS**

1. Land Sale & Development Agreement – 30 Acres Industrial Property. Consider approving the sale of 30 acres of City-owned industrial property to BCC Agriculture, LLC in the amount of \$75,000.00 and further approve a development agreement spelling out the terms of the sale and development of the property.
2. Lot Split Authorization – VL Industrial Drive. Consider authorization of division of a City lot under Michigan Subdivision Control Act for vacant platted lot Industrial Drive.
3. Set Trash Hauler Public Forum. Set a public forum for 6:30 p.m. Tuesday, November 12, 2019 in the Public Safety Department fire truck bay for the purpose of receiving input from citizens and local refuse haulers regarding possible changes to the City's refuse collection ordinance, to be conducted in the format proposed.
4. Demolition Authorization & Contract Approval – 424 Grover Street. Authorize demolition of the structure at 424 Grover Street and approve bid award to SC Environmental LLC in the amount of \$11,219.00.
5. 21-Day Posting – Proposed Property Sale. Authorize twenty-one (21) day posting period for the sale of Lot 58 in the Osburn Lakes subdivision to Mayberry Real Estate LLC in the amount of \$1.00 for purpose of building and selling a "spec home".
6. Small Urban Program Resolution of Financial Assurance - Gould Street. Approve resolution of participation in the Small Urban Program and authorize commitment of City funds in the amount of \$225,000 plus the cost of project design engineering and construction administration as the City's share of the cost to rehabilitate Gould Street from Oliver Street to Moore Street.
7. Closed Session. Consider holding closed session after the last period for Citizen Comments and Questions for the purpose of considering a periodic personnel evaluation of the City Manager and discussing collective bargaining negotiations.

### **COMMUNICATIONS**

1. Katherine R. Fagan, City Treasurer. Correction to summer tax bill for parcel 050-470-003-001-00.
2. Historical Commission. Minutes of September 23, 2019.
3. Mid-County WWTP Review Board. Minutes of October 22, 2019.

### **CITIZEN COMMENTS AND QUESTIONS**

**CLOSED SESSION** (if approved)

### **NEXT MEETING**

Monday, November 18, 2019

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022  
Historical Commission – term expires December 31, 2019  
Historical Commission – 2 terms expire December 31, 2020  
Parks & Recreation Commission – term expires June 30, 2021  
Planning Commission – term expires June 30, 2020  
Planning Commission – term expires June 30, 2022  
Shiawassee District Library – term expires June 30, 2023

### **ADJOURNMENT**

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF OCTOBER 21, 2019  
7:30 P.M.**

**PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH

**OPENING PRAYER:** COUNCILMEMBER NICHOLAS L. PIDEK

**PLEDGE OF ALLEGIANCE:** JUSTIN HORVATH  
SEDP PRESIDENT/CEO

**PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Loreen F. Bailey (arrived 7:32 p.m.), Janae L. Fear, Jerome C. Haber, Daniel A. Law, and Nicholas L. Pidek.

**ABSENT:** None.

**APPROVE AGENDA**

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

**Additions:**

**CONSENT AGENDA**

7. Check Register – September 2019.

**ITEMS OF BUSINESS**

7. Complete Count Committee Establishment.

Name	Board/Commission	Term Expires
Laura Burroughs	Complete Count Committee	10-31-2020

**Remove:**

**CONSENT AGENDA**

4. OMS/DDA RLF Bridge Loan Funding Approval – 114-116 W. Main Street.

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

Councilmember Bailey arrived at 7:32 p.m.

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 7, 2019**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of October 7, 2019 as presented.

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



## **PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

## **PUBLIC HEARINGS**

### **Industrial Facilities Exemption Certificate – Covenant Eyes**

Chris Taphouse, Covenant Eyes Controller, gave a brief overview of the expansion project for which the abatement is being requested saying 3500 square feet of current warehouse space will be converted into a customer service area and training center. The company anticipates hiring 40 new employees upon completion of the project.

Justin Horvath, SEDP President/CEO, noted that Covenant Eyes is a great local employer with over 200 employees currently. They have continued to grow over the years and are known for paying their employees well. He encouraged Council support for the request.

City Manager Nathan R. Henne noted the abatement request applies to the estimated \$350,000.00 the company will invest in land improvements for the project.

A Public Hearing was conducted to receive citizen comment regarding the application of Covenant Eyes, Inc. for an Industrial Facilities Exemption Certificate for real property improvements at 1525 West King Street.

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

Councilmembers inquired whether the shortage of parking would be addressed with the project. Mr. Taphouse indicated that expansion of their parking lot was currently under way.

Councilmember Bailey said she has concerns about the frequent speeding she sees on W. King Street. Mr. Taphouse indicated he would bring up the issue with the company's safety committee.

Motion by Councilmember Pidek to authorize the following resolution approving an IFT tax abatement for a period of 12-years:

### **RESOLUTION NO. 150-2019**

#### **APPROVING AN IFT APPLICATION FROM COVENANT EYES, INC. 1525 W. KING STREET**

WHEREAS, pursuant to PA 198 of 1974, as amended, after a duly noticed public hearing held on June 19, 2000, this City Council, by resolution established an Industrial Development District; and

WHEREAS, Covenant Eyes, Inc. has filed an application for an Industrial Facilities Tax Exemption Certificate with respect to a new facility within said Industrial Development District; and

WHEREAS, before acting on said application, the City of Owosso held a hearing on October 21, 2019, in City Hall, at 301 W. Main Street, Owosso, MI, 48867, at 7:30 p.m. at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility had not begun earlier than six (6) months before October 21, 2019, the date of acceptance of the application for the Industrial Facilities Tax Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Owosso; and

WHEREAS, the aggregate SEV of real property exempt from ad valorem taxes within the City of Owosso, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of real property thus exempted.

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

FIRST: The City Council finds and determines that the granting of the Industrial Facilities Tax Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Owosso, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Owosso.

SECOND: The application from Covenant Eyes, Incorporated for an Industrial Facilities Tax Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District, to wit:

PART OF NORTH 1/2 OF SOUTHEAST 1/4 SECTION 14, T7N-R2E, COMMENCING S 1\*32 1/2' W 33' & E 418.73' FROM CENTER SECTION 14 TO POINT OF BEGINNING, THEN S 42\*7' E 1066.59', THEN N 48\*30' E 118.25', THEN S 77\*17' E 202.9', THEN N 42\*7' W945.24' TO SOUTH LINE OF KING STREET, THEN W 397.66' TO POINT OF BEGINNING, (EXCEPT EASEMENTS OF RECORD) (1525 W. King Street);

be and the same is hereby approved.

THIRD: The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force for a period of 12 years.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **Proposed Special Assessment Project – North Street, from Hickory Street to Gould Street**

City Manager Henne gave a brief presentation detailing the current condition of the street and the work being proposed. He noted that plans call for the street to be narrowed by 7 feet to allow for the installation of a new 12-inch watermain and Caledonia Charter Township officials have been approached about paying for a portion of the project.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2020-03 for North Street from Hickory Street to Gould Street for street reconstruction.

The following people commented in regard to the proposed special assessment project:

Tom Manke, 2910 W. M-21, asked about the difference between this project and the reconstruction of South Washington Street inquiring why property owners on Washington Street got a break on the cost but those on North Street are not.

Burton Fox, 216 E. Oliver Street, said we need to work to get the township to pay their share of this project.

Patty Zamora, 1416 N. Hickory Street, asked if her driveway approach would be replaced as a part of the project. She further inquired whether the City would put a traffic signal at the corner of Hickory and North Streets to handle the extra traffic that will be generated when the Middle School moves its campus to North Street.

Mayor Eveleth responded to Mr. Manke's question noting that property owners along South Washington Street were not specially assessed because they had recently paid a special assessment for resurfacing of the street. Unfortunately, the street surface did not last as long as was hoped. And in response to Mr. Fox's comments he indicated that Owosso Charter Township has been great to work with in regard to funding street projects.

City Manager Henne responded to Ms. Zamora's comments saying that the City could add the rebuild of her driveway approach to the project. He went on to say that a traffic study would need to be conducted before a traffic light would be installed at Hickory and North Streets and that he would suggest it to the Engineering Department. Lastly he noted that only a portion of the property owners on South Washington Street received a pass, those that were not assessed previously will now be assessed.

Councilmember Fear said she thought the City was waiting for the construction of the new middle school to be finished before reconstructing the street. City Manager Henne indicated that is still the plan.

Motion by Councilmember Fear to approve the following resolution:

**RESOLUTION NO. 151-2019**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2020-03  
NORTH STREET, FROM HICKORY STREET TO GOULD STREET  
FOR STREET RECONSTRUCTION**

WHEREAS, the City Council, after due and legal notice, has met and 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:

**NORTH STREET, A PUBLIC STREET, FROM HICKORY STREET TO GOULD STREET  
STREET RECONSTRUCTION**

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 \$1,343,777.40 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 \$196,884.33 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$1,146,893.07 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:

**North Street, a Public Street, from Hickory Street to Gould Street  
For Street Reconstruction**

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.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**Ordinance Amendment – Chapter 38, Zoning, Site Plan Review**

The proposed amendment would allow administrative review of select site plans.

City Manager Henne introduced the amendment noting that one of the City's goals is becoming a Redevelopment Ready Community and part of that process involves streamlining processes when possible. The proposed amendment will allow certain projects to be expedited.

Justin Sprague, CIB Planning Consultant, said the City needs the ability to administratively process certain site plans rather than relying solely on the Planning Commission. The proposed amendments should help to improve the process.

A public hearing was conducted to receive citizen comment on the proposed amendments to Section 38-390, Site Plan Review, of Article XVII, *General Provisions*, of Chapter 38, Zoning, of the Code of Ordinances.

The following person commented in regard to the proposed amendment:

Tom Manke, 2910 W. M-21, asked if the changes would be good for small businesses by removing some of the obstacles in the site plan process. It was noted he was correct.

Councilmember Law said he likes the idea of streamlining the process for smaller projects as long as there is an appeals process in place. It was noted there is.

Councilmember Bailey said she thinks the amendment is a great idea.

Councilmember Pidek noted that the Redevelopment Ready program works in tandem with the Main Street program and should help the downtown as well.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilmember Fear that the following ordinance be adopted:

## **ORDINANCE NO. 801**

### **AN ORDINANCE TO AMEND CHAPTER 38, ZONING, OF THE CODE OF ORDINANCES TO ALLOW ADMINISTRATIVE SITE PLAN REVIEW**

WHEREAS, the city of Owosso Planning Commission currently reviews every site plan per Chapter 38, Article XVII, Section 390; and

WHEREAS, an Administrative Site Plan Review ordinance would allow the Zoning Official to review certain site plans; and

WHEREAS, an Administrative Site Plan Review protocol would reduce the amount of time necessary to approve minor site plans; and

WHEREAS, the Owosso Planning Commission has met, discussed and authored amendments to the Zoning Ordinance to allow Administrative Site Plan Review in select circumstances; and

WHEREAS, the Planning Commission held a public hearing on September 23, 2019 at its regularly scheduled meeting regarding the proposal to amend various sections of Chapter 38, Zoning, in which no citizen comments were received; and

WHEREAS, the Planning Commission further recommends adoption of the following amendments to the Zoning Ordinance to allow for the administrative review of select site plans; and

WHEREAS, the City Council held a public hearing on October 21, 2019, heard all interested persons, and deliberated on the requested amendment.

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

SECTION 1. AMENDMENT. That Sec. 38-390, *Site plan review*, be amended to read as follows:

#### **Sec. 38-390. - Site plan review.**

When provisions of this chapter require submission of a site plan, it shall be submitted in accordance with the provisions of this section. Site Plans may be approved administratively or by the Planning Commission, depending on the proposal.

- (1) Submission for approval. A site plan shall be required for the following:
  - a. Any use or development for which the submission of a site plan is required by any provision of this chapter;
  - b. Any development, except single-family and two-family residential, for which off-street parking areas are provided as required in section 38-380, off-street parking requirements;
  - c. Any use in an RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, I-1, I-2, P-1 or PUD district;
  - d. Any use except single- or two-family residential which lies contiguous to a major thoroughfare or collector street;
  - e. All residentially related uses permitted in single-family districts such as, but not limited to,

- churches, schools, colleges, institutions, and public facilities;
- f. Accessory buildings or building additions which require additional off-street parking.
- (2) All site plans must be reviewed and approved by the Planning Commission, with the exception of the following, that may qualify for an Administrative Site Plan Review.
- a. The Zoning Official, at his discretion, may send a development otherwise eligible for Administrative Site Plan Review to the Planning Commission for review and approval.
- b. The following development/construction/activity within the City is eligible for Administrative Site Plan Approval:
1. New construction of any Principally Permitted non-residential or multiple family development that is less than 2,000 square feet in floor area;
  2. Construction of an additional less than 2,000 square feet in floor area in a non-residential district;
  3. Construction of expansion of an impervious surface less than 5,000 square feet in area;
  4. Changes in use from a non-conforming use to a more conforming use;
  5. A vacant existing building or site to be re-occupied by a use permitted and will not require any significant changes in existing site facilities such as parking, landscaping, lighting, or sidewalks;
  6. Installation of pavement or curbing improvements provided the number of spaces remain constant and the plans and construction are approved by the City Engineer;
  7. Relocation of a waste receptacle or screening around the waste receptacle;
  8. Accessory structures in non-residential districts;
  9. Temporary uses, sales, and seasonal events;
  10. Erection of a tower, antenna, or other community facility, essential public-service building
  11. Minor revisions to an approved site plan, limited to:
    - a) changes to façade or architectural features
    - b) alterations/substitutions/expansions of approved landscaping areas consistent with the other requirements of the Ordinance;
- c. Site Plan Application and Submittal Requirements are required for Administrative Site Plan Approval, consistent with Section 38-390 (3).
- (3) Any person seeking site plan approval hereunder shall submit a site plan, application, and the applicable filing fee to the building department. Application should be made a minimum of 30 days prior to the next regularly scheduled Planning Commission meeting. The building department shall provide application forms and graphic standards for the site plan. Said site plan shall be prepared by a professional architect, engineer, landscape architect or land planner and must contain the following information:
- a. A scale of not less than one (1) inch equals fifty (50) feet if the subject property is less than three (3) acres and one (1) inch equals one hundred (100) feet if three (3) acres or more;
  - b. Date, north point, scale, and area of the site in acres;
  - c. The dimensions of all lot and property lines, showing the relationship of the subject property

- to the abutting properties;
- d. The location of all existing and proposed structures and utilities on the subject property and all existing structures within one hundred (100) feet to the subject property;
  - e. The location and layout of all existing and proposed drives and parking areas;
  - f. The location and right-of-way widths of all abutting streets and alleys;
  - g. The names and addresses of the architect, planner, designer, engineer, or person responsible for the preparation of the site plan.
  - h. The number, location, and layout of off-street parking spaces to include all access roads and the manner in which they are to be surfaced;
  - i. The provision of internal site drainage and necessary city utilities complete with existing and proposed elevations;
  - j. The proposed site landscaping complete with a planting plan to include all proposed walls, fences, and screening in compliance with the provisions of this chapter;
  - k. The elevation of the site in relation to the identified flood hazard area. All proposed construction, reconstruction, or demolition shall be in compliance with local, state, and federal ordinances, laws, or regulations with regard to flood hazard areas;
  - l. A copy of the permit from the local enforcing agency on soil erosion and sedimentation control if the earth change activity involves more than one (1) acre or is within five hundred (500) feet of a lake or stream.
- (4) Upon receipt of a complete site plan, application, and application fee the building department shall forward said documents to the Zoning Official for distribution to appropriate City departments for comment. Staff comments shall be made with respect to compliance with the minimum technical requirements of City ordinances and the quality of the development consistent with the intent of the building codes, zoning codes and Master Plan. Upon receipt of all staff comments, the Zoning Official shall either complete the site plan review under the administrative site plan approval process or review the site plan and make its recommendation to the Planning Commission which shall consider the application, site plan, all staff, City, and consultant comments and recommendations at the next scheduled meeting.
- (5) Approval of site plan. Every site plan submitted to the City shall be in accordance with the requirements of this chapter. Copies of the site plan shall be submitted to the building department 30 days prior to the City Planning Commission's regular meeting. No site plan shall be approved until and unless a letter of assurance has been received from the building inspector that the site plan has been reviewed by and is in conformance with all applicable standards of the building department, police department, fire department, engineering department, and city utility department. Further, no construction, reconstruction, demolition, or other site work may progress during the interim, and no building permit(s) shall be issued prior to the final approval of the site plan by the Zoning Official or by the Planning Commission. Upon granting final approval of a site plan, three (3) copies of the site plan will be stamped and signed for approval, returning one (1) copy to the petitioner, and delivering two (2) copies to the building inspector.
- (6) In the process of reviewing the site plan, the Zoning Official or Planning Commission shall consider:
- a. The location and design of driveways providing vehicular ingress to and egress from the site, in relation to streets giving access to the site, and in relation to pedestrian traffic;
  - b. The traffic circulation features within the site and location of automobile parking areas; and may make such requirements with respect to any matters as will assure:
    1. Safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets;

2. Satisfactory and harmonious relationships between the development on the site and the existing and prospective development of contiguous land and adjacent neighborhoods;
  - c. The Zoning Official or Planning Commission may further require landscaping, fences, and walls in pursuance of these objectives and same shall be provided and maintained as a condition of the establishment and the continued maintenance of any use to which they are appurtenant;
  - d. In those instances wherein the Zoning Official or Planning Commission find that an excessive number of ingress and/or egress points may occur with relation to major or secondary thoroughfares, thereby diminishing the carrying capacity of the thoroughfares, the City may recommend marginal access drives. For a narrow frontage, which will require a single outlet, the City may recommend that money in escrow be placed with the City so as to provide for a marginal service drive equal in length to the frontage of the property involved. Occupancy permits shall not be issued until the improvement is physically provided, or moneys have been deposited with the clerk.
  - e. Whether the site is located within a designated historic overlay district, and whether the proposed action would have an adverse impact on the resources of the historic overlay district, as defined in subsection 38-32(b)(4). The Planning Commission may deny the proposed action if the action would have an unacceptable adverse impact on the historic resource or the historic overlay district itself. The Planning Commission may also require landscaping or other reasonable methods to minimize the adverse impact any proposed action may have on a historic resource or on the historic overlay district itself.
- (7) An approved PUD site plan shall be required before applicable permits may be issued for any form of construction or removal or disturbance of any natural feature for all planned unit developments.
- a. *Procedure for PUD site plan review.*
    1. The applicant for PUD site plan approval shall file with the City Zoning Official all drawings and other materials required for site plans in this chapter, all drawings and other materials required in Section 38-395 for PUD zoning district approval, and the additional information listed below. A PUD site plan application shall not be considered filed until all drawings and other required materials have been submitted and may be rejected if the materials submitted are inadequate to make the foregoing determinations.
    2. If requested by the Planning Commission or City Council, additional graphics, models, three-dimensional or electronic, or written materials shall be submitted to assist the City in visualizing and understanding the proposal. Additional detailed information, including but not limited to plans, elevations, building and site sections, or existing and proposed building materials, if submitted, shall become a part of the PUD site plan.
    3. The Zoning Official will distribute these materials to the appropriate City departments and other reviewing agencies for review and comment regarding compliance with the PUD zoning district supplemental regulations and conceptual PUD plan, and compliance with all applicable local, state, or federal laws, ordinances, standards and regulations and to determine the need for a development agreement as provided in this chapter. The Zoning Administrator will notify the applicant of any questions raised by the City departments and other reviewing agencies and negotiate a development agreement with the applicant if it is determined that such an agreement is needed. The director shall submit a report and recommendation to the planning commission based on this review.
    4. The Planning Commission, after holding a public hearing on the PUD site plan with notification as required by this chapter, shall transmit its recommendation based on the standards below, together with any recommended conditions of approval and all related reports and minutes to City Council.



- b. *Standards for PUD site plan review.* City Council, after holding a public hearing on the PUD site plan with notification as required by this chapter, and after receiving all related reports and minutes and a recommendation from the Planning Commission, shall approve, with conditions, or deny a PUD site plan. A PUD site plan shall be approved by City Council only after it determines that:
  - 1. The development would comply with the PUD zoning established pursuant to the requirements of section 38-395, and with all applicable local, state, or federal laws, ordinances, standards and regulations; and
  - 2. The development would limit the disturbance of natural features to the minimum necessary to allow a reasonable use of the land, applying criteria for reviewing a natural features statement of impact set forth in this chapter; and
  - 3. The development would not cause a public or private nuisance and would not have a detrimental effect on the public health, safety or welfare.
- c. *Development Agreement.*
  - 1. Upon obtaining approval of a site plan, the applicant and the City Council may enter into a Development Agreement that describes the terms and conditions of the approval and the rights and obligations of each party. The City Council may approve the Development Agreement immediately following approval of a site plan or it may be placed on a *subsequent agenda of the City Council. The applicant shall reimburse* the City for all fees for City legal counsel and consultant participation in the Development Agreement.
  - 2. The approved Development Agreement shall be recorded with the county Register of Deeds.
  - 3. In the event the site plan requires a major amendment, the development agreement shall be amended to reflect the approved changes and recorded as provided in subsection (5)c.2. above.
- d. *Effect of PUD site plan approval.* For three (3) years from the date of approval of a PUD site plan, permits may be issued and the land developed consistent with the PUD site plan and the regulations, laws and ordinances in effect as the time of approval, unless new regulations, laws and ordinances have been made applicable to previously approved developments. After three (3) years from PUD site plan approval, no permits shall be issued unless the PUD site plan is reconsidered in the manner provided for new PUD site plans and is determined to meet the standards of the PUD zoning district or has been extended as provided under administrative amendments to approved PUD site plans.
- e. *PUD site plan amendments.* A minor change to an approved PUD site plan may be approved by the Planning Commission as provided in this chapter except that the proposed changes shall not alter the fundamental design, conceptual integrity, natural features shown to be preserved, any specific conditions of the PUD development program, the conceptual PUD plan or the supplemental regulations. The following restrictions shall also apply:
  - 1. Adjustment in approved phases of development shall not result in a change greater than ten percent of the total gross area in any phase, or ten percent of the number of approved lots, or ten percent of the approved maximum building square footage.
  - 2. For residential buildings the size may be reduced or increased by five percent, provided the overall density of units does not increase and the minimum square footage requirements are met.
  - 3. Gross floor area of non-residential buildings may be decreased or increased by up to five (5) percent or ten thousand (10,000) square feet whichever is smaller.
  - 4. Floor plans may be changed if consistent with the character of the use.
  - 5. Horizontal and/or vertical elevations may be altered by up to five (5) percent.

6. Relocation of a building is permitted by up to ten (10) feet, if consistent with required setbacks and other standards.
  7. Designated "areas not to be disturbed" may be increased.
  8. Plantings approved in the final PUD site plan may be replaced by similar types of landscaping on a one-to-one or greater basis. Any trees to be preserved, which are lost during construction, may be replaced by at least two (2) trees of the same or similar species.
  9. Improvements or slight relocation of site access or circulation patterns are minor changes, such as inclusion of deceleration lanes, boulevards, curbing, and pedestrian or bicycle paths.
  10. Changes of building materials to another of higher quality can be made, with determined of quality a judgment of the building inspector.
  11. Slight modification of sign placement or reduction of size may be made.
  12. Internal rearrangement of a parking lot is possible if the change does not affect the number of parking spaces or alter access locations or design.
  13. Changes required by the City, county or state for safety reasons are a basis for a minor change.
- (8) It shall be understood that the petitioner agrees to install and/or construct all improvements in the approved site plan within twelve (12) months from the initiation of on-site construction, and to provide for their continued maintenance.
- (9) The Planning Commission may modify the foregoing requirements or waive them if it can be shown that no good purpose would be served in the preparation of a site plan.
- (10) The Planning Commission may require that a bond be posted by a developer(s) to assure that improvements connected with an approved site plan are made as proposed.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective November 11, 2019.

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

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Ordinance Amendment – Chapter 26, Signs**

City Manager Henne indicated that the proposed amendment corrects some issues in the current ordinance, clarifies the details surrounding specific types of signs, and ensures the City is compliant with the Reed v. Town of Gilbert Supreme Court ruling.

Justin Sprague, CIB Planning Consultant, relayed the opinion of the City's enforcement team that the current ordinance is tedious and confusing. He hopes the proposed amendment will provide some clarity for staff and the public.

A public hearing was conducted to receive citizen comment on the proposed repeal and replacement of Chapter 26, Signs, of the Code of Ordinances.

The following people commented regarding the proposed amendment:

Tom Manke, 2910 W. M-21, asked if car lots would still be allowed to use penant style flags, noting that if they aren't it would be detrimental to the business. He also took issue with the digital sign on the Lebowsky Center saying it is too large to comply with the ordinance and the City looks the other way on it.

Dale Frazier, owner of D&L Auto Sales, says he has used flags and streamers for years. He makes sure they are high enough and far enough back from the road so as not to block the view and he replaces them periodically to keep them looking fresh. He asked that Council not penalize people that mind safety rules and take care of their property. Staff indicated that streamer signs are prohibited by the proposed ordinance.

Burton Fox, 216 E. Oliver Street, encouraged the City to step up enforcement of the ordinance, particularly in regard to yard signs and campaign signs. He asked if the proposed ordinance contains time limits for how quickly a digital sign can change. The City's planning consultant indicated includes rules for how electronic messages are displayed.

There was discussion among Councilmembers, City staff, and the City's planning consultant regarding erring on the side of safety, if existing signs should be grandfathered in, penalizing business owners that take good care of their signage, and obtaining a sign variance from the ZBA. Mr. Sprague noted that owners of existing signs prohibited by the new ordinance would not be immediately forced to take their signs down, but if such a sign came down for any reason it would not be reapproved.

Councilmember and Planning Commission member Fear noted that the Planning Commission had debated about festoons extensively at multiple meetings and was unable to come up with a better recommendation. The problem is that not everyone keeps their property the way Mr. Frazier does and it is cleaner to prohibit them and not force staff into making subjective decisions about who's sign is in good condition and who's sign isn't.

Councilmember Law, the Council Representative on the Planning Commission, said he felt that Mr. Frazier's festoons did not present a danger and Council should not be in the business of regulating things that may happen someday. He also noted that he personally prefers pole signs to ground signs because of their greater visibility. That being said, he went on to say that he could live with the non-conforming appeals process.

Councilmember Pidek inquired about data regarding distracted drivers and signage. Mr. Sprague offered to obtain information and share it with Council.

Councilmember Bailey wanted to know how the City planned on getting the word out to local businesses if the ordinance passes. Planning Consultant Sprague noted that he planned to post the changes in the Building Department and further get the word out via newspaper and social media. City Manager Henne indicated they could also utilize the DDA and the Chamber of Commerce to help disburse the word.

Councilmember Fear noted that the Planning Commission had recommended the proposed ordinance unanimously.

Mayor Eveleth inquired whether the regulation set in the proposed ordinance were standard for most communities. Mr. Sprague noted that many are actually stricter, applying an aesthetic criteria as well. For the sake of safety he recommended removing as many distractions from around the road as possible.

Councilmember Fear indicated that she had wanted to figure out a way to allow car dealerships to keep using festoons but then the problem becomes a content related issue. They simply have to be allowed for everyone or for no one.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Mayor Pro-Tem Osika that the following ordinance be adopted:

## **ORDINANCE NO. 802**

### **TO REPEAL AND REPLACE CHAPTER 26, SIGNS, OF THE CODE OF THE CITY OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission believe Chapter 26, SIGNS, of the Code of the City of Owosso, also known as the Sign ordinance, to be content based posing potential liability to the city of Owosso; and

WHEREAS, the planning commission held a public hearing at their September 23, 2019 regularly scheduled meeting regarding the proposal to repeal and replace Chapter 26, SIGNS, in which no citizen comments were voiced or received; and

WHEREAS, the planning commission seeks the repeal and replacement of Chapter 26, SIGNS, in its entirety; and

WHEREAS, the City Council held a public hearing on October 21, 2019, heard all interested persons, and deliberated on the requested amendment.

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

SECTION 1. REPEAL. That Chapter 26, SIGNS, of the Code of Ordinances of the City of Owosso, is hereby repealed in its entirety.

SECTION 2. REPLACEMENT. The new Chapter 26, SIGNS, shall read as follows:

#### **ARTICLE I. - IN GENERAL**

##### **Sec. 26-1. – Short title.**

This ordinance shall be known as and may be cited as the City of Owosso Sign Ordinance.

##### **Sec. 26-2. - Purpose.**

- a. The purpose of this article is to regulate signs and to minimize outdoor advertising within the city so as to protect public safety, health and welfare; minimize abundance and size of signs to reduce visual clutter, motorist distraction, and loss of sight distance; promote public convenience; preserve property values; support and complement land use objectives as set forth in the City of Owosso Master Plan and this article; and enhance the aesthetic appearance and quality of life within the city. The standards contained herein are intended to be content neutral.
- b. These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the city so as to:
  1. Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.
  2. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
  3. Reduce visual pollution and physical obstructions caused by a proliferation of signs which would diminish the city's image, property values, and quality of life.

4. Recognize that the principal intent of commercial signs, to meet the purpose of these standards and serve the public interest, should be for identification of an establishment on the premises, and not for advertising special events, brand names, or off-premises activities; alternative channels of advertising communication and media are available for advertising which do not create visual blight and compromise traffic safety.
  5. Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs.
  6. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
  7. Protect the public right to receive messages, especially noncommercial messages such as religious, political, economic, social, philosophical and other types of information protected by the First Amendment of the U.S. Constitution.
- c. The regulations and standards of this article are considered the minimum necessary to:
1. Achieve a substantial government interest for public safety, aesthetics, protection of property values, and are intended to be content neutral.
  2. Allow for adequate and effective signage for business identification and other commercial speech, non-commercial speech, and dissemination of public information, including but not limited to, public safety information and notification as may be required by law.
  3. Prevent off-premises signs from conflicting with other allowed land uses.
  4. Maintain and improve the image of the city by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.
  5. Prohibit portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.
  6. Preserve and enhance the image of the City
  7. To prohibit all signs not expressly permitted by this chapter.
  8. To provide for the permitting of signage and the enforcement of the provisions of this chapter.
  9. Permit signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.

**Sec. 26-3. – 26-4. - Reserved.**

**ARTICLE II. - DEFINITIONS**

**Sec. 26-5. - Sign definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

**Abandoned sign.** Any sign which is still on the premises six (6) months after a business ceases to operate or moves from the location.

**Address sign:** Address numbers attached to the building or sign which are readily visible from the street.

**Administrator.** The City Manager or his designated representative within the City of Owosso.

**Alteration.** Any construction or repair which significantly changes a sign, including additions or deletions to the sign structure.

**Accessory sign:** A sign which pertains to the use of the premises on which it is located.

**Animated sign:** A sign which uses lights, moving parts, or other means to depict action, create an image of a living creature or person, or create a special effect or scene.

**Awning:** A roof like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, that projects from the wall of the building for the purpose of shielding a doorway, a window, or pedestrians from the elements.

**Awning sign:** A permanent sign painted on, printed on, or attached flat against the surface of an awning.

**Balloon sign:** A type of temporary, portable sign filled with air or gas.

**Banner:** A fabric, plastic or other sign made of non-rigid material without enclosing structural framework. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banner signs.

**Building marker.** Any sign indicating the name of a building and date of construction which is typically cut into a masonry surface and part of the building wall construction.

**Barber pole sign:** A permanent sign attached to the building in a vertical cylinder shape with moving and/or alternating colors.

**Business or campus center:** A grouping of two or more buildings on one or more parcels of property which may share parking, access and are linked by ownership giving the appearance of a unified grouping of uses.

**Changeable message sign:** A sign on which the message is changed mechanically, electronically or manually. The elements may be internally illuminated or may be illuminated by reflected light. The sign may be framed by permanent, nonmoving signage. Reference Electronic message sign (EMS) definition.

**Community special event sign:** Signs and banners, including decorations and displays celebrating a traditionally-accepted patriotic or religious holiday, or special municipal, school or other non-profit activities.

**Commemorative plaque:** A memorial tablet, commemorative plaque, or sign including historical identification sign, designating the name and date of significance, cut into or raised on any masonry surface, or when constructed of cast metal, with a total maximum sign area of ten (10) square feet.

**Construction sign:** A temporary sign identifying the name(s) of project owners, contractors, developers, realtors representing developers, architects, designers, engineers, landscape architects, and financiers of a project being constructed or improved; and not including any advertising of any product or announcement of availability of leasing space.

**Directional sign:** A sign which assists motorists in determining or confirming a correct route such as, enter, exit and parking signs...

**Display time:** The amount of time a message and/or graphic is displayed on an Electronic Message Sign.

**Double faced sign:** Signs with two parallel or nonparallel sign surfaces not more than 24 inches apart at any point on the opposite face.

**Downtown Historic District boundary:** As shown in the map.



**Electronic message sign (EMS):** A sign or portion of a sign, that displays an electronic image or video, which may or may not include text, including any sign or portion of a sign that uses changing lights or similar forms of electronic display such as LED to form a sign message with text and or images wherein

the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. This definition includes without limitation television screens, plasma screens, digital screens, flat screens, LED displays, video boards, and holographic displays.

**Fade:** A mode of message transition on an Electronic Message Sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**Feather or flutter sign:** Any sign that is comprised of material that is suspended or attached in such a manner to a pole or stake as to attract attention by waving, moving or fluttering from natural wind currents. It also includes similar signs that do not move or flutter. Feather or flutter signs are considered temporary signage.

**Festoon:** Temporary signage that is a string of ribbons, tinsel, small flags, pinwheels, streamer, pennants, or balloons, typically strung overhead.

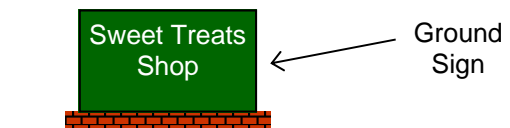
**Flag.** Any sign printed or painted on cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners.

**Flashing sign:** A sign which contains an intermittent or sequential flashing light source.

**Gas station canopy:** A freestanding, open-air structure constructed for the purpose of shielding service station islands from the elements.

**Gas station canopy sign:** Any sign that is part of, or attached to, the vertical sides of the gas station canopy roof structure.

**Ground or monument sign:** A sign extending upward from grade that is attached to a permanent foundation with either stone or masonry or is wrapped in a material so that the support structure is concealed.



**Historical marker:** A historical marker or historic marker is an indicator such as a plaque or sign to commemorate an event or person of historic interest and to associate that point of interest with a specific locale one can visit. Historical marker designation and plaque or sign size and placement may be regulated by local, state, or federal regulations and standards.

**Illegal sign:** A sign which does not meet the requirements of this article and does not have legal nonconforming status.

**Illuminated sign.** Any sign that provides artificial light directly on or through any transparent or translucent material, from a source of light connected with such sign, or a sign illuminated by a light with a source so obscured and shielded that no direct rays from it are visible from a public right-of-way or from an abutting property.

**Incidental sign:** A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on credit cards and business affiliations.

**Inflatable sign:** A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

**Institutional uses:** Meaning a use by public or quasi- public institution such as a religious organization, church, nonprofit organization, academic institution, library or hospital.

**Mansard:** A sloped roof or roof-like façade. Signs mounted on the face of a mansard roof shall be considered roof signs.

**Maintenance.** For the purposes of this chapter, the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

**Marquee:** A permanent roof-like structure or canopy, supported by and extending from the face of the building.

**Marquee sign:** A permanent sign attached to any part of a marquee other than the roof.

**Menu board sign:** A sign oriented to the drive through lane for a restaurant that advertises the menu available from the drive through window.

**Moving sign:** A sign in which the sign itself, or any portion of the sign, moves or revolves. A "rotating sign" is a type of moving sign. This definition does not include "changeable message signs."

**Mural:** A design or representation which is painted or drawn on the exterior surface of a structure and which does not advertise a business, product, service, or activity.

**Nonconforming sign:** A sign that does not comply with the size, placement, construction or other standards or regulations of this article, but were lawfully established prior to its adoption. Signs for which the zoning board of appeals has granted a variance are exempt and shall not be defined as nonconforming.

**Obsolete sign:** A sign that advertises a product that is no longer made or that advertises a business that has closed.

**Off-premises sign:** A sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located; a sign which directs travelers or provides a message unrelated to the site on which the sign is located, e.g. billboards.

**On-premises sign:** A sign providing the address and name of owner of a parcel of land; a sign advertising a business, service or product sold or produced on the same site or parcel.

**Outline tubing sign:** A sign consisting of glass tubing, filled with a gas such as neon, which glows when electric current is sent through it including neon and luminous tube. Outline tubing signs shall also apply to signs consisting of LED tubing. Accent lighting not spelling words shall not be considered signage.

**Owosso Historic District Commission:** Formed in the fall of 2010, this regulatory commission is responsible for reviewing all applications for exterior work that is completed in within the Downtown Historic District Commission (HDC) boundaries.

**Owner.** A person regarded as such on city tax records, or a tenant of the premises so designated by the administrator.

**Parapet:** The extension of a false front or wall above a roof line. Signs mounted on the face of a parapet shall be considered wall signs.

**Pennant.** A flag or banner that tapers to a point. A pennant is considered a temporary sign.

**Pole sign:** A sign supported on the ground by a pole, braces, and not attached to any building or other structure.

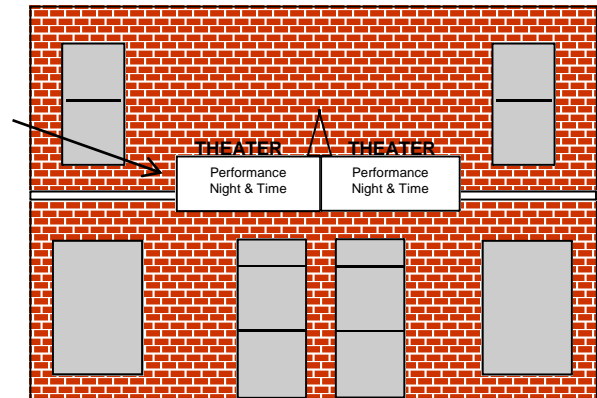
**Permanent sign:** A sign designed to be installed permanently in the ground or wall of a building that is constructed out of durable materials.

**Portable sign:** A temporary sign designed to be moved from place to place by wheels, whether or not it is attached to the ground or a structure. Portable may include changeable signage area.

**Premises.** The contiguous land in the same ownership or control which is not divided by a public street.

**Principal building.** The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages, and other clearly accessory uses shall not be considered principal buildings.

Marquee Sign



Pole Signs



**Projecting sign:** A sign, other than a wall sign, that is affixed to any building or wall and whose leading edge extends more than 12 inches beyond such building or wall. The leading edge may extend over the public right of way.

**Public sign:** A sign erected in the public interest by or upon orders from a city, state, or federal public official. Examples of public signs include: legal notices, safety signs, traffic signs, memorial plaques, signs of historical interest, and similar signs.

**Real estate development sign:** A sign that is designed to promote the sale or rental of lots, homes, or building space in a real estate development (such as a subdivision or shopping center) which is under construction on the parcel on which the sign is located.

**Real estate sign:** An on-premises temporary sign advertising the property or structure's availability for sale or lease.

**Regulatory sign:** A sign installed by a public agency to direct traffic flow, regulate traffic operations and provide information in conformance with the Michigan Manual of Uniform Traffic Control Devices.

**Residential entranceway sign:** A permanent sign which marks the entrance to a subdivision, apartment complex, condominium development, or other residential development.

**Roof line:** The top edge of a roof or building parapet, whichever is higher, excluding cupolas, pylons, chimneys, or similar minor projections.

**Roof sign:** A temporary sign or permanent sign erected upon, against, or directly above a roof or on top of or above the parapet of a building, or signs where any portion of the sign extends above the roof of the building where the sign is located.

**Sandwich board sign:** A temporary sign containing two separate faces which are attached to one another at the top by one or more hinges or fasteners and which when placed upon the ground will stand upright without any additional support.

**Sign:** A sign means any structure or wall or other object used for the display of any message, and includes but is not limited to any bill, poster, placard, handbill, flyer, painting, balloon, streamer or other similar object in any form whatsoever which may contains printed or written matter in words, symbols, or pictures, or in any combination thereof attached to or affixed to the ground or any structure.

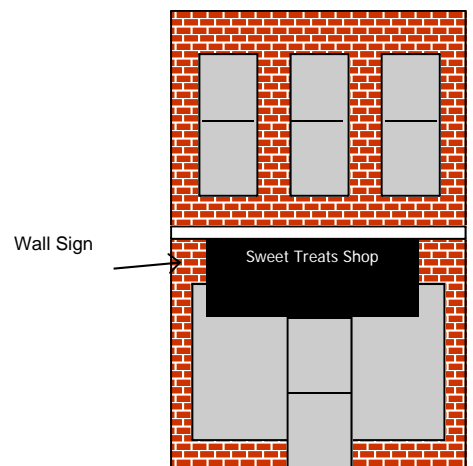
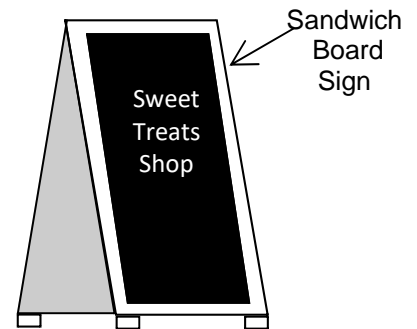
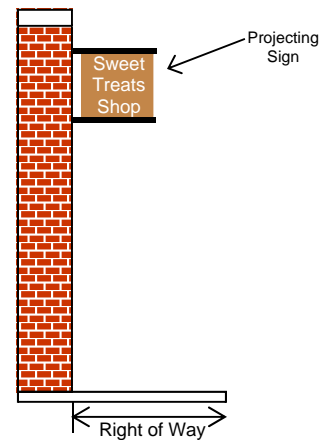
**Temporary sign:** A sign constructed of paper, cloth, canvas, plastic, cardboard, wall board, plywood, or other like material that are constructed for limited time use, lack a permanent foundation or mounting, or is determined by the Ordinance Enforcer to be displayed for a limited time.

**Time and temperature sign:** Signs which display the current time and/or temperature only.

**Vehicle sign:** Signs affixed to a parked vehicle or truck trailer which is being used principally for advertising purposes. This does not include the use of business logos, identification or advertising on vehicles primarily and actively used for business purposes and/or personal transportation on a daily basis.

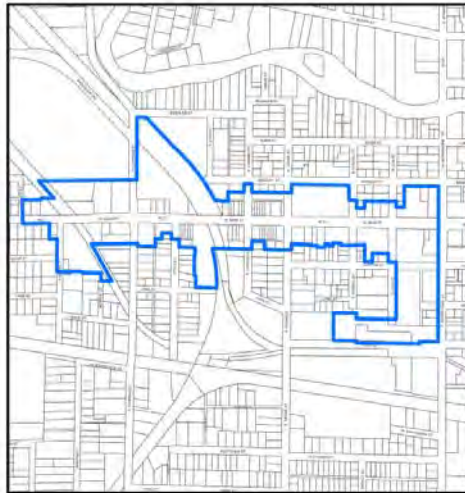
**Wall sign:** A sign attached parallel to and extending not more than 12 inches from the wall of a building.

**Westtown boundary:** As shown in the map.



## Westtown Boundary

**Legend**  
— Westtown  
□ City Parcels



**Window sign:** A sign located in or on a window which is intended to be viewed from the outside. This includes TV or computer screens placed in the window visible from the outside.



## **ARTICLE III. - GENERAL PROVISIONS**

### **Sec. 26-6. Applicability; effect and scope.**

The regulations of this chapter shall apply to all signs visible from a public right-of-way, private road, public park or residentially zoned property located within the City of Owosso.

### **Sec. 26-7. – Sign permits.**

- a. All signs are subject to the general and specific regulations of this chapter whether they require a permit or not. Any sign permitted under the ordinance may contain either a commercial or noncommercial message.
- b. Any signs within the Downtown Historic District shall meet and be reviewed for all requirements of the Owosso Historic District Commission prior to submittal of a permit to the City of Owosso.
- c. It shall be unlawful for any person to erect, re-erect, change panels, make an alteration, or relocate any sign unless a permit shall have been first obtained from the administrator, and a permit fee paid in accordance with the schedule adopted by resolution of the city council. Electrical signs shall, in addition, require an electrical permit.
- d. Applications for sign permits and the appropriate nonrefundable fee shall be made upon forms provided by the building department for this purpose and in accordance with application specifications published by the administrator. These specifications shall be as complete in form as necessary for evaluation of the sign in relationship to the requirements of this chapter.
- e. Within ten (10) days of receiving an application for a sign permit, the administrator shall review it for completeness. If the administrator finds that it is complete, the application shall then be processed. If the administrator finds that it is incomplete, the administrator shall, within such ten (10) day period, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this chapter. If it is discovered that the sign permit application contains any false information, the administrator may revoke the permit or deny the application, whichever is appropriate.
- f. The administrator shall issue a permit within ten (10) days of receipt of a valid application, provided that the sign complies with all applicable laws and regulations of the city. In all applications, where a matter of interpretation arises, the more specific definition or higher standard shall prevail.
- g. When a permit is denied, the administrator shall within ten (10) days, give a written notice to the applicant along with a brief statement of the reasons for denial, citing code sections and interpretation of possible nonconformity.
- h. Unless otherwise indicated, no person shall conceal any portion of such work until it has been inspected and approved by the administrator. The administrator shall inspect the work completed in conformance with the approved permit and applicable codes. If the construction is not complete within six months of the permit issuance date, the permit shall expire.

### **Sec. 26- 8. – Signs exempt from permit regulations.**

The following signs are exempted from permit requirements but must be in conformance with all other requirements of this chapter:

- a. Address signs
- b. Building marker
- c. Commemorative plaque
- d. Historical marker sign
- e. Directional signs
- f. Public signs and regulatory signs
- g. Temporary signs as detailed in this chapter
- h. Time and temperature signs
- i. Window signage

### **Sec. 26-9. - Prohibited signs.**

The following signs are prohibited in all districts:

- a. Abandoned signs
- b. Balloon signs

- c. Festoons
- d. Flashing signs
- e. Illegal signs
- f. Inflatable signs
- g. Moving signs excluding barber shop poles
- h. Obsolete signs
- i. Off-premise signs, unless otherwise specified in this chapter
- j. Outline tubing signs
- k. Pennants
- l. Portable signs
- m. Roof signs
- n. Vehicle signs
- o. Non-regulatory signs placed in any public right-of-way; attached to a utility pole; or affixed to a tree, street furniture, or waste receptacles.
- p. Any sign which simulates or imitates in size, color, lettering, or design, any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the drivers of motorized vehicles.
- q. Signs which obstruct or impair the vision of motorists or non-motorized travelers at any intersection, driveway, within a parking lot or loading area.
- r. Signs which obstruct the minimum 5 feet of clearance required for Barrier Free accessibility.
- s. Signs which obstruct free access or egress from any building, including those that obstruct any fire escape, required exit way, window, or door opening or that prevent free access to the roof by firefighters

**Sec. 26-10. - General standards for permitted signs.**

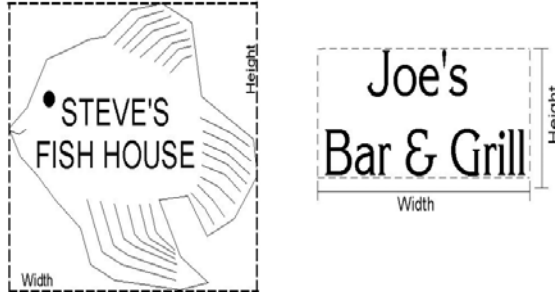
The following regulations shall apply, unless otherwise specifically stated in this chapter, to all signage erected or located in any zoning district within the city:

- a. The current edition of the Michigan Building Code shall be in full force and effect in the City as if set out fully herein. Complete printed copies of the code are available for public use and inspection at the office of the city clerk.
- b. Sign setbacks.
  - 1. All signs, unless otherwise provided for, shall be set back a minimum of five feet from any public or private street right-of-way line or access drive in all districts. This distance shall be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the ground to the right-of-way.
  - 2. Side yard setbacks for signs shall be the same as that required for the main structure or building.
- c. Adequate sight distance. In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
- d. Illumination.
  - 1. Signs may be illuminated, but only by steady, stationary, shielded light sources directed solely at the sign or internal to the sign.
  - 2. Use of glaring undiffused lights, bare bulbs, or flames is prohibited.
  - 3. External sources of illumination shall be shielded and directed to prevent glare onto neighboring properties or the public right of way.
  - 4. Underground wiring shall be required for all illuminated signs not attached to a building.
- e. Maintenance, construction and design.
  - 1. All signs shall be maintained in good structural condition at all times...
  - 2. All signs shall be kept neatly painted, stained, sealed or preserved including all metal, wood or other materials used for parts and supports.
  - 3. All signs, including any cables, guide wires, or supports shall have a minimum clearance of four feet from any electric fixture, electric line, street light, or other public utility pole or standard.

4. Signs shall not be constructed from materials that are remnants or manufactured for a different purpose.
- f. Addresses. Addresses shall be in compliance with the International Fire Code requirements for number size and visibility from the public right of way.
- g. Noncommercial speech. Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.
- h. Directional Signs.
  1. Private On-premise directional signs.
    - a) Not more than one directional sign shall be permitted for each approved driveway entrance from a right of way, with a maximum sign area of six square feet per sign, and a maximum height of six feet.
    - b) Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable sign square footage.
    - c) Directional signage located within a business center not adjacent to a public right of way shall be governed by the property owner.
  2. Private Off-Premise Directional Signs. Private off-premise directional signs which provide directions to a commercial or industrial establishment which is not located on a primary street within the city shall be allowed on private property provided there exists a written agreement between the property owner and the business/industry. Said agreement shall be filed with the city of Owosso.
    - a) Off-premise directional signs shall be no greater than twelve (12) square feet.
    - b) Sign lettering may only display the off-premise business name, address, and an arrow indicating direction.
    - c) Off-premise directional signs shall only be located on B-2, B-3, B-4, I-1, and I-2 Districts.
  3. Public Off-Premise Directional Signs: Public off-premise directional signs erected by the City, City affiliated organization or State of Michigan shall be permitted in the street right-of-way
- i. Temporary signs. Temporary signs as defined in Sec. 26-5 are allowed with a permit subject to the following:
  1. Size of Temporary Signs: The total aggregate sign area of all temporary signs on any one site shall not exceed 30 square feet. The maximum size of individual temporary signs shall not exceed twenty 20 square feet in area. Temporary signs shall not be higher than 42 inches above average mean grade of the yard on which it is placed.
    - a) Exceptions:
      1. For uses other than one and two family dwellings, temporary signs for buildings under construction shall be a maximum size of 10% of the square foot area of the front of the structure, and not more than 20 feet in height.
      2. One temporary sign located on vacant land that is for sale or for lease, when the parcel exceeds two acres in area, shall be allowed to have a size equal to 64 square feet of sign area (total), but not more than 32 square feet per sign face and not more than 8 feet in height.
    - b) Location of Temporary Signs:
      1. Temporary signs shall not be attached to any utility pole or be located within any public right-of-way.
      2. Temporary signs shall not be erected in such a manner that they will or reasonably may be expected to interfere with, obstruct, confuse or mislead traffic.
      3. Temporary signs cannot be placed or constructed so as to create a hazard of any kind.
      4. Prior to the erection or placement of a temporary sign, the permission of the property owner where the sign is to be located must be secured.
      5. Signs shall be located so as to comply with the corner clearance requirements of the ordinance.
      6. Temporary signs shall not be illuminated.
    - c) Time Limitations for Temporary Signs: Temporary signs shall be removed within 60 days of placement, except for temporary signs that are located on real property that is for sale or lease. Temporary signs are permitted for 60 days in a 120-day period.

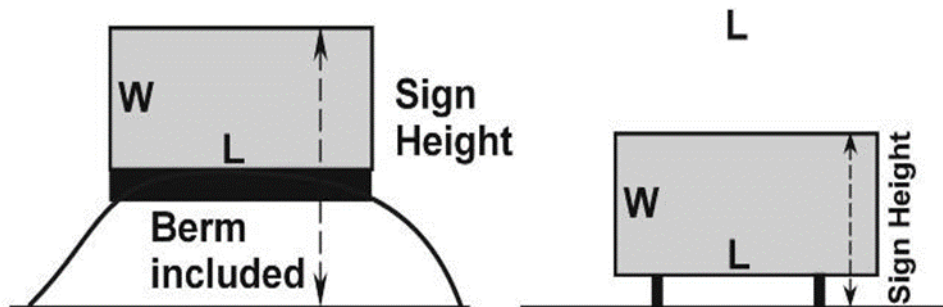
- j. Measuring sign area and height.
  1. Measurement of allowable sign area (see Figure 26.1 Guidelines for Measuring Sign Face Square Footage below).

**Figure 26.10a. How to Measure Sign Face**



2. The sign area shall include the surface area which encloses the extreme limits of the sign copy together with the frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding only the structure necessary to support the sign.
3. Measurement of sign height. Sign height shall be the vertical distance measured from the point of ground immediately beneath the sign to the highest point of the sign, including decorative embellishments. Where the ground elevation beneath a sign varies, the average grade of the ground within a five-foot radius of the sign structure shall be used. The average grade shall be the highest point within said radius plus the lowest point within said radius, divided by two. Any filling, berming, mounding or excavating solely for the purpose of locating the sign shall not be included in the calculation of average grade.

**Figure 26.10b. How to Measure Sign Height**



**Sec. 26-11. - Nonconforming signs.** Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this chapter, but were lawfully established prior to its adoption. Signs for which the board of appeals has granted a variance are exempt and shall not be defined as nonconforming. It is the intent of this article to encourage eventual elimination of nonconforming signs in a timely manner. This objective is considered as much a subject of public health, safety and welfare as the prohibition of new signs in violation of this article. Therefore, the purpose of this article is to remove illegal nonconforming signs while avoiding any unreasonable invasion of established private property rights. A nonconforming sign may be continued and shall be maintained in good condition as described elsewhere in this article, however, the following alterations are regulated:

- a. A nonconforming sign shall not be structurally altered or repaired so as to prolong its useful life or so as to change its shape, size, type or design unless such change shall make the sign conforming.

- b. A nonconforming sign shall not be replaced by another nonconforming sign.
- c. A nonconforming sign shall not be reestablished after abandonment as defined in section 26-22, dangerous, unsafe, abandoned, and illegally erected signs.
- d. A nonconforming sign must not be reestablished after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost as determined by the building official/zoning administrator or if 50 percent or more of the face of the sign is damaged or destroyed.

**Sec. 26-12. - Dangerous, unsafe, abandoned, and illegally erected signs.**

- a. Dangerous signs. Any sign constituting an immediate hazard to health or safety shall be deemed a nuisance and may be immediately removed by the city and the cost thereof charged against the owner of the property on which it was installed.
- b. Unsafe signs. Any sign that becomes insecure, in danger of falling, or otherwise unsafe but not considered an immediate danger by the building official/zoning administrator to the health or safety of the public shall be removed or repaired according to the process outline in paragraph 5. below.
- c. Abandoned signs. Any sign that advertises a business that has been discontinued for at least 90 days or that advertises a product or service that is no longer offered shall be deemed abandoned. Permanent signs applicable to a business temporarily suspended by a change in ownership or management shall not be deemed abandoned unless the structure remains vacant for at least six months. An abandoned sign shall be removed by the owner or lessee of the premises. If the owner or lessee fails to remove the sign, the building official/zoning administrator shall initiate the process noted in paragraph e. below.
- d. Illegally erected signs. The building official/zoning administrator shall order the removal of any sign erected illegally in violation of this article, according to the process outlined in paragraph e. below.
- e. **Process for enforcing violations of section 26-5, dangerous, unsafe, abandoned, and illegally signs. For violations of section 26-5, the building official/zoning administrator shall notify the owner of the property on which the sign is located.** Verbal notices or those sent by first class mail shall be sufficient notice. Where a sign erected in violation of this article is considered dangerous or unsafe, the notice shall inform the owner to remove said sign(s) immediately and property owners of other illegal signs on private property shall be granted a reasonable period of time within which to remove the sign, as determined by the building official/zoning administrator. Should the property owner fail to remove the sign(s) within the time specified, or if a sign is erected within any right-of-way or public property, the building official/zoning administrator, or their designee, shall have the authority to remove the sign, and the property owner shall be liable for the cost thereof.

**Sec. 26-13. - Administration of sign ordinance standards.**

- a. Generally. The regulations of this article shall be administered and enforced by building official/zoning administrator.
- b. Signs in the public right of way. In addition to the penalties prescribed below, any sign erected in the public right of way may be removed by the ordinance enforcer and stored in a safe location for at least 48 hours. During this period of time, the sign owner may obtain the sign from the City upon request and payment of a fee established in the City's Fee Schedule which will cover the cost of removal and storage. After 48 hours, the City may dispose of the sign.
- c. Violations. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, use or maintain any sign in the city, or cause or permit the same to be done, contrary to or in violation of any of the standards and regulations of this article. Any such violation, including the failure to remove a sign when directed under the authority of this article, shall constitute a misdemeanor punishable in accordance with section 34-231 of the Owosso Code of Ordinances.

**Sec. 26-14. – Board of Appeals**

- a. Organization. The sign board of appeals shall be the zoning board of appeals as organized in chapter 38.
- b. Powers and duties.

1. Hear and decide appeals by the sign permit applicant from a decision of the administrator denying, or failing to grant a sign permit within 30 days of application.
2. Grant variances from the requirements of this chapter as part of the disposition of an appeal from action of the administrator denying or failing to grant a sign permit.
3. Hear and decide appeals of a determination by the administrator that a sign must be removed for noncompliance with this chapter.
4. Interpret the provisions of this chapter.
- c. Grounds for variance. The board of appeals may grant a variance from the provisions or requirements of this chapter only where:
  1. The literal interpretation and strict application of the provisions and requirements of this chapter would cause undue and unnecessary hardship to the sign user because of unique or unusual conditions pertaining to the specific building or parcel of property in question.
  2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity.
  3. The unusual conditions applying to the specific property do not apply generally to other properties in the city.
  4. The granting of the variance will not be contrary to the general objective of this chapter of moderating the size, number and obtrusive placement of signs and the reduction of clutter.
  5. Support for hardship. Where there is insufficient evidence, in the opinion of the board of appeals, to support a finding of "undue and unnecessary hardship" under subsection (a) of this section, but some hardship does exist, the board may consider the requirement fulfilled if:
    - a) The proposed sign is of particularly good design and in particularly good taste.
    - b) The entire site has been or will be of particularly good design and in granting a variance, the board may attach thereto such conditions regarding the location, character and other features of the proposed sign as it may deem necessary to carry out the spirit and purpose of this chapter in the public interest.
  6. Notice of hearing. Shall be done in accordance with the Michigan Zoning Enabling Act, Act 110 of 2006 and any amendments to said Act.

**Sec. 26-15—26-19. - Reserved.**

#### **ARTICLE IV. – SPECIFIC SIGN STANDARDS**

**Sec. 26-20. - Signs Permitted in Residential One-family Residential (R-1), Two-family Residential (R-2), Attached One-family Residential (R-T), Multiple-family Residential (RM-1) and Multiple-family Residential – High rise (RM-2) Districts Signage Table**

<b>Type</b>	<b># Allowed</b>	<b>Max Height</b>	<b>Max Size</b>
<b>Wall</b>	1 per business		Not exceed 10% facade
<b>Awning</b>	1 per business		Not exceed 10% facade
<b>Ground</b>	1 per parcel	6 feet	24 square feet per side
<b>Ems</b>	Institutional use only *		50% of allowed ground sign
<b>Subdivision/Development Entrance</b>	Entrance to development	6 feet	24 square feet per side
<b>Business Placard (B &amp; B)</b>	1 per residence		2 feet x 3 feet

**Sec. 26-21. - Signs Permitted in Residential One-family Residential (R-1), Two-family Residential (R-2), Attached One-family Residential (R-T), Multiple-family Residential (RM-1) and Multiple-family Residential – High rise (RM-2) Districts Signage.**

- a. The following signs are permitted in the R-1, R-2, R-T, RM-1 and RM-2 zoning districts subject to the following requirements:
  1. Wall Sign.
    - a) One wall sign per business not to exceed 10% of front façade for all uses other than single family homes, duplexes, and attached condominiums.



- b) No wall sign shall extend above the roof or parapet of the structure to which it is attached. No wall sign shall have a thickness greater than 12 inches measured from the wall to which it is attached.
  - c) No wall sign shall be attached to a wall at a height less than eight feet above any sidewalk.
- 2. Awning signs may be used as an alternative or in addition to wall signs for all uses other than single family homes, duplexes, and attached condominiums, provided that they meet the following standards:
  - a) Awning signs and wall signs must not exceed 10% of front façade
  - b) Any sign area on an awning shall be included in calculations of maximum wall sign square footage.
  - c) Awning signs shall be set back at least two feet from any street curb-line, shall not extend more than six feet over the public right-of-way, and shall leave a minimum clearance of eight feet above the ground and shall not project over an alley or private access lane.
  - d) No awning sign shall extend above the roof or parapet of the structure to which it is attached.
  - e) Awning signs shall not be internally illuminated.
- 3. Home Occupations as allowed and defined in Sec. 38-394 shall be permitted a sign not to exceed a size of 2' x 3' mounted flush to the building. The sign may be illuminated, provided such illumination is concentrated on the surface of the sign and is so located as to avoid glare or reflection onto any portion of an adjacent street or highway, into the path of oncoming vehicles, or on any adjacent premises. In no event, shall any home occupation sign have flashing or intermittent lights, nor shall the lights be permitted to rotate or oscillate.
- 4. Bed and breakfast signs as detailed in Chapter 7 of the Owosso City Code.
- 5. Ground Sign shall be permitted as follows for all uses other than single family homes, duplexes and attached condominiums:
  - a) Not more than one ground sign is permitted per parcel.
  - b) The top of the ground sign shall be no more than six feet above ground level.
  - c) A ground sign shall not extend closer than 5 feet to any part of the public right of way and shall meet the adequate sight distance requirements of this chapter.
  - d) No ground sign shall have an area exceeding 24 square feet per side.
  - e) A ground sign shall be located on the same parcel as the use.
  - f) In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, the location of the sign shall be such that a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
- 6. One electronic message sign, meeting the above requirements, may be permitted for institutional uses located in a residential district when meeting the following requirements:
  - a) The institutional use is located on a major or minor arterial or collector road.
  - b) The size of the electronic message sign shall be no greater than 50% of the allowable ground sign square footage.
- 7. Residential Entryway/Ground Sign shall be permitted as follows at the entrance of a residential subdivision:
  - a) Entryway Sign:
    - 1. The top of the ground sign shall be no more than six feet above ground level.
    - 2. A ground sign shall not extend closer than 5 feet to the adjacent public right of way and shall meet the adequate sight distance requirements of this chapter.
    - 3. No ground sign shall have a single surface area exceeding 24 square feet per side.
    - 4. A ground sign shall be located on the same parcel or at the vehicular entrance to identify a subdivisions, apartment complexes, condominium communities, senior housing complexes, manufactured housing communities, or similar residential uses.
  - b) Real Estate Sales Sign:
    - 1. One temporary sign located on vacant land that is for sale or for lease or a residential development that has site plan approval and is under construction, and when the

parcel exceeds two acres in area, shall be allowed to have a size equal to 64 square feet of sign area (total), but not more than 32 square feet per sign face and not more than 8 feet in height.

2. Real Estate Sales signs must be removed after the last lot/parcel/residence is sold/leased in the development.
8. Temporary signs per Sec. 26-10(i) of this chapter and:
  - a) Temporary signs include, but are not limited to the following:
    1. For a single dwelling or building or vacant land: an on-site real estate sign, advertising the premises for sale, rent or lease.
    2. An on-site sign advertising an on-going garage, estate or yard sale.
    3. Noncommercial signs which contain noncommercial information or directional messages.
    4. Political signs.
    5. Holiday or other seasonal signs.
    6. Construction signs for buildings under construction. See Real Estate Development Sign requirements.
    7. All temporary signs must comply with the sign size and height standards as specified in the sign dimensional standards and regulations table.
  - b) Location of temporary signs shall comply with the following:
    1. Temporary signs shall not be attached to any utility pole or be located within any public right-of-way.
    2. Temporary signs shall not be located closer than 20 feet to the edge of the traveled portion of the roadway, nor shall they be located within any dedicated right-of-way.
    3. Temporary signs shall not be erected in such a manner than they will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic.
    4. Temporary signs cannot be placed or constructed so as to create a hazard of any kind.
    5. Temporary signs may not be posted on private property without first obtaining the permission of the property owner.
    6. Signs shall not be located within any clear vision triangle, as described in section 38-388 Corner Clearance.
  - c) Time limitations for temporary signs. Each temporary sign shall be removed within 60 days of placement. Furthermore, no sign may be erected on a single parcel for more than 60 calendar days out of every 120 calendar days.

**Section 26-22. - Signs Permitted in Local Business (B1), Planned Shopping Center (B2), Central Business (B3) and General Business (B4) Districts Signage Table**

<sup>1</sup> Lots fronting on two (2) or more streets are allowed the permitted signage for each street frontage, but signage cannot be accumulated and used on one (1) street in excess of that allowed for lots with only one street frontage.

<sup>2</sup> Additional wall signage is permitted per Section 26.23.a.2.c

<sup>3</sup> Additional pole sign may be permitted per Section 26.23.e

<sup>4</sup> The percentage figure here shall mean the percentage of the area of the wall of which such sign is a part or to which each such sign is most nearly parallel.

Zone District										
Sign Type	OS-1	B-1	B-2	B-3	B-4	I-1	I-2	PU D	P1	C-OS
Pole sign <sup>1,3</sup> (number allowed)	NA	1	1	1	1	1	1	Signage as per Section 26.23.e	See Section 26.23.a.2.c	
Pole sign area (square feet)		40	40	40	40	40	40			

<b>Pole sign height max (feet)</b>		20 or building height	20 or building height	20 or building height	20 or building height	20 or building height	20 or building height			
<b>Sign Setback (feet)(c)</b>	5	5	5	5	5	5	5			
<b>Ground Sign<sup>1</sup> (number allowed)</b>	1	1*	1*	1*	1*	1	1			1*
<b>Ground sign height max (feet)</b>	NA	6	6	6	6	6	6			6
<b>Ground Sign area (square feet)</b>	40 per side	40 per side	40 per side	40 per side	40 per side	40 per side	40 per side			40 per side
<b>Wall sign <sup>1,2</sup> (number allowed)</b>	1	1 per business	1 per business	1 per business	1 per business	1	1			
<b>Wall area <sup>4</sup></b>	10%	10% or 100 square feet, whichever is less	10% or 100 square feet, whichever is less	10% or 100 square feet, whichever is less	10% or 100 square feet, whichever is less	20% or 200 square feet, whichever is less	20% or 200 square feet, whichever is less			
<b>EMS sign as part of pole sign or ground sign (% of sign changeable)</b>	50%	50%	50%	50%	50%	50%	50%			
<b>Window Signs (max square ft)</b>		25% first floor window	25% first floor window	25% first floor window	25% first floor window					

**Sec. 26-23. Signs Permitted in Local Business (B1), Planned Shopping Center (B2), Central Business (B3) and General Business (B4) Districts Signage.**

a. Wall Sign:

1. Any signs within the Downtown Historic District shall meet and be reviewed for all requirements of the Owosso Historic District Commission prior to submittal of a sign permit, and prior to installation of new signage or modification of existing signage.
2. Wall signs may be used provided that they meet the following standards:
  - a) One wall sign per business not to exceed 10% of front façade or 100 square feet, whichever is less is permitted.
  - b) No wall sign shall extend above the roof or parapet of the structure to which it is attached.
  - c) Businesses located on a second public right of way, public parking lot or public alley shall be allowed up to two wall signs, one for each front façade. The maximum wall sign area shall not exceed ten percent of the front façade of the building per use or business establishment.
  - d) Additional wall sign square footage is permitted when the following is met:
    1. 201 - 400 linear feet of building frontage facing a public street and having a public entrance is allowed a maximum wall sign area of 150 square feet.
    2. Greater than 400 linear feet of building frontage facing a public street and having a public entrance is allowed a maximum wall sign area of 200 square feet

- e) No wall sign shall have a thickness greater than 12 inches measured from the wall to which it is attached.
  - f) No wall sign shall be attached to a wall at a height less than eight feet above any sidewalk.
- b. Ground Sign
  - 1. Ground Sign may be used provided that they meet the following standards:
    - a) The top of the ground sign shall be no more than six feet above ground level.
    - b) A ground sign shall not extend closer than 5 feet to the public right of way.
    - c) No ground sign shall have an area exceeding 40 square feet per side.
    - d) A ground sign shall be located on the same parcel as the building or use to which it is accessory.
    - e) An additional ground sign may be permitted if access to the parcel is provided from two public streets.
    - f) In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, the location of the sign shall be such that a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
- c. Changeable or electronic message sign
  - 1. Changeable or electronic message signs as part of a wall or ground sign when the following requirements are met:
    - a) Changeable or electronic message signs are not permitted within the historic district boundary.
    - b) One changeable or electronic message signs sign shall be permitted per premises, but not both.
    - c) The area of a changeable or electronic message sign shall not exceed half the total area of the sign.
    - d) Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.
    - e) Electronic messages shall not flash, fade in or out, or scroll.
    - f) Any voids or burned out bulb in an electronic display shall be replaced within 10 days of city notification.
  - 2. One gasoline price sign is permitted for a gas station canopy with an area not to exceed ten percent of the canopy façade.
- d. Pole Signs
  - 1. Pole signs may be used provided that they meet the following standards:
    - a) Pole signs are not permitted within the historic district boundary.
    - b) A pole sign may stand no higher than the building it represents or 20 feet above the level of the ground, upon which the sign is mounted, whichever is less.
    - c) A pole sign shall not extend closer than 5 feet to the public right of way.
    - d) The lower edge of the pole sign shall be is eight feet or more above the ground level.
    - e) No pole sign shall have a single surface area exceeding 40 square feet per side.
    - f) A pole sign shall be located on the same parcel of property as the building or use to which it is accessory.
    - g) Changeable or electronic message signs as part of a pole sign when the following requirements are met:
      - 1. Changeable or electronic message signs are not permitted within the historic district boundary.
      - 2. One changeable or electronic message sign shall be permitted per premises, but not both.
      - 3. The area of a changeable or electronic message sign shall not exceed half the total area of the sign.
      - 4. Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.
      - 5. Electronic messages shall not flash, fade in or out, or scroll.

6. Any voids or burned out bulb in an electronic display shall be replaced within 10 days of city notification.
- h) One gasoline price sign is permitted for an overhead gas pump awning with an area not to exceed ten percent of the awning façade.
- e. Number of pole or ground signs. Not more than one pole or ground sign may be erected accessory to any single building, structure, or shopping center regardless of the number of separate parties, tenants or uses contained therein; provided however, a property may have two pole or ground signs when the following is met:
  1. If fronting along two or more right of ways, 1 ground sign is allowed on each right of way
  2. If there is greater than 300 feet of frontage along one right of way, 2 ground signs are allowed on such right of way.
- f. Awning
  1. Projecting and awning signs may be used as an alternative or in addition to wall signs provided that they meet the following standards:
    - a) Any sign area of an awning or projecting sign shall be included in calculations of maximum wall sign square footage.
    - b) Awning or projecting signs shall be set back at least two feet from any street curb-line, shall not extend more than six feet over the public right-of-way, and shall leave a minimum clearance of eight feet above the ground and shall not project over an alley or private access lane.
    - c) No awning or projecting sign shall extend above the roof or parapet of the structure to which it is attached.
    - d) Wood posts or supporting arms shall not be used in conjunction with any projecting sign.
    - e) Awning signs shall not be internally illuminated.
    - f) If any projecting sign is suspended over a public property, public street, sidewalk or alley, the owner shall at all times carry liability insurance in such amounts as are satisfactory to the city, and issued by companies acceptable to the city, licensed in the state of Michigan naming the city as an additional insured on any such policy. The owner will file with the city certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the city shall be given 30 days' written notice before a cancellation in coverage may occur.
    - g) If at any time the insurance policy obtained to subsection (9)(G) is canceled, the projecting sign shall be immediately removed. In the event the projecting sign is not removed, the City of Owosso shall have the right to remove the sign and repair the façade at the expense of the property owner.
- g. Marquee
  1. Marquee signs shall be permitted within the Historic district and Westtown district for theater uses as follows:
    - a) The bottom of the marquee sign shall be a minimum of eight feet above the ground.
    - b) A marquee shall not project over a public street. For purposes of this section, a public sidewalk is not considered to be a public street.
    - c) A marquee sign shall not project greater than 48 inches beyond the property line. In measuring the sign's projection, the measurement shall be taken from the building from which it protrudes, including any open area between the wall face and the sign face.
    - d) One marquee shall be permitted per public entrance.
    - e) The total size of a marquee sign shall not exceed one and one-half square feet per lineal foot of building frontage. The total square feet of a marquee sign shall be subtracted from the total allowable wall signage square footage for the district.
    - f) No marquee sign shall project into an alley or truck service driveway.
    - g) If any marquee sign is suspended over a public property, public street, sidewalk or alley, the owner shall at all times carry liability insurance in such amounts as are satisfactory to the city, and issued by companies acceptable to the city, licensed in the state of Michigan naming the city as an additional insured on any such policy. The owner will file with the city certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the city shall be given 30 days' written notice before a cancellation in coverage may occur.

- h) If at any time the insurance policy obtained to subsection (9)(G) is canceled, the marquee shall be immediately removed. In the event the marquee is not removed, the City of Owosso shall have the right to remove the sign and repair the façade at the expense of the property owner.
  - h. Menu Boards
    - 1. Menu board signs may be used provided that they meet the following standards:
      - a) Menu display boxes shall be constructed of high-quality materials, and their size, location, and design shall be appropriate to the character of the building and the restaurant.
      - b) Menu signs, including display box, shall not exceed 25 square feet in area and 6 feet in height.
  - i. Sandwich Board
    - 1. Sandwich board signs are permitted within the Historic District and Westtown district subject to the following requirements:
      - a) One sign per entrance shall be permitted regardless of the number of tenants on the premises.
      - b) The sign shall be located on the sidewalk.
      - c) The sign is permitted only during operating business hours and must be stored inside when the establishment is not open to the general public.
      - d) Each sign shall not exceed an overall height of 4 feet and a maximum square footage of 8 per side.
      - e) No sign shall be located in such a manner as to interfere with vehicular traffic flow or visibility.
      - f) Sign placement shall permit for the minimum 5 feet of clearance required for Barrier Free accessibility, which includes but is not limited to placement on a sidewalk.
      - g) No sign shall be placed as to obstruct any door or opening used as a means of egress or as to prevent free passage.
      - h) All signs must be constructed of weather-proof, durable material, have a professionally-made appearance and be kept in good repair.
      - i) Sandwich board signs may not be illuminated by any means and may not have moving parts.
      - j) The owner of a sidewalk/sandwich board sign shall at all times carry liability insurance in such amounts as are satisfactory to the city, and issued by companies acceptable to the city, licensed in the state of Michigan naming the city as an additional insured on any such policy. The owner will file with the city certificates or policies evidencing such insurance coverage. The insurance policies or certificates shall provide that the city shall be given 30 days' written notice before a cancellation in coverage may occur.
      - k) If at any time the insurance policy obtained pursuant to subsection (8)(J) is canceled, the sidewalk/sandwich board sign shall be immediately removed. In the event the sign is not removed, the City of Owosso shall have the right to remove the sign at the expense of the property owner.
  - j. Temporary signs per Sec. 26-10(i) of this chapter.

#### **Sec. 26-24. - Light Industrial (I1) and General Industrial (I2) Districts Signage.**

The following signs are permitted in the I1 and I2 zoning districts subject to the following requirements:

- a. Wall signs
  - 1. Wall signs may be used provided that they meet the following standards:
    - a) One wall sign per business not to exceed 20% of front façade or 200 square feet, whichever is less is permitted.
    - b) No wall sign shall extend above the roof or parapet of the structure to which it is attached.
    - c) Businesses located on a corner lot shall be allowed up to two wall signs, one for each front façade. The maximum wall sign area shall not exceed ten percent of the front façade of the building per use or business establishment.
    - d) Additional wall sign square footage is permitted when the following is met:
      - 1. 201 - 400 linear feet of building frontage facing a public street and having a public entrance is allowed a maximum wall sign area of 150 square feet.

2. Greater than 400 linear feet of building frontage facing a public street and having a public entrance is allowed a maximum wall sign area of 200 square feet
- e) No wall sign shall have a thickness greater than 12 inches measured from the wall to which it is attached.
- f) No wall sign shall be attached to a wall at a height less than eight feet above any sidewalk.
2. Projecting signs and awning signs may be used as an alternative or in addition to wall signs provided that they meet the following standards:
  - a) Any sign area of an awning or projecting sign shall be included in calculations of maximum wall sign square footage.
  - b) Awning or projecting signs shall be set back at least two feet from any street curb-line, shall not extend more than six feet over the public right-of-way, and shall leave a minimum clearance of eight feet above the ground and shall not project over an alley or private access lane.
  - c) No awning or projecting sign shall extend above the roof or parapet of the structure to which it is attached.
  - d) Wood posts or supporting arms shall not be used in conjunction with any projecting sign.
  - e) Awning signs shall not be internally illuminated.
- b. Pole signs.
  1. Pole signs may be used provided that they meet the following standards:
    - a) A pole sign may stand no higher than the building it represents or 20 feet above the level of the ground, upon which the sign is mounted, whichever is less.
    - b) A pole sign shall not extend closer than 5 feet to any part of the public right of way.
    - c) The lower edge of the pole sign shall be eight feet or more above the ground level.
    - d) No pole sign shall have a single surface area exceeding 40 square feet for a single face sign.
    - e) A pole sign shall be located on the same parcel of property as the building or use to which it is accessory.
    - f) Changeable or electronic changeable message signs as part of a pole sign when the following requirements are met:
      1. One changeable message sign shall be permitted per premises.
      2. Message changes may occur electronically or manually.
      3. The area of a changeable message sign shall not exceed half of the total area of the sign.
      4. Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.
      5. Electronic messages shall not flash, fade in or out, or scroll.
      6. Any voids or burned out bulb in an electronic display shall be replaced within 10 days of city notification.
- c. Ground Sign
  1. Ground signs may be used provided that they meet the following standards:
    - a) The top of the ground sign shall be no more than six feet above ground level.
    - b) A ground sign shall not extend closer than 5 feet to any part of the public right of way.
    - c) No ground sign shall have an area exceeding 40 square feet per side.
    - d) A ground sign shall be located on the same parcel as the building or use to which it is accessory.
    - e) In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, the location of the sign shall be such that a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
    - f) Changeable or electronic message signs as part of a ground sign when the following requirements are met:
      1. One changeable message sign shall be permitted per premises.
      2. Message changes may occur electronically or manually.

3. The area of a changeable message sign shall not exceed half of the total area of the sign.
4. Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.
5. Electronic messages shall not flash, fade in or out, or scroll.
6. Any voids or burned out bulb in an electronic display shall be replaced within 10 days of city notification.
- d. Number of pole or ground signs.
  1. Not more than one pole or ground sign may be erected accessory to any single building or structures regardless of the number of separate parties, tenants or uses contained therein; provided however, a property may have two pole or ground signs when the following is met:
    - a) If fronting along two or more right of ways, 1 ground sign is allowed on each right of way
    - b) If there is greater than 300 feet of frontage along one right of way, 2 ground signs are allowed on such right of way.
- e. Temporary signs per Sec. 26-10(i) of this chapter.

**Sec. 26-25. Planned Unit Development District (PUD) Signage.**

- a. The following signs are permitted in the PUD subject to the following requirements:
  1. Signage in PUD zoning districts established prior to the adoption of this amendment shall utilize the sign regulations for the B1, B-2, B-3 and B-4 zoning districts.
  2. PUD zoning districts established after the adoption of this chapter amendment will state allowable signage in the approved development program for the PUD.

**Sec. 26-26. Vehicular Parking District (P1) Signage.**

- a. The following signs are permitted in the P1 zoning district subject to the following requirements:
  1. Signage per Sec. 38-333 - No signs of any kind, other than signs designating entrances, exits, and conditions of use, shall be maintained on such parking area per the directional signage requirements of this chapter.

**Sec. 26-27. Conservation/Open Space District (C-OS) Signage.**

- a. The following signs are permitted in the C-OS zoning district subject to the following requirements:
  1. Ground signs may be used provided that they meet the following standards:
    - a) The top of the ground sign shall be no more than six feet above ground level.
    - b) A ground sign shall not extend closer than 5 feet to any part of the public right of way.
    - c) No ground sign shall have an area exceeding 40 square feet per side.
    - d) A ground sign shall be located on the same parcel.
    - e) In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, the location of the sign shall be such that a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
  2. Number of ground signs. Not more than one ground sign may be erected; provided however, a property may have two ground signs when the following is met:
    - a) If fronting along two or more right of ways, 1 ground sign is allowed on each right of way.
    - b) If there is greater than 300 feet of frontage along one right of way, 2 ground signs are allowed on such right of way.
  3. Temporary signs per Sec. 26-10(i) of this chapter.

**Sec. 26- 28—26-31. - Reserved.**

SECTION 3. EFFECTIVE DATE. This amendment shall become effective November 11, 2019.



SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: Councilmembers Haber and Law.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W. M-21, said he felt the Council had damaged small businesses and overreached when it approved amendments to the Sign Ordinance. He also noted that the recent Oktoberfest was a great event and he thanked the Mayor for taking the time to answer public questions.

Dale Frazier, owner of D&L Auto Sales, said he was disappointed that Council approved the amendments to the Sign Ordinance, noting that he does not believe that any traffic accidents had been caused by the festoons at his car lot. He said he would not recommend a business move to Owosso.

Gale Porter, 644 N. Park Street, said he opposes single hauler trash service in the City. He said he currently receives excellent service from a local company and jobs would be lost if the City switched to a single trash hauler.

Burton Fox, 216 E. Oliver Street said he had a great discussion with the City Manager regarding single hauler trash service. It is his belief that the trash ordinance needs to require trash pickup with services billed to the property owner. He then addressed the Sign Ordinance saying there needs to be further consideration for the car dealer and the City must provide equal enforcement of the ordinance.

Eddie Urban, 601 Glenwood Avenue, said he needs to have surgery again but has had to postpone it because the City is requiring him to clean up his property. He expressed frustration with the City saying he thought his sheds were grandfathered in.

### **CONSENT AGENDA**

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

**Set Public Hearing – Proposed Brownfield Plan #21.** Set a public hearing for November 4, 2019 to receive citizen comment regarding the proposed Brownfield Redevelopment Plan #21 – 152 Howard Street Project as follows:

#### **RESOLUTION NO. 152-2019**

#### **SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR BROWNFIELD PLAN #21 FOR THE PROPERTY COMMONLY KNOWN AS 152 HOWARD STREET**

WHEREAS, the City of Owosso Brownfield Redevelopment Authority recommended approval of an application for an Brownfield Plan for 152 Howard Street on October 9, 2019, from Carl and Sue Ludington, and

WHEREAS, the property in question is described as parcel # 050-651-020-001-00:

COM 90.6' S OF NE COR BLK 20 AL WILLIAMS ADD TH N 90.6' TH NW'LY ALG N LN LOT 1  
122' TH S 124.60' TH E'LY 117' TO POB; and

WHEREAS, it must be determined that approval of Brownfield Plan #21 would be beneficial to the city of Owosso, as well as the local and regional economies.

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

FIRST: the Owosso City Council sets a public hearing for November 4, 2019 at or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the district, and any other resident or taxpayer, of the city of Owosso; and

SECOND: the city clerk gives the notifications as required by law; and

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

**OMS/DDA RLF Loan Funding Approval – 108 N. Washington Street.\*** Consider approval of the application from Owosso Books & Beans, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for working capital for their location at 108 N. Washington Street as detailed below:

#### **RESOLUTION NO. 153-2019**

#### **AUTHORIZING RELEASE OF OMS/DDA REVOLVING LOAN FUNDS TO OWOSSO BOOKS & BEANS, LLC. FOR ELIGIBLE EXPENSES AT 108 N. WASHINGTON STREET**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on September 23, 2019 a loan application was submitted to the OMS/DDA for a loan request from Owosso Books & Beans, LLC for \$50,000.00 for use as working capital for the Owosso Books & Beans bookstore location at 108 N. Washington Street.

WHEREAS, on September 24, 2019 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 55. This score is well above the 30 points required for consideration. The OMS/DDA Board also approved the release of grant dollars for these applications during the October 3, 2019 Board Meeting.

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

FIRST: The City of Owosso approves the loan of \$50,000.00 to Owosso Books & Beans, LLC for working capital associated with the Owosso Books & Beans bookstore located at 108 N. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is hereby authorized to release funds in the amount of \$50,000.00 to Owosso Books & Beans for use as stated above.

**OMS/DDA RLF Loan Funding Approval – 118 S. Washington Street.**\* Consider approval of the application from Nom Nom Sweeties requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$6,975.00 for buildout expenses for their location at 118 S. Washington Street as detailed below:

**RESOLUTION NO. 154-2019**

**AUTHORIZING  
THE RELEASE OF OMS/DDA REVOLVING LOAN FUNDS  
TO NOM NOM SWEETIES  
FOR ELIGIBLE EXPENSES AT 118 S. WASHINGTON STREET**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board; and

WHEREAS, on August 13, 2019 a loan application was submitted from Nom Nom Sweeties to the OMS/DDA requesting a loan in the amount of \$6,975.00 for business buildout expenses for their business located at 118 S. Washington Street. These loan dollars will be used as match funds associated with a MEDC Match on Main grant that the owner received.

WHEREAS, on September 24, 2019 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 67. This score is well above the 30 points required for consideration. The OMS/DDA Board also approved the release of grant dollars for these applications during the October 3, 2019 Board Meeting.

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

FIRST: The City of Owosso approves the loan of \$6,975.00 to Nom Nom Sweetie for business buildout expenses located at 118 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is hereby authorized to release funds in the amount of \$6,975.00 to Nom Nom Sweeties for use as a loan.

**OMS/DDA RLF Bridge Loan Funding Approval – 114-116 W. Main Street.** (This item was removed from the agenda.)

**OMS/DDA RLF Grant Funding Approval – Turnabout Ventures, LLC.**\* Consider approval of the application from Turnabout Ventures, LLC requesting a grant from the OMS/DDA Revolving Loan Fund in the amount of \$9,575.00 to obtain architectural services for the development of upper-floor residential units at 113 E. Main Street, 115 E. Main Street, 110 N. Washington Street, and 108 E. Exchange Street as follows:

**RESOLUTION NO. 155-2019**

**AUTHORIZING RELEASE OF OMS/DDA REVOLVING GRANT FUNDS  
TO TURNABOUT VENTURES, LLC  
FOR ELIGIBLE EXPENSES AT 113 E. MAIN STREET; 115 E. MAIN STREET;  
110 N. WASHINGTON STREET; AND 108 E. EXCHANGE STREET**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on September 4, 2019 grant applications were submitted to the OMS/DDA for grant requests from Turnabout Ventures, LLC for the contracting of architectural services for upper-floor residential development for 4 properties located at 113 E. Main Street; 115 E. Main Street; 110 N. Washington Street; and 108 E. Exchange Street. Improvements are being made to support the development of residential units located on the upper floors of each property.

WHEREAS, on September 24, 2019 the OMS/DDA Design & Business Vitality Committee reviewed and approved each application, giving each property an overall score higher than the 30 points required to qualify for grant dollars. The OMS/DDA Board also approved the release of grant dollars for these applications during the October 3, 2019 Board Meeting.

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

- FIRST: The City of Owosso approves the grant of \$2,712.50 to Turnabout Ventures, LLC for the contracting of architectural services for upper-floor residential development for 113 E. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The City of Owosso approves the grant of \$2,712.50 to Turnabout Ventures, LLC for the contracting of architectural services for upper-floor residential development for 115 E. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- THIRD: The City of Owosso approves the grant of \$2,712.50 to Turnabout Ventures, LLC for the contracting of architectural services for upper-floor residential development for 110 N. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- FOURTH: The City of Owosso approves the grant of \$1,437.50 to Turnabout Ventures, LLC for the contracting of architectural services for upper-floor residential development for 108 E. Exchange Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- FIFTH: The accounts payable department is hereby authorized to release \$9,575.00 to Turnabout Ventures, LLC for the purpose stated.

**Warrant No. 576.** Authorize Warrant No. 576 as follows:

Vendor	Description	Fund	Amount
Gould Law, P.C.	Professional services- 9/10/19-10/14/19	General	\$10,335.10

Waste Management	Landfill charges – 10/1/19-10/15/19	WWTP	\$12,009.86
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**Check Register – September 2019.**\* (This item was added to the agenda.) Affirmed check disbursements totaling \$3,136,209.80 for September 2019.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

The meeting was recessed at 8:49 p.m.

The meeting resumed at 8:59 p.m.

### **ITEMS OF BUSINESS**

#### **Lot Split Authorization – 123 N. Washington Street**

City Manager Henne noted that the action before Council this evening will return one combined lot to the two original separate parcels.

Motion by Councilmember Bailey to authorize the division of a City lot under the Michigan Subdivision Control Act for platted lot at 123 N. Washington Street as follows:

#### **Current Description:**

Address	Status	Parcel #
123 N. Washington St.	Before Split	050-470-022-020-00
<b>Description:</b> E 1/2 LOT 2 BLK 22 ALSO W 44' OF LOT 3 & THE N 44' OF THE E 88' OF LOT 3 BLK 22 ORIGINAL PLAT		

#### **Descriptions After Split:**

Address	Status	Parcel #
123 N. Washington St.	After Split	050-470-022-020-00
<b>Description:</b> W 44' OF LOT 3 & THE N 44' OF THE E 88' OF LOT 3 BLK 22 ORIGINAL PLAT		

Address	Status	Parcel #
113 W. Exchange St.	After Split	050-470-022-005-00
<b>Description:</b> E 1/2 LOT 2 BLK 22 ORIGINAL PLAT		

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Brownfield Reimbursement Agreement – J&H Oil Project**

City Manager Henne noted the reimbursement agreement is required by law.

Motion by Mayor Pro-Tem Osika to approve the Reimbursement Agreement for Brownfield Plan #20 – J&H Oil Project as follows:

#### **RESOLUTION NO. 156-2019**

#### **RESOLUTION APPROVING BROWNFIELD REIMBURSEMENT AGREEMENT FOR BRA DISTRICT #20 – J&H OIL PROJECT – 918 E EXCHANGE STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved Brownfield Plan # 20 – J&H Oil project on September 30, 2019; and

WHEREAS, the City of Owosso's tax abatement policy and Public Act 381 require that the City and the applicant enter into a Brownfield reimbursement agreement; and

WHEREAS, this agreement is between the Hop Family, LLC and J&H Oil Company in accordance with the 13-year Brownfield Plan #20 in an amount not to exceed \$426,878 over the term of the agreement.

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 approve the reimbursement agreement for Brownfield District # 20 – J&H Oil Project.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Brownfield Redevelopment Act 381 Reimbursement Agreement between the City of Owosso, Michigan and the Hop Family, LLC and J&H Oil Company.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Development Agreement – Matthews/Mueller Building**

City Manager Henne explained the situation saying one winner of the medical marijuana provisioning center license lottery had planned on locating their business in the building, going so far as to purchase the property. Since that time they have learned that they cannot locate a marijuana facility on the property if they wish to receive any federal grant funding. The City has agreed to allow the marijuana facility to relocate in exchange for assurances that the building will be redeveloped, brought up to code, or demolished.

City Manager Pidek was excused from the meeting at 9:05 p.m. as he has a financial interest in the property.

Mayor Eveleth noted this building is the #1 item he hears about from citizens.

Councilmember Fear inquired whether any of the other lottery applicants would have grounds to sue the City if the agreement is approved. City Attorney Scott J. Gould indicated that he was not aware of any grounds for them to sue as other properties do not have the extenuating circumstances this property does.

Councilmember Fear went on to question the proposed timeline in the agreement asking if the building will remain in its current condition for the next 18 months. City Manager Henne said the City cannot wait that long because of the building's current state.

Motion by Councilmember Bailey entering into an agreement with Owosso REI Group, LLC for the redevelopment and/or remediation of the Matthews/Mueller Building as detailed below:

#### **RESOLUTION NO. 157-2019**

#### **AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE MATTHEWS/MUELLER BUILDING 300 WEST MAIN STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, held a medical marijuana provisioning center lottery selection process to award 4 licenses that can be used within the commercially-zoned areas of the city; and

WHEREAS, one of the winners of the lottery intended to locate their provisioning center in the Matthews/Mueller Building located at 300 West Main Street; and

WHEREAS, the Michigan Economic Development Corporation refuses to consider grant funding for rehabilitation of the Matthews/Mueller Building if a marijuana business is located in the building; and

WHEREAS, the City of Owosso, Community Development Department has negotiated a Development Agreement with the new owners of the Matthews/Mueller Building to enable them to open their marijuana business and redevelop/remediate the Matthews/Mueller Building; and

WHEREAS, the development agreement would allow the owners of the building to move their medical marijuana provisioning center license to another location in return for redevelopment or remediation of the Matthews/Mueller Building.

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 due to the significant deterioration of the building it is advisable, necessary and in the public interest to execute a development agreement with Owosso REI Group, LLC for the redevelopment/remediation of the Matthews/Mueller Building.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Development Agreement between the City of Owosso and Owosso REI Group, LLC

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Mayor Pro-Tem Osika, Councilmembers Bailey, Haber, Law, and Mayor Eveleth.

NAYS: Councilmember Fear.

ABSTAIN: Councilmember Pidek.

Councilmember Pidek returned to the meeting at 9:10 p.m.

**Obsolete Property Rehabilitation Exemption Certificate Revocation – 344 West Main Street**

City Manager Henne explained that the certificate was being recommended for revocation because the owners did not execute the plan, nor did they notify the City when the property was sold in 2017. Notice of this hearing has been sent to both the former owner and current owner.

Motion by Councilmember Fear for the revocation of the Obsolete Property Rehabilitation Exemption Certificate #3-16-0026 issued to D.R. & H.P., LLC for the property located at 344 West Main Street due to a lack of follow-through on the project as follows:

**RESOLUTION NO. 158-2019**

**APPROVING THE REVOCATION OF  
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE # 3-16-0026  
FOR 344 W. MAIN STREET**

WHEREAS, after a duly noticed public hearing an Obsolete Property Rehabilitation Exemption application was approved by the City Council of the City of Owosso on September 19, 2016 for real property located at 344 W Main Street; and

WHEREAS, the State Tax Commission considered and approved Certificate # 3-16-0026 on December 13, 2016; and

WHEREAS, the rehabilitation of the facility failed to proceed in good faith with the operation of the facility; and

WHEREAS, per Act 146 of 2000, 125.2792, section 12, the City of Owosso has determined the rehabilitation has not proceeded in a manner consistent with the purposes of the act; and

WHEREAS, the owner of this facility was notified by certified first class mail on September 23, 2019 of the intention of the City of Owosso to revoke the Obsolete Property Rehabilitation Exemption Certificate # 3-16-0026.

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

FIRST: that the Obsolete Property Rehabilitation Exemption Certificate # 3-16-0026 issued to D.R. & H.P., LLC for the property located at 344 West Main Street is revoked.

SECOND: that City staff will provide notice of said revocation to the State Tax Commission.

Motion supported by Councilmember Pidek.

Roll Call Vote.



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

NAYS: None.

**Brownfield Termination – Plan #19 – 344 W. Main Street**

City Manager Henne explained the brownfield plan in question applies to the same property as the previous item and is recommended for termination for the same reasons.

Motion by Councilmember Pidek for termination of Brownfield Plan #19 – 344 W. Main Street Project for failure to execute eligible activities within two years of approval and sale of the property without notice to the City as detailed below:

**RESOLUTION NO. 159-2019**

**AUTHORIZING TERMINATION OF BROWNFIELD PLAN  
FOR 344 W MAIN: DISTRICT #19**

WHEREAS, the City of Owosso Brownfield Redevelopment Authority held a public hearing on December 16, 2016 to provide notice to and fully inform all taxing jurisdictions which are affected by the Brownfield Plan for parcel number 050-120-006-008-00, property located at 344 W Main Street; and

WHEREAS, in compliance with PA 381 of 1996, as amended, a public hearing was held January 3, 2017 on the adoption by the Owosso City Council of the proposed Brownfield Redevelopment Plan; and

WHEREAS, the City of Owosso Council did approve and adopt the proposed plan by Resolution No. 10-2017 on January 3, 2017; and

WHEREAS, the Brownfield Plan as adopted on January 3, 2017 identified that D.R. & H.P., LLC had prepared a plan that would fully rehabilitate the two-story building into a mixed-use development including office space, retail and 9 new living units. The plan proposed the development would cost approximately \$2,838,158.00 and create 3 new full time jobs.

WHEREAS, the project has failed to occur with respect to the eligible property and a transfer of ownership occurred August 31, 2017 to Dwyerwood, LLC without a 30-day written notice to the Authority as agreed upon in the reimbursement agreement; and

WHEREAS, the City of Owosso gave 30-days written notice via certified mail on September 20, 2019 to the developer of the City's intent to terminate the plan.

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

FIRST: The 381 Brownfield Plan for 344 W. Main Street – District #19 is hereby terminated pursuant to MCL 125.2666(8)(b).

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **Tax Abatement Policy Amendments**

City Manager Henne explained the need to update the nearly 10-year old policy and detailed the proposed changes.

There was discussion regarding the proposal to require reporting information on the number of new employees living within the City limits, whether it was allowed, whether a business could really determine how many of their new employees live in the City, and using the information as more of a data point than a requirement.

Mayor Eveleth asked that Council be scheduled to review the policy periodically. City Manager Henne acknowledged getting the policy just right will take some finessing.

Motion by Councilmember Pidek to approve the following detailed amendments to the City's Tax Abatement Policy:

#### **RESOLUTION NO. 160-2019**

#### **AUTHORIZING AMENDMENTS TO THE CITY OF OWOSSO TAX ABATEMENT POLICY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, adopted a tax abatement policy on June 7, 2010; and

WHEREAS, the Policy was adopted to ease the negative local economic effects of the Great Recession; and

WHEREAS, the economy has improved since the original policy was adopted and needs have shifted to include availability of housing; and

WHEREAS, the City of Owosso wishes to strengthen the tax abatement application process to include proof of financial need for a project seeking abatements; and

WHEREAS, the City of Owosso seeks to impose a commitment from projects awarded certain abatements to support the community in return for a pledge of taxpayer dollars for private development; and

WHEREAS, the City of Owosso seeks to align projects requiring abatements with the goals set forth in the City's various planning efforts; and

WHEREAS, the City of Owosso wishes to continue robust support for local economic and community development.

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 adopt revisions to the Owosso Tax Abatement Policy, substantially as attached.

**TAX ABATEMENT POLICY**  
**Effective Date: October 21, 2019**

Policy Statement: The City of Owosso is committed to enhancing the quality of life and stimulating the local economy through the attraction of high-quality development, the retention and creation of high-quality jobs, and the development of additional housing opportunities within the City. Accordingly, consideration for tax abatement is viewed as a privilege, not as a property right. This policy establishes minimum requirements and a uniform set of standards and procedures to be used when considering a request for a tax abatement/exemption

## **I. MINIMUM REQUIREMENTS FOR TAX ABATEMENTS**

- a. Abatements shall be subject to duration and amount limits.
- b. Such duration and amount limits shall be for the minimum amount necessary to meet the goals of the project.
- c. Benefits to the City of the proposed abatement shall be:
  - i. At least equal to or greater than the cost of the abatement; and
  - ii. In the public interest because it will accomplish at least one of the following purposes:
    1. Increase or preserve the tax base
    2. Provide employment opportunities
    3. Expand housing opportunities within the City
    4. Provide or help acquire or construct public facilities
    5. Help redevelop or renew blighted areas
    6. Help provide access to services to residents
    7. Finance or provide public infrastructure
    8. Accomplish development goals in the City Master Plan
- d. The City of Owosso will not support tax abatements for proposals that are not economically feasible. The method of analysis for this requirement will be a thorough review of project proformas and/or financials.
- e. All projects seeking tax abatement shall include job creation/retention or an expansion of housing opportunities within the City.
- f. The taxable value of the proposed abatement – considered together with the aggregate taxable value of property exempt under certificates previously granted and in force shall not exceed five (5) percent of taxable value of the City of Owosso.

Example:           2018 City of Owosso taxable value = \$253,262,708  
                      5% of City of Owosso taxable value = \$12,663,135

*Per MCL 125.2788(1): If the taxable value of the property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate taxable value of property exempt under certificates previously granted and currently in force ...exceeds 5% of the taxable value of the qualified local governmental unit, the legislative body of the qualified local governmental unit shall make a separate finding and shall include a statement in its resolution approving the application that exceeding that amount shall not have the effect of substantially impeding the operation of the qualified local governmental unit or impairing the financial soundness of an affected taxing unit.*

- g. The City will not issue or be a signatory on bonds in connection with abatements.

- h. Commencement of any new construction or improvements shall be within the limits set forth within the applicable public act for the abatement being sought.
- i. The City Council will not take action on any abatement unless the application presents the project at the public hearing and is available to answer questions.
- j. The City of Owosso reserve the right to waive, modify or amend any of these policies when it is in the best interest of the City of Owosso.

## II. EVALUATION CRITERIA

- a. Private Development Objectives: This City of Owosso will consider using tax abatements to help private development projects that strive to achieve one or more of the following objectives:
  - i. To retain local jobs and/or increase the number and diversity of high-quality jobs that offer attractive wages and benefits.
  - ii. To encourage additional unsubsidized private development in the City of Owosso – either directly or indirectly through spinoff development without the use of tax abatement).
  - iii. To expand the availability of housing opportunities within the City limits.
  - iv. To facilitate the development process and to achieve development of sites that would not be developed without tax abatement assistance.
  - v. To remove blight and/or encourage redevelopment of commercial and industrial areas that result in high quality redevelopment (i.e. contaminated site cleanup) beyond the costs normally incurred in development.
  - vi. To provide infrastructure necessary to accommodate economic development
  - vii. To meet other public policy goals as adopted by the City of Owosso – including but not limited to the City’s Master Plan.
- b. Additional Objectives: The City of Owosso will also consider the following factors when evaluating tax abatement requests to help private development projects.
  - i. To support local businesses, extra consideration will be given to existing businesses seeking to expand and grow within the City.
  - ii. The extent to which the proposed project creates high quality jobs in the City –paying wages equal to or greater than the average local wage of the same class.
  - iii. The extent to which the proposed project adds to the net commercial, industrial, or general tax base of the City and optimizes the private development of the proposed site.
  - iv. Whether or not the proposed project provides services not already provided in the City or services which are needed.
  - v. Whether or not the proposed business would be in direct competition with existing businesses in the City. Abatements should not be given to businesses which would receive a competitive advantage over existing businesses in the City.
  - vi. Whether or not the project will significantly impact environmental/natural resources.
  - vii. The extent to which other political subdivisions are in support of the project. The extent to which the project represents additional tax revenue for the City.
  - viii. The extent to which the project requires improvements in city infrastructure, road construction, or other traffic problems. Also to be considered is the impact of the proposal on other city services such as law enforcement, human services, prosecutions, parks, and historic preservation.
  - ix. Consistency of the proposed project with the City land use regulations and planning and zoning policies.
  - x. How the proposed project furthers the goals and objectives of the City and/or community.

- xi. The level of private financial investment into the project.
- xii. The extent to which the project utilizes local vendors/products in construction and/or operation upon completion.

### III. APPLICATION

- a. The applicant shall submit an application – available at City Hall – for all projects for which a tax abatement is sought from the City of Owosso.
- b. Applications shall include:
  - i. A letter formally requesting tax abatement from the City of Owosso
    - 1. For some abatements, this letter must also request that a tax abatement district be established for the property depending on the public act governing the abatement.
  - ii. Completed application for tax abatement with any requested supporting materials.
  - iii. A project pro-forma
  - iv. Official forms developed by the State of Michigan – if applicable – shall also be submitted in a timely manner per procedures set forth within the applicable abatement act under which the application is made
  - v. The applicant shall submit completed applications to the City Clerk. An application will not be accepted if it is incomplete or if any required materials are not included.

### IV. APPROVAL PROCESS

- a. The City Clerk shall notify – by certified mail – each taxing jurisdiction of a request to establish an abatement district or application for the abatement. Said taxing jurisdiction shall have fifteen (15) days from the date of receipt of said notification to respond in writing with their thoughts and considerations. These taxing jurisdictions shall have no voting or veto authority.
- b. The City Clerk shall notify applicant by certified mail if the application is found consistent with this policy. Procedures set forth within the abatement act shall be followed.
- c. The length of the exemption shall be determined by the attached abatement schedule.
- d. The approval for the abatement district and approval of an application for abatement shall not be addressed at the same meeting.

### V. REQUIRED AGREEMENTS

- a. Development Agreement: All projects granted tax abatement will be required to enter into a development agreement. The development agreement will be recorded against the property, will clearly define the responsibilities of the property owner(s) receiving the abatement, and will require annual reporting.
- b. \*Participation Agreement: All projects granted Brownfield TIFs or OPRA will be required to enter into a participation agreement for:
  - i. An annual payment to the city of 15% of the annual amount of CITY abated taxes or \$2,500 per year - whichever is less - for a Public Safety Administrative Fee  
***\*Brownfield and OPRA only. N/A for housing-exclusive projects or any other type of abatement granted.***
- c. Reimbursement Agreement (PA 381 Brownfield Only): All projects granted a Brownfield tax abatement are required to enter into a reimbursement agreement with the city per Public Act 381.

### VI. ANNUAL REPORTING REQUIREMENTS

- a. All projects granted tax abatement shall submit an annual status report on the form developed and provided by the City of Owosso. The requirement makes all abatements granted consistent with the State Tax Commission Administrative Rule 55(3). The report will include – but not be limited to – status of employment, wage level, real property project progress and costs, aesthetic enhancement progress and costs as part of the project, number of employees living in the city, and other improvements and costs not listed within the scope of the project.

## **VII. RESCISSION OF ABATEMENTS**

- a. Imposition of any rescission is at the sole discretion of the City of Owosso and shall be considered on a case-by-case basis in compliance with the applicable act under review.
- b. Rescission shall not violate the statutory requirements of the applicable act in any way. Consideration may include but not be limited to:
  - i. Sale or closure of the facility and departure of the company from the jurisdiction unless abatement is transferable.
  - ii. Significant change in the use of the facility and/or the business activities of the company not consistent with the requirement of the applicable act for which approved.
  - iii. Significant employment reductions not reflective of the company's normal business cycle and/or local and national economic condition.
  - iv. Failure to achieve the minimum number of net new jobs and wage level as specified in the abatement application.
  - v. Failure to perform requirements outlined in the participation agreement with the City.
  - vi. Failure to complete the project in a timely manner as specified in the approval resolution and/or the applicable act.
  - vii. Failure to comply with annual reporting requirements.
  - viii. Failure to pay annual property taxes timely on real property not exempt under the approved abatement.
  - ix. Failure to comply with the City's ordinances and policies.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **Complete Count Committee Establishment**

Motion by Councilmember Fear to establish a Complete Count Committee at the recommendation of the Census Bureau and approve appointment of the following people to the committee:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Jeff Deason	Complete Count Committee	10-31-2020
Steve Flayer	Complete Count Committee	10-31-2020
Justin Horvath	Complete Count Committee	10-31-2020
Piper Brewer	Complete Count Committee	10-31-2020
Nathan Henne	Complete Count Committee	10-31-2020
Christopher Eveleth	Complete Count Committee	10-31-2020

Nicholas Pidek	Complete Count Committee	10-31-2020
Susan Ludington	Complete Count Committee	10-31-2020
Marlene Webster	Complete Count Committee	10-31-2020
Laura Burroughs (added at the meeting)	Complete Count Committee	10-31-2020

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

Bradley Kirkland, Planning Commission. Letter of resignation.  
Cheryl A. Grice, Finance Director. Revenue & Expenditure Report – September 2019.  
N. Bradley Hissong, Building Official. September 2019 Building Department Report.  
N. Bradley Hissong, Building Official. September 2019 Code Violations Report.  
N. Bradley Hissong, Building Official. September 2019 Certificates Issued Report.  
N. Bradley Hissong, Building Official. September 2019 Inspections Report.  
Kevin D. Lenkart, Public Safety Director. September 2019 Police Report.  
Kevin D. Lenkart, Public Safety Director. September 2019 Fire Report.  
Downtown Development Authority/Main Street. Minutes of October 3, 2019.  
Parks & Recreation Commission. Minutes of September 25, 2019.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W. M-21, said that under the amended Sign Ordinance many signs in commercial districts will be rendered illegal. He cautioned the City against playing favorites by allowing signs for favored businesses and not others.

Justin Horvath, SEDP president, thanked Council for supporting the tax abatement for Covenant Eyes. He also thanked the group for their leadership in updating the tax abatement policy saying he thinks it could be a blueprint for other communities.

Eddie Urban, 601 Glenwood Avenue, said he looked up to Burton Fox as a Councilmember. He went on to say that Councilmember Law is a lot like him and he thanked him for his help the other day.

Councilmember Bailey asked for a report on the rental inspection program.

Mayor Pro-Tem Osika thanked Justin Horvath for educating her on various tax abatements.

### **NEXT MEETING**

Monday, November 04, 2019

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2019

Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022  
Historical Commission – term expires December 31, 2019  
Historical Commission – 2 terms expire December 31, 2020  
Parks & Recreation Commission – term expires June 30, 2021  
Planning Commission – term expires June 30, 2020  
Planning Commission – term expires June 30, 2022  
Shiawassee District Library – term expires June 30, 2023

### **ADJOURNMENT**

Motion by Councilmember Bailey for adjournment at 9:45 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk

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





DATE: 10.21.19  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: SET PUBLIC HEARING – BRA #21 – 152 HOWARD ST PROJECT

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Brownfield #21 will include an estimated \$1.55 million investment into the existing Ludington Electric building located at 152 Howard Street. The current owners purchased the property in 2005 and have operated their electrical contracting business in that location since that time.

Triterra submitted a Brownfield plan in September and met with staff soon after that submittal. The Owosso Brownfield Redevelopment Authority recommended approval of this plan at their October 9, 2019 meeting. The Brownfield Plan proposes a term of 26 years for State Education Tax and School Operating tax capture and a 14 year capture for local taxes. This discrepancy is because the property was recently granted a 12-year Obsolete Property Rehabilitation exemption by City Council. Unlike local tax, education taxes are not subject to OPRA so they will be captured for the full 26 years. From a local capture perspective, this is a 14 year brownfield request.

The following is how I scored this project based on the city's 2010 tax abatement policy:

Capital Investment:	\$1,000,001 to \$2,500,000	5 years
Rehabilitated Facility:	Yes	2 years
Job Creation (FTE):	1-10	2 years
Job Wages:	>1.5x min wage	2 years
Number of years in Owosso	14	2 years
Employees with Owosso Residency	1-10	1 year
<b>TOTAL</b>		<b>14 yrs</b>

#### **Tax Abatement Policy: Section II Evaluation**

Section II of the City's 2010 abatement policy outlines evaluation criteria based on 2 things: development objectives and additional objectives.

##### **A. PRIVATE DEVELOPMENT OBJECTIVES**

1. To retain local jobs and/or increase the number and diversity of high-quality jobs that offer attractive wages and benefits.
  - i. This project would create 4-6 full time jobs paying between more than 1.5x the min wage. These wages are considered attractive. The jobs are similar to other positions in the city so would not be considered diverse.
2. To encourage additional unsubsidized private development in the City – either directly or indirectly through spin-off development without the use of further tax abatements.
  - i. Unlikely to occur with this development on the commercial side.

3. To facilitate the development process and to achieve development of sites that would not be development without tax abatement assistance.
  - i. Due to the condition of the building it is unlikely it would be redeveloped as proposed in this plan. The property has received a letter of obsolescence from the City Assessor.
4. To remove blight and/or encourage redevelopment of commercial and industrial areas that result in high quality redevelopment, private investment, and an increase in the city tax base.
  - i. Remove Blight? No. This property is not blighted. But it has been deemed obsolete by the city assessor.

“Blighted” means property that meets any of the following criteria:

    - Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
    - Is an attractive nuisance to children because of physical condition, use, or occupancy.
    - Is a fire hazard or is otherwise dangerous to the safety of persons or property.
    - Has had the utilities, plumbing, heating , or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
    - Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property’s inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purpose of this act.
  - ii. High Quality Redevelopment? Yes this would result in a high-quality mixed use facility.
  - iii. Private Investment? Yes. The applicants will be contributing a large portion of the project cost from their own sources.
  - iv. Increase in City Tax Base? Yes. This would increase the City tax base by a taxable value estimated amount of \$355,838.
5. To offset increased costs of redevelopment (contaminated site cleanup) beyond the costs normally incurred in development
  - i. Yes. There are increased costs because of the site being contaminated with lead paint and asbestos. Total cost for abatement: \$34,000.
6. To provide infrastructure necessary to accommodate economic development
  - i. Not Applicable to this project. City utilities are available nearby.

B. ADDITIONAL OBJECTIVES

1. To support local businesses, extra consideration will be given to existing businesses seeking to expand and grow within the city.
  - i. This is an existing business that will remain in this location while creating new leasable commercial space and 7 new housing units.
2. The extent to which the proposed project creates high-quality jobs in the city, paying wages equal to or greater than the average local wage of the same class

- i. High quality jobs could be considered full-time jobs paying \$40,000 or more.  
The jobs created in this project would not reach that threshold.
3. The extent to which the proposed project adds to the net commercial, industrial, or general tax base of the city and optimizes the private development of the proposed site
  - i. Yes. The project adds to the net commercial tax base for the city. Estimated increase in taxable value the year after the project is completed: \$355,838.
  - ii. This project increases the residential tax base with its density specific housing component
  - iii. Yes. This project optimizes the development potential of this particular site. This site is located on the cusp of the downtown area but contains sufficient walkability value. This section of the city is prime for redevelopment because of investment opportunities as well as existing community assets like the Steam RR institute.
4. Whether or not the proposed project provides services not already provided in the city or services which are needed
  - i. No. This project will not provide new services as there are other similar commercial lease opportunities in the city – especially the downtown.
5. Whether or not the proposed business would be in direct competition with existing businesses in the city. Abatements should not be given to business which would receive a competitive advantage over existing businesses in the city.
  - i. This business would be in direct competition with other similar businesses in the city but not in its immediate vicinity – meaning there is not a similar facility immediately nearby.
  - ii. This area of the city should be a priority for redevelopment as it is close to the downtown, walkable, and near the Steam RR Institute. Creating housing in this area is of utmost importance.
6. Whether or not the project will significantly impact environmental/natural resources
  - i. No.
7. The extent to which other political subdivisions are in support of the project.
  - i. As of 10.8.2019, the city has not received any notices of support or opposition to the project or its abatement request.
8. The extent to which the project represents new dollars into the city.
  - i. \$1.55 million investment
    1. \$1,111,261 million in private investment
    2. \$437,082 taxpayer investment
9. The extent to which the project requires improvements in city infrastructure, road construction, or other traffic problems. Also to be considered is the impact of the proposal on other city services such as law enforcement human services, or prosecutions.
  - i. Does not require improvements to city infrastructure
  - ii. Impact on city services (tax revenue that could be used for service but is instead repaid to developer)

1. Law enforcement:	\$939/yr	\$24,405 over 26 yrs
2. Fire Department:	\$861/yr	\$22,377 over 26 yrs
3. General Govt:	\$796/yr	\$20,704 over 26 yrs
4. Public Works:	\$356/yr	\$9,265 over 26 yrs
5. Community Dev:	\$176/yr	\$4,583 over 26 yrs
6. Parks and Culture:	\$106/yr	\$2,755 over 26 yrs

7. **TOTAL** **\$3,497/yr** **\$90,296 over 26 years**

\*includes GF trans out

10. Consistency of the proposed project with city land use regulations, zoning and planning policies.

i. This project meets all regulations and policies mentioned

11. How the proposed project furthers the goals and objectives of the city

i. This project would improve an area of the city prime for redevelopment into commercial, housing, or mixed use. The area is walkable to the downtown, near the SRI, but not nearly developed to its full potential. This project would start that process and add quality housing to an area that needs it.

12. The level of private financial investment into the project

i. There is about \$1.11 million in private investment for the project.

## **RECOMMENDATION**

Set public hearing for November 4, 2019 to receive comment on Brownfield Plan #21 – 152 N Howard Street.

**RESOLUTION NO.**

**APPROVING A BROWNFIELD PLAN  
“DISTRICT #21, 152 HOWARD STREET PROJECT”  
FOR THE CITY OF OWOSSO PURSUANT TO AND IN ACCORDANCE  
WITH THE PROVISIONS OF ACT 381 OF  
THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, the Brownfield Redevelopment Authority (the “Authority”) of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), has prepared and recommended for approval by the City of Owosso Council, a Brownfield Plan entitled “District #21, 152 Howard Street Project” (the “Plan”), pursuant to and in accordance with Section 13 of the Act, to be carried out within the Brownfield Redevelopment Zone (the “Zone”), said zone being the entire City and with said District #21 described as:

Parcel #050-651-020-001-00

COM 90.6' S OF NE COR BLK 20 AL WILLIAMS ADD TH N 90.6' TH NW'LY ALG N LN LOT 1  
122' TH S 124.60' TH E'LY 117' TO POB

WHEREAS, the Owosso Brownfield Authority (BRA) held a public hearing for District #21 on October 9, 2019 at its regular meeting to provide notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the “Taxing Jurisdictions”) about the fiscal and economic implications of the proposed Financing Plan, and the BRA has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 14 (1) of the Act; and

WHEREAS, the Owosso City Council held a public hearing for District #21 on November 4, 2019 to provide notice to and fully inform all Taxing Jurisdictions which are affected by the Financing Plan about the fiscal and economic implications of the proposed Financing Plan, and the Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 14 (1) of the Act; and

WHEREAS, the Council has made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan is feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of its review of the Plan and upon consideration of their views and recommendations of the Taxing Jurisdictions, the Council desires to proceed with approval of the Plan.

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

- FIRST:     The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the Brownfield Plan for District #21 “152 Howard Street Project.” Pursuant to the authority vested in the Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in

the form considered by the Council on November 4, 2019, and maintained on file in the office of the City Clerk.

SECOND: Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

THIRD: Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

## BROWNFIELD REDEVELOPMENT ACT 381 REIMBURSEMENT AGREEMENT

This Brownfield Reimbursement Agreement is made on this Fourth (4th) day of November, 2019 between Howard Street Development, LLC of 152 East Howard Street, Owosso, MI 48867 ("Developer") and the City of Owosso (the "City").

### RECITALS

A. Developer is the owner of certain property located at 152 East Howard Street in the City of Owosso. The property is legally described on the attached Exhibit A (the "Property").

B. The Property has been deemed a "property" under Part 213 of Public Act 451, as amended ("Part 213").

C. Developer proposes to construct a mixed-use facility consisting of commercial and housing units (the "Development") subject to approval of a site plan by the Owosso Planning Commission.

D. There are certain eligible costs which Developer will incur as a result of the redevelopment of the Property consisting of certain Pre-Approved Activities, Department Specific Activities, Demolition Activities, Infrastructure Improvements, Site Preparation and other costs which are eligible for reimbursement under Act 381 (collectively referred to as "Eligible Activities".) The City of Owosso Brownfield Redevelopment Authority ("OBRA") has incurred and will continue to incur certain costs in connection with the Brownfield Plan ("Administrative Costs"), for administrative and operating activities, and for preparing and administering this project. The cost of the Eligible Activities and the Administrative Costs are collectively referred to as "Costs" or "Eligible Costs". The types of Eligible Activities and the Eligible Activity Costs are more fully described in the Brownfield Plan adopted on October 9, 2019 by the OBRA and approved by the City Council on November 4, 2019, pursuant to Act 381. The Costs and activities identified in the Brownfield Plan are estimates; the actual Costs may vary depending on the nature and extent of unknown conditions encountered on the Property. However, the maximum reimbursement for Eligible Activity Costs is capped at the amount approved in the Brownfield Plan and further limited by the terms of this agreement.

In consideration of the premises and mutual covenants contained in this Agreement, Developer and the City hereby agree as follows:

1. Development. Developer shall commence work to implement the activities to be reimbursed under Act 381 as described within the approved Brownfield Plan and Act 381 Work Plan (if applicable). Developer will use its reasonable best efforts to complete such work by November 4, 2021. For those costs which Developer seeks reimbursement from available Tax Increment Revenue (TIR), Developer shall submit at minimum a Brownfield Plan, which identifies the activities, cost budget and schedule to complete the activities.

2. Owner plans to invest approximately \$1,548,343.00 to redevelop the Property as described in the approved Brownfield Plan #21. Owner plans to undertake Eligible Activities as defined in the Brownfield Redevelopment Financing Act.

3. The Owosso Brownfield Authority plans to capture 100% of the increase in the real property taxes resulting from the redevelopment of the Property and use these funds to reimburse Owner to Brownfield Plan #21 approved by the Owosso Brownfield Authority on October 9, 2019 and by the City of Owosso on November 4, 2019 pursuant to the Brownfield Redevelopment Financing Act (PA 381). Eligible activities and the costs of any activity may be adjusted after the date the Plan is approved by the Owosso BRA and City of Owosso, so long as the reimbursement does not exceed the combined total of all eligible activity costs to Owner in the amount of \$406,485.00.

4. Submittal of Costs. Developer may begin submitting applications for reimbursement of actual costs after the Brownfield Plan has been approved by the City and 381 Work Plan approved by the State (if applicable), and may submit additional applications for reimbursement of Eligible Activities after that date but not more often than on a monthly basis. For those actual costs for which Developer seeks reimbursement from the TIR, Developer shall submit to the City the following:

- a. A written statement detailing the activities completed and costs for such activities; and
- b. Copies of invoices from contractors, engineers or others who provided such services for which reimbursement is being sought.

5. Payment of Eligible Brownfield Plan and Work Plan Costs. Unless it disputes whether any costs are Eligible Costs or whether such costs are accurate, the City shall pay to Developer the amounts for which submittals have been made pursuant to Section 2 of this Agreement within thirty (30) days after the City has received the required submittal materials described in Section 2 and/or TIR is available, whichever occurs first.

The City and/or OBRA will make tax increment revenue capture reimbursements to Developer for the duration required to reimburse all requested eligible expenses for the period allowed by Act 381, as amended and approved under the Brownfield Plan.

If the City disputes whether any costs are eligible, or the amount of such costs, the City shall pay the amount not in dispute and shall provide Developer with a written description of the reasons for the City's decision not to reimburse Developer for such costs. The parties shall work together in good faith to resolve any such dispute.

6. Reporting. Developer shall complete and submit to the City annual progress reports, which satisfy the City's obligations under Act 381. The report shall be sent by the City in time for the City to meet the deadlines for submittal under Act 381, which is currently August 31 of each year.

7. Insurance. Developer shall maintain and provide proof of the following current insurance: Comprehensive general liability including automobile insurance for bodily injury, death or loss or damage to property of third persons in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

8. Remedies. If either the City or Owosso defaults under this Agreement, the non-defaulting party may pursue all legal and equitable remedies available under Michigan law.

9. Assignment. Developer's rights and obligations under this Agreement may not be assigned without prior written consent of the City, should a consent be required it will not be unreasonably withheld.



10. Waiver. No term, condition, covenant or provision as to this Agreement may be waived, except in writing, signed by the waiving party. No oral statements, course of conduct or course of dealing shall be deemed a waiver. No waiver by any party of any violation or breach of this Agreement shall be deemed or construed to be a waiver of any other violation or breach, whether continuing waiver of any violation or breach.

11. Termination. This Agreement shall terminate when all of the obligations required under this agreement have been fulfilled, a default has occurred, or upon mutual agreement of the parties.

12. Notices. All notices and communications required by this Agreement shall be in writing and shall be sufficiently given and deemed delivered when received if mailed by registered or certified mail or upon receipt of facsimile addressed to the respective parties as follows:

If to City of Owosso:

Nathan Henne, City Manager  
Owosso City Hall  
301 West Main Street, Owosso, Michigan 48867  
Telephone No. (989) 725-0568

If to Howard Street Development, LLC

Susan Ludington  
Howard Street Development, LLC  
152 East Howard Street, Owosso, MI 48867  
Telephone No. (517) 204-5320

or to such other addresses such party may specify by appropriate notice.

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

For the developer:

For the city:

HOWARD STREET DEVELOPMENT, LLC CITY OF OWOSSO

\_\_\_\_\_  
Susan Ludington  
Its:

\_\_\_\_\_  
Christopher T. Eveleth  
Mayor

\_\_\_\_\_  
Amy K. Kirkland  
City Clerk

EXHIBIT A – Property Legal Description

Parcel # 050.651.020.001.00

COM 90.6' S OF NE COR BLK 20 AL WILLIAMS ADD TH N 90.6' TH NW'LY ALG N LN LOT 1  
122' TH S 124.60' TH E'LY 117' TO POB

**CITY OF OWOSSO**  
**BROWNFIELD REDEVELOPMENT AUTHORITY**

***BROWNFIELD PLAN***

Howard Street Development  
152 E. Howard Street  
Owosso, Michigan 48867

Prepared By:

City of Owosso Brownfield Redevelopment Authority  
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Owosso, Michigan 48867  
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Lansing, Michigan 48910  
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[jp.buckingham@triterria.us](mailto:jp.buckingham@triterria.us)  
Phone: 517-853-2151

August 29, 2019

Approved by the Owosso Brownfield Redevelopment Authority October 9, 2019  
Approved by the Owosso City Council on TBD, 2019

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Attachment A: Legal Description

Attachment B: Letter of Obsolescence

## **1.0 PROJECT SUMMARY**

<b>Project Name:</b>	Ludington Electric/Howard Street Development
<b>Developer:</b>	Howard Street Development, LLC (the “Developer”) 152 E. Howard Street Owosso, Michigan 48867 Carl & Sue Ludington
<b>Property Location:</b>	152 E. Howard Street Owosso, Michigan 48867
<b>Parcel Information:</b>	Parcel ID No. 050-651-020-001-00
<b>Type of Eligible Property:</b>	“Functionally Obsolete”
<b>Project Description:</b>	<p>A redevelopment of the subject property located at 152 E. Howard Street in the City of Owosso. The project includes the rehabilitation of a commercial building into a mixed-use building. The mixed-use project will include a total of 5,259 square feet of ground floor commercial/retail/office space and 7 high-quality residential apartment units on the upper floor of the building(s).</p> <p>The project will also encompass improvements to the site, including improved sidewalks and drives, landscaping, lighting, and drainage on the Property.</p> <p>Brownfield eligible activities proposed by the Developer include environmental assessment, asbestos and lead surveys and abatement, interior building demolition, infrastructure improvements and preparation of a Brownfield Plan and Act 381 Work Plan.</p>
<b>Total Capital Investment:</b>	Total capital investment is estimated at \$1,548,343 of which \$406,485 is currently proposed for Brownfield Reimbursement to the Developer and \$30,597 is proposed for the State Brownfield Revolving Fund.
<b>Estimated Job Creation/Retention:</b>	The redevelopment is anticipated to generate at least 4-6 new full-time equivalent jobs. In addition, this redevelopment will result in the creation/retention of 15 temporary construction related jobs.

**Duration of Plan:** 27 years (starting in 2020). The duration of the Plan includes a 12-year Obsolete Property Rehabilitation Act (OPRA) abatement.

**Developer's  
Reimbursable Costs:** \$406,485

<b>Distribution of New Taxes Paid</b>	
Developer Reimbursement	\$406,485
<b>Sub-Total Reimbursement</b>	<b>\$406,485</b>
State Brownfield Revolving Fund	\$30,597
BRA Administrative Fees	\$10,057
New Taxes to School/City Debt	\$75,589
<b>Sub-Total SBRF Deposits, BRA Admin, New Taxes</b>	<b>\$116,243</b>
<b>Grand Total</b>	<b>\$522,728</b>

## 2.0 INTRODUCTION AND PURPOSE

The City of Owosso Brownfield Redevelopment Authority (the “Authority” or “BRA”), duly established by resolution of the City of Owosso City Council (the “City”), pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (“Act 381”), is authorized to exercise its powers within City of Owosso, Michigan. The purpose of this Brownfield Plan (the “Plan”), to be implemented by the BRA, is to satisfy the requirements for a Brownfield Plan as specified in Act 381.

The Plan allows the BRA to use tax increment financing to reimburse Howard Street Development, LLC (“Developer”) for the costs of eligible activities required to redevelop the eligible property. The proposed redevelopment will only be economically viable with the support and approval of the brownfield redevelopment incentives described herein.

## 3.0 ELIGIBLE PROPERTY INFORMATION

This Brownfield Plan is presented to support the Developer in the redevelopment of the platted parcel of land, situated at the corner of E. Howard Street and S. Park Street in Owosso, Shiawassee County, Michigan (the “Property”). The location of the Property is depicted on Figure 1.

The Property is fully defined in the following table and in Attachment A.

Eligible Property		
Address	Tax ID	Basis of Eligibility
152 E. Howard Street	050-651-020-001-00	“Functionally Obsolete”

The Property consists of approximately 0.286 acres developed with an approximately 10,182 square foot multi-use, two-story commercial building used for storage, an auto repair shop, and by Ludington Electric. The remainder of the property consists gravel drive/parking and landscaping. The Property is currently zoned B-4, General Business District. Former commercial uses of the Property included tire sales and service, a bakery, office space and a wrapping paper warehouse. The Property is surrounded by active residential and commercial property. Property layout and boundaries are depicted on Figure 2. The legal description of the Property is included in Attachment A.

The Property is considered an “eligible property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Owosso, a qualified local governmental unit under MCL 125.2782(k); (c) it has been determined to be “functionally obsolete” as defined in Section 2(u) of ACT 381. The Letter of Obsolescence is included in Attachment B.

#### **4.0 PROPOSED REDEVELOPMENT**

The Project is a complete redevelopment of the subject Property and includes the rehabilitation of the existing commercial two-story building into a mixed-use building. The mixed-use project will include a total of 5,259 square feet of ground floor commercial/retail/office space and 7 high-quality residential apartment units on the upper floor of the building(s).

The total anticipated investment into the redevelopment project is estimated at \$1,548,343. The development will result in the complete rehabilitation of vacant and contaminated property in the City of Owosso. This development will dramatically improve the appearance along Howard Street. The Project will increase density to the area and provide additional support to existing establishments in the City.

The improvements to the Property will be permanent and significantly increase the taxable value of the Property. These improvements will also assist in increasing the property values in the area.

The Project would not be possible without financial support through Brownfield tax increment financing (TIF) and other local incentives outlined in Section 6.12.

This redevelopment is projected to create at least 4-6 new, full time equivalent jobs. Additionally, the Project is estimated to create 15 temporary construction jobs.



## **5.0 BROWNFIELD CONDITIONS**

The Project is comprised of one parcel of land located at 152 E. Howard Street in the City of Owosso, MI (the Property). The Property consists of approximately 0.286 acres developed with an approximately 10,182 square foot, two-story multi-use commercial building containing an auto repair shop and electric company (Ludington Electric) on the first floor and storage on the second floor.

The building was constructed in 1920 and has been used for commercial purposes since. A bakery operated on the Property until at least 1948. By at least 1959 the existing building was used for tire sales and service. By at least 1986 to present portions of the building were used for auto repair. Since 1948 the following businesses were listed for the Property: Byerly J Bakery Inc., Josling Tire and Appliances, Community Tire Service Inc., Charlies Auto Repair, Cartonics Inc., and Ludington Electric.

On the 1946 Sanborn Map a gasoline tank was shown on the southern portion of the Property. On April 18, 2019, Triterra retained Ground Penetrating Radar Systems (GPRS) to perform a geophysical survey (Survey) on the southern and western portions of the Property. The purpose of the Survey was to detect the presence of potential abandoned underground storage tanks (USTs). The Survey included ground-penetrating radar (GPR) and electromagnetic induction (EMI). The results of the Survey did not identify anomalies characteristic of USTs.

Based on the history (auto repair) of the Property, a Soil Gas Investigation was completed to evaluate volatile organic compounds (VOCs) concentrations in the soil-gas below the building foundation. On April 18, 2019, Triterra installed a total of eight sub-slab vapor points (Vapor Pin®) at sampling points located throughout the building. Triterra collected eight soil gas samples using a laboratory prepared 750-ml BottleVac. The soil gas samples were submitted to Merit Laboratories for laboratory analysis of VOCs using EPA Method TO-15. The analytical results indicate the presence of VOCs in the soil gas samples collected beneath the building.

Triterra also completed a Lead-based paint inspection and an Asbestos Assessment. As expected, the building contains lead-based paint and asbestos containing materials (e.g. floor tile and window glazing) that will require abatement prior to interior demolition and renovation.

## **6.0 BROWNFIELD PLAN**

### **6.1 Description of Costs to Be Paid with Tax Increment Revenues and Summary of Eligible Activities**

The Developer will be reimbursed for the costs of eligible Michigan Department of Environmental Great Lakes and Energy (EGLE) and Michigan Strategic Funds (MSF) activities necessary to prepare the Property for redevelopment. The activities that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381.

EGLE and MSF eligible activities include environmental site assessment activities, due care activities, selective building demolition, Asbestos and Lead surveys and abatement, public infrastructure improvements and preparation of the Brownfield Plan and Act 381 Work Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state revenues generated by the Property redevelopment and captured by the BRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the “Reimbursement Agreement”).

The total cost of activities eligible for Developer reimbursement from tax increment revenues is projected to be \$406,485.

The eligible activities are summarized on the following page.

**STATE AND LOCAL ELIGIBLE ACTIVITIES**

**EGLE Eligible Activities**

Due Care Investigation.....	\$6,700
Vapor Mitigation System .....	\$36,800
<b>Total EGLE Eligible Activities.....</b>	<b>\$43,500</b>

**MSF Eligible Activities**

Asbestos and Lead Activities.....	\$34,000
Demolition .....	\$233,225
Infrastructure Improvements.....	\$25,875
<b>Total MSF Eligible Activities.....</b>	<b>\$293,100</b>
<b>Total DEQ and MSF Eligible Activities.....</b>	<b>\$336,600</b>
Contingency (15%) .....	\$48,885
Brownfield Plan / Act 381 Work Plan Preparation .....	\$21,000
<b>TOTAL DEVELOPER ELIGIBLE ACTIVITIES.....</b>	<b>\$406,485</b>

A breakdown in eligible activities between the Developer are provided in Table 1, Brownfield Eligible Activities.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Plan is not exceeded, line item costs of eligible activities may be adjusted within DEQ eligible activities and MSF eligible activities after the date this Plan is approved by the Cheboygan City Council.

**6.2 Estimate of Captured Taxable Value, Tax Increment Revenues and Impact of Tax Increment Financing on Taxing Jurisdictions**

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property redevelopment and captured

by the BRA. It is the intent of this Plan to include the capture of the School Operating and State Education Tax.

The 2019 taxable value of the Property is \$47,942 which is the initial taxable value for this Plan. A 12-year tax abatement from local taxes only is planned under the Obsolete Property Rehabilitation Act ("OPRA").

The estimated final taxable value of \$355,837 should be established in 2020. The actual taxable value will be determined by the City Assessor after the development is completed.

It is estimated that the BRA will capture tax increment revenues from 2020 through 2046 to reimburse the cost of the eligible activities and capture for deposit into the State Brownfield Revolving Fund.

The total impact of incremental tax capture on taxing jurisdictions is estimated at \$566,860.

<b>Distribution of New Taxes Paid</b>	
Developer Reimbursement	\$406,485
<b><i>Sub-Total Reimbursement</i></b>	<b><i>\$406,485</i></b>
State Brownfield Revolving Fund	\$30,597
BRA Administrative Fees	\$10,057
New Taxes to School/City Debt	\$75,589
<b><i>Sub-Total SBRF Deposits, New Taxes</i></b>	<b><i>\$116,243</i></b>
<b>Grand Total</b>	<b><i>\$522,728</i></b>

Impact to specific taxing jurisdictions is presented in Table 2, Tax Increment Revenue Capture Estimates and a schedule of tax increment revenue is presented in Table 3, Tax Increment Revenue Allocation Table.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all real and personal taxable improvements on the Property as determined by the City Assessor and the actual millage rates levied by the various taxing jurisdictions during each year of the plan. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and the millage rates set each year by the taxing jurisdictions.

### **6.3 Method of Financing Plan Costs and Description of Advances by the Municipality**

The Developer is ultimately responsible for financing the costs of its specific eligible activities included in this Plan. Neither the BRA nor the City will advance any funds to finance the eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan.

### **6.4. Maximum Amount of Note or Bonded Indebtedness**

Eligible activities are to be financed by the Developer. The BRA and/or the City will not incur any note or bonded indebtedness to finance Brownfield eligible activities outlined in this Plan.

### **6.5 Duration of Brownfield Plan**

The duration of this Plan amendment is projected to be 27 years total tax capture after the first year of tax capture anticipated as 2020. The duration of the Plan includes 27 years of Tax Increment Revenue (TIR) capture for reimbursement to the Developer and deposits into the State Brownfield Revolving Fund. The first 12 years of the Plan include an Obsolete Property Rehabilitation Act (OPRA) abatement.

In no event shall the duration of the Plan exceed 30 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

### **6.6 Legal Description, Property Map, Property Characteristics and Personal Property**

A legal description of the Property is provided in Attachment A. The general Property location and boundaries are shown on Figures 2.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

#### **6.7 Estimates of Residents and Displacement of Families**

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development.

#### **6.8 Plan for Relocation of Displaced Persons**

No persons will be displaced as a result of this development. Therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

#### **6.9 Provisions for Relocation Costs**

No persons will be displaced as result of this development and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Plan.

#### **6.10 Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Plan.

#### **6.11 Description of the Proposed Use of Local Brownfield Revolving Fund**

No LBRF monies will be used to finance or reimburse eligible activities described in the Brownfield Plan.

#### **6.12 Other Material that the Authority or Governing Body Considers Pertinent**

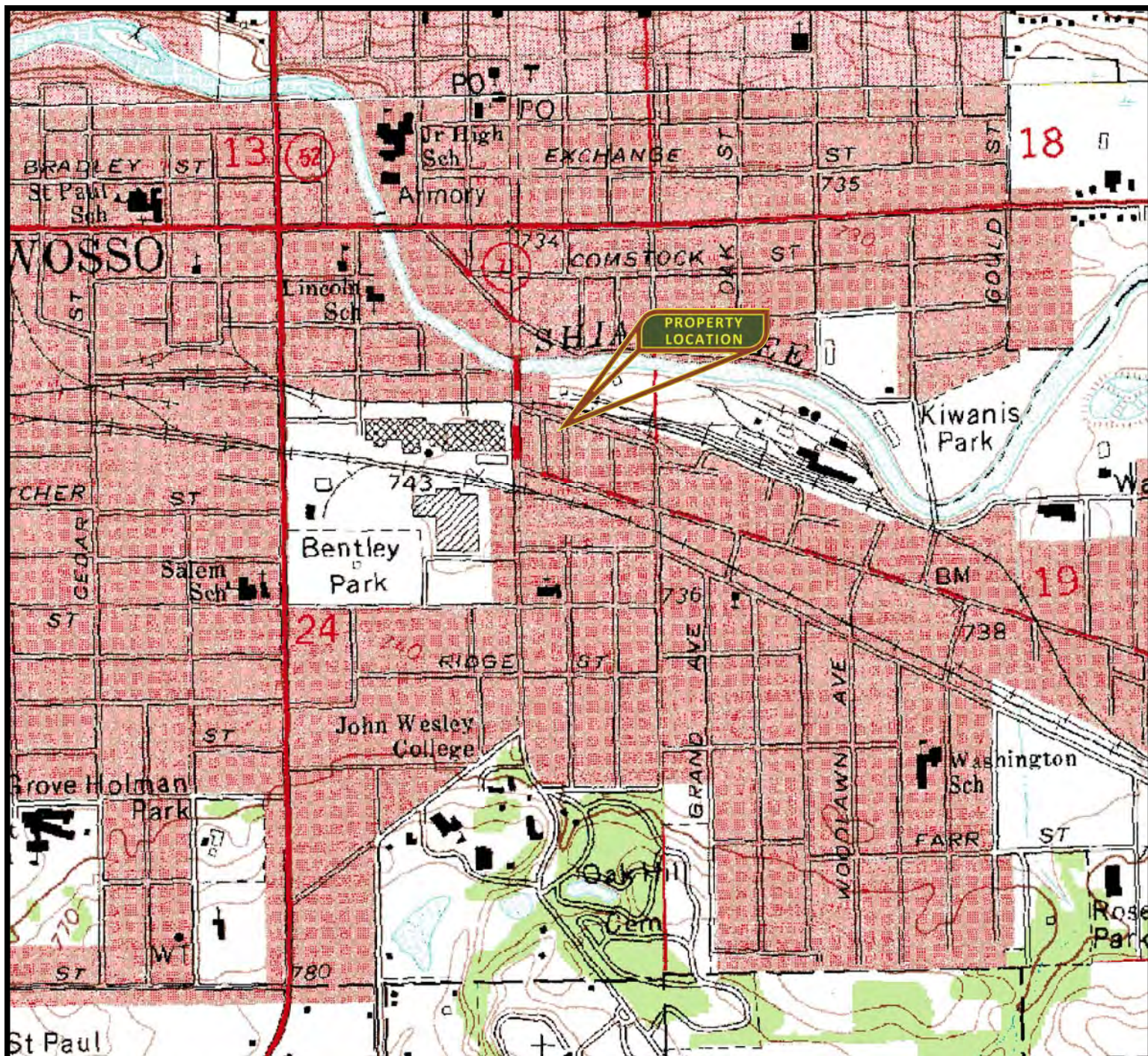
In addition to the 12-year tax abatement outlined herein, the Developer is considering additional financial support through the Community Development Block Grant (CDBG) distributed through the Michigan Economic Development Corporation (MEDC).

## **FIGURES**

**Figure 1: Property Location Map**

**Figure 2: Eligible Property Boundary Map**





## FIGURE 1 PROPERTY LOCATION

150-152 EAST HOWARD STREET  
OWOSSO, MICHIGAN 49721

SHIAWASSEE COUNTY  
T7N, R2E, SECTION 24

PROJECT NUMBER: 19-2083

ADAPTED FROM MI GEOGRAPHIC DATA LIBRARY DRG

TRI TERRA



500 0 500 1000 1500 ft



1:12000







**TRI TERRA**

**FIGURE 2**

**PROPERTY ORIENTATION DIAGRAM**

**150-152 EAST HOWARD STREET  
OWOSSO, MICHIGAN 49721**

PROJECT NUMBER: 19-2083

DATE: 2/20/2019

DIAGRAM CREATED BY: GAR

## **TABLES**

**Table 1: Brownfield Eligible Activities**

**Table 2: Tax Increment Revenue Capture Estimates**

**Table 3: Tax Increment Revenue Reimbursement Allocation Table**

**Table 1**  
**Brownfield Eligible Activities**  
**152 E. Howard Street**  
**Owosso, MI**  
**August 29, 2019**

					REIMBURSEMENT ALLOCATION		
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT TYPE	UNIT RATE	ESTIMATED TOTAL COST	EGL E ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES
<b>EGL E ELIGIBLE ACTIVITIES</b>							
<b>Department Specific Activities</b>							
Due Care Investigation	1	LS	\$ 6,700	\$ 6,700	\$ 6,700		
Vapor Mitigation System	1	SF	\$ 36,800	\$ 36,800	\$ -		\$ 36,800
<b>EGL E ELIGIBLE ACTIVITIES SUB-TOTAL</b>				<b>\$ 43,500</b>	<b>\$ 6,700</b>	<b>\$ -</b>	<b>\$ 36,800</b>
<b>MSF ELIGIBLE ACTIVITIES</b>							
<b>Asbestos and Lead Activities</b>							
Asbestos - Assessment/Survey	1	LS	\$ 3,000	\$ 3,000		\$ 3,000	
Lead-based Paint Inspection	1	LS	\$ 1,000	\$ 1,000		\$ 1,000	
Asbestos & Lead Abatement	1	LS	\$ 30,000	\$ 30,000		\$ 30,000	
<b>Subtotal Asbestos and Lead Activities</b>				<b>\$ 34,000</b>		<b>\$ 34,000</b>	<b>\$ -</b>
<b>Demolition</b>							
Demolition - Building/Interior	1	LS	\$ 230,225	\$ 230,225		\$ 230,225	
Demolition - Soft Costs including Permits / Disconnect Fees	1	LS	\$ 3,000	\$ 3,000		\$ 3,000	
<b>Subtotal Demolition Activities</b>				<b>\$ 233,225</b>	<b>\$ -</b>	<b>\$ 233,225</b>	<b>\$ -</b>
<b>Infrastructure Improvements</b>							
Sidewalks and Pavers in Right of Way	1	LS	\$ 25,875	\$ 25,875		\$ 25,875	
<b>Subtotal Infrastructure Improvement Activities</b>				<b>\$ 25,875</b>		<b>\$ 25,875</b>	<b>\$ -</b>
<b>MSF ELIGIBLE ACTIVITIES SUB-TOTAL</b>				<b>\$ 293,100</b>	<b>\$ -</b>	<b>\$ 293,100</b>	<b>\$ -</b>
<b>MSF AND EGL E ELIGIBLE ACTIVITIES SUB-TOTAL</b>				<b>\$ 336,600</b>	<b>\$ 6,700</b>	<b>\$ 293,100</b>	<b>\$ 36,800</b>
Contingency (15%)				\$ 48,885	\$ -	\$ 43,365	\$ 5,520
Brownfield Plan & Act 381 Work Plan Preparation	1	LS	\$ 21,000	\$ 21,000	\$ 10,500	\$ 10,500	
<b>TOTAL ELIGIBLE COST FOR REIMBURSEMENT:</b>				<b>\$ 406,485</b>	<b>\$ 17,200</b>	<b>\$ 346,965</b>	<b>\$ 42,320</b>

**NOTES:**

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information. It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.  
Costs for Due Care Investigation, Asbestos and Lead Survey, Brownfield Plan and Act 381 Work Plan are excluded from contingency calculation.

Table 2  
Tax Increment Revenue Capture Estimates  
152 E. Howard Street  
Owosso, MI  
August 29, 2019

Estimated Taxable Value (TV) Increase Rate:		2%																	
Plan Year	2020 1	2021 2	2022 3	2023 4	2024 5	2025 6	2026 7	2027 8	2028 9	2029 10	2030 11	2031 12	2032 13	2033 14	2034 15	2035 16	2036 17		
Base Taxable Value (TV) of Land	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786		
Base Taxable Value (TV) of Building	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156		
Estimated New TV for Land	\$ 26,302	\$ 26,828	\$ 27,364	\$ 27,912	\$ 28,470	\$ 29,039	\$ 29,620	\$ 30,212	\$ 30,817	\$ 31,433	\$ 32,062	\$ 32,703	\$ 33,357	\$ 34,024	\$ 34,705	\$ 35,399	\$ 36,107		
Estimated New TV for Building	\$ 329,536	\$ 336,126	\$ 342,849	\$ 349,706	\$ 356,700	\$ 363,834	\$ 371,111	\$ 378,533	\$ 386,104	\$ 393,826	\$ 401,702	\$ 409,736	\$ 417,931	\$ 426,290	\$ 434,815	\$ 443,512	\$ 452,382		
Incremental Difference for Land (New TV - Base TV)	\$ 516	\$ 1,042	\$ 1,578	\$ 2,126	\$ 2,684	\$ 3,253	\$ 3,834	\$ 4,426	\$ 5,031	\$ 5,647	\$ 6,276	\$ 6,917	\$ 7,571	\$ 8,238	\$ 8,919	\$ 9,613	\$ 10,321		
Incremental Difference for Building (New TV - Base TV)	\$ 307,380	\$ 313,970	\$ 320,693	\$ 327,550	\$ 334,544	\$ 341,678	\$ 348,955	\$ 356,377	\$ 363,948	\$ 371,670	\$ 379,546	\$ 387,580	\$ 395,775	\$ 404,134	\$ 412,659	\$ 421,356	\$ 430,226		
Total Incremental Difference	\$ 307,895	\$ 315,012	\$ 322,271	\$ 329,676	\$ 337,228	\$ 344,931	\$ 352,789	\$ 360,803	\$ 368,978	\$ 377,317	\$ 385,822	\$ 394,497	\$ 403,346	\$ 412,372	\$ 421,578	\$ 430,968	\$ 440,547		

School Capture	Millage Rate																		
School Operating	18.0000		\$ 5,542	\$ 5,670	\$ 5,801	\$ 5,934	\$ 6,070	\$ 6,209	\$ 6,350	\$ 6,494	\$ 6,642	\$ 6,792	\$ 6,945	\$ 7,101	\$ 7,260	\$ 7,423	\$ 7,588	\$ 7,757	\$ 7,930
State Education Tax (SET)	6.0000		\$ 1,847	\$ 1,890	\$ 1,934	\$ 1,978	\$ 2,023	\$ 2,070	\$ 2,117	\$ 2,165	\$ 2,214	\$ 2,264	\$ 2,315	\$ 2,367	\$ 2,420	\$ 2,474	\$ 2,529	\$ 2,586	\$ 2,643
School Total:	24.0000	45.81%	\$ 7,389	\$ 7,560	\$ 7,735	\$ 7,912	\$ 8,093	\$ 8,278	\$ 8,467	\$ 8,659	\$ 8,855	\$ 9,056	\$ 9,260	\$ 9,468	\$ 9,680	\$ 9,897	\$ 10,118	\$ 10,343	\$ 10,573

Local Capture	Millage Rate																		
City Operating	14.0070		\$ 7	\$ 15	\$ 22	\$ 30	\$ 38	\$ 46	\$ 54	\$ 62	\$ 70	\$ 79	\$ 88	\$ 97	\$ 5,650	\$ 5,776	\$ 5,905	\$ 6,037	\$ 6,171
County Operating	5.5405		\$ 3	\$ 6	\$ 9	\$ 12	\$ 15	\$ 18	\$ 21	\$ 25	\$ 28	\$ 31	\$ 35	\$ 38	\$ 2,235	\$ 2,285	\$ 2,336	\$ 2,388	\$ 2,441
Seniors	0.4300		\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 3	\$ 173	\$ 177	\$ 181	\$ 185	\$ 189
Medical Care Facility	1.9948		\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 6	\$ 8	\$ 9	\$ 10	\$ 11	\$ 13	\$ 14	\$ 805	\$ 823	\$ 841	\$ 860	\$ 879
Veterans PA214	0.1000		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 40	\$ 41	\$ 42	\$ 43	\$ 44
Veterans Voted	0.1994		\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 80	\$ 82	\$ 84	\$ 86	\$ 88
MSU Extension	0.0757		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 31	\$ 31	\$ 32	\$ 33	\$ 33
Intermediate School District	4.4668		\$ 2	\$ 5	\$ 7	\$ 9	\$ 12	\$ 15	\$ 17	\$ 20	\$ 22	\$ 25	\$ 28	\$ 31	\$ 1,802	\$ 1,842	\$ 1,883	\$ 1,925	\$ 1,968
Library	1.2423		\$ 1	\$ 1	\$ 2	\$ 3	\$ 3	\$ 4	\$ 5	\$ 5	\$ 6	\$ 7	\$ 8	\$ 9	\$ 501	\$ 512	\$ 524	\$ 535	\$ 547
SATA	0.3333		\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 134	\$ 137	\$ 141	\$ 144	\$ 147
Local Total:	28.3898	54.19%	\$ 15	\$ 30	\$ 45	\$ 60	\$ 76	\$ 92	\$ 109	\$ 126	\$ 143	\$ 160	\$ 178	\$ 196	\$ 11,451	\$ 11,707	\$ 11,969	\$ 12,235	\$ 12,507
Total Capturable Taxes:	52.3898	#####	\$ 7,404	\$ 7,590	\$ 7,779	\$ 7,973	\$ 8,170	\$ 8,371	\$ 8,576	\$ 8,785	\$ 8,998	\$ 9,216	\$ 9,438	\$ 9,664	\$ 21,131	\$ 21,604	\$ 22,086	\$ 22,578	\$ 23,080

Non-Capturable Millages - New Tax Revenue	Millage Rate																		
Sinking Fund	3.0000		\$ 924	\$ 945	\$ 967	\$ 989	\$ 1,012	\$ 1,035	\$ 1,058	\$ 1,082	\$ 1,107	\$ 1,132	\$ 1,157	\$ 1,183	\$ 1,210	\$ 1,237	\$ 1,265	\$ 1,293	\$ 1,322
School Debt	4.7300		\$ 1,456	\$ 1,490	\$ 1,524	\$ 1,559	\$ 1,595	\$ 1,632	\$ 1,669	\$ 1,707	\$ 1,745	\$ 1,785	\$ 1,825	\$ 1,866	\$ 1,908	\$ 1,951	\$ 1,994	\$ 2,038	\$ 2,084
City Debt	1.9700		\$ 607	\$ 621	\$ 635	\$ 649	\$ 664	\$ 680	\$ 695	\$ 711	\$ 727	\$ 743	\$ 760	\$ 777	\$ 795	\$ 812	\$ 831	\$ 849	\$ 868
Total Non-Capturable Taxes:	6.7000																		

Table 2  
Tax Increment Revenue Capture Estimates  
152 E. Howard Street  
Owosso, MI  
August 29, 2019

Estimated Taxable Value (TV) Increase Rate:												
Plan Year	2037 18	2038 19	2039 20	2040 21	2041 22	2042 23	2043 24	2044 25	2045 26	2046 27		
Base Taxable Value (TV) of Land	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786	\$ 25,786		
Base Taxable Value (TV) of Building	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156	\$ 22,156		
Estimated New TV for Land	\$ 36,829	\$ 37,565	\$ 38,317	\$ 39,083	\$ 39,865	\$ 40,662	\$ 41,475	\$ 42,305	\$ 43,151	\$ 44,014		
Estimated New TV for Building	\$ 461,430	\$ 470,658	\$ 480,071	\$ 489,673	\$ 499,466	\$ 509,456	\$ 519,645	\$ 530,038	\$ 540,638	\$ 551,451		
Incremental Difference for Land (New TV - Base TV)	\$ 11,043	\$ 11,779	\$ 12,531	\$ 13,297	\$ 14,079	\$ 14,876	\$ 15,689	\$ 16,519	\$ 17,365	\$ 18,228		
Incremental Difference for Building (New TV - Base TV)	\$ 439,274	\$ 448,502	\$ 457,915	\$ 467,517	\$ 477,310	\$ 487,300	\$ 497,489	\$ 507,882	\$ 518,482	\$ 529,295		
Total Incremental Difference	\$ 450,316	\$ 460,282	\$ 470,446	\$ 480,814	\$ 491,389	\$ 502,175	\$ 513,178	\$ 524,400	\$ 535,847	\$ 547,000		
School Capture	Millage Rate											
School Operating	18.0000	\$ 8,106	\$ 8,285	\$ 8,468	\$ 8,655	\$ 8,845	\$ 9,039	\$ 9,237	\$ 9,439	\$ -	\$ -	\$ 183,583
State Education Tax (SET)	6.0000	\$ 2,702	\$ 2,762	\$ 2,823	\$ 2,885	\$ 2,948	\$ 3,013	\$ 3,079	\$ 3,146	\$ -	\$ -	\$ 61,194
School Total:	24.0000	\$ 10,808	\$ 11,047	\$ 11,291	\$ 11,540	\$ 11,793	\$ 12,052	\$ 12,316	\$ 12,586	\$ -	\$ -	\$ 244,777
Local Capture	Millage Rate											
City Operating	14.0070	\$ 6,308	\$ 6,447	\$ 6,590	\$ 6,735	\$ 6,883	\$ 7,034	\$ 7,188	\$ 7,345	\$ 7,506	\$ 7,662	\$ 99,842
County Operating	5.5405	\$ 2,495	\$ 2,550	\$ 2,607	\$ 2,664	\$ 2,723	\$ 2,782	\$ 2,843	\$ 2,905	\$ 2,969	\$ 3,031	\$ 39,493
Seniors	0.4300	\$ 194	\$ 198	\$ 202	\$ 207	\$ 211	\$ 216	\$ 221	\$ 225	\$ 230	\$ 235	\$ 3,065
Medical Care Facility	1.9948	\$ 898	\$ 918	\$ 938	\$ 959	\$ 980	\$ 1,002	\$ 1,024	\$ 1,046	\$ 1,069	\$ 1,091	\$ 14,219
Veterans PA214	0.1000	\$ 45	\$ 46	\$ 47	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 54	\$ 55	\$ 713
Veterans Voted	0.1994	\$ 90	\$ 92	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 105	\$ 107	\$ 109	\$ 1,421
MSU Extension	0.0757	\$ 34	\$ 35	\$ 36	\$ 36	\$ 37	\$ 38	\$ 39	\$ 40	\$ 41	\$ 41	\$ 540
Intermediate School District	4.4668	\$ 2,011	\$ 2,056	\$ 2,101	\$ 2,148	\$ 2,195	\$ 2,243	\$ 2,292	\$ 2,342	\$ 2,394	\$ 2,443	\$ 31,839
Library	1.2423	\$ 559	\$ 572	\$ 584	\$ 597	\$ 610	\$ 624	\$ 638	\$ 651	\$ 666	\$ 680	\$ 8,855
SATA	0.3333	\$ 150	\$ 153	\$ 157	\$ 160	\$ 164	\$ 167	\$ 171	\$ 175	\$ 179	\$ 182	\$ 2,376
Local Total:	28.3898	\$ 12,784	\$ 13,067	\$ 13,356	\$ 13,650	\$ 13,950	\$ 14,257	\$ 14,569	\$ 14,888	\$ 15,213	\$ 15,529	\$ 202,362
Total Capturable Taxes:	52.3898	\$ 23,592	\$ 24,114	\$ 24,647	\$ 25,190	\$ 25,744	\$ 26,309	\$ 26,885	\$ 27,473	\$ 15,213	\$ 15,529	
Non-Capturable Millages - New Tax Revenue	Millage Rate											
Sinking Fund	3.0000	\$ 1,351	\$ 1,381	\$ 1,411	\$ 1,442	\$ 1,474	\$ 1,507	\$ 1,540	\$ 1,573	\$ 1,608	\$ 1,641	\$ 33,846
School Debt	4.7300	\$ 2,130	\$ 2,177	\$ 2,225	\$ 2,274	\$ 2,324	\$ 2,375	\$ 2,427	\$ 2,480	\$ 2,535	\$ 2,587	\$ 53,363
City Debt	1.9700	\$ 887	\$ 907	\$ 927	\$ 947	\$ 968	\$ 989	\$ 1,011	\$ 1,033	\$ 1,056	\$ 1,078	\$ 22,225
Total Non-Capturable Taxes:	6.7000											\$ 75,589



Table 3  
Tax Increment Revenue Reimbursement Allocation Table  
152 E. Howard Street  
Owosso, MI  
August 29, 2019

Developer/City Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	58.8%	\$ 214,180	\$ -	\$ 214,180
Local	41.2%	\$ 149,986	\$ 42,320	\$ 192,306
TOTAL		\$ 364,165	\$ 42,320	\$ 406,485
EGLE	4.7%	\$ 17,200		
MSF	95.3%	\$ 346,965		

Estimated Total Years of Plan: 27

Administrative Fees & Loan Funds*	
State Brownfield Revolving Fund	\$ 30,597
BRA Administrative Fees	\$ 10,057
Local Brownfield Revolving Fund	\$ -

\* During the life of the Plan

		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Available Tax Increment Revenue (TIR)																		
Total State Tax Capture Available	\$	7,389	\$ 7,560	\$ 7,735	\$ 7,912	\$ 8,093	\$ 8,278	\$ 8,467	\$ 8,659	\$ 8,855	\$ 9,056	\$ 9,260	\$ 9,468	\$ 9,680	\$ 9,897	\$ 10,118	\$ 10,343	\$ 10,573
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$	924	\$ 945	\$ 967	\$ 989	\$ 1,012	\$ 1,035	\$ 1,058	\$ 1,082	\$ 1,107	\$ 1,132	\$ 1,157	\$ 1,183	\$ 1,210	\$ 1,237	\$ 1,265	\$ 1,293	\$ 1,322
State TIR Available for Reimbursement to Developer	\$	6,466	\$ 6,615	\$ 6,768	\$ 6,923	\$ 7,082	\$ 7,244	\$ 7,409	\$ 7,577	\$ 7,749	\$ 7,924	\$ 8,102	\$ 8,284	\$ 8,470	\$ 8,660	\$ 8,853	\$ 9,050	\$ 9,251
Total Local Tax Capture Available	\$	15	\$ 30	\$ 45	\$ 60	\$ 76	\$ 92	\$ 109	\$ 126	\$ 143	\$ 160	\$ 178	\$ 196	\$ 11,451	\$ 11,707	\$ 11,969	\$ 12,235	\$ 12,507
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for BRA Administrative Fees (5%)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 573	\$ 585	\$ 598	\$ 612	\$ 625
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TIR)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement to Developer	\$	15	\$ 30	\$ 45	\$ 60	\$ 76	\$ 92	\$ 109	\$ 126	\$ 143	\$ 160	\$ 178	\$ 196	\$ 10,878	\$ 11,122	\$ 11,370	\$ 11,623	\$ 11,882
Total State & Local TIR Available for Reimbursement to Developer	\$	6,480	\$ 6,645	\$ 6,813	\$ 6,984	\$ 7,158	\$ 7,336	\$ 7,517	\$ 7,703	\$ 7,891	\$ 8,084	\$ 8,280	\$ 8,481	\$ 19,349	\$ 19,782	\$ 20,223	\$ 20,674	\$ 21,133
DEVELOPER	Beginning Balance																	
	\$ 406,485	\$ 400,005	\$ 393,360	\$ 386,547	\$ 379,564	\$ 372,406	\$ 365,070	\$ 357,552	\$ 349,850	\$ 341,958	\$ 333,875	\$ 325,594	\$ 317,113	\$ 297,765	\$ 277,983	\$ 257,760	\$ 237,086	\$ 215,953
MSF Eligible Activities	\$ 346,965	\$ 340,791	\$ 334,460	\$ 327,969	\$ 321,315	\$ 314,495	\$ 307,506	\$ 300,344	\$ 293,005	\$ 285,486	\$ 277,784	\$ 269,895	\$ 261,814	\$ 243,380	\$ 224,532	\$ 205,264	\$ 185,567	\$ 165,432
State Tax Reimbursement	\$ 204,064	\$ 6,160	\$ 6,303	\$ 6,448	\$ 6,596	\$ 6,747	\$ 6,901	\$ 7,059	\$ 7,219	\$ 7,383	\$ 7,549	\$ 7,720	\$ 7,893	\$ 8,070	\$ 8,251	\$ 8,435	\$ 8,623	\$ 8,815
Local Tax Reimbursement	\$ 142,901	\$ 14	\$ 28	\$ 43	\$ 57	\$ 73	\$ 88	\$ 104	\$ 120	\$ 136	\$ 153	\$ 170	\$ 187	\$ 10,365	\$ 10,596	\$ 10,833	\$ 11,074	\$ 11,320
EGLE Eligible Activities	\$ 17,200	\$ 16,894	\$ 16,580	\$ 16,258	\$ 15,928	\$ 15,590	\$ 15,244	\$ 14,889	\$ 14,525	\$ 14,152	\$ 13,771	\$ 13,379	\$ 12,979	\$ 12,065	\$ 11,131	\$ 10,176	\$ 9,199	\$ 8,201
State Tax Reimbursement	\$ 10,116	\$ 305	\$ 312	\$ 320	\$ 327	\$ 334	\$ 342	\$ 350	\$ 358	\$ 366	\$ 374	\$ 383	\$ 391	\$ 400	\$ 409	\$ 418	\$ 427	\$ 437
Local Tax Reimbursement	\$ 7,084	\$ 1	\$ 1	\$ 2	\$ 3	\$ 4	\$ 4	\$ 5	\$ 6	\$ 7	\$ 8	\$ 8	\$ 9	\$ 514	\$ 525	\$ 537	\$ 549	\$ 561
LOCAL-ONLY Activities	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320
Local-Only Tax Reimbursement	\$ 42,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	\$	6,480	\$ 6,645	\$ 6,813	\$ 6,984	\$ 7,158	\$ 7,336	\$ 7,517	\$ 7,703	\$ 7,891	\$ 8,084	\$ 8,280	\$ 8,481	\$ 19,349	\$ 19,782	\$ 20,223	\$ 20,674	\$ 21,133

Table 3  
Tax Increment Revenue Reimbursement Allocation Table  
152 E. Howard Street  
Owosso, MI  
August 29, 2019

	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS
	18	19	20	21	22	23	24	25	26	27	
Available Tax Increment Revenue (TIR)											
Total State Tax Capture Available	\$ 10,808	\$ 11,047	\$ 11,291	\$ 11,540	\$ 11,793	\$ 12,052	\$ 12,316	\$ 12,586	\$ -	\$ -	
Capture for State Brownfield Revolving Fund (3 mills of SET) (25-Yrs)	\$ 1,351	\$ 1,381	\$ 1,411	\$ 1,442	\$ 1,474	\$ 1,507	\$ 1,540	\$ 1,573			\$ 30,597
State TIR Available for Reimbursement to Developer	\$ 9,457	\$ 9,666	\$ 9,879	\$ 10,097	\$ 10,319	\$ 10,546	\$ 10,777	\$ 11,012	\$ -	\$ -	
Total Local Tax Capture Available	\$ 12,784	\$ 13,067	\$ 13,356	\$ 13,650	\$ 13,950	\$ 14,257	\$ 14,569	\$ 14,888	\$ 15,213	\$ 15,529	
Local Tax Increment to Taxing Unit (10%) ("Pass-Through")	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for BRA Administrative Fees (5%)	\$ 639	\$ 653	\$ 668	\$ 683	\$ 698	\$ 713	\$ 728	\$ 744	\$ 761	\$ 776	\$ 10,057
Capture for Local Brownfield Revolving Fund (LBRF) (5% of available Local TI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement to Developer	\$ 12,145	\$ 12,414	\$ 12,688	\$ 12,968	\$ 13,253	\$ 13,544	\$ 13,841	\$ 14,143	\$ 14,452	\$ 14,753	
Total State & Local TIR Available for Reimbursement to Developer	\$ 21,602	\$ 22,080	\$ 22,567	\$ 23,065	\$ 23,572	\$ 24,090	\$ 24,617	\$ 25,156	\$ 14,452	\$ 14,753	
DEVELOPER											
	\$ 194,351	\$ 172,271	\$ 149,704	\$ 126,639	\$ 103,067	\$ 78,977	\$ 54,360	\$ 29,205	\$ 14,753	\$ (0)	
MSF Eligible Activities	\$ 144,851	\$ 123,814	\$ 102,312	\$ 80,337	\$ 57,878	\$ 34,926	\$ 11,472	\$ 0	\$ 0	\$ 0	
State Tax Reimbursement	\$ 9,010	\$ 9,209	\$ 9,413	\$ 9,620	\$ 9,832	\$ 10,048	\$ 10,268	\$ 10,492	\$ -	\$ -	\$ 204,063.66
Local Tax Reimbursement	\$ 11,572	\$ 11,828	\$ 12,089	\$ 12,355	\$ 12,627	\$ 12,904	\$ 13,187	\$ 979	\$ -	\$ -	\$ 142,901.10
EGLE Eligible Activities	\$ 7,181	\$ 6,138	\$ 5,072	\$ 3,983	\$ 2,869	\$ 1,731	\$ 569	\$ (0)	\$ (0)	\$ (0)	
State Tax Reimbursement	\$ 447	\$ 457	\$ 467	\$ 477	\$ 487	\$ 498	\$ 509	\$ 520	\$ -	\$ -	\$ 10,115.99
Local Tax Reimbursement	\$ 574	\$ 586	\$ 599	\$ 612	\$ 626	\$ 640	\$ 654	\$ 49	\$ -	\$ -	\$ 7,084.46
LOCAL-ONLY Activities	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 42,320	\$ 29,205	\$ 14,753	\$ 0	
Local-Only Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,115	\$ 14,452	\$ 14,753	\$ 42,319.96
TOTAL ANNUAL DEVELOPER REIMBURSEMENT	\$ 21,602	\$ 22,080	\$ 22,567	\$ 23,065	\$ 23,572	\$ 24,090	\$ 24,617	\$ 25,156	\$ 14,452	\$ 14,753	
											\$ 447,139

**ATTACHMENT A**

**Legal Description**



## **ATTACHMENT A**

### **Legal Description**

**152 E. Howard Street  
Owosso, Michigan 48867**

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**152 E. HOWARD STREET (Parcel No. 050-651-020-001-00) – COM 90.6' S OF NE COR BLK 20 AL  
WILLIAMS ADD TH N 90.6' TH NWLY ALG N LN LOT 1 122' TH S 124.60' TH E'LY 117' TO POB**

**ATTACHMENT B**

**Letter of Obsolescence**



301 W. MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-0530 · FAX (989) 723-8854

August 22, 2019

Owosso City Council  
301 W. Main St.  
Owosso, MI 48867

Re: Obsolete Property Rehabilitation District-152 E. Howard St.

Mayor Eveleth & City Council:

As requested, I have inspected and reviewed data related to the aforementioned property in an effort to determine the functional obsolescence of the property involved. Functionally obsolete property is property that is *“unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies of super inadequacies in design, or other similar factors that affect the property itself or the property’s relationship with other surrounding property.”*

This property continues to have functional obsolescence issues and these are those findings.

1. Exterior walls suffer damage and are in need of repair/replacement, structural block failure and cracked mortar;
2. Electrical system and wiring removed in some areas and insufficient for today’s demand requirements. Repair/replacement/upgrade in lighting a must to meet highest and best use of a mixed use facility, Wiring for technology in need of complete replacement. Current system is obsolete and not able to meet today’s requirements;
3. The second floor is completely unusable in its present condition, there is significant structural damage and deteriorated flooring;
4. Interior separation walls damaged in many areas needing removed/replaced;
5. Heating and cooling system needs complete replacement;
6. Dis-repair to most stairs, ramps, landings, decks and doors causing unsafe conditions;
7. Majority of windows are old and some have been boarded up with metal or plywood;

It is my opinion, as a MAAO, Level III Assessor, that the property mentioned above continues to suffer from functional obsolescence, as defined in the State of Michigan Assessor’s Manual and the Brownfield Redevelopment Financing Act.

If you have any further questions, please feel free to contact me at (989) 725-0530.

Respectfully,

Treena Chick  
Assessor, MAAO (3)



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

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# *MEMORANDUM*

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DATE: November 4, 2019

TO: Owosso City Council

FROM: Katherine Fagan, City Treasurer

RE: Hazards and Nuisances Special Assessment Roll

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

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in December of 2018. It lists the invoice numbers, the due date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

Also, attached you will find a list of parcels which were invoiced during the year and were sold at the August or September State tax sale. The State's tax sale process removes any outstanding balances owed on a property and as such the amounts invoiced to each parcel will be written off. No action is required on this secondary list, it is simply provided as a point of information.

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

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for November 18, 2019, to receive citizen comment regarding this roll. An updated list of unpaid invoices will be provided to you at that meeting.

**RESOLUTION NO.**

**SPECIAL ASSESSMENT DISTRICT NO. 2019-01  
HAZARDS AND NUISANCES**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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 Monday, November 18, 2019 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in *The Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.

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

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

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

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

<b>Parcel #</b>	<b>Address</b>	<b>Type of Nuisance</b>	<b>Balance</b>
050-621-002-006-00	321 STATE ST	CLEAN UP	\$765.00
050-390-004-012-00	1260 ADAMS ST	MOWING	\$150.00
050-010-024-003-00	1210 CORUNNA AVE	CLEAN UP	\$170.67
050-010-024-003-00	1210 CORUNNA AVE	CLEAN UP	\$256.74
050-602-006-009-00	823 TRACY ST	CLEAN UP	\$495.33
050-602-017-004-00	1417 FREDERICK ST	METER REPLACEMENT	\$297.72
050-470-017-005-00	220 N PARK ST	METER REPLACEMENT	\$297.72
050-310-002-003-00	900 ADA ST	CLEAN UP	\$2,106.24
050-010-017-030-00	614 ALGER AVE	MOWING	\$150.00
050-240-003-020-00	652 N PARK ST	MOWING	\$170.00
050-390-004-012-00	1260 ADAMS ST	MOWING	\$150.00
050-010-018-007-00	740 WOODLAWN	MOWING	\$150.00

050-420-009-006-00	831 GRAND AVE	MOWING	\$170.00
050-660-011-011-00	216 N LANSING ST	MOWING	\$150.00
050-010-022-003-00	980 CORUNNA AVE	ORDINANCE VIOLATION	\$50.00
050-240-003-020-00	652 N PARK ST	MOWING	\$170.00
050-420-011-015-00	755 BROADWAY AVE	MOWING	\$170.00
050-390-004-012-00	1260 ADAMS ST	MOWING	\$150.00
050-390-004-012-00	1260 ADAMS ST	MOWING	\$150.00
050-050-000-039-00	118 S CEDAR ST	MOWING	\$150.00
050-420-011-015-00	755 BROADWAY AVE	MOWING	\$170.00
050-010-016-006-00	629 ALGER AVE	MOWING	\$170.00
050-710-001-012-00	915 CORUNNA AVE	MOWING	\$210.00
050-390-004-012-00	1260 ADAMS ST	MOWING	\$150.00
050-651-006-007-00	320 CASS ST	CLEAN UP	\$293.22
050-420-011-011-00	719 BROADWAY	CLEAN UP	\$502.96

\$7,815.60

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, November 18, 2019 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.

To: Owosso City Council  
From: Katherine Fagan, City Treasurer  
Date: November 4, 1918



The following invoices consist of unpaid nuisances and hazards that are unable to be leined and must be written off due to State of Michigan tax sale processes in August or September 2019.

Invoice #	Due Date	Parcel #	Address	Type of Nuisance	Balance
4839		050-010-017-032-00	618 ALGER AVE	MOWING	\$150.00
4895		050-010-017-032-00	618 ALGER AVE	MOWING	\$150.00
					<u>300.00</u>



## MEMORANDUM

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

---

DATE: October 28, 2019

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Gould Street – Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. 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. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **November 4, 2019.**

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

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

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



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

Tonight the council will be considering Resolution No. 1 for the proposed district(s) as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item. While this street is not proposed for reconstruction until 2021 the City wishes to apply for Small Urban Program funds for the project, thus early start to the special assessment process.

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

Gould Street: from Oliver Street to Moore Street:                      Street Rehabilitation

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

**RESOLUTION NO.**

**GOULD STREET  
FROM OLIVER STREET TO MOORE STREET  
SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

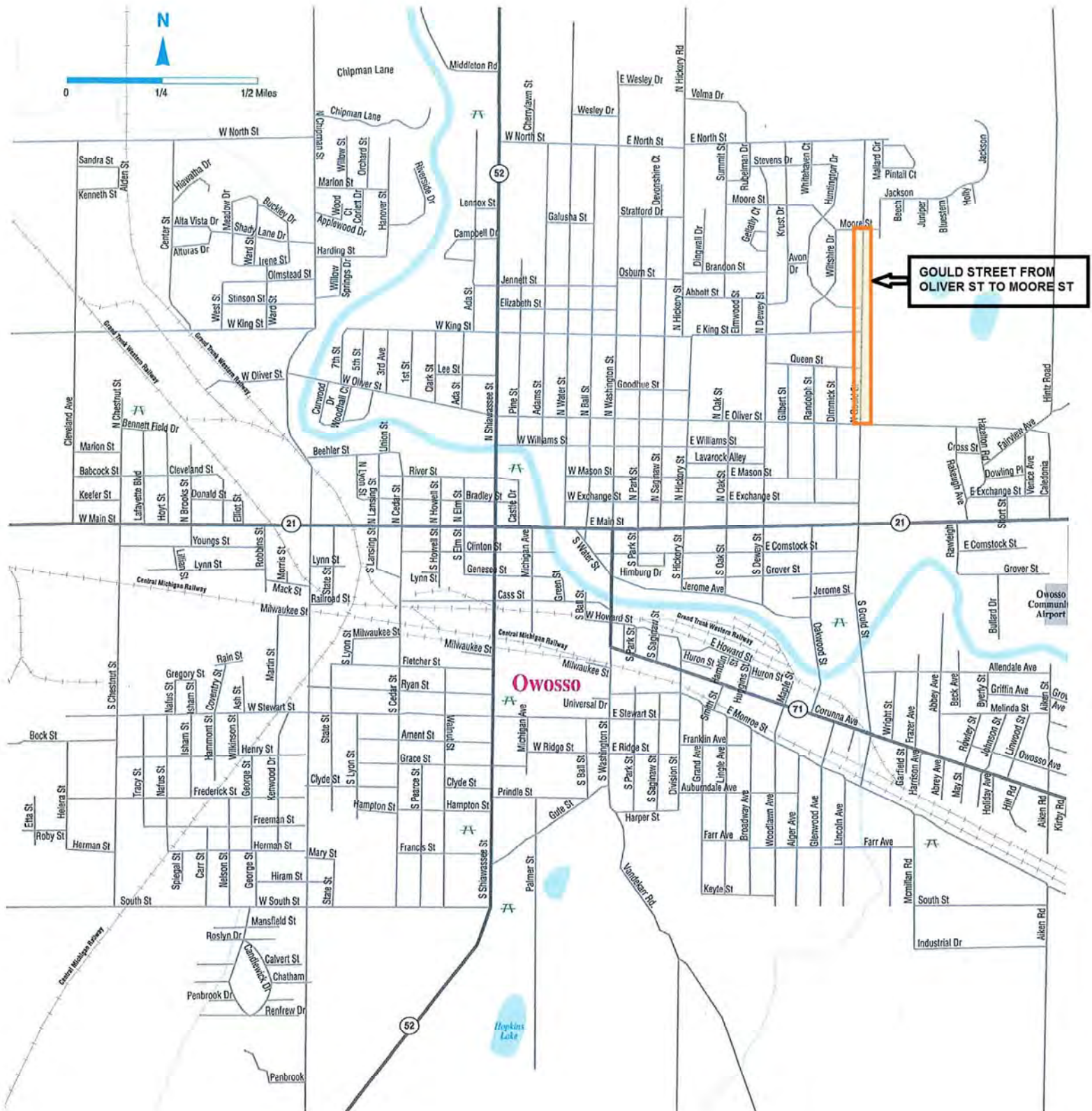
**Gould Street from Oliver Street to Moore Street:  
Street Rehabilitation**

NOW, THEREFORE, BE IT RESOLVED THAT:

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

# GOULD STREET

## FROM OLIVER ST TO MOORE ST





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

---

DATE: 11.4.19  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: Development Agreement –  
Sale of South Street 30 Acres for \$75,000 – BCC Agriculture, LLC

**BACKGROUND:**

BCC Agriculture, LLC offered to purchase 30 acres of industrial zoned property on South Street. The 21 day posting period required by the City Charter for such offers on real property has expired with no other offers for the land. In order to ensure that BCC Ag, LLC develops the property as intended, a development agreement between the purchaser and the City is appropriate.

**RECOMMENDATION:**

Staff recommends finalizing the sale of this 30 acres to BCC Agriculture, LLC in the amount of \$75,000 via execution of this development agreement between BCC and the City of Owosso.

**RESOLUTION NO.**

**RESOLUTION APPROVING A PROPERTY SALE AND DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF OWOSSO AND BCC AGRICULTURE, LLC  
FOR 30 ACRES OF VACANT CITY-OWNED INDUSTRIAL PROPERTY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, received an offer to purchase parcel # 050-549-000-002-00 for \$75,000 on September 30, 2019; and

WHEREAS, the City of Owosso published the offer for 21 days in accordance with City Charter provisions governing sale of City-owned real estate not being actively marketed; and

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

WHEREAS, the property is currently zoned General Industrial I-2; and

WHEREAS, BCC Agriculture, LLC desires to develop an industrial park in the City of Owosso at its expense and sell the individual parcels to third parties; and

WHEREAS, the City of Owosso desires to grant BCC Agriculture, LLC exclusive rights to develop said Industrial Park.

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

FIRST: The City of Owosso agrees to sell parcel #050-549-000-002-00 to BCC Agriculture, LLC for the sum of Seventy-Five Thousand Dollars (\$75,000.00), due at the time of closing.

SECOND: The City of Owosso hereby grants to BCC Agriculture, LLC the exclusive right to develop, market, and sell the industrial park located within the City of Owosso.

THIRD: Development of the site shall commence within 1 year or the City of Owosso has the option to repurchase the site for the purchase price of \$75,000.00.

## DEVELOPMENT AGREEMENT

This Development Agreement is entered into this \_\_\_\_ day of November, 2019 by and between BCC Agriculture, LLC ("BCC"), a Michigan limited liability company, and the City of Owosso ("Owosso").

### Recitals

1. BCC desires to develop an industrial park (the "Park") in the City of Owosso at its expense and sell the individual parcels to third parties.
2. Owosso desires to facilitate the development of the Park and recognizes that the development of the park will also increase the local tax base.
3. Owosso desires to grant BCC exclusive rights to develop the Park.
4. The parties desire to memorialize their agreement by entering into this written agreement.

NOW, THEREFORE, in exchange for the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### Agreement

1. The aforementioned Recitals are restated and incorporated herein as material terms to this Agreement.
2. Owosso hereby grants to BCC the exclusive right to develop, market, and sell the industrial park located within the City of Owosso.
3. In exchange for the rights granted to BCC, BCC hereby agrees to pay Owosso the sum of Seventy-Five Thousand Dollars (\$75,000.00) at the time of closing for the parcel.
4. This Agreement may be terminated by BCC upon thirty (30) day written notice to City of Owosso, including but not limited to any of its municipal bodies, acts in any way to restrict the type of businesses that may operate out of the industrial park.
5. The parties represent and warrant that they have the authority to enter into this Agreement.
6. This Agreement shall be governed by the laws of the State of Michigan.
7. Development of the site shall commence within 1 Year of the date of this agreement or the City of Owosso has the option to repurchase the site for \$ 75,000.00.
8. This Agreement may be signed in counterparts, and facsimile or electronic signatures shall be treated as originals for all purposes.

AGREED TO, INTENDING TO BE BOUND:

BCC AGRICULTURE, LLC

CITY OF OWOSSO

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

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

Printed Name:\_\_\_\_\_

Christopher T. Eveleth, Mayor

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

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

Printed Name:\_\_\_\_\_

Amy K. Kirkland, City Clerk



## MEMORANDUM

Building Department 301 W. Main St. Owosso, MI 989-725-0535

**DATE:** 10/31/2019  
**TO:** Mayor Eveleth and the Owosso City Council  
**FROM:** Brad Hissong, Building Official  
**SUBJECT:** Lot Split Application  
**Parcel No:** 050-480-000-010-00  
**Address:** INDUSTRIAL DR., Parcel 2

### RECOMMENDATION:

I recommend approval of the application for lot split for INDUSTRIAL DR..

### BACKGROUND:

INDUSTRIAL DR. Parcel 2, 050-480-000-010-00 and INDUSTRIAL DR. Parcel 1, 050-480-000-010-00 have the same owner. There is a pole barn located on the property line (the rear property line of both parcels) and owner is requesting 25' of Parcel 2 be added to Parcel 1 for maintaining the pole barn on Parcel 1 and future development on Parcel 2.

### LEGAL DESCRIPTION:

#### CURRENT:

Parcel 1 – The East 100 feet of Lot 1 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records, together with

Parcel 2 – The East ½ of Lot 2 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records.

### PROPOSED DESCRIPTIONS:

Parcel 1 – The East 100 feet of Lot 1 and the North 25 feet of the East ½ of Lot 2 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records, together with

Parcel 2 – The East ½ of Lot 2 EXCEPT the North 25 feet of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records.

### SEE ATTACHED:

The attached lot split request, received on October 29, 2019 from Michael and Cheryl Brown, has been reviewed by each department head within the City of Owosso. The proposed split will conform to present city ordinances.

Therefore, approval by the City Council for this lot split is recommended.

### FISCAL IMPACTS:

N/A





2019-134

Application Fee:  
Single - \$225  
Multiple - \$225 each +  
\$35/resulting lot

## APPLICATION TO DIVIDE PLATTED CITY LOTS

*The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council.*

### Step-By-Step Guide

1. Staff will assist the applicant by explaining the parcel split process, provide site information, review the application and inform that a survey may be required
  2. Applicant submits application with fee
  3. Departmental review of application
  4. Staff prepares memo for next City Council meeting
  5. Send notice to applicant with the date of the City Council meeting
  6. City Clerk notifies the Building Department and Assessor of Council approval or denial
  7. Final approval or denial notice sent to applicant
- Requests for parcel splits can only be approved if the request meets the requirements of the Zoning Ordinance. The resulting split cannot create a parcel that does not meet the minimum dimensional requirements for the district (street frontage and parcel area). If there are structures on the parcel they must meet the side yard and/or rear yard setback as applicable.
  - It is the owner's responsibility to verify that there are no issues/objections to the request by any persons, firms, or corporations having a legal or equitable interest in the land. **The City does not conduct a title search for the property.**
  - If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor to update their Homestead Exemption.
  - The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. The Zoning Administrator reserves the right to require additional information necessary to meet the requirements of the Zoning Ordinance.
  - **ALL DELINQUENT TAXES/SPECIAL ASSESSMENTS/LIENS MUST BE PAID ON ANY PARCEL BEFORE THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.**

### Applicant Information

Name: MICHAEL AND CHERYL BROWN  
Affiliation if Not Owner: \_\_\_\_\_  
Address: 800 W. WILKINSON RD  
Phone: 517 202 7911 mbrown@h2ocsi.com

### Land Division Information

Parcel Address: 1450 South St  
→ Industrial Dr  
Parcel Number: parcel 1 050-480-000-001-00  
parcel 2 - 050-480-000-010-00

### Proposed Use

☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional ☐ Other

Describe the division being proposed

BACK 25' OF PARCEL 2 TO BE ADDED TO THE  
DESCRIPTION OF PARCEL 1, POLE BARN IS BUILT ON  
PROPERTY LINE OF PARCEL 1/2 REQUESTING SPLIT TO  
MAINTAIN POLE BARN FOR ANY FUTURE DEVELOPMENT

Affidavit and Permissions:

- I agree the statements made on this document are true, and if found not to be true, this application and any approvals will be void
- I agree to give permission for officials of the municipality to enter onto property involved in this application for purposes of inspection, to verify that the information provided on the application is correct
- I understand that any approval hereunder only constitutes approval of requested legal descriptions and does not provide, constitute, infer or imply build ability or compliance with any applicable statute, law, building code, deed restriction, or property right
- I agree to comply with the conditions and regulations provided with this parcel division
- I understand that the land division application may take up to 30 days to be processed
- I understand that property tax bills may be issued using the parent parcel(s) and I agree to have the tax bills and other city of Owosso liens charged/billed during this period paid by the appropriate party
- I understand that if property is being conveyed between the parties, requested land division will only take place on city records after recording of deed
- **Divisions require all taxes, special assessments and outstanding invoices be paid in full before the division can be processed**

  
Applicant Signature

10/29/19  
Date

City of Owosso Lot Split Ordinance Sec. 30-5. - Lot division.

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form. (Ord. No. 456, § 1, 12-19-88)

**ASSESSOR TO ATTACH LOT SPLIT FORM WITH CURRENT AND NEW  
DESCRIPTIONS, ASSESSED AND TAXABLE VALUES**

**City of Owosso Division of Platted City Lots Departmental Review**

<b>1. Building Official Recommends:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: <i>No comments APPEARS To be in order</i> <span style="float:right;"><i>ELL 10/29/2019</i></span>		
Signature: _____		
<b>2. Assessor Recommends:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: _____		
Signature: <i>Mike Chick</i>		
<b>3. Treasurer Tax Information:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
County Drain Office Special Assessments: <i>nothing</i>	<input type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
County Treasurer's Office Delinquent Taxes:	<input checked="" type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
Special Assessments:	<input checked="" type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
Comments: _____		
Signature: <i>Katherine Ferguson</i>		
<b>4. Public Utilities Recommends:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: <i>NO UTILITY IMPACT</i>		
Signature: <i>Chad M. Amisano</i>		
<b>5. Engineering Recommends:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: _____		
Signature: <i>Clayton Wehner</i>		
<b>6. Zoning Administrator Recommends:</b>	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: _____		
Signature: <i>Nat R. [Signature]</i>		



CURRENT

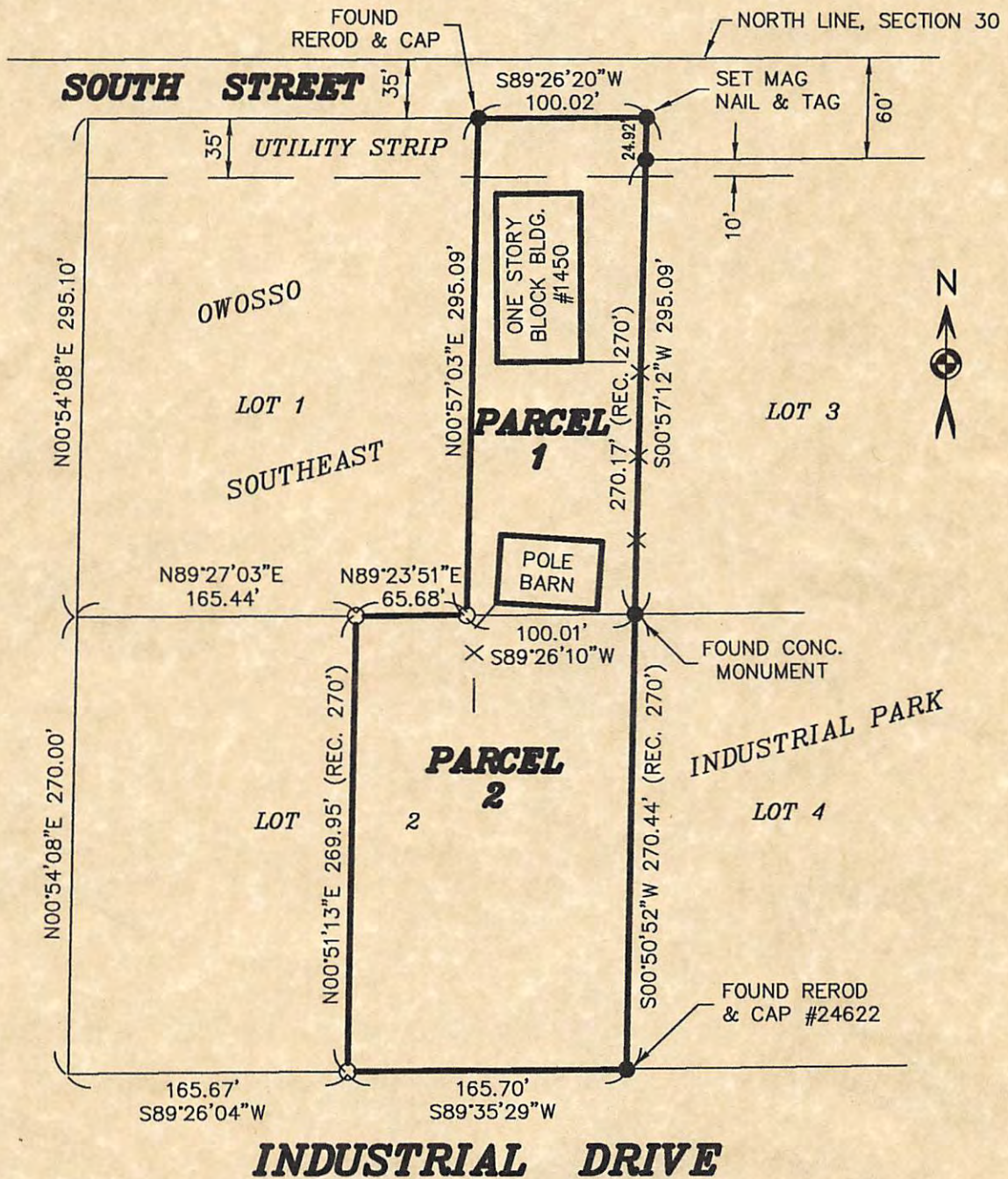
## CERTIFICATE OF LAND SURVEY

### DESCRIPTION (AS PROVIDED):

Parcel 1 — The East 100 feet of Lot 1 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records, together with

Parcel 2 — The East  $\frac{1}{2}$  of Lot 2 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records.

NOTE: Rerods, 18" in length, with cap #24622, were driven at all points marked thus: ○



CLIENT: Michael & Cheryl Brown

DATE: August 22, 2019

SCALE: 1" = 100' JOB NO. 27332

City of Owosso,  
Shiawassee County,  
Michigan

I hereby certify that I have surveyed and mapped the land above platted and/or described on 08/19/2019 and that the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying, and that the requirements of MCL 54.213 have been met.



204 N. SHIAWASSEE ST.  
OWOSSO, MI 48867  
(989) 725-8725  
(810) 659-1053  
FAX (989) 725-2452  
landmark@michonline.net

MARK L. VANRAEMDONCK  
PROFESSIONAL  
SURVEYOR  
No. 24622  
Michigan PS 24622



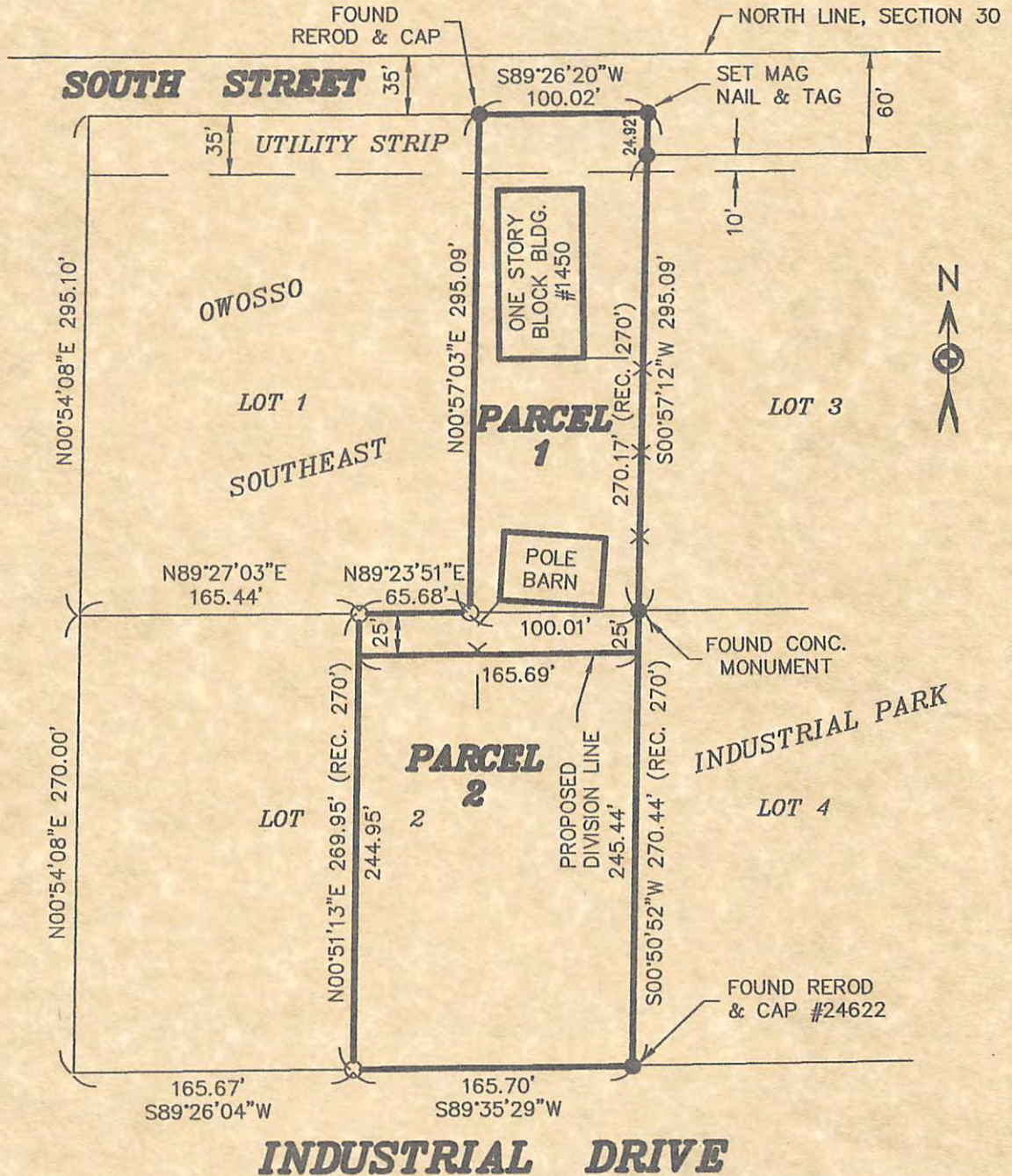
PROPOSED

## CERTIFICATE OF LAND SURVEY

PROPOSED DESCRIPTIONS: Parcel 1 – The East 100 feet of Lot 1 and the North 25 feet of the East  $\frac{1}{2}$  of Lot 2 of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records, together with

Parcel 2 – The East  $\frac{1}{2}$  of Lot 2 EXCEPT the North 25 feet of Owosso Southeast Industrial Park, according to the plat thereof, as recorded in Liber 14 of Plats, Page 272, Shiawassee County Records.

NOTE: Rerods, 18" in length, with cap #24622, were driven at all points marked thus: O



CLIENT: Michael & Cheryl Brown

DATE: August 22, 2019

SCALE: 1" = 100' JOB NO. 27332

City of Owosso,  
Shiawassee County,  
Michigan

REVISED: 10/24/2019

I hereby certify that I have surveyed and mapped the land above platted and/or described on 08/19/2019 and that the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying, and that the requirements of MCL 54.213 have been met.

LANDMARK

SURVEYING

204 N. SHIAWASSEE ST.

OWOSSO, MI 48867

(989) 725-8725

(810) 659-1053

FAX (989) 725-2452

landmark@michonline.net

MARK L.  
VANR-EMDONCK  
PROFESSIONAL  
SURVEYOR  
No. 24622

Mark L. VanR-Emdonck, Michigan PS 24622





DATE: 11.4.19  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: Scheduling and Format for Public Forum with Local Refuse Haulers

**BACKGROUND:**

Earlier this month, City Council requested a public forum be organized by staff to receive input from the local refuse haulers regarding possible changes to the city's refuse collection ordinance. The City hired Carrie Rathbun-Hawkes to facilitate this forum.

**RECOMMENDATION:**

I recommend scheduling this public forum for November 12 at 6:30 P.M. Due to possible overflow attendance, holding this forum in the fire truck bay would provide necessary room for a large public forum.

The format recommended Mrs. Rathbun-Hawkes is as follows:

- Each council member shall have the opportunity to speak for 5 minutes to state their position.
- Each local refuse hauler in attendance shall have the opportunity to speak for 5 minutes to share their position.
- Members of the public shall have up to 3 minutes each to express their thoughts on the matter
- Mrs. Rathbun-Hawkes will lead an open discussion period with council and local refuse haulers

**RESOLUTION NO.**

**SETTING SCHEDULE AND FORMAT FOR  
LOCAL REFUSE HAULER AND CITY COUNCIL PUBLIC FORUM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, set a goal in January 2019 to discuss improvements to the City's refuse collection ordinance; and

WHEREAS, the City of Owosso passed a resolution on October 21, 2019 to not consider a single hauler ordinance option until City staff could organize a public forum with City Council and the local refuse hauling organizations to hear their opinions.

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

- FIRST: the City of Owosso will hold a public forum for City Council to hear from the local refuse hauling organizations on possible changes to the City's refuse collection ordinance.
- SECOND: this public forum shall be held on Tuesday, November 12, 2019 at 6:30 p.m. in the Owosso Public Safety Building's fire truck bay, 202 S. Water Street.
- THIRD: The format shall be to allow council members the opportunity to state their opinion for a maximum of 5 minutes each, that representatives of the local refuse hauling organizations shall have the opportunity to state their opinions for a maximum of 5 minutes each, that members of the public shall have up to 3 minutes each to share their opinion(s) on possible changes to the refuse collection ordinance, and that the City's Public Relations consultant shall then lead a discussion period between City Council and representatives of the local refuse hauling organizations.



## **MEMORANDUM**

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301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ [WWW.CI.OWOSSO.MI.US](http://WWW.CI.OWOSSO.MI.US)

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DATE: November 4, 2019

TO: Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: Demolition of 424 Grover Street Home

RECOMMENDATION: I find the cost reasonable and recommend approval of a contract with SC Environmental, LLC for the demolition of the house at 424 Grover Street.

BACKGROUND: The city took ownership of the property from a failed tax sale on December 30, 2015. The property is occupied by a frame house was involved in a fire on March 3, 2015. Bids were solicited for demolition of the structure and the lowest bid was submitted by SC Environmental, LLC with a bid of \$11,219.00.

FISCAL IMPACTS: The project is funded through Capital Projects Fund 401.000.975.000.



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
SC ENVIRONMENTAL, LLC FOR  
THE DEMOLITION OF THE STRUCTURE AT 424 GROVER STREET**

WHEREAS, the home at 424 Grover Street incurred a fire in March of 2015; and

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the remains of the house should be demolished to eliminate blight in the neighborhood; and

WHEREAS, the city of Owosso sought bids to demolish the structure at 424 Grover Street; a bid was received from SC Environmental, LLC and it is hereby determined that SC Environmental, LLC is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to demolish the structure located at 424 Grover Street.
- SECOND: The City of Owosso has further determined that it is advisable, necessary and in the public interest to employ SC Environmental, LLC for said demolition.
- THIRD: 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 SC Environmental, LLC in the amount of \$11,219.00.
- FOURTH: The accounts payable department is authorized to pay SC Environmental, LLC for work satisfactorily completed on the project up to the bid amount.
- FIFTH: The above expenses shall be paid from the Capital Projects Fund 401-000-975-000.

# OWOSSO



[illegible]

[illegible]



DATE: 11.4.19  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: Osburn Lakes Lot 58 – 21 day posting – Guaranteed spec home sale with Mayberry

**BACKGROUND:**

Earlier this month I met with SEDP and Mayberry Homes to tour some models they had for sale in the Lansing area. The meeting was to discuss possible abatement programs for housing development needs in Owosso. However, we also talked about completing Osburn Lakes phase 1 where we have a handful of buildable lots still available.

I'd like to entice builders to construct quality single family homes for small infill opportunities in Owosso. We could do this by telling builders that the City will guarantee a sale on a spec home if it does not sell on the real estate market in 6 months. I'd like to start by trying this idea with Mayberry homes on Lot 58 of Osburn Lakes. So they would build the home and sell it like they would any other spec home. However, if the home doesn't sell after 6 months, the city buys it and sells it with the help of a local realtor. In this case, the city would guarantee this particular sale in the amount of \$225,000.

**RECOMMENDATION:**

I recommend posting Lot 58 for 21 days at a price of \$1.00 to Mayberry Homes to build their spec home in Osburn Lakes subject to design restrictions in the Master Deed.

After the 21 days, if we have no other offers, I will bring a resolution to council for the sale guarantee. This is a new development idea I'd like to try since there are documented housing needs in the region.

**RESOLUTION NO.**

**AUTHORIZING 21- DAY POSTING OF PURCHASE AGREEMENT FOR  
THE SALE OF CITY-OWNED LOT 58  
IN OSBURN LAKES SUBDIVISION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-751-000-058-00, constituting Lot 58 in the Osburn Lakes Subdivision; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase said parcel for one dollar (\$1.00); and

WHEREAS, the City of Owosso has actively marketed lots in Osburn Lakes for almost 5 years and available lots still remain; and

WHEREAS, this offer is not a full price offer as marketed, thereby triggering the 21-day public inspection period set forth in Section 14.3(2) of the Owosso City Charter.

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

FIRST: The purchase agreement for the property described above be posted for a 21-day period to allow for citizen comment and other offers.

SECOND: The proposed agreement be returned to Council at the meeting of Monday, December 2, 2019 for potential final disposition.



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 1 of 8

Offer Date: 10/18/19

Selling Office: Mayberry Real Estate LLC

Selling Broker # \_\_\_\_\_

Selling Broker License # 6505372120

Selling REALTOR®: Steven Mittleman

License # 6502372121

Selling REALTOR®'s Email Address: smittleman@mayberryhomes.com

Selling REALTOR®'s Phone: (517) 755-6204

Facsimile: (517) 371-5001

Listing Office: C-21 Looking Glass East

Listing Broker # \_\_\_\_\_

Listing Broker License # 6505347674

Listing REALTOR®: Shannon Howanski

License # 6501380389

Listing REALTOR®'s Email Address: shannonmariepottery@gmail.com

Listing REALTOR®'s Phone: 517 715-3667

Facsimile: \_\_\_\_\_

## BUYER offers to purchase from SELLER the following:

1. **PROPERTY** situated in the City/Twp. of OWOSSO County of Shiawassee Michigan, located at: 1170 Bluestem Court and legally described as: unit 58 Osburn Lakes Residential Site Condo Phs 1

MLS #(s) 228405 Permanent Parcel #(s): 050-751-000-058-00

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS:  
none

2. **PRICE:** The purchase price will be \$ 1.00

( One Dollars)

3. **A. This offer**

☒ is NOT Contingent upon the Sale or Close of another property

☐ IS contingent upon the Sale and Close of \_\_\_\_\_

☐ IS contingent upon the Close of \_\_\_\_\_

BUYER'S initials SM Date 10/18/19 SELLER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_  
This contract is for use by Steven Mittleman. These are copyrighted forms and the use by nonmembers is prohibited.

InstantFORMS



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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1170 Bluestem Court

OWOSSO

Property Address

## B. OTHER PROVISIONS:

4. **METHOD OF PAYMENT:** ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ **CASH.** The full purchase price upon delivery of a warranty deed

☐ **NEW MORTGAGE.** The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a \_\_\_\_\_ year mortgage in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price

☐ BUYER will formally apply for loan within \_\_\_\_\_ business days after SELLER'S acceptance of this Agreement.

☐ BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before \_\_\_\_\_ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here : \_\_\_\_\_). BUYER will pay a \$ \_\_\_\_\_ down payment and monthly installments (principal and interest) of \$ \_\_\_\_\_ or more, including annual interest of \_\_\_\_\_ %, beginning \_\_\_\_\_ days after Closing; and in addition:

☐ 1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: \_\_\_\_\_ add back \_\_\_\_\_ escrow;

**OR**

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within \_\_\_\_\_ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

**OR**

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ \_\_\_\_\_ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ \_\_\_\_\_ including interest at \_\_\_\_\_ % yearly, which is \_\_\_\_\_ fixed \_\_\_\_\_ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

BUYER'S initials   m   / \_\_\_\_\_ Date   10/18/19   SELLER'S initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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## 5. SELLER CONCESSIONS:

☐ SELLER agrees to pay up to \_\_\_\_\_ % of the purchase price or up to \$ \_\_\_\_\_ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☒ No SELLER Concessions requested.

## 6. PRORATED ITEMS: Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

## 7. SPECIAL ASSESSMENTS: All special assessments for the property that occur on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☐ paid by BUYER.

☒ paid in full by SELLER at closing;

EXCEPTIONS: \_\_\_\_\_

## 8. PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

## 9. A. INSPECTIONS:

☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other \_\_\_\_\_,

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within \_\_\_\_\_ business days after this Agreement is fully executed and earnest money deposit will be refunded in full.

☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

## B. WELL AND SEPTIC:

☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above named property.

☐ This property does not require mandatory Well and Septic Inspections.

BUYER'S initials SM / Date 10/24/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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1170 Bluestem Court

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This Offer:

☐ IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within \_\_\_\_\_ business days after this Agreement is fully executed.

☒ is NOT contingent on a satisfactory Well and Septic Inspection

## C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet *Protect Your Family From Lead in Your Home* and has received a copy of the *Lead-based Paint SELLER's Disclosure Form* completed by the SELLER on \_\_\_\_\_, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have \_\_\_\_\_ 0 \_\_\_\_\_ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## 10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and ☐ stake or ☐ mortgage report survey (if mortgage survey is required for insurance, it will be at the BUYER'S expense).

EXCEPTIONS: none

B. SELLER shall provide, at SELLER's expense, to the BUYER an owners Title Insurance Policy

- ☒ With standard exceptions  
☐ Without standard exceptions  
☐ Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing a cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: none

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. **PROPERTY INSURANCE:** SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.

12. **CLOSING:** Sale will be closed on OR before \_\_\_\_\_, \_\_\_\_\_ unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.

13. **POSSESSION:** SELLER will give possession as follows:

☒ At closing

BUYER'S initials SM / Date 10/18/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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☐ SELLER to occupy the property; it will be vacated no later than \_\_\_\_\_ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ \_\_\_\_\_ based upon \$ \_\_\_\_\_ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating.

If tenants occupy the property, then:

☐ SELLER will cause the tenants to vacate the property before closing.

☐ BUYER will take the property subject to the rights of the tenants.

**SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.**

**14. SELLER'S DISCLOSURE:**

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☐ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

**15. RELEASE:** BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

**16. PROPERTY CONDITION:** BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

**17. FINAL WALK-THROUGH:** Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

**18. PROFESSIONAL ADVICE:** Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

☒ BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreements form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**OR**

☐ BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

**19. SQUARE FOOTAGE:** Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

BUYER'S initials SM / Date 10/18/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_



GREATER LANSING ASSOCIATION OF REALTORS®  
PURCHASE AGREEMENT



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20. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 0.00 showing BUYER'S good faith will be deposited in escrow or trust account of \_\_\_\_\_ (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require a Mutual Release of this Agreement signed by all parties. *If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees.* Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

21. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
22. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Homeseller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
23. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.
24. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
25. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER  
☐ BUYER'S AGENT ☐ DUAL AGENT (with written, informed consent of both BUYER and SELLER)  
☐ OTHER: \_\_\_\_\_

26. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provide to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting or each party.
27. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

28. **A. BUYER'S SIGNATURE:** \_\_\_\_\_ DATE: 10/18/19  
BUYER (Signature) X BUYER (Signature)  
Mayberry Home LLC X  
Print Name Print Name

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

BUYER'S initials SM / Date 10/18/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_



GREATER LANSING ASSOCIATION OF REALTORS®  
PURCHASE AGREEMENT



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1170 Bluestem Court

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Received from above named BUYER earnest money deposit in the amount of \$ \_\_\_\_\_

in the form of ☐ Personal Check # \_\_\_\_\_ ☐ Other \_\_\_\_\_

Received By \_\_\_\_\_ Steven Mittleman  
(REALTOR®)

BUYER'S Address: \_\_\_\_\_

**B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8**

DATE: \_\_\_\_\_

\_\_\_\_\_  
SELLER (Signature) X SELLER (Signature)

\_\_\_\_\_  
Print Name X Print Name

**29. SELLER'S RESPONSE: The offer is**

- ☐ ACCEPTED AS WRITTEN  
☐ REJECTED  
☐ AMENDED AS FOLLOWS:

**30. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**31. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.**

**32. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS(ES) TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.**

BUYER'S initials SM / Date 10/18/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_



# GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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1170 Bluestem Court

OWOSSO

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33. SELLER'S SIGNATURE:

DATE: \_\_\_\_\_, \_\_\_\_\_ ☐ a.m. ☐ p.m.

\_\_\_\_\_  
SELLER (Signature) X SELLER (Signature)

\_\_\_\_\_  
Print Name X Print Name

SELLER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

REALTOR®: Shannon Howanski REALTOR'S® TELEPHONE: 517 715-3667

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

34. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written

☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding contract between parties only when the SELLER signs paragraph 35 below.

☐ REJECTS.

DATE: \_\_\_\_\_, \_\_\_\_\_ ☐ a.m. ☐ p.m.

\_\_\_\_\_  
BUYER (Signature) X BUYER (Signature)

BUYER'S Address: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (day) TELEPHONE: \_\_\_\_\_ (eve)

REALTOR®: Steven Mittleman REALTOR'S® TELEPHONE: (517) 755-6204

35. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: \_\_\_\_\_, \_\_\_\_\_ ☐ a.m. ☐ p.m.

\_\_\_\_\_  
SELLER (Signature) X SELLER (Signature)

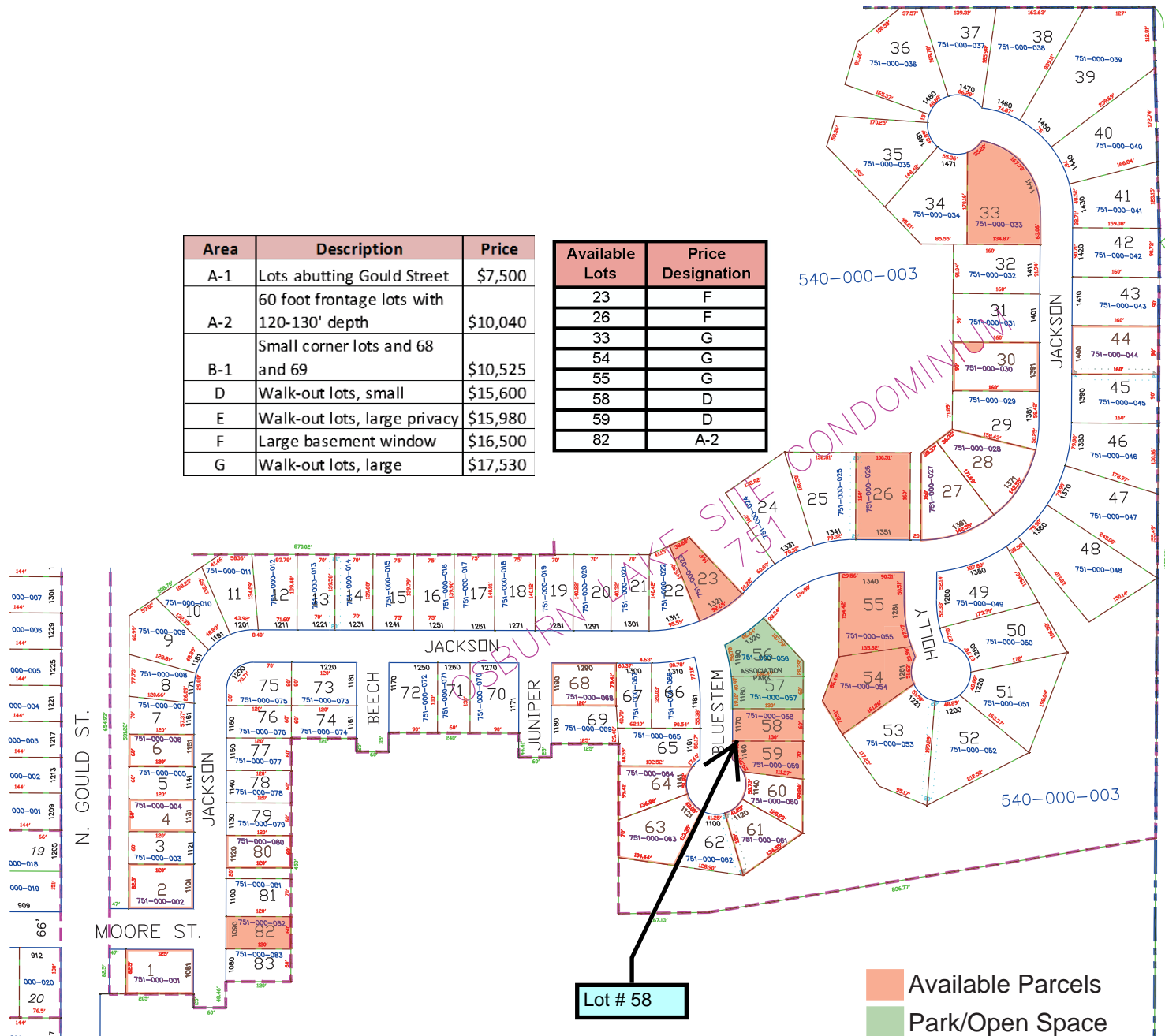
DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15)

BUYER'S initials SH / Date 10/26/19 SELLER'S initials \_\_\_\_\_ / Date \_\_\_\_\_

# OSBURN LAKE SITE CONDOMINIUM

Area	Description	Price
A-1	Lots abutting Gould Street	\$7,500
A-2	60 foot frontage lots with 120-130' depth	\$10,040
B-1	Small corner lots and 68 and 69	\$10,525
D	Walk-out lots, small	\$15,600
E	Walk-out lots, large privacy	\$15,980
F	Large basement window	\$16,500
G	Walk-out lots, large	\$17,530

Available Lots	Price Designation
23	F
26	F
33	G
54	G
55	G
58	D
59	D
82	A-2





## MEMORANDUM

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

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DATE: October 28, 2019

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Letter of Financial Assurance for Surface Transportation Program for the Rehabilitation of Gould Street from Oliver Street to Moore Street.

### RECOMMENDATION:

Approval to authorize city officials to submit a *Letter of Financial Assurance* to MDOT for proposed road improvements along Gould Street, from Oliver Street northerly to Moore Street, as the next step in seeking federal Small Urban Program funds for the project.

### BACKGROUND:

The Michigan Department of Transportation has announced its FY2021 Small Urban Program list of approved projects. MDOT reports that sufficient federal funds are available for the Gould Street rehabilitation project from Oliver Street northerly to Moore Street. Work scope includes pavement replacement, curb and gutter repairs, ADA sidewalk ramps at intersections, sidewalk repair, storm sewer, permanent pavement markings and signing; altogether with related work. This work will improve traffic flow and safety for both vehicular and pedestrian traffic. MDOT requires a *Letter of Financial Assurance* from the City of Owosso.

### FISCAL IMPACTS:

The total estimated cost for this project is \$600,000.00; of which Small Urban funds will pay \$375,000.00. The City's share will be \$225,000.00, funded from its Major Streets Fund and other funds as appropriated. The City will be responsible for providing full design engineering and construction administration services for the project. Approval of the attached resolution will indicate Council's support for the project and the funding required of the City. MDOT requires the submission of such a resolution prior to consideration of any application for federal funds.

If MDOT does not approve the project and/or the necessary Small Urban Program funds, then it will be delayed until sufficient funds are made available.

This memo is originated by: Glenn Chinavare, Director of Public Services

Attachments: (1) Resolution  
(2) MDOT approved FY2021 Small Urban Program  
(3) Map



**RESOLUTION NO.**

**AUTHORIZING FINANCIAL ASSURANCE FOR  
THE PROPOSED REHABILITATION PROJECT FOR  
GOULD STREET FROM OLIVER STREET TO MOORE STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Service Department recommends the rehabilitation of Gould Street from Oliver Street north to Moore Street; and

WHEREAS, the Michigan Department of Transportation offers its portion of federal funds known as Small Urban Program funds for this work; and

WHEREAS, roadway improvements that are eligible for these funds must be located on the federal-aid highway system and within the federal urban area boundary, such as Gould Street in the City of Owosso; and

WHEREAS, the City of Owosso proposes to procure Small Urban Program funds for the purpose of providing a maximum of 80 percent (80%) with capped amount of \$375,000.00 as federal match to the City's Major Street Funds or other funds as obligated; as outlined in MDOT's FY2021 Small Urban Plan document.

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 proceed with the proposed roadway improvements.
- SECOND: That the City of Owosso is actively seeking Small Urban Program funds to partially fund the rehabilitation of Gould Street from Oliver Street north to Moore Street and is willing to participate in this program.
- THIRD: That the proper city officials are authorized to obligate city funds as its match of the project cost.
- FOURTH: The city's portion of costs shall be paid from the City's Public Act 51 Major Streets Fund or other funds as obligated.

**RESOLUTION NO.**

**AUTHORIZING FINANCIAL ASSURANCE FOR  
THE PROPOSED RECONSTRUCTION PROJECT FOR  
GOULD STREET FROM OLIVER STREET TO MOORE STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Service Department recommends the reconstruction of Gould Street from Oliver Street north to Moore Street; and

WHEREAS, the Michigan Department of Transportation offers its portion of federal funds known as Small Urban Program funds for this work; and

WHEREAS, roadway improvements that are eligible for these funds must be located on the federal-aid highway system and within the federal urban area boundary, such as Gould Street in the City of Owosso; and

WHEREAS, the City of Owosso proposes to procure Small Urban Program funds for the purpose of providing a maximum of 80 percent (80%) with capped amount of \$375,000.00 as federal match to the City's Major Street Funds or other funds as obligated; as outlined in MDOT's FY2021 Small Urban Plan document.

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

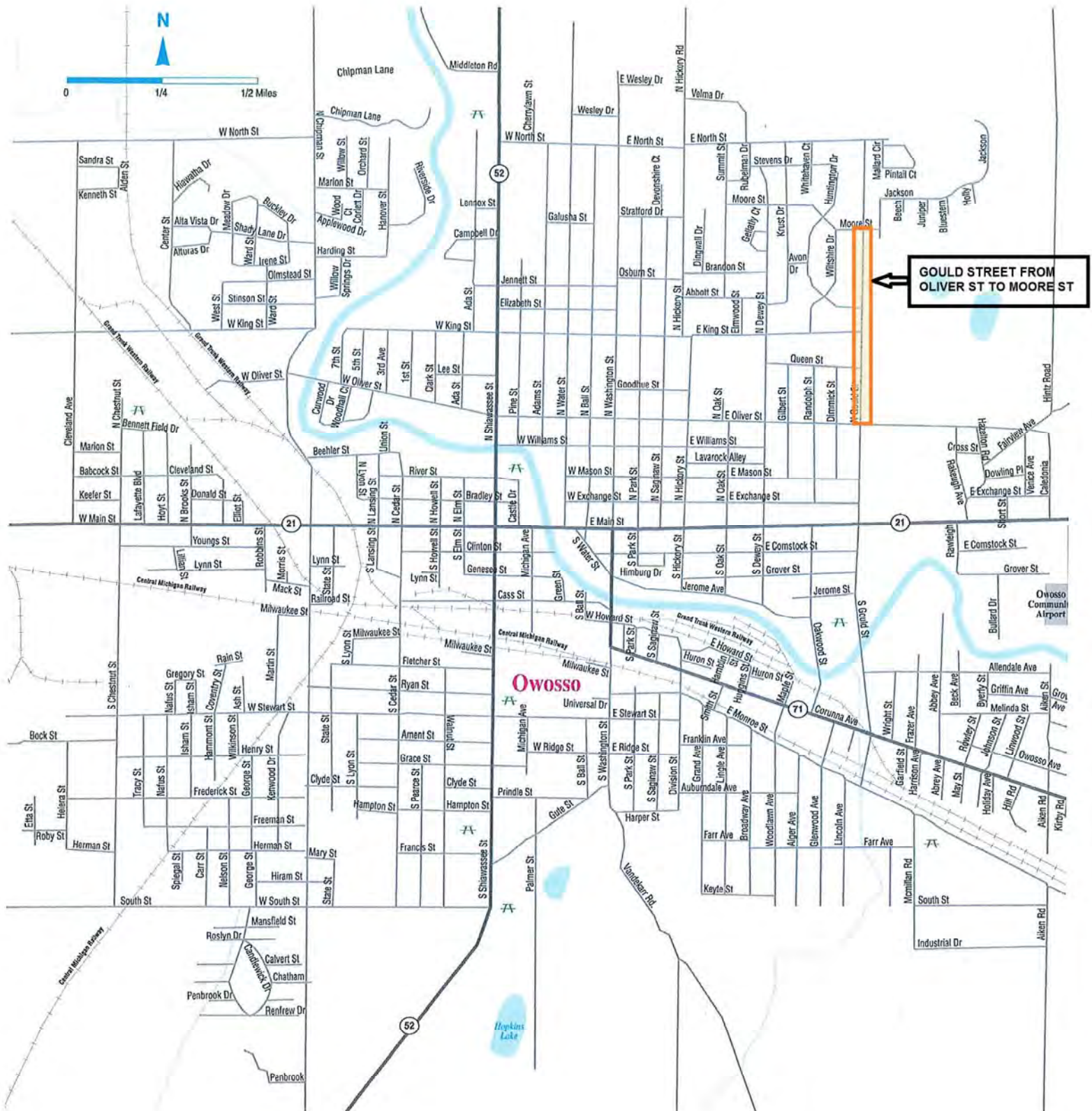
- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to proceed with the proposed roadway improvements.
- SECOND: That the City of Owosso is actively seeking Small Urban Program funds to partially fund the reconstruction of Gould Street from Oliver Street north to Moore Street and is willing to participate in this program.
- THIRD: That the proper city officials are authorized to obligate city funds as its match of the project cost.
- FOURTH: The city's portion of costs shall be paid from the City's Public Act 51 Major Streets Fund or other funds as obligated.

## MDOT Approved for FY2021 Small Urban Program

Fiscal Year	Job#	Small Urban	Project Name	Limits	County	Length	Primary Work Type	Project Description	Fed	State	Local	Total	Responsible Agency
									Estimated Amount	Estimated Amount	Estimated Amount	Estimated Amount	
2021	208349	Adrian	Michigan Ave	Charles to Scott	Lenawee	0.499	Road Rehabilitation	Resurface	\$375,000	\$0	\$93,750	\$468,750	Adrian
2021	207242	Albion	Division Dr	Clark Street to E County Line	Calhoun	1.071	Road Rehabilitation	Resurfacing	\$375,000	\$0	\$93,750	\$468,750	Calhoun County
2021	207255	Allegan	Second St	M-89 to Brady Street	Allegan	0.142	Road Rehabilitation	Resurfacing and Bridge Rehab	\$375,000	\$0	\$438,039	\$813,039	Allegan
2021	207331	Alma--St. Louis	W State St	Main St west to Michigan Avenue	Gratiot	0.369	Reconstruction	Reconstruction	\$375,000	\$0	\$375,000	\$750,000	St. Louis
2021	127913	Alpena	N Bagley St	Bagley St Bridge over Thunder Bay River, Alpena Twp, Alpena County	Alpena	0.057	Bridge Rehabilitation	Miscellaneous Bridge Rehabilitation and add ped/bike facilities, Alpena Cty	\$375,000	\$0	\$83,155	\$458,155	Alpena County
2021	207414	Au Sable	E Kings Corner Rd	Birch Acres Road to Love Road	Iosco	0.851	Road Rehabilitation	Resurfacing	\$61,400	\$0	\$111,600	\$173,000	Iosco County
2021	207429	Au Sable	Loud Dr	Cedar Lake Road to Love Road	Iosco	2.908	Road Rehabilitation	Resurface	\$313,600	\$0	\$78,400	\$392,000	Iosco County
2021	208217	Big Rapids	Colburn Ave	S 3rd Ave (M-20) to East City Limits	Mecosta	0.392	Road Rehabilitation	Resurface	\$300,000	\$0	\$60,000	\$360,000	Big Rapids
2021	208087	Big Rapids	Transit Operating	Areawide	Mecosta	0.000	SP1203-admin/maintenance facility improvements	Transit Equipment and Facility Renovations	\$75,000	\$15,000	\$0	\$90,000	Big Rapids Dial-A-Ride
2021	208362	Charlotte	E Harris St	Cochran (M-50) to Lansing Rd (BL69)	Eaton	0.258	Reconstruction	Rconstruct	\$375,000	\$0	\$225,000	\$600,000	Charlotte
2021	208388	Chelsea	Sibley Rd	M-52 to City Limits	Washtenaw	0.698	Road Rehabilitation	Resurface	\$375,000	\$0	\$93,750	\$468,750	Chelsea
2021	208218	Coldwater	Marshall Rd	State to Jonesville	Branch	2.020	Road Rehabilitation	Resurface	\$375,000	\$0	\$200,000	\$575,000	Branch County
2021	208222	Dowagiac	Pokagon St	M-51 to Cass Avenue	Cass	1.334	Road Rehabilitation	Resurface	\$375,000	\$0	\$93,750	\$468,750	Cass County
2021	209369	Eaton Rapids	Brook St	City limits to M-50	Eaton	0.774	Road Rehabilitation	Crush and shape, repave, striping, repair curb and ramps, storm repairs	\$315,000	\$0	\$85,000	\$400,000	Eaton Rapids
2021	208219	Goodrich	Gale Rd	Green Road to McCandlish Road	Genesee	0.500	Road Rehabilitation	Restoration and Rehabilitation	\$375,000	\$0	\$95,000	\$470,000	Genesee County
2021	208293	Houghton	E Houghton Ave	Bridge to Dodge / Pearl to College	Houghton	0.177	Road Rehabilitation	Resurface	\$187,828	\$0	\$46,957	\$234,785	Houghton
2021	208294	Houghton	Hecla St	Hecla St. , Ignot St., Ethel Ave.	Houghton	0.306	Road Rehabilitation	Resurface	\$187,500	\$0	\$49,500	\$237,000	Hancock
2021	208225	Houghton Lake	S Loxley Rd	CR 400 (Emery Rd) to M-55	Roscommon	3.142	Road Rehabilitation	Resurface	\$375,000	\$0	\$125,000	\$500,000	Roscommon County
2021	208354	Ironwood	W McLeod Ave	McLeod Ave. and Lowell St.	Gogebic	0.399	Road Rehabilitation	Resurface	\$216,000	\$0	\$54,000	\$270,000	Ironwood
2021	208385	Ironwood	Transit - Capital	Areawide	Gogebic	0.000	SP1203-admin/maintenance facility improvements	Facility Upgrade	\$30,000	\$7,500	\$0	\$37,500	Gogebic County Transit
2021	208256	Ishpeming	Empire St	3rd to Main	Marquette	0.201	Road Rehabilitation	Resurface	\$375,000	\$0	\$95,000	\$470,000	Ishpeming
2021	208396	Kinross	Industrial Park Drive	M-80 Southerly to its end	Chippewa	0.702	Road Rehabilitation	Resurface	\$375,000	\$0	\$93,750	\$468,750	Chippewa County
2021	208105	Manistee	Transit Capital	Areawide	Manistee	0.000	1110-Bus Rolling Stock	Bus Purchase	\$375,000	\$93,750	\$0	\$468,750	Manistee County Transportation, Inc.
2021	208252	Marinette--Menominee	13th St	10th Ave. to 26th Ave.	Menominee	1.004	Road Rehabilitation	Resurface	\$375,000	\$0	\$320,000	\$695,000	Menominee
2021	208254	Marshall	E Mansion St	East Drive/North Drive E & Mansion St.	Calhoun	0.366	Reconstruction	Resurface and Reconstruct	\$375,000	\$0	\$412,000	\$787,000	Marshall
2021	208382	Milan	Platt St	Main Street to Redman Road	Washtenaw	0.885	Reconstruction	Reconstruct	\$375,000	\$0	\$1,863,000	\$2,238,000	Milan
2021	208943	Otsego--Plainwell	12th St	12th Street - 102nd Avenue to M-89	Allegan	0.993	Road Rehabilitation	Mill and resurface with 2" HMA	\$187,500	\$0	\$62,500	\$250,000	Allegan County
2021	208944	Otsego--Plainwell	S 16th St	16th Street from 102nd Avenue to the Otsego City Limits with 2" HMA	Allegan	0.877	Road Rehabilitation	Resurface with 2" of HMA	\$187,500	\$0	\$62,500	\$250,000	Allegan County
2021	208229	Owosso	Parmenter Rd	Sta. 101 + 118+50	Shiawassee	0.218	Reconstruction	Reconstruct	\$375,000	\$0	\$195,000	\$570,000	Corunna
2021	209444	Owosso	S Gould St	Oliver Street to Moore Street	Shiawassee	0.810	Reconstruction	HMA pavement reconstruction	\$375,000	\$0	\$225,000	\$600,000	Owosso
2021	208966	Paw Paw Lake--Hartford	Red Arrow Hwy	Red Arrow Highway from 70th Street to Hartford Village Limits	Van Buren	2.446	Road Capital Preventive Maintenance	Chip seal with fog seal or roadway and pavement markings	\$73,000	\$0	\$47,500	\$120,500	Van Buren County
2021	208964	Paw Paw Lake--Hartford	Prospect St	Prospect Street from Marion Avenue to North Center Street	Van Buren	0.363	Reconstruction	Reconstruction with storm sewer	\$280,000	\$0	\$70,000	\$350,000	Hartford
2021	208196	Paw Paw Lake--Hartford	Transit Capital	Areawide	Van Buren	0.000	1110-Bus Rolling Stock	FY 2021 Small Urban Program - Bus purchase	\$47,500	\$22,000	\$40,500	\$110,000	Van Buren Public Transit
2021	208715	Portland	Grand River Ave	Grand River, Divine Hwy, Lyons Road, Keefer Hwy, Looking Glass Road	Ionia	5.568	Road Capital Preventive Maintenance	Preventative Maintenance	\$375,000	\$0	\$93,750	\$468,750	Portland
2021	208965	South Haven	Phoenix Rd	Phoenix Street from 73rd to 71 1/2	Van Buren	0.249	Road Rehabilitation	Mill off 2 inches of asphalt and replace. Replace drainage castings	\$320,000	\$0	\$80,000	\$400,000	South Haven
2021	208947	South Haven	David Walton Dr	Van Buren Public Transit	Van Buren	0.000	SP1102-30-34 foot replacement bus with or without lift	Transit Bus Replacement	\$55,000	\$20,586	\$27,343	\$102,929	Van Buren Public Transit
2021	208392	Sturgis	Vinewood Ave	Vinewood Ave & Congress St	St. Joseph	0.513	Reconstruction	Reconstruct	\$375,000	\$0	\$93,750	\$468,750	Sturgis
2021	208245	Three Rivers	Railroad Dr	W Michigan Avenue to W Prutzman St	St. Joseph	0.299	Reconstruction	Reconstruct	\$375,000	\$0	\$405,200	\$780,200	Three Rivers
2021	208193	Traverse City	S Garfield Ave	Hannah Avenue to E Front Street	Grand Traverse	0.630	Road Rehabilitation	Resurface	\$330,000	\$0	\$82,500	\$412,500	Traverse City
2021	207985	Traverse City	Transit Capital	Areawide	Grand Traverse	0.000	1110-Bus Rolling Stock	Replacement Vehicle	\$45,000	\$11,250	\$0	\$56,250	Bay Area Transportation Authority
2021	208783	Williamston	Main St N	Grand River north 830 feet to Beach	Ingham	0.187	Reconstruction	Reconstruction	\$375,000	\$0	\$194,400	\$569,400	Webberville
		Missing Applications											
		Hastings											
		Richmond											

# GOULD STREET

## FROM OLIVER ST TO MOORE ST





## **MEMORANDUM**

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301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ [WWW.CI.OWOSSO.MI.US](http://WWW.CI.OWOSSO.MI.US)

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**DATE:** November 4, 2019

**TO:** Mayor Chris Eveleth and the Owosso City Council

**FROM:** Katherine Fagan, City Treasurer

**SUBJECT:** Correction to Unpaid Utility Billings Transferred to Taxes in 2019

I am instructing the Shiawassee County Treasurer to remove the unpaid utility bill and penalty charges for the unpaid utility bill, for a total of \$268.52 from the 2019 summer tax bill for parcel #050-470-003-001-00. The charges were assessed in error.

## OWOSSO HISTORICAL COMMISSION

### Special Meeting Minutes

September 23, 2019, 6:00 PM Curwood Castle



OWOSSO HISTORICAL COMMISSION  
THE CURWOOD COLLECTION

- CALL TO ORDER:** SPECIAL MEETING WAS CALLED TO ORDER AT 6:05 PM BY  
CHAIR CAROLYN EBERT
- PRESENT:** Chairman Carolyn Ebert; Vice Chair Dave Acton; Commissioner Sara Adams;  
Commissioner Elaine Greenway; Commissioner Heather Jacobs;
- ABSENT:** Commissioner Paul Rogers
- OTHERS PRESENT:** Nathan Henne, City Manager; Josh Adams, DDA Director; and Mark Erikson  
and Tom Williams from Nonprofit Network.
- APPROVAL OF AGENDA:** Commissioner Adams made a motion to approve the agenda, Motion  
Supported by Commissioner Acton. Ayes all, motion carried.
- CITIZEN COMMENTS:** None
- COMMUNICATIONS:** None
- OLD BUSINESS:** Nathan Henne, City Manager, informed the Commission he does not recommend the  
City of Owosso entering into an agreement with Castle City Museums, 501c3  
organization, to manage the operations of its properties. He desires to hire an  
Executive Director, with the guidance of Commissioners. Move forward staying with  
the City's Owosso Historical Commission while developing the nonprofits Financial  
Policies and stabilizing the nonprofit.
- The commission will coexist with Castle City Museums. The commission will not be  
dismantled per requirements of the City's Charter.
- Executive Director Job –** The budget of \$40,000 plus donations covers the salary of the Executive Director  
and Curwood Castle Docent, The next step is to develop a clear job description. The  
job description will determine hours required per week and the pay level afforded.
- The Office of the Executive Director will continue until Job Description is developed.  
The position will not be posted until the new job description is developed.  
However, discussion centered around establishing a contracted 1099 arrangement  
with an independent contractor. A draft of the job description will be ready by  
the next regular scheduled meeting.
- Priorities are to provide assistance for current employee docent, and do visible  
projects with the Millage Funds, such as Historical Owosso signs, Gould House signs  
and furnace at Gould House along with maintenance items at Gould House including  
porches and railings. Nathan Henne, will begin the bid process by developing a  
scope of work and council memos.
- ADJOURN:** Commissioner Adams motioned to adjourn at 7:35 PM, Supported by Commissioner Adams. Ayes  
All, Motion Carried.



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

October 24, 2019

4:30 P.M.

WWTP

1. Roll (4:30 p.m.)  
Members Present: R. Holzheuer, G. Chinavare, D. Chrenka  
Alternates Present: T. Crawford, B. Horton  
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the September 24, 2019 meeting: Motion by Chrenka to approve the September 24, 2019 meeting minutes with support by Holzheuer. No Discussion. Motion carries 4-0.
3. Secretary's Report:
  - a) Plant Performance Summaries (September 2019): Guysky noted full permit compliance for September 2019. There was discussion on the 2019 discharge loadings versus 2018 loadings, and the change in reporting units for chlorine residual.
  - b) Operation/Staffing Update: Guysky noted normal operation for September, plus a return to full staffing after filling an open operator position.
  - c) WWTP Project Updates: Guysky updated the board on the backup generator progress, noting that receipt of the generator is expected October 31 or November 1, with startup and commissioning the following week. Consumers Energy will deactivate the current WWTP east incoming power feed by the end of the year. Guysky noted the screw pump replacement and grit removal project design phase continues with Chinavare adding project bidding will take place in December or January.
4. Old Business
  - a) Wastewater Plant Agreement Review: Chinavare noted that the City of Owosso finance director is currently reviewing the billing specifics in the agreement. Chrenka noted all Owosso Township board members have been issued a copy of the agreement for review.
5. New Business
  - a) Wastewater Plant Tour: It was agreed to adjourn the meeting to a plant tour for the board members, as well as the citizens present (C. Elliot, P. Chrenka).
6. Citizens'/Members' Comments: None
7. Next Meeting: January 28, 2020, 4:30 p.m.
8. Adjourn: Motion to adjourn by Holzheuer, with support by Chinavare. No discussion. Motion carries 4-0. Meeting adjourned at 4:50 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary

Approval by Review Board – Pending