

ATTENTION: A 30-MINUTE COUNCIL DISCUSSION PERIOD WILL BE HELD IMMEDIATELY PRIOR TO THIS REGULAR MEETING. THE PUBLIC IS WELCOME TO ATTEND.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, APRIL 1, 2024
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 18, 2024:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Parkinson's Awareness Month Proclamation. A proclamation of the Mayor's Office declaring the month of April 2024 as Parkinson's Awareness Month in the City of Owosso.
2. Promotional Ceremony – Fire Department Employees. A ceremony recognizing the promotions of Captain Brian Matthies and Lieutenant Don Lound.

PUBLIC HEARINGS

1. Public Hearing - Obsolete Property Rehabilitation Exemption Certificate – 344 West Main Street. Conduct a public hearing to receive citizen comment regarding the application from Curwood Place LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property located at 344 West Main Street.
Master Plan Implementation Goals: 1.19, 3.20, 5.13
2. Public Hearing – Proposed Brownfield Plan #23. Conduct a public hearing to receive citizen comment regarding the proposed Brownfield Redevelopment Plan #23 – Woodland Trails/Washington Park Redevelopment Project.
Master Plan Goals: 1.2, 1.4, 1.9, 1.25, 2.12, 3.1, 5.11, 7.1, 7.4

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Set Public Hearing - Obsolete Property Rehabilitation Exemption Certificate – 300 West Main Street. Set a public hearing for Monday, April 15, 2024 to receive citizen comment regarding the application from Shook Riverside Development LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property located at 300 West Main Street.
Master Plan Implementation Goals: 1.19, 3.20, 5.13
2. MDOT Local Street Inventory – Decertification of Division Street at Railroad Right-of-Way. Approve decertification/vacation of Division Street within the railroad right-of-way between Monroe Street and Corunna Avenue to update the local street inventory according under Public Act 51 of 1951.
3. MI-HOPE Grant – Additional Funds Acceptance. Accept additional awarded funds in the amount of \$160,000 for Michigan Housing Opportunities Promoting Energy Efficiency Grant # ARP-2023-37-MIH (MI-HOPE) to complete home improvement projects for an additional eleven selected residential homes in accordance with the MI-HOPE Grant Program Guidelines.
Master Plan Implementation Goals: 1.14, 6.6
4. Bid Award – MI-HOPE Grant Project. Authorize contract with Merkel & Kenney, Inc. for the MI-HOPE Grant Project in the amount of \$192,341.00 to complete home improvement projects for eleven selected residential homes and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof in accordance with the Program Guidelines.
Master Plan Implementation Goals: 1.14, 6.6
5. Professional Services Agreement – CIS James Miner Connection Project – Engineering Services. Approve Addendum No. 2024-01 to the Professional Engineering Services agreement with Fleis & Vandenbrink Engineering, Inc. for engineering and construction administration services related to the CIS James Miner Connection Project in an amount not to exceed \$577,000.00 and authorize payment up to the contract amount as terms of the contract are fulfilled.
Master Plan Implementation Goals: 3.4, 3.7, 5.3, 5.27, 6.6
6. Contract Authorization – Ambulance Services to Rush Township. Authorize agreement with Rush Township to provide ambulance service coverage on their behalf with a charge to the Township in the amount of \$40,307.50 annually plus charges for services provided.
Master Plan Implementation Goals: 3.1, 3.2, 7.1
7. Bid Award – Woodland Trails Sanitary Sewer Repair Project. Authorize contract with Apex Excavating & Underground, LLC for the Woodland Trails Sanitary Sewer Repair Project in the amount of \$72,805.00 plus a contingency in the amount of \$10,000.00 upon prior authorization, and further authorize payment to the contractor upon satisfactory completion of the work or portion thereof, contingent upon approval of related Brownfield Plan #23 and Woodland Trails Development Agreement.
Master Plan Implementation Goals: 1.4, 3.4
8. Bid Award – 2024 Streetlight Project – Materials Purchase. Approve bid award to Spring City Electrical Mfg Co. of Spring City, Pennsylvania for the purchase of 26 Regency Lamp posts and LED Luminaires in the amount of \$115,518.00 and further authorize payment to the vendor upon satisfactory delivery of product.
Master Plan Implementation Goals: 1.9, 2.9, 3.4, 3.10, 4.5, 5.12

9. Bid Award – 2024 Streetlight Project – Installation. Approve bid award to J. Ranck Electric, Inc. for the 2024 Street Light Project installation in the amount of \$504,191.25 plus a contingency in the amount of \$10,000.00 and further authorize payment to the contractor up to \$514,191.25 upon satisfactory completion of project or portion thereof.
Master Plan Implementation Goals: 1.9, 2.9, 3.4, 3.10, 4.5, 5.12
10. Purchase Authorization – John Deere 325G Compact Track Loader. Waive competitive bidding requirements, authorize purchase of one John Deere 325G Compact Track Loader from A I S Construction Equipment Corporation in the amount of \$115,464.11 utilizing the Sourcewell Program ULNV0020, and further authorize payment to the vendor upon satisfactory delivery of equipment.
11. Purchase Authorization - Ferric Chloride. Authorize a purchase agreement with PVS Technologies, Inc. for Ferric Chloride utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$1,168.00 per dry ton, with an estimated annual contract of \$99,864.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2025.
Master Plan Implementation Goals: 3.4
12. Purchase Authorization - Sodium Hypochlorite. Authorize a purchase agreement with JCI Jones Chemicals, Inc. for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$1.81 per gallon, with an estimated annual contract of \$97,740.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2025.
Master Plan Implementation Goals: 3.4
13. Purchase Authorization - Bulk Lime. Authorize a purchase agreement with Graymont Western Lime Inc. for the purchase of bulk lime for the Filtration Plant and Wastewater Plant, utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$189.00 per dry ton, with an estimated annual contract of \$158,760.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2025.
Master Plan Implementation Goals: 3.4

ITEMS OF BUSINESS

1. Blight Grant Agreement – 117 West Exchange Street. Consider approval of the Blight Grant Agreement in conjunction with the Shiawassee County Land Bank to secure partial funding for clean up of the collapsed building at 117 West Exchange Street if approved for grant assistance.
Master Plan Implementation Goals: 1.12, 1.19, 2.6, 3.1, 3.2, 4.3, 4.7, 7.1, 7.4
2. Woodland Trails Development Agreement. Consider approval of the Woodland Trails Development Agreement between The City of Owosso, Shiawassee County Land Bank Authority and Woodland Trails Condominium Association of Owosso to ensure reimbursement of funds for sewer repairs to remedy deficiencies and accept the system as public.
Master Plan Implementation Goals: 1.2, 1.4, 3.1, 3.4, 7.1, 7.4
3. Proposed Property Sale – Twenty-One Day Posting. Authorize twenty-one (21) day posting period for the proposed sale of the city-owned Amos Gould House located at 515 North Washington Street in the amount of \$360,000.00.
4. Consumers Energy Electric Facilities Easement – Armory Parking Lot. Consider approval of a permanent easement through City-owned parcel 050-470-000-001-00 (Armory Parking Lot) for the construction, operation and maintenance of new electric facilities to service the property at 300 West Main Street.
Master Plan Implementation Goals: 3.4

5. Parks and Recreation Millage Request. Consider resolution authorizing placement of a millage request for Parks and Recreation on the ballot for the August 6, 2024 Primary Election.
6. Unpaid Utility Charges. Authorize the Annual Notice for the collection of unpaid utility charges and the intent to lien therefore in compliance with Chapter 15, Section 15.4(c) of the Owosso City Charter.

COMMUNICATIONS

None.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, April 15, 2024

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on April 1, 2024. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, April 1, 2024
at 7:30 p.m.**

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

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/84926434289?pwd=eUZvWFg4TW0wdGJqRDV4dW1wYjAzZz09>
- **Meeting ID:** 849 2643 4289
- **Password:** 324182
- **One tap mobile**

+13052241968,,84926434289#,,,,*324182# US

+13092053325,,84926434289#,,,,*324182# US

Dial by your location

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

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

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on April 1, 2024 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF MARCH 18, 2024
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR BILL MOULL
OWOSSO FREE METHODIST CHURCH

PLEDGE OF ALLEGIANCE: JUSTIN HORVATH, SEDP PRESIDENT

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

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda with the removal of Item of Business #2 Blight Grant Agreement.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 4, 2024

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of March 4, 2024 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Kim White, Director of the Shiawassee District Library, said there is a free event at the Lebowsky Center on Saturday, April 13, 2024 at 1:00 p.m. to hear the author of "Firekeeper's Daughter."

Tom Manke, 2910 W. M-21, said the book is great. He asked why the City went with an out-of-town realtor. He said it was a shame because he thought the City had a program if you have a business in Owosso you can get paid up to 10% more.

Justin Horvath, SEDP president, said the SEDP supports Item #1 on the consent agenda for 344 W. Main Street and Item #2 for the Brownfield plan for new housing development for Woodland Trails and Washington Park.

Jane Ferraro, 302 W. Oliver Street, asked the council to vote against the zoning ordinance in regard to residential districts.

Mayor Pro-Tem Osika stated the Shamrock Shuffle was a success and thanked the volunteers.

Mayor Teich announced the Owosso Chocolate Walk on April 20, 2024 from 1:00 to 4:00 p.m. Check in is at Gilbert's Hardware and tickets are \$10.

CONSENT AGENDA

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

Set Public Hearing - Obsolete Property Rehabilitation Exemption Certificate – 344 West Main Street. Set a public hearing for Monday, April 1, 2024 to receive citizen comment regarding the application from Curwood Place LLC for an Obsolete Property Rehabilitation Exemption Certificate for the property located at 344 West Main Street as follows:

RESOLUTION NO. 28-2024

SETTING A PUBLIC HEARING TO CONSIDER APPLICATION FOR AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE FOR THE PROPERTY COMMONLY KNOWN AS 344 W. MAIN STREET

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on February 23, 2024 from Curwood Place LLC; and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District on September 6, 2016 for the property described as:

LOTS 10 THRU 15 & W 132' LOT 8 & W 132' OF S 18' LOT 7 BLK 6 LUCY L COMSTOCKS ADD, INCL W 132' CLSD ALLEY; and

WHEREAS, a public hearing must be held and it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the City of Owosso, as well as local and regional economy.

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 Monday, April 1, 2024 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.

SECOND: the City Clerk gives the notifications as required by law.

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

Master Plan Implementation Goals: 1.19, 3.20, 5.13

Set Public Hearing – Proposed Brownfield Plan #23. Set a public hearing for Monday, April 1, 2024 to receive citizen comment regarding the proposed Brownfield Redevelopment Plan #23 – Woodland Trails/Washington Park Redevelopment Project as follows:

RESOLUTION NO. 29-2024

**SCHEDULING A PUBLIC HEARING FOR ADOPTION OF
BROWNFIELD PLAN #23 – WOODLAND TRAILS/WASHINGTON PARK
REDEVELOPMENT PROJECT 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 City of Owosso, Shiawassee County, Michigan, Brownfield Authority recommended approval of Brownfield Plan #23 – Woodland Trails/Washington Park Redevelopment Project; and

WHEREAS, Public Act 381 of 1996, as amended, requires a public hearing before approval by the governing body.

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

FIRST: a public hearing is called for April 1, 2024 at or about 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing comments from those interested in the project and brownfield plan.

SECOND: the City Clerk gives the notifications required by Public Act 381.

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

Master Plan Implementation Goals: 1.2, 1.4, 5.11

Traffic Control Order - The Shi-Tri 2024. Approve request from Fitness Coliseum and the Friends of the Shiawassee River for use of Lot #10 on May 18, 2024 from 12:00pm through May 19, 2024 at 2:00pm and various streets on Sunday, May 19, 2024 from 8:00am through 11:30am for The Shi-Tri and further approve Traffic Control Order No. 1511 formalizing the action.

Master Plan Implementation Goals: 1.17, 4.2, 4.6, 5.9, 5.12

***MSHDA NEP Grant – Grant Agreement Approval.** Approve and accept the terms and conditions of MSHDA Neighborhood Enhancement Program (NEP) Grant, Grant # HDF-2024-37-NEP in the amount of \$75,000, designate authorized signatories for said grant, and authorize implementation of the grant according to the Program Guidelines as follows:

RESOLUTION NO. 30-2024

**APPROVING A NEIGHBORHOOD ENHANCEMENT PROGRAM
HOUSING DEVELOPMENT FUND GRANT AGREEMENT
BETWEEN THE CITY OF OWOSSO AND
THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)**

WHEREAS, the Michigan State Housing Development Authority Neighborhood Enhancement Program (NEP) is designed to improve the livability and aesthetic of homes in economically disadvantaged neighborhoods through the funding of exterior improvements to homes/property; and

WHEREAS, the City of Owosso applied for and received an NEP Grant totaling \$75,000 to assist willing property owners in funding exterior improvements to their homes, such as roof replacement, windows and siding; and

WHEREAS, the beneficiaries of this grant will include residents of the community with qualified incomes as determined by the application process defined in the Program Guidelines; and

WHEREAS, the residential homes that qualify will be determined by the application process as defined in the program guidelines; and

WHEREAS, the City of Owosso will not be required to match any grant dollars, but will serve to administer the grant, be a pass-through entity for grant funds, and abide by the terms and conditions set forth in the grant agreement.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to enter into the Housing Development Fund Grant Agreement, Grant # HDF-2024-37-NEP, between the Michigan State Housing Development Authority and the City of Owosso dated March 4, 2024.
- SECOND: Planning & Building Director Tanya S. Buckelew and City Manager Nathan R. Henne are designated as Authorized Signers for said grant with the authority to sign the associated grant agreement, submit payment requests and request grant amendments.
- THIRD: Planning & Building Director Tanya S. Buckelew is recognized as the MSHDA appointed Grant Administrator for said grant and is authorized to administer the projects named to completion in accordance with the Program Guidelines.

Master Plan Implementation Goals: 1.14, 6.6

***Contract Authorization – Ambulance Services to Fairfield Township.** Authorize agreement with Fairfield Township to provide ambulance service coverage on their behalf with a charge to the Township in the amount of \$14,000.00 annually plus charges for services provided as follows:

RESOLUTION NO. 31-2024

AUTHORIZING AGREEMENT TO PROVIDE AMBULANCE SERVICES BETWEEN CITY OF OWOSSO AND FAIRFIELD TOWNSHIP

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department and Fairfield Township desire to enter into an agreement to have Owosso provide ambulance coverage to Fairfield Township, Shiawassee County Michigan; and

WHEREAS, City of Owosso operates a Fire Department which has the ability to provide ambulance service to Fairfield Township.

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 enter into an agreement to provide ambulance services to Fairfield Township for an annual fee as outlined in Agreement for Ambulance Services with Fairfield Township/City of Owosso.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Agreement for Ambulance Services with Fairfield Township/City of Owosso.

Master Plan Implementation Goals: 3.1, 3.2, 7.1

***Contract Authorization – Ambulance Services to Middlebury Township.** Authorize agreement with Middlebury Township to provide ambulance service coverage on their behalf with a charge to the Township in the amount of \$37,591.33 annually plus charges for services provided as follows:

RESOLUTION NO. 32-2024

AUTHORIZING AGREEMENT TO PROVIDE AMBULANCE SERVICES BETWEEN CITY OF OWOSSO AND MIDDLEBURY TOWNSHIP

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department and Middlebury Township desire to enter into an agreement to have Owosso provide ambulance coverage to Middlebury Township, Shiawassee County Michigan and;

WHEREAS, City of Owosso operates a Fire Department which has the ability to provide ambulance service to Middlebury Township.

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 enter into an agreement to provide ambulance services to Middlebury Township for an annual fee as outlined in Agreement for Ambulance Services with Middlebury Township/City of Owosso.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Agreement for Ambulance Services with Middlebury Township/City of Owosso.

Master Plan Implementation Goals: 3.1, 3.2, 7.1

***Bid Award – 2024 Bridge Projects.** Approve bid award to E.T. Mackenzie Company of Grand Ledge, Michigan for bridge rehabilitation on the Gould Street Bridge and the Oakwood Pedestrian Bridge in the amount of \$274,893.95 with a \$10,000 contingency and further approve payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 33-2024

AUTHORIZING THE AWARD OF THE 2024 BRIDGE PROJECTS TO E.T. MACKENZIE COMPANY OF GRAND LEDGE, MICHIGAN

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined the Gould Street bridge requires compression seal replacement, concrete patching, sidewalk sealing, and epoxy patching and the

Oakwood Pedestrian bridge requires deck board replacement, and that it is in the public's best interest to complete these repairs; and

WHEREAS, the city of Owosso sought bids for the rehabilitation of these bridges as part of the 2024 Bridge Projects, and the low responsive bid was received from E.T. Mackenzie Company in the amount of \$274,893.95; and

WHEREAS, E.T. Mackenzie Company is hereby determined to be qualified to provide such services.

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

- FIRST: the City of Owosso has heretofore determined that it is advisable, necessary and in the public's best interest to employ E.T. Mackenzie Company to make repairs on the Gould Street bridge and the Oakwood Pedestrian bridge as part of the 2024 Bridge Projects.
- SECOND: the mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with E.T. Mackenzie Company in the amount of \$274,893.95.
- THIRD: the accounts payable department is authorized to pay E.T. Mackenzie Company for work satisfactorily completed on the project up to the initial contact amount of \$274,893.95 plus contingency in the amount of \$10,000.00 with prior authorization for a total of \$284,893.95.
- FOURTH: the above expenses shall be paid from Major Street fund account number 202-473-818.000 (\$133,001.75) and Parks fund account number 101-751-974.000 (\$141,892.20), and other funds as appropriate.

Master Plan Implementation Goals: 3.4, 3.22

***Bid Award – 2024 Sewer Lining Project.** Approve bid award to Corby Energy Services, Inc. of Belleville, Michigan for sanitary and storm sewer living services in the amount of \$141,902.00 with a \$20,000 contingency and further approve payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 34-2024

AUTHORIZING THE AWARD OF THE 2024 SEWER LINING PROJECT TO CORBY ENERGY SERVICES, INC. OF BELLEVILLE, MICHIGAN

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined segments of sanitary and storm sewers on various streets in the City have become deteriorated or damaged and that rehabilitation is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids for the lining of these segments of sanitary and storm sewer as part of the 2024 Sewer Lining Project, and the low responsive and responsible bid was received from Corby Energy Services, Inc. in the amount of \$141,902.00; and

WHEREAS, Corby Energy Services, Inc. is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Corby Energy Services, Inc. to line segments of deteriorated or damaged sanitary and storm sewer as part of the 2024 Sewer Lining Project.
- SECOND: the Mayor and City Clerk are instructed and authorized to sign the necessary documents to execute the services contract with Corby Energy Services, Inc. in the amount of \$141,902.00.
- THIRD: the accounts payable department is authorized to pay Corby Energy Services, Inc. for work satisfactorily completed on the project up to the initial contact amount of \$141,902.00 plus contingency in the amount of \$20,000.00 for a total of \$161,902.00.
- FOURTH: the above expenses shall be paid from the Major and Local Street Maintenance Funds accounts 202-463-818.000 and 203-463-818.000 (\$35,475.50 each) and Sewer Fund account 590-901-973.000-SEWERREHAB (\$70,951.00).

Master Plan Implementation Goals: 3.4

Warrant No. 641. Authorize Warrant No. 641 as follows:

Vendor	Description	Fund	Amount
Randy Smith 304 Oakwood Avenue	Reimbursement – Water service line replacement – leak at 221 North Ball St	Water	\$10,642.00

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

***Ordinance Amendment - Zoning Ordinance Rewrite**

Mayor Teich stated the last ordinance was adopted in 1977, with many addendums over the years. He further went on to state the current ordinance allows for tri and quad plex's, with Planning Commission approval. The proposed ordinance allows them as a permitted use and any structure over 2,000 square feet would go in front of Planning Commission for approval, otherwise an Administrative Review would occur starting with the Building Department. In the event of a proposed tri or quad plex, whether renovating an existing house or building new, the first question is – would the parking be sufficient. Setbacks being proposed would allow existing non-conforming to be in conformance. The section regarding residential infill for existing neighborhoods was added to regulate the character of new infill housing and promote harmony in neighborhoods between new and existing housing units and suitable character in terms of site payout, building dimensions, architectural design and building materials.

Council members asked questions for additional clarity on the proposed ordinance.

Motion by Mayor Pro-Tem Osika to approve the proposal to repeal and replace Chapter 38, Zoning, of the Code of Ordinances with the correction to Article III. Zoning districts in General. Sec. 38-76. Historic overlay districts. (5) add The Oliver Street Historic District, The Westtown Historic District, the Michigan

Avenue Historic District and The Mason Street Historic District and move Chapter 26, Signs, within the new Zoning Ordinance, to update the City's Zoning Ordinance and map as follows:

ORDINANCE NO. 844

**APPROVING AMENDMENT
TO REPEAL AND REPLACE CHAPTER 38, ZONING,
AND RELOCATE CHAPTER 26, SIGNS, WITHIN THE ZONING ORDINANCE**

WHEREAS, in an effort to attract economic development to the City of Owosso, City staff has been working toward the goal of obtaining Redevelopment Ready Communities certification; and

WHEREAS, the next step in the process involved a comprehensive review of the City's Zoning Ordinance to remove obsolete rules and procedures, streamline requirements, and regulate for the kind of development the community desires; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission believes a complete re-write of Chapter 38, Zoning, including an updated Zoning Map, will better address the needs of the community; and

WHEREAS, the Planning Commission held public hearings at their August 28, 2023 and November 27, 2023 regularly scheduled meetings regarding the proposal to repeal and replace the Zoning Ordinance in which no citizen comments were voiced or received; and

WHEREAS, the Planning Commission recommends the repeal and replacement of Chapter 38, Zoning, in its entirety; and

WHEREAS, they further recommend shifting the Sign Ordinance from Chapter 26, Signs, to an Article within the new Chapter 38, Zoning.

WHEREAS, the City Council held a public hearing on March 4, 2024, heard all interested persons, and deliberated on the proposed ordinance amendments.

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

SECTION 1. REPEAL. That Chapter 38, Zoning, including the Zoning Map, is hereby repealed in its entirety.

SECTION 2. REPLACEMENT. That the new Chapter 38, Zoning, shall read as follows:

INSERT TEXT OF NEW ZONING ORDINANCE HERE

(Due to its length, at over 200 pages, full text of the new Zoning Ordinance will not be printed here. Please see the Record of Ordinances, Ordinance No. 844, in the City Clerk's Office to view the text in its entirety.)

SECTION 3. RELOCATE. That Chapter 26, Signs, shall be relocated to Article XX, Signs, of the new Chapter 38, Zoning, with no further changes.

SECTION 4. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 5. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 7. AVAILABILITY. This ordinance may be purchased or inspected in the City Clerk's Office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 8. EFFECTIVE DATE. This amendment shall become effective April 8, 2024.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Master Plan Implementation Goals: A.1, A.8, 1.22, 2.13, 4.9, 4.11, 4.13, 4.14, 4.15, 4.17, 5.6, 5.13, 5.15, 5.29

Blight Grant Agreement – (This item was removed from the agenda.)

COMMUNICATIONS

Parks and Recreation Commission. 2023 Annual Report.

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

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

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

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

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

Kevin D. Lenkart, Public Safety Director. February 2024 Fire Report.

Owosso Historical Commission. Minutes of February 27, 2024.

Parks & Recreation Commission. Minutes of February 28, 2024.

Downtown Development Authority. Minutes of March 6, 2024.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, talked about smaller homes and downsizing. He asked if the commercial roofs are being inspected downtown.

Cheryl Farver, 414 Adams Street, said she is disappointed in council.

Mayor Teich said congratulations to Chief Lenkart for the work on the Fairfield and Middlebury Township ambulance services contracts.

NEXT MEETING

Monday, April 01, 2024

BOARDS AND COMMISSIONS OPENINGS

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

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

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 8:29 p.m.

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

Robert J. Teich, Jr., Mayor

Tanya B. Buckelew, Recording 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.



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

MEMORANDUM

DATE: March 6, 2024

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

FROM: Michael Dowler, Assessor

RE: Obsolete Property Rehabilitation Exemption Certificate – 344 W. Main Street

The city clerk has received an application for tax abatement as required under the city's abatement policy on February 23, 2024. The request specifically asks for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate).

Tonight, the Council will hold a public hearing and potentially take action on said OPRA tax abatement application. The project is valued at approximately \$2,818,000.

The OPRA abatement, governed by Public Act 146 of 2000, is a tax abatement which freezes the existing taxable value on a designated facility prior to rehabilitation for a period of up to 12 years. The rehabilitated facility value will not be fully taxable until the abatement is no longer in place. The proposed project will renovate the 2-story 18,564 square foot building with nine remodeled apartment residences, a new business incubator, and outdoor public space. This will increase downtown private residence availability. The estimated cost for this redevelopment is \$2,818,000. This exemption meets the requirements of the city's tax abatement policy and can be granted for **8 years**.

The council approved an Obsolete Property Rehabilitation District for this property on September 6, 2016.

The city clerk has notified all taxing jurisdictions as required by the statute and the city's tax abatement policy.

MASTER PLAN GOALS: 1.19, 3.20, 5.13

RESOLUTION NO.

**TO APPROVE THE APPLICATION FOR AN
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FROM CURWOOD PLACE LLC
FOR PROPERTY LOCATED AT
344 W MAIN ST**

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

WHEREAS, after public notice and a public hearing on February 6, 2016, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 344 W. Main Street in Owosso, Michigan. As provided by section 4(2) of Public Act 146 of 2000, said property more particularly described as:

***LOTS 10 THRU 15 & W 132' LOT 8 & W 132' OF S 18' LOT 7 BLK 6 LUCY L COMSTOCKS ADD,
INCL W 132' CLSD ALLEY***

WHEREAS, the City Clerk received an application, on February 23, 2024 from Curwood Place LLC, for an Obsolete Property Rehabilitation Exemption Certificate for the renovation of the 2 story 18,564 square foot building with 9 renovated apartments; and

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at a public hearing **held** April 1, 2024, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate for 344 W. Main St. for a period of eight (8) years; and

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

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



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

APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) _Curwood Place LLC_____

Business Name (If Different) _____

Address of Proposed Project _ 344 W. Main St. Owosso MI 48867 _____

Mailing Address (If Different) _2899 Bay Drive West Bloomfield MI 48324_____

Do you own the property? __Yes__ If no, what is your relationship?_____

Type of Abatement Requested (if known) _OPRA_____

Total square footage of all current buildings on site _18,564 square feet_____

Description of proposed project including type of current business activity and product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product.

__See Attached_____

Give estimated cost of the following components applicable for the proposed project:

Land improvements (excluding land): _____

Building improvements: __\$2,877,650.00 est cost of project_____

Machinery & Equipment: _____

Furniture & Fixtures: _____

Time schedule for start and completion of construction and equipment installation (if applicable):

Building: Equipment installation (if applicable):

Start Date __08/01/2024_____ Start Date _____

Completion Date __10/31/2025_ Completion Date _____

Abatement Application
Page 2

Will project be owned or leased by applicant? _Owned_____

Will machinery be owned or leased by applicant? _____

How many employees do you currently employ? Full Time _0_____ Part Time _____

How many new employees do you estimate after project complete? Full Time _____0_____
Part Time _____

When project is complete, how many will be:

Management/Professional _____ Wage level \$ _____

Skilled _____ Wage level \$ _____

Semi-Skilled _____ Wage level \$ _____

Un-Skilled _____ Wage level \$ _____

Name of Company Officer (contact person) _Ashley Connelly_____

Title _Project Manager_____

Signature  Date _03/08/24_____

Phone Number __(810)447-1571_____

For City Staff Use Only

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. _____

If yes, type of district in place _____ Year established _____

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain _____

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer _____

Signature _____ Date _____

344 W Main

ABATEMENT SCHEDULE

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

Capital Investment \$0 to \$120,000 \$120,001 to \$300,000 \$300,001 to \$600,000 \$600,001 to \$1,350,000 \$1,350,001 to \$3,000,000 \$3,000,001 to \$6,000,000 \$6,000,001 +	Years of Tax Abatement 1 2 3 4 5 6 7	Rehabilitate or Restore a building within Historic District? Additional 2 years in any capital investment
New Job Creation (as FTE – 40 hrs/week) 1-10 11-25 26-50 51 +	Years of Tax Abatement 2 3 4 5	
New Job Wages (calculation based on MI min wage) Average Wage > 1.5x min wage Average Wage > 2.5x min wage Average Wage > 3x min wage	Years of Tax Abatement 1 2 3	
Number of years located in City of Owosso 2-10 11-25 26 +	Years of Tax Abatement 1 2 3	
New employees with City of Owosso residency 1-10 11-25 26 +	Years of Tax Abatement 1 2 3	
New housing units created in City of Owosso 1-5 6-10 11-25 25+	Years of Tax Abatement 1 2 3 4	9

8 years



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

RE: 344 W Main Street

STATEMENT OF OBSOLESCENCE FROM ASSESSOR

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

Michael Dowler MAAO (4)
City Assessor

Assessor Signature
Date 03/26/2024

Application for Obsolete Property Rehabilitation Exemption Certificate

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

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

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


Applicant (Company) Name (applicant must be the OWNER of the facility) Curwood Place LLC								
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 2899 Bay Drive West, Bloomfield, MI, 48324								
Location of obsolete facility (Number and Street, City, State, ZIP Code) 344 W. Main Street, Owosso, MI, 48867								
City, Township, Village (indicate which) Owosso		County Shiawassee						
Date of Commencement of Rehabilitation (mm/dd/yyyy) 08/01/2024	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 10/31/2025	School District where facility is located (include school code) Owosso (2627210)						
Estimated Cost of Rehabilitation \$2,877,650.00		Number of years exemption requested 12						
Attach legal description of obsolete property on separate sheet.								
Expected Project Outcomes (Check all that apply) <table border="0"><tr><td><input checked="" type="checkbox"/> Increase commercial activity</td><td><input checked="" type="checkbox"/> Retain employment</td><td><input checked="" type="checkbox"/> Revitalize urban areas</td></tr><tr><td><input checked="" type="checkbox"/> Create employment</td><td><input checked="" type="checkbox"/> Prevent a loss of employment</td><td><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</td></tr></table> <p>Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. 31</p>			<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas	<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
<input checked="" type="checkbox"/> Increase commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas						
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated						
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.								

APPLICANT CERTIFICATION

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

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

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

Name of Company Officer (No authorized agents) Curwood Place LLC	Telephone Number (248) 569-1430	Fax Number (248) 892-2371
Mailing Address 2899 Bay Drive West, Bloomfield, MI, 48324	E-mail Address perry@dsonline.com	
Signature of Company Officer (no authorized agents) 	Title Property Owner	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

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

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

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established

9-6-2016 Resolution 98-2016

LUCI Code

School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

\$ 317,043

Building State Equalized Value

\$ 364,300

Name of Government Unit

City of Owosso

Date of Action Application

4-1-2024

Date of Statement of Obsolescence

3-26-2024

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

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

1. Attachment with Narrative

a. General Description

The subject property, located at 344 W. Main Street in downtown Owosso, Michigan, is an 18,564 sq. ft single building with a total acreage of 0.65 acres with 44 parking spaces. The multi-use building was built in ca. 1930 and designed by architect George John Bachmann and has a later addition which housed garages for an Oldsmobile dealership. It consists of two floors and a basement. The first floor (9,241 sq. ft) has a retail space that is currently rented, a vacant blighted foyer, and six garages that are in poor condition. The second floor (7591 sq. ft) has nine vacant apartments that require total renovation and redesign with partial demolition and rearrangement of walls and spaces. The basement is vacant with an obsolete foyer entrance from the street.

b. Proposed use

Curwood Place will continue to be a mixed-use development consisting of retail space, residential areas, and community facilities, including art studios and gallery space for organizations located in Owosso's cultural campus. The building's rehabilitation and remodel will be sensitive to the building's historic elements and will include minor preservation work to the historic entrance and facade. Updates to each individual apartment will be made to modernize the units on the second floor. A food business is proposed for the basements which will provide additional retail/creative pop-up space to further local entrepreneurs in their entrepreneurial journey. EV chargers and covered parking will be added to the parking area. Murals have been funded and will be added to the facade to tie in the art community and Owosso's history. The center garage unit will be renovated into a residential foyer at the rear of the building, including storage lockers and an ADA compliant elevator to access the second floor.

The first floor's retail space, which currently houses a pet store; employing 8 part time and 1 full time employee; (lease ending March 2025), will remain as-is during the initial phase of construction and development. The original entry is on the east side of the building. Prior building owners removed most of the large original windows and replaced them with blue painted panels, and the developer is adding murals to these areas depicting historic Owosso scenes or art which is distinctive to the Owosso community; the funding for these murals has already been secured.

The proposed basement tenant, a hospitality talent accelerator, is raising capital to launch a speakeasy bar in the basement which will also house pop-up space that provides additional retail outlets for small startup businesses in Owosso. The space will be open to the public on select days and provide an event space for small groups (under 50) in which guests arrive through a secret entrance. Liquor licensing and food retail licensing will be obtained for this project. Currently the space is under-utilized as it is

used as storage for a now-defunct company and the meters for electricity and water for the building.

The upper story will be renovated to add 1 additional unit to feature nine rehabbed apartments (two two-bedroom unit, five one-bedroom units and two 'micro' units). One to two of the nine apartments will be available fully furnished. Each individual apartment unit will include new plumbing, windows, HVAC systems, ductwork, new separate water heaters, electrical panels, washer/dryers, kitchen cabinets, appliances, and fixtures will all be replaced with new, energy efficient systems. Similarly, all the flooring needs repair and replacement. All bathrooms will be remodeled to include large walk-in showers. The hall corridor will be upgraded to include new lighting, doors, and skylights and will include the display of local artists' exhibits and historic photos of the building and community.

Two of the six first-floor garages (1408 sq. ft total) will be converted to a foyer entrance for second floor residents that includes individual storage lockers and an elevator. The remaining four garages will be upgraded with a new roof, interiors, external trim, and garage doors. The units may be rented as storage or space for local artists to work and showcase their products.

The parking lot includes a large parking area (44 spaces), of which the twelve on the north end of the building will be covered to be used for additional programmatic space by the Shiawassee Arts Center and other local nonprofits for events such as pop-up artists, artisan, and food markets.

c. Detailed description of the rehab

Installation of EV chargers and covered parking spaces for residents and patrons

The 6 first-floor garages will be upgraded with a new roof, interiors, external trim, and garage doors that include the door within a door. This allows entry without having to open the large door.

Construct foyer and install elevator in the center two garage units. Installation of an elevator to make the second-floor apartments handicapped accessible.

The basement will be gutted; this includes removal of broken fixture and repairing of falling ceilings, crumbling unused incinerator chimney, unfinished wall partitions and broken walls and floors.

Update electrical and plumbing to prepare unit for a food business/bar.
Remodel foyer entrance on the west side of the building.
Installation of a restroom in the basement.

Application of murals depicting historic Owosso scenes and/or art that is distinctive to Owosso community to the facade.

Plumbing, HVAC, ductwork, and fixtures will be replaced with new, energy efficient systems throughout the building.

All flooring is in need of repair and replacement.

The second floor has nine vacant apartments that require total renovation and redesign to include partial demolitions and rearrangement of walls and spaces.

Each individual apartment unit will include new separate water heaters, HVAC systems, windows, doors, electrical panels, energy efficient fixtures, and washer/dryers.

Each apartment will have new kitchen cabinets and energy efficient appliances.

All apartment bathrooms will be remodeled to include large walk-in showers to be handicapped accessible.

Up to 2 of the 9 apartments will be available fully furnished.

The hall corridor will be upgraded to include new lighting, doors, and skylights.

d. Descriptive List

Please see attached for more comprehensive list;

- >9 washers (Stackable)
- >9 dryers (Stackable)
- >9 water heaters
- >9 HVAC systems
- >9 fridges
- >9 oven/ranges
- >Elevator

e. Time Schedule

Construction to begin in August 2024 and run through October 2025. Please see attached document with more details on construction.

f. Business Creation: Expected economic advantages from exemption

The proposed Curwood Place development at 344 W. Main Street in downtown Owosso, Michigan will have a catalytic, long-term impact on the community in several ways:

Vacancy & Blight: The project activates vacant space, increases density through additional rentable commercial units, contributes to the success of local businesses, and prioritizes clean and green systems.

Stimulating Economy: The development will grow the area's tax base by rehabilitating a currently underutilized property and creating new retail and residential spaces as well as community facilities. Completing the full vision which integrates arts, food, retail, and housing along the river will enhance Owosso's attractiveness, thus encouraging additional investment by this investment group and others.

Job Creation: In addition to the job retention that will result from maintaining this building through the current lessee (9 jobs retained) there is an approximate 22 jobs that will result from this project. 2 of these jobs would result from the rehab in the basement, which will provide a small hospitality outpost. 20 of these jobs will be from the construction being done on the building.

Housing: With the addition of nine new apartments, the project addresses the critical need for affordable housing in Michigan. Access to safe and affordable housing is a fundamental right and a key driver of economic growth and community development and by investing in affordable housing, the project provides resources for Michigan citizens and communities, which helps to attract and retain talent. The addition of furnished rental units will attract a diverse range of tenants, who will contribute to the local economy and increase community density while prioritizing housing for permanent residents. Through the proposed mixed-use development, Curwood Place not only will provide affordable, short-term housing options for a variety of individuals and families but will stimulate the economy within the community and provide additional programmatic offerings to further the City's development and vision as a regional destination to live, work, and play.

Business Creation: The first floor is currently leased and will remain so until 2025. The lessee employs 1 full time and 8 part time employees. Newly repurposed spaces will

introduce new sources of income for the community, including a speakeasy, and rental space for a gallery, retail units, classrooms, studio spaces, and storage for rent. The creation of a space to be used by an accelerator program for pop ups featuring new hospitality talent will allow entrepreneurs in the Food & Beverage industry an opportunity to run their small business with guidance and low overhead to increase their chances of success in the first year. These new spaces will provide opportunities for small businesses and entrepreneurs to thrive, further boosting the local economy and existing businesses and contributing to the long-standing cultural community in Owosso. The development of Curwood Place will help create jobs by providing space and housing for small businesses and the local cultural community, recognizing that a thriving business ecosystem is essential for economic growth.

Community Space: The addition of outdoor community space and pop-up markets in the parking area will also contribute to the burgeoning arts scene in Owosso, helping to revitalize the downtown area and attracting more visitors to the city. By attracting more visitors to the area, this project will also support existing businesses in downtown Owosso.

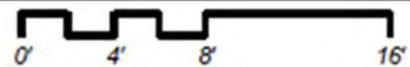
Energy Efficient: The building will include LED-certified windows in addition to other systems that maximize energy efficiency, including new systems and EV chargers in the parking lot.

Placemaking: Being centrally located in downtown Owosso, this project not only allows employees to live closer to their workplace but also encourages active participation in downtown events and patronage of downtown businesses. Affordable and diverse housing options contribute to a healthy urban environment where employees can reduce commute times and increase productivity. Meanwhile, the new housing units will be close to other critical community facilities in town and encourage non-motorized transportation. Murals adorning the facade will depict historic Owosso scenes or art which is distinctive to the Owosso community.



1. *West Elevation*

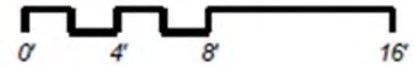
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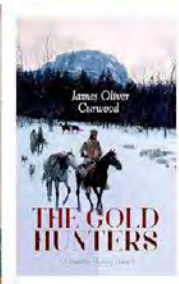
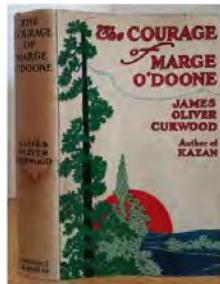
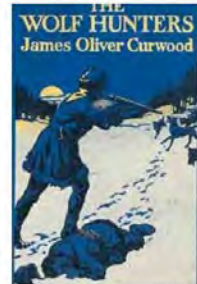
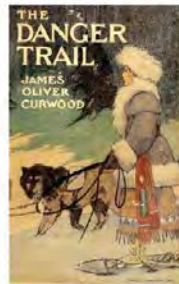
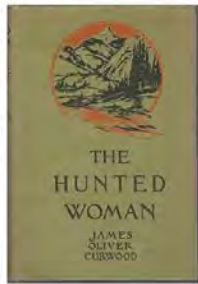
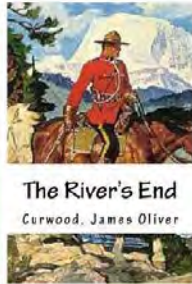
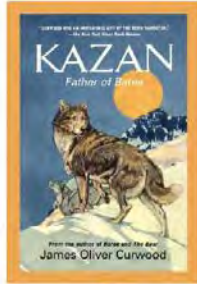


2. North Elevation

SCALE: 1/8" = 1'-0"



MURAL CONCEPTS



THE independent

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This
Edition



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Groundhog's Day
Friday, Feb. 2

- ★ Shiawassee County Land Bank Authority Presents Grant Check
- ★ Owosso Public Schools Announces Teacher and Support Staff of the Year



A CHECK PRESENTATION was held Tuesday, Jan. 23 at the Curwood Festival Office, presenting Curwood Grants to three local entities. Gathered here are, from left: Laura Archer, CEO of the Shiawassee Family YMCA; Perry DiClemente, owner of Curwood Place LLC; Jennifer Ross, Exhibits Director at the Shiawassee Arts Center; Justin Horvath, Vice-Chair on the Curwood Board; Owosso Mayor Robert J. Teich, Jr.; Amy Kirkland, City of Owosso Deputy City Clerk; Shelly Collison, Curwood Festival Office Manager and Kevin Leukart, City of Owosso Director of Public Safety. (Independent Photo/Melissa Shepard)





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

DATE: 4.1.24
TO: Owosso City Council
FROM: Nathan Henne, City Manager
SUBJECT: Woodland Trails/Washington Park Redevelopment Project, #23

Brownfield #23 will include an estimated capital investment of \$14,000,000 - of which \$1,177,367 is proposed for Brownfield reimbursement to the Developer.

AKT Peerless – on behalf of the County Land Bank - submitted a Brownfield plan in December, 2023 and met with staff soon after that submittal. The Brownfield Plan proposes a term of 24 years for local taxes only.

The following is how I scored this project based on the city's 2019 tax abatement policy:

Capital Investment:	\$14,000,000	7 years
Rehabilitated Facility:	No	0 years
Job Creation (FTE):	N/A	0 years
Job Wages:	N/A	0 years
Number of years in Owosso	Govt. Applicant	3 years
Employees with Owosso Residency	N/A	0 years
Housing units Created	30 (14 WT, 16 WP)	4 years
TOTAL		14 yrs

Tax Abatement Policy: Section II Evaluation

Section II of the City's 2019 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 no new permanent jobs
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, although it does meet a critical Master Plan goal of the city to add additional housing.
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 infrastructure needs of both sets of properties to support the proposed project, it's very unlikely that this development opportunity would succeed without an abatement.

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. These properties are not blighted.

“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 the addition of needed housing units in the city.
 - 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 an estimated \$2.5 million after the fourth year of the plan where all construction phases are complete.
5. To offset increased costs of redevelopment (contaminated site cleanup) beyond the costs normally incurred in development
 - i. No environmental contamination is known to exist on the properties.
6. To provide infrastructure necessary to accommodate economic development
 - i. For the Woodland Trails portion, sewer improvements are needed. This system is still considered private since the original development over 20 years ago. Defects in the system prevented the city from accepting this system as public. City will make necessary repairs, be reimbursed for those repairs, and accept this system as public subject to the approval of a three-party agreement (SCLB, WT HOA, City) guaranteeing reimbursement of city cost to repair. The Washington Park property will need work to have utilities serve the development. These costs will be paid by the developer and construction of utilities will be to city specs supervised by a professional engineer.

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 a housing project but would potentially add residents to Owosso who would presumably patronize businesses in the city.

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. No new jobs will be created as part of this project.
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 after the project is completed: \$2.5 million.
 - ii. This project increases the residential tax base pertaining to infill housing
 - iii. Yes. This project optimizes the development potential of these sites. These sites are located in areas prime for infill housing development.
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 add housing opportunity which is a benefit to the community but not a service.
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 project will not create a competitive advantage over existing businesses in the city.
6. Whether or not the project will significantly impact environmental/natural resources
 - i. No significant impacts are foreseen.
7. The extent to which other political subdivisions are in support of the project.
 - i. As of 2.29.24, 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. \$14,000,000 million investment in additional housing
 1. \$12,822,633 million in private investment
 2. \$1,177,367 taxpayer investment in this plan.
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. The project requires a repair of existing sewer system in Woodland Trails and the addition of city utilities to serve the Washington Park site. The first will be paid by the city's sewer fund and reimbursed through this plan while the latter will be funded privately to city specifications.
 - ii. Impact on city services (tax revenue that could be used for service but is instead repaid to developer)

Service	\$\$ per year	\$\$ Total	Percent
Public Safety	\$ 209,033	\$ 5,016,792	58%
General Government	\$ 92,581	\$ 2,221,935	26%
Public Works	\$ 39,752	\$ 954,041	11%
Community Development	\$ 4,484	\$ 107,604	1%
Recreation and Culture	\$ 12,666	\$ 303,975	4%
Total	\$ 358,514	\$ 8,604,347	100%

**Important to remember that after the brownfield expires, TV will be counted as additional general fund revenue. Denial of the brownfield plan does not translate to these increases as the project would have to be completed without the abatement - which is extremely unlikely.*

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 add 30 additional housing units and help meet the Master Plan goal of satisfying the housing shortages in the community. It could also bring new residents to the city, increasing population.
12. The level of private financial investment into the project
 - i. There is about \$12.8 million in private investment for the project.

Options for City Council

1. **Approve this 24 year brownfield application.**
2. **Deny the Brownfield application as the project is only eligible for 14 years of any tax abatement per the city's abatement policy.**
3. **Approve the plan for 14 years. This would presumably kill the project.**

Master Plan Goals: 1.2, 1.4, 1.9, 1.25, 2.12, 3.1, 5.11, 7.1, 7.4

RESOLUTION NO.

**RESOLUTION CONCURRING WITH THE PROVISIONS OF A BROWNFIELD
PLAN ADOPTED BY THE SHIAWASSEE COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY FOR THE
WOODLAND-WASHINGTON PROJECT**

WHEREAS, the Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, (the "Act") authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, historically designated or housing property through tax increment financing of eligible environmental, non-environmental, and/or housing development activities with an approved Brownfield Plan; and

WHEREAS, the City of Owosso City Council (the "City Council") established the City of Owosso Brownfield Redevelopment Authority (the "OBRA") under the procedures of the Act, to facilitate the cleanup and redevelopment of Brownfields within the City of Owosso; and,

WHEREAS, the Shiawassee County Board of Commissioners (the "Board of Commissioners") established the Shiawassee County Brownfield Redevelopment Authority (the "SCBRA") under the procedures under Act 381, to facilitate the cleanup and redevelopment of Brownfields within Shiawassee County; and

WHEREAS, a Brownfield Plan (the "Plan") has been prepared for the redevelopment of the Woodland Trails and Washington Park Properties located at 1493 N. Mallard Circle, 1491 N. Mallard Circle, 1487 N. Mallard Circle, 1485 N. Mallard Circle, 1479 N. Mallard Circle, 1477 N. Mallard Circle, 1473 N. Mallard Circle, 1441 Pintail Ct., 1411 N. Mallard Circle, 1430 N. Mallard Circle, 1426 N. Mallard Circle, 1424 N. Mallard Circle, 1406 N. Mallard Circle, 1408 N. Mallard Circle, and N. Washington Street, all of which are currently under control of the Shiawassee County Land Bank Authority (the "SCLBA"); and

WHEREAS, the Act requires the concurrence of the local unit of government in which the Brownfield Plan project is located for Brownfield Plans under County Brownfield Redevelopment Authorities, and the Woodland-Washington Brownfield Project is located in the City of Owosso, in County of Shiawassee; and

WHEREAS, subsequent to the City Council concurrence, the SCBRA will consider the Brownfield Plan for the Woodland-Washington Project and provide a recommendation to the Board of Commissioners; and

WHEREAS, subsequent to the City Council concurrence, pursuant to and in accordance with the public hearing notice provisions in Act, the Board of Commissioners will set and notice a public hearing and will consider the Woodland-Washington Project Brownfield Plan at a regularly scheduled meeting of the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, that pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996, as amended, being MCL 125.2651, *et seq*, the City of Owosso City Council hereby concurs with the Brownfield Plan for the Woodland-Washington Project.

RESOLUTION NO.

RESOLUTION OF UNDERSTANDING TO UTILIZE THE SHIAWASSEE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE WOODLANDS-WASHINGTON PROJECT

WHEREAS, the City of Owosso has a Brownfield project at the Woodland Trails and Washington Park Properties located at 1493 N. Mallard Circle, 1491 N. Mallard Circle, 1487 N. Mallard Circle, 1485 N. Mallard Circle, 1479 N. Mallard Circle, 1477 N. Mallard Circle, 1473 N. Mallard Circle, 1441 Pintail Ct., 1411 N. Mallard Circle, 1430 N. Mallard Circle, 1426 N. Mallard Circle, 1424 N. Mallard Circle, 1406 N. Mallard Circle, 1408 N. Mallard Circle, and N. Washington Street, commonly known as the Woodland-Washington Project,

WHEREAS, all of the parcels identified in the Brownfield Plan are currently under the control of the Shiawassee County Land Bank Authority (the "SCLBA"); and

WHEREAS, the City of Owosso City Council (the "City Council") established the City of Owosso Brownfield Redevelopment Authority (the "OBRA") under the procedures under Act 381, to facilitate the cleanup and redevelopment of Brownfields within the City of Owosso; and,

WHEREAS, the Shiawassee County Board of Commissioners (the "Board of Commissioners") established the Shiawassee County Brownfield Redevelopment Authority (the "SCBRA") under the procedures under Act 381, to facilitate the cleanup and redevelopment of Brownfields within Shiawassee County; and

WHEREAS, the SCBRA is prepared to assist the City of Owosso reviewing and administering the proposed Woodland- Washington Brownfield Project, provided the City acknowledges certain rights that the SCBRA has, to wit:

- SCBRA intends to collect an administrative fee from the new tax increment revenues generated by the developer not to exceed 10% of the available tax increment revenue generated from the Plan annually; and
- The City of Owosso intends to collect an administrative fee from the new tax increment revenues generated by the developer not to exceed 5% of the available tax increment revenue generated from the Plan annually; and
- SCBRA may capture and collect from the new tax increment revenues generated by the developer an amount up to \$315,226, for a period of up to five years after repayment of eligible activities is satisfied according to the provisions in the Reimbursement Agreement, and that such funds will be placed in the SCBRA Local Brownfield Revolving Fund (the "LBRF") revolving loan fund for future remediation projects within the County; and

WHEREAS, the City of Owosso will have the opportunity to provide public comment on any Brownfield plan before it is finally adopted by the SCBRA and the Board of Commissioners.

THEREFORE, IT IS RESOLVED that the City of Owosso requests that the SCBRA undertake review of the Woodland-Washington project further considering that all properties are under control of the SCLBA.

IT IS FURTHER RESOLVED that the City of Owosso acknowledges and understands that SCBRA intends to collect certain administrative fees and capture certain taxes for its revolving loan fund, which will be specified in detail in any Brownfield plan before it is finally adopted.

IT IS FURTHER RESOLVED that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SHIAWASSEE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

Woodland Trails/Washington Park Redevelopment
Multiple Addresses, Owosso, Shiawassee County, Michigan

PREPARED BY

Shiawassee County Brownfield Redevelopment Authority
201 North Shiawassee, 1st Floor
Corunna, MI 48817
Contact Person: Dr. Brian Boggs
Email: bboggs@shiawassee.net
Phone: (989) 743-2222

AKT Peerless
22725 Orchard Lake Road
Farmington, Michigan, 48336
Contact Person: Samantha R. Mariuz
Email: seimers@aktpeerless.com
Phone: (248) 224-0305

PROJECT

17993f-5-25

DRAFT DATE

March 6, 2024

CITY BRA CONCURRENCE

March 6, 2024

CITY CONCURRENCE

COUNTY BRA APPROVAL

March 4, 2024

COUNTY APPROVAL

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ATTACHMENTS

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• Figure 1 – Topographic Location Map	
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Attachment B	Legal Description
Attachment C	Tables
• Table 1 – Eligible Activities	
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PROJECT SUMMARY

PROJECT NAME	Woodland Trails/Washington Park Brownfield Redevelopment Project - redevelopment and reuse of multiple parcels located in Owosso, Michigan
WOODLAND TRAILS (DEVELOPER 1)	J.W. Morgan Construction, LLC 7152 Seymour Road Swartz Creek, Michigan Jeremy Morgan (810) 691-6281
WASHINGTON PARK (DEVELOPER 2)	Venture Incorporated 196 Cesar E. Chavez Avenue Pontiac, Michigan Allan Martin (810) 241-1954
CITY	City of Owosso 301 West Main Street Owosso, Michigan Nathan Henne (989) 725-0568
COUNTY	County of Shiawassee 201 North Shiawassee Street Corunna, Michigan Dr. Brian Boggs (989) 743-2222
ELIGIBLE PROPERTY LOCATION	The Eligible Property is located at multiple addresses in Owosso, Michigan.
TYPE OF ELIGIBLE PROPERTY	Land Bank Fast Track Authority Owned

SUBJECT PROJECT DESCRIPTION	<p>The Woodland Trails/Washington Park Brownfield Redevelopment Project (Project) consists of the redevelopment of the multiple Shiawassee County Land Bank Authority owned parcels and public infrastructure improvements located at multiple addresses within the city of Owosso, Michigan. The Project includes the sale of Land Bank owned parcels which will be improved with the new construction of condominium and multifamily units.</p> <p>The Project is seeking approval of Tax Increment Financing (TIF). Redevelopment is expected to begin in Spring of 2024.</p>
ELIGIBLE ACTIVITIES	Public Infrastructure Improvements, and Preparation and Implementation of a Brownfield Plan.
REIMBURSABLE COSTS	\$1,177,367 (Est. Eligible Activities & Contingency)
MAXIMUM DURATION OF CAPTURE	24 years
ESTIMATED TOTAL CAPITAL INVESTMENT	\$14,000,000
INITIAL TAXABLE VALUE	\$0

LIST OF ACRONYMS AND DEFINITIONS

ACT 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
BFP OR PLAN	Brownfield Plan
CITY	City of Owosso
COUNTY	County of Shiawassee
WOODLAND TRAILS DEVELOPER	J.W. Morgan Construction, LLC
WASHINGTON PARK DEVELOPER	Ventures Incorporated
EGLE	Michigan Department of Environment, Great Lakes & Energy
ELIGIBLE PROPERTY	Property for which eligible activities are identified under a Brownfield Plan, referred to herein as “the subject property”.
LBRF	Local Brownfield Revolving Fund
MEDC	Michigan Economic Development Corporation
MSF	Michigan Strategic Fund
PROJECT	Woodland Trails/Washington Park Redevelopment
SCBRA	Shiawassee County Brownfield Redevelopment Authority
SCLBA	Shiawassee County Land Bank Authority
SLBA	State Land Bank Authority
SUBJECT PROPERTY	The Eligible Property, located at multiple addresses, Owosso, Michigan.
TIF	Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)
TIR	Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)

BROWNFIELD PLAN

Woodland Trails/Washington Park Redevelopment Multiple Addresses, Owosso, Michigan 48867

1.0 Introduction

Shiawassee County, Michigan (the “County”), established the Shiawassee County Brownfield Redevelopment Authority (the “Authority”), pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain “Brownfield” properties within the Community. Inclusion of subject property within Brownfield plans will facilitate financing of environmental response and other eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of Brownfield properties, Brownfield plans are intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Brownfield Plan (the “subject property”) shall not be integral to the effectiveness or validity of this Brownfield Plan. This Brownfield Plan is intended to apply to the subject property identified in this Brownfield Plan and, if tax increment revenues are proposed to be captured from that subject property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the subject property shall not necessitate an amendment to this Brownfield Plan, affect the application of this Brownfield Plan to the subject property, or impair the rights available to the Authority under this Brownfield Plan.

This Brownfield Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Brownfield Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381.

The Woodland Trails/Washington Park Brownfield Redevelopment (the “Project”) consists of the redevelopment of Shiawassee County Land Bank Authority (SCLBA) owned parcels located within the City of Owosso, Michigan (subject property). The Woodland Trails portion of the subject property, located south of E. North Street and east of S. Gould Street, will include the sale of the land bank owned parcels to J.W. Morgan Construction, LLC (Developer 1) who will improve the parcels with the construction of new condominium units. The City of Owosso (City) will also complete the public sewer system improvements within the Woodland Trails portion of the subject property. The City of Owosso has incurred soft costs associated with the engineering of the public sewer project prior to the adoption of this Brownfield Plan. These costs are considered an eligible activity for future tax increment revenue reimbursement with the approval of this Brownfield Plan.

The Washington Park portion of the subject property, located at the southwest corner of W. Wesley Drive and N. Washington Street. Eligible activities for the Project include the installation of public water mains, completed by Ventures Incorporated (Developer 2). Ventures Incorporated will develop sixteen (16) two- and three-bedroom townhomes.

The County of Shiawassee (the “County”) has incurred soft costs associated with the sale of Land Bank Owned parcels as well costs associated with the preparation and implementation of the Brownfield Plan prior to the adoption of the Brownfield Plan. These costs are considered an eligible activity for future tax increment revenue reimbursement with the approval of this Brownfield Plan.

This Project will ultimately improve the underutilized, tax reverted properties and provide much needed housing within the city of Owosso.

The Project is seeking approval of Tax Increment Financing (TIF) for eligible activities completed. Eligible activities are expected to begin in the Spring of 2024 with redevelopment following.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (2)(h))

The Eligible Property (“subject property”) is located at multiple addresses in Owosso, Michigan.

The Woodland Trails portion of the subject property consists of fourteen (14) condo parcels located south of E. North Street and east of S. Gould Street. All parcels are zoned Residential (R).

The Washington Park portion of the subject property consists of one (1) parcel located at the southwest corner of W. Wesley Drive and N. Washington Street. This parcel is zoned Planned Unit Development (PUD).

At achment A includes site maps of the Eligible Property, refer to: Figure 1, Topographic Location Map and Figure 2, Eligible Property Boundary Map (which includes lot dimensions). The legal description of the Eligible Properties, including the legal description of the parent condo Parcel for the Woodland Trails subject property are further described and presented in At achment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property, which is referred to herein as the “subject property.”

2.2 Basis of Eligibility (Section 13 (2)(h), Section 2 (p))

The subject property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) the subject property is owned by the Shiawassee County Land Bank Authority.

Address	Parcel Identification Number	Brownfield Eligibility
1493 N MALLARD CIRCLE	050-750-000-001-00	Land Bank Owned
1491 N MALLARD CIRCLE	050-750-000-002-00	Land Bank Owned
1487 N MALLARD CIRCLE	050-750-000-003-00	Land Bank Owned

1485 N MALLARD CIRCLE	050-750-000-004-00	Land Bank Owned
1479 N MALLARD CIRCLE	050-750-000-005-00	Land Bank Owned
1477 N MALLARD CIRCLE	050-750-000-006-00	Land Bank Owned
1473 N MALLARD CIRCLE	050-750-000-007-00	Land Bank Owned
1441 PINTAIL CT	050-750-000-018-00	Land Bank Owned
1411 N MALLARD CIRCLE	050-750-000-030-00	Land Bank Owned
1430 N MALLARD CIRCLE	050-750-000-033-00	Land Bank Owned
1426 N MALLARD CIRCLE	050-750-000-032-00	Land Bank Owned
1424 N MALLARD CIRCLE	050-750-000-031-00	Land Bank Owned
1406 N MALLARD CIRCLE	050-750-000-041-00	Land Bank Owned
1408 N MALLARD CIRCLE	050-750-000-042-00	Land Bank Owned
N WASHINGTON STREET	050-535-000-001-00	Land Bank Owned

2.3 Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The “eligible activities” that are intended to be carried out at the subject property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include public infrastructure improvements and the preparation and implementation of a Brownfield Plan (see Table 1).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Incremental Revenues from the subject property are shown in the table below.

Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activity		Estimated Cost	
1.	Infrastructure Improvements	\$	\$957,407
2.	Soft Costs associated with Infrastructure Improvements	\$	49,000
3.	15% Contingency	\$	150,961
Subtotal Eligible Activities Cost with 15% Contingency		\$	1,157,367
4.	Brownfield Plan Preparation & Implementation*	\$	20,000
Total Eligible Activities Costs with BFP Preparation & Implementation		\$	1,177,367
5.	County BRA Administration Fee – 10%	\$	175,604
6.	City BRA Administration Fee – 5%	\$	87,802
7.	Local Brownfield Revolving Fund (LBRF)		315,266
Total Eligible Costs for Reimbursement		\$	1,756,039

*Contingency is not applied to Brownfield Plan Preparation & Implementation.

Estimated Cost of Reimbursable Eligible Activities by Each Party

	County Costs	City Costs	Developer Costs
Eligible Activities	\$ 29,000	\$ 150,000	\$ 827,407
15% Contingency	\$ 4,350	\$ 22,500	\$ 124,111
Brownfield Plan Preparation	\$ 10,000	\$ -	\$ -

Brownfield Plan Implementation	\$ 10,000	\$ -	\$ -
TOTAL	\$ 53,350	\$ 172,500	\$ 951,517

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the subject property is shown in Attachment C, Table 1.

The County, the City, and Developer 2 desire to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the subject property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the subject property after approval of this Brownfield Plan and an associated Reimbursement Agreement. Some eligible activity costs may have been incurred prior to the adoption of the Brownfield Plan. These costs are eligible for reimbursement to the extent permitted by Act 381 as they are soft costs related to the eligible activities within the Plan and were integral to appropriately scoping eligible activity costs and assembling the Brownfield Parcels and Plan.

It is currently anticipated that the remaining eligible activities will begin in Spring of 2024 with development occurring thereafter. It is estimated that all the fourteen (14) Woodland Trails condo parcels will be transferred from the Land Bank to Developer 1 over a period of four years, for a five-year phase in construction period. The Land Bank will transfer the Washington Park Parcel to Developer 2 in 2024. There is no tax increment revenue being generated from the redevelopment of Washington Park because there is a Payment in Lieu of Taxes (PILOT) on the subject property. Only the tax increment revenues generated from Developer 1, will be available to fund eligible activities. Further discussion regarding the phasing of construction and impact on taxable value and tax increment revenues can be found in Section 2.4.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the subject property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the subject property shall be governed by the terms of a Reimbursement Agreement with the Authority (the "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.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss))

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the County, City and Developers, the for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2025.

The total estimated cost of the eligible activities and other costs (including contingency, administrative fees and deposits to the Local Brownfield Revolving Fund (the "LBRF")) to be reimbursed through the capture of tax increment revenue is projected to be \$1,756,039. The estimated effective initial taxable value for this Brownfield Plan is \$0 and is based on land and real property tax only. The initial taxable value of \$0 is set in 2024. Redevelopment of the subject property is expected to initially generate

incremental taxable value in 2025 with the first significant increase in taxable value of approximately \$20,000 beginning in 2025.

The fourteen (14) Woodland Trails condo parcels will be transferred from the Land Bank to Developer 1 over a four-year period beginning in 2024 with two (2) parcels. There is a corresponding taxable value increase based on the value of the land in 2025. Over the final three years, each year four (4) parcels will be transferred and constructed. The Woodland Trails development is expected to be complete and reach full valuation by 2029. It is estimated that each condo will be sold for approximately \$350,000, and there is a 1% inflation rate multiplier in the outyears post construction. The table below illustrates the anticipated property transfer and tax increment revenue growth schedule. At achment C, Table 2 provides the Tax Increment Revenue estimates based on the property transfer and anticipated construction schedule.

Property Transfer and Estimated Tax Increment Revenue Schedule

Year	Number of Parcels Transferred	Taxable Value Parcels Transferred	Cumulative TV Increase	Number of Units Constructed to Full Value
2024	2 Parcels	\$ -	\$ -	0
2025	4 Parcels	\$ 20,000	\$ 20,000	0
2026	4 Parcels	\$ 40,000	\$ 390,200	2
2027	4 Parcels	\$ 40,000	\$ 1,094,102	6
2028	Construction	\$ 40,000	\$ 1,805,043	10
2029	Construction	\$ -	\$ 2,483,093	14

It is estimated that the Authority will capture the 2025 through 2050 tax increment revenues to reimburse the cost of the eligible activities and make deposits to the LBRF. An estimated schedule of tax increment revenue reimbursement is provided as At achment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the subject property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in At achment C, Tables 2 and 3. The actual tax increment captured will be based on the taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

2.5 Plan of Financing (Section 13 (2)(d)); Maximum Amount of Indebtedness (Section 13 (2)(e))

Eligible activities are to be financed by the County, City and Developer 2, Ventures Incorporated, herein referred to as the “Parties”. The Authority will reimburse the Parties for the cost of approved eligible activities, but only from tax increment revenues generated from the subject property as available, and subject to the terms of the Reimbursement Agreement. The County will be repaid through available tax increment revenues first, the City second, and Developer 2 last.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to authorize the Authority to fund such reimbursements. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

2.6 Duration of Brownfield Plan (Section 13 (2)(f))

Current tax capture projections indicate the tax increment capture will continue for twenty-six (26) years. In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield 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 Brownfield Plan.

2.7 Effective Date of Inclusion in Brownfield Plan

The subject property shall become a part of this Brownfield Plan on the date this Brownfield Plan is approved by Shiawassee County. The date of tax capture shall commence during the year construction begins or the immediate following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan amendment.

2.8 Local Brownfield Revolving Fund (“LBRF”) (Section 8, Section 13(2)(m))

The Authority has established a Local Brownfield Revolving Fund (“LBRF”). The Authority will capture incremental local taxes fund the LBRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LBRF will be determined on a case-by-case basis. Considerations may include, but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LBRF funding, projected need for LBRF funds, and amount of tax capture available in accordance with Act 381.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at \$315,266.

2.9 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in the Brownfield Plan, if all eligible activities, and contingency are reimbursed is summarized below. This is a local only Brownfield Plan, and no State tax capture will be sought as part of this Plan. The Woodland Trails parcels are assumed to be 100% homestead, and the Washington Park development has a PILOT, therefore, no tax increment revenues are generated from that parcel. All tax increment revenues from the Woodland Trails parcels will be used to reimburse the County, the City, and Developer 2 for eligible

activities conducted in accordance with this Plan and subject to the terms of the Reimbursement Agreement.

The Parcels are under control of the Shiawassee County Land Bank Authority. Therefore, as the properties transfer from the Land Bank to Developer 1, they are subject to 5/50, and the Shiawassee County Land Bank Authority may capture 50% of the taxes for five years on the property. The Shiawassee County Land Bank Authority has an agreement with the State Land Bank Authority to share 50% of the 5/50 capture. The Tax Increment Revenue Tables 2 and 3 in Attachment C contemplate the 5/50 capture to the Land Bank Authorities, with the remainder of the 50% increase in taxable value for all tax increment capturable mills reimbursable for Brownfield Eligible Activities.

Tax Capture and Repayment Estimates

	Tax Capture	Percentage of Total	Estimated Year of Repayment
Local-Only Tax Capture (100%)	\$ 1,756,039		
County Capture	\$ 53,350	3%	5
City Capture	\$ 172,500	10%	8
Developer Capture	\$ 951,517	54%	22
Admin & LBRF	\$ 578,672	33%	26

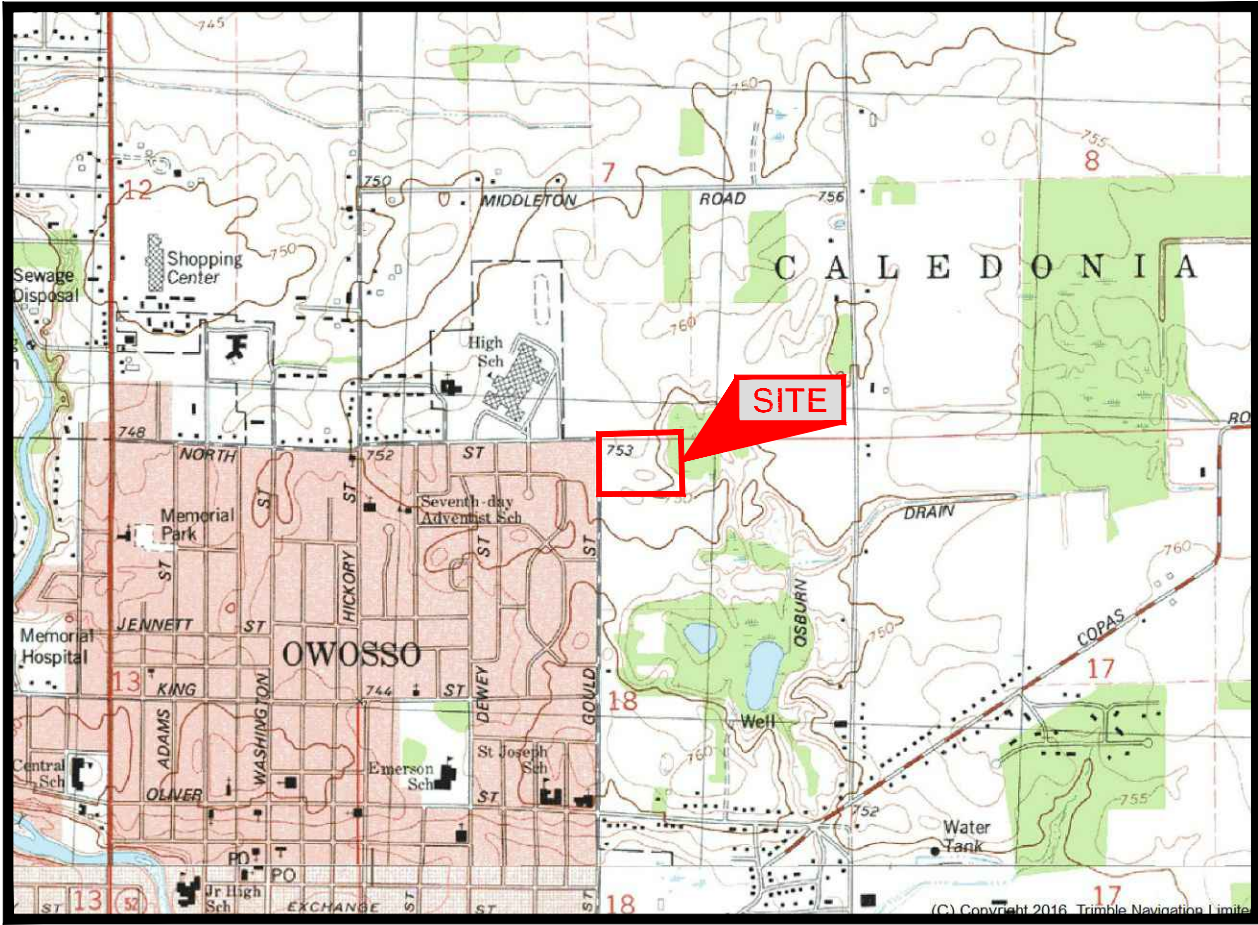
Estimated Land Bank 5/50 Taxes

	1	2	3	4	5	6	7	8
	2025	2026	2027	2028	2029	2030	2031	2032
Total School Tax 5/50	\$60	\$1,171	\$3,282	\$5,415	\$7,449	\$12,861	\$8,617	\$4,330
Total Local Tax 5/50	\$287	\$5,600	\$15,702	\$25,906	\$35,637	\$30,763	\$20,611	\$10,357
Total Debt Tax 5/50	\$74	\$1,445	\$4,053	\$6,686	\$9,198	\$7,940	\$5,320	\$2,673
Total Annual 5/50 Value	\$421	\$8,216	\$23,037	\$38,007	\$52,284	\$51,564	\$34,547	\$17,359
Cumulative 5/50	\$421	\$8,637	\$31,675	\$69,682	\$121,966	\$173,530	\$208,077	\$225,436
SLBA Annual Portion	\$211	\$4,108	\$11,519	\$19,003	\$26,142	\$25,782	\$17,273	\$8,680
SCLBA Annual Portion	\$211	\$4,108	\$11,519	\$19,003	\$26,142	\$25,782	\$17,273	\$8,680

At achments

At achment A
Site Maps and Photographs

OWOSSO NORTH QUADRANGLE
MICHIGAN - SHIAWASSEE COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.7 N.-R.3 E.

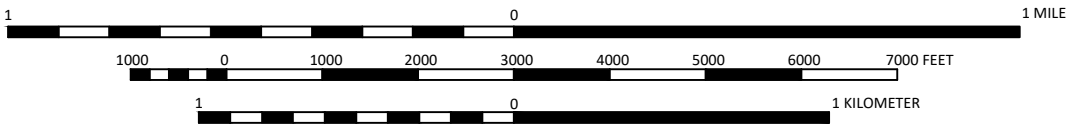
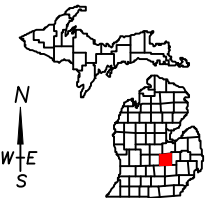


IMAGE TAKEN FROM 1974 U.S.G.S. TOPOGRAPHIC MAP

MICHIGAN
QUADRANGLE LOCATION

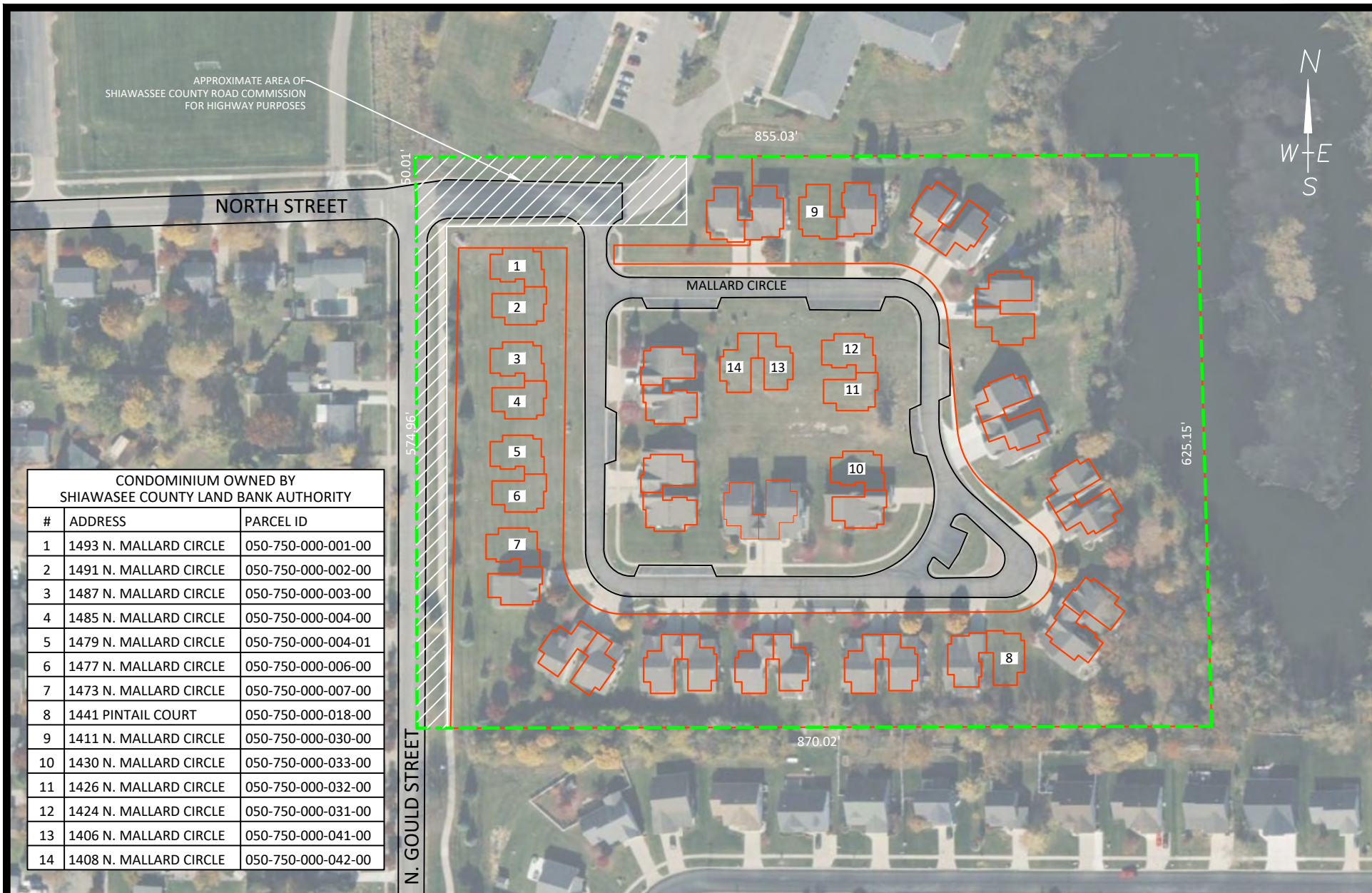


AKTPEERLESS
ENVIRONMENTAL SERVICES

TOPOGRAPHIC LOCATION MAP
WOODLAND TRAILS CONDOMINIUM
OWOSSO, MICHIGAN
PROJECT NUMBER: 17993F-5-25

DRAWN BY: OGO
DATE: 10/03/2023

FIGURE 1



CONDOMINIUM OWNED BY SHIAWASSEE COUNTY LAND BANK AUTHORITY		
#	ADDRESS	PARCEL ID
1	1493 N. MALLARD CIRCLE	050-750-000-001-00
2	1491 N. MALLARD CIRCLE	050-750-000-002-00
3	1487 N. MALLARD CIRCLE	050-750-000-003-00
4	1485 N. MALLARD CIRCLE	050-750-000-004-00
5	1479 N. MALLARD CIRCLE	050-750-000-004-01
6	1477 N. MALLARD CIRCLE	050-750-000-006-00
7	1473 N. MALLARD CIRCLE	050-750-000-007-00
8	1441 PINTAIL COURT	050-750-000-018-00
9	1411 N. MALLARD CIRCLE	050-750-000-030-00
10	1430 N. MALLARD CIRCLE	050-750-000-033-00
11	1426 N. MALLARD CIRCLE	050-750-000-032-00
12	1424 N. MALLARD CIRCLE	050-750-000-031-00
13	1406 N. MALLARD CIRCLE	050-750-000-041-00
14	1408 N. MALLARD CIRCLE	050-750-000-042-00

ELIGIBLE PROPERTY BOUNDARY MAP

WOODLAND TRAILS CONDOMINIUM
OWOSSO, MICHIGAN
PROJECT NUMBER: 17993F-5-25

LEGEND

--- = RARENT PARCEL LINE*
--- = CONDOMINIUM UNITS LINE*

* ADOPTED FROM SHIAWASSEE GIS

DRAWN BY: OGO
DATE: 10/03/2023

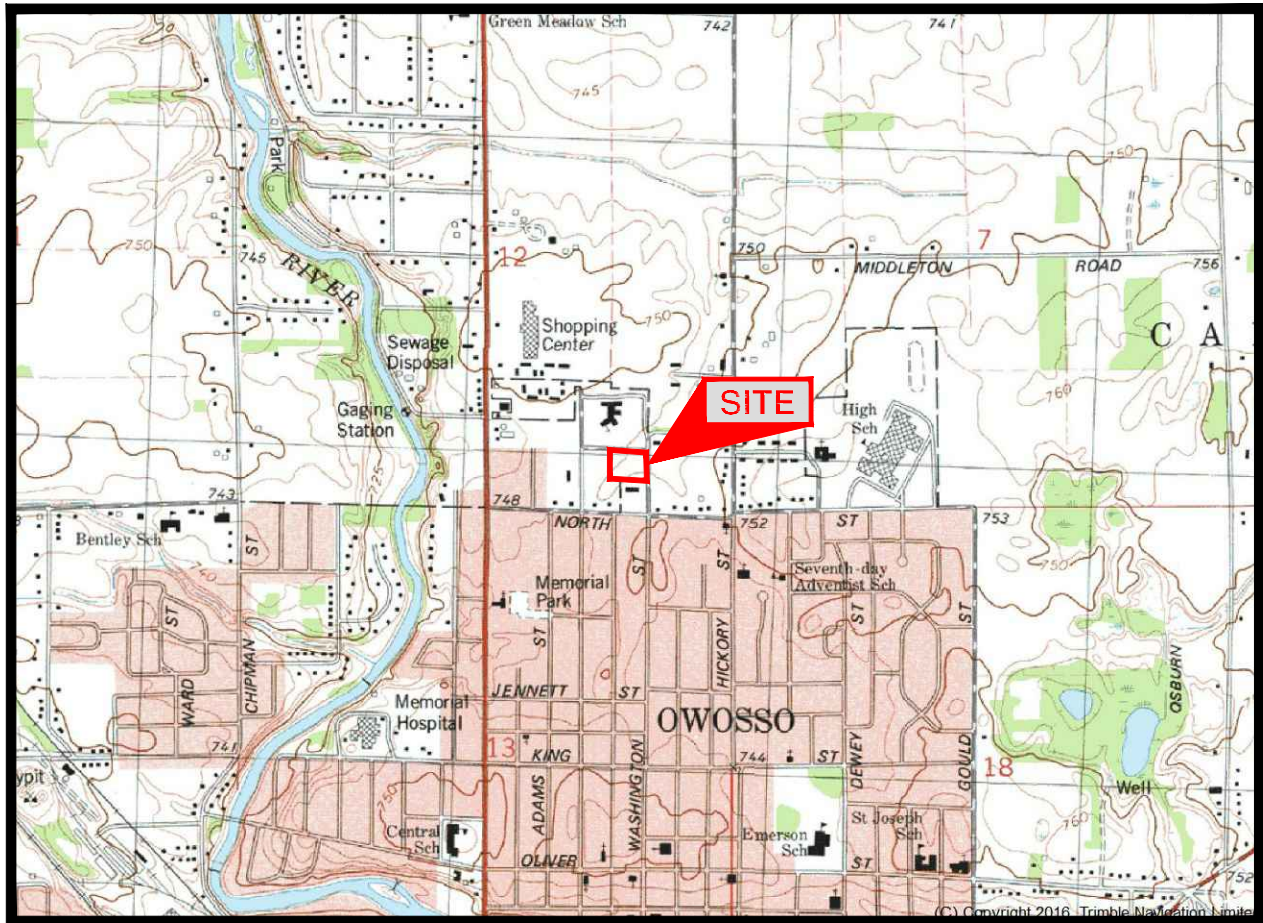
0 75 150
SCALE: 1" = 150'

FIGURE 2

OWOSSO NORTH QUADRANGLE

MICHIGAN - SHIAWASSEE COUNTY

7.5 MINUTE SERIES (TOPOGRAPHIC)



T.7 N.-R.2 E.

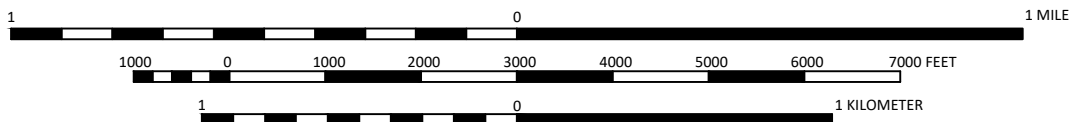


IMAGE TAKEN FROM 1974 U.S.G.S. TOPOGRAPHIC MAP

MICHIGAN
QUADRANGLE LOCATION



AKTPEERLESSTM
ENVIRONMENTAL SERVICES

TOPOGRAPHIC LOCATION MAP

PARCEL 050-535-000-001-00

N. WASHINGTON STREET

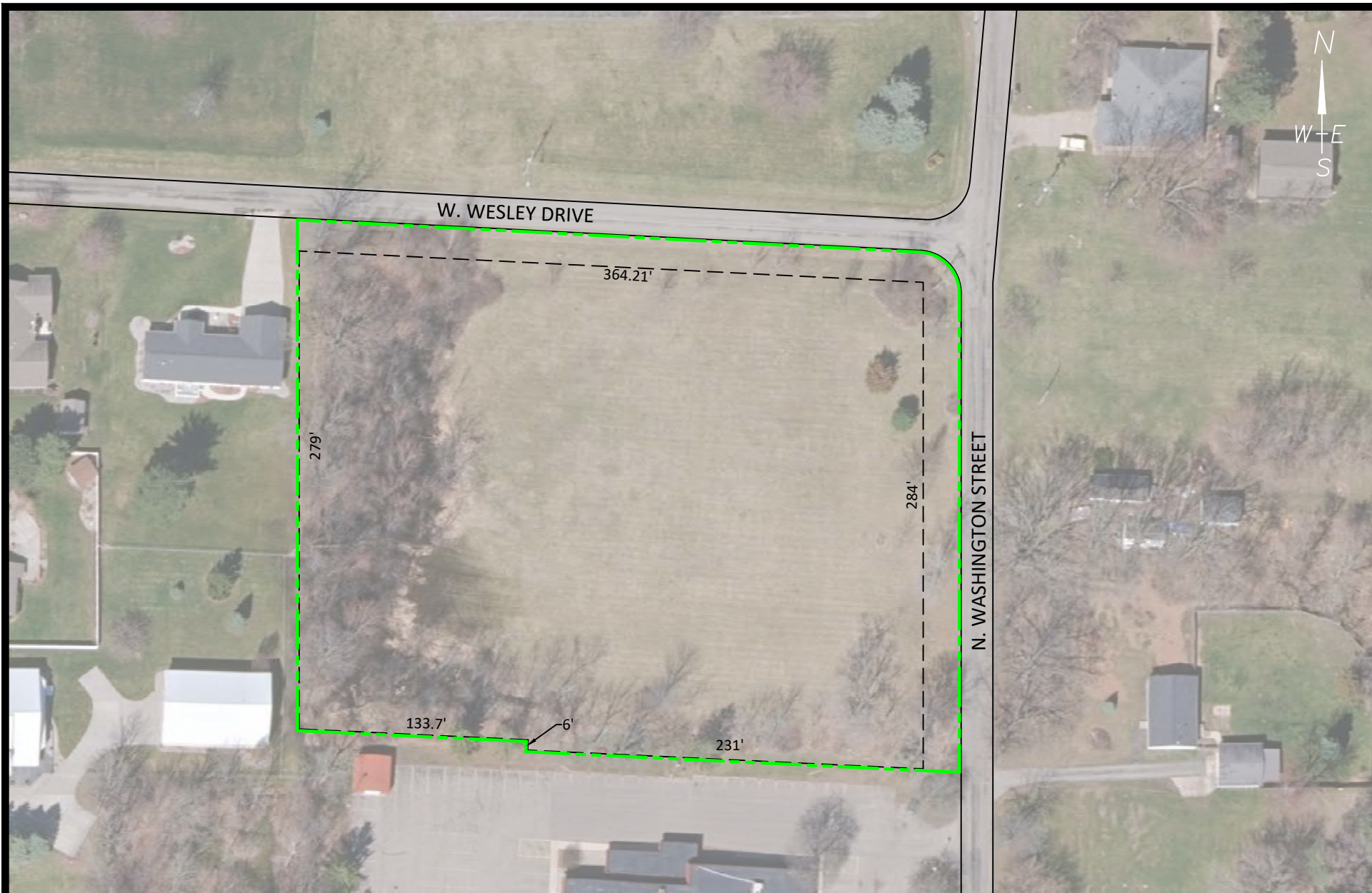
OWOSSO, MICHIGAN

PROJECT NUMBER: 17993F-5-25

DRAWN BY: OGO

DATE: 10/03/2023

FIGURE 1



ELIGIBLE PROPERTY BOUNDARY MAP

PARCEL 050-535-000-001-00
 N. WASHINGTON STREET
 OWOSSO, MICHIGAN
 PROJECT NUMBER: 17993F-5-25

LEGEND

--- = PARCEL LINE
 --- = ELIGIBLE PROPERTY BOUNDARY LINE

DRAWN BY: OGO
 DATE: 10/03/2023

0 40 80
 SCALE: 1" = 80'

FIGURE 2

At achment B
Legal Description



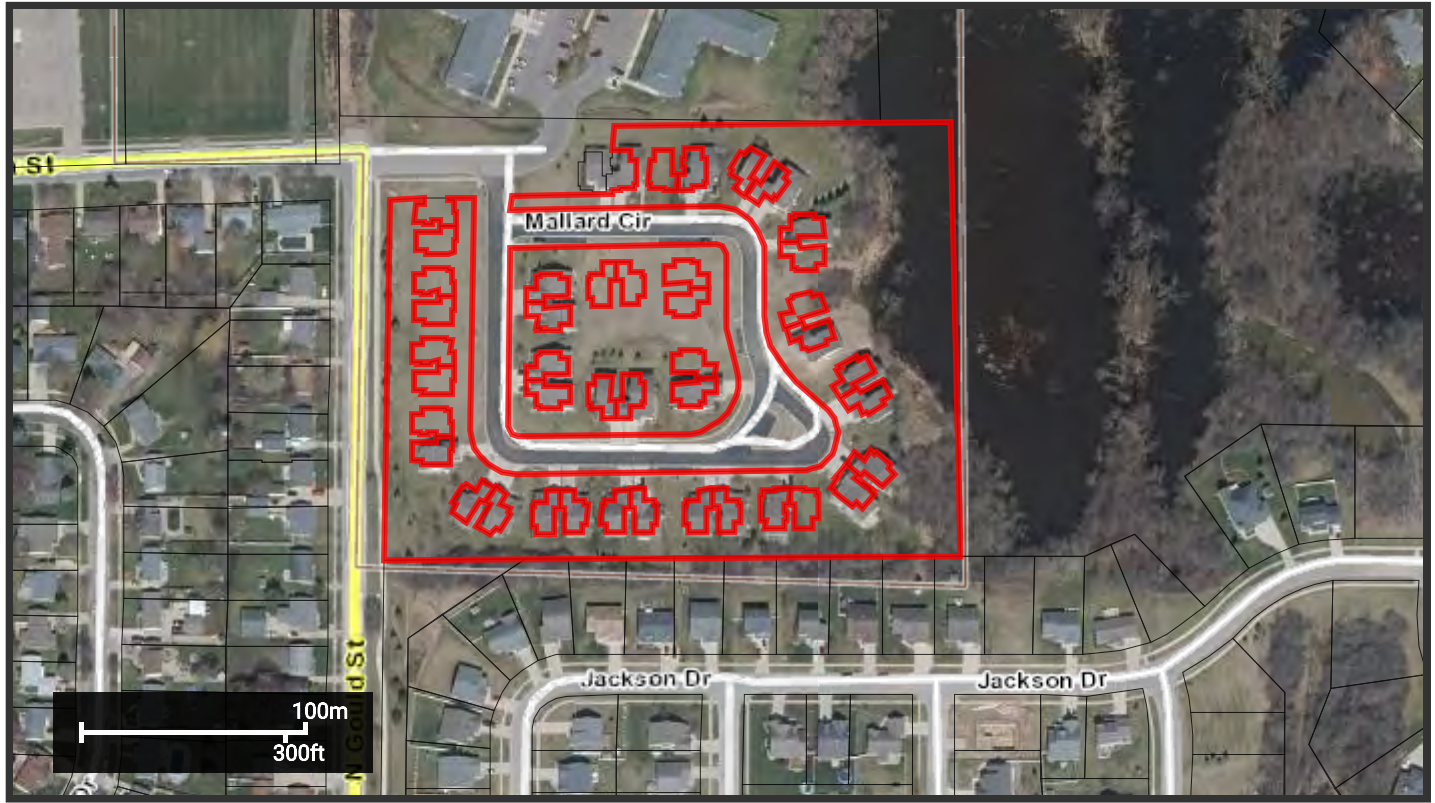
Shiawassee GIS

Parcel Report: 050-540-000-002-00

Parent Condo Parcel
Land Bank Owned Eligible Condo
Parcels Identified on Attachment A
and following Legal Descriptions

12/4/2023

4:11:45 PM



Property Address

1410 N GOULD ST
OWOSSO, MI, 48867

Owner Address

WOODLAND TRAILS CONDOMINIUM
--
7550 MILLER RD
SWARTZ CREEK, MI 48473-1413

Unit:	050
Unit Name:	CITY OF OWOSSO

General Information for 2023 Tax Year

Parcel Number:	050-540-000-002-00
----------------	--------------------

Property Class:	402
Class Name:	RESIDENTIAL
School Dist Code:	78110
School Dist Name:	OWOSSO PUBLIC SCHOOLS
PRE 2022:	0%
PRE 2023:	0%

Assessed Value:	\$0
Taxable Value:	\$0
State Equalized Value:	\$0

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0

Land Information

Acreage:	0
Zoning:	NA

Legal Description

COMMONS AREA FOR WOODLAND TRAILS CONDOMINIUM ASSOCIATION PART OF W 1/2 OF NE 1/4 SEC 18 & S 1/6 OF W 1/2 OF SE 1/4 SEC 7, T7N, R3E, CITY OF OWOSSO; BEG AT S 1/4 COR SEC 7, TH N00°26'31"W, 50.01', S89°01'21"E, 855.03', S00°25'59"E, 625.15', N89°01'21"W, 870.02', N01°03'40"E, 574.96' TO POB. EXCEPT LANDS CONVEYED TO SHIAWASSEE COUNTY ROAD COMMISSION FOR HIGHWAY PURPOSES. TOGETHER WITH EASEMENTS OF RECORD FOR INGRESS AND EGRESS. ALSO EXCEPT LANDS DEDICATED AND DEEDED FOR CONDOMINIUM UNITS.

Sales Information

Sale Date: 10-18-2006

Sale Price: 0

Instrument: QC

Grantor: WOODSIDE WEST LLC

Grantee: WOODSIDE BUILDERS, INC

Terms of Sale: 21-NOT USED/OTHER

Liber/Page:

Sale Date: 10-16-2006

Sale Price: 0

Instrument: WD

Grantor: CITY OF OWOSSO

Grantee: WOODSIDE WEST LLC

Terms of Sale: 03-ARM'S LENGTH

Liber/Page:

Sale Date: 03-24-2004

Sale Price: 0

Instrument: OTH

Grantor: WOODSIDE WEST, LLC

Grantee: WOODLAND TRAILS CONDOMINIUM

Terms of Sale: 21-NOT USED/OTHER

Liber/Page:

Sale Date: 10-27-2003

Sale Price: 108000

Instrument: WD

Grantor: CITY OF OWOSSO

Grantee: WOODSIDE WEST, LLC

Terms of Sale: 03-ARM'S LENGTH

Liber/Page:

Sale Date: 03-01-2001

Sale Price: 400000

Instrument: WD

Grantor: SUTTON, RICHARD L & VIOLETTE, ET AL

Grantee: CITY OF OWOSSO

Terms of Sale: 03-ARM'S LENGTH

Liber/Page:

1493 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-001-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
-------	---	----------	---

General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 1, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	STATE OF MICHIGAN	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

1491 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-002-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
-------	---	----------	---

General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 2, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	STATE OF MICHIGAN	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1487 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-003-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		

Total Frontage: 0.00 ft

Average Depth: 0.00 ft

Legal Description

UNIT 3, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	STATE OF MICHIGAN	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1485 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-004-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > 1 Building Department records found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 4, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

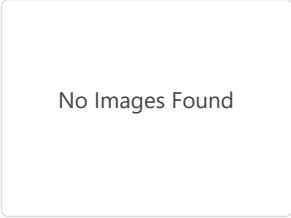
Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1479 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-005-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 5, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1477 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-006-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 6, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1473 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-007-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 7, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1441 N PINTAIL CT OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-018-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 18, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1411 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-030-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 30, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1430 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-033-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 33, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1426 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-032-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 32, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1424 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-031-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 31, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

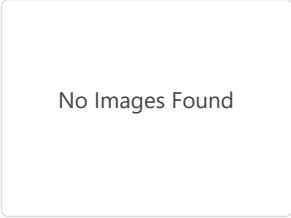
Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1406 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-041-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 41, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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1408 N MALLARD CIRCLE OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-750-000-042-00



Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	407 RESIDENTIAL CONDOMINIUMS	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0
2018	\$0	\$0	\$0
2017	\$0	\$0	\$0
2016	\$0	\$0	\$0
2015	\$5,500	\$0	\$0
2014	\$5,500	\$0	\$0
2013	\$5,500	\$5,500	\$5,500
2012	\$9,400	\$9,400	\$9,137
2011	\$9,400	\$9,400	\$8,897
2010	\$15,000	\$15,000	\$8,749
2009	\$16,300	\$16,300	\$8,776
2008	\$16,300	\$16,300	\$8,407
2007	\$16,300	\$16,300	\$8,218
2006	\$15,000	\$15,000	\$7,925
2005	\$15,000	\$15,000	\$7,672

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$7,500	\$7,500	\$7,500
2003	\$0	\$0	\$0
2002	\$0	\$0	\$0
2001	\$0	\$0	\$0
2000	\$0	\$0	\$0
1999	\$0	\$0	\$0

Land Information

Zoning Code	R-1 RES	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	WOODLAND TRAILS CONDOS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

UNIT 42, WOODLAND TRAILS CONDOMINIUM

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	MICHIGAN LAND BANK FAST TRACK AUTH	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
12/30/2013	\$0.00	AFF	STATE OF MICHIGAN	MICHIGAN LAND BANK FAST TRACK AUTH	21-NOT USED/OTHER	Not Available
09/09/2005	\$0.00	QC	WOODSIDE WEST, LLC	WOODSIDE BUILDERS, INC	03-ARM'S LENGTH	Not Available

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N WASHINGTON ST OWOSSO, MI 48867 (Property Address)

Parcel Number: 050-535-000-001-00



Item 2 of 2 2 Images / 0 Sketches

Property Owner: SHIAWASSEE COUNTY LAND BANK AUTH.

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Property Tax information found
- > 4 Invoices Found, Amount Due: 0.00
- > 2 Special Assessments found
- > 12 Building Department records found

Owner and Taxpayer Information

Owner	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817	Taxpayer	SHIAWASSEE COUNTY LAND BANK AUTH. 201 N SHIAWASSEE ST CORUNNA, MI 48817
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General Information for Tax Year 2023

Property Class	402 RESIDENTIAL-VACANT	Unit	050 OWOSSO
School District	OWOSSO PUBLIC SCHOOLS	Assessed Value	\$0
MAP #	No Data to Display	Taxable Value	\$0
OBRA #	0	State Equalized Value	\$0
DDA	Not Available	Date of Last Name Change	Not Available
LDFA	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
TIFA	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 05/01/1994

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$44,200	\$44,200	\$15,498
2020	\$18,700	\$18,700	\$15,285
2019	\$32,500	\$15,000	\$15,000
2018	\$32,000	\$32,000	\$32,000
2017	\$41,800	\$41,800	\$37,631
2016	\$40,700	\$40,700	\$37,296
2015	\$40,000	\$40,000	\$37,185
2014	\$36,600	\$36,600	\$36,600
2013	\$36,600	\$36,600	\$36,600
2012	\$36,900	\$36,900	\$36,900
2011	\$36,900	\$36,900	\$36,900
2010	\$38,800	\$38,800	\$38,800
2009	\$40,600	\$40,600	\$40,260
2008	\$40,600	\$40,600	\$38,564
2007	\$40,600	\$40,600	\$37,697
2006	\$40,600	\$40,600	\$36,352
2005	\$40,600	\$40,600	\$35,191

Year	MBOR Assessed	Final SEV	Final Taxable
2004	\$34,400	\$34,400	\$34,400
2003	\$34,300	\$34,300	\$33,799
2002	\$33,300	\$33,300	\$33,300
2001	\$33,300	\$33,300	\$33,024
2000	\$32,000	\$32,000	\$32,000
1999	\$32,000	\$32,000	\$32,000

Land Information

Zoning Code	RM-RES	Total Acres	2.373
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	MULT RES - UNDER 12 UNITS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	284.00 ft	364.00 ft
Total Frontage: 284.00 ft		Average Depth: 364.00 ft

Legal Description

COM 358' N & 33' W OF INTER S LN SEC 12 & C/L N WASH ST TH W 231' N 6' W 133.7' N 279' E 364.21' S 284' TO POB PART OF SE 1/4 SE 1/4 SEC 12 T7N R2E

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/28/2023	\$1.00	QC	STATE OF MICHIGAN	SHIAWASSEE COUNTY LAND BANK AUTH.	13-GOVERNMENT	Not Available
04/02/2021	\$1.00	WD	VOIGHT, JERRY S TRUSTEE	STATE LAND BANK AUTHORITY	03-ARM'S LENGTH	Not Available
03/06/1996	\$75,000.00	WD	MID-MICHIGAN CONSTRUCTION, CORP.	VOIGHT, JERRY S. TRUST	03-ARM'S LENGTH	Not Available

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Table 1. Eligible Activities
Woodland Trails Washington Park
Shiawassee County Land Bank Authority
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

ELIGIBLE ACTIVITIES COST SUMMARY							
				Estimated Cost of Eligible Activity	County Costs	City Costs	Developer Costs
Eligible Infrastructure Improvement Activities				\$ 1,006,407	\$ 29,000	\$ 150,000	\$ 827,407
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				\$ 1,006,407	\$ 29,000	\$ 150,000	\$ 827,407
Total Environmental Eligible Activities				\$ 1,006,407	\$ 29,000	\$ 150,000	\$ 827,407
15% Contingency on Eligible Activities				\$ 150,961	\$ 4,350	\$ 22,500	\$ 124,111
Brownfield Plan Preparation				\$ 10,000	\$ 10,000	\$ -	\$ -
Brownfield Plan Implementation				\$ 10,000	\$ 10,000	\$ -	\$ -
Total Eligible Activities Cost with 15% Contingency				\$1,177,367	\$ 53,350	\$ 172,500	\$ 951,517
County BRA Administration Fee				\$ 175,604			
City BRA Administrative Fee				\$ 87,802			
Local Brownfield Revolving Fund (LBRF)				\$ 315,266			
Total Eligible Costs for Reimbursement				\$1,756,039	\$ 53,350	\$ 172,500	\$ 951,517

Table 1. Eligible Activities
Woodland Trails Washington Park
Shiawassee County Land Bank Authority
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

ELIGIBLE ACTIVITIES COST DETAIL							
	# of Units	Unit Type	Cost/ Unit	Est. Total Cost	County Costs	City Costs	Developer Costs
Eligible Infrastructure Improvement Activities							
Developer - Road, Sanitary & Storm							
Mobilization, Max 10%, (Road and Sanitary & Storm)	1	LSUM	\$27,400.00	\$ 27,400			Developer Costs
Dr Structure, Rem	1	Ea	\$500.00	\$ 500			Developer Costs
Sewer, Rem, Less than 24 inch	85	Ft	\$10.00	\$ 850			Developer Costs
Curb and Gutter, Rem	105	Ft	\$10.00	\$ 1,050			Developer Costs
Pavt, Rem	320	Syd	\$10.00	\$ 3,200			Developer Costs
Embankment, CIP	249	Cyd	\$15.00	\$ 3,735			Developer Costs
Excavation, Earth	155	Cyd	\$15.00	\$ 2,325			Developer Costs
Subgrade Undercutting, Type II	100	Cyd	\$40.00	\$ 4,000			Developer Costs
Erosion Control, Inlet Protection, Fabric Drop	11	Ea	\$110.00	\$ 1,210			Developer Costs
Subbase, CIP	22	Cyd	\$40.00	\$ 880			Developer Costs
Aggregate Base, LM, Modified	230	Cyd	\$40.00	\$ 9,200			Developer Costs
Aggregate Base, 6 inch, Modified	17	Syd	\$16.00	\$ 272			Developer Costs
Aggregate Base, 8 inch, Modified	170	Syd	\$18.00	\$ 3,060			Developer Costs
Aggregate Base, 9 inch, Modified	517	Syd	\$20.00	\$ 10,340			Developer Costs
HMA Base Crushing and Shaping, Modified	1,757	Syd	\$3.50	\$ 6,150			Developer Costs
Material, Surplus and Unsuitable, Rem, LM	100	Cyd	\$40.00	\$ 4,000			Developer Costs
Salv Crushed Material, LM	25	Cyd	\$30.00	\$ 750			Developer Costs
Asphalt Cement Stabilized Base, Modified	1,757	Syd	\$4.50	\$ 7,907			Developer Costs
Asphalt Cement Binder	2,811	Gal	\$4.50	\$ 12,650			Developer Costs
Trenching, Modified	14	Sta	\$400.00	\$ 5,600			Developer Costs
Maintenance Gravel	50	Ton	\$40.00	\$ 2,000			Developer Costs
Shoulder, CI I	41	Ton	\$40.00	\$ 1,640			Developer Costs
Sewer, SDR-26, 6 inch, Tr Det B, Modified	26	Ft	\$75.00	\$ 1,950			Developer Costs
Sewer, SDR-26, 8 inch, Tr Det B, Insulated, Modified	99	Ft	\$135.00	\$ 13,365			Developer Costs
Sewer, SDR-26, 10 inch, Tr Det B, Modified	116	Ft	\$85.00	\$ 9,860			Developer Costs
Sewer, SDR-26, 10 inch, Tr Det B, Insulated, Modified	218	Ft	\$140.00	\$ 30,520			Developer Costs
Sewer, SDR-26, 12 inch, Tr Det B, Modified	35	Ft	\$90.00	\$ 3,150			Developer Costs
Dr Structure Cover, Adj, Case 1	6	Ea	\$650.00	\$ 3,900			Developer Costs
Dr Structure, Adj, Add Depth	3	Ft	\$250.00	\$ 750			Developer Costs
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$850.00	\$ 1,700			Developer Costs
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	3	Ea	\$850.00	\$ 2,550			Developer Costs
Dr Structure, 36 inch dia, Modified	2	Ea	\$3,000.00	\$ 6,000			Developer Costs
Dr Structure, 48 inch dia, Modified	1	Ea	\$4,000.00	\$ 4,000			Developer Costs

Table 1. Eligible Activities
Woodland Trails Washington Park
Shiawassee County Land Bank Authority
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

ELIGIBLE ACTIVITIES COST DETAIL							
	# of Units	Unit Type	Cost/ Unit	Est. Total Cost	County Costs	City Costs	Developer Costs
Dr Structure, 48 inch dia, Sanitary, Modified	1	Ea	\$6,000.00	\$ 6,000			Developer Costs
Dr Structure, Tap, 10 inch	1	Ea	\$450.00	\$ 450			Developer Costs
Dr Structure, Tap, 12 inch	1	Ea	\$600.00	\$ 600			Developer Costs
HMA, 3E3	391	Ton	\$100.00	\$ 39,100			Developer Costs
HMA, 5E3	146	Ton	\$110.00	\$ 16,060			Developer Costs
HMA Approach	40	Ton	\$140.00	\$ 5,600			Developer Costs
Cement	2	Ton	\$250.00	\$ 500			Developer Costs
Driveway, Nonreinf Conc, 6 inch	104	Syd	\$70.00	\$ 7,280			Developer Costs
Driveway, Nonreinf Conc, 9 inch	66	Syd	\$90.00	\$ 5,940			Developer Costs
Curb and Gutter, Conc, Det F4, Modified	45	Ft	\$30.00	\$ 1,350			Developer Costs
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	3	Ea	\$150.00	\$ 450			Developer Costs
Lighted Arrow, Type C, Furn & Oper	2	Ea	\$500.00	\$ 1,000			Developer Costs
Minor Traf Devices, Max \$10,000	1	LSUM	\$10,000.00	\$ 10,000			Developer Costs
Plastic Drum, Fluorescent, Furn and Oper	25	Ea	\$25.00	\$ 625			Developer Costs
Sign, Type B, Temp, Prismatic, Furn and Oper	96	Sft	\$6.00	\$ 576			Developer Costs
Pedestrian Type II Barricade, Temp	2	Ea	\$150.00	\$ 300			Developer Costs
Turf Establishment, Performance	1,749	Syd	\$7.00	\$ 12,243			Developer Costs
Gate Box, Adj, Temp, Case 1	1	Ea	\$500.00	\$ 500			Developer Costs
Post, Mailbox	4	Ea	\$150.00	\$ 600			Developer Costs
Audio Visual Filming, Pre-construction	1	LSUM	\$2,750.00	\$ 2,750			Developer Costs
Audio Visual Filming, Post-construction	1	LSUM	\$2,750.00	\$ 2,750			Developer Costs
Washington Park Lift Station & Force Main	1	LSUM	\$223,000.00	\$ 223,000			Developer Costs
Developer - Water Main							
Mobilization, Max 10%, (Water Main)	1	LSUM	\$ 25,800	\$ 25,800			Developer Costs
Testing and Chlorination of Water Main	1	LSUM	\$ 5,500	\$ 5,500			Developer Costs
Connect to Ex. Water Main	3	Ea	\$ 3,300	\$ 9,900			Developer Costs
Water Main, C909 PVC, 6 inch, TB Detail G, Modified	226	Lf	\$ 85	\$ 19,210			Developer Costs
Water Main, C909 PVC, 8 inch, TB Detail G, Modified	980	Lf	\$ 100	\$ 98,000			Developer Costs
Water Main, C900 PVC, 8 inch, Bore	330	Lf	\$ 125	\$ 41,250			Developer Costs
Water Main, C909 PVC, 12 inch, TB Detail G, Modified	10	Lf	\$ 150	\$ 1,500			Developer Costs
Water Main, Rem	60	Lf	\$ 10	\$ 600			Developer Costs
Existing Valve with Valve Box Removal	1	Ea	\$ 300	\$ 300			Developer Costs
Gate Valve and Box, 6 inch, Modified	1	Ea	\$ 1,750	\$ 1,750			Developer Costs
Gate Valve and Box, 8 inch, Modified	3	Ea	\$ 2,500	\$ 7,500			Developer Costs
Fire Hydrant and Valve Assembly	5	Ea	\$ 6,600	\$ 33,000			Developer Costs

Table 1. Eligible Activities
Woodland Trails Washington Park
Shiawassee County Land Bank Authority
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

ELIGIBLE ACTIVITIES COST DETAIL							
	# of Units	Unit Type	Cost/ Unit	Est. Total Cost	County Costs	City Costs	Developer Costs
1 inch Copper Service Lead, Type "K", Modified	141	Ft	\$ 70	\$ 9,870			Developer Costs
Curb Box, Stop, 1 inch Corporation Stop Connection, Modified	17	Ea	\$ 1,300	\$ 22,100			Developer Costs
Sign, Type III, Rem	5	Ea	\$ 50	\$ 250			Developer Costs
Sign, Type III. Erect, Salv	5	Ea	\$ 60	\$ 300			Developer Costs
Turf Establishment, Performance	920	Syd	\$ 7	\$ 6,440			Developer Costs
Additional Developer Incurred Costs							
Woodland Trails - Soft Costs	1	LSUM	\$ 10,000	\$ 10,000			Developer Costs
Washington Park Soft Costs	1	LSUM	\$ 10,000	\$ 10,000			Developer Costs
Shiawassee County							
Land Bank Incurred Soft Costs	1	LSUM	\$ 29,000	\$ 29,000	County Costs		
City of Owosso Costs							
Chip our existing flow channel and install new	2	Ea	\$ 10,000	\$ 20,000		City Costs	
Remove and replace pipe	1	LSUM	\$ 100,000	\$ 100,000		City Costs	
Engineering Project Management	1	LSUM	\$ 25,000	\$ 30,000		City Costs	
<i>subtotal</i>				\$ 1,006,407			
Brownfield Plan & Act 381 Work Plan					County Costs	City Costs	Developer Costs
Brownfield Plan	1	LS	\$ 10,000	\$ 10,000	\$ 10,000.00		
Implementation	1	LS	\$ 10,000	\$ 10,000	\$ 10,000.00		
<i>subtotal</i>				\$ 20,000			

Table 2. Tax Increment Revenue Estimates

Woodland Trails Washington Park

Owosso, MI

AKT Peerless Project No. 17993f-5-25

As of March 6, 2024

Estimated TV Increase rate:		1.01	As of March 6, 2024														
		Phase 1	Phase 2	Phase 3	Final Phase												
		5/50 Rule															
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Calendar Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
Phase 1 Transfer (2 Parcels)		\$ 20,000	\$ 350,200	\$ 353,702	\$ 357,239	\$ 360,811	\$ 364,420	\$ 368,064	\$ 371,744	\$ 375,462	\$ 379,216	\$ 383,009	\$ 386,839	\$ 390,707	\$ 394,614	\$ 398,560	
Phase 2 Transfer (4 Parcels)		\$ -	\$ 40,000	\$ 700,400	\$ 707,404	\$ 714,478	\$ 721,623	\$ 728,839	\$ 736,127	\$ 743,489	\$ 750,924	\$ 758,433	\$ 766,017	\$ 773,677	\$ 781,414	\$ 789,228	
Phase 3 Transfer (4 Parcels)		\$ -	\$ -	\$ 40,000	\$ 700,400	\$ 707,404	\$ 714,478	\$ 721,623	\$ 728,839	\$ 736,127	\$ 743,489	\$ 750,924	\$ 758,433	\$ 766,017	\$ 773,677	\$ 781,414	
Phase 4 Transfer (4 Parcels)		\$ -	\$ -	\$ -	\$ 40,000	\$ 700,400	\$ 707,404	\$ 714,478	\$ 721,623	\$ 728,839	\$ 736,127	\$ 743,489	\$ 750,924	\$ 758,433	\$ 766,017	\$ 773,677	
Total TV Subject to 5-50		\$ 20,000	\$ 390,200	\$ 1,094,102	\$ 1,805,043	\$ 2,483,093	\$ 2,143,505	\$ 1,436,101	\$ 721,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total TV Subject to Brownfield		\$ 20,000	\$ 390,200	\$ 1,094,102	\$ 1,805,043	\$ 2,483,093	\$ 2,507,924	\$ 2,533,004	\$ 2,558,334	\$ 2,583,917	\$ 2,609,756	\$ 2,635,854	\$ 2,662,212	\$ 2,688,834	\$ 2,715,723	\$ 2,742,880	
Post-Dev TV (Developer Estimated)	Estimated New TV	\$ 20,000	\$ 390,200	\$ 1,094,102	\$ 1,805,043	\$ 2,483,093	\$ 2,507,924	\$ 2,533,004	\$ 2,558,334	\$ 2,583,917	\$ 2,609,756	\$ 2,635,854	\$ 2,662,212	\$ 2,688,834	\$ 2,715,723	\$ 2,742,880	
Incremental Difference (New TV - Initial TV)		\$ 20,000	\$ 390,200	\$ 1,094,102	\$ 1,805,043	\$ 2,483,093	\$ 2,507,924	\$ 2,533,004	\$ 2,558,334	\$ 2,583,917	\$ 2,609,756	\$ 2,635,854	\$ 2,662,212	\$ 2,688,834	\$ 2,715,723	\$ 2,742,880	
School Capture - Only During 5/50 Millage Rate																	
Total School Tax 5/50 Capture		\$ 60	\$ 1,171	\$ 3,282	\$ 5,415	\$ 7,449	\$ 12,861	\$ 8,617	\$ 4,330								
Local Capture	Millage Rate																
SHIA MCF	1.9679	Incremental	\$ 39	\$ 768	\$ 2,153	\$ 3,552	\$ 4,886	\$ 4,935	\$ 4,985	\$ 5,035	\$ 5,085	\$ 5,136	\$ 5,187	\$ 5,239	\$ 5,291	\$ 5,344	\$ 5,398
SENIOR SERV	0.4879	Incremental	\$ 10	\$ 190	\$ 534	\$ 881	\$ 1,212	\$ 1,224	\$ 1,236	\$ 1,248	\$ 1,261	\$ 1,273	\$ 1,286	\$ 1,299	\$ 1,312	\$ 1,325	\$ 1,338
VET PA214	0.1000	Incremental	\$ 2	\$ 39	\$ 109	\$ 181	\$ 248	\$ 251	\$ 253	\$ 256	\$ 258	\$ 261	\$ 264	\$ 266	\$ 269	\$ 272	\$ 274
VET SERV	0.1956	Incremental	\$ 4	\$ 76	\$ 214	\$ 353	\$ 486	\$ 491	\$ 495	\$ 500	\$ 505	\$ 510	\$ 516	\$ 521	\$ 526	\$ 531	\$ 537
MSU EXT	0.0739	Incremental	\$ 1	\$ 29	\$ 81	\$ 133	\$ 184	\$ 185	\$ 187	\$ 189	\$ 191	\$ 193	\$ 195	\$ 197	\$ 199	\$ 201	\$ 203
SRES	0.2384	Incremental	\$ 5	\$ 93	\$ 261	\$ 430	\$ 592	\$ 598	\$ 604	\$ 610	\$ 616	\$ 622	\$ 628	\$ 635	\$ 641	\$ 647	\$ 654
SRES SP ED	4.1260	Incremental	\$ 83	\$ 1,610	\$ 4,514	\$ 7,448	\$ 10,245	\$ 10,348	\$ 10,451	\$ 10,556	\$ 10,661	\$ 10,768	\$ 10,876	\$ 10,984	\$ 11,094	\$ 11,205	\$ 11,317
SRES CTE	1.0000	Incremental	\$ 20	\$ 390	\$ 1,094	\$ 1,805	\$ 2,483	\$ 2,508	\$ 2,533	\$ 2,558	\$ 2,584	\$ 2,610	\$ 2,636	\$ 2,662	\$ 2,689	\$ 2,716	\$ 2,743
LIBRARY	1.2500	Incremental	\$ 25	\$ 488	\$ 1,368	\$ 2,256	\$ 3,104	\$ 3,135	\$ 3,166	\$ 3,198	\$ 3,230	\$ 3,262	\$ 3,295	\$ 3,328	\$ 3,361	\$ 3,395	\$ 3,429
CITY OPERATING	12.6919	Incremental	\$ 254	\$ 4,952	\$ 13,886	\$ 22,909	\$ 31,515	\$ 31,830	\$ 32,149	\$ 32,470	\$ 32,795	\$ 33,123	\$ 33,454	\$ 33,789	\$ 34,126	\$ 34,468	\$ 34,812
PA 298	1.0000	Incremental	\$ 20	\$ 390	\$ 1,094	\$ 1,805	\$ 2,483	\$ 2,508	\$ 2,533	\$ 2,558	\$ 2,584	\$ 2,610	\$ 2,636	\$ 2,662	\$ 2,689	\$ 2,716	\$ 2,743
SATA	0.1500	Incremental	\$ 3	\$ 59	\$ 164	\$ 271	\$ 372	\$ 376	\$ 380	\$ 384	\$ 388	\$ 391	\$ 395	\$ 399	\$ 403	\$ 407	\$ 411
COUNTY OPERATING	5.4220	Incremental	\$ 108	\$ 2,116	\$ 5,932	\$ 9,787	\$ 13,463	\$ 13,598	\$ 13,734	\$ 13,871	\$ 14,010	\$ 14,150	\$ 14,292	\$ 14,435	\$ 14,579	\$ 14,725	\$ 14,872
Local Total	28.7036																
Total Local Tax Increment Revenue Capture		\$ 287	\$ 5,600	\$ 15,702	\$ 25,906	\$ 35,637	\$ 71,986	\$ 72,706	\$ 73,433	\$ 74,168	\$ 74,909	\$ 75,658	\$ 76,415	\$ 77,179	\$ 77,951	\$ 78,731	
Total Local Tax 5/50 Capture		\$ 287	\$ 5,600	\$ 15,702	\$ 25,906	\$ 35,637	\$ 30,763	\$ 20,611	\$ 10,357								
Non-Capturable Millages		Millage Rate															
SCHOOL DEBT	4.7300	New TV	\$ 95	\$ 1,846	\$ 5,175	\$ 8,538	\$ 11,745	\$ 11,862	\$ 11,981	\$ 12,101	\$ 12,222	\$ 12,344	\$ 12,468	\$ 12,592	\$ 12,718	\$ 12,845	\$ 12,974
CITY DEBT	2.6784	New TV	\$ 54	\$ 1,045	\$ 2,930	\$ 4,835	\$ 6,651	\$ 6,717	\$ 6,784	\$ 6,852	\$ 6,921	\$ 6,990	\$ 7,060	\$ 7,130	\$ 7,202	\$ 7,274	\$ 7,347
Total Non-Capturable Taxes		7.4084															
Total Debt Tax 5/50 Capture		\$ 74	\$ 1,445	\$ 4,053	\$ 6,686	\$ 9,198	\$ 7,940	\$ 5,320	\$ 2,673								
Total Annual 5/50 Capture Value		\$ 421	\$ 8,216	\$ 23,037	\$ 38,007	\$ 52,284	\$ 51,564	\$ 34,547	\$ 17,359								
Cumulative 5/50		\$ 421	\$ 8,637	\$ 31,675	\$ 69,682	\$ 121,966	\$ 173,530	\$ 208,077	\$ 225,436	Totals							
SLBA Annual Portion		\$ 211	\$ 4,108	\$ 11,519	\$ 19,003	\$ 26,142	\$ 25,782	\$ 17,273	\$ 8,680	\$ 112,718							
SCLBA Annual Portion		\$ 211	\$ 4,108	\$ 11,519	\$ 19,003	\$ 26,142	\$ 25,782	\$ 17,273	\$ 8,680	\$ 112,718							

Table 2. Tax Increment Revenue Estimates

Woodland Trails Washington Park

Owosso, MI

AKT Peerless Project No. 17993f-5-25

Estimated TV Increase rate:

As of March 6, 2024

Plan Year		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Calendar Year		2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Phase 1 Transfer (2 Parcels)		\$ 402,546	\$ 406,571	\$ 410,637	\$ 414,743	\$ 418,891	\$ 423,080	\$ 427,311	\$ 431,584	\$ 435,899	\$ 440,258	\$ 444,661	\$ 449,108	\$ 453,599	\$ 458,135	\$ 462,716
Phase 2 Transfer (4 Parcels)		\$ 797,121	\$ 805,092	\$ 813,143	\$ 821,274	\$ 829,487	\$ 837,782	\$ 846,160	\$ 854,621	\$ 863,167	\$ 871,799	\$ 880,517	\$ 889,322	\$ 898,215	\$ 907,198	\$ 916,269
Phase 3 Transfer (4 Parcels)		\$ 789,228	\$ 797,121	\$ 805,092	\$ 813,143	\$ 821,274	\$ 829,487	\$ 837,782	\$ 846,160	\$ 854,621	\$ 863,167	\$ 871,799	\$ 880,517	\$ 889,322	\$ 898,215	\$ 907,198
Phase 4 Transfer (4 Parcels)		\$ 781,414	\$ 789,228	\$ 797,121	\$ 805,092	\$ 813,143	\$ 821,274	\$ 829,487	\$ 837,782	\$ 846,160	\$ 854,621	\$ 863,167	\$ 871,799	\$ 880,517	\$ 889,322	\$ 898,215
Total TV Subject to 5-50		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total TV Subject to Brownfield		\$ 2,770,309	\$ 2,798,012	\$ 2,825,992	\$ 2,854,252	\$ 2,882,794	\$ 2,911,622	\$ 2,940,739	\$ 2,970,146	\$ 2,999,847	\$ 3,029,846	\$ 3,060,144	\$ 3,090,746	\$ 3,121,653	\$ 3,152,870	\$ 3,184,398
Post-Dev TV (Developer Estimated)	Estimated New TV	\$ 2,770,309	\$ 2,798,012	\$ 2,825,992	\$ 2,854,252	\$ 2,882,794	\$ 2,911,622	\$ 2,940,739	\$ 2,970,146	\$ 2,999,847	\$ 3,029,846	\$ 3,060,144	\$ 3,090,746	\$ 3,121,653	\$ 3,152,870	\$ 3,184,398
Incremental Difference (New TV - Initial TV)		\$ 2,770,309	\$ 2,798,012	\$ 2,825,992	\$ 2,854,252	\$ 2,882,794	\$ 2,911,622	\$ 2,940,739	\$ 2,970,146	\$ 2,999,847	\$ 3,029,846	\$ 3,060,144	\$ 3,090,746	\$ 3,121,653	\$ 3,152,870	\$ 3,184,398

School Capture - Only During 5/50 Millage Rate

Total School Tax 5/50 Capture																	
Local Capture	Millage Rate																
SHIA MCF	1.9679	Incremental	\$ 5,452	\$ 5,506	\$ 5,561	\$ 5,617	\$ 5,673	\$ 5,730	\$ 5,787	\$ 5,845	\$ 5,903	\$ 5,962	\$ 6,022	\$ 6,082	\$ 6,143	\$ 6,205	\$ 6,267
SENIOR SERV	0.4879	Incremental	\$ 1,352	\$ 1,365	\$ 1,379	\$ 1,393	\$ 1,407	\$ 1,421	\$ 1,435	\$ 1,449	\$ 1,464	\$ 1,478	\$ 1,493	\$ 1,508	\$ 1,523	\$ 1,538	\$ 1,554
VET PA214	0.1000	Incremental	\$ 277	\$ 280	\$ 283	\$ 285	\$ 288	\$ 291	\$ 294	\$ 297	\$ 300	\$ 303	\$ 306	\$ 309	\$ 312	\$ 315	\$ 318
VET SERV	0.1956	Incremental	\$ 542	\$ 547	\$ 553	\$ 558	\$ 564	\$ 570	\$ 575	\$ 581	\$ 587	\$ 593	\$ 599	\$ 605	\$ 611	\$ 617	\$ 623
MSU EXT	0.0739	Incremental	\$ 205	\$ 207	\$ 209	\$ 211	\$ 213	\$ 215	\$ 217	\$ 219	\$ 222	\$ 224	\$ 226	\$ 228	\$ 231	\$ 233	\$ 235
SRES D	0.2384	Incremental	\$ 660	\$ 667	\$ 674	\$ 680	\$ 687	\$ 694	\$ 701	\$ 708	\$ 715	\$ 722	\$ 730	\$ 737	\$ 744	\$ 752	\$ 759
SRES D SP ED	4.1260	Incremental	\$ 11,430	\$ 11,545	\$ 11,660	\$ 11,777	\$ 11,894	\$ 12,013	\$ 12,133	\$ 12,255	\$ 12,377	\$ 12,501	\$ 12,626	\$ 12,752	\$ 12,880	\$ 13,009	\$ 13,139
SRES D CTE	1.0000	Incremental	\$ 2,770	\$ 2,798	\$ 2,826	\$ 2,854	\$ 2,883	\$ 2,912	\$ 2,941	\$ 2,970	\$ 3,000	\$ 3,030	\$ 3,060	\$ 3,091	\$ 3,122	\$ 3,153	\$ 3,184
LIBRARY	1.2500	Incremental	\$ 3,463	\$ 3,498	\$ 3,532	\$ 3,568	\$ 3,603	\$ 3,640	\$ 3,676	\$ 3,713	\$ 3,750	\$ 3,787	\$ 3,825	\$ 3,863	\$ 3,902	\$ 3,941	\$ 3,980
CITY OPERATING	12.6919	Incremental	\$ 35,160	\$ 35,512	\$ 35,867	\$ 36,226	\$ 36,588	\$ 36,954	\$ 37,324	\$ 37,697	\$ 38,074	\$ 38,455	\$ 38,839	\$ 39,227	\$ 39,620	\$ 40,016	\$ 40,416
PA 298	1.0000	Incremental	\$ 2,770	\$ 2,798	\$ 2,826	\$ 2,854	\$ 2,883	\$ 2,912	\$ 2,941	\$ 2,970	\$ 3,000	\$ 3,030	\$ 3,060	\$ 3,091	\$ 3,122	\$ 3,153	\$ 3,184
SATA	0.1500	Incremental	\$ 416	\$ 420	\$ 424	\$ 428	\$ 432	\$ 437	\$ 441	\$ 446	\$ 450	\$ 454	\$ 459	\$ 464	\$ 468	\$ 473	\$ 478
COUNTY OPERATING	5.4220	Incremental	\$ 15,021	\$ 15,171	\$ 15,323	\$ 15,476	\$ 15,631	\$ 15,787	\$ 15,945	\$ 16,104	\$ 16,265	\$ 16,428	\$ 16,592	\$ 16,758	\$ 16,926	\$ 17,095	\$ 17,266
Local Total	28.7036																
Total Local Tax Increment Revenue Capture			\$ 79,518	\$ 80,313	\$ 81,116	\$ 81,927	\$ 82,747	\$ 83,574	\$ 84,410	\$ 85,254	\$ 86,106	\$ 86,967	\$ 87,837	\$ 88,716	\$ 89,603	\$ 90,499	\$ 91,404
Total Local Tax 5/50 Capture																	

Non-Capturable Millages		Millage Rate																														
SCHOOL DEBT	4.7300	New TV	\$	13,104	\$	13,235	\$	13,367	\$	13,501	\$	13,636	\$	13,772	\$	13,910	\$	14,049	\$	14,189	\$	14,331	\$	14,474	\$	14,619	\$	14,765	\$	14,913	\$	15,062
CITY DEBT	2.6784	New TV	\$	7,420	\$	7,494	\$	7,569	\$	7,645	\$	7,721	\$	7,798	\$	7,876	\$	7,955	\$	8,035	\$	8,115	\$	8,196	\$	8,278	\$	8,361	\$	8,445	\$	8,529
Total Non-Capturable Taxes		7.4084																														

Total Debt Tax 5/50 Capture																
-----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Total Annual 5/50 Capture Value		
Cumulative 5/50		
SLBA Annual Portion		
SCLBA Annual Portion		

Table 3. Reimbursement Allocation Schedule
Woodland Trails Washington Park
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

Developer Maximum Reimbursement	County & City Reimbursement	Developer Reimbursement	Total
County	\$ 53,350	\$ 951,517	\$ 1,004,867
City	\$ 172,500		\$ 172,500
TOTAL	\$ 225,850	\$ 951,517	\$ 1,177,367

Estimated Total Years of Plan: 26

5/50 Rule												
Plan Year	1	2	3	4	5	6	7	8	9	10	11	
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Incremental Revenue	\$ 287	\$ 5,600	\$ 15,702	\$ 25,906	\$ 35,637	\$ 71,986	\$ 72,706	\$ 73,433	\$ 74,168	\$ 74,909	\$ 75,658	
County BRA Administrative Fee (10%)	\$ 29	\$ 560	\$ 1,570	\$ 2,591	\$ 3,564	\$ 7,199	\$ 7,271	\$ 7,343	\$ 7,417	\$ 7,491	\$ 7,566	
City BRA Administrative Fee (5%)	\$ 14	\$ 280	\$ 785	\$ 1,295	\$ 1,782	\$ 3,599	\$ 3,635	\$ 3,672	\$ 3,708	\$ 3,745	\$ 3,783	
Local TIR Available for Reimbursement	\$ 244	\$ 4,760	\$ 13,347	\$ 22,020	\$ 30,291	\$ 61,188	\$ 61,800	\$ 62,418	\$ 63,043	\$ 63,673	\$ 64,310	
Total State & Local TIR Available	\$ 244	\$ 4,760	\$ 13,347	\$ 22,020	\$ 30,291	\$ 61,188	\$ 61,800	\$ 62,418	\$ 63,043	\$ 63,673	\$ 64,310	
DEVELOPER	Beginning Balance											
DEVELOPER Reimbursement Balance	\$ 1,177,367	\$ 1,177,123	\$ 1,172,363	\$ 1,159,016	\$ 1,136,997	\$ 1,106,705	\$ 1,045,517	\$ 983,716	\$ 921,298	\$ 858,256	\$ 794,583	\$ 730,273
COUNTY Reimbursement Balance	\$ 53,350	\$ 53,106	\$ 48,346	\$ 34,999	\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Activities Reimbursement	\$ 53,350	\$ 244	\$ 4,760	\$ 13,347	\$ 22,020	\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COUNTY TIR Reimbursement	\$ 244	\$ 4,760	\$ 13,347	\$ 22,020	\$ 12,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY Reimbursement Balance	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 172,500	\$ 155,188	\$ 93,999	\$ 32,199	\$ -	\$ -	\$ -	\$ -
Eligible Activities Reimbursement	\$ 172,500	\$ -	\$ -	\$ -	\$ -	\$ 17,312	\$ 61,188	\$ 61,800	\$ 32,199	\$ -	\$ -	\$ -
Total CITY TIR Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,312	\$ 61,188	\$ 61,800	\$ 32,199	\$ -	\$ -	\$ -
DEVELOPER Reimbursement Balance	\$ 951,517	\$ 951,517	\$ 951,517	\$ 951,517	\$ 951,517	\$ 951,517	\$ 951,517	\$ 951,517	\$ 921,298	\$ 858,256	\$ 794,583	\$ 730,273
Eligible Activities Reimbursement	\$ 951,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,219	\$ 63,043	\$ 63,673	\$ 64,310
Total DEVELOPER TIR Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,219	\$ 63,043	\$ 63,673	\$ 64,310
Total Annual Developer Reimbursement	\$ 244	\$ 4,760	\$ 13,347	\$ 22,020	\$ 30,291	\$ 61,188	\$ 61,800	\$ 62,418	\$ 63,043	\$ 63,673	\$ 64,310	
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	
LBRF Deposits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOCAL	no maximum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Table 3. Reimbursement Allocation Schedule
Woodland Trails Washington Park
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

Estimated Capture	
County Administrative Fees	\$ 175,604
City Administrative Fees	\$ 87,802
LBRF	\$ 315,266

Plan Year	12	13	14	15	16	17	18	19	20	21	22
Calendar Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ 76,415	\$ 77,179	\$ 77,951	\$ 78,731	\$ 79,518	\$ 80,313	\$ 81,116	\$ 81,927	\$ 82,747	\$ 83,574	\$ 84,410
County BRA Administrative Fee (10%)	\$ 7,642	\$ 7,718	\$ 7,795	\$ 7,873	\$ 7,952	\$ 8,031	\$ 8,112	\$ 8,193	\$ 8,275	\$ 8,357	\$ 8,441
City BRA Administrative Fee (5%)	\$ 3,821	\$ 3,859	\$ 3,898	\$ 3,937	\$ 3,976	\$ 4,016	\$ 4,056	\$ 4,096	\$ 4,137	\$ 4,179	\$ 4,220
Local TIR Available for Reimbursement	\$ 64,953	\$ 65,602	\$ 66,258	\$ 66,921	\$ 67,590	\$ 68,266	\$ 68,949	\$ 69,638	\$ 70,335	\$ 71,038	\$ 71,748

Total State & Local TIR Available	\$ 64,953	\$ 65,602	\$ 66,258	\$ 66,921	\$ 67,590	\$ 68,266	\$ 68,949	\$ 69,638	\$ 70,335	\$ 71,038	\$ 71,748
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DEVELOPER		Beginning Balance											
DEVELOPER Reimbursement Balance		\$ 1,177,367	\$ 665,320	\$ 599,718	\$ 533,459	\$ 466,538	\$ 398,948	\$ 330,682	\$ 261,733	\$ 192,095	\$ 121,761	\$ 50,723	\$ (0)
COUNTY Reimbursement Balance		\$ 53,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Activities Reimbursement		\$ 53,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COUNTY TIR Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CITY Reimbursement Balance		\$ 172,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Eligible Activities Reimbursement		\$ 172,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total CITY TIR Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEVELOPER Reimbursement Balance		\$ 951,517	\$ 665,320	\$ 599,718	\$ 533,459	\$ 466,538	\$ 398,948	\$ 330,682	\$ 261,733	\$ 192,095	\$ 121,761	\$ 50,723	\$ (0)
Eligible Activities Reimbursement		\$ 951,517	\$ 64,953	\$ 65,602	\$ 66,258	\$ 66,921	\$ 67,590	\$ 68,266	\$ 68,949	\$ 69,638	\$ 70,335	\$ 71,038	\$ 50,723
Total DEVELOPER TIR Reimbursement			\$ 64,953	\$ 65,602	\$ 66,258	\$ 66,921	\$ 67,590	\$ 68,266	\$ 68,949	\$ 69,638	\$ 70,335	\$ 71,038	\$ 50,723
Total Annual Developer Reimbursement			\$ 64,953	\$ 65,602	\$ 66,258	\$ 66,921	\$ 67,590	\$ 68,266	\$ 68,949	\$ 69,638	\$ 70,335	\$ 71,038	\$ 50,723

LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	2
LBRF Deposits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,026
LOCAL	no maximum	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,026

Table 3. Reimbursement Allocation Schedule
Woodland Trails Washington Park
Owosso, MI
AKT Peerless Project No. 17993f-5-25
As of March 6, 2024

		End Plan				
Plan Year		23	24	25	26	TOTAL
Calendar Year		2047	2048	2049	2050	
State TIR Available for Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue		\$ 85,254	\$ 86,106	\$ 86,967	\$ 87,837	\$ 1,325,464
County BRA Administrative Fee (10%)		\$ 8,525	\$ 8,611	\$ 8,697	\$ 8,784	\$ 175,604
City BRA Administrative Fee (5%)		\$ 4,263	\$ 4,305	\$ 4,348	\$ 4,392	\$ 87,802
Local TIR Available for Reimbursement		\$ 72,466	\$ 73,190	\$ 73,922	\$ 74,662	\$ 1,126,645
Total State & Local TIR Available		\$ 72,466	\$ 73,190	\$ 73,922	\$ 74,662	\$ 1,126,645
DEVELOPER	Beginning Balance					
DEVELOPER Reimbursement Balance	\$ 1,177,367	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
COUNTY Reimbursement Balance	\$ 53,350	\$ -	\$ -	\$ -	\$ -	
Eligible Activities Reimbursement	\$ 53,350	\$ -	\$ -	\$ -	\$ -	\$ 53,350
Total COUNTY TIR Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ 53,350
CITY Reimbursement Balance	\$ 172,500	\$ -	\$ -	\$ -	\$ -	
Eligible Activities Reimbursement	\$ 172,500	\$ -	\$ -	\$ -	\$ -	\$ 172,500
Total CITY TIR Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ 172,500
DEVELOPER Reimbursement Balance	\$ 951,517	\$ (0)	\$ (0)	\$ (0)	\$ (0)	
Eligible Activities Reimbursement	\$ 951,517	\$ -	\$ -	\$ -	\$ -	\$ 951,517
Total DEVELOPER TIR Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ 951,517
Total Annual Developer Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ 1,177,367
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	2	3	4	5	
LBRF Deposits		\$ 72,466	\$ 73,190	\$ 73,922	\$ 74,662	\$ -
LOCAL	no maximum	\$ 72,466	\$ 73,190	\$ 73,922	\$ 74,662	



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

MEMORANDUM

DATE: March 12, 2024

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

FROM: Michael Dowler, Assessor

RE: Obsolete Property Rehabilitation Exemption Certificate – 300 W. Main Street

The city clerk has received an application for tax abatement as required under the city's abatement policy on March 11, 2024. The request specifically asks for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate).

The OPRA abatement, governed by Public Act 146 of 2000, is a tax abatement which freezes the existing taxable value on a designated facility prior to rehabilitation for up to 12 years. The rehabilitated facility value will not be fully taxable until the abatement is no longer in place. The proposed project is to renovate the 2-story 7,000 square foot building with two apartment residences, real estate office, and restaurant space. This will increase downtown private residence availability and small business space. The estimated cost for this redevelopment is \$1,200,000.

The council approved an Obsolete Property Rehabilitation District for this property on April 18, 2016. With the district already in place the city council is set to schedule a public hearing to consider the application for tax exemption.

It is recommended by staff that the city council set a public hearing for April 15, 2024, for input from the public both within and out of the district. The city clerk will send notice to all taxing jurisdictions as required by the statute and the city's tax abatement policy.

MASTER PLAN GOALS: 1.19, 3.20, 5.13

RESOLUTION NO.

**SETTING A PUBLIC HEARING TO CONSIDER APPLICATION FOR
AN OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FOR THE PROPERTY COMMONLY KNOWN AS 300 W. MAIN STREET**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on March 11, 2024 from Shook Riverside Development LLC; and

WHEREAS, the City of Owosso approved a request to establish an Obsolete Property Rehabilitation District on April 18, 2016 for the property described as:

**PART OF ORIGINAL PLAT DESCRIBED AS; SOUTH 1/2 BLOCK 24 & SOUTH 10' OF NORTH 1/2
BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER
AND SAID DESCRIPTION**

WHEREAS, a public hearing must be held and it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the City of Owosso, as well as local and regional economy.

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 April 15, 2024 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.
- SECOND: the city clerk gives the notifications as required by law.
- THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and report findings at the hearing.



MAR 11 2024

RECEIVED

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

APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) Shook Riverside Development LLC

Business Name (If Different) _____

Address of Proposed Project 300-312 W. Main St
OWOSSO, MI 48867

Mailing Address (If Different) 5115 Colby Rd
OWOSSO, MI 48867

Do you own the property? Yes If no, what is your relationship? _____

Type of Abatement Requested (if known) OPRA

Total square footage of all current buildings on site 7000

Description of proposed project including type of current business activity and product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product.

Complete rehab of 7000 interior square feet to be
leased to real estate brokerage (2500 sqft), 2 apartments
(2-bed + 1 bed), and future restaurant space (2200 sqft).
Parking lot, infrastructure, landscape renovation,
plus extensive facade restoration, windows, brick,
doors, etc. - Obsolete property being restored to premier
riverfront real estate.

Give estimated cost of the following components applicable for the proposed project:

Land improvements (excluding land): 200,000

Building improvements: Size 7000 sf \$ 1,000,000

Machinery & Equipment: _____

Furniture & Fixtures: _____

Time schedule for start and completion of construction and equipment installation (if applicable):

Building:

Start Date 1/22/2024

Completion Date 1/1/2026

Equipment installation (if applicable):

Start Date _____

Completion Date _____

MAR 11 2024

RECEIVED

Abatement Application

Page 2

Will project be owned or leased by applicant? owned

Will machinery be owned or leased by applicant? _____

How many employees do you currently employ? Full Time 0 Part Time _____

0 by the owner entity -

How many new employees do you estimate after project complete? Full Time _____

It will be leased to businesses w/ approximately 10-25 employees. Part Time _____

When project is complete, how many will be:

Management/Professional 10-15 Wage level \$ 40,000 - \$200,000/yr

Skilled _____ Wage level \$ _____

Semi-Skilled _____ Wage level \$ _____

Un-Skilled _____ Wage level \$ _____

leased to companies

Name of Company Officer (contact person) Kori Shook

Title owner

Signature [Signature] Date 3/10/2024

Phone Number 989-277-3295

For City Staff Use Only

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. _____

If yes, type of district in place _____ Year established _____

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain _____

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer _____

Signature _____ Date _____

Shook OPRA Application

ABATEMENT SCHEDULE

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

Capital Investment \$0 to \$120,000 \$120,001 to \$300,000 \$300,001 to \$600,000 \$600,001 to \$1,350,000 \$1,350,001 to \$3,000,000 \$3,000,001 to \$6,000,000 \$6,000,001 +	Years of Tax Abatement 1 2 3 4 5 6 7	Rehabilitate or Restore a building within Historic District? Additional 2 years in any capital investment
New Job Creation (as FTE – 40 hrs/week) 1-10 11-25 26-50 51 +	Years of Tax Abatement 2 3 4 5	15
New Job Wages (calculation based on MI min wage) Average Wage > 1.5x min wage Average Wage > 2.5x min wage Average Wage > 3x min wage	Years of Tax Abatement 1 2 3	\$40K to \$200K annual
Number of years located in City of Owosso 2-10 11-25 26 +	Years of Tax Abatement 1 2 3	K. Shook real estate office
New employees with City of Owosso residency 1-10 11-25 26 +	Years of Tax Abatement 1 2 3	N/A
New housing units created in City of Owosso 1-5 6-10 11-25 25+	Years of Tax Abatement 1 2 3 4	2

*Note: Construction already begun.

12 years

Natasha K
13-25-24

MAR 11 2024

Michigan Department of Treasury
3674 (Rev. 12-20)**Application for Obsolete Property Rehabilitation Exemption Certificate****RECEIVED**

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

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

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

Applicant (Company) Name (applicant must be the OWNER of the facility) Shook Riverside Development LLC			
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 5115 Colby Rd Owosso, MI 48867			
Location of obsolete facility (Number and Street, City, State, ZIP Code) 300-312 W. Main St Owosso, MI 48867			
City, Township, Village (indicate which) City of Owosso		County Shiawassee	
Date of Commencement of Rehabilitation (mm/dd/yyyy) 1/22/2024	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 1/1/2026	School District where facility is located (include school code) Owosso	
Estimated Cost of Rehabilitation \$1,200,000.00		Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.			
Expected Project Outcomes (Check all that apply)			
<input checked="" type="checkbox"/> Increase commercial activity		<input checked="" type="checkbox"/> Retain employment	
<input checked="" type="checkbox"/> Create employment		<input type="checkbox"/> Prevent a loss of employment	
		<input checked="" type="checkbox"/> Revitalize urban areas	
		<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated	
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. 15			
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.			

APPLICANT CERTIFICATION

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

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

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

Name of Company Officer (No authorized agents) Kori Shook	Telephone Number (989) 277-3295	Fax Number
Mailing Address 5115 Colby Rd Owosso, MI 48867	E-mail Address kori@korishook.com	
Signature of Company Officer (no authorized agents) 	Title Owner, managing member	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

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

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

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established

4-18-2016 Res 32-2016

LUCI Code

School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

\$

15,349

Building State Equalized Value

\$

21,000

Name of Government Unit

City of Owosso

Date of Action Application

4-15-2024

Date of Statement of Obsolescence

1-16-2024

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

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

3/27/2024

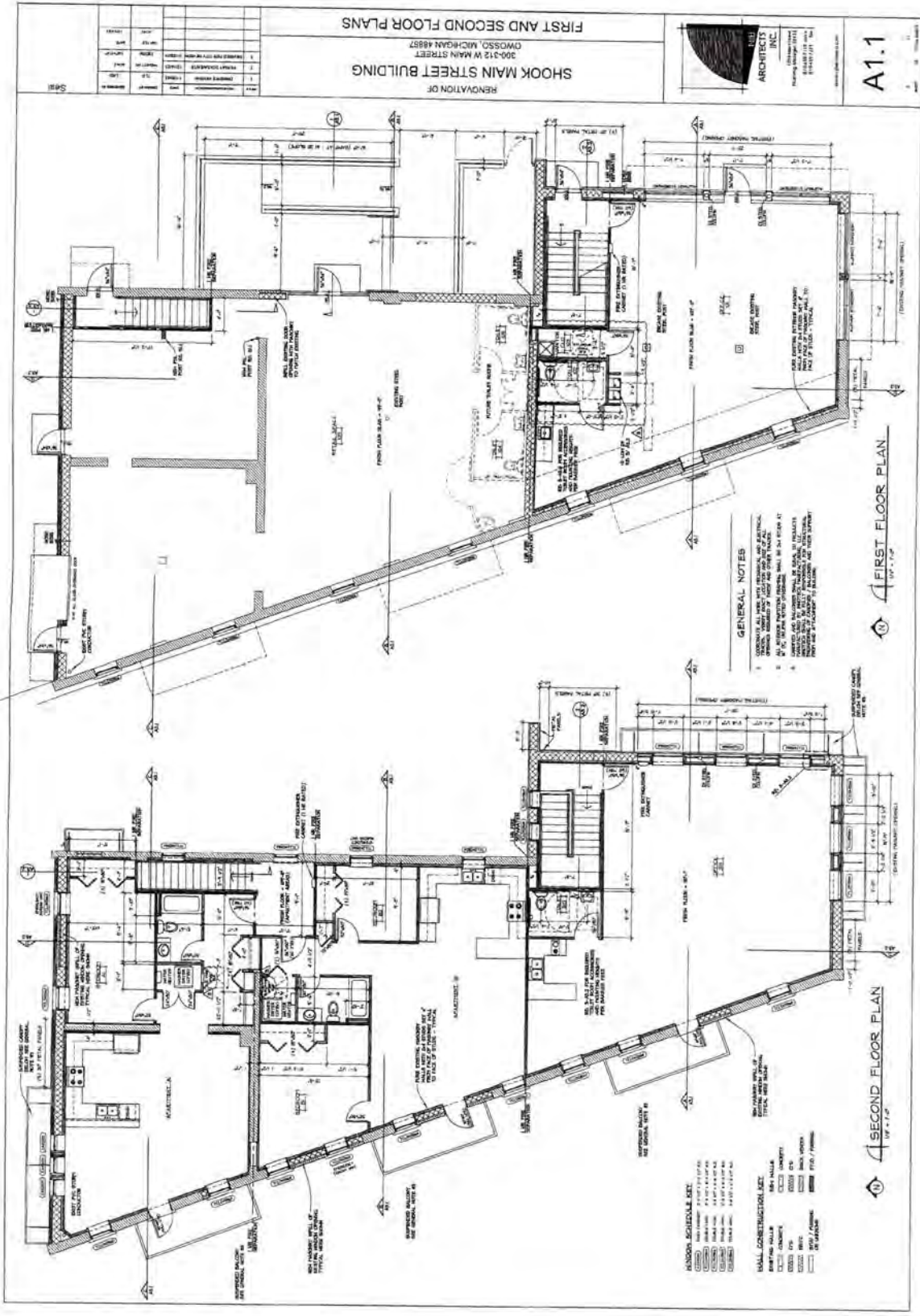
To be attached to and in regards to OPRA Application - 300 W. Main St -
Shook Riverside Development to address 2d

To City Council:

This project is not at all financially feasible without the OPRA certificate. We are pushing forward, counting on this tax abatement to assist in making the project possible. Without it, the project will come to a halt. We need the city's support to ensure the project can be completed at all, and certainly in a timely manner. Our first phase is to secure and restore the blighted site and exterior and in order to keep moving on to complete the project within a 2 year period we need the OPRA certificate. Otherwise, the project will have to stop and go back on hold indefinitely.

We are looking forward to working with the city in the rehabilitation of this project with the approval of the OPRA Certificate and appreciate the council's support as we work together for community progress.

Respectfully,
Kori and Josh Shook
Shook Riverside Development





MEMORANDUM

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

DATE: April 1, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Annual Michigan Department of Transportation Street Inventory and Mileage Certification

RECOMMENDATION

Approval of resolution to remove Division Street within the Huron & Eastern railroad right-of-way between Monroe Street and Corunna Avenue from the Michigan Department of Transportation (MDOT) local street inventory.

BACKGROUND

Each year the Michigan Department of Transportation (MDOT) requests street inventory validation from municipalities for Act-51 funding distribution purposes. Division Street within the Huron & Eastern railroad right-of-way between Monroe Street and Corunna Avenue has been closed since 1974, but never formally submitted to MDOT for removal from the local street inventory. To complete the process for removal from inventory, a resolution must be prepared for submission to MDOT.

FISCAL IMPACTS

Act-51 maintenance funds received from the State of Michigan will be slightly reduced for local streets.

Attachments: (1) Resolution
(2) Map
(3) 6/3/1974 City Council Meeting Minutes

MASTER PLAN IMPLEMENTATION GOALS:

RESOLUTION NO.

**AUTHORIZING THE DECERTIFICATION/VACATION
OF A PORTION OF DIVISION STREET
FOR THE PURPOSE OF UPDATING THE LOCAL STREET INVENTORY
UNDER PUBLIC ACT 51 OF 1951**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, did on June 3, 1974 close Division Street within the railroad right-of-way between Monroe Street and Corunna Avenue; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to remove this street from the local street inventory as required under Act 51, P.A. 1951 as amended.

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

FIRST: a 108.66' portion of Division Street within the railroad right-of-way between Monroe Street and Corunna Avenue is hereby decertified/vacated from the MDOT local street inventory.

OWOSSO CITY COUNCIL
 June 3, 1974 Regular Meeting 7:30 P.M.
 City Hall

OPENING PRAYER: Dr. Ed Bunnell, John Wesley College
 PRESIDING OFFICER: Mayor Leon Montague

PRESENT: His Honor Mayor Montague, Councilmen Collamer,
 Dvorak, Hood, Seats, Hathaway, Councilwoman Teich

ABSENT: None

Motion by Councilman Dvorak, supported by Councilman Collamer that the minutes of May 20, 1974 be approved as submitted by unanimous vote.

COMMUNICATIONS

114-23 ✓

1. SHIAWASSEE COUNCIL ON AGING - Request the opportunity to present the project of a Senior Citizens Center. Councilwoman Teich explained the project and needs of senior citizens through the use of a center.

Motion by Councilwoman Teich that the City Council go on record approving a fund raising drive to raise funds to purchase the property at 119 Hoyt Street for the purpose of a Senior Citizen Center and the Council consider on a limited basis allocation of monies for the purchase of recreational equipment for the Center. Motion supported by Councilman Hood and concurred in by unanimous vote.

115-23

2. SHIAWASSEE COUNTY HEALTH DEPT. - Water Service Request to Fred Sterba, 1926 Owosso Ave.

Motion by Councilman Dvorak to advise the staff to accomodate the request for a water service. Motion supported by Councilman Hood and concurred in by unanimous vote.

116-23 ✓

3. PLANNING COMMISSION - Tentative approval of Preliminary Plat of Southeast Owosso Industrial Park dated March, 1974 by resolution by the City Planning Commission meeting held on May 28, 1974. Motion by Councilman Dvorak to approve the tentative Preliminary Plat as presented by the Planning Commission to the Council of the Industrial Site. Motion supported by Councilman Seats and concurred in by unanimous vote.
4. Mrs. Robert Coon - Regarding the "Old Country Festival" in July, beer will be available in the public parking lot for this family type entertainment. After discussion with Mr. Miner of the River Improvement Association, Councilman Dvorak moved that the City Council, City Manager, Chief of Police and representatives of the Festival have a noon meeting to discuss the matter fully in order to resolve the matter. Motion supported by Councilman Collamer and concurred in by unanimous vote.

DEPARTMENTAL REPORTS

Motion by Councilman Dvorak that the reports of the Public Services, Fire Dept., Mid-County Ambulances, Building Inspector, Financial Statements be accepted as submitted. Motion supported by Councilwoman Teich and concurred in by unanimous vote.

117-23 ✓

PLANNED USE REPORT - REVENUE SHARING

The Proposed Planned Use Report, July 1, 1974 - June 30, 1975 was presented to the Council by the City Manager. Motion by Councilman Collamer to approve the Planned Use Report as presented. Motion supported by Councilwoman Teich and concurred in by unanimous vote.

PUBLIC HEARING - REZONING 150 Wesley Drive OS1 to RMI
118-23

Planning Commission recommended the rezoning. Mid-Michigan Construction Company requested a delay of the decision on the rezoning of 150 Wesley Drive.

The hearing was opened to the Public and after discussion by the Council motion by Councilman Dvorak that the Public Hearing be adjourned to the regular meeting of July 1, 1974. Motion supported by Councilman Hood and concurred in by unanimous vote. ✓✓

PUBLIC HEARING - REZONING - 1014 to 1110 Beehler from
119-23 R-1 to RM-2

Planning Commission recommended against the rezoning. Mr. Don McCarthy requested the rezoning be withdrawn.

WHEREAS, the City Council after due and legal notice has met and heard all persons to be affected by the rezoning, motion by Councilman Dvorak that the rezoning be denied. Motion supported by Councilman Hathaway and concurred in by unanimous vote. ✓

CITIZENS APPEARING BEFORE THE COUNCIL
120-23

Mrs. Norma Wheeker, representing the Humane Society of Hibbard Road that they are interested in approximately 2 ¼ acres of City-owned land adjacent to Rosevear Park for a new animal shelter. Motion by Councilman Seats that this subject be referred to the City Manager and staff for their evaluations and possible alternatives and comments. Motion supported by Councilwoman Teich and concurred in by unanimous vote.

121-23 ✓
Arla Maloney requested permission to start a car service for only Senior Citizens. City Attorney, Lewis Benson ruled that this would come under Taxi-Cab operation and it would be necessary for Miss Maloney to make application to the City Clerk and then it would have to be presented to the Council for their approval.

Mayor Montague called for a recess at 9:30 P.M.

PETITION - John Wesley College to construct Curb and
Gutter and Surfacing 121-23

The following preamble and resolution were offered by Councilman Seats and supported by Councilman Dvorak:

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

Concrete Curb and Gutter and Surfacing on
South St. between Shiawassee St. and
Palmer Street.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvements is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof, an estimate of the life 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 special assessment and what part, if any, should be paid by the City at large.
2. The City Manager shall present said report to the City Council when the same has been prepared.

AYES: Councilmen Collamer, Dvorak, Hood, Seats, Hathaway, Councilwoman Teich, Mayor Montague

NAYS: None

RESOLUTION DECLARED ADOPTED.

City Clerk

BIDS, QUOTATIONS AND PURCHASES

REFUSE SERVICE BIDS

Motion by Councilman Seats that this continue on old business and the staff verify the quantity of receptacles. Motion died for lack of a second.

122-23

Motion by Councilman Collamer supported by Councilman Dvorak to award to the low bidder, Owosso Refuse, for the Refuse Service collections for the following:

125 Trash receptacles on City Streets	\$2,405.00 a year
60 Trash cans in City Parks	932.40 a year
6 Load-All containers	1,512.00 a year
25 Trash cans in City Parking Lots	962.00 a year
	<u>\$5,811.40 a year</u>

The cost be adjusted after verification of the number of cans.

AYES: Councilmen Collamer, Dvorak, Seats, Hathaway, Councilwoman Teich, Mayor Montague

NAYS: Councilman Hood

CATCH BASIN CURB INLET AND CAST IRON MANHOLD FRAME WITH SOLID LID BIDS

123-23

Motion by Councilman Seats to award to the low bidder, Neenah Foundry in the amount of \$3,660.00 for 20 catch basin curb inlet and 20 cast iron manholes frames with solid lids. Motion supported by Councilman Collamer and concurred in by unanimous vote.

124-23

TRUCK MOUNTED WITH 16 YARD CATCH BASIN CLEANER

Motion by Councilman Collamer to award to the low bidder, Krueger Machinery in the amount of \$43,806.00. Request the Purchasing and Engineering Departments investigate the feasibility of a lump sum payment in lieu of Lease Purchase Agreement and report back to the Council the savings. Motion supported by Councilman Seats and concurred in by unanimous vote.

LETTER OF INTENT FOR CHESTNUT ST. RECONSTRUCTION -
Urban Program

124-23

Motion by Councilman Seats to authorize a Letter of Intent for Chestnut Street Reconstruction to be under construction by July 1, 1975. Motion supported by Councilman Collamer and concurred in by unanimous vote.

SIGNAL AT CORUNNA AVENUE AND WASHINGTON ST.

125-23

Motion by Councilman Dvorak to approve city participation in the cost of installation by the Michigan Department of State Highways of a traffic signal at Corunna Avenue and Washington Street and further that the railroad crossing at Division Street be closed. Motion supported by Councilman Hathaway and concurred in by unanimous vote.

AUTHORIZE STATE TRUNK LINE MAINTENANCE CONTRACT

126-23

Councilman Collamer offered the following resolution and moved for its adoption:

BE IT RESOLVED THAT the Municipal Maintenance Contract between the MICHIGAN STATE HIGHWAY COMMISSION and the City of Owosso for the period July 1, 1974 to June 30, 1975, is hereby accepted and Kenneth Apsey is designated as Maintenance Superintendent on sections of State Trunk Line Highways as shown on the Municipal Route Section Map and Budget Sheets.

The following City official, Florence Kohls, City Clerk is authorized to sign the said maintenance contract.

Motion supported by Councilman Dvorak.

AYES: Councilmen Collamer, Dvorak, Hood, Seats, Hathaway, Councilwoman Teich, Mayor Montague

NAYS: None

ELECTRICAL CODE FOR UPDATE

Moved by Councilman Collamer supported by Councilman Dvorak to put the Electrical Code on first reading and set a Public Hearing for June 17, 1974. Motion carried unanimously.

127-23

Motion by Councilman Collamer to authorize eight (8) antique cars to be parked at Christian's, Friday night and Saturday, June 14 and 15. Motion supported by Councilman Hood and concurred in by unanimous vote.

128-23

Motion by Councilman Collamer to authorize

APPRECIATION OUTSTANDING SERVICE AWARD

to

MRS. ROBERT HERRYGERS for

saving the life of a pre-school child by plunging heroically into an icy swimming pool and successfully carrying the child to the pool deck; and then administering mouth to mouth resuscitation restoring normal breathing and life to the child. Motion supported by Councilwoman Teich and concurred in by unanimous vote.

CURWOOD CASTLE DRIVE - Name Change

129-23

Motion by Councilman Collamer to adopt the following resolution:

BE IT RESOLVED, to change John St. and first block of River St. to Curwood Castle Drive from Main St. to Shiawassee St. Effective immediately.

Motion supported by Councilwoman Teich and concurred in by unanimous vote.

130-23

Motion by Councilman Seats the parcel of property (Schultz) not be leased for this year. Motion supported by Councilman Hathaway.

AYES: Councilmen Collamer, Dvorak, Seats, Hathaway, Councilwoman Teich

NAYS: Councilman Hood

Motion by Councilman Seats offered the following resolution for adoption:

131-23

SCARLETT RESOLUTION

WHEREAS, the functioning ability of Mid-County Ambulance was seriously crippled by a recent accident in which one of the three ambulance vehicles was damaged beyond repair and

WHEREAS, replacement of this vehicle will not be immediately possible, leaving Mid-County Ambulance with only one reliable vehicle and one obsolete vehicle until its replacement is received and

WHEREAS, William A. Scarlett has made available to the Mid-County Ambulance a vehicle which can be used for emergency service without charge until the Mid-County Ambulance fleet is again complete and

WHEREAS, this gesture represents a considerable saving to the people of this community due to the extremely high cost of rental ambulances;

THEREFORE, this Council does officially and gratefully acknowledge this contribution to the citizens of Owosso by Mr. Scarlett and thank him for his public spirit.

Motion supported by Councilman Hood and concurred in by unanimous vote.

Motion by Councilman Hathaway the meeting be adjourned (11:00 P.M.), supported by Councilman Hood and concurred in by unanimous vote.

Leon A. Montague, Mayor.

Florence Kohls, City Clerk

This is a detailed plat map of a portion of the City of Corunna, Michigan. The map shows several streets, including Corunna Ave. running diagonally from the top left to the bottom right, and a vertical street labeled 'DIVIS ST.' running through the center. A red circle highlights a specific area where a new lot is being created, with a label 'CLOSED 6-3-1974' indicating a previous closure. The map shows various lot numbers (e.g., 1, 2, 3, 4, 9, 10, 11, 12) and dimensions (e.g., 100', 66', 33', 114'). The text 'CITY OF CORUNNA, MICHIGAN' is visible in the top right corner.



MEMORANDUM

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

DATE: March 27, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: MSHDA Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) Grant and Bids

RECOMMENDATION:

Approve City administration of the MI-HOPE Grant to eligible City residents for an additional \$160,000 for energy efficiency improvements. In addition, recommend Council approval of a contract with Merkel and Kenney, Inc. to complete said grant projects.

BACKGROUND:

The City was awarded the MI-HOPE Grant for \$105,000 in the Spring of 2023. Since then additional funds became available and awarded to the City. Total grant award is now \$265,000 (\$250,000 towards home improvement efficiency projects and \$15,000 for administrative costs). A City match is not required.

Eleven (11) homeowners were selected from the MSHDA online application portal.

Bids were solicited for the collective group of projects. Two (2) bids were received on March 19, 2024.

- Merkel and Kenney, Inc. of Owosso, MI for \$192,341
- KimGroup LLC of Holland, MI for \$190,370

Merkel & Kenney, Inc. is a local company in Shiawassee County. While their physical business location is no longer inside the city limits, they are still in Shiawassee County. MSHDA and the MI-HOPE Program do not require the lowest bid, just the most logical/acceptable bid.

The grant funds remaining will further be allocated to home improvement projects in a future bidding process as this grant project is expected to continue through 2025.

FISCAL IMPACTS:

Minimal impact on the budget as the City will be reimbursed for the time spent on this grant. We will track the time for the building official, trades inspectors and code enforcement (for their assistance in the fieldwork) and my time spent on the program. In addition, the MI-HOPE grant funds will be paid to Merkel & Kenney, Inc. via the City of Owosso.

Attachments: (1) Resolution
(2) Bid Tab

RESOLUTION NO.

**APPROVING ACCEPTANCE OF ADDITIONAL FUNDS RECEIVED FROM
THE MICHIGAN HOUSING OPPORTUNITIES PROMOTING ENERGY EFFICIENCY (MI-HOPE)
GRANT #ARP-2023-27-MIH**

WHEREAS, the City of Owosso applied for and received a MI-HOPE Grant totaling \$105,000 to assist property owners in funding energy efficiency improvements, such as window replacement, HVAC replacement, and appliance upgrades; and

WHEREAS, the City of Owosso further applied for another phase of the grant and received an additional \$160,000 (total grant of \$265,000 = \$250,000 for home improvement projects and \$15,000 for administrative costs); and

WHEREAS, the beneficiaries of this grant include eleven (11) residents in the community that experienced a Qualified Financial Hardship associated with the coronavirus pandemic; and

WHEREAS, the City of Owosso will not be required to match any grant dollars, but will serve to administer the grant, be a pass-through entity for grant funds, and abide by the terms and conditions set forth in the grant agreement.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve the acceptance of additional funds in the amount of \$160,000.00 for the MI-HOPE Program Grant Agreement, Grant # ARP-2023-37-MIH, between the Michigan State Housing Development Authority and the City of Owosso.

RESOLUTION NO.

**APPROVING CONTRACTOR MERKEL & KENNEY, INC. TO PERFORM
HOME IMPROVEMENT PROJECTS FOR THE MI-HOPE GRANT #ARP-2023-37-MIH
PER PROGRAM GUIDELINES**

WHEREAS, the City of Owosso applied for and received a MI-HOPE Grant totaling \$265,000 to assist property owners in funding energy efficiency improvements, such as window replacement, HVAC replacement, and appliance upgrades; and

WHEREAS, the beneficiaries of this grant include eleven (11) residents in the community that experienced a Qualified Financial Hardship associated with the coronavirus pandemic; and

WHEREAS, the City of Owosso sought bids for a general contractor to perform the home improvements; two (2) bids were received (Merkel & Kenney, Inc. of Owosso, MI for \$192,341 and KimGroup, LLC of Holland, MI for \$190,370); and

WHEREAS, the City of Owosso determined that Merkel & Kenney, Inc. is qualified to provide such services and that it has submitted a responsive bid. Furthermore, MSHDA and MI-HOPE do not require the lowest bid, just the most logical/acceptable bid; and

WHEREAS, remaining grant funds will further be allocated to home improvement projects in a future bidding process as this grant project is expected to continue through 2025.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to employ Merkel & Kenney, Inc. for home improvement projects to eleven residential homes as a part of the 2023/2024 MI-HOPE Grant (ARP-2023-37-MIH) in the amount of \$192,341.
- THIRD: The City Manager and the Planning & Building Director, having been previously designated as authorized signers for the grant, are instructed and authorized to sign homeowner and contractor contracts, with one contract signed for each home selected for participation in the program.
- THIRD: The Accounts Payable department is authorized to pay Merkel & Kenney, Inc. for work satisfactorily completed on the project up to the contract amount, with prior approval from MSHDA.
- FOURTH: The above expenses shall be paid from the Housing & Redevelopment Fund 254-200-818.000.



MEMORANDUM

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

DATE: April 1, 2024

TO: Owosso City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: Engineering Services for CIS – James Miner Connection Project

RECOMMENDATION

Approval of the proposal provided by Fleis & Vandenbrink Engineering, Inc. in the amount of \$577,000.00, for engineering services for the CIS -James Miner Connection Project.

BACKGROUND

On February 20, 2024, city council approved a contract with the Michigan Department of Transportation (MDOT) for a \$4.4 million grant to connect the Clinton-Ionia-Shiawassee (CIS) trail to the city's James Miner Trail. Additionally, the city desires to rehabilitate Jerome Street between Hickory Street and Oakwood Avenue in conjunction with the trail project. On March 5, 2024, the city received proposals from its four QBS selected firms for engineering services for this project. These services are necessary to design the project and provide construction oversight of the project. All proposals were evaluated based on, 1) Firm's history & capabilities to perform similar projects, 2) Key personnel assigned, 3) Performance measures, and 4) Pricing. Fleis & Vandenbrink Engineering, Inc. is considered the most qualified to provide services for this project based on the proposal submitted. Specifically, Fleis & Vandenbrink Engineering, Inc. has a familiarity with the project from previous work, strong staff having completed similar trail projects, and their pricing and schedule were within the guidelines of the grant. Attached is a copy of the Fleis & Vandenbrink Engineering, Inc. proposal.

Firms listed in ranked order with scores (out of 600 total points) are:

- Fleis & Vandenbrink Engineering, Inc. 532.5 points
- ENG, Inc. 530 points
- Spicer Group 512.5 points
- OHM Advisors 435 points

FISCAL IMPACTS

Funds for services for the trail portion of the project in the amount of \$499,500.00 will be issued from major street fund account number 202-451-818.000-MDOT-TRAIL to be covered by the grant. Funds for services for the Jerome Street portion of the project in the amount of \$77,500.00 will be issued from major street fund account number 202-451-818.000.

ENCLOSURES: (1) Resolution
(2) Addendum
(3) Request for Proposal
(4) Fleis & Vandenbrink Engineering, Inc. Proposal

MASTER PLAN IMPLEMENTATION GOALS: 3.4, 3.7, 5.3, 5.27, 6.6

RESOLUTION NO.

**AUTHORIZING CONTRACT ADDENDUM NO. 2024-01
TO THE FY2023-2024 GENERAL
ENGINEERING SERVICES CONTRACT WITH
FLEIS & VANDENBRINK ENGINEERING, INC.
FOR ENGINEERING SERVICES
FOR THE CIS – JAMES MINER CONNECTION PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fleis & Vandenbrink on June 5, 2023 for the term of July 1, 2023 to June 30, 2024 for general engineering services; and

WHEREAS, the City of Owosso, has received \$4.4 million (\$4,400,000.00) in funding through the Fiscal Year 2024 State Earmark approved via Public Act 119 of 2023 by the State of Michigan, to be used for trail connections and improvements from Priest Road in Shiawassee County to Oakwood Avenue in the city of Owosso; and

WHEREAS, the trail connections and improvements will bring the Clinton – Ionia – Shiawassee (CIS) Trail into the city of Owosso and connect it with the James S. Miner River Walk and will allow for both visitors and residents to utilize the regional trail and provide enhanced recreation opportunities; and

WHEREAS, the City of Owosso also desires to rehabilitate Jerome Street from Hickory Street to Oakwood Avenue in conjunction with the trail project; and

WHEREAS, this work requires the services of a professional engineering firm to complete design engineering and construction engineering of the project; and

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

WHEREAS, Fleis & Vandenbrink Engineering, Inc. is selected as the most qualified firm to perform such work and offers to complete the engineering services of said project, in an amount not to exceed \$577,000.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Fleis & Vandenbrink Engineering, Inc. to provide engineering services for the CIS – James Miner Connection Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents as an Agreement for General Engineering Services between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$577,000.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of engineering work.
- FOURTH: The above engineering expenses shall be paid from Major Street Fund Acct Nos. 202-451-818.000-MDOT-TRAIL (\$499,500.00) and 202-451-818.000 (\$77,500.00).

**ADDENDUM NO. 2024-01 TO THE
FY2023-2024 GENERAL ENGINEERING SERVICES CONTRACT
WITH
FLEIS & VANDENBRINK ENGINEERING, INC.
FOR ENGINEERING SERVICES
FOR THE CIS – JAMES MINER CONNECTION PROJECT**

This addendum is attached and made part of the contract for services for the General Engineering Services Contract, approved by City Council June 5, 2023 for the term of July 1, 2023 to June 30, 2024 between the city of Owosso, Michigan (City) and Fleis & Vandenbrink Engineering, Inc. (Engineer).

CIS – JAMES MINER CONNECTION PROJECT

PROJECT SCOPE OF WORK

The project scope of work is full engineering services as specified in the attached proposal.

SCHEDULE

The schedule for the project is to begin on April 8, 2024 and be completed by June 30, 2026 plus project close out procedures as shown in the attached proposal.

COMPENSATION

As specified in the attached proposal, total cost for services is \$577,000.00. The engineer shall submit for payment based on monthly progress of the work.

For the Engineer:

Fleis & Vandenbrink Engineering, Inc.

By: _____

By: _____

Executed: _____, 2024

For the City:

City of Owosso, Michigan

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

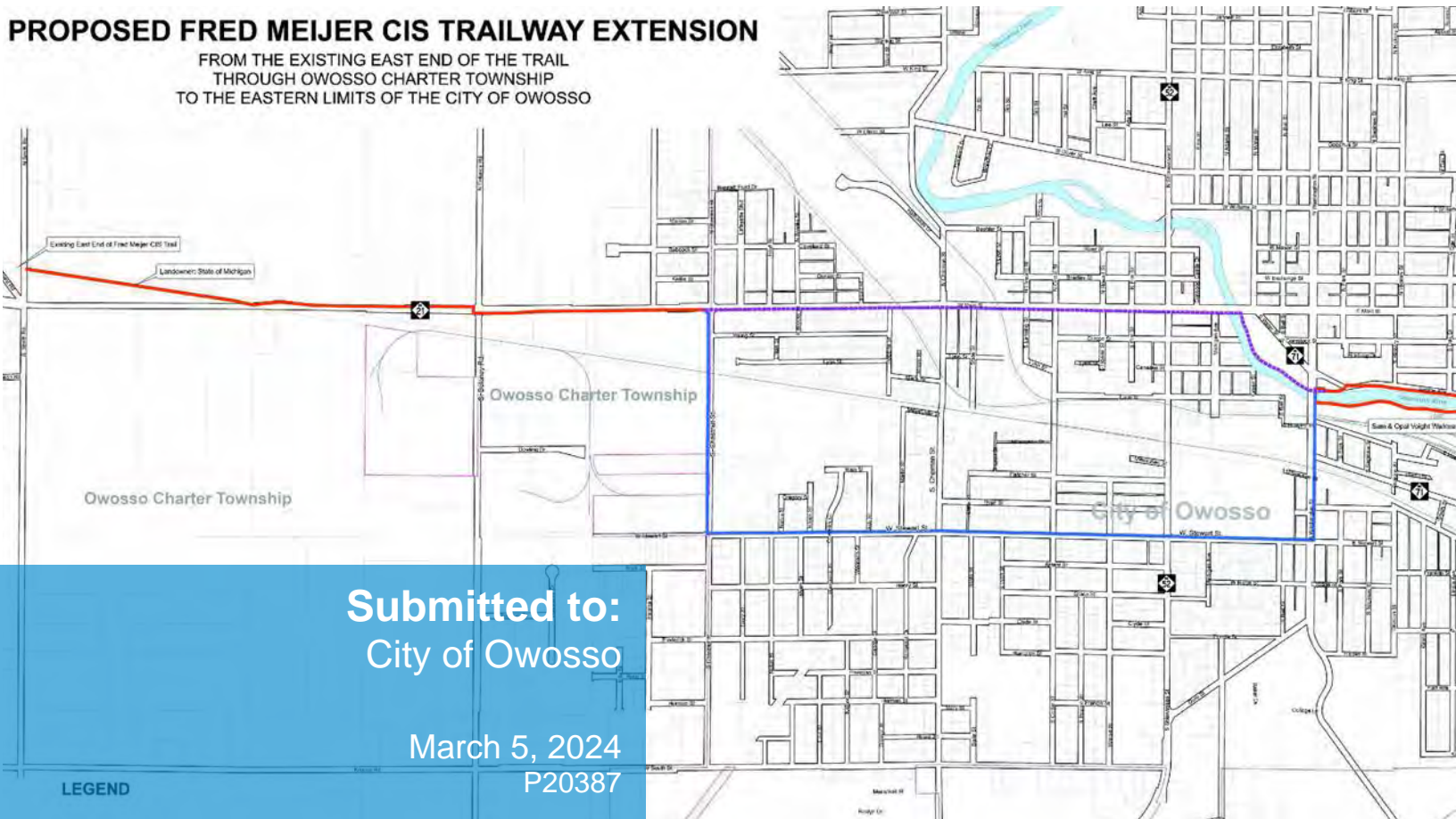
By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2024

FRED MEIJER CIS - JAMES MINER CONNECTION TRAILWAY EXTENSION

PROPOSED FRED MEIJER CIS TRAILWAY EXTENSION

FROM THE EXISTING EAST END OF THE TRAIL
THROUGH OWOSSO CHARTER TOWNSHIP
TO THE EASTERN LIMITS OF THE CITY OF OWOSSO





March 5, 2024

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

RE: FRED MEIJER CLINTON-IONIA-SHIAWASSEE (CIS) TRAIL TO THE JAMES MINER RIVER TRAIL

Dear Clayton:

Congratulations on receiving funding to connect the 41+ mile long Fred Meijer Clinton-Ionia-Shiawassee (CIS) Trail to the James Miner River Trail in the City of Owosso. This connection will be a great addition to the community and your non-motorized transportation network. Trails act to help define the shape and feel of a community, its neighborhoods, and the surrounding area. They also enhance quality of life and create a sense of identity, all of which are important to a community like yours. Fleis & VandenBrink (F&V) has vast experience in the design and construction of trails and will be an ideal partner for this project.

Highlights of F&V include:

- **We Have Extensive Experience in Trails:** F&V has designed over 130 miles in the past 10 years. Several of these trails are nearby, including the LAFF Pathway in southern Genesee County, the Flint River Trail in northern Genesee County, and the extension of the Iron Belle Trail through the City of Grand Blanc, which included a combination of shared use paths, on road bike lanes, and share the road street designations.
- **We Have Specialized Knowledge and Qualifications Relative to this Project:** We are pleased to have assisted the Friends of the Fred Meijer CIS Trailway Steering Committee with the Trailway Study for this specific project. The purpose of that study was to evaluate safe, convenient, and cost-effective options to connect the CIS Trail to the James Miner River Trail. It's exciting to see that the planning efforts, collaboration, and dedication of the Steering Committee and City officials over the past 11 years since this study was completed has been recognized. It takes many years to bring a project like this to fruition, and it's great to see that the importance of this project and the level of effort that has gone into making this happen was recognized by our State Senator in his consideration of legislative earmark funding.

By encouraging and providing alternative modes of transportation, the City is providing increased public health, safety, and environmental protection. In recent years, we have all noticed the growing number of people who recognize the benefits and importance of pathways and trails and the quality of life that they provide. By choosing F&V, you are giving your residents, businesses, and the entire community the best possible benefits from the positive health, economic, and social impacts of this project. We appreciate the opportunity in providing our services to the City of Owosso. If you need any additional information or have any questions regarding our proposal, please contact me at 810.244.1729.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in blue ink, appearing to read "Geric L. Rose".

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

9475 Holly Road, Suite 201
Grand Blanc, MI 48439
P: 810.743.9120
F: 810.771.7860
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Fred Meijer CIS Trail

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SECTION 1: STATEMENT OF UNDERSTANDING & SCOPE OF SERVICES

STATEMENT OF UNDERSTANDING

The City of Owosso is seeking professional engineering services for the design and construction of a non-motorized transportation network to connect the Fred Meijer Clinton-Ionia-Shiawassee (CIS) trail to the James Miner River Trail. This new trail will allow non-motorized access to your scenic pathway along the Shiawassee River and your core downtown business district. A proposed shared-use path will begin at the end of the existing CIS trail at Smith Road, just north of W. Main Street (M-21) and continue along abandoned railroad right-of-way and M-21 right-of-way to the city limits at Chestnut Street.

- At Chestnut Street, the bicycle portion of the trail will transition to on-road bike lanes south along Chestnut Street, east along Stewart Street, and north along Washington Street to the existing James Miner River Trail along the Shiawassee River.
- Also at Chestnut Street, pedestrians will utilize existing sidewalks along M-21 east to the James Miner River Trail near Owosso City Hall.
- Improvements will be made to the existing James Miner Trail, on both sides of the Shiawassee River, from Washington Street to Oakwood Avenue.



The total estimated cost, including engineering, is \$4,400,000 and is being funded by the State of Michigan in the form of a direct grant.

In addition to the pathway extension project, the City plans to rehabilitate Jerome Street from west of Hickory Street east to Oakwood Avenue. The total estimated cost of the road rehabilitation, including engineering, is \$750,000 and is being funded by the City of Owosso.

Due to a pending 2025 MDOT project along M-71 from Corunna Avenue to Main Street, this project is being split into the 2025 and 2026 construction seasons.

2025 Construction Season

The 2025 construction season will include the construction of approximately 8,000 feet of 10-foot wide HMA path along abandoned railroad right-of-way and M-21 from Smith Road to Chestnut Street. Improvements will include clearing, grading, drainage improvements, hard surface removal and restoration, and traffic signal and pedestrian crossing upgrades at the Delaney Road and Chestnut Street intersections.

The establishment of an approximately 6,000 foot long pedestrian route along M-21 from Chestnut Street to the Shiawassee River trail through the installation of wayfinding signs will also be completed in 2025.

2026 Construction Season

The 2026 construction season will include the establishment of approximately 11,300 feet of on-road bike lanes along Chestnut Street, Stewart Street, and Washington Street to connect the new shared-use path to the existing James Miner Trail. Bike lanes will be added on both sides of the roads via permanent pavement markings and signage. The design of the portion along Washington Street (M-71) between Corunna Avenue and the Shiawassee River is currently in progress by MDOT and will be completed as part of their 2025 improvement project.

Also to be completed in 2026 are the improvements to the existing James Miner River Trail. Along the north side of the Shiawassee River from Washington Street to Hickory Street (approximately 800 feet) new pavement markings and signage is proposed to be added. From Hickory Street to Oakwood Avenue,

approximately 2,600 feet of trail is proposed to be reconstructed to a 10-foot-wide shared-use path with new HMA and aggregate base. Improvements along the reconstructed trail will include:

- Sidewalk ramp construction at intersecting streets
- Permanent signage
- Bollards
- Lighting
- Other site amenities, such as benches

Along this stretch, which is adjacent to the portion of Jerome Street to be rehabilitated, we will evaluate options to provide separation of the roadway shoulder/parking area and the shared-use path. A physical separation, either by use of bollards, vegetated area, or a combination of both, will help keep motorized vehicles off the trail, and help prevent the spread of gravel onto the trail surface. Along the south side of the Shiawassee River from Washington Street to the boardwalk, approximately 2,500 feet of 10-foot wide HMA surface is proposed to be placed on top of the existing gravel surface pathway. Adequate access for ingress and egress of construction equipment and materials will need to be evaluated and coordinated for this stretch of the project, as there are no adjacent or intersecting streets to gain suitable construction access to the trail.



In addition to the above trail improvements, the rehabilitation of approximately 2,000 feet of Jerome Street from west of Hickory Street to Oakwood Avenue is proposed to take place during the 2026 construction season. Improvements to Jerome Street include pulverizing and stabilizing the existing HMA and aggregate base, resurfacing with HMA, storm sewer replacement, non-compliant water service line replacement, and permanent pavement markings and signage.

The proposed improvements shall be designed in accordance with AASHTO and ADA standards. Approvals and permitting will be required by the Michigan Department of Transportation (MDOT), Shiawassee County Road Commission, Shiawassee County Drain Commissioner, Shiawassee County SESC, and EGLE. As much of the proposed work is within the 100-year floodplain or floodway, a floodplain permit or waiver from EGLE will be required. Coordination with Owosso Public Schools Transportation Department, the Railroad, private utilities, residents, business owners, and other stakeholders is anticipated during the design and construction of this project. Meetings with the utility owners, MDOT, and the private utility owners will be required. A public informational meeting will also be conducted one evening at City Hall to solicit feedback on the proposed project.

With the funding for this project being a direct grant in the form of a legislative earmark, we understand that this project will not follow the MDOT LAP process for design, bidding, and construction, and will be let and administered locally by the City of Owosso. We are currently working on other earmark-funded projects and understand the responsibilities of the grant recipient to ensure that the funds and project are properly administered and monitored. The earmark projects can have a lot less red tape and oversight, but still have specific program requirements that must be adhered to. Since state funding is allocated for this project and no federal funds are involved, outreach to the typical federal crosscutters, including SHPO, is not an anticipated requirement.



WORK PLAN - DESIGN ENGINEERING

Our design engineering work plan to accomplish the above will begin by meeting with the City to review the project objectives and goals, discuss design criteria, and review the preliminary schedules provided in our proposal.

Topographic surveying will then commence while other project due diligence is simultaneously completed. A topographic survey will be completed along the existing railroad bed and M-21 where the new shared-use path is proposed along the existing James Miner River Trail from Washington Street to Oakwood Avenue on the north side of the river, and from Washington Street to the boardwalk on the south side of the river. We plan to utilize the available topographic survey that the City will provide for the Jerome Street rehabilitation.

Available aerial imagery and other sources will be used to convey the design intent for the on-road bike lanes and pedestrian route from Chestnut Street to the River Trail. Supplemental field measurements and evaluations will be completed as needed. Our due diligence will include geotechnical investigation with our subconsultant, obtaining existing utility information from MISS DIG, and scheduling a pre-design meeting with the Shiawassee County Road Commission (SCRC) and MDOT. The utility owners will be informed of the project for coordination of any upcoming projects or replacements. It is important to keep the utilities abreast of the improvements throughout the design process. The meeting with the LCRC and MDOT will review their expectations and requirements for pathway construction within the existing road rights-of-way, obtain rights-of-way information (plans, deeds, easements, etc.), discuss the required signal and crossing modifications at the Delaney Road and Chestnut Street intersections along M-21, and inquire on future road and utility improvements or expansions that need to be considered in the pathway design.

Preliminary engineering will begin with a thorough field investigation of the proposed shared-use pathway route by our engineering staff. This site evaluation will identify:

- Project challenges
- Constructability issues
- Grading concerns
- Potential utility relocation needs
- Drainage alterations
- Driveway adjustments
- Maintaining of traffic difficulties
- Permitting and easement requirements
- Overall pathway alignment

Once the field topographic survey is completed the **mapping** will commence. This will include processing the topographic survey, establishing the road rights-of-way and approximate property lines, and adding the utility information obtained from the utility companies, City, and County agencies. Preliminary pathway alignments and the public road crossings will then be evaluated and established. The preliminary alignment(s) will further identify potential utility conflicts, constructability concerns, and likely easement and grading permit needs. Options with and without a particular permanent or temporary easement will be considered, as we assume that the City desires to only seek additional right-of-way through just compensation with willing property owners, and would likely not consider acquisition through court action.

Easements for the betterment of the pathway (and at a construction cost savings to the City) will be identified and discussed. Ideally, easement documents would be prepared at this time and presented to the property owners for consideration prior to proceeding into detailed design. We will assist by preparing the easement descriptions and exhibits. In our cost proposal, we have included title searches to identify the current owner(s) of record for



the purpose of the easement document as an optional service. Lastly, utilizing the desired pathway alignment agreeable to all stakeholders, a preliminary engineer's opinion of probable construction cost will be prepared.

In other successful pathway projects that we have completed, we found it very beneficial to review the preliminary alignments in the field with representatives of the road agencies. Walking the route to discuss what is shown on paper, including the potential challenges and alternatives, helps get buy-in and understanding from all parties prior to a formal submittal for review and comment. Not only does this save time and potential redesign, but establishes a sense of ownership in the layout and design by all stakeholders. We would plan to do the same on this project for the portion of the pathway within the M-21 right-of-way.

Final engineering will establish detailed plans and specifications that are suitable for bidding and construction. These plans will include:

- Plan and profiles
- Cross sections
- Details
- Signal modification plans to incorporate pedestrian crossings

Recommendations in the geotechnical investigation will be considered in the trail and road pavement design, and geosynthetics for separation and stabilization will be incorporated where needed. Technical specifications will be prepared for inclusion with the City's standard front-end documents. The appropriate construction schedule will also be established at this time, taking into account anticipated material lead times and other construction variables, such as seasonal water tables or tree/vegetation removal restrictions. Maintaining traffic requirements set forth by the road agency will be addressed in the specifications, and on the plans as needed.

As the final plans proceed through the various levels of completion, **submittals and meetings** will be conducted with the city and road agencies for feedback and direction. Utility coordination meetings will also be scheduled to review and discuss utility relocation or adjustment needs. These meetings will start early in the design to provide ample time for completion prior to pathway construction. Plan submittals at the levels desired by the City will be accompanied by updated construction cost opinions.

We would suggest that any public input/information meetings related to the trail be completed around the 30% complete level. This will allow positive feedback to be incorporated before the plans progress to a level of completion where changes become costly and time consuming. Any permits that were not applied for during the transition from preliminary to final engineering will be submitted during this phase. The same applies for any easements that have yet to be formally granted. The final submittal will include a complete set of bid ready plans, specifications, and cost opinion.



The final phase of design engineering is assistance with bidding and award. Inquires and necessary addendum will be addressed during the bidding period. Once bids are received, we will review prior to making a recommendation of award.

WORK PLAN - CONSTRUCTION ADMINISTRATION

Our **construction administration** services begin with a preconstruction meeting with the selected contractor, City, road agencies, utility owners, and other interested stakeholders. This meeting will review project:

- Goals
- Objectives
- Requirements

Having already coordinated with the utility owners, the status of any required relocations, replacements, or upgrades will be discussed. Maintaining of traffic and detour requirements, both vehicular and pedestrian focused, will also be addressed. With the work being split into two construction seasons, we anticipate that a meeting will be held at the beginning of each season.

Throughout the duration of construction, we will provide **construction staking** and staff the project with a minimum of **one, full-time MDOT certified Construction Services Technician**.

During peak times, or when the Jerome Street rehabilitation is completed concurrently with the trail improvements, we anticipate that an additional construction technician may be necessary. Our construction technicians will complete the following:

- Field testing of materials
- Material testing reports
- IDRs
- SESC reports
- Daily reports to the project engineer

Both our field technician and professional engineer will keep the City and other stakeholders abreast as the project progresses. Street rehabilitation quantities will be tracked separately of the trail project. Our office technician will handle the duties of:

- Preparing pay applications
- Contract modifications
- Assisting with material testing and submittal reviews

Prevailing wage compliance will be completed with assistance from Michigan Fair Contracting Center (MFCC), who we have successfully teamed with many times in the past. MFCC offers turn-key prevailing wage compliance services, including:

- Preconstruction meeting attendance
- On-site wage rate interviews
- Certified payroll review
- Expertise with employee classifications, rate of pay, and fringe benefits

By utilizing MFCC for compliance services, F&V and the City can be assured that all the compliance requirements tied to your funding are being upheld.

During construction, **pedestrian traffic and access control will be important**. We have found that during construction of shared-use paths, pedestrians and other users tend to start utilizing these facilities as soon as possible, often before the aggregate and asphalt is placed. While it's great to see the excitement for these new trails and connections, it is important to keep everyone safe and out of the way of the contractor's activities. With this project involving the rehabilitation and reconstruction of existing facilities, the likelihood of continued use is even higher. Pedestrian safety can be controlled by:

- Proper signage and traffic control devices
- Establishment of recommended detour routes
- Continual project updates on social media, newsletters, or City website
- Communicating with the residents and other users as they are encountered in the field

At the end of each day, it is important that the contractor leave a safe site, as we know people are likely to be in the area.

Vehicular traffic control, which will be necessary for pathway construction, intersection signal improvements, curb ramp construction, installation of pavement markings, and road rehabilitation will be frequently monitored and coordinated with the City, County, and MDOT.

SCOPE OF SERVICES

Below is a bulleted summary of our scope of services that will be accomplished through our work plan described above.

Design Engineering Services:

- Topographic survey and mapping
- Utility coordination
- Site review and evaluation by professional engineer
- Geotechnical investigation and soil borings (completed by subconsultant)
- Pavement section design
- Traffic signal modification design
- Electrical design for new lighting along River Trail
- Prepare preliminary plans and technical specifications
- Prepare final plans and specifications for advertisement and bidding
- Prepare engineer's opinion of probable construction costs at various levels
- Prepare a project implementation schedule
- Attend utility coordination meeting with private utility owners
- Assist with stakeholder and public informational/planning meetings

Bidding Services:

- Address contractor inquiries during bidding process
- Prepare addendums as necessary
- Review bids, contractor qualifications, and make recommendation for award

Construction Administration Services:

- Organize and conduct the pre-construction meeting
- Schedule and conduct progress and pre-production meetings
- Construction staking
- Full time construction observation and record keeping (average of 50 hours per week for the anticipated construction schedule identified)
- On-site and off-site quality assurance testing. Our field technicians are certified in materials testing and are typically able to complete both the daily observation and testing. We will arrange all laboratory testing with the local office of PSI and/or SME
- Office technician tasks including preparation of pay estimates, work orders, contract modifications, and other related administrative duties during the duration of this project
- Review of certified payroll in accordance with Davis-Bacon requirements
- Assist with citizen inquiries, complaints, or claims
- Address construction related issues
- Provide project closeout as required by MDOT and the City
- Provide final documents and files at completion of project to the City

F&V has the capacity to successfully provide and perform the services requested by the City of Owosso and required for this project. We take pride in the number of pathways that we have helped complete throughout neighboring Genesee County, and the trust and faith that the Genesee County Road Commission has put into us for the scoping, planning, design, and construction of these transportation and recreation resources. We feel that the City, SCRC, and MDOT will also benefit from our passion, experience, and expertise in non-motorized transportation facilities.



SECTION 2: PROJECT TEAM

We are proposing a team of highly experienced professionals in the design and construction of roadway, pathway, and public utility improvement projects. This team has worked together successfully on several past City projects, as well as many other pathway and trail projects for our clients. This team has successfully completed recent projects with nearly identical scope, including:

- **LAFF Pathway, Genesee County** - new shared use path within road right-of-way, including road crossings and traffic signal modifications
- **Iron Belle Trail, City of Grand Blanc** - establishment of on-road bike lanes and share the road bike routes along city streets
- **Multiple Roadways, City of Owosso, Village of Almont, City of Yale, Genesee County Road Commission** - road rehabilitation by crush and shape with stabilization and resurfacing



GERIC ROSE, PE, PS* will serve as [project manager](#) and provide technical assistance, oversight, and advisement during both the design and construction phases. Geric has 25 years of experience and has successfully completed the design and construction of many similar trail and pathway projects. Having been working with the City over the past 10 years, he is extremely familiar with the City of Owosso's staff, standards, and expectations. He has previously provided leadership in the City's Street Improvement Programs, the 2016 Gould

Street resurfacing, and the N. Gould Street rehabilitation project.



LARRY HUMMEL, PE* will serve as the [technical advisor](#), assisting our project team and the City with all aspects of pathway design and construction. Larry has over 30 years of experience in county and state transportation projects. Prior to F&V, Larry served as the Engineer-Manager for the Van Buren County Road Commission and chaired several task forces and councils. Throughout his career, Larry has shown a passion for trail projects, and served on the Board of Directors of the West Michigan Trails & Greenway Coalition from 2011 to 2022. He also served as Treasurer of the Friends of the Kal-Haven Trail from 2008 to 2019. During his service in these organizations, he has seen what works and what doesn't, not only in design and construction, but also as it relates to long term maintenance and preservation of our pathway systems.



TODD RICHTER, PE* will assist Larry in providing [quality assurance reviews](#) of the project plans and specifications. Todd manages F&V's construction services group and has significant experience in the programming, design, and construction of trail projects.



DAVE HILER, PE* will continue to serve as [lead engineer](#) as he has for the City of Owosso for nearly a decade. Dave has nearly 30 years of experience in design engineering with an emphasis in municipal engineering projects. Dave has assisted Geric in the design of many trail projects throughout his career.



GREG HICKEY, PE, PTOE will provide the design of the [traffic signal modifications](#) at the two M-21 intersections. Greg has 11 years of experience in transportation and traffic engineering. As a Professional Traffic Operations Engineer (PTOE), he is knowledgeable about traffic signal design, maintenance of traffic, traffic modeling and forecasting, and traffic impact studies. F&V is MDOT prequalified in Traffic Signal Design.



ED HAWKS is our [Senior Electrical Designer](#) and will assist with the electrical and controls design for the new pathway lighting. Ed has over 40 years of experience with industrial process control, water and wastewater treatment, and downtown city and park revitalization.



DAN HOWEY, CST AND BRAD DANKS will serve as the **design technicians** assisting Dave, Geric, and Larry with the design, drafting, and preparation of the construction plans. Dan has worked with Geric and Dave for over 20 years and has completed numerous other assignments for the City of Owosso. Dan is aware of the plan quality expectations and standards of the City. Brad has nearly 35 years of experience in civil and architectural engineering, including 25 years at the Genesee County Road Commission as part of their engineering design team.



MARK FRANK, PE will serve as the **certified office technician during the construction phase** of this project. Mark has over 30 years of experience in the civil engineering field. He provides office technician duties for the majority of our MDOT and MDOT LAP projects. Mark is also involved with oversight and reporting of soil borings, pavement design recommendations, construction testing, and the inspection of soils, concrete, and bituminous pavement.



STEFFAN SHAFFER AND NOAH LEWIS will serve as survey crew chiefs for the topographic surveying and construction staking. Both Steffan and Noah have completed previous surveys for the City's engineering department.



SKYLER WINKLE will serve as the construction technician. Skyler assists both our Grand Blanc and Farmington Hills offices with construction administration and observation services. Skyler resides approximately 15 minutes from the City of Owosso.

PSI AND/OR SME will be utilized as a certified subconsultant for Laboratory Material testing during the construction phase of this project.

**Resumes for our project team are provided on the following pages.*

CURRENT WORKLOAD & CAPACITY

The City of Owosso has proactively planned the schedule for the design and construction of this project and adequate time has been provided to fulfill the requirements. As a result of the City's efforts, we can provide surveying and design engineering during the summer and fall of 2024 along with our current workload. Construction in 2025 and 2026 allows us to properly plan and staff this project with a qualified and consistent construction administration team.

SECTION 3: SPECIALIZED EXPERIENCE

FRED MEIJER CIS TRAILWAY STUDY

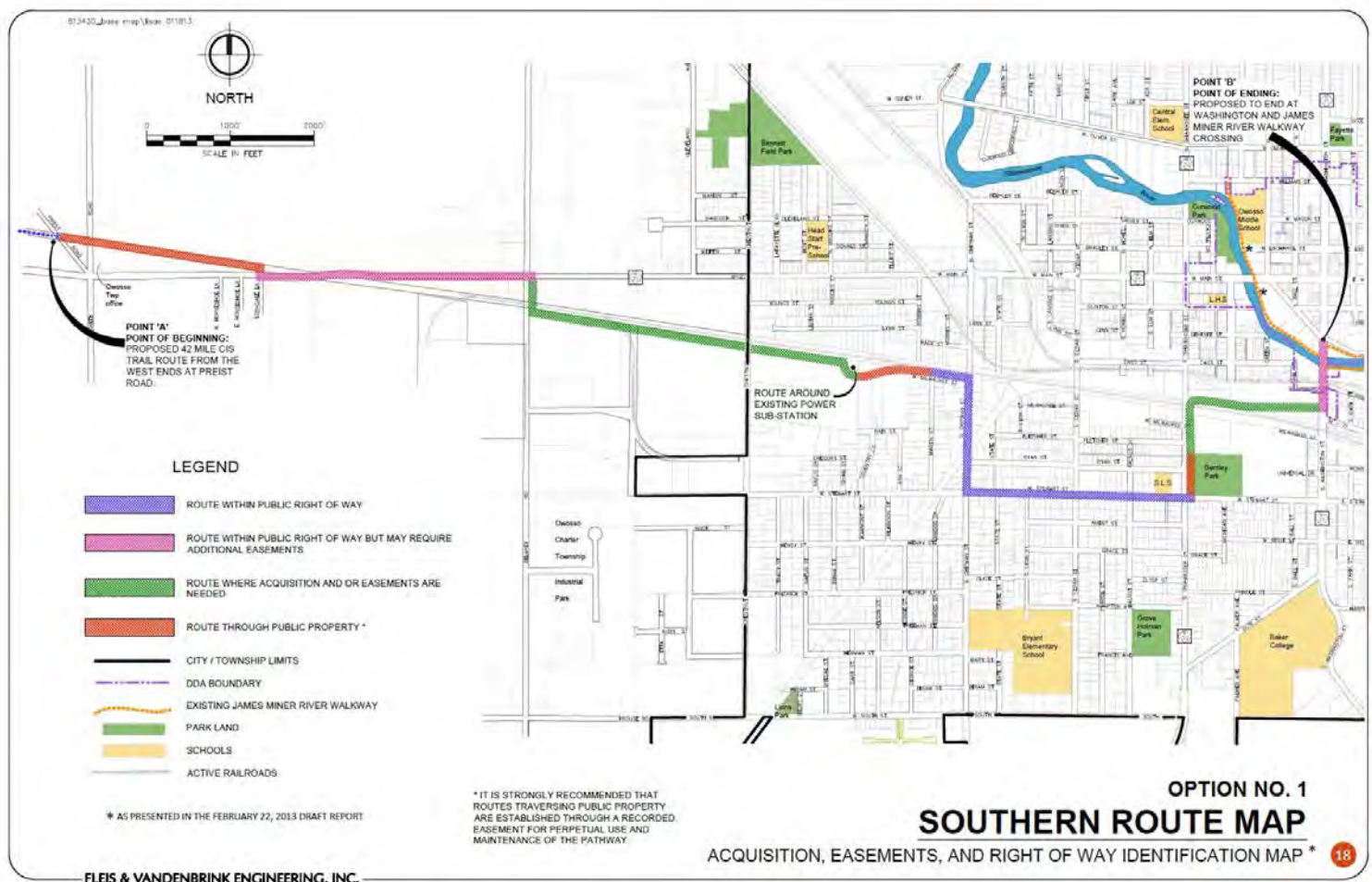
F&V prepared a feasibility study in 2013 for the Fred Meijer CIS Trailway Steering Committee for the potential to [connect the James Miner River Walkway to the Fred Meijer Trailway](#). Our trailway study evaluated safe, convenient, and cost effective options to connect the trails from Fred Meijer Trailways's end at Priest Road in Owosso Township, to the James Miner River Walkway in the City of Owosso.

The study intended to find safe, direct and convenient routes that offered an aesthetic value and served the widest range of users, creating an enjoyable experience and encouraging quality economic gain for local businesses.

The proposed routes suggested in the plan were derived from a number of factors, including on-site evaluation of existing site conditions, property owner relationships, costs of installation, understanding the anticipated users, and meeting with committee members.

F&V proposed two main routes. Both started at Priest Road, just west of Smith Road; one route was generally south of M-21 (aka Main Street), while the other was north of M-21.

The report presented by F&V represented preliminary routing considerations, developed with the ability to apply modifications and improvements in the future.





SECTION 4: FAMILIARITY WITH MDOT AND SIMILAR PROJECTS

MDOT PREQUALIFICATIONS

F&V is pre-qualified with the State of Michigan Department of Transportation (MDOT) in the following classifications:

Construction Engineering:

- Assistance
- Bridges and Ancillary Structures
- Roadway
- Roadway – Local Agency Program

Construction Inspection:

- Bridges and Ancillary Structures
- HMA Pavement
- Roadway
- Traffic and Safety

Construction Services:

- Office Technician

Construction Testing:

- Aggregates
- Concrete
- Density

Environmental:

- Contamination

Surveying:

- Construction Staking
- Hydraulics
- Right of Way
- Road Design
- Structure

Design:

- Bridges
- Bridges: Safety Inspection
- Bridges: Safety Inspection - Underwater
- Hydraulics I
- Hydraulics II
- Landscape Architecture
- Roadway
- Roadway: Intermediate
- Traffic: Capacity and Geometrics Analysis
- Traffic: Pavement Markings
- Traffic: Safety Studies
- Traffic: Signal
- Traffic: Signal Operations
- Traffic: Signal Operations – Complex
- Traffic: Work Zone Maintenance of Traffic
- Traffic: Work Zone Mobility and Safety
- Utilities: Municipal



IRON BELLE TRAIL (IBT) Grand Blanc, MI

F&V successfully assisted with the grant application and implementation of conceptual engineering, route planning, and pavement markings and signage for the Iron Belle Trail (IBT) through the City of Grand Blanc. This funding provided construction assistance for [pavement markings and signage along shared lane trail routes](#), the purchase and installation of IBT [identification signage](#), and [route planning and preliminary engineering](#).

As a result of the route planning, the City completed cost effective on-road trail routes, which included implementation of a road diet along the heavily traveled Perry Road to incorporate designated bike lanes into their transportation network.

Through a combination of shared use paths and on-road routes, users of Michigan's Iron Belle Trail can now visit the City of Grand Blanc and the shops and restaurants of its downtown business district.



LAFF SHARED-USE PATHWAY PHASE 1

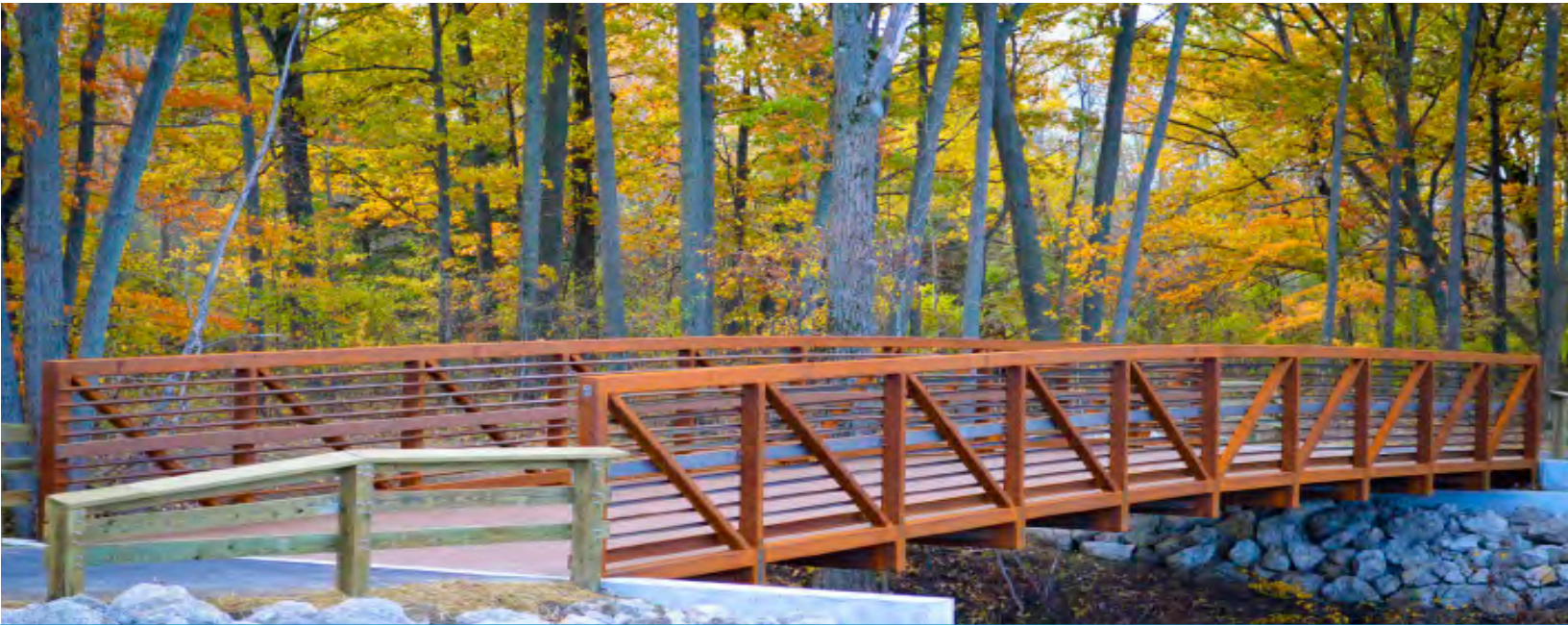
Argentine, MI

Safety was a concern for Linden Community elementary, middle and high school students walking or riding bicycles to school. School and Argentine Township officials wanted to eliminate the safety issue for the 1,900 students by creating a [non-motorized trail system through the campus and along Silver Lake and Lobdell roads](#).

Fundraising and planning efforts started for Phase 1 – two miles of 10-foot wide shared-use pathway. Funding was secured through Transportation Alternatives Program (TAP), Safe Routes to Schools (SRTS) and the Michigan DNR Trust Fund (MDNRTF).

F&V assisted Argentine Township and LAFF – a non-profit organization of residents in Linden, Argentine Township, Fenton Township and Fenton – from the project's inception with conceptual planning, grant applications, property acquisition, preliminary engineering, EGLE permitting, and construction engineering.

Children traveling by foot or bike now have a safe route to school and there's ample parking for all that travel to use the trail. Residents, businesses, and communities are also connected via this pathway, promoting tourism, exercise, and outdoor recreation.



FLINT RIVER TRAIL

Genesee County, MI

F&V provided both preliminary and construction engineering services for this important section of the Michigan Iron Belle Trail and the local Flint River Trail network. This project [connects an existing pathway at Stepping Stone Falls \(near the southerly end of Mott Lake\) to an existing pathway near the Bluegill Boat Launch at Coldwater Road and Center Road.](#)

A new 14 foot wide pedestrian bridge adjacent to Stepping Stone Falls provides easy viewing of the picturesque, man-made waterfall. From the falls, this 1.4 mile long trail winds through Genesee County Park property which is enhanced with diverse wetlands, woodlands, and wildlife.

SECTION 5: LEVEL OF EFFORT ESTIMATES

Below is our anticipated level of effort estimate used in establishing our budget for this project.

TRAIL DESIGN ENGINEERING SERVICES

Classification	Name	Hours
Project Manager	Geric Rose, PE, PS	120
Technical Advisor	Larry Hummel, PE	40
QA/QC Review	Todd Richter, PE	24
Lead Design Engineer	Dave Hiler, PE	200
Design Technician	Brad Danks	210
Design Technician	Dan Howey, CST	225
Electrical Designer	Ed Hawks	40
Signal Designer	Greg Hickey, PE, PTOE	40
Survey Manager	Kevin Cleaver, PS	8
Survey Crew Chief	Steffan Shaffer Noah Lewis	160
Survey Technician	Dan Howey, CST	120
Administration	Carrie Smeznik	24

TRAIL CONSTRUCTION ADMINISTRATION SERVICES

Classification	Name	Hours
Project Manager	Geric Rose, PE, PS	175
Technical Advisor	Larry Hummel, PE	40
Office Technician	Mark Frank, PE	200
Construction Technician	Skyler Winkle	1,500 (a)
Survey Technician	Dan Howey, CST	24
Survey Manager	Kevin Cleaver, PS	16
Survey Crew Chief	Steffan Schaffer Noah Lewis	160
Administration	Carrie Smeznik	24

(a) 30 weeks at average 50 hours per week

JEROME STREET DESIGN ENGINEERING SERVICES

Classification	Name	Hours
Project Manager	Geric Rose, PE, PS	32
QA/QC Review	Todd Richter, PE	6
Lead Design Engineer	Dave Hiler, PE	36
Design Technician	Brad Danks	80
Design Technician	Dan Howey, CST	24
Administration	Carrie Smeznik	4
Survey Crew Chief	Steffan Schaffer Noah Lewis	160
Administration	Carrie Smeznik	24

JEROME STREET CONSTRUCTION ADMINISTRATION SERVICES

Classification	Name	Hours
Project Manager	Geric Rose, PE, PS	30
Office Technician	Mark Frank, PE	48
Construction Technician	Skyler Winkle	200 (b)
Survey Technician	Dan Howey, CST	16
Survey Manager	Kevin Cleaver, PS	4
Survey Crew Chief	Steffan Schaffer Noah Lewis	16
Administration	Carrie Smeznik	8

(b) 4 weeks at average 50 hours per week. Budgeted hours for second construction technician to establish NTE fee. It is likely that there will be overlap with the trail project and this amount of hours may not be necessary.

Section 6: PROJECT SCHEDULE

2024 Design

	Apr '24			May '24			June '24			July '24			Aug '24			Sept '24			Oct '24			Nov '24			Dec '24			Jan '25			Feb '25			Mar '25		
Topographic Surveying, Mapping, and Due Diligence																																				
Preliminary Engineering																																				
Final Engineering																																				
Advertiseme nt, and Letting																																				

2025 Construction

	June '25			July '25			Aug '25			Sept '25			Oct '25			Nov '25		
Trail Construction																		

Construction: July 1, 2025 through October 28, 2025 (17 weeks)

2026 Construction

	Mar '26			Apr '26			May '26			June '26			July '26			Aug '26		
Trail Construction																		
Jerome St Construction																		
Project Closeout																		

Construction: April 1, 2026 through June 30, 2026 (13 weeks)



SECTION 7: PROFESSIONAL FEES

We propose to complete the services noted within this proposal for the following not-to-exceed fees.

Phase	Fee
Trail Design Engineering:	\$184,900
Trail Construction Administration:	\$314,600
Jerome Street Rehabilitation Design Engineering:	\$29,800
Jerome Street Rehabilitation Construction Administration:	\$47,700
Total Lump Sum Not-to-Exceed Fee:	\$577,000

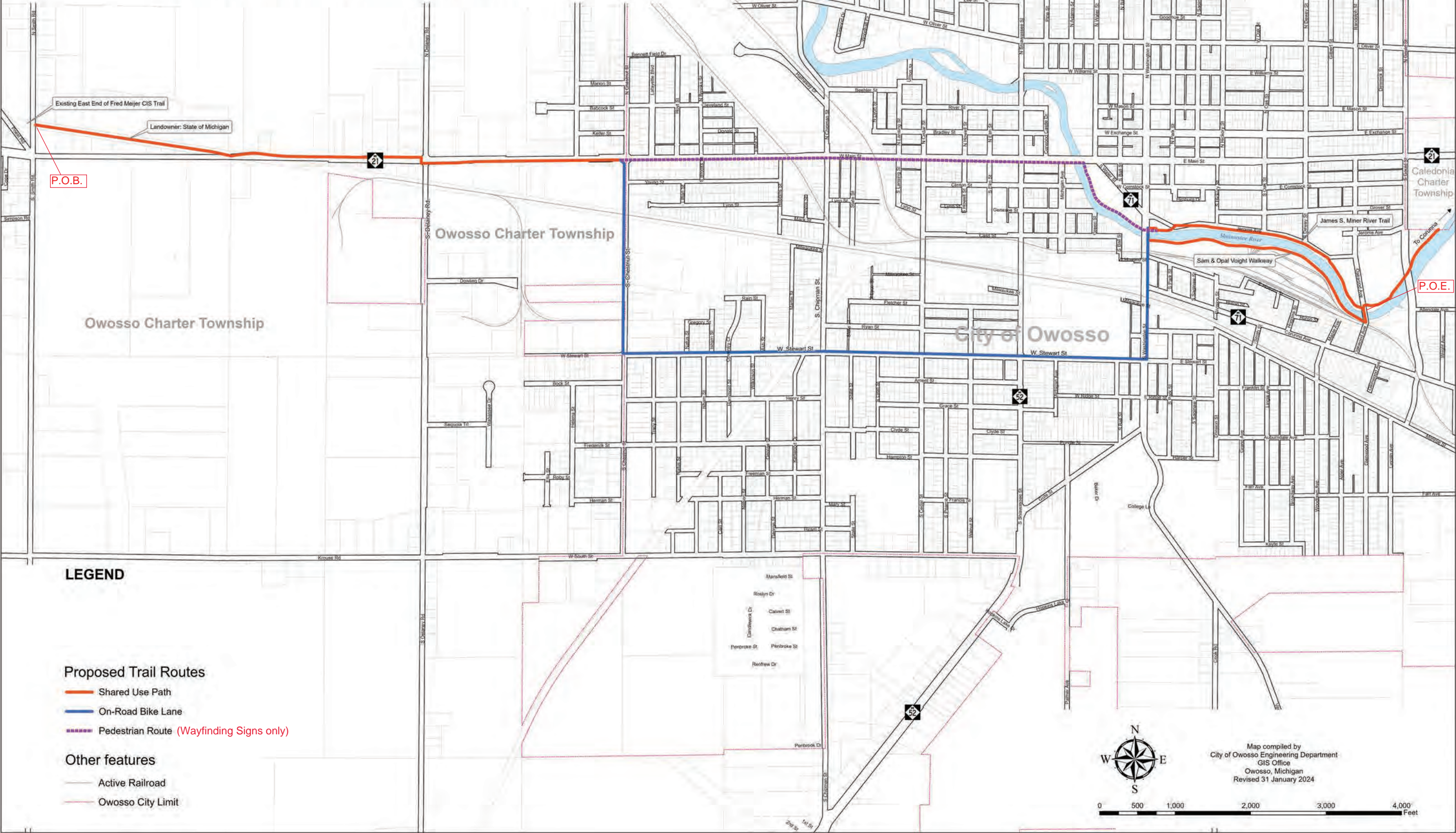
Note: Review and permit fees are not included in our cost proposal and shall be paid by the City of Owosso.

Optional Services not included in above:

- Title Search for Easement Preparation: Provider fees vary depending on parcel. Estimate will be provided once parcels are known
- Wetland Delineation: Not anticipated. Fee will be provided if determined necessary

PROPOSED FRED MEIJER CIS TRAILWAY EXTENSION

FROM THE EXISTING EAST END OF THE TRAIL
THROUGH OWOSSO CHARTER TOWNSHIP
TO THE EASTERN LIMITS OF THE CITY OF OWOSSO





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

MEMORANDUM

DATE: March 25, 2024

TO: Owosso City Council

FROM: Kevin Lenkart
Chief of Public Safety

RE: Agreement for Ambulance Services Rush Township

Recommendation:

Staff recommends approval of the contract between The City of Owosso (Owosso) and Rush Township (Township) to have Owosso provide ambulance coverage to Rush Township, Shiawassee County MI.

Background:

Township wishes to contract with Owosso to provide ambulance coverage to the residents of Rush Township.

Over the last several months, officials from Rush Township and Owosso Fire staff have met to discuss Owosso City Fire/EMS providing ambulance coverage to the township. The attached contract was approved by Rush Township Board on March 14, 2024.

Fiscal Impacts:

Revenue: The Township shall pay the City of Owosso the sum of \$40,307.50 on an annual basis.

The Owosso Fire Department charges users of the ambulance service for services provided. Revenue for ambulance fees is based on a variety of factors: this amount is affected by the payer mix (e.g. Medicare, Medicaid, commercial or third-party insurance, or self-pay) and service mix (e.g. ALS or BLS, emergency or non-emergency).

The estimated number of ambulance runs for Rush Township will be 4 runs per month. The revenue for these calls is estimated at \$12,000.00 per year. ** This is based on the average number of patients that are transported to a medical facility.

Estimated Revenue: \$52,307.50

Expenditures: The Owosso Fire Department plans to add three (3) additional firefighters/paramedics (one assigned per shift). The cost of additional personnel will be \$302,409.00. (based on current pay-scale).

Additional expenses for the ambulance contract include:

- | | |
|--|-------------|
| a. Uniforms/Fire gear for three new employees: | \$10,000.00 |
| b. Additional medical supplies: | \$8,000.00 |
| c. Fuel | \$10,000.00 |
| d. Vehicle Expenses | \$7,500.00 |

Estimated Expenses: \$337,990.00

RESOLUTION NO.

**AUTHORIZING AGREEMENT TO PROVIDE AMBULANCE
SERVICES BETWEEN THE CITY OF OWOSSO AND RUSH TOWNSHIP**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department and Rush Township desire to enter into an agreement to have the City of Owosso provide ambulance coverage to Rush Township, Shiawassee County, Michigan; and

WHEREAS, City of Owosso operates a Fire Department which has the ability and desire to provide ambulance service to Rush Township.

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 enter into an agreement to provide ambulance services to Rush Township for an annual fee as outlined in the Agreement for Ambulance Services with Rush Township/City of Owosso.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the documents in the form attached, Agreement for Ambulance Services with Rush Township/City of Owosso.

AGREEMENT FOR AMBULANCE SERVICES

RUSH TOWNSHIP /CITY OF OWOSSO

This agreement for Ambulance Services is entered into the 14 day of March 2024, by Rush Township ("Township"), a Michigan general law township, of 202 S. West Street, Henderson Michigan 48841, and the City of Owosso ("City"), a Michigan municipal corporation, of 301 W. Main Street, Owosso, Michigan 48867.

WHEREAS THE TOWNSHIP wants to make available ambulance services to the residents and others of Rush Township, Shiawassee County, Michigan;

WHEREAS THE TOWNSHIP wishes to contract with the City to provide ambulance services to the residents and others of Rush Township, Shiawassee County, Michigan.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The definitions contained in Act 1990 of 1979, MCL 333.20901 through 20979, shall apply to this agreement.
2. The City shall provide basic and advanced life support and non-emergent ambulance service within the Township as it is now furnishing to any company or resident with the City of Owosso on a twenty-four (24) hour per day, seven days a week basis during the term of this agreement.
3. The parties understand and agree that the City shall provide its ambulance service from its location at 202 S. Water Street, Owosso, Michigan.
4. The City shall maintain such mutual aid agreements as are necessary to provide back-up service to Rush Township.
5. The City when making a run to provide service to the Township, shall have a response time of no more than twelve (12) minutes, no less than 80% of the time. The City will report these times to the Township monthly.
6. The City shall charge users of the ambulance service and their insurers for services provided. It is agreed that the City shall be responsible for billing users of the service. The City shall use collection methods that are legally acceptable. All accounts receivable for ambulance service prior to the effective date of this Agreement shall remain the property of the prior ambulance provider.

7. The City will provide a monthly report to the Township as to the number of runs in the Township and run times as well as a breakdown of the nature of the run e.g. residence, business mutual aid, transfer etc.
8. The number of dwellings/households, churches and businesses, shall be determined by December 31st, preceding the year in which the annual installments are due. The Township shall provide the City during the month of January each year of the number of dwellings/households, churches and businesses, in order for the City to plan its budget.
9. The Township shall pay the City the sum of \$40, 307.50. This is based upon the Township's Fire and Ambulance millage. Payment by Township to the City shall be made no later than the 15th day of May for each calendar year of the duration of the contract.
10. Both Township and City shall review the terms of this agreement.
11. The Township and City may review the assessment upon request of either party. However, based on increase in costs, loss of revenue and other unforeseen circumstances the City may request an increase in assessment after one (1) year. The City will submit all documentation to the Township for their evaluation prior to requesting an increase. It shall be the responsibility of the Township to communicate with its citizens the need for the rate increase and/or adjustment.
12. Township and City shall immediately establish agreements, protocols, policies and procedures with Shiawassee County Central Dispatch which are necessary to properly implement this Agreement.
13. The City shall comply with all applicable laws in the United States, State of Michigan, and local ordinances now or hereafter existing, and with all applicable Federal and State rules and regulations now or hereafter existing relating to any of the services provided to this contract. The City shall specifically comply with applicable provisions of 1990 PA 1979 [MCLA 333.20901 through 333.20979], including any future amendments or additions thereto, together with any rules and regulations promulgated thereunder, now or hereafter existing or amended.
14. City shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by City of the following types and limits:

- a. Commercial general liability insurance with minimum limits of One Million

and No/100 (\$1,000,000.00) Dollars, each occurrence, and Two Million and No/100 (\$2,000,000.00) Dollars, general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad from property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products and completed operations. The policy shall contain a severability of interest provision and shall be endorsed to include the following as Additional Named Insured: Rush Township and all elected and appointed officials, all employees and volunteers, agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Municipality as additional insured, coverage afforded is considered to be primary and any other insurance the Municipality may have in effect shall be considered secondary and/or excess. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.


- b. Automobile Liability insurance including Michigan No-Fault coverages with minimum limits of One Million and NO/100 (\$1,000,000.00) Dollars, each occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - c. Professional Liability insurance with minimum limits of Five Million and No/100 (\$5,000,000.00) Dollars, each claim, and Five Million and No/100 (\$5,000,000.00) Dollars, general aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.
 - d. Worker's Compensation Insurance as required by State statute.
 - e. Cancellation Notice: Policies, as described above, shall be endorsed to state the following: Its understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Rush Township, 202 S. West Street, Henderson, Michigan 48841.
15. The legal relationship of the City to the Township is that of an independent contractor. The employees of either party shall not be considered an agent or employee of the other party for any purpose.

16. The City agrees to defend, hold harmless and indemnify the Township, its members, agents, officials and employees from any and all claims of liability arising directly or indirectly from the City's acts or omissions in furtherance of this Agreement.
17. The terms of the Agreement shall commence April 1, 2024, and shall continue indefinitely, unless terminated as provided below:
 - a. By mutual agreement of the parties;
 - b. By either party with or without cause upon ninety (90) days prior written notice.
18. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the parties.
19. This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.
20. No person or entity, apart from participating municipalities as public or corporation entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.
21. This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect.

City of Owosso

By: _____
Robert Teich
ITS: Mayor

Rush Township

By: 
Linda Grigsby
ITS: Clerk

ATTEST:

By: _____
Amy K. Kirkland
ITS: Clerk

Prepared By:
Scott J. Gould (P76101)
Owosso City Attorney 114 E.
Main Street, Suite 218
Owosso, Michigan 48867
989-729-0071



MEMORANDUM

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

DATE: April 1, 2024
TO: City Council
FROM: Clayton Wehner, Director of Engineering
SUBJECT: Woodland Trails Sanitary Sewer Repair Project Bid Award

RECOMMENDATION:

Award of sanitary sewer repair services to Apex Excavating & Underground, LLC of Marion, MI, for the Woodland Trails Sanitary Sewer Repair Project in the amount of \$72,805.00.

BACKGROUND:

Bids were received on February 20, 2024 for the Woodland Trails Sanitary Sewer Repair Project. This work is necessary to repair sections of sanitary sewer main and manhole flow channels within the Woodland Trails Condominium prior to acceptance of their sanitary sewer system into the city's sanitary sewer system. Four (4) bids were received with Apex Excavating & Underground, LLC the low responsive bidder. The bid tab is attached.

FISCAL IMPACTS:

Funds for this work are to be charged to the Sewer Fund Account No. 590-549-818.000-WASHPARK21 in the amount of \$72,805.00, plus contingency funds in the amount of \$10,000.00 for a total of \$82,805.00. These expenses will be reimbursed by the Brownfield Plan.

Attachments: (1) Resolution
(2) Bid Tab

MASTER PLAN IMPLEMENTATION GOALS: 1.4, 3.4

RESOLUTION NO.

**AUTHORIZING THE AWARD OF THE WOODLAND TRAILS
SANITARY SEWER REPAIR PROJECT
TO APEX EXCAVATING & UNDERGROUND, LLC OF MARION, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined the sanitary sewer within the Woodland Trails Condominium has defects and repairing these defects before accepting this sanitary sewer into the city's sanitary sewer system is advisable, necessary and in the public interest; and

WHEREAS, the City of Owosso sought bids for these repairs as part of the Woodland Trails Sanitary Sewer Repair Project, and the low responsive bid was received from Apex Excavating & Underground, LLC in the amount of \$72,805.00; and

WHEREAS, Apex Excavating & Underground, LLC is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Apex Excavating & Underground, LLC to repair sanitary sewer as part of the Woodland Trails Sanitary Sewer Repair Project.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the necessary documents to execute the services contract with Apex Excavating & Underground, LLC in the amount of \$72,805.00.
- THIRD: The accounts payable department is authorized to pay Apex Excavating & Underground, LLC for work satisfactorily completed on the project up to the initial contact amount of \$72,805.00 plus contingency in the amount of \$10,000.00 with prior authorization for a total of \$82,805.00.
- FOURTH: The above expenses shall be paid from the Sanitary Sewer Fund Account No. 590-549-818.000-WASHPARK21. These expenses are to be reimbursed by the Brownfield Plan.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

Apex Excavating & Underground, LLC

Woodland Trails Sanitary Sewer Repair Project

April 2024

CONTRACT

THIS AGREEMENT is made on April ____, 2024 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and Apex Excavating & Underground, LLC ("contractor"), a Michigan company, whose address is 4891 Fell Drive, Marion, Michigan 49665.

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

ARTICLE I - Scope of work

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

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds
- General conditions
- Standard specifications
- Detailed specifications

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed seventy-two thousand eight hundred five dollars (\$72,805.00). No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

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

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Robert J. Teich, Jr., Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/20/2024DEPT. EngineeringSUBJECT: Woodland Trails Sanitary Sewer Repair Project

Bid Items 1-25

Engineer's Estimate

Apex Excavating & Underground
4891 Fell Drive
Marion, Mi 49665
231-429-6633Glaeser Dawes Corporation
4130 Commerce Drive
Flushing, Mi 48433
810-487-1560

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$10,900	1	LSUM	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,897.29	\$ 10,897.29
2	Sewer, Rem, Less than 24 inch	100	Ft	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 6.28	\$ 628.00
3	Curb and Gutter, Rem	50	Ft	\$ 15.00	\$ 750.00	\$ 10.00	\$ 500.00	\$ 9.93	\$ 496.50
4	Pavt, Rem	150	Syd	\$ 15.00	\$ 2,250.00	\$ 10.00	\$ 1,500.00	\$ 13.64	\$ 2,046.00
5	Sidewalk, Rem	25	Syd	\$ 15.00	\$ 375.00	\$ 10.00	\$ 250.00	\$ 21.49	\$ 537.25
6	Erosion Control, Inlet Protection, Fabric Drop	10	Ea	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 96.72	\$ 967.20
7	Subbase, CIP	18	Cyd	\$ 50.00	\$ 900.00	\$ 30.00	\$ 540.00	\$ 3.89	\$ 70.02
8	Aggregate Base, 8 inch, Modified	18	Syd	\$ 50.00	\$ 900.00	\$ 25.00	\$ 450.00	\$ 41.60	\$ 748.80
9	Maintenance Gravel	30	Ton	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00	\$ 44.73	\$ 1,341.90
10	Sewer, SDR-26, 10 inch, Tr Det B, Modified	100	Ft	\$ 450.00	\$ 45,000.00	\$ 175.00	\$ 17,500.00	\$ 345.44	\$ 34,544.00
11	Dr Structure Tap, 10 inch	1	Ea	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,310.49	\$ 2,310.49
12	Flow Channel, Rem, Construct	2	Ea	\$ 5,000.00	\$ 10,000.00	\$ 2,250.00	\$ 4,500.00	\$ 3,620.30	\$ 7,240.60
13	Sanitary Sewer, Bypass Pumping	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00	\$ 1,099.99	\$ 1,099.99
14	Hand Patching	10	Ton	\$ 250.00	\$ 2,500.00	\$ 225.00	\$ 2,250.00	\$ 260.38	\$ 2,603.80
15	Curb and Gutter, Conc, Det F4, Modified	50	Ft	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 52.25	\$ 2,612.50
16	Driveway, Nonreinf Conc, 6 inch	132	Syd	\$ 60.00	\$ 7,920.00	\$ 40.00	\$ 5,280.00	\$ 106.50	\$ 14,058.00
17	Sidewalk, Conc, 4 inch	45	Sft	\$ 10.00	\$ 450.00	\$ 8.00	\$ 360.00	\$ 11.63	\$ 523.35
18	Sidewalk, Conc, 6 inch	180	Sft	\$ 10.00	\$ 1,800.00	\$ 10.00	\$ 1,800.00	\$ 11.88	\$ 2,138.40
19	Turf Establishment, Performance	190	Syd	\$ 10.00	\$ 1,900.00	\$ 10.00	\$ 1,900.00	\$ 15.41	\$ 2,927.90
20	Pedestrian Type II Barricade, Temp	4	Ea	\$ 150.00	\$ 600.00	\$ 100.00	\$ 400.00	\$ 45.57	\$ 182.28
21	Lighted Arrow, Type C, Furn & Oper	2	Ea	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 130.19	\$ 260.38
22	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 260.38	\$ 260.38
23	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 30.00	\$ 750.00	\$ 15.00	\$ 375.00	\$ 6.51	\$ 162.75
24	Sign, Type B, Temp, Prismatic, Furn & Oper	220	Sft	\$ 10.00	\$ 2,200.00	\$ 5.00	\$ 1,100.00	\$ 2.60	\$ 572.00
25	Traf Regulator Control	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 904.89	\$ 904.89
TOTAL:				\$	119,695.00	\$	72,805.00	\$	90,134.67

DEPT.

HEAD:

Clayton Wehmer

PURCH.

AGENT:

B. Burnett 3/22/24

STAFF

REC.:

Apex Excavating & Underground

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

1-11-25

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

5-30-24

SOLE PROPRIETORSHIP

EXPIRATION DATE:

NA

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

590549818.600-WASH PARK Z1

Bid Items 1-25

Crawford Contracting
2502 S Meridian Rd
Mt Pleasant, Mi 48858
989-775-6622

L.A. Construction Corporation
3453 N Linden Rd
Flint, Mi 48504
810-659-7565

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$10,900	1	LSUM	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00		\$ -
2	Sewer, Rem, Less than 24 inch	100	Ft	\$ 25.00	\$ 2,500.00	\$ 30.00	\$ 3,000.00	\$	-
3	Curb and Gutter, Rem	50	Ft	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$	-
4	Pavt, Rem	150	Syd	\$ 15.00	\$ 2,250.00	\$ 18.00	\$ 2,700.00	\$	-
5	Sidewalk, Rem	25	Syd	\$ 12.00	\$ 300.00	\$ 21.00	\$ 525.00	\$	-
6	Erosion Control, Inlet Protection, Fabric Drop	10	Ea	\$ 125.00	\$ 1,250.00	\$ 122.00	\$ 1,220.00	\$	-
7	Subbase, CIP	18	Cyd	\$ 50.00	\$ 900.00	\$ 114.00	\$ 2,052.00	\$	-
8	Aggregate Base, 8 inch, Modified	18	Syd	\$ 100.00	\$ 1,800.00	\$ 40.00	\$ 720.00	\$	-
9	Maintenance Gravel	30	Ton	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00	\$	-
10	Sewer, SDR-26, 10 inch, Tr Det B, Modified	100	Ft	\$ 600.00	\$ 60,000.00	\$ 1,325.00	\$ 132,500.00	\$	-
11	Dr Structure Tap, 10 inch	1	Ea	\$ 2,000.00	\$ 2,000.00	\$ 1,015.00	\$ 1,015.00	\$	-
12	Flow Channel, Rem, Construct	2	Ea	\$ 3,500.00	\$ 7,000.00	\$ 5,500.00	\$ 11,000.00	\$	-
13	Sanitary Sewer, Bypass Pumping	1	LSUM	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00	\$	-
14	Hand Patching	10	Ton	\$ 400.00	\$ 4,000.00	\$ 550.00	\$ 5,500.00	\$	-
15	Curb and Gutter, Conc, Det F4, Modified	50	Ft	\$ 60.00	\$ 3,000.00	\$ 68.00	\$ 3,400.00	\$	-
16	Driveway, Nonreinf Conc, 6 inch	132	Syd	\$ 60.00	\$ 7,920.00	\$ 107.00	\$ 14,124.00	\$	-
17	Sidewalk, Conc, 4 inch	45	Sft	\$ 10.00	\$ 450.00	\$ 13.00	\$ 585.00	\$	-
18	Sidewalk, Conc, 6 inch	180	Sft	\$ 12.00	\$ 2,160.00	\$ 15.50	\$ 2,790.00	\$	-
19	Turf Establishment, Performance	190	Syd	\$ 10.00	\$ 1,900.00	\$ 11.00	\$ 2,090.00	\$	-
20	Pedestrian Type II Barricade, Temp	4	Ea	\$ 84.00	\$ 336.00	\$ 90.00	\$ 360.00	\$	-
21	Lighted Arrow, Type C, Furn & Oper	2	Ea	\$ 672.00	\$ 1,344.00	\$ 360.00	\$ 720.00	\$	-
22	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$	-
23	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 24.00	\$ 600.00	\$ 18.00	\$ 450.00	\$	-
24	Sign, Type B, Temp, Prismatic, Furn & Oper	220	Sft	\$ 4.35	\$ 957.00	\$ 5.00	\$ 1,100.00	\$	-
25	Traf Regulator Control	1	LSUM	\$ 19,500.00	\$ 19,500.00	\$ 30,000.00	\$ 30,000.00	\$	-
TOTAL:				\$	174,317.00	\$	280,001.00	\$	-



MEMORANDUM

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

DATE: April 1, 2024

TO: City Council

FROM: Lizzie Fredrick, Downtown Development Authority/Owosso Main Street Executive Director

SUBJECT: New Downtown Streetlights Bid Award

RECOMMENDATION:

Approval of the low responsive bid from Spring City Electrical Mfg Co. of Spring City, PA for the New Downtown Streetlights in the amount of \$115,518.00.

BACKGROUND:

Bids were received on March 12, 2024, for the New Downtown Streetlights. This includes purchasing new streetlights for portions of Washington Street, Comstock Street, Main Street, and Park Street. See attached streetlight specifications. Two (2) bids were received with Spring City Electrical Mfg Co. being the low responsive bidder.

FISCAL IMPACTS:

Funds for the streetlights are to be charged to General Fund Account No. 101-000-540.000-DDASTRLITE in the amount of \$115,518.00. These expenses will be partially reimbursed by ARPA funds (\$275,000.00) and a MEDC Revitalization and Placemaking Program (RAP 2.0) grant (\$300,000.00). A transfer of DDA TIF funds to the General Fund will be necessary for any overages.

Master Plan Implementation Goals: 1.9, 2.9, 3.4, 3.10, 4.5, 5.12

Attachment: (1) Resolution
(2) Streetlight Specifications
(3) Bid Tab

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF THE NEW DOWNTOWN STREETLIGHTS
FROM SPRING CITY ELECTRICAL MFG CO. OF SPRING CITY, PENNSYLVANIA**



WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined replacing the streetlights on portions of Washington Street, Comstock Street, Main Street, and Park Street is advisable, necessary, and in the public's best interest; and

WHEREAS, the City of Owosso sought bids for the purchase of New Downtown Streetlights for the 2024 Street Light Project, and the low responsive bid was received from Spring City Electrical Mfg Co. in the amount of \$115,518.00; and

WHEREAS, Spring City Electrical Mfg Co. is hereby determined to be qualified to provide said streetlights.

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's best interest to purchase 26 Yorktown LED luminaires with Regency lamp posts from Spring City Electrical Mfg Co. in the amount of \$115,518.00.
- SECOND: the contract between the City of Owosso, Michigan and Spring City Electrical Mfg Co. shall be in the form of a City Purchase Order.
- THIRD: the accounts payable department is authorized to pay Spring City Electrical Mfg Co. up to the purchase order amount of \$115,518.00 upon satisfactory delivery of said streetlights.
- FOURTH: the above expenses shall be paid from General Fund account no. 101-000-540.000-DDASTRLITE, and other funds as appropriate. These expenses will be partially reimbursed by ARPA funds and an MEDC Revitalization and Placemaking Program (RAP 2.0) grant with any overages being funded by a transfer of DDA TIF funds to the general fund.

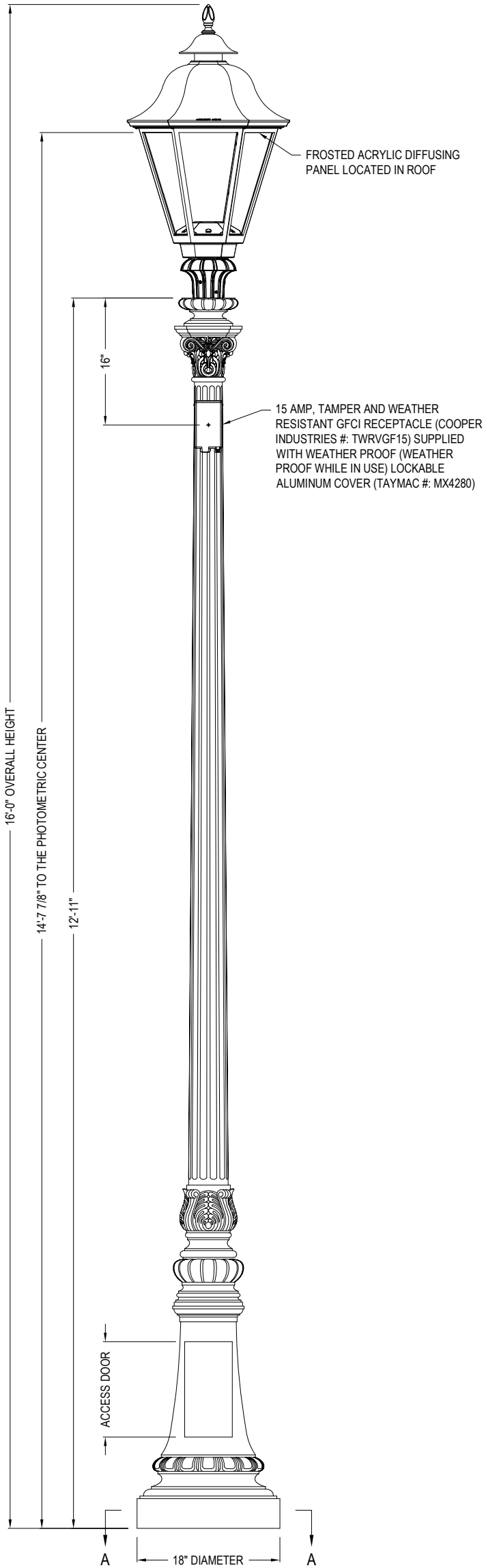
CITY OF OWOSSO BID TABULATION SHEET								DATE	3/12/2024
								DEPT.	DDA
SUBJECT: New Downtown Streetlights				Spring City Electrical One South Main Street Spring City, PA 19475 610-948-4000		Technology International, Inc 1331 S International Pkwy Suite 2251 Lake Mary, FL 32746 407-359-2373			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	STYLE: REGENCY LAMP POST	26	EA	\$ 2,900.00	\$ 75,400.00	2,700.00	\$ 70,200.00		
2	STYLE: YORKTOWN FULL CUT OFF LED LUMINAIRE WITH OPEN CAGE HEIGHT: 37"	26	EA	\$ 1,543.00	\$ 40,118.00	2,700.00	\$ 70,200.00		
Total:					\$ 115,518.00		\$ 140,400.00		
DEPT HEAD				GENERAL LIABILITY INSURANCE		AWARDED:			
				EXPIRATION DATE:		N/A			
PURCH. AGENT:	 3/2024			WORKERS COMPENSATION INSURANCE		COUNCIL			
				EXPIRATION DATE:		N/A		APPROVED:	
STAFF REC.:	Spring City Electric			SOLE PROPRIETORSHIP		PO NUMBER:			
				EXPIRATION DATE:		N/A			

101.441.979.000 - DDA STRLITE

275K Amps
300 K MEDC grant
54K DDA TIF

EPA INFORMATION						
SECTION	PROJECTED AREA (Sq. Ft.)	X CENTROID (Ft.)	Y CENTROID (Ft.)	Cd	EPA (Sq. Ft.)	WEIGHT (lbs.)
POST	6.20	0.00 Ft.	5.15 Ft.	1.20	7.44	585
LUMINAIRE	1.64	0.00 Ft.	14.48 Ft.	1.20	1.97	40
Drag Coefficient According To Standard Specifications for Structural Supports (Table 3.8.6-1)				OVERALL WEIGHT		625

This drawing is property of Spring City Elect. Mfg. and is issued to the recipient with the understanding that it shall not be copied, duplicated, passed on to unauthorized parties, nor used for any purpose other than that for which it is specifically furnished except with Spring City's written permission.

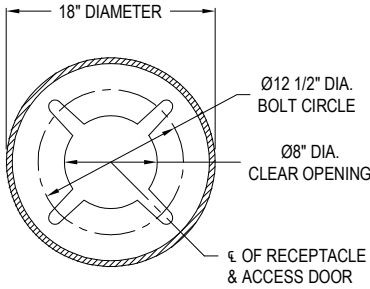


LUMINAIRE SPECIFICATIONS




STYLE:	YORKTOWN FULL CUT OFF LED LUMINAIRE WITH OPEN CAGE
HEIGHT:	37"
WIDTH:	20 1/2" HEXAGONAL (POINT TO POINT)
MATERIAL:	CAST ALUMINUM ALLOY A.N.S.I. 356, PER A.S.T.M. B26-95
PANEL:	FROSTED ACRYLIC
FINISH:	POWDER COAT - RIVER TEXTURE GLOSS BLACK
LAMPING:	100 WATT LED SYSTEM
VOLTAGE:	ELECTRONICALLY WIRED AT 120-277 VOLTS
COLOR TEMP.:	3000K (WARM WHITE)
DISTRIBUTION:	TYPE IV (ASYMMETRIC DISTRIBUTION)
SURGE:	10KV SURGE PROTECTION
MODIFIER:	<ul style="list-style-type: none">GETTYSBURG FITTER (M2)BOROUGH FINIAL (FBR)
CATALOG NO.:	ALMYRK-M2-LE100-EVX-2F2-30-CR4-YPLF-FBR-CU

LAMP POST SPECIFICATIONS

STYLE:	REGENCY
HEIGHT:	12'-11"
PHOTOMETRIC CENTER:	14'-7 7/8"
BASE:	18" DIAMETER
MATERIAL:	ONE PIECE, CAST DUCTILE IRON PER A536-84 GRADE 65-45-12
FINISH:	POWDER COAT - RIVER TEXTURE GLOSS BLACK
ACCESS DOOR:	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET SECURITY MACHINE SCREWS
GROUND PROVISIONS:	DRILL AND TAP INSIDE WALL OF BASE OPPOSITE ACCESS DOOR TO ACCOMMODATE A 1/4"-20 GROUND STUD (STUD SUPPLIED BY OTHERS)
ANCHOR BOLTS:	(4) 3/4" DIA. X 24" LONG + 3" HOOK (FULLY GALVANIZED WITH 1 GALVANIZED NUT AND 1 GALVANIZED WASHER PER BOLT)
BOLT PROJECTION:	3" REQUIRED
TENON:	2 7/8" DIA. X 3" HIGH (TO ACCEPT LUMINAIRE)
MODIFIER:	<ul style="list-style-type: none">15 AMP GFCI RECEPTACLE WITH IN-USE COVER (GFWI)
CATALOG NO.:	
POST:	DPSRGN-18-12.92-TN2.88-3.00-GFWI-CU
ANCHOR BOLT:	323/1NW



SECTION A-A
BASE PLATE DETAIL

 REVISED BY: B.K.R.		DATE: 02-02-2024	
 REVISED BY: B.K.R.		DATE: 03-16-2022	
<div><div><h1>Spring City Electrical Mfg. Co.</h1><p>HALL AND MAIN STREETS - P.O. BOX 19 - SPRING CITY, PA. 19475 PHONE (610) 948-4000 - FAX (610) 948-5577 - WWW.SPRINGCITY.COM</p></div></div>			
DESCRIPTION	THE 12'-11" REGENCY LAMP POST WITH THE YORKTOWN FULL CUT-OFF LED LUMINAIRE		
OPPORTUNITY	CITY OF OWOSSO, MI		
SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	B.K.R.	02-02-2022	SPEC-33536



MEMORANDUM

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

DATE: April 1, 2024
TO: City Council
FROM: Clayton Wehner, Director of Engineering
SUBJECT: 2024 Street Light Project Bid Award

RECOMMENDATION:

Award of street light installation services to J. Ranck Electric, Inc. of Mt Pleasant, Michigan, for the 2024 Street Light Project in the amount of \$504,191.25.

BACKGROUND:

Bids were received on March 12, 2024 for the 2024 Street Light Project. This work includes removing existing street lights; and installing new street lights, conduit, electric wire along with concrete restoration along portions of Washington Street, Comstock Street, Main Street, and Park Street. See attached project map. Four (4) bids were received with J. Ranck Electric, Inc. being the low responsive bidder.

FISCAL IMPACTS:

Funds for this work are to be charged to General Fund Account No. 101-000-540.000-DDASTRLITE, and other funds as appropriate, in the amount of \$504,191.25, plus contingency funds for field adjustments in the amount of \$10,000.00 for a total of \$514,191.25. These expenses will be partially reimbursed by ARPA funds (\$275,000.00) and a MEDC Revitalization and Placemaking Program (RAP 2.0) grant (\$300,000.00). A transfer of DDA TIF funds to the General Fund will be necessary for any overages.

Attachment: (1) Resolution
(2) Project Map
(3) Bid Tab

MASTER PLAN IMPLEMENTATION GOALS: 1.9, 2.9, 3.4, 3.10, 4.5, 5.12

RESOLUTION NO.

**AUTHORIZING THE AWARD OF THE 2024 STREET LIGHT PROJECT
TO J. RANCK ELECTRIC, INC. OF MT PLEASANT, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined replacing the decorative street lights on portions of Washington Street, Comstock Street, Main Street, and Park Street is advisable, necessary, and in the public's best interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these street lights as part of the 2024 Street Light Project, and the low responsive bid was received from J. Ranck Electric, Inc. in the amount of \$504,191.25; and

WHEREAS, J. Ranck Electric, Inc. is hereby determined to be qualified to provide such services.

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

- FIRST: the City of Owosso has heretofore determined that it is advisable, necessary and in the public's best interest to employ J. Ranck Electric, Inc. to replace street lights as part of the 2024 Street Light Project.
- SECOND: the mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with J. Ranck Electric, Inc. in the amount of \$504,191.25.
- THIRD: the accounts payable department is authorized to pay J. Ranck Electric, Inc. for work satisfactorily completed on the project up to the initial contact amount of \$504,191.25, plus contingency in the amount of \$10,000.00 with prior written authorization for a total of \$514,191.25.
- FOURTH: the above expenses shall be paid from General Fund account no. 101-000-540.000-DDASTRLITE, and other funds as appropriate. These expenses will be partially reimbursed by ARPA funds and an MEDC Revitalization and Placemaking Program (RAP 2.0) grant with any overages being funded by a transfer of DDA TIF funds to the general fund.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

J. Ranck Electric, Inc.

2024 Street Light Project

April 2024

CONTRACT

THIS AGREEMENT is made on April ____, 2024 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and J. Ranck Electric, Inc. ("contractor"), a Michigan company, whose address is 1993 Gover Parkway, Mt Pleasant, Michigan 48858.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "2024 Street Light Project", as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds
- General conditions
- Standard specifications
- Detailed specifications

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed five hundred four thousand one hundred ninety-one dollars and twenty-five cents (\$504,191.25). No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

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

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Robert J. Teich, Jr., Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/12/2024
DEPT. Engineering

SUBJECT: 2024 Street Light Project

Page 1 of 3

Items 1-54:

Engineer's Estimate

J. Ranck Electric, Inc
1993 Gover Parkway
Mt. Pleasant, Mi 48858
989-775-7393RCI Electrical Contracting
2195 Imlay City Road
Lapeer, Mi 48446
810-614-4668/810-728-2520

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$45,400	1	LSUM	\$ 45,400.00	\$ 45,400.00	\$ 45,400.00	\$ 45,400.00	\$ 45,000.00	\$ 45,000.00
2	Curb and Gutter, Rem	70	Ft	\$ 15.00	\$ 1,050.00	\$ 19.00	\$ 1,330.00	\$ 35.00	\$ 2,450.00
3	Pavt, Rem, Modified	50	Syd	\$ 15.00	\$ 750.00	\$ 28.00	\$ 1,400.00	\$ 20.00	\$ 1,000.00
4	Sidewalk, Rem, Modified	815	Syd	\$ 15.00	\$ 12,225.00	\$ 18.00	\$ 14,670.00	\$ 38.00	\$ 30,970.00
5	Erosion Control, Inlet Protection, Fabric Drop	13	Ea	\$ 125.00	\$ 1,625.00	\$ 250.00	\$ 3,250.00	\$ 200.00	\$ 2,600.00
6	Subbase, CIP	95	Cyd	\$ 30.00	\$ 2,850.00	\$ 20.00	\$ 1,900.00	\$ 105.00	\$ 9,975.00
7	Aggregate Base, 8 inch, Modified	50	Syd	\$ 20.00	\$ 1,000.00	\$ 13.00	\$ 650.00	\$ 105.00	\$ 5,250.00
8	Hand Patching	25	Ton	\$ 175.00	\$ 4,375.00	\$ 300.00	\$ 7,500.00	\$ 260.00	\$ 6,500.00
9	Curb and Gutter, Conc, Det F4	40	Ft	\$ 40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 85.00	\$ 3,400.00
10	Detectable Warning Surface, Modified	20	Ft	\$ 100.00	\$ 2,000.00	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00
11	Curb Ramp Opening, Conc	30	Ft	\$ 35.00	\$ 1,050.00	\$ 32.00	\$ 960.00	\$ 15.00	\$ 450.00
12	Curb Ramp, Conc, 4 inch	100	Sft	\$ 9.00	\$ 900.00	\$ 8.00	\$ 800.00	\$ 12.00	\$ 1,200.00
13	Curb Ramp, Conc, 7 inch	100	Sft	\$ 10.00	\$ 1,000.00	\$ 8.00	\$ 800.00	\$ 16.00	\$ 1,600.00
14	Sidewalk, Conc, 4 inch	6,575	Sft	\$ 6.00	\$ 39,450.00	\$ 7.00	\$ 46,025.00	\$ 12.00	\$ 78,900.00
15	Sidewalk, Conc, 6 inch	105	Sft	\$ 8.00	\$ 840.00	\$ 7.00	\$ 735.00	\$ 14.00	\$ 1,470.00
16	Sidewalk, Conc, 4 inch, Decorative	590	Sft	\$ 20.00	\$ 11,800.00	\$ 25.00	\$ 14,750.00	\$ 28.00	\$ 16,520.00
17	Sign, Type III, Rem	5	Ea	\$ 20.00	\$ 100.00	\$ 50.00	\$ 250.00	\$ 60.00	\$ 300.00
18	Sign, Type III, Erect, Salv	5	Ea	\$ 60.00	\$ 300.00	\$ 50.00	\$ 250.00	\$ 60.00	\$ 300.00
19	Post, Steel, 3 Pound	50	Ft	\$ 10.00	\$ 500.00	\$ 8.50	\$ 425.00	\$ 10.25	\$ 512.50
20	Maintenance Gravel	50	Ton	\$ 30.00	\$ 1,500.00	\$ 25.00	\$ 1,250.00	\$ 80.00	\$ 4,000.00
21	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	18	Ea	\$ 150.00	\$ 2,700.00	\$ 60.00	\$ 1,080.00	\$ 72.00	\$ 1,296.00
22	Pedestrian Type II Channelizer, Temp	1500	Ft	\$ 25.00	\$ 37,500.00	\$ 10.00	\$ 15,000.00	\$ 12.00	\$ 18,000.00
23	Lighted Arrow, Type C, Furn & Oper	1	Ea	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 400.00	\$ 480.00	\$ 480.00
24	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,075.00	\$ 8,075.00
25	Plastic Drum, High Intensity, Furn & Oper	100	Ea	\$ 25.00	\$ 2,500.00	\$ 12.00	\$ 1,200.00	\$ 14.40	\$ 1,440.00
26	Sign, Type B, Temp, Prismatic, Furn & Oper	140	Sft	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00	\$ 6.00	\$ 840.00
27	Hh, Rem	28	Ea	\$ 500.00	\$ 14,000.00	\$ 275.00	\$ 7,700.00	\$ 20.00	\$ 560.00
28	Light Std Fdn, Rem	49	Ea	\$ 700.00	\$ 34,300.00	\$ 300.00	\$ 14,700.00	\$ 300.00	\$ 14,700.00
29	Light Std Shaft, Rem and Salv	48	Ea	\$ 600.00	\$ 28,800.00	\$ 300.00	\$ 14,400.00	\$ 125.00	\$ 6,000.00
30	Luminaire, Rem and Salv	48	Ea	\$ 215.00	\$ 10,320.00	\$ 150.00	\$ 7,200.00	\$ 70.00	\$ 3,360.00
31	Conduit, Directional Bore, 1, 1 1/2 inch	2395	Ft	\$ 25.00	\$ 59,875.00	\$ 30.00	\$ 71,850.00	\$ 22.00	\$ 52,690.00
32	Conduit, Directional Bore, 2, 1 1/2 inch	35	Ft	\$ 50.00	\$ 1,750.00	\$ 135.00	\$ 4,725.00	\$ 44.00	\$ 1,540.00
33	Cable St Ltg, 2kV, 2, 1/C #6 and 1, 1/C #6 Neutral	2435	Ft	\$ 8.00	\$ 19,480.00	\$ 7.50	\$ 18,262.50	\$ 18.00	\$ 43,830.00
34	Cable St Ltg, 2kV, 1, 1/C #10 and 1, 1/C #10 Neutral	4,435	Ft	\$ 4.00	\$ 17,740.00	\$ 3.25	\$ 14,413.75	\$ 8.00	\$ 35,480.00
35	Cable, Equipment Grounding Wire, 1/C #6	2,435	Ft	\$ 2.00	\$ 4,870.00	\$ 2.50	\$ 6,087.50	\$ 3.00	\$ 7,305.00
36	Cable, Equipment Ground Wire, 1/C #10	4,435	Ft	\$ 2.00	\$ 8,870.00	\$ 1.50	\$ 6,652.50	\$ 1.00	\$ 4,435.00
37	Hh, Polymer Conc	22	Ea	\$ 1,000.00	\$ 22,000.00	\$ 1,650.00	\$ 36,300.00	\$ 600.00	\$ 13,200.00
38	Metered Serv	3	Ea	\$ 2,600.00	\$ 7,800.00	\$ 12,575.00	\$ 37,725.00	\$ 3,500.00	\$ 10,500.00
39	Metered Serv, Rem	2	Ea	\$ 300.00	\$ 600.00	\$ 650.00	\$ 1,300.00	\$ 350.00	\$ 700.00
40	Serv Disconnect	3	Ea	\$ 1,300.00	\$ 3,900.00	\$ 1,500.00	\$ 4,500.00	\$ 1,200.00	\$ 3,600.00
41	Serv Disconnect, Rem	2	Ea	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00	\$ 350.00	\$ 700.00
42	Light Std Fdn	26	Ea	\$ 2,000.00	\$ 52,000.00	\$ 2,000.00	\$ 52,000.00	\$ 2,300.00	\$ 59,800.00
43	Light Std Shaft, Install	26	Ea	\$ 800.00	\$ 20,800.00	\$ 1,000.00	\$ 26,000.00	\$ 300.00	\$ 7,800.00
44	Luminaire, Install	26	Ea	\$ 225.00	\$ 5,850.00	\$ 250.00	\$ 6,500.00	\$ 150.00	\$ 3,900.00
TOTAL:				\$	499,070.00	\$	504,191.25	\$	514,128.50

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/12/2024

CITY OF OWOSSO BID TABULATION SHEET

SUBJECT: 2024 Street Light Project

DATE 3/12/2024

DEPT. Engineering

Page 3 of 3

Items 1-54:

Engineer's Estimate

LeCom, LLC
27663 Mound Road
Warren, Mi 48092
586-573-7180

Rauhorn Electric, Inc
14140 33 Mile Road
Bruce Twp., Mi 48065
586-992-0400

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$45,400	1	LSUM	\$ 45,400.00	\$ 45,400.00	\$ 42,400.00	\$ 42,400.00	\$ 45,400.00	\$ 45,400.00
2	Curb and Gutter, Rem	70	Ft	\$ 15.00	\$ 1,050.00	\$ 22.00	\$ 1,540.00	\$ 22.50	\$ 1,575.00
3	Pavt, Rem, Modified	50	Syd	\$ 15.00	\$ 750.00	\$ 42.00	\$ 2,100.00	\$ 33.50	\$ 1,675.00
4	Sidewalk, Rem, Modified	815	Syd	\$ 15.00	\$ 12,225.00	\$ 16.00	\$ 13,040.00	\$ 21.30	\$ 17,359.50
5	Erosion Control, Inlet Protection, Fabric Drop	13	Ea	\$ 125.00	\$ 1,625.00	\$ 75.00	\$ 975.00	\$ 296.00	\$ 3,848.00
6	Subbase, CIP	95	Cyd	\$ 30.00	\$ 2,850.00	\$ 41.00	\$ 3,895.00	\$ 23.66	\$ 2,247.70
7	Aggregate Base, 8 inch, Modified	50	Syd	\$ 20.00	\$ 1,000.00	\$ 28.60	\$ 1,430.00	\$ 15.39	\$ 769.50
8	Hand Patching	25	Ton	\$ 175.00	\$ 4,375.00	\$ 365.00	\$ 9,125.00	\$ 947.00	\$ 23,675.00
9	Curb and Gutter, Conc, Det F4	40	Ft	\$ 40.00	\$ 1,600.00	\$ 71.50	\$ 2,860.00	\$ 47.35	\$ 1,894.00
10	Detectable Warning Surface, Modified	20	Ft	\$ 100.00	\$ 2,000.00	\$ 75.00	\$ 1,500.00	\$ 59.16	\$ 1,183.20
11	Curb Ramp Opening, Conc	30	Ft	\$ 35.00	\$ 1,050.00	\$ 49.50	\$ 1,485.00	\$ 37.86	\$ 1,135.80
12	Curb Ramp, Conc, 4 inch	100	Sft	\$ 9.00	\$ 900.00	\$ 14.40	\$ 1,440.00	\$ 9.48	\$ 948.00
13	Curb Ramp, Conc, 7 inch	100	Sft	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00	\$ 9.48	\$ 948.00
14	Sidewalk, Conc, 4 inch	6,575	Sft	\$ 6.00	\$ 39,450.00	\$ 10.35	\$ 68,051.25	\$ 8.28	\$ 54,441.00
15	Sidewalk, Conc, 6 inch	105	Sft	\$ 8.00	\$ 840.00	\$ 11.00	\$ 1,155.00	\$ 8.28	\$ 869.40
16	Sidewalk, Conc, 4 inch, Decorative	590	Sft	\$ 20.00	\$ 11,800.00	\$ 22.00	\$ 12,980.00	\$ 29.59	\$ 17,458.10
17	Sign, Type III, Rem	5	Ea	\$ 20.00	\$ 100.00	\$ 1,125.00	\$ 5,625.00	\$ 50.00	\$ 250.00
18	Sign, Type III, Erect, Salv	5	Ea	\$ 60.00	\$ 300.00	\$ 1,250.00	\$ 6,250.00	\$ 50.00	\$ 250.00
19	Post, Steel, 3 Pound	50	Ft	\$ 10.00	\$ 500.00	\$ 40.00	\$ 2,000.00	\$ 8.50	\$ 425.00
20	Maintenance Gravel	50	Ton	\$ 30.00	\$ 1,500.00	\$ 35.00	\$ 1,750.00	\$ 42.00	\$ 2,100.00
21	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	18	Ea	\$ 150.00	\$ 2,700.00	\$ 25.00	\$ 450.00	\$ 60.00	\$ 1,080.00
22	Pedestrian Type II Channelizer, Temp	1500	Ft	\$ 25.00	\$ 37,500.00	\$ 8.00	\$ 12,000.00	\$ 10.00	\$ 15,000.00
23	Lighted Arrow, Type C, Furn & Oper	1	Ea	\$ 2,000.00	\$ 2,000.00	\$ 1,125.00	\$ 1,125.00	\$ 500.00	\$ 500.00
24	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 8,242.60	\$ 8,242.60	\$ 40,050.00	\$ 40,050.00
25	Plastic Drum, High Intensity, Furn & Oper	100	Ea	\$ 25.00	\$ 2,500.00	\$ 22.00	\$ 2,200.00	\$ 12.00	\$ 1,200.00
26	Sign, Type B, Temp, Prismatic, Furn & Oper	140	Sft	\$ 5.00	\$ 700.00	\$ 21.00	\$ 2,940.00	\$ 5.00	\$ 700.00
27	Hh, Rem	28	Ea	\$ 500.00	\$ 14,000.00	\$ 250.00	\$ 7,000.00	\$ 302.00	\$ 8,456.00
28	Light Std Fdn, Rem	49	Ea	\$ 700.00	\$ 34,300.00	\$ 825.00	\$ 40,425.00	\$ 244.00	\$ 11,956.00
29	Light Std Shaft, Rem and Salv	48	Ea	\$ 600.00	\$ 28,800.00	\$ 1,325.00	\$ 63,600.00	\$ 179.00	\$ 8,592.00
30	Luminaire, Rem and Salv	48	Ea	\$ 215.00	\$ 10,320.00	\$ 175.00	\$ 8,400.00	\$ 87.00	\$ 4,176.00
31	Conduit, Directional Bore, 1, 1 1/2 inch	2395	Ft	\$ 25.00	\$ 59,875.00	\$ 41.00	\$ 98,195.00	\$ 35.00	\$ 83,825.00
32	Conduit, Directional Bore, 2, 1 1/2 inch	35	Ft	\$ 50.00	\$ 1,750.00	\$ 20.00	\$ 700.00	\$ 65.00	\$ 2,275.00
33	Cable St Ltg, 2kV, 2, 1/C #6 and 1, 1/C #6 Neutral	2435	Ft	\$ 8.00	\$ 19,480.00	\$ 9.33	\$ 22,718.55	\$ 18.55	\$ 45,169.25
34	Cable St Ltg, 2kV, 1, 1/C #10 and 1, 1/C #10 Neutral	4,435	Ft	\$ 4.00	\$ 17,740.00	\$ 2.59	\$ 11,486.65	\$ 9.55	\$ 42,354.25
35	Cable, Equipment Grounding Wire, 1/C #6	2,435	Ft	\$ 2.00	\$ 4,870.00	\$ 2.01	\$ 4,894.35	\$ 1.85	\$ 4,504.75
36	Cable, Equipment Ground Wire, 1/C #10	4,435	Ft	\$ 2.00	\$ 8,870.00	\$ 3.53	\$ 15,655.55	\$ 1.85	\$ 8,204.75
37	Hh, Polymer Conc	22	Ea	\$ 1,000.00	\$ 22,000.00	\$ 198.00	\$ 4,356.00	\$ 4,858.00	\$ 106,876.00
38	Metered Serv	3	Ea	\$ 2,600.00	\$ 7,800.00	\$ 8,500.00	\$ 25,500.00	\$ 10,287.00	\$ 30,861.00
39	Metered Serv, Rem	2	Ea	\$ 300.00	\$ 600.00	\$ 2,000.00	\$ 4,000.00	\$ 603.00	\$ 1,206.00
40	Serv Disconnect	3	Ea	\$ 1,300.00	\$ 3,900.00	\$ 1,250.00	\$ 3,750.00	\$ 1,501.00	\$ 4,503.00
41	Serv Disconnect, Rem	2	Ea	\$ 200.00	\$ 400.00	\$ 1,250.00	\$ 2,500.00	\$ 200.00	\$ 400.00
42	Light Std Fdn	26	Ea	\$ 2,000.00	\$ 52,000.00	\$ 2,620.00	\$ 68,120.00	\$ 1,884.00	\$ 48,984.00
43	Light Std Shaft, Install	26	Ea	\$ 800.00	\$ 20,800.00	\$ 1,915.00	\$ 49,790.00	\$ 1,247.00	\$ 32,422.00
44	Luminaire, Install	26	Ea	\$ 225.00	\$ 5,850.00	\$ 355.00	\$ 9,230.00	\$ 94.00	\$ 2,444.00
TOTAL:				\$	499,070.00	\$	648,379.95	\$	684,191.20

SUBJECT: 2024 Street Light Project
Page 2 of 3

DEPT. Engineering

DEPT. HEAD: Clayton Wehner

PURCH. AGENT: Dr. Barnett 3/2024

STAFF REC.: J.Ranck Electric, Inc

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 7-1-24

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 7-1-24

SOLE PROPRIETORSHIP
EXPIRATION DATE: NA

AWARDED: _____

COUNCIL
APPROVED: _____

PO NUMBER: _____

161-441.979.000. DDASTRLITE

275K Appa
300K MEDC grant
54K DDATIF



Aerial View of Subject Area

Subject Area

0 50 100 150 200 Feet

City of Owosso Engineering Dept. GIS Office
21 June 2023



MEMORANDUM

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

DATE: April 1, 2024

TO: Mayor Teich and Owosso City Council

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

SUBJECT: DPW – Purchase One (1) John Deere 325G Compact Track Loader
Sourcewell Program ULVN0020

RECOMMENDATION:

Approval to purchase one (1) John Deere 325G Compact Track Loader and accessories from AIS Construction Equipment Corporation, in the amount of \$115,464.11.

BACKGROUND:

Back in 1999, the City purchased our current 4x4 skid steer, which had an estimated working lifespan of fifteen (15) years. This piece of equipment is 25 years old. The useful and safe service life of this equipment has expired, and it is no longer economical to maintain.

Staff has recommended upgrading to a compact track loader over a 4x4 wheeled skid steer. A large portion of our heavy duty equipment is already John Deere. John Deere has a universal driving/operational setup, if you are able to drive/operate one, you can drive/operate all of their equipment. As well as streamlining an efficient fleet maintenance/repair and tooling system. This unit will also add redundancy to the fleet of essential equipment.

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

FISCAL IMPACTS:

The compact track loader was included in the fiscal year 2023/24 budget. Funds will be expended from the Fleet Motor Pool Replacement Account 661-901-979.000 in amount of \$115,464.11.

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

Attachments: (1) Resolution
(2) AIS Sourcewell Quote

RESOLUTION NO.

**AUTHORIZING PURCHASE AGREEMENT FOR
ONE JOHN DEERE 325G COMPACT TRACK LOADER
FROM A I S CONSTRUCTION EQUIPMENT CORPORATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Department of Public Works requiring the use of compact track loader(s); and

WHEREAS, the City of Owosso, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of one (1) compact track loader and accessories; and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the equipment on the Sourcewell Program as priced by A I S Construction Equipment Corporation, and recommends authorizing a purchase agreement between the City of Owosso and A I S Construction Equipment Corporation for the acquisition of one (1) John Deere 325G Compact Track Loader and accessories on the Sourcewell Program ULNV0020 in the amount of \$115,464.11 total; and

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

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with A I S Construction Equipment Corporation for the purchase of one (1) John Deere 325G Compact Track Loader and accessories on Sourcewell Program ULNV0020, for use in the Fleet Motor Pool, in the amount of \$115,464.11.
- SECOND: The accounts payable department is authorized to submit payment to A I S Construction Equipment Corporation in the amount of \$115,464.11.
- THIRD: The above expenses shall be paid from account no. 661-901-979.000.

**GRAND RAPIDS**

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

LANSING

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

SAGINAW

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

RICHMOND

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

TRAVERSE CITY

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

WEST DETROIT

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

March 1, 2024

Mr. Zach Ryan
City of Owosso Public Works
522 Milwaukee St.
Owosso, MI 48867

RE: Sourcewell Program ULNV0020 Pricing For New Deere 325G.

Dear Mr. Ryan,

AIS Construction Equipment Corp & John Deere are pleased to provide you the following pricing for a new Deere model 325G compact track loader.
Pricing is current Sourcewell Program ULNV0020 pricing and as such will be firm until there is a manufacturer list price increase.

One (1) New John Deere 325G as outlined in the attached equip details pages,

List Price	\$	100,965.00
Less Sourcewell Discount 30%	(30,289.50)
Sub-Total	\$	70,675.50
PDI 1.5%		1,060.13
AT322310 78" bucket w/BOCE		2,503.00
BYT10226 severe duty door		3,201.00
AT348835 weight kits (3 @ 172 lbs.)		1,161.00
BYT10048 beacon installed		329.00
BYT10680 SMV sign installed		180.00
BYT12804 hazard warning lights installed		225.00
48" forks & carriage		1,500.00
Hard copy parts & service manuals		525.00
Install & set-up		750.00
Factory freight & delivery		3,100.00
One (1) New John Deere PR84B power rake (net of discounts)		12,706.50
One (1) New Blue Diamond Swing Arm Brush Cutter		
Net of discounts		17,547.98
TOTAL CASH PRICE DELIVERED	\$	115,464.11

As AIS is authorized vendor for Sourcewell Program 011723-JDC, if PO issued it should be made out to:

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

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

Sincerely,
AIS Construction Equipment Co.

Craig Vick

Craig Vick
Governmental Sales Manager
586-634-2760

ckv



MEMORANDUM

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

DATE: April 1, 2024

TO: Mayor Teich and Owosso City Council

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

SUBJECT: Joint Solicitation–Lansing Board of Water & Light (LBWL) Consortium for Bulk – FY2024-25

RECOMMENDATION:

Authorization to enter into purchase orders with PVS Technologies, Inc. JCI Jones Chemicals, Inc., and Graymont Western Lime Inc. for bulk chemicals necessary for treatment of potable water and wastewater.

BACKGROUND:

The Lansing Board of Water & Light solicits bids each year for bulk chemicals for its own operations and many other surrounding communities. The following bulk chemicals are the lowest priced available through the competitive bid process for the 2024-2025 budget year:

Ferric Chloride (FeCl₃) is used at the Wastewater Treatment, works for removal of phosphorous and suspended solids. Of the bids received by LBWL, PVS Technologies, Inc. of Detroit, Michigan was the low responsible and responsive bidder at **\$1,168.00**/Dry Ton of FeCl₃ ion. The dry price increased 2% over last year (\$1,150/Dry Ton). 2023 price was \$1,150.00/Dry Ton, 2022 price was \$778.00/Liquid Ton or \$778.00/Dry Ton. Before this prices remained the same from 2019 – 2021 at \$225.00/Liquid Ton and \$592.00/Dry Ton.

Sodium Hypochlorite (NaOCl) is used at the Wastewater Treatment Plant, works for disinfection of process wastewater effluent, and at the Water Filtration Facility for disinfection of potable drinking water. Of the bids received by LBWL, JCI Jones Chemicals, Inc., of Riverview, Michigan was the low responsible and responsive bidder at **\$1.81**/gallon(*higher unit price if amounts less than 4,500 gals per order, **prices can change quarterly). 2023 price was \$2.05/gallon, 2022 price was \$1.59/gallon, 2021 price was \$0.72/gallon, 2020 price was \$0.71/gallon, 2019 price was \$0.746/gallon, and 2018 price was \$0.67/gallon.

CaCO₃ Lime (Pebble Quick Lime) is primarily used for the removal of carbonate hardness and iron from ground water, and also provides some disinfection properties for water. Of the bids received by LBWL, Graymont Western Lime Inc. of Westbend, Wisconsin was the low responsible bidder at **\$189.00**/Dry Ton, an increase of **10%** over last year. 2023 price was \$172.00/Dry Ton, 2022 price was \$149.50/Dry Ton, 2021 price was \$143.50/Dry Ton, 2020 price was \$143.90/Dry Ton, 2019 price was \$143.00/Dry Ton, and 2018 price was \$134.61/Dry Ton.

FISCAL IMPACTS:

FeCl₃ usage estimated for FY2023-2024 is 85.5 ton @ \$1,168.00/Dry Ton for estimated total
..... \$99,864.00

NaOCl usage estimated for FY2023-2024 is 54,000 gallons @ \$1.81/gallon for estimated total
..... \$97,740.00

CaCO₃ usage estimated for FY2023-2024 is 840 ton @ \$189.00/Dry Ton for estimated total
..... \$158,760.00

Document originated by: Ryan E. Suchanek

Attachments: (1) Resolutions
(2) Bid Documents – PVS Technologies, Inc.
(3) Bid Documents – JCI Jones Chemicals, Inc.
(4) Bid Documents – Graymont Western Lime Inc.

Master Plan Implementation Goals: 3.4

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
FOR FERRIC CHLORIDE FROM PVS TECHNOLOGIES, INC.
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2024 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Ferric Chloride (iron) in bulk deliveries for use in treating municipal wastewater; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for ferric chloride; and it is hereby determined that PVS Technologies, Inc. is qualified to provide such product 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: it has theretofore determined that it is advisable, necessary and in the public interest to execute a purchase order with PVS Technologies, Inc. of Detroit, Michigan for the purchase of Ferric Chloride at the price of \$1,168.00 per dry ton, with an estimated usage of 85.5 dry ton for FY 2024-2025.
- SECOND: the accounts payable department is authorized to submit payment to PVS Technologies, Inc. in the estimated amount of \$99,864.00 for FY2024-2025, based on unit prices and actual quantities delivered.
- THIRD: the above expenses shall be paid from the wastewater fund following delivery, and chargeable to account 599-548-743.100.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
SODIUM HYPOCHLORITE WITH JCI JONES CHEMICALS, INC.
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2024 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires sodium hypochlorite in bulk deliveries for use in treating municipal wastewater and drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and it is hereby determined that JCI Jones Chemicals, Inc. of Riverview, Michigan is qualified to provide such product 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: it has theretofore determined that it is advisable, necessary and in the public interest to execute a purchase order with JCI Jones Chemicals, Inc. for the purchase of sodium hypochlorite at the price per gallon noted below, with an estimated total usage of 54,000 gallons for FY2024-2025:

# Gallons Delivered	\$/Gallon
1,000-1,999 gals/del	\$3.58/gal
2,000-2,999 gals/del	\$2.48/gal
3,000-3,999 gals/del	\$2.06/gal
4,000-4,499 gals/del	\$1.87/gal
4,500+ gals/del	\$1.81/gal

SECOND: the accounts payable department is authorized to submit payment to JCI Jones Chemicals, Inc. in the estimated amount of \$97,740.00, which may be exceed based on usage and actual need.

THIRD: the above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 with the estimated amount of \$73,305.00 and to account 591-553-743.000 with the estimated amount of \$24,435.00.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
LIME (PEBBLE QUICK LIME) WITH GRAYMONT WESTERN LIME INC.
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2024 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Lime in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for lime; and it is hereby determined that Graymont Western Lime Inc. of Westbend, Wisconsin is qualified to provide such product 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: it has theretofore determined that it is advisable, necessary and in the public interest to execute a purchase order with Graymont Western Lime Inc. for the purchase Lime at the price of \$189.00 per ton, with an estimated usage of 840 ton for FY2024-2025.
- SECOND: the accounts payable department is authorized to submit payment to Graymont Western Lime Inc., in the estimated amount of \$158,760.00, based on unit prices and actual quantities received.
- THIRD: the above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.



DATE: 3.25.24
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: Approve Blight Grant Agreement – City Club Building – 117 W Exchange St

BACKGROUND:

In summer of 2023, the roof and floors of 117 W Exchange St collapsed into the basement of the structure. The façade of the structure was ordered to be braced and preserved by the Owosso Historic District Commission and the work necessary was completed shortly after the collapse. Then the Building Official began court proceedings against the owner of the property for not cleaning up the property, removing the debris, and managing the water intrusion into the shared foundation. The Shiawassee Circuit Court began proceedings whereby the owner of the property caused a default judgement to be issued because he ignored the Court's attempts to engage him in the process. Ultimately, the Court gave the City permission to clean up the site and charge the cost to the property's tax bill.

The SEDP, through the County Land Bank, approached the city shortly after the Court ruling and offered to try for some blight elimination grant money through the state to assist in the city's efforts to clean up the property – should the city council approve the cleanup. This option was open to the owner during the regular funding rounds, but it did not pan out. The SEDP was able to secure some funding from another project that did not proceed in Owosso Township and the Township Board agreed to release their award to assist the City of Owosso with this project. Those grant funds amount to \$88,873.96.

The City Council is now asked to execute the cleanup of the property in the form of a blight grant agreement with the County Land Bank so that a portion of the project can be funded with these grant funds the SEDP and the City Administration were able to secure after all grant rounds have ended. The price for the cleanup is estimated at \$235,470.56 but may change because the Land Bank has to bid out the project per state grant rules. The estimate came from the only source we had – which was a quote from the building owner's contractor.

RECOMMENDATION:

Approve the Blight Grant Agreement with the County Land Bank to secure partial funding to clean up the property at 117 W Exchange St contingent upon the funds being awarded. If the state denies the grant, the city may revisit the issue. If the grant is approved, the County Land Bank will bid the project as required by grant rules while the city will provide the bid specifications. The front façade will be preserved by order of the HDC. Total cost to the City is estimated at \$146,596.60 – but again that could change depending on the bids. I'd recommend approving this agreement with a cost not to exceed that amount in case the bids come back higher.

Master Plan Implementation Goals: 1.12, 1.19, 2.6, 3.1, 3.2, 4.3, 4.7, 7.1, 7.4

RESOLUTION NO.

**APPROVING LAND BANK BLIGHT GRANT AGREEMENT FOR
117 W EXCHANGE ST**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, received permission from the Shiawassee Circuit Court to clean up the collapsed building in the downtown at 117 W Exchange St; and

WHEREAS, the Owner of the building has refused to comply with the Building Official's attempts to gain compliance through an owner-initiated cleanup of the collapsed building; and

WHEREAS, the SEDP, City Administration, and County Land Bank have secured a grant funding opportunity through direct negotiation with the State of Michigan Land Bank and Owosso Township; and

WHEREAS, the County Land Bank is authorized to bid the project as required by the Grant rules with City providing bid specifications; and

WHEREAS, the City desires to maintain the downtown area free from neglectful collapses of private properties in an attempt to eliminate and discourage blight.

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 Blight Grant Agreement for the cleanup of the collapsed building at 117 W Exchange St.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Blight Grant Agreement.

THIRD: City's portion of the cost not to exceed \$146,596.60.

FOURTH: The above expenses shall be paid from the General fund.

BLIGHT GRANT AGREEMENT

This blight grant agreement (the Agreement) is by and between the **SHIAWASSEE COUNTY LAND BANK AUTHORITY** (SCLB) and the **CITY OF OWOSSO** (City), effective April 1st, 2024 (the Effective Date). SCLB and the CITY shall each individually be referred to herein as a Party and collectively as the Parties.

RECITALS

WHEREAS, the above identified Parties have mutually accepted the following:

- A. Whereas the property located at 117 W. Exchange St., Owosso (the Property), Michigan is in severe disrepair and presents a public hazard to the citizens of the City of Owosso;
- B. The purpose of the Blight Grant Agreement (BGA) is to respond to the public health emergency or its negative economic impacts by promoting health and safety and addressing blight in disproportionately impacted communities around the State of Michigan by investing in projects that result in the demolition or stabilization of public or privately-owned structures;
- C. The City has expressed a strong desire to stabilize and retain the historic façade of the Property instead of completely demolishing a building in its historic downtown district;
- D. The SCLB has awarded Round 3 Blight Elimination Program (BEP) funds towards stabilization of the 117 Exchange Street Property contingent upon execution of a satisfactory Blight Grant Agreement between the City and the SCLB; and
- E. The Parties desire to cooperate in expending the awarded funds to accomplish eligible stabilization activities in connection with the Property as allowed by order of the 35th Circuit Court.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Agreement is to memorialize the agreement between the SCLB and the City whereby the SCLB will provide funding in the amount not to exceed Eighty-Eight Thousand Dollars (\$88,000.00), less any applicable administrative fees, towards stabilization activities at the Property. The City reserves the right to conduct additional demolition, repair, stabilization, and/or remediation activities on the Property funded by non-BEP funds so long as such activities do not conflict with the stabilization activities covered by this Agreement.
- B. This Agreement constitutes the entire Agreement between the SCLB and the City on the subject of the Property and may be modified only by written agreement between the SCLB and the City.

II. SITE ACCESS

The City has obtained an order of the 35th Circuit Court allowing the City to secure, stabilize, repair and/or demolish the Property. The City hereby grants the SCLB (and its employees, officers, agents, authorized representatives, contractors, subcontractors and vendors) access to the Property in order to conduct activities under the BEP. Specifically, the SCLB is authorized to conduct stabilization activities described in the application for BEP funding for the Property, and the SCLB's access to the Property is limited to access necessary to complete such activities. Any change to the project scope requires the consent of the City.

III. TERM.

This Agreement shall be effective as of the Effective Date and will terminate upon completion of the stabilization activities.

IV. CONTACTS.

SCLB Contact:

Dr. Brian Boggs
County Administrator
201 N. Shiawassee St.
Corunna, MI 48817

City Contact:

Nathan Henne
City Manager
301 W. Main Street
Owosso, Michigan

V. CHANGES.

No changes or amendments to this Agreement shall be effective unless reduced to writing and executed by both Parties.

VI. SCLB RESPONSIBILITIES.

- A. The SCLB will oversee the bidding, awarding and completion of the stabilization activities pursuant to applicable state and federal statutes and regulations.
- B. All local, State, and federal permits, if required, are the responsibility of the SCLB or its vendors/designees.
- C. The SCLB affirms with this Agreement that it has acquired the appropriate SCLB Board approval of this Agreement.
- D. The SCLB is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the SCLB or its contractors/subcontractors/vendors under this Agreement. The SCLB or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The City's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the SCLB of responsibility for the technical adequacy of the work. The City's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or cause of action arising out of the performance of this Agreement.
- F. SCLB shall conduct any required preliminary studies prior to beginning the bidding process for the project.
- G. The SCLB, upon receiving the bid specifications from the City relating all the work forecasted to be performed to accomplish the task of this Agreement, shall conduct, in consultation with the City, the public bid and contractor/vendor selection.

VII. CITY'S RESPONSIBILITIES.

- A. The City affirms with this Agreement that it has acquired the appropriate City Council approval of this Agreement.
- B. The City shall obtain an order of the Circuit Court sufficient to give site control to the SCLB to perform the stabilization activities in compliance with BEP regulations and requirements.

- C. The City shall perform a bid specification relating all the work forecasted to be performed in order to accomplish the task of this Agreement and forward said bid specification to the SCLB. The SCLB shall be responsible for setting the bid request to the public and for selecting the appropriate contractors/vendors.
- D. The City shall cooperate with the SCLB's efforts to oversee the project.
- E. Based on those studies and/or resulting bids, the City's budget and sources of funding will be reviewed by City to determine if adequate financial resources are available. The City intends to fund the balance of the project cost that exceeds the SCLB's contribution. If it is determined that the project exceeds available financial resources or said project is beyond what the City deems a reasonable cost for the project, City may terminate this Agreement for lack of adequate funding.
- F. The City's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way hold the SCLB responsible for the technical adequacy of the work. The City's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or cause of action arising out of the performance of this Agreement.
- G. The City may establish a special assessment and assess for the entire amount contributed by the City only, for the public improvement and benefited land according to its local ordinance.
- H. The City is responsible for recording a lien naming the City first in priority upon the privately-owned Property in the full amount of both BEP and City Funds expended. A release of lien shall be provided upon repayment of the Funds spent upon the project.

VIII. ASSIGNABILITY and SUBCONTRACTORS.

- A) With the exceptions of the Shiawassee Economic Development Partnership (which handles certain program oversight functions of the SCLB) and the projects contractors/subcontractors and vendors, the SCLB shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the City. The City does not assume responsibility regarding the contractual relationships between the SCLB and any subcontractor. If City consents to any assignment or delegation to any other party, the SCLB shall provide City with the proposed assignment or delegation agreement prior to its execution for approval by City.
- B) The SCLB is solely responsible for all contractual activities performed under this Agreement. Further, the City will consider the SCLB to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contracts. All contractors, subcontractors, or others used by the SCLB in performing the project shall be subject to the provisions of this Agreement and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process that complies with SCLB's procurement policies.

IX. NON-DISCRIMINATION.

The SCLB shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, State, and local fair employment practices and equal opportunity laws. SCLB covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight,

marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The SCLB agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY.

- A. The SCLB, shall not be held responsible nor liable for any claims, judgments, or costs arising out of activities to be carried out by the SCLB under this Agreement. The SCLB shall not be liable for any claims, judgments or costs merely by providing grant funding.
- B. The City represents and warrants that the SCLB is not, and shall not become, responsible for any obligations imposed upon the City by the 35th Circuit Court to repair and/or demolish the Property. The involvement of the SCLB is limited to awarding BEP funds and overseeing BEP stabilization activities on the Property.
- C. The SCLB shall not be liable for any reason including any damage or loss to the property commonly known as 117 W. Exchange Street or any contiguous or adjacent properties resulting from any and all work performed related to or stemming from this Agreement.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the City, the SCLB, its agencies, or employees as provided by statute or court decisions.

XI. CONFLICT OF INTEREST.

No employee, officer, director, appointee or elected official of the City, the SCLB, the SCLB Board, or their families, shall benefit financially from any part of this Agreement.

XII. ANTI-LOBBYING.

Neither Party shall use any of the Program Funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "'Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action."

XIII. INSURANCE.

The SCLB shall require all contractors and subcontractors providing activities or services under this Agreement to carry, and show proof of coverage, of comprehensive general liability, automobile and workman's compensation insurance at levels consistent with SCLB's contracting policies and contracts.

XIV. CLOSEOUT.

A determination of project completion, which may include a site inspection and an audit, shall be made by the City after the SCLB has satisfactorily completed the activities.

XV. NOTIFICATION OF DELAYS.

The SCLB shall inform the City of any delays in the start-up of the project and any delays in progress toward completion of the project.

XVI. PUBLICITY.

City shall cooperate with SCLB and coordinate with SCLB for any press releases or public events regarding the project, including, but not limited to, being available for and attending press events for state and local representatives.

XVII. GOVERNING LAW.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without regard to conflicts of law principles therein, venue being in Shiawassee County, Michigan.

XVIII. INDEPENDENT PARTIES.

SCLB and the City are independent entities and neither is the agent or employee of the other. Neither Party shall have any right or authority to execute any document or make any representation on behalf of the other Party or to bind or obligate for any purpose the other Party as agent, employee or otherwise, without the express approval of the other Party.

XIX. SEVERABILITY.

If any provision of this Agreement shall be held illegal or otherwise unenforceable, such provision shall be severed and the entire agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

XX. CONSTRUCTION.

This Agreement shall be construed according to its fair meaning and as if prepared by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

[signature page to follow]

**SHIAWASSEE COUNTY LAND BANK
AUTHORITY**

By: Julie Sorensen
Its: President

CITY OF OWOSSO

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

By: Amy K. Kirkland
Its: City Clerk



DATE: 3.25.24
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: Approve Woodland Trails Development Agreement (HOA, Land Bank, City)

BACKGROUND:

In the early 2000's, the developer of Woodland Trails condominium association installed a sewer system that the city found to be deficient and subsequently did not accept the system into its public sewer system. So, since the time of installation, that sewer system has been considered private – mains and all. For one reason or another (I have not been able to ascertain) the HOA nor the city enforced any performance bond against the original building/developer. This would most likely have been a futile exercise as the builder promptly went bankrupt after the development was completed – most likely a casualty of the housing bubble burst in mid to late 200X's.

In the last 20 years, the sewer system has remained private with the City and the HOA trying unsuccessfully to negotiate repairs so that the city can finally accept the system as public subject to requirements and limitations in the city's ordinance. Now, with the Brownfield Project (BRA #23) there is an opportunity for the HOA, City, and County Land Bank to fix the deficiencies so that the city may fund the project and accept the sewer as public after the deficiencies are repaired.

In the last year, the city has televised the system and bid out the repairs – subject to approval of the Brownfield Plan and this 3-party agreement.

The Agreement ensures that the city is paid back for the money it advances from the Sewer Fund. This is done in redundancy:

1. The brownfield plan specifies that the city will be reimbursed for the advancement of funds to repair the sewer, and
2. In the event that the capture is not enough to reimburse the city for this advancement (or the development stalls), the County Land Bank agrees that the city will be reimbursed from a reserve account created with the funds it receives from the sale of the 14 lots in the HOA to be developed.

RECOMMENDATION:

Approve the Woodland Trails Development Agreement.

Master Plan Implementation Goals: 1.2, 1.4, 3.1, 3.4, 7.1, 7.4

RESOLUTION NO.

APPROVING THE WOODLAND TRAILS DEVELOPMENT AGREEMENT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved Brownfield Plan #23 – Woodland Trails/Washington Park Development Project; and

WHEREAS, the City of Owosso wishes to repair and accept the currently private sewer system in the Woodland Trails Condominium Association into the city's public sewer system subject to the requirements of city ordinance 34-151; and

WHEREAS, the City has identified needed areas of repair on said system; and

WHEREAS, the system was built in the early 2000's with the goal of eventually having it accepted as public; and

WHEREAS, the deficiencies cannot be addressed by the Woodland Trails Homeowner's Association; and

WHEREAS, an opportunity to create a funding mechanism to reimburse the city to repair the deficiencies is now present in the form of Brownfield Plan #23 and this Woodland Trails Development 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 Woodland Trails Development Agreement.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached, Woodland Trails Development Agreement.
- THIRD: Approval is contingent on BRA Plan #23 approval, construction bid approval regarding the required repairs to the system, and full execution of this agreement by the County Land Bank, Woodland Trails HOA, and the City.

WOODLAND TRAILS DEVELOPMENT AGREEMENT

This Woodland Trails Development (“Agreement”) is made and entered into by and between the Shiawassee County Land Bank Authority (“SCLBA”), Shiawassee County, (“County”), the City of Owosso (“City”) and the Woodland Trails Condominium Association of Owosso (“HOA”).

Recitals

- A. The SCLBA has acquired fourteen (14) potentially developable lots within the Woodland Trails Condominium (the “Lots”).
- B. The SCLBA, County, HOA and City all desire to develop such lots.
- C. There are unresolved issues regarding the state of sanitary sewer lines and related infrastructure (the “Infrastructure”) within the Condominium, and the City cannot expend public funds for the maintenance of the Infrastructure until it is dedicated and accepted by the City.
- D. The Parties wish to resolve the outstanding issues with the Infrastructure in order to begin the process of developing the Lots.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Recitals. The recitals set forth above are a substantive part of this Development Agreement.
- 2. Sewer Infrastructure. HOA hereby agrees to dedicate the Infrastructure to the City of Owosso. The City agrees to accept, repair and maintain the Infrastructure on the same terms as the balance of the City’s sanitary sewer system provided the following terms are met:
 - a) HOA agrees to enter into any agreements or execute any documents as reasonably required by the City to complete the dedication of the Infrastructure;
 - b) The SCLBA completes the development of the vacant lots as promised in a timely fashion not to exceed five (5) years from the Effective Date of this Agreement, unless:
 - i.) The HOA, County, and/or SCLBA, acting in good faith to timely satisfy the terms of this Agreement, requests an extension of time because the development is behind schedule. This extension of time shall not exceed two additional years beyond the original agreed upon term of five years. The requesting

party shall provide a written request for an extension of time to the City prior to the conclusion of the five year term. The City shall have the sole discretion to grant an extension of time, however, the City may not unreasonably withhold consent. Any extension of time granted shall be reduced to writing with a specific timetable and signed by the parties.

In the event that the aforementioned terms are not satisfied by the HOA, County and/or SCLBA, the City shall have no obligation to accept, repair and maintain the Infrastructure nor provide any assistance to the SCLBA or HOA's infrastructure going forth. Failure by the HOA and/or SCLBA to perform timely or if HOA and/or the SCLBA breach this agreement for any reason, shall obligate the HOA and/or the SCLBA to reimburse City for any City expenditure contributed dedicating the Infrastructure as defined in paragraph 3 below.

3. Reimbursement. The City shall be reimbursed for the cost of dedicating the Infrastructure, and this dedication cost includes the cost of any repairs or upgrades to the Infrastructure deemed necessary by the City for it to accept the Infrastructure into its sanitary sewer system. The City's reimbursement is capped as outlined in the Brownfield Plan, and the reimbursement amount shall be paid from taxes captured through the Brownfield Plan pursuant to the terms of the Brownfield plan. The County, in cooperation with its Brownfield Redevelopment Authority and consistent with the terms of the Brownfield Plan, shall approve and process all reimbursements under this Agreement.
4. Conditions Precedent. The following are conditions precedent to this this Agreement becoming effective: (1) the SCLBA entering into a Construction Agreement and Option Agreement with a builder to build and market new homes on the Lots, and (2) approval of a County Brownfield Plan that includes the Lots and that allows, among other things, for tax capture to fund reimbursement to the City as outlined in this Agreement.
5. SCLBA and County Obligations. The SCLBA hereby agrees to continue to make reasonable efforts to sell the Lots to a builder pursuant to a construction agreement that will outline the terms under which construction and marketing of new homes on the Lots will proceed. The County also agrees to include the Lots within a County Brownfield Plan that allows the City to share (to the extent of its expenditures under this Agreement) in reimbursement conducted through tax increment financing related to the project. The maximum amount of reimbursement for which the City is eligible shall be memorialized in the final Brownfield Plan. In no event shall the City be reimbursed in any amount greater

than its actual expenditures related to dedicating the Infrastructure. The County shall hold, in a restricted account with any interest accruing to the County, the funds SCLBA obtains in return for selling the construction rights to the Lots. In the event this project is not completed, the County/SCLBA, shall reimburse the City from this reserved account any amount expended to dedicate the Infrastructure which was not previously reimbursed by tax capture.

6. Effective Date. This Agreement is effective as of date on which it is signed and delivered by the last of the Parties to sign and deliver.
7. Survival of Obligations. The obligations of the parties under this Development Agreement shall survive the closing of all or any of the Sites as referenced in herein.
8. Notices. All notices and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, or on the date mailed by registered mail, postage prepaid, return receipt requested, or delivered by a nationally recognized courier service.
9. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.
10. Drafting of Agreement. The Parties acknowledge that this Agreement was drafted by Counsel for the SCLBA and the County, and that each Party has had the opportunity to consult with legal counsel prior to entering into this Agreement.
11. Amendments. This Agreement may be amended in any manner only by an agreement, in writing, signed by the parties.
12. Binding Agreement. Except as otherwise expressly provided to the contrary in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.
13. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable,

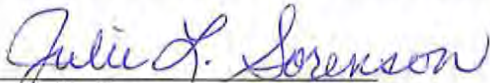
the remainder of this Agreement and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

14. Assignment. This Agreement and the rights and obligations herein may not be assigned by any Party without the advance written permission of all Parties to this Agreement.
15. Execution in Counterparts. This Agreement may be executed in two or more counterparts, but all such counterparts, taken together, shall constitute one and the same Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
16. Headings. The headings used herein are for convenience only and do not define, limit or construe the contents of this Agreement.
17. Governing Law & Jurisdiction. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Michigan. The parties agree any dispute between them shall be raised in the State Courts located in Shiawassee County.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first outlined above.

[signature page to follow]

SHIAWASSEE COUNTY LAND BANK AUTHORITY

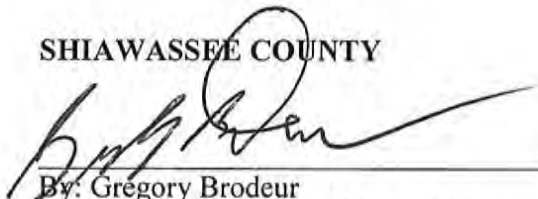


By: Julie Sorensen

Its: President

Dated: 3-15-24

SHIAWASSEE COUNTY



By: Gregory Brodeur

Its: Chairman, Board of Commissioners

Dated: 3-13-24

WOODLAND TRAILS CONDOMINIUM ASSOCIATION OF OWOSSO



By: Mark Semans

Its: President

Dated: 2024-03-21

CITY OF OWOSSO

By: Robert J. Teich, Jr.

Its: Mayor

Dated: _____



MEMORANDUM

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

DATE: March 27, 2024

TO: Owosso City Council

FROM: City Manager

SUBJECT: 21 Day Posting – \$360,000 offer to purchase the Gould House

Background:

At their March 26 special meeting, the OHC voted to recommend that council accept the offer to purchase the Gould House received from Sean Harrington in the amount of \$360,000. The OHC would like to retain any artwork or non-furniture items in the house, the Amos Gould Chair, the piano, the display cases, and the chairs donated by a local attorney. The remaining furnishings will convey with the home.

Recommendation

Authorize the posting of this offer for 21 days according to Section 14.3(B)(2) of the city charter governing the sale of real property.

RESOLUTION NO.

**AUTHORIZING 21- DAY POSTING OF PURCHASE AGREEMENT
FOR THE SALE OF CITY-OWNED PROPERTY AT
515 N WASHINGTON STREET – THE “AMOS GOULD HOUSE”**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-470-033-001-00; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase the property for three hundred and sixty thousand dollars (\$360,000); and

WHEREAS, the Owosso Historic Commission (OHC) recommended City Council accept this offer at their March 26, 2024 special meeting; and

WHEREAS, the City Attorney is of the opinion that the 21-day rule applies to the sale of this property; and

WHEREAS, the OHC wishes to retain certain items of personal property still in the home.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary, and in the public interest to sell the aforementioned parcel to Sean Harrington of Crestwood, KY in the amount of \$360,000.

SECOND: The city clerk is instructed to publicly publish this offer per Section 14.3(B)(2) of the city charter for twenty-one (21) days.

Sean Harrington

Crestwood, KY 40014

03/26/2024

City of Owosso Historical Commission
226 Curwood Castle Dr
Owosso, MI 48867

Dear Members of the City of Owosso Historical Commission,

We regret not being able to meet in person at the tonight's meeting, and are thankful for the opportunity to convey our enthusiasm and vision for the good stewardship of the historic Amos Gould House through this letter.

We are the Harrington Family and we are interested in making the Amos Gould house our home. We sincerely appreciate your consideration of our offer to purchase and restore the historic Gould House. Our passion for historical preservation and community drives our commitment to revitalizing this cherished landmark as our future home and a beacon of history in Owosso.

Our plans for the Gould House are rooted in a desire to integrate deeply into the fabric of Owosso, not only as residents but also through our business endeavors. We are committed to supporting the local economy and community spirit by bringing not only our family, but also our business and philanthropic support to Owosso.

We recognize the Gould House as a hub of community engagement and historical exploration. To honor and continue this essential attraction in Owosso, we look forward to organizing public events, holiday tours, and open house events, to foster a strong connection between the community and this historical gem, continuing to support Owosso's cultural and tourism landscape.

We understand and share the community's concern about maintaining the historical integrity of the Gould House. Rest assured, our intent is to honor and preserve its architectural and historical essence, ensuring it remains a treasured landmark in Owosso.

With our extensive experience in historic home renovation and preservation, including our recent work on a 113-year-old American Four Square home, we are prepared to undertake the respectful restoration of the Gould House. Our background in archival preservation, collections management, and tourism marketing equips us to handle this project with the care and dedication it deserves, ensuring that the home's historical integrity is preserved for future generations.

In closing, we are enthusiastic about the possibility of making the Gould House an integral part of our family's life and contributing to the Owosso community. We look forward to the opportunity to discuss our plans further and to build a lasting relationship with the city, its leadership, and its residents.

Thank you for considering our proposal. We are hopeful for a favorable response and eager to contribute positively to the Owosso community.

Yours sincerely,
The Harrington Family



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

East Central Association of REALTORS® - Purchase Agreement

1. **AGENCY RELATIONSHIP:** The undersigned Buyer(s) acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships dated 3/21/2024. The selling licensee is acting as a Dual Agent.

2. **OFFER TO PURCHASE** – The undersigned, hereinafter known as “Buyer(s)” hereby agrees to purchase property listed with Ham Group Realty and purchased through Ham Group Realty, the property commonly known as: 515 N Washington street Owosso MI Zip: 48867 and legally described as: LOTS 1,2,3,4 Block 33 Original PLAT

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# 050-470-033-001 and located in the ☒ City ☐ Village ☐ Township of Owosso, County of Shiawassee, Michigan. Buyer(s) accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of Three Hundred Sixty Thousand dollars (\$ 360,000.00).

3. **TERMS OF PURCHASE** – As indicated by “X” below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier’s check or certified funds.

☐ **Cash Sale:** The full purchase price payable in the form of a cashier’s check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before . In the event the Buyer(s) or Buyer(s) Agent does not provide the Seller(s) Agent with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

☒ **New Mortgage:** The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and the Buyer(s)’s ability to obtain a Conventional mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than 30 years, in the amount of 55 % of purchase price, which Buyer(s) shall make written application within three (3) business days after the later of: (a) Seller(s) and Buyer(s) acceptance of this contract; and (b) waiver/satisfaction of any inspection contingencies contained in paragraph 13 below. If Buyer(s) fail to deliver to Seller(s) evidence of the loan approval before April 22, 2024, Seller(s) may cancel this agreement with written notification to the Buyer(s) and/or Buyer(s) agent.

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

☐ **Sale to Existing Mortgage Land Contract:** Upon execution and delivery of

- ☐ A recordable Warranty Deed and subject to existing mortgage
☐ Assignment of vendee’s interest in Land Contract.

Buyer(s) to pay the difference (approximately \$) between the purchase price and the balance as of day of closing, of said mortgage and bearing interest at % per annum and with monthly payments of \$ which ☐ do ☐ do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 11). **SELLERS(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

☐ **Land Contract:** The down payment of Dollars (\$) and the execution of a land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ in payments of or more, which

Address: 515 N Washington street Owosso MI 48867

☐ (SHALL) ☐ (SHALL NOT) include interest payment at the rate of _____ % percent per annum, and which
☐ (SHALL) ☐ (SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before
 _____ years from date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____,
 which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event
 Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this
 agreement by a written notice to the Buyer(s).

4. **SELLER CONTRIBUTIONS**- At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the
 following from their proceeds on behalf of the buyer up to: 0 % of sales price or \$0, toward Buyer closing costs,
 pre-pays, and escrows, and Lender approved costs. _____

5. **CLOSING FEES**- Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs required for
 recording Deed and any security instruments. When the sale is either Cash or Seller Financed, the closing fee charged by the
 closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee
 charged by the closing agent shall be paid in full by the buyer. Buyer shall not be responsible for Seller contracted closing fees.

6. **PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO
 CLOSE ON OR BEFORE 07/01/2024 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING.
 BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48
 HOURS PRIOR TO CLOSING.**

7. **FIXTURES AND IMPROVEMENTS** - All improvements and fixtures are included in the purchase price if in or on the
 property, including the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans, drapery and
 curtain hardware, window coverings, shades and blinds, built-in kitchen appliances including; garbage disposal, drop-in ranges and
 range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary
 laundry tubs, water softener (unless rented), water heater, sump pump, water pump and pressure tank; heating and air conditioning
 equipment (window units excluded), attached humidifiers; heating units including; add-on wood stoves and wood stoves connected
 by flue pipe, fireplace screens, inserts and grates, fireplace doors, if attached, liquid heating and cooking fuel tanks if owned by
 Seller(s); installed generator and all support equipment, TV antenna and complete rotor equipment, television wall and/or ceiling
 brackets, invisible fence, equipment and accessories, all support equipment for in ground pools; screens, storm windows and
 doors; awnings, basketball backboard and goal, mailbox, fences, detached storage buildings, underground sprinkling, including the
 pump, installed outdoor grills, all plantings and bulbs, garage door opener and control(s); and any and all items and fixtures
 permanently affixed to the property.

Exclusions: _____

8. **PRIMARY HEATING FUEL** - (propane, fuel oil, corn, wood, etc., if applicable) Seller(s) shall maintain an adequate
 amount of primary heating fuel (if primary heating system requires) on the property until possession is surrendered. Any
 remaining heating fuel after possession is surrendered shall belong to the Buyer(s) and Seller(s) shall not be entitled to any credit
 from the fuel provider.

☒ See attached Bill of Sale / Personal Property Statement

9. **TITLE** - As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a
 policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the
 title in marketable condition. If a Without Exceptions Title Policy is requested all additional expenses incurred shall be the
 responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s
 attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date
 they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to
 refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s)
 agrees to complete the sale. Seller(s) agrees to sell and convey marketable title to the property subject to easements and restrictions
 of record and including gas, oil and mineral rights owned by Seller(s). Title to any gas, oil and mineral rights to be conveyed but
 not warranted by Seller(s).

10. **POSSESSION** - Possession to be given ☒ immediately following closing; up to ☐ days after closing by 12:00
 noon; subject to rights of tenants, if any. Seller(s) shall pay Buyer(s) rent (which commences the day of closing), during time of
 Seller(s) occupancy after closing ☐ \$ _____ per day; ☐ at an amount prorated per day equal to Buyer(s)
 monthly payment including principal, interest, taxes, insurance, condominium dues and association dues. Seller(s) further agree
 and authorize said REALTOR® to retain and deposit in REALTOR®'S or designee's Trust Account, monies agreed upon during
 Seller(s)'s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following
 possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is
 vacated and keys surrendered to Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if

Address: 515 N Washington street Owosso MI 48867

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InstantFORMS

obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the property, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more than 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).

10a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "broom clean" condition. Seller(s) shall maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Seller(s) is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowner's policy, as well as for any deductible portions of a covered claim. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

10b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

10c. If Seller(s)'s Tenants occupy the property, then:

- ☒ Seller(s) shall have the tenants vacate the property before closing.
☐ Buyer(s) shall be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

11. **TAXES:** Unless otherwise indicated below, real estate taxes billed before close of sale are to be paid by Seller. All Real Estate taxes billed on or after close of sale shall be paid by the Buyer. **FOR PURPOSES OF THIS CONTRACT**, taxes are to be prorated as indicated by an "x" below. The amount to be based on latest tax figures regardless of the Personal Residence Exemption Status (formerly known as Homestead/Non-Homestead). **NOTE:** Local Municipalities' taxes may be based on different due dates which have no bearing on tax prorations as agreed upon in this contract. **The Personal Residence Exemption Status and any potential property assessment/tax increases due to change of ownership should be verified with the local taxing entity by the buyer.** After closing buyer is responsible for verifying that Property Transfer Affidavit and Personal Residence Exemption is filled with the local Assessor. All special assessments, including current installments and unbilled portion of future installments, which have become a lien upon the land, shall be paid by the Seller at closing (except for perpetual type assessments; i.e. trash removal, street lighting, county drain maintenance water debt or bonds, aquatic weed control).

- ☒ Taxes to be pro-rated in **ADVANCE**, with July bill covering July 1 through June 30; December bill covering January 1 through December 31. Buyer to be responsible for taxes from and including the day of closing.
☐ No Tax Proration.
☐ Other:

12. **BUYER(S) AGREES** – that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS", in current condition, subject to any inspection contingencies contained in paragraph 13 below. Buyer shall have the right to a walk-through inspection of the property within forty-eight (48) hours prior to closing in order to determine the property has been maintained in its current condition.

13. **PROPERTY INSPECTIONS** – Buyer acknowledges that REALTOR®/Broker has strongly recommended that the Buyer(s) selects a licensed contractor and/or a qualified inspector to inspect and investigate the property as well as conduct tests for possible environmental hazards including but not limited to mold, radon, etc. Buyer(s) understands and agrees there may be defects that cannot be observed or discovered during the home inspection process. **Buyer(s) agrees to indemnify, and hold harmless the Seller(s), real estate brokerages and their agents for any loss, damage and/or injuries to persons or property incurred during any inspections.**

☐ Buyer(s) does not desire to obtain any inspections of the property and agrees to accept the property "AS IS", in its present condition, with no warranties expressed or implied from the Seller(s), real estate brokerages or their agents.
Buyer(s) Initials _____

☒ This Contract is contingent upon Buyer(s) receipt of satisfactory inspection report(s) which may include, but not limited to; Home Inspection, Radon Test, Well/Water Test, Percolation Test, Septic Test and Infestation Test, at Buyer(s) expense.
Buyer(s) Initials SH

ALL REQUESTED INSPECTIONS AND TESTS ABOVE MUST BE COMPLETED WITHIN 10 CALENDAR DAYS OF SELLER(S) AND BUYER(S) ACCEPTANCE OF THIS CONTRACT UNLESS OTHERWISE AGREED TO ABOVE.

If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 business days following inspection. If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is". In the event of a timely

* of Buyer's satisfactory in person viewing of property.

Address: 515 N Washington street Owosso MI 48867

it result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to notify in writing within 3 business days of said notice agreeing to correct the defect as outlined above or the Buyer(s)'s Earnest Money Deposit will be returned in full termination of this agreement. *Upon Buyer(s) removal or waiver of requested inspections if any or upon Seller(s) and Buyer(s) written mutual agreement to inspection corrections, if any, Buyer(s) shall make written application for financing within (3) Business days of receipt of said agreement and proceed with the TERMS OF PURCHASE – according to (paragraph 3) New Mortgage.

MUNICIPAL INSPECTIONS: If a municipal inspection and/or certification of premises is required by any Governmental Entity, Seller agrees to pay for inspections. If seller does not complete all repairs required by any Governmental Entity, Buyer may assume the additional costs to complete repairs or Buyer may declare this Agreement void.

FLOOD INSURANCE: Determining the existence of a Flood Insurance requirement or wetlands is the responsibility of the Buyer(s).

LENDER REQUIRED REPAIRS, if any, shall be paid by:

☐ Seller(s) not to exceed \$_____.

☐ Buyer(s) not to exceed \$_____.

☒ Yes ☐ No **HOME WARRANTY:**

Paid for by: ☐ Seller(s) ☒ Buyer(s) Gaurd Home Warranty (systems) not to exceed 500 dollars

14. SURVEY: Buyer(s) and Seller(s) acknowledge the REALTORS®/Brokers recommend a stake survey at Buyer's expense to determine the true and accurate boundaries of the property and the location of the improvements thereon. Buyer(s) understands and agrees that the REALTORS®/Brokers do not warrant location of the improvements, easements, and the boundaries of the property, nor assume any responsibility for the representations by the Seller(s) regarding the location of the improvements, easements, and the boundaries of the property. When closing occurs, Buyer(s) shall be deemed to have accepted the location of the improvements, easements, and the boundaries of the property.

15. RECEIPT OF DISCLOSURES – Buyer(s) acknowledge that they have received copies of the following:

☒ Agency Disclosure ☒ Lead Based Paint ☒ Seller(s)'s Disclosure ☐ Land Division Act, P.A. 87 ☐ Exempt under Sellers Disclosure Act #92 of 1993

16. FEES OR CONSIDERATIONS – Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

17. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the East Central Association of REALTORS® for distribution according to the rules and regulations promulgated for distribution of the same.

18. "TIME IS OF THE ESSENCE" – With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

19. BINDING ARBITRATION – Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® agents. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of

Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and REALTOR® Broker(s) / REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below. The terms of this provision shall survive the closing.

Seller(s) Initials _____
REALTOR® Broker(s) _____
REALTOR® Agent(s) Initials _____

Buyer(s) Initials _____
REALTOR® Broker(s) _____
REALTOR® Agent(s) Initials _____

20. DEFAULT – In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

Address: 515 N Washington street Owosso MI 48867

21. **REALTOR'S® AUTHORIZATION** - The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of Four Thousand Dollars (\$ 4,000.00) in the form of Check, as goodwill or earnest money that Buyer(s) shall comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

22. **RECEIPT** - REALTOR® on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Licensing and Regulatory Affairs or unless otherwise specified:

Earnest Money Deposit to be collected within 5 banking days of accepted offer

Date: _____ Office ID # (_____) Company: _____
By: _____ SALESPERSON, Perm. ID #: (_____) Phone: _____

23. **AGREEMENT** - The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agent(s) concerning the fitness and condition of the property. **The REALTOR® and his/her REALTOR® agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. As an alternative to physical delivery, the Buyer(s) and Seller(s) 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 via electronic mail and/or by facsimile. 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 of each party.

24. **OTHER TERMS AND CONDITIONS** -

- Sale contingent on satisfactory in person viewing by buyers at a date between March 29th and April 7th.
- See Dual Agency Addendum.
- Deed restrictions have been reviewed*

25. **ACKNOWLEDGEMENT** - Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer.

Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer's Agent of ☐ ☒ acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) March 25 at 5:00 AM/PM, this offer shall expire and be of no further force and effect.

Sean Harrington		DocuSigned by: <u>Sean Harrington</u>		03/22/2024	
Buyer: Print Name	Marital Status	Buyer: Signature	Date		
Buyer: Print Name	Marital Status	Buyer: Signature	Date		

Dee Mung 3/22/24
Agent Acknowledgement Date

Address: 515 N Washington street Owosso MI 48867

26. **SELLER(S) ACCEPTANCE** – Seller(s)'s hereby accept the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____		City: _____	State: _____ Zip: _____ Phone: _____
_____ Agent Acknowledgement		_____ Date	

27. **COUNTER OFFER** – This Purchase Agreement is amended as follows:

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) or Listing Agent of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by (Date) _____ at _____ AM/PM, this offer will expire and be of no further force and effect.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____		City: _____	State: _____ Zip: _____ Phone: _____
_____ Agent Acknowledgement		_____ Date	

28. **BUYER'S ACCEPTANCE OF COUNTER OFFER** – (Date) _____ at _____ AM/PM.
In the event the acceptance was subject to certain changes from Buyer(s) offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

_____ Buyer: Signature	_____ Buyer: Signature
_____ Agent Acknowledgement	_____ Date

29. **REALTOR® CONTACT INFORMATION** –

Alec Mangino

Buyer(s) REALTOR® Name
alec@lucyham.com

Agent Email/Cell Phone
Ham Group Realty

Broker/Company Name
810-659-6569

Company Phone Number

Lucy Ham

Seller(s) REALTOR® Name

Agent Email/Cell Phone
Ham Group Realty

Broker/Company Name
810-659-6569

Company Phone Number

Address: 515 N Washington street Owosso MI 48867



PERSONAL PROPERTY SHEET

In connection with sale of 515 N Washington Street Owosso MI 48867
Property Address

This agreement is a part of the Purchase Agreement dated: 3/22/24. The following list of personal property is included in the purchase price and is conveyed as is with no warranty either expressed or implied, such property being of no monetary value:

Washer/Dryer

Available Main floor furniture

Stoves

Refrigerators

***Sale is not contingent on approved personal Property sheet**
It is hereby understood that the list and selling offices do not warrant or guarantee the condition, age, operation or any other material fact regarding the above items.

Further, Seller(s) and Purchaser(s) hereby release and hold harmless the listing and selling offices and its agents free from any cost or liabilities that may occur in connection therewith.

The Seller(s) agree to convey to the Purchaser(s) the above personal property on consummation of this real estate sale.

Dated

Seller

Witness

03/22/2024

Seller

DocuSigned by:

Sean Harrington

Dated

Buyer

FD4DBD9ADB3242F...

Witness

Buyer

Personal Property Sheet
(09/10)

This contract is for use by Justin Ham. Use by any other party is illegal and voids the contract.

Instant
forms

Sean Harrington

This Agreement is entered into among
(hereinafter referred to as "Purchaser")
(hereinafter referred to as "Seller") and
"Broker") regarding property located at
49867 (hereinafter referred to as the "Property").

Ham Group Realty (hereinafter referred to as
515 N Washington St. Owosso . MI

The parties agree that this Agreement shall supercede any agency agreements previously entered into between Seller and Broker or between Purchaser and Broker.

Broker's Dual Agency Role: Because Broker is acting as agent for both Seller and Purchaser in this transaction, Broker shall make every reasonable effort to remain impartial to Seller and Purchaser. Seller and Purchaser acknowledge that prior to the time this Agreement was entered into, Broker acted as the exclusive agent of Seller and acted as the exclusive agent of Purchaser and in those separate roles may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Unless specific disclosure is required by law, Seller and Purchaser agree that Broker shall not be liable to either party for refusing or failing to disclose information which in the discretion of Broker could compromise one party's bargaining position but could benefit the other party. Nothing contained herein shall prevent Broker from disclosing to Purchaser any known latent defects in the Property. Broker agrees not to disclose to Purchaser information about what price or terms Seller will accept other than the listing Price or terms, or to Seller information about what price or terms Purchaser will pay other than any written offered price of terms; however, the Broker may act as a facilitator and/or mediator. In the event that Seller and Purchaser do not enter into an agreement for the purchase and sale of Seller's Property to Purchaser, or in the event that the purchase and sale provided for in a purchase and sale agreement between Seller and Purchaser does not close by the closing date set forth in said Agreement, Broker may terminate its dual agency role and this Agreement by notice thereof to Seller and Purchaser.

Seller's and Purchaser's Roles: Because of Broker's dual agency relationship, Seller and Purchaser acknowledge that they understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them. Seller and Purchaser also acknowledge that they are fully aware of and understand the implications and consequences of Broker's dual agency role as a facilitator and/or mediator, rather than an advocate or exclusive representative, and that they have determined that the benefits of entering into a transaction with Broker acting as agent for them both outweigh said implications and consequences. Seller and Purchaser understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase and sale agreement or to the transaction which is the subject matter of a purchase and sale agreement. Seller and Purchaser agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than intentional wrongful acts or violation of state license law, arising from Broker's role as a dual agent, except those arising from Broker's intentional wrongful acts or violation of Michigan real estate license law. Seller and Purchaser shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

DocuSigned by:

Sean Harrington

03/21/2024

Purchaser

Date

Seller

Date

Purchaser

Date

Seller

Date

Company

Company

By:

Selling Salesperson

3/21/24

Date

By:

Listing Salesperson

Date

The Selling Salesperson whose signature appears above acknowledges that Purchaser has signed this Agreement before signing any written offer to purchase the property.

The Listing Salesperson whose signature appears above acknowledges that Seller has signed this Agreement before reviewing any written offer to purchase property from Purchaser.

ANN ARBOR AREA  BOARD OF REALTORS®

Seller's Disclosure Statement

Page 1 of 2

Property Address: 515 N Washington St.

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Range/oven	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Lawn sprinkler system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Dishwasher	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Water heater	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Refrigerator	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Plumbing system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Hood/fan	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Water softener/conditioner	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Disposal	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Well & pump	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
TV antenna, rotor & Controls	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Septic tank & drain field	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Electrical System	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Sump pump	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Garage dr opener & remote	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	City water system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Alarm system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	City sewer system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Intercom	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Central air conditioning	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Central vacuum	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Central heating system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Attic fan	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Wall furnace	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Pool heater, wall liner/equip	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Solar heating system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Microwave	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Humidifier	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Trash compactor	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Electronic air filter	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Ceiling fan	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Fireplace & chimney	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available
Sauna/hot tub	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Wood burning system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Washer	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Dryer	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available

Explanations:

(attach additional sheets if necessary): Unless otherwise agreed, all household appliances are sold in working order except as noted, without warranty beyond date of closing.

Property Conditions, improvements & additional information:

1. Basement/Crawlspace: Has there been evidence of water? ☐ Yes ☐ No
If yes, please explain: _____

2. Insulation: Describe, if known: _____ ☐ Unknown ☐ Yes ☐ No
Urea Formaldehyde Foam Insulation (UFFI) is installed? ☐ Yes ☐ No

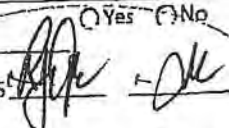
3. Roof: Leaks? _____ ☐ Yes ☐ No
Approximate age if known: _____

4. Well: Type of well (depth/diameter, age, and repair history, if known): _____ ☐ Yes ☐ No
Has the water been tested? _____
If yes, date of last report/results: _____

BUYER'S INITIALS

DS
SH

SELLER'S INITIALS



- Property Address: 515 N Washington St
5. Septic tanks/drain fields: Condition, if known: N/A
6. Heating system: Type/approximate age: forced air/2022
7. Plumbing system: Type: ☐ copper ☐ galvanized ☐ other
Any known problems? no known problems
8. Electrical system: Any known problems? no known problems
9. History of infestation, if any: (termites, carpenter ants, etc.) unknown
10. Environmental problems: Are you aware of any substances, materials, or products that maybe an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property. ☒ Unknown ☐ Yes ☐ No
If yes, please explain: _____
11. Flood Insurance: Do you have flood insurance on the property? ☐ Unknown ☐ Yes ☒ No
12. Mineral Rights: Do you own the mineral rights? ☒ Unknown ☐ Yes ☐ No
- Other items: Are you aware of any of the following:
1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ☐ Unknown ☐ Yes ☒ No
2. Any encroachments, easements, zoning violations, or nonconforming uses? ☐ Unknown ☐ Yes ☒ No
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? ☐ Unknown ☐ Yes ☒ No
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? ☒ Unknown ☐ Yes ☐ No
5. Settling, flooding, drainage, structural, or grading problems? ☐ Unknown ☐ Yes ☒ No
6. Major damage to the property from fire, wind, floods, or landslides? ☐ Unknown ☐ Yes ☒ No
7. Any underground storage tanks? ☒ Unknown ☐ Yes ☐ No
8. Farm or farm operation in the vicinity, or proximity to a landfill, airport, shooting range, etc.? ☐ Unknown ☐ Yes ☒ No
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ☐ Unknown ☐ Yes ☒ No
10. Any outstanding municipal assessments or fees? ☐ Unknown ☐ Yes ☒ No
11. Any pending litigation that could affect the property or the Seller's right to convey the property? ☐ Unknown ☐ Yes ☒ No
- If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since 1979 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MOREFULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

Buyers are advised that certain information compiled pursuant to the Sex Offenders Registration Act of 1994 PA 295, MCL 28.721 to 28.732 is available to the public. Buyers seeking such information should contact the appropriate local law enforcement agency or Sheriff's Department directly.

Buyer is advised that the State Equalized Value of the property, principal residence exemption information, and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that buyer's future tax bills on the property will be the same as the Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

Seller  Date 3/5/2024

Seller  Date 03/05/24

Buyer has read and acknowledges receipt of this statement.

DocuSigned by: _____ Date 03/22/2024

Buyer  Date _____

Buyer _____ Date _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Our Home At 515 N Washington Was Built In: 1853 Dated: _____
Seller: City of Owosso Seller: _____

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property might present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

NOTE: IF THE HOUSING BEING LISTED OR SOLD WAS BUILT IN 1978 OR AFTER -- YOU DO NOT HAVE TO FILL OUT THE REMAINDER OF THIS FORM.

Seller's Disclosure (Initial)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing
(Explain) _____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below): _____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial)

☒ (C) Purchaser has received copies of all information listed above.

☒ (D) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.

☒ (E) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or...

☐ Waived the opportunity to conduct a risk assessment for the presence of lead-based and/or lead-based paint hazards.

Agent's Acknowledgement (Initial)

☒ (F) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibilities to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: [Signature] Date: 02/20/24 Purchaser: Sean Harrington Date: 3/22/24

Seller: [Signature] Date: 02/20/24 Purchaser: _____ Date: _____

Agent: [Signature] Date: _____ Agent: [Signature] Date: 3/22/24

Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead In Your Home* for more information.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting in not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules and regulations of the state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - (f) An accounting in timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information, obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent or the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client.
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers or real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer, which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has signed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller, which may be used to benefit the buyer.

Individual service may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The Obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete the real estate transaction.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check One)

I hereby disclose that the agency status of the licensee named below is:

- ☐ Seller's agent (I will not be representing the buyer unless otherwise agreed in writing.)
☐ Seller's agent – limited service agreement
☐ Buyer's agent
☐ Buyer's agent – limited service agreement
☒ Dual agent
☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check One)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the Licensee named below.

Licensee

Date

Licensee

Date

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

The undersigned ☐ DOES ☒ DOES NOT have a agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as ☐ SELLER ☐ BUYER.

ACKNOWLEDGEMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

DocuSigned by:

Sean Harrington

03/21/2024

Potential Buyer/Seller (circle one)

Date

Potential Buyer/Seller (circle one)

Date

Disclaimer This form is provided as a service of the Michigan REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties in connection with the form.



Property Address: SIS N. Washington
 Buyer's Realtor: Alec Mangino - Ham Group Realty
 Phone: 810-659-6569 Close By Date: 07/01/24
 Earnest Monies: \$4,000 w/ 5 banking days of accepted offer Respond By Date: 03/25/24 @ 5:00 PM
 Financing Type: Conventional Amount: 55%.

	Offer	List
Price:	\$360,000	\$359,900
% Of List Price:	—	100%
Commission (<u>5</u> %):	\$18,000	\$17,995
Transaction Fee:	\$495	\$495
Michigan Transfer Tax:	\$3,096	\$3,096
Owner's Title Policy:	\$2,102	\$2,102
Seller's Concessions (____ %):		
Home Warranty Plan:		
Well & Septic Inspection:		
Sewer/Water Escrow (\$400):		
Other: _____:		
Other: _____:		
Total Selling Expenses:	\$23,693	\$23,688
Approximate Proceeds to Seller:	\$336,307	\$336,212
Less Mortgage Payoff:		
Less Rent:	At closing	Subj. to tenant rights
Plus Tax Pro-Ration & Escrow:		
Balance:		

Seller: _____ Date: _____



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Addendum L- Amendment to Purchase Agreement

Regarding property located at: 515 N Washington St. Owosso MI 48867

Purchase Agreement dated: 03/22/2024

By and between the undersigned parties. In reference to the above mentioned sale and purchase agreement by and between the undersigned parties, it is hereby agreed that the following is being added and/or amended to read as follows:

Acceptance notice on Purchase Agreement from sellers is being moved to April 2nd 2024 at 5:00 P.M.

Witness: _____ Purchaser: DocuSigned by: Sean Harrington Date: 03/25/2024
FD4DBD9ADB3242F...

Date: _____ Purchaser: _____ Date: _____

Witness: _____ Seller: _____ Date: _____

Date: _____ Seller: _____ Date: _____

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Ann Arbor Area Board of Realtors® Commercial Property Information Exchange of Michigan Flint Area Association of Realtors®

9.5.23



MEMORANDUM

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

DATE: April 1, 2024
TO: City Council
FROM: Clayton Wehner, Director of Engineering
SUBJECT: Consumers Energy Electric Facilities Easement

RECOMMENDATION:

Recommend approval of the attached permanent easement granting Consumers Energy a 12' easement through city owned parcel no. 050-470-000-001-00 (Armory Parking Lot) for the installation and maintenance of new electric facilities to service the property at 300 W. Main Street.

BACKGROUND:

The city is in receipt of a request from Consumers Energy for a 12' wide easement for the construction, operation, and maintenance of electric facilities in the city owned parcel 050-470-000-001-00 (Armory Parking Lot). The electric facilities will include underground conduit and electric lines running from the transformer in the southeast corner of the lot south to the 300 W. Main St. property.

City staff has reviewed the location of the proposed easement and agrees that its placement is appropriate.

FISCAL IMPACTS:

There are no direct fiscal impacts on the City.

MASTER PLAN IMPLEMENTATION GOALS:

RESOLUTION NO.

**GRANTING A PERMANENT EASEMENT FOR ELECTRIC FACILITIES
TO CONSUMERS ENERGY**

WHEREAS, Consumers Energy desires to install electric facilities on/in City owned parcel no. 050-470-000-001-00 to provide electric service to the property at 300 W Main Street; and

WHEREAS, Consumers Energy has requested the City grant a permanent easement measuring 12' wide to allow for construction, operation, maintenance, and inspection of said facilities; and

WHEREAS, City staff has reviewed the request, and concurs with the proposed location; and

WHEREAS, the City of Owosso is willing to grant a permanent easement for that portion of parcel number 050-470-000-001-00 as described in Exhibit B of the easement agreement.

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

FIRST: it has determined that it is advisable, necessary and in the public interest to grant a permanent easement as outlined by the terms set forth in the attached Easement for Electric Facilities between the City of Owosso and Consumers Energy for electric service to the property at 300 W. Main Street.

SECOND: the Mayor and City Clerk are instructed and authorized to execute said easement documents.

3/1/2024

City of Owosso
301 West Main Street
Owosso, Michigan 48867

SAP# 1069209885

Design # 11615095

In order to install Electric for 300 West Main Street, Owosso , Michigan, we must secure permission to cross a portion of your property with our Electric Facilities, as shown in Exhibit B of the easement.

Enclosed is our standard right-of-way easement form. Please sign this instrument **with only black ink** where indicated (**signatures must be notarized**) and return the **original** document at your earliest convenience. Your promptness in having this instrument signed, notarized and returned will enable us to proceed with our construction plans.

If you have any questions concerning the design of this job, please call Kelly Freed at 989-729-3212. If you have any questions regarding the easement, please contact Connie Hardman at 989-225-8372 or Connie.hardman@cmsenergy.com.

This Easement is being sent to you from our Document Preparation Department, please do not reply directly to the sender. For any questions or concerns you may have, please direct them to the Agent with the provided information below.

After signed and notarized please mail the original back to:

Connie Hardman
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Thank you very much for your cooperation in this matter.

INSTRUCTION FOR SIGNING EASEMENTS (Example)

1. Sign document in **BLACK or DARK BLUE INK ONLY**
2. Notaries that are relatives may NOT notarize the project document.
3. Any changes/errors to document will be considered NULL and VOID. (NO WHITE OUT)
4. Failure to have correct notary will delay scheduling for project.
5. ALL BLANK lines need to have writing for both Notary and property owner.
 - a. LANDOWNER is responsible for their signature, printed name and date (to the left)
 - b. NOTARY is responsible for all information under Acknowledgment.
 - i. Signature, printed name, commission expiration and acting/representative counties.


EXAMPLE: Do Not Sign

★ Date: _____

Owner: ★ _____ SIGNATURE HERE
John Doe

★ BOTH DATES MUST BE THE SAME

Acknowledgment
★ The foregoing instrument was acknowledged before me in _____ County, ★ (STATE),
on ★ _____ by John Doe.



NOTARY STAMP/SEAL
AREA ONLY

★ SIGNATURE HERE
Notary Public
★
Print Name _____ ★
★ County, ★ (STATE)
Acting in ★ _____ County
My Commission expires: ★ _____

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1069209885
Design# 11615095
Agreement# MI00000076527

CITY OF OWOSSO, a Michigan municipal corporation, whose address is 301 West Main Street, Owosso, Michigan 48867 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Owosso, County of Shiawassee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF OWOSSO, a Michigan municipal corporation

Signature
By: _____
Print name
Its: _____
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____ of the City of Owosso, a Michigan
Date Name Title

municipal corporation, on behalf of the corporation.

Notary Public

Print Name _____
County, _____
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**
Connie Hardman
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole Corts 03/01/2024, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Owosso, County of Shiawassee, State of Michigan:

A parcel of land in the Southeast 1/4 of Section 13, Town 7 North, Range 2 East, more particularly described as: Commencing at a point 142.00 feet North of the Southeast corner of Block 24 of the Original Plat, Westerly to Shiawassee River, North to a point 6.00 inches South of the North line of Block 24, East to a point 126.00 feet West of the West line of North Water Street, South 2.00 feet, East 38.00 feet, North 2.50 feet, East 88.00 feet, South along the East line of said Block 24 122.00 feet to the Point of Beginning.

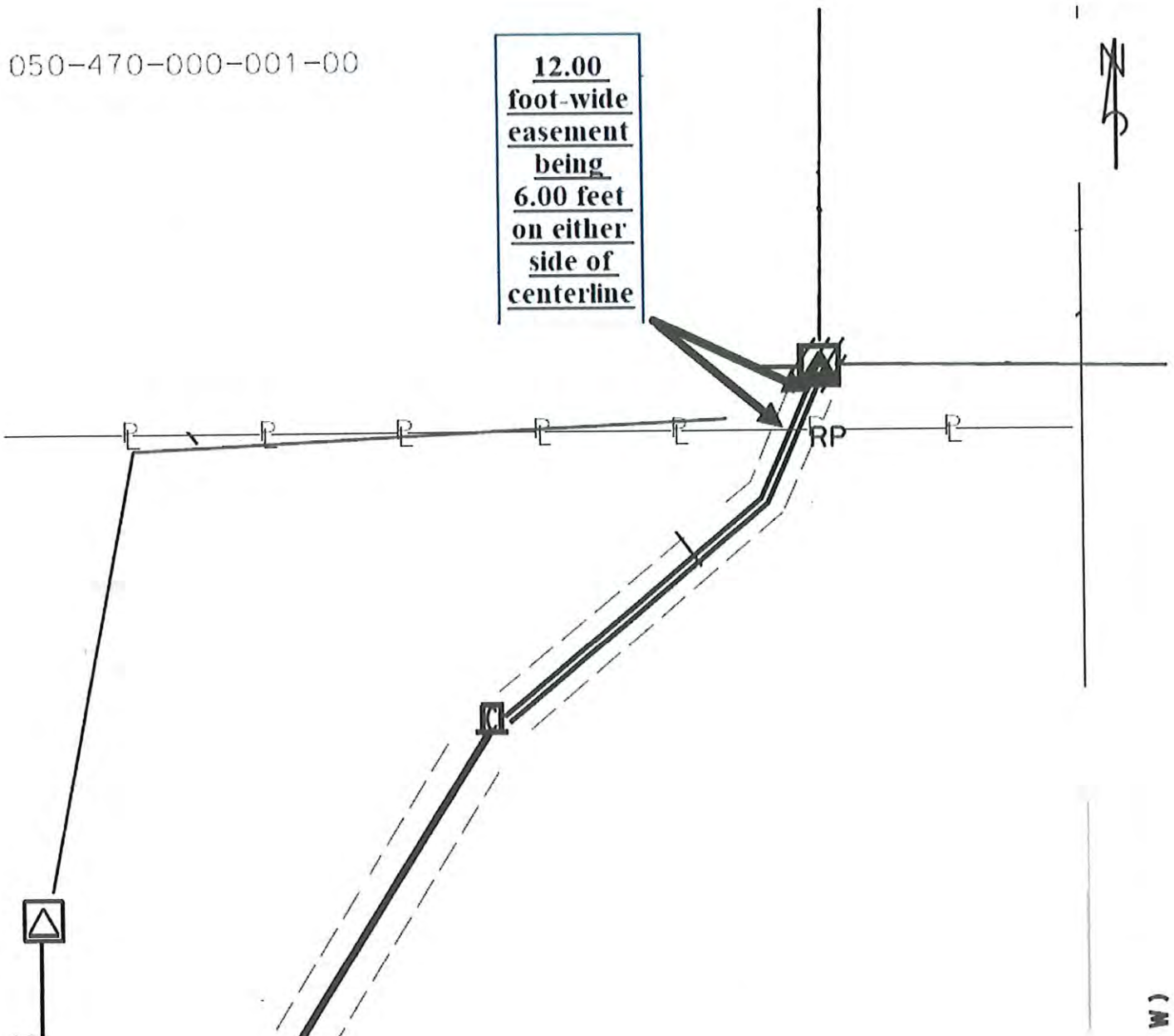
Also known as: North Water Street, Owosso, Michigan 48867

Parcel ID: 050-470-000-001-00

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.





MEMORANDUM

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

DATE: March 26, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Amy Fuller, Assistant City Manager

SUBJECT: Parks and Recreation Millage

BACKGROUND:

The Owosso Parks and Recreation Commission voted at their December 6, 2023 meeting to ask City Council to put a millage request on the August 2024 ballot. The ballot measure would request that .5 mill be levied for park capital improvements per the 2023 five-year Owosso Parks and Recreation Master Plan.

The voters previously passed the 2018 Parks and Historic Sites Millage, of which approximately \$250,000 was earmarked for the city's parks. Due to this funding, the Commission has been able to add pickleball courts at Bentley Park, increase parking and repair drainage problems at Bennett Fields, add a canoe/kayak landing downtown, build a playground at Collamer Park, install two new docks at Collamer Park, install disc golf signage, purchase a new scoreboard and make building improvements at Rudy DeMuth Fields, bring water to the community gardens and dog park at Collamer Park, plant trees at Hugh Parker Fields, make amphitheater improvements, and purchase new grills and picnic tables for several parks.

None of this work was accomplished alone, the Parks and Recreation Commission has consistently partnered with community organizations to make the millage funds stretch as far as possible. The above projects wouldn't have been possible without help from Saginaw Bay WIN, the Kiwanis Club, the Curwood Festival, the Owosso baseball and softball communities, and countless community members who have helped along the way.

There has been significant progress but with a park system consisting of approximately 250 acres and amenities dispersed over 12 parks, there is still more work to be done. The Commission suggests asking the voters for another millage to allow them to continue to make improvements to the city's parks.

FISCAL IMPACTS:

If passed by the voters in August of 2024, this ballot measure would generate an estimated \$170,000 per year for two years. These funds, if approved in August by the voters will be earmarked for parks and recreation capital improvements.

RESOLUTION NO.

PLACING A PARKS AND RECREATION MILLAGE ON THE 2024 AUGUST PRIMARY BALLOT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that recreation opportunities are important to the community as a whole; and

WHEREAS, the City of Owosso has created a Parks and Recreation Commission to provide quality parks and recreation opportunities; and

WHEREAS, in 2018 the voters of the City of Owosso approved a millage for two (2) years on all property within the City, the levy of which was dedicated to support parks and historic sites; and

WHEREAS, the 2018 millage has expired and the Owosso City Council believes that it is desirable to continue to make improvements to the city's parks through the levy of another .5 maximum millage for two (2) years for that purpose; and

WHEREAS, it is estimated that such levy would generate \$170,000 each year from property within the City of Owosso; and

WHEREAS, the 2024 primary election on August 6, 2024 is the next available election when the millage question can be placed on the ballot.

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

FIRST: the City Clerk is hereby authorized and directed to file a request with the Shiawassee County Clerk's Office requesting the Owosso parks millage proposal be placed on the 2024 primary election ballot for August 6, 2024.

SECOND: the proposition to be placed on the ballot for consideration by the registered voters in the City of Owosso be printed as follows:

**PROPOSITION TO AUTHORIZE THE LEVYING OF .05 MILLS TO
PROVIDE FUNDING TO MAINTAIN, IMPROVE, AND UPGRADE PARKS
WITHIN THE CITY OF OWOSSO**

Shall the City of Owosso levy a new additional millage of .5 mill (\$.50 per \$1,000.00) on taxable value of property located in the City of Owosso, in accordance with Section 9.1 of the Owosso City Charter? The millage shall be levied for two years beginning with the 2025 tax levy year and running through the 2026 tax year (inclusive). If approved, the millage will raise, in the first year of such levy, an estimated revenue of \$170,000 per year to provide funding to the City of Owosso Parks and Recreation Commission. Revenue will be used to maintain, improve, and upgrade parks within the City of Owosso.

If approved and levied in full, a portion of such millage may be subject to capture by the Owosso Downtown Development Authority and Owosso Brownfield Redevelopment Authority.

Yes/No



MEMORANDUM

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

DATE: April 1, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Aleigha Geiger, City Utility Biller

SUBJECT: Unpaid Utility Billings to be transferred to Taxes

RECOMMENDATION:

The Water Department asks that Council please review the list and, if acceptable, approve publication of Notice of Collection by the Clerk's Office.

BACKGROUND:

In accordance with the Charter, this time each year the Water Department prepares a listing of unpaid water/sewer bills that could be transferred to taxes. The unpaid bill listing is primarily made up of unpaid past due, final water bills, but can include active uncollectible bills from the previous year.

A letter explaining the collection procedure will be sent to each owner along with a copy of the original billing. Any billing that remains unpaid after April 30, 2024 will be added to the 2024 summer real property tax bill with an additional 10% penalty.

If you have any questions, please direct them to Katherine Fagan or myself.

FISCAL IMPACTS:

Theoretically there would be no fiscal impacts as the unpaid charges are transferred to taxes, though in actuality we do experience some losses. As with special assessments for demolition or clean-up costs unpaid utilities liens could potentially fall victim to the tax sale process if the property goes into tax foreclosure.

Delinquent Utilities to Tax List

Tuesday, March 26, 2024

<u>Service Address</u>	<u>Owner Name</u>	<u>Customer Name</u>	<u>Parcel #</u>	<u>Delq Utility Amount</u>	<u>Penalty</u>	<u>Total</u>
422 ABBOTT ST	LUDINGTON, ANNIE	HARRIS ALISSA	050-140-001-001-00	\$22.46	\$2.25	\$24.71
1018 ADA ST IRR	SMITH, GARY	SMITH, GARY	050-510-000-022-00	\$301.44	\$30.14	\$331.58
521 ADAMS ST	CLEARWATER ENTERPRISES, LLC	MCANDREW ROXIE M	050-250-036-003-00	\$142.91	\$14.29	\$157.20
626 ALGER AV	LAMROUEX, ASHLEY & PARKER, CAROL	CHAPMAN RYAN	050-010-017-035-00	\$385.34	\$38.53	\$423.87
848 ALGER AV	THOMAS, EDWARD	THOMAS EDWARD	050-010-002-026-00	\$328.61	\$32.86	\$361.47
820 BEEHLER ST	LABRANCHE, DAVID J & JUDITH	LABRANCHE DAVID	050-660-006-016-00	\$384.41	\$38.44	\$422.85
424 CASS ST	AVITTS, DEBORAH	AVITTS DEBORAH	050-651-000-015-00	\$218.18	\$21.82	\$240.00
425 CASS ST	MCNINCH, ROBERT C II	MCNINCH ROBERT II	050-651-009-006-00	\$549.55	\$54.95	\$604.50
704 N CHIPMAN ST	HICKS, CHRISTOPHER J	CONKLIN JACOB	050-690-000-028-00	\$225.91	\$22.59	\$248.50
221 S CHIPMAN ST	MINCY, CRAIG ANTHONY	JACKSON LOIS	050-100-001-015-00	\$562.58	\$56.26	\$618.84
300 S CHIPMAN ST	HOENICKE, RAYMOND & SHARON	HOENICKE RAYMOND	050-623-000-003-00	\$88.74	\$8.87	\$97.61
309 S CHIPMAN ST	WALLEN INVESTMENTS MICHIGAN, LLC	WALLEN INVESTMENTS MI INC	050-100-002-004-00	\$90.63	\$9.06	\$99.69
309 S CHIPMAN ST	WALLEN INVESTMENTS MICHIGAN, LLC	WALLEN INVESTMENTS	050-100-002-004-00	\$30.27	\$3.03	\$33.30
421 CLINTON ST	SCHMITTER, NICHOLAS	SCHMITTER NICHOLAS	050-651-003-010-00	\$501.94	\$50.19	\$552.13
510 CLYDE ST	WELLS FARGO BANK	VANSTRATE AMY	050-270-000-133-00	\$291.63	\$29.16	\$320.79
540 E COMSTOCK ST	DEUTSCHE BANK NATIONAL TRUST	BRYAN SANDRA/MCCARTY LEON	050-180-003-001-00	\$391.79	\$39.18	\$430.97
839 E COMSTOCK ST	VANHORN, DEBRA	VANHORN DEBRA	050-580-000-077-00	\$471.94	\$47.19	\$519.13
214 CORUNNA AV APT 2	MILLER, DAVID J TRUST	STREET POTTER ANGEL	050-651-022-009-00	\$245.35	\$24.53	\$269.88
306 CORUNNA AV	RESSEGUIE, MIKE W	BLACKER JOSH	050-651-022-004-00	\$122.14	\$12.21	\$134.35
980 CORUNNA AV	SPALENY, LAWRENCE & TIA	UNDERWOOD JR THEODORE	050-010-022-003-00	\$274.45	\$27.44	\$301.89
718 N DEWEY ST	HOWARD, CHANCE & FOSTER, REBECCA	ROMANCZUK CHELSIE	050-140-003-001-00	\$114.63	\$11.46	\$126.09
804 N DEWEY ST	WOOD, EARL	WOOD EARL	050-140-003-005-00	\$268.74	\$26.87	\$295.61
755 DIVISION ST	SWARTHOUT, TINA	SWARTHOUT TINA	050-420-005-009-00	\$503.71	\$50.37	\$554.08
808 DIVISION ST	ELLIOTT, LAWRENCE D & CAROLYN J	ELLIOTT CAROLYN	050-652-008-004-00	\$471.94	\$47.19	\$519.13
426 E EXCHANGE ST	ADKINS, JAMES & BETTY	ADKINS JAMES D	050-666-000-015-00	\$283.01	\$28.30	\$311.31
503 E EXCHANGE ST	AESCHLIMAN, BAYLEE	AESCHLIMAN BAYLEE	050-666-000-029-00	\$152.14	\$15.21	\$167.35
508 E EXCHANGE ST	RUSSELL, ROBERT	FOSTER CHARLES	050-666-000-038-00	\$501.66	\$50.17	\$551.83
303 GENESEE ST	GUTTING, JAMES L	LUNA TERRY	050-651-006-012-00	\$91.74	\$9.17	\$100.91
305 GENESEE ST	KOPASZ, LAWRENCE	BLACKOUT CONSTRUCTION LLC	050-651-006-011-00	\$471.94	\$47.19	\$519.13
615 GLENWOOD AV	SELBIG, STEVEN & TONI C	SELBIG STEVEN	050-010-015-014-00	\$423.28	\$42.33	\$465.61
667 GLENWOOD AV	GILLIAM, HARLAN A	GILLIAM HARLAND	050-010-015-001-00	\$471.94	\$47.19	\$519.13
201.5 GOODHUE ST	SVARC, DAREN	KRYS MATTHEW	050-240-003-001-00	\$147.64	\$14.76	\$162.40
811 GRACE ST	EHLERT, WILLIAM L & WHITNEY D	BAILEY SHIRLEY	050-622-003-007-00	\$692.39	\$69.24	\$761.63
617 GRAND AV	FURR, LARRY & SUSAN	FURR SUSAN	050-420-003-004-00	\$298.74	\$29.87	\$328.61

731 GRAND AV	JENKINS, CHRISTOPHER M	JENKINS CHRISTOPHER	050-420-006-009-00	\$181.81	\$18.18	\$199.99
524 HARRISON AV	LARRIVEY, ROBERTO	HADDIX JANET	050-010-024-008-00	\$227.64	\$22.76	\$250.40
643 N HICKORY ST	SCHUTT, NICHOLAS	SCHUTT NICHOLAS	050-240-002-019-00	\$201.31	\$20.13	\$221.44
917 N HICKORY ST	BLANKS, CHERYL A	BLANKS CHERYL	050-460-003-001-00	\$471.94	\$47.19	\$519.13
817 ISHAM ST	LEE, THOMAS E	LEE THOMAS	050-602-004-006-00	\$471.94	\$47.19	\$519.13
916 E KING ST	CANZE, CHRISTOPHER	NEWMAN CHRISTOPHER	050-020-000-005-00	\$152.14	\$15.21	\$167.35
115 W KING ST APT B	SHATTUCK, MAURICE B JR & JENNIFER	SHATTUCK MAURICE	050-640-033-001-00	\$69.96	\$7.00	\$76.96
412 E MAIN ST	EDEN PRAIRIE RES CARE SVCS, LLC	VANNOORD, JESSE	050-542-000-005-00	\$538.00	\$53.80	\$591.80
908 W MAIN ST	MOSKAL, PHILIP	MOSKAL, PHILIP	050-660-015-006-00	\$377.91	\$37.79	\$415.70
1205 W MAIN ST	PRINCE, TROY O	MICHIGAN AUTO PLAZA	050-113-014-001-00	\$385.34	\$38.53	\$423.87
1500 MCMILLAN AV	LEAF RELEAF LABS, LLC	LEAF RELEAF LABS	050-553-000-008-00	\$581.56	\$58.16	\$639.72
312 S OAK ST	MCCURDY, KARLA & MICHAEL	MCCURDY KARLA	050-180-005-007-00	\$471.94	\$47.19	\$519.13
316 OAKWOOD AV	DSV SPV3, LLC	COMBS JUSTIN	050-580-000-054-00	\$2,020.15	\$202.01	\$2,222.16
1000 W OLIVER ST	STUART, GUY IV	STUART III GUY	050-670-004-011-00	\$201.38	\$20.14	\$221.52
1217 PEARCE ST	WEINERT, GREGORY M & JOANN	WEINERT GREGORY	050-270-000-080-00	\$165.27	\$16.53	\$181.80
414 N SAGINAW ST	ROCKWELL, CYNTHIA	LALONDE WANDA	050-470-008-006-00	\$81.69	\$8.17	\$89.86
621 N SAGINAW ST	ROY, LAURIE	ROY LAURIE	050-240-003-006-00	\$455.57	\$45.56	\$501.13
1145 S SHIAWASSEE ST	MOLNAR, GARY	RULE ERIC	050-115-002-018-00	\$19.72	\$1.97	\$21.69
1149 S SHIAWASSEE ST	LAWSON, THOMAS J	LAWSON THOMAS	050-115-002-019-00	\$203.41	\$20.34	\$223.75
1408 W STEWART ST	CRAYNE, JUSTIN & EVA	BISHOP GREGORY	050-113-010-004-00	\$19.99	\$2.00	\$21.99
1015 S WASHINGTON ST	CROWE PROPERTIES, LLC	YAKLIN TRAVIS	050-652-011-012-00	\$201.54	\$20.15	\$221.69
647 N WATER ST	SIMPLEX PROPERTIES, LLC	LIGHTHILL BLAYZE	050-470-035-004-00	\$39.26	\$3.93	\$43.19
1220 N WATER ST	FOOTE, DEBORAH & EDITH	FOOTE DEBORAH	050-390-005-007-00	\$370.38	\$37.04	\$407.42
321 E WILLIAMS ST	LAWSON, TIMOTHY P	LAWSON TIMOTHY	050-470-008-010-00	\$535.02	\$53.50	\$588.52
Totals:				\$18,968.64	\$1,896.78	<u>\$20,865.42</u>