

OWOSSO CITY COUNCIL

OCTOBER 16, 2006

7:30 P.M.

PRESIDING OFFICER: MAYOR LINDA L. ROBERTSON

OPENING PRAYER: MAYOR LINDA L. ROBERTSON

PLEDGE OF ALLEGIANCE: REVERAND JAMES EATON
FIRST CONGREGATIONAL CHURCH

PRESENT: Mayor Linda L. Robertson, Mayor Pro-tem Mark D. Owen,
Councilpersons Michael E. Bruff Michael N. Cline, Joane E. Ford,
Matthew B. Harvey, and Justin R. Horvath.

ABSENT: None.

APPROVE AGENDA

Motion by Councilperson Bruff to approve the agenda as presented.

Motion supported by Councilperson Harvey and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 2, 2006

Motion by Councilperson Ford to approve the Minutes of the Regular Meeting of October 2, 2006 as presented.

Motion supported by Councilperson Cline and concurred in by unanimous vote.

CITIZEN COMMENTS AND QUESTIONS

Henrietta Sparkes, 607 East Grand River Road, Laingsburg, commented on her run for County Commissioner District 6.

Gary Martenis, 705 Lingle Avenue, commented on a lingering traffic barricade, traffic obstructions due to parked cars and inquired as to whom traffic concerns should be addressed.

Utilities Director Gary Burk commented on recent work in the area mentioned by Mr. Martenis.

City Manager Gregg Guetschow indicated traffic concerns could be addressed to Public Safety Director Michael Compeau.

Burton Fox, 216 East Oliver Street, thanked Council for their efforts in recent negotiations for water service to the Townships.

Councilperson Bruff inquired about the possibility of developing the hotel site as green space.

Community Development Director Philip Hathaway indicated the idea should be researched and that consideration be given to the offer currently on the table.

There was general Council/Staff discussion regarding how much money the City would owe the State and the jobs creation requirement for the grant.

CONSENT AGENDA

Motion by Councilperson Harvey to approve the Consent Agenda as follows:

Warrant No. 334. Accepted Warrant No. 334 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional Services covering the period of September 13, 2006 to October 10, 2006	General	\$13,048.96

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilperson Ford, Mayor Pro-Tem Owen, Councilpersons Bruff, Horvath, Cline, Harvey, and Mayor Robertson.

NAYS: None.

ITEMS OF BUSINESS

ORDINANCE AMENDMENT – ZONING

ORDINANCE NO. 680

Tabled from the meeting of October 2, 2006.

There was general discussion regarding the definition of “contractor”, its agreement with State Law, provisions for conflict of interest, and possibly including a money threshold in the definition.

WHEREAS, the City Council, after due and legal notice, has met and everyone having been heard, motion by Councilperson Ford that the following ordinance be adopted:

AN ORDINANCE TO AMEND CHAPTER 38, ZONING, ARTICLE XXI, *BOARD OF APPEALS*, SECTIONS 38-501 THROUGH 38-503, OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN.

THE CITY OF OWOSSO ORDAINS:

Section 1. That, Chapter 38, Zoning, Article XXI, *Board of Appeals*, Sections 38-501 through 38-503, of the Code of Ordinances of the City of Owosso, Michigan shall be and the same is hereby amended to read as follows:

Sec. 38-501. Creation and membership.

(a) *Establishment.* There is hereby established a city zoning board of appeals in accordance with Act No. 110 of the Public Acts of Michigan of 2006 (MCL125.3101 et seq., as amended. The board of appeals shall perform its duties and exercise its powers as provided by Section 603 of the Act, as amended, and in such a way that the objectives of this chapter may be equitably achieved; that there shall be provided a means for competent interpretation and controlled flexibility in the application of this chapter; that the health, safety and welfare of the public be secured, and that substantial justice be secured.

(b) *Membership, terms of office.* The board shall consist of five (5) members: One (1) member being a member of the planning commission; the remaining regular members and any alternate members shall be selected from the electors of the City of Owosso residing within the City who shall be representative of the population distribution and of the various interests present in the local unit of government. One regular member may be a member of the City Council but shall not serve as chairman of the zoning board of appeals. An employee or contractor of the City may not serve as member of the zoning board of appeals. As used in this subsection “contractor” means any individual that is a party, directly or indirectly, through an entity in which he or she has an ownership interest to an agreement with the City, wherein that individual or entity provides goods or services to the City. Except for the planning commissioner or Council appointments that are not term limited. Appointments for the first year to be made for a period of one (1), two (2), and three (3) years respectively, two (2) of which shall be appointed for three (3) years, so as nearly as may be to provide for the appointment of an equal number each year, thereafter each member to hold office for the full three-year term. Two (2) alternate members shall be appointed. Appointments for the first year are to be made for two (2) and three (3) years respectively, thereafter each alternate to hold office for the full three-year term. A successor shall be appointed not more than 1 month after the term of the preceding member has expired. The alternate members may sit as regular members of the board of appeals in the absence of a regular member if a regular member is absent from or unable to attend one (1) or more meetings of the board of appeals or for a period of more than thirty (30) consecutive days. An alternate member may also be called to serve in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate member having been selected shall serve in the case until a final decision has been made. The alternate member shall have the same voting rights as a regular member of the board of appeals. All members of the board shall serve without compensation. Board vacancies shall be filled by council appointment for the unexpired terms remaining. The board shall annually elect a chairman, vice-chairman and secretary. Members of the board of appeals shall be removable by the council for nonfeasance, malfeasance and misfeasance in office upon written charges and after public hearing.

(c) *Training for board of appeals members.* It shall be the duty of the building inspector to carefully review with each new member of the board of appeals the provisions of this chapter, most importantly the provisions of Article XXI as they regard the duties, powers and scope of responsibility that each board member will assume while a member of the board of appeals. Furthermore, once each year the city building inspector may, at the board's request, review with the entire board of appeals their duties, powers, scope of responsibilities and the procedures and policies set forth for the board of appeals in the chapter.

(Ord. No. 437, § 5.110, 9-16-85)

Sec. 38-502. Organization and procedures.

(a) *Rules of procedure.* The board of appeals shall adopt its own rules of procedure as may be necessary to conduct its meetings and carry out its function. The board shall choose its own

chairperson, and in his or her absence, an acting chairperson. The rules of procedure shall contain compliance requirements consistent with Section 601 PA 110 of 2006 as amended and that is a member must disqualify himself or herself from a vote in which the member has a conflict of interest. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office.

(b) *Meetings.* Meetings shall be held at the call of the chairperson and at such times as the board of appeals may determine. All meetings by the board shall be open to the public. The board may declare any meeting, or part of any meeting, a study meeting to pursue matters of business without comment or interruption from the public in attendance. A writing prepared, owned, used, in the possession of, or retained as required by this act shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

State Law References: Open meetings act, MCL 15.261 et seq., MSA 4.1800(11) et seq.

(c) *Records.* Minutes shall be recorded of all proceedings which shall contain the evidence received, the findings of fact and data relevant to every case considered, together with the votes of the members and the final disposition of each case. Such minutes shall be filed in the office of the city clerk and shall be made available to the general public.

(d) *Counsel.* The city attorney shall act as legal counsel for the board and shall be present at all meetings upon request of the board.

(e) *Hearings and notice.* The board of appeals shall fix a reasonable time for the public hearing of the appeal and give due notice thereof to all persons to whom any real property within three hundred (300) feet of the premises in question is assessed, and to the occupants of all single- and two-family dwellings within three hundred (300) feet regardless of whether the property or occupant is located in the zoning jurisdiction, such notice to be published in a newspaper of general circulation and to be delivered personally or by mail addressed to the respective owners at the address given in the last assessment roll at least 15 days in advance of the public hearing and shall decide the same within a reasonable time. If the tenant's name is not known, the term "occupant" may be issued. The board may require any party applying to the board for relief to give such notice to other interested parties as it shall prescribe. Upon the hearing, any party may appear in person or by agent or by attorney. The board of appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the premises and to that end shall have all powers of the officer from whom the appeal is taken. Where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this chapter, the board of appeals may in passing upon appeals vary or modify any of its rules, regulations or provisions relating to the construction, or structural changes in equipment, or alteration of buildings or structures, or the use of land, buildings, or structures, so that the spirit of the ordinance shall be observed, public safety secured and substantial justice done. The board may recess such hearing from time to time and, if the time and place of the continued hearing is publicly announced at the time of adjournment of the board hearing, no further notice shall be required.

(f) *Decisions.* The board of appeals shall return a decision on a case within sixty (60) days after a request or appeal has been filed, unless a further time is agreed upon with the parties concerned. Any decision of the board shall not become final until expiration thereof five (5) days from the date of entry of such order, unless the board shall find the immediate effect of such order is necessary for the preservation of property or personal rights and shall so certify on the record.

(g) *Quorum and vote.* The presence of three (3) members shall be necessary to constitute a quorum. A vote of a majority vote of the full board shall be necessary to reverse any order, requirement, decision, or determination of the city building official or to decide in favor of the applicant on any matter upon which they are required to pass under this chapter or to effect any variation in this chapter.

(j) *Reports to council.* At intervals of not greater than one (1) year, the board of appeals shall, by written report to the council, list all applications and appeals made to it since its last report, and shall summarize its decisions on such applications and appeals.
(Ord. No. 437, § 5.111, 9-16-85; Ord. No. 549, § 1, 12-4-95)

Sec. 38-503. Appeals.

(a) *Filing of appeals.* Appeals to the board of appeals may be made by any person aggrieved, or by any officer, department, board or bureau of the city. Any appeal from the ruling of the building inspector concerning the enforcement of the provisions of the chapter shall be made to the board of appeals within ten (10) days after the date of the notice of the building inspector's decision. Such appeal shall be filed with the secretary of the board of appeals and with the city building inspector, and shall specify the grounds for the appeal. The city building inspector shall immediately transmit to the secretary of the board all papers constituting the record upon which the action appealed from was taken.

(b) *Stay.* An appeal shall stay all proceedings in furtherance of the action appealed from unless the city building inspector certifies to the board of appeals after notice of appeal has been filed with her/him that by reason of facts stated in the certificate a stay would, in the inspector's opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed otherwise than by a restraining order, which may granted by the board of appeals, or, on application, by court of record.

(c) *Fees.* A fee, as established by the city council, shall be paid to the City at the time the petitioner files an application with the board. The purpose of such fee is to cover, in part, the necessary advertisements, investigations, hearing records and other expenses incurred by the board in connection with the appeal. No fee shall be charged if the city or any official body of the city is the moving party.

(d) *Review by circuit court.* Any party aggrieved by any order, determination or decision of any officer, agency, board, commission, board of appeals or the council which has acted pursuant to the provisions of Act No. 110 of the Public Acts of Michigan of 2006, as amended, and Act No. 285 of the Public Acts of Michigan of 1931 (MCL 125.31 et seq., MSA 5.2991 et seq.), as amended may obtain a review thereof both on the facts and the law, in the circuit court of the county; provided, that application is made to the court within thirty (30) days after the board of appeals certifies its decision in writing or approves the minutes of the decision; and further provided, that all other means of local appeal and review as provided in this chapter have first been exhausted. The circuit court shall review the record and decision of the board of appeals to ensure that the decision:

- (1) Complies with the constitution and laws of the state;
- (2) Is based upon proper procedure;
- (3) Is supported by competent, material, and substantial evidence on the record;
- (4) Represents the reasonable exercise of discretion granted by law to the board of appeals.

If the circuit court finds the record of the board of appeals inadequate to make the review required by this section, or that there is additional evidence which is material and with good reason was not presented to the board of appeals on conditions which the court considers proper, the board of appeals may modify its findings and decision as a result of the new proceedings, or may affirm its original decision. The supplementary record and decisions shall be filed with the courts. As a result of this review the circuit may affirm, reverse, or modify the decision of the board of appeals.

Section 2. This Ordinance shall become effective November 5, 2006.

Section 3. This Ordinance may be purchased or inspected in the City Clerk's Office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Bruff, Cline, Ford, Harvey, Horvath, and Mayor Robertson.

NAYS: Mayor Pro-Tem Owen.

ORDINANCE AMENDMENT – ADMINISTRATION

ORDINANCE NO. 681

Tabled from the meeting of October 2, 2006.

WHEREAS, the City Council, after due and legal notice, has met and everyone having been heard, motion by Mayor Pro-Tem Owen that the following ordinance be adopted:

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE VII, *MUNICIPAL EMPLOYEES' PENSIONS*, SECTION 2-411, OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN BY ADDING SECTION 2-411 (d).

THE CITY OF OWOSSO ORDAINS:

Section 1. That, Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-411(d), of the Code of Ordinances of the City of Owosso, Michigan shall be and the same is hereby amended to read as follows:

- (d) If a former member:
- i. is re-employed after January 1, 2007;
 - ii. has at least thirty (30) months previous credited service; and
 - iii. his or her re-employment with the City occurs after three (3) years but within a period of fifteen (15) years from and after the date the former member last separated from the City service, then

the former member's forfeited credited service may be restored to the member's credit, provided the member deposits his or her withdrawn contributions accumulated and interest pursuant to Section 2-429(d) within five (5) years after the member becomes reemployed with the City. If a member deposits his or her withdrawn contributions and interest, the service credit for the first period of employment shall be calculated based upon the factor and final average compensation in effect on the date of first separation from employment with the City. Upon a member's retirement or death, the member shall

thereupon cease to be a member.

Section 2. This Ordinance shall become effective November 5, 2006.

Section 3. This Ordinance may be purchased or inspected in the City Clerk's Office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilpersons Harvey, Ford, Horvath, Mayor Pro-Tem Owen, Bruff, Cline, and Mayor Robertson.

NAYS: None.

FIRE AND EMERGENCY TRAINING NETWORK AGREEMENT

Motion by Mayor Pro-Tem Owen to approve the following agreement with Fire & Emergency Training Network for educational materials in the amount of \$2,886.93 per year as follows:

**FETN
Fire & Emergency Training Network
Subscription Agreement
1-800-845-2443**

Tax ID # 20-2556798

Shipping/Billing Address

Subscriber Name: OWOSSO FIRE & AMBULANCE
202 S. Water Street
Owosso, MI 48867
(989)725-0592, FAX (989)725-0528

Customer # 256642
Roster Members: 19

Subscriber to Initial Applicable Services: LICENSE TERM:	60 Months Start date July 1, 2006 to Expiration date June 30, 2011
FETN PRIMENet with DVOD SUBSCRIPTION:	\$ 2,055.00
FETN Monthly DVD:	\$ 1,200.00 (Combo rate)
Total Annual Rate:	\$ 3,255.00
Less 5 Year 1.5% Discount:	\$ 488.00
TOTAL ANNUAL RATE:	\$2,767.00 Plus \$119.88 shipping/handling

This non-cancelable subscription agreement includes 24/7 access to FETN Fire & EMS online video libraries plus online testing and record management system for Owosso Fire & Ambulance roster members only. Subscription also includes FETN Monthly DVD package with CD ROM "Instructors Disc" containing corresponding written lesson plans, tests and answer keys.

Subscriber agrees that FETN content will be viewed only by personnel of the subscribing organization and acknowledges that all FETN materials are copyrighted. Failure to adhere to such copyrights is a violation of Federal Law.

TERMS AND CONDITIONS

Together with the contents on page one of this order form, these Terms and Conditions constitute the agreement (this "Agreement") between Fire & Emergency Training Network ("FETN") and Subscriber.

1. Services. Subscriber is subscribing to FETN's instructional programs (the "Programs") and other services selected above.
2. Term. The term of this Agreement will begin upon the delivery of video of the Programs, Or upon installation of satellite equipment, or upon the date of this Agreement if equipment is presently installed, and will continue for the Initial Term, unless extended as provided herein.
3. Equipment. If necessary, FETN will provide the equipment necessary to utilize the services selected, except for video cassette recorders/players, computer hardware or software and television sets (the "Equipment"), within 90 days. Any satellite receive equipment will be installed pursuant to an Installation Agreement executed on the date hereof ("Installation Agreement") governing the terms of installation, Subscriber acknowledges that FETN owns all right, title and interest in the Equipment. Subscriber agrees to keep the Equipment in good working condition and to immediately notify FETN if the Equipment requires any repairs or services. FETN will provide, at its cost, all repairs or services to the Equipment; provided that Subscriber will reimburse FETN for the cost of any repairs or services required as a result of Subscriber's negligence.

4. Service Fees. Subscriber will pay FETN Fees, within 30 days of invoicing. If Subscriber relocates, Subscriber will be responsible for all costs incurred by FETN to relocate the Equipment and provide services at the new location. Failure to pay any sum within 10 days of the due date will constitute a default of this Agreement. Past due sums will bear interest from the due date until paid at 12% per month or the maximum rate permitted by law, whichever is less. Subscriber will also pay, in addition to all other charges and fees, an taxes, however designated or levied, based upon the charges or fees, or upon the services provided under this Agreement.
5. Covenants of Subscriber. Subscriber agrees to use the Equipment only in connection with the Programs. Subscriber further agrees to permit only Subscriber's personnel to use the Equipment and view the Programs and only at the Premises. Subscriber will not broadcast, rent, sell, or otherwise distribute the Programs to any other location. Subscriber will not copy, reverse engineer, or otherwise decompile the Software for any purposes whatsoever (except to make a backup for archival purposes).
6. WARRANTY. FETN DOES NOT MAKE, AND SUBSCRIBER EXPRESSLY WAIVES, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE PROGRAMS, TITLES, EQUIPMENT, OR SERVICES. Subscriber understands that satellite telecasting is an endeavor of high technical complexity and agrees that lack of Program availability (downtime) will not constitute a breach of this Agreement. FETN does not warrant that satellite reception of the Programs will be uninterrupted or trouble-free.
7. LIMITATION OF LIABILITY. FETN IS NOT LIABLE FOR ANY ACTUAL, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED, TO LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT, EVEN IF FETN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FETN'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, THREE TIMES THE MONTHLY SERVICE FEE.
8. Remedies. If Subscriber defaults in any of it's obligations, FETN may, in addition to any other remedies, terminate this Agreement, upon which, Subscriber will pay FETN, as liquidated damages and not as a penalty, and in addition to any other remedies, a sum equal to the Monthly Service Fees due under the remaining term of this Agreement, plus, if FETN installed any Equipment, \$300.00 for de-installation.
9. Action upon Termination. Upon termination of this Agreement for any reason, Subscriber will immediately cease using the Programs and Equipment, and will return the TOD Titles (if these services were selected) to FETN, at Subscriber's cost, via insured shipment, If FETN installed any satellite receive equipment, Subscriber will provide reasonable access to FETN for the removal of that equipment. Subscriber will reimburse FETN an amount equal to 80% of the regular purchase price for those TOD Titles not returned.
10. Successors and Assigns. FETN may assign this Agreement and any of its rights and may delegate any of its obligations hereunder. Subscriber may not assign this Agreement without the express prior written consent of FETN. Any attempt by Subscriber to assign this Agreement without such consent will be void and will constitute a default. FETN will not unreasonably withhold consent of an assignment to a successor operating out of the Premises. Failure to assign this Agreement to a successor will not be cause for termination of this Agreement This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
11. Force Majeure, Failure of either party to perform its obligations, other than Subscriber's obligations to pay any charges when due, will not be a default or breach if the failure is the result of acts of God, any government or regulatory agency, common carrier, equipment manufacturer, or cause beyond the reasonable control of FETN or Subscriber, such as, but not limited to, fire, explosion, flood, strike, riot, communications or power supply, delay in delivery or failure or malfunction of equipment.
12. GOVERNING LAW. THIS AGREEMENT IS TO BE CONSTRUED, ENFORCED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, WITH VENUE IN DALLAS COUNTY, TEXAS.
13. Entire Agreement. Except for the Installation Agreement, this Agreement constitutes the entire Agreement between FETN and Subscriber and supersedes all prior agreements and negotiations, written or oral, relating to this subject matter. No change or waiver of the provisions of the Agreement will be valid or enforceable unless in writing and executed by the party against whom the change or waiver is sought to be enforced. Any terms or conditions in addition to or inconsistent with the preprinted terms and conditions of this Agreement are of no force or effect unless expressly agreed to in writing signed by an authorized representative of FETN.

Motion supported by Councilperson Ford.
Roll Call Vote.

AYES: Councilpersons Horvath, Ford, Mayor Pro-Tem Owen, Councilpersons Bruff, Cline, Harvey, and Mayor Robertson.

NAYS: None.

OUT OF TOWN WATER SERVICE REQUEST – 1791 WEST DOWLING DRIVE

There was general discussion regarding how long the parcel has had water service and the conditions of the potential sale of the property.

Motion by Mayor Pro-Tem Owen to approve the request for an additional water service at 1791 West Dowling Drive.

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilpersons Harvey, Bruff, Mayor Pro-Tem Owen, Councilpersons Horvath, Ford, Cline, and Mayor Robertson.

NAYS: None.

CHANGE ORDERS

There was general discussion regarding whether any changes needed to be made, the importance of having such a written procedure, and if the new procedure would be difficult for staff to implement.

Council agreed to try the following procedure for the handling of change orders:

1. Council would be required to authorize in advance any change order that would result in the expansion of the scope of a project in excess of \$5000. Council should expect that in some cases it will be necessary to call a special meeting to solicit the necessary approval in order to avoid delaying a project.
2. Council would be notified in writing at its next meeting of contract changes that might result in increases in a contract in excess of 5% of the authorized contract amount. The 5% notification requirement would permit additional expenditures in excess of the \$5000 bid requirement but this would only apply in situations in which the contract is in excess of \$100,000.

TRAFFIC CONTROL ORDERS RULES AND REGULATIONS

There was general discussion regarding structuring the rules to be relevant to both known and unknown organizations that may wish to use City parking lots, requiring users to provide the rules and regulations governing their event, requiring an appeals procedure within those rules, organizations serving a "legitimate public purpose", and the insurance requirement of the City's proposed rules. The proposed rules will be presented for formal adoption at the meeting of November 6, 2006.

FIFTH MONDAY MEETING

There was general discussion regarding whether to officially cancel the meeting or announce the meeting location was being moved. Councilperson Harvey noted he will be out of town October 30, 2006. Motion by Mayor Pro-Tem Owen to move the October 30, 2006 meeting location from the City Hall Council Chambers to the Owosso Middle School.

Motion supported by Councilperson Ford.

Roll Call Vote.

AYES: Councilpersons Bruff, Ford, Mayor Pro-Tem Owen, Cline, Horvath, Harvey, and Mayor Robertson.

NAYS: None.

COMMUNICATIONS

Richard C. Williams, Finance Director. Revenue & Expenditure Comparison Report.
John F. Archer, Building Official. September 2006 Building Department Report.
John F. Archer, Building Official. September 2006 Code Violations Report.
Michael T. Compeau, Public Safety Director. September 2006 Police Department Report.
Michael T. Compeau, Public Safety Director. September 2006 Fire Department Report.
Downtown Development Authority. Minutes of Meeting of October 4, 2006.

There was general discussion regarding amending the motion adopting the Zoning ordinance amendment because of references in the ordinance to holding closed meetings. It was decided to correct the problem and bring the item back at the next meeting.

CITIZEN COMMENTS AND QUESTIONS

Burton Fox, 216 East Oliver Street, commented on problems with transmission of cable channel 3 and his efforts to resolve the situation.

County Commissioner Wayne Roszman commented on informational flyers for the State proposals and the security improvements at the County.

City Manager Guetschow indicated he will approach Charter Cable with the channel 3 issues when he meets with them to discuss their franchise agreement.

Mayor Robertson commented on the City hosting the Veterans Day Parade and invited all Council members to participate.

ADJOURNMENT

Motion by Councilperson Ford for adjournment at 8:36 p.m.

Motion supported by Councilperson Harvey and concurred in by unanimous vote.

Linda L. Robertson, Mayor

Amy K. Kohagen, City Clerk