

OWOSSO CITY COUNCIL

SEPTEMBER 21, 2009

7:30 P.M.

PRESIDING OFFICER: MAYOR MICHAEL E. BRUFF
OPENING PRAYER: BETTY COON
PLEDGE OF ALLEGIANCE: BUILDING OFFICIAL JOHN F. ARCHER
PRESENT: Mayor Michael E. Bruff, Mayor Pro-Tem Mark D. Owen
Councilpersons Michael N. Cline, Christopher T. Eveleth, Joni M.
Forster, Benjamin R. Frederick, and Gary W. Martenis.
ABSENT: None.

A moment of silence was held for Michael Fuoss and James Pouillon, victims of the recent double shooting.

APPROVE AGENDA

Motion by Councilperson Forster to approve the agenda as presented, moving Item of Business 6. Personnel Manual to Item of Business 1.

There was discussion regarding postponing Item of Business 5. MAGNET Options.

Motion by Councilperson Frederick to amend the original motion to include the postponement of Item of Business 5. MAGNET Options.

Motion supported by Councilperson Martenis and concurred in my unanimous vote.

Motion supported by Councilperson Eveleth to support the original motion with the amendment and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 8, 2009

Motion by Councilperson Forster to approve the Minutes of the Regular Meeting of September 8, 2009 as presented, noting the change to the date listed for the original approval of the State Trunkline Maintenance Contract.

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

SPECIAL PRESENTATION

PROCLAMATION – JOHN F. ARCHER

Mayor Bruff presented the following proclamation to John F. Archer recognizing him for his years of service to the City upon the occasion of his retirement:

**A Proclamation of the Mayor's Office of the City of Owosso, Michigan
Recognizing the Distinguished Public Service of**

John F. Archer

WHEREAS, John F. Archer began his service to the City of Owosso as the Building Official on January 6, 1992, serving in that position until his retirement in September of 2009; and

WHEREAS, John has exemplified a great employee, diligently remaining educated on the various ever changing building codes over the years; and

WHEREAS, John's dedication was always evident, often doing inspections before work, after work, and on weekends to accommodate the needs of contractors and citizens;

WHEREAS, John's love of the job showed through, making time for anyone needing advice or help on a project despite his busy schedule, often serving as a mediator between homeowners and contractors to help bring projects to completion; and

WHEREAS, John has shown extreme generosity to the City not only by donating his time on various projects but by donating the materials for the Council Chamber dais and much of the decking for the Oakwood Street Bridge, using trees he cut and milled himself; and

WHEREAS, There are many notable examples of John's craftsmanship throughout the City including the pavilions in Harmon Patridge Park, the bridge in Harmon Patridge Park, the salt barn at the City garage, the arches Downtown, the decking of the Oakwood Street Bridge, and the beautiful dais in the City Hall Council Chambers; and

WHEREAS, the staff will miss his easy smile, Burma Shave quotes, and notices of Christmas's impending coming;

IT IS THE INTENT of this Office that John's Honorable and Distinguished Public Service be recognized.

NOW, THEREFORE, BE IT PROCLAIMED that I, Michael E. Bruff, Mayor of the City of Owosso, on behalf of the citizens of Owosso, hereby recognize and thank John for over 17 years of service to the Owosso community and further express our sincere wishes to John and his family for a long, healthy and happy retirement.

Proclaimed this 21st day of September, 2009

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Bozena Bienias, 1432 Mallard Circle, spoke of the recent murders. She also indicated she felt the District Library's policy on pornography was a public safety issue, saying it corrupts people, and encouraged people that disagreed with the policy to speak up.

Burton Fox, 216 East Oliver Street, asked the city to explore the idea of developing a master plan saying he feared decisions made by the Planning Commission would not hold up in court without a master plan to back them up.

Shelva Cebulski, 1243 Marion Street, thanked Councilperson Martenis for his recent editorial in the paper listing the reasons open burning should be banned inside the city limits. She also expressed her sadness upon the recent murders in town.

Betty Coon, 1204 Palmer Avenue, thanked Councilperson Frederick for his recent editorial in the paper saying he brought a sort of harmony to a contentious issue. She also thanked Public Works Superintendent Mark Sedlak for repairing her street and cutting back the branches overhanging the No Left Turn sign on Palmer Avenue near Baker College.

Kory Groetsch, a toxicologist for the State of Michigan, indicated he had been requested to speak to the negative effects of outdoor wood-fired boilers (OWBs). He distributed a list of comments detailing the scientific reasons why OWBs are harmful, noting they generate particulate levels multiple times higher than levels allowed by the Clean Air act and should be considered a public health hazard.

Rita Bouwman, 1211 Devonshire Court, thanked Mr. Groetsch for coming and indicated she lives down the street from an existing OWB and would appreciate any efforts made to ban boilers.

Eddie Urban, 601 Glenwood Avenue, thanked Councilperson Frederick for attending the veteran's monument dedication at the I-69 rest stop west of Perry.

City Manager Fivas responded to the inquiry regarding the development of a master plan. He indicated a master plan was developed in the 1960's but has since become unlocatable. The City currently uses a zoning map as the base for zoning questions. He went on to say he supports the discussion to develop a master plan and would find a way to fund such an effort should Council direct so.

City Attorney William C. Brown indicated he was involved in litigation in the late 1980's that related to zoning and a master plan existed at that time.

Mayor Bruff recognized Owosso Main Street Director Natalie Burg for her efforts in organizing the recent Art Walk, saying it was a great success.

Councilperson Martenis indicated he had received further phone calls concerning the tripping hazard presented by the newly installed decorative bricks in the Exchange Street parking lot.

City Manager Fivas noted staff had been out to the lot to inspect the bricks and as a result had asked the contractor to redo some portions of the brick work. It is anticipated the remaining bricks will settle flush with the concrete.

Mr. Fivas went on to comment about wireless access in the Council Chambers saying the issue was being examined.

Mayor Bruff indicated he had received a letter requesting Mr. Groetsch have extra time allotted to allow him to be able to fully address the subject he was asked to speak on. He noted that the Council has a standing policy not allowing extra time for those people commenting during the citizen comment and question portions of the meeting. He did encourage Mr. Groetsch to stay for the discussion on OWBs later in the meeting.

CITY MANAGER REPORT

Budget Update - City Manager Fivas indicated he is closely monitoring the budget situation at the State. Last week the legislature reached a tentative budget agreement that would reduce revenue sharing by \$163 million, which would result in a loss of approximately \$208,000 for the City. He went on to say he had communicated with our representatives to let them know that cuts that steep would result in a loss in services. Plans are being made in an attempt to be prepared for such a cut should it happen.

Mr. Fivas noted he is again actively looking at a reorganization of the City's structure, noting he hopes to have a reorganization plan for the Public Safety Department by the October 19th meeting.

Lastly, he noted that a review will be conducted of the performance of local emergency services in response to the recent double murders September 11, 2009.

Mayor Pro-Tem Owen inquired when the City plans on catching up on capital projects that have been put off due to budget constraints, noting he did not want to fall too far behind the curve.

City Manager Fivas indicated a review of the SIPS plan is already underway in an effort to prevent small problems from becoming major issues. He went on to say John Archer may be returning in a limited capacity to consult during the reevaluation.

CONSENT AGENDA

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

First Reading and Set Public Hearing - Ordinance Amendment.

The First Reading on the proposed ordinance amendment was held.

A public hearing was scheduled for October 5, 2009 to receive citizen comment regarding the proposed repeal of Chapter 25, Secondhand Goods, Article II, Garage Sales, Section 25-26 of the Code of Ordinances of the City of Owosso, Michigan as follows:

AN ORDINANCE TO AMEND CHAPTER 25, SECONDHAND GOODS, ARTICLE II, GARAGE SALES, SECTION 25-26 OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN TO REPEAL THE SUNSET DATE PROVISION.

THE CITY OF OWOSSO ORDAINS:

SECTION 1. That Chapter 25, Secondhand Goods, Article II, Garage Sales, Section 25-26 of the Code of Ordinances of the City of Owosso, Michigan be repealed.

Section 2. This ordinance shall become effective twenty days after adoption.

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.

Special Assessment District No. 2008-06. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2008-06 for the alley south of Main Street from Dewey Street to Oakwood Avenue for reconstruction as follows:

RESOLUTION NO. 47-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of December 1, 2008.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of

the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.

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

NOTICE OF HEARING TO REVIEW
SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

THE ALLEY SOUTH OF MAIN STREET FROM DEWEY STREET TO OAKWOOD AVENUE

TAKE NOTICE that Special Assessment District No. 2008-06, originally approved December 1, 2008, was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Alley Reconstruction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed, only the interest charged on any remaining balance.) The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2009-01. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2009-01 for the alley east of Division Street from Auburndale Avenue and Franklin Avenue for storm drain construction as follows:

RESOLUTION NO. 48-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of March 16, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW
SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

THE ALLEY EAST OF DIVISION STREET FROM AUBURNDALE AVENUE AND FRANKLIN AVENUE

TAKE NOTICE that Special Assessment District No. 2009-01, originally approved March 16, 2009 was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Storm Sewer Construction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed, only the interest charged on any remaining balance.) The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2009-02. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2009-02 for Ball Street from Jennett Street to Galusha Street for street reconstruction as follows:

RESOLUTION NO. 49-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of May 18, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

BALL STREET FROM JENNETT STREET TO GALUSHA STREET

TAKE NOTICE that Special Assessment District No. 2009-02, originally approved May 18, 2009 was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Street Reconstruction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed, only the interest charged on any remaining balance.) The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2009-03. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2009-06 for Water Street from Galusha Street to North Street for street reconstruction as follows:

RESOLUTION NO. 50-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of May 18, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
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SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

WATER STREET FROM GALUSHA STREET TO NORTH STREET

TAKE NOTICE that Special Assessment District No. 2009-03, originally approved May 18, 2009 was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Street Reconstruction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed,

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2009-04. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2009-04 for King Street from Dewey Street to Gould Street for street reconstruction as follows:

RESOLUTION NO. 51-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of August 3, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
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CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

KING STREET FROM DEWEY STREET TO GOULD STREET

TAKE NOTICE that Special Assessment District No. 2009-04, originally approved August 3, 2009 was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Street Reconstruction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed, only the interest charged on any remaining balance.) The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the

hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2009-05. Authorize resolution setting a public hearing for October 5, 2009 to receive citizen comment regarding a reduction in the interest rate charged on installment payments for Special Assessment District No. 2009-06 for Park Street from Main Street to Mason Street for street reconstruction as follows:

RESOLUTION NO. 52-2009

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk and was originally approved by City Council at the meeting of August 3, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, October 5, 2009 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same in regard to the change in the interest rate for installment payments.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW
SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

PARK STREET FROM MAIN STREET TO MASON STREET

TAKE NOTICE that Special Assessment District No. 2009-05, originally approved August 3, 2009 was prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: Street Reconstruction.

A hearing has been set to hear citizen comment on the reduction of the interest rate charged on installment payments from 8% to 6%. (This change will not affect the principle amount owed, only the interest charged on any remaining balance.) The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, October 5, 2009 for the purpose of reviewing said special

assessment roll in regard to the interest rate set for installment payments and for the purpose of considering all objections to said roll submitted in writing.

Bid Award. Authorize bid from State of Michigan Purchasing Contract holder Detroit Salt Company for early purchase of 300 tons of salt in the amount of \$47.05 per ton and further authorize payment up to the contract amount.

Bid Award. Authorize bid from State of Michigan Purchasing Contract holder North American Salt Co. for purchase of approximately 2200 tons of back-up salt in the amount of \$57.94 per ton and further authorize payment up to the contract amount.

Bid Award. Waive competitive bidding requirements and approve the bid of Blumerich's Services, Inc. for the purchase of 6 mobile workstation computers for use in police vehicles in the amount of \$35,724.00.

Payment Authorization. Authorize Final Payment to BioTech Agronomics for completion of the Lime Softening Residuals removal/reuse contract in the amount of \$1,500.00.

Payment Authorization. Authorize Contract Payment #1 to Glaeser Dawes for work performed on the 2009 water main installation project in the amount of \$38,606.00.

Change Order. Approve Change Order 2009-2 to the contract with Glaeser Dawes to add the replacement of sanitary sewer line on South Hickory Street on a bid unit price basis in an amount not to exceed \$8,920.00.

Boards and Commissions Appointments. Approve the following Mayoral appointments:

Name	Board/Commission	Term Expires
Barbara Spagnuolo	Owosso Main Street (DDA) to fill the unexpired term of Linda Moiles-Foster	06-30-2011
David Harrelson*	Shiawassee District Library	06-30-2013
Gary Martenis	SATA Board of Directors	10-01-2012
Joni Forster	Local Development Finance Authority/Brownfield Redevelopment Authority filling the unexpired term of Ronald Tobey	06-30-2011

*indicates reappointment

Warrant No. 391. Accepted Warrant No. 391 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional Services August 11, 2009 – September 14, 2009	General	\$9,192.56

Motion supported by Councilperson Cline.

Roll Call Vote.

AYES: Councilpersons Cline, Forster, Martenis, Mayor Pro-Tem Owen, Councilpersons Eveleth, Frederick, and Mayor Bruff.

NAYS: None.

ITEMS OF BUSINESS

PERSONNEL MANUAL

City Manager Fivas noted the provisions of the manual would become effective September 22, 2009 should Council approve the document tonight.

Motion by Mayor Pro-Tem Owen to adopt the proposed revisions and additions to the Personnel Policy Manual for General City employees.*

Motion supported by Councilperson Forster.

Roll Call Vote.

AYES: Mayor Pro-Tem Owen, Councilpersons Forster, Cline, Eveleth, Martenis, Frederick, and Mayor Bruff.

NAYS: None.

*Full text of the manual is available in the Clerk's Office.

MAIN STREET PLAZA PERMISSION – CHRIST VINEYARD CHURCH

Motion by Mayor Pro-Tem Owen to approve request from Christ Vineyard Church for use of the Main Street Plaza Sunday, September 27, 2009 from 8:00 am to 5:00 pm for a church service, picnic and concert and authorize Traffic Control Order No. 1225 formalizing the action.

Motion supported by Councilperson Forster.

There was a brief discussion regarding the sufficiency of the binder presented providing proof of insurance. It was recommended the City obtain more information from the insurance agency as to riders and extra coverage.

Motion by Mayor Pro-Tem Owen to amend the original motion to require the verification of sufficient insurance.

Motion supported by Councilperson Forster.

Roll Call Vote.

AYES: Councilperson Eveleth, Mayor Pro-Tem Owen, Councilpersons Forster, Frederick, Cline, Martenis, and Mayor Bruff.

NAYS: None.

Vote on original amended motion to approve request from Christ Vineyard Church for use of the Main Street Plaza Sunday, September 27, 2009 from 8:00 am to 5:00 pm for a church service, picnic and concert and authorize Traffic Control Order No. 1225 formalizing the action, with the contingency staff verify the insurance endorsements.

Roll Call Vote.

AYES: Councilperson Frederick, Cline, Eveleth, Martenis, Mayor Pro-Tem Owen, Councilperson Forster, and Mayor Bruff.

NAYS: None.

GRANT APPLICATION – COMMUNITY FORESTRY GRANT PROGRAM

Motion by Mayor Pro-Tem Owen to approve the submittal of a grant to the Community Forestry Grant Program to purchase and plant approximately 28 trees along the banks of the river on Jerome Street and in Harmon Patridge Park.

Motion supported by Councilperson Frederick.

Roll Call Vote.

AYES: Mayor Pro-Tem Owen, Councilpersons Frederick, Cline, Eveleth, Martenis, Forster, and Mayor Bruff.

NAYS: None.

MAIN STREET SELECT LEVEL CONTRACT

Motion by Councilperson Frederick to approve the Main Street Select Level Contract as follows:

**Michigan Main Street Program
Community Requirements and Expectations Agreement
Selected Level**

THIS AGREEMENT is entered into and executed by the Michigan Main Street (MMS) Program, whose address is 735 East Michigan Avenue, Lansing, MI 48909, and the Community of _____, County of _____, State of Michigan (the "Community") whose address is _____ and its local Main Street Program (the "Local Main Street Program" whose address is _____, for the purpose of implementing the Michigan Main Street Program in the Community.

WHEREAS, the MMS Program has entered into a contract with the National Trust for Historic Preservation, National Main Street Center, Washington, D.C. (the "NTHP NMSC"), to provide technical expertise, training and services to designated Michigan communities;

WHEREAS, this agreement is for the purpose of setting forth the MMS Program requirements and expectations for the Community's Local Main Street Program, pursuant to its designation as a Selected Michigan Main Street Community and pursuant to contractual arrangements between the NTHP NMSC and the MMS Program, so as to assist in the revitalization of the designated Local Main Street Program area of _____ Michigan;

NOW THEREFORE, in consideration of the foregoing mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Community and its Local Main Street Program agree to these Minimum Participation Standards:

1. Employ a full-time (no less than forty (40) hours per week) program director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community, and develop a job description to describe the duties for which the program director is responsible. During transition periods between program directors, the Local Main Street Program must make all efforts to hire a new director within a reasonable amount of time. Generally, an interim director should be in place two months after a program director leaves and a full-time director should be in place six months after a director leaves.
2. Develop and maintain an active Board of Directors and Committees, following the National Main Street 4-Point Approach, to actively lead the Local Main Street Program by developing work plans, utilizing volunteers, and successfully completing all stated programmatic activities.
3. Fund the Local Main Street Program for the full five years of this Agreement at a level allowing for the full operation of the program. Funding must contain both dedicated funds by public entities and private contributions through fundraising activities.
4. Participate in all scheduled MMS Program services (outlined in Section II of this Agreement). Travel expenses to any required sessions are the sole responsibility of the Local Main Street Program. If the Community is temporarily without a program director or the program director is unable to attend, then a representative from the Community is required to attend in their place.
5. Submit complete and accurate monthly reports by the 10th of each month on the form provided by the MMS Program.
6. Submit complete and accurate annual reports by the first Friday of August each year on the form provided by the MMS Program.
7. Maintain a current membership in the National Main Street Center Network.
8. Achieve accreditation by meeting the Ten Standards of Performance set by the NTHP NMSC during the period of this Agreement outlined in Attachment 1.
9. Utilize the MMS Program name and logo with MMS Program pre-approval. The use of the name and logo can be used for marketing materials, window signs, flags, letterhead, banners, pins, etc. The MMS Program name and logo are trademark protected. Any MMS road signs given to the Community by the MMS Program are property of the MMS Program and shall be returned if the Community is no longer an MMS Community. See Section III, Number 3, of this Agreement.
10. Maintain the Local Main Street Program's boundaries and organization structure approved upon the Community's designation as a Michigan Main Street Community. Changes to either of these require MMS Program approval as it could affect the services provided to the Community.
11. Understand all requirements of this Agreement must be met regardless of changes within the Local Main Street Program, such as temporary displacement of program director. If requirements of this Agreement are not met, MMS Program services will be suspended, and a written warning to the Chair of the Board of Directors and program director will be issued requesting an explanation. Once requirements are met, MMS Program services will be reinstated. If requirements continue to not be met, this Agreement will be terminated and the Community will no longer be a Michigan Main Street Community. All rights associated with the Community's participation in the MMS Program will be revoked, including the right to use the MMS Program name and logo.
12. Assume full responsibility for all costs and expenses associated with the performance of the Local Main Street Program and the performance of its rights and responsibilities under this Agreement. The Community and the Local Main Street Program further acknowledge that the MMS Program is not responsible to the Community and the Local Main Street Program for any costs associated with this Agreement or the services provided under this Agreement, including but not limited to those costs or expenses incurred as a result of anticipated or actual participation in the MMS Program, the NTHP NMSC Program or pursuant to the Community's selection or participation as a Michigan Main Street Community.

SECTION II. The MMS Program agrees to provide these services:

1. Provide five years of customized program training and technical assistance to each Michigan Main Street Community. Training and technical assistance are anticipated as follows, but may be modified by the MMS Program, in its sole discretion, to meet programmatic needs:

Program Services Provided to Selected MMS Communities:

- MMS Orientation Training (L)
- Base-Line Assessment (C)
- Manager Selection Assistance (C)
- Board Training (C)
- Manager Training (C)
- Committee Training (C)
- Main Street Building Basic (C)
- Design Services - (3) three per year for a total of fifteen
- Work Plan Development Training (C)
- Volunteer Development Training (C)
- Market Study - incl. Downtown Housing & Population Recruitment Strategy (C)
- Resource Team (C)
- MMS Quarterly Training
- Annual Program Evaluations (C)
- Accreditation w/ the National Main Street Center
- MMS Listserv Opportunities
- National MS Conference Registration - (1) one per year
- Resource Library Materials
- MMS Road Signs - (2) two
- Specialized Technical Assistance Training - upon meeting accreditation
- Retail Merchandising Training (C)
- Entrepreneurship Training (L)
- Real Estate Development Training (L)

L= (Lansing) C= (In Community)

2. Conduct MMS Quarterly Training statewide for program directors and Local Main Street Program volunteers. Specific forum training topics will vary and be based on the combined needs of all Michigan Main Street Communities. One forum will be held in each Selected Michigan Main Street Community.
3. Conduct an Annual Program Evaluation for each Local Main Street Program. In order to receive this service, the Community and Local Main Street Program must be in compliance with the above Minimum Participation Standards (Section 1)
4. Provide advice, information, and additional on-site assistance to the Community, Local Main Street Program, its staff, and its Board of Directors upon request by the Local Main Street Program and subject to MMS Program schedule, program constraints, staff availability, and costs associated with the request. The MMS Program may request the assistance of other State or Federal agencies.
5. Provide three (3) Main Street Building Basic workshops and Design Services for up to three (3) buildings per year for the five years of this Agreement. The fifteen Design Services may be scheduled according to the Community's needs and may be used any time as long as the Local Main Street Program is in compliance with this Agreement. If the Community has any Design Services remaining at the end of this Agreement, the Community must continue its participation as a Master Michigan Main Street Community in order to receive the remaining services.
6. Provide two road signs utilizing the MMS Program logo for placement at entryways into the Community.
7. Invite all Selected Michigan Main Street Communities to attend training and technical assistance opportunities in the other Selected Michigan Main Street Communities.
8. Accredite, on behalf of the NTHP NMSC, all eligible Michigan Main Street Communities that meet the above Minimum Participation Standards (Section 1) and the NTHP NMSC Ten Standards of Performance outlined in Attachment 1.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. **TERM OF THE AGREEMENT.** The term of this agreement shall be for a period of five years, beginning _____, (Start year) and ending _____, (End year).
2. **CONFIDENTIAL INFORMATION.** Except for information provided to the MMS at its request or as part of this Agreement, the Community, the Local Main Street Program, and their employees, agents, and representatives shall not disclose, other than to the extent

allowed by law, any information or data, including but not limited to all materials furnished to the Community and/or the Local Main Street Program by MMS ("Confidential Information") without the written consent of MMS. Confidential information does not include information that is already in the possession of, or is independently developed by, the Community and/or Local Main Street Program; becomes publicly available other than through breach of this Section; or is received by the Community and/or Local Main Street Program from a third party with authorization to make such disclosures or is released with MMS's prior written consent.

3. **LICENSING OF CERTAIN MARKS.** MMS grants to the Local Main Street Program a license to utilize the MMS Program trade names, trademarks, logo, and/or service marks ("MMS Program Marks") for the express purpose of publicizing the Community's selection and involvement as a Michigan Main Street Program Community. The Local Main Street Program's use of MMS Program Marks shall be approved by the MMS in advance of use.
4. **INTELLECTUAL PROPERTY RIGHTS.** The Local Main Street Program acknowledges that it is being granted a limited license during the term of this Agreement by MMS hereunder to use MMS Program Marks in accordance with the terms and conditions of this Agreement, and that no further or greater rights are granted in or to MMS Program Marks. The Local Main Street Program acknowledges that MMS owns all rights, title and interest in and to the MMS Program Marks and that it will do nothing inconsistent with MMS's ownership of the Program Marks.
5. **INDEMNIFICATION AND LIABILITY INSURANCE.** To the extent allowed by law, the Community and its Local Main Street Program shall indemnify, defend, and hold harmless MMS or its subsidiaries from any damages that it may sustain through the negligence of the Community and/or its Local Main Street Program pertaining to the performance of this Agreement. The Community and its Local Main Street Program shall maintain such insurance to protect the MMS from claims that might arise out of or as a result of the Community's and/or Local Main Street Program's operations pursuant to this agreement. The Community and/or Local Main Street Program will provide and maintain its own general liability, property damage, and workers compensation insurance, which shall be written for not less than any limits of liability required by law.
6. **TOTAL AGREEMENT.** This Agreement contains the entire agreement between the parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the parties, reduced to writing and signed.
7. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by the Agreement, the Community and its Local Main Street Program shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of MMS. Any future successors of the Community and/or Local Main Street Program will be bound by the provisions of this Agreement unless MMS otherwise agrees in a specific written consent.
8. **COMPLIANCE WITH LAWS.** The Community and/or Local Main Street Program is not, and will not during the term of this Agreement, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties hereunder.
9. **WAIVER.** A failure or delay in exercising any right with respect to this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right, or the exercise of any other right.
10. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by electronic mail or by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MMS, the Community and the Local Main Street Program may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
11. **NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES.** In connection with this Agreement, the Community and its Local Main Street Program shall not discriminate against

an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, gender, height, weight, marital status or handicap. In connection with this Agreement, the Community and its Local Main Street Program shall not violate 1980 Public Act 278, as amended, MCL 423.321, et seq, by entering into a sub-contract with any individual person, firm or entity who has been found in contempt of court by a Federal Court of Appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act. Violations of the law after the beginning date of this Agreement may result in its termination.

12. **SEVERABILITY.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, provided that the principal intent of this Agreement can be preserved.
13. **GOVERNING LAW AND JURISDICTION.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. The terms of this provision shall survive the termination of the cancellation of this agreement.
14. **NO EMPLOYMENT. PARTNERSHIP OR AGENCY RELATIONSHIP.**
The MMS Program is limited to furnishing its technical services to the Community and its Local Main Street Program and thus nothing contained herein shall create any employer-employee relationship. Further, this Agreement does not create a partnership relationship.
15. **NO THIRD PARTY BENEFICIARIES.** There are no express or implied third party beneficiaries to this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
17. **TERMINATION OR CANCELLATION.**
 - A. This Agreement may be terminated by MMS by providing written notice of default and termination to the Community and its Local Main Street Program ("Notice of Default and Intent to Terminate") upon the occurrence of any of the following events or conditions ("Event of Default"):
 - (i) any representation or covenant made by the Community and/or its Local Main Street Program is determined by MMS, in its reasonable judgment, to be incorrect at the time that such representation or covenant was made in any material respect, including, but not limited to, the Reports and compliance with laws as required under this Agreement;
 - (ii) the Community and/or its Local Main Street Program's failure to comply with any of the covenants of this Agreement;
 - (iii) use of the program training, technical assistance, and resources provided pursuant to this Agreement for purposes other than as set forth in this Agreement.
 - B. Notwithstanding the foregoing, the Community and its Local Main Street Program acknowledges that MMS's performance of its obligations under this Agreement is dependent upon the continued approval of funding and/or the continued receipt of state funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding or programmatic support necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding or programmatic support for this Agreement, but which affects the MMS's ability to fund and administer the MMS Program, then the MMS may cancel this Agreement by providing notice to the Community and its Local Main Street Program of cancellation. Cancellation may be made effective immediately, upon delivery of notice to the Community or its Local Main Street Program, or with such other time period as the MMS, in its sole discretion, deems reasonable.
 - C. In addition to the above, either party may terminate its obligations under this Agreement without cause by giving the other party a 30-calendar day written notice of such termination.
 - D. In the event that this Agreement is terminated, neither the MMS nor the Community or its Local Main Street Program shall have any further obligation to perform under this Agreement. The Community and/or the Local Main Street Program shall, unless otherwise directed by the MMS in writing, immediately take all reasonable steps to terminate operations under this Agreement.

18. **RESERVATIONS.** The MMS reserves the right to modify services provided to the community and/or its Local Main Street Program as necessary.
19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The signatories below warrant that they are empowered to enter into this Agreement.
20. Failure to sign and submit this agreement to the MMS Program on or before September 4, 2009, will result in the termination of the Community's participation in the MMS Program.

Motion supported by Councilperson Forster.

Roll Call Vote.

AYES: Councilperson Frederick, Mayor Pro-Tem Owen, Councilpersons Eveleth, Martenis, Forster, Cline, and Mayor Bruff.

NAYS: None.

OUTDOOR WOOD-FIRED BOILERS

The Council was presented with five alternatives to deal with existing and future outdoor wood-fired boilers (OWBs).

1. Leave the ordinance and enforcement as currently written and enforced;
2. Enact a more stringent ordinance and enforcement;
3. Ban all current and future 'Boilers' (This is not advised by staff);
4. Ban all new 'Boilers' city wide;
5. Ban all new 'Boilers' within certain zoning districts.

There was significant discussion regarding banning current and future boilers, concern regarding a ban on existing boilers, the City's legal standing if they choose to rescind permission for OWBs, instituting a requirement that an OWB be disconnected upon the sale of the property, and instituting tighter regulations on current boilers.

Council directed staff to develop an ordinance to institute a ban on all future new OWBs city-wide.

Motion by Councilperson Forster for a 30-day moratorium on the installation of new outdoor wood-fired boilers.

Motion supported by Councilperson Cline.

Roll Call Vote.

AYES: Mayor Pro-Tem Owen, Councilpersons Martenis, Cline, Eveleth, Forster, Frederick, and Mayor Bruff.

NAYS: None.

COMMUNICATIONS

Linda Moiles-Foster. Letter of resignation from Owosso Main Street/Downtown Development Authority.

Joseph Fivas. Letter of resignation from the Local Development Finance Authority/Brownfield Redevelopment Authority.

Ronald Tobey. Letter of resignation from the Local Development Finance Authority/Brownfield Redevelopment Authority.

John F. Archer, Building Official. August 2009 Building Department Report.

John F. Archer, Building Official. August 2009 Code Violations Report.

Michael T. Compeau, Public Safety Director. August 2009 Police Department Report.

Michael T. Compeau, Public Safety Director. August 2009 Fire Department Report.

Downtown Development Authority. Minutes of Meeting of September 2, 2009.

CITIZEN COMMENTS AND QUESTIONS

Rebecca McClear, 619 Fifth Street, indicated she would like future OWBs banned in the city and regulations instituted to require the removal of existing OWBs upon the sale of the property. She went on to say she felt that people sometimes get too worried about being sued because they purchased something, then cannot use it anymore due to new legislation. She asked that the Council concern itself with the remainder of the city's population not the 3 that currently own an OWB, noting that in a court of law health always trumps economic loss. She hoped the City

would explore issues like OWBs ahead of time to prevent a situation similar to what is happening currently. Her allotted comment time expired before she could finish her comments.

Shelva Cebulski, 1243 Marion Street, thanked Council for discussing the OWB issue and she thanked Mr. Groetsch for his attendance at the meeting.

Cindy Popovitch, 704 North Chipman Street, indicated she thought the idea to require the removal of an OWB with the sale of a property was a great idea. She also suggested owners be given a period of time to remove them, such as 10 years, or provide financial assistance to help OWB owners replace their heating systems.

John "Dutch" Bouwman, 1211 Devonshire Court, indicated that he felt the City should be able to monitor what is being burned in any OWBs located within the city limits. He went on to say he will call the police if smoke becomes an issue around his house again due to the OWB down the street.

Burton Fox, 216 East Oliver Street, noted that he had given each Council member a letter prior to the meeting noting his suggestions for the construction of an aquatic center. He felt the center could be constructed with the cooperation of neighboring communities and grants.

Eddie Urban, 601 Glenwood Avenue, noted he brought donuts in honor of John Archer's retirement.

Mayor Bruff noted the aquatic center was not a new idea and was already being discussed.

NEXT MEETING

October 5, 2009

BOARDS AND COMMISSIONS OPENINGS

Zoning Board of Appeals – Alternate, term expires 06-30-2009

Historical Commission, term expires 12-31-2010

ADJOURNMENT

Motion by Mayor Pro-Tem Owen for adjournment at 9:00 p.m.

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

Michael E. Bruff, Mayor

Amy K. Kohagen, City Clerk