

CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 17, 2012
7:30 P.M.

Meeting to be held at City Hall
301 West Main Street

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 3, 2012:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Ordinance Amendment First Reading and Set Public Hearing – Wind Energy Systems. Conduct First Reading and set a public hearing for February 6, 2012 to receive citizen comment regarding proposed ordinance amendment to amend Chapter 38, Zoning, Sections 38-5 and 38-379 of the Code of Ordinances of the City of Owosso, Michigan to establish procedures and standards to ensure that the location and function of wind energy conversion systems are compatible with the protection of the public health, safety and welfare.
2. First Reading and Set Public Hearing – Ordinance Amendment. Conduct First Reading and set a public hearing for February 6, 2012 to receive citizen comment regarding proposed ordinance amendment to amend Chapter 38, Zoning, Sections 38-172, 38-197, 38-217, 38-242, 38-267 and 38-292 of the Code of Ordinances of the City of Owosso, Michigan to grandfather current residential structures in non-residential zoning areas be permitted to be rebuilt in the event that they were destroyed.

3. Boards and Commissions Appointments. Consider the following Mayoral boards and commissions appointments:

Name	Board/Commission	Term Expires
Tom Kurtz	Planning Commission Filling unexpired term of B. Fox	06-30-2012

4. Payment Authorization. Emergency Repair of the Palmer No. 3 Drinking Well and Pump was required. Authorize payment to Layne Christiansen Company for repair of the well and pump in the amount of \$17,288.20.
5. Warrant No. 435. Accept Warrant No. 435 as presented.
6. Check Register. Receive and approve the Check Register for December 2011.

ITEMS OF BUSINESS

1. First Reading and Set Public Hearing – Ordinance Amendment. Conduct First Reading and set a public hearing for February 6, 2012 to receive citizen comment regarding proposed ordinance amendment to Chapter 8, Buildings and Building Regulations, Sections 8-162, 8-163, 8-168 and 8-174 of the Code of Ordinances of the City of Owosso, Michigan to remove potentially burdensome requirements that may affect home sales.
2. Regional Park Entity. Consider alternate organizational forms for the formation of a regional park entity.

COMMUNICATIONS

1. Gary Palmer, Building Official. December 2011 Building Department Report.
2. Gary Palmer, Building Official. December 2011 Code Violations Report.
3. Michael T. Compeau, Public Safety Director. December 2011 Police Department Report.
4. Michael T. Compeau, Public Safety Director. December 2011 Fire Department Report.
5. Owosso Main Street/Downtown Development Authority. Minutes of January 4, 2012.
6. Owosso Planning Commission. Minutes of January 9, 2012.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, January 30, 2012 – 5th Monday
Monday, February 6, 2012

BOARDS AND COMMISSIONS OPENINGS

Historical Commission, term expiring June 30, 2014
Zoning Board of Appeals – Alternate, term expiring June 30, 2013

ADJOURNMENT

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

OWOSSO CITY COUNCIL

JANUARY 3, 2012

7:30 P.M.

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: PASTOR RAY STRAWSER
MEMORIAL HEALTHCARE HOSPICE CHAPLAIN

PLEDGE OF ALLEGIANCE: HEATHER RIVARD
YALE CLASS OF 2011

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch,
Councilpersons Loreen F. Bailey, Thomas B. Cook, Michael J. Erfourth,
Christopher T. Eveleth and Burton D. Fox.

ABSENT: None.

APPROVE AGENDA

Motion by Councilperson Eveleth to approve the agenda, moving Consent Item 2. Resolution Authorizing the Execution of An Agreement for Professional Engineering Services with ERES International, Inc. d/b/a Engineering and Research International to Item of Business 2.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 19, 2011

Motion by Councilperson Cook to approve the Minutes of the Regular Meeting of December 19, 2011 as presented.

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

SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

SPECIAL ASSESSMENT DISTRICT NO. 2011-01-HAZARDS AND NUISANCES

The public hearing was conducted to receive citizen comment regarding Resolution No. 2 for Special Assessment District No. 2011-01, Hazards and Nuisances as it relates to unpaid costs incurred by the city in altering, repairing, tearing down, abating or removing of hazards and nuisances.

The following person commented:

James Gutting, via email, disputed the charges against his property saying he was not the owner of the property at the time the charges were incurred.

Motion by Councilperson Fox to adopt Special Assessment Resolution No. 2 as follows:

RESOLUTION NO. 01-2012

WHEREAS, the City Council has met, after due and legal notice, and reviewed the Special Assessment Roll-Hazards and Nuisances prepared for the purpose of defraying the unpaid costs incurred in the

altering, repairing, tearing down, abating or removing of hazards and nuisances of the following described property:

<u>PARCEL NUMBER</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
050-602-008-015-00	CLEAR ICE/SNOW	103.52
050-580-000-140-00	CLEAR ICE/SNOW	509.23
050-391-000-015-00	CLEAR ICE/SNOW	103.52
050-470-009-002-00	CLEAR ICE/SNOW	147.03
050-652-007-003-00	CLEAR ICE/SNOW	208.60
050-194-000-011-00	CLEAR ICE/SNOW	124.18
050-602-007-005-00	CLEAR ICE/SNOW	105.08
050-580-000-140-00	MOW TALL GRASS/WEEDS	577.81
050-602-014-008-00	MOW TALL GRASS/WEEDS	551.86
050-622-002-009-00	MOW TALL GRASS/WEEDS	614.91
050-690-006-002-00	MOW TALL GRASS/WEEDS	621.89
050-120-001-010-00	MOW TALL GRASS/WEEDS	219.67
050-390-004-012-00	MOW TALL GRASS/WEEDS	940.68
050-113-016-006-00	MOW TALL GRASS/WEEDS	122.27
050-113-016-008-00	MOW TALL GRASS/WEEDS	252.27
050-652-007-003-00	MOW TALL GRASS/WEEDS	225.11
050-601-000-002-00	MOW TALL GRASS/WEEDS	137.57
050-220-000-044-00	MOW TALL GRASS/WEEDS	485.11
050-720-000-008-00	MOW TALL GRASS/WEEDS	140.96
050-113-011-003-00	MOW TALL GRASS/WEEDS	271.71
050-111-001-030-00	MOW TALL GRASS/WEEDS	185.78
050-651-006-019-00	MOW TALL GRASS/WEEDS	131.34
050-060-001-004-00	MOW TALL GRASS/WEEDS	312.58
050-114-006-009-00	MOW TALL GRASS/WEEDS	544.18
050-420-007-009-00	MOW TALL GRASS/WEEDS	140.96
050-420-005-003-00	MOW TALL GRASS/WEEDS	140.96
050-111-005-008-00	MOW TALL GRASS/WEEDS	118.22
050-170-004-008-00	MOW TALL GRASS/WEEDS	325.78
050-130-000-023-00	MOW TALL GRASS/WEEDS	130.00
050-420-005-016-00	MOW TALL GRASS/WEEDS	130.00
050-602-004-013-00	MOW TALL GRASS/WEEDS	130.00
050-602-029-014-00	MOW TALL GRASS/WEEDS	140.00
050-580-000-007-00	MOW TALL GRASS/WEEDS	130.00
050-602-008-018-00	MOW TALL GRASS/WEEDS	420.00
050-470-009-005-00	MOW TALL GRASS/WEEDS	130.00
050-420-010-020-00	MOW TALL GRASS/WEEDS	260.00
050-580-000-007-00	MOW TALL GRASS/WEEDS	130.00
050-060-008-002-00	MOW TALL GRASS/WEEDS	130.00
050-450-000-021-00	MOW TALL GRASS/WEEDS	160.00
050-010-023-001-00	MOW TALL GRASS/WEEDS	140.00
050-010-023-002-00	MOW TALL GRASS/WEEDS	130.00
050-010-023-004-00	MOW TALL GRASS/WEEDS	130.00
050-220-000-040-00	MOW TALL GRASS/WEEDS	130.00
050-010-023-001-00	PROPERTY CLEAN UP	430.49
050-420-011-011-00	PROPERTY CLEAN UP	598.46
050-090-002-016-00	PROPERTY CLEAN UP	296.36
050-470-021-015-00	PROPERTY CLEAN UP	131.78

050-420-010-020-00	PROPERTY CLEAN UP	622.95
050-113-016-006-00	PROPERTY CLEAN UP	355.78
050-113-010-004-00	PROPERTY CLEAN UP	944.67
050-602-008-012-00	PROPERTY CLEAN UP	222.00
050-060-009-008-00	PROPERTY CLEAN UP	168.94
050-390-001-006-00	PROPERTY CLEAN UP	544.44
050-170-004-008-00	TEMP FENCE/POOL	92.54
		15,191.19

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Eveleth, Cook, Erfourth, Mayor Pro-Tem Popovitch, Bailey, Fox and Mayor Frederick.

NAYS: None.

VOLUNTARY SPECIAL ASSESSMENT DISTRICT NO. 2012-01–HAZARDS AND NUISANCES

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for Voluntary Special Assessment District No. 2012-01, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances located at 117 South Shiawassee Street. The property owner consented to the \$7,759.60 assessment and was notified of the hearing.

There were no citizen comments.

Motion by Councilperson Eveleth to adopt Special Assessment Resolution No. 2 as follows:

RESOLUTION NO. 02-2012

WHEREAS, the City Council has met, after due and legal notice, and reviewed the Special Assessment Roll-Hazards and Nuisances prepared for the purpose of defraying the unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances of the following described property:

<u>PARCEL NUMBER</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
050-700-001-013-00	DEMOLITION	\$7,759.60

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Bailey, Fox, Erfourth, Eveleth, Cook, Mayor Pro-Tem Popovitch and Mayor Frederick.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Jerry Meyer, representing the Shiawassee Homebuilders Association, expressed his concern with the recently enacted ordinance requiring the registration and inspection of vacant and abandoned homes. He said he felt the ordinance had unintended consequences that were costing sales. He asked that Council

consider making changes to the ordinance that would allow it to meet their intent while removing the negative consequences.

Jeff McIntyre, president of the Shiawassee Association of Realtors, said he understood the intent of the ordinance but felt there were unintended consequences that were harming real estate sales. He asked that Council consider speaking with local realtors and lenders to gain insight into the situation.

Jane Setterington, Shiawassee Association of Realtors member, said she felt the ordinance was enacted without thinking it through. She felt that a detailed implementation process should have been developed prior to enactment.

Roger Snyder, local realtor, said he felt the new ordinance would cause owners on the edge of losing their homes to walk away. He felt the ordinance was not needed and would drive away property investors.

Eddie Urban, 601 Glenwood Avenue, announced a \$100 donation for the restoration of the fire truck memorial from the local Disabled American Veterans chapter.

City Manager Crawford attempted to dispel some of the misconceptions about the new vacant/abandoned property registration ordinance saying it targets vacant and abandoned homes and not specifically foreclosed homes. The intent is to try to ensure the City has contact information for each property so the property does not fall into disrepair while empty and does not leave the City responsible for such maintenance. He said he felt the fear of the inspection portion of the ordinance was unnecessary, that it was simply to ensure buyers were aware of what they were purchasing.

Councilperson Erfourth noted that the Council and the realtors share the goal of improving the housing stock in the City. He suggested a meeting to discuss just how the City's ordinance dovetails with current federal programs and regulations regarding house sales.

Council asked that staff organize a meeting with the representatives present today to discuss potential changes to the ordinance that would remove its unintended negative consequences.

CITY MANAGER REPORT

City Manager Crawford detailed the project status report.

Mayor Frederick indicated the Council needed to determine whether they would appoint a staff member or a Council member to represent the City on the Aerotropolis board.

There was a lengthy discussion regarding progress on the wayfinding system, next steps, funding sources and the leadership of the project. Council asked for a breakdown of costs for the proposed system and a list of potential funding sources.

There was further discussion regarding the implementation of a new community policing program, code enforcement standards, and progress on the BMX track.

CONSENT AGENDA

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

Resolution Amending Resolution No. 175-2011 Adopting Parks and Recreation Plan. Consider approving the amendment changing the wording in Resolution No. 175-2011, originally adopted November 21, 2011, to reference the plan as a "new" plan and not as an "amended" plan as follows:

AMENDED RESOLUTION NO. 175-2011

**RESOLUTION AMENDING RESOLUTION NO. 175-2011
ADOPTING PARKS AND RECREATION PLAN**

WHEREAS, the City of Owosso must review its parks and recreation plan every five years in accordance with parts 19, 703 and 716 of Act 451, P.A. 1994 of the State of Michigan, as amended; and

WHEREAS, the city council has appointed a parks and recreation commission to oversee the plan; and

WHEREAS, the parks and recreation commission reviewed the 2006 plan this summer by holding workshops and meetings on August 22, September 13 and September 26 in order to get public participation and input for a potential update; and

WHEREAS, updates and amendments to the plan were made in accordance with public, commissioner, and staff input; and

WHEREAS, the plan was approved by the Owosso parks and recreation commission for distribution and review by the city council on September 26, 2011; and

WHEREAS, a public hearing is required by the Owosso city council to be held no less than 30 days after distribution in accordance with the above statute and DNR guidelines in order to validate the plan and where this hearing was held on November 21, 2011.

BE IT RESOLVED THAT City of Owosso City Council, County of Shiawassee, State of Michigan, hereby approves the **new** 2011 Owosso Parks and Recreation Plan.

BE IT FURTHER RESOLVED THAT the council hereby directs staff to distribute the plan to the plan to the city clerk's office, the County of Shiawassee Planning Commission, the City of Corunna, the Region V Planning Commission, Caledonia Charter Township, Owosso Charter Township, SATA, and the city website.

Resolution Authorizing Payment to Motorola Solutions, Inc. for an In-car Police Computer. Consider approving the resolution authorizing payment to Motorola Solutions, Inc. in the amount of \$6,159.00 for the previously authorized purchase of one in-car police computer as follows:

RESOLUTION NO. 03-2012

**RESOLUTION AUTHORIZING PAYMENT TO MOTOROLA SOLUTIONS, INC.
FOR AN IN-CAR POLICE COMPUTER**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of in car police computers; and

WHEREAS, the city council on August 1, 2011 awarded a bid in the amount of \$6,159.00 to Blumerich Communications for one Motorola in-car police computer; and

WHEREAS, the City has been invoiced for this purchase directly from Motorola Solutions, Inc.;

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

FIRST: Payment be authorized to Motorola Solutions, Inc. in the amount of \$6,159.00.

SECOND: The above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Warrant No. 434. Accept Warrant No. 434 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and Property Insurance-3 rd Installment	General	\$69,107.00

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Erfourth, Cook, Eveleth, Bailey, Mayor Pro-Tem Popovitch, Councilperson Fox and Mayor Frederick.

NAYS: None.

ITEMS OF BUSINESS

RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO, MICHIGAN FINANCIAL REPORT WITH ADDITIONAL INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2011

This item was postponed from the meeting of December 19, 2011 because the document presented was marked draft. The final draft of the audit report was distributed to Council.

Motion by Councilperson Eveleth to authorize the resolution accepting the *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011*, commonly called the audit, prepared by Rehmann Accounting LLC as follows:

RESOLUTION NO. 04-2012

**RESOLUTION ACCEPTING AND PLACING ON FILE
THE CITY OF OWOSSO, MICHIGAN FINANCIAL REPORT
WITH ADDITIONAL INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2011**

WHEREAS, the city of Owosso is required by the laws of the state of Michigan to annually have an independent audit performed in accordance with generally accepted auditing standards, and

WHEREAS, the city of Owosso employed of Rehmann Accounting LLC certified public accountants, to audit the financial records of the city of Owosso and such audit has been completed and is presented this date to the city council;

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

FIRST: The *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011*, attached hereto and made a part hereof as Exhibit A and the same is hereby accepted and placed on file.

SECOND: A copy of the *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011* will be maintained on file in the office of the city clerk for public examination, a copy will be placed in the Shiawassee District Library Owosso Branch for public examination, and copies will be sent to those required by law and agreement.

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

AYES: Councilperson Eveleth, Mayor Pro-Tem Popovitch, Councilpersons Cook, Bailey, Fox, Erfourth and Mayor Frederick.

NAYS: None.

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ERES INTERNATIONAL, INC. D/B/A ENGINEERING AND RESEARCH INTERNATIONAL

City Manager Crawford explained the services that would be provided and how the information that would be gathered could be used for the benefit of the City, saying the technology that would be employed would enable a scan of all city streets to get a better idea as to their condition and to plan reconstruction projects using a more scientific approach. Further, he explained the information would be placed into a database for future reference.

Motion by Councilperson Fox to authorize the resolution approving a contract with ERES International, Inc. for engineering services, including an automated pavement condition survey and the development of a pavement management system, in an amount not to exceed \$50,000.00 for the work specified in the agreement, noting changes to the contract amending paragraph A of Exhibit A to require the company have insurance valid in the State of Michigan, as well as amending the Project Scope of Work to indicate all work must be completed by June 30, 2012, and finally paragraph 1.2.10 should indicate the City will hold the Engineer harmless for any claims, damages and expenses that are attributable to parties other than the Engineer, as follows:

RESOLUTION NO. 05-2012

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
WITH ERES INTERNATIONAL, INC. D/B/A ENGINEERING AND RESEARCH INTERNATIONAL**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to provide professional engineering services in connection with a pavement management evaluation and pavement management system; and

WHEREAS, it is necessary to obtain professional engineering assistance and it is hereby determined that the firm of ERES International, Inc. d/b/a Engineering and Research International is qualified to provide such services;

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm of ERES International, Inc. d/b/a Engineering and Research International to provide professional engineering services for a pavement management evaluation and pavement management system;
- SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A, Agreement for Professional Engineering Services with ERES International, Inc. d/b/a Engineering and Research International, Inc., on behalf of the city of Owosso; and
- THIRD: that the payment for the services shall come from the Street Improvement Bond Fund in an amount to not exceed \$50,000.

**EXHIBIT A TO RESOLUTION NO. 05-2012
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH
ERES INTERNATIONAL, INC. D/B/A
ENGINEERING AND RESEARCH INTERNATIONAL, INC.**

THIS IS AN AGREEMENT made on January 3, 2012 between the city of Owosso, hereinafter referred to as the "owner," and ERES International, Inc. d/b/a Engineering and Research International, Inc. with its principal place of business in Savoy, Illinois, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a pavement management evaluation and pavement management system project, hereinafter referred to as the "project"; and

WHEREAS, the engineer has the necessary personnel and facilities to provide the professional services described; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the project;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the owner and the engineer do hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF SERVICES

1.1 General

1.1.1 The engineer agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by the owner. A detailed description of services will be specifically set forth by addenda to this agreement.

1.2 Pertaining to the Engineer's Services

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

1.2.2 The engineer agrees to maintain insurance as specified in EXHIBIT A -- INSURANCE COVERAGES.

1.2.3 The engineer intends to render services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either express or implied.

1.2.4 The engineer reserves the right to enter into agreements with other design professionals for portions of the work included under this agreement. Where this subagreement would represent a major portion of the design work, the engineer shall receive approval of the owner for this subagreement.

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.2.6 All work product shall become the product of the owner and shall not be made available to any third party by the engineer without the consent of the owner. The engineer shall provide copies of all work product in printed format and computerized format.

1.2.7 Original documents, notes and the like, except those furnished to the engineer by the owner, represent the engineer's cumulative knowledge and are, and shall remain, the property of the engineer and shall not constitute the work product of this agreement. The owner shall have access to these materials and the engineer shall provide a copy upon written request at cost for reproduction.

1.2.8 Whenever the owner elects to enter into any contract or agreement with any person or entity other than the engineer for the performance of services on the project, the engineer will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the engineer is providing coordination. Neither the engineer's authority to act under the contract documents or under this agreement, nor any decision made by the engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the engineer to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The engineer has not been retained or compensated to provide design and construction review services relating to safety precautions, or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the engineer to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods or temporary bracing methods.

1.2.10 The engineer in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this project by any person or entity unless same shall be found to be the result of a design error. In spite of this, if any claims shall be brought against the engineer of that nature, the owner agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorneys' fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than the engineer.

1.2.11 The engineer and the owner hereby agree that the engineer services under this contract do not include the investigation, detection, abatement, materials, or processes containing asbestos. All responsibility with asbestos detection and abatement shall remain with the owner.

The engineer and the owner also agree that the engineer's services under this contract do not include responsibility for mine subsidence, ground water contamination or legal proceedings related to loss of real estate values.

1.3 Pertaining to the Owner

1.3.1 The owner shall provide at the owner's expense (unless the engineer has specifically included them in addenda to this agreement), and in such manner that the engineer may rely upon them in the performance of services under this agreement, all criteria, design, and construction standards including full information as to the owner's requirements for the project insofar as such documents are available to the owner, or in the owner's possession. Such information may include but not be limited to:

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

1.3.2 The owner shall designate a person authorized to act as the owner's representative. The owner or the owner's representative shall receive and examine documents submitted by the engineer, and shall be empowered to interpret and define the owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the engineer's services.

1.3.3 The owner shall guarantee full and free access for the engineer to enter upon all property required for the performance of the engineer's services under this agreement.

1.3.4 The owner shall give prompt written notice to the engineer whenever the owner observes or otherwise becomes aware of any defect in the project or other event which may substantially affect the engineer's performance of services under this agreement.

SECTION II - COMPENSATION FOR SERVICES

2.1 General

2.1.1 The owner shall compensate the engineer for services rendered under this agreement. The method of compensation for said services shall be as set forth in addenda to this agreement.

2.1.2 Payments for services are due 30 days after their invoiced date, based on actual engineering services furnished, unless another schedule of payments is agreed upon by addenda.

2.1.3 Where the owner disputes some portion of the charges contained in the engineer's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the engineer in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the engineer of the entire amount due. This would constitute a failure to make payment.

3.1 General

3.1.1 This agreement is the result of final negotiations between the owner and the engineer and represents the entire and integrated agreement between the owner and the engineer for the project and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the owner and the engineer.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's agents. However, when these delays require additional work to be performed by the engineer, the engineer shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the engineer.

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

3.1.4 Unless otherwise specified within this agreement, this agreement shall be governed by the laws the state of Michigan.

3.1.5 In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

EXHIBIT A INSURANCE COVERAGES

A. The engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Michigan such insurance as will protect the owner, its officers, directors, employees, agents, consultants, and volunteers from claims involving the engineer's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:

The engineer herein agrees to indemnify, defend and hold harmless the owner, its officers, directors, employees, agents, consultants and volunteers from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the owner, its officers, directors, employees, agents, consultants and volunteers may incur by reason of any injury or damage sustained to any person or property (including loss of use) arising out of or occurring in connection with the negligent performance by the engineer of engineer's duties and obligations.

B. The engineer shall obtain and maintain, at the engineer's own expense, engineer's professional liability insurance in the amount of one million dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this agreement or the commencement of the engineer's services in relation to the project) covering personal injury, bodily injury and property damages, said coverage to be maintained for three (3) years after the date of final payment hereunder.

C. The engineer shall maintain at the engineer's own expense comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

D. The engineer shall maintain at the engineer's own expense comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

E. The engineer shall maintain at the engineer's own expense workers' compensation insurance in the amount of the statutory maximum with an employer's liability coverage of at least five hundred thousand dollars (\$500,000.00).

F. The owner and its officers and employees shall be named as additional insured on the engineer's comprehensive general liability and automobile insurance policies.

G. A11 insurance required by the engineer shall be maintained at the engineer's own expense, from a company or companies lawfully authorized to do business in Illinois and rated at least A by Best's Key Rating Guide. All insurance obtained by the engineer shall incorporate a provision requiring the giving of written notice to the owner at least thirty (30) days prior to the cancellation, renewal or material modification of any such policies by return receipt of United States certified mail. All insurance required by the engineer shall also state that the coverage afforded under the policy or policies shall be primary insurance. Any insurance carried independently by the owner shall be secondary insurance which operates on only an excess or contingent basis.

H. All insurance required of the engineer shall provide that any failure to comply with reporting

provisions of the policy shall not affect coverage provided to the owner, its directors, officials, employees, agents, consultants or volunteers.

I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any services hereunder.

J. Under no circumstances shall the owner be deemed to have waived any of the insurance requirements of this contract by any action or omission, including but not limited to:

- (1) allowing any work to commence by the engineer before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the engineer; or
- (3) failing to advise the engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The engineer agrees that the obligation to provide the insurance required by these documents is solely the engineer's responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the owner.

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

L. In the event the engineer fails to furnish and maintain the insurance required by this contract, the owner may purchase such insurance on behalf of the engineer, and the engineer shall pay the cost thereof to the owner upon demand or shall have such cost deducted from any payments due the engineer. The engineer agrees to furnish to the owner the information needed to obtain such insurance.

**ADDENDUM 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH
ERES INTERNATIONAL, INC. D/B/A
ENGINEERING AND RESEARCH INTERNATIONAL, INC.**

This addendum is attached and made part of the agreement for professional engineering services dated January 3, 2012 between the city of Owosso, Michigan (owner) and ERES International, Inc. d/b/a Engineering and Research International, Inc. (Engineer) providing for professional services.

**PAVEMENT EVALUATION AND PAVEMENT MANAGEMENT SYSTEM STUDY
PROJECT SCOPE OF WORK**

The project scope of work is attached as Section 1: Technical proposal pavement condition survey (excluding Tasks 6, 7 and 8).

SCHEDULE

The schedule for the project is to begin by February 1, 2012 and be completed by June 30, 2012.

COMPENSATION

The cost proposal of the engineer for the project is attached as Schedule 2: Cost Proposal which totals \$48,586.00. The engineer shall submit for payment based on monthly progress of the work.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and

SECTION 1: TECHNICAL PROPOSAL

A. Project Background

The City of Owosso is currently responsible for 72 lane miles of streets. The City does not currently have a Pavement Management System (PMS).

B. Project Objectives

The City is requesting Pavement Condition Survey (PCI) and condition analysis be conducted to assess maintenance needs, evaluate rehabilitation strategies and treatment, establish estimated costs for repairs and recommend the order of priority for phasing work to create a comprehensive program for road maintenance management.

C. Project Approach

To achieve the objectives of this study, ERI has developed a comprehensive project approach for the City of Owosso Pavement Management Study. This project approach will be modified with the help of City staff before the start of the project. The project approach includes the following tasks:

Task 1: Project Development

The project scope and the work plan to complete the various project tasks will be discussed with the City for approval. The project development task will also include the following activities:

- Project management
- Development of Project Schedule

Task 2: Background Data Collection

A significant amount of basic pavement data is incorporated into establishing and updating a PMS database. The following items will be collected from the City:

- Copies of previous distress survey
- City's road pavement network inventory and pavement classification
- City's existing PMS database, if available
- City's existing GIS interfaces, GIS Maps and Shapefiles
- The City's current maintenance and rehabilitation design policies (if available)
- Construction and maintenance history data for the City streets (if available)
- Traffic data (if available)
- Recent maintenance and rehabilitation (M & R) cost data based on local practices (if available)
- Any other pertaining data.

Task 3: Records Review

The data collected under Task 2 (Background Data Collection) will be reviewed by ERI staff. After a thorough review of records, any additional data required will be obtained from the City.

Task 4: Uniform Pavement Sections

The uniform pavement sections form the foundation for subsequent pavement inspections and the development of effective maintenance and rehabilitation (M & R) programs. The existing pavement network will be divided into uniform pavement sections based on pavement type,

construction date, usage and traffic history data obtained from Task 2.

Task 5: Automated Pavement Condition Survey

ERI owns and operates an Automated Distress Survey (ADS) unit that simultaneously collects pavement condition, GPS, and digital image data streams. ERI will use ADS vehicle to collect the surface condition, roughness, rutting, and GPS data. The ADS vehicle can also be used to collect a high-resolution, digital imagery inventory (Right of Way Imaging) of the City's road network for the subsequent asset inventory and extraction process, if needed.

ERI will collect the pavement images utilizing International Cybernetics Corporation's pavement imaging system which is designed for pavement distress data collection.

The subsystem collects the highest quality images (minimum resolution 4071x3981 dpi) of any system in the market today. These high-resolution images are captured and taken back to the office for rating via removable hard drives,

ERI's Imaging Workstation as shown in Figure 3 was designed specifically for pavement surface distress analysis using digital image data collected by the ADS vehicle. The Imaging Workstation provides an efficient means of managing and maintaining distress rating data, and allows users to synchronize images from multiple cameras. ERI has six (6) such Imaging Workstation setups which are network ready in ERI office in Savoy, IL.

Our proposal involves 100% field survey through digital imaging and data reduction for 25% of the collected images.

Task 6: Nondestructive Deflection Testing (Optional)

This is an optional task that can be very helpful in identifying the uniform pavement sections and in the development of pavement performance prediction models.

The maximum deflection (DO) obtained from nondestructive deflection testing (NDT) data is a good indicator of the overall roadway condition, and is a function of the foundation support, the upper pavement layer thicknesses and the strength, and the applied loads. In general, for any given thickness, higher DO values indicate a weaker pavement, and variability of the pavement structure can be observed by viewing the longitudinal profile of the maximum deflections along the length of a pavement section.

Therefore, NDT could be used to help in identifying uniform pavement sections, classifying pavements by relative strength for prediction models, and identifying maintenance and rehabilitation needs based on the structural analysis of the pavement sections.

Task 7: Ground Penetrating Radar (GPR) Testing (Optional)

This is an optional task that can be very helpful in verifying / supplementing the pavement layer thickness information obtained from the City's records.

GPR data can be used to identify the uniform pavement sections, and determine the pavement layer thickness information within each uniform pavement section.

Task 8: Destructive Testing (Optional)

This is an optional task that can be very helpful in verifying / supplementing the pavement layer thickness information obtained from the City's records and GPR data (if collected). The limited destructive testing can be conducted by taking cores from the existing pavements.

Task 9: Micro PAVER Database

MicroPAVER is a pavement management system program developed by the U.S. Army Corps of Engineers. The pavement condition distress data collected will be transferred to the MicroPAVER pavement inventory program. The PC1 will be calculated for each surveyed sample unit within the defined uniform pavement section.

Task 10: Pavement Maintenance Policies

Pavement maintenance policies that address localized preventive, localized safety and global preventive maintenance and rehabilitation (M & R) requirements will be developed. The localized preventive maintenance policy is applied to pavement sections in sound condition. The localized safety policy is applied to deteriorated pavement sections. The global preventive maintenance policy is applied to pavement sections showing no sign of structural distress or to pavement sections having insignificant fatigue damage over the design period. These maintenance policies will be entered into the City's Micro PAVER database.

Task 11: Pavement Condition Prediction Models

Knowledge about the future condition of the pavement is required for inspection scheduling, life cycle costing, benefit analysis and budget optimization. Pavement condition prediction models will be developed based on PCI, NDT (if conducted), pavement structure and construction history data. These prediction models will be entered into Micro PAVER.

Task 12: PC1 vs. M & R Cost Relationships

The relationships between PC1 vs. localized preventive maintenance cost and PC1 vs. M & R cost will be developed based on the local M & R cost data. These relationships will be entered into Micro PAVER.

Task 13: Road Maintenance Management Program

The objectives of the road maintenance management program is to assess maintenance needs, evaluate rehabilitation strategies and treatments, establish estimated costs for maintenance and repair and recommend the order of priority for phasing work.

The road maintenance management program will be designed to maintain the pavement network in a good to excellent condition at the minimum cost. Field experience and research have clearly shown that the most cost-effective M & R strategy is to maintain pavements in good condition.

The road maintenance management program will be developed based on pavement condition inspections, pavement maintenance policies particularly developed for the City, pavement condition prediction models and PC1 vs M&R cost relationships. The project location maps will be prepared based on the order of priority for phasing work.

Task 14: Geographic Information System (GIs)

The road maintenance program will be displayed using Arc View GIs. Using GIs, the City Staff will be able to see the information contained in the PMS database graphically.

SECTION 2: COST PROPOSAL

Table 1: Cost Estimate for Automated Pavement Condition Survey And Development of PMS (For approximately 72 Lane Miles) For The City of Owosso, MI

Project Element	Employee Classification	Project Manager	Senior Engineer	Project Engineer	Survey Technician	Total Hours	Total Salary Cost	Description of Reimbursable Expenses		Total Reimbursable Expense	Total Cost
								Unit	Rate		
1 Task 1: Project Development		8	8	16	4	32	\$3,120.00				\$3,120.00
2 Task 2: Background Data Collection		4	8	8	0	20	\$2,000.00	2	\$1,000.00	\$2,000.00	\$2,000.00
3 Task 3: Data Collection		8	8	12	0	24	\$2,300.00				\$2,300.00
4 Task 4: Data Entry		8	8	16	4	36	\$3,480.00				\$3,480.00
5 Task 5: Automated Condition Survey											
Pavement Condition Survey Using Automated Vehicle (72 lane miles @ \$115/mile)								72	\$115.00	\$8,280.00	\$8,280.00
Mobilization (362 miles one way)								724	\$5.00	\$3,620.00	\$3,620.00
Data Reduction		8	8	32	100	148	\$9,480.00				\$9,480.00
Imagery Data Delivery, if needed								1	\$200.00	\$200.00	\$200.00
Hours		24	28	62	8	112					
Salary		\$4,080.00	\$2,240.00	\$3,960.00	\$400.00		\$70,960.00				
Total Cost											\$12,960.00
6 Task 6: Automated Condition Survey											
Pavement Condition Survey Using Automated Vehicle (72 lane miles @ \$115/mile)								72	\$115.00	\$8,280.00	\$8,280.00
Mobilization (362 miles one way)								724	\$5.00	\$3,620.00	\$3,620.00
Data Reduction		8	8	32	100	148	\$9,480.00				\$9,480.00
Imagery Data Delivery, if needed								1	\$200.00	\$200.00	\$200.00
Hours		8	8	32	100	148					
Salary		\$1,360.00	\$720.00	\$2,400.00	\$5,000.00		\$9,480.00				
Total Cost											\$21,580.00

COMMUNICATIONS

Downtown Historic District Commission. Minutes of December 21, 2011.

CITIZEN COMMENTS AND QUESTIONS

Jeff McIntyre, president of the Shiawassee Association of Realtors, said he was looking forward to participating in the meeting between realtors, builders and the City regarding the vacant property registration ordinance, saying his group wants to be a good resource for the City.

Jerry Meyer, representing the Shiawassee Homebuilders Association, explained that over the course of the last several years real estate representatives have helped to reduce the number of blighted homes in the area. He asked that the City be careful not to halt that progress in an effort to manage vacant homes.

Jane Settingington, Shiawassee Association of Realtors member, asked that the requested meeting take place soon so the issue can be resolved quickly.

Michael Tillotson, 1299 South Shiawassee Street, asked whom he could call when he comes across a property that has not been shoveled after a snow storm. It was noted he could call City Hall.

Kim Omer, local realtor, asked for a moratorium on the vacant property registration ordinance until such time as things are clarified.

Eddie Urban, 601 Glenwood Avenue, noted the open house at the Owosso VFW on January 14th at 10:00 am with the traveling Vietnam Memorial.

John Bielfus, local realtor, asked that the ordinance be suspended until it is clarified.

There was discussion regarding implementing a moratorium until the ordinance can be clarified. City Attorney William C. Brown said it could be done but he would advise against it. Frustration was expressed on the part of Council as no one commented when the ordinance was originally being examined for adoption, but waited until after it was effective to come forward.

Motion by Mayor Pro-Tem Popovitch for a 30-day moratorium on the inspection provisions of Ordinance No. 724.

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Fox, Bailey, Mayor Pro-Tem Popovitch, Councilpersons Cook, Eveleth, Erfourth and Mayor Frederick.

NAYS: None.

The 30-day period will be used to discuss any unintended negative ramifications of the ordinance with local realty leaders and determine if an amendment to the ordinance is needed.

NEXT MEETING

Tuesday, January 17, 2012

BOARDS AND COMMISSIONS OPENINGS

Planning Commission, term expiring June 30, 2012
Zoning Board of Appeals – Alternate, term expiring June 30, 2013

ADJOURNMENT

Motion by Councilperson Eveleth for adjournment at 9:22 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk



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

MEMORANDUM

DATE: January 10, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Small Wind Energy System Ordinance

As a follow up to an earlier attempt to incorporate provisions for alternate energy generation systems in the city zoning code, the planning commission has reviewed an ordinance that will permit small wind energy systems in the city. This ordinance is intended to permit properties in all zoning districts to construct small roof-mounted or free-standing wind turbines for the purpose of generating energy to be used onsite.

This ordinance is not intended to permit or encourage large scale wind farms or other energy generating operations that are not accessory to an existing, primary use. The ordinance has been drafted so that it is relatively simple to understand and to conform to, while still ensuring that basic aesthetic, safety, and performance standards are adhered to.

The ordinance was deliberated by the planning commission on January 9, 2012, wherein a public hearing was held. The recommendation of the planning commission is to approve the ordinance as drafted.

City staff recommends approval of the next step in amending the ordinance by setting a public hearing for February 6, 2012 to receive citizen comment regarding the proposed amendment. Adoption of the small wind energy system ordinance would be considered at that time. I will be available to explain this ordinance in more detail at the meeting if necessary.

AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO
REGULATE WIND ENERGY CONVERSION SYSTEMS

Whereas, the city council of the city of Owosso realizes the benefits of wind energy turbines for the entire community that includes:

- Reduced pressure on the local electrical grid
- Increased security that can provide back-up power to essential and public services
- Increased local energy independence
- Enhanced reliability and power quality of the electrical grid
- Diversified energy supply portfolio
- Reduced pollutants
- Increased market competition
- Reduced utility costs

Whereas, Owosso has sufficient wind energy to support a variety of small and potentially medium sized wind energy conversion systems;

Whereas, the city council wants to establish procedures and standards to ensure that the location and function of wind energy conversion systems including generation, transmission, and potential distribution are compatible with the protection of the public health, safety and welfare;

THE CITY OF OWOSSO ORDAINS that the City of Owosso Zoning Ordinance Sections 38-5 et seq. shall be amended as follows:

Section 1. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-5. Definitions be amended by adding in the appropriate place:

Small Tower-Mounted Wind Energy System (STWES) is a tower-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. The SWES is an accessory building that does not exceed 50 kilowatts or 120 feet.

Small Structure-Mounted Wind Energy System (SSWES) is a structure-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. This structure an accessory building that is permanently affixed to a structure's roof, walls, or other elevated surface. The SSWES does not exceed 10 kilowatts or 15 in height as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances.

Small Wind Energy System (SWES) represent all SSWES and STWES systems.

Shadow Flicker is the moving shadow, created by the sun or other permanent light source shining through the rotating blades of a wind energy system (WES). The amount or degree of shadow flicker is calculated and quantified by computer models.

Section 2. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379 (2). Accessory buildings be

amended to read as follows:

Accessory buildings, except as otherwise permitted in this chapter, shall be subject to the following regulations:

- (2) Accessory buildings shall not be located in any required yard, except a rear yard.

Section 3. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379 (7). Accessory buildings be amended to read as follows:

- (7) On residential lots of less than seventeen thousand five hundred (17,500) square feet, only two (2) accessory buildings shall be permitted. On residential lots seventeen thousand five hundred (17,500) square feet or greater, only three (3) accessory buildings shall be permitted. These limits shall not apply to wind energy systems, satellite dishes, or dog pens.

Section 4. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379. Accessory buildings be amended by adding (10) as follows:

- (10) A small wind energy system shall be an accessory building in all zoning districts subject to the following requirements:
 - a. Setbacks and location, as measured from the furthest outward extension of all moving parts.
 1. A STWES shall be set back a distance equal to its total height plus an additional five feet from any occupied building, street or highway right-of-way; any overhead utility lines; all property lines; and any existing guy wire, anchor or small wind energy tower on the property.
 2. A SSWES shall be a minimum of fifteen (15) feet from the property line, public right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure.
 3. A SSWES shall not be affixed to the roof or wall of a structure facing a street.
 4. A STWES shall not be located in any front yard except for properties zoned and used for industrial purposes.
 5. The lowest extension of any blade or other exposed moving component of a WES shall be a least fifteen (15) feet above the ground as well as any outdoor surface intended for human use.
 6. Setbacks may be reduced to not less than twenty (20) feet if the applicant provides a registered engineer's certification that the WES is designed to collapse within a zone smaller than the height of the tower, yet still remain within the owner's property or the applicant acquires an easement to meet the required setback distance.
 - b. Access.

1. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
2. The tower shall be designed and installed so as to not provide step bolts or a ladder readily accessible to the public for a minimum height of 8 feet above the ground.
- c. Electrical wires. All electrical wires associated with a small wind energy system, other than wires necessary to connect the wind generator to the wind tower wiring, the wind tower wiring to the disconnect junction box, and the grounding wires shall be located underground.
- d. Lighting. A wind tower and generator shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration (FAA). Lighting of other parts of the small wind energy systems, such as appurtenant structures, shall be limited to that required for safety purposes, and shall be reasonably shielded from abutting properties.
- e. Appearance, color, and finish. The wind generator and wind tower shall remain painted or finished the color or finish that was originally applied by the manufacturer.
- f. Signs. All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, wind tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.
- g. Code compliance. A small wind energy system including wind tower shall comply with all applicable construction and electrical codes.
- h. Utility notification and interconnection. Small wind energy systems that connect to the electric utility shall comply with the Public Service Commission regulations.
- i. Small wind energy systems may be attached to any building, including guy wires, provided the city approves the submittal of documentation sealed by an engineer licensed by the state of Michigan showing the proposed connection of the system to the structure and whether any additional reinforcing is required. The city may not be found liable for damage caused by noise or vibration created by the system.
- j. Meteorological towers shall be permitted under the same standards, permit requirements, restoration requirements, and permit procedures as a small wind energy system.
- k. Each property is eligible for two small wind energy systems only, except properties of at least one contiguous acre may be allowed one additional system for each additional one-half acre or portion thereof
- l. A small wind energy system that is out-of-service for a continuous six-month period will be deemed to have been abandoned. The zoning administrator may issue a notice of abandonment to the owner of a small wind energy system that is deemed to

have been abandoned. The owner shall have the right to respond in writing to the notice of abandonment setting forth the reasons for operational difficulty and providing a reasonable timetable for corrective action, within 30 days from the date of the notice. The administrator shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been abandoned.

- m. If the small wind energy system is determined to be abandoned, the owner of a small wind energy system shall remove the wind generator from the wind tower at the owner's sole expense within 90 days of the date of the notice of abandonment. If the owner fails to remove the wind generator from the wind tower, the administrator may pursue a legal action to have the wind generator removed at the owner's expense.
- o. Noise emanating from a small wind energy system shall not exceed 50 dB(A) as measured from any offsite habitable structure or 55dB(A) to any lot line.
- p. Wind energy systems shall not interfere with communication systems such as radio, telephone, television, satellite, emergency communications, or Wi-Fi.
- q. Shadow Flicker created by a STWES shall not exceed thirty (30) hours per year as observed on the windows or outdoor spaces (such as porches, patios, and decks) of any offsite building intended for human habitation or occupation. The zoning administrator may request a study to demonstrate the impact of a WES proposal.
- r. Public inquires and complaints by an aggrieved property owner that alleges that a STWES or SSWES does not meet noise or shadow flicker requirements shall be processed as follows:
 - 1. The property owner shall notify the city in writing regarding the concerns related to noise and/or shadow flicker.
 - 2. If the city zoning administrator or engineer deem the complaint sufficient to warrant an investigation, the city will request the aggrieved party to deposit funds in an amount sufficient to pay for a noise level test conducted by a certified acoustic technician and/or a shadow flicker study as performed by a professional.
 - 3. If the tests(s) show that the WES does not exceed the noise or shadow flicker requirements of this chapter, the city will use the deposit to pay for the test.
 - 4. If the WES is violating this chapter's noise requirements, the owner(s) shall reimburse the city for the testing and take immediate action to bring the WES into compliance, include ceasing operation of the WES till the violations are corrected. The city will refund the deposit to the aggrieved property owner.

Section 5. This amendment shall become effective 20 days after passage.

Section 6. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.



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

MEMORANDUM

DATE: January 10, 2012

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: Housing Conformance Ordinance

It has come to the city's attention that some owners of residential properties in office and commercial zoning districts are having trouble securing home improvement loans and/or point of sale mortgages. The problem is that lenders have discovered that the city's ordinance does not guarantee that any residential structure can be rebuilt in the event of the structure's destruction if it is not in a residential zone. This is because residential uses in these non-residential zones are limited to the upper floors or are otherwise 'non-conforming.'

Because non-conforming uses can only be rebuilt with the approval of the zoning board of appeals, there can be no security for homeowners in these zoning districts (most of these areas are in transition areas on the fringe of downtown, on M-71, or near the M-21 corridor). Obviously, this could create a problem for occupants of these structures in terms of lending as well as long term housing options in the event that their home is destroyed by fire or some other means.

The solution to this issue is to alter the zoning code to provide some level of guarantee for these residential structures to be permitted in the event of their destruction. Instead of rezoning specific parcels, city staff felt it would be better if the zoning classifications permitted existing residential structures as-of-right. This would effectively 'grandfather' such uses so that, not only are they permitted to exist legally in their current state, but they would also be permitted to be rebuilt in the event that they were destroyed. This would not vest the structures with non-conforming setbacks or other height, bulk, or density provisions, but it would ensure that the *use* (residential) is permitted.

The impact of this ordinance is that loans and other mortgage debt will be more easily acquired by property owners, hopefully leading to further improvements and smoother sales in these areas. However, property owners would not have to change the use from residential to that of the effective zoning classification (office, commercial, or industrial) in the event of a disaster.

The planning commission deliberated on this ordinance during a public hearing session on January 9, 2012 and recommended that the city council approve the ordinance as drafted.

Staff recommends Council set a public hearing for February 6, 2012 to receive citizen comment regarding the proposed amendment. Consideration of approval would occur at that time.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO PERMIT THE CONTINUANCE OF RESIDENTIAL USES IN NON-RESIDENTIAL ZONES

AN ORDINANCE to amend Chapter 38, Zoning, of the Code of the City of Owosso, Sections 38-172, 38-197, 38-216, 38-242, 38-267, and 38-291 to formally allow continued residential use in non-residential areas to ensure homeowners of such properties are able to obtain mortgages and home loans and have assurances they will be allowed to rebuild should their home be catastrophically damaged.

Whereas, the city council of the city of Owosso realizes that there are numerous housing structures existing in non-residential zones in the city that are still viable.

Whereas, these residential uses may not be able to be placed to a higher and better use due to the condition of the economy;

Whereas, these home owners are finding it very difficult to secure lending for improvements and for purchase due to the non-conformance of the existing use;

Whereas, rezoning all such parcels would be very impractical and problematic.

Now, Therefore, Be It Resolved, by the City Council of the City of Owosso, Michigan that the following amendments be made to Chapter 38, Zoning Code of the City of Owosso to allow continued used of residential structures in non-residential zoning areas.

THE CITY OF OWOSSO ORDAINS:

Section 1. That Chapter 38, Zoning, of the Code of the City of Owosso, Sections 38-172, 38-197, 38-217, 38-242, 38-267, and 38-292 *Principal uses permitted* be amended by adding, in the appropriate place, the following language to the list of permitted uses:

Residential structures existing as of January 1, 2012.

Section 2. This amendment shall become effective 20 days after passage.

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



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

MEMORANDUM

DATE: For January 17, 2012 Council Agenda (Consent Item)

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Palmer Well Casing and Pump **Emergency** Overhaul
\$17,288.20 Payment Authorization
Layne Christensen Company

Staff requests Council concurrence on the payment to Layne Christensen Company in the amount of \$17,288.20 for emergency repairs and rehabilitation of the Palmer # 3 drinking water well and pump.

In mid-September the pump at our Palmer # 3 well seized up and shut down on motor overload. We authorized Layne Christensen to pull the vertical turbine pump for inspection and emergency repair. This is a vertical turbine pump with 90 feet of 8-inch column pipe with a design flow rate of 1,000 gallons per minute. Due to the extensive use of this well and the corrosive nature of the untreated well water, we typically plan a major overhaul on the pump and well cleaning on a 6 year cycle. This was planned for next fiscal year, but had to be moved up to the current time due to the premature pump failure.

The pump and column pipe was found to be in need of replacement and we had Layne proceed on an emergency basis to minimize the time this primary well was out of service. We evaluated various alternatives to attempt to extend the service life between overhauls. The only cost-effective and timely option was to epoxy coat the steel pump column, which added \$1,500 to the pump overhaul cost totaling \$12,168.20.

Whenever the pump is pulled from the well we utilize an underwater TV inspection to verify the integrity of the well and condition of the well screen. This inspection revealed a hole in the casing liner just above the well screen that needed to be sealed. The screen was found to be in reasonably good condition and the well did not show any significant loss in specific capacity. That is, full well cleaning, typically budgeted at \$15,000, was not called for and we had Layne seal the hole in the well casing and perform minimal acid and chlorine well cleaning with the resulting cost being \$5,120.

Enc.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PAYMENT TO
LAYNE CHRISTENSEN COMPANY
IN THE AMOUNT OF \$17,288.20 FOR THE EMERGENCY REPAIR
TO THE PALMER #3 DRINKING WATER WELL AND PUMP**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, required the emergency repair of the Palmer # 3 drinking water well and pump; and

WHEREAS, Layne Christensen Company is a licensed well contractor with the specialized personnel and equipment to perform the necessary work in the timely manner dictated by the operational needs of our municipal water supply system; and

WHEREAS, Layne Christensen Company has completed the emergency repair in a timely and professional manner;

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

- FIRST: The City of Owosso determined that it was necessary to repair the Palmer # 3 well and replace the well pump and column pipe on an emergency basis in the amount of \$17,288.20 as proposed from Layne Christensen Company.
- SECOND: The purchase agreement between the City and Layne Christensen Company is in the form of a City Purchase Order.
- THIRD: The above expenses shall be paid from the Water Fund.

Layne Christensen Company

Remit to: 25666 Network Place Chicago, IL 60673-1256

Great Lakes Region - Aurora, IL - Beecher, IL - Lansing, MI - Pewaukee, WI - Schofield, WI
PH: (262) 246-4646 - FAX: (262) 246-4784

INVOICE #: 89027863

SOLD TO: Owosso, City, MI
ATTN: Mr. Gary Burk
301 West Main Street
Owosso, MI 48867-2925
Client Phone: 989-725-0555

INVOICE DATE: 12/30/2011
PO#: 41089
LAYNE ORDER#: 14739
CLIENT#: 10540079

Engineer: Christopher Zeeb

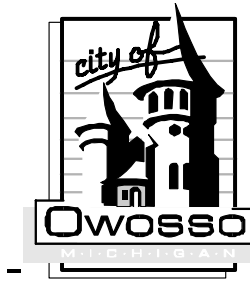
Additional Customer Notes:

Extended to Emergency Pump Repair and Well Rehab.

TERMS: NET 30 DAYS

QUANTITY		DESCRIPTION	PRICE	TOTAL
PALMER STREET WELL #3				
PULL, TEARDOWN AND INSPECT				
MATERIALS				
7	EA	8" X 9' 11-1/4" Column Pipe with Couplings	\$373.00	\$2,611.00
1	EA	8" X 4' 11-1/4" Column Pipe with Coupling	\$280.00	\$280.00
1	EA	8" X 4' 11-1/4" Column Pipe	\$240.00	\$240.00
1	LS	Tnemec Coating (ID and OD) for Pipe. Touch Up with Quad Epoxy While Installing.	\$1,500.00	\$1,500.00
8	EA	1-1/2" Shaft Sleeves	\$44.50	\$356.00
8	EA	2-1/2" X 1-11/16" Rubber Bushings	\$20.00	\$160.00
1	EA	1-1/2" Stuffing Box Bushing	\$57.20	\$57.20
1	EA	Set Packing	\$36.00	\$36.00
1	EA	8" X 10' Suction Pipe	\$332.00	\$332.00
1	EA	Replacement Bowl, 11 CHC - 2 Stage	\$2,877.00	\$2,877.00
2	EA	Optional Wear Rings	\$189.00	\$378.00
1	EA	Vitra Glass Interior Coating	\$245.00	\$245.00
			Sub Total for MATERIALS: \$9,072.20	
LABOR				
16	HR	Shop Labor, Replace Shaft Sleeves, Sand Blast Paint Head, Replace Stuff Bushing and Repack Box.	\$72.00	\$1,152.00
12	HR	Field Labor, Travel, Reset and Test.	\$162.00	\$1,944.00
			Sub Total for LABOR: \$3,096.00	
			Invoice Sub Total:	\$12,168.20
			Tax:	\$0.00
			Invoice Total:	\$12,168.20

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable



WARRANT 435 January 10, 2012

Vendor	Description	Fund	Amount
Brown & Stewart PC	Professional Services-December 13, 2011 – January 9, 2012	General	\$ 7,053.28
Caledonia Charter Township	Caledonia Utility Fund Payment- October – December 2011	Water	\$15,201.84
Huron & Eastern Railway Company Inc	Annual maintenance of active traffic control devises- 2011	Major Streets	\$ 5,690.00
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement Payment - October – December 2011	Water	\$ 6,367.96
Mario Chiesa	Professional Services –Arbitration	General	\$ 6,786.12
		TOTAL	\$41,099.20

01/04/2012

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2011 - 12/31/2011

Check Date	Ba	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
12/02/2011	1	117359	SMITH JULIANNE	UB REFUND FOR ACCOUNT: 1559500012	42.47
12/02/2011	1	117360	WHITE KELLY	UB REFUND FOR ACCOUNT: 5848070002	42.28
12/02/2011	1	117361	GOOD TIMOTHY	UB REFUND FOR ACCOUNT: 3373570003	95.65
12/02/2011	1	117362	MEYERS VIRGINIA	UB REFUND FOR ACCOUNT: 5508600001	79.13
12/02/2011	1	117363	MUENCHEN CHRISTENA	UB REFUND FOR ACCOUNT: 2493240008	18.31
12/02/2011	1	117364	AWREY ANDREA	UB REFUND FOR ACCOUNT: 1176500016	33.08
12/02/2011	1	117365	KELLER WILLIAMS	UB REFUND FOR ACCOUNT: 2335831002	37.65
12/02/2011	1	117366	HEIGL STACY	UB REFUND FOR ACCOUNT: 1332500002	41.91
12/02/2011	1	117367	HOLLEY KIMBERLY/TERRY	UB REFUND FOR ACCOUNT: 3680070001	14.32
12/02/2011	1	117368	WELCH KAREN	UB REFUND FOR ACCOUNT: 2154840004	37.51
12/02/2011	1	117369	BERMEJO TIANA	UB REFUND FOR ACCOUNT: 2338890020	35.51
12/02/2011	1	117370	YEAGER GWEN	UB REFUND FOR ACCOUNT: 5473210006	46.11
12/02/2011	1	117371	ALLMAX SOFTWARE INC	WWTP-OPERATING-SUPPORT-12/1/11-11/30/12	800.00
12/02/2011	1	117372	KEITH A BAILEY	WWTP-EQUIPMENT MTN-SUPPLIES	20.00
12/02/2011	1	117373	BLUMERICH COMMUNICATIONS SERVICE, I	OPD-EQUIP MTN MOBILE-RPR VRM MODEM FOR #	90.00
12/02/2011	1	117374	CONSUMERS ENERGY	UTILITIES-NOV 2011-MULTIPLE LOCATIONS	22,942.91
12/02/2011	1	117375	D & G EQUIPMENT INC	WWTP-BUILDING MTN-PARTS	11.64
12/02/2011	1	117376	DEISLER OURDOOR POWER EQUIP	OFD-EQUIPMNET MTN-REPAIR OF CHAIN SAW	74.32
12/02/2011	1	117377	DUKE'S ROOT CONTROL INC	SWR-SANITARY SEWER-ROOT TREATMENT	4,500.00
12/02/2011	1	117378	HACH COMPANY	WTP-EQUIPMENT MTN-SUPPLIES	388.95
12/02/2011	1	117379	IDEXX DISTRIBUTION CORPORATION	WTP-OPERATING-SUPPLIES	166.41
12/02/2011	1	117380	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE-MEDICAL SUPPLIES	908.32
12/02/2011	1	117381	KEMIRA WATER SOLUTIONS INC	WWTP-OPERATING-FERRIC CHLORIDE	2,613.44
12/02/2011	1	117382	LYNN PEAVEY COMPANY	OPD-OPERATING-SUPPLIES	204.30
12/02/2011	1	117383	MCMASTER-CARR SUPPLY CO	WWTP-EQUIPMENT MTN-SEALS	49.02
12/02/2011	1	117384	METTLER-TOLEDO INC.	WWTP/WTP-EQUIPMENT MTN/SUPPLIES-SCALES	282.00
12/02/2011	1	117385	MICHIGAN PIPE & VALVE, INC.	WATER-INVENTORY ITEMS-GASKETS	1,185.93
12/02/2011	1	117386	MISDU	EMPLOYEE DEDUCTIONS-GARNISHMENTS	1,280.58
12/02/2011	1	117387	MISS DIG SYSTEM, INC.	WATER-CONTRACTUAL-2012 MISS DIG SYS ANNUA	587.88
12/02/2011	1	117388	NORTH SHORE ANALYTICAL INC	WWTP-PROF SRVS-LOW LEVEL MERCURY ANALYS	200.00
12/02/2011	1	117389	OFFICE DEPOT	OPD/OFD/WWTP/ENG-SUPPLIES-SCALE/FOLDERS/	346.68

01/04/2012

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Check Date	Ba	Check	Vendor Name	Description	Amount		
12/02/2011	1	117390	POLYDYNE INC	WWTP-OPERATING-AF 4500 POLYMER	1,834.80		
12/02/2011	1	117391	PVS NOLWOOD CHEMICALS INC	WWTP-OPERATING-SODIUM METABISULFITE	1,550.63		
12/02/2011	1	117392	Q2A ASSOCIATES LLC	FIN-CONTRACTUAL-10/30-11/12/11-R.WILLIAMS	3,559.50		
12/02/2011	1	117393	REEVES WHEEL ALIGNMENT, INC.	OPD/FLEET-MTN CITY VEHICLES-TRANSMISSION F	4,596.62		
12/02/2011	1	117394	SHIAWASSEE COUNTY MEDICAL GROUP	HR-CONTRACTUAL-OPD RESERVE PRE-EMP PHYS	100.00		
12/02/2011	1	117395	UNITED PARCEL SERVICE	OPD-ED & TRAINING-EMPCO	16.85		
12/02/2011	1	117396	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-11/1/11-11/15/11	3,768.44		
12/02/2011	1	117397	WESTERN LIME CORPORATION	WTP-OPERATING-QUICKLIME-46.12/TONS	5,903.36		
12/15/2011	1	117398	STEPHEN CHAPKO II	MEDICAL REIMBURSEMENT	20.00		
12/15/2011	1	117399	CONSUMERS ENERGY	UTILITIES-NOV 2011-MULTIPLE LOCATIONS	35,006.74		
12/15/2011	1	117400	VOID		0.00	V	
			Void Reason: Created From Check Run Process				
12/15/2011	1	117401	VOID		0.00	V	
			Void Reason: Created From Check Run Process				
12/15/2011	1	117402	VOID		0.00	V	
			Void Reason: Created From Check Run Process				
12/15/2011	1	117403	DUNHAMS SPORTING GOODS	EMP DEDUCTIONS-RTRMNT GIFT-PAT SELLECK	100.00		
12/15/2011	1	117404	TODD FOLLEN	MEDICAL REIMBURSEMENT	20.00		
12/15/2011	1	117405	FRONTIER	UTLITIES-NOV 2011-MULTIPLE LINES	833.22		
12/15/2011	1	117406	AMBER FULLER	BRDS/COMMS-BOARD OF REVIEW MTG 12/13/11	50.00		
12/15/2011	1	117407	SALLYSUE GALE	BRDS/COMMS-BOARD OF REVIEW MTG 12/13/11	50.00		
12/15/2011	1	117408	BRADLEY E GROLL	MEDICAL REIMBURSEMENT	15.00		
12/15/2011	1	117409	THOMAS P HOLCOMB	MEDICAL REIMBURSEMENT	30.00		
12/15/2011	1	117410	HOME DEPOT	EMP DEDUCTIONS-RTRMNT GIFT-DAVE STEVENS	100.00		
12/15/2011	1	117411	HOME DEPOT	EMP DEDUCTIONS-RTRMNT GIFT-RON BAKER	100.00		
12/15/2011	1	117412	JERRY L JONES	BRDS/COMMS-BOARD OF REVIEW MTG 12/13/11	50.00		
12/15/2011	1	117413	TERRY KEMP	BRDS/COMMS-BOARD OF REVIEW MTG 12/13/11	50.00		
12/15/2011	1	117414	CHARLES B KINCAID II	MEDICAL REIMBURSEMENT	15.00		
12/15/2011	1	117415	DOUGLAS LEE MORRICE	MEDICAL REIMBURSEMENT	10.00		
12/15/2011	1	117416	MIKE SELLECK	BRDS/COMMS-BOARD OF REVIEW MTG 12/13/11	50.00		
12/15/2011	1	117417	GORDON R SETTLEMYRE	MEDICAL REIMBURSEMENT	80.00		
12/15/2011	1	117418	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 11/30/11	7,572.72		

01/04/2012

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Check Date	Ba	Check	Vendor Name	Description	Amount
12/15/2011	1	117419	SWIM LLC	UTILITIES-CONTRACTUAL-11/27-12/10/11-G.BURK	1,008.00
12/20/2011	1	43(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	EMP CONTRUBUTIONS-11/2011-POLICE COMMAND	5,240.27
12/22/2011	1	117420	123.NET	IT-CONTRACTUAL-NOVEMBER 2011-POSTINI SRV	32.00
12/22/2011	1	117421	ACCUMED BILLING INC	OFD-NOV 2011-AMB BILLING SRVS/STATE REPOR	3,460.24
12/22/2011	1	117422	AFLAC	EMPLOYEE DEDUCTIONS-AFLAC PREMIUM	1,111.42
12/22/2011	1	117423	MARK D AGNEW	PARKS-OPERATING-KIWANIS TRAIL SIGN	194.20
12/22/2011	1	117424	AIRGAS CARBONIC	WTP-OPERATING-CO2	1,942.50
12/22/2011	1	117425	ALFA LAVAL INC	WWTP-PARTS-CENTRIFUGE MOTOR PULLEY/BUSH	1,990.58
12/22/2011	1	117426	ANN ARBOR CREDIT BUREAU	RECOVERY BAD DEBT-NOV 2011-COLLECTION FEE	40.56
12/22/2011	1	117427	THE ARGUS PRESS	DDA/CLERK-NOV 2011-GLOW O ADS/LEGAL NOTICI	646.51
12/22/2011	1	117428	AUTOMATED BUSINESS EQUIPMENT	CH-EQUIP MTN/OPER SUPS-CHECK ENDORSER/SI	636.20
12/22/2011	1	117429	B S & A SOFTWARE	IT-BLDG DEPT.NET-EQUIP/ED & TRAINING	9,300.00
12/22/2011	1	117430	LORI BAILEY	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	40.00
12/22/2011	1	117431	BELL EQUIPMENT COMPANY	FLEET-EQUIP MTN/PARTS-VOLTAGE METER	157.29
12/22/2011	1	117432	BISBEE INFRARED SERVICES INC	WTP/WWTP-EQUIP MTN-INFRARED SURVEY	475.00
12/22/2011	1	117433	BLUMERICH COMMUNICATIONS SERVICE, I	OPD/PUB SAFETY-BLDG/EQUIP MTN-TOWER/CAR	440.00
12/22/2011	1	117434	BODMAN LLP	HR-CONTRACTUAL-NOV 2011-PETTIGREW ARBITR	61.25
12/22/2011	1	117435	BROWN & STEWART P C	DDA/OPD/ADMIN-PROF SRVS-11-1/12-12-11	9,836.52
12/22/2011	1	117436	C D W GOVERNMENT, INC.	IT-OPERATING-MS GSA OFFICE PRO PLUS 2010	1,392.16
12/22/2011	1	117437	CARQUEST AUTO PARTS STORE	FLEET-EQUIP MTN-PARTS	77.10
12/22/2011	1	117438	CENTRON DATA SERVICES, INC.	TREAS-CONTRACTUAL-WINTER TAX BILL PRINTING	1,644.92
12/22/2011	1	117439	CIRCUIT BREAKER SERVICE	WWTP-COL-RECONDITIONED BREAKERS	3,456.60
12/22/2011	1	117440	CITY OF OWOSSO	DDA/WATER-BLDG MTN/CONTRACTUAL-OCT/NOV	252.07
12/22/2011	1	117441	COLE-PARMER INSTRUMENT COMPANY	WTP/WWTP-OPERATING SUPPLIES/EQUIP MTN-PA	578.32
12/22/2011	1	117442	THOMAS B COOK	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	140.00
12/22/2011	1	117443	ROBERT W CRAIG	NOV 2011-CONTRACTUAL-COURIER SERVICES FO	175.50
12/22/2011	1	117444	D & D TRUCK & TRAILER PARTS	FLEET-PARTS/SUPPLIES	784.54
12/22/2011	1	117445	DAYSTARR COMMUNICATIONS	CH/DDA-PHONE FORWARDING SRV/DSL CONN FEE	431.78
12/22/2011	1	117446	DAYSTARR DEVELOPMENT LLC	REFUND-BOARD OF REVIEW ADJ-050-470-013-013-	1,145.42
12/22/2011	1	117447	DELTA DENTAL PLAN OF MICHIGAN	DEC 2011-DENTAL INSURANCE PREMIUM	4,783.70
12/22/2011	1	117448	DEMIS AND WENZLINK PC	DDA-REIMB-ADVERTISING-HARVEST MEDIA WORK	1,353.00
12/22/2011	1	117449	EDWARDS SIGN & SCREEN PRINTING, INC	PLANNING-OPERATING-MASTER PLAN MAPS	100.00

01/04/2012

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2011 - 12/31/2011

Check Date	Ba	Check	Vendor Name	Description	Amount
12/22/2011	1	117450	EMERGENCY VEHICLE SERVICES INC	OPD-OPERATING-WRENCHS	110.00
12/22/2011	1	117451	EMPCO INC	OPD-ED/TRAINING-POLICE SGT EXAM	100.00
12/22/2011	1	117452	EMPLOYEE BENEFIT CONCEPTS INC	HR-DEC 2011-MONTHLY FSA ADMIN FEE	100.00
12/22/2011	1	117453	ENVIRONMENTAL TESTING & CONSULTING	HOUSING-CONTRACTUAL-314 MICHIGAN AVE	425.00
12/22/2011	1	117454	MICHAEL J ERFOURTH	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	140.00
12/22/2011	1	117455	CHRISTOPHER EVELETH	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	140.00
12/22/2011	1	117456	FEDEX	WWTP-SHIPPING-LAB SAMPLES	110.14
12/22/2011	1	117457	JONI FORSTER	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	90.00
12/22/2011	1	117458	BURTON FOX	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	40.00
12/22/2011	1	117459	BENJAMIN FREDERICK	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	260.00
12/22/2011	1	117460	FRONTIER	UTILIITES-OCT-DEC 2011-TRAFFIC SIGNALS	314.97
12/22/2011	1	117461	FUOSS GRAVEL CO.	CLASS II SAND-50.56/TONS	584.56
12/22/2011	1	117462	GENESEE COUNTY ASSOCIATION OF FIRE	OFD-ED/TRAINING-FIRE FIGHTER ACADEMY-W SAI	925.00
12/22/2011	1	117463	GEOCORP INC	WTP-OPERATING SUPPLIES-CHART PAPER	146.24
12/22/2011	1	117464	GILBERT'S TRUE VALUE HARDWARE	DDA/WWTP/OPD/OFD/CH/ENG/ELEC-GLOW O SUPI	738.06
12/22/2011	1	117465	GOYETTE MECHANICAL	PUB SAFETY-BUILDING MTN-INSPECTION OF 11/22	1,094.00
12/22/2011	1	117466	GRAINGER, INC.	WWTP-EQUIP MTN-PARTS	688.56
12/22/2011	1	117467	HAWORTH, INC.	CITY HALL-OPERATING-TASK CHAIR	293.68
12/22/2011	1	117468	HYDROTEX INC	WWTP-EQUIP MTN-ACCULUBE	649.00
12/22/2011	1	117469	I E, INC.	LEAF/BRUSH-BUILDING MTN-GRIND BRUSH AT AIK	4,000.00
12/22/2011	1	117470	INDEPENDENT NEWSPAPERS	DDA-ADVERTISING-GLOW OWOSSO ADS	400.00
12/22/2011	1	117471	INDEPENDENT STATIONERS	ADMIN-OPERATING-APPT BOOKS FOR PARKS	36.96
12/22/2011	1	117472	INTERNATIONAL CITY/COUNTY MANAGEMEN	CM-MEMBERSHIP/DUES-1/1-12/31/12-D.CRAWFORC	828.00
12/22/2011	1	117473	J & B MEDICAL SUPPLY INC	OFD-SUPPLIES-AMBULANCE MEDICAL SUPPLIES	925.56
12/22/2011	1	117474	JCI JONES CHEMICALS, INC.	WTP/WWTP-OPERATING-SODIUM HYPOCHLORITE	3,529.25
12/22/2011	1	117475	KELLY'S REFUSE	DDA-CONTRACTUAL-NOV 2011-TRASH SERVICE FC	562.50
12/22/2011	1	117476	KEMIRA WATER SOLUTIONS INC	WWTP-OPERATING-FERRIC CHLORIDE	2,503.92
12/22/2011	1	117477	KENNEDY INDUSTRIES, INC.	WTP-COL EQUIPMENT-PUMPS W/CABLE (2)	3,785.00
12/22/2011	1	117478	LAMPHERE'S	CITY HALL-BUILDING MTN-SEATS	72.14
12/22/2011	1	117479	THOMAS LENNOX	DDA-MAINTENANCE-WORK DOWNTOWN	550.00
12/22/2011	1	117480	LOCKER ROOM AND TROPHY PLACE	DDA-SUPPLIES-GLOW OWOSSO AWARDS	133.42
12/22/2011	1	117481	LUDINGTON ELECTRIC, INC.	DDA/CH-MTN/BLDG MTN-WASHINGTON SQ RPR/FC	817.71

01/04/2012

CHECK REGISTER FOR CITY OF OWOSSO
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Check Date	Ba	Check	Vendor Name	Description	Amount
12/22/2011	1	117482	GARY MARTENIS	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	100.00
12/22/2011	1	117483	MAURER HEATING & COOLING, INC.	WWTP-BUILDING MTN-TROUBLESHOOT	200.00
12/22/2011	1	117484	MAURER'S TEXTILE RENTAL SERVICES, I	FLEET-UNIFORM RENTAL	47.70
12/22/2011	1	117485	MEMORIAL HOSPITAL	REFUND-BOARD OF REVIEW ADJ-050-900-330-007-	159.47
12/22/2011	1	117486	METLIFE	EMPLOYEE DEDUCTIONS-MET LIFE PAYMENT	26.84
12/22/2011	1	117487	MICHIGAN ASSOCIATION OF MAYORS	BRDS/COMM-ED/TRAINING-2012 MBRSHF-FREDER	85.00
12/22/2011	1	117488	MICHIGAN METER TECHNOLOGY GROUP INC	WATER-INVENTORY-METERS	5,784.00
12/22/2011	1	117489	MICHIGAN PIPE & VALVE, INC.	WATER-MAINS/HYDRANTS-TWP TIE OVER MTL	266.06
12/22/2011	1	117490	MICHIGAN STATE INDUSTRIES	OPD-UNIFORMS/CLEANING-NEW UNIFORMS	2,348.50
12/22/2011	1	117491	MICHIGAN WATER ENVIRONMENT ASSOCIAT	WATER-ED/TRAINING-FEB 7-8 2012-BUSH/GROLL/M	300.00
12/22/2011	1	117492	MILLIPORE CORPORATION	WTP-EQUIP MTN-REPAIR OF DEIONIZER	2,687.85
12/22/2011	1	117493	MISDU	EMPLOYEE DEDUCTIONS-GARNISHMENTS	1,303.57
12/22/2011	1	117494	MORTON SALT INC	INVENTORY-BULK ROCK SALT-294.69/TONS	16,028.19
12/22/2011	1	117495	MUNICIPAL WEB SERVICES	IT-CONTRACTUAL-OCT 2011-WEBSITE HOSTING	130.00
12/22/2011	1	117496	MUTUAL EYE CLAIM AUDITS	JAN 2012-VISION COVERAGE PREMIUM	521.35
12/22/2011	1	117497	MUZZAL GRAPHICS	2011-12 ANNUAL ENVELOPE/LETTERHEAD ORDER	1,982.50
12/22/2011	1	117498	NETARX	IT-NOV 2011-NETWORK ENGINEERING	7,616.00
12/22/2011	1	117499	NEXTEL COMMUNICATIONS	NOV 2011-CELLPHONES-SERVICE/EQUIPMENT CH	1,238.90
12/22/2011	1	117500	NORTH AMERICAN OVERHEAD DOOR INC	OFD-BUILDING MTN-OVERHEAD DOOR RPR 12/2/11	101.60
12/22/2011	1	117501	NORTHERN LAKE SERVICE, INC.	WWTP-MERCURY ANALYSES-MERCURY TESTING	96.00
12/22/2011	1	117502	OWOSSO BOLT & BRASS CO	WWTP-EQUIPMENT MTN-PARTS	235.90
12/22/2011	1	117503	OWOSSO CHARTER TOWNSHIP TREASURER	2011 WINTER TAXES-PALMER ST/DOWLING DR	49.25
12/22/2011	1	117504	OWOSSO CHARTER TWP TREAS &	2011 WINTER TAXES-OWOSSO DRAIN ASSESSMEN	1,403.94
12/22/2011	1	117505	OWOSSO COMMUNITY AIRPORT	TRANSFERS-AIRPORT APPROPRIATION 2ND 2011	3,489.00
12/22/2011	1	117506	OWOSSO-WATER FUND	PARKS/DDA-WATER/SEWER BILLS-UTILITIES-100 S	2,317.65
12/22/2011	1	117507	GARY L PALMER	BUILDING-CONTRACTUAL-DEC 2011-OFFICIAL SER	2,000.00
12/22/2011	1	117508	PITNEY BOWES GLOBAL FINANCIAL SERVI	ADMIN-EQUIP-MAILING MACHINE-FINAL PAYMENT	156.00
12/22/2011	1	117509	PITNEY BOWES INC	CITY HALL-OPERATING-INK FOR POSTAGE MACHII	126.48
12/22/2011	1	117510	POLICE OFFICERS LABOR COUNCIL	OPD-EMPLOYEE DEDUCTIONS-UNION DUES	678.75
12/22/2011	1	117511	POLYDYNE INC	WWTP-OPERATING-AF 4500 POLYMER	1,830.40
12/22/2011	1	117512	CINDY S POPOVITCH	BRDS/COMMS-COUNCIL SALARY-7/1-12/31/11	130.00
12/22/2011	1	117513	PRE-PAID LEGAL SERVICES INC	EMPLOYEE DEDUCTIONS-PRE-PAID LEGAL SERVIC	51.80

01/04/2012

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2011 - 12/31/2011

Check Date	Ba	Check	Vendor Name	Description	Amount
12/22/2011	1	117514	Q2A ASSOCIATES LLC	FIN-CONTRACTUAL-11/13-11/26/11-R.WILLIAMS	1,995.00
12/22/2011	1	117515	REHMANN ROBSON	ADMIN-CONTRACTUAL-AUDIT 6-30-11-PROGRESS I	19,000.00
12/22/2011	1	117516	REPUBLIC SERVICES #237	DECEMBER 2011-REFUSE SERVICE	331.46
12/22/2011	1	117517	RUTHY'S LAUNDRY CENTER	OPD/OFD-NOVEMBER 20110-DRY CLEANING	319.45
12/22/2011	1	117518	S L H METALS INC	WWTP-EQUIPMENT MTN-SHEET STEEL	82.09
12/22/2011	1	117519	JASON SCHMITZ	OPD-REIMBURSEMENT-FUEL ON 12/10/12	48.00
12/22/2011	1	117520	SECURITY ALARM CO INC	OFD-OPERATING-CARD ACCESS DOOR FABS (15)	83.25
12/22/2011	1	117521	SHIAWASSEE COUNTY FIRE INSTRUCTORS	OFD-ED/TRAINING-FF 1 & 2 ACADEMY (6)	4,500.00
12/22/2011	1	117522	SHIAWASSEE COUNTY MEDICAL GROUP	HR-CONTRACTUAL-POLICE RESERVE-PRE-EMP PI	214.00
12/22/2011	1	117523	SMITH JANITORIAL SUPPLY	OPD/CH/WWTP/WTP-SUPPLIES-HANDSOAP/SUPPL	898.88
12/22/2011	1	117524	SOUTHSIDE CAR WASH	OPD-NOVEMBER 2011-CAR WASHES	10.00
12/22/2011	1	117525	SPARROW OCCUPATIONAL HEALTH SERVICE	HR-CONTRACTUAL-NEW HIRE PHYS/DRUG SCREE	149.00
12/22/2011	1	117526	ST JOHNS ANSWERING SERVICE INC	JANUARY 2012-TELEPHONE ANSWERING SERVICE	60.00
12/22/2011	1	117527	STATE OF MICHIGAN	WWTP-2012 NPDES PERMIT FEE	5,500.00
12/22/2011	1	117528	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 12/15/11	5,571.88
12/22/2011	1	117529	SUNGARD PUBLIC SECTOR INC	OFD/OPD-CONTRACTUAL-MAINT AGR 1/1/12-12/31/	8,694.16
12/22/2011	1	117530	G. A. THOMPSON, CO., INC.	OPD-OPERATING SUPPLIES-PARKING TICKETS (50	1,199.00
12/22/2011	1	117531	USA BLUE BOOK	WWTP-SUPPLIES	547.19
12/22/2011	1	117532	WASTE MANAGEMENT OF MICHIGAN	DISPOSAL CHARGES-11/16/11-11/30/11	3,023.32
12/22/2011	1	117533	LORRIANE WECKWERT	DDA-REIMBURSEMENT-PLANTS DOWNTOWN	223.53
12/22/2011	1	117534	WELLER AUTO PARTS INC	FLEET-EQUIPMENT MTN-PARTS	720.00
12/22/2011	1	117535	WEST SHORE FIRE, INC.	OFD-TURN OUT GEAR PER BID/AIR PACK MTN	25,999.14
12/22/2011	1	117536	MERLE E WEST II	DEC 2011-CONTRACTUAL-PLUMBING/MECHANICAL	600.00
12/22/2011	1	117537	WESTERN LIME CORPORATION	WTP-OPERATING-QUICKLIME-47.06/TONS	6,023.68
12/22/2011	1	117538	WIN'S ELECTRICAL SUPPLY	DDA/PARKS-SUPPLIES-CONCESSION STAND/RETU	1,337.84
12/22/2011	1	117539	XEROX CORPORATION	COPIERS-EQUIP MTN-OCT/NOV/DEC 2011	1,157.45
12/22/2011	1	117540	ZOLL MEDICAL CORPORATION	OFD-SUPPLIES-ELECTRODES	459.15
1 TOTAL of 180 Non-Void Checks:					322,920.68
1 TOTAL of 3 Void Checks:					0.00
1 TOTAL - 183 Checks:					322,920.68

01/04/2012

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2011 - 12/31/2011

Check Date	Ba	Check	Vendor Name	Description	Amount
Bank 10 OWOSSO HISTORICAL FUND					
12/05/2011	10	4280	BREWER, PIPER	HISTORICAL-REIMB-BLDG MTN-LEAF RAKING GOU	100.00
12/05/2011	10	4281	CHARTER COMMUNICATIONS	HISTORICAL-CABLE/INTERNET-11/29-12/28-11-515 I	98.39
12/21/2011	10	4282	CONSUMERS ENERGY	HISTORICAL-UTILITIES-DEC 2011-515 N WASHIGT	386.41
12/21/2011	10	4283	HODGE GLASS SERVICE INC	HISTORICAL-BLDG MTN-LOCK CURWOOD CASTLE	45.00
12/21/2011	10	4284	ROSEMARY MAGLEY	HISTORICAL-BLDG MTN-NOV/DEC 2011-CLEANING	200.00
12/21/2011	10	4285	KENDRA NICHOLS	HISTORICAL-BLDG MTN-NOV 2011-SNOW REMOVA	25.00
10 TOTAL of 6 Non-Void Checks:					854.80
10 TOTAL of 0 Void Checks:					0.00
10 TOTAL - 6 Checks:					854.80
Bank 2 TRUST & AGENCY					
12/05/2011	2	6097	DOWNTOWN DEVELOPMENT AUTHORITY	2011 TAX REAL/PP COLLECTIONS	755.23
12/05/2011	2	6098	SHIAWASSEE AREA TRANSPORTATION AGEN	2011 TAX REAL/PP COLLECTIONS	197.14
12/05/2011	2	6099	SHIAWASSEE COUNTY TREASURER	2011 TAX TRAILER FEES-156 LOTS	390.00
12/05/2011	2	6100	SHIAWASSEE COUNTY TREASURER	2011 TAX REAL/PP COLLECTIONS	11,385.42
12/21/2011	2	6101	OWOSSO PUBLIC SCHOOLS	2011 TAX REAL/PP COLLECTIONS	223,736.08
12/21/2011	2	6102	SHIAWASSEE AREA TRANSPORTATION AGEN	2011 TAX REAL/PP COLLECTIONS	175.73
12/21/2011	2	6103	SHIAWASSEE COUNTY TREASURER	2011 TAX REAL/PP COLLECTIONS	74,715.52
12/21/2011	2	6104	SHIAWASSEE DISTRICT LIBRARY	2011 TAX REAL/PP COLLECTIONS	31,560.15
12/21/2011	2	6105	SHIAWASSEE REGIONAL EDUCATION SERVI	2011 TAX REAL/PP COLLECTIONS	102,418.34
2 TOTAL of 9 Non-Void Checks:					445,333.61
2 TOTAL of 0 Void Checks:					0.00
2 TOTAL - 9 Checks:					445,333.61
REPORT TOTALS:					
REPORT TOTAL of 195 Non-Void Checks:					769,109.09
REPORT TOTAL of 3 Void Checks:					0.00
REPORT TOTAL - 198 Checks:					769,109.09



MEMORANDUM

DATE: January 12, 2012
TO: OWOSSO CITY COUNCIL
FROM: Adam Zettel, AICP
RE: Vacant Property Registration Ordinance

City staff has met with a committee of community stakeholders to further investigate the vacant property registration ordinance during the 30 day moratorium period. The intent was to learn more from the public about how this ordinance is perceived, what the impact is anticipated to be, and what changes might need to be made to satisfy the intent of the ordinance and the needs of various stakeholders.

Most issues brought about by the committee, such as the intent and the cost of this ordinance, were generally addressed through explanation or are otherwise resolved. In short, we are primarily on the same page after this discussion. Some minor changes were made in the new draft for clarification and definition purposes. These include defining how long a non-foreclosed home can be vacant before it triggers registration (180 days), permitting mulch as a form of acceptable landscape material, and differentiating between an inspection and an examination. These are simple tweaks to the ordinance, but they still play a substantial role.

The stakeholder group did express and unify behind one other large concern. Many committee members were very concerned with the requirement for inspections before re-occupancy can occur. This is pretty much the crux of the issue. The group felt that this inspection could make homes nearly impossible to occupy and otherwise sell if all aspects of applicable codes were applied in the inspection and then required subsequent compliance. We do not disagree that this could be true and that such a high level of scrutiny is beyond the intent of the ordinance.

We expressed that the intent was to inspect for life-safety concerns and other hazards so that the buyer, potential occupants, and neighbors would be protected from the effects and costs of these issues. They stated that this was a justifiable intent and offered some inspection alternates that would still ensure the buyer was aware of what they were getting into without the real or perceived burden of unknown compliance mandates and costs.

Attached is the ordinance with different versions of this section (8-168) that have been offered to accomplish this. Some of these were drafted by staff and others by the stakeholder group. We can discuss these in more detail at the meeting. I anticipate a presence by the stakeholder group.

I have also attached an email from the group that further emphasizes some of their thoughts. In this statement, they note that they feel that the ordinance inspections should apply to blighted properties only. We understand this concern, but it is difficult to determine if there are hazards inside a structure, regardless of exterior condition, without some form of inspection. This may be a sticking point, but even if it is I think we are pretty close on this one.

Summarily, it is recommended that the ordinance be adopted in a modified state in the near future. The homes that we have been having problems with are not those generally cycled through the realtors that were in this stakeholder group but are those that are sold 'under the radar' on land contract or by other non-traditional means.

Our intent is not to burden or slow down sales of reasonable properties. However, we still need the *ability* to determine which properties have big issues, and we need to ensure buyers and occupants have this information as well. This ordinance should accomplish this with minimal impacts on most sales.

Adam H. Zettel

From: jeff.mcintyre.realtor@gmail.com on behalf of Shiawassee Association [saorbod@gmail.com]
Sent: Thursday, January 12, 2012 1:15 PM
To: Adam H. Zettel
Subject: Language and Respense

Hi Adam,

Once again, thank you for staying in communication with us so that we can continue to work on providing our professional insight to the details of this ordinance. In an e-mail from John Beilfuss, you have received the language that we feel provides the necessary ground work for a reasonable, fair, and enforceable ordinance.

For clarification of our stance on the two separate recommendations; we would like to officially support the following option that basically allows the buyer to provide an inspection report to acknowledge the buyer is aware of any and all existing conditions covered in the report. We feel this language is the least intrusive to the home buying public and would limit the objections to buying a home in the city of Owosso.

An abandoned and/or vacant residential structure registered under this ordinance shall not be re-occupied until a copy of a home inspection report by a Licensed Contractor or Professional Home Inspection company of the buyers choice, has been signed by the buyer and a copy delivered to the city.

However, we feel that neither one of these options are completely effective or reasonable unless they are to pertain **ONLY** to blighted properties. It has been stated several times during this process that the City's intent from the beginning was to limit the blight across the city. We couldn't agree or support that ideal more.

We feel that the ordinance as it is written includes homes that do not seem to be of any harm to the city. By section 8-168 pertaining to BLIGHTED homes only, the ordinance now encompasses the vacant or foreclosed homes that are contributing to the declining values of any neighborhood AND it covers homes that are currently occupied yet possess the health and safety concerns that you are trying to alleviate. The Vacant and Foreclosed Property Ordinance as it is written does not have language to cover those homes.

In summary, the Shiawassee Association of REALTORS, The Shiawassee Home Builders Association, and the lending community of this area strongly urge the City Council to amend the existing Vacant and Foreclosed Property Ordinance N0. 724 section 8-168 to the following to choices:

1) An abandoned and/or vacant residential structure registered under this ordinance shall not be re-occupied until a copy of a home inspection report by a Licensed Contractor or Professional Home Inspection company of the buyers choice, has been signed by the buyer and a copy delivered to the city.

OR

2) An abandoned and/or vacant residential structure registered under this ordinance shall not be re-occupied until a copy of a home inspection report by a licensed contractor, Professional Home Inspection company of the buyers choice, signed by the buyer has been delivered the city, all health and safety related violations have been corrected and certificate of occupancy has been issued by the city.

Further, we are in full support of choice #1 above and strongly urge that the ordinance require that this language from section 8-168 ONLY apply to blighted properties. We believe that this limits the objections from buyers of all vacant and foreclosed properties and in turn, will limit the damage done to the real estate market in the City of Owosso.

Thank you again to the City of Owosso staff for their continued cooperation and for letting us be a part of creating reasonable policy that effects the housing market with in the city limits.

--

Shiawassee Association of REALTORS®
217 N Washington Ste 102
Owosso, MI 48867
office: 989-723-4672
fax: 989-723-5959

ORDINANCE NO. ____

**AN ORDINANCE TO REQUIRE ABANDONED OR FORECLOSED PROPERTY
REGISTRATION AND MAINTENANCE**

AN ORDINANCE to amend Sections 08-160 through 08-176, naming a new Article VIII, *Registering Abandoned and Foreclosed Homes*, Chapter 8, Buildings and Building Regulations, to insure the health, safety and welfare of the residents of the city of Owosso, by preventing blight, protecting property values and neighborhood integrity, avoiding the creation and maintenance of nuisances and ensuring safe and sanitary maintenance of structures, and repealing all ordinances and/or resolutions in conflict therewith.

WHEREAS, the City of Owosso has been hit particularly hard by the recent recession; and

WHEREAS, the recession has lead to a large increase in foreclosed and abandoned homes in the City; and

WHEREAS, foreclosed and abandoned homes are many times subject to neglect bringing down property values and presenting a health and safety risk to the neighborhoods they are a part of; and

WHEREAS, the City needs a mechanism to track foreclosed and abandoned homes to prevent them from becoming nuisances.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Owosso, Michigan that all foreclosed and abandoned homes in the City of Owosso be registered in accordance with Article VIII, *Registering Abandoned and Foreclosed Homes*, of Chapter 8, Buildings and Building Regulations, as follows:

THE CITY OF OWOSSO ORDAINS:

SECTION 1. Secs 8-160 through 8-176 shall read as follows:

Sec. 8-160. Purpose.

It is the purpose and intent of the city of Owosso, through the adoption of this article, to establish an abandoned residential property registration program as a mechanism to protect residential neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

Sec. 8-161. Definitions.

For the purpose of this article, certain words and phrases are defined as follows:

Abandoned means a property that is vacant and is under a current complaint for foreclosure or notice of foreclosure and/or notice of trustee's sale, pending tax sale, and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

Accessible property means a property that is accessible through a compromised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Agreement means any agreement or written instrument which provides that title to residential property shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer, or exchange.

Assignment of rents means an instrument that transfers the beneficial interest under a mortgage from one lender/entity to another.

Beneficiary means a lender under a note secured by a mortgage.

Buyer means any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for property described in an agreement of sale, as defined in this section.

Dangerous building means any building/structure that is in violation of any condition referenced in chapter 8 of this Code.

Days means consecutive calendar days.

Deed in lieu of foreclosure/sale means a recorded document that transfers ownership of a property from the trustor to the holder of a mortgage upon consent of the beneficiary of the mortgage of a deed from mortgagor to mortgagee.

Default means the failure to fulfill a contractual obligation, monetary, or conditional.

Distressed means a property that is under a current notice of default and/or notice of trustee's sale and/or pending tax assessor's lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

Evidence of vacancy means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/nor mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

Foreclosure means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the trustor or mortgagor (borrower) defaults.

Local means within forty (40) road/driving miles distance of the subject property.

Mortgage means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan or by which a mortgagor grants mortgagee a lien on real estate.

Mortgagee means a lender that has taken a lien on real property to secure a loan.

Mortgagor means an owner of real property that has granted a lien on real property to secure a loan.

Neighborhood standard means those conditions that are present on a simple majority of properties within a three-hundred-foot radius of an individual property. A property that is the subject of a neighborhood standard comparison, and any other abandoned property within the three-hundred-foot radius, shall not be counted toward the simple majority.

Out-of-area means in excess of forty (40) road/driving miles distance of the subject property.

Owner means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property excluding governmental agencies.

Owner of record means the person having recorded title to the property.

Property means any unimproved or improved real property, or portion thereof, situated in the city and includes the buildings or structures located on the property regardless of condition.

Residential building means any improved real property, or portion thereof, situated in the city, designed, or permitted to be used for dwelling purposes, and shall include the buildings or structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as residential whether or not it is legally permitted and/or zoned for such use.

Secure or *secured* means such measures as may be directed by the city of Owosso building official or his or her designee that render the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining/padlocking of gates, and the repair or boarding of doors, broken windows and/or other openings. In the case of broken windows, securing means the reglazing or boarding of the window. Boarding shall be completed or required. In addition, secure or secured means closing and locking windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a person to access the interior of a property and/or structure(s).

Trustee means the person, firm, or corporation holding a mortgage on a property.

Trustor means a borrower under a mortgage, who deeds property to a trustee as security for the payment of a debt.

Vacant means a building/structure that is not legally occupied.

Sec. 8-162. Registration.

Any beneficiary/trustee or mortgagee, who holds a mortgage on a property located within the city, shall perform an examination, to the extent permitted by law or under the mortgage, of the property that is the security for the mortgage, upon default by the trustor or mortgagor, within five (5) days after either filing a complaint for foreclosure (if foreclosure is by judicial action) or publishing a notice of foreclosure (if foreclosure is by advertisement). If the property is found to be vacant or shows evidence of vacancy, it is, by this article, deemed abandoned and the beneficiary/trustee or mortgagee shall, within ten (10) days of the examination, register the property with the city of Owosso building official or his or her designee on forms provided by the city.

Deleted: inspection

Deleted: inspection

If the property is occupied but remains in default, it shall be examined, to the extent permitted by law and the mortgage, by the beneficiary/trustee or mortgagee, or his designee, monthly until (1) the trustor, mortgagor or other party remedies the default or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the trustee shall, within ten (10) days of that examination, register the property with the city of Owosso building official or his or her designee on forms provided by the city.

Deleted: inspected

Deleted: inspection

In either case the registration shall contain the name of the beneficiary/trustee or mortgagee (corporation or individual), the direct street/office mailing address of the beneficiary/trustee or mortgagee (no P.O. boxes), a direct contact name and phone number for the beneficiary/trustee or mortgagee and, in the case of a corporation or out-of-area beneficiary/trustee or mortgagee, the local property management company responsible for the security, maintenance, and marketing of the property. Registration fees will not be prorated.

An annual registration fee shall accompany the registration form. The fee and registration shall be valid for the calendar year, or remaining portion of the calendar year, in which the registration was initially required. Subsequent registrations and fees are due January 1 of each year and must be received no later than January 31 of the year due.

This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage or mortgagee involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. Such properties shall be registered with the city in accordance with the terms of this section upon transfer even if occupied at the time of transfer.

Properties subject to this article shall remain under the annual registration requirement, security, and maintenance standards of this section as long as they remain vacant.

A person, firm, or corporation that has registered a property under this article must report any change of information contained in the registration to the city of Owosso building official within ten (10) days of the change.

Sec. 8-163. Maintenance requirements.

Vacant and abandoned properties subject to this section shall be, in comparison to the neighborhood standard, kept free of weeds, dry bush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circular, flyers, notices, except those required by federal, state, or local law, discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

The property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

Visible front and side yards shall be landscaped and maintained to the neighborhood standard at the time registration was required. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Landscape does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, indoor-outdoor carpet or any similar material.

Deleted: mulch,

Maintenance includes but is not limited to regular watering, irrigation, cutting, pruning, and moving of required landscape and removal of all trimmings.

Pools and spas shall be either kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry or drained and covered. In either case properties with pools and/or spas must comply with the minimum security fencing requirements of the state of Michigan.

Adherence to this section does not relieve the beneficiary/trustee or property owner of any obligations set forth in any covenants, conditions, and restrictions and/or homeowners' association rules and regulations which may apply to the property.

Sec. 8-164. Security requirements.

Properties subject to this section shall be secured so as not to be accessible to unauthorized persons. If the property is owned by a corporation and/or out-of-area beneficiary/trustee/owner/mortgagee, a local property management company shall be contracted to perform weekly inspections to verify that the requirements of this section, and any other applicable laws, are being met.

The local property management company shall inspect the property on a weekly basis to determine if the property is in compliance with the requirements of this article.

Sec. 8-165. Additional authority.

In addition to the enforcement remedies established in this article or other chapters of the *Code of Ordinances*, the city of Owosso building official or his or her designee shall have the authority to require the beneficiary/trustee/owner/mortgagor/mortgagee and/or owner of record of any property affected by this section to implement additional maintenance and/or security measures including but not limited to securing any/all door, window, or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to arrest the decline of the property.

Sec. 8-166. Fees.

The fee for registering an abandoned residential property shall be set by resolution of the city of Owosso.

Sec. 8-167. Failure to secure and maintain.

If a property has not been maintained or secured, the city and/or its contracted agent may maintain and/or secure the property and assess costs to the owner, beneficiary or trustee.

Sec. 8-168. Re-occupancy.

A registered property may not be occupied until all outstanding costs, assessments and/or liens owed to the city have been paid in full.

* * *

This section offers multiple versions of one section and is not in ordinance format.

Version One (Original):

An abandoned and/or vacant residential structure shall not be occupied until a certificate of occupancy has been issued by the city, and all violations have been corrected in accordance with the applicable requirements of the *Michigan Building/Residential Code, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code, International Property Maintenance Code* and applicable provisions of the *City of Owosso Code of Ordinances*. All mechanical, electrical, plumbing, and structural systems shall be certified by a licensed contractor as being in good repair.

Version Two:

An abandoned and/or vacant residential structure shall not be occupied until the structure passes inspection by a licensed building inspector and is subsequently issued a certificate of occupancy by the city, and all violations have been corrected.

Version Three:

An abandoned and/or vacant residential structure shall not be occupied until the structure undergoes inspection by a licensed building inspector or certified home inspector and the inspection report is filed in the city building office and made available to the prospective occupant.

Version Four (preferred by stakeholder group):

An abandoned and/or vacant residential structure registered under this ordinance shall not be re-occupied until a copy of a home inspection report by a Licensed Contractor or Professional Home Inspection company of the buyers choice, has been signed by the buyer and a copy delivered to the city.

Version Five:

An abandoned and/or vacant residential structure registered under this ordinance shall not be re-occupied until a copy of a home inspection report by a licensed contractor or Professional Home Inspection company of the buyers choice, signed by the buyer has been delivered the city, all health and safety related violations have been corrected and certificate of occupancy has been issued by the city.

* * *

Sec. 8-169. Violation/abatement.

Violations of this article shall be treated as a strict liability offense regardless of intent. Violations of this article may be enforced as allowed in this chapter. Alternatively, at the sole discretion of the city, the city may issue to the beneficiary/trustee/owner/mortgagor/mortgagee and/or owner of record a notice to abate. The notice to abate shall include:

- (1) The nature and location of the violation;
- (2) The time within which the violation must be abated;
- (3) Notice that the city may act to abate the violation if it is not abated by the owner within a reasonable time stated in the notice, but which may not exceed fifteen (15) days;
- (4) Notice that the cost of such action by the city, plus an administrative fee, shall be a personal debt of the owner, which may be assessed as a lien against the property until paid; and
- (5) Notice that any refusal to allow the city to abate an uncorrected violation shall be a separate violation under this Code.

Sec. 8-170. Authorization for city abatement.

Upon failure of a beneficiary/trustee/owner/mortgagor/mortgagee and/or owner of record to abate a violation as ordered in a notice to abate, the city may abate the nuisance. This abatement may be performed by the city, by a contract vendor, or by other means determined by the city.

Sec. 8-171. Administrative fees.

The fees necessary for the administration of this article shall be established from time to time by resolution of the city council. Such administrative fees shall include the following:

- (1) Notice to abate;
- (2) Search warrant;
- (3) Contact request or warning of abatement action;
- (4) Warning letter;
- (5) Civil infraction preparation;
- (6) Additional inspections;
- (7) Vending;
- (8) Second and subsequent vending;
- (9) Vehicle removal;
- (10) Second and subsequent vehicle removal; and
- (11) Denied entry.

Sec. 8-172. Charge for costs.

When the city has abated a cited nuisance, the cost of abatement, plus any applicable administrative charges as established by city council resolution, shall be billed to the property owner or beneficiary/trustee/mortgagor/mortgagee. Such billing shall be a personal debt of the owner to the city, which may be assessed as a lien against the property, including interest thereon, until paid.

Sec. 8-173. Appeals.

Any person aggrieved by any of the requirements of this section may appeal to the Owosso Building Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, the requirements of this Code are adequately satisfied by other means, or the strict application of any requirement of this Code would cause an undue hardship.

Sec. 8-174. Owner, unoccupied premises.

If a property is not in foreclosure but is otherwise unoccupied for a period of more than 180 days, the owner shall comply with all of the following:

- (1) Maintain the property in accordance with section 8-163 herein and article VI of this chapter.
- (2) Register the property in accordance with section 8-162
- (3) Responsible for the fee identified pursuant to section 8-166 herein.
- (4) Keep the property secure in accordance with sections 8-164 and 8-165 herein.
- (5) Not permit re-occupancy until all outstanding costs, assessments and/or liens owed to the city are paid in full.
- (6) If the owner leases or lets the property, the owner shall comply with article VII of this chapter in addition to the requirements herein.
- (7) Inspect the property in accordance with section 8-168.

Sec. 8-175. Exempt properties.

Properties currently registered with the City as a rental dwelling unit in accordance with Section VII of this Chapter are exempt from the *City of Owosso Abandoned or Foreclosed Property Registration and Maintenance Ordinance*.

Sec. 8-176. Penalty.

Violation of this article is a civil infraction wherein a fine of up to five hundred dollars (\$500.00) may be assessed for each violation.

Section 2: Severability.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 3: Effective Date.

This ordinance shall take effect 20 days after passage.

Section 4: Inspection.

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.



MEMORANDUM

DATE: January 12, 2012
 TO: City Council
 FROM: City Manager
 RE: Regional Park and Recreation Entity

For the past year or more there has been discussion of whether we should create some sort of entity to provide park and recreational programs on a regional basis. Ideas that have been tossed about include something on a county wide basis down to something involving only Owosso and Corunna.

Similar discussions are going on state wide. Jurisdictions are looking at the financial benefits, the effective management of resources, the common heritage and the preservation of a sense of place. Nothing is going to happen unless some entity takes a leadership role in an attempt to facilitate something. We must decide whether to take such a role. Before making such a decision, I want to make a presentation on alternatives.

ACT	TITLE	GOVERNMENT UNITS	GOVERNING BODY
1905 -PA 157	Township Parks and Places of Recreation	Townships	Board of Commissioners
1913 -PA 90	Parks, Zoological Gardens and Airports	Counties	County Park Trustees
1917 -PA 156	Recreation and Playgrounds	Cities, Villages, Townships, Counties and School Districts	Recreation Board
1929 -PA 312	Metropolitan District Act	Cities, Villages, Townships, Counties and Parts Thereof	Charter Commission
1965 -PA 261	County and Regional Parks	County and Regional Parks	Counties Parks and Recreation Commission
1989 -PA 292	Metropolitan Councils Act	Cities, Counties, Villages and Townships	Metropolitan Area Council
Part 721 of 1994 -PA 451	Michigan Trailways	Counties, Cities, Villages, and Townships	Michigan Trailway Management Council

Table continued on next page...

ACT	TITLE	GOVERNMENT UNITS	GOVERNING BODY
1967 -PA 7	Urban Cooperation Act	Counties, Cities, Villages, and Townships	Recreation Board
2000 -PA 321	Recreational Authorities Act	Cities, Counties, Villages, Townships and Districts	Board of Directors

We then must decide whether to continue and how to do so. Can we develop something similar to the Brighton area, the Howell area or the Traverse City area? What is right for this area?

To: Owosso City Council
 From: Gary Palmer, Building Official
 Date: 01/04/2012
 Subject: Building Department Report for December, 2011

Category	Estimated Cost	Permit Fee	Number of Permits
Electrical	\$0	\$871.00	9
Fence - Commercial	\$400	\$20.00	1
Fence - Residential	\$1,000	\$20.00	1
Mechanical	\$0	\$1,575.00	13
Non-Res. Add/Alter/Repair	\$15,000	\$262.00	1
Non-Res. New	\$0	\$0.00	1
Plumbing	\$0	\$434.00	4
Res. Add/Alter/Repair	\$44,125	\$550.00	11
Res. Utility Building	\$3,000	\$54.00	1
Sign	\$0	\$95.00	3
Totals	\$63,525	\$3,881.00	45

2010 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	16
DECEMBER, 2010 TOTALS	\$275,258	\$9,080.50		59

MMS
 01/04/2012

Enforcements By Category

01/09/12

1 / 4

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1293	1028 N DEWEY ST	LETTER SENT	Resolved	12/09/11	12/27/11	N
Total Entries:				1		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1260	917 S PARK ST	LETTER SENT	Resolved	12/02/11	12/20/11	N
ENF 11-1272	1600 W SOUTH ST	LETTER SENT	Letter Sent	12/02/11		N
ENF 11-1277	626 LINGLE AV	REF TO PALMER	REF TO PALMER	12/05/11		N
ENF 11-1285	1011 N SAGINAW ST	LETTER SENT	Resolved	12/08/11	12/14/11	N
ENF 11-1286	1301 DEVONSHIRE CT	LETTER SENT	No Violation	12/08/11	12/09/11	N
ENF 11-1291	300 E NORTH ST	LETTER SENT	Resolved	12/08/11	12/12/11	APART
ENF 11-1295	1214 CORUNNA AV	REF TO PALMER	REF TO PALMER	12/15/11		Y
ENF 11-1296	1533 ALTA VISTA DR	LETTER SENT	Resolved	12/15/11	12/16/11	N
ENF 11-1297	607 FLETCHER ST	PERMIT ISSUED	Resolved	12/16/11	12/19/11	Y
ENF 11-1301	214 S CEDAR ST	LETTER SENT	Resolved	12/19/11	12/29/11	VAC
ENF 11-1308	701 HUNTINGTON DR	LETTER SENT	Resolved	12/22/11	12/27/11	N
Total Entries:				11		

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1309	415 E KING ST	LETTER SENT	Letter Sent	12/27/11		N
Total Entries:				1		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1261	917 S PARK ST	TICKET ISSUED	Resolved	12/02/11	12/27/11	N
ENF 11-1262	629 LINGLE AV	TICKET ISSUED	REF TO POLICE	12/02/11		N

Enforcements By Category

01/09/12

2 / 4

ENF 11-1263	1309 PEARCE ST	LETTER SENT	Resolved	12/02/11	12/16/11	N
ENF 11-1264	1309 CALVERT	LETTER SENT	Resolved	12/02/11	12/16/11	TRAILER
ENF 11-1265	1304 CHATHAM	LETTER SENT	Resolved	12/02/11	12/16/11	TRAILER
ENF 11-1266	1409 CHATHAM	LETTER SENT	Resolved	12/02/11	12/16/11	TRAILER
ENF 11-1267	1404 CALVERT	LETTER SENT	Resolved	12/02/11	12/16/11	TRAILER
ENF 11-1268	1322 ROSLYN	LETTER SENT	Resolved	12/02/11	12/16/11	TRAILER
ENF 11-1269	1402 MANSFIELD	LETTER SENT	Resolved	12/02/11	12/19/11	TRAILER
ENF 11-1270	816 ALGER AV	LETTER SENT	Resolved	12/02/11	12/21/11	Y
ENF 11-1271	1300 W SOUTH ST	LETTER SENT	Resolved	12/02/11	12/19/11	N
ENF 11-1273	1600 W SOUTH ST	LETTER SENT	Resolved	12/02/11	12/29/11	N
ENF 11-1274	917 S PARK ST	LETTER SENT	Resolved	12/02/11	12/14/11	N
ENF 11-1275	308 MORRIS ST	LETTER SENT	Resolved	12/05/11	12/21/11	Y
ENF 11-1276	724 CORUNNA AV	LETTER SENT	Resolved	12/05/11	12/14/11	Y
ENF 11-1278	905 S PARK ST	LETTER SENT	Resolved	12/05/11	12/21/11	N
ENF 11-1280	1422 DONALD ST	LETTER SENT	Resolved	12/05/11	12/19/11	N
ENF 11-1281	840 ALGER AV	LETTER SENT	Resolved	12/05/11	12/21/11	Y
ENF 11-1283	403 MICHIGAN AV	LETTER SENT	Resolved	12/07/11	12/22/11	Y
ENF 11-1284	426 E MASON ST	INSPECTION	Resolved	12/07/11	12/09/11	Y
ENF 11-1287	1305 PEARCE ST	LETTER SENT	Resolved	12/08/11	12/28/11	N
ENF 11-1289	906 S SAGINAW ST	REF TO POLICE	REF TO POLICE	12/08/11		N
ENF 11-1290	621 N SAGINAW ST	LETTER SENT	Resolved	12/09/11	12/27/11	N
ENF 11-1292	115 W KING ST	LETTER SENT	Resolved	12/09/11	12/27/11	Y
ENF 11-1298	1315 OLMSTEAD ST	LETTER SENT	Resolved	12/19/11	01/03/12	N
ENF 11-1299	539 N CHIPMAN ST	LETTER SENT	Resolved	12/19/11	12/20/11	N
ENF 11-1300	1300 JACKSON DR	LETTER SENT TO BANK	Letter Sent	12/19/11		REPO
ENF 11-1302	1609 W MAIN ST	INSPECTED	Resolved	12/19/11	12/19/11	N
ENF 11-1303	636 N PARK ST	LETTER SENT	Letter Sent	12/19/11		Y
ENF 11-1304	1620 W MAIN ST	NO VIOLATION	Closed	12/19/11		N

Enforcements By Category

01/09/12

3 / 4

ENF 11-1306	804 DIVISION ST	REF TO POLICE	REF TO POLICE	12/20/11		Y
ENF 11-1307	214 S CEDAR ST	LETTER SENT	Resolved	12/20/11	12/20/11	VAC
ENF 11-1310	123 N LANSING ST	LETTER SENT	REF TO POLICE	12/28/11		Y
ENF 11-1311	525 W STEWART ST	LETTER SENT	Letter Sent	12/28/11		N
ENF 11-1312	310 GREEN ST	LETTER SENT	Letter Sent	12/28/11		Y
ENF 11-1313	309 GREEN ST	LETTER SENT	Letter Sent	12/28/11		Y

Total Entries: 36

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1294	1427 W KING ST	LETTER SENT	Resolved	12/12/11	01/04/12	N

Total Entries: 1

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1259	748 WOODLAWN AV	INSPECTED	No Violation	12/01/11	12/02/11	N
ENF 11-1279	621 LINGLE AV	PARTIAL COMPLIANCE	REF TO POLICE	12/05/11		Y
ENF 11-1305	702 GRAND AV	LETTER SENT	Letter Sent	12/20/11		VAC

Total Entries: 3

SIGN VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1288	202 S CEDAR ST	SIGN REMOVED	Resolved	12/08/11	12/09/11	N

Total Entries: 1

ZONING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 11-1258	410 S WASHINGTON ST	LETTER SENT	Letter Sent	12/01/11		COMM

Total Entries: 1

Enforcements By Category

01/09/12

4 / 4

Total Records: 55

Enforcement.DateFiled in <Previous month> [12/01/11

Total Pages: 4



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

MEMORANDUM

DATE: January 6, 2012

TO: City Council

FROM: Michael Compeau
Director of Public Safety

RE: December Police Report

Attached are the statistics for the police department for December 2011. This report includes activity for the month of December and year end statistics. Also attached is a list of field contacts. Field contacts are incidents that the police are dispatched to that require no further follow up than the police officers initial response.

Two burning complaints were reported in December. One was found to be in violation of the city ordinance and was issued a citation.

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Field Contact By Reason Summary Report

Date Range: 12/01/2011 - 12/31/2011, Agency: OWPD

Reason for Contact	Count
911 Hang Up	16
Aban	2
False Alarm Commercial	10
False Alarm Residential	3
All Other Service Reports	14
Animal Complaints Other	24
Assist Ambulance	11
Assist To Other Dept	2
Assist Officer	1
Attempt To Locate	12
Barking Dog	2
Burning Ordinance	1
Civil Dispute	13
Code Enforcement - Owosso	18
Disturbance	4
Failed To Pay	1
Fight / No Assault	6
Found Property	4
Gun Permit/register	24
Harrassment	3
Investigate Vehicle	3
Lobby Walk-in	1
Loud Music	4
Loud Party	4
Motorist Assist	5
Open Door	4
Ordinance Violation	6
Parking Problem	38
Pawn Ticket	117
Peace Officer	13
Private Property Pda / Non Reportable	1
Prowler	2
Reckless Driver	1

Reason for Contact	Count
Road Hazard	6
Suspicious Person	16
Suspicious Situation	39
Suspicious Vehicle	14
Trouble With Kids	27
Trouble With Neighbor	8
Trouble With Subject	78
Trespassing	1
Trash Complaint	1
Phone Harassment	4
Unwanted Subject	9
Vacation Check On Home	2
Welfare Check	23
Wire Down	1
Work Traffic	95



Case Assignment/Clearance Report For December, 2011

Month, Year: 12, 2011

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
<i>PART I OFFENSES</i>					
ROBBERY	1	0	4	7	175 %
AGGRAVATED ASSAULT	3	2	41	46	112 %
BURGLARY	6	6	53	61	115 %
LARCENY	21	13	373	364	97 %
MOTOR VEHICLE THEFT	1	1	11	13	118 %
SIMPLE ASSAULT	7	3	116	109	93 %
ARSON	2	1	5	4	80 %
FORGERY & UTTERING	0	0	4	2	50 %
COUNTERFEITING	0	0	1	1	100 %
FRAUD	4	3	53	48	90 %
EMBEZZLEMENT	0	0	3	2	66 %
WEAPON CRIMES- CARRY, POSS,	1	1	11	14	127 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	6	10	44	48	109 %
NARCOTICS VOLIATIONS	2	2	56	75	133 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	1	4	400 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	7	7	100 %
SEX OFFENSES 2	6	10	44	48	109 %
PARENTAL KIDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	6	4	43	39	90 %
BURGLARY COMMERCIAL	2	1	17	16	94 %
RESISTING/OBSTRUCTING	0	0	7	7	100 %
<i>PART I OFFENSES</i>	68	57	894	915	102 %
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	0	0	13	13	100 %
NATURAL DEATH	2	2	14	13	92 %
RETAIL FRAUD	1	2	22	21	95 %
RUNAWAY	6	6	67	65	97 %
VIOLATION PPO/ COURT ORDER	0	0	9	8	88 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	5	6	120 %
TRAFFIC OFFENSES OTHER	3	1	36	29	80 %
CRIMINAL CASE OTHER	0	0	4	5	125 %
WARRANT ARREST	6	4	180	155	86 %
SUSPICIOUS CIRCUMSTANCES	6	5	37	37	100 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	5	4	87	78	89 %
DOMESTIC ASSAULT/SITUATION	19	13	206	197	95 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	5	4	144	163	113 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	3	4	133 %
TRESPASSING	4	4	19	18	94 %
DOA	0	0	4	4	100 %
ANIMAL COMPLAINTS	3	3	47	42	89 %
MISSING PERSON	1	0	12	9	75 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	0	0	0 %
TRAFFIC - HIT & RUN	6	6	62	60	96 %
FIRES - NOT ARSON	1	1	11	8	72 %
LOST PROPERTY	0	0	2	1	50 %
NON-CRIMINAL CASE	9	3	206	183	88 %
CRIMES AGAINST FAMILY &	4	5	35	36	102 %
DRIVING WHILE IMPAIRED	6	4	55	54	98 %
LIQUOR LAW VIOLATIONS	2	2	50	51	102 %
DISORDERLY CONDUCT	7	5	62	60	96 %
OTHER CRIMES	13	10	248	239	96 %
IMPOUND / TOW FOLLOW-UP	1	1	2	2	100 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	25	17	368	322	87 %
THREATS	0	0	3	3	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	1	1	100 %
DAMAGE TO PROPERTY	16	10	211	195	92 %
<i>PART II OFFENSES</i>	<i>151</i>	<i>112</i>	<i>2,225</i>	<i>2,082</i>	<i>93 %</i>
Grand Totals:	219	169	3,119	2,997	96 %

OPEN FIRES - CITATION ISSUED

December 2011

INCI_ID	DATE_REPT	STREET	STREET	STREET
201108846	12/19/2011 13:42:10	550	S	HARRISON AVE

OPEN FIRES - NO CITATION ISSUED

December 2011

CASE_ID	FCDATE	STREET	STREET	STREET
201108718	12/13/2011 13:31:00	1433	W HENRY	ST



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

MEMORANDUM

DATE: January 10, 2012

TO: City Council

FROM: Michael Compeau
Director of Public Safety

RE: December Fire Report

Attached is the December 2011 activity report for the fire department. The report includes a list of fire/EMS training, rental inspections, fire inspections, fire calls, ambulance calls and an informational summary of actual fires.

Owosso Fire Department Report

December 2011

Training:

EMS / Emergency Management: The Owosso Fire department participated in a disaster drill with Memorial Healthcare and Baker College. The drill was based on a flu epidemic hitting Shiawassee County and the hospitals ability to maintain services. During this drill The Hospital handle the patient overload by sending to an off site emergency clinic setup at Baker College.

Inspections:

Rental: 49 rental inspection and re-inspections were completed in December.

Fire: 1 Fire Inspection was completed during December.

Alarms:

Medicals: 170

Fire Alarms: 12 (see attachments)

Informational

Alarm 11-2220: 201 E Mason, The American Legion. At 09:44 hours on December 10, 2011 the Owosso Fire Department was called The American Legion Hall to investigate smoke coming from the building. On arrival firefighters found the building charged with heavy smoke and fire in the basement boiler room and club bar area. The fire was controlled at 10:30 hours

The fire caused extensive damage to the bar area and the boiler room. The cause was ruled accidental and is still under investigation as to the accidental cause. It is believed to be electrical in nature.

Alarm 11-2304: 809 W Main Street. On December 22, 2011 at 5:29 hrs the Owosso Fire Department responded to a car fire in the back of 809 W Main. On arrival they found two cars burning. At first it was believed that the second car fire was the result of being close to the first car. On investigation it was discovered that both cars had been set. Both cars had all 4 tires slashed and in the first car a message was scratched in the paint. Both car fires are being investigated by the Owosso Police Department and they have a person of interest.

Inspections – December 2011

12/1/2011	415 Pine Street Unit 1	10:00 AM	Chapko/Brewbaker
12/1/2011	415 Pine Street Unit 2	10:00 AM	Chapko/Brewbaker
12/2/2011	123 State Street Reinspection	8:00 AM	Hetfield/Kennedy
12/5/2011	406 E. Comstock Street Unit 3 2nd Reinspection	2:00 PM	Rescheduled for 12/29/11
12/5/2011	402 E. Comstock Unit 1	2:00 PM	Rescheduled for 12/29/11
12/5/2011	402 E. Comstock Unit 2	2:00 PM	Rescheduled for 12/29/11
12/5/2011	402 E. Comstock Unit 3	2:00 PM	Rescheduled for 12/29/11
12/6/2011	514 E. Exchange	11:00 AM	Hart/Bradley
12/6/2011	514 1/2 E. Exchange	11:00 AM	Bradley/Hawn
12/6/2011	512 E. Exchange	2:00 PM	Hart/Bradley
12/6/2011	512 1/2 E. Exchange	2:00 PM	Bradley/Hawn
12/7/2011	1217 W. Main Unit 1 Reinspection	9:00 AM	Rescheduled for 12/21/11
12/7/2011	1217 W. Main Unit 2 Reinspection	9:00 AM	Rescheduled for 12/21/11
12/7/2011	1217 W. Main Unit 4 Reinspection	9:00 AM	Rescheduled for 12/21/11
12/7/2011	908 S. Shiawassee Street Reinspection	2:00 PM	Settlemyre/Nowiski
12/8/2011	532 Pine Street Unit 1	10:00 AM	Rescheduled for 1/12/12
12/8/2011	532 Pine Street Unit 2	10:00 AM	Rescheduled for 1/12/12
12/8/2011	1603 Henry Street Reinspection	1:00 PM	Rescheduled for 12/9/11
12/9/2011	629 E. Main Unit 1 Reinspection	10:00 AM	Pearsall/Platner
12/9/2011	629 E. Main Unit 2 Reinspection	10:00 AM	Pearsall/Platner
12/9/2011	1603 Henry Street Reinspection	1:00 PM	No Show - Need to Reschedule
12/9/2011	715 Lynn Street Reinspection	3:00 PM	Pearsall/Platner
12/10/2011	553 Harrison Second Reinspection	12:00 Noon	Rescheduled for 1/7/12
12/12/2011	1603 Henry Street Reinspection	9:45 AM	Hart/Dye
12/13/2011	300 E. North Street Apt. 16	1:00 PM	Settlemyre/Bradley
12/13/2011	300 E. North Street Apt. 17	1:00 PM	Settlemyre/Bradley
12/13/2011	300 E. North Street Apt. 18	1:00 PM	Settlemyre/Bradley
12/13/2011	300 E. North Street Apt. 21	1:00 PM	Rescheduled for 12/27/11
12/13/2011	300 E. North Street Apt. 22	1:00 PM	Rescheduled for 12/27/11
12/13/2011	300 E. North Street Apt. 31	1:00 PM	Settlemyre/Bradley
12/13/2011	300 E. North Street Apt. 32	1:00 PM	Settlemyre/Bradley
12/14/2011	800 East Main	1:00 PM	Follen/Dye
12/14/2011	704 E. Mason Street	4:00 PM	Settlemyre/Dye
12/15/2011	512 E. Exchange Reinspection	11:00 AM	Hawn/Chapko
12/15/2011	512 1/2 E. Exchange Reinspection	11:00 AM	Hawn/Chapko
12/15/2011	514 E. Exchange Reinspection	11:00 AM	Hawn/Chapko
12/15/2011	514 1/2 E. Exchange Reinspection	11:00 AM	Hawn/Chapko
12/16/2011	212 S. Howell Street	5:00 PM	Rescheduled for 12/19/11 at 4:00 PM
12/16/2011	816 W. Stewart Street Reinspection	5:00 PM	Pearsall/Matthies
12/17/2011	848 Alger Reinspection	12:00 Noon	Hawn/Malott
12/17/2011	622 N. Hickory Reinspection	1:00 PM	Hawn/Malott
12/19/2011	805 S. Park Unit 1	10:00 AM	Brebaker/Hart
12/19/2011	805 S. Park Unit 2	10:00 AM	Brewbaker/Hart
12/19/2011	1003 S. Chipman Street	4:00 PM	Hart/Brewbaker
12/19/2011	212 S. Howell Street	4:00 PM	Chief Bradley
12/20/2011	300 E. North Street Apt. 23	1:00 PM	Hetfield/Mckay
12/20/2011	300 E. North Street Apt. 22	1:00 PM	Hetfield/Mckay
12/20/2011	300 E. North Street Apt. 33	1:00 PM	Hetfield/Mckay
12/20/2011	300 E. North Street Apt. 34	1:00 PM	Hetfield/Mckay
12/20/2011	300 E. North Street Apt. 21	1:00 PM	Hetfield/Mckay
12/20/2011	300 E. North Street Apt. 24	1:00 PM	Rescheduled for 12/27/11
12/20/2011	300 E. North Street Apt. 25	1:00 PM	Rescheduled for 12/27/11

12/20/2011	300 E. North Street Apt. 26	1:00 PM	Rescheduled for 12/27/11
12/20/2011	300 E. North Street Apt. 27	1:00 PM	Rescheduled for 12/27/11
12/21/2011	1217 W. Main Unit 1 Reinspection	9:00 AM	Dye/Hart
12/21/2011	1217 W. Main Unit 2 Reinspection	9:00 AM	Dye/Hart
12/21/2011	1217 W. Main Unit 4 Reinspection	9:00 AM	Dye/Hart
12/21/2011	1105 Palmer Avenue Reinspection	1:00 PM	Hart/Settlemyre
12/22/2011	1217 N. Water	2:00 PM	Hawn/Chapko
12/27/2011	300 E. North Street Apt. 21	1:00 PM	Done on 12/20/11
12/27/2011	300 E. North Street Apt. 22	1:00 PM	Done on 12/20/11
12/27/2011	300 E. North Street Apt. 28	1:00 PM	Pearsall/Matthies
12/27/2011	300 E. North Street Apt. 31	1:00 PM	Done on 12/13
12/27/2011	300 E. North Street Apt. 32	1:00 PM	Done on 12/13
12/27/2011	300 E. North Street Apt. 33	1:00 PM	Done on 12/20/11
12/27/2011	300 E. North Street Apt. 34	1:00 PM	Done on 12/20/11
12/27/2011	300 E. North Street Apt. 24	1:00 PM	Done on 12/20/11
12/27/2011	300 E. North Street Apt. 25	1:00 PM	Pearsall/Matthies
12/27/2011	300 E. North Street Apt. 26	1:00 PM	Pearsall/Matthies
12/27/2011	300 E. North Street Apt. 27	1:00 PM	Pearsall/Matthies
12/29/2011	406 E. Comstock Street Unit 3 2nd Reinspection	1:00 PM	Pearsall/Matthies
12/29/2011	402 E. Comstock Unit 1	2:00 PM	Hetfield/Kennedy
12/29/2011	402 E. Comstock Unit 2	2:00 PM	Hetfield/Kennedy
12/29/2011	402 E. Comstock Unit 3	2:00 PM	Hetfield/Kennedy

OWOSSO FIRE DEPARTMENT, OWOSSO, MICHIGAN 48867

Incident History

12/01/2011 through 12/31/2011

Printed: 01/09/2012

Inc. No.-Exp.	Alarm Date	Alarm Time	Clear Time	Shift/ Platoon Location	Incident Type
0002176-000	12/01/2011	17:31	17:50	A 301 W MAIN ST	622 No incident found on arrival at dispatch address
0002203-000	12/05/2011	04:38	04:59	C 770 S CHESTNUT ST	440 Electrical wiring/equipment problem, other
0002217-000	12/09/2011	16:51	17:03	B 219 N BALL ST, 5	700 False alarm or false call, other
0002220-000	12/10/2011	09:44	15:02	A 201 E MASON ST	111 Building fire
0002224-000	12/10/2011	23:32	00:27	A 1418 MANSFIELD ST	220 Overpressure rupture from air or gas, other
0002228-000	12/11/2011	13:05	13:35	B 514 N PARK ST	700 False alarm or false call, other
0002244-000	12/13/2011	19:19	20:19	C 600 ALGER AVE	412 Gas leak (natural gas or LPG)
0002257-000	12/15/2011	21:01	21:35	C 626 S lingle AVE	440 Electrical wiring/equipment problem, other
0002267-000	12/16/2011	17:00	18:00	B 826 W KING ST, ER-10	357 Extrication of victim(s) from machinery
0002286-000	12/19/2011	08:59	09:12	A 950 CORUNNA AVE	411 Gasoline or other flammable liquid spill
0002304-000	12/22/2011	05:29	06:26	A Rear of 809 W MAIN ST	131 Passenger vehicle fire
0002353-000	12/22/2011	11:58	16:45	C 116 CHURCH RD	413 Oil or other combustible liquid spill

OWOSSO FIRE DEPARTMENT, OWOSSO, MICHIGAN 48867

Site Inspection History

Last Inspection Done

Printed: 01/09/2012

Business Name: SUNNYSIDE FLORIST

Phone:

**Site Address: 123 E COMSTOCK ST
OWOSSO MI 48667**

On-Site Contact: CEO PATTY WING

P.F. Survey No.: 55

Type of Site: MERCANTILE

Property Use: 549 Specialty shop

Date	Status	Person/Team	Period
12/27/2011	OPERATING	MICHAEL BRADLEY	YEARLY

Comment:

LIMIT USE OF EXTENSION CORD FOR DISPLAYS AND WORK AREAS

CHANGE EXTENSION CORD FOR WORK STATION TO A PERMANENT WIRING

INSTALL A GFI PLUG AT KITCHEN SINK, 36 INCHES WITHIN OF A WATER SOURCE

LABEL DOOR TO ELECTRICAL PANEL AND GAS METER

ADDRESS "123" ON SIDE DOOR 4" CONTRASTING COLOR

REMOVE 20LB PROPANE TANK FROM BUILDING (GARAGE)

***** The next inspection for this site is 12/27/2012. *****

OWOSSO FIRE DEPARTMENT, OWOSSO, MICHIGAN 48867

Sites With

Inspections Done

from 12/01/2011 through 12/31/2011

Printed: 01/09/2012

Business Name: SUNNYSIDE FLORIST

Phone:

Site Address: 123 E COMSTOCK ST
OWOSSO MI 48667

On-Site Contact: CEO PATTY WING

P.F. Survey No.: 55

Type of Site: MERCANTILE

Property Use: 549 Specialty shop

Insp. Date: 12/27/2011

Status: OPERATING

Next Insp.: 12/27/2012

Person/Team: MICHAEL BRADLEY

Period: YEARLY

Comment:

LIMIT USE OF EXTENSION CORD FOR DISPLAYS AND WORK AREAS

CHANGE EXTENSION CORD FOR WORK STATION TO A PERMANENT WIRING

INSTALL A GFI PLUG AT KITCHEN SINK, 36 INCHES WITHIN OF A WATER SOURCE

LABEL DOOR TO ELECTRICAL PANEL AND GAS METER

ADDRESS "123" ON SIDE DOOR 4" CONTRASTING COLOR

REMOVE 20LB PROPANE TANK FROM BUILDING (GARAGE)

Business Name: GREG & LOU'S RESTAURANT

Phone: (989) 725-9601

Site Address: 1460 N SHIAWASSEE
OWOSSO MI 48667

On-Site Contact: CEO/OWNER GREIG KANAN

P.F. Survey No.: 188

Type of Site: ASSEMBLY

Property Use: 161 Restaurant or cafeteria

Insp. Date: 12/28/2011

Status: OPERATING

Next Insp.: 02/28/2012

Person/Team: FIRE SAFETY CONTRACR

Period: FIRE EXTINGUSHING SY

Comment:

INSPECTION OF SYSTEM BY CLARK , PASSED REPORT ON FILE

**REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET
Council Chambers, City Hall
January 4, 2012 – 7:30 am.**

Meeting was called to order at 7:35 a.m. by Chairperson John Hankerd.
Roll Call was taken by Recording Secretary Marty Stinson.

MEMBERS PRESENT: Chairperson John Hankerd; Vice-chairperson Barb Bucsi; Treasurer James Demis; Secretary Alaina Kraus; Authority Members Dave Acton (arrived 7:38 am), Ben Frederick, and Lance Omer.

MEMBERS ABSENT: Authority Members Bill Gilbert, and Deb Johnson.

OTHERS PRESENT: Adam Zettel, Assistant City Manager and Director of Community Development.

AGENDA:

**MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE AGENDA FOR JANUARY 4, 2012.
YEAS ALL. MOTION CARRIED.**

MINUTES:

**MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES OF THE REGULAR MEETING OF DECEMBER 7, 2011.
YEAS ALL. MOTION CARRIED.**

COMMUNICATIONS:

- 1) Staff memorandum
- 2) Meeting minutes of December 7, 2011
- 3) December check register
- 4) December budget report

PUBLIC / BOARD / STAFF COMMENTS: None

COMMITTEE UPDATES:

1. ORGANIZATION

Board Member Kraus noted there was not a meeting in December, but did speak about the Year of the Volunteer.

Board Member Acton arrived at 7:38 am.

2. PROMOTIONS

Chairman Hankerd reported that there was not meeting in December but there was some discussion by e-mail about the First Fridays. They will be starting in February or March.

3. ECONOMIC RESTRUCTURING

Authority Member Acton stated they had a meeting about work plans. The Block Captains are in place and will be working on data capture for the Downtown Diva program. They would like to create a more user friendly version of the Downtown Diva. Then they will take a look at the baseline and see what other businesses would fit in the downtown and then invite them to be added. Brad Kirkland has been added to this committee.

4. DESIGN

Authority Member Acton stated they worked primarily on the wayfinding system. He went to the council and received support from them. At this point the DDA /OMS can pay for the design. They brought in some fabricators – Edwards Signs and Woodard's to add their expertise in planning the designs.

The Splash Pad subcommittee has resumed meeting. They can get very reasonably priced 16 head pads for as low as \$5,000. Discussion followed about adding one to the Fountain Park and another at Bentley Park. The board was enthused about these ideas. This was something that can grow over time.

Mr. Acton continued with comments about the powder coating of the fountain wearing off. It was decided by Arthur John, the manufacturer and others he consulted with that the sand from the bottom of the fountain was chipping it away. The sand wasn't good for the water pump either. In the spring they will put rocks at the bottom instead.

ITEMS OF BUSINESS:

1. Check Register

**MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER BUCSI TO APPROVE THE DECEMBER, 2011 CHECK REGISTER AS PRESENTED.
YEAS ALL. MOTION CARRIED.**

2. DDA/OMS Finances – Credit Card

Treasurer Demis reviewed the financial report. He also commented on a credit card for the DDA/OMS. He asked, does Main Street want a credit card. He recommends that we get one and then recommended that the board delay that until the new director was on board. Then he or she can be in control of it. PA 266 from 1995 describes how this is to be handled. He will get a copy of it for the board members. They will have to determine what circumstances it can be used for.

PUBLIC / BOARD COMMENTS:

Chairman Hankerd asked when does budget time begin. Adam Zettel, Assistant City Manager and Director of Community Development stated that it had to be approved in April. February or March we should be working on it. There may be a special meeting in March. Treasurer Demis said we need a copy of the audit to start the preparations.

Mr. Zettel asked if there was any cost associated with the powder coating for the fountain. Mr. Acton didn't know – they were still talking about it. Mr. Zettel would like a second opinion. He stated the powder coating is used on cars and he didn't think the sand should have damaged it that much – maybe there was a defect.

Chairman Hankerd noted that the offer for a new director for the DDA/OMS was turned down. Now they are checking references on another person. He also interviewed two interns from Baker College. One will be starting next week for three days a week.

Vice-chairperson Barb Bucsi was sent another bill on the ornaments. Chairman Hankerd asked, wasn't the Kiwanis going to pay for half? Ms. Bucsi replied they gave us a check at one point.

Board Member Frederick thanked Mr. Acton for his and the way finding committee's work. How do vendors apply to be on the bidders list? Mr. Acton said they need to contact him. Mr. Frederick said the Council liked the design and needed a discussion about financing between the Council, DDA/OMS, and the Historical Commission.

Mr. Acton said that the DDA/OMS had enough money with this year's budget to pay for the design and six signs. We have \$20,000. \$7,500 will be for the design, and \$12,500 will be for the boundaries of Owosso Main Street six signs.

Board Member Kraus will not be at the next DDA/OMS meeting.

ADJOURNMENT:

**MOTION BY AUTHORITY MEMBER BUCSI, SUPPORTED BY AUTHORITY MEMBER KRAUS TO ADJOURN THE MEETING AT 8:07 A.M.
YEAS ALL. MOTION CARRIED**

Alaina Kraus, Secretary

DRAFT

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Council Chambers, City Hall
January 9, 2012 – 7 pm**

Meeting was called to order at 7:00 p.m. by Chairman William Wascher.

The Pledge of Allegiance was recited by all in attendance.

Roll Call was taken by Recording Secretary Marty Stinson.

MEMBERS PRESENT: Chairman William Wascher, Vice-Chairman Francis Livingston, Secretary Melvin Renfrow, Commissioners David Bandkau, Terri Brown, Cindy Popovitch, Brent Smith, and Thomas Taylor.

MEMBERS ABSENT: Vacancy.

OTHERS PRESENT: Adam Zettel, Assistant City Manager and Director of Community Development; Sarah Warren-Riley, Housing Program Manager; Christopher Eveleth, Councilmember and Zoning Board of Appeals Member; Ted Hornus, Tri-Mer.

AGENDA APPROVAL:

MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE AGENDA FOR JANUARY 9, 2012 AS PRESENTED WITH THE ADDITION OF BUSINESS ITEM # 3, APPOINT A REPRESENTATIVE FROM THE PLANNING COMMISSION FOR THE ZONING BOARD OF APPEALS.

YEAS ALL. MOTION CARRIED.

MINUTES APPROVAL:

MOTION BY COMMISSIONER BROWN, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES OF THE MEETING OF DECEMBER 12, 2011.

YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. PC minutes from December 12, 2011
3. Housing conformance ordinance draft
4. Small wind energy ordinance draft
5. Housing focus group recommendations
6. Survey Update (attached)
7. Tri-Mer site plan (attached)

COMMISSIONER/PUBLIC COMMENTS: None

PUBLIC HEARING:

1. HOUSING CONFORMANCE ORDINANCE.

Mr. Adam Zettel, Assistant City Manager and Director of Community Development, stated this was a simple change in the ordinance. Occasionally there is difficulty in securing home improvement loans in non-residential areas. This previously had to go before the Zoning Board of Appeals at the time of the loss. The current ordinance doesn't allow for home improvement loans or replacements. Properties could be rezoned or we can put this revision into force. The staff strongly recommends adopting this ordinance. The only downside to this ordinance is that a property could continue to be used residentially for 100 years in an area where the city might wish another use.

Chairman Wascher opened the public hearing at 7:07 p.m. Hearing no comments, he closed the public hearing at 7:08 p.m.

Commissioner Livingston had a house in this situation and he had a lot of red tape to go through.

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER BROWN THAT THE OWOSSO PLANNING COMMISSION HEREBY RECOMMENDS APPROVAL OF THE HOUSING CONFORMANCE ORDINANCE TO THE CITY COUNCIL AS FOLLOWS:

AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO PERMIT THE CONTINUANCE OF RESIDENTIAL USES IN NON-RESIDENTIAL ZONES

Whereas, the city council of the city of Owosso realizes that there are numerous housing structures existing in non-residential zones in the city that are still viable.

Whereas, these residential uses may not be able to be placed to a higher and better use due to the condition of the economy;

Whereas, these home owners are finding it very difficult to secure lending for improvements and for purchase due to the non-conformance of the existing use;

Whereas, rezoning all such parcels would be very impractical and problematic.

Therefore, Be It Resolved, that the following amendments to Chapter 38, Zoning Code of the City of Owosso.

Section 1. That Chapter 38, Zoning Code of the City of Owosso Sections 38-172, 38-197, 38-216, 38-242, 38-267, 38-291 Principal uses permitted be amended by adding in the appropriate place:

Residential structures existing as of January 1, 2012.

Section 2. This amendment shall become effective 20 days after passage.

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

(COMMISSIONER POPOVITCH ABSTAINED FROM VOTING AS SHE HAS POTENTIAL FAMILY MEMBERS INVOLVED WITH THIS TOPIC.)

YEAS ALL. MOTION CARRIED.

2. SMALL WIND ENERGY ORDINANCE DRAFT

Mr. Zettel stated there were some changes in this draft since the last meeting. (1) It has some conflict resolution wording added, (2) there is wording to quantify noise and flicker allowances, and (3) freestanding wind turbines are to meet setbacks. This is a performance based ordinance. The turbines are to be neutral colors, no advertising, and it encourages green technologies.

The public hearing opened at 7:13 p.m.

Mr. Chris Eveleth, councilmember and member of the Zoning Board of Appeals approached the podium. He stated that about two and half years ago, this topic arose from an issue with Tial Products. We didn't have anything in the ordinances at the time they requested a wind turbine installed on their property at 450 S. Shiawassee St. They needed (1) an interpretation (2) a variance for the front yard (3) a variance for the decibel and (4) a variance for the setback. Mr. Eveleth spoke with the city manager to set a

process rather than going through variances in the future. He favored the ordinance and wants to see it at council.

The public hearing ended at 7:15 p.m.

Commissioner Popovitch commented on the fund deposits for studies. Mr. Zettel stated they would be around \$100. The person in possession of the turbine is responsible if there is a problem or the complainant is, if there is no problem.

Commissioner Brown asked if a homeowner sells and leaves the wind turbine and the new owner doesn't want it, does the previous owner dispose of it. What if it sets abandoned? Mr. Zettel commented that a vacant property is different from abandoned. The turbines must have regular maintenance. There is wording in the ordinance regarding abandonment and the action that can be taken under the circumstances.

Chairman Wascher said page 3, "L" also answers this if it's out of service six months or more.

MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER LIVINGSTON THAT THE OWOSSO PLANNING COMMISSION HEREBY RECOMMENDS APPROVAL OF THE SMALL TURBINE WIND ENERGY ORDINANCE TO THE CITY COUNCIL, AS ATTACHED.

AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO REGULATE WIND ENERGY CONVERSION SYSTEMS

Whereas, the city council of the city of Owosso realizes the benefits of wind energy turbines for the entire community that includes:

- **Reduced pressure on the local electrical grid**
- **Increased security that can provide back-up power to essential and public services**
- **Increased local energy independence**
- **Enhanced reliability and power quality of the electrical grid**
- **Diversified energy supply portfolio**
- **Reduced pollutants**
- **Increased market competition**
- **Reduced utility costs**

Whereas, Owosso has sufficient wind energy to support a variety of small and potentially medium sized wind energy conversion systems;

Whereas, the city council wants to establish procedures and standards to ensure that location and function of wind energy conversion systems including generation, transmission, and potential distribution are compatible with the protection of the public health, safety and welfare;

Therefore, Be It Resolved, that the following amendments to Chapter 38, Zoning Code of the City of Owosso.

Section 1. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-5 Definitions be amended by adding in the appropriate place:

Small Tower-Mounted Wind Energy System (STWES) is a tower-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. The SWES is an accessory building that does not exceed 50 kilowatts or 120 feet.

Small Structure-Mounted Wind Energy System (SSWES) is a structure-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. This structure an accessory building that is permanently affixed to a structure's roof, walls, or other elevated surface. The SSWES does not exceed 10 kilowatts or 15 in height as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances.

Small Wind Energy System (SWES) represent all SSWES and STWES systems.

Shadow Flicker is the moving shadow, created by the sun or other permanent light source shining through the rotating blades of a wind energy system (WES). The amount or degree of shadow flicker is calculated and quantified by computer models.

Section 2. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379 (2) Accessory buildings be amended to read as follows:

Accessory buildings, except as otherwise permitted in this chapter, shall be subject to the following regulations:

(2) Accessory buildings shall not be located in any required yard, except a rear yard.

Section 3. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379 (7) Accessory buildings be amended to read as follows:

(7) On residential lots of less than seventeen thousand five hundred (17,500) square feet, only two (2) accessory buildings shall be permitted. On residential lots seventeen thousand five hundred (17,500) square feet or greater, only three (3) accessory buildings shall be permitted. These limits shall not apply to wind energy systems, satellite dishes, or dog pens.

Section 4. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-379 Accessory buildings be amended by adding (10) as follows:

(10) A small wind energy system shall be an accessory building in all zoning districts subject to the following requirements:

a. Setbacks and location, as measured from the furthest outward extension of all moving parts.

1. A STWES shall be set back a distance equal to its total height plus an additional five feet from any occupied building, street or highway right-of-way; any overhead utility lines; all property lines; and any existing guy wire, anchor or small wind energy tower on the property.

2. A SSWES shall be a minimum of fifteen (15) feet from the property line, public right-of-way, public easement, or overhead utility lines if mounted directly on a roof or other elevated surface of a structure.

3. A SSWES shall not be affixed to the roof or wall of a structure facing a street.

4. A STWES shall not be located in any front yard except for properties zoned and used for industrial purposes.

5. The lowest extension of any blade or other exposed moving component of a WES shall be a least fifteen (15) feet above the ground as well as any outdoor surface intended for human use.

6. Setbacks may be reduced to not less than twenty (20) feet if the applicant provides a registered engineer's certification that the WES is designed to collapse within a zone

smaller than the height of the tower, yet still remain within the owner's property or the applicant acquires an easement to meet the required setback distance.

- b. **Access.**
 - 1. All ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
 - 2. The tower shall be designed and installed so as to not provide step bolts or a ladder readily accessible to the public for a minimum height of 8 feet above the ground.
- c. **Electrical wires.** All electrical wires associated with a small wind energy system, other than wires necessary to connect the wind generator to the wind tower wiring, the wind tower wiring to the disconnect junction box, and the grounding wires shall be located underground.
- c. **Lighting.** A wind tower and generator shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration (FAA). Lighting of other parts of the small wind energy systems, such as appurtenant structures, shall be limited to that required for safety purposes, and shall be reasonably shielded from abutting properties.
- e. **Appearance, color, and finish.** The wind generator and wind tower shall remain painted or finished the color or finish that was originally applied by the manufacturer.
- f. **Signs.** All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, wind tower, building, or other structure associated with a small wind energy system visible from any public road shall be prohibited.
- g. **Code compliance.** A small wind energy system including wind tower shall comply with all applicable construction and electrical codes.
- h. **Utility notification and interconnection.** Small wind energy systems that connect to the electric utility shall comply with the Public Service Commission regulations.
- i. **Small wind energy systems may be attached to any building, including guy wires, provided the city approves the submittal of documentation sealed by an engineer licensed by the state of Michigan showing the proposed connection of the system to the structure and whether any additional reinforcing is required. The city may not be found liable for damage caused by noise or vibration created by the system.**
- j. **Meteorological towers shall be permitted under the same standards, permit requirements, restoration requirements, and permit procedures as a small wind energy system.**
- k. **Each property is eligible for two small wind energy systems only, except properties of at least one contiguous acre may be allowed one additional system for each additional one-half acre or portion thereof**
- l. **A small wind energy system that is out-of-service for a continuous six-month period will be deemed to have been abandoned. The zoning administrator may issue a notice of abandonment to the owner of a small wind energy system that is deemed to have been abandoned. The owner shall have the right to respond in writing to the notice of abandonment setting forth the reasons for operational difficulty and providing a reasonable timetable for corrective action, within 30 days from the date of the notice. The administrator shall withdraw the notice of abandonment and notify the owner that the notice has been withdrawn if the owner provides information that demonstrates the wind energy system has not been abandoned.**

- m. If the small wind energy system is determined to be abandoned, the owner of a small wind energy system shall remove the wind generator from the wind tower at the owner's sole expense within 90 days of the date of the notice of abandonment. If the owner fails to remove the wind generator from the wind tower, the administrator may pursue a legal action to have the wind generator removed at the owner's expense.
- o. Noise emanating from a small wind energy system shall not exceed 50 dB(A) as measured from any offsite habitable structure or 55dB(A) to any lot line.
- p. Wind energy systems shall not interfere with communication systems such as radio, telephone, television, satellite, emergency communications, or Wi-Fi.
- q. Shadow Flicker created by a STWES shall not exceed thirty (30) hours per year as observed on the windows or outdoor spaces (such as porches, patios, and decks) of any offsite building intended for human habitation or occupation. The zoning administrator may request a study to demonstrate the impact of a WES proposal.
- r. Public inquires and complaints by an aggrieved property owner that alleges that a STWES or SSWES does not meet noise or shadow flicker requirements shall be processed as follows:
 - 1. The property owner shall notify the city in writing regarding the concerns related to noise and/or shadow flicker.
 - 2. If the city zoning administrator or engineer deem the complaint sufficient to warrant an investigation, the city will request the aggrieved party to deposit funds in an amount sufficient to pay for a noise level test conducted by a certified acoustic technician and/or a shadow flicker study as performed by a professional.
 - 3. If the tests(s) show that the WES does not exceed the noise or shadow flicker requirements of this chapter, the city will use the deposit to pay for the test.
 - 4. If the WES is violating this chapter's noise requirements, the owner(s) shall reimburse the city for the testing and take immediate action to bring the WES into compliance, include ceasing operation of the WES till the violations are corrected. The city will refund the deposit to the aggrieved property owner.

Section 5. This amendment shall become effective 20 days after passage.

Section 6. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.
YEAS ALL. MOTION CARRIED.

SITE PLAN REVIEW:

1. TRI-MER OFFICE EXPANSION / PARKING UPDATES – 1400 MONROE ST.

Mr. Zettel explained that only the parking is at issue. He introduced Mr. Ted Hornus from Tri-Mer Corporation. Mr. Hornus said they were adding office parking spaces on the north side of the lot; moving parking spots in front, and having overflow parking on the south side added. The southeast corner is additional parking. It is stone now and will be asphalt in the spring. This is a one story addition. The parking will loop all the way around the building. The back parking is aggregate.

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE SITE PLAN APPLICATION FOR TRI-MER CORPORATION, LOCATED AT 1400 MONROE STREET, AS ILLUSTRATED ON PLANS DATED DECEMBER 14, 2011,
YEAS ALL. MOTION CARRIED.**

BUSINESS ITEMS:

1. ZONING BOARD OF APPEALS REPRESENTATIVE.

Chairman Wascher volunteered to be the representative to the Zoning Board of Appeals.

MOTION BY COMMISSIONER POPOVITCH, SUPPORTED BY COMMISSIONER LIVINGSTON TO RECOMMEND TO THE MAYOR THAT HE APPOINT CHAIRPERSON WASCHER TO BE THE PLANNING COMMISSION REPRESENTATIVE TO THE ZONING BOARD OF APPEALS. YEAS ALL. MOTION CARRIED.

ITEMS OF DISCUSSION:

1. MASTER PLAN SURVEY REPORT

Mr. Zettel stated that he went to six civic classes in one day at the high school. He discovered that the younger group identified more with the downtown area, while the older groups had expressed concern about Westtown. Now is the time to draft the master plan. This should go much quicker than the information gathering. Possibly in the next two weeks the plan can begin to be developed.

2. HOUSING FOCUS GROUP RECOMMENDATIONS

Sarah Warren-Riley, Housing Program Manager, reviewed the meeting notes from the Housing and Neighborhoods Focus Group. They set three goals – 1) Improve the physical appearance of the existing housing stock; 2) Improve the functionality of the existing housing stock; and 3) Ensure all varieties of housing types exist in order to retain current and attract new residents. She said there was a lot of discussion on the functionality. There is a lot of housing stock which is probably past its prime and may need to be eliminated. The group talked about partnerships in the community.

Mr. Zettel added that code enforcement was talked about a lot also. There was discussion of the social aspect of neighborhoods / block groups and the desire to bring the social groups back for activities and clean-up events. We need to build up these programs including coordinated garage sales.

Ms. Warren-Riley stated the neighbors would hold each other accountable and help those who are not able to do their own work. This would also bring about individual accountability.

ADJOURNMENT:

MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER LIVINGSTON TO ADJOURN AT 7:57 P.M. UNTIL JANUARY 23, 2013.

m.m.s.

Melvin Renfrow, Secretary