

**OWOSSO CITY COUNCIL**

**AUGUST 1, 2011**

**7:30 P.M.**

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** MAJOR HENRY TEMPEL  
SALVATION ARMY

**PLEDGE OF ALLEGIANCE:** SHELVA CEBULSKI

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch, Councilpersons Thomas B. Cook, Michael J. Erfourth, Christopher T. Eveleth, and Gary W. Martenis.

**ABSENT:** Councilperson Joni M. Forster.

**APPROVE AGENDA**

Motion by Councilperson Eveleth to approve the agenda as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 18, 2011**

Motion by Councilperson Martenis to approve the Minutes of the Regular Meeting of July 18, 2011 as presented.

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

**PROCLAMATION**

**LUPUS AWARENESS DAY**

Mayor Frederick read aloud the following Proclamation declaring August 6, 2011 as Lupus Awareness Day in the City of Owosso.

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
PROCLAIMING AUGUST 6, 2011 AS  
LUPUS AWARENESS DAY IN THE CITY OF OWOSSO**

WHEREAS, Lupus is an acute and chronic autoimmune disease that causes inflammation and tissue damage to virtually every organ system in the body; and

WHEREAS, there are over 50,000 Lupus patients in the State of Michigan alone; and

WHEREAS, there is no cure or satisfactory treatment for Lupus and there have been no new drugs approved by the FDA specifically for the treatment of Lupus in over 50 years; and

WHEREAS, the Lupus Foundation of America provides essential support for the families of Lupus patients, including funding for Lupus research and education and advocacy initiatives for patients and the public all thanks to the generosity of donors; and

WHEREAS, it is essential to continue raising funds to work toward the goal of someday bringing an end to Lupus.

WHEREAS, the greater Shiawassee community will hold a special Lupus Awareness Event at McCurdy Park in Corunna on August 6<sup>th</sup> in which all Owosso citizens are encouraged to participate.

NOW, THEREFORE, I, Benjamin R. Frederick, Mayor of the City of Owosso, Michigan, do hereby proclaim August 6, 2011 as "Lupus Awareness Day" in the City of Owosso, Michigan and do hereby encourage all citizens of this community to acknowledge and support the Lupus Foundation of America along with our local volunteers in their efforts to inform and serve the citizens of our community. We as a community proudly stand with those whose lives have been affected by Lupus – bonded by the shared goal of working toward a cure.

Proclaimed this 1<sup>st</sup> day of August, 2011.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

Eddie Urban, 601 Glenwood Avenue, announced there are now new benefits available to various veterans exposed to herbicides in the service and there would be a meeting with more information on those benefits on Tuesday at 6:00p.m. at the Council on Aging.

Mayor Pro-Tem Popovitch thanked City Engineer Baker for patching west King Street near the hospital. She also relayed a complaint from a citizen regarding crack seal getting stuck on her car.

Councilperson Cook reminded everyone the river clean up is this Saturday starting at 9:00 a.m. He also indicated the rain date for the clean up is August 20<sup>th</sup>.

Councilperson Erfourth indicated there is a painting event planned for August 13-14. The group hopes to paint the pavilion at Collamer Park, the old pool house as well as some spots at the soccer fields. Those interested in helping can email him or Councilperson Forster.

**CITY MANAGER REPORT**

City Manager Crawford detailed the Project Status Report noting several projects were moving along satisfactorily.

He also detailed a report on a recent meeting with MDOT to discuss the reconstruction of west M-21 and north M-52. The Mayor indicated he was pleased with MDOT's attention to detail as well as their willingness to look at the success/failure of south M-52 prior to making decisions on these other projects.

There was an update on the community garden, the hire of paid on-call fire fighters, the recent rash of illegal dumpster use in the downtown, the performance dashboard report required by the State, and the salvage of any useful items from homes scheduled for demolition.

**CONSENT AGENDA**

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

Set Public Hearing-Alley Closure. Set a public hearing for August 15, 2011 to receive citizen comment regarding request to close Public alley south of the south line of Grace Street, east of Lots 1-8 and west of Lots 83-90, Grand View Addition, City of Owosso, Shiawassee County, Michigan (alley south of Grace Street between Cedar Street and Pearce Street) as follows:

**RESOLUTION NO. 122-2011**

**SET PUBLIC HEARING  
ALLEY ABANDONMENT**

WHEREAS, the City of Owosso received a petition, Alley Closing – 2011-02, to abandon an alley located south of Grace Street, between South Cedar Street and Pearce Street; and

WHEREAS, the city staff find no issues with the petition and have recommended approval of the alley abandonment; and

WHEREAS, the planning commission held a public hearing on July 25, 2011 and subsequently recommended abandonment of the alley; and

WHEREAS, a public hearing is required by the Owosso City Council in accordance with city ordinance Section 29-154.

BE IT RESOLVED THAT City of Owosso City Council, County of Shiawassee, State of Michigan, hereby sets a public hearing for 7:30 p.m. August 15<sup>th</sup>, 2011 in the city council chambers within city hall, 301 West Main Street, Owosso, MI 48867 to hear all interested parties in relation to the abandonment of said portions of said alley being more particularly described as follows, to wit:

ALL THAT PART OF ALLEY IN GRAND VIEW ADDITION TO THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, RECORDED JUNE 8, 1910 IN LIBER OF PLATS ON PAGE 59 DESCRIBED AS LYING SOUTH OF THE SOUTH LINE OF GRACE STREET, AND EAST OF LOTS 01-08 AND WEST OF LOTS 83-90.

Set Public Hearing-Obsolete Property Rehabilitation Exemption. Set a Public Hearing for August 15, 2011 to receive citizen comments regarding application from Wesener, LLC for an Obsolete Property Rehabilitation Exemption Certificate for their property at 104-108 North Washington Street as follows:

**RESOLUTION NO. 123-2011**

**RESOLUTION SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR AN  
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE DESCRIBED AS:  
S 2/3 OF LOT 5 & N 1/3 OF LOT 6 (EX E 22' OF LOT 6) BLK 21 ORIGINAL PLAT**

WHEREAS, the City of Owosso received application for an Obsolete Property Rehabilitation Exemption Certificate on July 27, 2011; and

WHEREAS, the City of Owosso approved a request to establish a Obsolete Property Rehabilitation District, on March 1, 2004, described as: S 2/3 OF LOT 5 & N 1/3 OF LOT 6 (EX E 22' OF LOT 6) BLK 21 ORIGINAL PLAT; and

WHEREAS, it must be determined that approval of the Obsolete Property Rehabilitation Certificate would be beneficial to the city of Owosso, as well as local and regional economy;

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

- FIRST: the Owosso City Council sets public hearing for August 15, 2011 on or about 7:30 p.m. in the council chambers for the purpose of hearing comments for those within the district, and any other resident or taxpayer, of the city of Owosso; and
- SECOND: the city clerk gives the notifications as required by law; and
- THIRD: the city staff is directed to investigate and determine if the qualifications of the act are satisfied and report findings at the hearing.

Making Strides Against Breast Cancer Permission. Consider application of the American Cancer Society for use of a portion of the Comstock Parking Lot (Lot #10), and portions of Jerome Avenue, Washington, Dewey, Main, King, Pine, and Williams Streets from 2:00 p.m. Friday, October 7, 2010 until 12:00 pm on Saturday, October 8, 2010 and authorize Traffic Control Order No. 1255 formalizing the request.

Bike Fest Permission. Consider application of the Westtown Corridor Improvement Authority for use of the City parking lot north of the 800 block of West Main Street (Lot #11) from 8:00 a.m. until 5:00 pm on Sunday August 14, 2011 and authorize Traffic Control Order No. 1256 formalizing the request.

Bid Award. Waive competitive bidding requirements and authorize bid award to Blumerich Communication Services Inc. for the purchase of one in-car computer for a police vehicle in the amount of \$6,159.00 as follows:

**RESOLUTION NO. 124-2011**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
AN IN CAR POLICE COMPUTER  
BLUMERICH COMMUNICATION SERVICES INC.**

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

WHEREAS, Blumerich Communication Services, Inc. has secured a contract with the State of Michigan to provide such computers at a reasonable cost; and

WHEREAS, it has been determined that in this instance the public interest will be best served by a joint purchase with another unit of government.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to waive competitive bidding requirements for the purchase of one in-car police computer from Blumerich Communication Services, Inc.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Blumerich Communication Services Inc. up to the amount of \$6,159.00.
- THIRD: The above expenses shall be paid from the Police Division Capital Outlay fund  
101-300-978100.

Bid Award. Waive competitive bidding requirements and authorize bid award to Ruthy's Cleaners for dry cleaning of the Police/Fire Division uniforms for the time period from July 1, 2011 through June 30, 2013 as follows:

**RESOLUTION NO. 125-2011**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
DRY CLEANING SERVICE WITH,  
RUTHY'S CLEANERS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a public safety department requiring the use of a dry cleaning service for uniforms; and

WHEREAS, the City of Owosso requested bids for this service but received none in a timely manner; and

WHEREAS, it is in the best interest of the city to waive bid irregularities and accept the only bid received.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to enter into a contract with Ruthy's Cleaner for dry cleaning services during the 2011-12 and 2012-13 fiscal years.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Ruthy's Cleaners.
- THIRD: The above expenses shall be paid from the Police Division line item 101-300-741000 and Fire Division line item 101-335-741000.

Bid Award. Authorize bid award to J.R. Howell;Airport Lighting, LLC for the purchase of one Generator to fully supply the Public Safety Building with electricity in the event of an outage in the amount of \$36,900.00 to be reimbursed by a grant from Shiawassee County Emergency Management and Homeland Security as follows:

**RESOLUTION NO. 126-2011**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
GENERATOR WITH  
J.R. HOWELL; AIRPORT LIGHTING, LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has public safety department requiring a Generator in the event of a power loss; and

WHEREAS, the City of Owosso solicited sealed bids and a responsive bid was received from J.R. Howell;Airport Lighting, LLC.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to enter into a contract with J.R. Howell;Airport Lighting, LLC for the purchase and installation of a Generator in the amount of \$36,900.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and J.R. Howell;Airport Lighting, LLC
- THIRD: The above expenses shall be paid from the Police Division line item 101-300-978000 and Fire Division line item 101-335-978000 with reimbursement from the Shiawassee County Emergency Management and Homeland Security.

Motion supported by Councilperson Martenis.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Forster.

**ITEMS OF BUSINESS**

**BROWNFIELD REDEVELOPMENT DISTRICT #13 AMENDMENT #2**

Councilperson Cook noted that he is a member of the Brownfield Authority and the board had a very thorough discussion of the proposed amendments, the intent of which is to lower the costs. It is hoped construction will start this fall.

Motion by Councilperson Cook to approve Amendment #2 to Brownfield Redevelopment District #13 - Wesener Building as follows:

**RESOLUTION NO. 127-2011**

**RESOLUTION APPROVING A BROWNFIELD PLAN  
"District #13 Plan Amendment, Wesener Building",  
FOR THE CITY OF OWOSSO  
PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF  
ACT 381 OF THE PUBLIC ACTS OF  
THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, the Brownfield Redevelopment Authority (the "Authority") of the City of Owosso, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has prepared and recommended for approval by the City of Owosso Council an amendment to the Brownfield Plan entitled "District #13, Wesener Building" (the "Plan"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days before the meeting of the Authority at which this resolution has first been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the "Taxing Jurisdictions") about the fiscal and economic implications of the proposed Financing Plan, and the Authority has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13 (10) and 14 (1) of the Act; and

WHEREAS, the Authority has conducted the required public hearing on July 21, 2011 and the City Council recognizes and designates the public hearing process to the Authority and has been provided the minutes of the hearing including all public comments or communications that may have been made at said hearing; and

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

- FIRST: Plan Approved. Pursuant to the authority vested in the Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan amendment is hereby approved in the form considered by the Council on August 1, 2011 and maintained on file in the office of the City Clerk.
- SECOND: Severability. Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity

of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

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

Motion supported by Councilperson Eveleth.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Forster.

**DOWNTOWN RENTAL REHABILITATION PROGRAM 3<sup>RD</sup> PARTY ADMINISTRATIVE AGREEMENT**

Motion by Councilperson Eveleth to approve the third party administrative agreement for the Downtown Rental Rehabilitation Program as required by MSHDA as follows:

**RESOLUTION NO. 128-2011**

**AUTHORIZING EXECUTION OF A CONTRACT FOR SERVICES BETWEEN THE CITY OF OWOSSO DOWNTOWN RENTAL REHABILITATION PROGRAM AND BRUCE JOHNSTON ENTERPRISE FOR ADMINISTRATIVE SUPPORT SERVICES FOR THE DOWNTOWN RENTAL REHABILITATION PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that a robust and active housing program is essential to maintaining quality neighborhoods for residents of the city; and

WHEREAS, the city of Owosso, in cooperation with the Michigan State Housing Development Authority has created a Downtown Rental Rehabilitation Program to assist in the rehabilitation of rental properties located in the downtown; and

WHEREAS, MSHDA requires an agreement for third party administrative services of the program due to the fact the City has not had prior experience with the program; and

WHEREAS, the city of Owosso desires to secure the services of Bruce Johnston Enterprise to fulfill this requirement.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the third party administrative services contract for the Downtown Rental Rehabilitation Program to Bruce Johnston Enterprise.

SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the document substantially in the form attached to formalize this arrangement.

**CONTRACT FOR SERVICES**

This agreement to provide administrative support services for the City of Owosso's Downtown Rental Rehabilitation Program is made between Bruce Johnston Enterprise, 443 W. South St., Mason, MI 48854 hereafter referred to as "the Contractor" and the City of Owosso, 301 W. Main St., Owosso, MI 48867 hereafter referred to as "the City".

**PREAMBLE**

The City wishes to engage the service of the Contractor to operate a Downtown Rental Rehabilitation Program, for the property owners in the Downtown designated area. The Downtown Rental Rehabilitation Program, hereafter referred to as the "program", will be funded by and operated in accordance with a grant (MSC-2010-0037-HO) from the Michigan State Housing Development Authority, hereafter to as "MSHDA".

Effective date: December 1<sup>st</sup>, 2010 through, December 31<sup>st</sup>, 2012.

**WITNESSETH THAT**, The City and Contractor do mutually agree as follows:

Article I. The Contractor Responsibility:

1. Administer the program in accordance with procedures and guidance set forth by MSHDA to include compliance with lead based paint requirements. Comply with any Federal, State and Local Statutes.
2. Assistance with Administrative responsibilities requested and/or required by MSHDA.
3. Liaison between the City and MSHDA.
4. Determine the eligibility of property owners through a local application process according to grant program guidelines. Contractor personnel will be available in the City to process applications for this program.
5. Keep complete and accurate documentation of required program records including the filing of all MSHDA reporting requirements. Forward data for said reports and financial draws to the City of Owosso c/o Sarah Warren-Riley, Housing Program Manager, for the City to review and submit to MSHDA.
6. Preparation of necessary documents for the individual rental rehabilitation projects during the contract period.
7. Oversight and implementation of the bid process as detailed in the program guidelines.
8. Oversight of the loan closing and construction phase.
9. Verification of tenant eligibility.
10. Assistance with MATT tracking.

Article II. The City Responsibility:

1. Forward all written material related to the program received from MSHDA to the Contractor.
2. Consult with the Contractor prior to requesting a grant amendment from MSHDA.
3. Provide the Contractor with authorization to access the MATT/OPAL on-line grant management system for MSHDA required data entry.
4. Establish a financial management system for the deposit and disbursement of funds according to the program guidelines.

Article III. Compensation:

1. For the services to be performed by the Contractor, as specified by this Agreement, the Contractor will be paid any administration/ soft cost dollars allowable through the grant with no additional funds to be paid by the City.
2. Payment of the above said amount shall be contingent on the amount of rental rehabilitation work completed per MSHDA guidelines contained in the Grant Agreement.
3. It is mutually understood that the Contractor is an independent contractor and as such shall provide worker's compensation insurance where required and shall accept full responsibility for payment of unemployment insurance premiums, worker's compensation, and social security as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this agreement. It is further understood that the Contractor's employees will not be entitled to any benefits accorded an employee of the City. The Contractor shall not be responsible for the failure of any provider (general contractor) providing labor or materials for work under the program.

Article IV. Construction and Severability:

1. This Agreement shall be construed, interpreted and in the rights of the parties determined in accordance with the laws of the State of Michigan. In the event that any provision of the Agreement conflicts with any applicable Federal, State or Local law or regulation, such law or regulation shall prevail.
2. The invalidity or unenforceability of any provision of this contract shall not affect or impair the validity of any other provision.

Article V. Suspension and Termination:

1. Either party shall have the right, upon sixty (60) calendar day's prior written notice to the other party, to terminate this contract. In the event this contract is terminated, compensation shall cease at the end of the calendar month during which the termination is effective.

Article VI.

1. **Conflict of Interest:** The Contractor agrees, during the term of this contract or any extended term in which this contract remains in effect, to avoid both actual and the appearance of conflicts of interest.
2. **Nondiscrimination:** The Contractor, as required by law, shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

Breach of this section shall be regarded as a material breach of this contract.

3. **Assignability:** The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of the City.
4. **Amendments:** This contract constitutes the entire agreement between the parties, and no subsequent authorizations of amendments to this contract shall be binding upon the parties unless and until reduced in writing and signed by both the Contractor and the City or their authorized agents.
5. **Hold Harmless:** The Contractor shall, at its own expense, indemnify, save and hold harmless the City, and its elected and appointed officials/officers, employees and agents, from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its employees or agents which may arise out of this agreement. The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the City, its officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this agreement.

Motion supported by Councilperson Cook.

Roll Call Vote.

AYES: Councilpersons Erfourth, Eveleth, Martenis, Forster, Cook, Mayor Pro-Tem Popovitch, and Mayor Frederick.

NAYS: None.

ABSENT: Councilperson Forster.

#### **CITY MANAGER EVALUATION DISCUSSION**

It was agreed the changes to the City Manager job description reflect the changes requested at the last meeting.

Motion by Mayor Pro-Tem Popovitch to approve the City Manager job description as follows:

#### **CITY MANAGER JOB DESCRIPTION**

**GENERAL DESCRIPTION OF THE POSITION:** To administer a city government which serves the best interests of the entire Owosso community. Serves as the administrative agent of the City Council. The duties of the City Manager are described in the Owosso City Charter. This document should be considered a supplement to the Owosso City Charter. If this document conflicts with the Owosso City Charter, the Charter shall prevail.

**SUPERVISION RECEIVED:** Work is performed under the direction of the City Council.

#### **ESSENTIAL FUNCTIONS:**

The City Manager shall serve effectively as Chief Administrative Officer of the City of Owosso.

- o Keep informed and report to the Council concerning city affairs and the work of the departments of the city. Secure from the officers, department managers, and professional personnel of the city such information and periodical or special reports as deemed necessary.
- o Attend all meetings of the Council, with the right to be heard in all Council proceedings, but without the right to vote.
- o Recommend to the Council from time to time, such measures as deemed necessary or appropriate for the improvement of the city, its administration, or its services.
- o Possess such further powers and performs such additional duties as may be granted to or required by the Council.
- o Facilitate Council actions, including adoption of measures and ordinances by coordinating agenda preparation and necessary information and background required by the City Council.
- o Keep Council members well informed on issues that might become matters for community concern.
- o Establish any rules necessary to carry out any of the duties listed above.

The City Manager shall effectively and efficiently administer the city internally, its departments, programs, personnel, and other resources.

- Supervise and coordinate the work of the administrative officers and departments of the city.
- Employ or be responsible for the employment of all city employees, and supervise and coordinate the personnel policies and practices of the city.
- Resolve the conflict or supply the necessary authority, consistent with law and ordinance, in case of conflict of authority between officers and administrative departments or, in case of absence of administrative authority occasioned by inadequacy of charter or ordinance provisions, and direct the necessary action to be taken in conformance; making a full report promptly to the Council.
- Prepare the annual budget proposals of the city, together with supporting information.
- Establish and maintain a central purchasing service for the city.
- Implement Council-adopted goals and policies and be responsible for adopting and keeping current the city's Master Plan .
- Fairly administer the charter, laws and ordinances of the City of Owosso and recommend amendments to ordinances or policies that have proven to be impracticable or in need of change.
- Administer city programs effectively and efficiently with progress and status reports ongoing to the City Council.
- Propose for City Council adoption, a work program for improvements in the City of Owosso, incorporating City Councils and Manager's goals and objectives.
- Supervise city employees effectively and fairly, including the appointment and removal from office when necessary of department heads, division chiefs and other employees.
- Provide leadership to maximize talents and skills of all city employees by continuing to implement results oriented policies.
- Administer financial resources effectively with particular emphasis on providing adequate fiscal controls on spending, revenue handling, and investing; presenting a clear balanced budget which meets the needs of the community within resources available; keeping Council clearly advised on a monthly basis of financial conditions and needs of the city.
- Present budget per requirements of the City Charter and administer in accord with the required Charter provisions.
- Maintain an inventory of city-owned property.

The City Manager shall effectively maintain city relationships with the community, other levels of government, and other appropriate entities.

- Shall present Council policy within the framework of directives or adopted policy when dealing with the public or media even when the direction is contrary to the City Manager's personal opinion.
- Represent the interests of Owosso at other levels of government.
- Maintain contacts with Federal, State, County and other governmental units.
- Maintain effective relationships with the various segments of the community.
- Represent the city to businesses and developers to promote economic development while protecting the best interest of the city and its residents.

The City Manager shall demonstrate personal characteristics that facilitate goal achievement.

- Manage the city with complete integrity and decisiveness.
- Observe professional code of ethics applicable to this position.
- Manifest a personal sense of responsibility to the city.
- Be personally available to run the city and see that authority is properly delegated so that the city will continue to operate effectively.

- o Use professional knowledge and skills to manage and continually improve the operations of the city. Be creative and open to new ideas and approaches.

**JOB REQUIREMENTS:**

Education and experience:

- o Preferred executive municipal management experience.
- o Graduation from an accredited four-year college or university.
- o A Master's Degree is preferred.

Necessary Knowledge, Skills and Abilities:

- o Working knowledge of the principles and practices of municipal government.
- o Working knowledge of state and federal requirements.
- o Proven ability for innovation and follow-up to desirable accomplishments.
- o Ability to work effectively with city officials, other governmental authorities, employees, and the general public.
- o Demonstrated competence in the use of office equipment, including computers and in the operation of computer software.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee may occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the office work environment is usually quiet in the office and moderately noisy in the field.

Motion supported by Councilperson Martenis.

Roll Call Vote.

AYES: Councilpersons Cook, Martenis, Mayor Pro-Tem Popovitch, Councilperson Eveleth, and Mayor Frederick.

NAYS: Councilperson Erfourth.

ABSENT: Councilperson Forster.

Council requested the City Manager submit a self evaluation by August 15<sup>th</sup> and set the formal evaluation for September 6<sup>th</sup> meeting.

**COMMUNICATIONS**

- Zoning Board of Appeals. Minutes of Meeting of July 19, 2011.
- Downtown Historic District Commission. Minutes of Meeting of July 20, 2011.
- Owosso Planning Commission. Minutes of Meeting of July 25, 2011.

**CITIZEN COMMENTS AND QUESTIONS**

Burton Fox, 216 East Oliver Street, asked that they crack seal the block in front of the Post Office after hours so as not to block off the area during the business day.

Michael Tillotson, 1299 South Shiawassee Street, indicated he was pleased with how the City Manager handled a recent issue he brought to his attention.

Eddie Urban, 601 Glenwood Avenue, seconded Mr. Tillotson's comments. He also commented on the flowers in the downtown, veteran's benefits, and the collection of scrap metal as a fund raiser.

**NEXT MEETING**

Monday, August 15, 2011

**BOARDS AND COMMISSIONS OPENINGS**

Downtown Development Authority/Owosso Main Street, term expires 06-30-2013

**ADJOURNMENT**

Motion by Councilperson Eveleth for adjournment at 8:28 p.m.

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

---

Benjamin R. Frederick, Mayor

---

Amy K. Kirkland, City Clerk