

OWOSSO CITY COUNCIL

OCTOBER 1, 2007

7:31 P.M.

PRESIDING OFFICER: MAYOR LINDA L. ROBERTSON

PLEDGE OF ALLEGIANCE: MAYOR LINDA L. ROBERTSON

PRESENT: Mayor Linda L. Robertson, Mayor Pro-tem Mark D. Owen, Councilpersons Michael E. Bruff, Michael N. Cline, Joni M. Forster, and Justin R. Horvath.

ABSENT: None.

APPROVE AGENDA

Motion by Councilperson Bruff to approve the agenda as presented with the following changes:

PROCLAMATIONS/SPECIAL PRESENTATIONS

- 1. Soccer nets. Presentation of soccer nets to the City by the Owosso Soccer Club

ITEMS OF BUSINESS

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

Name	Board/Commission	Term Expires
KEVIN MAGINITY Business owner/interest	Westown Corridor Improvement Authority	06-30-2009
TIM LAW Business owner/interest	Westown Corridor Improvement Authority	06-30-2010
SCOTT HILDEBRANT Business owner/interest	Westown Corridor Improvement Authority	06-30-2011
MARK LAMPHERE Business owner/interest	Westown Corridor Improvement Authority	06-30-2012
ALICE MORRIS Business owner/interest	Westown Corridor Improvement Authority	06-30-2009
NANCY VOGL Citizen of district	Westown Corridor Improvement Authority	06-30-2010
LINDA L. ROBERTSON Mayor/appointee	Westown Corridor Improvement Authority	11-09-2009

- 4. Contract Payment. Authorize Progress Payment to Central Michigan Industries in the amount of \$11,930.00 for installation of sidewalk along Bentley Park performed to date.
Staff Contact: Ronald G. Baker
(Former Consent Agenda Item #5)

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 17, 2007

Motion by Councilperson Horvath to approve the Minutes of the Regular Meeting of September 17, 2007 as presented.

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

SPECIAL PRESENTATION

DONATION OF SOCCER NETS

Carol Thiele and Karen Michalec presented soccer nets to the City for use at the Hugh Parker Soccer Complex as a gift of the Owosso Soccer Club. Ms. Thiele also described the soccer club and its mission.

CITIZEN COMMENTS AND QUESTIONS

Nancy Cadieux, 118 ½ North Lansing Street, inquired as to whether the State Police post in Corunna would close again if the 30-day budget extension expired without an annual budget in place.

Burton Fox, 216 East Oliver Street, commented on his desire to see the burning issue examined once again and his desire to tape City Council meetings and broadcast them on the cable access channels.

Betty Coon, 1204 Palmer Avenue, inquired as to whether permission for burning was codified in the charter or the code of ordinances. It was noted it is an ordinance.

There was general discussion as to how the question was posed to voters in the 2004 election, respecting the vote of the people, and people burning garbage regardless of the ordinance.

Thomas Ford, 649 Adams Street, commented on his feelings of being thwarted in his efforts to place programming on the cable access channels and his feeling that business entities should not be a part of the proposed cable board.

Judy Ford, 649 Adams Street, commented on her disappointment no money has been given to the cable access channels, her desire more citizens at large on the proposed cable board, and the intent of public television legislation.

Eddie Urban, 601 Glenwood Avenue, inquired about how many City Council candidates were present at the meeting. (It appeared 4 were present.)

Councilperson Bruff commented on the bus route now offered by SATA indicating he rode part of the route earlier in the day and was impressed.

CONSENT AGENDA

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

Conduct First Reading and Set Public Hearing

The First Reading on the proposed ordinance amendment was held.

A public hearing was scheduled for October 15, 2007 to receive citizen comment regarding proposed addition to add Chapter 9, *Cable Television*, Article III, Owosso Community Television, Sections 9-100 through 9-110 to the Code of Ordinances of the City of Owosso, Michigan as follows:

AN ORDINANCE TO ADD CHAPTER 9, *CABLE TELEVISION*, ARTICLE III, OWOSSO COMMUNITY TELEVISION, SECTIONS 9-100 THROUGH 9-110, TO THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN, TO GOVERN THE ADMINISTRATION OF THE PUBLIC ACCESS TELEVISION CHANNELS.

THE CITY OF OWOSSO ORDAINS:

Section 1. That, Chapter 9, *Cable Television*, Article III, Owosso Community Television, Sections 9-100 through 9-110 of the Code of Ordinances of the City of Owosso, Michigan shall be and the same is hereby added to read as follows:

Sec. 9-100. Purpose of OCTV.

(a) The Owosso Community Television (OCTV) studio has been established to provide support services necessary for video casting locally produced television programs.

(b) It is the purpose of OCTV to provide the people of the City of Owosso and organizations in the Owosso area with an opportunity to be involved in using the television medium to inform, communicate, educate and entertain. It is also the purpose of OCTV to provide the Owosso community with locally produced programs of public interest.

(c) The following television channels shall be operated by OCTV:

(1) *Channel 3*. This channel or its successor shall be known as the "public access channel" and shall be used solely to cablecast non-profit, non-commercial programming produced or sponsored by individuals or organizations in the Owosso area. When the aforementioned programming is not scheduled, this channel may cablecast either an electronic message board to be known as the "public access electronic message board" or the Channel 10 electronic message board. The public access electronic message board shall be used solely for promotion of the public access channel and shall not be used for "for-profit" commercials or advertisements. Messages cablecast on the public access electronic message board may not contain any of the following:

- a. Obscene material as the same is defined and regulated under Act No. 343 of the Public Acts of Michigan of 1984, being MCL 752.362 et seq.
- b. Slanderous or libelous material.

- (2) *Channel 10.* This channel or its successors shall be known as the "government/education access channel" and shall be used to cablecast non-profit, non-commercial programs produced or submitted by government or educational agencies. When the aforementioned programming is not scheduled, this channel shall cablecast an electronic message board containing government or educational messages submitted by government or educational agencies, or an electronic message board used for the promotion of community activities, meetings or events by non-profit organizations within Shiawassee County, as determined by the city administration. Electronic messages advising of emergencies, including but not limited to weather emergencies, shall take precedence over all other programming on this channel.

Sec. 9-101. Access Channels Program restrictions.

- (a) No program, production or presentation shall be cablecast that contains any of the following:
 - (1) Information which relates directly or indirectly to a lottery, gift, enterprise or similar scheme, offering prizes dependent upon lot or chance.
 - (2) Obscene material as the same is defined and regulated under Public Act 343 of the Public Acts of the State of Michigan of 1984, being MCL 752.362 et seq.
 - (3) Slanderous or libelous material.
- (b) Cablecasting of programs, productions or presentations shall be for noncommercial, nonprofit purposes only and accordingly, the following shall be excluded:
 - (1) Material, the primary purpose of which is to promote a commercial service, product, trade or business.
 - (2) Program material which identifies any product, service, trademark or brand name in a manner that is not reasonably related to the noncommercial use of such product, service, trademark or brand name, portrayed on the program material.
 - (3) Any solicitation for funds or other goods that would benefit the access user or his/her agent.

Sec. 9-102. Electronic message board restrictions.

- (a) The electronic message board is for informational purposes only and may be used for:
 - (1) The promotion of community activities, meetings or events by non-profit organizations.
- (b) The electronic message board shall not be used for "for-profit" commercials or advertisements.
- (c) No electronic message shall be cablecast that contains any of the following:
 - (1) Obscene material as the same is defined and regulated under Act No. 343 of the Public Acts of Michigan of 1984, being MCL 752.362 et seq.
 - (2) Slanderous or libelous material.

Sec. 9-103. Rules and procedures.

The city council shall establish by resolution such rules and procedures relative to the general administration, control, supervision and uses of OCTV facilities as shall be deemed necessary or advisable. Scheduling of cablecast time on any channels that may now or hereafter be designated as a government or school district channel by the city council of the City of Owosso and any use of a OCTV access channel or channels, including the use of any OCTV studio or equipment, by the city council of the City of Owosso or by the city manager or his or her designee may be exempt from all or part of these rules, as determined by the city manager or his designee. A copy of said rules and procedures shall be published and maintained in the office of the city clerk.

Sec. 9-104. Cable access advisory commission--Created.

There is hereby established an advisory body to the city council to be known as the cable access advisory commission, hereinafter to be known as the "commission," which shall act solely in an advisory capacity to the city council with regard to all aspects of public access cable service in the City of Owosso.

Sec. 9-105. Same--Membership.

Membership of the commission shall consist of nine (9) voting members. Seven (7) members shall consist of one (1) representative from each of the following; Owosso Public Schools, Shiawassee District Library, Shiawassee RESD, Baker College, Shiawassee Regional Chamber of Commerce, King of Kings (K.O.K.), and Owosso Public Access Channel (O.P.A.C.). Whenever possible, this representative shall be a resident of the city and/or a cable subscriber.

Two (2) members shall be citizens at large, appointed by the Mayor and approved by the City Council, and must be a current cable television subscriber and resident of the city.

The person from the administrative staff of the city who has been designated by the city manager as the OCTV coordinator shall be an ex officio member of the commission but without the right to vote.

Sec. 9-106. Same--Term of members.

Each at large member of the commission shall be appointed for a term of four (4) years commencing on July 1 except that the members first appointed shall begin their terms immediately with one (1) of said members being appointed for term ending June 30, 2009, and one (1) said member being appointed for terms ending June 30, 2011.

Representatives from the Owosso Public Schools, Shiawassee District Library, Shiawassee RESD, Baker College, Chamber of Commerce, K.O.K., and O.P.A.C. shall be submitted to the city clerk annually prior to July 1st, except the members first appointed by their respective agencies shall begin immediately.

Sec. 9-107. Same--Internal administration.

The commission shall select one of its voting members as chair and shall designate the ex-officio member as secretary. The commission may adopt such rules as it deems necessary for the transaction of its business. Any decision of the commission shall require the concurrence of five (5) members. The commission shall meet as often as necessary with at least one (1) meeting each calendar quarter and all of its meetings shall comply with the open meetings act.

Sec. 9-108. Same--Specific duties.

The commission shall have the following specific duties:

- (1) Advise the city council regarding general policy matters related to the services provided to public access producers and viewers pursuant to the Code of Ordinances of the City of Owosso.
- (2) Encourage the use of public access channels among the widest range of institutions, groups, and individuals within the City of Owosso.
- (3) Make an annual report to the city which shall include, but not be limited to, a summary report on the utilization of any public access channels and a summary report of the commission's deliberations throughout the year.
- (4) Request comments and encourage suggestions from the public regarding public access channels.
- (5) Perform such other functions as the city council may direct.
- (6) Conduct public hearings at the request of the city council

Sec. 9-109. Same--Finances.

The commission shall not have the power to expend public funds but may make recommendations to the city council for budget purposes.

The commission shall not engage in rate regulation, rate change request processing, financial analysis, legal interpretation, or contractual negotiation with a cable operator or public service channel operator.

Sec. 9-110. Effective date.

This article shall become effective 20 days after its adoption.

Section 2. 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.

Bid Award. Accepted the low bid of Lennox Electric for installation of wiring and 18 pedestrian lights on the north side of Cass Street from M-52 to Cedar Street in the amount of \$10,720.00.

Change Order. Approved a Change Order to increase the tree purchase bid with Rushton Farms for additional trees for the street frontage at TIAI Products in the amount of \$1,005.

Change Order. Approved a Change Order to increase the sidewalk installation bid with Central Michigan Industries in the amount of \$7,600 for the removal of the current sidewalk and installation of new sidewalk on the west side of South M-52 between the railroad tracks to allow for the planting of a decorative tree line.

Contract Payment. Authorized Progress Payment to Fishbeck, Thompson, Carr and Huber for Oliver Street Bridge construction engineering covering the time period from August 11, 2007 through September 7, 2007 in the amount of \$29,307.84.

Warrant No. 350. Accepted Warrant No. 350 as follows:

Vendor	Description	Fund	Amount
Varnum Consulting, LLC	Professional Services associated with the retained search for the position of City Manager	General	\$6,436.93
Michigan Municipal Risk Management Authority	Building and Property Insurance	General	\$140,015.00

Motion supported by Councilperson Cline.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

CONTRACT AMENDMENT – SSO MANHOLE REHAB PROJECT

Utilities Director Gary M. Burk gave an update on the status of the Sanitary Sewer Overflow Correction Program. It was indicated the additional engineering services requested will help place the City in a position to start manhole rehabilitation in the upcoming 2008 construction season.

Motion by Mayor Pro-Tem Owen to approve an amendment to the Engineering Services Agreement with Orchard Hiltz and McCliment for additional design engineering services for Phase 1A of the Sanitary Sewer Overflow Manhole Rehabilitation Project and approve an increase in the not-to-exceed amount by \$54,000.

Motion supported by Councilperson Bruff.

Roll Call Vote.

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

NAYS: None.

CITY MANAGER CONTRACT

Councilperson Cline indicated his reasons for not supporting the contract with Mr. Fivas.

Motion by Councilperson Forster to approve the following contract with Joseph Fivas for the City Manager position and authorize the mayor to sign appropriate documents upon confirmation of satisfactory background checks.

**EMPLOYMENT AGREEMENT
OWOSSO CITY MANAGER**

THIS AGREEMENT is entered into this _____ day of _____, 2007, by and between the City of Owosso, a Michigan municipal corporation, of 301 West Main Street, Owosso, Michigan 48867 ("City") and Joseph Fivas of _____, (Employee).

WHEREAS the City desires to employ the services of the Employee as the City Manager of the City of Owosso as provided for in the City of Owosso Charter and Ordinances;

WHEREAS the Employee wishes to accept employment as the City Manager of Owosso, Michigan; and

WHEREAS the parties wish to enter into this Agreement to memorialize the terms of employment of Employee as City Manager.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. EMPLOYMENT AND DUTIES.

The City employs Employee as City Manager of the City of Owosso to perform the functions and duties specified in the Owosso City Charter and Ordinances and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign.

The Employee shall conduct the business of the City in a professional manner. The Employee shall exclusively devote his full business time and attention to the City, its inhabitants and its businesses. He will comply with the Code of Ethics of the International City/County Management Association and the guidelines of the Code.

2. TERM.

The term of this Agreement shall commence _____ and shall remain in full force and effect until terminated by the City or the Employee. The Employee will be employed on an at-will status by the City to perform the functions and duties specified in the City Charter, Ordinances and State Statutes. The Employee will serve at the pleasure of the City Council and shall be subject to removal by the Council with or without cause.

3. SALARY.

The City will pay Employee for his services rendered an annual base salary of \$85,000.00, paid in installments at the same time as other administrative employees of the City. Thereafter, the City agrees to increase the base salary and/or benefits of the Employee in such amounts and to such extent as the City Council may determine desirable or appropriate on the basis of the annual salary and performance review of the Employee. This provision does not guarantee Employee any increase of base salary and/or benefits.

4. BENEFITS - EXCLUDING RETIREMENT.

All provisions of the City Charter, Ordinances, Resolutions and Policies of the City relating to vacation, sick leave, holidays, life insurance, disability insurance, hospitalization and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to the department heads of the City in addition to said benefits enumerated specifically for the benefit of Employee as herein provided. There shall be no added compensation or compensatory time for hours worked in excess of forty (40) hours per week. Health, dental, optical, life and disability insurance shall be effective on the first day of employment.

As further inducement to Employee to execute this Agreement and become employed as City Manager of the City, the Employee shall upon mutual execution of this Agreement be considered a 15 year employee which entitles Employee to seventeen (17) vacation days. In all other respects, the City provisions regarding vacation for administrative employees shall apply to Employee. The Employee shall not use vacation days until 120 days from the date of this Agreement. The Employee shall also receive five (5) days of sick leave on the first day of Employment.

5. RETIREMENT.

The Employee shall be considered 100% invested and eligible for a defined contribution retirement plan. In the first year of this Agreement the City shall contribute to such plan monthly five (5%) percent of the monthly base salary of Employee. Each year thereafter the City contribution shall increase one (1 %) per cent up to a maximum of eight (8%) per cent of the base salary of Employee.

6. GENERAL EXPENSES.

The Employee will be reimbursed for actual out of pocket expenses that are incurred on official City business in accordance with the general policies of the City. The City agrees to provide the Employee with a monthly automobile allowance which shall be Four Hundred and No/100 (\$400.00) Dollars per month. The Employee will be responsible for all insurance, operational, fuel, maintenance and repair expenses associated with the automobile.

The City shall provide Employee with a lap top computer, cell phone, PDA, and software required for the Employee to perform the job and to maintain communication.

7. PROFESSIONAL DEVELOPMENT.

The City will pay for the expenses of reasonable seminars, institutes, professional membership dues and meetings that are intended to enhance the professional development of the Employee and thereby benefit the City. Such payment shall be subject to the review and approval of the Council.

8. PERFORMANCE REVIEW.

City Council shall review and evaluate the performance of Employee at least once annually unless this requirement is mutually waived by the City Council and the Employee. Said review and evaluation shall be in accordance with specific criteria developed by City Council and Employee and shall include among other things a measurement of the Employee's success in attaining the goals and objectives of the City Council.

Annually, the City Council shall define such performance goals and objectives which they determine necessary for the proper operation of the City and in attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall generally be attainable within the time limitations as specified and supported by the annual operating and capital budgets and appropriations provided.

9. SEVERANCE.

If the Employee is terminated because of acts or omissions involving moral turpitude and such acts constitute any of the following:

- a. Conviction of any criminal act;
- b. Specific acts that violate the City Charter or Code of Ordinances while performing City functions;
- c. Violations of the Code of Ethics of the International City/County Management Association in which case the Council or Employee may request an advisory opinion from the International City/County Management Association; then

the Employee is not entitled to any severance benefits.

Otherwise, if the Employee is terminated by the City, the Employee shall be paid his monthly base salary for six (6) months. Except for leave time and retirement, all other Employee benefits set forth in this Agreement shall continue until the expiration of the severance time.

10. RESIDENCY.

The Employee does not have to comply with the City Personnel Policy Manual residency requirement until ninety (90) days after the Employee closes the sale of his current homestead.

When pre-selling upgrades and repairs are concluded on homestead, no later than March 1, 2008, the Employee shall continuously have the current homestead for sale at a fair market value in an open and obvious manner, including a "For Sale" sign and occasional advertisements in the newspaper.

11. INDEMNIFICATION.

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim and demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties. The City will compromise and settle any such claim or suit and pay the amount of any settlement of judgment rendered thereon.

12. BONDING.

The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

13. GENERAL PROVISIONS.

This Agreement shall constitute the entire agreement between the parties. This Agreement supersedes any and all other agreements or contracts, either oral or written between the parties with respect to Employee's employment as City Manager. This Agreement may be amended, modified or otherwise altered only by a written amendment executed by each of the parties. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement shall be binding upon and inure to the benefit of the heirs at law, personal representatives of the Employee, successors and assigns.

It is acknowledged that both the City and Employee have drafted this Employment Agreement, including the language and provisions contained therein, and have had the opportunity to have such reviewed by counsel.

If any provisions contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilperson Horvath, Mayor Pro-Tem Owen, Councilpersons Bruff, Forster, and Mayor Robertson.

NAYS: Councilperson Cline.

*Clerk's Note: The above contract was signed Friday, October 5, 2007 upon completion of the requisite background checks.

BOARDS AND COMMISSIONS APPOINTMENTS

Motion by Councilperson Horvath to approve the following Mayoral boards and commissions appointments:

Name	Board/Commission	Term Expires
KEVIN MAGINITY Business owner/interest	Westown Corridor Improvement Authority	06-30-2009
TIM LAW Business owner/interest	Westown Corridor Improvement Authority	06-30-2010
SCOTT HILDEBRANT Business owner/interest	Westown Corridor Improvement Authority	06-30-2011
MARK LAMPHERE Business owner/interest	Westown Corridor Improvement Authority	06-30-2012
ALICE MORRIS Business owner/interest	Westown Corridor Improvement Authority	06-30-2009
NANCY VOGL Citizen of district	Westown Corridor Improvement Authority	06-30-2010
LINDA L. ROBERTSON Mayor/appointee	Westown Corridor Improvement Authority	11-09-2009

Motion supported by Councilperson Forster.

Roll Call Vote.

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

NAYS: None.

CONTRACT PAYMENT – BENTLEY PARK SIDEWALK INSTALLATION

Councilperson Cline inquired as to why easements from property owners had still not been secured for the installation of the sidewalk along South M-52 and he further inquired why the City was invoiced for lawn repair. City Engineer Ronald G. Baker responded that requests for easements were placed in November of last year with some inquiries still outstanding. He also indicated the charges for repair to the lawn in Bentley Park were included in the bid specs for the project.

Motion by Councilperson Forster to authorize the Progress Payment to Central Michigan Industries in the amount of \$11,930.00 for installation of sidewalk along Bentley Park performed to date.

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilpersons Horvath, Forster, Mayor Pro-Tem Owen, Councilperson Bruff, and Mayor Robertson.

NAYS: Councilperson Cline.

COMMUNICATIONS

Lisa Stechschulte. Letter regarding burning.

Richard Musson, Shiawassee Airport Board. Letter regarding the Multi-Unit Agreement governing the airport.

Joni M. Forster. Memo regarding graffiti under the bridges.
John F. Archer, Building Official. August 2007 Building Department Report.
John F. Archer, Building Official. August 2007 Code Enforcement Report.
Owosso Planning Commission. Minutes of Meeting of September 24, 2007.
Owosso Historical Commission. Minutes of Meeting of September 18, 2007.

Mayor Robertson commended Councilperson Forster for her creative idea in dealing with the graffiti problem under the bridges.

There was general comment on the great success of the Historical Home Tour.

Councilperson Cline commented on his ride-along with the City police department and their handling of burning complaints.

Councilperson Bruff commented on his personal feelings about burning.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, inquired as to why the new city manager earned his law degree but is not using it as an attorney.

Betty Coon, 1204 Palmer Avenue, commented on her feeling Councilperson Bruff was ignoring the will of the people on the burning issue. He responded, saying he was only speaking his personal opinion.

Judy Ford, 649 Adams Street, reiterated her desire to see more citizens at large on the proposed cable board, she presented examples of a board member application and the public television schedule for Grand Rapids. She also noted the practice of incinerating trash as an alternative fuel.

Burton Fox, 216 East Oliver Street, commented on Mr. Ford's comments that he made derogatory statements about him.

Councilperson Cline inquired as to when the intersection of Gould Street and Oliver Street would be repaired after the installation of new water main. It was noted that every effort had been made to get the contractor to repair the pavement. City staff will cold patch the area if no response is received.

Councilperson Cline also thanked Larry Cook for doing a superior job as Interim City Manager.

Councilperson Bruff welcomed new City Manager Joseph Fivas to the community.

Mr. Fivas thanked Council and the community for the opportunity to serve as its new City Manager.

Mayor Pro-Tem Owen expressed his disappointment that the burning issue is again in question.

Councilperson Cline inquired as to the earliest time the burning issue could be placed on the ballot. City Clerk Amy K. Kohagen indicated the election in late February would be the next available time.

ADJOURNMENT

Motion by Councilperson Bruff for adjournment at 8:35 p.m.

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

Linda L. Robertson, Mayor

Amy K. Kohagen, City Clerk