

THE CORUNNA CITY COUNCIL SPECIAL MEETING OF
MONDAY, DECEMBER 5, 2011
7:00 P.M.

PRESENT: Horton, Jessen, Sarrazin, Sliwa, Bennett, Reichert.

ABSENT: None.

GUESTS: Donna Kerridge; Diane Johnson; Sharon Morehouse; Robert Morehouse; Richard Wheeler; Brent Jones, Shiawassee Economic Development Partnership; Pastor Paul Dietzel, Faith Family Church; Merilee Lawson, City Assessor/Planner.

The meeting was called to order in the council chambers of Corunna City Hall by Mayor Kerridge at 7:00 p.m.

MINUTES OF THE PREVIOUS REGULAR MEETING: Bennett moved, Horton seconded, to approve the minutes of the previous special council meeting of 11-28-2011.

Roll Call:

Yes: Jessen, Sarrazin, Sliwa, Bennett, Reichert, Horton.

No: None.

Motion CARRIED.

AGENDA APPROVAL: Sarrazin moved, Reichert seconded, to approve the agenda with the addition of Item #5: Consider Council Meeting Schedule for Calendar Year 2012.

Roll Call:

Yes: Sliwa, Bennett, Reichert, Horton, Jessen, Sarrazin.

No: None.

Motion CARRIED.

APPROVAL OF VENDOR DISBURSEMENTS: Sarrazin moved, Reichert seconded, to approve the vendor disbursements for 11-11-11 through 11-23-11.

Roll Call:

Yes: Bennett, Reichert, Horton, Jessen, Sarrazin, Sliwa.

No: None.

Motion CARRIED.

CALL TO THE AUDIENCE: Richard Wheeler came to council to discuss the Preserve Ryan Leslie's Legacy program. Ryan was a graduate of Corunna High School and a sculptor. He felt moved to make a model statue of James Oliver Curwood. Ryan passed away this year and Wheeler is working with the Leslie family to create a full size statue of the model. The cost is \$50,000 and will be made of bronze. It will be mounted on a rock by Curwood Castle. Currently, there has been \$10,000 raised and nothing will be done until the money is completely raised. He wanted the area to know about this and to contact him if anyone would like to help with the project.

CITY MANAGER'S REPORT: Advised that he had nothing to report.

1. CONSIDER RESOLUTION 12-05-12-01 AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT CREATING THE I-69 INTERNATIONAL TRADE CORRIDOR: Brent Jones from the Shiawassee Economic Development Partnership stated that the basis of this agreement is to set up a partnership between Shiawassee, Genesee,

Lapeer, St. Clair and Oakland Counties, which are all along the I-69 corridor. They are trying to develop a Next Michigan Development Center (NMDC), a corporation that would join multimodal transportation assets, promote business growth, and create jobs in these communities. By working together as a region, we would have a larger pool of assets and resources which would open the door to various state incentives. However, it does not mean that we have to use the incentives. It just means we would not be shut out of state program opportunities. We would also have the option to recommend certain initiatives in participating communities, but we would retain the right to refuse anything that the corporation wants to do in the City of Corunna. There would be an introductory fee of \$10,000 for seed money, but SEDP has promised to pay that out of their budget with no cost to the city. Any municipality that signs on to the agreement will automatically get a seat on the Board of Directors, when that is created, so we will have a voice as to how it is run. It is a 25 year agreement, but if we give six month notice, the community can walk away from the agreement with no penalty. However, Jones stated that Sawyer found that there is a way for a community to walk away without six month notice. This is an opportunity to pool our assets and work as a group to draw investment to our community. The cities of Durand and Owosso were taking up this issue the same night as Corunna and the County Economic Committee of the Board of Commissioners voted 6-0 to recommend approval by the county. The Shiawassee County Board of Commissioners will vote on this issue on Thursday. Four of the five counties in the corridor have already signed on to the agreement. It is a take it or leave it agreement with no changes allowed to the contract. The \$10,000 fee is per year, for three years, for entire county and the intent of the SEDP to financially support this program for the three years. After three years, it will be up to the members of the board to decide what they want to do. The more communities who sign on now, the better. Once the group feels it has enough signatures, and files as a Next Michigan entity, probably in January, membership is then cut off. There is a provision to allow additional members after cutoff, but they are not sure what the fee structure would be at that point. Lawson stated that she could not see where we would lose by joining now and there is a lot to gain. Sawyer stated that Shiawassee County would not be the hub of the organization, but we would be included in the national marketing campaign. Sarrazin moved, Reichert seconded, to approve Resolution 12-05-12-01 authorizing the execution of an interlocal agreement creating the I-69 international trade corridor. Sliwa noticed that there was a typo in the resolution saying City of Owosso, not City of Corunna. Sarrazin moved, Reichert seconded to amend the motion on the table to approve Resolution 12-05-12-01, with the noted correction to the printed resolution.

Roll Call:

Yes: Sliwa, Reichert, Horton, Jessen, Bennett, Sarrazin.

No: None.

Motion CARRIED.

RESOLUTION 12-05-12-01

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT CREATING THE I-69 INTERNATIONAL TRADE CORRIDOR NEXT MICHIGAN DEVELOPMENT CORPORATION

Whereas, subject to the approval of the Michigan Strategic Fund (MSF) the Next Michigan Development Act, Act 275, 2010 PA 275, MCL 125.2951- 125.2159 (Act 275), allows for the creation of a Next Michigan

Development Corporation (NMDC) among local governmental parties for economic development purposes; and

Whereas, Act 275 provides, in part, that there first be in place an Interlocal Agreement under the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, (Ex Session) MCL 124.501 to 124.512 (Act 7); and

Whereas, Act 275 provides that the Act 7 interlocal agreement be approved by the governor of the state of Michigan before being submitted to the MSF; and

Whereas, this city council has been presented with the attached interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation (Act 7 interlocal agreement) for economic development purposes and deems it to be in the best interest of the city of Corunna to approve the Act 7 interlocal agreement and become a voting participant in the NMDC.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Corunna:

FIRST: that the city of Corunna has heretofore determined that it is advisable and in the public interest to enter into an interlocal agreement with nearby counties and local units of government that will create the I-69 International Trade Corridor Next Michigan Development Corporation,

SECOND: that the mayor and other city officials be instructed and authorized to execute for and on behalf of the city of Corunna an agreement substantially in the form attached;

THIRD: that the mayor and other city officials are further authorized to consent to nonmaterial adjustments and corrections to the form of the attached agreement as may be required by state of Michigan officers or agencies.

Ayes: _____ Nays: _____

Resolution declared adopted this _____ day of _____ 2011.

Clerk

2. CONSIDER LEASE AGREEMENT WITH FAITH FAMILY CHURCH TO USE THE COMMUNITY CENTER: Sawyer stated that this group has been meeting in the YWCA and is now looking for a new home. The lease proposal was made by the church. Sawyer added to the proposal that their church activities are not to interfere with any city events. The church proposed the \$1,000 fee per month, starting in February, 2012. They would like to take on the janitorial duties and will clean the building every week and provide supplies. Starting on January 1, 2012, they would be allowed to use the building, as a test, in exchange for in-kind service by continuing the renovation to the Community Center. There would be no permanent signage for the church used. Sliwa noted that the agreement was a 17 month agreement, not an 11 month agreement. Bennett moved, Jessen seconded, to enter into a lease agreement with Faith Family Church for use of the Community Center.

Roll Call:

Yes: Bennett, Jessen, Horton, Sarrazin, Sliwa, Reichert.

No: None.

Motion CARRIED.

LEASE AGREEMENT

This lease made on December 5th, 2011, by The City of Corunna (“Landlord”) and Faith Family Church (“Tenant”) on the following terms and conditions. Description of Premises: Landlord leases to Tenant and tenant rents from Landlord, the building commonly known as the “Community Center” located in Hugh McCurdy Park, Corunna, MI 48817, (“Premises”).

1. Term. For the term of 17 months, (ending June 30, 2013) from and after the first (1st) day of February, 2012, the Tenant paying for rent of said premises for said terms, the following monthly rental:

Monthly Rental Rate: \$1,000.00

All to be paid in lawful money of the United States payable in monthly installments in advance, upon the first day of each month and every month at Landlord’s address or said other place as Landlord may hereafter designate in writing.

Days To Be Used: Every Sunday (Upper & Lower Levels) (*)

1st and 3rd Sundays of each month; 8:00 a.m. - 10:00 p.m. (*)

2nd and 4th Sundays and any 5th Sunday; 8:00 a.m. - 2:00 p.m. (*)

4th Friday of each month; 5:00 p.m. - 10:00 p.m. (*)

(*) Tenant shall subordinate use to the City of Corunna for annual Parks & Recreation events (Labor Day Walk/Breakfast, Easter Breakfast/Hunt, 4th of July, Halloween Party, Festival of Trees).

Conditions:

- (A) Additional consideration shall be given when Tenant needs use of the building for an additional day for an activity. Tenant understands that there may be an additional charge for same.
 - (B) A non-exclusive storage area is to be provided for the storage of church equipment.
 - (C) The following equipment to be stored in the building shall include: stage, sound, chairs, pipe and drape. Items may include drum set, guitar amps, speakers, microphone stands and podium. Black pipe and drape will be used to conceal any items stored on the stage. All items are available upon request for the city to use.
 - (D) The stage will remain set up. In the event that the stage is needed for another venue tenant will remove all items from the stage with 24 hour notice to be given to tenant.
3. Use: Tenant shall use and occupy the premises for eleven (11) months and for no other purpose without the prior written consent of landlord. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any other governmental agency. Tenant shall not deface or injure the leased premises or the center, permit anything to be done on the leased premises tending to create a nuisance, or permit any activity in the premises which

will result in an increase of any premium or cancellation of any policy for insurance on the premises.

4. Operations:

- (A) Tenant shall keep all garbage and refuse in the kind of container specified by Landlord. If Landlord provides or designates a service for picking up refuse and garbage.
- (B) Tenant will clean the facility upon arrival and departure of each event. (General cleaning: floors swept, trash removed, restrooms, carpet vacuumed, glass cleaned)
- (C) Tenant shall keep the outside areas immediately adjoining the premises clean and free from dirt and rubbish to the satisfaction of Landlord, and Tenant shall not permit any obstruction in those areas.
- (D) Tenant shall not install any music system for the premises without Landlord's prior written consent. No aerial shall be erected on the roof or exterior walls of the premises or on the grounds without Landlord's prior written consent.
- (E) Tenant shall not use any loudspeakers, televisions, phonographs, radios, or other devices in a manner that can be heard or seen outside the premises and cause a disturbance to neighbors.
- (F) Tenant will supply all toilet paper, paper towel, toilet blocks, urinal screens and soap for the restrooms. Tenant will supply general cleaning supplies as necessary.
- (G) Tenant will have snow removed from sidewalks, drives and parking areas prior to and during tenant use as needed.

5. Taxes: N/A.

6. Maintenance and Repair: Tenant shall maintain and keep the premises in good condition and repair, including the exterior windows, the heating, electrical and plumbing systems. Landlord shall, at its expense, make all other repairs and replacements of the heating, equipment, electrical and plumbing systems. Landlord shall be obligated to make all other repairs and replacements of a structural or capital nature. Landlord shall be obligated to make repairs only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

7. Utilities: Landlord shall have all utilities servicing the premises metered in its own name and shall pay all charges and deposits for the utilities provided or used in the premises during the term of this lease. Landlord shall not be liable for accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond Landlord's reasonable control.

8. Liability Insurance: Tenant shall indemnify Landlord and save harmless Landlord from any liability or claim for damages that may be asserted against Landlord because of any accident or casualty occurring on or about the premises. Tenant shall, at its own cost and expense,

obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage approved by Landlord. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy. All insurance policies shall name Landlord and any persons designated by landlord as insured parties.

9. Damage or Destruction: If, during the term of this lease, the premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the same shall be repaired as speedily as possible at Landlord's expense unless this lease is terminated.
10. Remedies and Default: If Tenant (a) defaults in paying any sums to Landlord when due and does not cure the default within 15 days, there shall be a \$25.00, late charge.
11. Access to Premises: Landlord shall have the right to enter the premises at all reasonable hours to inspect the premises and to have access to the premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the premises.
12. Waiver: Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease or rules and regulations of the center shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations. This lease may not be changed, modified, or discharged orally.
13. Notices: All notices required under this lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth above, or to any other address that either party may furnish in writing during the term of this lease.
14. Quiet Enjoyment: Landlord covenants and agrees with Tenant and its successors and assigns that when Tenant pays the rent and observes and performs all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly possess and enjoy the premises for the full term of this lease as previously indicated in this Agreement.
15. Captions and Heading: The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
16. Applicable Law: This lease shall be construed under the laws of the State of Michigan. If any provisions of this lease, or its application to any person or circumstances, shall to any extent, be invalid or unenforceable, the remainder of enforceable to the fullest extent permitted by law.
17. Successors: This lease and the covenants and conditions shall insure to the benefit of and be binding on the Landlord and its successors and assigns and shall be binding on Tenants and permitted assigns of Tenants.
18. No Partnership: Any intention to create a joint venture or partnership between the parties is expressly disclaimed.

Landlord

Faith Family Church, Tenant

By: _____

By: _____

Date:

Date:

3. CONSIDER RESOLUTION 12-05-12-02 AMENDING THE 2011-2012 BUDGET: Sawyer stated that, since we now have an additional \$17,000 in revenue coming in during the next 17 months, he proposed moving \$10,000 into the Community Center budget to purchase material so the Faith Family Church can help finish the stage and drywall the kitchen in January. Mayor Kerridge stated that he would like to add an additional \$3,000 for the park so that lighting can be added. The poles are already up, although some need to be moved, so the money would just be for lighting. Bennett stated that he would like to see the plan on paper and put up for bids. He felt that it could not be done for \$3,000. It was suggested that a motion could be made not to exceed \$3,000, but Bennett said he felt it could not be done for \$3,000. Bennett stated that the city could use his bucket truck and he would donate putting the lights up. Bennett moved, Reichert seconded, to amend the 2011-2012 budget as presented with the additional item of lighting cost not to exceed \$3,000.

**RESOLUTION 12-05-12-02
RESOLUTION AMENDING THE 2011/2012 BUDGET**

Motion by _____, supported by _____ to adopt the following resolution:

WHEREAS, The City Council of the City of Corunna desires to Amend the 2011/2012 Budget to Adjust Departmental Expenditures and increase the Adopted General Fund Appropriation;

NOW THEREFORE BE IT RESOLVED, that the budget for the City fiscal year beginning July 1, 2011 after recommendation by the City Manager be amended by the City Council as described as follows:

<u>Fund. #</u>	<u>Fund. Name</u>	<u>FROM:</u>	<u>TO:</u>
101	General Fund	\$1,684,934	\$1,697,934

General Fund Expenditures:

<u>Dept. #</u>	<u>Dept. Name</u>	<u>FROM:</u>	<u>TO:</u>
967	City Services	\$413,139	\$426,139

BE IT, the same is hereby adopted, and the amount therein provided as recommended; appropriations are hereby appropriated according to the departmental totals.

BE IT FURTHER RESOLVED, to amend the following fund appropriations:

<u>Fund. #</u>	<u>Fund. Name</u>	<u>FROM:</u>	<u>TO:</u>
208	Parks & Recreation Fund	\$183,730	\$196,730

Roll Call:

Yes: Sarrazin, Horton, Sliwa, Reichert, Bennett.

No: Jessen.

Motion CARRIED.

4. DISCUSSION ON EVIP SECOND REQUIREMENT DEADLINE FOR CITIES TO INCREASE COOPERATION, COLLABORATION, AND CONSOLIDATION IN THEIR JURISDICTION:

Sawyer stated that EVIP is the state program that replaced statutory revenue sharing. The city was getting \$90,000 in statutory revenue sharing from the state, but to be eligible for the now \$60,000, that is being offered by the state, the city has to meet three criteria. The first was the “Dashboard Citizens Guide”, that had to be posted on the Internet and sent to the state by the October deadline. We met the deadline and the city will be getting \$20,000 for that. The next deadline is January 1, 2012. For that deadline, Sawyer must submit a plan for intergovernmental cooperation/collaboration/regionalization. The training he must attend for this is on December 17. This plan will not require council approval. It will involve listing areas where we are already cooperating with other communities, like the library, water, sewer, etc., then list where we could partner with other communities. The resolution for the interlocal agreement with five counties will be a part of that. The final deadline is on April 1, where we must show that we have made the required changes to our benefit plans.

5. CONSIDER COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2012: Sarrazin moved, Bennett seconded, that the council meeting schedule for 2012 be accepted.

Roll Call:

Yes: Reichert, Horton, Sarrazin, Bennett, Sliwa, Jessen.

No: None.

Motion CARRIED.

CALL TO THE AUDIENCE: Diane Johnson, 211 Hastings St., stated that she was not at the last council meeting, but she understood that some council members felt that her husband, Keith Johnson, was grandstanding. She wanted them to know who Keith Johnson really was. She went through his history with the city and stated that he has done nothing but good for the community. She would not call that grandstanding. Sarrazin asked to speak and stated that he was the one who made the comment. He also had been to the Johnson house and told them what a wonderful job that they have done for this city. But, he stated, when her husband comes to council, instead of calling city hall about the graffiti incident, it was out of line. If city hall had ignored the problem, and then if he had called a councilperson, and they ignored it, then this would be the forum. The Johnson’s are upstanding citizens of this city and no one has ever said any differently. But, he stated, when you step out of the normal process with a prepared statement, it was out of line and that was his belief. Johnson stated that they had been down to city hall several times about things that they had noticed and had talked to the girls in the office. Nothing ever gets done. So, you just stop

going there anymore and you go do it yourself. Her objection was that, instead of saying Keith grandstands, you should have said you wished Keith had gone to city hall first. The name calling was not necessary. Bennett stated that they can come to him at any time with a problem. Johnson, again, stated they had been to city hall many times about other problems and nothing was ever done. For example, a few years ago, a new business had put flyers up on the new lamp posts. When they took them down, there were pieces of tape left on the poles. They watched the pole for about two weeks and, when nothing was done, they asked city hall to call the business and have them take the tape down. The girl at city hall said they would get right on that. Two weeks later, the tape was still there. She and Keith finally took it down. Bennett stated that they could have gone into the business and told them they needed to take the tape down. Johnson stated that she understood that, but it was a business so she thought city hall should call them. Sarrazin stated that the protocol is city hall, your councilperson, and then council meeting. Johnson stated that she did not appreciate the name calling. Sarrazin stated that he did not call Keith a name. He said he did not appreciate the approach he used and called it grandstanding, apologized again, and that he met no disrespect. Bennett stated that he said he understood the comment to be that Sarrazin did not appreciate people coming down here and grandstanding. Sarrazin stated that it was not even in a public part of council, it was afterward. Robert Morehouse stated that he was there that night and talked for Keith and said that Keith was concerned about the City of Corunna. Morehouse stated that Sarrazin's response was at the call to the audience and he said that Keith was grandstanding. Sarrazin stated that he stands corrected and he was wrong. Sharon Morehouse asked what the charter says about her addressing council. She stated that Charter does not say that she has to go to city hall first. Bennett stated that everyone has the right to come to council and speak. Sliwa stated that she had not seen the graffiti either, but audience members stated that the members of the DDA should be ashamed of themselves and the DDA chairperson should be fired for not taking care of it even though she understood that the DDA members had not seen the graffiti either. She felt that could be part of the problem. Bennett stated that council should say something if an audience member makes a statement. Johnson wondered why council cannot answer questions of the audience or at least say that it will be looked into. Normally, the audience just gets blank stares. Jessen stated that it was explained to him that it is listed as Citizen Comments not Question and Answer. Sometimes, he felt, it was better not to respond. Johnson wondered if maybe you could at least say thank you for their concerns. Sarrazin stated that the mayor does say that a lot, but she said it has not happened recently. Rick Wheeler stated that he has been to council meetings where they have a time limit. Owosso has a four minute timer and the person is cut off at that time. Kerridge stated he does not like to do that, but if people start repeating themselves, then he does cut them off. Bennett stated he wanted to see the law that states a person only has three minutes to speak. The mayor presides over the meeting and can stop speakers, but there is no state law. Sawyer stated that it was in the Rules of Procedure and encouraged council members to read them. The Rules have limitations on speaking that were adopted by council. Bennett wanted to know when those were adopted and Sawyer stated that updates were passed two meeting ago. The current council voted on them.

COUNCIL ROUNDTABLE DISCUSSION:

Councilperson Sliwa: On the day it was very windy, some of the metal sheeting from the closed used car lot blew off the building and landed on Woodworth. She called city hall and the DPW was right there to pick it up. They must have called the owner too because another gentleman was also there. DPW cleaned it up within fifteen minutes of my call. She was very impressed.

Councilperson Bennett: Advised he had nothing to report.

Councilperson Jessen: Advised that his work schedule was questionable, but he will try to be here until council throws him out. There will be a decision on his work schedule made shortly.

Councilperson Sarrazin: Commented that there was not a list of building permits in the packets. He said there were two roofs on King St. that, if there were not permits pulled, there should have been. The park is gorgeous. People are coming to our city to see it and even though money is in a rough spot, it is going to a good cause and is not being wasted. The park is a draw to the community. You cannot thank the volunteers enough.

Councilperson Horton: The Festival of Trees is going as well as expected and they had a huge day on Sunday with Janine Kingsbury's dance group, even with the rain. The village was slow on Sunday. She stated that anyone can call or e-mail her with problems.

Councilperson Reichert: Wastewater Authority meeting is December 15 and encouraged people to attend and voice their opinions. He agreed with the comments on the Community Center and appreciated the volunteer time. He also thanked the church for taking a chance on the Community Center and letting people see it.

Mayor Kerridge: The carpet is in the Community Center and it has quieted it down quite a bit. When the church puts up the window trim, it will be the end of a long project for him. We need to keep going and get more renters. The park is beautiful. Again, it's the volunteers who make it happen, just like the Johnsons.

ADJOURN: Sarrazin moved, Jessen seconded, to adjourn.

Roll Call:

Yes: Bennett, Reichert, Horton, Jessen, Sarazin, Sliwa.

No: None.

MOTION CARRIED. Time was 8:37 p.m.

Charles Kerridge, Mayor

Nichole Cowdrey, City Clerk