

City of Corunna  
Special Joint Meeting  
Monday, March 31, 2003

Present: Corey, Jessen, Johnson, Mehigh, Runyan, Sanderson, Wagner.

Absent: None.

Guests: Joe Sawyer, City Manager; Anna VanHyfte, Caledonia Charter Township Clerk; Ed Bruckman, Caledonia Charter Township Trustee; Joe DeCaire, Caledonia Charter Township Trustee; Joe Janca, Caledonia Charter Township Trustee; Geraldine Hagadon, Caledonia Charter Township Trustee; Renee Essenburg, Caledonia Charter Township Treasurer; Shirley Sanderson; Jeff Hetfield; Dave Schaub; Brian Johnson; Tim Gibson; Todd Andrews; Keith Bailey; Jay Phillips; Janet Washburn, Parks and Recreation Director; Debbie Hoffman; Jim Hoffman; Cathy Spencer; Brian Mathies; Ray Murawa; Peter Goodstein; Avery Weaver; Helen Granger, The Independent; Gary Granger; Dan Pearsall; Bill Pearsall; Rich Warner; Scott Johnson, Fire Chief; Cal Hornus; and other concerned citizens.

The meeting was called to order in the Caledonia Charter Township Hall by Mayor Corey at 7:00 p.m.

AGENDA APPROVAL: Johnson moved, Sanderson seconded to accept the agenda as Presented.

Roll call vote:

Yes: Jessen, Runyan, Mehigh, Wagner, Johnson, Sanderson.

No: None.

Motion CARRIED

FIRE AGREEMENT NEGOTIATIONS: Runyan moved, Wagner seconded to suspend the Rules of Procedure.

Roll call vote:

Yes: Runyan, Wagner, Jessen, Sanderson, Mehigh, Johnson.

No: None.

Motion CARRIED

Mayor Corey suggested going over the proposed fire agreement from beginning to end. Joe Sawyer advised there were several copies of the proposed fire agreement with the first being copy dated 24 Feb 03, which was prior to his first meeting with Tom Wazny. After that meeting, another draft dated 25 Feb 03 was mailed to all township and council members. Mr. Sawyer further advised the former fire agreement had four amendments made to it over the nine-year term of the agreement, which he incorporated into the proposal. The current copy of the proposed fire agreement was sent out on 24 March 03, which is the copy he would be referring to. He also advised he received some feedback on several items and they were incorporated in the copy dated 31 March 03. Mr. Sawyer proceeded to review the proposed fire agreement. Peter Goodstein advised the state statute MSA 5.2640(6) et seq. in paragraph two should be removed from the agreement.

There were no questions about paragraph three and four. Anna VanHyfte advised it would be helpful to go through the proposed fire agreement dated 24 March 03 and discuss items later. Mr. Sawyer advised he would personally not recommend doing that. Mr. Wazny advised notes about the paragraph could be made in the margin otherwise everyone will be here all night. Mayor Corey suggested reviewing the proposed fire agreement and if there was something to discuss, then the item would be revisited. Mr. Sawyer stated he would try to be as quick as he could. Mr. Sawyer reviewed the following:

1. **PRIOR AGREEMENTS.** There were no questions.
2. **ESTABLISHMENT OF A FIRE DEPARTMENT.** Mr. Sawyer advised there were no changes being proposed to this item. Peter Goodstein advised this paragraph already exists so a change was being made to this item. Mr. Sawyer advised technically, the paragraph does not exist. Mr. Goodstein suggested changing Establishment of a Fire Department to Continuation of a Fire Department and changing the word “establish” to “continue” in the paragraph. Anna VanHyfte advised she wanted to return to item number one. The word “All” in sentence two changes the paragraph a lot. Mr. Sawyer advised upon adoption of the proposed fire agreement, anything owed prior to January 1 of this year would be history and there would be no retroactive issues. For example, water has not been billed to the township for 10 years. Mayor Corey asked Ms. VanHyfte if she wanted to come back to this item. Ms. VanHyfte advised yes.
3. **FIRE VEHICLES AND EQUIPMENT.** This item was reviewed. Ms. VanHyfte advised she wanted to revisit this item. Mr. Goodstein advised he had an issue with this item because it was his understanding that the equipment is now jointly owned.
4. **PAYMENTS FOR PURCHASES FOR NEW VEHICLES AND EQUIPMENT, EXPENSES, UPKEEP AND INSURANCE.** Mr. Sawyer advised it has been recommended that the fire Capital Improvement Fund be responsible for the purchase and acquisition of all equipment and vehicles. He further advised the fire run fees billed to people responsible for fires in both the city and township are placed into a Capital Improvement Fund by the fire board. There is a recommendation that a portion of this money be returned to whatever jurisdiction the fire occurs in to help offset payroll expenses. He also advised it is not the city’s intention to rob money from the Capital Improvement Fund so it has been proposed that both the city and township contribute \$5,000 annually to the Capital Improvement Fund, which will be used to make all payments. Ms. VanHyfte stated all timetables follow the city’s fiscal year and asked Mr. Goodstein if this was a problem. Mr. Goodstein advised he would want to talk to the auditors. Mr. Sawyer advised paragraph 4b has been stricken, paragraph 4c has been changed to 4b, and a new 4c paragraph was added. Ms. VanHyfte advised she did not have that amendment. Mr. Sawyer advised paragraph 4b has been combined into the old paragraph 4c. There were no questions about paragraph 4c.

5. USE OF FIRE VEHICLES, EQUIPMENT AND SUPPLIES. There were no questions about this item.
6. FIRE STATIONS. Mr. Sawyer explained the proposed changes to this item. Ms. VanHyfte advised she would like to revisit item six, paragraph a. There were no questions about paragraph b.
7. FIRE ADMINISTRATIVE BOARD. There were no questions about item 7a, 7b, 7c, 7e, or 7g. Changes were made to item 7d and Mr. Sawyer advised payroll and all expenses come out of the city's budget. Ms. VanHyfte advised she wanted to revisit item 7a. There were also changes to item 7f. Mr. Sawyer advised the changes to item 7h would work to the township's advantage since the township has the majority of the fire runs. He further advised the jurisdiction where the fire runs are at pays for the cost of the part-time firefighters. Ms. VanHyfte advised she wanted to revisit item 7h. Mr. Sawyer stated the fire board has the ability to buy equipment, which has been done in the past. He further stated he was trying to put some type of restraint on the fire board so the fire board does not go out and create a million dollars worth of liabilities for the governments without asking the governments for approval. The fire board should come to the government bodies if the fire board decides to purchase a \$500,000 fire truck to explain how the fire board intends to pay for the fire truck and to get approval. He also advised he added an additional sentence in the agreement dated 31 March 03 that states any purchase of vehicles or equipment which may result in the need for an increase in fire station facilities shall be approved in advance by both governments.
8. RECORDS. Mr. Sawyer advised the city council has requested that the Capital Improvement Fund be administered by the city as the other funds in the department are administered. It has been proposed to adjust the administrative fee to \$600 with a 50/50 split. Mr. Wazny stated he would like a monthly report on fire expenses forwarded to him, the township clerk and the fire board. Ms. VanHyfte stated she wanted to revisit this item.
9. WATER. Mr. Sawyer advised this is a very difficult area to administer and there have been no water billings to the township in the last 10 years. Since there is no dry well, the water comes from fire hydrants in Middletown or from fire hydrants in the city. Ms. VanHyfte advised she wanted to revisit this item.
10. FUEL. There were no questions about this item.
11. APPROPRIATIONS. Mr. Sawyer explained the township currently pays 58 percent of all the expenses, but under the new agreement, the city and township would each pay 50 percent of all fixed overhead expenses such as mutual aid runs, board wages, physicals, data processing, etc. He further explained it has been recommended that the variable expenses be reviewed every five years to see if these expenses need to be adjusted based on usage. Ms. VanHyfte stated she wanted to revisit this item.

12. PART-TIME FIRE PERSONNEL. Mr. Sawyer advised there were a few changes to this item. Ms. VanHyfte advised there were lines left out in the new agreement that were in the old agreement. She further advised she wanted to revisit this item.
13. FIRE PROTECTION AREA. There were no questions about this item.
14. TERM. Mr. Sawyer advised a 50-year term has been proposed. Ms. VanHyfte advised she wanted to revisit this item.
15. CANCELLATION. Ms. VanHyfte stated she wanted to revisit this item.
16. AMENDMENTS. There were no questions about this item.
17. PAYMENTS DUE. Mr. Sawyer stated this was a new item that has been recommended to be added to the agreement, which pertains to interest on past due payments. Ms. VanHyfte stated she wanted to revisit this item.
18. FACILITATIVE MEDIATION. Mr. Sawyer advised this was a new item that was being added to the agreement. Ms. VanHyfte stated she wanted to revisit this item also.

Mr. Wazny suggested discussing a few of the issues that are beneficial to both boards. He advised the township board has not gone over the proposed agreement as a board, and he could not make any promises as to what date the two governments could meet again but it would be within the month. Mayor Corey stated he would like to find some common ground to start with. He suggested discussing item number nine pertaining to water. Ms. VanHyfte stated she wanted to respond to Mr. Sawyer's comment about no water billings in the last 10 years. She presented a spreadsheet about invoices Caledonia Township has paid and it shows that the township did pay for water. Mayor Corey asked if everyone wanted to talk about past history or the future. Ms. VanHyfte advised comments were made that the township did not pay for water when that was not correct. Correct statements need to be made so the press, firemen and constituents understand. She further advised her information ties in with exhibit B, which she went over. Mayor Corey asked Ms. VanHyfte if the issue with water was that the city has stated the township has not paid for water when the township did. Ms. VanHyfte advised all of the areas need to be pointed out that the township believes are inaccurate. Mayor Corey asked if those areas are pointed out, would the township be willing to agree to number nine. Ms. VanHyfte advised she would not agree to anything this evening because there are too many issues that the board and township attorney have not reviewed. Councilperson Johnson stated she would like to go over Ms. VanHyfte's calculations also for the last ten years. Councilperson Mehig stated everybody could sit and point fingers at each other, which will never get an agreement. If no one wants an agreement, then everyone should pick up their toys and go home. He further stated if the township has to have time to review the agreement then fine and dandy, but if everybody wants to point fingers at each other then nothing will be gained. There is no sense in sitting here and beating a simple thing like who pays what for water and since no one can agree on this issue, then the meeting should be adjourned. Mr. Wazny stated the issue is not necessarily water, and he does not feel the township and city are far apart but the

township board has not looked over the proposed agreement as a board like the city has. Councilperson Sanderson stated the township has had the agreement for 30 days. Mr. Wazny advised just bits and pieces. He further advised the township needed to talk about the proposed agreement as a board just like the city has done in order to decide what the township wants to do. Councilperson Mehig advised Ms. VanHyfte has stated she would not make any decisions tonight so everyone is just spinning their wheels. He further advised maybe the city needs to review the proposed agreement too and it would be his motion to adjourn the meeting. Ms. VanHyfte stated she hopes the council does not misconstrue questions as anything but questions. The township was here to negotiate an agreement and not point fingers. Mayor Corey stated he did not think there was any attempt to disregard questions, but this is a negotiation and if the township board needs time to get together to go over the proposed agreement, then he did not have a problem. He further stated a time frame should be set up to come to an agreement, which goes to the integrity of how serious everyone is about putting together an agreement. He also stated if there are counter proposals, then it should be a counter proposal instead of stating he or she does not like this. If the township can give the city any counter proposals in writing ahead of time, then the city can meet about them so the city and township can do some serious negotiations. Gerry Hagadon stated that is what negotiations are all about. She thought the township and city were just going to talk about the proposed agreement tonight. Mayor Corey stated that he brought up the water issue because he thought this was an issue that both boards could agree on since both governments would pay for its own water. Ms. Hagadon stated she understands where Ms. VanHyfte was coming from too because the township does pay its bills. Mr. Sawyer advised he is always in favor of questions being answered because he has spent one and one-half years killing trees in the forest and this is the first time he has gotten any communication back. Ms. Hagadon advised there might be some other issues that could be resolved. Mayor Corey stated if council is willing, then council should give its best effort to try to get done what can be done tonight. Councilperson Mehig stated some decisions needed to be made tonight. If not, the township should take the time to review the agreement and decide what the township wants with counter proposals. He further stated pointing fingers at each other would never get the agreement resolved. Councilperson Johnson stated she agreed with Ms. Hagadon and she was not pointing fingers at her. Council should go through all of the township's points, leave criticism behind and go on. She further stated there should be no finger pointing or name calling because there is too much at stake right now. There is a room full of firemen that do not know what is going on and the situation should be taken care of right now. She also stated it was time to put the hatchets aside and be gentlemen and ladies. Discussion continued on the following:

9. WATER. Councilperson Mehig stated he wanted to go back to this item to see if this item could be resolved. Mayor Corey asked if there were any comments about item number nine. Ms. VanHyfte questioned the wording "Township's municipal water supply." Mayor Corey asked if the township had a municipal water supply. Ms. VanHyfte advised not at this time. Mr. Sawyer advised this was in anticipation of the township's water system. There are fire hydrants in Middletown, but he does not know if Owosso bills the township if those fire hydrants are used. He further advised if Owosso does bill the township for the fire hydrants in Middletown and it

was Corunna pulling the water from those hydrants for whatever reason, then this is an instance where the township should bill Corunna. Ms. VanHyfte advised the township does pay rent to Owosso. Mr. Sawyer advised the city does not have a rate for a non-tax entity because everybody pays the same commodity rate. He further advised the wording “non-tax paying entities” would be removed from this item. Mr. Wazny stated the township would want to be reimbursed for the water at the same rate the city is charging the township for their water. Joe DeCaire suggested doing an amendment later under item number 16. Dave Schaub stated the tankers are not really the issue. Councilperson Runyan asked if the hoses have meters on them. Mr. Schaub advised he would dread what the cost would be. Councilperson Mehig suggested going with whoever has the highest water rate. Ms. Hagadon and Mr. Wazny stated that proposal sounded good. A decision was made to remove “non-tax paying entities” from sentence one and change the second sentence to “The Township shall be paid by the City for water at the city’s commodity rate for water taken from the Township by fire personnel for all fires in the City.” Councilperson Johnson asked if there was a tentative agreement on this item. Everyone was in agreement.

14. TERM. Mayor Corey suggested going to a 50-year agreement because the cancellation in paragraph 15 allows either party to cancel the agreement with one year written notice. He stated a 50-year agreement was just a conceptual idea. If either party does not want to stay together, they can notify the other party per the termination language. Mr. Sawyer advised a 50-year agreement would avoid having an expired agreement like the city and township has now. He further advised it would be in everyone’s best interest to have a 50-year agreement since there is a one-year termination clause. Councilperson Mehig stated he was not satisfied with the one-year termination clause. The time element should be at least three years. Mr. Wazny advised he did not have a problem with one year because a building could be built within a year or other arrangements could be made. He further advised he thought 50 years was too long. Ms. VanHyfte advised she would like to defer to the township attorney. Mr. Goodstein stated he thought 50 years was a long time. He further stated he also had a similar problem with the cancellation clause because he was real uncomfortable about either governments giving up ownership of the assets. Mayor Corey asked what term would be appropriate. Ms. VanHyfte advised she would not have a problem with 10 years. Mayor Corey stated 10 years goes by pretty quick and suggested 15 or 20 years. He asked if there was a problem with the one-year cancellation clause except for the equipment purchase problem. Mr. Wazny advised he did not have a problem with the one-year cancellation clause, but he did have a problem with getting into a contract that puts everyone into three more generations ahead because no one has any idea what will happen between now and then. It is not fair for us to make decisions that will affect others later. Councilperson Mehig advised there would be the cancellation clause. Councilperson Johnson suggested making the term 11 or 13 years. Mayor Corey suggested 15 years. Mr. Wazny advised he would go along with a 10-year agreement for that reason. Councilperson Mehig stated he would prefer a 15-year agreement. Joe Janca stated he would go along with 10 years. Councilperson Mehig advised amendments could be made to the agreement. A poll was called for and Ms. VanHyfte, Ms. Hagadon and Mr. Wazny voted for 10 years, Councilperson Johnson

voted for 11 years, and the remaining board members voted for 15 years. A tentative agreement was reached with the term being changed to 15 years.

15. CANCELLATION. Mayor Corey asked if there were any objections to the one-year cancellation notice as stated in sentences one and two. There were no objections. Mr. Sawyer asked Mr. Goodstein if he was concerned with the appraised language. Mr. Goodstein advised no, he was concerned about the 50 percent language. Ms. VanHyfte advised a new fire truck was purchased in 1998 for \$148,200 and the township is still paying on that truck. Corunna is paying 42 percent and this raises a huge issue. She further advised the township is losing an asset. Mr. Goodstein stated he was not so concerned with what has been gained but was interested in the municipality transfers. Mayor Corey asked how much was left on the fire truck loan. Councilperson Mehig advised over \$50,000. Mr. Goodstein stated even if the truck was paid off, it would not answer his question. It was his understanding that the assets were owned by a specific percentage. Mr. Sawyer stated that is questionable at this point since the agreement has expired. Mr. Goodstein stated assuming the equipment is owned 58/42 percent, he was concerned about taking assets and transferring the assets for less than the township's value. He further stated at this point, there would not be any consideration. Mr. Sawyer advised he did not think anyone could look at just one quality in the agreement when the entire agreement provides consideration. He further advised he knows what Mr. Goodstein was stating but there are a lot of areas for consideration. Mayor Corey advised there is consideration for use of the vehicle. Mr. Goodstein stated he did not want to beat the issue to death, but he was concerned with this issue. Mayor Corey stated it looked like this was an area that would not be decided tonight and suggested that the township board get together and discuss this issue.

16. AMENDMENTS. A tentative agreement was reached on this item.

1. PRIOR AGREEMENTS. Mayor Corey asked what the issue was with this item. Ms. VanHyfte referred to the last sentence beginning with "All". She advised the prior agreement stated payments had to be paid by March 31 and the first payment that Corunna made was on June 25, 1993, which was half of the payment due on March 31. She further advised the township paid its first payment on March 31, 1993 as the agreement stated. Mayor Corey stated the township paid their payment on March 31, 1993, but the city did not make their payment until June. Ms. VanHyfte stated no, the city did not make their payment until the next year. If this was the city's first payment, the city would still be one payment behind. Mr. Sawyer stated he has sent the township several spreadsheets on this, but he has never received any communication back. Mr. Wazny advised Mr. Sawyer he did get communication back from the township because he sent back a spreadsheet. Mr. Sawyer went over the presented spreadsheet. He explained the 1993 payment would have been for 1993, a payment was made in 1994, and a payment was waived in 1995. It appears there was a period where no payments were made for several years, but the payments were caught up on January 21, 2002. Mr. Sawyer asked if anyone knew why the 1995 payment was waived. Ms. VanHyfte advised the payment was waived because Corunna requested the payment to be waived. Mr. Sawyer asked why the payment

was waived. Ms. VanHyfte advised she did not know. Mr. Sawyer stated if the waived payment was counted as a payment that means there were seven payments made. Ms. VanHyfte advised no, the waived payment could not be counted. Mr. Sawyer asked if the waived payment was waived or not waived. Ms. VanHyfte advised payments were due in 1993 through 2000, and part of 2001. She explained Corunna has paid six payments and one payment was waived. Mr. Sawyer stated that would be a total of seven payments. Ms. VanHyfte advised that was not correct. Mr. Sawyer stated then the waived payment was not being waived. Ms. VanHyfte stated her point at the very beginning of the conversation was there is still one whole payment plus one partial payment due. Mr. Sawyer stated assuming seven years were credited, that would take care of payments owed for 1993 through 1999. No payment was made in 2000 since the city was no longer in the hall and he did not understand why this has been so hard to understand. He further stated in March or April of 2000, there was a violation of the agreement when the township board rented the fire base space to the utility authority. He did not understand how anybody could argue that the city owes the township for 12 months in the year 2000, 2001 or 2002 when a truck was not there. Mr. Wazny advised a fire truck was in the township building in January, February, and March of 2000. Mr. Sawyer advised he revised his spreadsheet to include April so the city would owe the township for four months in 2000. Since the truck left the township, it has been stored in Corunna so Corunna would be owed for the balance of the two and one-half years. Ms. VanHyfte advised that is not what the agreement states. Mr. Sawyer advised the agreement states the township shall provide a space and the township did not. Ms. VanHyfte advised the previous agreement states the township shall be responsible for all expenses, insurance, maintenance and upkeep of the fire station located in the township. The city shall pay to the township as its share of said expenses, insurance, maintenance and upkeep the sum of \$2,172.24 per year with the due date to be March 31<sup>st</sup> of each year. She further advised the previous agreement does not make any reference to the housing of a vehicle. Mr. Sawyer stated if the city moves all of the fire vehicles to the township's parking lot then the city could keep charging the township rent. Councilperson Runyan stated it was his belief that when the fire vehicle was put in the township's building, the city paid per square foot. Mr. Sawyer asked if anyone on the township board could do a better job of explaining the situation to him. Ms. VanHyfte advised the contract was very clear and it does not talk about storing vehicles. The contract states the township owes \$13,920 and the city owes \$2,172.24. Councilperson Mehig asked if rent was charged when the city stored the fire equipment at the park. Mr. Sawyer advised no, but there was rent charged on the new invoice he passed out. Councilperson Mehig stated the fire equipment was stored free of charge. Mr. Sawyer advised yes, but the city is still expected to pay for space in the township even though the city's space has been rented to the utility authority. Councilperson Mehig stated everyone wants a fire agreement but if everybody keeps pointing fingers at each other about things that happened five years ago, there would never be an agreement. He further stated maybe some of the township board members do not want an agreement. Ms. VanHyfte stated the whole purpose for being at the meeting is to raise issues. People should be able to raise issues without being attacked or criticized for raising an issue. She further stated the fact that everyone was at the table speaks for itself that the township is interested in

negotiating a contract. Councilperson Mehigh asked why everybody would want to go back five years about some of things that the city has waived if the township is not willing to waive anything. This is a new contract and everyone needs to look towards the future and not the past. Mayor Corey asked if the sticking point was that Corunna still owes the township rent for that building. Ms. VanHyfte advised the sticking point was the word "all". Mayor Corey asked if the township feels the city still owes the township rent and the township wants to collect. Ms. VanHyfte advised yes. Mayor Corey asked how much the township feels the city owes. Ms. VanHyfte advised this was probably something the township board should talk about.

8. RECORDS. Mr. Wazny suggested leaving the \$600 per month open. Mr. Goodstein advised the township is looking at having outside accounting. Councilperson Johnson asked why the fee is a problem right now. Ms. VanHyfte advised it is a change. Mr. Wazny advised the fee has doubled. Councilperson Johnson stated so has the work.

18. FACILITATIVE MEDIATION. Mayor Corey asked if this item was an issue. Mr. Goodstein advised he did not think the township was ready to talk about this issue, but he likes arbitration better. Mr. Sawyer asked Mr. Goodstein if he would rather have binding arbitration. Mr. Goodstein advised yes.

10. FUEL. A tentative agreement was reached on this item.

5. USE OF FIRE VEHICLES, EQUIPMENT AND SUPPLIES. Councilperson Mehigh asked if this item gives permission for the use of fire vehicles to the governments and not the fire administration board. Mr. Sawyer advised yes. Mr. Wazny asked why the wording was changed. Mr. Sawyer advised the fire administration board is free to enter into contracts with other jurisdictions to provide fire service, but the other entities should be contracting with the fire board and not the governments. A tentative agreement was reached on this item.

6. FIRE STATIONS. This item was tabled.

7. FIRE ADMINISTRATIVE BOARD. A tentative agreement was reached on items 7a, 7b, 7c, 7e, 7f, 7g, but there was an issue on 7d about accounting. Mayor Corey asked if item 7d could be talked about. Mr. Goodstein advised he had to check with the auditors. Mayor Corey stated there were issues about item 7h.

Mayor Corey stated since it looks like the negotiations are at a place that will not proceed any further, then he would like to set up another meeting. This would give the township an opportunity to meet to discuss the contract. He further stated he felt the two boards could progress on this contract and he thought it could be done if another meeting was set tonight, which will work with the township's timeframe.

13. FIRE PROTECTION AREA. Ms. VanHyfte suggested taking a look at this item. Mayor Corey advised a tentative agreement was reached on this item. Mr. Goodstein suggested striking the first two words from the sentence.
12. PART-TIME FIRE PERSONNEL. Mr. Sawyer stated he had a chance to check out the previous agreement during the break and there was a whole section left out on the proposed agreement, which would have negated the change he made to this item. He advised he would re-insert the former language into this item. Councilperson Johnson asked why 11A Appropriations was a problem now since it was in the old agreement. Mr. Sawyer advised the proposal is to add two categories under appropriations. One category is 50/50 and the other is based on fire run history.

Mayor Corey asked if another meeting could be scheduled for the end of April. Councilperson Johnson advised she would like to have the city's attorney present at the next meeting. Mayor Corey suggested scheduling the next meeting for April 29 at 7 p.m. He asked city council when they would like to schedule the meeting. A decision was made to schedule the next meeting for Tuesday, April 29 at 7 p.m. at the township hall.

Scott Johnson stated it was a pleasure to see both boards sit down and talk about the new contract. The Corunna-Caledonia Fire Department has been a good service to both communities. He advised the fire run fees are paying for the new fire truck and not the city or the township. He further advised it is a pleasure to work with the group of firemen he has and to work with the fire board. Mr. Sawyer brought up a lot of issues, like the water and fuel, and there has to be some way to make it fair across the board for both the city and township. Mr. Johnson stated he hopes the city and township will keep the negotiation table open, take the stuff out of the sandbox and put it all together because if the boards do not do this, then each board does not look good in the newspaper or community. He further stated he has had several calls on different issues and has advised the caller to contact the two governments because he tries not to get involved in politics. He also stated he wants to keep the department functioning the way it is and he appreciated the time to say something.

Mr. Wazny stated the fire agreement expires tonight and he would like his board to make a motion to extend the contract another 60 days and have the city council do the same thing. Mr. Sawyer advised the city has been without a contract since December 31 because the city did not extend the fire agreement. Mr. Wazny called for a vote of his board to extend the fire agreement 60 days and there were all ayes and no nays.

CALL TO AUDIENCE: Dave Schaub, 2415 Lyons Road in Caledonia Township, stated he wanted to comment on three items that were discussed earlier. The first comment he wanted to make was about item 4a and suggested that each governmental unit make a payment the first month of their fiscal year because it does not matter when the money comes in as long as it comes in. He further stated the next item was 7f. If the word "owners" is removed, then it no longer makes the owner of a vehicle responsible for any fee just the owner of premises. Mr. Wazny advised the word "owner" was left in and the

word “operating” was removed. Mr. Schaub advised by moving the word “vehicle” the paragraph is saying that the vehicle is responsible and not the owner. Ms. VanHyfte asked Mr. Sawyer to re-read the paragraph. Mr. Sawyer advised Mr. Schaub had a good point and suggested re-wording the paragraph. Ms. VanHyfte stated then there is no agreement on this item. Mayor Corey advised he thought everyone was in agreement but thought better language was needed. Mr. Schaub stated the wording needed be changed to make sure the vehicle owner is responsible. Mayor Corey asked if the owner would be ultimately responsible for the driver of the vehicle. Mr. Schaub advised the owner is responsible and it would be his responsibility. Mr. Sawyer stated his original concern was about a person from Flint operating a vehicle in the city or township. Mr. Schaub stated he wanted to go to item 11a. Another fixed asset not listed under this item was the firemen’s clothing allowance and this should be included in this item. He encouraged patience on the part of both boards, and although the previous agreement was dated to be effective in January of 1993, he believed it was not signed until 1995. Ms. VanHyfte advised the agreement was signed in February of 1993.

Jeff Hetfield, 319 W. McArthur Street, stated he needed a little clarification about the annex building in the township. It was his understanding that the city or fire department was asked to remove the truck from this building prior to the expiration of the contract. He asked if the township received payment from the sewer authority when the fire truck was removed from the township until the end of the contract or did the building stay empty. Mr. Wazny advised when the fire truck left, the building was then leased to the utility authority, which was in April of 2000. Mr. Hetfield asked if this was at the same time the fire truck was removed. Mr. Wazny advised the utility authority had the larger portion of the building to begin with. The one end of the building was being leased for the fire truck. Mr. Hetfield stated then the township collected money from a different authority for that space and the township is also trying to collect money from the city. Mr. Wazny advised that was not true. Mr. Sawyer advised that is the city’s perspective. Mr. Wazny advised no. Mr. Sawyer advised yes. Mr. Wazny advised he pulled the minutes from the utility authority and the minutes reflected that the fire truck was there through the month of April of 2000.

Brian Johnson stated when the fire truck left the township building, the fire board was told there was no longer space available so the fire board discontinued using the space. He asked if there was an amendment to the contract to eliminate the verbiage and if this is where the hang up is. Mr. Wazny advised nothing ever happened to the contract and he has never asserted that Corunna owes the money from the time the fire truck left until this date. The rent stopped when the fire truck left and this is his personal definition on what

has happened. He further advised he checked the utility authority minutes to find out when the fire truck was removed from the building. Mr. Johnson advised the fire board minutes should show this too. Councilperson Johnson asked Mr. Wazny if the truck was in the township building the first four months of 2000. Mr. Wazny advised yes. Mr. Sawyer advised that was consistent with the information he handed out.

Mr. Wazny asked if the city was going to do a motion to continue the fire agreement. Mayor Corey advised no because from the city's prospective the fire agreement had expired so the city cannot continue an expired agreement. He further advised the city made a motion to authorize the fire board to continue to operate business as usual until there is a contract. Mr. Wazny advised this was the first time he has heard that the fire board has been authorized to continue to act. Councilperson Johnson advised the city council took that action a month ago. Mayor Corey stated the city council did not think it was appropriate to extend an expired contract. The city's intent is to continue as it has with the fire administrative board.

ADJOURN: Jessen moved, Johnson seconded to adjourn.

Roll call vote:

Yes: Sanderson, Mehig, Johnson, Jessen, Wagner, Runyan.

No: None.

Motion CARRIED Time was 9:41 p.m.

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STEVE COREY, MAYOR

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YVONNE F. LONG, CITY CLERK