

**CITY OF WILLIAMSTON
CITY COUNCIL
MARCH 9, 2009
REGULAR MEETING MINUTES**

1. Call To Order:

The meeting was called to order at 7:01 p.m. in the City Hall Council Chambers by Mayor Michelle Hyne and the Pledge of Allegiance was recited.

3. Roll Call:

Mayor Michelle Hyne, Mayor Pro-tem Michael Moody, Council members John Pratt, Carmen Siciliano, Scott VanAllsburg, and Ken Zichi. Absent: Traci Smith.

Also Present:

City Manager Lisa Hitchcock, Deputy Clerk Holly Thompson, City Attorney Dave Stoker, Police Officer Andrew Bellinger, JFM Productions, Enterprise Reporter Brad Ritter, Officer Robert Ott, Ingham County Road Commission William Conklin, citizens Paul & Dawn Marie Joseph, Tom Mitchell, Rosemary Philip, W Harrison Smith, Barb Burke, Brooke Locke, and other members of the public.

4. Approval of Agenda:

Motion by **VanAllsburg**, second by **Pratt**, to approve the agenda as presented.
Motion passed by voice vote.

5. Audience Participation:

Dawn Marie Joseph, Linn Road commented that the Liquor License is not finished for Gracie's Place. She added that the completion of the liquor license area will also help bring in new business. Ms. Joseph commented that the Senior Center is in need of carpet and new paint.

Rosemary Phillip commented that she is attending to represent the Chamber and encouraged Council to attend their meetings.

6. Council Minutes of February 9, 2009 & February 23, 2009:

On page 10, 3rd line from the bottom, change 'discriminating' to 'disagreeing'.

Motion by **Zichi**, second by **VanAllsburg**, to approve the Council minutes of February 9, 2009 as amended. **Motion passed by voice vote.**

On page 1, item 3., 9 lines down, change 'Zichi' to 'Siciliano' and 'Siciliano' to 'Moody and Pratt'.

Motion by **Moody**, second by **Siciliano**, to approve the Council minutes of February 23, 2009 as amended. **Motion passed by voice vote.**

Motion by **Pratt**, second by **VanAllsburg**, to allow Mr. Stafford to address the Council for audience participation. **Motion passed by voice vote.**

Larry Stafford commented that he still has not heard anything from the City Manager about the parking lot behind the stores. He stated that it is a common courtesy to call him and the City has let it slide too long. Manager Hitchcock will provide him with a timeline for paving.

7. Public Hearing- TIFA 2B Plan Amendment 7:05 p.m.:

Motion by **Moody**, second by **VanAllsburg**, to go into the public hearing for the TIFA 2B plan amendment. Yes: VanAllsburg, Zichi, Hyne, Moody, Pratt, Siciliano. No: None. **Motion passed.**

Public Hearing was opened at 7:25 p.m.

Mayor Hyne called for public comment on the TIFA 2b plan amendment and there was none.

Motion by **Moody**, second by **Pratt**, to close the public hearing. Yes: VanAllsburg, Zichi, Hyne, Moody, Pratt, Siciliano. No: None. **Motion passed.**

Public hearing ended at 7:26 p.m.

8. Presentation- Ingham County Road Commission:

William Conklin of the Ingham County Road Commission explained the project the Road Commission would like to pursue at the north end of the City. They are asking the City to contribute money to the project for the portion of the project that is within the City limits.

9. Presentation- Ingham County Hazard Mitigation Plan:

Sergeant Robert Ott spoke to the Council regarding the adoption of the Ingham County Hazard Mitigation plan. He explained that the City would need to adopt the plan in order to receive money from FEMA in case of a disaster.

10. Accounts Payable:

Councilman Siciliano reported that the accounts payable totaled \$64,404.19 with reference #'s 56279-56318.

Motion by **Siciliano**, second by **VanAllsburg**, to approve the accounts payable as presented with reference #'s 56279-56318. Yes: Moody, Siciliano, VanAllsburg, Zichi, Hyne. No: Pratt. **Motion passed.**

11. Action Items

11a. 2nd Reading of Zoning Ordinance:

Motion by **Siciliano**, second by **VanAllsburg**, to approve the second reading of the Zoning Ordinance amendment #313 as presented. Yes: Pratt, Siciliano, VanAllsburg, Zichi, Hyne, Moody. No: None. **Motion passed.**

11b. Resolution Authorizing City Council to Waive or Reduce Development Fees:

Motion by **Siciliano**, second by **Moody**, to table the resolution authorizing City Council to waive or reduce development fees. **Motion passed by voice vote with Zichi and VanAllsburg voting no.**

11c. Ingham County Road Commission Request:

Motion by **Pratt**, second by **Moody**, to table the Ingham County Road Commission request to include in the discussions for the next fiscal year budget for Corwin Road and 600 feet of North Putnam Street. **Motion passed by voice vote.**

11d. Ingham County Hazard Mitigation Plan:

Motion by **Pratt**, second by **Moody**, to approve the resolution approving the Ingham County Hazard Mitigation Plan as amended by changing 'Ingham County Board of Commissioners' to 'Williamston City Council' in the 'THEREFORE BE IT RESOLVED' section. Yes: VanAllsburg, Zichi, Hyne, Moody, Pratt, Siciliano. No: None. **Motion passed.**

11e. Putnam Street Closure for Chamber Craft Show:

Motion by **Moody**, second by **Pratt**, to allow Rosemary Philip to speak. **Motion passed by voice vote.**

Motion by **Moody**, second by **Pratt**, to table the request to close Putnam Street for the Chamber Craft Show until the Police Chief can be present at the next meeting. **Motion passed by voice vote.**

11f. Parks & Recreation Master Plan:

Motion by **VanAllsburg**, second by **Pratt**, to approve the Parks & Recreation Master Plan as corrected by removing the sentence on page six regarding sewer capacity. Yes: Hyne, Moody, Pratt, Siciliano, VanAllsburg, Zichi. No: None. **Motion passed.**

11g. TIFA 2B Plan Amendment Resolution:

In the TIFA 2B Plan amendment remove exhibit E and in the resolution correct 'TIFA 2A' to read 'TIFA 2B'.

Motion by **Siciliano**, second by **Moody**, to approve the resolution adopting the TIFA 2B plan amendment as amended. Yes: Moody, Pratt, Siciliano, VanAllsburg, Zichi, Hyne. No: None. **Motion passed.**

11h. Strategic Planning & Goal Setting:

Motion by **Moody**, second by **VanAllsburg**, to have the City Manager get the resumes for the proposals and seek information from MSU for an intern by the first meeting in April. **Motion passed by voice vote.**

11i. Appointment of Community Group to do Research on Historic Designation:

Motion by **Moody**, second by **VanAllsburg**, confirm the Mayor's appointments of Councilman Siciliano, Steve Eyke, Jane Johnson, Cliff Hart, Michelle Markstrom,

Sandy Whelton and Alfred and Amelia Wright with the tasks for the group provided at the next meeting. **Motion passed by voice vote.**

11j. Water Main Break Notifications:

Motion by **Siciliano**, second by **Moody**, to have the City Manager look into telephone and website notification of water main breaks whenever convenient.

Motion passed by voice vote.

11k. Stimulus:

Motion by **VanAllsburg**, second by **Moody**, to direct the City Manager to keep close track of the stimulus process and attend training sessions and have the City Manager update the City Council on the progress. **Motion passed by voice vote.**

11l. Michigan's Tourism Website:

Motion by **Moody**, second by **Siciliano**, to allow Brad Ritter to speak. **Motion passed by voice vote.**

Motion by **VanAllsburg**, second by **Moody**, to direct the City Manager and Community Development Director to take advantage of the Michigan Tourism website and update the events, city information and inform the business owners of the opportunity to use the site. **Motion passed by voice vote.**

11m. Cost Effective Use of Preventative Maintenance Treatments in Michigan Seminar:

Motion by **VanAllsburg**, second by **Zichi**, to have the City Manager confirm that they are signed up for the seminar. **Motion passed by voice vote.**

11n. Service Contracts and Attorney Opinion:

Moody: My short e-mail was just, we had to include an action item for service contracts and attorney opinion. Essentially what I was thinking is that we get an attorney opinion on this, differing opinion on what the Mayor signs versus what the City Manager signs. There was some differing opinion at the, two meetings ago I think it was, as to I don't know if you were at that one or not.

Stoker: I probably was not, so I'm not sure what the difference of opinion is. I know what my opinion is.

Moody: Well there's some question as to whether personal contracts like what the Mayor signs and ones they can't.

Hitchcock: I think what would be more productive is to have him put an outline together.

Hyne: I'd like to make a comment on that. I had requested multiple times and I know I had talked to Attorney Stoker and you had requested that I address it even though I don't have to request the City Manager and I did and on a legal opinion on the procedures regarding contracts and there was

I would say I have a concern over the way the McKenna contract was signed and my conversation with our legal counsel and with regard to your comment about the cost of attorney fees. This is one incident that is why we do have attorney fees is because that contract was not signed appropriately and I followed up on that with our legal counsel, I did in turn follow up with e-mails requesting procedures for a legal opinion because I thought that it was important that, that be spelled out by our attorneys since that was an issue and it would be very clear to all of us as a board. I e-mailed the City Manager on February 3rd requesting that and a review of any and all contracts that have been signed or presented to the City since I was elected Mayor and I have requested an identical copy of the original contract signed and then of course the attorney opinion. I have not received any response to my e-mail, February 3rd, I e-mailed February 10, I e-mailed February 16th and again on February 20th. I have not received any response courteous or otherwise. I then not receiving any information regarding the contracts I feel that's very significant to the City. It could potentially put us in a very bad position. I came in last week after a funeral and filled out a freedom of information act request. As a Mayor of this City I had to do that to try in my attempts to get the information I had requested 4 times. I did that, and I believe it's 5 days Attorney Stoker, is that correct that you receive a response?

Stoker: Unless there is an extension.

Hyne: Okay, I did not receive any response in that 5 days nor did I receive a request for an extension.

Hitchcock: I believe that's inaccurate.

Hyne: Pardon?

Hitchcock: I believe pretty much everything you said is inaccurate in my opinion.

Hyne: You know what I have the Freedom of Information Act request right here.

Hitchcock: You did fill out a FOIA, you were also sent an extension.

Hyne: I was not, when was I sent an extension? Was I?

Thompson: I put it in the mail.

Hyne: Okay, well I think it's pretty ridiculous okay?

Hitchcock: Is that the agenda item?

Hyne: It's contracts, service contracts.

Hitchcock: It changed.

Hyne: It didn't change. Has that changed, when I'm talking about service contracts and what I have to do to receive them?

Zichi: Well that's the problem with the item....

Hyne: I'm talking to Attorney Stoker please.

Stoker: As I understood the item is there's really, as I've read it and I've read it and I just read Mike's e-mail, I actually read it as two issues and it's probably because I have seen some of these e-mails. I think there are sort of two issues, so let me take the latter one first, the legal opinion. I think and I verbally raised this, I was actually going to raise this down in our attorney report so I'll raise it now, if I may indulge Council. One of the issues we have had is what's the process for utilizing our offices services for legal opinions; I can tell you what our practice has been and I would advise the Mayor and I would advise Lisa and I think Council that this is what our practice that we've done historically and unless we hear differently, this is what we'll continue to do but I think that why it's on the agenda to make sure if we're going to do something differently we deal with that and that is essentially, we will respond to legal requests for formal opinions, well really informal opinions from Council as a whole. You do that by resolution or direction, the Manager or the Mayor and that is historically how we have done it and if you don't want us to do it that way, we'd be glad to change it but we need to know, you know, we need to know that we're doing something differently. So that's sort of what I thought the legal opinion and it came out I think of the requests of some of these other issues, how do I go about asking that. Our belief is when we get a request from any of those bodies, we're going to respond and that's what our intent is unless we are to hear differently. So I guess if there's no intention to change that, we'll continue that practice and you probably don't need to take an action on that but if there is confusion then you should as a board change that and obviously it does relate to money, our services cost money, and so the reality is you probably don't want every staff person in the entire City giving me a call asking for an opinion because you know you'll have costs that you don't want to deal with. But that's how we've, to be honest, that's how we've typically dealt with it elsewhere. Occasionally we have in this City and elsewhere had individual Council members that we've dealt with questions on. Usually Council has directed them to do that, but it's usually Mayor, Council, or Manager. Second piece of it, and so if there's no issues with that I don't know if that's what you're intending Mike, that's how I....

Moody: No, that's good. Actually I, you know, I was going to go down that road on the attorney thing because I know there's been some discussion about well attorney fees or whatever. Along that line and the reason why that I think it's important to have you look at some of these issues is that

we've found as we've gone, at least in the few months that I've been here, that things weren't being followed per the Charter. You know sometimes we've had state law issues that you know it's good to bring to the attorney to clarify because like on the contract one that goes back to the service contract and I think what Michelle brought up is since we're, you know if we don't, who's supposed to be signing them? We don't get them reviewed properly we could subject our self to further attorney fees and litigations. So it's smart to have attorney opinions and this is one of the reasons why. For the service contracts I think it makes sense for us to have, like I said we have differing opinions, and then litigation later on because with the signing frankly it's almost smarter to have a Council and not just people who think that's the way the Charter reads.

Stoker: Well let me jump to the first part and that's the contracts, is I in an overview and on this you may need an opinion to go into more detail on that but and it's an overview for most contracts for services, for financial issues, for loans, the Charter requires the Manager actually the Clerk, but we have a Clerk/Manager now, it requires the Mayor and the Clerk to sign. Where it gets confusing is there's an exception that dovetails into essentially personal property, buying stuff if you will and that is tied into our purchasing policy which I think you were going to take a look at. I think, I mean the ideal method is to frankly have us approve contracts as to form it's not the cheapest way to be candid either. To a great extent in the past, Lisa and I have worked out situations where we'll have a form contract and if we'll kind of create it at one time and if it's approved there's not a lot to look at again, the second time, but that's only if you have a reoccurring contracts with an agency. The engineers, we tend to do lots of contracts, years ago we worked out a format, I'm not sure they've always followed it, but pretty close they have quite frankly, but you have different engineering firms occasionally. I guess the nuts and bolts of all that is if you want us to try to develop an addition to opinion, I think the opinion is going to be pretty basic, just like I've told you. Do you want some sort of different policy dealing with how contracts will be processed cause I'm sure Lisa could work with us on doing something along that line. If so what would you like to see?

Hyne: You know because my question you know I've been reviewing this and under 13.1 which you brought to my, and I will make this statement, you had called me, brought this to my attention, under 13.1 contracting authority of the Council, and it states right here clearly the power to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provision of law. And my other question; to me this is extremely serious and the other fact is as an elected leadership position of this Council which I respect and feel very honored to be in this position, that I have to, am required to e-mail the City Manager on four occasions on something this serious and receive no response whatsoever and you want to talk about why legal fees, we may incur them, when I'm isolated from responses on issues of this magnitude and I'm not

going to back down, I'm determined to protect the interests of this City and if I need to contact the (tape change). Is it common for a Mayor to have to FOIA from the City?

Stoker: No, no it is not common. I think we ran into this once before when you were a Council member and I guess the question, you know, essentially Council members need to be able to work with the Manager to make things work and obviously the difficulty the Manager could have is they could be pulled a thousand different ways by every Council member so it's got to be coordinated, but no it would be unusual to have to FOIA. That would be sort of the bottom line.

Hyne: I mean I e-mailed and that's pretty much roughly a week apart, give or take and you know so I don't understand and I mean I, we all work, most of us have some experience in government. I have never heard of such a thing and this as you mentioned when I was on the Council I had to FOIA again the City Manager would not give me the document.

Stoker: I think, that may have been a little different situation.

Hyne: It could be, it was a long...

Stoker: Because you were one of the seven and you would want to make sure you get the information as...

Hyne: But I was new on the Council also, I was new and but I'm not going to revisit that, I do not, I was not on the Council as long as the other members so, but to this extent this is significant and the other issue, at no time was my signature ever asked for that document by the City Manager, nor was it ever provided to me until our conversation when you revealed to me that I needed to sign that document.

Stoker: And the context of Council the question was, is there a valid contract, and of course the answer was no, not until the Mayor signs it and the concern is are there other contracts like that to be very candid and how do we go about fixing it. That's sort of one concern, but the second concern and I think maybe even a bigger one is how you want to deal with it prospectively, how do you want contracts handled.

VanAllsburg: Right there's the past and the future.

Stoker: And I would encourage you to kind of look to a procedure of how you're going to deal with the future if you're unhappy with the past and I can tell you that I don't think the past was in strict conformance with our Charter.

Hyne: There you go, there's a significant difference right there. The past was not in conformance with our Charter. You can say well that's the past

and we have the future. Well that past is very serious and when you, you know...

VanAllsburg: I agree it's serious but what I'm...

Hyne: There are liabilities there. Is there liabilities under law on that, through our Charter?

Stoker: In theory and again I can't really answer that cause I don't know what contracts have been signed and haven't been signed.

VanAllsburg: The fact that is serious or not is fine, but what are we going to do...

Hyne: Excuse me I want everybody can hear, you said that there probably is liability?

Stoker: Well where there could be issues is if there is a contract that the validity could be challenged that is to our benefit and then maybe someone could assert that it's not a valid contract, I think we'd be able to have legal defenses on that but bottom line is we should be following our Charter if possible.

Hyne: And what's the, what happens when you don't follow Charter?

Stoker: You could have questionable validity of some of your contracts.

Hyne: Okay.

VanAllsburg: So what do we do?

Pratt: Follow the Charter.

VanAllsburg: No I mean what do we do about the past?

Stoker: Fixing the past ones, well it depends on well let me back track and tell you as I understand I'm not aware of contracts that have not been approved by Council so and I suspect there are not some like that and as mentioned Council is the body that approves them. The Mayor has to execute them. So the ability would be to still exist for the Mayor to execute them if Council has already previously approved them.

VanAllsburg: You said execute, you mean to sign them?

Stoker: Sign. Now if there are any without Council's approval then you need to come forward and you need to have them approved. I don't know of any of them in that situation though, I think it's more of a signing issue.

Hyne: I'd like to ask the City Manager. You said that you mailed contracts to Attorney Stoker.

Hitchcock: I e-mailed a list of all the contracts that I've...

Hyne: Okay.

Moody: On the other issue on the boiler plate issue we're talking about you know the standard contract and the, my only concern is that we want, I mean I have to read every one of them and I think a boiler plate would be good, my concern was, I know on that last one in we had in our February 9th City Council meeting we signed the contract that McKenna gave us but there was a lot of things missing. Attorney Toskey talked about you know non-discrimination clauses, insurance provision to protect the City, you know and then employees of the contract are independent contract employees have to be indemnified to protect the City, a lot of things that are not...

Stoker: That was not the boiler plate. We had to rework the contract for McKenna with their community development contract and they had agreed to it and they didn't put that in that one but of course it was put in before it was signed by the Mayor.

Moody: Yeah, but it was signed originally, people thought that it was valid. It didn't have the correct stuff in it right and that's a danger. We want to have a contract that protects the City because we have these indemnification clauses for non-discrimination, that's state law, and there was a couple other things that were....

Stoker: Where I think continuing contracts work best is when you have an ongoing relationship, engineers for example. If you're going to have sort of a boiler plate engineering contract that covers liability and who's going to own the plans, and all of that sort of stuff and then you add projects and dollar numbers and they incorporate the prior agreement that is the best example of where that would work. We've sort of done that with the engineers, you know I think because we've dealt with them elsewhere frankly and let me just say that we've agreed to the terms. I'm not sure they really signed the exact form we wanted but everything we wanted was there and there were a number of those engineering ones like that I think that had not been fully executed.

Moody: So what would be an in between like, you know I don't want you to have to review every one but I just want to be sure this language, the fact that the City gets...

Stoker: One of the issues you may want to look at policies is there a dollar level, is there a dollar level where you think the agreements you want approved by us versus the ones that you are comfortable not being approved by us? That's not an uncommon way to deal with it.

Moody: The state law requirements don't we have to have them in there?

Stoker: Those should be in all the contracts.

Moody: We should be doing the state law...

Stoker: Right, and non-discrimination a classic one and another classic one is public entities cannot indemnify. It's very common, they get the boiler plate private sector agreement that says we're supposed to indemnify.

Moody: I just want to make sure those are getting in our contracts.

VanAllsburg: I want to make a couple comments.

Hyne: Yes.

VanAllsburg: The first is I don't want to crucify the City Manager over this issue. What I want to do is make sure we are moving forward in a way that makes sense and that costs us the least possible and still protects us so my comment would be that for awhile until the City Manager is comfortable with which contracts need to be reviewed and which don't they all should be reviewed and you two could work together to understand when they should be reviewed and when they shouldn't and what makes sense in terms of financially and safety wise. It's up to you two.

Stoker: I should make it clear, Lisa and I have talked...

Hitchcock: No, you need to make a policy.

Stoker: I should mention that Lisa and I have...

Hitchcock: Because I can guarantee you whatever I did would be wrong in some situations to some people.

Stoker: And I can tell you that Lisa and I have talked about this because I didn't ask for these agreements, that's probably why, I think I asked awhile ago, I think Bob Townsend I think asked for them didn't he? We have been talking about how to deal with this but we haven't, but I think we're going to need some guidance from Council on exactly how you want it done. It obviously it does take more time to go through and amend all these contracts and so there's, you mentioned Scott there is a cost issue, so you've got to do a little cost benefit analysis to a certain extent.

VanAllsburg: Given this whole situation right now in my opinion the attorney should be reviewing all contracts at this point. That would be my opinion based on what I'm hearing, based on what I know about this situation.

Hyne: I would like to also make it really clear and of course with your, I guess with your confirmation and correct me if I'm wrong but this is what, it is very clear under our Charter how these contracts are executed, correct? Cause I mean in all of this discussion people might be led to believe that it's not clear and we need to make these changes. As it stands today it is very clear how those contracts are executed.

Stoker: For personal service contracts I think it's very clear, where I think it gets a little bit foggy is on buying equipment, buying and that can be significant money, you can find yourself buying cars or vehicles and I think you would want those contracts to go through the same sort of formalized process. The Charter doesn't really cover those, it covers personal service, you know it doesn't cover items and I think you may want to in a policy deal with those. To a certain extent our purchasing ordinance does that and I think Lisa and I are unanimous that that's not a very clear process.

Hyne: I have a question though, what we're discussing tonight though is not personal property. It is the clear section very straight forward of the Charter regarding these contracts it is clear. Correct?

Stoker: Personal service contracts are pretty clear, not pretty clear, they're clear.

Hyne: Thank you. And the fact that you know the concern is as Councilmember Moody and you stated there is state law requirements that were not injected into that contract and the fact that that contract that was signed and was led to believe to be valid was correct, I mean basically people thought it was valid?

Stoker: I can't vouch for what people say, I can tell you it was not valid until you signed it and we fixed it before you were able to sign it.

Hyne: Because I mean I never was contacted to sign it so I'm assuming there was no intention for me to sign it since...

Stoker: The bigger concern is there are probably some other contracts that are not signed. I do think most of those probably have most of what we're concerned with in there but I haven't seen them all and Lisa and I are digging through, getting the, well I guess you have dug through and got them...

Hyne: And the fact that the contract that was provided was provided from McKenna, it was not anything that you reviewed, or that we reviewed to protect the City, that it was provided by McKenna correct?

Stoker: I'm sure that was their boiler plate contract.

Hyne: That was what you stated. Okay.

Moody: And I'd be happy to even just get a shorter opinion on who's got to sign, I think we know now, I mean, maybe a couple policy ideas for us to consider because I mean Attorney Toskey had a couple ideas and I assume there's plenty of them on how to do it and maybe if you give us a couple ideas and the cost related, I don't know...

Stoker: It would be good to have policy and it would be good as Lisa previously suggested, to take another look at your purchasing policy to make it more usable and frankly it doesn't have a procedure in there for us to do approval as to form either, I mean the simplest way to do it is that any contract that's going to be signed you want us to approve the form before you sign it. That's the simplest way to do it. It's not the cheapest way and most cost effective necessarily. We've got many clients that do it that way. I've got others who do not. So we need to kind of decide how you want to deal with that.

Moody: Yeah, you've given us a couple ideas to think about.

Hyne: I would like to though follow up on what you suggested, and all the e-mails I sent, a legal opinion I mean apparently we need to see that, that spells out the procedures and policies for signing contracts.

Stoker: Legal opinion for signing contracts.

VanAllsburg: We're not necessarily going to have you sign all contracts until the attorney opinion about it is? Why don't we not pay you for an opinion, why don't we just let you sign all contracts?

Hyne: It's not our Charter.

VanAllsburg: What do you mean it's not our Charter?

Hyne: He can't sign contracts.

VanAllsburg: No, you. You sign all contracts.

Hyne: Yeah, I think that's wise.

VanAllsburg: I mean under the situation that we have going right now I think that's the way we need to move forward.

Hyne: To protect the City.

Moody: Until we get a policy done you mean or something or just...

VanAllsburg: Yeah, if you've got to look at the Council as a whole has to look into modifying that policy at a later point in time that's cool too because then we might be able to modify it the way the process is...

Moody: I don't want to make it a forever thing I just want to make sure we're...

VanAllsburg: I think it's important to acknowledge that mistakes were made but I think I'm still like I said before I think Lisa's working in good faith trying to do a good job and I don't think we want to overly crucify her on this.

Hyne: You know what I just want to make this clear that I am not as you stated okay, this is an issue that was brought forward that is not created by this Council that I think is significant in any private sector business would be extremely serious and as far as I'm concerned the taxpayers, the residents of this community, we work for them. You can look at it as a business, you can look at it that way, but if you were in a business this would, absolutely not be tolerated and the fact that I did try to send communication not even a courtesy of a response and I also have questions regarding the FOIA since I requested on February 25th and a response was sent out Thursday, is that in compliance?

Stoker: It's 5 business days it's supposed to be mailed so I'd have to look at a calendar and count the days but.

Hyne: I don't know.

Stoker: It would be postmarked when it's mailed.

Hyne: I believe Wednesday was the 25th, so I came in on Wednesday the 25th. So was that in compliance?

Stoker: Again, I'd have to look at a calendar.

Hitchcock: It's not on the agenda.

Hyne: It's regarding the service contracts because in order to get those I had to do this and I still have not received them to this day and my e-mails were not responded to, the contracts were signed not in accordance with the Charter and I'm telling you government, we cannot accept what goes on in other cities and other communities within our own community. In this position people may not like it and they may shake their head and they may want to say well we need to move forward, I'm sorry you don't move forward on something like this until it is resolved and addressed.

Moody: Maybe we should move to get those, I want to make a motion that we get those service contracts provided to the...

Hyne: Legal counsel...

Moody: Legal counsel and the Mayor I guess would be good...

Hyne: Thank you.

VanAllsburg: Which contracts?

Hyne: Any contracts.

Moody: I guess the service contracts that haven't been signed? Is that what you're...

Hyne: That have been signed.

Moody: Well that have been signed.

Hyne: How would you like to term that, since I've been Mayor?

Stoker: Well I'm assuming what you're looking for is service contracts that have not been signed by the Mayor.

Moody: Yeah, move for that, move to have the...

VanAllsburg: But I thought that was already in process.

Hyne: I haven't received them that's why I had to...

Stoker: Apparently I've got a list of them and Lisa and I have talked about this. There are some out there and she was, and that's where the list came from, she was going to do some investigation on it.

VanAllsburg: So you've got a list and you don't have one.

Hyne: He just got it today apparently.

Stoker: I wasn't in the office today so I didn't see it but I'm sure I do.

VanAllsburg: But you don't just need the list though, you actually need the contracts themselves.

Hyne: I haven't even received, I haven't even received the original one supposedly, well I signed the revised one from McKenna, but the original one I requested I did get it from Attorney Stoker because I couldn't get a response from the City Manager. So again I had to contact our legal counsel more dollars, okay, and this is why. I'm isolated okay and this is a prime example.

Moody: I'd move to get those contracts provided for Council and Mayor and do an opinion on who signs them.

Stoker: On your procedure for signing and if it's really your intent to have us look at all contracts, I'm assuming you're looking at contracts not just purchase orders but all regular contracts, you would probably say until further notice that all contracts need to be approved as in form before they are signed by the Mayor and the Manager. Now having said that, I hesitate to suggest that because it will have some, it will have a dollar cost to it.

Pratt: You mean the Mayor and the Clerk.

Stoker: Yes.

Pratt: You said the Manager.

Stoker: It should be the Mayor and Clerk correct.

Moody: I mean what, I guess we should note what the dollar cost would be...

Stoker: I don't know how many contracts you have come through here that we don't see quite frankly. So I can't give you that.

Moody: Are we subject to legal liability for you know not having requirements in our contract. That's worth a lot of money too right? If something blows up on one of those contracts right?

Stoker: It's always hard to tell people to spend money to look at contracts because half the time they say oh, nothing ever happens with these, but then cause it is probably one in fifty contracts that blows up, but you want it worded right when it blows up. Those of you that are attorneys know that it's easy to have people to say oh, I don't really need to look at it legally, it will all work out, it's only when it doesn't work out, it's an issue. But having said that, I don't, I'm suggesting you want to do it that way, there is a cost and I don't want to be suggesting that you do something...

VanAllsburg: Yeah, this is...

Siciliano: If we're going to retro-actively review things, I think that we should put a price tag on it. Along the lines of contracts that are over a certain dollar amount.

Moody: That might be good. At least we're not... \$25,000 or something, \$20,000...

Stoker: If it helps on retro-active ones, most of those are probably already executed and performed. There's probably nothing we can do at this point

other than sign them.

Siciliano: I mean just to be clear, what we're talking about is potential liability.

VanAllsburg: What do we care, if it's a contract that has already been accomplished why do we care if it gets signed or not?

Hyne: It's called ethics and integrity. That's what it is and the legal liability, absolutely.

Stoker: It's more than that, some could have warranties that we'd want to make sure we get the warranties on and things like that. If it's an engineering contract and there's a problem with the engineering you want to have a valid contract when you go back and they're going to say you didn't do it right.

VanAllsburg: Well let me rephrase the question then; what could happen because a contract is not signed with something that hasn't been accomplished yet because it is not signed by the Mayor? What is the implication with that?

Stoker: The argument could be that it's not a valid contract, we haven't signed it yet.

VanAllsburg: Okay so it's not a valid contract so what's the implication of that?

Stoker: To the extent that we got what we paid for, probably nothing because it's already been performed we got what we wanted, we paid it. Where you run into the issue are the contracts where you might have some rights to go back at them. Did you plan this wrong, I mean there's...

VanAllsburg: Okay, so if they did faulty contract that wasn't signed by Michelle...

Moody: And you can't go back...

VanAllsburg: And because it's not signed by Michelle, we have no recourse, is that what you're saying?

Stoker: Well we would still try to push that you have recourse, you can bet that and that the Council approved it, but...

Hitchcock: Do you think they would come to you and say guess what?

Stoker: Depending on how much money was involved, but...

Hitchcock: Realistically you're the one that knows it's not signed they don't.

Hyne: This is where you get into the integrity issue again.

Hitchcock: Exactly.

Hyne: That is true.

Stoker: But you want the I's dotted and the T's crossed if you can on those. To me if in fact there is an already performed contract that is missing for instance a discrimination clause you probably cannot go back and put it in at this point, but you may still want to sign the contract if Council approved it. That's what it comes down to.

Hyne: What's the ramification though for not having these state laws, these guidelines met, this language implemented?

Stoker: The State Civil Rights Commission could conclude that you're not complying with the law. And I don't know if there's any contracts like that I can tell you the engineering ones we're using just as an example, they're including it. So it's not a problem there.

VanAllsburg: So if I'm hearing right, it's not just a matter of going back through the contracts and signing them, it's a matter of going back through the contracts and reviewing them?

Moody: Well I was thinking...

Stoker: No, I don't there's, it's not going to do a lot of, retro-actively it's not a lot of value and doing that, you probably just need to sign those.

VanAllsburg: Okay.

Stoker: Unless there's something wholly illegal in there and I doubt that's the case.

Hitchcock: Excuse me there's a motion on the floor and no second.

VanAllsburg: What was the motion?

Moody: I was trying to move it along you know do the motion to get those documents and get the attorney opinion and maybe get a policy or have them suggest a policy to us, but...

Hyne: I thought you did...

Moody: You had that additional idea of should we have them look at contracts going forward and then we had the idea of having a cap on that...

Hyne: I didn't think you finished it.

Moody: Yeah, so maybe...

VanAllsburg: Well it could be two motions.

Moody: Yeah, two motions, maybe break it up or something.

Hyne: Would you like to finish your motion?

Moody: Okay, how about, we'll make it one and then you know if people want to change it around. How about, I'll move to have the contracts that the Mayor hasn't signed provided to the Council and the Mayor and have an attorney opinion on you know briefly, who signs those and you know then clarify...

Hyne: The legal contracts.

Moody: Yeah, service contracts, or any contract and give us a quick run down on that and then how about on a going forward basis have the attorney look at our contracts over \$20,000 until further notice. Is \$20,000 a crazy number?

Stoker: I would hope it's not going to be that high, but...

Hitchcock: And I wouldn't even put in there until further notice. If future Council wants to change it, they can change it.

Moody: Make it a lower number, is that what you're saying?

Hyne: I'd say 5.

Moody: Oh, okay \$5000. Because the legal liability of \$5000 is so little is it more expensive...

Stoker: Now you're looking for contracts over \$5000 or that we're not going to spend more than \$5000?

Moody: Oh, I was looking at contracts over a certain number.

Siciliano: That's what I meant is, the prior contracts.

Moody: Because the cost of you looking at them...

Stoker: Okay, I was misunderstanding...

VanAllsburg: So moving forward our attorney will review contracts that are greater than \$5000...

Moody: Well greater than...

VanAllsburg: Greater than or equal to \$5000 and what about contracts that are less than \$5000?

Moody: Well I was kind of thinking \$20,000.

Stoker: I misunderstood you, that would be...

Hyne: Are you okay with that?

Moody: See my problem with the 5 is that it costs more, it costs them to look at the contracts so why would we want them to look at contracts.

VanAllsburg: Okay, so greater than 20?

Hyne: Greater than 20?

Moody: That way we're not spending money on something stupid. You know what I mean you know, but...

Hyne: Did you want to put a cost?

Moody: How about, we just, I won't put a cap on that unless, until further notice and then we'll consider it...

Siciliano: I can't make an educated guess on what...

Stoker: I can tell you, you have very few personal service contracts over \$25,000, if you have any. Over 20 rather. Other than the McKenna one, and some of the engineering ones that would probably be the limit for those.

Moody: Okay well that seems what we...

Hyne: Then we have the personal property, we've purchased police cars...

VanAllsburg: Okay so I got the going back part and I got the going forward part what I'm confused about is the attorney opinion that you're looking for.

Hitchcock: You still don't have a second on the motion.

Hyne: He's trying to state his motion. Okay will you support the motion?

VanAllsburg: Yeah, I'll second the motion, now I have a question; the attorney's opinion, I'm confused as to why we need an attorney's opinion don't we just need to follow the Charter?

Moody: Yeah, I guess that, as long as it's clear to everyone I guess what the Charter is, are we good with it?

Stoker: You guys may be all clear, and I'm not sure Lisa and I when you come to personal property contracts the it could get pretty gray in your legal backgrounds.

VanAllsburg: Okay so you agree that we need a...

Stoker: Well I'm not so sure you need an opinion as you need an amendment to your ordinance to clarify. To be candid the Charter unequivocally says that the Mayor is supposed to sign except for certain exceptions relating to or buying essentially personally property. Then we jump to the personal if it's done by ordinance you have a purchasing ordinance that sets forth a detailed procedure, a very complex one, too complex in Lisa's and my mind in doing bidding, but is totally silent on how contracts are signed. So as part of your purchasing ordinance you really needed to deal with okay what do we do with these contracts. You kind of solve the, I mean I would recommend quite frankly you have the Mayor and the Clerk sign them or the Mayor and the Manager or you know someone along that line. I can tell you it's not unusual to have the Manager, and the Mayor and the Clerk sign them, and they all sign for different reasons. The Mayor...

VanAllsburg: For personal property?

Stoker: All contracts frankly. The Mayor typically signs and is the legally binding signature on the contract, the Clerk signs to verify that the Council approved it, typically a Manager will sign to verify there's money to pay for it.

VanAllsburg: So anything we buy Michelle would have to come in and sign?

Hitchcock: When we first started talking you told me we'd need it for a purchase order for paperclips.

VanAllsburg: Right, that's what I'm getting at.

Stoker: That's where you need to look at where you would put dollar limits and where you would need to put, and I don't read purchase orders in your, I consider purchase orders contracts but I don't think your Charter and ordinance does to be very candid. It's kind of vague. Again it's something you need to clarify but no I wouldn't think that would make sense to have office supplies have contracts that make Michelle come in and sign for them. If it is a budgeted item.

Hyne: But too, we need to be clear that it's totally separate from service contracts. I would just like to ask Councilmember Zichi if I may, did you sign contracts when you were Mayor?

Zichi: I sure did.

Hyne: Okay, so they were provided to him, but they weren't provided to me.

Zichi: No, my understanding is that any contract that I needed to sign was provided to me and that is continued.

Hyne: What's continued?

Zichi: That process has continued, I don't know that it's changed.

Hyne: No contract was provided to me.

Zichi: Ever?

Hyne: The McKenna contract was provided after I revealed that it was revealed that it was not signed by me.

Moody: That's the whole problem.

Hyne: Yeah, yeah unfortunately and Attorney Stoker just said that there are contracts that were not signed by me.

Stoker: Yeah, I believe there probably are.

Hyne: Yeah, so that's the issue. So interesting, there was not a misunderstanding. Okay.

Moody: We have a motion and support for, how many things do we have on there Holly?

Stoker: Can I insert what I understand the legal opinion is it's got to have the question and Scott asked the question, you're asking for a legal opinion on the current procedures for executing contracts under the Charter and the purchasing ordinance.

Moody: Yeah.

VanAllsburg: Yeah, that's good. Lisa's raised her hand several times...

Hitchcock: Don't worry about it. Just facts.

Hyne: Did you want to make a statement?

Hitchcock: Nope.

Hyne: Okay, alright. Okay, anyone else wishing to comment?

Pratt: Could you have Holly read the motion please?

Thompson: Motion by Moody, second by VanAllsburg, to get the service contracts not signed by the Mayor provided to the City Council and Mayor and to have the Attorney give an opinion on who signs legal service contracts and have the Attorney look at contracts over \$20,000.

Stoker: I think you already have an ordinance or a resolution to revise the purchasing ordinance. That's already in the hopper.

Hyne: We've been dealing with that.

Pratt: Okay, thank you.

Hyne: That was my understanding, is that was in progress.

Moody: I don't know if the Council really needs to contracts that, I don't care if it's the Mayor and the Attorney that gets the contracts.

Hitchcock: Excuse me, I think what you're saying is different from what she has because she does not have them going to the Attorney, she has them going to the Council and Mayor.

Moody: Okay, yeah, just the Attorney and Mayor is all I'm worried about. Yeah I meant Counsel.

Hyne: Okay, any further discussion? Yes.

Siciliano: I'll just point out to the small number of people that are here we're not talking about any dollar amount that the Council hasn't approved. We're talking about contracts that the Council has approved and we're just, for me personally, I don't know how everything went down, I'm just saying that we're looking into correcting our policy in getting them signed. Not on how we decide if it's okay to spend the money. I just want to make sure it's clear. We're not on the hook for some terrible beastly that's going to screw us over at the moment, we just need to clarify and make sure our contracts are...

Moody: We're being proactive.

Siciliano: I don't necessarily mean, I'm just saying our clarification is just making sure that our contracts are completed in the appropriate manner, we don't have money that's not being spent.

Hyne: Right, you're talking about under the personal property contracts, where we're trying to clarify, but under and I mean I want this clear that under these service contracts it is clear under the Charter and the Charter was not followed. So under personal property contracts that's an entirely separate issue. So...

VanAllsburg: Yeah, I want to make one more comment.

Hyne: Yes.

VanAllsburg: This pertains back to the beginning of the conversation when you were saying that who could call you and ask for an opinion, the Council as a whole, the City Manager and the Mayor, I have no problem with that, I think that's how it should be but I want to make the point in that as a Councilperson, I have concerns about McKenna expenses and I have concerns about McKenna expenses and what does and doesn't fit into the primary retainer. I also have concerns about the defense attorneys in the same way in terms of seeing for example what did Lisa ask you to do, what did Michelle ask you to do. I want to know that as a Councilman. So I have two choices, I can come in and I can look at these if I want, or if Council as a whole is interested we could get those as part of our financial report, but I just want to make it, in my mind these are equivalent situations. They're both large sums of money and there are concerns as to that.

Hyne: You know I would like to say, I talked to Attorney Toskey while she was here at no cost, I mean we're paying but I was able to ask her in addition to her services here, those questions, with regard to cost for attorney fees and of course she's not here this evening but she said in all City Council business over the years there are issues that raise that are not any more significant than what we've experienced when you go through issues whatever they may be and she said we've dealt with and I believe it was in the minutes, that we've dealt with some unique issues that, and as Councilman Moody brought up that we have taken on issues that have not been addressed before. We have clarified our meeting process, the open meetings process, our agendas, the structure of our meetings, that were not addressed before and we're following today. So we are shedding light on these things and correcting them that have been practice for a long period of time so that's what we're doing we are moving forward addressing these issues, and I have to say I'm very pleased we are doing it, and we're functioning in a proper way. Now did it cost us a little bit to do that? Probably so, but you know what it's better than getting hit with a lawsuit too.

Moody: And that's all I was saying was I mean I think it's a good idea to look at all of this but...

VanAllsburg: I wasn't trying to question anything that anyone was asking to do that's been inappropriate. I'm just trying to make the point that level of detail is of interest to me. What are we spending this on?

Moody: I don't think the two are...

Stoker: If it helps, I think Lisa will vouch for, I think we give detail, maybe overly detailed bills...

Hitchcock: No I wouldn't because there are times that it says call from client, and I'm like did I call, did Michelle call, did Michael call?

Stoker: Well probably 95% of our bill is quite detailed and we send that, and whoever reviews your bills sees those and...

VanAllsburg: So if I looked at the bill I could see what I needed to know.

Stoker: Occasionally you get just a phone call that if it's a real minor manner and it's going to be a real small time frame, it might not have a lot there but any significant time on the bill it is probably enough detail that I worry whether it should be attorney/client privilege sometime, but that's how we present it.

Moody: I would advise being an attorney too is that I don't really relate the two, the McKenna and the attorney fees because one protects us from liability and the other one is doing Zoning Ordinance and it's important to do but we have one in place. You know what I mean?

VanAllsburg: I can tell you're an attorney because I feel exactly the opposite. I'm really more excited about what McKenna is doing that what the Attorney is doing.

Moody: I mean it's good stuff but one protects our money though and I mean it protects the City from lawsuits, and keeps us in line with the state law.

VanAllsburg: I think you could argue that you could have no attorneys and just spend the money defending lawsuits when they come up and do what you want.

Hyne: Holy smokes. Okay, anyone else have any other comments? Okay let's do a roll call vote please.

Motion by **Moody**, second by **VanAllsburg**, to get the service contracts not signed by the Mayor provided to the Attorney and Mayor and have the Attorney give an opinion on who signs legal service contracts and have the City Attorney look at all contracts over \$20,000. Yes: Zichi, Hyne, Moody, Pratt, Siciliano, VanAllsburg. No: None. **Motion passed.**

11o. Copyright of City Logo:

Motion by **Pratt**, second by **Moody**, to contact Mr. Reed to find out if the City logo has been copyrighted or trademarked. **Motion passed by voice vote.**

14. Staff Reports

14a. City Manager:

Manager Hitchcock submitted a written report for Council review and added that she met with the Township Supervisor regarding the cultural center and they voted to start helping to pay for the services.

14b. City Attorney:

No report.

14c. Treasurer:

A budget printout was submitted for Council review.

14d. Building Department:

A written report was submitted for Council review.

14e. Police Statistics:

Police statistics for February were submitted for Council review.

15. Audience Participation:

Terri Nelson, 444 Highland St., commented that she appreciates the Mayor, Mayor Pro-tem and City Manager. She questioned why she chooses to live in the City and why all the fees tacked on to the water bills. She believes the DPW should put a note on everyone's door for a water main break. She was appalled at what she has seen because she respects the Mayor. It makes her feel bad that she cannot trust the people in City Hall. The City Manager has been good to her. She appreciates what Council is trying to do. She believes that if she has to obey the law then everyone should have to.

W Harrison Smith asked when the Community Center purchase would be finalized.

16. Council Member Comments:

Councilman Zichi commented that the High School Band had all ones last weekend in Grand Ledge.

Councilman Pratt commented that he hopes Williamston does well in districts and wished everyone a happy St. Patrick's Day. He added that NIESA was approached by someone that wants to rent the old fire hall and they were told no.

Councilman VanAllsburg, commented that they now make bricks that are made of wood and made to look old.

Councilman Siciliano commented that the subcommittee met with the MEDC for the 109/115 building and they found out that MSHDA did not make it clear that they have to go with the prevailing wage. They will still be moving forward with the project regardless.

Councilman Moody commented that he and Councilman VanAllsburg are on a committee to set rates. They will be reporting back on the issue at the next meeting.

Mayor Hyne commented that the band was great. She congratulated Barb Vandenberg for being Chamber Member of the Year. She congratulated the Chamber on the success of the First Fridays.

17. Adjournment:

Motion by **Pratt**, second by **Zichi**, to adjourn. **Motion passed by voice vote.**

***Meeting Adjourned at 10:50 p.m.**

Respectfully Submitted by: _____
Holly M. Thompson, Deputy Clerk

Michelle A. Hyne, Mayor

Date Approved: _____