

The Crosswell City Council met in Regular Session August 2, 2010, at the William Aitkin Memorial Library, 111 N. Howard Ave., Crosswell, MI. Mayor McMillan called the meeting to order at 7:30 P.M.

Present: M. McMillan, M. Willis, J. Geiger, L. Krawczyk, R. Butler  
Administration: Interim City Administrator & City Clerk Suzanne Dobson  
Guests: John Espinoza, Jeffersonian Reporter Margaret Whitmer

- I. **PLEDGE OF ALLEGIANCE:**
- II. **APPROVAL OF MINUTES** from the Regular Council Meeting of July 19, 2010  
Butler moved to approve the minutes of July 19, 2010 as presented, second by Krawczyk.  
Motion Carried.
- III. **PUBLIC COMMENTS:**  
None
- IV. **APPROVAL OF AGENDA:**  
Willis moved to approve the agenda as presented, second by Butler. Motion Carried.
- V. **PUBLIC HEARING – PROPOSED ORDINANCE #167-18 – DISTRICT REGULATIONS:**  
Butler opened the public hearing for proposed Ordinance #167-18 District Regulations at 7:33 p.m., second by Willis. Motion Carried.
- VI. **CORRESPONDENCE:**
  - a. Planning/Zoning minutes – July 14, 2010: Receive and file.
  - b. Downtown Development Authority minutes – July 15, 2010: Receive and file.
  - c. Tifa minutes – July 16, 2010 & July 28, 2010: Receive and file.
  - d. Deckerville Community Hospital: Receive and file.
  - e. Parks & Recreation minutes – July 19, 2010: Receive and file.
- VII. **ADMINISTRATOR'S REPORT:**
  - Festive this weekend – departments have their wish list from the festival committee
  - Dumpsite will have a water pump installed.
- VIII. **COUNCIL MEMBER REPORT:**
  - A. McMillan: Don't forget to Vote
  - B. Willis: Pit Bulls – need to look at an ordinance for aggressive dogs.
  - C. Geiger: No report
  - D. Krawczyk: No report
  - E. Butler: Building on Wells St. demolition status.

**IX. UNFINISHED BUSINESS:**

a. Water Tower lettering: No change on cost, no agreement on wording. No action

b. Charter Amendments Resolution:

Geiger moved to adopt Resolution #08-02-2010 City of Croswell Charter Amendments and to forward to Governor and Attorney General's office, second by Willis.

Roll Call Vote: Geiger, yes; Willis, yes; Butler, yes; Krawczyk, yes; McMillan, yes. 5 yeas, 0 nays. Motion Carried.

**CITY OF CROSWELL, MICHIGAN  
RESOLUTION #08-02-2010**

WHEREAS, the City Council of the City of Croswell determines that it is in the best interest of the City to amend the City Charter to comply with changes to State law and to promote good and efficient government and to place those proposed amendments to the City Charter on the ballot for the election to be held on Tuesday, November 2, 2010.

NOW, THEREFORE BE IT RESOLVED that pursuant to MCL 117.21(2) the text of the ballot statements shall be submitted to the attorney general and pursuant to MCL 117.22 every amendment shall be submitted to the Governor of the State of Michigan for review and approval:

NOW, THEREFORE BE IT RESOLVED by a three-fifths vote of its members of the Council of the City of Croswell that the following nine amendments with proposed ballot language attached as Exhibit A are approved.

**I.** The following proposals for amendments to the City Charter are approved to be placed on the election ballot as provided in this resolution:

**CHARTER AMENDMENT PROPOSAL 1.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend the existing Charter language CHAPTER II SECTION 2.2, 2.3 and 2.9 to eliminate the primary election and only hold one non-partisan election in November of the odd numbered years.

**B. Wording of Proposed Amendment:** The proposed Sections 2.2, 2.3, and 2.9 Charter language provides:

**SECTION 2.2 REGULAR ELECTIONS.**

A non-partisan regular City election shall be held on the first Tuesday following the first Monday of November of the odd numbered years.

**SECTION 2.3 PRIMARY ELECTION.**

(Removed from Charter by Charter Amendment).

**SECTION 2.9 NOMINATING PETITIONS.**

Persons desiring to qualify as candidates for any elective office under this charter shall file with the City

Clerk a petition therefor signed by not less than twenty (20) no more than forty (40) registered electors of the City not later than 4:00 p.m. on the twelfth Tuesday before the odd year general election or special City election. Blank petitions in substantially the same form as required by state law for state and county officers, except for references to party, shall be prepared and furnished by the Clerk. At least one week before, and not more than three weeks before, the last day for filing nominating petitions, the Clerk shall publish notice to that effect.

**C. Statement of current wording of Section**

**SECTION 2.2 REGULAR ELECTIONS.**

A regular city election shall be held on the first Tuesday following the first Monday in November of each odd year beginning with 1985.

**SECTION 2.3 PRIMARY ELECTION.**

A non-partisan city primary election shall be held on the first Tuesday following the first Monday in August of each off year, beginning in 1985 provided if the date prescribed by state law for the holding of general fall primary elections shall be changed, the city primary shall be held on the day prescribed by state law for the holding of the fall primary. If, upon the expiration of the time for filing nomination petitions for any elective city office, petitions have been filed for no more than twice the number of candidates for such office to be elected at the next city election, then no primary election shall be held in respect such office and the Clerk shall publish notice of such fact. The candidates for nomination for each office to be filled the next city election, in number equal to twice the number of persons to be elected to each such city office, receiving the highest number of votes at any such city primary election shall be declared the nominee for the election to the respective offices, and their names, together with the names of persons for whom petitions have been filed for offices with respect to which no primary election was held, shall be certified to the election commission to be placed upon the ballot for the next subsequent regular city election.

**SECTION 2.9 NOMINATING PETITIONS.**

Persons desiring to qualify as candidates for any elective office under this charter shall file with the City Clerk a petition therefor signed by not less than twenty (20) no more than forty (40) registered electors of the City not later than the closing time of the City offices on the seventh Tuesday prior to the date of the primary and/or special city election. Blank petitions in substantially the same form as required by state law for state and county officers, except for references to party, shall be prepared and furnished by the Clerk. At least one week before, and not more than three weeks before, the last day for filing nominating petitions, the Clerk shall publish notice to that effect.

**D. Proposed Ballot Language attached as Exhibit A.**

**CHARTER AMENDMENT PROPOSAL 2.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER II, SECTION 2.12 to remove the City Attorney from the Election Commission and to replace with the City Treasurer.

**B. Wording of Proposed Amendment:** The proposed Section 2.12 Charter language provides:

**SECTION 2.12 ELECTION COMMISSION.**

An election commission is hereby created, consisting of the City Clerk, the City Treasurer and the Mayor. The City Clerk shall be chairperson. The Commission shall have charge of all other activities and duties relating to the conduct of elections in the City as required by state law. The compensation of election personnel shall be determined in advance by the commission, and shall be a fixed amount for each election; provided, such compensation shall not exceed the amount appropriated for elections in the budget, unless such increase shall first have been approved by the City Council as are other increases in appropriations for any department or function. The commission shall perform all of the duties required of city election commissions by state law and this charter. In the event of a conflict in election procedure as between the general election laws of the state and the provisions of this charter, or in any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed. When a city election is held on the same day as a national, state or county election or primary, the same election officials shall act in both the city election and the national, state or county election or primary.

**C. Statement of current wording of Section:**

**SECTION 2.12 ELECTION COMMISSION**

An election commission is hereby created, consisting of the City Clerk, the city Attorney and the Mayor. The city Clerk shall be chairperson. The commission shall have charge of all other activities and duties relating to the conduct of elections in the City as required by state law. The compensation of election personnel shall be determined in advance by the commission, and shall be a fixed amount for each election; provided, such compensation shall not exceed the amount appropriated for elections in the budget, unless such increase shall first have been approved by the City Council as are other increases in appropriations for any department or function. The commission shall perform all of the duties required of city election commissions by state law and this charter. In the event of a conflict in election procedure as between the general election laws of the state and the provisions of this charter, or in any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed. When a city election is held on the same day as a national, state or county election or primary, the same election officials shall act in both the city election and the national, state or county election or primary.

**D. Proposed Ballot Language attached as Exhibit A.**

**CHARTER AMENDMENT PROPOSAL 3.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to delete the existing Charter language CHAPTER V, SECTION 5.7 to allow standing committees.

**B. Wording of Proposed Amendment:** The proposed Section 5.7 Charter language provides:

**SECTION 5.7 NO STANDING COMMITTEE**

(Removed from Charter by Charter Amendment).

**C. Statement of current wording of Section**

**SECTION 5.7 NO STANDING COMMITTEE**

There shall be no standing committees of the Council.

**D. Proposed Ballot Language attached as Exhibit A.**

#### **CHARTER AMENDMENT PROPOSAL 4.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER XIII, SECTION 13.9 to add the definition of “default.”

**B. Wording of Proposed Amendment:** The proposed Section 13.9 Charter language provides:

##### **SECTION 13.9 DEFAULT.**

As used in this Charter, “default” means delinquent in payment of property taxes, assessments, a debt owed to the City, or the failure to fulfill a contractual obligation, whether monetary or conditional. If the person has not been provided at least thirty (30) days notice of the obligation, they shall be given a thirty (30) day period to rectify the obligation. The person shall be considered to be in default if one of the following applies:

- (1) Property taxes remain unpaid after the last day of February in the year following the year in which they are levied, unless the taxes are the subject of an appeal.
- (2) Another debt owed to the City, including unpaid utility bills or special assessments, remains unpaid thirty (30) days after the due date, unless the debt is the subject of an administrative appeal or a contested court case.
- (3) The failure to fulfill a contractual obligation remains uncorrected for a period of thirty (30) days, unless the failure to fulfill a contractual obligation is the subject of an administrative appeal or a contested court case.

**C. Statement of current wording of Section:**

##### **SECTION 13.9 DEFAULT.**

No definition of default.

**D. Proposed Ballot Language attached as Exhibit A.**

#### **CHARTER AMENDMENT PROPOSAL 5.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER III, SECTION 3.7 to comply with Public Act 212 of 1999 removing the residency requirement from the City Administrator appointment.

**B. Wording of Proposed Amendment:** The proposed Section 3.7 Charter language provides:

##### **SECTION 3.7 CITY ADMINISTRATOR: APPOINTMENT.**

The Council shall, as soon as possible with all due diligence after any vacancy exists in the position of City Administrator, appoint a City Administrator for an indefinite period and shall fix his/her compensation. The City Administrator shall be the Chief Administrative office of the City government. He/she shall have a college baccalaureate degree or its equivalent in a field pertinent to City administration, or he/she shall have had at least four (4) years experience in such public administrative work as would qualify him/her for the position of administrator, and said appointment shall be made without regard to his/her political or

religious preferences. No member of the Council shall be eligible for the position of City Administrator within two (2) years of the expiration of his/her last term on the Council.

**C. Statement of current wording of Section:**

**SECTION 3.7 CITY ADMINISTRATOR: APPOINTMENT.**

The Council shall, as soon as possible with all due diligence after any vacancy exists in the position of City Administrator, appoint a City Administrator for an indefinite period and shall fix his/her compensation. The City Administrator shall be the Chief Administrative office of the city government. He/she shall have a college baccalaureate degree or its equivalent in a field pertinent to city administration, or he/she shall have had at least four (4) years experience in such public administrative work as would qualify him/her for the position of administrator, and said appointment shall be made without regard to his/her political or religious preferences. The City Administrator need not be a resident of the City at the time of his/her appointment but shall become a resident thereof within one year after his/her appointment, and shall remain throughout his/her tenure in office. No member of the Council shall be eligible for the position of City Administrator within two (2) years of the expiration of his/her last term on the Council.

**D. Proposed Ballot Language attached as Exhibit A.**

**CHARTER AMENDMENT PROPOPAL 6.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER III, SECTION 3.18 so the City is not required, but may, have other administrative officers.

**B. Wording of Proposed Amendment:** The proposed Section 3.18 Charter language provides:

**SECTION 3.18 OTHER ADMINISTRATIVE OFFICERS: APPOINTMENT AND COMPENSATION.**

The other administrative officers may include but may not be limited to the Police Chief, D.P.W. Superintendent, Superintendent of the City Water Filtration Plant, Superintendent of the City Light and Power Department, Wastewater Treatment Plant Superintendent, Cemetery Sexton, and Ambulance Director. To the extent appointed, all such officers shall be appointed by the City Council upon the recommendation of the City Administrator. The City Council shall fix the rate of compensation for all appointed administrative officers of the City within the limits of budget appropriations.

**C. Statement of current wording of Section:**

**SECTION 3.18 OTHER ADMINISTRATIVE OFFICERS: APPOINTMENT AND COMPENSATION.**

The other administrative officers shall include but may not be limited to the Police Chief, D.P.W. Superintendent, Superintendent of the City Water Filtration Plant, Superintendent of the City Light and Power Department, Wastewater Treatment Plant Superintendent, Cemetery Sexton, and Ambulance Director all such officers shall be appointed by the City Council upon the recommendation of the City Administrator. The City Council shall fix the rate of compensation for all administrative officers of the City within the limits of budget appropriations.

**D. Proposed Ballot Language attached as Exhibit A.**

## CHARTER AMENDMENT PROPOSAL 7.

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER VIII, SECTION 8.9 to remove the bid amount of \$1,500 and allow the City Council to set the minimum competitive bid amount in May of each year by resolution.

**B. Wording of Proposed Amendment:** The proposed Section 8.9 Charter language provides:

### **SECTION 8.9 PURCHASING PROCEDURE.**

The City Administrator shall be responsible for City purchasing. Competitive prices for all purchases and public improvements shall be obtained, and the purchase made from, or the contract awarded to the lowest competent bidder deemed to be in the best interest of the City. On the recommendation of the City Administrator or Department Head and four-fifths Council approval, the bid requirement may be waived for the following reasons: 1) emergency purchases, 2) purchase of used equipment, 3) one-of-a-kind equipment or merchandise, 4) specialty services. However, formal sealed bids shall be obtained in all other transactions involving the expenditure of more than the amount as set by City Council in Resolution form by the second meeting in May of each year and the transaction evidenced by written contract submitted to and approved by the Council; provided that in cases where the Council indicates by formal resolution upon the written recommendation of the City Administrator or Department Head that it is clearly to the advantage of the City to contract without competitive bidding, it may so authorize. Such purchasing without competitive bids should, however, be limited to the above exceptions and shall be established by ordinance. The Council may also authorize the making of public improvements or the performing of any other City work by any City department or agency without competitive bidding. No contract shall be made with any person, firm or corporation in default to the City.

**C. Statement of current wording of Section:**

### **SECTION 8.9 PURCHASING PROCEDURE.**

The City Administrator shall be responsible for city purchasing. Competitive prices for all purchases and public improvements shall be obtained, and the purchase made from, or the contract awarded to the lowest competent bidder deemed to be in the best interest of the City. On the recommendation of the City Administrator or department head and four-fifths Council approval, the bid requirement may be waived for the following reasons: 1) emergency purchases, 2) purchase of used equipment, 3) one-of-a-kind equipment or merchandise, 4) specialty services. However, formal sealed bids shall be obtained in all other transactions involving the expenditure of more than One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) and the transaction evidenced by written contract submitted to and approved by the Council; provided that in cases where the Council indicates by formal resolution upon the written recommendation of the City Administrator or department head that it is clearly to the advantage of the City to contract without competitive bidding, it may so authorize. Such purchasing without competitive bids should, however, be limited to the above exceptions and shall be established by ordinance. The Council may also authorize the making of public improvements or the performing of any other city work by any city department or agency without competitive bidding. No contract shall be made with any person, firm or corporation in default to the City.

**D. Proposed Ballot Language attached as Exhibit A.**

## CHARTER PROPOSAL AMENDMENT 8 AND 9.

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER IX, SECTION 9.14 to amend the tax due dates from August 31 to September 14 of each tax year and to provide for a .25% increased penalty amounts for unpaid taxes.

**B. Wording of Proposed Amendment:** The proposed Section 9.14 language provides:

**SECTION 9.14 TAXES DUE - NOTIFICATION THEREOF.**

City taxes shall be due on the first day of July of each year. The treasurer shall not be required to call upon the persons named in the City tax roll, nor to make personal demand for the payment of taxes, but he/she shall give notice to the taxpayers of the City, at least ten (10) days prior to the due date of such taxes of each year, of the time when said taxes will be due for collection by publication, at least once, in one or more of the newspapers published or circulated in the City, or shall give such notice by first class mail addressed to the owners of the property upon which taxes are assessed according to the names of such owners and their addresses as indicated on the tax roll, which notice shall be deemed sufficient for the payment of all taxes on said tax roll. Such notice shall also state that payments of taxes may be made to him/her at any time up to and including the 14<sup>th</sup> day of September without penalty and that an addition of four (4%) percent shall be made on the 15<sup>th</sup> day of September and one percent (1%) on the first day of each month thereafter that the tax remains unpaid until returned to the county treasurer by the City treasurer. Failure on the part of the treasurer to give said notice shall not invalidate the taxes on said tax roll nor release the person or property assessed from the penalty provided in this chapter in case of non-payment of the same.

**C. Statement of current wording of Section:**

**SECTION 9.14 TAXES DUE-NOTIFICATION THEREOF**

City taxes shall be due on the first day of July of each year. The treasurer shall not be required to call upon the persons named in the city tax roll, nor to make personal demand for the payment of taxes, but he/she shall give notice to the taxpayers of the city, at least ten (10) days prior to the due date of such taxes of each year, of the time when said taxes will be due for collection by publication, at least once, in one or more of the newspapers published or circulated in the City, or shall give such notice by first class mail addressed to the owners of the property upon which taxes are assessed according to the names of such owners and their addresses as indicated on the tax roll, which notice shall be deemed sufficient for the payment of all taxes on said tax roll. Such notice shall also state that payments of taxes may be made to him/her at any time up to and including the 31<sup>st</sup> day of August without penalty and that an addition of three and three fourths (3.75%) percent shall be made on the first day of September and three-fourths percent (.75%) on the first day of each month thereafter that the tax remains unpaid until returned to the county treasurer by the city treasurer. Failure on the part of the treasurer to give said notice shall not invalidate the taxes on said tax roll nor release the person or property assessed from the penalty provided in this chapter in case of non-payment of the same.

**D. Proposed Ballot Language attached as Exhibit A.**

**CHARTER PROPOSAL AMENDMENT 10.**

**A. Purpose of proposed charter amendment:** The City of Croswell Charter Committee has proposed to amend CHAPTER IX, SECTION 9.15 to increase the interest on late unpaid general City taxes from 3.75% to 4% and increase the administrative charge on late unpaid general City taxes from 3.75% to 4%.

**B. Wording of Proposed Amendment:** The proposed Section 9.15 Charter language provides:

## **SECTION 9.15 ADMINISTRATION FEES AND INTEREST**

The taxes assessed in the general City tax roll, for each fiscal year, shall be due and payable on the first day of July of each year, and may be paid at any time on or before the last day of August of the same year, with an administration fee of one percent (1%). An additional charge of four (4%) percent shall be added to all unpaid general City taxes on the first day of September 15<sup>th</sup> day of September of the same year, and thereafter an additional charge of one (1%) percent shall be made and added to all such unpaid taxes on the first day of each month during which such taxes shall remain unpaid, until return thereof, together with such accrued penalties or charges, shall be made to the county treasurer. And the said county treasurer, or auditor general of the State, as the case may be, shall account to the City for all such accrued penalties of charges.

### **C. Statement of current wording of Section:**

## **SECTION 9.15 ADMINISTRATION FEES AND INTEREST**

The taxes assessed in the general city tax roll, for each fiscal year, shall be due and payable on the first day of July of each year, and may be paid at any time on or before the last day of August of the same year, with an administration fee of one percent (1%). An additional charge of three and three-fourths (3.75%) percent shall be added to all unpaid general city taxes on the first day of September of the same year, and thereafter an addition charge of three-fourths of one percent (.75%) shall be made and added to all such unpaid taxes on the first day of each month during which such taxes shall remain unpaid, until return thereof, together with such accrued penalties or charges, shall be made to the county treasurer. And the said county treasurer, or auditor general of the State, as the case may be, shall account to the City for all such accrued penalties of charges.

### **D. Proposed Ballot Language attached as Exhibit A.**

II. The City Clerk shall forthwith transmit a copy of the proposed amendments to the Governor of the State of Michigan for approval to the extent required by law and transmit a copy of the foregoing statement of purpose of such proposed amendment to the Attorney General of the State of Michigan for approval, to the extent required by law.

III. The proposed charter amendments shall be, and the same is hereby ordered to be, submitted to the qualified electors at the General Election to be held in the City of Croswell, the 2<sup>nd</sup> day of November, 2010, and the City Clerk is hereby directed to give notice of the election and notice of registration therefore in the manner prescribed by law and to do all things and to provide all supplies necessary to submit such charter amendment to the vote of the electors as required by law.

IV. The proposed amendments shall be published in full together with the existing charter provisions altered or abrogated thereby as part of the notice of election.

V. The canvass and determination of the votes of said question shall be made in accordance with the laws of the State of Michigan and the Charter of the City of Croswell.

## **CERTIFICATION**

I, Suzanne Dobson, City Clerk of Croswell, do hereby certify that Resolution #08-02-2010 was adopted by the City of Croswell at a Regular meeting of the City of Croswell Council held at the Wm. Aitkin Memorial Library on the on the 2<sup>nd</sup> day of August, 2010.

Vote on this Resolution, 5 members being present was as follows:

AYES: Geiger, Willis, Butler, Krawczyk, McMillan

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Suzanne Dobson, CMC  
Croswell City Clerk

\_\_\_\_\_  
Michael McMillan, Mayor

**EXHIBIT A**  
**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 1  
TO ELIMINATE PRIMARY ELECTIONS**

Shall Chapter II, Sections 2.2, 2.3 and 2.9 of the City of Croswell City Charter be amended to eliminate primary elections and only hold one non-partisan election in November of the odd numbered years?

Shall this proposal be adopted?

(            ) YES

(            ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 2  
TO REMOVE THE CITY ATTORNEY FROM THE ELECTION  
COMMISSION AND ADD THE CITY TREASURER**

**Purpose Statement**

The current City Charter section 2.12 requires the City Attorney to be a member of the Election Commission.

Shall Chapter II, Section 2.12 of the City of Croswell City Charter be amended to remove the City Attorney from the Election Commission and to replace with the City Treasurer?

Shall this proposal be adopted?

(            ) YES

(            ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 3  
TO REMOVE THE CHARTER PROVISION PROHIBITING STANDING COMMITTEES**

**Purpose Statement**

The current City Charter section 5.7 provides there shall be no Standing Committees of the Council.

Shall Chapter V, Section 5.7 of the City of Croswell City Charter be removed to allow City Council to create Standing Committees?

Shall this proposal be adopted?

(                    ) YES  
(                    ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 4  
TO ADD A DEFINITION OF “DEFAULT” TO THE CITY CHARTER**

**Purpose Statement**

The current City Charter does not allow the City to enter contracts with any person, firm, or corporation in default to the City. The Charter does not have a definition of “default”.

Shall Chapter XIII, Section 13.9 of the City of Croswell City Charter be amended to add the definition of “default” to include unpaid property taxes that remain unpaid after the last day of February, for debts owed to the City, including unpaid utility bills or special assessments or contractual obligations that remains unpaid thirty (30) days, unless the debt is the subject of an appeal or a court case?

Shall this proposal be adopted?

(                    ) YES  
(                    ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 5  
TO COMPLY WITH PUBLIC ACT 212 of 1999 TO REMOVE THE  
CITYADMINISTRATOR RESIDENCY REQUIREMENT**

**Purpose Statement**

The current City Charter Section 3.7 requires the City Administrator to become a resident of the City within one-year from appointment. Public Act 212 of 1999 of the State of Michigan makes this City Charter provision unenforceable.

Shall Chapter III, Section 3.7 of the City of Croswell City Charter be amended to comply with Public Act 212 of 1999 to remove the residency requirement for the City Administrator?

Shall this proposal be adopted?

(                    ) YES  
(                    ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 6  
TO REPLACE THE TERM “SHALL” TO “MAY” SO THE CITY IS NOT REQUIRED, BUT  
MAY, HAVE MAY HAVE OTHER ADMINISTRATIVE OFFICERS**

**Purpose Statement**

Historically, the City has not had a need to fill all the Administrative positions required by the City Charter.

Shall Chapter III, Section 3.18 of the City of Croswell City Charter be amended to replace the term “shall” to “may” so the City is not required, but may, have other Administrative Officers including the Police Chief, D.P.W. Superintendent, Superintendent of the City Water Filtration Plant, Superintendent of the City Light and Power Department, Wastewater Treatment Plant Superintendent, Cemetery Sexton, and Ambulance Director?

Shall this proposal be adopted?

- (                    ) YES
- (                    ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 7  
TO REMOVE THE MINIMUM COMPETITIVE BID AMOUNT OF \$1,500.00  
AND ALLOW THE CITY COUNCIL TO SET THE COMPETITIVE  
BID AMOUNT BY RESOLUTION IN MAY OF EACH YEAR**

**Purpose Statement**

Chapter VIII, Section 8.9 of the City of Croswell City Charter requires all purchases over \$1,500.00 to be bid by formal sealed competitive bids evidenced by a written contract to be submitted to and approved by the Council.

Shall Chapter VIII, Section 8.9 of the City Charter be amended to allow City Council to set the minimum competitive bid at any amount by resolution?

Shall this proposal be adopted?

- (                    ) YES
- (                    ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 8 TO CHANGE  
THE TAX DUE DATES FOR UNPAID TAXES**

**Purpose Statement**

The requested Charter Amendment will change the tax due dates from August 31 to September 14 of each year to match the dues dates for Sanilac County.

Shall Chapter IX, Section 9.14 of the City Charter be amended to change the tax due dates from August 31 to September 14 of each tax year?

Shall this proposal be adopted?

- (            ) YES  
(            ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 9 TO INCREASE  
PENALTY AMOUNTS FOR UNPAID TAXES BY .25%**

Shall Chapter IX, Section 9.14 of the City Charter be amended to provide for a .25% increased penalty amounts for unpaid taxes?

Shall this proposal be adopted?

- (            ) YES  
(            ) NO

**PROPOSED BALLOT LANGUAGE**

**PROPOSED CHARTER AMENDMENT 10  
TO INCREASE INTEREST AND ADMINISTRATIVE CHARGES ON UNPAID CITY TAXES**

Shall Chapter IX, Section 9.15 of the City Charter be amended to increase the interest on late unpaid general City taxes from 3.75% to 4% and increase the administrative charge on late unpaid general City taxes from 3.75% to 4%?

Shall this proposal be adopted?

- (            ) YES  
(            ) NO

X. **NEW BUSINESS:**

a. Ordinance #167-18:

Mayor McMillan asked if there were any comments regarding Ordinance 167-18 District Regulations.

With no comments or questions Willis moved to close the public hearing at 7:38 p.m., second by Krawczyk. Motion Carried.

Willis moved to adopt Ordinance #167-18 District Regulations, second by McMillan.

Roll Call Vote: Willis, yes; McMillan, yes; Butler, yes; Krawczyk, yes; Geiger, yes. 5 yeas, 0 nays. Motion Carried.

ORDINANCE #167-18  
ZONING ORDINANCE AMENDMENT

AN ORDINANCE AMENDING ARTICLE 6, SECTION 15.060 OF ORDINANCE #167

THE CITY OF CROSWELL ORDAINS:

Section 1. Section 15.060 of Article 6 of Ordinance #167, as amended is hereby adding the following regulation.

District Regulations – Each district, as created in this article, shall be subject to the regulations contained in this ordinance. Uses not expressly permitted are prohibited. Uses for enterprises or purposes that are contrary to federal, state or local laws or ordinances are prohibited. Waiver uses, because of their nature, require special restrictions and some measure of individual attention in order to determine whether or not such uses will be compatible with uses permitted by right in the district and with the purposes of this ordinance. Waiver uses are therefore prohibited uses unless a waiver of such prohibition is reviewed and findings submitted by the City Planning Commission as provided in this ordinance and approved by the City Council.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance held invalid for any reason, such holding shall be construed as affecting the validity of any of the remaining portions of this ordinance.

Certification

I, Suzanne Dobson, Clerk of the City of Croswell, do hereby certify that Ordinance No. 167-18 was adopted by the City of Croswell Council at a Regular meeting of the City Council held at the Wm. Aitkin Memorial Library on the 2<sup>nd</sup> day of August, 2010.

Vote on this ordinance, 5 members being present, was as follows:

AYES: Willis, McMillan, Butler, Krawczyk, Geiger

NAYS: \_\_\_\_\_

Further certify that said Ordinance No. 167-18 adopted by the City of Croswell Council on the 2<sup>nd</sup> day of August, 2010, was published once in The Jeffersonian, a paper published in Sanilac County and circulated in the City of Croswell, on the 8<sup>th</sup> day of August, 2010, this being the first and final day of publication of this ordinance.

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Suzanne Dobson, CMC  
Croswell City Clerk

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Michael McMillan, Mayor

- b. Proposed ordinance #167-19 – Zoning Change Industrial – Residential 1B:  
Willis moved to schedule a public hearing for September 7, 2010 at 7:30 p.m. for proposed ordinance #167-19 zoning change from Industrial to Residential 1B on the north side of Harrington between Melvin and Mills St., second by Geiger.  
Motion Carried.
- c. Don Levitt – Speed limit signs on Elizabeth: Mr. Levitt not present. No action
- d. Culvert Installation bids – Anderson Ave.: Receive 5 bids.

K & J Excavating Co., Minden City, MI  
\$13,650.00  
McEachin Excavating, Deckerville, MI  
\$21,350.00  
A-Emergency, Jeddo, MI  
\$28,500.00  
Marlette Excavating, Marlette, MI  
\$42,000.00  
Hinojosa Construction, Croswell, MI  
\$94,445.00

Willis moved to award the culvert installation contract to McEachin Excavating, second by Butler. Motion Carried.

- e. City Administrator Employment Agreement:  
Butler moved to approve the City Administrator Employment Agreement with John Espinoza, second by Willis.

Roll Call Vote: Butler, yes; Willis, yes; Geiger, yes; Krawczyk, yes; McMillan, yes. 5 yeas, 0 nays. Motion Carried.

### **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Croswell, hereinafter sometimes referred to as “City” and JOHN ESPINOZA, hereinafter sometimes referred to as the “City Administrator.”

## **RECITALS**

The City desires to obtain the professional services of JOHN ESPINOZA as City Administrator for the City of Croswell, as provided by City Ordinance No. 212.

JOHN ESPINOZA desires to serve as City Administrator of the City of Croswell.

In consideration of the mutual promises set forth herein, it is agreed by and between the City and the City Administrator as follows:

## **EMPLOYMENT AGREEMENT**

### **1. General**

The City hereby agrees to employ JOHN ESPINOZA to perform the function and duties of the City Administrator effective January 1, 2011 according to the provisions of City Ordinance No. 212. JOHN ESPINOZA expressly states that he has read and understands said City Ordinance No. 212 and that the terms of the same are incorporated herein by reference.

The effective date of employment shall be January 1, 2011. Prior to the effective date, JOHN ESPINOZA may have access to City facilities and attend City Council meetings in preparation for taking the City Administrator position. JOHN ESPINOZA understands and agrees this preparation period is voluntary and unpaid.

### **2. Compensation**

The City agrees to pay JOHN ESPINOZA at the gross weekly rate of \$1,201.92 (expressed as an annual rate of \$62,500.00) as compensation for rendering the above mentioned professional services. Said salary shall not be reduced during the term of this Agreement and may be adjusted after a performance review to be conducted within one year from the date of employment. Future wage adjustments may be considered from time to time and on an annual basis after a performance evaluation is made by City Council, and will take effect January 1<sup>st</sup> of each year.

### **3. Severance**

JOHN ESPINOZA agrees to provide at least 30 days advance written notice to the City of his resignation as City Administrator, unless otherwise agreed in writing between the parties. In the event JOHN ESPINOZA is terminated by Council during such time that he is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay his then weekly wage for a maximum period of 30 days from the date of termination. However, in the event that JOHN ESPINOZA shall obtain other employment during said 30 day period, then the City's obligation to pay JOHN ESPINOZA during that 30 day period shall be reduced dollar for dollar for the amount that JOHN ESPINOZA receives as pay for such other employment. Further, in the event JOHN ESPINOZA is terminated because of his conviction of any illegal act involving personal gain to him, then the City shall have no obligation to pay the above-described aggregate severance pay.

Further, upon termination of JOHN ESPINOZA's employment, JOHN ESPINOZA shall

arrange for the orderly transfer of his office and the City-owned personal property, records, documents, computers, computer software/hardware, disks and other items in his possession or control. Failure of JOHN ESPINOZA to do so, in addition to any other remedies the City may have, will terminate the City's obligation to pay severance pay required by this section.

4. Travel and Conference/Seminar Expenses

The City Administrator agrees to obtain prior City Council approval for conference/seminar and related expenses that the City Administrator desires the City to pay for. Further, the City agrees to budget as funds are available for the travel and subsistence expenses for official travel, meetings and occasions adequate to continue the professional development of the City and City Administrator, including but not limited to, the International City Management Association, national, state, and local government groups and committees and short educational courses and seminars as approved by the City Council.

5. Car Allowance/Cellular Telephone

The City agrees to reimburse JOHN ESPINOZA at the then mileage rate allowed by the Internal Revenue Code as an expense, when JOHN ESPINOZA uses his own automobile for City business. Further, the City agrees to reimburse JOHN ESPINOZA for the cost of a cellular telephone and monthly service up to \$50 per month while employed as City Administrator.

6. Other Working Conditions

Unless specifically modified by this Agreement, in addition to the specific provisions covered by this Agreement. JOHN ESPINOZA shall be responsible for providing health care. City will provide the following benefits.

a. Vacation Days: JOHN ESPINOZA shall be entitled to 2 weeks vacation in the 1<sup>st</sup> year of employment and may accrue up to 45 days. Upon termination of employment, JOHN ESPINOZA may sell back up to 30 unused accrued vacation days.

b. Sick Leave: JOHN ESPINOZA shall be entitled to 1 sick day per month and may accrue up to 45 days. Upon termination of employment, JOHN ESPINOZA may sell back up to 30 unused sick days.

c. Holidays – as stated in Utility Workers Union Contract

d. Group Life Insurance – as stated in Utility Workers Union Contract

7. Outside Employment

It is understood by both the City and JOHN ESPINOZA that outside employment by the City Administrator shall not conflict with the best interests of the City.

8. Termination of Employment by the City Administrator

Before actually terminating his employment with the City, JOHN ESPINOZA agrees to

give the City Council at least thirty (30) days advance written notice of his termination date. JOHN ESPINOZA also agrees, if so requested by the City Council, to offer his assistance in the selection and initiation of the succeeding City Administrator.

9. Retirement

JOHN ESPINOZA shall be eligible for MERS retirement benefits “Defined Contribution Plan” with an employee contribution only.

10. At-Will Relationship

It is expressly agreed between the parties hereto that this relationship between the parties is an employment at will, and that either party hereto is free to terminate the employment relationship at any time and for any reason or no reason at all, for any cause or for no cause at all, providing 30 days written notice to the other party of their intent to terminate the relationship. This means that the City has the right to discharge the City Administrator at any time, with or without cause or reason. It is expressly agreed and understood that this is the entire agreement between the City and the City Administrator on the subject of discharge, termination and/or layoff and this policy cannot be changed, except by the City and the City Administrator, by a written amendment hereto. It is further understood that the City Administrator is appointed by the City Council for an indefinite term and may be severed from employment by a majority vote of its members. This provision is subject to the severance pay benefits set forth at paragraph 3, above.

**I HAVE READ AND I UNDERSTAND ALL OF THIS PARAGRAPH.**

11. Other Terms and Conditions of Employment

a. The City agrees to pay the City Administrator for his attendance at any meeting (except City Council meetings) outside the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, if approved by City Council. The City Administrator shall request compensation for attendance of any such meeting and the amount of compensation and the decision to compensate the City Administrator is in the sole discretion of City Council.

b. The City agrees to provide a reasonable budget for professional dues and subscriptions necessary for JOHN ESPINOZA’s full participation in national, regional, state and local associations and organizations that the City deems necessary and desirable for his professional participation, growth and advancement for the good of the City.

c. The City Council may affix such other terms and conditions of employment from time to time as it may determine relating to the duties of the City Administrator, providing such terms and conditions are not in conflict or inconsistent with the provisions of this Agreement or City Ordinance No. 212.

d. Notices required under this Agreement shall be deemed to be effectively given if, and on the day, such written notice shall be mailed to the last known address of the person to be notified, with postage for ordinary mail service (1<sup>st</sup> Class) fully prepaid thereon; personal service shall also be effective on the date of such service.

e. This Agreement shall only be amended, modified, or changed in writing and signed

by the parties to this Agreement or their authorized agents.

f. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provision, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

g. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce any term of this Agreement shall be solely in the State Court for the County of Sanilac, State of Michigan. The prevailing party in any action brought pursuant to or to enforce any term of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorney fees, from the first demand through any appellate proceedings.

12. Effective Date

This Agreement shall take effect \_\_\_\_\_, 2010.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

Approved as to Form:

Approved as to Substance:

\_\_\_\_\_  
Gregory T. Stremers, City Attorney

\_\_\_\_\_  
CITY OF CROSWELL by MIKE  
MCMILLAN, its Mayor

\_\_\_\_\_  
JOHN ESPINOZA, City Administrator

- f. Land application of Bio-solids bids: Received 2 bids.  
BioTech Agronomics, Inc., Beulah, MI - \$25.00 cubic yard  
Synagro, Baltimore, MD - \$23.75 cubic yards

Recommendation from WWTP Supervisor Dave Steele to reject the bids, due to additional cost for the land application.

Geiger moved to reject the land application of bio-solids bids, second by Willis.  
Motion Carried.

- g. Trucking of Bio-solids bids: Received 4 bids.  
Hinojosa Construction - \$5.50/yard  
Alexander Trucking - \$5.50/yard  
Palmer Farms Inc. - \$6.00/yard  
S.A. Torello - \$4.40/yard

Recommendation from the WWTP Supervisor Dave Steele to accept the bid from S.A. Torello. There is also a landfill fee of \$14.50/yard. Approximate yardage to be hauled is 1,300.

Butler moved to accept the bids and to award the contract to S.A. Torello at \$4.40/yard, second by Willis. Motion Carried.

h. Building Inspector Contract:

Geiger moved to approve the Building Inspector Contract with Barbara Cutcher effective September 1, 2010 and ending August 31, 2011, second by Willis.

Roll Call Vote: Geiger, yes; Willis, yes; Butler, yes; Krawczyk, yes; McMillan, yes. 5 yeas, 0 nays. Motion Carried.

CONTRACT BETWEEN THE CITY OF CROSWELL AND BARBARA CUTCHER

JOB: I, Barbara Cutcher, as Building Inspector and Deputy Zoning Administrator hereby agree to execute and abide by, to the best of my ability the following duties:

Full and complete understanding of local Zoning Ordinances, International Building Code and International Residential Code, rules, regulations and standards.

Administer all required procedures, notices, permits and plan reviews required by the Zoning Ordinances, IBC and IRC as per Michigan State Construction Regulations and the City of Croswell.

Work with the general public to explain relevant Building Codes, Zoning requirements and the rights of Landowners.

On site compliance inspections to verify that all Zoning and Code requirements are met, maintain construction files, keep City Office updated with permits, bond information, etc. and keep City Administrator informed and updated on the Building Department.

Hours available to the public – Tuesday will be in the office; Monday through Friday 8:00 a.m. to 4:00 p.m. available by cell phone.

The City of Croswell will reimburse Ms. Cutcher for all calls she makes from her home that are job related. They will supply all necessary and required supplies for the Building Department. The City will share equally with other Townships that Ms. Cutcher shall contract with, the cost of any required classes and expenses that are necessary for the job.

The City of Croswell engages the services of Barbara Cutcher as Building Inspector for a period of one year beginning September 1, 2010 and ending August 31, 2011. Wages shall be as follows and paid as per request when given in writing and approved by City Clerk.

Building Inspector will do the necessary inspections on rental housing units at a pay of \$35.00 per hour which will include the inspection, reports and follow-ups.

Building Inspector pay for the Building Department will be a yearly retainer amount of \$1,000.00; \$35.00 per inspection for all residential construction. There will be no charge for Plan Review on residential construction unless the job is over 3500 square feet. The

fee to be paid to the Inspector will be \$40.00 per hour which will be paid by the Applicant and figured as part of his or her permit fee. Commercial and Industrial inspection will be 80% of the building permit and 85% of the Plan Review. Any re-inspections necessary will be an additional \$35.00 paid to the Inspector. (\$40.00 will be charged to the holder of the permit.)

This contract will be negotiable yearly and may be terminated by any involved party within thirty (30) days of written notice.

I, Barbara Cutcher, and the City of Croswell do hereby agree to all the terms of this agreement.

\_\_\_\_\_  
Barbara Cutcher, Building Inspector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suzanne Dobson Interim City Administrator

\_\_\_\_\_  
Date

- i. Assessor Appraisal Agreement: Proposal submitted by the Assessor for re-appraisal of properties in the city. State is doing 14-point reviews and this is one of the requirements.

Geiger moved to table for more information, second by Butler. Motion Carried.

- j. Swinging Bridge Festival Street Closures:

Request for street closures during the festival. North Howard from Wells to Bagilo Barber shop alley on Friday, Saturday and Sunday. Maple St. at Anderson on Sunday afternoon only.

Geiger moved to approve the street closures for the Swinging Bridge Festival of August 6, 7 & 8, second by Willis. Motion Carried.

XI. PUBLIC COMMENTS  
None

XII. APPROVAL OF ACCOUNTS PAYABLE:  
Willis moved to approve the Accounts Payable for the amount of \$237,343.16 and the bills to be paid, second by McMillan. Motion Carried.

XIII. ADJOURNMENT:  
With no further business Mayor McMillan adjourned the meeting.

Meeting adjourned at 8:05 p.m.

\_\_\_\_\_  
Suzanne Dobson, CMC  
City Clerk

\_\_\_\_\_  
Michael McMillan, Mayor