

The Crosswell City Council met in Regular Session February 22, 2011, 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: City Administrator John Espinoza, City Clerk Suzanne Dobson

Guests: Jeffersonian Reporter Margaret Whitmer; Fire Chief Steve Bales, Kim Hartman arrived during budget.

I. **PLEDGE OF ALLEGIANCE:**

- II. **APPROVAL OF MINUTES** from the Regular Council Meeting of February 7, 2011  
Geiger moved to approve the minutes of February 7, 2011 as presented, second by Butler.  
Motion Carried.

III. **PUBLIC COMMENTS:**

None

IV. **APPROVAL OF AGENDA:**

Butler moved to approve the agenda as presented, second by Krawczyk. Motion Carried.

V. **CORRESPONDENCE:**

None

VI. **ADMINISTRATOR'S REPORT:**

- Kevin Gardner retirement luncheon – 2/23/10 at Light & Power Dept.
- 2011 Valuations were mailed out.

VII. **COUNCIL MEMBER REPORT:**

- A. McMillan: No report
- B. Willis: No report
- C. Geiger: No report
- D. Krawczyk: Winter Fest was good
- E. Butler: No report

VIII. **UNFINISHED BUSINESS:**

- a. Fire Chief Agreement: Discussion was held regarding Fire Chief pay in surround communities. Time study should be performed for the first year to compare with compensation.

Willis moved to approve the Crosswell Fire Department Volunteer Chief Contract as presented, second by Geiger.

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

## **CROSWELL FIRE DEPARTMENT VOLUNTEER CHIEF**

This agreement is made and entered into by and between the City of Croswell, Michigan and Steve Bales, Fire Chief for the City of Croswell Fire Department.

### **GENERAL DUTIES**

Performs a variety of technical, administrative, and supervisory work in planning, organizing, directing and implementing fire prevention, suppression to prevent the loss of life and property by fire.

### **SUPERVISION RECEIVED**

Works under the general guidance and direction of the City Administrator.

### **COMPENSATION**

The City agrees to pay Steve Bales at the gross rate of \$10,400.00 annually. The gross weekly rate shall be \$200.00. There will be compensation of \$50.00 a month for use of personal cell phone. There will be no additional compensator for fire calls. This rate shall be retroactive to July 1, 2010 until June 30, 2012. This contract shall be considered an "at will" contract.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Responsible for all training and certification requirement for fire department personnel and equipment.
2. Responsible for all reports and billing required by City of Croswell or agencies having statutory, regulatory or jurisdiction over fire departments in Michigan.
  - a. Responsible for maintenance of fire department equipment and firefighter personal equipment.
3. Advise the city administrator and city council on fire department contracts with other local units of government.
4. Responsible for scheduling fire department personnel for fire runs and turning in fire run time sheets to city administration.
5. Prepares an annual budget for fire department, directs the implementation of the department budget, plans for and reviews specifications for new or replaced equipment.
6. Any other duties and responsibilities that may arise which fall under the purview of fire department responsibility.

### **OTHER CONDITIONS OF THIS AGREEMENT SHALL BE AS FOLLOWS:**

In addition to the specific provisions covered by this agreement, the Fire Chief shall not be allowed the same benefits as the current Utility Workers Union Contract or the Police Officers Association Contract. These benefits include but are not limited to; job training / education, recognized holidays, medical and life insurance.

## **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, by providing ninety (90) days written notice to the other party of their intent to terminate the relationship. This means the City has the right to discharge the Fire Chief at any time, with or without cause or reason.

## **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The parties agree that if this agreement is terminated as provided above, the Fire Chief is entitled to weekly pay during the ninety (90) day period and no other compensation thereafter.

Compensation under this agreement shall terminate on the 90<sup>th</sup> day after notice of termination, unless the Fire Chief is unwilling or unable to provide the services required under this agreement. To the extent able, the Fire Chief agrees to continue to provide service during the 90 day period and assist in recruitment and training of his replacement during the 90 day period.

The City may affix such other terms and conditions of employment from time-to-time as it may determine, relating to the duties of the Fire chief, providing such terms and conditions are not in conflict or inconsistent with the provisions of this agreement or the City Charter. These other provisions will be negotiated with the Fire Chief.

This agreement shall only be amended, modified or changed in writing and signed by the parties to this agreement, or authorized agents.

The invalidity or non-enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions, and this agreement shall be construed as if such invalid or non-enforceable provisions were omitted.

Dated this 23<sup>rd</sup> day of February, 2011, by the City of Croswell.

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Steve Bales, Fire Chief

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John Espinoza, City Administrator

- b. Electric Lineman: City Administrator presented a job description for a Deputy Supervisor/Lineman for the Electric/Water Dept.

Discussion of water license available in the Department of Public Works; a working Deputy Electric Supervisor; pay is based on qualifications.

Willis moved to approve to advertise for the position of Deputy Electric Supervisor/Lineman Position, second by Butler. Motion Carried.

Deputy Supervisor/Lineman job description

1. Minimum ten years experience as electric lineman with appropriate licenses and certifications
2. Capable of filing necessary reports due to State and Federal jurisdictions both by mail or internet as required in a timely fashion.
3. Assist in negotiating electrical rates from utility providers for the City of Croswell.
4. Assist in the supervision of both the City of Croswell Electric and Water Department employees.
5. Capable of developing an annual budget for the Electric and Water Departments.

**IX. NEW BUSINESS:**

- a. Human Development Commission Agreement: Agreement between Human Development and Economic Development will expire July of this year. H.D.C. would like to receive an extension of 5 to 10 years. H.D.C. will present a new extended contract.

McMillan moved to extend the Agreement for 5 years, official paperwork to be presented back to Council from Human Development Commission, second by Butler. Motion Carried.

**X. PUBLIC COMMENTS**

None

**XI. APPROVAL OF ACCOUNTS PAYABLE:**

Butler moved to approve the Accounts Payable in the amount of \$382,671.10 and the bills be paid, second by Willis. Motion Carried.

**XII. 5 MINUTE RECESS:** At 8:02 p.m. at recess was held before budget discussion.

**XIII. 2011/2012 BUDGET PREPARATION:** Meeting came back to order at 8:12 p.m.

Budget discussion was held for the proposed 2011/2012 budget. Project list was submitted as follows.

**PROJECT LIST  
BUDGET  
2011-2012**

**General Fund: (101)**

Elections - 191

- ) 2 Elections - 11/12 year – School (May '11), General (Nov '11) we will be reimbursed for School Election.

Clerk - 215

- ) Michigan Assoc. of Municipal Clerk Conference – June 2011

City Hall - 265

- ) Postage meter rental/maintenance agreement – 1,900

Police - 301

- ) Video camera in car - \$4,800 est. – look into exact cost of operations of camera?
- ) Secretary/Typist/Receptionist – is this in the proposed salary amount?
- ) Police Officer – is this in the proposed salary amount?
- ) *Sinking fund* - \$15,000

Fire Dept. – 336

- ) Fire Chief Compensation Contract - \$10,400/salary + \$600 phone
- ) Pumper Truck - \$400,000 – Under Tifa review

Grants & Services - 999

- ) EMS services – 30,747

Goal is to lower the General Fund deficit to \$100,000.

**MAJOR STREETS (202)**

- ) No projects scheduled

**LOCAL STREETS (203)**

- ) No projects scheduled

**TIFA (247)**

- ) No projects scheduled

**D.D.A. (494)**

- ) Sanilac County Vacation Brochure - 2400 - 2 pages
- ) Enhancement Grants - 22,400
- ) Capital Outlay – 36,000 sinking fund for streetscape

**AMBULANCE (505)**

- ) Ambulance payment - \$10,143 - 2 years
- ) Wage increase 1.5%

Discussion of Ambulance revenue coming in. City has to accept was Medicaid and Medicare pay.

**ELECTRIC (582)**

- ) Bucket Truck - \$85,000
- ) Fund Transfer **????**

Discussion of electric rate increase over the next 3 years. The city is going to receive an approximate one time 21% increase.

**SEWER (590)**

- ) Revenue - \$5.00 flat rate set specifically for Repair & Maintenance – Loan obligation – 77,700
- ) Paint Retention Basin – 5,000
- ) Raw Sewage Pump – 25,000

- ) Raw Sewage Valves – 1,500
- ) Lakeview Hills Electrical Panel – 3,500 – when will this be done, also listed in the 2010/2011 budget
- ) Lift Station – 10,000 – which lift station?
- ) Sludge - \$6,000 yearly put into Sinking Fund

**WATER (591)**

- ) Pull Well pump #1 - \$25,000 est. per DEQ
- ) Publication of water notice each year – 1000
- ) New software for water meter reading – 1,000 est.
- ) Sinking Fund - Water tower - 13,000
- ) Old meter replacement - 5,000 (reserve fund)
- ) Retention Tank/Aerator & Media Holding Tank- \$150,000

**DPW EQUIPMENT (661)**

- ) ~~Backhoe used \$40,000~~  
Change to Brush hog

**PERPETUAL CARE (711)**

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Note - Each fund is now establishing a Sinking Fund where they will transfer cash into each year to save for the purchase of equipment.

Revenues for each fund still need to be revised.

**XIV. ADJOURNMENT:**

With no further business Mayor McMillan adjourned the meeting.

Meeting adjourned at 9:20 p.m.

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Suzanne Dobson, CMC  
Croswell City Clerk

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Mayor Michael McMillan