

The Crosswell City Council met in Regular Session August 20, 2012, 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: Ray & Scott Westbrook, Jack Williams, John Peck, Jeffersonian Reporter Margaret Whitmer

I. **PLEDGE OF ALLEGIANCE:**

- II. **APPROVAL OF MINUTES** from the Regular Council Meeting of August 6, 2012; Special Meeting August 13, 2012

Butler moved to approve the minutes of August 6 and August 13, 2012 as presented, second by Krawczyk. 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:**

- a. Cemetery Minutes – 8/15/2012:
- b. D.D.A. Minutes – 8/16/2012:

Butler moved to receive and file the correspondence, second by Willis. Motion Carried.

VI. **ADMINISTRATOR'S REPORT:**

- Sanilac County – Small Business Co-Working Office Space Grant – they would like the use of the Community Center. They will put office furniture on the stage and will be left there for small business to come in and out for meetings. No equipment or paperwork will be left in the building.

Butler moved to allow the Community Center to be used for the Co-Working Office Space, second by McMillan.

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

VII. **COUNCIL MEMBER REPORT:**

- A. McMillan: No report
- B. Willis: No report
- C. Geiger: Burning in the night has come back

- D. Krawczyk: Croswell Rd. work estimated date of completion? Ans: sometime this week.
- E. Butler: No report

VIII. **UNFINISHED BUSINESS:**

- a. Electric/Water Supervisor Agreement: Electric/Water Supervisor Jack Williams submitted a counter proposal 1. Pay spousal insurance until termination; 2. Reinstate longevity until termination.

Willis moved to approve Employment Agreement for the Electric/Water Supervisor Jack Williams with effective date July 1, 2012 to June 16, 2013 as presented, second by Geiger.

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

"AT-WILL" EMPLOYMENT AGREEMENT ELECTRIC WATER SUPERVISOR

This agreement is made and entered into by and between the City of Croswell, Michigan and John Williams, Electrical and Water Supervisor for the City of Croswell Electric Dept. effective July 1, 2012 to June 16, 2013.

AGREEMENT

- A. To supervise both water and electric utilities.
- B. To oversee all electrical installations in which the City has direct control.
- C. Responsible for all personnel within both the electric department and water treatment plant.
- D. Acting in accordance with the City Charter.
- E. Managing and safeguarding all Contracts falling under the control of the Water and Electric utility and its operations.

Compensation

The City agrees to pay John Williams at the gross rate of \$72,212.58 annually. The gross weekly rate shall be \$1,388.71. This rate shall be effective until June 16, 2013. This contract shall be considered an "at will" contract.

Other conditions of this agreement shall be as follows:

In addition to the specific provisions covered by this agreement, the Electric and Water Supervisor shall be allowed the same benefits as the current Utility Workers Union Contract. These benefits include but are not limited to; job training / education, recognized holidays, and life insurance. The following exceptions will apply:

- 1) Electric and Water Supervisor shall receive 24 days Vacation Leave annually beginning July 1, 2012. Vacation will not accumulate more than thirty days. No remaining Leave may be turned in for monetary compensation at the termination of this contract.
- 2) Sick leave will start at ninety (90) days with an accumulation of one day per month thereafter. If sick leave is unused it may be accumulated with no limits, however may not

be turned in for any monetary compensation at the termination of this contract.

3) There will be no compensation for Longevity.

4) No additional amounts will be paid into retirement plan.

5) Medical Insurance shall be the same as the Utility Workers Union Contract. The City shall pay the medical insurance premium for employee and spouse until end of contract. Employee will receive \$4,000.00 H.S.A for 2012 and \$2,000.00 H.S.A. for 2013.

Hours of Work

The standard work week will be forty (40) hours. Any additional hours worked due to storms or outages are considered as part of a standard work week. There will be no additional compensation for any extra hours worked over and above the standard work week.

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 Electric/Water Supervisor at any time, with or without cause or reason.

Other Terms and Conditions of Employment

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 Supervisor, 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 supervisor.

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 _____ day of _____, 2012, by the City of Croswell.

John Espinoza, City Administrator

John Williams, Electric/Water Supervisor

b. Building Inspector Agreement:

Krawczyk moved to approve the Building Inspector and Deputy Zoning Administrator Agreement with Barb Cutcher as presented.

Krawczyk moved to approve the Building Inspector and Deputy Zoning Administrator Agreement with Barb Cutcher as presented, second by Geiger.

Roll Call Vote: Krawczyk, yes; Geiger, yes; Butler, yes; Willis, 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. Maintain education credits and licensing for Building Official, Building Inspector and Plan Reviewer required by the Michigan Dept. of Licensing and Regulatory Affairs, Bureau of Construction Codes.

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, 2012 and ending August 31, 2013. 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

John Espinoza, City Administrator

IX. NEW BUSINESS:

a. Anita Westbrook – Sewer Credit:

Ray & Scott Westbrook was present representing their mother Anita Westbrook. Water leak at home located at 361 N. Howard. Home is for sale and sometime during realtors showing the home the toilet was left running. The family has taken care of the situation.

Willis moved to give a credit for 361 N. Howard for half of the 2 month billing minus the normal monthly fee of \$25.00 and to remove the penalty, second by Butler.

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

b. Boards & Commissions Appointment:

1. Council Compensation Commission:

Butler moved to appoint Kim Hartman to the Council Compensation Commission for a 5 year term expiring September 2017, second by Willis. Motion Carried.

c. Fire Wood Bid:

No fire wood bids were received.

McMillan moved to post on web and give extension until September 4, 2012 at 2:00 p.m., second by Willis. Motion Carried.

d. Health Insurance Bid:

Butler moved to reject the medical insurance bids received on May 18, 2012, second by Willis.

Roll Call Vote: Butler, yes; Willis, yes; Krawczyk, yes; Geiger, yes; McMillan, yes. Motion Carried.

X. PUBLIC COMMENTS

None

XI. **APPROVAL OF ACCOUNTS PAYABLE**

Butler moved to approve the Accounts Payable for the amount of \$225,080.71 and bill paid, second by Willis. Motion Carried.

XII. **ADJOURNMENT:**

With no further business Mayor McMillan adjourned the meeting.

Meeting adjourned at 8:12 p.m.

Suzanne Dobson, CMC
Croswell Clerk

Michael McMillan, Mayor