

The Crosswell City Council met in Regular Session May 6, 2013, 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 Sam Moore, City Clerk Suzanne Dobson

Guests: EMS Director Jeff Dawson, Jeffersonian Reporter Margaret Whitmer, Fleis & Vandenbrink Representative Carey Bond

I. **PLEDGE OF ALLEGIANCE:**

- II. **APPROVAL OF MINUTES** from the Regular Council Meeting of April 15, 2013  
Butler moved to approve the minutes of April 15, 2013 as presented, second by Krawczyk. Motion Carried.

III. **PUBLIC COMMENTS:**  
None

- IV. **APPROVAL OF AGENDA:**  
Krawczyk moved to approve the agenda as presented, second by Willis. Motion Carried.

- V. **FLEIS & VANDENBRINK – WWTP UPGRADE:**  
Carey Bond from Fleis & Vandenbrink met with the City Administrator, Wastewater Supervisor and Gielows to discuss loads, reviewed project options of Trickling Filter upgrade or MBBR/Influent Retention Basin.

Fleis & Vandenbrink presented a listing of Capital Improvements for the Wastewater Plant. Discussion of S2 Grant; USDA Rural Development loans and the “SAW Grant with MDEQ.

McMillan moved to authorize the City Administrator to work with Fleis & Vandenbrink on the pre-application for USDA Rural Development and also the “SAW” MDEQ Grant, second by Butler. Motion Carried.

VI. **CORRESPONDENCE:**

- a. Downtown Authority minutes – April 18, 2013:
- b. Parks & Recreation minutes – April 29, 2013:
- c. Crosswell-Lexington Schools – Summer Recreation Program

Geiger moved to receive and file the Correspondence, second by Willis. Motion Carried.

VII. **ADMINISTRATOR'S REPORT:**

- Human Development Commission Sugar Run Condominium Subdivision off of Crosswell Rd. HDC will be selling the home at 241 Crosswell Rd. and would like to transfer the land back to the City of Crosswell. Development is not successful at this time.

Council agreed to begin process for transferring the land back to the City of Crosswell.

- Regional Food Hub Committee – Local growers – meetings in Caro
- USDA – Vehicle Grant for police dept.

VIII. **COUNCIL MEMBER REPORT:**

- A. McMillan: No report
- B. Willis: Festival dates & Eagle Scout project
- C. Geiger: No report
- D. Krawczyk: Splash Pad
- E. Butler: No report

IX. **UNFINISHED BUSINESS:**

- a. EMS Director Agreement:

Geiger moved to approve a six month employment agreement with EMS Director Jeff Dawson, July 1, 2013 to December 31, 2013, second by Butler.

Roll Call Vote: Geiger, yes; Butler, yes; Willis, 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, Michigan, hereinafter referred to as the “City” and Jeff Dawson, hereinafter referred to as the “EMS Director”, effective July 1, 2013 to December 31, 2013.

**RECITALS**

The City desires to obtain the professional services of Jeff Dawson as the EMS Director for the City of Croswell, as provided by various provisions of the City Charter as adopted November 5, 1985.

Jeff Dawson desires to serve as the EMS Director for the City of Croswell.

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

**AGREEMENT**

**General**

The City hereby agrees to employ Jeff Dawson to perform the function and duties of the EMS Director as listed in the corresponding job description on file with the City.

**Compensation**

The City agrees to pay Jeff Dawson at the gross weekly rate of \$1,161.16 as compensation for rendering the above mentioned professional services 40 hours per week. No additional compensation will be given for additional hours of EMS runs or meetings attended for the benefit of the Service. Said salary shall be reviewed annually.

### **Other Conditions of Employment**

In addition to the specific provisions covered by this agreement, the Director shall be allowed the same benefits as the current Utility Workers Union Contract. These benefits include but are not limited to; job training / education, medical insurance, recognized holidays, and life insurance. The following exceptions will apply: 1) Director shall receive 10 days Vacation Leave and 4.5 days Sick Leave accumulated on a monthly basis. 2) No remaining Leave may be turned in for 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) Employee will receive medical insurance for a single-person. 6) Employee will receive Uniform Allowance of \$400.00.

### **Outside Employment**

It is understood by both, the City and the Director that outside employment shall not be in direct conflict with the best interest of the City.

### **Termination of Employment**

Before actually terminating his employment with the City, Jeff Dawson agrees to give the City at least sixty (60) days written notice of his termination date.

### **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 sixty (60) 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 EMS Director 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 EMS Director on the subject of discharge, termination and/or layoff and that this policy cannot be changed, except by the City and the EMS Director, by a written amendment hereto.

### **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 Director, providing such terms and conditions are not in conflict or inconsistent with the provisions of this agreement or the City Charter.

This agreement shall only be amended, modified or changed in writing and signed by the parties to this agreement, or their 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 \_\_\_\_\_, 2013, by the City of Croswell.

X. **NEW BUSINESS:**

a. Croswell American Legion – Poppy Sale – May 16-18: Geiger moved to allow the Croswell American Legion to hold their Poppy Sale May 16 – 18 on the city street corners, second by Butler. Motion Carried.

b. Delinquent Utilities – Resolution:

Geiger moved to adopt Resolution #05-06-2013 #1 Authorizing the Cit Clerk to Charge Unpaid and Delinquent Public Utility Fees to the City Tax Roll, second by Butler.

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

RESOLUTION #05-06-2013 #1

RESOLUTION AUTHORIZING THE CITY CLERK TO CHARGE UNPAID AND DELINQUENT PUBLIC UTILITY FEES TO THE CITY TAX ROLL.

WHEREAS, The City Clerk shall prepare and file with the City Council a statement of such public utility rates which on the said date have remained unpaid and delinquent for a period more than six (6) months;

WHEREAS, The City Council shall by Resolution direct the Clerk to charge such amounts and penalties thereon against the real property of such owners in the general tax roll of the city becoming due on the following July 1, as provided in Section 72 of the charter of the City of Croswell.

WHEREAS, such amounts shall be collected, and charged with the same interest, penalties, and collection fees as other taxes until paid.

NOW, THEREFORE, BE IT RESOLVED, the Croswell City Council directs the City Clerk to apply the unpaid and delinquent public utility fees, as listed on the attached statement, against the real property of such owners in the general tax roll of the city becoming due on July 1, 2013.

CERTIFICATION

I, SUZANNE DOBSON, City Clerk of Croswell, do hereby certify that Resolution #05-06-2013 was adopted by the City of Croswell at a Regular meeting of the City of Croswell Council held at the Wm. Aitkin Memorial District Library on 6<sup>th</sup> day of May, 2013.

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

AYES: Geiger, Butler, Willis, Krawczyk, McMillan

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

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

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

c. Competitive Bidding – Resolution:

Butler moved to adopt Resolution #05-06-2013 #2 Establishing Dollar Amount for Competitive Bidding for Fiscal Year 2013/2014, second by Willis.

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

RESOLUTION #05-06-2013 #2

RESOLUTION ESTABLISHING DOLLAR AMOUNT FOR COMPETITIVE BIDDING FOR FISCAL YEAR 2013-2014

WHEREAS, The Croswell City Charter, Chapter VIII, Section 8.9 Purchasing Procedure requires City Council to set the competitive bidding amount required for City purchases;

WHEREAS, May of each year City Council shall set the competitive bid amount for the fiscal year beginning July 1<sup>st</sup>.

WHEREAS the amount set for competitive bidding for the 2013/2014 fiscal year is \$3,000.00; purchases between \$1,500.00 and \$3,000.00 must receive 3 quotes and submit to the City Administrator;

NOW, THEREFORE, BE IT RESOLVED, the Croswell City Council has set the competitive sealed bid amount at \$3,000.00 for the fiscal year of 2013/2014; purchases between \$1,500.00 and \$3,000.00 must receive 3 quotes and submit to the City Administrator. The bid/quote selected is the one that provides the highest acceptable quality at the lowest price.

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

AYES: Butler, Willis, Geiger, Krawczyk, McMillan

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

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

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

d. Wastewater Garage – Roof Bids: Received 6 bids:

Woodruff Construction, Croswell, MI - \$4,920.00 – 15 yr Duro-last Warranty  
Zimmer Roofing, Port Huron, MI - \$6,007.00  
Marlette Roofing, Marlette, MI - \$6,500.00

Gary Knapp, Millington, MI - .45 mill - \$6,800.00  
.60 mill - \$7,800.00

Tri-Star Industries, Port Huron Twp., MI - \$6,900.00

Parraghi Roofing, Crosswell, MI – Option 1 - \$5,000.00 – 10 yr Service Warranty  
Option 2 - \$7,000.00

Butler moved to accept the roof bids for the Wastewater Garage and to award the contract to Woodruff Construction for the amount of \$4,920.00, second by Krawczyk. Motion Carried.

e. Proposed Ordinance #322 - 2013/2014 Budget – Schedule Hearing:

Willis moved to schedule the Public Hearing for proposed Ordinance #322 the 2013/2014 Budget for May 20, 2013 at 7:30 p.m., second by Butler. Motion Carried.

Discussion of proposed budget. Just because it is in the budget does not give Supervisor authority to purchase.

f. Proposed Ordinance #323 - Emergency Service Cost Recovery – Schedule Hearing:

Willis moved to schedule the Public Hearing for proposed Ordinance #323 Emergency Service Cost Recovery for June 3, 2013 at 7:30 p.m., second by Butler. Motion Carried.

XI. PUBLIC COMMENTS

None

XII. APPROVAL OF ACCOUNTS PAYABLE

Krawczyk moved to approve the Accounts Payable for the amount of \$462,797.81 and the bills be paid, second by Willis. Motion Carried.

XIII. ADJOURNMENT:

With no further business Mayor McMillan adjourned the meeting.

Meeting adjourned at 8:45 p.m.

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Suzanne Dobson, CMC  
Crosswell City Clerk

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Michael McMillan, Mayor