CITY OF CROSWELL

PROPOSED CITY COUNCIL AGENDA

Regular Council Meeting

Croswell Community Center - 124 N Howard Ave., Croswell, MI

September 8th, 2026 @ 6:30 P.M.

I. PLEDGE OF ALLEGIANCE:

II. ROLL CALL:

III. APPROVAL OF MINUTES: of the Regular Council Meeting of **Aug 17th, 2026.**

IV. PUBLIC COMMENTS:

V. APPROVAL OF AGENDA:

VI. CORRESPONDENCE:

a. Revised meeting minutes from 8.3.26 meeting

VII. ADMINISTRATOR'S REPORT:

a. Department Reports

VIII. COUNCIL MEMBER REPORT:

A. Butler:
B. Slone:
C. Maury:
D. Hernandez:
E. Willis:

IX. UNFINISHED BUSINESS:

a. Rezoning Airfield parcels 310390-003-001-00 & 310-140-200-070-00 (2nd Reading)

X. NEW BUSINESS:

a. Fire Hall Parking Lot
b. Water & Sewer Ordinance Amendments (1st Reading)
c. Joint City Council/Planning Commission Meeting
d. Halloween Trick or Treat Hours
e. EMS Staffing Policy

XI. PUBLIC COMMENTS:

XII. APPROVAL OF ACCOUNTS PAYABLE:

XIII. ADJOURNMENT:

CITY OF CROSWELL

CITY COUNCIL Regular Council Meeting Minutes
Croswell Community Center – **August 17th, 2026** @ 6:30 P.M.

DRAFT

Council Attendance: Mayor Rob Butler, Denise Slone, Sal Hernandez, Randy Willis, Donald Maury.
Absent: None.
Administration Attendance – City Administrator, Amy Planck and Clerk, Andrea Holbrook

I. PLEDGE OF ALLEGIANCE: Mayor opened the meeting with the Pledge at 6:30pm.

II. APPROVAL OF MINUTES from the Regular Council Meeting of August 17th, 2026. Motion to approve the minutes with change of the New Business Public Works comment by Maury to read building inspections not maintenance by Slone, second by Maury. Motion Carried.

III. PUBLIC COMMENTS: Elwin N. raised concerns of feral cats in town, Mayor asked for him to get with the City Administrator. Mickey N. inquired about sidewalks going to the curb without any green space, asking who is shoveling or responsible for it? Mayor Butler responded that the bike path is connecting through there and that the city will maintain it.

IV. APPROVAL OF AGENDA: Motion to approve the agenda by Slone, second by Maury. Motion Carried.

V. CORRESPONDENCE: Motion to receive and file the communication of Q2 investment report by Maury, second by Slone. Motion Carried.

VI. ADMINISTRATOR'S REPORT: Ribbon cutting for River Bend Park at 9am on 8/31/26. Water interruption for Wednesday, Prospect to M90 and Community Center bids due September 3rd. Status of the TIFA building being sold; TIFA board gave Stringer until October.

VII. COUNCIL MEMBER REPORT:
- A. Butler: EMS building looks good
- B. Slone: no comment.
- C. Maury: EMS looks good, will there be another sign; yes.
- D. Hernandez: no comment
- E. Willis: no comment

VIII. UNFINISHED BUSINESS:
- a. Obsolete Equipment Bids – Motion to accept the bids from CIS Auction by Maury, second by Hernandez. Motion Carried.
- b. Rezoning Airfield parcels 310-390-001-00 and 310-140-200-070-00 from Residential 1B to Parks per the planning committee recommendation. Motion to approve rezoning by Slone, second by Maury. Roll Call Vote: unanimously yes vote. Motion Carried.

IX. NEW BUSINESS:
- a. ZBA Appointment – Errin Levitt, term ending 12/2028 was recommended by the planning committee. Motion to approve appointment by Maury, second by Slone. Motion Carried.
- b. ASAP Pay 2 - River Bend Park – the project is completed. Motion by Maury to approve Pay 2, second by Hernandez. Motion Carried.
- c. CWSRF DR #19 – To Spence Brothers to decrease retainage. Not completed and check will be held

until punch list and dates of completion are established. Discussion was had about permanently holding back any funds related to work not being done or not done in a timely fashion. Motion to approve DR 19 by Maury, second by Willis. Motion Carried.

d. Change Order – One Final for Riverbend Park – This reduces the total contract and accompanies the ASAP Pay2. Motion to approve Change Order by Willis, second by Slone. Motion Carried.
e. Assessor Bids – Stephen Jones is present for questions. His bid was the only one received. S. Creason's last day will be 8/31/26, she will be meeting with Stephen on Friday 8/28/26. Motion to approve bid for $15/parcel at 1202 parcels by Slone, second by Maury. Motion Carried.
f. Culvert Bids – 4 Bids were received, Raymond Excavating Company from Marysville was the lowest at $73,022, this does not include the cost of the culverts themselves. Culverts are estimated at $36k each. The estimate of the project cost is $150,000; this was not budgeted but there is money available for it. Motion to approve Raymond Excavating Bid by Maury, second by Hernandez. Motion Carried.
g. Potential DWSRF Funding discussion – Anderson, Jackson Ct. and George IV will be connected in a loop with tie into Nims. The loop will go under the Black River at Harrington. North of Nims has cast iron connection. The project is a loan at 2%; there isn't any grant money at this time. The DEP with water is a 3-year plan but it could be continued to help pay off this loan. The Loop will improve water flow and increase size of the pipe with the replacements. If we turn down the project, the city will be ineligible to apply next year. The project estimate is 2 million at current rates; the city received 15% discount on the loan due to the score received given to applicants based upon current conditions (22/29 points). If offer is accepted it will be about 75k per year and a$2/resident. If you choose to do it later, the interest rates are subject to increase and there may be grant money but it is not guaranteed. Motion to approve DWSRF funding as discussed by Maury, second by Slone. Roll Call Vote: Unanimously Yes. Motion Carried.

X. PUBLIC COMMENTS:

P. Milletecs – mentioned that notices for water shut offs are important, mentioning a month ago there were residents who went without for 2 days and didn't receive any notice.

Resident asked for parcel clarification related to the airport and if they were still deciding on what to do with the airfield section?

Resident mentioned concerns related to low-income housing being put there, mentioning housing for young couples is fine but not low-income.

Resident question related to culverts being through the City or County. Complaint of Roach Road ditch being ripped up but not fixed.

Mayor Butler asked council members to do an evaluation on Amy as the City Manager and return the forms by 9/8 meeting.

XI. APPROVAL OF ACCOUNTS PAYABLE: 346,853.65 approved by Maury, second by Hernandez. Motion Carried.

XII. ADJOURNMENT: With no further discussion Mayor Butler adjourned the meeting at 7 pm.

DRAFT

CITY OF CROSWELL

CITY COUNCIL Regular Council Meeting Minutes
Croswell Community Center – **August 3rd, 2026** @ 6:30 P.M.

REVISED

Council Attendance: Mayor Rob Butler, Denise Slone, Sal Hernandez, Randy Willis, Donald Maury.
Absent: None.
Administration Attendance – City Administrator, Amy Planck and Clerk, Andrea Holbrook

I. PLEDGE OF ALLEGIANCE: Mayor opened the meeting with the Pledge at 6:30pm.

II. APPROVAL OF MINUTES from the Regular Council Meeting of July 20th, 2026. Motion to approve the minutes as presented by Slone, second by Hernandez. Motion Carried.

III. PUBLIC COMMENTS: J. White wanted to thank everyone for the help with cleaning up 144. P. Olar expressed her concerns of how long it took as there were concerns in the 2017 meeting minutes.

IV. APPROVAL OF AGENDA: Motion to approve the agenda by Slone, second by Maury. Motion Carried.

V. CORRESPONDENCE: Motion to receive and file the communication of SOM Notice and THUMB MMPC report by Maury, second by Hernadez. Motion Carried.

VI. ADMINISTRATOR'S REPORT: none

VII. COUNCIL MEMBER REPORT:

A. Butler: Sanborn Bike Path, can bids just be taken off grant engineering and still done this Fall. City Admin reminded everyone that AT&T won't have their poles down until after November and ditch and culvert need to also be done. Slone suggested it wait until spring. Butler clarified NIA will still be paying for the completion.

B. Slone: no comment.

C. Maury: PL Graham incident with a camper and having Police Chief investigate what occurred. Encouraged a change in the caretaker contract and assessment of caretaker building. Aug 8th car cruise, ensure that there are no signs for burn outs.

D. Hernandez: Croswell Rd base is concerning, reiterating it was already discussed at town hall, there are lots of issues that need addressed. Butler stated that there are 6 core samples that were taken, missing ½" at the areas that have concerns. Other areas are up to standard. City Admin stated the cost will be on Chartier to fix not the city. Maury questioned how quality control will be done and communication between contractors, subs, F&V, DPW, and front office.

   a. Amy stated that J. Peck is overseeing watermain project and can't be in all areas at same time, failures have been identified and being addressed by contractor. Contract is up with Boddy Sept, 30th and company was sold not bankrupt. F&V and contractors and their subs communicate, F&V communicates with DPW and Amy every 2 weeks they all meet.

   b. Butler explained that there is speculation that the paver was too hot when laying down asphalt on Croswell Rd, they backed up causing the skids and some areas are higher than others.

E. Willis: no comment

VIII. UNFINISHED BUSINESS:

a. Planning Consultant bids related the land use for airport property. Both have experience with projects that have been considered. The options are based on city size, projects, and hourly rates.
   i. McKenna – work in Lexington township for their master plan and grant for bike path
   ii. Becket & Reader – work in Marlette on master plan and Sanilac Co. and are less money.

   Will also look to have them consider a gas station at the corner of Croswell Rd and M90, Cell tower on the water tower and the airfield property best use, coordinating with planning commission. Consideration for the zoning, master plans for park, TIFA, NIA, and DDA all expire this year. They could provide a checklist to assist the city with how to update each on our own. Maury asked for a recommendation of which company from City Admin. Amy recommended Becket & Reader. Maury motioned to have Beket & Reader for all projects mentioned above by City Manager, second by Hernandez. All in favor. Motion Carried.

IX. NEW BUSINESS:

a. Community Center Repairs – 2 proposals have been taken for immediate concerns related to $3k for the lowest bid taken. The money was for the north side of the building that had fallen and on the South corner near the vet. Amy explained the rough estimate by current repair company was $70k to tuck point the entire building. Historic preservation money will be researched or NIA funds can be sought. Hernandez inquired how often routine maintenance is being done, if at all. Stating that all public buildings should be done every 3-6 months and be more proactive before they deteriorate like the EMS building. Slone encouraged the historic grants. Maury motioned for Admin to bid out repairs for the outside of the community center, second by Slone. Motion Carried.
   i. Maury mentioned that if DPW doesn't have time or knowledge then let's hire a building inspector and get a punch list.

X. PUBLIC COMMENTS:

J. Quade- requested that the planning consultants should talk to the residents and the master plan should include the airport as a park.

XI. APPROVAL OF ACCOUNTS PAYABLE: $214,569.19 approved by Maury, second by Hernandez. Motion Carried.

XII. ADJOURNMENT: With no further discussion Mayor Butler adjourned the meeting at 7 pm.

REVISED

Sanilac County GIS

Parcel Report: 310-390-003-001-00

8/12/2026
11:15:55 AM



Property Address

STEVENSON

--, --, --

Owner Address

CITY OF CROSWELL		**Unit:**	310
--		**Unit Name:**	CITY OF CROSWELL
100 N HOWARD			
CROSWELL, MI 48422			

General Information for 2026 Tax Year

Parcel Number:	310-390-003-001-00	**Assessed Value:**	$0
Property Class:	202	**Taxable Value:**	$0
Class Name:	202 COMMERCIAL	**State Equalized Value:**	$0
School Dist Code:	76080		
School Dist Name:	CROSWELL-LEXINGTON		

PRE 2025:	0%
PRE 2026:	0%

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2025	$0	$0	$0
2024	$0	$0	$0

Land Information

Acreage:	7.8
Zoning:	

Tax Description

LOTS 1 THRU 14 INCL BLK 3 LOTS 1 THRU 9 INCL BLK 4 STEVENSONS 3RD ADDN TO CROSWELL 7.8 A

Sales Information

Sale Date: 09-14-2017

Sale Price: 200000
Instrument: WD
Grantor: PERRY ROBERT R & JANET L
Grantee: CITY OF CROSWELL
Terms of Sale: 03-ARM'S LENGTH
Liber/Page: 1348/665

Sale Date: 06-28-1995

Sale Price: 0
Instrument: WD
Grantor: REAL ESTATE PROFESSIONALS
Grantee: PERRY ROBERT & JANET
Terms of Sale: 19-MULTI PARCEL ARM'S LENGTH
Liber/Page: 514/199

Sale Date: 06-26-1995

Sale Price: 34000
Instrument: OTH
Grantor: SERRA FARA
Grantee: REAL ESTATE PROFESSIONALS
Terms of Sale: 21-NOT USED/OTHER
Liber/Page: 00514:00139

Sanilac County GIS

Parcel Report: 310-140-200-070-00

8/12/2026
11:12:23 AM



Property Address

N FLOWER

CROSWELL, MI, 48422

Owner Address

CITY OF CROSWELL		**Unit:**	310
--		**Unit Name:**	CITY OF CROSWELL
100 N HOWARD			
CROSWELL, MI 48422			

General Information for 2026 Tax Year

Parcel Number:	310-140-200-070-00	**Assessed Value:**	$0
Property Class:	202	**Taxable Value:**	$0
Class Name:	202 COMMERCIAL	**State Equalized Value:**	$0
School Dist Code:	76080		
School Dist Name:	CROSWELL-LEXINGTON		

PRE 2025:	0%
PRE 2026:	0%

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2025	$0	$0	$0
2024	$0	$0	$0

Land Information

Acreage:	10
Zoning:	

Tax Description

T10N R16E SEC 29 W 1/2 OF NW 1/4 EXC STEVENSONS 3RD ADDN & N 494 FT OF E 593.54 FT ALSO EXC COM AT SW COR OF STEVENSONS THIRD ADDN AS POB TH W 124 FT N 858 FT E 124 FT S 858 FT TO POB ALSO EXC W 730 FT THEREOF 10 A

Sales Information

Sale Date: 09-14-2017

Sale Price: 0
Instrument: WD
Grantor: PERRY ROBERT R & JANET L
Grantee: CITY OF CROSWELL
Terms of Sale: 03-ARM'S LENGTH
Liber/Page: 1348/665

Sale Date: 06-28-1995

Sale Price: 0
Instrument: WD
Grantor: REAL ESTATE PROFESSIONALS
Grantee: PERRY ROBERT & JANET
Terms of Sale: 19-MULTI PARCEL ARM'S LENGTH
Liber/Page: 514/199

Sale Date: 06-26-1995

Sale Price: 1
Instrument: SD
Grantor: RIVER BEND DEV CORP
Grantee: SERRA FARA
Terms of Sale: 21-NOT USED/OTHER
Liber/Page: 00514:00112

BID SUMMARY

BID NAME

Fire Hall Parking Lot

OVERVIEW

The project includes the crushing & shaping of approximately 3000 SYD of existing HMA at the Fire Station drive & parking lot and then regrading as necessary before placingapproximately 3000 SYD of HMA, 3" thick Pavement markingswill also be placed following the paving of new HMA. Any necessary restoration following these site improvements will also be completed as part ofthis project.

BID OPENING

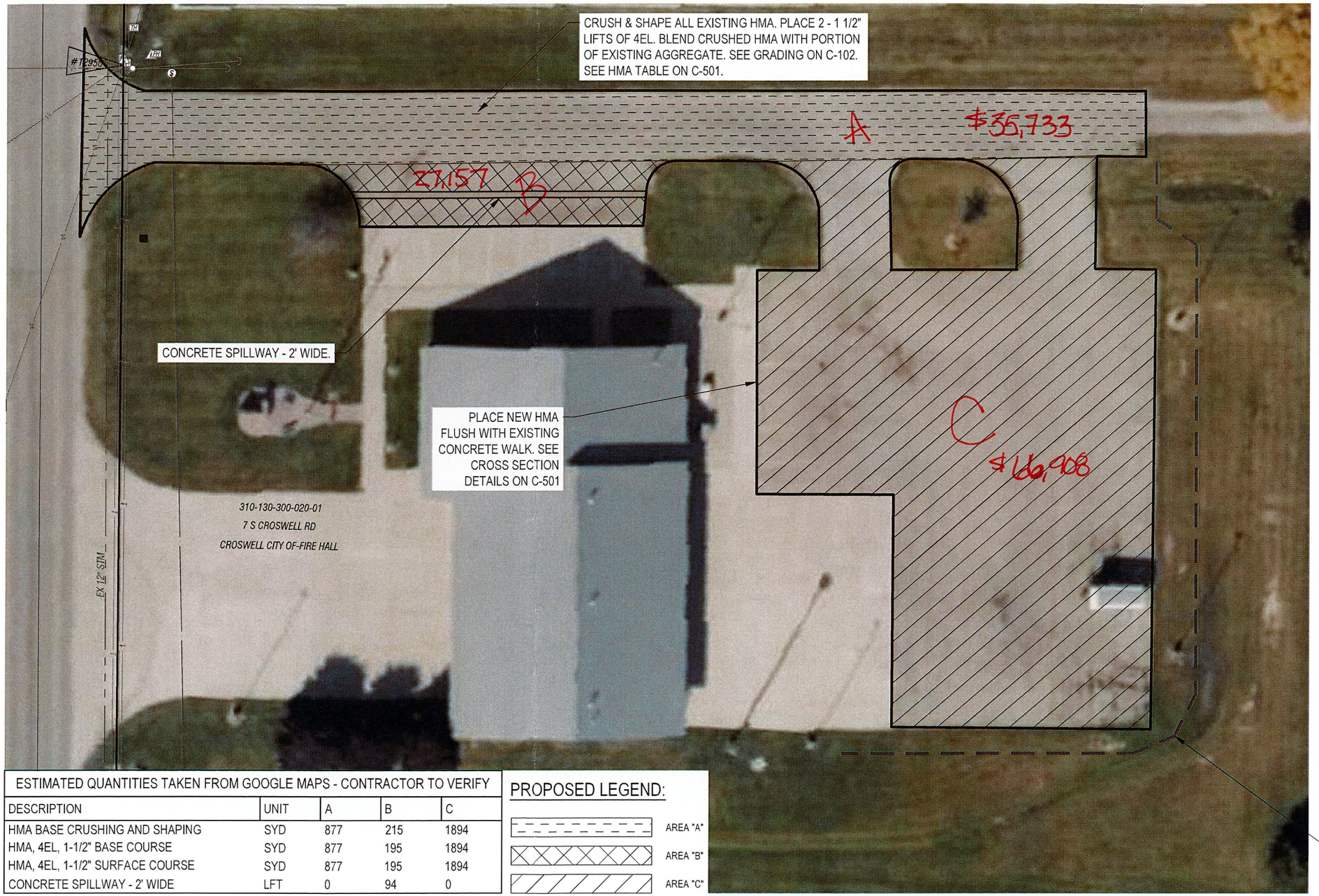
Bids were opened at front desk of City Hall with Clerk Andrea Holbrook and Deputy Treasurer, Tracy Studaker-Smith. No company was present for the opening. Bids were opened August 24th at 12:20 pm.

BIDS RECIEVED

1 bid was recieved.

BID SUMMARY

- Astec Ashpalt, INC - Brown City, MI
  - Proposal: $129,798.50



NORTH

0 30' 60'

SCALE IN FEET

A

ESTIMATED QUANTITIES TAKEN FROM GOOGLE MAPS - CONTRACTOR TO VERIFY				
DESCRIPTION	UNIT	A	B	C
HMA BASE CRUSHING AND SHAPING	SYD	877	215	1894
HMA, 4EL, 1-1/2" BASE COURSE	SYD	877	195	1894
HMA, 4EL, 1-1/2" SURFACE COURSE	SYD	877	195	1894
CONCRETE SPILLWAY - 2' WIDE	LFT	0	94	0

PROPOSED LEGEND:

AREA "A"

AREA "B"

AREA "C"

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

3950 Ridgecrest Dr, Suite 102
Midland, MI 48642
P: 989.837.3290
F: 989.837.3290

CITY OF CROSWELL
SANILAC COUNTY, MI
FIRE STATION SITE IMPROVEMENTS

DESIGN TEAM
PROJ MNGR: GOB
DESIGNED BY: LWB
DRAWN BY: LWB
CHECKED BY:

SITE PLAN

F&V PROJECT NO.
863830

C-101

M:\Proj863001-865000\863830 Croswell DWSRF\Cadd\Fig\Fire Station Improvements\Plns\863830_FS_SITEPLAN.dwg Tuesday, July-28-2026 at 8:03am luke.bushey

Astec Asphalt Inc.
4270 Toman Road
Brown City, MI 48416

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

1.01 This Bid is submitted to: City of Croswell
100 N. Howard Ave.
Croswell, MI 48422

1.02 Name of Project: Fire Station Site Improvements

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid.

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

ARTICLE 3 - BASIS OF BID

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

1. Area "A" Unit Prices

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1A	General Conditions, Bonds, and Insurance, Max 5%	LSUM	1	1,600	$ 1,600
2A	Soil Erosion Control	LSUM	1	1,000	$ 1,000
3A	HMA Base Crushing & Shaping	SYD	877	4	$ 3,508
4A	HMA, 4EL, 1-1/2" Base Course	SYD	877	15.50	$ 13,593.50
5A	HMA, 4EL, 1-1/2" Surface Course	SYD	877	16	$ 14,032
6A	Grass Restoration	LSUM	1	200	$ 2,000

2. Area "B" Unit Prices

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1B	General Conditions, Bonds, and Insurance, Max 5%	LSUM	1	1,000	$1,000
2B	Soil Erosion Control	LSUM	1	400	$ 400
3B	HMA Base Crushing & Shaping	SYD	215	6	$ 1,290
4B	HMA, 4EL, 1-1/2" Base Course	SYD	195	42.60	$8,307
5B	HMA, 4EL, 1-1/2" Surface Course	SYD	195	44	$ 8,580
6B	Grass Restoration	LSUM	1	500	$ 500
7B	Pavement Markings	LSUM	1	500	$ 500
8B	Concrete Spillway – 2' Wide	LFT	94	70	$ 6,580

3. Area "C" Unit Prices

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1C	General Conditions, Bonds, and Insurance, Max 5%	LSUM	1	2,100	$ 2,100
2C	Soil Erosion Control	LSUM	1	1,000	$ 1,000
3C	HMA Base Crushing & Shaping	SYD	1894	4	$7,576
4C	HMA, 4EL, 1-1/2" Base Course	SYD	1894	13.50	$ 25,569
5C	HMA, 4EL, 1-1/2" Surface Course	SYD	1894	14.50	$ 27,463
6C	Grass Restoration	LSUM	1	2,500	$ 2,500
7C	Pavement Markings	LSUM	1	700	$ 700

4. Total Unit Prices

Total of All Unit Price Bid Items – Area "A"	$ 35,733.50
Total of All Unit Price Bid Items – Area "B"	$ 27,157.00
Total of All Unit Price Bid Items – Area "C"	$ 66,908.00
Total of All Unit Price Bid Items – Combined	$129,798.50

B. Bidder acknowledges that:
   1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
   2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
   3. Owner may delete certain areas of work depending on City funding.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

5.04 *Subcontractor and Supplier List:*

A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Surface Restoration	Astec Asphalt, Inc.	Brown City
Pavement Markings	Astec Asphalt, Inc.	Brown City

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:
   1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
   2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
   3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
   4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
   5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
   6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
   7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
   8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:
   1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
   2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
   3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
   4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
      a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
      b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Astec Asphalt, Inc.
(typed or printed name of organization)

By: Jodi Dominowski
(individual's signature)

Name: Jodi DominowsKi
(typed or printed)

Title: Secretary
(typed or printed)

Date: 8/24/26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:
4270 Toman Road,
Brown City, MI 48416

Bidder's Contact:

Name: Todd Wendorf
(typed or printed)

Title: President
(typed or printed)

Phone: Office: 810-346-2092 Cell: 810-650-2302

Email: info@astecasphalt.com

Address: 4270 Toman Road,
Brown City, MI 48416

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

ORDINANCE NO. _____

AN ORDINANCE TO ADD NEW SECTIONS 52.20 THROUGH 52.27 TO CHAPTER 52 ("WATER") OF TITLE V ("PUBLIC WORKS") OF THE CROSWELL CITY CODE OF ORDINANCES TO ESTABLISH A WATER SERVICE RATE AND USER CHARGE SYSTEM FOR THE CITY'S PUBLIC WATER SUPPLY SYSTEM, INCLUDING RATE-SETTING AUTHORITY, RATE BASIS AND MEASUREMENT, ANNUAL AUDIT AND RATE REVIEW, ANNUAL NOTIFICATION, BILLING AND COLLECTION, AND WATER METER TESTING, REPAIR, REPLACEMENT, AND RIGHT OF ENTRY.

THE CITY OF CROSWELL, MICHIGAN, ORDAINS:

1. **Addition of New Sections 52.20 through 52.27 to Chapter 52 ("Water") of Title V ("Public Works") of the Croswell City Code of Ordinances.** New Sections 52.20 through 52.27 are hereby added to Chapter 52 ("Water") of Title V ("Public Works") of the Croswell City Code of Ordinances, under the subheading "Water Service Rates," to read in their entirety as follows:

Water Service Rates

§ 52.20 PURPOSE AND AUTHORITY.

The City of Croswell owns and operates a public water supply system for the benefit of its users. The purpose of Sections 52.20 through 52.27 is to establish a user charge system that: (a) generates sufficient revenues to pay for the operation, maintenance, replacement, and improvement of the water system and to service all debt incurred in connection therewith; (b) distributes those costs equitably among all users based on each user's proportionate contribution to and benefit from the system; and (c) is established and revised from time to time by resolution of the City Council, pursuant to a rate methodology determined by the Council. Sections 52.20 through 52.27 shall be construed and applied consistently with applicable state and federal law.

§ 52.21 DEFINITIONS.

As used in Sections 52.20 through 52.27, the following terms have the meanings set forth below. Terms not defined in these Sections shall have the meanings given elsewhere in this Chapter.

(A) Equivalent Dwelling Unit (EDU). A unit of measure equal to the average water consumption of a single residential dwelling unit, as determined by the City based on metered water consumption data and as established or revised from time to time by Council resolution. EDU assignments determine each User's proportionate share of system charges. For purposes of determining each User's EDU assignment for the Ready to Serve Charge, metered water consumption data shall cover a measurement period of not less than eighteen (18) months, as established in the applicable rate resolution, in order to capture seasonal variations in consumption. Once established by City Council resolution, a User's EDU assignment for Ready to Serve Charge purposes shall remain in effect for the term of that resolution and shall not be adjusted on a month-

to-month basis based on actual consumption during that term. EDU assignments shall be subject to review and revision upon adoption of each subsequent rate resolution.

(B) Ready to Serve Charge. A fixed periodic charge assessed to each User, allocated by EDU, to recover the User's proportionate share of the debt service costs of the water system, including principal and interest payments on bonds and State Revolving Fund loans incurred to finance water system improvements. The Ready to Serve Charge does not vary with changes in a User's water consumption.

(C) User. Any person, entity, or premises having a connection to the City's water system or receiving water service from the City.

(D) Water Meter. The meter owned by the City and installed on a User's premises to measure the volume of water supplied to those premises.

§ 52.22 ESTABLISHMENT OF RATES AND CHARGES.

(A) Rate-Setting Authority. All rates, charges, and the Ready to Serve Charge for water service, and the rate methodology under which they are determined, shall be established and revised from time to time by resolution of the City Council. All such resolutions shall be on file in the office of the City Clerk and shall be available for public inspection. Rates shall be set in amounts sufficient to meet the financial requirements of the water system as provided in Sections 52.20 through 52.27.

(B) Components of Charges. Rates and charges established by City Council resolution may include:

(1) A volumetric charge based on measured water consumption as recorded by the User's Water Meter and used to determine the User's EDU assignment in accordance with the applicable rate resolution;

(2) A fixed Ready to Serve Charge based on each User's EDU assignment, which does not vary with changes in the User's water consumption, and which is allocated to recover the debt service costs of water system improvements; and

(3) Such other charges as the City Council deems appropriate, including charges to recover costs associated with any state-approved plan for water system financial stabilization or deficit elimination, or special service charges.

(C) Proportionality. Rates and charges shall be established in amounts and by a methodology that ensure each class of user pays charges proportionate to the burden imposed upon or benefit received from the water system by that class, consistent with the requirements of applicable law.

(D) Uniform Within Class. Rates and charges shall be applied uniformly to all Users within the same user class regardless of geographical location within the service area.

§ 52.23 RATE BASIS AND MEASUREMENT.

(A) Water Meter Basis. For all Users, water service charges shall be calculated based on the quantity of water used as measured by the User's Water Meter, which quantity shall be used to determine the User's EDU assignment in accordance with the rate methodology established by Council resolution.

(B) Users Without City Water Meters. Users that obtain all or part of their water supply from sources other than the City water system, or for whom Water Meter data is unavailable or determined by the City Administrator to be inaccurate or unrepresentative, shall have their charges calculated by such equitable method as the City Administrator shall determine.

(C) Seasonal Adjustment. Users may apply to the City Administrator for a seasonal or winter-average billing adjustment to account for water consumption that does not enter the wastewater system, such as outdoor irrigation or pool filling. Any such adjustment shall be subject to approval by the City Administrator.

(D) Meter Failure; Estimated Charges. If a User's Water Meter fails, is removed, or produces data the City Administrator determines to be inaccurate or unrepresentative for any billing period, the City shall estimate the User's water charge for that period based on the User's average Water Meter readings for the same billing period in the prior year, or for the prior twelve (12) months of accurate readings, whichever provides the more representative estimate. The City shall issue a corrected or estimated bill for the affected period. If a meter failure or inaccuracy is not discovered until after billing for the affected period has been rendered, the City shall issue a corrected bill or credit for the difference between the amount billed and the estimated amount; provided that no retroactive correction shall extend back more than twelve (12) months unless the City Administrator determines that circumstances warrant a longer period.

§ 52.24 ANNUAL AUDIT AND RATE REVIEW.

(A) Annual Audit. An annual financial audit of the water system shall be prepared by or on behalf of the City. The audit shall show the true and complete financial results of City ownership and operation of the water system, including all assets, liabilities, revenues, and expenses. The audit shall be on file in the office of the City Clerk and shall be available for public inspection.

(B) Annual Rate Review. The City Council shall annually review all rates and charges for water service and shall revise them as necessary, by resolution, to ensure that:

(1) Revenues are sufficient to meet all costs of operating, maintaining, and replacing the water system as necessary to preserve the system in good repair and working order;

(2) Revenues are sufficient to service all outstanding debt obligations, including principal and interest payments on bonds and State Revolving Fund loans; and

(3) All user classes pay their proportionate share of operation, maintenance, equipment replacement, and debt service costs, based on the burden imposed upon or benefit received from the water system by each class.

§ 52.25 ANNUAL NOTIFICATION.

All customers of the City's water system shall receive annual notification, either printed on the bill or enclosed in a separate letter, which shall show the breakdown of the water service charge into its components for operation and maintenance, replacement, debt service (including the Ready to Serve Charge), any deficit elimination or financial stabilization charge, and any other applicable charge components.

§ 52.26 BILLING AND COLLECTION; NO FREE SERVICE.

(A) Levy of Charges. Water service charges shall be levied against each lot, parcel, building, or premises having a connection to the water system, or which otherwise receives water from the system.

(B) Billing Interval. Bills shall be rendered at such intervals as the City Council may establish by resolution. All bills shall be due and payable on the date shown on the bill.

(C) Billing and Collection. Except as otherwise provided by this Section 52.26, billing and collection of water service charges, including late penalties, liens, discontinuation of service, delinquent account procedures, and deposit requirements, shall be governed by Chapter 54 (Public Utility Rates) of the City's Code of Ordinances.

(D) No Free Service. No free water service shall be provided to any User, including any department, agency, or instrumentality of the City or any other unit of government.

§ 52.27 WATER METERS; TESTING, REPAIR, AND REPLACEMENT; RIGHT OF ENTRY.

(A) City Ownership and Control. All Water Meters, remote reading devices, transmitters, seals, and related appurtenances installed to measure water supplied by the City shall remain the property of the City regardless of who paid for their installation, and shall be selected, installed, tested, maintained, repaired, and replaced by the City or its authorized contractor. No person other than the City or its authorized contractor shall install, remove, disconnect, alter, bypass, reverse, repair, or break the seal on any Water Meter or its appurtenances.

(B) Right of Entry. Duly authorized employees, agents, and contractors of the City, upon presentation of credentials or other identification, shall have the right to enter at all reasonable hours upon and into any premises served by or connected to the City water system for the purpose of reading, inspecting, testing, calibrating, maintaining, repairing, removing, replacing, or upgrading the Water Meter and its appurtenances, and for the purpose of determining whether the Water Meter is accurately registering the quantity of water supplied to the premises. Entry into a dwelling, building, or other nonpublic area shall be made with the consent of the owner or occupant

or pursuant to a warrant or other order issued by a court of competent jurisdiction, except in the case of an emergency threatening public health, safety, or the integrity of the water system. This Section is in addition to, and does not limit, the right of entry provided in §§ 52.10 through 52.14 for cross-connection inspection.

(C) Duty to Provide Access. Each User, and each owner and occupant of premises served by or connected to the City water system, shall:

(1) Provide the City with safe, unobstructed, and timely access to the Water Meter and its appurtenances for the purposes described in division (B) of this Section;

(2) Keep the Water Meter and its shutoff valves accessible and free from obstruction, storage, construction, landscaping, animals, or other conditions impairing access or safety; and

(3) Not refuse admittance to any authorized representative of the City.

(4) Where premises are occupied by a tenant, both the owner and the occupant shall cooperate in providing access, and the failure of a tenant to cooperate shall not relieve the owner of responsibility under this Section.

(D) Notice and Scheduling. Except in the case of an emergency, before exercising the remedies set forth in division (F) of this Section the City shall make reasonable efforts to schedule access at a time reasonably convenient to the owner or occupant, which efforts shall include written notice by first-class mail, electronic mail, telephone, text message, or door hanger, followed by a final written notice advising that failure to provide access within thirty (30) days may result in estimated billing, service charges, and discontinuation of water service. The City shall maintain a record of all attempts to schedule access.

(E) Testing at User Request. A User who disputes the accuracy of a Water Meter may request that the City test the meter upon written request and payment of the meter testing fee established from time to time by resolution of the City Council. If the Water Meter is found to register within the accuracy tolerances of the applicable American Water Works Association standard for meters of that type and size, the testing fee shall be retained by the City. If the Water Meter is found to register outside those tolerances to the disadvantage of the User, the testing fee shall be refunded, the Water Meter shall be repaired or replaced at no cost to the User, and the User's account shall be adjusted in accordance with § 52.23(D).

(F) Failure to Provide Access; Remedies. If the owner, occupant, or User fails or refuses to provide access after notice as provided in division (D) of this Section, the City may, in addition to any other remedy available at law or in equity:

(1) Estimate the User's charges in accordance with § 52.23(D) for so long as access is not provided;

(2) Impose an inaccessible meter service charge in an amount established from time to time by resolution of the City Council, which charge shall be added to the User's bill and collected in the same manner as other water service charges;

(3) After notice and an opportunity to be heard as provided in Chapter 54, discontinue water service to the premises until access is provided and the Water Meter is inspected, tested, repaired, or replaced; and

(4) Seek an administrative search warrant, injunctive relief, or such other relief as may be appropriate in a court of competent jurisdiction.

(G) Damage; Restoration. The City shall restore any area disturbed in the exercise of its rights under this Section to a condition reasonably comparable to that existing before the work, ordinary wear and the nature of the work excepted. Where repair, replacement, or adjustment of a Water Meter is necessitated by the act, neglect, or failure to protect the meter on the part of the owner, occupant, or User, including damage by freezing, hot water, backflow, physical damage, or tampering, the cost thereof shall be charged to the User, added to the User's bill, and collected in the same manner as other water service charges.

2. Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

3. Saving Clause. The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

4. Conflict. Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other ordinance of the City.

5. Publication. This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Croswell, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

6. Effective Date. This Ordinance shall become effective upon the date of publication of the notice of its adoption as provided in Section 5, above, and as certified by the Clerk, below.

Adopted this _____ day of _____, 2026, by the City Council, City of Croswell, Michigan.

On roll call, the vote was: Yeas: _____

Nays: _____

By: _____
_____, Mayor

CERTIFICATION

I, _____, Clerk of the City of Croswell, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City Council of the City of Croswell at a regular meeting held on _____, 2026, at _____ p.m., and that it was published in _____ on _____, 2026.

_____
_____, Clerk

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL SECTIONS 51.065 THROUGH 51.070 OF CHAPTER 51 ("SEWERS") OF TITLE V ("PUBLIC WORKS") OF THE CROSWELL CITY CODE OF ORDINANCES, AND TO ADD NEW SECTIONS 51.065 THROUGH 51.073 TO CHAPTER 51 ("SEWERS") OF TITLE V ("PUBLIC WORKS") OF THE CROSWELL CITY CODE OF ORDINANCES TO ESTABLISH A WASTEWATER SERVICE RATE AND USER CHARGE SYSTEM FOR THE CITY'S PUBLICLY OWNED TREATMENT WORKS, INCLUDING RATE-SETTING AUTHORITY, THE READY TO SERVE CHARGE, RATE BASIS AND MEASUREMENT, WASTEWATER METERING REQUIREMENTS, BILLING AND COLLECTION, METER FAILURE AND ESTIMATED CHARGES, ANNUAL AUDIT AND RATE REVIEW, AND ANNUAL NOTIFICATION.

THE CITY OF CROSWELL, MICHIGAN, ORDAINS:

1. **Repeal of Existing Sections 51.065 through 51.070 of Chapter 51 ("Sewers") of Title V ("Public Works") of the Croswell City Code of Ordinances.** Existing Sections 51.065 through 51.070 of Chapter 51 ("Sewers") of Title V ("Public Works") of the Croswell City Code of Ordinances are hereby repealed in their entirety and replaced by new Sections 51.065 through 51.073 as provided in Section 2 of this Ordinance.

2. **Addition of New Sections 51.065 through 51.073 to Chapter 51 ("Sewers") of Title V ("Public Works") of the Croswell City Code of Ordinances.** New Sections 51.065 through 51.073 are hereby added to Chapter 51 ("Sewers") of Title V ("Public Works") of the Croswell City Code of Ordinances, under the subheading "Wastewater Service Rates," to read in their entirety as follows:

Wastewater Service Rates

§ 51.065 PURPOSE AND AUTHORITY.

The City of Croswell owns and operates a publicly owned treatment works and wastewater collection system for the benefit of its users. The purpose of Sections 51.065 through 51.073 is to establish a user charge system that: (a) generates sufficient revenues to pay for the operation, maintenance, replacement, and improvement of the wastewater system and to service all debt incurred in connection therewith; (b) distributes those costs equitably among all users based on each user's proportionate contribution to and benefit from the system; and (c) is established and revised from time to time by resolution of the City Council, pursuant to a rate methodology determined by the Council. Sections 51.065 through 51.073 shall be construed and applied consistently with applicable state and federal law.

§ 51.066 DEFINITIONS.

As used in Sections 51.065 through 51.073, the following terms have the meanings set forth below. Terms not defined in these Sections shall have the meanings given elsewhere in this Chapter.

(A) Billable Water Flow. The total volume of water supplied to a User's premises during a billing period from all sources, including water supplied by the City water system as measured by the User's Water Meter and water obtained from any other source as measured by a meter approved by the City Administrator under § 51.069(E)(3) of this Chapter.

(B) Equivalent Dwelling Unit (EDU). A unit of measure equal to the average wastewater flow and characteristics of a single residential dwelling unit, as determined by the City based on billing flow data and as established or revised from time to time by Council resolution. EDU assignments determine each User's proportionate share of system charges. For purposes of determining each User's EDU assignment for the Ready to Serve Charge, billing flow data shall cover a measurement period of not less than sixteen (16) to eighteen (18) months, as established in the applicable rate resolution, in order to capture seasonal variations in discharge and consumption. Once established by City Council resolution, a User's EDU assignment for Ready to Serve Charge purposes shall remain in effect for the term of that resolution and shall not be adjusted on a month-to-month basis based on actual discharge or consumption during that term. EDU assignments shall be subject to review and revision upon adoption of each subsequent rate resolution.

(C) Ready to Serve Charge. A fixed periodic charge assessed to each User, allocated by EDU, to recover the User's proportionate share of the debt service costs of the wastewater system, including principal and interest payments on bonds and State Revolving Fund loans incurred to finance system improvements. The Ready to Serve Charge does not vary with changes in a User's wastewater volume or water consumption.

(D) Sewer Return Factor. A percentage, approved by the City Administrator and set forth in a written agreement under § 51.069(E) of this Chapter, representing that portion of a User's Billable Water Flow that is discharged to the City's sanitary sewer, and applied to determine the volume of the User's wastewater discharge for billing purposes in lieu of measurement by a Wastewater Meter. A Sewer Return Factor may exceed one hundred percent (100%) where a portion of the User's wastewater discharge originates from a source other than water supplied to the premises, including water contained in raw materials processed at the premises.

(E) Wastewater Meter. A device owned, installed, and maintained by a Significant Industrial User to measure the volume of wastewater discharged from the User's premises to the City's sanitary sewer, meeting the requirements of § 51.069 of this Chapter.

(F) Water Meter. The meter owned by the City and installed on a User's premises to measure the volume of water supplied to those premises.

§ 51.067 ESTABLISHMENT OF RATES AND CHARGES.

(A) Rate-Setting Authority. All rates, charges, and the Ready to Serve Charge for wastewater service, and the rate methodology under which they are determined, shall be established and revised from time to time by resolution of the City Council. All such resolutions shall be on file in the office of the City Clerk and shall be available for public inspection. Rates shall be set in amounts sufficient to meet the financial requirements of the wastewater system as provided in Sections 51.065 through 51.073.

(B) Components of Charges. Rates and charges established by City Council resolution may include:

(1) A volumetric charge based on measured water consumption or measured wastewater discharge converted to EDUs, as applicable under § 51.068 of this Chapter; and

(2) A fixed Ready to Serve Charge based on each User's EDU assignment, which does not vary with changes in the User's wastewater volume or water consumption, and which is allocated to recover the debt service costs of wastewater system improvements as provided in subsection (C) of this section; and

(3) Such other charges as the City Council deems appropriate, including extra-strength surcharges assessed pursuant to § 51.047 of this Chapter, non-domestic user administrative charges, or special service charges.

(C) Ready to Serve Charge; Allocation; Legislative Finding. The Ready to Serve Charge shall be a fixed periodic charge allocated by EDU. The City Council finds that the debt service obligations being recovered through the Ready to Serve Charge were incurred to finance improvements to the City's wastewater system comprising both: (a) improvements to the treatment capacity of the POTW to accommodate high-volume industrial discharge, including the discharge of Significant Industrial Users served by the POTW ("Industrial Capacity Improvements"); and (b) other improvements to the wastewater system that benefit all users of the system ("General System Improvements"). Accordingly, the Ready to Serve Charge shall consist of two components, the amounts and allocation percentages of which shall be established by City Council resolution based on engineering analysis: (i) a General Component, representing the portion of the Ready to Serve Charge attributable to General System Improvements, which shall be allocated among all Users in proportion to each User's EDU assignment relative to the total EDU count of all system Users; and (ii) an Industrial Capacity Component, representing the portion of the Ready to Serve Charge attributable to Industrial Capacity Improvements, which shall be allocated exclusively among Significant Industrial Users in proportion to each SIU's EDU assignment relative to the total EDU count of all SIUs. Users who are not Significant Industrial Users shall not be assessed the Industrial Capacity Component, unless determined appropriate by the City Administrator based on the User's particular circumstances. This allocation reflects the proportionate burden imposed upon and benefit received from the wastewater system by each user class, consistent with the requirements of applicable laws.

(D) Uniform Within Class. Rates and charges shall be applied uniformly to all Users within the same user class regardless of geographical location within the service area.

§ 51.068 RATE BASIS AND MEASUREMENT.

(A) Domestic Users. For Domestic Users, wastewater service charges shall be calculated based on the quantity of water used as measured by the User's Water Meter, which quantity shall be used to determine the User's EDU assignment in accordance with the rate methodology established by Council resolution. Users that obtain all or part of their water supply from sources other than the City water system shall have their charges calculated by such equitable method as the City Administrator shall determine, which may include installation of a water or wastewater meter at the User's expense. Users may apply to the City Administrator for a seasonal or winter-average billing adjustment to account for water consumption that does not enter the wastewater system, such as outdoor irrigation or pool filling. Any such adjustment shall be subject to approval by the City Administrator.

(B) Significant Industrial Users. For SIUs, measured wastewater discharge volume, as recorded by a Wastewater Meter installed and maintained by the SIU in accordance with § 51.069 of this Chapter, shall be used as the input to calculate the SIU's EDU assignment in accordance with the rate methodology established by City Council resolution. The SIU's volumetric and Ready to Serve charges shall be determined based on that EDU assignment. Except as otherwise approved under § 51.069(E) of this Chapter, each SIU shall install a Wastewater Meter as a condition of continued service. Wastewater Meter data shall not be used for billing purposes until the installation has been inspected and approved by the City Administrator as provided in § 51.069(B)(7). Until such approval, billing shall proceed as provided in § 51.069(C) of this Chapter.

(C) Other Nondomestic Users. Nondomestic Users that are not SIUs shall be billed on the basis of Water Meter readings in the same manner as Domestic Users under subsection (A) of this section. The City Administrator may require a Wastewater Meter for any nondomestic User whose discharge the City Administrator determines is not accurately reflected by water consumption data.

§ 51.069 WASTEWATER METERING REQUIREMENTS.

(A) General. All Wastewater Meters required under §§ 51.068(B) or 51.068(C) of this Chapter shall be owned, installed, and maintained by the User at the User's sole expense, subject to the acceptance of the City Administrator. Plans and specifications for the installation of any Wastewater Meter must be sealed by a Michigan licensed professional engineer and submitted to the City before actual installation begins.

(B) Installation and Performance Standards. Wastewater Metering facilities shall meet all of the following criteria:

(1) A Michigan licensed professional engineer must develop installation plans. The plans must include drawings showing the location of the primary measuring device and the Wastewater Meter, the location of the Wastewater Meter's data output(s), and specifications for the Wastewater Meter, including its manufacturer, model, and logging frequency.

(2) A plan location map accurately showing where the primary measuring device, flow meter, and flow meter totalizer are located in relation to the facility building shall be submitted as part of the installation drawings.

(3) Wastewater Meter reading provisions for visual reading inspection, if required, shall be at convenient meter installation sites or at any existing Water Meter reading location.

(4) Underground structures and all associated piping containing the primary measuring device and the Wastewater Meter shall be installed in accordance with the Plumbing Code.

(5) If possible, the primary measuring device must be located in an open or non-permitted confined space. The recording device may not be located in a confined space.

(6) The Wastewater Meter must include a data logger capable of recording and displaying continuous flow data. The User shall inspect the data each business day and shall document each inspection with the inspector's initials, date, and time. All data records must be maintained for a minimum of three (3) years and be available for inspection by the City upon request.

(7) The Wastewater Meter installation must be inspected and found acceptable by the City Administrator before Wastewater Meter data will be used for billing purposes.

(8) The User must maintain a Wastewater Meter service contract with the manufacturer, the manufacturer's approved representative, or a qualified third-party service provider. All Wastewater Metering devices shall be checked and calibrated no less frequently than the manufacturer's recommended schedule; provided that all such devices shall be checked and calibrated at least once per year regardless of the manufacturer's recommended schedule. Calibration records must be maintained for a minimum of three (3) years and be available for inspection by the City.

(9) If the Wastewater Meter fails, becomes inaccurate, is suspected to have failed or become inaccurate, or becomes inoperable, the User must notify the City Administrator within three (3) business days. Repairs shall be completed within thirty (30) calendar days at the User's expense. If repairs cannot be completed within thirty (30) calendar days, a timetable for completion of repairs must be submitted to the City Administrator before the end of the thirty (30)-day period. During any period in which the Wastewater Meter is unavailable or its data is deemed unreliable, charges shall be calculated as provided in § 51.071(B) of this Chapter.

(10) The City shall be allowed, at its discretion, to inspect the Wastewater Meter and all associated records at any reasonable time. The City Administrator may determine that a Wastewater Metering device is not acceptable, may require installation of an alternate metering device, and/or may reject data maintained in connection with a Wastewater Metering device.

(11) For new facility construction where the City Administrator has determined that a Wastewater Meter will be required, the User shall not commence discharge to the POTW from the

facility until the Wastewater Meter is installed, verified, and calibrated in accordance with this section and any additional requirements imposed by the City Administrator.

(C) Transitional Billing Pending Meter Installation. Until a Wastewater Meter required under § 51.068(B) of this Chapter has been installed, inspected, and approved for billing purposes by the City Administrator, the User's wastewater service charges shall be calculated based on the billing flow data and EDU methodology set forth in the rate resolution adopted by the City Council pursuant to § 51.067 of this Chapter. The City Administrator shall notify each User in writing of the date by which a compliant Wastewater Meter must be installed. Such deadline shall be established by the City Administrator, in consultation with the affected User, to allow a reasonable period for engineering, procurement, and installation of the required metering facilities. Upon inspection and approval of a compliant Wastewater Meter, the User's EDU assignment shall be recalculated based on measured discharge data in accordance with § 51.068(B) and the applicable rate resolution, and billing shall transition to the meter-based methodology prospectively from the date of approval.

(D) Multiple Outfalls. Where an SIU (or other User that is required to have a Wastewater Meter) discharges wastewater to the public sewer through more than one outfall, including, but not limited to, separate discharges originating from separate buildings or structures on the same or adjacent premises, each such separate outfall shall be equipped with its own Wastewater Meter meeting the requirements of subsection (B) of this section. All data from each individual Wastewater Meter shall be aggregated to determine the User's total measured discharge for purposes of calculating the User's EDU assignment and wastewater service charges. Notwithstanding the foregoing, the User may submit a written request to the City Administrator for advance approval to combine two or more such discharges into a single metered outfall prior to discharge to the public sewer. Such request shall be submitted before any combination or reconfiguration is undertaken and shall include engineering plans, prepared and sealed by a Michigan licensed professional engineer, demonstrating that the proposed combination will capture the entirety of the User's wastewater discharge from all affected outfalls and that a single Wastewater Meter at the combined outfall will accurately measure the User's total discharge. The City Administrator may approve such a request upon finding that the proposed arrangement will produce accurate and representative discharge data for billing purposes and that the combination is otherwise consistent with the requirements of this section. Any such approval shall be in writing, shall describe the approved configuration, and shall be subject to such conditions as the City Administrator deems necessary to ensure measurement accuracy. A User shall not combine outfalls or implement a combined metering arrangement without first obtaining written approval under this subsection. The City Administrator may revoke any such approval if the combined arrangement is found to produce inaccurate, unrepresentative, or otherwise unreliable data, in which case the User shall restore separate metering at each outfall within thirty (30) calendar days of written notice of revocation.

(E) Alternative Flow Determination by Written Agreement; Sewer Return Factor. In lieu of installing one or more Wastewater Meters otherwise required by § 51.068(B) or § 51.068(C) of this Chapter, an SIU or other nondomestic User may request that the volume of its wastewater discharge be determined for billing purposes by applying a Sewer Return Factor to the User's Billable Water Flow, subject to all of the following:

(1) Availability. The City Administrator may approve a request under this subsection only upon determining that (a) installation of the Wastewater Metering facilities otherwise required by this Section is not justified by cost or feasibility considerations, and (b) the proposed Sewer Return Factor will produce a verifiable estimate of the User's actual wastewater discharge that is accurate and representative for billing purposes. A Sewer Return Factor of one hundred percent (100%) shall have the effect of treating the User's Billable Water Flow as equivalent to the User's wastewater discharge for billing purposes; approval of a factor at that level means that no separate Wastewater Meter is required solely by reason of that equivalence, provided that this provision does not relieve the User of any monitoring, sampling, or reporting obligation imposed by the User's discharge permit or by applicable pretreatment requirements.

(2) Application; Engineering Support. A request under this subsection shall be submitted to the City Administrator in writing and shall be supported by a water balance analysis prepared and sealed by a Michigan licensed professional engineer. The analysis shall identify all sources of water supplied to the User's premises; all water that does not enter the sanitary sewer, including water incorporated into product, lost to evaporation, consumed in boiler or cooling operations, applied to land or used for irrigation, or removed with solid waste or residuals; the derivation of the proposed Sewer Return Factor as a percentage of Billable Water Flow; and the production, operating, and monitoring data relied upon. The City Administrator may require that the analysis be supported by temporary flow monitoring conducted at the User's expense over a period sufficient to represent the User's normal range of operations.

(3) Water Sources; Metering of Other Sources. All water supplied to the User's premises from a source other than the City water system, including any private well, purchased water, or hauled water, shall be measured by a meter installed and maintained at the User's expense, of a type and installation approved by the City Administrator, and the readings shall be reported to the City monthly. Water from any source that is not so measured shall not be excluded from Billable Water Flow, and the City Administrator may estimate the volume of that water by such method as the City Administrator determines to be fair and reasonable.

(4) Written Agreement Required. No Sewer Return Factor shall take effect until it is set forth in a written agreement executed by the User and the City, following approval by the City Administrator and authorization by resolution of the City Council. The agreement shall state the approved Sewer Return Factor, the water sources included in Billable Water Flow, the effective date and term of the agreement, the User's reporting and verification obligations, and the procedures for review, adjustment, and revocation under divisions (5) and (6) of this subsection. The agreement shall state that the Sewer Return Factor is a verifiable estimate used solely to compute wastewater service charges, and shall not limit the authority of the City Council to establish and revise rates, charges, and rate methodology under § 51.067 of this Chapter.

(5) Verification; Periodic Review. The City Administrator shall review each Sewer Return Factor at least once every three (3) years, and may review it at any time upon a material change in the User's water use, processes, production volume, or premises. The User shall notify the City Administrator in writing within thirty (30) calendar days of any such change. In connection with

any review, the City Administrator may require temporary flow monitoring, additional engineering analysis, or the production of water use and production records, in each case at the User's expense.

(6) Adjustment; Revocation. The City Administrator may adjust or revoke an approved Sewer Return Factor upon written notice to the User if the City Administrator determines that the factor no longer produces an accurate and representative estimate of the User's wastewater discharge, that the User has failed to report or to permit verification as required, or that the information on which the approval was based was inaccurate or incomplete. Upon revocation, the User shall install one or more Wastewater Meters meeting the requirements of this Section within the period specified by the City Administrator, which shall be not less than one hundred eighty (180) calendar days, and until a compliant Wastewater Meter is approved for billing purposes the User's charges shall be determined as provided in subsection (C) of this Section. Where an approval was based on inaccurate or incomplete information supplied by the User, the City may adjust the User's charges retroactively as provided in § 51.071(C) of this Chapter.

(7) Other Obligations Not Affected. Nothing in this subsection relieves a User of any monitoring, sampling, metering, recordkeeping, or reporting obligation imposed by the City's sewer use ordinance, by the User's discharge permit, or by applicable federal or state pretreatment requirements, or limits the authority of the City Administrator under divisions (B)(10) and (C) of this Section to require the installation of a Wastewater Meter. Any extra-strength surcharge assessed under § 51.047 of this Chapter shall be computed using the discharge volume determined under this subsection unless the User's discharge permit provides otherwise.

(8) Transitional Recognition of Existing Arrangements. A nondomestic User that, as of the effective date of Sections 51.065 through 51.073, has been billed on the basis of a percentage of its metered water supply pursuant to an arrangement accepted in practice by the City but not reduced to a written agreement meeting the requirements of division (4) of this subsection, shall be permitted to continue billing on the basis of that percentage for a transitional period of 180 days following the effective date of Sections 51.065 through 51.073. During the transitional period: (a) the applicable percentage shall be the percentage in use as of such effective date; and (b) the User and the City shall negotiate and execute a written agreement meeting the requirements of division (4) of this subsection. If a compliant written agreement is not executed within the transitional period, the City Administrator may require the User to install a Wastewater Meter as provided in § 51.068(B) of this Chapter. Nothing in this division shall limit the City Administrator's authority to adjust the applicable percentage or require a Wastewater Meter if the City Administrator determines that the existing percentage no longer accurately represents the User's wastewater discharge or that an adjustment is otherwise necessary to achieve the purposes of Sections 51.065 through 51.073.

§ 51.070 BILLING AND COLLECTION; NO FREE SERVICE.

(A) Levy of Charges. Wastewater service charges shall be levied against each lot, parcel, building, or premises having a connection to the wastewater system, or which otherwise discharges sewage directly or indirectly into the system.

(B) Billing. Billing for wastewater service shall be the city's responsibility. All water meters and wastewater meters shall be read monthly and bills shall be rendered monthly. All bills shall be due and payable on the date shown on the bill.

(C) Billing and Collection. Except as otherwise expressly provided by Section 51.070(C)(1), billing and collection of wastewater service charges, including late penalties, liens, discontinuation of service, delinquent account procedures, and deposit requirements, shall be governed by Chapter 54 (Public Utility Rates) of the City's Code of Ordinances.

(1) Delinquency.

(a) Termination of service for nonpayment. If payment is not received or satisfactory arrangements have not been made by the due date an additional charge of 15% monthly, 18% annual, of the total unpaid balance shall be added.

(b) Collection of delinquent accounts. Unpaid charges for sewage disposal service furnished to any premise within the City shall be a lien against the premises. Enforcement of this lien shall be made pursuant to City Code and/or statute. This lien remedy does not preclude any other remedy provided by law. Those premises outside the city that are served by the City wastewater treatment works that have delinquent bills will be certified to their governmental unit for collection as provided in the contract between the city and the governmental unit.

(D) No Free Service. No free wastewater service shall be provided to any User, including any department, agency, or instrumentality of the City or any other unit of government.

§ 51.071 METER FAILURE; ESTIMATED CHARGES.

(A) Water Meter Failure – Domestic and Other Water-Metered Users. If a User's Water Meter fails, is removed, or produces data the City Administrator determines to be inaccurate or unrepresentative for any billing period, the City shall estimate the User's wastewater charge for that period based on the User's average Water Meter readings for the same billing period in the prior year, or for the prior twelve (12) months of accurate readings, whichever provides the more representative estimate. The City shall issue a corrected or estimated bill for the affected period.

(B) Wastewater Meter Failure – Significant Industrial Users. If an SIU's Wastewater Meter fails, becomes inaccurate, or is otherwise unavailable as provided in § 51.069(B)(9) of this Chapter, the volume of the User's wastewater discharge for the affected period shall be determined by the City Administrator based on the average of the SIU's Wastewater Meter readings for the thirty (30) calendar days immediately preceding the failure or inaccuracy on which accurate and representative readings were obtained. If thirty (30) days of prior accurate data are not available, the City Administrator may use such other period, data source (including Water Meter readings), or methodology as provides a fair and reasonable estimate. Where an SIU has multiple Wastewater Meters under § 51.069(D), the failure provision of this subsection applies on a meter-by-meter basis; discharge from functioning meters shall continue to be recorded and billed in the normal manner.

(C) Retroactive Correction. If a meter failure or inaccuracy is not discovered until after billing for the affected period has been rendered, the City shall issue a corrected bill or credit for the difference between the amount previously billed and the amount calculated under this section. No retroactive correction shall extend back more than twelve (12) months unless the City Administrator determines that circumstances warrant a longer period.

§ 51.072 ANNUAL AUDIT AND RATE REVIEW.

(A) Annual Audit. An annual financial audit of the wastewater system shall be prepared by or on behalf of the City. The audit shall show the true and complete financial results of City ownership and operation of the wastewater system, including all assets, liabilities, revenues, and expenses. The audit shall be on file in the office of the City Clerk and shall be available for public inspection.

(B) Annual Rate Review. The City Council shall annually review all rates and charges for wastewater service and shall revise them as necessary, by resolution, to ensure that:

(1) Revenues are sufficient to meet all costs of operating, maintaining, and replacing the wastewater system as necessary to preserve the system in good repair and working order;

(2) Revenues are sufficient to service all outstanding debt obligations, including principal and interest payments on bonds and State Revolving Fund loans; and

(3) All user classes pay their proportionate share of operation, maintenance, equipment replacement, and debt service costs, including the share of debt service attributable to capacity improvements allocable to each user class based on the burden imposed upon or benefit received from those improvements.

§ 51.073 ANNUAL NOTIFICATION.

All customers of the City's wastewater system shall receive annual notification, either printed on the bill or enclosed in a separate letter, which shall show the breakdown of the wastewater service charge into its components for operation and maintenance, replacement, debt service (including the Ready to Serve Charge), and any other applicable charge components.

3. Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

4. Saving Clause. The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

5. **Conflict.** Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other ordinance of the City.

6. **Publication.** This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Croswell, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

7. **Effective Date.** This Ordinance shall become effective upon the date of publication of the notice of its adoption as provided in Section 6, above, and as certified by the Clerk, below.

Adopted this _____ day of _____, 2026, by the City Council, City of Croswell, Michigan.

On roll call, the vote was: Yeas: _____

Nays: _____

By: _____
_____, Mayor

CERTIFICATION

I, _____, Clerk of the City of Croswell, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City Council of the City of Croswell at a regular meeting held on _____, 2026, at _____ p.m., and that it was published in _____ on _____, 2026.

_____
_____, Clerk

Outlook

EMS Staffing Policy – Duty Location for Full-Time EMT/Paramedics

From Donald Maury <donald.maury@croswell.us>
Date Tue 9/1/2026 6:02 PM
To Amy <cityadmin@croswell.us>

2 attachments (33 KB)
CROSWELL EMTPARAMEDIC .docx; ATT00001.htm;

Proposed Agenda Item

EMS Staffing Policy – Duty Location for Full-Time EMT/Paramedics

Background/Summary:
The City currently compensates full-time EMT/Paramedics at their regular rate during scheduled duty hours while permitting them to remain at home and respond when dispatched. These employees are not presently classified under a separate on-call or standby system.

CROSWELL EMT:PARAMEDIC .docx

A review of this practice identifies potential concerns involving wage-and-hour classification, overtime and recordkeeping, EMS readiness, response-time liability, workers' compensation and insurance, mutual-aid expectations, and accountability for expenditure of public funds.

The review identifies three potential staffing approaches: **(1)** require on-site presence during fully paid duty hours; **(2)** establish a formally defined on-call/standby classification with appropriate compensation and restrictions; or **(3)** use a hybrid system consisting of station-based primary coverage with properly classified on-call backup. The memorandum concludes that station-based staffing presents the lowest legal and liability risk.

CROSWELL EMT:PARAMEDIC .docx

Why Council Action Is Required:
This is not simply a day-to-day EMS scheduling matter. It involves City policy concerning employee compensation, duty expectations, expenditure of public funds, municipal liability, EMS readiness, and potentially conditions of employment. The memorandum specifically distinguishes the roles: **Council establishes policy and ensures lawful use of public funds; management implements that policy.** Accordingly, the determination of which staffing model the City will follow should be made by Council in an open meeting rather than being established informally at the departmental or administrative level.

CROSWELL EMT:PARAMEDIC .docx

Recommended Council Action:
Discuss and provide direction regarding the City's policy for full-time EMT/Paramedic duty hours, including whether to:

1. Require full-time EMT/Paramedics receiving full compensation to remain on-site during scheduled duty hours; **or**
2. Direct the City Administrator and legal counsel to develop a formal on-call/standby or hybrid staffing policy for subsequent Council approval.

Any implementation should be prospective and include appropriate employee notice, review of applicable labor obligations, updates to job descriptions/schedules, and confirmation that the selected model complies with Sanilac County Medical Control and mutual-aid expectations.

I. QUESTION PRESENTED

Whether the City may lawfully require paid, full-time EMT/Paramedics to remain physically stationed at the ambulance facility during scheduled duty hours, rather than permitting them to wait at home while receiving full compensation, and whether such a requirement is advisable in light of federal law, Michigan law, and Sanilac County EMS governance and mutual aid expectations.

II. SHORT ANSWER

Yes. Requiring paid full-time EMT/Paramedics to remain on-site during scheduled duty hours is legally permissible, operationally sound, and represents the most defensible approach under federal and Michigan wage-and-hour law, Michigan EMS statutes, Sanilac County medical control expectations, and mutual aid obligations. Allowing full-time personnel to remain at home while receiving full pay—absent a formally defined and compensated on-call or standby classification—creates substantial legal, liability, and governance risk.

III. FACTUAL CONTEXT

The City currently compensates full-time EMT/Paramedics at their regular rate while permitting them to remain at home during scheduled duty hours. These employees are not classified as on-call or standby personnel, nor are they compensated under a reduced standby rate. They are expected to respond when dispatched.

IV. FEDERAL WAGE AND HOUR LAW (FLSA)

The Fair Labor Standards Act ("FLSA") governs whether waiting time constitutes compensable work. Federal law distinguishes between employees who are "engaged to wait" and those who are "waiting to be engaged." The controlling inquiry is whether the employee's time is so restricted that it cannot be used effectively for personal purposes.

Emergency medical personnel are particularly susceptible to compensability findings where they must:

- Respond within a short or defined time,
- Remain within a limited geographic area,
- Maintain readiness, sobriety, and equipment availability,
- Forego normal personal activities.

Federal courts and the U.S. Department of Labor evaluate these factors under a totality-of-the-circumstances test. Paying full wages while allowing employees to remain at home during duty hours blurs the legal distinction between active duty and on-call status, increasing exposure to claims for unpaid overtime, misclassification, and inadequate timekeeping.

Requiring on-site presence during paid duty hours eliminates this ambiguity by clearly classifying all compensated time as active work time.

V. MICHIGAN WAGE AND HOUR LAW

Michigan's Workforce Opportunity Wage Act and Michigan Department of Labor and Economic Opportunity guidance largely mirror federal FLSA standards. Michigan courts regularly rely on federal wage-and-hour jurisprudence when interpreting state law.

Accordingly, any practice that is legally vulnerable under federal law carries parallel risk under Michigan law. Ambiguous at-home duty arrangements complicate compliance with wage calculation, overtime, and recordkeeping requirements and expose the City to duplicative federal and state claims.

VI. MICHIGAN EMS STATUTORY FRAMEWORK

Under Michigan's Public Health Code, licensed ambulance operations must provide continuous readiness and staffing sufficient to meet emergency response obligations. While the statute does not mandate a specific staffing model, it presumes operational control, supervision, and immediate availability consistent with the agency's licensure level.

Station-based staffing during paid duty hours aligns with these statutory expectations and strengthens the City's ability to demonstrate compliance in regulatory reviews, investigations, or litigation.

VII. SANILAC COUNTY MEDICAL CONTROL AND EMS GOVERNANCE

Sanilac County operates under a Medical Control Authority (MCA) pursuant to Michigan law. Municipal EMS agencies function within this County system and are expected to comply with County medical control protocols, operational standards, and readiness assumptions.

County medical control oversight presumes that licensed units are:

- Staffed and immediately deployable,
- Capable of meeting response expectations,
- Operating under clear supervision and accountability.

A staffing model in which paid, full-time personnel remain at home during duty hours introduces response-time variability and complicates the City's ability to demonstrate compliance with County medical control expectations during audits, protocol reviews, or post-incident analysis.

Requiring on-site presence during paid shifts strengthens the City's compliance posture and supports consistent alignment with County oversight.

VIII. MUTUAL AID AND INTERLOCAL AGREEMENTS (SANILAC COUNTY)

EMS coverage within Sanilac County relies heavily on mutual aid and interlocal agreements. These agreements generally assume that participating agencies:

- Maintain staffed units capable of timely response,
- Do not rely on informal call-back practices for primary coverage,
- Can be depended upon during concurrent calls or regional incidents.

Allowing full-time, fully compensated staff to remain at home during duty hours may:

- Undermine the City's reliability as a mutual aid partner,
- Create inequitable operational expectations among neighboring jurisdictions,
- Expose the City to scrutiny if mutual aid response is delayed.

Station-based staffing aligns the City with countywide operational norms and strengthens its standing under mutual aid arrangements.

IX. MICHIGAN CASE LAW AND JUDICIAL GUIDANCE

While Michigan courts have not issued a single case squarely addressing municipal EMTs waiting at home while on full pay, Michigan courts consistently apply federal FLSA principles in wage-and-hour disputes.

Courts within Michigan and the Sixth Circuit emphasize that:

- Public employers are subject to the same FLSA standards as private employers,
- The degree of restriction on employee time determines compensability,
- Informal or historical practices do not excuse statutory noncompliance.

Courts disfavor ambiguous arrangements that lack clear classification, documentation, and consistency—particularly in public safety contexts.

X. LIABILITY, INSURANCE, AND RISK MANAGEMENT

Allowing EMT/Paramedics to respond from home during paid duty hours increases exposure in several areas:

- **Response-time liability:** Delays attributable to off-site staffing are more difficult to defend in negligence claims.
- **Workers' compensation ambiguity:** Injuries occurring while responding from home raise complex scope-of-employment issues.
- **Insurance coverage risk:** Municipal insurers often assume station-based staffing; deviations may complicate coverage determinations.

On-site staffing provides a clearer, more defensible operational posture.

XI. PUBLIC FINANCE AND GOVERNANCE CONSIDERATIONS

Michigan municipal law requires that public funds be expended for a legitimate public purpose in a reasonable and accountable manner. Paying full wages for time spent at home—absent a formal standby classification—creates vulnerability to claims of waste, mismanagement, or unequal treatment compared to other public safety departments.

Station-based staffing ensures that compensation aligns with visible, demonstrable public service and withstands public, audit, and FOIA scrutiny.

XII. LEGALLY DEFENSIBLE POLICY OPTIONS

1. **Require On-Site Presence During Paid Duty Hours**
   Full pay corresponds to full duty and immediate readiness.
2. **Adopt a Formal Standby/On-Call Classification**
   Reduced compensation, defined response times, written restrictions, and legal review.
3. **Hybrid Model (Limited Use)**
   On-site primary coverage with clearly classified on-call backup.

Of these options, **on-site staffing for paid full-time personnel presents the lowest legal and liability risk.**

XIII. CONCLUSION

Requiring paid full-time EMT/Paramedics to remain physically stationed at the ambulance facility during scheduled duty hours is lawful, prudent, and consistent with federal and Michigan labor law, Michigan EMS statutes, Sanilac County medical control expectations, and mutual aid obligations. This approach materially reduces legal exposure, strengthens operational defensibility, and promotes transparent stewardship of public funds.

FOOTNOTES / AUTHORITIES

1. Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
2. 29 C.F.R. §§ 785.14–785.17 (Waiting Time and On-Call Time).
3. *Skidmore v. Swift & Co.*, 323 U.S. 134 (1944).
4. *Armour & Co. v. Wantock*, 323 U.S. 126 (1944).
5. *Renfro v. City of Emporia*, 948 F.2d 1529 (10th Cir. 1991).
6. Michigan Workforce Opportunity Wage Act, MCL 408.411 et seq.
7. *Ruffin v. MotorCity Casino*, 775 N.W.2d 327 (Mich. Ct. App. 2009).
8. Michigan Public Health Code – Emergency Medical Services, MCL 333.20901 et seq.
9. Medical Control Authorities, MCL 333.20910–333.20918.
10. Interlocal Cooperation Act, MCL 124.501 et seq.
11. U.S. Department of Labor, Wage and Hour Division, Fact Sheet #22.
12. Sixth Circuit FLSA jurisprudence applicable to public employers.

DEFENSIVE Q&A

On-Site Staffing Requirement for Paid Full-Time EMT/Paramedics

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1. "Why is Council even discussing this now?"

Response:
Because Council has a responsibility to periodically review whether longstanding practices remain lawful, defensible, and aligned with public expectations. This review is about risk management, legal compliance, and operational clarity—not criticism of personnel or past decisions.

---

2. "Is Council accusing EMTs of not doing their jobs?"

Response:
No. This discussion is not about performance or dedication. It is about whether the City's staffing model clearly aligns pay practices, legal standards, and operational readiness. The issue is structural, not personal.

---

3. "This is how we've always done it—why change?"

Response:
Historical practice does not determine legal compliance. Courts and auditors consistently hold that longstanding practices can still be noncompliant. Council's role is to ensure current practices remain defensible under today's legal, financial, and liability standards.

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4. "Are we required by law to staff the station?"

Response:
While no statute uses the words "must be stationed," federal and Michigan law evaluate whether paid time is truly working time. Paying full wages while allowing staff to remain at home creates legal ambiguity. Station-based staffing is the clearest and most defensible way to comply with wage-and-hour law and EMS readiness expectations.

---

5. "Does this violate union contracts or employee rights?"

Response:
Staffing location is a management decision, subject to applicable labor agreements and bargaining obligations. Council is not eliminating pay or positions; it is clarifying duty expectations. Any required bargaining would be handled lawfully and in good faith.

---

6. "Is this about saving money?"

Response:
No. This is about reducing legal and liability risk and ensuring accountability for public funds. In fact, on-site staffing may cost the same or more; the goal is defensibility, not cost-cutting.

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7. "Why can't we just call this 'on-call time'?"

Response:
On-call status requires:

- Clear classification
- Defined restrictions
- Proper compensation structure
  Currently, employees are receiving full pay without being classified as on-call. Simply relabeling the time without restructuring pay and policy would increase, not reduce, legal exposure.

---

8. "Other departments don't have to sit at work the whole time."

Response:
Emergency medical services are legally and operationally distinct. EMS response times, medical control oversight, and life-safety obligations impose stricter readiness expectations than most other municipal functions.

---

9. "Will this hurt response times or staff morale?"

Response:
Station-based staffing generally improves response reliability and clarity. Council recognizes morale concerns and intends to address them through scheduling, facility conditions, and transparent communication—not by maintaining legally ambiguous practices.

---

10. "Is Sanilac County requiring this?"

Response:
The County does not dictate municipal staffing models, but County medical control and mutual aid agreements assume immediate readiness. Station-based staffing aligns with those assumptions and strengthens the City's compliance posture.

---

11. "What if something goes wrong under the current system?"

Response:
That is precisely the concern. If an incident involves delayed response or injury during a home-based response, the City's current model would be difficult to defend legally and publicly.

---

12. "Is this targeting EMS specifically?"

Response:
No. EMS is being reviewed because of its unique legal and liability profile. Council applies the same standard—legal defensibility and public accountability—to all departments.

---

13. "Could this expose the City to lawsuits from employees?"

Response:
Clear, consistent policies reduce litigation risk. Ambiguous practices—especially involving pay and work time—are more likely to result in claims under federal and state law.

---

14. "Why not leave this decision to staff?"

Response:
Council sets policy and ensures lawful use of public funds. Management implements policy. This is a policy-level question about compensation, risk, and compliance, which appropriately belongs before Council.

---

15. "What exactly is Council proposing?"

Response:
Council is considering:

- Aligning full pay with full, on-site duty; or
- Formally restructuring on-call time with appropriate classification and compensation
  No final decision has been made; tonight's goal is open, informed discussion.

---

16. "Is this an emergency change?"

Response:
No. This is a deliberate review. Council intends to proceed methodically, transparently, and with appropriate notice and legal guidance.

---

17. "What message does this send to the public?"

Response:
That the City takes emergency readiness, fiscal responsibility, and legal compliance seriously—and that Council is willing to review difficult issues openly rather than ignoring them.

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18. "What happens next?"

Response:
Council will:

- Review legal guidance
- Consider labor implications
- Evaluate operational impacts
- Provide clear direction before any implementation

COUNCIL MEMBER CLOSE (OPTIONAL)

"This is not about blame. It's about clarity, accountability, and making sure our practices stand up to legal, operational, and public scrutiny. Asking these questions is part of our duty."

TRANSITION PLAN

Correcting At-Home Duty Practices for Paid Full-Time EMT/Paramedics
City of Croswell

I. PURPOSE AND GUIDING PRINCIPLES

The purpose of this transition plan is to bring the City's EMS staffing practices into **clear legal compliance**, reduce liability exposure, and maintain uninterrupted emergency service delivery. The transition is **prospective, non-punitive, and policy-based**, and does not assume wrongdoing by employees or prior Councils.

Guiding principles:

- No reduction in emergency coverage
- No retroactive discipline or pay clawback
- Full transparency with staff and the public
- Alignment with federal law, Michigan law, and Sanilac County EMS expectations

II. IDENTIFIED ISSUES AND LEGAL BASIS (SUMMARY)

The current practice exposes the City to:

- Wage-and-hour misclassification risk
- Overtime and back-pay liability
- EMS compliance and response-time scrutiny
- Workers' compensation and insurance ambiguity
- Public finance and governance challenges

Each issue is addressed in the transition steps below and tied to controlling legal authority.[12345678910]

III. TRANSITION PHASES

Phase 1 — Immediate Policy Clarification (0–30 Days)

Action:
Council adopts a resolution stating:

- Full-time EMT/Paramedics receiving full wages are expected to be on active duty.
- Current at-home practices are under review and will transition to a clearly defined staffing model.
- No immediate operational changes until staff notice and scheduling adjustments occur.

Purpose:

- Establishes Council intent
- Stops expansion of legally ambiguous practice
- Creates a clear administrative record

Legal Basis:

- Public employers must clearly define compensable work time under FLSA and Michigan law.[1237]

Phase 2 — Staffing Model Selection (30–60 Days)

Council formally selects one of the following compliant models:

Option A: Station-Based Staffing (Preferred / Lowest Risk)

- Paid duty hours require physical presence at the ambulance station.
- Aligns full pay with active duty and immediate readiness.

Option B: Formal On-Call / Standby Model

- At-home time reclassified as on-call
- Reduced standby compensation
- Clearly defined response times and restrictions
- Written policy and timekeeping controls

Purpose:

- Eliminates ambiguity
- Aligns compensation with legal definitions of work

Legal Basis:

- Waiting time is compensable when employees are "engaged to wait."[12345]
- Michigan law mirrors federal standards.[67]

Phase 3 — Labor and HR Implementation (60–90 Days)

Action:

- Meet with employees and, if applicable, bargaining representatives.
- Provide written notice of policy change.
- Update job descriptions, schedules, and payroll classifications.
- Implement accurate timekeeping for all duty classifications.

Purpose:

- Ensures lawful implementation
- Reduces grievance and litigation risk
- Demonstrates good-faith compliance

Legal Basis:

- Changes to working conditions must be implemented consistently and transparently.[67]
- Public employers may define duty location as a management right.[11]

Phase 4 — Operational Alignment with Sanilac County EMS (Concurrent)

Action:

- Confirm staffing model aligns with Sanilac County Medical Control assumptions.
- Document readiness standards and response expectations.
- Notify mutual aid partners of staffing clarification.

Purpose:

- Strengthens County compliance posture
- Preserves mutual aid credibility
- Reduces interjurisdictional risk

Legal Basis:

- Michigan EMS statutes presume operational readiness.[89]
- Interlocal agreements rely on dependable staffing.[10]

Phase 5 — Risk Closure and Documentation (90–120 Days)

Action:

- Finalize written EMS staffing policy
- Retain legal memorandum and Council resolutions
- Document transition timeline for audit and FOIA purposes

Purpose:

- Creates a defensible record
- Demonstrates proactive governance
- Reduces future exposure

Legal Basis:

- Courts disfavor informal or undocumented public employment practices.[356]

IV. WHY THIS TRANSITION IS LEGALLY DEFENSIBLE

- It is **prospective**, not punitive
- It corrects ambiguity rather than assigning fault
- It aligns pay with legally defined work time
- It strengthens EMS readiness and public trust
- It reduces exposure before a claim arises

Courts and auditors consistently view voluntary correction favorably.

V. COMMUNICATION STRATEGY (KEY POINTS)

- "This change is about clarity, not criticism."
- "We are aligning our practices with the law and public expectations."
- "No emergency coverage will be reduced."
- "Council is acting before a problem occurs, not after."

VI. CONCLUSION

By adopting this transition plan, the City of Croswell:

- Reduces wage-and-hour liability
- Strengthens EMS compliance
- Protects taxpayers
- Preserves employee dignity
- Demonstrates responsible governance

FOOTNOTES / LEGAL AUTHORITIES

1. Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
2. 29 C.F.R. §§ 785.14–785.17 (Waiting and On-Call Time).
3. *Skidmore v. Swift & Co.*, 323 U.S. 134 (1944).
4. *Armour & Co. v. Wantock*, 323 U.S. 126 (1944).
5. *Renfro v. City of Emporia*, 948 F.2d 1529 (10th Cir. 1991).
6. Michigan Workforce Opportunity Wage Act, MCL 408.411 et seq.
7. *Ruffin v. MotorCity Casino*, 775 N.W.2d 327 (Mich. Ct. App. 2009).
8. Michigan Public Health Code (EMS), MCL 333.20901 et seq.
9. Medical Control Authorities, MCL 333.20910–333.20918.
10. Interlocal Cooperation Act, MCL 124.501 et seq.
11. Michigan municipal management rights principles and Attorney General guidance on public employment.

Payroll 3	$41,499.95
Payroll 4	$50,822.14
Payroll 1	$39,768.58

Payroll total $132,089.72

Accounts Payable $435,213.04

Total AP $567,302.76

CLERK REPORT FOR CITY OF CROSWELL
POST DATES 08/18/2026 - 09/08/2026
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	PAY BY CHECK TYPE
BANK CODE: EMB2				
009845	5-STAR HEATING & COOL	CCC - NEW BLOWER MOWER AND CONTROL BOA	1,145.00	Paper Check
AUG 2026	ADAMS, CHAD	REIMBURSEMENT - EGLE: DRINKING WATER OP	140.00	Paper Check
9173285855	AIRGAS USA, LLC	EMS - OXYGENMEDICAL PURE 200 CGA 540 -	106.39	Paper Check
2174549112	AT&T	FIRE DEPT / WWTP - PHONE SERVICE	189.57	Paper Check
8126778113	AT&T	MISC -AUG 2026 PHONE BILL	1,069.96	Paper Check
8142026	AT&T MOBILITY	POLICE - SIM CARDS DASH CAMS	108.72	Paper Check
AUG 26	BARB HAWKS	PRIMARY ELECTION - AUGUST 2026	165.40	Paper Check
2608-C38204	BEN'S CONTRACTOR CENT	3/4" 4X8 CCX .60 FDN TREATED PLYWOOD FO	299.94	Paper Check
SEPT 2026	BLUE CROSS OF BLUE SH	GROUP 007000299 & DIV 0001 & 0002	49,366.93	EFT Transfer
76434	BOB'S TRUCK REPAIR &	EMS - HEATED DOOR VACUUM CHECK 24 FORD	511.78	Paper Check
ASAP - PAY 4	BODDY CONSTRUCTION CO	ASAP GRANT- CONTRACTOR PAY 4 APPLICATIO	99,999.88	Paper Check
PAY AP 2	BODDY CONSTRUCTION CO	RIVERBEND PARK IMPROVEMENTS - MDNR GRAN	79,364.70	Paper Check
AUGUST	CARL'S SEPTIC SERVICE	PARKS - VARIOUS INVOICES PORTA POTTIE S	1,320.00	Paper Check
71944	CENTER FOR TECHNOLOGY	2026 MICROSOFT WORD WORKSHOP AUG 4TH	25.00	Paper Check
4280446299	CINTAS CORPORATION LO	DPW/ ELECTRIC - UNIFORMS AND SUPPLIES	243.79	Paper Check
4280446050	CINTAS CORPORATION LO	WWTP - UNIFORMS /SUPPLIES	35.00	Paper Check
4279684290	CINTAS CORPORATION LO	WWTP - UNIFORMS /SUPPLIES	35.00	Paper Check
4279684369	CINTAS CORPORATION LO	DPW/ ELECTRIC - UNIFORMS AND SUPPLIES	243.79	Paper Check
4278919633	CINTAS CORPORATION LO	DPW/ ELECTRIC - UNIFORMS AND SUPPLIES	243.79	Paper Check
4278919473	CINTAS CORPORATION LO	WWTP - UNIFORMS /SUPPLIES	25.91	Paper Check
BADPD 011	CITY OF BAD AXE	CELLEBRITE LICENSE RENEWAL	300.00	Paper Check
AUG 2026	CITY OF CROSWELL	PL GRAHAM MOWER GAS - REIMBURSEMENT TO	19.00	Paper Check
370912	CIVICPLUS LLC	ARCHIVE SOCIAL	4,848.13	Paper Check
Z559659	CORE & MAIN LP	WWTP - METER TO HOOK TO CPLG	650.60	Paper Check
JUNE-JULY 26	CROSWELL GREENHOUSE	FLOWERS/PLANTS/GRASS/POTS - END OF JUNE	638.34	Paper Check
AUG 2026 STMT	CROSWELL MOTOR PARTS	MISC - MULTIPLE INVOICES	78.29	Paper Check
AUG 26	CROSWELL MOTOR PARTS	MISC - MULTIPLE INVOICES	48.79	Paper Check
09/03/2026	CUPPEN, JUDY	UB refund for account: WILW-000312-0004	38.21	Paper Check
AUG 2026	DEANN JACKLETT	PRIMARY ELECTION - AUGUST 2026	119.29	Paper Check
JULY 2026	ELAN FINANCIAL SERVIC	CC PAYMENT JUNE-JULY	583.93	EFT Transfer
6504	ELITE OVERHEAD DOOR I	EMS - LONG STEM ROLLER	312.00	Paper Check
MAY 2026	FIRE CATT, LLC	HOSE TESTING - ANNUAL	3,762.00	Paper Check
2502232605	FIRST ADVANTAGE LNS S	DRUG SCREEN A. HERRINGTON	52.46	Paper Check
2502122606	FIRST ADVANTAGE LNS S	DRUG SCREEN C. METEVIER & J. KERRINGTON	104.92	Paper Check
79079	FLEIS&VANDENBRINK	CROSWELL SANBORN BRIDGE - MDOT REPURPOS	6,100.00	Paper Check
6061	FLETCHER FEALKO SHOUD	144 N HOWARD - JUNE LEGAL FEES	337.50	Paper Check
683309	FRANZEL AUTO, TRUCK R	FIRE - VIN#8304 FAULTY THROTTLE POSITIO	939.33	Paper Check
350	GRANT BURGESS FARM TI	LOCAL MAJOR STREETS - 100 FT 8 INCH DRY	817.08	Paper Check
AUG 26	HALL, JOANN	PRIMARY ELECTION - AUGUST 2026	299.69	Paper Check
60808750	HENRY SCHEIN, INC.	EMS - GLOVES	314.40	Paper Check
AUG 26	KRIS WEST	PRIMARY ELECTION - AUGUST 2026	163.88	Paper Check
08/25/2026	LAPERRE, ROBERT	UB refund for account: WELL-000035-0000	147.05	Paper Check
CC08-2026	LE ZARAZUA CONSULTANT	WWTP - CONSULTING SERVICES AUG 2026	8,232.47	Paper Check
2025 PILOT	LEXINGTON TOWNSHIP	PILOT YEAR 2025 - PAYMENT IN LIEU OF TA	4,251.29	Paper Check
SEPT 2026	LINCOLN NATIONAL LIFE	FIRE- LIFE INSURANCE	71.28	Paper Check
AUG 26	MCCLELLAND, DUSTIN	PRMARY ELECTION - 2026	116.25	Paper Check
68131	MCLAREN PORT HURON IN	EAP PROGRAM 4TH QTR 6/24/26 - FINAL PAY	126.50	Paper Check
S5738419.001	MEDLER ELECTRIC CO.	ELECTRIC - STOCK - MINI CIRCUIT	88.32	Paper Check
AUG 26	MERKAU, DIANE	PRIMARY ELECTION AUG 2026	75.00	Paper Check
AUG 26	MERKAU, JACQUES	PRIMARY ELECTION - AUG 2026	75.00	Paper Check
JULY 2026	MERS	2026 DB CONTRIBUTION MERS	55,423.78	EFT Transfer
JULY 26 VOL	MERS	2026 VOL CONTRIBUTION MERS	30,263.02	EFT Transfer
AUG 26 - PAY 8	MICHIGAN COMMUNITY AC	PAY 8 OF 12- 2026 EO PROGRAM	13,582.85	EFT Transfer
491-479854	MICHIGAN DEPT OF HEAL	EMS - QUALITY ASSURANCE ASSESSMENT 01 J	800.19	Paper Check
10002482	NERC	4TH QUARTER ASSESSMENT 2026	705.59	Paper Check
08/25/2026	NUNN, BRANDON	UB refund for account: SANW-000131-0000	3.58	Paper Check
AUG 26	PATTI SHINN	PRIMARY ELECTION - AUG 2026	150.00	Paper Check
SEPT 2026	PLIC - SBD GRAND ISLA	LIFE INSURANCE	408.46	EFT Transfer
56993483	POWER LINE SUPPLY	ELECTRIC -STOCK PEDESTAL SECONDARY HEAD	310.95	Paper Check
13304	QUALITY COMPUTER SOLU	COMPUTER IT SERVICES FOR AUG 2026	1,200.00	Paper Check
181674-1-A	QUALITY COMPUTER SOLU	INITIAL LICENSES FOR MICROSOFT SUITE FO	285.00	Paper Check
JULY 26 (2)	RESERVE ACCOUNT	POSTAGE JULY 21-31	26.03	Paper Check
160673	SAFETY SERVICES INC	FIRE - GAS METER MAINTENANCE	163.87	Paper Check
AUG 26	SCHOEN, MELANIE	PRIMARY ELECTION - AUG 2026	281.25	Paper Check
107410	SDMYERS	ELECTRIC - TRANSFORMER TESTING	2,190.00	Paper Check
2608-522941	SELF SERVE LUMBER	PARKS - WEED EATER STRING	17.78	Paper Check
2608524978	SELF SERVE LUMBER	ELECTRIC -3/8X4X8 TEXTURED SOFFIT	63.98	Paper Check
2878590	SHAY WATER CO., INC.	WWTP - COOLER RENTAL	11.00	Paper Check
2888984	SHAY WATER CO., INC.	WWTP -5 GAL SPRING 5 GAL PURE	32.00	Paper Check
AUG 26	SONCK, DONNA	PRIMARY ELECTION - AUG 2026	138.44	Paper Check
JULY 2026	ST. OF MICHIGAN - SAL	SALES TAX - JULY 26	16,631.07	EFT Transfer

CLERK REPORT FOR CITY OF CROSWELL
POST DATES 08/18/2026 - 09/08/2026
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	PAY BY CHECK TYPE
BANK CODE: EMB2				
9-1-2026	STANFIELD SERVICES	COMMUNITY CENTER - STONE / MORTER REPAI	1,450.00	Paper Check
6073063557	STAPLES	ADMIN OFFICE SUPPLYS	36.81	Paper Check
AUG 26	STEELE, PAT	PRIMARY ELECTION - AUGUST 2026	266.25	Paper Check
TRAINING 8.26	STULL, HEATHER	MMTA - TRAINING IN MT. PLESANT TRAVEL R	371.35	Paper Check
JULY 2026	SUPERFLEET MASTERCARD	SUPERFLEET CARDS - GAS - EMB AP	7,567.59	EFT Transfer
42642-00	TERMINAL SUPPLY CO.	ELECTRIC - SPLICING WIRES - SHRINK BUTT	34.76	Paper Check
1386150	THEUT PRODUCTS	WWTP - LIMESTONE FOR WALKWAY	230.00	Paper Check
1386896	THEUT PRODUCTS	ADMIN - 4000 PSI FOUNDATION PATCH ON CR	592.12	Paper Check
1386895	THEUT PRODUCTS	ADMIN - SINK HOLE REPAIR ON CROSWELL RO	148.34	Paper Check
EMS FINAL 26	TOUCHETTE, BRYAN	REMAINDER OF THE PROJECT COST $29,760.0	28,174.00	Paper Check
6H01025	TRACE ANALYTICAL LABO	WWTP- EFFLUENT CYANIDE MONTHLY SAMPLE	116.26	Paper Check
6H00905	TRACE ANALYTICAL LABO	WWTP- GIELOW PICKLES	199.21	Paper Check
6H00662	TRACE ANALYTICAL LABO	WWTP- GIELOW PICKLES	199.21	Paper Check
AUG-SEPT 2026	U.S. BANK EQUIPMENT F	POLICE - MA5500IFX COPIER	96.59	EFT Transfer
530384785	UIS SCADA	REMOVAL OF MULTITECH CELL MODEMS & NEW	2,911.33	Paper Check
26888	VAN'S FABRICATIONS	ELECTRIC - TRAILER PARTS	170.81	Paper Check
09/03/2026	VANBUSKIRK, SANDRA	UB refund for account: HARW-000125-0006	122.02	Paper Check
407541	VIEW NEWSPAPERS	FIRE HALL BIDS, JULY 20 MEETING MINS, C	429.00	Paper Check
2275	WOODRUFF SIGN & SCREE	ADMIN - ALUMINUM SIGNS FOR AIRPORT	840.00	Paper Check
1498	YOUNGS EQUIPMENT RENT	ELECTRIC - TRACKED TRENCHER @ DAILY RA	220.00	Paper Check
TOTAL BANK CODE: EMB2			435,216.04	
GRAND TOTAL:			435,216.04	

CITY OF CROSWELL

100 N. HOWARD AVE. • CROSWELL, MICHIGAN 48422

TELEPHONE: (810) 679-2299 • FAX: (810) 821-0777

Gross Payroll & Supervisor Vacation Leave

Payroll Period: August 9-15, 2026

3rd Pay August

☒ Weekly ☐ Bi-Weekly ☐ Monthly

☐ Special Pay _____

Supervisor Vacation Leave Hours

Supervisor	Hours Used	Balance
Planck, Amy – Administrator	~~0~~	~~0~~
Holbrook, Andrea – Clerk	~~0~~	66
Stull, Heather – Treasurer	~~0~~	107.25
Phetteplace, Dave – EMS	~~0~~	488
Schoen, Jason – Police Chief	—	—

Total Gross Pay: $ 41,499.95

"This institution is an equal opportunity provider and employer." Equal Opportunity Program. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington DC 20250-9410
TDD-1-800-877-8339

WASTERWATER TREATMENT PLANT
OVERTIME REPORT

Employee Name:	Week of:	REASON FOR OVERTIME	HOURS
Chris Sutton	8/9/26	Assigned	3.0
Mark Zielinski	8/15/26	Assigned	3.0
Note: put Chris stand by pay on this form ($125)			
		TOTAL	6.0

City of Croswell Overtime Report

Department of Public Services

Pay Period 8-9-2026 to 8-15-2026

- Scott Young 8-12 water shutoff 3hrs

Report Done By: Scott Young

CITY OF CROSWELL

100 N. HOWARD AVE. • CROSWELL, MICHIGAN 48422

TELEPHONE: (810) 679-2299 • FAX: (810) 821-0777

Gross Payroll & Supervisor Vacation Leave

Payroll Period: August 9-15, 2026

3rd Pay August

☒ Weekly ☐ Bi-Weekly ☐ Monthly

☐ Special Pay _____

Supervisor Vacation Leave Hours

Supervisor	Hours Used	Balance
Planck, Amy – Administrator	0	0
Holbrook, Andrea – Clerk	0	66
Stull, Heather – Treasurer	0	107.25
Phetteplace, Dave – EMS	0	488
Schoen, Jason – Police Chief	—	—

Total Gross Pay: $ 41,499.95

"This institution is an equal opportunity provider and employer." Equal Opportunity Program. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington DC 20250-9410
TDD-1-800-877-8339

WASTERWATER TREATMENT PLANT
OVERTIME REPORT

Employee Name:	Week of:	REASON FOR OVERTIME	HOURS
Chris Sutton	8/9/26	Assigned	3.0
Mark Zielinski	8/15/26	Assigned	3.0
Note: put Chris stand by pay on this form ($125)			
		TOTAL	6.0

City of Croswell Overtime Report

Department of Public Services

Pay Period 8-9-2026 to 8-15-2026

- Scott Young 8-12 water shutoff 3hrs

Report Done By: Scott Young

CITY OF CROSWELL

100 N. HOWARD AVE. • CROSWELL, MICHIGAN 48422

TELEPHONE: (810) 679-2299 • FAX: (810) 821-0777

✓ COMPLETED

Gross Payroll & Supervisor Vacation Leave

Payroll Period: August 9-15 and August 16-22, 2026

4th Pay August

☑ Weekly ☒ Bi-Weekly ☐ Monthly

☐ Special Pay _____

Supervisor Vacation Leave Hours

Supervisor	Hours Used	Balance
Planck, Amy – Administrator	0	0
Holbrook, Andrea – Clerk	0	66
Stull, Heather – Treasurer	0	107.25
Phetteplace, Dave – EMS	0	488
Schoen, Jason – Police Chief	0	174

Total Gross Pay: $ 50,822.14

"This institution is an equal opportunity provider and employer." Equal Opportunity Program. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington DC 20250-9410

WASTERWATER TREATMENT PLANT
OVERTIME REPORT

Employee Name:	Week of:	REASON FOR OVERTIME	HOURS
Mark Zielinski	8/16/26	Assigned	3.0
Mark Zielinski	8/18/26	Training	1.5
Chris Sutton	8/22/26	Assigned	3.0
		Note: put Chris stand by pay on this form ($125)	
Note: put Chris stand by pay on this form ($125)			
		TOTAL	7.5

✓ ✓ ✓

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City of Croswell Overtime Report

Department of Public Services

Pay Period 8-16-2026 to 8-22-2026

- Scott young 8-16 Street flooded 3hrs ✓
  8-16 tree down 3hrs ✓

Report Done By: Scott Young

XB

City of Croswell

100 North Howard Avenue – Croswell, MI 48422
(810) 679-2299

Office of the City Administrator
Overtime Report

Department **Croswell Police Dept.** Supervisor **Chief J. Schoen**				
Z. Overstreet	08/14/26	Training	4 HRS	✓
G. Wood	08/14/26	Training	1 HRS	✓

H8

CITY OF CROSWELL

100 N. HOWARD AVE. • CROSWELL, MICHIGAN 48422

TELEPHONE: (810) 679-2299 • FAX: (810) 821-0777

✓ COMPLETED

Gross Payroll & Supervisor Vacation Leave

Payroll Period: August 23-29, 2026

1st Pay Sept

☒ Weekly ☐ Bi-Weekly ☒ Monthly

☐ Special Pay _____

Supervisor Vacation Leave Hours

Supervisor	Hours Used	Balance
Planck, Amy – Administrator	0	0
Holbrook, Andrea – Clerk	0	66
Stull, Heather – Treasurer	0	107.25
Phetteplace, Dave – EMS	0	488
Schoen, Jason – Police Chief	0	174

Total Gross Pay: $ 39,768.58

"This institution is an equal opportunity provider and employer." Equal Opportunity Program. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington DC 20250-9410
TDD-1-800-877-8339

City of Croswell Overtime Report

Department of Public Services

Pay Period 8-23-2026 to 8-29-2026

- There was no overtime this week.

Report Done By: Scott Young

WASTERWATER TREATMENT PLANT
OVERTIME REPORT

Employee Name:	Week of:	REASON FOR OVERTIME	HOURS
Chris Sutton	8/23/26	Assigned	3.0
Mark Zielinski	8/29/26	Assigned	3.0
Note: put Chris stand by pay on this form ($125)			
		TOTAL	6.0

KS