

AGENDA
REGULAR MEETING OF THE CARO CITY COUNCIL
October 3, 2022, 6:30 P.M.

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS/VISITORS:

COMMUNICATION:

1. Charter Communication – Upcoming Changes

CONSENT AGENDA:

1. Special Council Meeting Minutes – September 15, 2022
2. Finance/Policy Committee of the Whole Meeting Minutes – September 19, 2022
3. Regular Council Minutes – September 19, 2022
4. Invoices

REGULAR AGENDA: (action required)

1. Set Halloween Trick or Treating Hours – October 31, 2022
2. Resolution for the adoption of the Tuscola County Hazard Mitigation Plan
3. Schedule 2nd Interviews for City Manager candidates
4. CDL Licensing
5. Jack Doheny Company – Estimates for Vac Truck Repair
6. DPW Parking Lot Quotes
7. DPW Replacement Furnaces Quotes
8. Skip Matching Pavement Quotes
9. Emergency Siren Quotes
10. HVAC Quotes
11. Master Plan Public Hearing
12. Resolution by City of Caro Council to Reserve Right to Final Approval

CLOSED SESSION: Discuss Written Legal Opinion – MCL 15.268 Sec 8(1)(h)

1. Motion to Open Closed Session
2. Discuss Written Legal Opinion
3. Motion to Close Closed Session

ITEMS PENDING/POSTPONED: Parks & Recreation Committee – Fence Quotes

COMMITTEE/LIAISON POSITION REPORTS: None

MAYOR'S REPORT – Written report submitted

MANAGER COMMENTS – Written report submitted.

CLERK'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENTS

ADJOURN



September 22, 2022



165 T1 P1 *****AUTO**ALL FOR AADC 480
City of Caro
317 S. State Street
Caro, MI 48723-1725

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

This letter will serve as notice that on or around October 23, 2022, Spectrum Mid-America, LLC ("Spectrum"), will add the following channel to the Vassar, MI channel line-up serving your community.

- **The Word Network HD** on SPP Select Tier, channel 156. **The Word Network HD** is the largest African-American religious network in the world. Over the past twenty years the network has gained recognition as the network of choice by featuring ministries, an informative Christian focused television lineup and gospel music.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you should have any questions about this change, please feel free to contact me at (906) 553-7866.

Sincerely,

Joan Movrich
Manager – State Government Affairs, Michigan
Charter Communications

CITY OF CARO SPECIAL COUNCIL MINUTES

Mayor Joe Greene called the regular meeting of the City Council to order on September 15, 2022, 2022 at 5:00 p.m. in the Council Chambers.

Present: Mayor Joe Greene, City Council: Bob Eschenbacher, Emily Campbell, Don Hall, Pamela Iseler, Tisha Jones, and Jill White

Absent: None

Others: Rita Papp – Clerk and other guests

PUBLIC COMMENT/VISITORS:

Councilor Tisha Jones – Asked if this meeting worth it. Has the decision been made?

SPECIAL AGENDA: (action required)

1. Review City Manager Applicants

Council reviewed all applicants, and it was determined to interview Arturo Puckerin, Josh Tunning, Scott Czasak, Christopher Shannon, and Lauren Amellal. Council authorized Clerk Papp to schedule interviews for September 26 & 27, 2022 at 6:00 pm, 6:30 pm, 7:00 pm.

Comment was made to contact a previous applicant, Stephen Erickson.

ADDITIONAL PUBLIC COMMENT:

Sue Ellen Greenlee – Concerned with bringing in a candidate that did not apply.

Karen Snider – Disagreed on bringing in a candidate that did not apply.

Councilor Eschenbacher – Planning Commission meeting didn't go well. Chairperson has verbally resigned due to harassment from a community member.

John Snyder – Commented on the Planning Commission chairperson issue and commended the council for admitting their wrongdoing. Requested council apologize to the Planning Commission chairperson and ask him to stay on.

Council requested a legal opinion for conflict of interest - Planning Commission Chairperson.

Lauren Amellal – Commented on the verbal resignation of Planning Commission Chairperson.

22-M-188

Motion by Eschenbacher, seconded by Hall to adjourn the meeting at 6:12 p.m.

Motion carried.

Rita Papp
City Clerk

CITY OF CARO FINANCE/POLICY COMMITTEE OF THE WHOLE MINUTES

Mayor Joe Greene called the Finance/Policy Committee of the Whole meeting to order on September 19, 2022 at 5:30 p.m. in the Council Chambers.

Present: Mayor Joe Greene, City Council: Bob Eschenbacher, Emily Campbell, Don Hall, Pamela Iseler and Jill White

Absent: Tisha Jones

Others: Lauren Amellal – Interim City Manager, Rita Papp – Clerk, Michele Perry – Treasurer and other guests

PUBLIC COMMENT/VISITORS: None

BUSINESS ITEMS:

1. Fourth Quarter Financial Report FY 2021/2022

Michele Perry – Treasurer presented the Fourth Quarter Financial Report FY 2021/2022. Michele indicated that we need to look at the Speednet contract and we may have to contact legal for interpretation of the contract and how it is billed.

Motion by Eschenbacher, seconded by Hall to recommend to Council to accept and approve the Fourth Quarter Financial Report FY 2021-2022 as presented.

Motion carried.

2. Pet Policy Discussion

Lauren Amellal – Interim City Manager discussed a concern with pets in the municipal building.

Motion by White, seconded by Iseler to recommend to Council that the City implement a rule for no pets in the Municipal Building.

Motion carried.

3. Flex/Comp Time Policy Discussion

Lauren Amellal discussed Department Heads concerns with the use of Flex/Comp Time. Discussion followed. No action was recommended to Council.

4. Blight Policy/Ordinance Discussion

Lauren Amellal – Interim City Manager discussed blight enforcement issues. Randy Heckroth – Blight Officer discussed his concerns in the way the ordinances are written and requested some possible changes. Discussion followed. Issue will be reviewed internally and will be brought back to committee.

5. Residential Address Sign Discussion

Postponed.

6. Banner Policy Amendment Discussion

Postponed.

7. Utility Policy Discussion

Postponed.

8. CDL Reimbursement Policy

Postponed.

Motion by Eschenbacher, seconded by White to adjourn the meeting at 6:32 p.m. Motion carried.

Rita Papp
City Clerk

CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Joe Greene called the regular meeting of the City Council to order on September 19, 2022, at 6:38 p.m. in the Council Chambers.

Present: Mayor Joe Greene, City Council: Bob Eschenbacher, Emily Campbell, Don Hall, Pamela Iseler and Jill White

Absent: Tisha Jones

Others: Lauren Amellal – Interim City Manager/Director of Development & Strategic Initiatives, Rita Papp – Clerk, Michele Perry – Treasurer, Brian Newcomb – Police Chief, Randy Heckroth – Fire Chief/Code Enforcement Officer, Tom Reese – Director of Public Works, Ken Fields – WWTP and other guests

AGENDA APPROVAL

22-M-189

Motion by Eschenbacher, seconded by White to approve the agenda with the additions of:

Communications: #4 – Well # 7

Regular Agenda: #7 – Fourth Quarter Financial Report FY 2021/2022, #8 – Pet Policy, #9 – CDL

Discussion, #10 – Banner Policy

Motion Carried.

PUBLIC COMMENT/VISITORS:

Allan Michel – Commented on the wind turbine traffic through town and commended the work of the Chief of Police and Fire Chief. Commended the Planning Commission Chairperson. He values his knowledge and integrity. Fair did great this year.

COMMUNICATIONS

1. Charter Communications – Upcoming Changes
2. Planning Commission Minutes – August 23, 2022
3. Parks & Recreation Committee Minutes – August 17, 2022

CONSENT AGENDA:

1. Regular Council Minutes – September 6, 2022
2. Invoices
3. Department Reports
 - A. Police Report – Chief Brian Newcomb
 - B. Fire Report – Chief Randall Heckroth
 - C. Code Enforcement – Randall Heckroth
 - D. Director of Public Works Report – Tom Reese
 - E. WWTP – Ken Fields
 - F. Municipal Parking Violations Bureau Report – Jennifer Trahan
 - G. Director of Development & Strategic Initiatives Report – Lauren Amellal

22-M-190

Motion by Eschenbacher, seconded by Campbell to approve the consent agenda as presented including invoices.

Motion Carried.

REGULAR AGENDA: (action required)

1. Election Commission Appointment & Election Inspector Pay

22-M-191

Motion by Hall, seconded by Eschenbacher to accept and approve the recommendation from City Clerk Papp to appoint to the Election Commission; Jill White as the city official, and Lauren Amellal as the qualified elector with no per diem pay, and to pay \$200.00 per day per election inspector, \$100.00 per half day per election inspector, if necessary, \$250.00 per day for each chairperson, \$50.00 for attending necessary training.

Motion carried.

2. Resolution Establishing Election Commission

22-M-192

Motion by Eschenbacher, seconded by White to approve the Resolution Establishing Election Commission as presented.

Roll call vote: Campbell - yes, Eschenbacher - yes, Hall - yes, Jones – absent, Iseler - yes, White - yes, Mayor Greene - yes

Motion carried.

3. Reschedule City Council Meeting – November 7, 2022

22-M-193

Motion by Eschenbacher, seconded by Iseler to reschedule the November 7, 2022, General Council Meeting to November 10, 2022, at 6:30 p.m. due to the General Election scheduled for November 8, 2022.

Motion carried.

4. GM Financial – Proposal for Municipal Lease Purchase

22-M-194

Motion by White, seconded by Hall to accept and approve the recommendation from Police Chief Newcomb to enter into a lease agreement with GM Financial and Burt Watson for a 2022 Chevrolet Silverado CC 1500 2FL with a lease term of 5 years with an annual payment of \$10,146.26 and to authorize City Treasurer Perry to make the appropriate budget amendments.

Motion carried.

5. Banner Request – Tuscola County Pumpkin Festival

22-M-195

Motion by Hall, seconded by White to approve the Banner Request – Tuscola County Pumpkin Festival – September 26, 2022 – October 10, 2022, with the agreement that this banner will be approved with no payment required.

Motion carried.

6. Master Plan Draft Review

Interim City Manager Amellal requested the council to review the Master Plan Draft.

7. Fourth Quarter Financial Report FY 2021/2022

22-M-196

Motion by Eschenbacher, seconded by Campbell to accept and approve the Fourth Quarter Financial Report FY 2021/2022 as presented.

Motion carried.

8. Pet Policy/Rule

22-M-197

Motion by White, seconded by Hall to approve a rule to not allow pets in the municipal building.

Motion carried.

9. CDL Reimbursement Policy

22-M-198

Motion by Hall, seconded by White to approve a CDL Policy indicating that the city will pay the employee wages to attend the CDL class and the employee will be responsible for the CDL class expense and any current employees without a CDL may not drive any city vehicles that require a CDL license.

Motion carried.

Matter to be brought back to council after further research.

Recess: 7:54 p.m.

Reconvened: 7:57 p.m.

10. Banner Policy Amendment

22-M-199

Motion by Eschenbacher, seconded by Campbell to accept and approve the recommendation to add the \$150.00 fee back to the Banner Policy effective September 19, 2022.

Motion carried.

ITEMS PENDING/POSTPONED: Parks & Recreation Committee Fencing Quotes

COMMITTEE/LIAISON POSITION REPORTS:

1. Economic Development Corporation (Greene) – EDC is continuing to review application for grants.
2. Chamber of Commerce (Manager) – Chamber of Commerce appointed Interim City Manager Amellal to the Gingerbread Festival committee. There are vacant seats on the Chamber of Commerce Board. Chamber is advertising for a Part Time Chamber of Commerce Manager. The Chamber of Commerce has a storage agreement for the Mertz Road location only.
3. Downtown Development Authority (Hall) – Did not attend. Highlights from Interim City Manager Amellal – DDA approved \$500.00 for beautification. Tuscola County Pumpkin Festival discussion. Farmers Market update provided. Approved a striping bid and tree trimming bid. Had a discussion on way finding signs.
4. Fair Board (White) – No report.
5. Parks & Recreation (White) – Meeting scheduled for September 20, 2022.

6. Planning Commission (Eschenbacher) – Rough draft for a medical building from Hills and Dales. Reviewed the Master Plan and requested everyone to review the document.
7. Tuscola County Board of Commissioners (Jones) – Absent. No report.
8. Zoning Board of Appeals (Greene) – No report.
9. Indianfields Township (Greene) – Did not attend. No report.
10. Almer Township (Campbell) – Indianfields Township Supervisor made a presentation regarding the Caro Fire Department contracts. Discussed the franchise verses annexation issues.

MAYOR'S REPORT – Written report submitted

Highlighted the paving project at the Caro Area Airport.

MANAGER'S COMMENTS – Written report submitted

Highlighted the current process of determining the best location for the new well.

CLERK'S REPORT – Written report submitted

Reminded council of upcoming City Manager interviews scheduled for September 26 & 27, 2022.

TREASURER'S REPORT – Written report submitted

Reviewed the CD's report with council.

Requested that the verbal warning documentation be pulled from her file.

ADDITIONAL PUBLIC COMMENT:

Mayor Greene – Read an email from Al Jones requesting that a community member should be on the interviewing committee. Council agreed that it should be public comment only.

22-M-200

Motion by Eschenbacher, seconded by Hall to adjourn the meeting at 9:00 p.m.

Motion carried.

Rita Papp
City Clerk

GL Period	Chk Issue Date	Check No	Vendor No	Payee	Amount
09/22	09/30/2022	75895		Void Check	.00 V
09/22	09/30/2022	75897		Void Check	.00 V
09/22	09/21/2022	75893	2921	GM FINANCIAL	10,146.26
09/22	09/26/2022	75894	894	MOORE MOTOR SALES	35,577.00
09/22	09/30/2022	75896	2817	AMAZON CAPITAL SERVICES	2,204.11
09/22	09/30/2022	75898	2861	ASHLEY PERKINS	53.00
09/22	09/30/2022	75899	590	BELL - WASIK, INC.	1,791.33
09/22	09/30/2022	75900	177	BRENTWOOD GRAPHICS	14.00
09/22	09/30/2022	75901	2755	CAPITAL ONE	81.98
09/22	09/30/2022	75902	2791	CAROL CARTER	23.00
09/22	09/30/2022	75903	233	CARTER LUMBER	47.19
09/22	09/30/2022	75904	2880	CATHERINE SCHRIBER	45.00
09/22	09/30/2022	75905	2879	CATHY TOMLIN	37.00
09/22	09/30/2022	75906	1976	CHRIS E LANDSCAPING LLC	5,100.00
09/22	09/30/2022	75907	2402	COMPANION LIFE INSURANCE CO.	1,475.25
09/22	09/30/2022	75908	402	DJ's PORTABLE TOILET RENTALS, LLC	684.00
09/22	09/30/2022	75909	205	DORNBOS SIGN, INC.	270.85
09/22	09/30/2022	75910	2174	EMTERRA ENVIRONMENTAL USA CORP	16,727.48
09/22	09/30/2022	75911	1514	FARM DEPOT	305.35
09/22	09/30/2022	75912	2150	FIRST BANKCARD	2,463.42
09/22	09/30/2022	75913	553	HAMMOND DRIVES & EQUIP INC	228.48
09/22	09/30/2022	75914	226	HIRSCHMAN OIL SUPPLY INC	3,229.77
09/22	09/30/2022	75915	2910	JOSIAH ANDERSON	100.00
09/22	09/30/2022	75916	2793	JOY RICHARD	21.00
09/22	09/30/2022	75917	2792	JOYCE POLEGA	274.00
09/22	09/30/2022	75918	683	KAPPEN TREE SERVICE	950.00
09/22	09/30/2022	75919	2852	KATHLEEN THOMPSON	39.00
09/22	09/30/2022	75920	770	KEN MARTIN ELECTRIC, INC	4,700.00
09/22	09/30/2022	75921	2794	KENDRA UREEL	157.00
09/22	09/30/2022	75922	2702	KRISTAL'S HELPING HAND LLC	710.00
09/22	09/30/2022	75923	2891	LISA JUNE	130.00
09/22	09/30/2022	75924	2922	MARCIE RODRIGUEZ	120.72
09/22	09/30/2022	75925	2809	MARY ELLEN OSTERHOUT	41.00
09/22	09/30/2022	75926	2907	MICHIGAN DIVERSIFIED SERVICES LLC	1,334.00
09/22	09/30/2022	75927	830	MICHIGAN PIPE & VALVE-SAGINAW	2,696.00
09/22	09/30/2022	75928	2796	MIKE PAPP	25.00
09/22	09/30/2022	75929	1054	ROWE PROFESSIONAL SVS COMP.	2,272.50
09/22	09/30/2022	75930	1085	SENSUS USA INC	1,949.94
09/22	09/30/2022	75931	1126	STATE OF MICHIGAN - ELGE CASHIERS OFF	1,427.00
09/22	09/30/2022	75932	816	STATE OF MICHIGAN - MDOT	14,625.85
09/22	09/30/2022	75933	2569	TEAM FINANCIAL GROUP	299.00
09/22	09/30/2022	75934	2825	THOMAS GRASS	14.00
09/22	09/30/2022	75935	1189	THUMB CELLULAR	123.90
09/22	09/30/2022	75936	2919	TIFFANY BEHERNDS	20.00
09/22	09/30/2022	75937	2374	TREETOP PRODUCTS CONSOLIDATED	216.87
09/22	09/30/2022	75938	1234	TUSCOLA COUNTY	2,437.50
09/22	09/30/2022	75939	2482	UNIFIRST CORPORATION	123.29
09/22	09/30/2022	75940	2836	UPS	2.52
09/22	09/30/2022	75941	1271	USA BLUEBOOK	1,060.39
09/22	09/30/2022	75942	2754	VANTAGEPOINT TRANSF AGT-109176	12,722.82
09/22	09/30/2022	75943	2799	WALTER MALBURG	147.00
09/22	09/30/2022	75944	2644	WATER SOLUTIONS UNLIMITED	5,612.20
09/22	09/30/2022	75945	47	AFLAC	629.74

CITY OF CARO

Check Register
Check Issue Dates: 9/20/2022 - 10/3/2022

Page: 2
Sep 30, 2022 10:30AM

GL Period	Chk Issue Date	Check No	Vendor No	Payee	Amount
09/22	09/30/2022	75946	2804	ANNA HANBY	45.00
09/22	09/30/2022	800008	319	CONSUMERS ENERGY	68.25
09/22	09/30/2022	800009	388	DTE ENERGY	14,518.44
Grand Totals:					<u>150,118.40</u>

Report Criteria:

Report type: Summary

CITY OF CARO

INTERIM CITY MANAGER
LAUREN AMELLAL
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

TO: City Council
FROM: Rita Papp – City Clerk
SUBJECT: Set Halloween Trick or Treating Hours
DATE: October 3, 2022

BACKGROUND

Halloween falls on a Monday, October 31, 2022, this year. In the past, Council has set trick-or-treat hours for October 31, from 6:00 p.m. – 7:30 p.m. with the fire siren sounding at the start of trick-or-treating and again at the end.

RECOMMENDATION

Council set trick-or-treat hours for October 31, 2022, from 6:00 p.m. – 7:30 p.m. with the siren to sound at the starting and ending times.

City of Caro

Resolution for the adoption of the Tuscola County Hazard Mitigation Plan

Whereas: City of Caro, Michigan is vulnerable to a wide range of natural, technological, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential, and public properties, displaced citizens and businesses, closed streets and presented general health and safety concerns; and

Whereas: Tuscola County has prepared a Tuscola County Hazard Mitigation Plan that provides an understanding of those threats, identifies the hazards affecting the area, discusses the county's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards; and

Whereas: The Tuscola County Hazard Mitigation Plan represents the interests and needs of City of Caro.

Now, therefore, be it resolved that.

The Tuscola County Hazard Mitigation Plan is hereby adopted as an official plan of City of Caro.

The following resolution was offered by: _____ and seconded by:

Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED ON THIS 3RD DAY OF OCTOBER 2022

Rita Papp, City Clerk

Joseph Greene, Mayor

Rita Papp

From: Steve Anderson <tceemanderson@tuscolacounty.org>
Sent: Monday, September 19, 2022 2:08 PM
To: Jesse Robinson; Joan Koch; Russell Speirs; Theresa Bauer; Kristy Troup; Doug Kramer; Thomas Raymond; Carrie Petzold; Steven Schwab; Kayla Reed; William Campbell; Russell Rienas; Lauren Amellal; Chris Graff; Charles Heinlein; Barbara Valentine; Jeff Bassett; Kathy Trischler; Joseph Greene; kathryn Sattelberg; Shelly Hicks; Ed Hunt; Sarah Donovan; Matt Prime; Annette Rieck; Jody Hunt; Pamela Brinkman; Pam Shook; Leila Rish; Chris Ranney; Art Graff; Mike Damm; Judy Cockerill; Matthew Blatt; deana Jacoby; Kristine King; Chuck Fabbro; Nanette Walsh; John Stack; Malisa Pyles; Deborah Pounds; Kristen Nelson-Young; Robin Wallace; Kristin Wright; Robert Keilitz; Deidra Zdrojewski; Kaylene Long; Timmy Rumble; Andrew Niedzinski; Albert Pearsall; Christina Parmenter; Carrie Gilley; Amy Holbrook; Karen Varney; Rex Vroman; Merri Lemcke; Bruce Foether; Jim Stockmeyer; Christine Kolar; Carmell Pattullo; Hazel Schlosser; Cory Skinner; Suzy Rockwell; Jim Mantey; Rita Dickinson; Brenda Bigham; Jamie Schuette; Debbie Powell; Anthony Shaver; Pat Witkovsky; Heather Severence; Keith Aeder; Jackie Sabgash; Candra Franzel; Paul Keast; Steve Linzner; Ed Rievert; Lisa Geiger; Renee Schiefer; Carrie Hines; Shari Hadaway; Robert Loomis; Ben Guile; Shari Blonde; Katie Gebhardt; Pennie Rienas; Michele Perry; Lisa Valentine; Tod Fackler; Peggy Reavey; Tammy Townsend; Terry Muntz; Allen Green; Stephanie Bruce; Rita Papp
Subject: Tuscola County Hazard Mitigation Plan Update and Approval Process
Attachments: DRAFT-Resolution for the adoption of the Tuscola County Hazard Mitigation Plan - DRAFT.docx

Greetings,

As you know, Tuscola County has been in the process of re-writing the Hazard Mitigation Plan as required by FEMA. After nearly a year and a half and several revisions, I am happy to announce that FEMA has approved the plan. After learning of the approval, I was able to take the plan in front of the Tuscola County Board of Commissioners for their adoption of the plan by resolution on September 15th.

The next step in this process is for the local units of government to adopt the plan by resolution. In an effort to make this as streamlined and painless for you, I have attached a draft resolution in 'Word' format that can easily be completed and brought before your local governing board. Once your governing board adopts the plan by resolution, please send back the completed resolution to me. I am asking that everyone has this process completed by December 1st.

A link to the approved plan can be located here:

[2022 Tuscola County Hazard Mitigation Plan -FEMA Approved-](#)

Additionally, it can also be found on the county website:

<https://www.tuscolacounty.org/emergency/hazard.php>

If you would like a printed copy of the plan, please let me know and I will get you a copy, please keep in mind it is in excess of 400 pages in length. (As the resolutions are returned, they will also be added to the plan)

I would also like to thank everyone who took the time to help with this project by completing the surveys and providing input during this process.

If you have any questions or concerns, please let me know...

Steve

--
Deputy Steven Anderson

Emergency Manager

420 Court St. Suite #1

Caro, MI 48723

Office # 989-673-5181

Cell # 989-450-0147

Fax # 989-673-8164

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CITY OF CARO

INTERIM CITY MANAGER
LAUREN AMELLAL
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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MAYOR
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CITY COUNCIL
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DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM

TO: **City Council**
FROM: **Rita Papp, City Clerk**
DATE: **October 3, 2022**
RE: **CDL Licensing**

BACKGROUND

Back on February 7, 2022, the State of Michigan has updated their requirements to obtain a CDL license. Individuals are now required to take a course at an approved CDL school. Prices are based on what level of CDL is required. Currently we have 5 employees that do not have a Class B CDL. Three in DPW, and 2 in WWTP. According to our job description of a DPW Operator –

“Licenses/Certification: Valid State of Michigan Vehicle Operator’s License is required; Valid State of Michigan Commercial Driver’s License, Class B with airbrakes within one year of hire.” According to our job description of a WWTP Operator – “A valid State of Michigan CDL (B) Driver’s License, a satisfactory driving record and the ability to maintain one throughout employment.” Due to past practices, the lack of proper accountability, potential liability, and a pandemic beyond our control, we are encountering the issue of staff not having the proper licensing to operate certain city vehicles.

We have consulted our attorney and the union representative. Both have indicated that the city is obligated to pay for the minimum requirement of Class B CDL as outlined in both job descriptions and the GELC Union Contract. As outlined in the GELC Union Contract, “Article XVII – Training and Seminars, 17.2 – All training and seminars must be authorized by the employer, certificates of completion for seminars, when available, must be presented to the employer before such payment will be made.” And “Article XXV – Licenses, 25.1 – All employees must maintain all licenses that are required for their jobs; failure to do so may result in the employee being suspended without pay or discharged. Maintaining the above listed State licenses or certifications shall be the employee’s sole responsibility. Failure to inform the supervisor or employer that a license has expired may result in discharge of the employee. The city shall pay for the cost of the license and any training associated with said licenses.”

Upon investigation, the school that is the most economical is Tri Area Trucking School, Freeland, Michigan. Cost is \$1,900.00 per individual. Cost covers commercial learner’s permit, DOT medical exam, DOT drug screen, hands-on skills training, and third-party road test. All documentation is included for your review.

RECOMMENDATION

Recommend that the City of Caro pay for the minimum requirement of a Class B CDL for the 5 employees as outlined above based on their job descriptions and union contract. Also, employee must successfully pass the course or employee will be required to reimburse the city for all costs associated with the training via the appropriate means of reimbursement.

CITY OF CARO

INTERIM CITY MANAGER
LAUREN AMELLAL
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

ACTION

Option 1:

To ACCEPT the recommendation of the City Clerk and APPROVE payment of the minimum requirement of a Class B CDL for the 5 employees as outlined in their job descriptions and union contract and employee must successfully pass the course or employee will be required to reimburse the city for any and all costs associated with the training.

Option 2:

To deny the recommendation of the City Clerk.

Option 3:

To postpone this action until the next regularly scheduled meeting of the City Council.



Programs Offered

Class A CDL with No Restriction

Class A CDL Automatic

Class B CDL with No Restriction

Class B CDL Automatic

Class B CDL Automatic with Passenger

Class B CDL Automatic with School Bus

Program Hours

Monday - Friday

8:00AM - 4:30PM

Our program hours are applicable to all of our CDL Programs.

Tri-Area Trucking School does not offer night or weekend training programs.

Course Description

Class A CDL Programs:

- ❖ One Week of LIVE Virtual Classroom Training (40 Hours)
 - >General Knowledge
 - >Air Brakes
 - >Combination Vehicles
- ❖ At Home Retention Quiz (40 Hours)
- ❖ Two Weeks of Hands-On Yard Training (80 Hours)
 - >Vehicle Inspection
 - >Basic Controls
 - >Backing
 - >Shifting Gears (Not Applicable to Automatic)
 - >Highway, Urban, and Rural Driving
 - >Coupling and Uncoupling Tractor Trailers

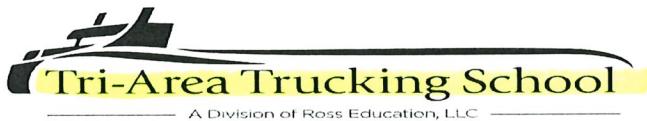
Class B CDL Programs:

- ❖ Two Days of LIVE Virtual Classroom Training (16 Hours)
 - >General Knowledge
 - >Air Brakes
- ❖ Three Days of Hands-On Yard Training (24 Hours)
 - >Vehicle Inspection
 - >Basic Controls
 - >Backing
 - >Shifting Gears (Not Applicable to Automatic)
 - >Highway, Urban, and Rural Driving

All of our top-of-the-line training programs cover the costs of a commercial learner's permit, DOT medical exam, and DOT drug screen as part of the total tuition amount.

Pricing

For more information regarding tuition costs please call our office at (989)692-0560.



6272 Midland Rd
Freeland, MI 48623
Phone (989) 692-0560 Fax (989) 692-0504

Attention To:

Name: Rita Papp
Company: City of Caro
Street :
City State Zip: Caro, MI 48723

Approval Date: _____

Representative _____

Quotation

Date: September 23, 2022
Quotation valid until: December 23, 2022
Completed By: Jaquaya Austin-Browde

Student Name: N/A

Program Details: CDL-B
Class B program Monday-Friday 8:00AM-4:30PM
Five day Course - 40 Hour Program
Start Date: 10/3/2022 or 10/24/2022
Graduation Date: T B D

Description	AMOUNT
Class B CDL Training - Two day Virtual Classroom	\$475.00
Commercial Learner's Permit	Included
DOT Physical	Not Included
DOT Drug Screen	Not Included
Class B CDL Training - Three days of Hands-On Skills Training	\$1,425.00
One (1) Third Party Road Test	Included
*Tri Area Trucking School does Not accept Federal Student Aid FAFSA	
	TOTAL \$ 1,900.00

THANK YOU FOR YOUR BUSINESS!



Certified by the State of Michigan
Certification # P000621

providing they are able and qualified to perform the remaining work.

- 15.5 The City shall not utilize part-time employees to the extent that doing so causes the layoff of a member of the bargaining unit.
- 15.6 Full-time employees who are laid off and choose to accept part-time positions shall continue to receive his/her full-time rate of pay.
- 15.7 Employees laid off shall be listed on a recall list in inverse order of their layoff for a period of two (2) years or a period of time equal to their seniority at the time of layoff, whichever is less. No new employees may be hired into classifications in the bargaining unit from which employees on the recall list were laid off.
- 15.8 When employees are to be recalled from layoff, they shall be recalled in order from the Recall List. Notice of recall shall be sent to the employee at his/her last known address by Registered or Certified Mail. If a recalled employee fails to report to work within ten (10) calendar days from the date of receipt of Notice of Recall, he/she shall be considered to have resigned.

ARTICLE XVI — FUNERAL LEAVE

- 16.1 Regular full-time employees will be granted paid funeral leave of up to three (3) working days if needed in the event of a death in the employee's immediate family.
The City Manager may grant an extension of leave for extenuating circumstances at which time the employee may take accumulated paid time off or an unpaid leave of absence.
- 16.2 For purposes of this Article, immediate family is defined as the employee's mother, father, step-father, step-mother, step-child, step-brother, step-sister, sister, brother, child, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law brother-in-law, grandchild, grandparent, or other relative of the employee who is residing in the employee's household at the time of death.
- 16.3 Employees may be granted time off, up to four (4) hours, at the discretion of the supervisor and City Manager, in the event of other relatives' death, or that of a City employee, or when an employee serves as pallbearer at a funeral. The employee shall use their vacation or personal leave time, in order to be able to have leave for the four (4) hours. In the event of the death of a current City employee or current City Council member the City will pay up to four (4) hours as paid leave for the employee to attend the funeral or memorial service.
- 16.4 The Employer reserves the right to require verification of the date of death through a newspaper obituary, death certificate, or letter from the funeral home or undertaker.

ARTICLE XVII — TRAINING AND SEMINARS

- 17.1 When an employee attends a job-related meeting or seminar, the City will compensate the employee up to eight (8) hours of pay at the regularly hourly rate. No overtime will be paid; however, any meals and mileage will be paid by the City of Caro. Employees are expected to limit expenses to reasonable amounts.
- 17.2 All training and seminars must be authorized by the Employer. Certificates of completion for

seminars, when available, must be presented to the Employer before such payment will be made.

17.3 The City shall provide eight (8) additional hours or paid time-off each calendar year for the Chief Union Steward, or his or her designee to attend the POLC/GELC Annual Union Conference. No additional costs, to include but not limited to, overtime, mileage, food, and lodging will be at the expense to the employer.

ARTICLE XVIII — MILEAGE

18.1 In the event an employee must use his/her own personal vehicle for a seminar, (excluding Union business or seminars), meetings or valid City business, the employee will be compensated at the current IRS allowable rate, per mile only after completing and submitting the proper City expense reimbursement form. All compensation must be validated and approved by the Employer.

ARTICLE XIX — INSURANCE

19.1 Health Insurance. Full-time employees and their eligible dependents shall be eligible for the Employer's health insurance.

19.1.1 The City's health insurance plans are as follows:

- a) MESSA Choices \$500/\$1000 0% Coinsurance (Standard Plan)
- b) MESSA Choices \$500/\$1000 20% Coinsurance (Buy Down Plan)
- c) Essentials By MESSA (Buy Down Plan)

19.1.2 Employees that are in the Standard and either Buy Down Plan will contribute 20% towards his/her annual medical premium on a monthly basis based on the coverage the employee is enrolled in (single, 2 person, or family).

19.1.3 Any full-time employee who is eligible for reasonably equivalent health insurance coverage elsewhere is not eligible for health insurance as part of the City of Caro group. However, so long as the plan allows, employees will be given a monthly payment based on the premium level that would have been paid on his or her behalf as part of the City Group as follows: single coverage - \$75.00 per month; two person coverage - \$250.00 per month; family coverage - \$300.00. Any employee who does not take the City's health care coverage, must sign a waiver of coverage.

19.2 Life Insurance. Regular, full-time employees are covered by a \$35,000 group term life insurance policy with a \$35,000 accidental death and dismemberment provision. The Employer will pay the premium for this life insurance coverage.

19.3 Long-term Disability. Regular full-time employees shall be covered by the City's long- term disability (LTD) insurance program, which provides two (2) years of coverage after an employee is disabled for over one hundred and eighty (180) days with a benefit of sixty (60%) percent of normal straight time earnings subject to the provisions of the insurance policy.

19.4 Alternative Options. The Employer reserves the right to provide the insurance called for in this Article either through self-insurance or through an insurance carrier selected by the Employer, so long as the insurance provided remains reasonably equivalent to the current coverage.

ARTICLE XXIII — PART-TIME EMPLOYEES

23.1 Part-time employees shall receive no benefits except hourly wages and legally- mandated benefits.

ARTICLE XXIV — NEW OR CHANGED JOBS

24.1 When a new job is placed in existence which is within the bargaining unit which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following date of notification to the Union. During this period, the Union may request in writing a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty-(30) day period, the rate shall become permanent at the end of such period.

ARTICLE XXV — LICENSES

25.1 All employees must maintain all licenses that are required for their jobs; failure to do so may result in the employee being suspended without pay or discharged.

25.2 Employees in the indicated departments with the indicated licenses shall be paid the following hourly premiums:

Water Department-

S license	-\$0.25 per hour for S-4, .50 for S-3, .75 for S-2 and \$1.00 for S-1
D license	-\$0.25 per hour for D-4, .50 for D-3, .75 for D-2 and \$1.00 for D-1

Wastewater Treatment Plant-

D license	\$0.25 per hour
C license	\$0.50 per hour
B license	\$0.75 per hour
A license	\$1.00 per hour
(not more than 1)	

Maintaining the above-listed State licenses or certifications shall be the Employee's sole responsibility. Failure to inform the supervisor or employer that a license has expired may result in discharge of the employee. The City shall pay for the cost of the license and any training associated with said licenses.

ARTICLE XXVI — SHIFT PREMIUM

26.1 The City shall pay a night shift premium of \$0.40 per hour for all hours worked between 7:00 p.m. and 7:00 a.m.

**City of Caro
DPW Operator
Job Description**

Under the direct supervision of the Director of Public Works & Utilities, the DPW Operator provides general and skilled labor in support of a wide range of maintenance and repair projects for public works and public utility functions including the operation and maintenance of water treatment and distribution systems, wastewater collection, construction and maintenance of streets and alleys, construction and maintenance of sidewalks and paths, parks maintenance, city facilities maintenance and motor pool/equipment operations and maintenance and other related duties as assigned.

FLSA Status: Non-Exempt; AFSCME Member

Supervised By: Director of Public Works & Utilities

Supervises: None

POSITION SUMMARY:

The DPW Operator may be called upon to do any, or all, of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

1. Assists in the maintenance of City streets including the removal of roadside debris, cleaning storm drains, repairing potholes, shoulders, and driveway approaches, pavement striping, snow and ice removal, and the maintenance and repair of street signs and streetlamps.
2. Assists in the maintenance of City buildings and grounds including City offices, store rooms, Public Works garages, and City parks. Performs general cleaning, painting, minor repairs and trash removal. Performs landscaping duties including mowing, trimming, edging, weeding, planting, leaf collection, brush chipping, and tree trimming.
3. Assists in the maintenance, cleaning, and repair of all City vehicles, equipment, and tools. Keeps records of all maintenance work performed. Operates equipment as needed.
4. Participates in special projects such as special event preparation, holiday decoration placement and removal, and other projects as assigned.
5. Maintains accurate maintenance and repair records.
6. Responds to public inquiries constructively and refers complaints or complex issues to supervisors.
7. Adheres to all applicable safety procedures while operating equipment and tools, working with chemicals or electrical sources, accessing confined spaces, and while working in other dangerous situations. Participates in safety training as necessary.

8. Attends seminars, and workshops as appropriate.
9. Responds to public works emergency situations. May be required to work outside of normal business hours in the event of an emergency or during snow season.
10. Assists with the repair and construction of water, wastewater and storm water systems.
11. Assists with the treatment and distribution of City water and the maintenance of water wells.
12. Performs other related work as required.
13. Will be required to work overtime on occasion and participate in department on-call rotation.

KSAs: (Knowledge, Skills, Abilities)

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

1. Basic knowledge of the methods, procedures, and tasks associated with construction projects, infrastructure systems repair and maintenance, building and grounds repair and maintenance, and related safety procedures.
2. Basic knowledge of landscaping and grounds keeping practices, parks operations and procedures, and tree care and maintenance procedures.
3. Skill in the use of public services vehicles, light and heavy equipment, and tools and related implements used in public works operations.
4. Skill in construction, mechanical maintenance, and a basic understanding of electric circuitry and repair.
5. Basic skill in the use of standard office equipment, computers and related spreadsheet, database, word processing, and other related software.
6. Ability to perform a variety of construction, maintenance and repair tasks involving carpentry, electrical, plumbing, mechanical, and masonry skills.
7. Ability and willingness to participate in training programs and other professional development activities.

8. Ability to understand and follow complex oral and written instructions, prioritize demands, and work independently.
9. Ability to critically assess situations and solve problems, communicate effectively, and work well under stress, within deadlines, and with changes in work priorities.
10. Ability to effectively communicate and present ideas and concepts orally and in writing.
11. Ability to establish effective working relationships and use good judgment, initiative, and resourcefulness when dealing with citizens, elected officials, employees, other governmental agencies, and other professionals.
12. Ability to travel to other locations and respond to emergencies on a 24-hour basis.

EDUCATION, EXPERIENCE & QUALIFICATIONS:

13. The applicant should possess a high school diploma or equivalent and one (1) or more years of experience as a semi-skilled laborer in public works, utilities, general maintenance, construction or related field. *The City of Caro reserves the right to consider other combinations of education and experience, at its discretion.*

LICENSES/CERTIFICATION:

- Valid State of Michigan Vehicle Operator's License is required; **Valid State of Michigan Commercial Driver's License, Class B with Airbrakes endorsement is required within one (1) year of hire.**
- State of Michigan S-2 Water Distribution and D-2 Limited Treatment licenses are encouraged but not required
- Wastewater B License is encouraged but not required.

PHYSICAL DEMANDS AND WORK ENVIRONMENT:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential duties of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to work outside the office at various public works sites, including project and construction sites with treacherous terrain, requiring the employee to traverse uneven ground, climb up or crawl down to access the site, and may encounter fumes, dust, chemicals or other hazardous materials, loud machinery and

equipment, confined spaces, and other dangers associated with public works operations, projects and construction sites.

COMPENSATION: Starting at \$15.41 per hour; Benefits include: Medical, dental, vision insurance, life insurance, STD/LTD, vacation, sick time, ten (10) paid holidays, deferred compensation ICMA 457, ICMA 401A Defined Contribution, clothing allowance, phone allowance and education reimbursement.

APPLICATION PROCESS: Qualified applicants should submit a City of Caro job application to City Manager Matthew Lane at City Hall (317 S. State Street, Caro, MI) or mlane@carocity.net by **November 26, 2021 at 5:00 PM.**

The City of Caro is an Equal Opportunity Employer and does not discriminate against any person because of race, sex, religion, color, national origin, age, ancestry, sexual orientation, disability, gender identity or any other legally protected class under local, state or federal law.

**CITY OF CARO
JOB DESCRIPTION**

WASTEWATER TREATMENT PLANT OPERATOR

POSITION SUMMARY

Operates and maintains a variety of wastewater treatment plant, lift station and laboratory equipment. Assists in the maintenance of plant buildings and equipment and performs related work as required.

REPORTING RELATIONSHIPS

Verbal or written assignments are made daily by the WWTP Superintendent. Work may be checked in process and upon completion by visual inspection or a written report.

FAIR LABOR STANDARDS ACT (FLSA) STATUS: Non-exempt

ESSENTIAL JOB FUNCTIONS

An employee in this position is required to perform the following essential functions with or without reasonable accommodation. These examples are not an exhaustive list of the duties which the employee may be expected to perform.

1. Operates and maintains a variety of wastewater processing equipment.
 - a. Operates primary treatment equipment. Takes readings and checks flow and levels in grit chambers and settling tanks. Clears and cleans screens and filters. Controls flotation procedures and operates pumps to remove sludge and wastewater for further processing.
 - b. Takes meter readings and maintains related records.
 - c. Operates chlorinators, conveyors, metering instrumentation, and a variety of lift and sludge pumps and blowers.
 - d. Checks readings and inspects assigned equipment while in operation. Loads processing chemicals, makes adjustments and minor repairs. Lubricates and carries out other preventative maintenance schedules. Reports the need for emergency or preventative repairs.
 - e. Takes samples and performs standardized tests on wastewater as assigned
2. Assists in the maintenance of plant buildings and equipment.
 - a. Maintains plant grounds, equipment structures and building exteriors in an orderly fashion.
 - b. Performs general cleaning tasks. Maintains building interiors and paint buildings and equipment as required. Make minor heating, plumbing and electrical repairs not required by electrician.
 - c. Assists in making major repairs to plant equipment and facilities as assigned
 - d. Maintains lift stations.
 - e. Monitors and maintains inventories and supplies.
3. Performs related work as required.

MINIMUM QUALIFICATIONS

The requirements listed below are representative of the ideal; the City may consider equivalent combinations of experience, training, formal education and other factors.

- High School diploma or the equivalent, supplemented by approved courses in wastewater treatment.
- One year of experience as helper or operator in wastewater treatment plant is preferred.
- A State of Michigan wastewater treatment plant operator's certificate is also preferred.
- A valid State of Michigan CDL (B) Driver's License, a satisfactory driving record and the ability to maintain one throughout employment.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES

The requirements listed below are representative of the knowledge, skills and abilities required to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Knowledge of safety precautions and best practices.
- Knowledge of the procedures and practices of mechanical equipment operation to efficiently operate and maintain assigned wastewater treatment machinery.
- Knowledge of basic chemistry and biology to understand and effectively control the chemical and biological processes utilized in municipal wastewater treatment to meet required standards.
- Knowledge of city policies and departmental procedures related to plant operations.
- Skill in operating and maintaining plant equipment.
- Ability to work constructively and interact professionally with others.
- Ability to work effectively under stress and in emergency situations.
- Ability to maintain accurate logs and work records.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

The physical demands and work environment described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

An employee in this position spends the majority of their time performing moderate to very heavy physical labor inside the plant and at outdoor work sites, including work in confined spaces or very high work sites.

These work sites typically involve walking over treacherous terrain, climbing up or crawling down to access the site, and regularly involve fumes, dust, constant exposure to toxic chemicals and other hazardous materials, loud machinery and equipment and other dangers associated with plant operations. Work is performed outdoors in all types of weather conditions including extremely adverse and dangerous conditions.

An employee in this position must have the strength, stamina and physical coordination needed to gain access to the varied work sites described above and must have the physical capacity to participate in extremely heavy physical labor for extended periods in all types of conditions.

CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM

TO: Caro City Council
FROM: Lauren Amellal. Interim City Manager
DATE: 9/30/22
RE: Vac Truck

Background:

The DPW uses the Vac Truck frequently to clear mud and debris out of the way to create a safe work environment when working on water main breaks and other important tasks related to water. The Vac truck is in need of several repairs in order to function properly. Several repairs have been made to various parts of the truck and it's attachments/equipment. The risk for failure is getting worse. The only option presented by DPW Supervisor, Tom Reese is attached. There will be further repairs needed to the hydraulic system in the near future.

Recommendation:

After seeing the truck and equipment in use several times over the past 2 months- I recommend that the repairs be complete to the Vac Truck to ensure safety and proper use.

MOTION:

Option 1: Make a motion to APPROVE both necessary repairs as urgent service repairs.

Option 2: Decline the repairs.



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

Date: 9/15/2022
Time: 16:14

JOB CARD (ESTIMATE)

No: 45320

Invoice To:

CARO, CITY OF
317 SOUTH STATE STREET
CARO MI 48723

Ship To:

CARO, CITY OF
317 SOUTH STATE STREET
CARO MI 48723

INFORMATION

Job Code:	45320	Branch:	1100
Service Date:	9/15/2022	Warehouse:	1100
Exp. Complete Date:	9/15/2022	Site Code:	MAIN
Type:	EXTERNAL	Cust. Code / Name:	CARO0001
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	11447
Make / Model :	VA/2100	Serial Number:	07-03V-10407
Equipment No.:	11447	Meter Read(Hrs):	6987.00
Equipment Desc:	2115J6 - VACTOR 2115 J6/GRAND BLANC	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	CITY OF CARO/INSTALL WIRELESS REMOTE BASE SYSTEM

NOTES

Note:
NOTE ESTIMATE IS SIGHT UNSEEN

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
LABOR						
			10.00	\$150.00	0.00%	\$1,500.00
					Total LABOR:	\$1,500.00
PART						
V3-ASKRCP	12 BUTTON REMOTE SYS	9/15/2022	1.00	\$1,450.00	0.00%	\$1,450.00
X1200						
ZZ-REL5050	BASE RELAY	9/15/2022	2.00	\$75.00	0.00%	\$150.00
					Total PART:	\$1,600.00
SSHPSUPPLY						
			1.00	\$150.00	0.00%	\$150.00

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



NORTHVILLE
777 DOHENY DR
Northville MI 48167

JOB CARD (ESTIMATE)

No: 45320

Date: 9/15/2022
Time: 16:14

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
						Total SSHPSUPPLY: \$150.00

Name: _____

Total For Job 45320: \$3,250.00

Signature: _____

Date: _____

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 45325

Date: 9/15/2022
Time: 16:14

Invoice To:

CARO, CITY OF
317 SOUTH STATE STREET
CARO MI 48723

Ship To:

CARO, CITY OF
317 SOUTH STATE STREET
CARO MI 48723

INFORMATION

Job Code:	45325	Branch:	1100
Service Date:	9/15/2022	Warehouse:	1100
Exp. Complete Date:	9/15/2022	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	CARO0001
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	11447
Make / Model :	VA/2100	Serial Number:	07-03V-10407
Equipment No.:	11447	Meter Read(Hrs):	6987.00
Equipment Desc:	2115J6 - VACTOR 2115 J6/GRAND BLANC	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	CITY OF CARO/INSTALL NEW CYCLONE/DUST BOX ASSY

NOTES

Note:
NOTE ESTIMATE IS SIGHT UNSEEN

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
LABOR						
			10.00	\$150.00	0.00%	\$1,500.00
					Total LABOR:	\$1,500.00
OTHER						
MISC PART	PAINT SUPPLIES	9/15/2022	1.00	\$171.00	0.00%	\$171.00
					Total OTHER:	\$171.00
PART						
VA-26861	RUBBER GASKET	9/15/2022	1.00	\$5.47	0.00%	\$5.47
VA-58383	SEAL - 3/8 X 11 3/4 X 11 3/4	9/15/2022	1.00	\$86.01	0.00%	\$86.01
VA-61980	SEAL RETAINER .135W X 9 DIA	9/15/2022	1.00	\$48.69	0.00%	\$48.69

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 45325

Date: 9/15/2022
Time: 16:14

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
VA-62526	CYCLONE WELDMENT	9/15/2022	1.00	\$5,179.09	0.00%	\$5,179.09
VA-89970	DUST BOX ASSEMBLY,LH	9/15/2022	1.00	\$1,692.80	0.00%	\$1,692.80
ZZ+4702400 00	GROUND REEL	9/15/2022	1.00	\$487.40	0.00%	\$487.40

SSHPSUPPLY

Total PART:	\$7,499.46		
1.00	\$150.00	0.00%	\$150.00
Total SSHPSUPPLY:	\$150.00		

Name: _____

Total For Job 45325: \$9,320.46

Signature: _____

Date: _____

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM

CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
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TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM

TO: Caro City Council
FROM: Lauren Amellal, Interim City Manager
DATE: 9/29/22
RE: DPW Building Parking Lot

BACKGROUND:

Many City owned parking lots are in need of maintenance and repair. In September the DPW and myself presented the Council with images and details of the need for the complete of the parking lot at 741 Hooper Street, the DPW building. We have had several employees injured, and equipment affected by the parking lot's current condition. It is important that we invest in our infrastructure now to avoid further issues.

Tom Reese, DPW Supervisor, has solicited several estimates per the Council's request. The estimates are attached, and a short overview is below:

The Parking Lot is APPROX 41,000 sq. ft. Prices are only valid for the 2022 season

PYRAMID PAVING: remove, grade, 4" total 13A-HMA	\$155,700.00
YEAGER ASPHALT: remove, grade, 3" 13A-HMA	\$179,000.00
ESCH LANDSCAPING LLC: remove, grade, 4" 13A-HMA	\$196,848.89

RECOMMENDATION:

It is my recommendation to have Pyramid Paving complete the repair in the 2022 Fall season. I believe the process described in each estimate are similar, but Pyramid mentions broken concrete removal specifically. Unlike the others which only address the reuse of current asphalt through pulverization.

ALSO-

Michele Perry, City Treasurer, has recommended a Budget Amendment to cover the cost of this project. This Budget Amendment must be made to the General Fund and will require the Council to move on an additional action.

MOTION:

Option One:

Select a company based on the information presented, and the recommendation of the Interim City Manager.

Option Two:

Decline the proposal for repairs that have been deemed hazardous to person and property.

Option Three:

Table or Postpone for further review, with an understanding that the Fall paving/asphalt season is short, and the price will likely go up, and deterioration will increase.

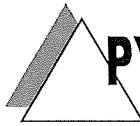
SECOND MOTION:

Michele Perry, City Treasurer, has recommended a Budget Amendment to cover the cost of this project. This Budget Amendment must be made to the General Fund and will require the Council to move on an additional action.

Option 1: Cover the full cost of the project by APPROVING a Budget Amendment from the General Fund.

Option 2: Decline the proposal for a Budget Amendment and postpone or Table the issue.

CC: Rita Papp, City of Caro Clerk



PYRAMID PAVING & CONTRACTING CO.

600 N. JEFFERSON STREET

BAY CITY, MICHIGAN 48708

BAY CITY: 989-895-5861
FAX: 989-895-8905
TOLL FREE: 800-258-1132

PROPOSAL

PROJECT NAME & LOCATION:

City of Caro - DPW Building
C/O Tom Reese
741 Hooper St
Caro, MI. 48723

September 20, 2022

Email: treese@carocity.net

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>40,610</u>	<u>S.F</u>	<u>Approx.</u>
1	Pulverize existing asphalt and re-use pulverized material for fine grading			
2	Fine grade pulverized material to proper slope and compact			
3	Sawcut and remove any broken concrete and haul off site			
<i>Note:</i>	<i>Any excess pulverized material will be property of owner and stockpiled on site</i>			
4	Install 2" of HMA 13A leveling course and compact			
5	Apply LTBC-2 bond coat to leveling course and prep for wearing course			
6	Install 2" of HMA 13A wearing course and compact			

Estimated Cost: 40,610 S.F 3.83 \$155,700.00

Notes: Price above is good for 2022 paving season

Any additional areas to be paved will be invoiced extra @ the Square Foot bid price

ACCEPTANCE OF PROPOSAL:

SIGNATURE

DATE

SPECIAL NOTES:

PRICE(S) QUOTED ABOVE INCLUDE ALL APPLICABLE TAXES. PAYMENT IN FULL UPON COMPLETION
MATERIAL AND WORKMANSHIP GUARANTEE FOR ONE YEAR FROM PROJECT COMPLETION.
THIS PROPOSAL WAS PREPARED BY CHAD WEISS AND IS GOOD ONLY FOR THIRTY DAYS.

Caro City Manager

From: Tom Reese <treese@carocity.net>
Sent: Monday, September 26, 2022 12:53 PM
To: Caro City Manager
Subject: FW: Yeager Estimate for 741 S. Hooper St from Yeager Asphalt

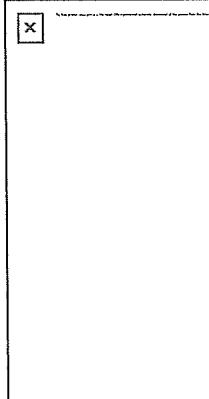
From: Nick Maguire <noreply@opserve.com>
Sent: Thursday, September 15, 2022 11:00 AM
To: Tom Reese <treese@carocity.net>
Subject: Yeager Estimate for 741 S. Hooper St from Yeager Asphalt

Hello,

Here is the quote you requested from Nick at Yeager Asphalt for your project. Please give Nick a call at (989) 484-6015 if you have any questions or concerns. Please confirm that you have received this email.

Have a Great Day!!

COMMERCIAL



PROPOSAL SUBMITTED TO

Tom

PHONE

(989) 248-6424

DATE

BUSINESS

City Of Caro

SERVICE ADDRESS - STREET, CITY, STATE, ZIP CODE

741 S. Hooper St, Caro, MI 48723

EMAIL

treese@carocity.net

HEARD ABOUT US

Check us out at www.yeagerasphalt.com

Yeager Asphalt, Inc. ("Yeager" or "we" or "us") hereby submits specifications and estimates to the above-name customer (the "Customer") for the following:

Regrade Existing Stone

Grade and compact existing stone. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.

Asphalt Peelout

Excavate and dispose of existing asphalt. 2-3" thick. Grade and compact existing stone. Apply a vegetation killer where necessary. Note - Unknown Site Conditions

Complete Excavation (Sod, Dirt, Sand)

Excavate sod, dirt, sand Install 4-6" aggregate material. Grade and compact. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.

Complete Excavation (Concrete)

Excavate and dispose of existing concrete 4". Install 4-6" aggregate material. Grade and compact entire area. Apply a vegetation killer where necessary. Note - Unknown Site Conditions.

Recap Existing Asphalt or Concrete

Roto-mill all areas where asphalt will butt up to. Edge and clean area to be recapped. Apply vegetation kill where necessary. Apply SS-1 Tack. Fill in low areas and dips with asphalt compact. Then lay 0 inches of hot bituminous asphalt and then roll. Tamp edges.

Price \$ 0.00

Cold Mill & Recap

Cold mill existing asphalt and dispose. Clean and apply SS-1 Tack. Install 0 inches commercial grade asphalt and then roll and tamp edges.

Price \$ 0.00

Option 1 — Super Duty

Install 1.5 inches leveling course and 1.5 inches wearing course for a total of 3.0 inches commercial grade asphalt.

Price \$ 179,000.00

Option 2 — Medium Duty

Install 0 inches of commercial-grade asphalt in 1 compacted course.

Price \$ 0.00

✓ Price includes line striping

✓ Any and all required permits are the property owner's responsibility.

Special Notes

Unknown Site Conditions

If the conditions at the site include (a) subsurface or other physical conditions (including but not limited to: the thickness of existing asphalt or concrete; the inadequacy of existing stone and/or base material; or the existence of any tree stumps, curbs, or any object that interferes with grading and excavation and, in Yeager's sole discretion, require

removal) which are materially different from those discoverable to Yeager at the time of making this proposal, or (b) unusual or unknown physical condition which are materially different from conditions ordinarily encountered and generally recognized as inherent in the project. Yeager may either (1) adjust the contract price and completion date to account for the additional costs and time associated with the changed conditions, or (2) stop work and give immediate notice of the condition to the Customer. If Yeager Asphalt and the Customer cannot agree upon the adjustment to the contract price or completion date, the parties shall submit the dispute to binding arbitration according to paragraph 20 of this contract.

We Propose to furnish materials and labor to complete the Work in exchange for payment from Customer of: \$ 179,000.00

All Yeager employees are covered by Worker's Compensation. Yeager Asphalt carries all necessary licenses and insurances.

Payment to be made as follows: 50% Down, Balance upon completion. All checks to be made payable to Yeager Asphalt, Inc. Customer acknowledges that Yeager will incur costs associated with rebilling and collecting payment of past due accounts. Accordingly, in order to compensate Yeager for the cost of inconvenience of rebilling and collection, all invoices not paid within 15 days of completion are subject to a late payment charge of \$50 per month.

Authorized Signature Nick Maguire (989) 484-6015

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Cancellation Charges (Liquidated Damages):

Customer may cancel this contract by providing written notice to Yeager at any time prior to midnight of the third business day after the date of acceptance set forth below. However, Customer acknowledges that after Customer accepts the proposal, Yeager will incur costs related to procuring the goods and services necessary to complete the Work under this agreement. Customer understands that Yeager must schedule delivery of materials and labor several days in advance and that if Customer cancels this contract without providing timely notice to Yeager, Yeager will incur losses related to such cancellation which it cannot otherwise recover. Therefore, if Customer fails to give Yeager timely written notice of such cancellation, Yeager is entitled to liquidated damages equal to twenty-five (25%) of the contract price set forth above, and Customer acknowledges that such liquidated damages are intended to reimburse Yeager for the losses suffered due to Customer's cancellation.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the **Work** as specified. Payment will be made as outlined above

Date of Acceptance _____ Signature _____ [Click to Sign \(Customer\)](#)

STANDARD TERMS OF CONTRACT

1. **THICKNESS OF ASPHALT AND CONCRETE:** All descriptions of thickness in proposal refer to average thickness. Variations in subgrade conditions and technical limitations may result in variations from this average.
2. **DRAINING:** Paving Industry Standards for the proper design of asphalt and/or concrete pavement require a minimum slope of 2% in all areas (two inches of fall for every 10 feet). If the existing or new grades on this project result in less than the minimum acceptable slope of 2%, the Customer should expect large water puddles on new and adjacent surfaces. Yeager is NOT responsible for existing and/or new grades resulting in minimum acceptable slope. Such problems will not be subject to correction under our warranty.
3. **EXTRA WORK :** Should the need arise for work that goes beyond the scope of Work described in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
4. **CRACKING OF ASPHALT AND CONCRETE:** Asphalt edges are weak and have a tendency to crack. In Michigan freeze/thaw cycles happen, and such temperature changes will cause asphalt & concrete to crack. Yeager does not warrantee any kind of cracking that can occur. Yeager is also not responsible for any reproductive cracking when re-caps or overlays are done.
5. **FROZEN OR UNSTABLE SUBGRADE:** No materials will be placed on an unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of the Work under this contract.
6. The total cost of the Work includes all material and labor complete and in place for each item listed, unless otherwise indicated, i.e., separate cost for sealcoatings, painting, etc. Performance guarantee is void when any coating is applied by those other than Yeager.
7. If approved plans, specifications, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specifications and dimensions are not provided, or in the event revisions to same are made, the total price shall be determined by applying unit prices to actual measured quantities.
8. Unless otherwise stated, the price herein will remain in effect for a period of ten days from the date of the proposal.
9. Work will be invoiced as performed and/or completed unless otherwise specified in the original contract. All invoices will be due 15 days net from date of invoice.
10. Yeager shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Yeager's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocations, preferences, or priorities for Government or shortages or failure of raw materials or fuel, inclement weather, low temperatures or frost.
11. Yeager will not be responsible for existing soil conditions or existing base aggregates furnished by others.
12. Base installation is for one move-in only on total project. Asphalt is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
13. Yeager reserves the right to refuse or suspend performance or to require payment in advance in the event that the creditworthiness of Customer is, in Yeager's sole discretion, impaired or inadequate.
14. Yeager reserves the right to suspend or cancel performance of the Work and to declare due the entire amount for work performed to date in the event Customer fails to make payments due under this agreement or fails to make any other payment due Yeager.
15. **FAILURE OF CUSTOMER TO PAY:** Customer acknowledges that if Customer breaches the obligation to pay Yeager in accordance with this contract, Yeager may claim a lien on the real estate on which the Work was performed. Customer further acknowledges that should Yeager initiate any civil proceedings to collect the amounts due hereunder, Yeager shall be entitled to reimbursement by Customer for the reasonable attorney fees and costs incurred by Yeager in connection with such proceedings.
16. Customer acknowledges that there are no promises, terms, conditions, or obligations imposed on Yeager other than those contained in this contract. This contract may not be modified except in writing signed by the party to be charged.
17. Failure of Yeager to enforce any of these conditions or to exercise any right shall not affect its rights nor shall any such failure act as a waiver in respect of other future occurrences.
18. Yeager is not responsible for any property damage occurred by trucks and/or equipment.
19. **ARBITRATION** All disputes by the Customer against Yeager shall be submitted to final and binding arbitration by the American Arbitration Association. A demand for any such arbitration must be filed within 180 days of the alleged breach. Damages shall be limited to the cost of this contract. Each party shall be responsible for their costs and each party shall pay an equal amount of the arbitrator's fees. All awards issued may be enforced in the Circuit Court for Saginaw County, Michigan.

Yeager warrants that the goods covered by this agreement shall be free from defects in material and workmanship under normal use and service. Any goods found to be defective within one year shall be replaced or repaired by Yeager free of all charges. THIS WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The above limited warranty is voided in the event that the Customer or any other asphalt company applies sealcoating to the asphalt installed by Yeager. Further, any work performed by Yeager on the Customer's existing base is not warranted. Further, the use of the pavement for a purpose other than intended or undisclosed to Yeager, will also void this limited warranty. Yeager is not responsible for any subterranean conditions and disclaims any damage which may be caused to underground pipes, septic fields or other objects.



Esch Landscaping, LLC.
7101 Crescent Beach Road
Pigeon, MI 48755
Phone: (989) 453-2211

Thursday, September 29, 2022
Estimate# E22-2207

City of Caro
317 South State Street
Caro, MI 48723

Tom Reese

City of Caro - DPW Lot Asphalt Replacement

Pricing is good for 2022 ONLY.

Prices do not include: Bonds, aggregate base, rough grading, signs, line striping, concrete, restoration, structures adjustments, utility patches unless otherwise noted.

Work scheduled prior to May 2nd and after November 1st shall be at Esch Landscaping's discretion.

This is for budget purposes only. Before contract approval, a final design and layout is required.

DPW Parking Lot Replacement

We will remove the existing asphalt within the parking lot of approximately 41,000 sq. ft. The existing base will be graded and 4" of HMA will be placed in two courses.

DPW Parking Lot Replacement Total: \$196,848.89

Grand Total: \$196,848.89

Sales Person: _____ Date: _____
Matt Esch

Client Signature: _____ Date: _____

This proposal is valid until Saturday, October 29, 2022.

Payment Schedule

Upon Acceptance of Proposal	50.00%	\$98,424.45
Upon Completion of Project	50.00%	\$98,424.44

Payment Terms: Due Upon Receipt

Prices do not include: Bonds, aggregate base, rough grading, signs, concrete, restoration, structures adjustments, utility patches unless otherwise noted.

Work scheduled prior to May 2nd and after November 1st shall be at Esch Landscaping's discretion.

1. STANDARD TERMS: This contract shall be subject to the standard terms as per attached. It is expressly understood that everything concerning this contact is incorporated herein and that nothing verbal shall be construed as part hereof.
2. THICKNESS OF PAVEMENT: All descriptions of pavement thickness in proposal refer to average thickness. Variations in sub-grade conditions and technical limitations may result in variations from this average. We warrant that sufficient material will be used on the project to result in the average thickness named.
3. DRAINAGE: Paving Industry Standards for the proper design of asphalt pavement require a minimum slope of 1% in all areas (one foot of fall for every 100 feet). If the proposed grades on this project result in less than the minimum acceptable slope of 1%, the customer should expect sluggish runoff of surface water, and "birdbath" puddles on the completed pavement. Such problems will not be subject to correction under our warranty.
4. EXTRA WORK: Should the need arise for work that goes beyond the scope of what is outlined in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
5. APPROVAL: This proposal will not be binding upon our company until the signed acceptance has been received by us and until it has been checked and signed by our project manager in the space provided for signatures.
6. REPRODUCTION CRACKS: When resurfacing concrete, brick or asphalt pavement the contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
7. WET OR UNSTABLE SUB-GRADE: No material will be placed on a wet, unstable or frozen sub-grade. A suitable sub-grade is a condition precedent to the requirement of performance of this contract.
8. The total cost of the work includes all materials and labor complete and in place for each item listed, unless otherwise indicated.
9. If approved plans, specs, and dimensions are acknowledged on the front of this form the prices given may be considered firm. If approved plans, specs, and dimensions are not provided or in the event revisions to the plans and/or specs are made the total price shall be determined by applying unit prices to actual measured quantities.
10. Unless otherwise stated, the prices herein will remain in effect for a period of ten days from the date of quotation.
11. Full payment is due upon completion of project. Overdue amounts shall bear interest at the maximum allowable rate.
12. Esch Landscaping, LLC will not be responsible for existing soil conditions, existing base aggregates

furnished by others or existing asphalt that is deteriorating.

13. Aggregate base installation price includes one move-in only on total project. Asphalt installation price includes one move in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.

14. Purchaser agrees to pay a reasonable attorney's fee and all cost of collection in the event the services of an attorney are required by Esch Landscaping, LLC to enforce this agreement.

15. It is agreed that no promises, agreements or understanding have been made other than herein contained; that no agent or salesman has any authority to obligate Esch Landscaping, LLC to any terms, stipulations or conditions not herein expressed.

16. Failure of Esch Landscaping, LLC to enforce any of these conditions or to exercise any right shall not affect Esch Landscaping, LLC rights nor shall any such failure act as a waiver in respect to other occurrences.

17. No retention is to be held on this contract.

18. Esch Landscaping, LLC, reserves the right not to commence work on this project if your account is or becomes delinquent, or if you, the lender, owner, general contractor, construction manager, or any party to the contract, are experiencing financial difficulty. Further, if at any time during the course of this project, the payment terms set forth in the Agreement are not strictly complied with, or if you the lender, owner, general contractor, construction manager, or any party to the contract are experiencing financial difficulty, Esch Landscaping, LLC reserves the right to suspend or terminate the provision of labor and materials until the past due account balances are brought current and are maintained in compliance with Esch Landscaping, LLC's credit terms under this Agreement, and the financial difficulty has been resolved.

19. Neither party shall be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire, explosion, flood, earthquake, storm, civil insurrection, act of God, mechanical breakdown, sabotage or vandalism, strike or other labor disturbance (Seller shall not be required to settle a labor dispute or take action that might involve it in a labor dispute), shortages of, significant cost increase of, delays in obtaining raw materials or finished products, equipment, labor, transportation or storage, interruption of utility services, interruption or loss of the use of facilities, or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries and their customers (whether under contract or not), Seller may allocate its supply among them in any fair and reasonable manner determined by Seller.

20. Indemnification. Regardless of any other term in this Agreement or any other document, proposed or delivered by the Owner relating to the Project.

a) The Owner shall indemnify, hold harmless and defend Esch Landscaping, LLC from any and all claims, liabilities, expenses (including reasonable attorney's fees), or other damages, which relate to, the actions or omissions of the Owner or the Owner's work on the Project.

b) The Owner agrees to pay all fees and expenses, including reasonable attorney's fees incurred by Esch Landscaping, LLC in enforcing this indemnification.

c) By performing the Project, the Owner further confirms its acceptance of this indemnification.

d) These Indemnification obligations shall not be limited in any way by any insurance proceeds received.

CITY OF CARO

INTERIM CITY MANAGER
LAUREN AMELLAL
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM

TO: City Council
From: Tom Reese, Director of Public Works
Date: September 29th, 2022
Re: Replacing DPW Furnaces

Background:

As the winter is approaching us, I was informed that last year the furnaces for our DPW have cracks in the heat exchangers and will need to be replaced. I have gotten 3 quotes from local contractors. Please see attached documents as well as the summary below.

Thumb Cooling and Heating

Replace 2 Train furnaces with Carrier 80,000 96% high eff forced air furnace. \$7,187

Newton-Johnson Plumbing & Heating

Replace 2 Train furnaces with Amana am9c96080c 96% high eff forced air furnace. \$6,223

Jacks Heating & Cooling

Option,1 Replace 2 Trian furnaces with 2 Lennox ML296 furnaces 96% AFUE \$7,275

Option, 2 replace 2 train furnaces with 2 Lennox ML193 furnaces 93%AFUE \$6,275

RECOMMENDATION:

My recommendation is Thumb Cooling and Heating they will be installing a Carrier brand name unit, that is superior to the other proposals.

MOTION:

Option 1: Select a company to provide two new furnaces for the DPW Building and dispose of the older unrepairable units.

Option 2: Decline the purchase of new furnaces.

Option 3: Table or postpone the item for the next regularly scheduled Council Meeting.



1567 Imlay City Rd
Lapeer, MI 48446
(810) 664-8451
Fax (810) 664-3571

1820 W Caro Rd
Caro, MI 48723
(989) 672-8451
Fax (989) 672-8452

Marlette
(989) 635-8451

Sandusky
(810) 648-9501

www.888797jack.com

1-888-797-JACK

September 30, 2022

City of Caro DPW
741 S Hooper St
Caro, MI 48723

Option #1

Two Lennox ML296UHV Gas Furnace

- 96% AFUE
- 2 Stages of heat- 49,000 or 70,000 BTUs
- Variable direct drive blower
 - 2/3 More efficient than a standard PSC blower
- Advanced Diagnostics
- 5- year parts and 1-year labor warranty

Total price for this option \$ 7,275.00

Option #2

Two Lennox ML193UHE Gas Furnace

- 93% AFUE
- 1 Stage of Heat -70,000 BTU
- Constant torque blower - 1/3 More efficient than a standard PSC blower
- 5- year parts 1-year labor warranty

Total price for this option \$ 6,275.00

Scope of work to be done for Options #1 - #2

Remove the current furnace and haul away. Install a new high efficiency gas furnace, and condensate removal. Connect to the PVC venting, gas lines, supply and return duct. Prices include all labor, material, permit and registration of equipment.

Thank you for the opportunity to give you a quote. If you have any questions, please give me a call.

“Providing the Thumb with Home Comfort Since 1947”



1567 Imlay City Rd
Lapeer, MI 48446
(810) 664-8451
Fax (810) 664-3571

1820 W Caro Rd
Caro, MI 48723
(989) 672-8451
Fax (989) 672-8452

Marlette
(989) 635-8451

Sandusky
(810) 648-9501

www.888797jack.com

1-888-797-JACK

Tim Hill

Tim Hill
t.hill@888797jack.com
Jack's Heating & Cooling

Total \$ _____

Terms: Net 15 days

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Workmen's Compensation Insurance. Utilities rebates are subject to change by the provider and Jack's is not liable for any loss due to the change.

Accepted By

Date

"Providing the Thumb with Home Comfort Since 1947"

THUMB COOLING & HEATING

8430 Van Dyke Road

Cass City, MI 48726

855-206-5457

Estimate

Date	Estimate #
9/29/2022	40524

Name / Address
Caro Public Works 741 S Hooper St Caro, MI 48723-1751

Rep

Description	Qty
-Installation of (2) High Eff. Forced Air Furnace	
-Removal & Disposal of Existing Equipment is Included	
Carrier 80,000Btuh 96% High Eff. Forced Air Furnace	2
Misc Expense (Shipping, Wire, Condensate, Drain, Etc.)	2
Labor Charge Per Hour 2-men	1
Permit & Inspection Fee	1
Optional:	
Duct Cleaning per System - \$500	
Note: Permits are included. Upon Acceptance of Estimate, ACP Forms & Employment Verification Forms will be faxed.	
Sales Tax	
Invoices not paid within 30 days will accrue a service charge of 1.5% per month, or the maximum allowed by law. The customer agrees to pay any and all reasonable fees and costs involved. (Including court costs & attorney fees)	Total \$7,187.96

THUMB COOLING & HEATING

8430 Van Dyke Road
Cass City, MI 48726
855-206-5457

Estimate

Date	Estimate #
9/29/2022	40523

Name / Address
Caro Public Works 741 S Hooper St Caro, MI 48723-1751

Rep

Description	Qty
-Installation of (2) High Eff. Forced Air Furnace -Removal & Disposal of Existing Equipment is Included	
Trane S9X2 80,000Btuh 97% 2-Stage High Eff. Forced Air Furnace	2
Misc Expense (Shipping, Wire, Condensate, Drain, Etc.)	2
Labor Charge Per Hour 2-men	1
Permit & Inspection Fee	1
Optional:	
Duct Cleaning per System - \$500	
Note: Permits are included. Upon Acceptance of Estimate, ACP Forms & Employment Verification Forms will be faxed.	
Sales Tax	
Invoices not paid within 30 days will accrue a service charge of 1.5% per month, or the maximum allowed by law. The customer agrees to pay any and all reasonable fees and costs involved. (Including court costs & attorney fees)	Total \$8,112.28

PROPOSAL - CONTRACT

NEWTON -JOHNSON PLUMBING AND HEATING, INC.

114 ENTERPRISE DRIVE
VASSAR, MICHIGAN 48768
PHONE: 989- 823 - 2341
FAX: 989- 823 - 3191

DATE: SEPTEMBER 27, 2022

PROPOSAL SUBMITTED TO: CITY OF CARO
JOB LOCATION / ADDRESS: DPW JOB
PHONE / FAX / CELL PHONE: 989-286-7135 MIKE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

QUOTE TO REPLACE 2 EXISTING TRANE FURNACES WITH AMANA AM9C96080C 96% EFFICIENT FURNACE. HOOK TO EXISTING DUCT WORK AND A/C SYSTEMS.

WE PROPOSE TO FURNISH LABOR, MATERIALS, AND TAX FOR THE SUM OF: **\$ 6,223.00**

NOTES:

- 1.) ALL CONTRACTS MUST BE SIGNED AND RETURNED BEFORE START OF JOB.
- 2.) PAYMENT: **1/2 DOWN BEFORE START OF JOB, BALANCE DUE WITHIN 30 DAYS OF JOB COMPLETION**, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
- 3.) **1 1/2% PER MONTH WILL BE CHARGED ON ANY UNPAID BALANCE.**
- 4.) **3.25% WILL BE ADDED TO ALL CREDIT CARD TRANSACTIONS AS THE QUOTED PRICE REFLECTS THE CASH DISCOUNTED PRICE.**
- 5.) PERMIT FEE, IF REQUIRED & UNLESS OTHERWISE NOTED, WILL BE AN EXTRA CHARGE.
- 6.) PLEASE BE ADVISED THAT NEWTON - JOHNSON WILL NOT WARRANTY ANY FAUCETS, FIXTURES, OR EQUIPMENT THAT IS NOT PURCHASED THROUGH OUR COMPANY.
- 7.) **NEWTON-JOHNSON WILL NOT BE HELD RESPONSIBLE FOR ANY LIABILITY CAUSED BY FAILURE OF ANY PRODUCT NOT SUPPLIED BY US.**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE, OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. HOMEOWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCES. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

IF ACCEPTED, THIS DOCUMENT BECOMES A LEGALLY BINDING CONTRACT. ALL MONEYS ARE IMMEDIATELY DUE AND PAYABLE UPON BILLING. ALL COSTS OF COLLECTION, INCLUDING ACTUAL ATTORNEY'S FEE'S, SHALL BE PAID BY THE CUSTOMER.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

AUTHORIZED SIGNATURE: _____ DATE _____

PROPOSAL ACCEPTED BY: _____ DATE _____

PLEASE SIGN AND RETURN CONTRACT BY FAX OR MAIL TO: NEWTON - JOHNSON PLB. & HTG., INC.

CITY OF CARO

INTERIM CITY MANAGER
LAUREN AMELLAL
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
JOE GREENE
CITY COUNCIL
BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

TO: City Council
From: Tom Reese Director of Public Works
Date: September 30th, 2022
Re: Skip patching pavement

BACKGROUND:

Skip patching is needed around the City due to repairs we have made to our infrastructure. After the quotes were received we had a few more areas which will need skip patching due to the recent water main break and a few additional storm structure repairs.

Option 1, Pyramid Paving estimated Sq ft 2,857 \$52,175.00

Option 2, Esch landscaping estimated Sq ft 2,857 \$45,426.49

Option 3, Mr. Asphalt estimated Sq ft 2,857 \$23,185.40

All companies are for Asphalt, at the same estimated surface.

RECOMMENDATION:

I recommend, with the support of the Interim City Manager, Lauren Amellal that we use Esch for this project. Their estimate seems to be the most accurate and covers the use of the correct types of materials based on locations- see attached.

MOTION:

Option 1. ACCEPT the recommendation of the DPW and Interim City Manager.

Option 2. Select a different company for this project against the recommendation.

Please keep in mind we must get these surfaces completed prior to the weather changing, also several locations are MDOT roads and must be repaired without delay.



Esch Landscaping, LLC.
7101 Crescent Beach Road
Pigeon, MI 48755
Phone: (989) 453-2211

Tuesday, September 27, 2022
Estimate# E22-2205

City of Caro
317 South State Street
Caro, MI 48723

City of Caro - Asphalt patches

Pricing is good for 2022 ONLY.

Prices do not include: Bonds, aggregate base, rough grading, signs, line striping, concrete, restoration, structures adjustments, utility patches unless otherwise noted.

Work scheduled prior to May 2nd and after November 1st shall be at Esch Landscaping's discretion.

We will sawcut edges, grade, and place specified thickness of asphalt to all areas. We will complete in November of 2022.

741 S. Hooper St.
4' x 8' x 3"

741 S. Hooper St. Total: \$1,185.81

High School Bus Loop
10' x 16' x 3"

High School Bus Loop Total: \$2,292.69

Sherman & Hooper #1
12' x 46' x 8"

Sherman & Hooper #1 Total: \$7,430.89

Sherman & Hooper #2
41' x 68' x 8"

Sherman & Hooper #2 Total: \$24,056.29

E. Frank & Howard
11' x 15' x 6"

E. Frank & Howard Total: \$2,926.65

Lincoln & Sheridan Storm Drain
6' x 6' x 3"

Lincoln & Sheridan Storm Drain Total: \$1,022.97

128 W Gamble by Alley
6' x 10' x 3"

128 W Gamble by Alley Total: \$1,062.96

11 Fremont
9' x 8' x 3"

11 Fremont Total: \$1,488.51

150 E Congress
5' x 7' x 3"

150 E Congress Total: \$1,022.94

158 E Congress
10' x 6' x 3"

158 E Congress Total: \$1,468.51

Across from 309 Norman
4' x 13' x 3"

Across from 309 Norman Total: \$1,468.27

Grand Total: \$45,426.49

Sales Person: _____ Date: _____
Matt Esch

Client Signature: _____ Date: _____

This proposal is valid until Wednesday, October 26, 2022.

Payment Schedule

Upon Acceptance of Proposal	50.00%	\$22,713.25
Upon Completion of Project	50.00%	\$22,713.24

1. **STANDARD TERMS:** This contract shall be subject to the standard terms as per attached. It is expressly understood that everything concerning this contact is incorporated herein and that nothing verbal shall be construed as part hereof.
2. **THICKNESS OF PAVEMENT:** All descriptions of pavement thickness in proposal refer to average thickness. Variations in sub-grade conditions and technical limitations may result in variations from this average. We warrant that sufficient material will be used on the project to result in the average thickness named.
3. **DRAINAGE:** Paving Industry Standards for the proper design of asphalt pavement require a minimum slope of 1% in all areas (one foot of fall for every 100 feet). If the proposed grades on this project result in less than the minimum acceptable slope of 1%, the customer should expect sluggish runoff of surface water, and "birdbath" puddles on the completed pavement. Such problems will not be subject to correction under our warranty.
4. **EXTRA WORK:** Should the need arise for work that goes beyond the scope of what is outlined in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
5. **APPROVAL:** This proposal will not be binding upon our company until the signed acceptance has been received by us and until it has been checked and signed by our project manager in the space provided for signatures.
6. **REPRODUCTION CRACKS:** When resurfacing concrete, brick or asphalt pavement the contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
7. **WET OR UNSTABLE SUB-GRADE:** No material will be placed on a wet, unstable or frozen sub-grade. A suitable sub-grade is a condition precedent to the requirement of performance of this contract.
8. The total cost of the work includes all materials and labor complete and in place for each item listed, unless otherwise indicated.
9. If approved plans, specs, and dimensions are acknowledged on the front of this form the prices given may be considered firm. If approved plans, specs, and dimensions are not provided or in the event revisions to the plans and/or specs are made the total price shall be determined by applying unit prices to actual measured quantities.
10. Unless otherwise stated, the prices herein will remain in effect for a period of ten days from the date of quotation.
11. Full payment is due upon completion of project. Overdue amounts shall bear interest at the maximum allowable rate.
12. Esch Landscaping, LLC will not be responsible for existing soil conditions, existing base aggregates furnished by others or existing asphalt that is deteriorating.
13. Aggregate base installation price includes one move-in only on total project. Asphalt installation price includes one move in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
14. Purchaser agrees to pay a reasonable attorney's fee and all cost of collection in the event the services of an attorney are required by Esch Landscaping, LLC to enforce this agreement.
15. It is agreed that no promises, agreements or understanding have been made other than herein contained; that no agent or salesman has any authority to obligate Esch Landscaping, LLC to any terms,

stipulations or conditions not herein expressed.

16. Failure of Esch Landscaping, LLC to enforce any of these conditions or to exercise any right shall not affect Esch Landscaping, LLC rights nor shall any such failure act as a waiver in respect to other occurrences.

17. No retention is to be held on this contract.

18. Esch Landscaping, LLC, reserves the right not to commence work on this project if your account is or becomes delinquent, or if you, the lender, owner, general contractor, construction manager, or any party to the contract, are experiencing financial difficulty. Further, if at any time during the course of this project, the payment terms set forth in the Agreement are not strictly complied with, or if you the lender, owner, general contractor, construction manager, or any party to the contract are experiencing financial difficulty, Esch Landscaping, LLC reserves the right to suspend or terminate the provision of labor and materials until the past due account balances are brought current and are maintained in compliance with Esch Landscaping, LLC's credit terms under this Agreement, and the financial difficulty has been resolved.

19. Neither party shall be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire, explosion, flood, earthquake, storm, civil insurrection, act of God, mechanical breakdown, sabotage or vandalism, strike or other labor disturbance (Seller shall not be required to settle a labor dispute or take action that might involve it in a labor dispute), shortages of, significant cost increase of, delays in obtaining raw materials or finished products, equipment, labor, transportation or storage, interruption of utility services, interruption or loss of the use of facilities, or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries and their customers (whether under contract or not), Seller may allocate its supply among them in any fair and reasonable manner determined by Seller.

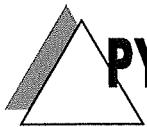
20. Indemnification. Regardless of any other term in this Agreement or any other document, proposed or delivered by the Owner relating to the Project.

a) The Owner shall indemnify, hold harmless and defend Esch Landscaping, LLC from any and all claims, liabilities, expenses (including reasonable attorney's fees), or other damages, which relate to, the actions or omissions of the Owner or the Owner's work on the Project.

b) The Owner agrees to pay all fees and expenses, including reasonable attorney's fees incurred by Esch Landscaping, LLC in enforcing this indemnification.

c) By performing the Project, the Owner further confirms its acceptance of this indemnification.

d) These Indemnification obligations shall not be limited in any way by any insurance proceeds received.



PYRAMID PAVING & CONTRACTING CO.

600 N. JEFFERSON STREET

BAY CITY, MICHIGAN 48708

BAY CITY: 989-895-5861
FAX: 989-895-8905
TOLL FREE: 800-258-1132

PROPOSAL

PROJECT NAME & LOCATION:

City of Caro - City Wide Street Patches
C/O Tom Reese
741 Hooper St
Caro, MI. 48723

September 20, 2022

Email: treese@carocity.net

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>2,857</u>	<u>S.F</u>	<u>Approx.</u>
1	Install 2" of HMA 13A leveling course and compact			
2	Apply LTBC-2 bond coat to leveling course and prep for wearing course			
3	Install 2" of HMA 13A wearing course and compact			

Note: City of Caro to Sawcut and prep all areas prior to asphalt installation

Estimated Cost: 2,857 S.F 18.26 \$52,175.00

Notes: Price above is good for 2022 paving season

Any additional areas to be paved will be invoiced extra @ the Square Foot bid price

Price based on 1 mobilization after all areas prepped by city of Caro

ACCEPTANCE OF PROPOSAL:

SIGNATURE

DATE

SPECIAL NOTES:

PRICE(S) QUOTED ABOVE INCLUDE ALL APPLICABLE TAXES. PAYMENT IN FULL UPON COMPLETION
MATERIAL AND WORKMANSHIP GUARANTEE FOR ONE YEAR FROM PROJECT COMPLETION.
THIS PROPOSAL WAS PREPARED BY CHAD WEISS AND IS GOOD ONLY FOR THIRTY DAYS.

PROPOSAL SUBMITTED TO STREET JOB LOCATION	PHONE CITY, STATE, ZIP	DATE
<i>City of Caro - Tom 741 S. Hooper email: treese@caroicity.net</i>	<i>673-2571 0.284-6424</i>	<i>9/29/22 Caro</i>

We hereby submit applications and estimates for:

Recap Existing Asphalt or Concrete

Edge and clean area to be recapped. Apply vegetation killer. Apply layer of SS-1 tackcoat. Fill in low areas and dips with asphalt and compact. Then lay 2" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ _____

Regrade Existing Stone Area

Excavate grass on edges of drive and middle of drive if needed. Add necessary stone-crete where needed. Grade and compact complete driveway-for proper water drainage. Apply vegetation killer. Pave area with 3" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ _____

Complete Excavation

Excavate dirt, sod, asphalt or concrete. Haul away debris. Install 6" stone-crete. Grade and compact stone for proper water drainage. Apply vegetation killer. Lay 3" of hot bituminous asphalt and roll to a smooth finish. Tamp edges.

Price \$ _____

Remove and Replace

*Includes Sourcing
City Wide Skip Patching 285790 ft²*

Price \$ 23,185.40

Seal Coating

Edge and clean asphalt. Apply heavy duty rubberized Federal Spec Coal Tar Sealer.

Price \$ _____

Crack Filling

Clean out major cracks with high air pressure. Fill with hot Flez-A-Fill crack filler that will expand and contract with temperature change.

Price \$ _____

Striping

Stripe lot to owner's specifications.
 Re-stripe lot

Price \$ _____

Concrete

Excavate dirt, sod, asphalt or concrete. Haul away debris. Install 4-6" of sand. Grade and compact sand for proper water drainage. Pour 4" 4000 mix concrete with wire reinforcement. Smooth broom finish.

Price \$ _____

Others

Price \$ _____

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

Upon Completion

Our workers are covered by workman's Compensation. We have all the necessary licenses and insurances. All asphalt installed on our own stone-crete base (4.6 inches stone) is guaranteed for 1 year against raveling, peeling water holes and breaking up under normal automobile traffic. We cannot be responsible if the sub-base is poor. Asphalt will have a tendency to crack when driven over the edge. So this cannot be warranted. All asphalt work performed on customer's present base is not guaranteed. All asphalt work is not guaranteed against cars leaving marks with tires and indentations. Once job is started and customer cancels, 50% of the order is due to Mr. Asphalt. Once job is awarded, customer has 3 days to cancel. Asphalt work is not guaranteed when customer or other company applies sealcoating. All materials installed on the job are owned by Mr. Asphalt until job is paid in full. All descriptions of pavement thickness in proposal refer to average thickness. Variations in subgrade conditions and technical limitations may result in variations from this average. We warrant that sufficient materials will be used on the project to result in the average thickness named. All work to be done in a workmanship like manner.

All checks to be made payable to "MR. ASPHALT"

Authorized

Signature

Bryan Penner

Note: This proposal may be

withdrawn by use if not accepted within

14

days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

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DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM:

TO: Caro City Council
FROM: Lauren Amellal, Interim City Manager
DATE: 9/28/22
RE: Emergency Siren

BACKGROUND:

The City of Caro has long had plans to demolish the former Police Station. One obstacle that hindered the timeline has been having the old emergency siren removed and possibly relocated or completely replaced.

The provider of our emergency siren systems, Westshore Services, Inc. visited with Ken Martin, DPW Supervisor, Tom Reese, and myself recently.

The estimate for removal and relocation, as well as the estimate for a reconditioned siren are attached for your review. Please see summary below.

Option One: **\$12,670.00**

Removal and reinstallation of existing equipment.
New pole and ground system, mounting, antenna, weatherproof cabinet for panel.
Electric work is our responsibility.

Option Two: **\$15,225.00**

Removal of current siren and trade value of \$500.00 for used equipment.
Purchase and install of refurbished 2001 model (matches our other sirens)
New Pole, 60 amp electric, new antenna, new control panel

RECOMMENDATION:

After reviewing both options I believe that the second option would potentially be more cost effective. Some factors being the amount of electric work needed for the two options, also the availability of parts, the use of back up batteries, and the limited warranty on the newer equipment. Please review the document submitted by West Shore Services, Inc in depth.

MOTION:

Option One: Move to RELOCATE the existing equipment as outlined in the proposal.

Option Two: Move to ACCEPT the recommendation for the purchase of a newer refurbished emergency warning siren system, with warranty and back up batteries from West Shore as outlined in the proposal.

Option Three: Move to DECLINE the other options and postpone or table the item for further review by council.

Cc: City Clerk, Rita Papp



West Shore Services, Inc.

Jeff DuPilka - President

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401
Phone: 616-895-4347 ext. 112 Fax: 616-895-7158

September 30, 2022

City of Caro
Attn: Lauren Amellal, Interim City Manager
317 South State Street
Caro, MI 48723

RE: Community Warning Siren Project

Dear Lauren:

I appreciated the opportunity to meet with you, Ken, and Tom to review the options relating to the relocation of the city's current siren from the old police station. As we discussed, I have provided the following two proposals/options for your consideration.

Option One

This option covers the removal and reinstallation of the City of Caro's existing Federal Signal 2T22 siren currently located on top of the police station.

The following work is included:

- Remove the existing siren head and control cabinets at the police station
- Reinstall the existing equipment on a new 50ft class II pole.
- Auger a hole, install the pole, including a new grounding system.
- Work with Ken Martin, the city's electrical contractor, to install a new 100amp three-phase disconnect on the pole.
- Provide a weatherproof cabinet for installation of the existing control equipment.
- Provide and install new antenna mount/antenna/antenna cable.
- Restart the siren and test after the final electrical connection has been made.

The estimated cost to complete this work is \$12,670.00

Customer Responsibilities:

- All necessary electrical work to complete the final three-phase electrical connection from the building to the pole. This also includes the installation of the new three-phase 100amp disconnect on the pole and interconnecting wiring from there into the existing control cabinet.
- Any necessary electrical permit costs.

Option Two (Recommended Option)

This proposal includes the installation of a used Federal Signal 2001 AC/DC remote warning site which matches the other sirens currently utilized in the city of Caro's warning system.

The following work is included in this option:

- Provide a used Federal Signal 2001 two-way capable siren control and all-aluminum control cabinet/siren head to match the city's remote siren site equipment.
- Equipment will be mounted on a class II 50/55ft pole
- Auger a hole, install the pole, including a new grounding system.
- Work with the city's electrical contractor to run power to a new single-phase 60amp disconnect for the underground connection which will be provided on the pole.
- Provide and install new antenna mount/antenna/antenna cable.
- Provide and install four new batteries.
- Remove the existing siren head and control cabinet from the police station.

The estimated cost to complete this work is \$15,225.00

Note- We will offer the City of Caro \$500.00 to trade in the existing warning siren equipment.

Note- We will be reusing the city's current RF control board in the installation of the new equipment.

Note- The equipment we provided will carry a full two-year warranty part and labor on the siren head, control cabinet, and installation services.

Customer Responsibilities:

- All necessary electrical work to complete the final 220v single-phase electrical connection from the building to the pole.
- Any necessary electrical permit costs.

Advantages of Option Two

- The used 2001 AC/DC equipment we are recommending only requires a 60amp single-phase electrical service, which will greatly reduce the cost of the electrical installation portion of the project.
- The siren equipment is constructed out of aluminum, and the installation will match our current installation standards of two grounding systems and an all-aluminum conduit between the control cabinet and the siren head.
- Unit will be battery backed up to allow operation in the event normal AC power is interrupted to the siren.
- The equipment we are furnishing is currently being used in more than 2,000 locations in the state of Michigan alone. Repair parts are available and will continue to be available in the future.

Thanks again for the opportunity to provide a proposal for this project. If you have questions or need any additional information, please feel free to email me or call me on my cell at 616-291-0769.

Best Regards,



Jeffrey J. DuPilka
President

JD/tk

KEN MARTIN ELECTRIC, INC.

4180 Hurds Corner Rd.
CASS CITY, MICHIGAN 48726

Phone (989) 872-4114
Fax (989) 872-4140

JOB ESTIMATE

PHONE

673-7671

DATE

9/30/22

JOB NAME/LOCATION

TO CITY OF CARO
ATTN TOM

NEW SIRENJOB DESCRIPTION: NEW WIRE/CIRCUIT(relocate)

① FURNISH & INSTALL A 50 AMP 3⁴ CIRCUIT
OVER TO NEW SIREN W/ A DISCONNECT
MOUNTED TO POLE FOR NEW SIREN.

ALL MATERIAL LABOR & PERMIT

4,295.00(refurbished)

② SAME AS #1 EXCEPT 1⁴ W/ A 60 AMP
CIRCUIT.

2,575.00(relocate)

③ IF EXISTING SIREN IS RE-USED -
ADD - 2,000.00

thank you,

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED
JOB COSTESTIMATED
BYKen Martin

CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
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JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

Memorandum

TO: Caro City Council
FROM: Lauren Amellal, Interim, City Manager
DATE: 9/26/2022
RE: HVAV System- City Hall

Background:

It is my understanding that we have had issues with our HVAV system at City Hall for years and have yet to address the issue formally. \$120,000.00 was set aside in the Annual Budget from our ARPA funds Michele, Tom and Matt were working on estimates for some time without resolve. When I became Interim, I put this issue at the top of the list. Together we have received only two estimates for the project, out of the 4-5 companies that were contacted. Please review the attached estimates for details.

OPTIONS:

<u>GOYETTE MECHANICAL</u>	<u>\$118,625.00</u>
<u>THUMB COOLING & HEATING</u>	<u>\$106,890.00</u>

RECOMMENDATION

I recommend using Thumb Cooling & Heating to minimize the cost, and due to the local service they provide. Goyette has stated that the estimated time frame of completion is 20 weeks. Based on a conversation I had with TC&H Manager-Kyle Mausolf, that they can complete the job in less time.

MOTION:

Option 1. Select a company based on the information above.

Option 2 Decline the estimates

Option 3: Continue to postpone the repairs that are necessary for a healthy and safe workplace by tabling you decision.



837 SOUTH STATE STREET • CARO, MI 48723 • 855.206.5457
8430 VAN DYKE RD. • CASS CITY, MI 48726 • 855 206 5457

September 15, 2022

Re: City of Caro Administrative Building - Rooftop Unit Retrofit & DDC Control Upgrades
Thumb Cooling & Heating is pleased to provide you a quotation to Replace the air conditioning system for the above mentioned areas. This project is a direct replacement and is to be based on design build. All Equipment to be provided by Thumb Cooling & Heating. The basis for this design is to give value engineering for a direct replacement approach, while providing a reliable and energy efficient solutions for the HVAC System.

Specific Work Scope:

This proposal is based on the following scope of work:

Base Bid Mechanical:

- Furnish and install One (1) 15-ton multi-zone VAV RTU Gas/Electric to serve all the office and conference areas of city hall.
- Furnish and install Ten (10) VAV controllers, necessary duct sensors, and necessary space sensors
- Furnish and install Seven (7) Hydronic 24V electric complete valve assemblies for all Baseboard heat control in building.
- Furnish and install Ductwork, Fire Dampers, Grills, Registers, Diffusers, & Insulation package as per design schedule.
- Furnish and install Mechanical Piping (Condensate & Gas), Valves, Fittings, Actuators, Dampers, Shut-offs, Hangers, Shut-offs as per design schedule.
- Furnish and install a BMS Controls System for the above mentioned Equipment. System will integrate with existing system.
- Removal of existing 44-year-old Trane split system in its entirety (AHU & R-22 AC)

Other Work Included:

- All permits pertaining to the Mechanical fields.
- Administrative Fee
- Painting
- Crane Lift
- Power Wiring
- Structural Steel Work
- Roofing – Flat Roof Repair & Sealing
- Duct Smoke Detectors –
- Complete Controls Package
- Sales Tax
- Test, check, start up, and one year warranty from certificate of occupancy for HVAC equipment provided by us
- Owner system training



837 SOUTH STATE STREET • CARO, MI 48723 • 855.206.5457
8430 VAN DYKE RD. • CASS CITY, MI 48726 • 855 206 5457

Specific Exclusions:

- Performance or bid bond
- Engineering Fees – If Needed

• Davis-Bacon Wage Rates

- Concrete work, equipment or housekeeping pads
- Overtime or premium time work
- Fire protection
- Painting
- Temporary heating, cooling, or ventilation
- Life safety controls tie in to central panel

Base Bid Mechanical.....\$106,890.00

Thank you for the opportunity,

Kyle R Mausolf
Member/Manager
Thumb Cooling and Heating LLC
(855) 206 5457 Office
(989) 430 9374 Cell
www.thumbcoolingandheating.com



**3842 Gorey Avenue
Flint MI 48506
Phone: (810) 742-8530
Fax: (810) 742-3661**

PROPOSAL

Date: 2-28-2022

To: Caro City Hall
317 S. State St. Caro, MI 48723

Attn: Mike Lane

Email: mlane@carocity.net

RE: Rooftop Unit Retrofit & DDC Control Upgrades

In reference to the above-mentioned project, our price includes all supervision, labor, materials, tools, permits, and equipment required for a complete scope.

Scope of work:

- Provide labor and materials as required for RTU retrofit and controls upgrade at City Hall site
- Removal of existing 44-year-old Trane split system in its entirety (AHU & R-22 AC)
- Furnish and install (1) 15-ton multi-zone VAV RTU to serve all areas in question

Our price will include the following:

Commercial Multi-Zone VAV RTU (Qty. 1)

- (1) Carrier 15 Ton Packaged VAV Rooftop Unit – M#48LCEB17B3A5-1R2C0 (RTU #1)

Product Data

- Medium Gas Heat – (310 MBH input)
- Three stage cooling capacity control with multi-zone VAV operation
- RA Smoke Detector
- Factory installed Demand Control Ventilation with RA CO2 Sensor
- Factory installed 16x25x2 MERV 13 filter kit
- Field installed add-on for (2) duct mounted iWave-C commercial air purifiers
- Ultra-High Static Blower Option - Vertical Models with VFD controller
- VAV-RTU Open Controller (BACnet)
- Enthalpy - Ultra Low Leak Economizer w/ Barometric relief
- Powered Convenience Outlet
- Non-Fused Disconnect
- Standard Packaging
- New construction curb (24" roof curb)

Installation will include the following:

- Removal and disposal of existing HVAC equipment per EPA regulations
- Removal and disposal of all existing ductwork to no longer be utilized
- Disconnect all hot water piping to existing AHU – cap 3-way valve where necessary and bypass back to existing hot water heating loop
- Fabricate and install new sheet metal drops from new RTU curb into ceiling space
- Fabricate and install all necessary supply and return duct transitions to tie back into existing duct work in ceiling space
- New gas piping ran from east exterior gas meter location to RTU location
- Electrical wiring reconnect, existing 15 ton AC electrical service to be reused for new RTU
- Control wiring terminations
- Furnish and install (2) I-Wave C commercial air purifiers and all associated low voltage wiring
- Equipment and material logistics and field setup
- Crane rental and setup
- Field labor and supervision
- Factory Start-up, Owners' training as required
- Mechanical Permit (Gas piping & RTU replacement), Electrical permit, etc.
- Miscellaneous materials required for proper installation

**Controls Scope of Work:**

Furnish all controls engineering, material, installation, terminations, programming and start-up labor for the following systems.

Building Management System (BMS) – Niagara 4

- Demo all existing pneumatic controls in 1st floor pneumatic control panel
- Furnish new Niagara 4 JACE-8000 panel to replace the existing pneumatic controls
- Furnish new Niagara 4 JACE-8000 with 25-Device Core, 5-Year software maintenance agreement, and wall plug power supply
- Furnish (10) new VAV controllers, necessary duct sensors, and necessary space sensors for all VAV boxes in question
- Furnish (7) new 24V electric reheat complete valve assemblies (valve body & actuator)
- Make any piping changes necessary to install these valves, confirm no leaks upon completion
- Program and integrate (10) VAV boxes with (7) baseboard heating valves
- Provide labor and materials as required for installation of a new BACnet communication bus from the location of the Niagara 4 JACE-8000 panel to the new RTU and all (10) VAV boxes in space
- All (11) devices to be integrated via BACnet, all other existing HVAC units and devices (CUHs, hanging unit heaters, furnaces, etc.) to run stand-alone and or stay thermostatically controlled
- Update BMS System Graphics and Floor Plans as applicable to current HTML5 web-based standards (No Java)
- Verify the proper communication and value reporting of all control points
- Provide owners' training on new BMS as required
- User interface (laptop or desktop) to be supplied by City of Caro

Electrical Installation: All new wiring and power supplies as appropriate. All new BACnet bus/sensor installation and termination by Goyette Mechanical employees.

Start-Up & Check-Out: Provide all start-up and check-out required for new DDC controls and BMS system.

Training: Provide (2) hours training and support for Owner's staff to operate new BMS and controls.

Warranty: Provide (1) year warranty from system acceptance

EXCLUSIONS

Additional engineering, programming, or technical labor requested beyond this scope of work will be quoted on an as-needed basis, including all system repairs.

Warranties

RTU Warranty – 5 year compressor – 10 year heat exchanger – 1 year parts – 1 year labor

Controls Warranty – 1 year parts – 1 year labor

Total Investment: \$118,625.00 **20-week lead time on new RTU**



Our price will not include the following:

- Asbestos Removal/OT Work
- Interior Construction/Drywall and or plaster repairs of any sort
- Gas Meter upgrades/Consumers' Energy associated costs
- Plan Review and Professional Fees/Stamped Drawings
- Structural Steel
- Items not indicated above will be proposed and approved prior to work performed
- Any work not mentioned above

Note: A 3% fee will be added if invoice is paid with a credit card

PAYMENT TERMS: UPON COMPLETION OF WORK UNLESS OTHERWISE AGREED.

CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

"Goyette Mechanical reserves the right to make reasonable changes to the contract between the parties."

ACCEPTED The above prices, specifications and conditions are Satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn by us
if not accepted within 30 days.
Respectfully submitted,

GOYETTE MECHANICAL CO., INC.

Date of Acceptance _____

BY: _____

BY: _____

Rob Johnson
Service Estimator
PH# 810-397-3585
rjohnson@goyettemechanical.com



GOYETTE
M E C H A N I C A L



WeatherExpert™ - 48LC*B

PACKAGED ROOFTOP GAS HEATING/ELECTRIC COOLING UNITS
With Variable Air Volume (VAV) Operation 12.5, 15, 17.5, 20 and 23 TONS



Optional Economizer/PE Shown

WeatherExpert® - 48LC*B

48LC*B Multi-Zone Variable Air Volume (VAV) units are ultra-high efficiency, single-packaged electric cooling, gas heating units. Units utilize three stages of cooling capacity control with required integrated economizer; full activate evaporator coil and matching indoor fan motor speed control. All models are supplied with belt drive indoor fan motors with Variable Frequency Drive (VFD) speed controller and Direct Drive - ECM outdoor fan motor. Models use Carrier's VAV-RTU Open controller specifically designed for the unit operation. All units are factory tested in both heating and cooling modes, and rated in accordance with AHRI Standards 340/360

STANDARD FEATURES INCLUDE:

- Puron (R-410A) HFC refrigerant
- Direct digital control cooling capacity control on all models
- VAV-RTU Open controller provides all unit operation and requires the use of Carrier iVu™ VAV zone controls on all system air terminal units for a total system comfort solution
- Single refrigerant circuit with fully activated evaporator coil
- Supply air temperature sensor controls the units required cooling supply air temperature
- Return air sensor for monitoring capabilities only
- IEER up to 19.1 with EER's up to 12.5
- ASHRAE 90.1 compliant, Energy Star qualified
- Meets or exceeds CEE tier II performance criteria
- Belt drive indoor fan and pulley system with Variable Frequency Drive (VFD) motor controller on all models
- High efficiency ECM outdoor fan motor
- Sound levels as low as 84 dB
- Exclusive non-corrosive composite condensate pan in accordance with ASME A112.19.2/CSA B125.2 Standard, sloping design
- Induced draft circulation design
- Redundant gas valve, with up to 2 stages of heating
- Pre-painted exterior panels and primer-coated interior panels tested to 500 hours salt spray protection
- TXV refrigerant metering device controlled
- Fully insulated cabinet with foil faced insulation in the air stream
- Exclusive IGC solid-state control for on-board diagnostics with LED error code designation
- Standard cooling operating range up to 125°F (52°C), and down to 45°F (7°C). Lower operation with integrated economizer.
- Rated in accordance with AHRI Standard 340/360
- Designed in accordance with Underwriters' Laboratories Standard 1995 and ANSI Z21.47. Listed by ETL
- Morning warm-up and occupied heating capabilities

MAINTENANCE FEATURES

- Access panels with easy grip handles
- Innovative, easy starting, no-strip screw feature on access panels
- Two-inch disposable return air filters on slide out track. Four inch track available as field installed accessory.
- Terminal board facilitating simple safety circuit troubleshooting and simplified control box arrangement

INSTALLATION FEATURES

- Dedicated vertical and horizontal airflow models available ordered as factory option. Not required.
- Provision for thru-the-bottom power entry capability as standard
- Single point gas and electric connections
- Full perimeter base rail with built-in rigging and fork truck slots
- Duct static pressure sensor to control fan motor VFD and maintain duct static pressure. Provided for field installation.

RELIABILITY FEATURES

- Permanently lubricated evaporator-fan motor
- Totally enclosed condenser motors with permanently lubricated bearings

STANDARD LIMITED PARTS WARRANTY

- 10-year heat exchanger parts - Aluminized
- 15-year heat exchanger parts - Stainless Steel
- 5-year compressor parts
- 1-year parts

OPTIONS/ACCY INCLUDE BUT ARE NOT LIMITED TO:

- Stainless steel gas heat exchanger includes tubes, vestibule plate and collector box.
- Powered or non-powered convenience outlet
- Multi High static motor options
- Smoke detector, supply and/or return air

Certified to ISO 9001



ETL CERTIFIED



CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

317 South State Street
Caro MI 48723
Phone 989-673-2226
Fax 989-673-7310
Website www.carocity.net

MAYOR
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BOB ESCHENBACHER
DON HALL
TISHA JONES-HOLUBEC
JILL WHITE
EMILY CAMPBELL
PAMELA ISELER

MEMORANDUM:

To: Caro City Council

FROM: Lauren Amellal, Interim City Manager

DATE: 9/30/2022

RE: Master Plan Update

Background:

The City of Caro has been in the process of renewing its Master Plan with the financial support of the EDC, the professional services of Rowe Engineering's Planning Department, and the dedication of the committees, commissions, and the contributing staff, as well as the support and input of area residents.

The Planning Commission moved to approve the DRAFT for review by the City Council in September. The Council has had ample time to review the DRAFT Master Plan and should be ready to move forward with Approving the DRAFT for Public distribution and review, prior to the upcoming Public Hearing. Further the Council must decide if they would like to have the right to approve the Final Master Plan after the Public Hearing, which will be held in January of 2023. (

PLEASE KEEP IN MIND THAT WE CAN STILL AMMEND THE DRAFT DURING THE PUBLIC HEARING)

Recommendation:

I recommend the Caro City Council move to APPROVE the DRAFT Master Plan and release it for Public Distribution. I also recommend the Council complete the resolution to Reserve the Right for Final Approval of the Master Plan after the Public Hearing at the Planning Commission.

Motion:

Option One:

Move to APPROVE the DRAFT Master Plan for Public Distribution and allow the Planning Commission to set a Public Hearing date in January 2023.

Move to RESERVE THE RIGHT FOR COUNCIL IN FINAL APPROVAL OF MASTER PLAN (SEE RESOLUTION)

Option Two:

Table the APPROVAL for a later date.



MEMORANDUM

To: Caro City Council
From: Jason Ball, AICP
Senior Planner
Date: September 19, 2022
Subject: Authorization for Master Plan Public Hearing

The City of Caro Planning Commission has completed work on the draft update of the city Master Plan. The next step in the process is for the City Council to authorize the plan for a public hearing by the Planning Commission. You are not approving the plan, only authorizing a public hearing, but if you have any serious concerns regarding the plan, it would be appropriate to raise them with the Planning Commission now before the plan is released for public hearing. Approval can be by a simple motion like the example below:

I make a motion that the Caro City Council hereby authorize the draft City of Caro Master Plan for public hearing by the Planning Commission and that the notices required under the Michigan Planning Enabling Act be sent and published.

Once you authorize the public hearing, draft copies of the plan will be sent to surrounding jurisdictions and be available for review at the city for the required 63-day review period. The Planning Commission is proposing that the public hearing be held during one of its January 2023 meetings. The Planning Commission may at that meeting or at a subsequent meeting adopt the Master Plan, with or without changes from the plan draft. Adoption by the Planning Commission is the final step in adoption unless the City Council passes a resolution to assume authority for final approval of the plan. If such a resolution is passed by the City Council, the plan is forwarded to you after the adoption by the Planning Commission. At that point, your options are to either vote to approve the plan or to send it back to the Planning Commission with a list of issues/concerns. The City Council cannot amend the plan adopted by the Planning Commission. A resolution is attached if the City Council would like to assume authority for final approval of the plan.

Attachment: Resolution by Caro City Council to Reserve the Right for Final Approval

R:\Projects\21C0157\Docs\Master Plan\Review and Adoption Process\STEP 2 - Memo to Legislative Body.docx

Flint, MI (HQ): 540 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7500

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

Flint, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | Mt. Pleasant, MI | Grayling, MI | Myrtle Beach, SC | www.rowpsc.com

**RESOLUTION BY CITY OF CARO COUNCIL TO RESERVE RIGHT TO FINAL
APPROVAL
MASTERPLAN 2023-2043**

WHERE AS the Caro City Council established a Planning Commission to prepare plans for the development of the city, and

WHERE AS the Michigan Planning Enabling Act, PA 33 of 2008 establishes the procedures for the development and adoption of Master Plans, and

WHERE AS the Michigan Planning Enabling provides the City Council with the option of assuming for themselves the right of final approval of a Master plan adopted by the Planning Commission, and

WHERE AS the City of Caro Planning Commission has prepared an update to the Master Plan and has presented it to the City Council to authorize a public hearing on the plan, now

THEREFORE BE IT RESOLVED that the Caro City Council reserves for itself the right to final approval of the City of Caro Master Plan as authorized under the Michigan Planning Enabling Act

MOVED: SUPPORTED:

YEAS:

NAYS:

ABSENT:

Joseph Greene, Mayor
City Council

I, Rita Papp, City of Caro Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Caro Council at a regular meeting thereof held on the 3rd day of October 2022.

Rita Papp, City of Caro Clerk

CITY OF CARO

MANAGER
MATTHEW LANE
CLERK
RITA PAPP
TREASURER
VACANT
ATTORNEY
LAURA GENOVICH

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PAMELA ISELER

TO: City Council
FROM: Rita Papp – City Clerk
SUBJECT: Clerk's Report
DATE: October 3, 2022

- Processed 10 FOIA's during this period.
- Continuing to review Boards and Commission Appointment vacancies.
- Planning Commission has 3 vacant seats. Posted vacancies on city website. No application received as of the date of this meeting. According to MCL 125.3815, Sec. 15(2) city may have 5, 7, or 9 members. We may want to consider going to a 7 member. If we do, then we may have 1 vacant seat.
- Parks & Recreation has 1 vacant seat available due to Pamela Iseler being appointed to the Council. Reviewing By-Laws to see if 2 council members can serve on a committee. No action taken as of writing this report.
- Applied for a grant through MMRMA to cover ½ cost of Michigan Association of Municipal Clerks Summer Conference. Will be decided on August 10, 2022. Grant has been approved and waiting on payment from MMRMA.
- Posted the City Manager's position on MML, ICMA, Facebook, City Website, and in the Tuscola County Advertiser per Council's request. Due date September 9, 2022, at 5:00 p.m. Received 17 applications, which has been narrowed down to 5 candidates. Interviews are scheduled on September 26th & 27th. Council has narrowed the candidates down to 3 individuals for 2nd interviews. TBD
- LED sign has been ordered from Midway Signs per council's approval. Sign permit is done. Electrical permit is in process. Installation time frame will be 4-6 weeks.
- Gathering quotes and information on security in the office. We have grants available thru Election Security Grant and MMRMA RAP grants. Hoping to get grants for most of the costs.
- Started to attend Rotary on August 22, 2022.
- Preparing for the General Election on November 8, 2022. Ballots have been tested and will be mailed starting Monday, October 3, 2022.
- Jana has completed training on September 27, 2022 – Accreditation for Election Officials.
- Attended Special Meetings for City Manager interviews on September 26th & 27th.
- Met with Tim McClorey, MMRMA for our annual renewal questionnaire on Wednesday, September 28, 2022.
- Met with Burt Watson to sign the final paperwork for the 2022 Silverado, Police Department, on September 28, 2022.
- Mailed out the Industrial Facilities Tax Final Packet (Larsen Graphics) to Michigan Department of Treasury, September 30, 2022.

CITY OF CARO

INTERIM MANAGER
LAUREN AMELLAL
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
LAURA GENOVICH

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Memorandum

TO: City Council
From: Lauren M. Amellal; Interim City Manager
Date: September 30, 2022
RE: Interim Manager Report

New:

- Water main break on State Street handled by teamwork, and communication!
- Discussed filling the need for a water foreman for DPW with MRW.
- Hired 2 applicants for Fall seasonal DPW/DDA worker with Tom and Rita
- Researching history of downtown speaker system for repair/ replacement.
- Hazard Mitigation Plan for County needs APPROVAL BY RESOLUTION
- Met with MMRMA and Rita for annual review.
- Interviewed for permanent City Manager Position in Caro- was not selected.
- Discussed need to post WWTP Supervisor Position with Rita
- Attended Federal Grants Workshop.
- Met with MIWORKS and Rita for grant funded internship program.

On-Going/Progress:

CDL:

- Phone conversations with Attorney Mike Blum and Union Rep, Chris Watts Action required- see packet for details.

WWTP

- HRC to complete Capital improvement for WWTP
- Generators are in place for 3 lift stations. More on order.
- Estimates for drive at some station in works.

RRC:

- Began RRC training modules
- Delegated several duties to ensure progress and completion of RRC checklist
- Completed items for Certified community

Pumpkin Festival:

- Looking into electric repairs and billing for panel nearest to Tuscola Courthouse.
- DDA approved \$500 for Fall Décor in District- décor ordered
- Met with Pumpkin Festival Committee, police, fire, and DPW

Police Station Demo:

- Contacted West Shore estimate included in packet
- Phase 2 Environmental studies in progress, report by end of October

Staff/ Policy:

- Sent letter to employee/ former renter about past due rent and utilities.
- Continued bi-monthly Department Head Touch-Point meeting to increase cross-departmental communication, and TEAMWORK!

Wells:

- Well #3 filled with concrete, and wellhead removed. Wellhouse to be removed.
- Wood Environmental has completed the 1st phase of study for new well.
- Met with Wood, Rowe, John M from MRW and Tom Reese- approved WOOD to perform analysis on secondary location (near well 6)
- Well #7 interior pipes and contents pulled, camera-ing complete. Repair estimate to come.

Caro Center:

- DRAFT easements are in from the State. Currently being reviewed by Rowe, Lawyer, DPW, WWTP.

- Taps and meters properties hooked to/ Caro Center sewer system. needed for licenced by

Parking Lot Extension:

- Initial Topographic Survey to be complete by Rowe in October.

TISD Annexation:

- TISD and County currently seeking legal assistance for continuation of unaccepted Annexation agreement.
- Planning resolve for utility service bill if not approved.

MSP Post:

- Set meeting for early October with County to discuss utility service options.

City Hall HVAC:

- Bids are in, please review attached

Sidewalks & Bids:

- Fall Project went out for bids following the August 3rd Council meeting.
- No bids were received for Fall 2022 project.
- Project to be sent out for bids again.

Hills & Dales:

- Zoning Variance request was approved for 24 parking spaces at ZBA meeting.
- Wellogy presented preliminary site plan to Planning Commission.
- Demolition of residence in progress- will contact building codes.

Downtown:

- DDA approved décor budget for fall.
- Parks and Rec volunteered to manage the décor project.

Near Completion or Complete:

Equipment:

- NEW police vehicle is in, needs to be outfitted
- LED sign has been ordered.
- Auger at WWTP repaired, second Auger to be replaced.
- DPW to check holiday décor and components for replacement and/or repair.

Gilford Rd.

- Met with PC and signed off on MDOT doc for payments.

Aldi:

- Water and Sewer taps are complete.
- Sign permit application currently under review.

Master Plan

- Draft has passed Planning Commission. In review by Council-action required.

Gas Service:

- Install complete for Westchester Dr. and Colling & Gilford

COI Review:

- Planning Commission found no evidence of COI with Planning Commission Chairperson.
- Legal Opinion received.

Storage Use Agreements:

- Collected Keys from CCS for Mertz Building.