

**AGENDA**  
**REGULAR MEETING OF THE CARO CITY COUNCIL**  
**April 18, 2022, 6:30 P.M.**

**CALL TO ORDER (Pledge of Allegiance)**

**AGENDA APPROVAL**

**PUBLIC COMMENTS/VISITORS:**

**COMMUNICATION:**

1. Charter Communications – Upcoming Changes
2. Planning Commission Minutes – January 11, 2022
3. Notice of Intent to Prepare a Master Plan Amendment – Juniata Township

**CONSENT AGENDA:**

1. Regular Council Minutes – April 4, 2022
2. Invoices
3. Department Reports
  - A. Police Report – Chief Brian Newcomb
  - B. Fire Report – Chief Randall Heckroth
  - C. Code Enforcement – Randall Heckroth
  - D. DPW/Water Reports - None
  - E. WWTP - None
  - F. Municipal Parking Violations Bureau Report – Rita Papp

**REGULAR AGENDA:** (action required)

1. Open Public Hearing – Removal of Allan Michel from Planning Commission
2. Close Public Hearing – Removal of Allan Michel from Planning Commission
3. Action – Removal of Allan Michel from Planning Commission
4. ICMA-Mission Square 401A Money Purchase Plan Adoption Agreement Resolution
5. ICMA-Mission Square Governmental 457 Deferred Compensation Plan & Trust Roth Provision Amendment
6. Banner Request – TBHS – Mental Health Awareness – May 2 – 16, 2022
7. Banner Request – TBHS – Suicide Prevention Awareness – September 1 – 16, 2022
8. Reschedule Council Meeting scheduled for May 3, 2022 due to room needed for election.
9. Schedule a Budget Workshop for Finance Committee of the Whole.

**ITEMS PENDING/POSTPONED:** None

**COMMITTEE/LIAISON POSITION REPORTS:**

1. Economic Development Corporation (Greene)
2. Chamber of Commerce (Manager)
3. Downtown Development Authority (Hall)
4. Fair Board (White)
5. Parks & Recreation (White)
6. Planning Commission (Eschenbacher)
7. Tuscola County Board of Commissioners (Jones-Holubec)
8. Zoning Board of Appeals (Greene)
9. Indianfields Township (Greene)
10. Almer Township (Campbell)

**MAYOR'S REPORT** – Written report submitted.

**MANAGER COMMENTS** – Written report submitted.

**CLERK'S REPORT** – Written report submitted.

**TREASURER'S REPORT** – Written reports submitted.

**ADDITIONAL PUBLIC COMMENTS**

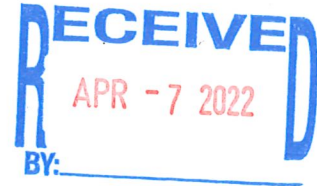
**ADJOURN**

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April 5, 2022

T1 P1173 \*\*\*\*\*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 May 3, 2022, Spectrum Mid-America, LLC ("Spectrum") will launch **Circle (HD)** on the Spectrum SPP 1 Tier, channel 483 on the Vassar, MI channel line-up serving your community. **Circle (HD)** is a new TV network dedicated to entertaining country fans across the world featuring new shows, unforgettable live performances, and classic hits.

Also, the following changes have taken place with no advance notice from the networks:

- Bally Sports Plus on Spectrum SPP EB has rebranded to from Bally Sports Plus to *Bally Sports Extra*.

To view a current Spectrum channel lineup visit [www.spectrum.com/channels](http://www.spectrum.com/channels).

If you should have any questions about this change, please feel free to contact me at (810) 652-1422.

Sincerely,

*Karen Coronado*

Karen Coronado  
Manager - State Government Affairs, North Michigan  
Charter Communications

## CITY OF CARO PLANNING COMMISSION

Regular meeting held January 11, 2022 called to order by Chairman Carpenter at 7:00 p.m.

Present: Bill Bortel, Mike Carpenter, Bob Eschenbacher, Al Michel, Art Rollend, Herb Sheardy and Denise Steffen

Absent: Mike Laethem

Others in Attendance: Mathew Lane-City Manager, Joe Greene-City Mayor, Rita Papp-City Clerk, Chase Dicken-RightWay Automotive, Caitlyn Habben and Jason Ball- Rowe Engineering.

**Eschenbacher/Sheardy moved to approve the minutes of November 23, 2021 as written. Motion carried.**

No Public Comment

Chase Dickens answered questions regarding the initial SCU/Site Plan Review. Several items need to be added to the Site Plan: Landscaping additions, photometrics for the lighting, the island will stay and a note stating there will not be any vehicle servicing on site.

Caitlyn and Jason gave their presentation for the ongoing Master Plan.

No Public Comment

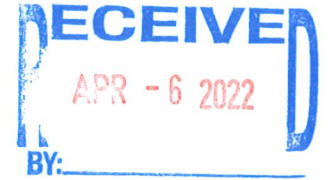
The proposed 2022 schedule of regular meetings for the City of Caro Planning Commission was reviewed. Dates that may conflict with Election dates were adjusted: Tuesday May 10 was changed to Wednesday May 11, Tuesday August 9 was changed to Wednesday August 10 and Tuesday November 8 was changed to Wednesday November 9.

**Michel/Steffen moved to adjourn at 8:31 p.m. Motion carried.**

Respectfully submitted by Denise Steffen, Secretary.

# NOTICE OF INTENT TO PREPARE A MASTER PLAN AMENDMENT

## JUNIATA TOWNSHIP TUSCOLA COUNTY, MICHIGAN



From: Juniata Township Planning Commission  
Nancy Laskowski, Secretary  
4151 Ball Rd (Mailing Only)  
Caro MI 48723  
989.325.5339  
[Planning\\_comm@juniatatwp.org](mailto:Planning_comm@juniatatwp.org)

March 23, 2022

To: City of Caro  
317 S. State Street  
Caro MI 48723

Dear City Council Members:

This notice is to inform you that the Juniata Township Planning Commission is starting the process of preparing a proposed amendment to its existing Master Plan. This action was authorized by the Juniata Township Board of Trustees.

In accordance with Section 39 of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3839, this notice is to inform our neighboring local governments, planning entities, and any public utilities and railroad companies of Juniata Township's Planning Commission's intent to prepare a proposed amendment to the Juniata Township Master Plan (Comprehensive Plan.) The public act does not require we provide you notice but as you are a valued neighboring community, the Juniata Township Planning Commission welcomes your comments. Comments may be submitted in written or digital format to the attention of the Planning Commission Secretary, Nancy Laskowski, at the physical address or email address listed above.

You will be sent further notice of any public hearings and opportunities for review as required under the Michigan Planning Enabling Act. This will occur at such a time as any proposed amendment to the Juniata Township Master Plan has been approved for distribution by the Juniata Township Board of Trustees.

Nancy Laskowski  
Juniata Township  
Planning Commission Secretary

## CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Joe Greene called the regular meeting of the City Council to order on April 4, 2022, at 6:30 p.m. in the Council Chambers.

Present: Mayor Joe Greene, City Council: Bob Eschenbacher, Kory Batschke, Emily Campbell, Don Hall, Tisha Jones-Holubec, and Jill White

Absent: None

Others: Matthew Lane – City Manager, Rita Papp – Clerk, and other guests

### AGENDA APPROVAL

**22-M-44**

**Motion by Eschenbacher, seconded by White to approve the agenda with the addition of: # 8 – Proclamation – April “School Library Month”.**

**Motion Carried.**

### PUBLIC COMMENT/VISITORS:

Allan Michel – Commented on the four marihuana facilities.

### COMMUNICATIONS:

1. Planning Commission Minutes – Unapproved – March 22, 2022
2. Charter Communications Upcoming Changes

### CONSENT AGENDA:

1. Regular Council Minutes – March 21, 2022
2. Policy Committee Minutes – March 21, 2022
3. Invoices

**22-M-45**

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

**Motion Carried.**

### REGULAR AGENDA: (action required)

1. **Banner Request – Human Development – Elder Abuse Month, June 1-30, 2022**

**22-M-46**

**Motion by Batschke, seconded by Jones-Holubec to accept and approve the Banner Request from Human Development – Elder Abuse Month – June 1 – 30, 2022.**

**Motion carried.**

**2. Planning Commission – Adult Use Marihuana Establishment – Adessa Gardens (Class C Grow)**

22-M-47

Motion by Hall, seconded by Eschenbacher to accept the recommendation of the Planning Commission and approve the Special Condition Use Permit and Adult-Use Marihuana Class C Grow Establishment License for Adessa Gardens LLC at 1075 S. Colling Road, Caro, Michigan.

Motion carried.

**3. Planning Commission – Adult Use Marihuana Establishment – Emerald Thumb LLC (Class B Grow)**

22-M-48

Motion by Eschenbacher, seconded by White to accept the recommendation of the Planning Commission and approve the Special Condition Use Permit and Adult-Use Marihuana Class B Grow Establishment License for Emerald Thumb LLC at 1347 Prospect Avenue, Caro, Michigan.

Motion carried.

**4. Planning Commission – Adult Use Marihuana Establishment – Spark Cannabis (Retail)**

22-M-49

Motion by Eschenbacher, seconded by Hall to accept the recommendation of the Planning Commission and approve the Special Use Permit and Adult Use Marihuana Retail Establishment License for Spark Cannabis LLC retail establishment at 1345 Prospect Avenue, Caro, Michigan.

Motion carried.

**5. Planning Commission – Adult Use Marihuana Establishment – Premier Provisioning (Retail)**

22-M-50

Motion by Eschenbacher, seconded by White to accept the recommendation of the Planning Commission and approve the Special Condition Use Permit and Adult-Use Marihuana Retail Establishment License for Premier Provisioning LLC retail establishment at 1023 E. Caro Road, Caro, Michigan.

Motion carried.

**6. Process to Remove Planning Commission Member**

22-M-51

Motion by Jones-Holubec, seconded by Batschke to accept the recommendation of the City Manager and direct administration to issue written charges to Mr. Allan Michel and set a public hearing for the next regularly scheduled City Council meeting for the purpose of considering his removal from the planning commission pursuant to MCL 125.3815(9) for malfeasance, misfeasance, or nonfeasance in office and Section 4-2 of the City of Caro Ethics Ordinance.

Motion carried.

**7. House of Hope Dumpster Location**

22-M-52

Motion by Eschenbacher, seconded by Jones-Holubec to accept and approve the location of the dumpster as presented.

Motion carried.

## 8. Proclamation, City of Caro, Michigan – April as School Library Month

22-M-53

**Motion by Batschke, seconded by Jones-Holubec to accept and approve the Proclamation for the City of Caro, Michigan - April as School Library Month.**

**Motion carried.**

**ITEMS PENDING/TABLED:** None

**COMMITTEE/LIAISON POSITION REPORTS:** None

**MAYOR'S REPORT** – Written report submitted

Council Member Batschke inquired on the status of the Strand Theatre. Mayor Greene commented that the closing of the property sale with new owners is Wednesday, April 6, 2022.

Mayor Greene highlighted the Easter Egg Hunt at Bieth Park, April 9, 2022, at 11:00 a.m.

**MANAGER'S COMMENTS** – Written report submitted

Highlighted: Held bid opening for digester cover removal. Four dog waste stations have been installed downtown. Union contract negotiations are in the beginning stages. The new DPW/WWTP Superintendent is starting April 11, 2022. Sidewalk contractors are in town continuing the sidewalk projects.

Council Member Batschke asked about water at dog park. City Manager Lane commented that a spigot has been installed.

Mayor Greene commented that a trucking company has purchased Renee Wood's property.

City Manager Lane commented that 721 S. State is now vacant, and the demolition bid process will begin.

Council Member Batschke commented on placing a walking trail to Bieth Park rather than a driveway after the house is demolished.

City Manager Lane commented that ALDI's and Marshalls has started construction.

**CLERK'S REPORT** – Written report submitted

Highlighted: The election process is under way for the May 3, 2022, election. Attended the Michigan Association of Municipal Clerk's Institute. Clerk Papp thanked the Council for allowing her attend. Clerk Papp mentioned that she received a 50% grant for a portion of the cost for the Clerk's Institute.

**ADDITIONAL PUBLIC COMMENT:**

Allan Michel – Inquired on demolition of the old police station and fire department. City Manager Lane commented that they are waiting on Phase 1 Environmental study before demolition can start.

Council Member Eschenbacher commented on a hazardous condition with brick falling from church on the corner of Burnside Street and Sheridan Street. He requested that the sidewalk be taped off.

Mayor Greene inquired on what portion of the sidewalk in front of the post office is being repaired by the city. City Manager Lane will research.



**22-M-54**

**Motion by Eschenbacher, seconded by Batschke to adjourn the meeting at 7:04 p.m.**

**Motion carried.**

**Rita Papp**

**City Clerk**

| GL Period     | Chk Issue Date | Check No | Vendor No | Payee                      | Amount     |
|---------------|----------------|----------|-----------|----------------------------|------------|
| 04/22         | 04/18/2022     | 75245    | 2439      | AIR ADVANTAGE LLC          | 508.00     |
| 04/22         | 04/18/2022     | 75246    | 2817      | AMAZON CAPITAL SERVICES    | 2,371.96   |
| 04/22         | 04/18/2022     | 75247    | 2580      | AUTO-WARES GROUP           | 156.85     |
| 04/22         | 04/18/2022     | 75248    | 233       | CARTER LUMBER              | 271.02     |
| 04/22         | 04/18/2022     | 75249    | 264       | CENTURYLINK                | 138.34     |
| 04/22         | 04/18/2022     | 75250    | 2848      | CHURCH, URBAN & ASSOCIATE  | 7,880.00   |
| 04/22         | 04/18/2022     | 75251    | 1297      | CITY OF CARO               | 1,365.47   |
| 04/22         | 04/18/2022     | 75252    | 2402      | COMPANION LIFE INSURANCE   | 1,625.81   |
| 04/22         | 04/18/2022     | 75253    | 319       | CONSUMERS ENERGY           | 8,122.67   |
| 04/22         | 04/18/2022     | 75254    | 388       | DTE ENERGY                 | 4,101.39   |
| 04/22         | 04/18/2022     | 75255    | 1514      | FARM DEPOT                 | 2,123.56   |
| 04/22         | 04/18/2022     | 75256    | 466       | FERGUSON WATERWORKS #33    | 439.41     |
| 04/22         | 04/18/2022     | 75257    | 1711      | GAMBLES DO IT BEST HARDW   | 298.47     |
| 04/22         | 04/18/2022     | 75258    | 1351      | GRAINGER                   | 881.38     |
| 04/22         | 04/18/2022     | 75259    | 226       | HIRSCHMAN OIL SUPPLY INC   | 695.46     |
| 04/22         | 04/18/2022     | 75260    | 770       | KEN MARTIN ELECTRIC, INC   | 5,000.00   |
| 04/22         | 04/18/2022     | 75261    | 690       | KENNETH FIELDS             | 39.80      |
| 04/22         | 04/18/2022     | 75262    | 2190      | KIRK'S SUPPLY              | 124.93     |
| 04/22         | 04/18/2022     | 75263    | 2702      | KRISTAL'S HELPING HAND LLC | 710.00     |
| 04/22         | 04/18/2022     | 75264    | 733       | LAWSON PRODUCTS, INC.      | 8.35       |
| 04/22         | 04/18/2022     | 75265    | 1831      | LOUISE HODGES              | 52.43      |
| 04/22         | 04/18/2022     | 75266    | 2841      | MAJESTIC CONSTRUCTION GC   | 5,780.00   |
| 04/22         | 04/18/2022     | 75267    | 2591      | MESSA                      | 26,491.10  |
| 04/22         | 04/18/2022     | 75268    | 799       | METTLER-TOLEDO, INC.       | 481.12     |
| 04/22         | 04/18/2022     | 75269    | 830       | MICHIGAN PIPE & VALVE-SAGI | 3,820.00   |
| 04/22         | 04/18/2022     | 75270    | 835       | MICHIGAN RURAL WATER ASS   | 1,466.25   |
| 04/22         | 04/18/2022     | 75271    | 894       | MOORE MOTOR SALES          | 57.11      |
| 04/22         | 04/18/2022     | 75272    | 2786      | NEOGEN CORPORATION         | 164.08     |
| 04/22         | 04/18/2022     | 75273    | 1617      | PEERLESS MIDWEST INC.      | 44,348.74  |
| 04/22         | 04/18/2022     | 75274    | 2642      | R&R TECHNICAL SERVICES     | 1,422.00   |
| 04/22         | 04/18/2022     | 75275    | 1054      | ROWE PROFESSIONAL SVS CO   | 18,455.00  |
| 04/22         | 04/18/2022     | 75276    | 2340      | STATE OF MICHIGAN - DHHS   | 301.99     |
| 04/22         | 04/18/2022     | 75277    | 1123      | STATE OF MICHIGAN - EGLE   | 400.00     |
| 04/22         | 04/18/2022     | 75278    | 1189      | THUMB CELLULAR             | 290.90     |
| 04/22         | 04/18/2022     | 75279    | 1192      | THUMB OFFICE SUPPLY        | 479.90     |
| 04/22         | 04/18/2022     | 75280    | 1198      | THUMB WELDING SUPPLY       | 200.38     |
| 04/22         | 04/18/2022     | 75281    | 2570      | TISHA JONES-HOLUBEC        | 157.49     |
| 04/22         | 04/18/2022     | 75282    | 17        | TUSCOLA COUNTY ADVERTISE   | 5,511.00   |
| 04/22         | 04/18/2022     | 75283    | 1252      | TUSCOLA COUNTY TREASURE    | 202.50     |
| 04/22         | 04/18/2022     | 75284    | 2482      | UNIFIRST CORPORATION       | 147.69     |
| 04/22         | 04/18/2022     | 75285    | 2836      | UPS                        | 10.78      |
| 04/22         | 04/18/2022     | 75286    | 2849      | VICTORIA SCELFO            | 52.00      |
| Grand Totals: |                |          |           |                            | 147,155.33 |

# CITY OF CARO

MANAGER  
MATTHEW LANE  
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](http://www.carocity.net)

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

To: Matthew Lane, City Manager, Caro City Council  
From: Brian Newcomb, Chief of Police  
Date: April 1, 2022  
Reference: March 2022 Monthly police activity report

## COMPLAINTS RECEIVED:

See attached complaint breakdown report

- Caro Police were dispatched to 166 complaints in March 2022
  - Comparison reports
    - February 2022- 157 complaints
    - January 2022- 182 complaints
    - November 2021- 179 complaints
    - December 2021-168 complaints
    - March 2021-143 complaints

## ARRESTS:

- Arrest count still affected by COVID.

## PATROL VEHICLE MILEAGE:

- Mileage driven in March 2022= 2966 miles.

## GASOLINE USED:

- Gallons- 247.16

|                                       |   |
|---------------------------------------|---|
| Abandoned Vehicle                     |   |
| Alarm                                 | 7 |
| Animal at Large/dog bite              |   |
| Animal Cruelty                        |   |
| Armed Robbery                         |   |
| Arson                                 |   |
| Assault/domestic                      | 7 |
| Assist to MSP within city limits      | 3 |
| Assist to TUSH within city limits     |   |
| Assist to other PD within city limits |   |
| Assist to DPW                         |   |
| Assist to CARO FIRE                   | 2 |
| Assist to MMR                         | 8 |
| Assist to DHHS                        | 2 |
| Attempt to locate                     |   |
| Attempt suicide                       |   |
| Barking Dog                           |   |
| Blight                                |   |
| Bond Condition Violation/Arrest       |   |
| Breaking and Entering                 | 4 |
| Bullying                              | 1 |
| Civil dispute                         | 6 |
| Child Neglect/abuse                   |   |
| Commercial Sex                        |   |
| Credit Card fraud                     | 1 |
| Criminal Sexual Conduct               | 1 |
| Curfew Violation                      |   |
| Disorderly Person                     | 5 |
| Dog left in vehicle                   |   |
| Drug Overdose                         |   |
| Eavesdropping                         |   |
| Embezzlement                          | 1 |
| Emotionally Disturbed                 | 1 |
| Escape                                |   |
| False Police Report                   |   |
| Felonious Assault                     |   |
| Fireworks                             |   |
| Flee and Elude                        |   |
| Found/lost Property                   | 2 |
| Forgery                               |   |

|                                      |    |
|--------------------------------------|----|
| Fraud                                | 1  |
| Fugitive                             |    |
| General Non-Criminal                 | 5  |
| Harassment                           | 3  |
| Health and Safety                    |    |
| Hit and Run PDA                      |    |
| I D Theft                            |    |
| Illegal Burn                         |    |
| Indecent Exposure                    |    |
| Injury crash                         |    |
| Intimidation/threats                 |    |
| Illegal Dumping                      |    |
| Keys locked in Vehicle               |    |
| Kidnapping                           |    |
| Larceny                              | 4  |
| Larceny from Auto                    | 1  |
| Liquor Inspection                    | 15 |
| Liquor Violations                    |    |
| Malicious Destruction                | 1  |
| Mental Pickup Order                  |    |
| Mental Health call                   | 5  |
| Minor in Possession                  |    |
| Misdemeanor Traffic-OWI              | 2  |
| Misdemeanor Traffic-No Insurance     | 4  |
| Misdemeanor Traffic-DWLS             | 3  |
| Misdemeanor Traffic-reckless driving | 1  |
| Misdemeanor Traffic-No Registration  | 2  |
| Missing Person                       | 2  |
| Mutual Aid calls ** See Below**      |    |
| Narcotics                            |    |
| Natural Death Invest                 |    |
| Noise                                | 2  |
| Obscenity                            |    |
| Overdose-drugs                       | 1  |
| PDA-traffic crash                    | 12 |
| Parole Violation                     |    |
| Probation Violation                  | 3  |
| Prowler                              |    |
| Public Relations                     |    |
| Resist/Obstruct officer              |    |

|                         |   |
|-------------------------|---|
| Retail Fraud            | 7 |
| Runaway (juvenile)      | 1 |
| Stalking                | 1 |
| Sex Offense (other)     | 1 |
| Suicide                 |   |
| Suicidal Person         |   |
| Suspicious Situation    | 4 |
| Terrorist Threat        |   |
| Threats-school violence | 2 |
| Threats                 | 2 |
| Tobacco violation       |   |
| Trespass                | 3 |
| Traffic Policing        | 6 |
| UDAA (Vehicle Theft)    |   |
| Vehicle Inspection      |   |
| Verbal Domestic         | 1 |
| Vehicle Inspection      |   |
| Verbal Domestic         | 5 |
| Warrant arrests         | 9 |
| Weapons Violations      |   |
| Wellness Check          | 8 |
| 911 Hangup              | 1 |

# VEHICLE MAINTENANCE RECORD FOR CAR 1

| TOTAL MAINTENANCE COSTS                | YEAR:   |          | 2015   | MAKE:  | FORD   | MODEL  | SUV    | LICENSE | VIN NO. 1FM5K8AR5FGB83483 |        |        |        |        |        |        |        |        |        |        |        |        |
|--|---------|----------|--------|--------|--------|--------|--------|---------|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|  | Jan-22  | Feb-22   |        |        |        |        |        |         | Mar-22                    | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 |        |        |        |
| Enter Starting Vehicle Mileage         | 70,395  | 71,584   | 72,627 |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Enter Vehicle Mileage at End of Month  | 71,584  | 72,626   | 73,000 |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Monthly Mileage Totals                 | 1,189   | 1,042    | 373    |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Total Mileage for Year                 | 2,604   |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Maintenance Cost Per Mile              | \$0.27  |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>VEHICLE MAINTENANCE COSTS</b>       |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Oil & Filter Change                    | \$69.58 |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Air Filter Change                      |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Fuel Filter Change                     |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Transmission Fluid & Filter            |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Engine Coolant                         |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Cooling System Flush                   |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Tire Repair or Replacement             |         | \$584.04 |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Tire Rotation or Balance               |         | \$60.00  |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Hose Replacement                       |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Brake Repair                           |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Engine Tune-Up                         |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Front End Alignment                    |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Power Steering / Brake Fluid           |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| A/C or Heater Repair                   |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Replace Belts                          |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Electrical Repairs                     |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Battery Replacement                    |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Battery Cables / Terminals             |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Headlights or Light Bulbs              |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Windshield Wiper Blades                |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Wash & Wax                             |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| Miscellaneous Service                  |         |          |        |        |        |        |        |         |                           |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>TOTAL MONTHLY MAINTENANCE COSTS</b> | \$69.58 | \$644.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00                    | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

|      |           |
|------|-----------|
| TIRE | SIZE      |
| 245  | 55R18 M&S |

**TOTAL \$713.62**

# VEHICLE MAINTENANCE RECORD FOR CAR 2

| TOTAL MAINTENANCE COSTS                | YEAR:    |         | 2013    |        | MAKE:  |        | FORD   |        | MODEL  |        | SUV    |        | LICENSE |        | VIN NO. 1FM5K8AR0DGC06925 |        |        |        |        |        |        |        |              |          |        |
|--|----------|---------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------------|----------|--------|
|  | Jan-22   | Feb-22  | Mar-22  | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-22  | Feb-22 | Mar-22                    | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22       | Dec-22   |        |
| Enter Starting Vehicle Mileage         | 102,792  | 103,457 | 104,960 |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Enter Vehicle Mileage at End of Month  | 103,457  | 104,960 | 105,857 |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Monthly Mileage Totals                 | 665      | 1,503   | 897     |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Total Mileage for Year                 | 3,065    |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Maintenance Cost Per Mile              | \$0.10   |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| <b>VEHICLE MAINTENANCE COSTS</b>       |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Oil & Filter Change                    | \$69.58  |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Air Filter Change                      |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Fuel Filter Change                     |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Transmission Fluid & Filter            |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Engine Coolant                         |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Cooling System Flush                   |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Tire Repair or Replacement             |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Tire Rotation or Balance               |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Hose Replacement                       |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Brake Repair                           |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Engine Tune-Up                         | \$234.59 |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Front End Alignment                    |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Power Steering / Brake Fluid           |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| A/C or Heater Repair                   |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Replace Belts                          |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Electrical Repairs                     |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Battery Replacement                    |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Battery Cables / Terminals             |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Headlights or Light Bulbs              |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Windshield Wiper Blades                |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Wash & Wax                             |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| Miscellaneous Service                  |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        |              |          |        |
| <b>TOTAL MONTHLY MAINTENANCE COSTS</b> | \$304.17 | \$0.00  | \$0.00  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00  | \$0.00 | \$0.00                    | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00       | \$0.00   | \$0.00 |
|  |          |         |         |        |        |        |        |        |        |        |        |        |         |        |                           |        |        |        |        |        |        |        | <b>TOTAL</b> | \$304.17 |        |



# VEHICLE MAINTENANCE RECORD FOR CAR 3

| TOTAL MAINTENANCE COSTS                |        | YEAR:  |          | 2017   | MAKE   | FORD   | MODEL  | SUV LICENSE |        |        |        |        | VIN NO. 1FM5K8AR3HGC07315 |        |        |        |        |        |        |        |        |
|--|--------|--------|----------|--------|--------|--------|--------|-------------|--------|--------|--------|--------|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
|  |        | Jan-22 | Feb-22   |        |        |        |        | Mar-22      | Apr-22 | May-22 | Jun-22 | Jul-22 |                           | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 |        |        |        |
| Enter Starting Vehicle Mileage         |        | 40,295 | 41,295   | 41,978 |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Enter Vehicle Mileage at End of Month  |        | 41,295 | 41,978   | 43,175 |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Monthly Mileage Totals                 |        | 1,000  | 683      | 1,197  |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Total Mileage for Year                 | 2,880  |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Maintenance Cost Per Mile              | \$0.12 |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| <b>VEHICLE MAINTENANCE COSTS</b>       |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Oil & Filter Change                    |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Air Filter Change                      |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Fuel Filter Change                     |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Transmission Fluid & Filter            |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Engine Coolant                         |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Cooling System Flush                   |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Tire Repair or Replacement             |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Tire Rotation or Balance               |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Hose Replacement                       |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Brake Repair                           |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Engine Tune-Up                         |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Front End Alignment                    |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Power Steering / Brake Fluid           |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| A/C or Heater Repair                   |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Replace Belts                          |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Electrical Repairs                     |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Battery Replacement                    |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Battery Cables / Terminals             |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Headlights or Light Bulbs              |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Windshield Wiper Blades                |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Wash & Wax                             |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| Miscellaneous Service                  |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |
| <b>TOTAL MONTHLY MAINTENANCE COSTS</b> |        | \$0.00 | \$345.93 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00      | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00                    | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| <b>TOTAL</b>                           |        |        |          |        |        |        |        |             |        |        |        |        |                           |        |        |        |        |        |        |        |        |

**17**  
 Tire Size=245/55R18  
**MILLARS TIRES BAY CITY**  
 TOTAL \$345.93

# VEHICLE MAINTENANCE RECORD FOR CAR 464

| TOTAL MAINTENANCE COSTS        |                                       | YEAR:  | 2019   | MAKE   | DODGE  | MODEL  | DURANGO | LICENSE | 023X394 | VIN NO | 1C4RDJFG1KC708488 |        |        |
|--------------------------------|---------------------------------------|--------|--------|--------|--------|--------|---------|---------|---------|--------|-------------------|--------|--------|
| Enter Starting Vehicle Mileage | Enter Vehicle Mileage at End of Month | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22  | Jul-22  | Aug-22  | Sep-22 | Oct-22            | Nov-22 | Dec-22 |
|                                |                                       | 6,195  | 6,295  | 6,601  |        |        |         |         |         |        |                   |        |        |
|                                |                                       | 6,295  | 6,601  | 7,100  |        |        |         |         |         |        |                   |        |        |
| Monthly Mileage Totals         |                                       | 100    | 306    | 499    | 0      | 0      | 0       | 0       | 0       | 0      | 0                 | 0      | 0      |
| Total Mileage for Year         | 905                                   |        |        |        |        |        |         |         |         |        |                   |        |        |
| Maintenance Cost Per Mile      | \$0.00                                |        |        |        |        |        |         |         |         |        |                   |        |        |

## VEHICLE MAINTENANCE COSTS

| TYPE OF SERVICE                        | Jan-22        | Feb-22        | Mar-22        | Apr-22        | May-22        | Jun-22        | Jul-22        | Aug-22        | Sep-22        | Oct-22        | Nov-22        | Dec-22        |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Oil & Filter Change                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Air Filter Change                      |               |               |               |               |               |               |               |               |               |               |               |               |
| Fuel Filter Change                     |               |               |               |               |               |               |               |               |               |               |               |               |
| Transmission Fluid & Filter            |               |               |               |               |               |               |               |               |               |               |               |               |
| Engine Coolant                         |               |               |               |               |               |               |               |               |               |               |               |               |
| Cooling System Flush                   |               |               |               |               |               |               |               |               |               |               |               |               |
| Tire Repair or Replacement             |               |               |               |               |               |               |               |               |               |               |               |               |
| Tire Rotation or Balance               |               |               |               |               |               |               |               |               |               |               |               |               |
| Hose Replacement                       |               |               |               |               |               |               |               |               |               |               |               |               |
| Brake Repair                           |               |               |               |               |               |               |               |               |               |               |               |               |
| Engine Tune-Up                         |               |               |               |               |               |               |               |               |               |               |               |               |
| Front End Alignment                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Power Steering / Brake Fluid           |               |               |               |               |               |               |               |               |               |               |               |               |
| A/C or Heater Repair                   |               |               |               |               |               |               |               |               |               |               |               |               |
| Replace Belts                          |               |               |               |               |               |               |               |               |               |               |               |               |
| Electrical Repairs                     |               |               |               |               |               |               |               |               |               |               |               |               |
| Battery Replacement                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Battery Cables / Terminals             |               |               |               |               |               |               |               |               |               |               |               |               |
| Headlights or Light Bulbs              |               |               |               |               |               |               |               |               |               |               |               |               |
| Windshield Wiper Blades                |               |               |               |               |               |               |               |               |               |               |               |               |
| Wash & Wax                             |               |               |               |               |               |               |               |               |               |               |               |               |
| Tie Rods/Alignment                     |               |               |               |               |               |               |               |               |               |               |               |               |
| Muffler                                |               |               |               |               |               |               |               |               |               |               |               |               |
| Tow/Wrecker Service                    |               |               |               |               |               |               |               |               |               |               |               |               |
| Miscellaneous Service                  |               |               |               |               |               |               |               |               |               |               |               |               |
| <b>TOTAL MONTHLY MAINTENANCE COSTS</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |





# CITY OF CARO CODE ENFORCEMENT

April 2022 Council Code report

March 2022 monthly review

|                     |                    |   |
|---------------------|--------------------|---|
| 120 Monroe St.      | Blight vehicle     | 1 <sup>st</sup> . notice                    |
| 224 Pearl St.       | Tires              | 1 <sup>st</sup> . notice                    |
| 415 Fremont St.     | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 657 W. Sherman St.  | Blight vehicle     | 5 <sup>th</sup> . Offence ticketed \$500.00 |
| 655 Gibbs St.       | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 74 W. Gilford Rd.   | Junk in yard       | 1 <sup>st</sup> . notice                    |
| 233 W. Sherman St.  | Pallets / crates   | 1 <sup>st</sup> . notice                    |
| 202 W. Burnside St. | Blight structure   | 5 <sup>th</sup> . Offence ticketed \$500.00 |
| 319 W. Sherman St.  | Blight vehicle     | 1 <sup>st</sup> . notice                    |
| 625 N. State St.    | Tires              | Case resolved                               |
| 114 E. Gamble St.   | Blight vehicle     | 2 <sup>nd</sup> . notice                    |
| 220 Columbia St.    | Blight vehicle     | 1 <sup>st</sup> . notice                    |
| 246 Columbia St.    | Pallets / crates   | 1 <sup>st</sup> . notice                    |
| 318 E. Grant St.    | Tires              | 2 <sup>nd</sup> . Offence ticketed \$250.00 |
| 222 E. Bush St.     | Blight vehicle     | 1 <sup>st</sup> . Offence ticketed \$100.00 |
| VL Court St.        | Canopy structure   | 2 <sup>nd</sup> . notice                    |
| 230 W. Gilford Rd.  | Blight vehicle     | Case resolved                               |
| 263 W. Congress St. | Garbage issue      | 2 <sup>nd</sup> . notice                    |
| 621 S. Hooper St.   | boards             | 1 <sup>st</sup> . notice                    |
| 263 W. Congress St. | Garbage violation  | 1 <sup>st</sup> . Offence ticketed \$100.00 |
| 131 Atwood St.      | Garbage violation  | 2 <sup>nd</sup> . Offence ticketed \$250.00 |
| 117 Gardner St.     | Appliance & pallet | 1 <sup>st</sup> . notice                    |
| 638 W. Sherman St.  | Garbage violation  | 2 <sup>nd</sup> . notice                    |
| 657 W. Sherman St.  | Blight vehicle     | 6 <sup>th</sup> . Offence ticketed \$500.00 |
| 532 W. Gilford Rd.  | Blight vehicle     | 4 <sup>th</sup> . Offence ticketed \$500.00 |
| 602 W. Gilford Rd.  | Blight vehicle     | 2 <sup>nd</sup> . notice                    |
| 202 W. Burnside St. | Blight structure   | 6 <sup>th</sup> . Offence ticketed \$500.00 |
| 114 E. Gamble St.   | Blight vehicle     | 1 <sup>st</sup> . Offence ticketed \$100.00 |
| 431 Madison St.     | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 509 E. Frank St.    | Yard junk          | 2 <sup>nd</sup> . Offence ticketed \$250.00 |
| 318 E. Grant St.    | Tires in the yard  | 3 <sup>rd</sup> . Offence ticketed \$500.00 |
| VL Court St.        | Blight structure   | 1 <sup>st</sup> . Offence ticketed \$100.00 |
| 524 Court St.       | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 82 W. Gilford Rd.   | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 341 W. Grant St.    | Garbage violation  | 2 <sup>nd</sup> . notice                    |
| 254 W. Congress St. | Blight vehicle     | 1 <sup>st</sup> . notice                    |
| 263 W. Congress St. | Junk/garbage       | Case resolved                               |
| 904 Gibbs St.       | Garbage violation  | 1 <sup>st</sup> . notice                    |
| 623 Sheridan St.    | Blight vehicle     | Case resolved                               |
| 223 W. Sherman St.  | pallets            | Case resolved                               |
| 657 W. Sherman St.  | Blight vehicle     | 7 <sup>th</sup> . Offence ticketed \$500.00 |

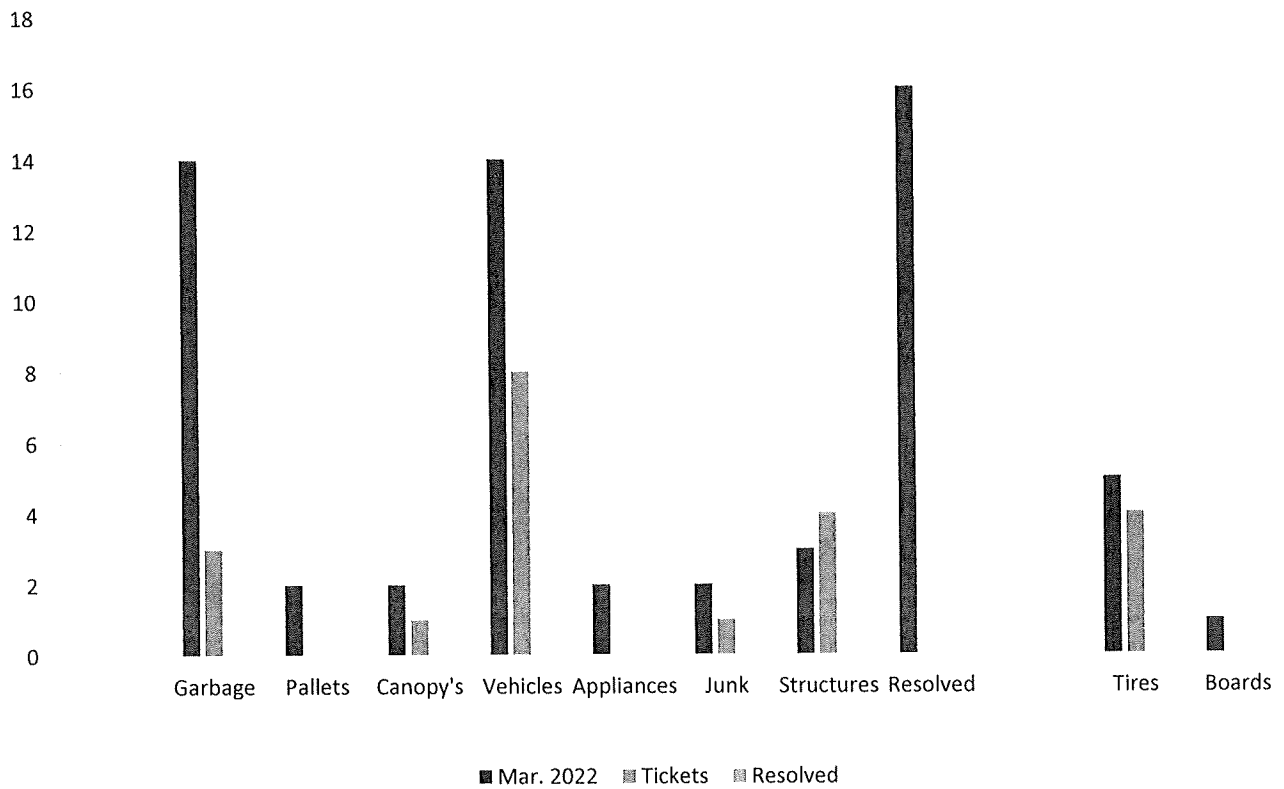


# CITY OF CARO CODE ENFORCEMENT

April 2022 Council Code report

March 2022 monthly review

### Chart of Violations





# Memorandum

**To:** City Council

**From:** Rita Papp

**Date:** April 12, 2022

**Re:** Municipal Parking Violations Report, March 2022

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|                                   |   |   |
|-----------------------------------|---|---|
| <b>No Parking 2 a.m. – 5 a.m.</b> | <b>Municipal Parking Violations Written</b>                 | 0 |
|                                   | Warnings  | 0 |
|                                   | 2 <sup>nd</sup> Offense                                     | 0 |
|                                   | 3 <sup>rd</sup> , 4 <sup>th</sup> & 5 <sup>th</sup> Offense | 0 |
|                                   | 6 <sup>th</sup> & 7 <sup>th</sup> Offense                   | 0 |

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|                                |   |   |
|--------------------------------|---|---|
| <b>2 Hour Downtown Parking</b> | <b>Municipal Parking Violations Written</b> | 0 |
|                                | Warnings                                    | 0 |
|                                | 2 <sup>nd</sup> Offense                     | 0 |
|                                | 3 <sup>rd</sup> Offense                     | 0 |
|                                | 4 <sup>th</sup> Offense                     | 0 |

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|                            |   |   |
|----------------------------|---|---|
| <b>Other Ordinance ___</b> | <b>Municipal Parking Violations Written</b> | 0 |
|                            | Warnings                                    | 0 |
|                            | 2 <sup>nd</sup> Offense                     | 0 |
|                            | 3 <sup>rd</sup> Offense                     | 0 |
|                            | 4 <sup>th</sup> Offense                     | 0 |
|                            | 5 <sup>th</sup> Offense                     | 0 |

# CITY OF CARO

MANAGER  
MATTHEW LANE  
CLERK  
RITA PAPP  
TREASURER  
VACANT  
ATTORNEY  
LAURA GENOVICH

317 South State Street  
Caro MI 48723  
Phone 989-673-2226  
Fax 989-673-7310  
Website [www.carocity.net](http://www.carocity.net)

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

**TO: City Council**  
**FROM: Rita Papp – City Clerk**  
**SUBJECT: ICMA – Mission Square 401A Money Purchase Plan Adoption Agreement Resolution**  
**DATE: April 18, 2022**

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## **Background:**

Periodically it is necessary to update our plan documents to comply with the new laws and IRS requirements. Each plan sponsor using the ICMA-Mission Square plan documents are required to reinstate adoption agreements every six years. Included in the reinstatement adoption agreement is a revised attachment to the reinstatement adoption agreement to reflect employer contributions to the union employees based on a recommendation from the city attorney. This is the only change to our ICMA-Mission Square 401A Money Purchase Plan Adoption Agreement which is the plan used by the employer to contribute to our employee pension plan. Once the ICMA – Mission Square 401A Money Purchase Plan Adoption Agreement Resolution is approved, we are locked in until April 2028.

## **Recommendation:**

It is the recommendation of the City Clerk to accept and approve the ICMA-Mission Square 401A Money Purchase Plan Adoption Agreement Resolution with the revised attachment.

This requires a roll call vote.

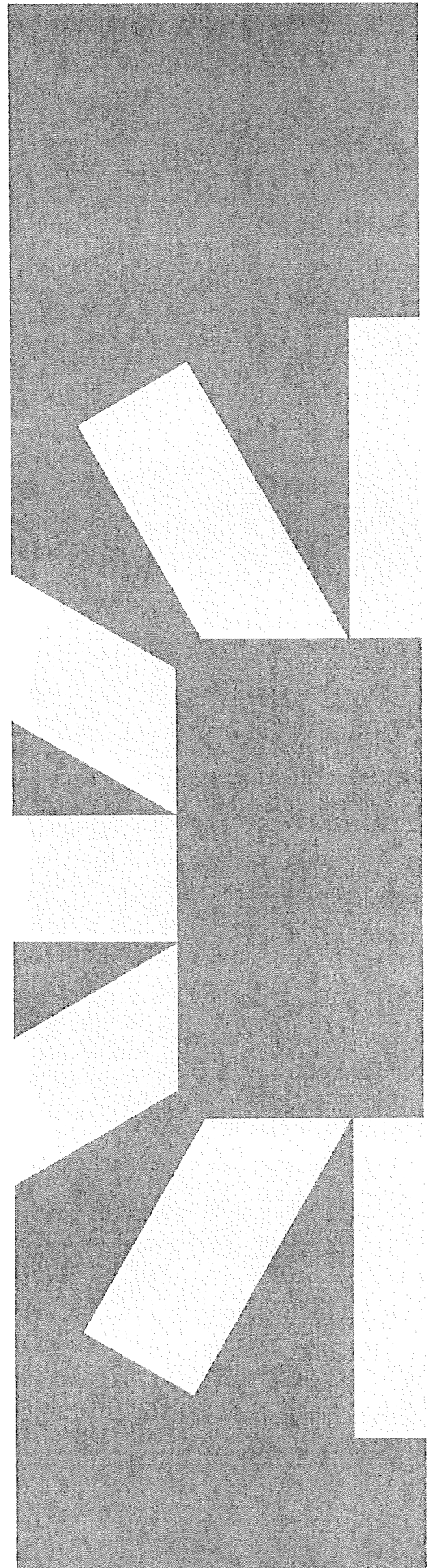


ICMA Retirement Corporation  
doing business as

# MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

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**MissionSquare**  
RETIREMENT



# MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10- 9176

The Employer hereby establishes a Money Purchase Plan to be known as: City of Caro

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

## New Plan or Amendment and Restatement (Check One):

### Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of Caro

**Effective Date of Restatement.** The effective date of the Plan shall be:

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

### New Plan

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

I. **EMPLOYER:** City of Caro

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

### II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

\_\_\_\_\_

*(Note: provision and effective date.)*

### III. PLAN YEAR

The Plan Year will be:

January 1 - December 31 (Default)

The 12-month period ending: \_\_\_\_\_  
Month Day

IV. Normal Retirement Age shall be age 60 (not less than 55 nor in excess of 65).

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age \_\_\_\_\_**

*Important Note to Employers:* Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non-union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (**"N/A" is the default provision under the Plan if no selection is made.**)

Yes. The required Period of Service shall be \_\_\_\_\_ months (not to exceed 12 months.)  
The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) - A minimum age requirement is hereby specified for eligibility to participate.

Yes. Age \_\_\_\_\_ (not to exceed age 21.)

N/A – No minimum age applies (**"N/A" is the default provision under the Plan if no selection is made.**)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.**  
(If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required       are not required      *See Attached*

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes       No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes       No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

- i. \_\_\_\_\_% of Earnings,
- ii. \$\_\_\_\_\_, or
- iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guide- lines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes             No

**("Yes" is the default provision under the Plan if no selection is made.)**

- C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of \_\_\_\_ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick- up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

- Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_% of Earnings or \$\_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

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<sup>1</sup> Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is  more or  less

- Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is  more or  less

- Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

- Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly  Biweekly  Monthly  Annually in: \_\_\_\_\_  
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

Weekly       Biweekly       Monthly       Annually in: \_\_\_\_\_  
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

\_\_\_\_\_  
\_\_\_\_\_

## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

- Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

\_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

**X. VESTING PROVISIONS**

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

| Period of Service Completed | Percent Vested |
|-----------------------------|----------------|
| Zero                        | <u>100</u> %   |
| One                         | <u>100</u> %   |
| Two                         | <u>100</u> %   |
| Three                       | <u>100</u> %   |
| Four                        | <u>100</u> %   |
| Five                        | <u>100</u> %   |
| Six                         | <u>100</u> %   |
| Seven                       | <u>100</u> %   |
| Eight                       | <u>100</u> %   |
| Nine                        | <u>100</u> %   |
| Ten                         | <u>100</u> %   |



## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
  - Normal Retirement Age
  - Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
  - Alternate age (after Normal Retirement Age): \_\_\_\_\_
  - Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
  - Yes
  - No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

**XIII. FINAL PAY CONTRIBUTIONS**

(Under the Plan’s definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant’s final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Final Pay shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):  
\_\_\_\_\_

- 1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_ % (insert fixed percentage of Final Pay to be contributed) or up to \_\_\_\_\_ % (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee’s election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other. \_\_\_\_\_

*(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)*

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
  - B. Accrued unpaid sick leave
  - C. Accrued unpaid vacation and sick leave
  - D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):
- 

- 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of  hours  days  weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).

- For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_ % (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_ % (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

**XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

**EMPLOYER SIGNATURE & DATE**

Signature of Authorized Plan Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Month Day Year

**For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:**

MissionSquare Retirement  
777 N. Capitol St. NE Suite 600  
Washington, DC 20002  
800-326-7272

52582-0621-W1303

REVISED ATTACHMENT TO ADOPTION AGREEMENT – PLAN# 109176 – CITY OF CARO

| Job Classification                             | Employer Contribution |
|--|-----------------------|
| City Manager                                   | 10% of Earnings       |
| City Clerk                                     | 10% of Earnings       |
| City Treasurer                                 | 10% of Earnings       |
| City Deputy Clerk                              | 8% of Earnings        |
| Department of Public Works/WWTP Superintendent | 10% of Earnings       |
| Chief of Police                                | 8% of Earnings        |
| Fire Chief/Code Enforcement                    | 8% of Earnings        |
| Union Employees                                | 7% of Earnings        |

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Matthew Lane, City Manager

Date

---

Rita Papp, City Clerk

Date

**RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A MONEY PURCHASE PLAN**

Resolution of City of Caro (Employer Name).

Plan Number: 10 9174

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by MissionSquare Retirement:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

The MissionSquare Retirement Governmental Money Purchase Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).

The plan document provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the Declaration of Trust of VantageTrust Company dated May 2001, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the Plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust") that provides for the commingled investment of retirement funds.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust or in any other qualified investment options for the Plan; and

BE IT FURTHER RESOLVED that the City Clerk use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes City Clerk (use title not name) to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

I, \_\_\_\_\_ Clerk of the \_\_\_\_\_ (City, County, etc.) of \_\_\_\_\_, do hereby certify that the foregoing resolution proposed by \_\_\_\_\_ (Council Member, Trustee, etc.) of \_\_\_\_\_, was duly passed and adopted by the \_\_\_\_\_ (Council, Board, etc.) of \_\_\_\_\_ the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by the following vote:

AYES:

NAYS:

ABSENT:

(SEAL)

\_\_\_\_\_  
Clerk of the (City, County, etc.)

**AFFIRMATIVE STATEMENT  
FOR ADOPTING A SECTION 401 MONEY PURCHASE PLAN**

Name of Employer: City of Caro State: Michigan Plan Number: 10 9176

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer hereby adopts or has previously adopted the Declaration of Trust of VantageTrust Company dated May 2001, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established, if the assets of the plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust");

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH or REESTABLISH the Employer's 401(a) money purchase plan (the "Plan") in the form of the:

MissionSquare Retirement Governmental Money Purchase Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto); or

The plan document provided by the Employer (executed copy attached hereto).

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries. The assets shall be invested in the VantageTrust or in other qualified investment options of the Plan ("Plan Assets"), and they shall not be diverted to any other purpose. The Employer's beneficial ownership of Plan Assets shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

SPECIFY that the City Clerk (title) shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan; and

AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Title of Designation Agent)

\_\_\_\_\_  
(Signature)

# CITY OF CARO

MANAGER  
MATTHEW LANE  
CLERK  
RITA PAPP  
TREASURER  
VACANT  
ATTORNEY  
LAURA GENOVICH

317 South State Street  
Caro MI 48723  
Phone 989-673-2226  
Fax 989-673-7310  
Website [www.carocity.net](http://www.carocity.net)

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

**TO:** City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** ICMA – Mission Square Governmental 457 Deferred Compensation Plan & Trust Roth Provision Amendment  
**DATE:** April 18, 2022

---

## **Background:**

The current retirement plan for the City of Caro is ICMA-Mission Square. Currently they offer a 401A and 457 plan. In addition to the 457 plans, we do have the option to add a Roth provision as another choice for investment. This does not cost the city any extra money to offer this option to our current full-time employees. Based on the recommendation of the City Attorney, a Notice of Intent letter was sent to both unions on April 5, 2022, to provide them notice and to provide them an opportunity to ask questions. Having received no questions and/or concerns from the unions, I would like to propose the opportunity to Council to approve the Roth Provision Amendment on our current 457 plan.

## **Recommendation:**

It is the recommendation of the City Clerk to accept and approve the ICMA-Mission Square Governmental 457 Deferred Compensation Plan & Trust Roth Provision Amendment.

This requires a roll call vote.



# CITY OF CARO

MANAGER  
MATTHEW LANE  
CLERK  
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KORY BATSCHKE

April 5, 2022

AFSCME Union Representative  
POLC Union Representative

Dear Representative,

City of Caro is adding a Roth Provision to our current 457 plan through Mission Square/ICMA as another investment option effective May 1, 2022. Mission Square/ICMA was established in April 2013 as the retirement plan for all full-time employees of the City of Caro.

Please consider this letter notification of the addition of the Roth Provision to our current 457 plan. A copy of the Mission Square/ICMA Retirement Corporation Governmental 457 Deferred Compensation Plan & Trust Roth Provisions Amendment is attached for your review.

If you have any questions, please advise.

Sincerely,

Rita Papp  
City of Caro Clerk

Enclosure: copy of Mission Square/ICMA Retirement Corporation Governmental 457 Deferred Compensation Plan & Trust Roth Provisions Amendment

STATEMENT OF INTENT: PLAN ADMINISTRATION – ROTH PROVISIONS

Plan Number: 30

Name of Employer: City of Caro State: Michigan

I. Employer Instructions Regarding Plan Administration

The employer instructs ICMA-RC to administer the Plan in accordance with the below elections as of the effective date specified in Section III below.

II. Roth Provisions

a. The Plan will offer Designated Roth Accounts as described in Article X.

Yes (default option)  No

[Note: If you want to offer In-Plan Roth Conversions and/or Roth Elective Deferrals, you must check "Yes" above. If No is selected, skip the remainder of this section.]

b. The Plan will allow In-Plan Roth Conversions as provided in Section 10.05.

Yes (default option)  No

c. Designated Roth Accounts will be available as a source for loans under the Plan (only applicable to plans that offer loans):

Yes  No or N/A (default option)

III. Effective Date

This statement of intent shall be effective as of the following date: 05, 01, 2022  
Month Day Year

IV. Employer Signature

NAME OF OFFICIAL PLAN COORDINATOR (PLEASE PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

A copy of the completed statement of intent should be returned to ICMA-RC (retain the original for your records):

**Fax to:**  
202-962-4601  
ATTN: NBS Analyst

OR

**Mail to:**  
ICMA-RC  
ATTN: NBS Analyst  
777 North Capitol Street, NE  
Washington, DC 20002-4240

SUGGESTED RESOLUTION

Plan Number: 30 1 3 8 3

Name of Employer: City of Caro State: Michigan

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the Employer has established a deferred compensation plan for such employees that serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the continuance of the deferred compensation plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the Employer hereby amends and restates the deferred compensation plan (the "Plan") in the form of: (select one)

[X] The ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan & Trust

OR

[ ] The Plan and Trust and any associated amendments provided by the Employer (executed copies attached hereto)<sup>1</sup>

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

I, \_\_\_\_\_, Clerk of the (City, County, etc.) \_\_\_\_\_, do hereby certify that the foregoing resolution, proposed by (Council Member, Trustee, etc.) \_\_\_\_\_, was duly passed and adopted in the (Council, Board, etc.) \_\_\_\_\_ of the (City, County, etc.) of \_\_\_\_\_ at a regular meeting thereof assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

CLERK OF THE (CITY, COUNTY, ETC.)

<sup>1</sup> If you are amending your own individually designed plan document, this executed resolution should be returned to ICMA-RC as instructed below.

Fax to: 202-962-4601 ATTN: NBS Analyst

OR

Mail to: ICMA-RC ATTN: NBS Analyst 777 North Capitol Street, NE Washington, DC 20002-4240



**ICMA RETIREMENT CORPORATION**  
**GOVERNMENTAL 457 DEFERRED COMPENSATION PLAN & TRUST**  
**ROTH PROVISIONS AMENDMENT**  
*(OCTOBER 2014)*

Pursuant to Article XIII of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan & Trust (the "Plan"), ICMA Retirement Corporation, as Plan Administrator, hereby adopts this Amendment on behalf of all adopting Employers to provide for In-Plan Roth Conversions of otherwise nondistributable amounts pursuant to the American Taxpayer Relief Act of 2012 ("ATRA"). This Amendment shall modify and restate Article X of the Plan, which provides for Roth Elective Deferrals and In-Plan Roth Conversions. This Amendment is effective as of January 1, 2013, or, if later, the date that the Employer elects to allow Roth Elective Deferrals and In-Plan Roth Conversions under the Plan.

**Article X. Roth Provisions**

This Article X has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

**10.01 Definitions.** The following definitions shall apply for purposes of this Article X.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code section 402A(c)(4)(B); or (2) a transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code section 402A(c)(4)(E), to the extent permitted by Section 10.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.
- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 10.02 by a Participant, which amounts are:
  - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
  - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

**10.02 Permitted Roth Elective Deferrals**

- (a) As of the effective date, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 10.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

### 10.03 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

### 10.04 Direct Rollovers

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

### 10.05 In-Plan Roth Conversions.

Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 10.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion.
- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* A Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 10.05(e) any portion of the Account that is partially vested.

### 10.06 Availability of Loans from Designated Roth Accounts.

A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

*By the addition of Article X regarding Roth Provisions, former Articles X (Non-Assignability) through XIV (Gender and Number) of the Plan have been re-numbered XI through XV.*

efay 989.673.7310

CITY OF CARO  
Banner Policy

- Only non-profit organizations will be authorized to hang banners within the City.
- Banners shall be related to an activity, taking place within the City of Caro.
- ~~Fees: Put up and take down charges. (must be paid prior to the banner being hung)~~
  - 1-Banner \$75.00
  - 2-Banners \$150.00
- City DPW Personnel will be responsible for Banner placement.
- City Council must approve all requests for Banners.
- Banners shall be hung for a period not to exceed two weeks.
- No Banners will be stored by City.
- Banners must be 24" to 28" wide and 25' long with wind vents (1/2 moon slit).
- All Banners will be dropped off not sooner than 48 hours prior to the event and picked up no later than 48 hours after the event at DPW, 741 Hooper St, Caro.
- The City reserves the right to refuse any banners that are unsightly, material is not durable or are deemed a safety factor.

BANNER REQUEST

NAME Susan R. Holder PHONE 989.673.3154 - direct line

ORGANIZATION Isoscale Behavioral Health Systems

EVENT Mental Health Awareness - <sup>May</sup> Mental Health Month

DATE YOU WISH BANNERS TO BE PUT UP 5/2/2022 - 5/14/2022

DATE YOU WISH BANNERS TO BE TAKEN DOWN \_\_\_\_\_

Approved By: \_\_\_\_\_ City Council \_\_\_\_\_ Date \_\_\_\_\_  
By: City Clerk

Payment Received by: \_\_\_\_\_ Date \_\_\_\_\_

Adopted by Council: 04-03-06 Revised 12-23-15

Policy # 06-002

*fax 989.673.7310*

|   |
|---|
| <p><b>CITY OF CARO</b><br/><b>Banner Policy</b></p> |
|---|

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**BANNER REQUEST**

NAME *Ausan B. Holder* PHONE *989.672.3134 direct line*

ORGANIZATION *Tuscola Behavioral Health Systems*

EVENT *Suicide Prevention Awareness month*

DATE YOU WISH BANNERS TO BE PUT UP *9/7/2022 - 9/14/2022*

DATE YOU WISH BANNERS TO BE TAKEN DOWN \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_  
City Council  
By: City Clerk

Payment Received by: \_\_\_\_\_ Date \_\_\_\_\_

Adopted by Council: 04-03-06 Revised 12-23-15

Policy # 06-002

# CITY OF CARO

MANAGER  
MATTHEW LANE  
CLERK  
RITA PAPP  
TREASURER  
MICHELE PERRY  
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LAURA GENOVICH

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## MEMORANDUM

**TO:** City Council  
**FROM:** Matthew S. Lane, City Manager  
**DATE:** April 14, 2022  
**RE:** City Manager Comments

---

NEW:

- Accepting seasonal worker applications
  - First wave was due by April 1 but I will continue accepting applications.
- Held Bid Opening for Digester Cover Removal
  - Received only 1 bid
  - Waiting for Recommendation from HRC
    - HRC advised not to take the bid
  - Working with internal utility group to discuss options for further action
- Ordered memorial bench for Chippewa Landing Park
  - Nora is working on site selection with the family
  - Plaque has arrived.
  - Bench placement has been determined, worker order to DPW on file.
- In the beginning stages of union contract negotiations.
  - POLC
  - DPW Union is holding an election to switch bargaining units to GELC and subsidiary of POLC.
  - Conducting background research and working with labor attorney.
- Nora and I attended RRC Check-In with MEDC
- Nora and I held CDBG Grant Meeting for Bieth Park Upgrades
- Rowe is working on site plans and rendering for Bieth Park upgrades.
- Planning Commission meeting was cancelled.
- DDA Meeting was cancelled
- House demolition RFP was published
  - Due 4-28-2022
  - Sent to multiple local contractors
  - Published online
  - Will be in Advertiser



# CITY OF CARO

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- Working on budget and capital improvement plan
  - Initial Presentation to Council
  - CIP needs to go to Planning Commission
- Working with ALDI, Inc on new store in the City.
  - Rezoning Approved
  - Aldi is combining parcels
  - Held department review of utilities
  - Site Plan Approved by Planning Commission
  - Received second plans, currently under review
  - MDOT Approved Work Plan
  - Permits have been applied for
  - ALDI is working on utility easement for water main
    - Easement has been signed
- Rightway Auto is under construction.
  - Interior is being built out
  - Roof has been painted
- Continuing discussions with MMR regarding EMS service.
  - Held second stakeholder meeting
- Well #3
  - Well functionally abandoned. Valves have been shot off to isolate from system.
    - Work to cap infrastructure will take place in summer
  - Budgeting for physical abandonment work and EGLE permitting for FY 2023-24
- Westen Opportunities/Putman project.
  - Reviewing plans for sewer proposals
  - Received request for water from Putmans
  - In discussions with Indianfields RE: water franchise
  - Presented draft water franchise to the Indianfields and developer
  - City Council approved Water Franchise
  - Developer advised Township they intend to work toward well and septic
  - Spoke with health department regarding the project
  - Spoke with Moore Motors
  - Status of City involvement is currently unknown
  - Health department denied on-site well and septic permits
    - Health Department re-evaluating septic plan
  - Received unfounded zoning violation from Indianfields Township Supervisor
    - Respectfully declined to comply
- Planning Commission Annual Report (Nora)
  - Draft provided to PC for review and comments
- Marshalls
  - Project is moving forward.
  - Processed zoning permit (approved)
  - Processed signage permit (approved)
  - Construction is underway

# CITY OF CARO

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## UPCOMING:

- Working with County on MSP Annexation
  - In communication with county administration regarding annexation.
  - Received resolution and petition requesting annexation
  - Must waive conflict of interest for attorney to review
  - ISD Annexations issue has not yet been resolved (waiting for response from State)
- Pursue proposals for City Hall HVAC upgrades
  - Rebid as requested by City Council
- ARP: \$417,000
  - Submitted project use proposals to council for feedback and discussion
- Lincoln Street Paused until Spring
- Splash pad repair and start-up scheduled for beginning of May

# CITY OF CARO

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KORY BATSCHKE

**TO: City Council**  
**FROM: Rita Papp – City Clerk**  
**SUBJECT: Clerk’s Report**  
**DATE: April 18, 2022**

---

- Processed 5 FOIA’s during this period.
- Continuing to review Boards and Commission Appointment vacancies.
- Planning Commission has 1 vacant seat due to a resignation. No application received as of the date of this meeting. May have to consider posting it again.
- Swore in Jeffery Hartel for the Parks & Recreation Committee. This committee is at full capacity!
- DDA Meeting scheduled for April 13, 2022 was cancelled.
- Applied and was approved for a 50% grant from Michigan Municipal Risk Management Authority for the Michigan Association of Municipal Clerk’s Institute, \$325.00.
- Registered for the Michigan Association of Municipal Clerks summer conference, June 21-24, 2022, in Traverse City.
- Jana and I are in the process of re-organizing the personnel files by utilizing a different filing system.
- There will be a Special Election in the City of Caro on May 3, 2022. I am in the process of preparing for this election. Election Commission and Inspector’s pay has been approved by the Council.
- Mailed out 693 absentee voter ballot applications March 4, 2022. 313 ballots issued, 182 returned as of Thursday, April 14, 2022.
- Meeting was held for election inspectors on March 17, 2022, to discuss housekeeping procedures for the May 3, 2022 election.
- Meeting was held for an Election Commission meeting for March 31, 2022 for the May 3, 2022 election.
- Working with Tuscola County Medical Care Facility Activities Director to make sure the residents are serviced for elections. Continuing to register voters at the facility.
- Jodi Fetting, County Clerk assisted Jana and I on Tuesday, April 12, 2022, to prepare for preliminary and public testing. Preliminary testing was completed April 12, 2022. Public testing will be performed on April 19, 2022 at 10:00 a.m. in the Council Room. The Election Commission is to be present at the public hearing and have been notified. Terry Ewald will be stepping down from the Election Commission after this election.
- Working on ICMA – Mission Square Reinstatement Adoption Agreement. Will be presented in April 2022.
- Worked with Mayor Greene on the Easter Egg Hunt, April 9, 2022. Great turn out!
- **I would like to wish the City Council a very Happy Easter!!**

# CITY OF CARO

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TO: City Council  
City Manager – Matt Lane  
FROM: Michele Perry, Treasurer  
SUBJECT: Treasurer’s Report  
DATE: April 14, 2022

---

- Attended the City Council meeting on March 21, 2023.
- Attended operation team meeting on March 22<sup>nd</sup> & April 5th. The 2 meetings we have had have been beneficial to myself and I hope the staff. We are able to talk about upcoming office items and also talk about what items need to be taken care of from the prior night’s council meeting.
- Virtually attended MSU Financial Best Practices webinar. Highlights of the webinar were as follows:
  - Reviewed the budgeting process
  - Reviewed 4 must have policies that a local government has to have:
    - An ACH policy
    - A credit card policy
    - An investment policy
    - A social security number privacy policy
  - Reviewed recommend policies:
    - A fund balance policy
    - A debt management policy
    - A tax incentive policy
    - A grants policy
- Working on budget for fiscal year 22-23.
- Will be attending Michigan Municipal Treasurers Association basic institute April 24, to 29 in Mt. Pleasant. To become a certified treasurer I will need to attend a week long conference for 3 years. This will be year 1 for me.
- Continued to work on changing the chart of accounts to the new Michigan Department of Treasury Uniform Chart of Accounts for Local Units of Government which the recommended implementation date is July 1, 2022, but not later than June 30, 2023.
- I would like to thank everyone in the office for covering for me most of the last week because I was out of the office due to a family emergency.
- Assisted in covering the front desk during staff lunches and vacations.

# CITY OF CARO

MANAGER  
 MATTHEW LANE  
 CLERK  
 RITA PAPP  
 TREASURER  
 MICHELE PERRY  
 ATTORNEY  
 LAURA GENOVICH

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

TO: City Council  
 City Manager – Matt Lane  
 FROM: Michele Perry, Treasurer  
 SUBJECT: Certificate of Deposit Report  
 DATE: April 14, 2022

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Now that we have set many of the Certificates of Deposits on a 3, 6, 9, and 12-month renewal pattern I will make a list of the upcoming month's renewals (if applicable) for the council to review at the 2<sup>nd</sup> meeting of the month.

We have the following Certificate of Deposit coming due on May 9, 2022.

| Financial Institute                | Term     | Interest Rate | Current Balance | Maturity Date | Plan of Action at Renewal Date   |
|------------------------------------|----------|---------------|-----------------|---------------|--|
| TeamOne Credit Union/LPL Financial | 6 months | 0.40%         | 245,153.12      | 5/9/2022      | Instruct our account executive to renew into new CD's with terms of 12 months. |