

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

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS/VISITORS:

COMMUNICATION:

CONSENT AGENDA:

1. Regular Council Minutes – July 5, 2022
2. Policy Committee Minutes – July 5, 2022
3. Personnel Committee Minutes – July 5, 2022
4. Invoices
5. 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** – Establishment of Plant Rehabilitation District
2. **Close Public Hearing** – Establishment of Plant Rehabilitation District
3. **Action** – Resolution to Establish a Plant Rehabilitation District
4. **Banner Request** – Thumb Area Old Engine & Tractor Association
5. **MML Workers' Compensation Fund** – Official Ballot for one Trustee
6. **Quote for Well 3A Abandonment**
7. **Quote for Well 6 Piping Upgrades**
8. **Director of Public Works Contract** – Thomas Reese
9. **Change Order and Payment** – Lincoln Street
10. **Gilford Road Construction Engineering Proposal** – Rowe Engineering
11. **Quotes for Fencing at the Fairgrounds**– Parks & Recreation Recommendation
12. **Change Council Meeting** – To August 3, 2022, due to elections.
13. **Schedule Public Hearing** – Sidewalk Special Assessment Roll for August 3, 2022
14. **Schedule Special Meeting** - Council Member Vacancy Interviews

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 report submitted.

ADDITIONAL PUBLIC COMMENTS

ADJOURN

CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Joe Greene called the regular meeting of the City Council to order on July 5, 2022, at 6:32 p.m. in the Council Chambers.

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

Absent: None

Others: Matthew Lane – City Manager, Jana Brown – Deputy City Clerk, Michele Perry – Treasurer and other guests

AGENDA APPROVAL

22-M-126

Motion by White, seconded by Campbell to approve the amended agenda as presented.

Motion Carried.

PUBLIC COMMENT/VISITORS: None

COMMUNICATION:

1. Charter Communications – Upcoming Change
2. Planning Commission Minutes June 14, 2022

CONSENT AGENDA:

1. Regular Council Minutes – June 20, 2022
2. Invoices

22-M-127

Motion by Eschenbacher, seconded by Hall to approve the consent agenda (with fix to the spelling of Mayor Greene's name as indicated by Jones-Holubec) as presented including invoices.

Motion Carried.

CLOSED SESSION: Discuss Union Contracts – MCL 15.268 Sec 8(1)(c)

22-M-128

Motion by Eschenbacher, seconded by White to enter closed session for the purpose of Discussing Union Contracts.

Motion carried.

Entered closed session at 6:38 p.m.

22-M-129

Motion by Eschenbacher, seconded by White to exit closed session.

Motion carried.

Returned to open session at 7:27 p.m.

REGULAR AGENDA: (action required)

1. Action on Union Contracts

22-M-130

Motion by Hall, seconded by Jones-Holubec to approve tentative POLC & GELC union contracts
Motion carried.

2. Open Public Hearing – Necessity for 2022 Proposed Sidewalk Repair/Replacement Project
Mayor Greene opened public hearing 7:28 p.m.

3. Public/Council Comments - 2022 Proposed Sidewalk Repair/Replacement Project

David Dennis from Washington St expressed concerns regarding his cost of the project and money is tight.

Telephone comment from Wayne King was read.

Michael Carpenter provided an estimate of the square footage of the sidewalk project and how many streets were affected. He also addressed the issue of trees affecting sidewalks.

Herb Sheardy inquired how many feet of sidewalk to be done.

4. Close Public Hearing – Necessity for 2022 Proposed Sidewalk Repair/Replacement Project

22-M-131

Motion by Eschenbacher, seconded by White to close the public hearing.
Motion carried.

5. Decision - Necessity for 2022 Proposed Sidewalk Repair/Replacement Project

22-M-132

Motion by Hall, seconded by White to approve the 2022 Proposed Sidewalk Repair/Replacement Project
Motion carried.

6. Purchase Approval – Monroe Truck Equipment – Box for 2008 Ford F-350

22-M-133

Motion by Eschenbacher, seconded by Hall to approve the purchase of a box for the 2008 Ford F-350 from Monroe Truck Equipment
Motion carried.

7. Request to Schedule Public Hearing Regarding Plant Rehabilitation District

Matthew Lane provided overview of the request. Jim McLoskey provided information on PA 198 and plant rehabilitation districts. Public Hearing to be set for July 18, 2022, at 6:30 p.m. to discuss a Plant Rehabilitation District

ITEMS PENDING/TABLED: None

COMMITTEE/LIAISON POSITION REPORTS: None

MAYOR'S REPORT – Written report submitted.

MANAGER'S COMMENTS – Completed contract negotiations since last meeting.

CLERK'S REPORT – Written report submitted

ADDITIONAL PUBLIC COMMENT:

Chris Esckelson inquired if the city can use the Slack App for blight mowing. Slack would allow before and after pictures. The app also allows individuals to be invited to view the pictures.

22-M-134

Motion by Eschenbacher, seconded by Hall to adjourn the meeting at 7:48 p.m.

Motion carried.

Jana Brown

Deputy City Clerk

CITY OF CARO POLICY COMMITTEE MINUTES

Policy Chair Jill White called the Policy Committee meeting to order on July 5, 2022, at 6:00 p.m. in the Council Chambers.

Present: Chair Jill White and Mayor Joe Greene

Absent: None

Others: Jana Brown – Deputy Clerk, Michele Perry – Treasurer, other guests

PUBLIC COMMENT/VISITORS:

None

BUSINESS ITEMS:

1. Draft Food Truck Ordinance

Discussion held regarding revisions to the Food Truck Ordinance Section 5 Applications: (5) – Permits should be valid for 14 consecutive days, not operating days; (7) – City Manager or Chief of Police will approve the applications; (7)(D) – remove this provision altogether as it conflicts with Section 10; Section 6 – Regulations (3), the second sentence should be removed.

**Motion by Mayor Greene, seconded by White to make revisions as discussed to the ordinance and submit for final approval during July 18, 2022, Council Meeting.
Motion carried.**

NEW BUSINESS:

None

Adjournment

**Motion by Greene, seconded by White to adjourn the meeting at 6:09 p.m.
Motion carried.**

Jana Brown
Deputy City Clerk

CITY OF CARO PERSONNEL COMMITTEE MINUTES

Personnel Chair Bob Eschenbacher called the Personnel Committee meeting to order on July 5, 2022, at 6:13 p.m. in the Council Chambers.

Present: Chair Bob Eschenbacher, Don Hall and Emily Campbell

Absent: None

Others: Matthew Lane – City Manager, Jana Brown – Deputy Clerk, Michele Perry – Treasurer and other guests

PUBLIC COMMENTS/VISITORS: None

BUSINESS ITEMS:

1. Clerk & Treasurer Evaluations

Chair Bob Eschenbacher presented evaluation forms for both the Clerk and Treasurer, and requested they be completed and returned by July 18, 2022, for compilation. Evaluations will be done August 3, 2022.

2. City Manager Position Discussion

Two candidates applied for the City Manager position. Posting for said position closed July 1, 2022. Applicants will be interviewed July 19, 2022, at 6:00 p.m. and 6:30 p.m.

OTHER BUSINESS:

1. Chief of Police, Brian Newcomb presented a proposal to sponsor prospective employees to the police academy to expand the pool of candidates for open positions. Request was also made to revisit the nepotism policy to enable good quality candidates the opportunity for employment with the City of Caro.

Manager, Matthew Lane requested to present specific language regarding the nepotism policy at the next meeting.

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

Motion carried.

Jana Brown
Deputy Clerk

GL Period	Chk Issue Date	Check No	Vendor No	Payee	Amount
07/22	07/18/2022	75575	2609	A J REHMUS & SON INC	23,193.00
07/22	07/18/2022	75576	2403	ADVANCE AUTO PARTS	43.92
07/22	07/18/2022	75577	2439	AIR ADVANTAGE LLC	508.00
07/22	07/18/2022	75578	2817	AMAZON CAPITAL SERVICES	34.99
07/22	07/18/2022	75579	2817	AMAZON CAPITAL SERVICES	608.35
07/22	07/18/2022	75580	1002	AUTO WARES GROUP	92.97
07/22	07/18/2022	75581	264	CENTURYLINK	142.84
07/22	07/18/2022	75582	1976	CHRIS E LANDSCAPING LLC	155.00
07/22	07/18/2022	75583	295	CIVIC SYSTEMS, LLC	3,046.00
07/22	07/18/2022	75584	2728	CIVICPLUS LLC	250.00
07/22	07/18/2022	75585	319	CONSUMERS ENERGY	1,636.74
07/22	07/18/2022	75586	1973	CONTINENTAL HYDRODYNE SY	560.76
07/22	07/18/2022	75587	402	DJ's PORTABLE TOILET RENTA	684.00
07/22	07/18/2022	75588	388	DTE ENERGY	3,895.79
07/22	07/18/2022	75589	2766	FOSTER, SWIFT, COLLINS & SM	9,897.20
07/22	07/18/2022	75590	1711	GAMBLES DO IT BEST HARDW	91.00
07/22	07/18/2022	75591	2418	HILLS & DALES GENERAL HOS	152.00
07/22	07/18/2022	75592	226	HIRSCHMAN OIL SUPPLY INC	1,121.44
07/22	07/18/2022	75593	2583	HUNTINGTON NATIONAL BANK	5,291.30
07/22	07/18/2022	75594	770	KEN MARTIN ELECTRIC, INC	125.00
07/22	07/18/2022	75595	2299	KIM MAUL	180.00
07/22	07/18/2022	75596	2702	KRISTAL'S HELPING HAND LLC	710.00
07/22	07/18/2022	75597	2895	MELVIN ROMAIN	145.00
07/22	07/18/2022	75598	2591	MESSA	31,279.88
07/22	07/18/2022	75599	886	MICHIGAN MUNICIPAL LEAGUE	23.70
07/22	07/18/2022	75600	830	MICHIGAN PIPE & VALVE-SAGI	5,646.56
07/22	07/18/2022	75601	903	MUFFLER MAN	159.95
07/22	07/18/2022	75602	2827	NAVITOR INC	385.25
07/22	07/18/2022	75603	998	PURCHASE POWER	60.17
07/22	07/18/2022	75604	2642	R&R TECHNICAL SERVICES	1,422.00
07/22	07/18/2022	75605	2340	STATE OF MICHIGAN - DHHS	153.64
07/22	07/18/2022	75606	1189	THUMB CELLULAR	266.72
07/22	07/18/2022	75607	2602	TIM OMSTEAD	180.00
07/22	07/18/2022	75608	17	TUSCOLA COUNTY ADVERTISE	5,382.00
07/22	07/18/2022	75609	1252	TUSCOLA COUNTY TREASURE	1,259.13
07/22	07/18/2022	75610	2482	UNIFIRST CORPORATION	123.29
07/22	07/18/2022	75611	2681	WILKINSON SOLUTIONS, LLC	287.00
Grand Totals:					99,194.59

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

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

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

COMPLAINTS RECEIVED:

See attached complaint breakdown report

- Caro Police were dispatched to 190 Complaints in June, 2022
 - Comparison reports
 - May 2022, 191 Complaints
 - April 2022, 157 complaints
 - March 2022, 166 complaints
 - June 2021- complaints

ARRESTS:

- Arrest count still affected by COVID.

PATROL VEHICLE MILEAGE:

- Mileage driven in June 2022= 3263 miles.

GASOLINE USED:

- Gallons- 271.91 gallons

Abandoned Vehicle	5
Alarm	5
Animal at Large/dog bite	1
Animal Cruelty	2
Armed Robbery	
Arson	
Assault/domestic	12
Assist to MSP within city limits	2
Assist to TUSH within city limits	3
Assist to other PD within city limits	1
Assist to DPW	
Assist to CARO FIRE	8
Assist to MMR	10
Assist to DHHS	3
Attempt to locate	
Attempt suicide	
Barking Dog	
Blight	
Bond Condition Violation/Arrest	
Breaking and Entering	
Bullying	
Civil dispute	10
Child Neglect/abuse	
Commercial Sex	
Credit Card fraud	
Criminal Sexual Conduct	2
Curfew Violation	
Disorderly Person	6
Dog left in vehicle	
Drug Overdose	
Eavesdropping	
Embezzlement	
Emotionally Disturbed	1
Escape	
Extortion	
False Police Report	
Felonious Assault	3
Fireworks	
Flee and Elude	
Found/lost Property	

Forgery	
Fraud	2
Fugitive	
General Non-Criminal	1
Harassment	4
Health and Safety	
Hit and Run PDA	3
Homeless	2
I D Theft	
Illegal Burn	
Indecent Exposure	1
Injury crash	2
Intimidation/threats	
Illegal Dumping	
Keys locked in Vehicle	
Kidnapping	
Larceny	5
Larceny from Auto	
Liquor Inspection	15
Liquor Violations	
Malicious Destruction	3
Mental Pickup Order	
Mental Health call	7
Minor in Possession	1
Misdemeanor Traffic-OWI	3
Misdemeanor Traffic-No Insurance	2
Misdemeanor Traffic-DWLS	4
Misdemeanor Traffic-reckless driving	
Misdemeanor Traffic-No Registration	1
Missing Person	
Motorist Assist	
Mutual Aid calls ** See Below**	3
Narcotics	2
Natural Death Invest	1
Noise	3
Obscenity	
Open Door	2
Overdose-drugs	1
PDA-traffic crash	5
Parole Violation	2

PPO Violation	2
Probation Violation	
Prowler	
Public Relations	
Resist/Obstruct officer	
Retail Fraud	5
Runaway (juvenile)	
Stalking	
Sex Offense (other)	
Suicide	
Suicidal Person	1
Suspicious Situation	12
Terrorist Threat	
Threats-school violence	1
Threats	
Tobacco violation	
Trespass	2
Traffic Policing	4
UDAA (Vehicle Theft)	
Vehicle Inspection	
Vehicle Inspection	
Verbal Domestic	4
Warrant arrests	5
Weapons Violations	
Wellness Check	3
911 Hangup	2

TOTALS

190

4528 W. Caro Rd.
 Fremont Twp Hall
 4557 Ringle rd

B&E in progress assist TUSH
 B&E in progress assist TUSH
 assault in progress assist MSP

VEHICLE MAINTENANCE RECORD FOR CAR 1

TOTAL MAINTENANCE COSTS	YEAR:		2015		MAKE:		FORD		MODEL		SUV		LICENSE		023X391		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	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	73,000	73,100	73,150																					
Enter Vehicle Mileage at End of Month	71,584	72,626	73,000	73,100	73,150	74,641																					
Monthly Mileage Totals	1,189	1,042	373	100	50	1,491																					
Total Mileage for Year	4,245																										
Maintenance Cost Per Mile	\$1.08																										
VEHICLE MAINTENANCE COSTS																											
Oil & Filter Change	\$69.58																										
Air Filter Change	repair																										
Fuel Filter Change	shop																										
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	\$3,800.21																										
TOTAL MONTHLY MAINTENANCE COSTS	\$69.58	\$644.04	\$0.00	\$0.00	\$0.00	\$50.00	\$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	TOTAL	\$4,563.83

TIRE	SIZE
245	55R18 M&S

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	105,857	105,957	106,000																				
Enter Vehicle Mileage at End of Month	103,457	104,960	105,857	105,957	106,000	106,653																				
Monthly Mileage Totals	665	1,503	897	100	43	653																				
Total Mileage for Year	3,861																									
Maintenance Cost Per Mile	\$0.33																									
VEHICLE MAINTENANCE COSTS																										
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																										
TOTAL MONTHLY MAINTENANCE COSTS	\$304.17	\$0.00	\$0.00	\$0.00	\$0.00	\$816.24	\$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
						\$816.24																				
TOTAL	\$1,280.36																									

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	43,175			43,349	47,599									
Enter Vehicle Mileage at End of Month	41,295	41,978	43,175	43,349			47,599	48,399									
Monthly Mileage Totals	1,000	683	1,197	174			4,250	800									
Total Mileage for Year	8,104																
Maintenance Cost Per Mile	\$0.04																
VEHICLE MAINTENANCE COSTS																	
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																	\$345.93
Battery Replacement																	
Battery Cables / Terminals																	
Headlights or Light Bulbs																	
Windshield Wiper Blades																	
Wash & Wax																	
Miscellaneous Service																	
TOTAL MONTHLY MAINTENANCE COSTS	\$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
TOTAL																	
\$345.93																	

Tire Size=245/55R18

MILLARS TIRES BAY CITY

VEHICLE MAINTENANCE RECORD FOR CAR 464

TOTAL MAINTENANCE COSTS	YEAR:		2019	MAKE	DODGE	MODEL	DURANGO	LICENSE	023X394	VIN NO	1C4RDJFG1KC708488	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	7,100	8,209	9,346	9,665	0	0	0	0	0	0	0	0
Enter Starting Vehicle Mileage				6,601	7,100	8,209	9,346																	
Enter Vehicle Mileage at End of Month				7,100	8,209	9,346	9,665																	
Monthly Mileage Totals	100	306		499	1,109	1,137	319																	
Total Mileage for Year	3,470																							
Maintenance Cost Per Mile	\$0.00																							
VEHICLE MAINTENANCE COSTS																								
TYPE OF SERVICE																								
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																								
TOTAL MONTHLY MAINTENANCE COSTS	\$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

THUMB NARCOTICS UNIT ANNUAL REPORT

2021

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- 14) TNU Significant Criminal Investigations (cont.)**
- 15) TNU Drug Seizures/Street Values**

**THUMB NARCOTICS UNIT BOARD OF DIRECTORS
EXECUTIVE BOARD**

TNU Board Chairman	Mr. Eric Wanink, Tuscola County Prosecutor's Office
TNU Vice-Chairman	Sheriff Glen Skrent, Tuscola County
Secretary/Treasurer	Chief Bill Stokes, Lapeer Township Police Department
Capt. Ryan Pennell	Commander, Third District Headquarters, Michigan State Police
Mr. John Miller	Lapeer County Prosecutor
Mr. Mark Reene	Tuscola County Prosecutor
Mr. Mike Boskee	Lapeer County M.T.A. Representative
Mr. Lenny Schneider	Lapeer County Commissioner

Dear TNU Members:

I am pleased to present the 2021 Annual Report. I am confident that we have continued to make a significant impact on drug trafficking and criminal activity associated with narcotics in our communities this year.

Along with our local partners, we continued to face many challenges associated with conducting criminal investigations during the pandemic, even as it wound down. Despite these challenges, TNU detectives made 72 felony arrests on 181 arrest counts/criminal charges this year. We continue to see an influx of crystal meth into the Thumb communities, which dominates our hard drug seizures. In 2021, we seized 325 grams of methamphetamine, 15 grams cocaine, 22 grams of heroin/fentanyl, and 1,300 milliliters of steroids. We seized over 1,000 prescription pills, 260 grams of synthetic drugs, over 280 pounds of marijuana and 2,381 marijuana plants.

I remain grateful for the support of our members, communities, command board, Lapeer County Sheriff, U.S. Border Patrol, and Michigan State Police. I look forward to continued success as we adjust to changing trends with our partners in law enforcement in 2022. We remain focused on targeting narcotics trafficking and availability, with the goal of reducing the number of lives affected by drug use and the associated violent crime that accompanies it.

Sincerely,

D/Lt. Doug Rogers
Thumb Narcotics Unit Commander
Michigan State Police

THUMB NARCOTICS UNIT ASSIGNED PERSONNEL 2021

D/Lt. Doug Rogers	Michigan State Police, Unit Commander
D/Sgt. Andrew Feehan	Michigan State Police, Team Leader
D/Tpr. Trevor Lucus	Michigan State Police
D/Tpr. Aleece Veit	Michigan State Police
Det. Adam Moran	Lapeer County Sheriff's Department
Agent Travis Todd	U.S. Border Patrol
Kathy Kirsch	Thumb Narcotics Unit Secretary

THUMB NARCOTICS UNIT ACTIVITY

	<u>2020</u>	<u>2021</u>
Search Warrants	29	27
Firearms Seized	8	22
Felony Arrests	71	72
Misdemeanant Arrests	13	6
Fugitive Arrests	17	19
Arrest Counts	157	181
Informants Developed	10	12

THUMB NARCOTICS UNIT CRIMINAL INVESTIGATIONS

	<u>2020</u>	<u>2021</u>
Criminal Investigations/Total	176	214
Criminal Investigations/County		
Huron	1	4
Lapeer	130	166
Tuscola	33	41
Sanilac	5	2
Other Counties:		
Genesee	2	1
Bay	0	0
Shiawassee	0	0
Oakland	0	0
Saginaw	0	0
St. Clair	5	0
	7	

ARREST COUNTS (CHARGES) BY COUNTY

	<u>2020</u>	<u>2021</u>
Genesee	2	0
Tuscola	117	90
Lapeer	80	69
Sanilac	0	0
Oakland	0	0
Huron	0	4
Saginaw	3	0
Bay	1	0
Macomb	0	0
St. Clair	1	20
Wayne	0	0

2021 TNU BUDGET

Alarm	\$500.00
Communication/Phones	\$6,000.00
Equipment	\$56,000.00
Investigative Expenses	\$4,000.00
Lease	\$4,800.00
Office Supplies	\$3,000.00
Secretary	\$11,000.00
Training	\$2,000.00
Vehicles	\$18,500.00
Total Expenditures	\$105,800.00

2021 LOCAL CONTRIBUTIONS

Lapeer County	Amount
Almont Township	\$1,000.00
Burnside Township	\$ 500.00
Dryden Township	\$ 400.00
Elba Township	\$1,500.00
Goodland Township	\$ 500.00
Hadley Township	\$1,000.00
Imlay Township	\$1,500.00
Lapeer Township	\$1,106.25
Lapeer City	\$2,000.00
Mayfield Township	\$1,000.00
TOTAL	\$10,506.25
Tuscola County	
Arbela Township	\$ 500.00
City of Caro	\$1,000.00
Elkland Township	\$ 500.00
Village of Millington	\$1,000.00
Watertown Township	\$ 200.00
TOTAL	\$ 3,200.00
GRAND TOTAL	<u>\$ 13,706.25</u>

PARTICIPANTS – TNU INTERLOCAL AGREEMENT

<u>PARTICIPATING AGENCY/ENTITY</u>	<u>COUNTY</u>
Sebewaing Village	Huron
Almont Township	Lapeer
Burnside Township	Lapeer
Dryden Township	Lapeer
Elba Township	Lapeer
Goodland Township	Lapeer
Hadley Township	Lapeer
Inlay Township	Lapeer
Lapeer County	Lapeer
Lapeer City	Lapeer
Lapeer Township	Lapeer
Mayfield Township	Lapeer
Arbela Township	Tuscola
City of Caro	Tuscola
Elkland Township	Tuscola
Tuscola County	Tuscola
Village of Mayville	Tuscola
Village of Millington	Tuscola
Watertown Township	Tuscola

THUMB NARCOTICS UNIT SIGNIFICANT CASES FOR 2021

TUSCOLA COUNTY CRIME SPREE

TNU detectives had begun an investigation into meth trafficking from a residence near Caro. Detectives conducted surveillance and placed covert cameras. During the investigation, we were requested by Caro Police Department to assist with investigating a breaking and entering complaint on the same suspects. A GPS tracker was placed on the suspects' vehicle. In a cooperative effort between the Tuscola County Sheriff's Department, Caro Police Department and TNU, two suspects were arrested and significant quantities of methamphetamine and ecstasy were seized along with several thousand dollars' worth of stolen tools, thereby solving numerous B/E's across several townships in Tuscola County.

DRUG SALES

TNU members began communicating with a 19-year-old from Flint utilizing Snapchat after receiving information the suspect was advertising the sale of ecstasy and cocaine. A meet was arranged to sell detectives MDMA for \$160 in a Lapeer City parking lot. Following the transaction, a traffic stop was conducted and the passenger was arrested. The driver was also arrested for being in possession of a loaded and unregistered 9mm handgun.

GUN AND DRUGS LAPEER

TNU detectives conducted undercover buys of Xanax from a 19-year-old Flint suspect in Lapeer. During the last transaction buy/bust and arrest, detectives recovered 30 Xanax pills and a loaded 9mm magazine. Three weeks later, TNU detectives conducted another undercover buy from the same suspect in Imlay City for ½ oz cocaine for \$1,200. Upon arrest, detectives recovered a loaded 9mm pistol, cocaine, and \$500 cash for forfeiture.

GUN AND DRUGS CARO

TNU members were conducting surveillance on a known drug house in Caro when an apparent drug transaction occurred with a vehicle pulling in for a few seconds. A traffic stop was conducted with detectives recovering a loaded magazine with ammo in it, methamphetamine, paraphernalia, and additional ammunition. Troopers discovered 1.3 grams of crystal methamphetamine, crystal methamphetamine residue in a flashlight, a digital scale, and illegal marijuana plants. The arrested suspect was wearing an empty gun holster upon his arrest. Further investigation revealed the suspect had thrown the handgun out of the window before he was stopped. The gun was recovered from the roadway a short distance away.

SEARCH WARRANT CARO

Following undercover buys from a Caro residence, TNU detectives and Caro PD executed a search warrant at the residence. Suspected methamphetamine, scales, and brass knuckles were seized. The suspect was arrested for delivery of methamphetamine, possession of methamphetamine, and possessing a dangerous weapon (brass knuckles).

ARRESTS IN GAGETOWN

Detectives received a tip that suspects wanted on drug warrants were residing in Gagetown. Surveillance was conducted, observing two suspects leaving in a vehicle. A traffic stop was conducted and suspects arrested. Detectives also seized suspected methamphetamine, eight grams of heroin, and Suboxone.

MARIJUANA OPERATION KINGSTON TWP.

D/Sgt. Feehan acted on a tip stemming from a local township board meeting of an illegal 1,000+ plant marijuana grow with armed security in Tuscola County. An early morning search warrant on the 40+ acre property was coordinated with the ES Team to secure/clear the premises.

The operation lacked permissions allowed under medical and recreational marijuana acts. As a result, TNU seized 1,783 marijuana plants, 50 pounds of processed marijuana, 10 firearms, and \$339,051.00 in cash hidden in several locations, including buckets, in the residence. TNU executed a search warrant on a bank safety deposit box containing \$174,000. Multiple charges and property forfeiture is pending on the 72-year-old suspect.

MARIJUANA/STEROIDS CARO

TNU received tips of an illegal marijuana grow operation, wax, and selling of steroids at a downtown Caro commercial building. A search warrant was executed with detectives seizing 138 mature marijuana plants, 78,560 grams (approximately 164 pounds) of processed marijuana (bud/ground marijuana), along with 1,770 grams of marijuana wax, and 13 vials of steroids.

DRUG SALES TUSCOLA COUNTY

TNU detectives identified a suspect with lengthy criminal history in Tuscola County selling moderate quantities of meth. Controlled buys were conducted utilizing a confidential informant, resulting in a search warrant being executed. While clearing outbuildings, a felon/occupant of a camper on the property fled into the woods with a handgun and proceeded to bury it prior to being secured. In all, TNU seized 121 grams of meth, 1,159

grams marijuana wax, 18 pounds processed marijuana, \$5,100 in cash, five long guns, and one hand gun. Evidence of a 200+ chicken fighting operation was turned over to Tuscola County Animal Control. Two suspects with were lodged for gun/drug charges.

GUNS AND DRUGS MAYFIELD TOWNSHIP

TNU members, having received narcotics information from the Lapeer County Sheriff 's Office, were conducting surveillance at a Mayfield township residence. The suspect was believed to be dealing narcotics and to have an active warrant out of Lapeer City PD. While surveilling the residence, the subject was observed leaving and a traffic stop was conducted. Upon arrest, he was found to be in possession of a loaded 9mm pistol and loaded .223 caliber AR-15 with high capacity magazine, Xanax, and suspected crack cocaine.

2021 DRUG SEIZURES

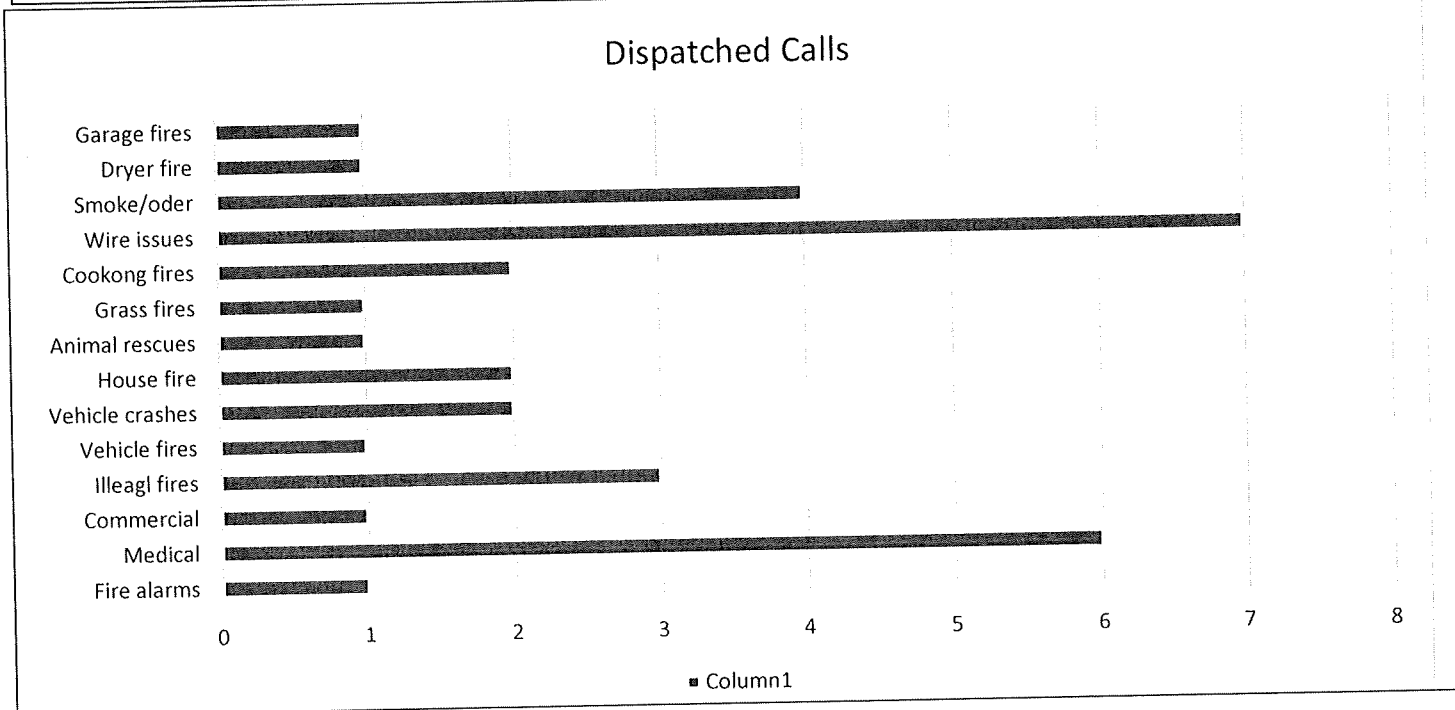
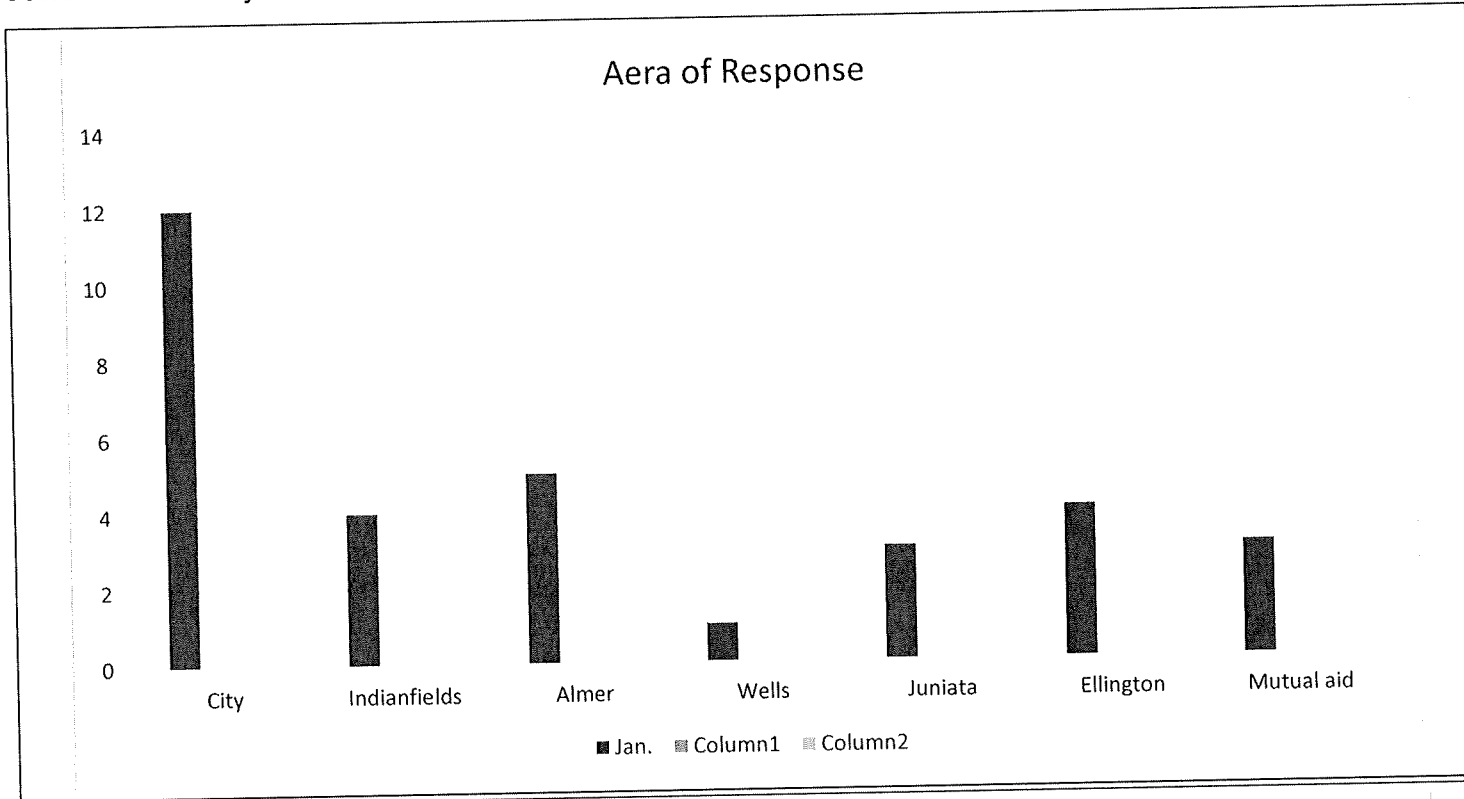
<u>SUBSTANCE</u>	<u>AMOUNT</u>	<u>STREET VALUE</u>
Cocaine/Crack	15 grams	\$1,500.00
Fentanyl	4 grams	\$400.00
Heroin	18 grams	\$1800.00
LSD	15 dosage unit	\$200.00
Marijuana (Plants)	2,381 plants	\$1,381,000.00
Marijuana (Processed)	278 pounds	\$500,400.00
Marijuana (Wax)	2,229 grams	\$111,450.00
MDMA	128 grams	\$6,400.00
Methamphetamine	325 grams	\$26,000.00
Psilocybin (Mushrooms)	11 grams	\$110.00
Steroids	1300 milliliters	\$2,600.00
Tapentadol (Opioid)	1000 grams	\$5,000.00
Synthetic Drugs	260 grams	\$1300.00
TOTAL:		\$2,038,160.00



CITY OF CARO FIRE DEPARTMENT

July 2022 Council Fire report

JUNE 2022 monthly review



July 2022 Council Fire report

JUNE 2022 monthly review

Commercial Business fire	Mutual aid to Akron FD
Medical assist to MMR	City of Caro
Field fire, with crops	Mutual aid to Vassar FD
Wire issues, cable wires	City of Caro
Kitchen fire in a residential house	City of Caro
Smoke investigation, legal brush fire	Almer
2 nd . floor balcony / house fire	City of Caro
Medical assist	Ellington
Dryer fire in a residential house	Almer
Smoke investigation, was a legal fire	Indianfields
Truck fire with Haz Mat spill	City of Caro
Medical assist to MMR for CPR	Ellington
Wire issues, low hanging wires	Indianfields
False fire alarm, no fire	City of Caro
House fire	Mutual aid to Akron FD
Downed cable lines	City of Caro
Downed power lines	Almer
Downed power lines	Almer
Downed power lines	City of Caro
Downed cable lines	City of Caro
Illegal Fire	Indianfields
Medical assist to MMR	City of Caro
Vehicle crash	Juniata
Kitchen fire	Almer
Garage, 2 houses, shed, & a Commercial building	City of Caro
Smoke / oder investigation	Indianfields
Illegal content fire	City of Caro
Illegal content fire	Ellington
	Juniata
Medical CPR assist	
2-vehicle crash	Wells



CITY OF CARO CODE ENFORCEMENT

July 2022 Council Code report

June 2022 monthly review

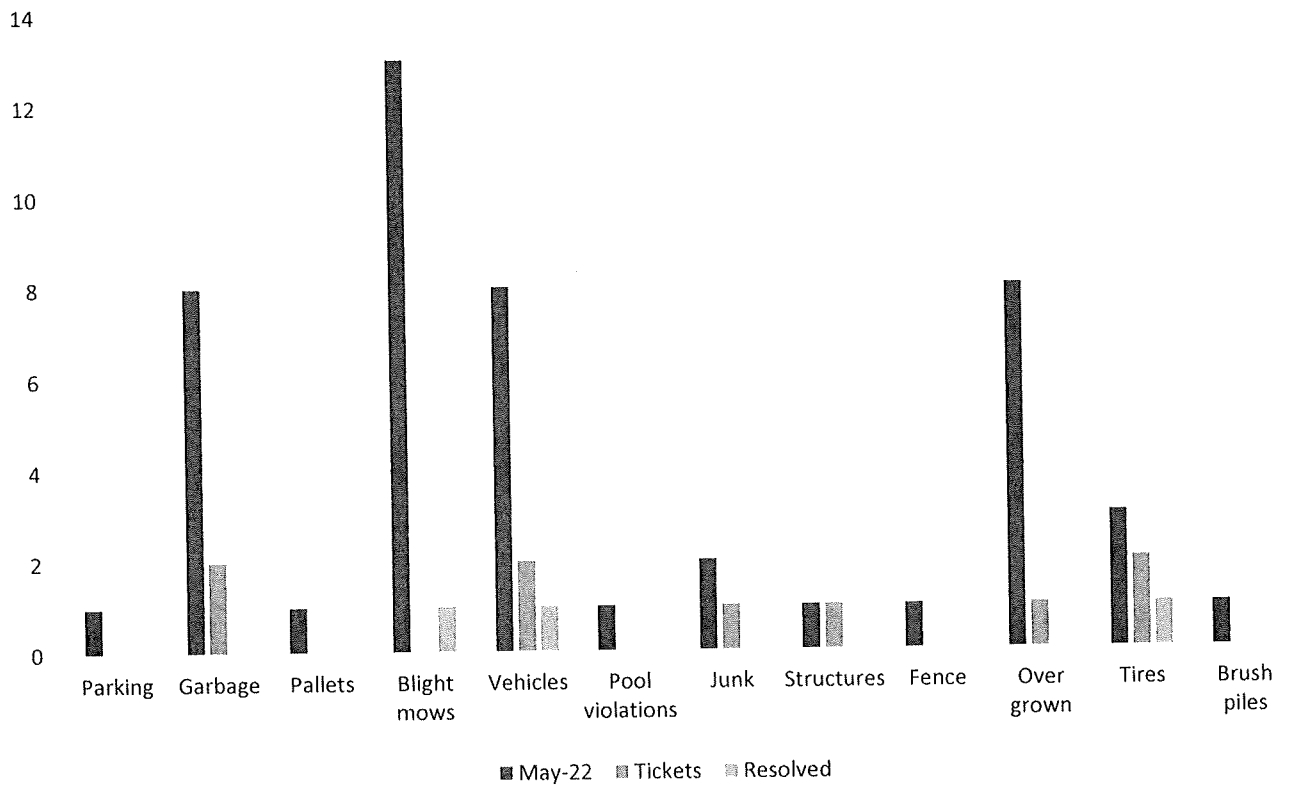
520 S. Hooper St.	Brush & overgrown	1 st . notice
761 W. Frank St.	Brush & overgrown	1 st . notice
656 W. Burnside St.	Blight mowed	
657 W. Sherman St.	Blight vehicle	11 th . offence \$500.00 ticket
657 W. Sherman St.	Blight tires	2 nd . offence \$250.00 ticket
657 W. Sherman St.	Blight mowed	
844 W. Sherman St.	Blight mowed	
1540 VanGeisen Rd.	No pool permit	1 st . notice
715 S. State St.	Blight vehicle	1 st . notice
715 S. State St.	Brush & overgrown	1 st . notice
349 Norman St.	Blight mowed	
351 Wells St.	Fence repairs needed	1 st . notice
121 Alexander St.	Yard junk	1 st . offence \$100.00 ticket
1120 Northview Dr.	Garbage violation	1 st . notice
74 W. Gilford Rd.	Garbage violation	1 st . offence \$100.00 ticket
82 W. Gilford Rd.	Overgrown violation	1 st . notice
602 W. Gilford Rd.	Tires	2 nd . notice
373 W. Gilford Rd.	Garbage violation	1 st . notice
1080 N. Colling Rd.	Blight mowed	
839 W. Gilford Rd.	Blight mowed	
839 W. Gilford Rd.	Pallets in the yard	1 st . notice
119 W. Washington St.	Blight mowed	
427 S. State St.	Vehicle 4-sale in yard	1 st . notice
121 Atwood St.	Blight vehicle	1 st . notice
400 E. Frank St.	Garbage violation	2 nd . offence \$250.00 ticket
637 W. Sherman St.	Blight mowed	
186 W. Gamble St.	Blight mowed	
158 W. Gamble St.	overgrown	1 st . notice
161 W. Gamble St.	Blight vehicle	2 nd . notice
102 E. Washington St.	Garbage violation	1 st . notice
132 W. Gamble St.	Blight mowed	
507 W. Lincoln St.	overgrown	1 st . notice
54 W. Gilford Rd.	Blight vehicle	1 st . notice
1021 Cleaver Rd.	Blight vehicle	1 st . notice
351 Wells St.	Fence violation	Case resolved
351 Wells St.	Blight vehicle	11 th . offence \$500.00 ticket
343 Wells St.	Brush pile and junk	1 st . notice
V/L Alexander St.	Overgrown area	1 st . notice
121 Alexander St.	Overgrown area & junk	1 st . offence \$100.00 ticket
313 Montague Ave.	Yard junk	2 nd . notice
309 E. Grant St.	Blight vehicle	Case resolved



CITY OF CARO CODE ENFORCEMENT

July 2022 Council Code report

June 2022 monthly review



Memorandum

To: City Council
From: Rita Papp
Date: July 15, 2022
Re: Municipal Parking Violations Report, June 2022

No Parking 2 a.m. – 5 a.m.	Municipal Parking Violations Written	0
	Warnings	0
	2nd Offense	0
	3rd, 4th & 5th Offense	0
	6th & 7th Offense	0

2 Hour Downtown Parking	Municipal Parking Violations Written	0
	Warnings	0
	2nd Offense	0
	3rd Offense	0
	4th Offense	0

Other Ordinance ___	Municipal Parking Violations Written	0
	Warnings	0
	2nd Offense	0
	3rd Offense	0
	4th Offense	0
	5th Offense	0

RESOLUTION TO ESTABLISH A PLANT REHABILITATION DISTRICT

Minutes of a meeting of the Caro City Council held on July 18, 2022 at the Caro Municipal Building 317 S. State St. Caro, MI 48723 at 6:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by: _____ and supported by: _____.

Resolution Establishing a Plant Rehabilitation District in the City of Caro.

WHEREAS, pursuant to PA 198 of 1974, as amended, this Caro City Council has the authority to establish "Plant Rehabilitation Districts" within the City of Caro; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request for tax abatement; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Tuscola County Advertiser and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on Monday July 18, 2022, a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of the City of Caro were afforded an opportunity to be heard thereon; and

WHEREAS, the City of Caro deems it to be in the public interest of the City of Caro to establish the Plant Rehabilitation District as proposed;

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete;

NOW, THEREFORE, BE IT RESOLVED by the Caro City Council that the following described parcel of land situated in the City of Caro, Tuscola County, and State of Michigan, to wit:

BLK 26 ORIG PLAT LYING ELY OF NYC RR R/W .& EXT TO BUSH ST ON N & E EX COM AT E COR OF LOT 10 BLK 26, TH S 45 DEG E 43.75 FT, TH S 45 DEG W 38.25 FT, TH S 52 FT, TH W 60.5 FT, TH N TO NW BDY LN OF LOT 10, TH NE ALG SD BDY LN TO N COR OF LOT 10, TH S 45 DEG E 66 FT TO POB BLK 26. ORIG PLAT VILL OF CARO. ALSO THAT PART OF THE 1 VACATED ALLEY LYING ELY OF THE ROW OF THE 'NYC RR aka 603 E FRANK ST., CARO, MI

be and hereby is established as a Plant Rehabilitation District, pursuant to the provision of ACT 198 of the Public Acts of 1974, to be known as the City of Caro Plant Rehabilitation District Number 22-1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of Caro, County of Tuscola, Michigan, at a meeting held on Monday July 18, 2022.

Rita Papp
City Clerk

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.
- 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 Dale Will PHONE 989-673-3430
ORGANIZATION Thumb Area Old Engine & Tractor Association
EVENT 46th Annual Show
DATE YOU WISH BANNERS TO BE PUT UP August 1
DATE YOU WISH BANNERS TO BE TAKEN DOWN August 15

Approved By: _____ Date _____
City Council
By: City Clerk

Adopted by Council: 04-03-06

Revised 09-07-21

Policy # 06-002

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 25, 2022
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. One incumbent Trustee has agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 12th. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org



We love where you live.

THE CANDIDATES
Four-year terms beginning October 1, 2022



Lee Kilbourn, Mayor, City of Auburn

Lee Kilbourn has been mayor of Auburn since 2011 and is past president of the Michigan Association of Mayors. He previously served as mayor when elected in 1981. Kilbourn has served on several community organizations and the Auburn-Williams Fire District for 25 years. He is currently a member of the Auburn-Williams Lions Club, the Auburn Downtown Development Authority, and the Auburn-Williams Intergovernmental Committee. Kilbourn graduated from Oral Roberts University with a bachelor's degree in business. He and his wife, Kathy, are second generation owners of their family's 57-year-old furniture business and proud grandparents of two children. Lee is seeking election to his second term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2022

Vote for one Trustee by marking the line to the left of the name for a four-year term beginning October 1, 2022.

____ Lee Kilbourn, Incumbent
Mayor, City of Auburn

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature

Date:

**Ballot deadline:
August 12, 2022**



QUOTATION

City of Caro
317 South State Street
Caro, MI 48723

QUOTE # _____ DLC 2022-0607-1

Attn: Mr. Matt Lane

DATE _____ June 7, 2022

REFERENCE _____ Well 3A Abandonment

Mobilize to site with 2 man crew support truck and pump hoist rig. Install tremme pipe in the well and utilize neat cement to abandon the well. We will fill the well up to the top of the casing and put a cement cap on top. Once the plugging has been successfully completed, an abandonment log will be submitted to EGLE and the City of Caro for your records.

Estimated labor and materials to complete the above tasks \$14,500.00

Note: This proposal does not include removing any piping or the foundation. This proposal is separate from the already completed work.

Total: \$14,500.00

ACCEPTED BY _____

TITLE _____

DATE _____

PEERLESS-MIDWEST, INC.

DC Coulier

DC Coulier, Project Manager



QUOTATION

City of Caro
317 South State Street
Caro, MI 48723

QUOTE # DLC 2022-0329-3

Attn: Mr. Matt Lane

DATE March 29, 2022

REFERENCE Well No. 6 Piping Upgrade

Mobilize to site with 2 man crew and support truck. Remove existing piping from the tee to the pump discharge. This will give us a clean slate and allow for piping reconfiguration. We will move the check valve back to the pump discharge and the injection point down stream of the meter. This will involve new spool pieces, a dresser coupling, thread all rod, bolts, gaskets, tie bar restraints, updated sampling point, jack stand, and potentially a welded piece to help make up some of the deflection so to not put to much strain on the pump discharge.

Estimated labor and travel to complete the above tasks	\$3,980.00
Parts to complete the piping project as listed above	\$4,364.11

Note: It is assumed that the new injection corp and associated piping will be completed and purchased by the City.

Due to market volatility on materials, this quote is valid for 30 days from date of issue.

Total: \$8,344.11

ACCEPTED BY _____
TITLE _____
DATE _____

PEERLESS-MIDWEST, INC.
DC Coulier
DC Coulier, Project Manager

EMPLOYMENT AGREEMENT

The Agreement made and entered into this ___ day of JULY, 2022 by and between the City of Caro, a Municipal Corporation of the State of Michigan, hereinafter referred to as "City", and Thomas Reese hereinafter referred to as "Director of Public Works" or "Director," whose first day of employment by the City of Caro will be on the 1st day of August, 2022.

Whereas, Director of Public Works understands that he will be employed on an "at will status" for a three (3) year term for the City of Caro, serving at the pleasure of the City Manager and shall be subject to removal by the City Manager with or without cause, and

Whereas, The Director and City desire to have an employment Agreement, hereinafter referred to as "Agreement" which specifies his compensation for a period of three (3) years, but the Director fully understands and acknowledges that even though the terms and conditions hereinafter set forth may be for a three (3) year period there is no promise of the City to definite term of employment and with the expectation that the Director will still be employed and the terms of employment are as hereinafter set forth. Both parties fully understand that said contract is for a three (3) year period and nothing in said Agreement shall be nor is intended to be construed to make said employment other than an "at will status" with the Director of Public Works at the pleasure of the City Manager, who has the power of termination with or without cause.

Now, Therefore, in consideration of the mutual covenants and promises of the parties, It Is Agreed As Follows:

1. Duties: The Director of Public Works shall be the Operating and Administrative Head of the Department of Public Works, which shall include the drinking water system; streets, alleys, parks and municipal parking lots and sanitary/storm sewer collection system, and shall conduct, manage and discharge the duties of the position to the best of his ability, all the duties imposed by the United States, State of Michigan, the Home Rule Cities Act, the Caro City Charter, City of Caro Code of Ethics, the City Manager, policies and procedures enacted by the City, and the City of Caro Director of Public Works job description, as may be amended.

Responsibilities: The Director of Public Works shall be responsible to the City Manager for administration of the department including planning, organizing, directing, controlling, reporting, and coordinating departmental operations, and to work cooperatively with other City departments and applicable agencies, and those businesses, vendors, service providers, organizations and citizens that do business with, or are served by the City. The Director is required to obtain and maintain in good standing all required licenses for the maintenance and operation of the drinking water systems within one two (2) years of hire, or other reasonable timeframe approved by the City Manager. Licenses required are S2 Water Distribution, D2 Limited Treatment. *Failure to obtain the required licensure within two (2) years, or a reasonable timeframe as approved by the City Manager, will constitute for-cause termination.* Commercial Driver's License, Construction Storm Water Certification, and Wastewater Class B licenses are encouraged but not required.

2. Compensation: In the event that the Director of Public Works is employed by the City, his salary will be payable in equal increments according to the City's regular payroll cycle.
 - a. Base pay for this position
 - b. Level 1 (S3, D3 or below)
 - c. Level 2: all required licenses (S2, D2 or above)

Compensation Table:

	Base	Level 1	Level 2
August 1, 2022 to June 30, 2023:	\$68,640	\$72,640	\$76,640
July 1, 2023 to June 30, 2024:	\$70,699	\$74,819	\$78,939
July 1, 2024 to June 30, 2025	\$72,820	\$77,064	\$81,307

3. Holidays: The Director of Public Works shall receive the same holidays as the other non-represented City Department Heads.
4. Pension: The City agrees to allow the Director of Public Works to participate in the established employee's retirement plan (ICMA 457). The City will pay on behalf of the Director of Public Works into the established employees' pension plan (ICMA 401A) account based on seven percent (7%) of Director of Public Works annual base wage as employee's earnings accrue only and excluding all fringe benefits. The Director of Public Works agrees to pay into said retirement program (ICMA 457) 1% of his wages as a match towards the City contribution. If Director of Public Works chooses to place 2% of base wages within the before mentioned pension plan then the City shall contribute 8% of base wages towards said retirement plan. If Director of Public Works chooses to place 4% of base wages within the before mentioned pension plan then the City shall contribute 10% of base wages towards said retirement plan.
5. Disability and Life Insurance: Disability and Life Insurance during employment with the City shall be furnished to Director of Public Works as stated in the Plan Document and is the same for all other City of Caro employees. Additionally, the Director of Public Works is entitled to worker's compensation coverage should he be injured on the job the same as other employees of the City.
6. Health Insurance: During his employment as Director of Public Works, the City agrees to provide medical/hospital/health insurance for Director and his dependents as defined in the Plan Document and to other City Department Heads. If Director of Public Works desires to receive medical/hospital/health insurance through the City of Caro, his monthly premium contribution shall be twenty percent (20%) of actual premium cost as outlined in Michigan Public Act 152 of 2011. The City reserves the right to modify the health insurance coverage in accordance with plan changes implemented for other non-represented personnel or the health insurance payment in lieu of.
7. Death or Incapacitation During Term of Employment: If the Director of Public Works dies, the City shall pay to his estate all the compensation which would otherwise be payable to the Director of Public Works up to the date of his death. If the employee becomes medically incapacitated, the City shall pay to the Director of Public Works all compensation owed to the employee. Agreement shall terminate as of said date of death or incapacitation. As used herein, compensation means all wages owed to the Director of Public Works up to the date of death and all unused vacation and sick time up to the date of death.
8. Vacation: The City agrees to furnish the Director of Public Works with one hundred sixty (160) hours of paid vacation per year effective the anniversary date of hire. Said one hundred sixty (160) hours shall continue until reaching such higher amount of annual vacation hours as stated with the Caro Employee Handbook or as changed within this Agreement. Notwithstanding anything contained herein to the contrary, the maximum carryover from one year to the next shall be forty (40) hours. All accumulated vacation hours shall be paid to him upon termination of employment if

Director of Public Works has given thirty (30) days advanced notice. Upon retirement the Department Head shall be paid for accrued vacation pay per the City of Caro Employee Handbook

9. Sick Pay: Director of Public Works shall be entitled to twelve (12) sick days per year. Said sick days shall accumulate at the rate of eight (8) hours during each month of this Agreement up to a maximum of two hundred and forty (240) hours. Upon termination of employment Director of Public Works shall be paid for fifty percent (50%) of unused sick leave hours, up to a maximum of two hundred and forty (240) hours at then Director of Public Works current rate of pay if Director of Public Works has given fourteen (14) day notice on or before expiration of contract; provided however, that in the event employment is terminated for misfeasance or malfeasance of Director of Public Works, there will be no payment by the City to Director of Public Works for unused accumulated sick pay. Upon retirement the Department Head shall be paid for accrued sick pay per the City of Caro Employee Handbook.
10. Work Schedule: Director of Public Works shall normally work eighty (80) hours bi-weekly as assigned by the City Manager; however, it is understood that there will be occasions when the Director of Public Works will have unusual hours due to emergencies, special events or other needs of the City requiring the attention of the Director. Understanding this, the Director will be permitted to take "flex" time as time off during normal office hours to maintain a balanced forty (40) hour work week or eighty (80) hour bi-weekly pay period. "Flex" is not measured for accumulation and as such, Director shall not be reimbursed for any unused "flex" time, nor is it considered a liability to the City for accounting purposes.
11. Work Rules: City reserves the right to publish and enforce reasonable work rules, policies and regulations as long as the terms thereof are not in violation of any term of this Agreement, further provided that said work rules will be in writing. Said work rules shall go into effect upon personal service of said rules on Director of Public Works. Within this Agreement it is also understood that all other work rules outside of those expressly provided within this Agreement shall be referred to all City Departments, regulations, and those contained within the City of Caro Employee Handbook including but not limited to an annual performance review by the City Manager.
12. Professional Development: The City agrees to pay for any and all classes attended by the Director of Public Works that are required for his employment and agreed on by the Director of Public Works and the City Manager.
13. Uniforms and Equipment: The City shall furnish Director of Public Works with the necessary uniforms and equipment to perform his duties. The annual uniform allowance shall be a reimbursement of no more than \$300.00 annually to be spent between July 1st and June 30th of each year.
14. Communications: The City will provide a \$50/month cell phone allowance to the Director of Public Works so that he can be contacted as necessary, even during non-work hours.
15. Business Expenses: Upon the approval of the City Manager, the City shall reimburse Director of Public Works for any City business related expenses that he has paid out of his personal funds.
16. Termination of Agreement: This Agreement is for a three (3) year term as hereinbefore mentioned because the Director of Public Works is employed "at will status" and serves only at the pleasure of the City Manager. However, in the event that the employment of the Director of Public Works is terminated without cause prior to June 30, 2025, the City agrees that it shall give the Director of

Public Works sixty (60) calendar days severance pay based upon the rate of pay in effect in this contract at the time of severance. In the event the Director of Public Works decides to terminate his employment, then the severance pay hereinbefore mentioned for said sixty (60) calendar days is not applicable, and there shall be no 'severance pay'. In the event that the Agreement is terminated resulting in the severance of employment of the Director of Public Works for malfeasance, nonfeasance or other form of misconduct in office, including violation of the City of Caro Code of Ethics, then there shall be no severance payment.

17. Voluntary Separation (Resignation or Retirement): Director of Public Works shall notify the City in writing fourteen (14) days prior to voluntarily terminating employment with the City if said voluntary termination is before June 30, 2025. Upon termination of employment, Director of Public Works shall have the responsibility for turning in all equipment and property belonging to the City.
18. Indemnification: City shall defend, save harmless and indemnify Director of Public Works against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Director of Public Works duties for the City of Caro with such duties to include all obligations and commitments as hereinbefore set forth in this Agreement. City will pay the amount of any settlement of judgment rendered thereon; provided, however that nothing herein shall obligate the City to pay the costs of defending any criminal action brought by any state or federal authority.
19. Duration of Agreement: As hereinbefore set forth this Agreement is for a three (3) year term as hereinbefore mentioned because the Director of Public Works is employed on an "at will status"; however, as set forth in the Agreement, the parameters of this Agreement encompasses a period beginning August 1, 2022 and ending on June 30, 2025.
20. Prior Agreements: All prior Agreements pertaining to, connected with or arising in any manner out of employment of Director of Public Works, including, but not limited to prior employment Agreements, either oral or in writing, between the parties are hereby terminated and shall hereafter be of no force or effect whatsoever.
21. Governing Law: The Agreement and the construction and interpretation hereof shall at all times and in all respects be governed by the laws of the State of Michigan.
22. Entire Agreement: The parties agree that this Agreement contains the entire Agreement and understanding by and between the City of Caro and Director of Public Works with respect to employment of Director of Public Works and no representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or any other time.
23. Savings: The parties agree that should any part of this Agreement be rendered or declared invalid or illegal by legislation, decree of court of competent jurisdiction, National Labors Relations Board or other established, or to be established, governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

In Witness Whereof, the parties have hereunto executed this Agreement this _____ day of _____, 2022.

Thomas Reese, Director of Public Works

Matthew S. Lane, City Manager

Joseph Greene, Mayor

Rita Papp, Clerk

Date of Issuance:	<u>7/8/2022</u>	Effective Date:	<u>7/8/2022</u>
Owner:	<u>City of Caro</u>	Owner's Contract No.:	<u>N/A</u>
Contractor:	<u>Pyramid Paving Company</u>	Contractor's Project No.:	<u>N/A</u>
Engineer:	<u>ROWE Professional Services Company</u>	Engineer's Project No.:	<u>21L0030</u>
Project:	<u>2021 Local Street Paving Project</u>	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:
 Balance quantities that have been completed.
 Additional work to repair HMA base on Lincoln Street (2022 work).
 Extend the Completion date as Lincoln Street couldn't be finished last year.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>(note changes in Milestones if applicable)</i>
Original Contract Price: \$ 445,526.50	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: <u>10/22/2021</u> dates
Net Increase from previously approved Change Orders: \$ 17,623.10	Net Increase from previously approved Change Orders: Substantial Completion: _____ Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 463,149.60	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>10/22/2021</u> dates
Increase of this Change Order: \$ 25,017.40	Increase of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>259</u> days
Contract Price incorporating this Change Order: \$ 488,167.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: <u>7/8/2022</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Mike Carpenter</u> <small>Digitally signed by Mike Carpenter Date: 2022.07.14 14:58:25 -04'00'</small>	By: _____ Owner (Authorized)	By: <u>Chad Weiss</u> <small>Digitally signed by Chad Weiss DN: c=US, o=State of Michigan, email=chad@pyramidpaving.com, cn=Chad Weiss Date: 2022.07.13 11:58:35 -04'00'</small>
Title: _____	Title: _____	Title: <u>Estimator</u>
Date: _____	Date: _____	Date: <u>7/13/22</u>
Approved by Funding Agency (if applicable)		
By: _____		Date: _____
Title: _____		

City of Caro - 2021 Local Street Paving Project
 Pyramid Paving Company
CHANGE ORDER #2
 Date: 7-8-22
 Project No: 21L0030



**ROWE PROFESSIONAL
 SERVICES COMPANY**

128 N. Saginaw Street, Lapeer, MI 48446

WORK DESCRIPTION	ORIGINAL CONTRACT QUANTITY	C.O. #1 CONTRACT QUANTITY	C.O. #2 CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
Bid Items						
Maintaining Traffic	1	1	1	LSUM	\$48,000.00	\$0.00
Pavt, Rem	140	146	146	Syd	\$10.00	\$0.00
Roadway Earthwork	1	1	1	LSUM	\$17,500.00	\$0.00
Soil Erosion and Sedimentation Control	1	1	1	LSUM	\$3,000.00	\$0.00
HMA Base Crushing and Shaping	16150	16150	16150	Syd	\$1.50	\$0.00
HMA, 3C	2390	2436	2574	Ton	\$63.35	\$8,742.30
HMA, LVSP	1600	1600	1658	Ton	\$73.45	\$4,260.10
Curb and Gutter, Conc, Replacement	1000	1039	1039	Ft	\$38.00	\$0.00
Driveway, Nonreinf Conc, 6 inch, Replacement	150	126	126	Syd	\$55.00	\$0.00
Aggregate Surface Cse	500	298	298	Ton	\$29.00	\$0.00
Pavement Markings	1	1	1	LSUM	\$3,125.00	\$0.00
Turf Establishment	1	1	1	LSUM	\$5,000.00	\$0.00
Gate Box, Adj, Case 1, with Concrete Collar	5	5	7	Ea	\$450.00	\$900.00
Dr Structure Cover, Adj, Case 1	2	2	0	Ea	\$500.00	(\$1,000.00)
Dr Structure Cover, Adj, Case 1, with Concrete Collar	11	11	10	Ea	\$850.00	(\$850.00)
Dr Structure, Adj, Add Depth, Over 12 inches	5	5	0	Ft	\$200.00	(\$1,000.00)
Additional Work Items						
Driveway, Reinf Conc, 8 inch, Replacement	0	32	32	Syd	\$95.00	\$0.00
Sidewalk Conc, 4 inch, Replacement	0	365	365	Sft	\$9.00	\$0.00
Sidewalk Ramp, Conc, Replacement	0	282	282	Sft	\$10.00	\$0.00
Detectable Warning Surface	0	30	30	Ft	\$50.00	\$0.00
Roadway Earthwork - Parking Area	0	1	1	LSUM	\$1,700.00	\$0.00
Base Repairs on Lincoln Street - 2021	0	1	1	LSUM	\$8,000.00	\$0.00
Base Repairs on Lincoln Street - 2022	0	0	1	LSUM	\$9,520.00	\$9,520.00
Maintaining Traffic - 2022 work	0	0	1	LSUM	\$4,445.00	\$4,445.00
GRAND TOTAL						\$25,017.40



Contractor's Application for Payment No. 2 Final

Application Period: July 8, 2022 From (Contractor): Pyramid Paving and Contracting Contract:	Application Date: July 8, 2022 Via (Engineer): ROWE Professional Services Company Engineer's Project No.: 21L0030
To (Owner): City of Caro Project: 2021 Local Street Paving Project	Contractor's Project No.: N/A
Owner's Contract No.: N/A	

Application For Payment - Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
	1	\$17,623.10		
	2	\$25,017.40		
TOTALS				\$0.00
NET CHANGE BY				\$42,640.50
CHANGE ORDERS				

1. ORIGINAL CONTRACT PRICE.....	\$445,526.50
2. Net change by Change Orders.....	\$42,640.50
3. Current Contract Price (Line 1 + 2).....	\$488,167.00
4a. TOTAL COMPLETED TO DATE.....	\$488,167.00
4b. TOTAL STORED TO DATE.....	\$0.00
5. RETAINAGE:	
a. 0% <input checked="" type="checkbox"/> \$488,167.00 Current Contract.....	\$0.00
b. 0% <input checked="" type="checkbox"/> \$0.00 Stored Material.....	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4a + 4b - Line 5.c).....	\$488,167.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$358,470.47
8. AMOUNT DUE THIS APPLICATION.....	\$129,696.53
9. BALANCE TO FINISH, PLUS RETAINAGE (current contract - work to date + Line 5.c above).....	\$0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature _____

By: **Chad Weiss** Digitally signed by Chad Weiss
DN: c=US, o=State of Michigan, email=chad@pyramidpaving.com, cn=Chad Weiss
Date: 2022.07.13 11:59:16 -0400

Date: _____

Payment of: \$ 129,696.53
 (Line 8 or other - attach explanation of the other amount)

Digitally signed by Mike Carpenter
 Date: 2022.07.14 14:56:53

is recommended by: Carpenter (Date) _____
 ROWE Professional Services Company

Payment of: \$ 129,696.53
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
 (Owner)

Approved by: NA (Date) _____
 Funding or Financing Entity (if applicable)

City of Caro - 2021 Local Street Paving Project
 Pyramid Paving Company
PAY APPLICATION #2 - Final
 Date: 7-8-22
 Project No: 21L0030



**ROWE PROFESSIONAL
 SERVICES COMPANY**

128 N. Saginaw Street, Lapeer, MI 48446

WORK DESCRIPTION	CURRENT CONTRACT QUANTITY	AUTH	UNIT	QUANTITY PERIOD #1	QUANTITY PERIOD #2	QUANTITY TO DATE	UNIT PRICE	AMOUNT
Maintaining Traffic	1		LSUM	0.9	0.1	1	\$48,000.00	\$48,000.00
Pavt, Rem	146	1	Syd	146	0	146	\$10.00	\$1,460.00
Roadway Earthwork	1		LSUM	1	0	1	\$17,500.00	\$17,500.00
Soil Erosion and Sedimentation Control	1		LSUM	1	0	1	\$3,000.00	\$3,000.00
HMA Base Crushing and Shaping	16150		Syd	16150	0	16150	\$1.50	\$24,225.00
HMA, 3C	2574	2	Ton	2436	138	2574	\$63.35	\$163,062.90
HMA, LVSP	1658	2	Ton	743	915	1658	\$73.45	\$121,780.10
Curb and Gutter, Conc, Replacement	1039	1	Ft	1039	0	1039	\$38.00	\$39,482.00
Driveway, Nonreinf Conc, 6 inch, Replacement	126	1	Syd	126	0	126	\$55.00	\$6,930.00
Aggregate Surface Cse	298	1	Ton	298	0	298	\$29.00	\$8,642.00
Pavement Markings	1		LSUM	0	1	1	\$3,125.00	\$3,125.00
Turf Establishment	1		LSUM	0.9	0.1	1	\$5,000.00	\$5,000.00
Gate Box, Adj, Case 1, with Concrete Collar	7	2	Ea	2	5	7	\$450.00	\$3,150.00
Dr Structure Cover, Adj, Case 1	0	2	Ea	0	0	0	\$500.00	\$0.00
Dr Structure Cover, Adj, Case 1, with Concrete Collar	10	2	Ea	3	7	10	\$850.00	\$8,500.00
Dr Structure, Adj, Add Depth, Over 12 inches	0	2	Ft	0	0	0	\$200.00	\$0.00
Additional Work Items								
Driveway, Reinf Conc, 8 inch, Replacement	32	1	Syd	32	0	32	\$95.00	\$3,040.00
Sidewalk Conc, 4 inch, Replacement	365	1	Sft	365	0	365	\$9.00	\$3,285.00
Sidewalk Ramp, Conc, Replacement	282	1	Sft	282	0	282	\$10.00	\$2,820.00
Detectable Warning Surface	30	1	Ft	30	0	30	\$50.00	\$1,500.00
Roadway Earthwork - Parking Area	1	1	LSUM	1	0	1	\$1,700.00	\$1,700.00
Base Repairs on Lincoln Street - 2021	1	1	LSUM	1	0	1	\$8,000.00	\$8,000.00
Base Repairs on Lincoln Street - 2022	1	2	LSUM	0	1	1	\$9,520.00	\$9,520.00
Maintaining Traffic - 2022 work	1	2	LSUM	0	1	1	\$4,445.00	\$4,445.00
							GRAND TOTAL	\$488,167.00



July 6, 2022

Mr. Matthew Lane, City Manager
City of Caro
317 S State Street
Caro, MI 48723

RE: Gilford Road Resurfacing Project
Construction Engineering Services Proposal

Dear Mr. Lane:

ROWE Professional Services Company is pleased to submit this Construction Engineering Services Proposal for the above-referenced project. As you are aware, ROWE completed the design phase of this project and has a solid understanding of the overall project scope. The project will be funded through the Michigan Department of Transportation (MDOT) Small Urban funds with the required match funding coming from the city.

The project consists of resurfacing Gilford Road from the west city limits to Fremont Street and will include cold milling the existing HMA pavement for a 3-inch HMA overlay, gravel shoulders, sign replacement, pavement markings and related work.

The project has been led by MDOT, and Ace-Saginaw Paving Company from Saginaw is the low bidder. MDOT will work directly with the contractor and will award the project once all the required paperwork is completed.

ROWE's proposal includes providing Construction Engineering in accordance with MDOT Local Agency Program (LAP) requirements.

SCOPE OF WORK

We offer the following scope of services for your consideration:

- Coordinate and attend pre-construction meeting.
- Provide full-time construction observation and engineering to monitor the Contractor's compliance with the plans and specifications and the general quality of work performed.
- Record progress of work and pay items completed on MDOT forms.
- Provide construction staking (by engineering).
- Provide bi-weekly estimates of contract pay items and contract modifications, when needed, for the city's review and approval. These documents will be prepared using the required MDOT software called "Field Manager/Field Book" on the MDOT platform called "Project Wise."

Lapeer, MI: 128 N. Saginaw Street, 48446 | Phone: (810) 664-9411

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

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

- Provide MDOT required material testing, including aggregate and HMA materials, and density of aggregate and HMA.
- Review contractor's certified payrolls and conduct wage rate interviews.
- Coordinate and attend progress meeting to monitor the progress of the project and prepare and distribute meeting minutes. One meeting is anticipated.
- Coordinate and attend the post-construction review with the Owner and MDOT. Prepare, issue, and monitor progress of punch list items.
- Prepare files for MDOT audit.

SCHEDULE

Once the project is awarded by MDOT, the contractor is required to submit a progress schedule detailing their planned work tasks and dates.

1. *Construction Duration* – Although a progress schedule has not yet been provided by the contractor, ROWE anticipates the major items of work to be constructed from August 8, 2022, to September 9, 2022. It is also anticipated that a partial week will be needed before and/or after the major work is constructed; therefore, our proposed budget is based on the following:
 - Full-time construction observation – 250 hours (for 4 full weeks at an anticipated 55 hours per week plus time to attend the pre-construction meeting, mark traffic control and removal limits prior to start of construction).
 - Office Technician – 91 hours (to review weekly payrolls and process required MDOT paperwork including material certifications plus time to prepare the files for an MDOT audit and project close out).
 - Construction Engineering – 96 hours (coordination with MDOT, Owner and Contractor and to provide field assistance plus time to attend the pre-construction meeting, review shop drawings staking for signage and pavement markings, and attend the progress meeting).
 - Contract Administration – 30 hours (to include project management, coordination, paperwork, and meetings).
 - Density Testing of Aggregate Base and Shoulders– 3 days third party – estimated fee of \$2,000.
 - HMA Pavement Density Testing and Sampling – 4 days third party – estimated fee of \$3,000.
 - Laboratory Material Testing of Aggregate and HMA – estimated fee of \$3,500.

COMPENSATION:

ROWE proposes to provide these services with an estimated fee of \$61,600. This fee is consistent with the fee outlined in the budgetary project cost opinion presented to the city in March of 2021.

The proposed fees are inclusive of all costs as ROWE does not invoice separately for travel, mileage, per diem, reproductions, etc.

Mr. Matthew Lane, City Manager
July 6, 2022
Page 3

ROWE appreciates the opportunity to provide construction engineering services to the City of Caro for your infrastructure improvement project. If you have any questions or concerns, please contact me at (810) 664-9411.

Sincerely,
ROWE Professional Services Company

Mike

Carpenter

Michael C. Carpenter
Project Administrator

Digitally signed by Mike
Carpenter
Date: 2022.07.06
14:50:13 -04'00'

r:\projects\2110090\docs\proposal and contract\const eng\gilford rd const services proposal.docx

Halfway Fence Company
1175 S Lackie Rd
Bad Axe, MI 48413
(989) 269-4070
halfwayfence@gmail.com
halfwayfenceco.com



Estimate

ADDRESS

TUSCOLA CO. FAIRGROUNDS
Tanya Batschke
(989) 673-3323
188 Park Drive
Michigan, MI 48723

ESTIMATE # 3057
DATE 06/28/2022

ACTIVITY

AMOUNT

PHASE ONE - EAST + WEST OF GRANDSTAND

Labor and Materials

EAST SIDE - WHITE GALVESTON + CHESTERFIELD

Furnish and install and install approx. 25' of 8' high white Galveston vinyl privacy fence at East Grandstand Entrance and approx. 472' of 6' high white Chesterfield vinyl privacy fencing with 1 - 100" double drive gate at Merchant Building with gate post stiffeners, nylon key entry hardware, drop rod kit, along with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete. LABOR + MATERIALS = \$56,650.00

EAST SIDE - WHITE GALVESTON + CLAY CHESTERFIELD = \$61,050.00

Labor and Materials

WEST SIDE - CHESTERFIELD

Furnish and install approx. 112' of 6' high white Chesterfield vinyl privacy fencing on the west side of bleachers to second electric pole with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete.

LABOR + MATERIALS = \$ 10,850.00

WEST SIDE IN CLAY CHESTERFIELD = \$12,450.00

HFCO proposes to furnish material and labor - in accordance with the above specifications, for the amount noted. Any alteration/deviation from the above specifications will become an extra charge over the estimate. Any unforeseen conditions at the time of installation that disrupt the project either by cost or time delay must be compensated with an extension of time, payment for direct cost, and additional overhead and profit to complete the project. We do not provide any landscaping services needed to complete the project. HFCO is not liable for any accidents that occur due to underground utilities that are not properly marked either by Miss Dig, the utility company or by the client. All permits are the responsibility of the owner. ACCEPTANCE OF PROPOSAL

TOTAL

The above specifications and total amount of our investment are satisfactory and we hereby accept this proposal. We understand that any permits for the property are our responsibility. HFCO is authorized to do the work as specified.

Existing Areas

Halfway Fence Company
1175 S Lackie Rd
Bad Axe, MI 48413
(989) 269-4070
halfwayfence@gmail.com
halfwayfenceco.com



Estimate

ADDRESS

TUSCOLA CO. FAIRGROUNDS
Tanya Batschke
(989) 673-3323
188 Park Drive
Michigan, MI 48723

ESTIMATE # 3058
DATE 06/28/2022
EXPIRATION DATE 07/22/2022

ACTIVITY

AMOUNT

PHASE TWO - OPTIONS WEST OF GRANDSTAND/BIETH PARK SIDE

Labor and Materials

WEST - 48' CHESTERFIELD ELECTRIC POLE TO PINE TREE

Furnish and install and install approx. 48' of 6' high white Chesterfield vinyl privacy fencing with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete. LABOR + MATERIALS = \$4,885.00

CLAY CHESTERFIELD = \$6,150.00

Labor and Materials

WEST - 192' CHESTERFIELD ELECTRIC POLE TO SPLASH PAD

Furnish and install and install approx. 192' of 6' high white Chesterfield vinyl privacy fencing with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete. LABOR + MATERIALS = \$19,500.00

CLAY CHESTERFIELD = \$22,500.00

Labor and Materials

WEST - 328' CHESTERFIELD ELECTRIC POLE TO GREEN SHED

Furnish and install and install approx. 328' of 6' high white Chesterfield vinyl privacy fencing with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete. LABOR + MATERIALS = \$32,950.00

CLAY CHESTERFIELD = \$38,570.00

Labor and Materials

GREEN SHED TO NW CORNER

Furnish and install and install approx. 208' of 6' high white Chesterfield vinyl privacy fencing with aluminum post stiffeners, 5" x 5" vinyl posts, external flat caps, and all hardware and materials included. Posts set in concrete. LABOR + MATERIALS = \$21,580.00

CLAY CHESTERFIELD = \$24,500.00

HFCO proposes to furnish material and labor - in accordance with the above specifications, for the amount noted. Any alteration/deviation from the above specifications will become an extra charge over the estimate. Any unforeseen conditions at the time of installation that disrupt the project either by cost or time delay must be compensated with an extension of time, payment for direct cost, and additional overhead and profit to complete the project. We do not provide any landscaping services needed to complete the project. HFCO is not liable for any accidents that occur due to underground utilities that are not properly marked either by Miss Dig, the utility company or by the client. All permits are the responsibility of the owner. ACCEPTANCE OF PROPOSAL

TOTAL

Additional Areas

CITY OF CARO

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

317 South State Street
Caro MI 48723
Phone 989-673-7671
Fax 989-673-7310
Website www.carocity.net

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

MEMORANDUM

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

NEW:

- Returned to office after having COVID-19.
- Planning Commission Meeting for July 12 was Cancelled
- July DDA meeting was cancelled
- Attended July 5th City Council meeting virtually
- DPW is reading meters for first billing cycle of the new fiscal year
 - This bill will include all rate changes and the implementation of the RTS fee.
- Bathrooms at Bieth Park are 99% complete.
- POLC and GELC Collective Bargaining Agreements have been settled
- House Demolitions are underway
- I have appointed Lauren Amellal to the position of Director of Development and Strategic Initiatives, as of July 11th. She has hit the ground running.
- Gilford Road project is moving forward. We are working to set up a pre-construction meeting with MDOT and the contractor.
- Working with Rowe to initiate the water well site location process.
 - Facilitated by Rowe, I met with Wood Environment and Infrastructure Solutions to discuss the water supply evaluation and will be engaging them to begin the due diligence process. I have decided to engage a third-party independent consultant for this process instead of working directly with the well-drilling companies. This will provide the City with more control over the due diligence process and it will allow the city to engage in a competitive bidding process for the drilling phases of the project moving forward.
- Working with EDC on plant rehabilitation district.
 - Notices went out to taxing jurisdictions
 - Notice has been published in the paper
 - EDC is working with assessor to determine value details
 - Public hearing set for July 18
- Sidewalk process is underway.
 - Estimates have gone out
 - Necessity public hearing is complete
 - Estimated tax roll hearing is next
 - Working with Rowe to Bid out the project

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IN PROGRESS:

- ALDI
 - Development In Progress
- Continuing discussions with MMR regarding EMS service.
- 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.
 - Still in progress
- Marshalls
 - Construction is underway
- Digester Cover/Plant Upgrades
 - Working with internal utility group to discuss options for further action

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)
- City Staff to pursue proposals for City Hall HVAC upgrades
- Working with a new business interested in coming to Caro. They are planning to go into the strip ball near VG's.

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

- Processed 3 FOIA’s during this period.
- Continuing to review Boards and Commission Appointment vacancies.
- Planning Commission has 2 vacant seats. Posted vacancies on city website. No application received as of the date of this meeting.
- Applied for a grant through MMRMA to cover ½ cost of Michigan Association of Municipal Clerks Summer Conference. Will be decided on July 10, 2022.
- Starting the process of preparing for the August 2, 2022 Primary Election. 705 absentee ballot applications mailed June 2, 2022. Ballots picked up Wednesday, June 15, 2022. Ballots were mailed on June 21, 2022. Absentee Ballot applications and ballots are available in my office.
- Attended and chaired the Election Commission Meeting on June 30, 2022.
- Performed Preliminary Testing of election equipment July 15, 2022. Public Testing is scheduled for July 22, 2022 at 9:00 a.m.
- Posted the vacancy on the Council due to the resignation of Kory Batschke, June 9, 2022 in the Tuscola County Advertiser. Due date is July 13, 2022 at 4:00 p.m. Applicants will be interviewed at a special meeting prior to August 3, 2022 and appointed until November 2024. Six applicants have been received as of the date of this report.
- Resignation letter from Tisha Jones-Holubec has not been received as of typing this report.
- Posted the upcoming vacancies on the Council due to November 8, 2022 elections. Council Members (3) and Mayor (1). Nominating petitions are available in my office. Filing due date: July 26, 2022 at 5:00 p.m.
- Posted the City Manager’s position in the Tuscola County Advertiser per Council’s request. Due date July 1, 2022 at 5:00 p.m. Two applications received as of date of this report. Interviews are scheduled for July 19, 2022 at 6:00 p.m.
- Attended the Tuscola County Clerk’s Association meeting July 14, 2022.
- Attended Chamber After Hours at the Brentwood on July 14, 2022.
- Attended the Splash Zone Celebration on July 14, 2022.

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TO: City Council
City Manager – Matt Lane
FROM: Michele Perry, Treasurer
SUBJECT: Treasurer’s Report
DATE: July 12, 2022

- Attended the City Council meetings on July 5th.
- Attended POLC & GELC union negotiations from 9 am to 7:15 pm on June 22nd.
- Sent out estimated sidewalk replacement notices to the residents with upcoming sidewalk projects. Assisted with setting up the public hearing and open house for the sidewalk project.
- Preparing for the upcoming audit the starting the week of August 8th, 2022.
- Sent out the summer property tax bills to the escrow companies.
- Our summer property tax bills were printed, stuffed and mailed by KCI to all residents on July 1st.
- 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.
- Assisted in covering the front desk during staff lunches and vacations.

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MEMORANDUM

TO: City Council
FROM: Michele Perry, City Treasurer
DATE: July 13, 2022
RE: Investment report

The investment report included in the council meeting packet is for the 4th quarter of the fiscal year ended 06/30/2022.

The 1st quarter of the fiscal year ended 06/30/2022 we started to invest in certificates of deposits using a ladder strategy (ie... 3, 6, 9, and 12 months) to not tie up our surplus funds at a low interest rate. At that time the interest rates were low and have slowing started to increase so we have been able to reinvest the funds at a little bit higher interest rates at each renewal. I hope this trend continues and I will be able to get greater returns on the investments.

As of June 30, 2022 we have funds in the banking institutions:

Huntington
Frankenmuth Credit Union
Independent Bank
Northstar Bank
Team One Credit Union

City of Caro

4th Quarter Investment Report

For Fiscal Year 2021-2022

Date: July 12, 2022

To: City Council

From: Michele Perry, City Treasurer

Financial Institute	Term	Interest/Dividend Rate	Balance as of 6/30/22	Maturity Date	Total
Huntington					
1009 Business Checking			13,345.14		
1038 Municipal Now Checking 2			1,032,115.22		
7279 Certificate of Deposit	90 days	0.01%	105,652.63	9/16/2022	
9969 Certificate of Deposit	90 days	0.45%	268,268.22	8/30/2022	
9998 Certificate of Deposit	180 days	0.65%	268,268.22	11/28/2022	
0013 Certificate of Deposit	271 days	0.80%	268,268.22	2/27/2023	
0026 Certificate of Deposit	365 days	1.00%	268,268.22	6/1/2023	
0797 Certificate of Deposit	1 month	0.50%	157,123.36	7/22/2022	
					2,381,309.23
Frankenmuth Credit Union					
Regular Savings		0.02%	2,205.59		
Business Savings		0.10%	23.77		
Five Star Checking		0.15%	2,260,604.76		
Two Star Checking		0.00%	0.00		
300 Certificate of Deposit	13 months	1.15%	268,576.51	7/27/2023	
301 Certificate of Deposit	13 Months	0.38%	162,732.63	4/29/2023	
302 Certificate of Deposit	6 months	0.70%	230,171.09	12/28/2022	
303 Certificate of Deposit	18 months	0.30%	230,344.24	6/29/2023	
304 Certificate of Deposit	9 months	0.60%	230,688.95	9/29/2022	
305 Certificate of Deposit	12 months	0.25%	230,286.84	12/29/2022	
308 Certificate of Deposit	3 months	0.70%	268,576.51	9/27/2022	
					3,884,210.89
Independent Bank					
9354 Certificate of Deposit	12 months	0.80%	230,140.30	6/9/2023	
9363 Certificate of Deposit	9 months	0.15%	230,000.00	9/9/2022	
9372 Certificate of Deposit	12 months	0.15%	230,000.00	12/3/2022	
4472 Certificate of Deposit	12 months	0.40%	277,122.19	2/28/2023	
9381 Certificate of Deposit	12 months	0.40%	143,233.33	3/9/2023	

9345 Certificate of Deposit	12 months	0.40%	230,069.77	3/9/2023	
					1,340,565.59
Northstar Bank					
Municipal checking		0.15%	282,349.39		282,349.39
Team One Credit Union					
Business Savings			8.40		
Investment Account					
Cash & Cash Equivalents			248,196.09		
07371CO28 - Beal Bank USA Las Vegas NV CD	12 months	0.90%	200,000.00	3/22/2023	
156634BO9 - Century Next Bank Ruston LA CD	12 months	1.20%	200,000.00	4/28/2023	
35633MBF8 - Freedom Bank of Virginia Fairfax VA CD	12 months	1.60%	200,000.00	5/23/2022	
38149M3J0 - Goldman Sachs Bank USA New York NY CD	12 months	1.10%	200,000.00	3/23/2023	
38149MR39 - Goldman Sachs Bank USA New York NY CD	9 months	0.25%	245,000.00	9/22/2022	
425246BJ3 - Henderson State Bank Henderson NE CD	12 months	0.90%	200,000.00	3/23/2023	
52603NAK7 - Lendingclub Bank NA Lehi UT	12 months	1.35%	220,000.00	4/28/2023	
740367PN1 - Preferred Bank Los Angeles CA CD	12 months	0.80%	200,000.00	3/31/2023	
062070EB9 - Bank of England England AR CD	12 months	0.25%	245,000.00	12/27/2022	
947547NS0 - Webbank Salt Lake City UT CD	12 months	0.30%	245,000.00	12/29/2022	
					2,403,204.49
Total Investments					10,291,639.59

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TO: City Council
 City Manager – Matt Lane
 FROM: Michele Perry, Treasurer
 SUBJECT: Certificate of Deposit Report
 DATE: May 12, 2022

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 2nd meeting of the month.

We have the following Certificates of Deposits coming due on during the month of June. All of the certificates of deposits listed below that have already matured have been renewed using the ladder strategy of investing at the institution they were with at the time of maturity.

Financial Institute	Term	Interest Rate	Current Balance	Maturity Date	Plan of Action at Renewal Date
Huntington	18 months	0.26%	267,915.95	6/1/2022	Reinvesting at an institute which has the best rates at the time of each CD matures. I will continue to use ladder strategy of investing unless it is more advantageous to invest for a longer period.
Huntington	18 months	0.26%	267,915.95	6/1/2022	
Huntington	18 months	0.26%	267,915.95	6/1/2022	
Huntington	18 months	0.26%	267,915.95	6/1/2022	
Frankenmuth Credit Union	18 months	0.46%	267,930.83	6/23/2022	
Frankenmuth Credit Union	18 months	0.46%	267,930.83	6/23/2022	
Frankenmuth Credit Union	6 months	0.15%	230,000.00	6/29/2022	
Independent	6 months	0.12%	230,000.00	6/9/2022	