

AGENDA
REGULAR MEETING OF THE CARO CITY COUNCIL
AUGUST 7, 2023, 6:30 P.M.

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS/VISITORS:

PRESENTATION:

1. Burt Watson – Police Vehicle Lease Program

COMMUNICATION:

1. Parks & Recreation Committee Meeting Minutes – July 18, 2023
2. Michigan Municipal League Annual Meeting, October 18-20, 2023

CONSENT AGENDA:

1. Regular Council Meeting Minutes – July 17, 2023
2. Policy Committee Meeting Minutes – July 19, 2023
3. Special Council Meeting Minutes – July 24, 2023
4. Invoices

REGULAR AGENDA:

1. Police Lease Vehicle – Burt Watson
2. Fire Lease Vehicles – Berger Chevrolet
3. Rowe Engineering Contract – Columbia Street
4. Caro Center Water and Sewer Agreements – State of Michigan
5. Fire Department Radios – Digicom Global Inc.
6. Policy Committee Recommendation – Proposed Amended Purchasing and Bid Procedure Policy

MAYOR'S REPORT – Written report submitted.

MANAGER'S REPORT – Written report submitted.

CLERK'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENTS

ADJOURN

Caro Parks and Recreation Committee Meeting
Tuesday, July 18, 2023
5:30 PM

Present: Sean Smith, Tanya Batschke, Sue Ellen Greenlee, Rocco Borg, Colleen Russell, Robert Scheil, and Scott Czasak

Others Present: Derek Dodge and Mayor Karen Snider

- I. **Call Meeting to order-** 5:35pm
- II. **Pledge of Allegiance**
- III. **Approval of agenda-** Motion by Tanya and seconded by Colleen to approve agenda. Motion pass 7-0
- IV. **Public comment-** NA
- V. **Approval of Minutes from June-** Motion by Rob and seconded by Tanya to approve June's minutes. Motion pass 7-0
- VI. **Discussion about 2022-2023 Budget Sheets-** discussed how much is available from previous year, how much was spent, and where money is going.
- VII. **City Council Liaison-** NA
- VIII. **Committee reports**
 - A. **Wayfinding Signs Joint Committee-** No report
 - B. **Volleyball Committee**
 - 1. Looking to put court in area between tower and basketball courts at fair grounds
 - 2. Plan on putting in two courts adjacent to each other
 - 3. Concern regarding how much parking it will take up for the fair
 - 4. Brinkman gave estimates of 450 tons of sand at \$12 ton=\$5400, pole/net= \$2300, excavating=\$2500. For a grand total of \$15,000.
 - 5. Also would have to look into adding cost of pouring concrete for poles and edging around the court
 - 6. During fair next week, would like to draw up preliminary court and see how much parking space it would take up
 - 7. Derek states they have over 120 members on facebook for their Caro volleyball club and that there would be good attendance if this was built
 - 8. Derek states other courts are in bad shape and bad location for them to get good usage out of them
 - 9. Must get approved by fair board since they rent the property
 - 10. No action taken

IX. New Business

- A. Dog Issues at Parks/Mass Gatherings - agreed to continue to let dogs at the park. Do not see any serious concern at the moment. If there continues to be more issues, we will further investigate

X. Old Business

- A. MSU Extension Partnership- MSU had it down to two candidates and decided to terminate both those applications. Decided to re-open the application portal. We will hold until an applicant is hired.
- B. Donation- check has been collected for donation to a park. Committee has been formed. Committee for Neighborhood Park Development: Sean, Tanya, and Sue Ellen. They will put out a survey for the people of this neighborhood park and see how they would like the donation to be allocated.
- C. Sled Lending Library- Looking to build an 8x8 wood shed for free access to sleds in the winter time. First we look to contact an attorney, to ensure who is liable for injury.

XI. Additional public Comment- NA

XII. Adjournment- Motion by Sue Ellen and seconded by Tanya to adjourn meeting at 6:55pm

Minutes submitted by Rocco Borg on July 20, 2023

July 10, 2023

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document**.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) **If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023**.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023**.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

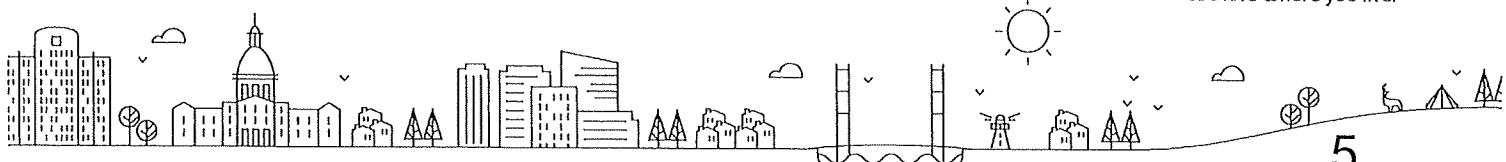
Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

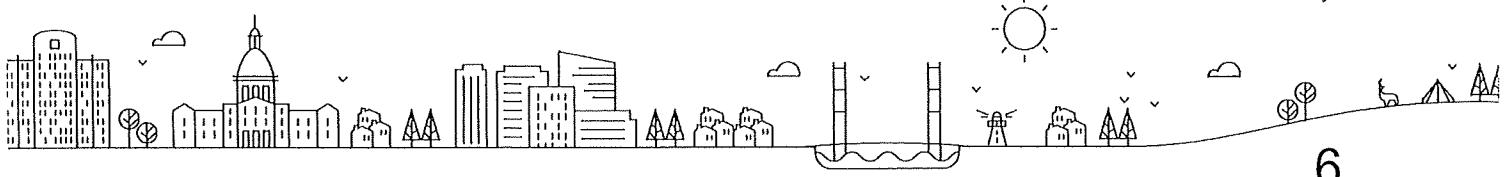
Sincerely,



Barbara Ziarko
President
Councilmember, City of Sterling Heights



Daniel P. Gilmartin
Executive Director & CEO



2023 MML Convention

Convention 2023

October 18-20, 2023

Traverse City, MI

Grand Traverse Resort & Spa, Acme, Michigan

The Michigan Municipal League's Convention 2023 concretely connects sessions, workshops, trainings, and more to the event's five objectives: activation, empowerment, innovation, optimism, and tangible tools.

Convention 2023 attendees will leave this year's event with:

- **Activation** – a compelling desire for action to activate their community, councils, and members to embrace inspiration and new ideas.
- **Empowerment** – a deep belief that they have the power to affect prosperity, quality of life, and sense of trust and belonging within their community.
- **Innovation** – a changed perspective to look at their communities through an innovative lens.
- **Optimism** – a positive outlook about future prosperity, quality of life, and sense of trust and belonging within their community.
- **Tangible tools** – meaningful information and tools that help them access resources and create change.

* RSVP to Clerk
by Sept. 8, 2023

Registration Fees

Early Bird Registration Rates on or before **September 15, 2023**:

- MML Full & Associate Members/BAP Participants – \$595/person
- Nonmember Government Entities/MML Fund & Pool Program Members – \$950/person

Regular Registration Rates on or before **October 9, 2023**:

- MML Full & Associate Members/BAP Participants – \$795/person
- Nonmember Government Entities/MML Fund & Pool Program Members – \$950/person

Guests: \$250/person

Students: \$250/person

[Click here](#) for a faxable registration form.

Onsite Registration:

- MML Full & Associate Members/BAP Participants – \$845/person
- Nonmember Government Entities/MML Fund & Pool Program Members – \$1,000/person

Agenda

For the Convention Agenda and program details, visit the Convention 2023 [website](#).

Registration

To register online, log in to the right and then click the "Register Myself" or "Register Someone Else" button below.

When: 10/18/2023 – 10/20/2023

Where: Traverse City, MI

When: 10/18/2023 - 10/20/2023

Where: Grand Traverse Resort
100 Grand Traverse Village Blvd
Acme, MI 49610



MICHIGAN MUNICIPAL LEAGUE CONVENTION2023



October 18-20, 2023

Visit convention.mml.org to register online | #mmlconv

Municipality Name _____

Contact Name (person completing this form) _____

Address _____ City, State, Zip _____

Phone _____ Fax _____

ATTENDEE INFORMATION (please complete another form if registering more than one attendee)

Name _____ Nickname _____

Title _____ Email* _____

Guest Name (if applicable) _____ *Hotel housing code will be sent here

REGISTRANT TYPE	RATE/PERSON	
	Early Rate by 9/15/23	Regular Rate by 10/9/23
MML Full & Associate Members/BAP Participants	\$595 <input type="checkbox"/>	\$795 <input type="checkbox"/>
Nonmember Government/Non-Profit Entities/ MML Fund & Pool Program Members	\$950 <input type="checkbox"/>	\$950 <input type="checkbox"/>
Guests	\$250 <input type="checkbox"/>	\$250 <input type="checkbox"/>
Students	\$250 <input type="checkbox"/>	\$250 <input type="checkbox"/>

ADDITIONAL MEALS/ACTIVITIES

Michigan Women in Municipal Government Affiliate Lunch Wednesday, October 18, 11:30 am – 1:00 pm	\$65 <input type="checkbox"/>
Michigan Association of Mayors Affiliate Breakfast Thursday, October 19, 7:30 am – 9:00 am	\$30 <input type="checkbox"/>
Michigan Black Caucus of Local Elected Officials Breakfast/Annual Meeting Friday, October 20, 7:30 am – 9:00 am	\$30 <input type="checkbox"/>

LOCAL WALKING TOURS

For full attendee registration, please select which local tour breakout you would like to attend. *No guests allowed.

10/19 - 2:30 – 5:00 pm Tours (select only one please) **Subject to change with advanced notice**

Downtown Traverse City Walking Tour (Future Planning on Foot)	\$15 <input type="checkbox"/>
Meaningful Experiences for All on Our Great Lakes	\$15 <input type="checkbox"/>
Immerse Yourself in the Botanic Garden at Historic Barns Park	\$15 <input type="checkbox"/>
History and Innovation at the Grand Traverse Commons	\$15 <input type="checkbox"/>
Commonground Co-op Tour	\$15 <input type="checkbox"/>

TOTAL \$ _____

ADDITIONAL QUESTIONS

Do you require a special meal? If so, please specify: _____

Do you require special assistance/accommodations? If so, please specify: _____

Is this your first time attending Convention? _____

Do you plan on attending the Welcome Reception? _____

ONLINE To register and pay online visit www.mml.org. On the home page, the "Education & Events" tab, click on "League Calendar," scroll down to "October 18-20 Convention" and click, then log in to register.

EMAIL Please email the completed registration form to registration@mml.org. Then mail completed form with check payable to: Michigan Municipal League, P.O. Box 7409, Ann Arbor, MI 48107-7409

REGISTRATION QUESTIONS? Call 734-669-6371 or email registration@mml.org. For a full list of Convention 2023 registration and cancellation policies, visit convention.mml.org

(<https://blogs.mml.org/wp/events>)

Full Agenda

[HOME](#) / [HOME \(HTTPS://BLOGS.MML.ORG/WP/EVENTS\)](#) / [FULL AGENDA](#)

Tuesday

October 17, 2023

2:00 – 4:00 pm

MML League Board of Trustees Meeting

6:30 – 8:30 pm

MML League Board of Trustees Dinner

Wednesday

Thursday

Friday

(<https://blogs.mml.org/wp/events>)

Full Agenda

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Tuesday

Wednesday

October 18, 2023

7:30 am – 6:00 pm

Registration open

8:00 – 9:00 am

First Time Attendee Breakfast

9:00 – 10:30 am

Opening General Session

From Conflict to Conversation

Must disagreement be disagreeable? Amidst unprecedented disruption and uncertainty, now is an ideal time for civic leaders to learn new ways to bring people together to tackle their communities' most complex and sensitive issues. Matt

Lehrman animates the principle that where people work together courageously, their potential is unlimited.

10:30 – 11:30 am

Community Excellence Award Presentations

11:30 am – 1:00 pm

Networking Lunch

11:30 am – 1:00 pm

MWIMG Annual Meeting & Luncheon (additional fee)

1:00 – 4:00 pm

Concurrent workshops

Walking While Black: L.O.V.E. Is The Answer, a film by A.J. Ali

The Michigan Black Caucus of Local Elected Officials (MBC-LEO) invites Convention attendees to join them in watching a 90-minute version of A.J. Ali's film WALKING WHILE BLACK: L.O.V.E. Is The Answer. Shown during the 2020 Virtual Convention and back by popular demand, this film explores the relationship between law enforcement and the Black community. After positive feedback and great discussion in 2020, this session will continue the conversation and include a facilitated discussion following the film.

Empowering Your Community to Act on Justice40

Justice40 is a federal initiative that aims to empower communities that are marginalized, underserved, and/or overburdened. The initiative includes federal and state investments in pollution remediation and reduction, climate change mitigation, and sustainability that has 40% of related federal investment flow to disadvantaged communities. Come and learn about how your community can easily and effectively access the variety of resources available through the Justice40 initiative with this

interactive workshop. Attendees will learn more about the initiative and leave with tools for incorporating wellbeing into their infrastructure plans and connections to state and federal agencies.

Council-Manager Relations

When the relationship between the city manager and City Council breaks down, forward motion slows; time and resources are wasted; trust and respect are damaged and, ultimately, the community will not get what it deserves. What are the signs that counseling may be in your future? What strategies should be in place to keep your city off this path in the first place? What steps can you take to mend or improve the way your executive team works together? Come hear from both sides of the equation and learn firsthand about the appropriate roles for elected officials and managers, what strategies can be put into place to help build a productive relationship, and hear examples directly from some seasoned elected officials and managers.

Human Trafficking

Human trafficking is the second largest criminal enterprise in Michigan – eclipsed only by drugs. Michigan also ranks tenth in the nation for human trafficking. Join experts and other officials to break down the issue and learn steps local governments can take to tackle trafficking in our communities.

ART-ificial Intelligence and Your Community

Artificial Intelligence (A.I.) is a hot topic right now and a controversial one in some circles. But it's not all bad. Hear how Jerin Sage, the Director of Placemaking in Flint, is using A.I. for everything from art exhibitions to park planning. In this highly interactive, fun, and futuristic workshop, attendees will leave knowing much more about the positive ways to use A.I. in their communities. Attendees will take a deep dive into some of the A.I. tools and software that can assist us humans in simplifying day-to-day administrative tasks, help to guide creative processes/teams and open doors to new ideas, connections, and designs to create equitable and engaged communities.

4:30 – 5:30 pm

Annual Business Meeting

6:00 – 8:00 pm

Welcome Reception

Thursday

Friday

(<https://blogs.mml.org/wp/events>)

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(<https://blogs.mml.org/wp/events>)

Full Agenda

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Tuesday

Wednesday

Thursday

October 19, 2023

7:30 am – 5:00 pm

Registration Open

7:30 – 9:00 am

Networking Breakfast

7:30 – 9:00 am

**Michigan Association of Mayors (MAM) Annual Meeting & Breakfast
(additional fee)**

9:00 – 10:30 am

Morning General Session

Reconnecting to Our Sense of Place

With the many changes that COVID brought to everyone's lives, an important one for our communities was a renewed sense of place. It made our world smaller and reconnected us with our neighbors and the nature around us. How do we take advantage of this moving forward? How do we utilize what these changes brought about to bring positive improvements and more love to our communities?

10:30 – 11:30 am

Concurrent Breakout Sessions

State Revolving Loan Funds 101

The State Revolving Loan Fund (SRF) represents the single largest opportunity for communities to fund water infrastructure, pollution remediate, and conservation in the state. Thanks to reforms made in 2022, the process of accessing these funds has been easier. This session will be an interactive crash course on SRF, looking at both the Clean Water and Drinking Water funds. Attendees will learn about recent changes to SRF structure, how to put together a successful application, and will be connected with the Community TA Providers Network, EGLE, and MI Water Navigator to get assistance as they pursue SRF applications.

Michigan as a Receiver Place for Climate Migration

As climate migration continues to play an effect on where folks are choosing to live, Michigan will become a potential hub for climate migrants. Michigan leaders are asking how we can pull out of our economic and demographic stagnation, and welcoming climate migrants. Learn how we need to act to make this potential into reality, and to ensure we can welcome growth without further sprawl eating our natural resources and budgets. This need is one part of a marketing campaign to future residents, but also requires considering both our physical planning and governance processes that those newcomers will be participating in.

Rural Community Perspectives and Priorities with Michigan's Office of Rural Development

The Michigan Office of Rural Development (ORD) was created via Executive Directive in 2022 by Governor Gretchen Whitmer to facilitate the state's efforts to build long-term prosperity in Michigan's rural communities. The ORD strategically

focuses on key rural priorities including but not limited to housing, workforce, infrastructure, and community capacity building. In this session, the ORD will highlight its current and planned initiatives to support rural communities, discuss results of a statewide survey, and invite session participants living in or serving rural areas to share their community perspective and priorities.

Investing for Community Well-Being and Local Wealth Building

With billions of dollars in federal and state funding available, how can our communities access and invest new funds to improve community well-being and support local community wealth building? This panel discussion will highlight unique ways that Michigan communities are engaging their communities and investing ARP, Infrastructure Act, and Inflation Reduction Act funding to achieve these goals.

MML Legislative Update

11:30 am – 12:30 pm

Networking Lunch

12:30 – 1:30 pm

Afternoon General Session

Embracing Regional Character in the Mitten State: TED Talk Style

Local business leaders are changing the region with the work they are doing on behalf of its citizens. This closing session will provide you with inspiration, hope, and creativity on how three area leaders are effecting change at the regional level. They will cover investing in small communities, addressing human and social needs, and how Northern Michigan has branded itself as a tourist destination through agribusiness. This is a TED talk-style panel, with each speaker addressing the audience separately and brought together in the end with a unifying message.

2:00 – 5:00 pm

Education Tours

Downtown Traverse City Walking Tour (Future Planning on Foot)

Traverse City is more than a national destination; home to over 5,200 employees, regional commerce for 4-counties and a populace of 16,000 that increases to over 50,000 daily plus the tourism industry of over 1million annually. Join us for a downtown walking tour with the Downtown Development Authority to learn about how they are planning downtown changes based on the future Michigan faces.

Meaningful Experiences for All on Our Great Lakes

Get an exclusive look at the inclusive transformation happening at the Discovery Center & Pier. An old coal dock is getting a second life as a one-of-a-kind barrier-free recreational amenity and community resource that connects people of all ages, needs, and abilities to the Great Lakes. Through this transformation, the Discovery Center & Pier is expanding their role to bring more partners together, leverage their collective strengths, and create opportunities for recreational and educational experiences for all.

Immerse Yourself in the Botanic Garden at Historic Barns Park

The gorgeous botanical garden is in the heart of Traverse City and has an emphasis on plant species native to northwest Michigan. Come and learn about how the garden aids environmental preservation, recreation, and education.

History and Innovation at the Grand Traverse Commons

The Village at Grand Traverse Commons was once the Traverse City State Hospital and has been transformed into an economic center that is a place to live, work, play, shop, and explore. The Commons is a story of historic preservation and redevelopment, and the story is still being written. Join us on this tour to learn about the rich history and redevelopment of the buildings, a tour of a building that is not yet redeveloped and a walk through the 1883 underground steam tunnels. You'll even have extra time at the end to explore the Village on your own.

Commongrounds Co-op Tour

Take the inside tour of Commongrounds, a four-story cooperatively owned, community-financed, mixed-use development near the depot neighborhood. This pilot project hosts non-profit, business, and residential tenants spanning all income levels. Despite being a pilot project, it reached full capacity as of May 2023. Learn about more this in-demand type of community.

Friday

(<https://blogs.mml.org/wp/events>)

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Tuesday

Wednesday

Thursday

Friday

October 20, 2023

7:30 – 10:30 am

Registration Open

7:30 – 9:00 am

Networking Breakfast

7:00 – 9:00 am

**Michigan Black Caucus-Local Elected Officials (MBC-LEO) Breakfast
(additional fee)**

9:00 – 10:00 am

Concurrent Breakout Sessions

Telling Our Stories: Michigan Communities Should Learn to Brag

We know people stay or move to places where they see opportunity – for belonging, for quality of life, to start a family or a business. Michigan communities have an opportunity to encourage folks to move to the mitten state – if we make the choice to invest boldly in our communities and get better at telling the stories of what makes our communities special. This session will help you understand why we need to be better at promoting our state's assets and how to share the narratives of what makes our communities great places.

Movin' on Up: Retrofits for Existing Buildings

Buildings account for 40% of global carbon emissions, and 80% of the buildings that will exist by 2050 already exist today. Many of them date from the 1960s to the 1980s, consuming energy at an alarming and costly pace. Taking the whole lifecycle of materials into account, retrofitting buildings already in existence can help meet industry challenges and international decarbonization goals. Building retrofits can give old building systems a total makeover, like going from a 1970s polyester leisure suit to sleek 2020s athleisure. By utilizing existing buildings and cutting emissions in half, retrofits save both time and money.

10:15 am – 12:00pm

**Closing General Session and Community Excellence Award
Presentation**

12:00 pm

Adjourn

(<https://blogs.mml.org/wp/events>)

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Accommodations

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Housing reservations will only be accepted for registered Convention attendees and booking information will be in the Convention registration confirmation. The League will be monitoring registration and resort list to ensure it is only registered attendees. Please reference the Michigan Municipal League Annual Convention when booking.

Room blocks for Convention 2023 attendees have been set up from **Tuesday, October 17, to Friday, October 20, 2023**, at the Grand Traverse Resort and Spa.

The last day to book resort reservations is **Monday, September 25, 2023**.

Hotel



Grand Traverse Resort and Spa

100 Grand Traverse Village Blvd.
Acme, MI 49610

Fees

Resort guests will be responsible for paying their own room, tax, and resort fees and incidentals incurred by them at the hotel. A method of payment will be required upon arrival at the hotel.

As a reminder: If you are registering as a Michigan sales tax-exempt organization, you must bring proof of your tax-exempt status with you. It is suggested that you bring a check from your municipality or pay with a municipal credit card. The resort will not honor your tax-exempt status if you pay with a personal credit card or personal check.

Parking

Onsite complimentary self-parking is available at the resort for guests and Convention attendees.

(<https://blogs.mml.org/wp/events>)

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REGULAR MEETING OF THE CARO CITY COUNCIL
July 17, 2023, 6:30 P.M.
Council Chambers, 317 S. State St., Caro, MI 48723

Mayor Karen Snider called the regular meeting of the City Council to order on July 17, 2023, at 6:30 p.m. in the Council Chambers.

Present: Mayor Karen Snider, City Council: Emily Campbell, Bob Eschenbacher, Pamela Iseler, Charlotte Kish, and Jill White

Absent: Doreen Oedy

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, Michele Perry – City Treasurer, Randy Heckroth – Fire Chief/Code Enforcement Officer, Tom Reese – DPW Superintendent, David Dienes II – WWTP Superintendent and other guests

AGENDA APPROVAL

23-M-142

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

Motion Carried.

PUBLIC COMMENT/VISITORS:

Jamie Devine – Commented on issues with deer in the city and in city parks.

Dave Reyna – Commented on issues with cats in the city.

Ron Anderson – Inquired on progress of the demolition of the police department.

Bianca Jolani, Adessa Gardens LLC – Commented on her presentation from a previous meeting.

PRESENTATION: None

COMMUNICATIONS:

1. Charter Communications – Upcoming Changes (2)

CONSENT AGENDA:

1. Regular Council Meeting Minutes – July 3, 2023
2. Invoices
3. Department Reports
 - A. Police Report – Chief Brian Newcomb
 - B. Fire Report – Chief Randall Heckroth – Gave an update on the Medical First Responders Program
 - C. Code Enforcement Report – Randall Heckroth
 - D. DPW Superintendent – Tom Reese
 - Councilor Pam Iseler inquired on the weeds in the downtown area.
 - Mayor Karen Snider inquired on the HVAC system as noted in report.
 - E. WWTP Superintendent – David Dienes II
 - Mayor Karen Snider recognized David Dienes II for passing his Class B Wastewater test.
 - Mayor Karen Snider inquired on the settling issues at the Wastewater Treatment Plant as noted in report.
 - F. Municipal Parking Violations Bureau Report – Rita Papp

23-M-143

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

REGULAR AGENDA: (action required)

1. Tuscola Area Airport Authority Annual Allocation Invoice

23-M-144

Motion by Kish, seconded by Campbell to authorize payment of the Tuscola County Airport Authority allocation for 2023 in the amount of \$15,956.00.

Motion carried.

2. Banner Request (2 banners) – Thumb Area Old Engine & Tractor Show – July 31 – August 14, 2023

23-M-145

Motion by Campbell, seconded by White to approve the Banner Request from Thumb Area Old Engine & Tractor Show, July 31, 2023, to August 14, 2023.

Motion carried.

3. Water System SCADA System Upgrade

23-M-146

Motion by Eschenbacher, seconded by Campbell to authorize the City Manager to purchase the CRUiSE SCADA System from UIS for a cost of \$13,995.00 and pay the annual \$1,275.00 fee.

Motion carried.

4. Investment Changes

23-M-147

Motion by Eschenbacher, seconded by Kish to approve City Treasurer to transfer \$400,000.00 from LPL Financial, \$100,000.00 from Independent Bank and invest it in Frankenmuth Credit Union into 2 \$250,000.00 7-month Certificates of Deposit earning 5.25%. Then transfer \$500,000.00 from Frankenmuth Credit Union to Independent Bank and invest it in CDARS for 4 weeks at approximately 4.25%.

Motion carried.

5. Certificate of Deposit Report

23-M-148

Motion by Kish, seconded by Iseler to approve City Treasurer to close out Certificate of Deposit and deposit it into the Plus Saving at Frankenmuth Credit Union.

Motion carried.

6. Termination of Job Descriptions

23-M-149

Motion by Eschenbacher, seconded by Campbell to terminate the positions of Project Coordinator and the Director of Development and Strategic Planning.

Motion carried.

7. Set Policy Committee Meeting
Policy Committee is scheduled for July 19, 2023, at 2:00 p.m.

ITEMS PENDING/POSTPONED: None

COMMITTEE/LIAISON POSITION REPORTS:

1. Economic Development Corporation (Mayor Snider) – Meeting is Wednesday.
2. Chamber of Commerce (Manager) – Planning a Golf Outing, New Members are needed, Gingerbread Festival planning.
3. Downtown Development Authority (Kish) – No meeting.
4. Fair Board (Iseler) – No report.
5. Parks & Recreation (White) – Discussed rentals of pavilions, Meeting is July 18, 2023.
6. Planning Commission (Eschenbacher) – No meeting.
7. Tuscola County Board of Commissioners (Iseler) – Refilled 3 positions, Bid was received for the new Tuscola County offices & HVAC system for Dispatch.
8. Zoning Board of Appeals (Mayor Snider) – No meeting.
9. Indianfields Township (Manager) – Discussed issues with ordinances on their website, Marijuana ordinance discussions, authorized Tuscola County to collect winter taxes.
10. Almer Township (Campbell) – No report.

MAYOR'S REPORT – Written report submitted.

Highlighted – Frankenmuth Bible Church needs volunteering ideas by August 1, 2023. Flyers are available. Discussion on the tree planting project.

MANAGER'S COMMENTS – Written report submitted.

Highlighted – Will be attending the MME Conference. Gave an update on the Small Urban Task Force Meeting, spoke on potential ordinance change regarding marijuana licenses. Updated council on the arsenic tanks needing repairs. Mayor Karen Snider inquired on the Small Urban Task Force Meeting and their schedule of projects.

CLERK'S REPORT – Written report submitted.

TREASURER'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENT:

Al Michel – Thanked the city workers for their hard work. Spoke on the flowerpots, the budget, bank accounts, and the old police department demolition.

Tanya Batschke – Commented on her support of the potential ordinance change regarding marijuana licenses.
Mike Carpenter – Gave an update on the new well project.

Councilor Pam Iseler – Commented on the cat issues in the city.

Councilor Charlotte Kish – Distributed the Performance Evaluations of the Clerk and Treasurer and asked that these get completed and turn them into Clerk or to Councilor Charlotte Kish by August 17, 2023.

Councilor Bob Eschenbacher – Inquired on Wastewater Treatment Plant grant and the Drinking Water grant. Discussion followed.

23-M-150

Motion by Eschenbacher, seconded by Campbell to adjourn the meeting at 7:58 p.m.

Motion carried.



Rita Papp
City Clerk

CITY OF CARO POLICY COMMITTEE MINUTES

Policy Chair Jill White called the Policy Committee meeting to order July 19, 2023, at 2:00 p.m. in the Council Chambers.

Present: Chair Jill White, Emily Campbell, & Pamela Iseler

Absent: None

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, & Mayor Karen Snider

PUBLIC COMMENT/VISITORS: None

BUSINESS ITEMS:

1. Amend Purchasing Policy

Discussed the proposed amendments. Language proposed to add to the purchasing policy: “Any and all purchases made must be within the employee spending limit and in the amount of such budgeted item. It must be taken out of the line in which it is budgeted. Any budget adjustment must be approved by council prior to purchase.”

Remove the information pertaining to the Director of Development and Strategic Planning.
Change job title of Department of Public Works Director to Department of Public Works Superintendent on page 1 & 2.
Change job title of Wastewater Treatment Plant Director to Wastewater Treatment Plant Superintendent on page 1 & 2.

Motion by Iseler, seconded by Campbell to recommend to Council for approval the Purchasing Policy with proposed amendments.

Motion carried.

Adjournment

Motion by Iseler, seconded by White to adjourn the meeting at 2:22 p.m. Motion carried.



Rita Papp
City Clerk

SPECIAL MEETING OF THE CARO CITY COUNCIL
July 24, 2023, 5:00 P.M.
Council Chambers, 317 S. State St., Caro, MI 48723

Mayor Karen Snider called the Special Meeting of the City Council to order on July 24, 2023 at 5:00 p.m. in the Council Chambers.

Present: Mayor Karen Snider, City Council: Emily Campbell, Pamela Iseler, Charlotte Kish, and Jill White

Absent: Bob Eschenbacher, Doreen Oedy

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, and Tom Reese – DPW Superintendent

PUBLIC COMMENT/VISITORS: None

SPECIAL AGENDA: (action required)

1. Discuss Repairs to Tanks at the Water Treatment Facility

Scott Czasak – City Manager presented the request for repairs to tanks at the water treatment facility and provided photos to council. Discussion followed.

23-M-151

Motion by Iseler seconded by Kish to authorize the City Manager to award the water tank painting job to Crystal Coatings Inc. at a cost of \$203,000.00, and to adjust the FY 2023/2024 budget by increasing account number 592-557-801-000, Contracted Services, by \$103,000.00, decreasing account number 592-557-999-001, Transfer to Fund Balance, by \$58,160.00, and transferring \$44,840.00 from the Water Fund Balance.

Motion Carried

ADDITIONAL PUBLIC COMMENT: None

23-M-152

Motion by Iseler, seconded by Kish to adjourn the meeting at 5:28 p.m.
Motion carried.



Rita Papp
City Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
AFLAC				
08/23	08/07/2023	76915	101-000-231-005	728.15
			Total AFLAC:	728.15
			Total 76915:	728.15
AIR ADVANTAGE LLC				
08/23	08/07/2023	76916	242-728-801-000	58.00
			Total AIR ADVANTAGE LLC:	58.00
			Total 76916:	58.00
ALISSA BOULTON				
08/23	08/07/2023	76917	242-733-965-001	4.00
			Total ALISSA BOULTON:	4.00
			Total 76917:	4.00
AMAZON CAPITAL SERVICES				
08/23	08/07/2023	76918	590-567-776-002	279.99
08/23	08/07/2023	76918	101-301-742-000	152.84
08/23	08/07/2023	76918	101-253-740-000	16.49
08/23	08/07/2023	76918	242-733-965-011	285.90
08/23	08/07/2023	76918	101-301-930-001	13.99
08/23	08/07/2023	76918	101-265-776-000	38.99
08/23	08/07/2023	76918	101-253-740-000	53.74
08/23	08/07/2023	76918	101-172-740-000	8.02
08/23	08/07/2023	76918	101-191-740-000	8.02
08/23	08/07/2023	76918	101-253-740-000	8.02
08/23	08/07/2023	76918	101-260-740-000	8.02
08/23	08/07/2023	76918	101-371-740-000	8.02
08/23	08/07/2023	76918	590-567-740-000	8.01
08/23	08/07/2023	76918	592-557-740-000	8.01
08/23	08/07/2023	76918	596-521-740-000	8.01
08/23	08/07/2023	76918	101-265-776-000	89.99
08/23	08/07/2023	76918	101-101-740-000	8.28
08/23	08/07/2023	76918	101-265-776-000	73.56
08/23	08/07/2023	76918	590-567-776-002	404.99
08/23	08/07/2023	76918	101-265-776-000	75.99
08/23	08/07/2023	76918	101-101-740-000	15.99
08/23	08/07/2023	76918	101-301-744-001	21.20
08/23	08/07/2023	76918	101-172-740-000	109.07
08/23	08/07/2023	76918	101-172-740-000	8.22
08/23	08/07/2023	76918	101-260-740-000	8.22
08/23	08/07/2023	76918	101-253-740-000	8.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76918	101-301-740-000	8.22
08/23	08/07/2023	76918	101-400-740-000	8.22
08/23	08/07/2023	76918	101-441-776-001	8.22
08/23	08/07/2023	76918	101-691-740-000	8.22
08/23	08/07/2023	76918	101-748-740-000	8.22
08/23	08/07/2023	76918	242-728-740-000	8.22
08/23	08/07/2023	76918	536-336-740-000	8.22
08/23	08/07/2023	76918	590-567-776-002	8.22
08/23	08/07/2023	76918	592-557-776-000	8.21
08/23	08/07/2023	76918	596-521-740-000	8.21
Total AMAZON CAPITAL SERVICES:				1,811.98
Total 76918:				1,811.98
ANDREA GILL				
08/23	08/07/2023	76919	242-733-965-001	6.00
Total ANDREA GILL:				6.00
Total 76919:				6.00
ASHLEY PERKINS				
08/23	08/07/2023	76920	242-733-965-001	20.00
Total ASHLEY PERKINS:				20.00
Total 76920:				20.00
AT&T MOBILITY				
08/23	08/07/2023	76921	101-371-853-000	6.92
08/23	08/07/2023	76921	536-336-853-000	27.70
08/23	08/07/2023	76921	101-301-853-000	131.30
08/23	08/07/2023	76921	101-301-750-001	81.27
08/23	08/07/2023	76921	101-441-853-000	6.18
08/23	08/07/2023	76921	202-483-853-000	6.18
08/23	08/07/2023	76921	203-483-853-000	6.18
08/23	08/07/2023	76921	590-567-853-000	6.18
08/23	08/07/2023	76921	592-557-853-000	6.18
Total AT&T MOBILITY:				278.09
Total 76921:				278.09
BELL - WASIK, INC.				
08/23	08/07/2023	76922	101-301-860-000	95.65
Total BELL - WASIK, INC.:				95.65
Total 76922:				95.65

CITY OF CARO

Check Register - Council Meeting
Check Issue Dates: 8/7/2023 - 8/7/2023Page: 3
Aug 03, 2023 01:27PM

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
BIRMINGHAM SEALCOAT INC				
08/23	08/07/2023	76923	204-442-801-000	9,208.51
Total BIRMINGHAM SEALCOAT INC:				
Total 76923:				
BULLET AUTO & TRUCK SERVICE CENTER, LLC				
08/23	08/07/2023	76924	661-536-930-000	621.93
Total BULLET AUTO & TRUCK SERVICE CENTER, LLC:				
Total 76924:				
CARO RENTAL				
08/23	08/07/2023	76925	101-265-776-000	56.60
Total CARO RENTAL:				
Total 76925:				
CAROL CARTER				
08/23	08/07/2023	76926	242-733-965-001	11.00
Total CAROL CARTER:				
Total 76926:				
CARTEGRAPH				
08/23	08/07/2023	76927	592-557-801-000	250.00
Total CARTEGRAPH:				
Total 76927:				
CHRIS E LANDSCAPING LLC				
08/23	08/07/2023	76928	101-371-956-000	75.00
08/23	08/07/2023	76928	101-371-956-000	410.00
Total CHRIS E LANDSCAPING LLC:				
Total 76928:				
CHRISTIAN DAVID GRAMMENTZ				
08/23	08/07/2023	76929	101-691-958-000	200.00
Total CHRISTIAN DAVID GRAMMENTZ:				
Total 76929:				
CHRISTINE FRITZ				
08/23	08/07/2023	76930	242-733-965-001	4.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
			Total CHRISTINE FRITZ:	4.00
			Total 76930:	4.00
			CLEARBROOK TECHNOLOGIES	
08/23	08/07/2023	76931	590-567-776-004	2,250.00
08/23	08/07/2023	76931	590-568-776-001	2,250.00
			Total CLEARBROOK TECHNOLOGIES:	4,500.00
			Total 76931:	4,500.00
			COMPANION LIFE INSURANCE CO.	
08/23	08/07/2023	76932	101-172-717-000	61.66
08/23	08/07/2023	76932	101-191-717-000	3.99
08/23	08/07/2023	76932	101-253-717-000	17.56
08/23	08/07/2023	76932	101-260-717-000	15.76
08/23	08/07/2023	76932	101-265-717-000	14.36
08/23	08/07/2023	76932	101-301-717-000	159.60
08/23	08/07/2023	76932	101-371-717-000	4.99
08/23	08/07/2023	76932	101-410-717-000	2.99
08/23	08/07/2023	76932	101-441-717-000	40.70
08/23	08/07/2023	76932	101-691-717-000	2.39
08/23	08/07/2023	76932	202-483-717-000	7.08
08/23	08/07/2023	76932	202-463-717-000	5.99
08/23	08/07/2023	76932	203-463-717-000	7.18
08/23	08/07/2023	76932	203-483-717-000	7.08
08/23	08/07/2023	76932	204-442-717-000	3.59
08/23	08/07/2023	76932	204-483-717-000	2.69
08/23	08/07/2023	76932	242-441-717-000	5.69
08/23	08/07/2023	76932	242-728-717-000	20.75
08/23	08/07/2023	76932	536-336-717-000	18.75
08/23	08/07/2023	76932	590-483-717-000	40.30
08/23	08/07/2023	76932	590-536-717-000	1.20
08/23	08/07/2023	76932	590-567-717-000	63.44
08/23	08/07/2023	76932	590-568-717-000	7.18
08/23	08/07/2023	76932	592-483-717-000	21.35
08/23	08/07/2023	76932	592-536-717-000	1.20
08/23	08/07/2023	76932	592-557-717-000	32.32
08/23	08/07/2023	76932	596-483-717-000	9.38
08/23	08/07/2023	76932	596-521-717-000	2.39
08/23	08/07/2023	76932	661-536-717-000	6.68
08/23	08/07/2023	76932	101-172-719-000	48.90
08/23	08/07/2023	76932	101-191-719-000	14.82
08/23	08/07/2023	76932	101-253-719-000	55.92
08/23	08/07/2023	76932	101-260-719-000	59.38
08/23	08/07/2023	76932	101-265-719-000	43.68
08/23	08/07/2023	76932	101-301-719-000	541.73
08/23	08/07/2023	76932	101-371-719-000	20.93
08/23	08/07/2023	76932	101-410-719-000	12.89
08/23	08/07/2023	76932	101-441-719-000	130.97

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76932	101-691-719-000	7.28
08/23	08/07/2023	76932	202-483-719-000	28.96
08/23	08/07/2023	76932	202-463-719-000	18.20
08/23	08/07/2023	76932	203-463-719-000	21.84
08/23	08/07/2023	76932	203-483-719-000	28.96
08/23	08/07/2023	76932	204-442-719-000	10.92
08/23	08/07/2023	76932	204-483-719-000	11.16
08/23	08/07/2023	76932	242-441-719-000	19.23
08/23	08/07/2023	76932	242-728-719-000	70.31
08/23	08/07/2023	76932	536-336-719-000	81.11
08/23	08/07/2023	76932	590-483-719-000	152.26
08/23	08/07/2023	76932	590-536-719-000	3.64
08/23	08/07/2023	76932	590-567-719-000	181.58
08/23	08/07/2023	76932	590-568-719-000	21.84
08/23	08/07/2023	76932	592-483-719-000	74.88
08/23	08/07/2023	76932	592-536-719-000	3.64
08/23	08/07/2023	76932	592-557-719-000	98.29
08/23	08/07/2023	76932	596-483-719-000	31.53
08/23	08/07/2023	76932	596-521-719-000	7.28
08/23	08/07/2023	76932	661-536-719-000	24.38
Total COMPANION LIFE INSURANCE CO.:				2,414.75
Total 76932:				2,414.75
COOPERATIVE ELEVATOR CO.				
08/23	08/07/2023	76933	661-536-930-000	1,097.10
Total COOPERATIVE ELEVATOR CO.:				1,097.10
Total 76933:				1,097.10
DJ's PORTABLE TOILET RENTALS, LLC				
08/23	08/07/2023	76934	101-691-801-000	860.00
Total DJ's PORTABLE TOILET RENTALS, LLC:				860.00
Total 76934:				860.00
DOUGLAS DONALD BEAN				
08/23	08/07/2023	76935	242-733-900-001	140.00
Total DOUGLAS DONALD BEAN:				140.00
Total 76935:				140.00
EMTERRA ENVIRONMENTAL USA CORP				
08/23	08/07/2023	76936	596-521-801-000	640.64
08/23	08/07/2023	76936	596-521-801-000	16,861.98
08/23	08/07/2023	76936	596-521-801-000	17,129.01
08/23	08/07/2023	76936	596-521-801-000	20,895.30
08/23	08/07/2023	76936	596-521-801-000	4.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
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Total EMTERRA ENVIRONMENTAL USA CORP: 55,531.68

Total 76936: 55,531.68

ENVIRONMENTAL RESOURCE ASSOC
08/23 08/07/2023 76937 590-567-777-000 1,705.73

Total ENVIRONMENTAL RESOURCE ASSOC: 1,705.73

Total 76937: 1,705.73

FIRST BANKCARD

08/23	08/07/2023	76938	101-748-740-000	149.82
08/23	08/07/2023	76938	242-728-740-000	149.81
08/23	08/07/2023	76938	101-172-960-000	260.00
08/23	08/07/2023	76938	101-410-960-000	550.00
08/23	08/07/2023	76938	242-728-740-005	89.00
08/23	08/07/2023	76938	590-567-960-000	148.00
08/23	08/07/2023	76938	101-253-750-000	254.27
08/23	08/07/2023	76938	101-253-960-000	266.31
08/23	08/07/2023	76938	101-253-960-000	350.00
08/23	08/07/2023	76938	592-557-776-000	279.98
08/23	08/07/2023	76938	101-441-742-000	86.05
08/23	08/07/2023	76938	592-557-742-000	86.05
08/23	08/07/2023	76938	101-441-742-000	67.82
08/23	08/07/2023	76938	592-557-742-000	67.82
08/23	08/07/2023	76938	592-557-807-000	10.36
08/23	08/07/2023	76938	661-536-776-000	15.88
08/23	08/07/2023	76938	101-260-960-000	59.22
08/23	08/07/2023	76938	101-260-960-000	780.44
08/23	08/07/2023	76938	101-301-740-000	30.28
08/23	08/07/2023	76938	536-336-740-000	33.98
08/23	08/07/2023	76938	536-336-740-000	28.11

Total FIRST BANKCARD: 3,763.10

Total 76938: 3,763.10

FOSTER, SWIFT, COLLINS & SMITH, PC
08/23 08/07/2023 76939 101-172-801-000 400.00

Total FOSTER, SWIFT, COLLINS & SMITH, PC: 400.00

Total 76939: 400.00

GAMBLES DO IT BEST HARDWARE

08/23	08/07/2023	76940	101-441-740-000	51.98
08/23	08/07/2023	76940	101-265-776-000	46.99
08/23	08/07/2023	76940	590-567-776-000	99.93
08/23	08/07/2023	76940	101-265-776-000	83.92
08/23	08/07/2023	76940	661-536-776-000	99.92

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76940	592-557-776-000	70.05
08/23	08/07/2023	76940	592-557-776-000	13.29
08/23	08/07/2023	76940	592-557-776-000	171.98
08/23	08/07/2023	76940	592-557-776-000	85.02
			Total GAMBLER'S DO IT BEST HARDWARE:	723.05
			Total 76940:	723.05
GRAINGER				
08/23	08/07/2023	76941	590-568-776-000	407.89
			Total GRAINGER:	407.89
			Total 76941:	407.89
HALFWAY FENCE COMPANY				
08/23	08/07/2023	76942	101-691-801-000	3,489.56
			Total HALFWAY FENCE COMPANY:	3,489.56
			Total 76942:	3,489.56
HILLS & DALES GENERAL HOSPITAL				
08/23	08/07/2023	76943	536-336-801-000	94.50
			Total HILLS & DALES GENERAL HOSPITAL:	94.50
			Total 76943:	94.50
HIRSCHMAN OIL SUPPLY INC				
08/23	08/07/2023	76944	661-536-860-000	737.02
08/23	08/07/2023	76944	590-567-860-000	198.25
08/23	08/07/2023	76944	592-557-860-000	134.84
			Total HIRSCHMAN OIL SUPPLY INC:	1,070.11
			Total 76944:	1,070.11
IACP				
08/23	08/07/2023	76945	101-301-750-000	275.00
			Total IACP:	275.00
			Total 76945:	275.00
INGRID BARRETT				
08/23	08/07/2023	76946	242-733-965-001	21.00
			Total INGRID BARRETT:	21.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
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JACK BOHENY SUPPLIES, INC.

JACK DOHENY SUPPLIES, INC. 28/23 28/27/2023 76017 661-536-930-000 1-675-76

Total JACK DOHENY SUPPLIES, INC.: 1,675,761

Total 76947: 1,675.76

JERRY LAMOUREUX 08/23 08/07/2023 76948 101-691-958-000 200.00

Total JERRY LAMOUREUX: 200.00

Total 76948: 200.00

JIM TOMLIN 08/23 08/07/2023 76949 242-733-965-001 198.00
08/23 08/07/2023 76949 242-733-965-008 3.00

Total JIM TOMLIN: 201.00

Total 76949: 201.00

JOY RICHARD 08/23 08/07/2023 76950 242-733-965-001 4.00
08/23 08/07/2023 76950 242-733-965-008 3.00

Total JOY RICHARD: 7.00

Total 76950: 7.00

KEN MARTIN ELECTRIC, INC
08/23 08/07/2023 76951 590-567-776-000 250.00

Total KEN MARTIN ELECTRIC, INC: 250.00

Total 76951: 250.00

KENDRA UREEL 08/23 08/07/2023 76952 242-733-965-001 97.00
08/23 08/07/2023 76952 242-733-965-008 5.00

Total KENDRA UREEL: 102.0

Total 76952: 102.0

KRISTAL'S HELPING HAND LLC				
08/23	08/07/2023	76953	101-691-801-000	500.00
08/23	08/07/2023	76953	101-441-801-002	138.34
08/23	08/07/2023	76953	536-336-801-002	54.14
08/23	08/07/2023	76953	101-301-801-002	108.34

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76953	101-260-801-002	100.28
08/23	08/07/2023	76953	101-172-801-002	100.28
08/23	08/07/2023	76953	101-253-801-002	100.28
08/23	08/07/2023	76953	590-567-801-002	108.34
08/23	08/07/2023	76953	101-441-801-002	138.34
08/23	08/07/2023	76953	536-336-801-002	54.14
08/23	08/07/2023	76953	101-301-801-002	108.34
08/23	08/07/2023	76953	101-260-801-002	100.28
08/23	08/07/2023	76953	101-172-801-002	100.28
08/23	08/07/2023	76953	101-253-801-002	100.28
08/23	08/07/2023	76953	590-567-801-002	108.34
Total KRISTAL'S HELPING HAND LLC:				1,920.00
Total 76953:				1,920.00
LISA JUNE				
08/23	08/07/2023	76954	242-733-965-001	39.00
Total LISA JUNE:				39.00
Total 76954:				39.00
MACMILLAN ASSOCIATES				
08/23	08/07/2023	76955	101-265-801-000	3,750.00
Total MACMILLAN ASSOCIATES:				3,750.00
Total 76955:				3,750.00
MARY ANKLEY				
08/23	08/07/2023	76956	242-733-965-008	6.00
Total MARY ANKLEY:				6.00
Total 76956:				6.00
MARY ELLEN OSTERHOUT				
08/23	08/07/2023	76957	242-733-965-001	3.00
Total MARY ELLEN OSTERHOUT:				3.00
Total 76957:				3.00
MESSA				
08/23	08/07/2023	76958	101-172-716-000	391.27
08/23	08/07/2023	76958	101-191-716-000	64.49
08/23	08/07/2023	76958	101-253-716-000	871.94
08/23	08/07/2023	76958	101-260-716-000	296.66
08/23	08/07/2023	76958	101-265-716-000	832.36
08/23	08/07/2023	76958	101-301-716-000	7,632.78
08/23	08/07/2023	76958	101-371-716-000	71.95

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76958	101-410-716-000	96.74
08/23	08/07/2023	76958	101-441-716-000	2,674.26
08/23	08/07/2023	76958	101-691-716-000	138.73
08/23	08/07/2023	76958	202-463-716-000	346.82
08/23	08/07/2023	76958	202-483-716-000	344.74
08/23	08/07/2023	76958	203-463-716-000	416.18
08/23	08/07/2023	76958	203-483-716-000	344.74
08/23	08/07/2023	76958	204-442-716-000	208.09
08/23	08/07/2023	76958	204-483-716-000	193.13
08/23	08/07/2023	76958	242-441-716-000	69.36
08/23	08/07/2023	76958	242-728-716-000	12.90
08/23	08/07/2023	76958	536-336-716-000	12.90
08/23	08/07/2023	76958	590-483-716-000	2,906.63
08/23	08/07/2023	76958	590-536-716-000	69.36
08/23	08/07/2023	76958	590-567-716-000	3,661.65
08/23	08/07/2023	76958	590-568-716-000	485.54
08/23	08/07/2023	76958	592-483-716-000	1,168.84
08/23	08/07/2023	76958	592-536-716-000	69.36
08/23	08/07/2023	76958	592-557-716-000	1,872.81
08/23	08/07/2023	76958	596-483-716-000	522.48
08/23	08/07/2023	76958	596-521-716-000	138.73
08/23	08/07/2023	76958	661-536-716-000	393.18
08/23	08/07/2023	76958	101-000-231-010	6,577.14
Total MESSA:				32,885.76
Total 76958:				32,885.76
MICHIGAN DEPARTMENT OF STATE				
08/23	08/07/2023	76959	536-336-740-000	3.00
Total MICHIGAN DEPARTMENT OF STATE:				3.00
Total 76959:				3.00
MICHIGAN DIVERSIFIED SERVICES LLC				
08/23	08/07/2023	76960	203-463-801-000	200.00
08/23	08/07/2023	76960	203-463-801-000	80.00
Total MICHIGAN DIVERSIFIED SERVICES LLC:				280.00
Total 76960:				280.00
MICHIGAN RURAL WATER ASSOCIATION				
08/23	08/07/2023	76961	592-557-801-000	595.00
08/23	08/07/2023	76961	590-567-801-000	446.25
Total MICHIGAN RURAL WATER ASSOCIATION:				1,041.25
Total 76961:				1,041.25

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
MIKE PAPP				
08/23	08/07/2023	76962	242-733-965-001	35.00
Total MIKE PAPP:				
				35.00
Total 76962:				
				35.00
MOORE MOTOR SALES				
08/23	08/07/2023	76963	661-536-930-000	68.89
08/23	08/07/2023	76963	101-301-930-001	470.96
Total MOORE MOTOR SALES:				
				539.85
Total 76963:				
				539.85
NANCY BARRIGER				
08/23	08/07/2023	76964	242-733-965-001	71.00
08/23	08/07/2023	76964	242-733-965-008	5.00
Total NANCY BARRIGER:				
				76.00
Total 76964:				
				76.00
NEWTON-JOHNSON PLB.& HTG., INC				
08/23	08/07/2023	76965	101-265-801-000	110.66
Total NEWTON-JOHNSON PLB.& HTG., INC:				
				110.66
Total 76965:				
				110.66
OAKLAND COUNTY				
08/23	08/07/2023	76966	101-301-750-000	1,074.50
Total OAKLAND COUNTY:				
				1,074.50
Total 76966:				
				1,074.50
PITNEY BOWES BANK INC PURCHASE POWER				
08/23	08/07/2023	76967	101-253-807-000	26.23
08/23	08/07/2023	76967	101-172-807-000	25.73
08/23	08/07/2023	76967	101-260-807-000	23.59
08/23	08/07/2023	76967	101-191-807-000	42.89
08/23	08/07/2023	76967	101-301-807-000	12.87
08/23	08/07/2023	76967	101-371-807-000	25.73
08/23	08/07/2023	76967	101-400-807-000	12.87
08/23	08/07/2023	76967	101-441-807-000	17.15
08/23	08/07/2023	76967	101-691-807-000	17.15
08/23	08/07/2023	76967	101-748-807-000	25.73
08/23	08/07/2023	76967	202-483-807-000	6.43
08/23	08/07/2023	76967	101-410-807-000	10.70
08/23	08/07/2023	76967	203-483-807-000	2.14
08/23	08/07/2023	76967	204-483-807-000	2.14

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76967	536-336-807-000	10.70
08/23	08/07/2023	76967	590-567-807-000	64.33
08/23	08/07/2023	76967	592-557-807-000	85.77
08/23	08/07/2023	76967	596-483-807-000	2.14
08/23	08/07/2023	76967	596-521-807-000	64.33
08/23	08/07/2023	76967	661-536-807-000	12.83
08/23	08/07/2023	76967	242-728-807-000	8.55
Total PITNEY BOWES BANK INC PURCHASE POWER:				500.00
Total 76967:				500.00
PIZZA HUT				
08/23	08/07/2023	76968	536-336-740-000	144.11
Total PIZZA HUT:				144.11
Total 76968:				144.11
PRINTING SYSTEMS				
08/23	08/07/2023	76969	590-567-776-002	162.33
08/23	08/07/2023	76969	592-557-776-000	162.33
08/23	08/07/2023	76969	596-521-740-000	162.34
Total PRINTING SYSTEMS:				487.00
Total 76969:				487.00
R&R TECHNICAL SERVICES				
08/23	08/07/2023	76970	101-172-801-000	95.00
08/23	08/07/2023	76970	101-253-801-000	47.50
08/23	08/07/2023	76970	101-260-801-000	47.50
08/23	08/07/2023	76970	101-301-801-000	71.25
08/23	08/07/2023	76970	101-441-801-000	71.25
08/23	08/07/2023	76970	536-336-801-000	23.75
08/23	08/07/2023	76970	590-567-801-000	47.50
08/23	08/07/2023	76970	592-557-801-000	47.50
08/23	08/07/2023	76970	596-521-801-000	23.75
08/23	08/07/2023	76970	101-265-801-000	45.00
08/23	08/07/2023	76970	101-691-801-000	15.00
08/23	08/07/2023	76970	101-172-853-000	55.00
08/23	08/07/2023	76970	101-253-853-000	27.50
08/23	08/07/2023	76970	101-260-853-000	27.50
08/23	08/07/2023	76970	101-371-853-000	20.50
08/23	08/07/2023	76970	101-410-853-000	20.45
08/23	08/07/2023	76970	101-441-853-000	20.45
08/23	08/07/2023	76970	101-748-853-000	20.45
08/23	08/07/2023	76970	101-301-853-000	20.45
08/23	08/07/2023	76970	202-483-853-000	20.45
08/23	08/07/2023	76970	203-483-853-000	20.45
08/23	08/07/2023	76970	204-483-853-000	20.45
08/23	08/07/2023	76970	242-728-853-000	55.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/07/2023	76970	536-336-853-000	55.00
08/23	08/07/2023	76970	590-567-853-000	20.45
08/23	08/07/2023	76970	592-557-853-000	20.45
08/23	08/07/2023	76970	596-483-853-000	20.45
08/23	08/07/2023	76970	661-536-853-000	55.00
08/23	08/07/2023	76970	101-172-801-000	45.00
08/23	08/07/2023	76970	101-253-801-000	37.50
08/23	08/07/2023	76970	101-260-801-000	37.50
08/23	08/07/2023	76970	101-301-801-000	15.00
08/23	08/07/2023	76970	101-441-801-000	30.00
08/23	08/07/2023	76970	536-336-801-000	15.00
08/23	08/07/2023	76970	590-567-801-000	15.00
08/23	08/07/2023	76970	592-557-801-000	30.00
08/23	08/07/2023	76970	101-101-801-000	30.00
08/23	08/07/2023	76970	101-301-801-000	50.00
08/23	08/07/2023	76970	101-253-801-000	2.50
08/23	08/07/2023	76970	101-260-801-000	2.50
08/23	08/07/2023	76970	590-567-801-000	5.00
08/23	08/07/2023	76970	101-101-801-000	90.00
08/23	08/07/2023	76970	242-728-740-000	900.00
Total R&R TECHNICAL SERVICES:				2,340.00
Total 76970:				2,340.00
RASMUSSEN TRUCKING SERVICE CENTER LLC				
08/23	08/07/2023	76971	661-536-930-000	1,352.96
Total RASMUSSEN TRUCKING SERVICE CENTER LLC:				1,352.96
Total 76971:				1,352.96
RITA PAPP				
08/23	08/07/2023	76972	536-336-740-000	28.00
Total RITA PAPP:				28.00
Total 76972:				28.00
ROWE PROFESSIONAL SVS COMP.				
08/23	08/07/2023	76973	101-265-970-002	10,047.50
Total ROWE PROFESSIONAL SVS COMP.:				10,047.50
Total 76973:				10,047.50
SHIRLEY PHILLIPS				
08/23	08/07/2023	76974	242-733-965-008	10.00
Total SHIRLEY PHILLIPS:				10.00

M = Manual Check, V = Void Check

CITY OF CARO

Check Register - Council Meeting
Check Issue Dates: 8/7/2023 - 8/7/2023

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M = Manual Check, V = Void Check

CITY OF CARO

Check Register - Council Meeting
Check Issue Dates: 8/7/2023 - 8/7/2023

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M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
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Total TUSCOLA COUNTY TREASURER: 1,068.46

Total 76987: 1,068.46

TYLER LITTLE

08/23	08/07/2023	76988	101-441-742-000	42.90
08/23	08/07/2023	76988	592-557-742-000	42.90

Total TYLER LITTLE: 85.80

Total 76988: 85.80

UNIFIRST CORPORATION

08/23	08/07/2023	76989	101-265-776-000	18.45
08/23	08/07/2023	76989	536-336-740-000	25.75
08/23	08/07/2023	76989	590-567-776-000	21.64
08/23	08/07/2023	76989	101-265-776-000	21.00
08/23	08/07/2023	76989	101-265-776-000	23.00

Total UNIFIRST CORPORATION: 109.84

Total 76989: 109.84

USA BLUEBOOK

08/23	08/07/2023	76990	590-567-776-001	3,812.15
08/23	08/07/2023	76990	590-567-776-000	5,884.93
08/23	08/07/2023	76990	590-567-776-001	4,562.23
08/23	08/07/2023	76990	590-567-776-001	152.50
08/23	08/07/2023	76990	590-567-776-001	2,064.21

Total USA BLUEBOOK: 16,476.00

Total 76990: 16,476.00

W W WILLIAMS

08/23 08/07/2023 76991 590-568-801-000 570.29

Total W W WILLIAMS: 570.25

Total 76991: 570.2%

WALTER MALBURG

08/23 08/07/2023 76992 242-733-965-001 6.0

Total WALTER MALBURG: 6.0

Total 76992: 6.0

WATER SOLUTIONS UNLIMITED
08/23 08/07/2023 76993 590-567-776-004 945.0
08/23 08/07/2023 76993 592-557-776-000 4,646.0

CITY OF CARO

Check Register - Council Meeting
Check Issue Dates: 8/7/2023 - 8/7/2023

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Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

M = Manual Check, V = Void Check

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
BOB ESCHENBACHER
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: Agenda Item – Police Department Lease

Members of the Caro City Council,

As you are aware, the City of Caro has implemented a leasing program for our police vehicles, as such we have a continuing relationship with Burt Watson Chevrolet of Freeland for this program.

Burt Watson has arranged a lease with GM Financial for a 2023 Chevrolet Silverado for a total listed sale price of \$57,814.15. This would be a five-year lease.

Your option for motions is:

1. Motion to authorize the City Manager to enter into a lease agreement with GM Financial via Burt Watson Chevrolet for a 2023 Chevrolet Silverado for \$57,814.15 and execute all necessary documents.
2. Postpone for further discussion.
3. Take no action.



GM FINANCIAL

Date: JULY 25, 2023

CITY OF CARO
150 MONTAGUE AVE
CARO MI 48723

Re: Master Equipment Lease Purchase Agreement dated SEPTEMBER 20, 2022 and Schedule of Property No. 02
dated JULY 25, 2023.

Attached please find the following documentation:

- Amendment No. 1 (if applicable); state-specific
- Master Equipment Lease Purchase Agreement
- Exhibit A - Schedule of Property No. 1
- Exhibit A-1 – Rental Payment Schedule
- Exhibit B - Final Acceptance Certificate
- Bank Qualified Designation Form
- Certificate of Signature Authority – To be signed by an authorized individual other than the person signing the Agreement documentation.
- Power of Attorney for Motor Vehicle Filings
- Billing Information Sheet
- IRS Form 8038-G/GC Sample and Instructions
- ADVANCE PAYMENT
- _____
- _____
- _____
- _____

Please complete the documentation, and return to me at the address below. Please include a tax exemption certificate if applicable.

If you have any questions, please call 610-386-2427 or email cschurr@leasedirect.com.

Sincerely,

COLEEN SCHURR

GM Financial
1111 Old Eagle School Rd
Wayne PA, 19087

17GMF003



GM FINANCIAL

INVOICE

Borrower: CITY OF CARO
150 MONTAGUE AVE
CARO MI 48723

Invoice Number: ADVANCE
Invoice Due Date: UPON RECEIPT
Control Number: 500-50530532
Amount Due: \$ 11,562.83

Attention: Accounts Payable

Name of Obligation: Master Equipment Lease Purchase Agreement dated: SEPTEMBER 20, 2022

Equipment Description: ADVANCE PAYMENT ON SCHEDULE 02 LEASE # 500-50530532

INVOICE DUE DATE	AMOUNT DUE
UPON RECEIPT	11,562.83

Remit to: GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087
Attn: COLEEN SCHURR

Future Remittances:
GM Financial

Keep top portion for your records

To ensure proper credit to your account, please detach bottom portion and return with your payment.

Remit to: GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087
Attn: COLEEN SCHURR

Invoice Number: ADVANCE
Due Date: UPON RECEIPT
Amount Due: \$ 11,562.83

17GMF022

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a ... consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitration rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

(New Motor Vehicles Only)

Lease Addendum

This Addendum modifies SCHEDULE OF PROPERTY NO. 02 TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED SEPTEMBER 20, 2022. Except as modified by this Addendum, the Lease remains in full force and effect. In the event of any conflict between this Addendum and the Lease, this Addendum shall control.

Lessor (Creditor) ("We")
AMERICREDIT FINANCIAL SERVICES, INC. 1111 OLD EAGLE SCHOOL RD

Date JULY 25, 2023

WAYNE, PA 19087

Name	Address	Zip Code
Lessee ("You") CITY OF CARO Company Name	150 MONTAGUE AVE Address	CARO, MI 48723 Zip Code

We are giving you disclosures required under applicable state motor vehicle retail installment laws. These disclosures are given in connection with the Vehicle(s) described below or on an attachment to this Addendum:

NEW/USED	YEAR	MAKE	MODEL	CYL.	VIN
NEW	2023	CHEVROLET	SILVERADO		

Amount Financed The amount of credit provided to you or on your behalf. \$49,719.00	Finance Charge The dollar amount the credit will cost you. \$8,095.15			Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ -0- \$57,814.15 e*
---	---	--	--	---

Your Payment Schedule will be:		*e means an estimate
Number of Payments	Amount of Payments	When Payments are Due
5	\$11,562.83	UPON COMMENCEMENT
		ANNUAL, beginning
		UPON COMMENCEMENT

ITEMIZATION OF AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED			(Continuation of Itemization of Amount Financed)		
1	Cash Price of Vehicle	\$49,719.00		\$	
	Cash Price of Accessories	\$		Total Amounts Paid to Others	\$0.00
	Other	\$	3	Subtotal (lines (1) plus (2))	\$ 49,719.00
	Other	\$	4		
	Sales/Excise Tax	\$			
	Dealer Documentation Charge	\$			
	Total Cash Price	\$ 49,719.00			
2	Amounts Paid to Others				
	To Public Officials:				
	License, Title & Registration	\$			
	Lemon Law Fee paid to Govt. Agency	\$			
		\$		Downpayment	\$ 0.00
	To Other Parties:				
	To _____*	\$	5	Amount Financed (line (3) minus line (4))	\$ 49,719.00
	For:				
	*Seller may retain a portion of these amounts.				

ADDITIONAL DISCLOSURES AND SIGNATURES

NOTICE TO LESSEE: LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE.

By signing below you represent that you have read and agree to all provisions of this Lease, as amended.

You acknowledge receipt of a completely filled in copy of this contract (other than vehicle VIN) signed by you.

LESSEE SIGNATURE	CITY OF CARE	
	Legal Name of Lessee	
	Signature	Date
	By	
	Print Name	
Title		
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		
LESSOR SIGNATURE	Name of Lessor AMERICREDIT FINANCIAL SERVICES, INC.	
	Lessor Signature	
	By	
	Print Name	
	Title	
Lease Number 500-50530532		

EXHIBIT A

SCHEDULE OF PROPERTY NO. 02

Re: MASTER EQUIPMENT LEASE PURCHASE AGREEMENT entered into as of SEPTEMBER 20, 2022 ("Agreement"), between AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor") and CITY OF CARO ("Lessee"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease and Lessor hereby commits to provide funds in the amount set forth as principal on Exhibit A-1 hereto. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Rental Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Rental Payment Schedule, subject to the terms and conditions of the Lease.

Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

LESSOR SIGNATURE	Lessor AMERICREDIT FINANCIAL SERVICES, INC. D/B/A GM FINANCIAL, A DELAWARE CORPORATION	Date
	Signature	
	Print Name	

LESSEE SIGNATURE	Lessee CITY OF CARO	
	Signature	Date
	Print Name	
	Title	

EXHIBIT A-1**RENTAL PAYMENT SCHEDULE**

Re: Schedule of Property No. 02 dated JULY 25, 20 23 to Master Equipment Lease Purchase Agreement dated as of SEPTEMBER 20, 20 22 between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and CITY OF CARO, as Lessee.

Lease Payments are due on the Commencement Date and on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is ANNUAL, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the THIRTEENTH succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	49,719.00	-
1	11,562.83	0.00	11,562.83	38,156.17	39,873.20
2	11,562.83	3,115.97	8,446.86	29,709.31	31,046.23
3	11,562.83	2,426.17	9,136.66	20,572.65	21,498.42
4	11,562.83	1,680.04	9,882.79	10,689.86	11,170.90
5	11,562.83	872.97	10,689.86	0.00	-
Grand Totals	57,814.15	8,095.15	49,719.00		

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (at its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

LESSEE SIGNATURE	Lessee	
	CITY OF CARO	
	Signature	Date
	Print Name	
Title		

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 02 dated JULY 25, 20 23 to Master Equipment Lease Purchase Agreement dated as of SEPTEMBER 20, 20 22 between AmeriCredit Financial Services, Inc., d/b/a GM Financial, as Lessor, and CITY OF CARO, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

LESSEE SIGNATURE	Lessee CITY OF CARO	
	Signature	Date
	Print Name	
	Title	

17GMF007

BANK QUALIFIED DESIGNATION

Schedule of Property No. 02 dated JULY 25, 20 23 to Master Equipment Lease Purchase Agreement dated SEPTEMBER 20, 20 22.

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";

Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocate to Lessee) during the current calendar year will not exceed \$10,000,000;

The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;

The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and

Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE SIGNATURE	Lessee	CITY OF CARO	
	Signature	Date	
	Print Name		
	Title		

17GMF008

CERTIFICATE OF SIGNING AUTHORITY

Date: JULY 25, 2023

AmeriCredit Financial Services, Inc., d/b/a GM Financial
1111 Old Eagle School Rd
Wayne, PA 19087

Re: Schedule of Property No. 02, dated JULY 25, 2023, ("Lease") to the Master Equipment Lease Purchase
Agreement dated SEPTEMBER 20, 2022, ("Agreement"), by and between CITY OF CARO
("Lessee") and AmeriCredit Financial Services, Inc., d/b/a GM Financial ("Lessor").

Dear AmeriCredit Financial Services, Inc., d/b/a GM Financial,

I, the undersigned, do hereby certify

(i) that _____
(please print the name and title of the person who signed the lease documents on the line above)

the officer of Lessee who executed the foregoing Lease and Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Lease and Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from _____ to _____.

Please be advised that AmeriCredit Financial Services, Inc., d/b/a GM Financial has assigned all its right, title, and interest in, to and under the above referenced Agreement, the equipment leased thereunder, and the right to receive all payments thereunder to the following assignee:

Sincerely,

Signature: _____

Print Name: _____

Title: _____

Dated: _____

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the executioner of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

POWER OF ATTORNEY FOR MOTOR VEHICLE FILINGS

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF CARO
MI

Corporation, with its principal place of business at the address last set forth below, authorizes Wolters Kluwer Lien Solutions (the "Attorney"), a New York corporation with offices at 187 Wolf Road, Suite 101, Albany, NY. 12205, to act as its attorney-in-fact for the limited purpose of preparing, executing and filing in the Principal's name any original title applications, title correction/modification forms, repossession/replevin forms, and other such motor vehicle lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms") as the Principal may request. The Principal agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to willful misconduct and the Principal will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities of any nature whatsoever which the Principal may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Principal pursuant to this Power of Attorney, except for any actions, claims, demands or liabilities caused by the willful misconduct of the Attorney. This Power of Attorney will remain in full force and effect until due notice of its revocation is given by the Principal to the Attorney by registered mail.

IN WITNESS WHEREOF, the Principal has caused this instrument to be executed by a duly authorized representative as of the date set forth below.

Principal (legal name and address):

CITY OF CARO

150 MONTAGUE AVE

CARO MI 48723

Authorized signatory for Wolters Kluwer Lien Solutions

Signature: _____

Print Name: _____

Date: _____

Sworn to and subscribed before me on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for AMERICREDIT FINANCIAL SERVICES, INC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth: _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____.

YES NO

Is a new purchase order required for each new fiscal period?

YES NO

If yes, provide month/year PO expires: _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit.

YES NO

Do you require any special information to establish a vendor number for: _____?

YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

► Go to www.irs.gov/Form8038GC for instructions and the latest information.**Part I** Reporting AuthorityCheck box if Amended Return ►

1 Issuer's name

CITY OF CARO

3 Number and street (or P.O. box if mail isn't delivered to street address)

2 Issuer's employer identification number (EIN)
XXXXXXRoom/suite
XXXXXX

4 City, town, or post office, state, and ZIP code

5 Report number (For IRS Use Only)
XXXXXX6 Name and title of officer or other employee of Issuer or designated contact person whom the IRS may call for more information
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX7 Telephone number of officer or legal representative
XXXXXXXXXXXX**Part II** Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions)
 b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►
 9 Amount of the reported obligation(s) on line 8a that is:
 a For leases for vehicles
 b For leases for office equipment
 c For leases for real property
 d For leases for other (see instructions)
 e For bank loans for vehicles
 f For bank loans for office equipment
 g For bank loans for real property
 h For bank loans for other (see instructions)
 i Used to refund prior issue(s)
 j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
 k Other
 10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ►
 11 If the Issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ►
 12 Vendor's or bank's name: XXXXXXXXXXXXXXXXXXXXXXXXX
 13 Vendor's or bank's employer identification number: XXXXXXXXXXXXXXXXXXXXXXXXX

8axXXXXXXXXXX XX
 9aXXXXXXXXXX XX
 9bXXXXXXXXXX XX
 9cXXXXXXXXXX XX
 9dXXXXXXXXXX XX
 9eXXXXXXXXXX XX
 9fXXXXXXXXXX XX
 9gXXXXXXXXXX XX
 9hXXXXXXXXXX XX
 9iXXXXXXXXXX XX
 9jXXXXXXXXXX XX
 9kXXXXXXXXXX XX

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's Disclosure of the Issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

► XXXXXXXXXXXXXXXXXXXXXXXXX
Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN XXXXXXXXXX
	Firm's name ► XXXXXXXXXXXXXXXXXXXXXXXXX	Firm's EIN ► XXXXXXXXXX		Firm's address ► XXXXXXXXXXXXXXXXXXXXXXXXX	Phone no. XXXXXXXXXX

Future DevelopmentsFor the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement, periodically updated to reflect changing factual circumstances).

Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(6) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
BOB ESCHENBACHER
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: Agenda Item – Fire Department Leases

Members of the Caro City Council,

As you are aware, during the budget process we discussed leasing two vehicles for the Fire Department for use as a new Chief's vehicle and a medical vehicle to go along with the Medical First Responder program the Department has implemented. As such, the Department researched options and found the best one to be obtaining two 2023 Chevrolet Tahoe's from Berger Chevrolet in Grand Rapids.

Berger holds the state contract for municipal vehicles, and as such has the vehicles either in stock or on short order. Other dealerships contacted, including local ones, had waiting times which could have stretched far into next year, therefore given the need to obtain these vehicles and the prices being comparable, contact was made with Berger Chevrolet.

The Chief's vehicle is in stock and is available immediately at a cost of \$41,119.00 with a 4-year lease term. The medical vehicle is not in stock but is on order and has a current quoted price of \$40,924.00 and should remain the same barring any unforeseen circumstances.

Your option for motions is:

1. Motion to authorize the City Manager to enter into lease agreements with Berger Chevrolet for two (2) 2023 Chevrolet Tahoe's, one for the Chief's vehicle at a price of \$41,119.00 and one for the medical vehicle at a price of \$40,924.00 and execute all documents necessary to complete the leases.
2. Postpone for further discussion.
3. Take no action.

Med 8-1

BID PER ENCLOSED SPECIFICATIONS

CFNKBP

Cost per vehicle \$40,924.00

Vehicle Description:

Number of units 1

Year 2023

Total Bid Amount \$40,924.00

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

City of Caro

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and delivery. Price based on
Municipal discount for the State of Michigan..

Signature Robert Evans

Printed Signature Robert M. Evans

Date 7/24/2023

Vehicle number

BID PER ENCLOSED SPECIFICATIONS

C-1

CAN Post

Cost per vehicle \$41,119.00

Vehicle Description:

Number of units 1

Year 2023

Total Bid Amount \$41,119.00

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

City of Caro

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and delivery. Price based on
Municipal discount for the State of Michigan..

Signature Robert Evans

Printed Signature Robert M. Evans

Date 7/24/2023

Vehicle number
1GNSKLED5PR366856

Michele Perry

From: Dosten Sorensen <dsorensen@bergerchevy.com>
Sent: Tuesday, July 25, 2023 2:48 PM
To: Michele Perry
Cc: Bob Evans
Subject: Re: [External] New Vehicle Purchase

Hello,

That is correct. It will be a 4 year lease through Ally. I hope this helps to clarify.

Respectfully,

Dosten Sorensen
Fleet Finance & Sales
Berger Chevrolet
616-575-9603-Business
469-849-7213-Cell

<https://www.bergerchevy.com/fleet/>

<https://www.bergerchevy.com/>

On Jul 25, 2023, at 2:45 PM, Michele Perry <mperry@carocity.net> wrote:

Hello Dosten,

Thank you for sending over the credit application but before I fill out the paperwork I want to make sure that we are filling out paperwork for a municipal lease.

Thank you

Michele Perry, CPFIM
City Treasurer
City of Caro
317 S. State Street
Office: (989) 673-7671 Ext. 5224
www.carocity.net

From: Dosten Sorensen <dsorensen@bergerchevy.com>
Sent: Tuesday, July 25, 2023 2:00 PM
To: Michele Perry <mperry@carocity.net>

Cc: Bob Evans <bevans@bergerchevy.com>
Subject: New Vehicle Purchase

Hello,

Please see the attached credit application. All I need on the credit app is the formal name of the city and the address in use for business purposes.

Please see the quote on the first Tahoe. We can quote the second Tahoe once we have it here at the dealership.

Payments yearly on the Tahoe will be \$11,776.29 with a total financed balance of \$41,119.00.

Please let me know if you have any questions.

Respectfully,

Dusten Sorensen
Fleet Finance & Sales
Berger Chevrolet
616-575-9603-Business
469-849-7213-Cell

<https://www.bergerchevy.com/fleet/>

<https://www.bergerchevy.com/>

CITY OF CARO

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DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: Agenda Item – Rowe Engineering – Columbia Street

Members of the Caro City Council,

As you might be aware, due to changes in federal funding, and additional costs imposed by the State, the City of Caro has had to adjust our 2024 project as part of the Small Urban Task Force. As such, the Task Force met and agreed to allow Caro to proceed with a project of milling, resurfacing and related work of Columbia Street from the intersection of Montague Avenue/Columbia Street, northerly to Frank Street and Montague Avenue from the westerly side of the intersection of Green Street/Montague Avenue, easterly to the Columbia Street intersection. Rowe Engineering is seeking to contract for engineering services for this project at a cost of \$[REDACTED].

Rowe has met with myself and DPW Superintendent Reese to go over the scope of the project and define roles and expectations, and has been a major part of navigating the funding and issues which arose with the Collings project which led to this current proposal. The City Attorney has reviewed the contract and approved it as to form.

Your options for motions are:

1. Allow the City Manager to sign and execute the contract with Rowe Professional Services Company for Engineering Services for the Columbia Street Resurfacing Project.
2. Table for further discussion.
3. Take no action.



July 10, 2023

Mr. Scott Czasak, MPA, City Manager
City of Caro
317 South State Street
Caro, MI 48723

RE: Columbia Street and Montague Avenue Resurfacing Project with MDOT LAP funds
Design Engineering Services Proposal

Dear Mr. Czasak:

ROWE Professional Services Company would like to thank you for the opportunity to submit this proposal to provide Engineering Services for your road improvement project. The proposed project consists of milling, resurfacing and related work of Columbia Street from the intersection of Montague Avenue/Columbia Street, northerly to Frank Street and Montague Avenue from the westerly side of the intersection of Green Street/Montague Avenue, easterly to the Columbia Street intersection. The project will be let (bid out) through the Michigan Department of Transportation's (MDOT) Local Agency Program (LAP) and therefore the project must follow MDOT LAP guidelines. As you may be aware, ROWE has successfully completed many LAP projects for the city over the past 24(±) years. The more recent project was Gilford Road. ROWE is looking forward to the opportunity to make this project successful as well.

Funding from MDOT will be available in FY 2024 which begins in October 2023. Construction is anticipated to begin in the summer of 2024 (see proposed schedule for project milestone dates and clarifications).

We propose the following scope of services for this project.

SCOPE OF SERVICES

Design Phase

1. Administer a project kick-off meeting with city staff to review scope of project and timeline.
2. Complete MDOT form 1425 to the MDOT Office of Rail to confirm that a Railroad Diagnostic Study Team Review Meeting to review the existing railroad crossing will not be required. This is based on the recent and similar submittal for S Colling Road where the Office of Rail determined a review meeting was not required.
3. Complete and submit the National Environmental Policy Act (NEPA) clearances. This includes the environmental reviews, endangered species review, State Historical Preservation Office (SHPO) clearance, traffic impacts, soils, location maps, etc. as required per the MDOT form 5323 (20 pages).

SINCE 1962

4. Prepare the MDOT Program Application for city review / signature and submit to MDOT for their review and approval.
5. Obtain topographic survey data within the project limits for the preparation of schematic plans. Our topographic survey scope consists of the following:
 - Establish horizontal and vertical control for the design survey and construction.
 - Full topographic survey of the Montague Avenue portion of the project to confirm if existing shoulder widths, road centerline profile and pavement cross slopes meet standards. The original design plans for Columbia Street will be utilized for that portion of the project.
 - Locate existing signs for replacement.
 - Determine the location of the existing right-of-way.
 - Request utility locations
6. Develop preliminary bidding documents (plan set, special provisions, and cost estimate) for the Grade Inspection (GI) review. Plan set will be schematic plans that meet the requirements of MDOT LAP for a mill and overlay project. Plan set sheets will include Cover Sheet, Legend Sheet, Note Sheet(s), Detail Sheet(s), Removal Sheets, Road Plan Sheets, Pavement Markings and Signage Sheet and Traffic Control Sheet.
7. Prepare required design documentation for MDOT including pavement design, a traffic mobility review and crash analysis. The city will provide the crash data for ROWE to analyze and incorporate into a Crash Analysis Report. We will utilize the traffic counts and soil borings that the city has or is obtaining for this project.
8. Submit the required documentation to MDOT through ProjectWise software for Preliminary Plan (GI) review. We will schedule and participate in the GI meeting along with the city to receive comments.
9. Throughout the project, we will develop an Engineer's opinion of construction costs to verify that the project is still within the anticipated budget. If overruns are identified, we will work with the city to review possible reductions in scope.
10. Attend one (1) public meeting to discuss the project with adjacent stakeholders. We understand that maintaining access to the existing businesses and residences will be critical during construction. We will incorporate this requirement into the bidding documents to ensure the Contractor is required to maintain access.
11. Assist the city in the preparation and submittal of all agency permits. Based on our understanding of the project, we anticipate submitting the following permit applications:
 - Soil Erosion and Sedimentation Control (SESC) from county building codes
12. Revise the documents based upon the feedback from the GI meeting and permitting agencies and submit them to MDOT for Final Plan Submittal using the ProjectWise Software for approval and bid letting. MDOT will take bids for this project and select the Contractor.
13. If requested by MDOT, we will respond to comments during bidding that would require clarification and/or an addendum to the bid documents.

The following services are not included in the above scope of work, but can be provided at the Owner's request for additional fees:

1. Additional survey work, including possible easement preparation(s).
2. MDOT Office of Rail Railroad Diagnostic Study Team Review meeting or improvements that might be identified or required. Based on S Colling Road, we do not anticipate a review meeting will be required.
3. MDOT LAP Section 106 Application (full State Historic Preservation Office (SHPO) review). Proposal is based on all proposed work meeting the Group 2 Conditionally Excepted as determined by MDOT and that no further SHPO review will be required.
4. Soil borings and geo-technical work – the city will contract these services directly with a geo-technical company.
5. Construction Engineering Services. ROWE will provide the city with a proposal for the construction engineering once the design is completed and construction schedule/duration is determined.

SCHEDULE

As stated above, this project will be funded by MDOT and will need to adhere to the LAP Project Planning Guide for submittal dates. We have prepared the following project design schedule for your consideration based on a May 2024 letting and for construction starting in August 2024. We will continuously review this schedule with the city to keep all parties informed of progress.

TASK	DATE
City Council Award Design Phase.....	July 17, 2023
Project Kick-Off Meeting	July 24, 2023
Submit to MDOT Office of Rail	July 28, 2023
Submit to SHPO for Clearance	September 01, 2023
Submit NEPA Application.....	September 01, 2023
Programming Application Submittal	November 01, 2023
GI Package Submittal	December 4, 2023*
Approximate GI Meeting	January 3, 2024*
Final Plan Submittal	February 16, 2024*
Obligation of Funds	March 2024*
Letting Date	May 03, 2024*
Construction Begins.....	August 07, 2024
Construction Complete.....	September 20, 2024

* MDOT dates from planning guide

COMPENSATION

ROWE proposes to provide Design Engineering Services as outlined above for a Lump Sum fee of \$[REDACTED]. This fee includes \$[REDACTED] for National Environmental Policy Act (NEPA) clearance (environmental and SHPO clearance required by MDOT) and \$[REDACTED] for a topographic survey to create schematic plans. This fee is inclusive of all ROWE costs as we do not invoice separately for travel, reproductions, etc. The city will be responsible for paying all fees required to obtain the permits as previously outlined.

ROWE will invoice the City of Caro monthly based upon the work completed to date. Invoices shall be due and payable within thirty (30) days of each progress billing.

Again, thank you for the opportunity to provide engineering services to the city for this project. If you should have any questions or would like to discuss the proposal further, please do not hesitate to contact our Lapeer office at (810) 664-9411.

Sincerely,
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2023.07.10 13:05:20 -04'00'

Michael C. Carpenter
Project Administrator

R:\Projects\PROPOSAL\LETTER PROPOSAL WORK IN PROGRESS\City of Caro\2023\Columbia Street\Design Eng\Columbia
Proposal.docx

Contract for Engineering Services

Columbia Street and Montague Avenue Resurfacing Project with MDOT LAP funds
City of Caro

THIS AGREEMENT, entered into this _____ day of _____, by and between The City of Caro hereinafter referred to as the "Client", and ROWE Professional Services Company, hereinafter referred to as the "Consultant".

The Client has the following project, hereinafter referred to as the "Project".

Proposed project consists of HMA milling, resurfacing and related work of Columbia Street from the intersection of Montague Avenue/Columbia Street, northerly to Frank Street and Montague Avenue from the westerly side of the intersection of Green Street/Montague Avenue, easterly to the Columbia Street intersection. The project will be let (bid out) through the Michigan Department of Transportation's (MDOT) Local Agency Program (LAP) and therefore the project must follow MDOT LAP format.

The Client and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows in regard to the involvement of the Consultant in the Project:

Section 1 – Basic Services of the Consultant

A. Scope of Service:

The Consultant will perform the services described in the Consultant's Proposal, dated July 10, 2023 (hereinafter the "Services"). A copy of the Proposal is attached and incorporated into this Agreement as Exhibit A.

B. General:

1. The Consultant agrees to perform the Services in a timely manner, consistent with sound professional practice, in connection with the Project. If there is a written schedule that applies to the Services, it will be identified in Exhibit A or in a separate written document agreed to by both the Client and Consultant.
2. Serve as the Client's representative with respect to the work to be performed under this Agreement. Consultant shall have complete authority to provide direction, transmit instructions, receive, and review information, interpret, and define Client's policies and decisions with respect to the work covered by this Agreement.

Section 2 – Additional Services of the Consultant

A. General:

If authorized in writing by the Client, the Consultant will perform additional services of the following types which will be paid for by the Client as indicated in Paragraph 5.B.

1. Additional services due to changes in the general scope of the Project.
2. Additional services due to unforeseen or hidden conditions.
3. Additional services in connection with the Project, not otherwise provided for in this Agreement, subject to prior approval of the Client.

Section 3 – Client's Responsibilities

A. General:

1. Provide full information as to its requirements for the Project.
2. Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to the Services of the Project.
3. Provide access for the Consultant to enter upon lands as required for the Consultant to be able to perform the Services.

4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services or the Project. The Consultant will assist the Client in preparing applications and documents to secure approvals and permits. The Client is responsible for payment of permit application fees and charges.
5. Provide reasonable legal, accounting, and insurance counseling services for the Project.
6. Obtain approval of governmental authorities having jurisdiction over the Project.
7. Furnish, or direct the Consultant to provide, at the Client's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
8. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect or suspected defect in the Project. Decisions and direction from the Client shall be provided in a timely manner, so as to not delay the Services or the Project.

Section 4 – Period of Service

A. General:

1. The Consultant will commence performing the Services after this Agreement is signed by the Client and the Client has provided written authorization to proceed.
2. The Services shall be considered complete when Services described in Exhibit A have been completed.

Section 5 – Payments to the Consultant

A. Payments for Basic Services of the Consultant Under Section 1:

1. The Client will pay the Consultant for the Services and reimbursable expenses indicated in Exhibit A.
2. The payment for the Services, including reimbursable expenses, as defined above shall be allocated to be paid monthly, as the Services progress. Payments are due within 30 days of the invoice date. Outstanding invoices in excess of 30 days will be subject to interest incurred at a rate of 1.5 percent per month. Effective after September 21, 2021, there is a 3 percent convenience fee on all amounts paid by the Client using a credit card.

B. Payment for Additional Services of the Consultant Under Section 2:

1. The Client will pay the Consultant for additional services within 30 days of the invoice date for the applicable additional services.

C. General:

1. If this Agreement is terminated after completion of any phase of the Consultant's Services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases completed shall constitute total payment for the Services rendered. If this Agreement is terminated during any phase of the Services, payment shall be made for Services performed prior to termination on the basis of the portion of each phase completed.
2. If, prior to termination of this Agreement, any Services designed or specified by the Consultant during any phase of the Services are suspended in whole or in part or abandoned not due to any fault of the Consultant, after written notice from the Client, the Consultant shall be paid for Services performed prior to receipt of such notice from the Client as provided in Paragraph 6.A for termination during any phase of the Services.
3. Where the Consultant utilizes subconsultants to perform a portion of the Services as approved by the Owner, and the subconsultants directly invoice the Consultant, the subconsultants' invoices will be marked up by 15 percent to cover administration costs.

Section 6 – General Conditions

A. Termination:

This Agreement may be terminated by either party upon 14 days' written notice (with or without cause). If this Agreement is so terminated, the Consultant shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except those provided by the Client, but including estimates, specifications, field notes, and data are and remain in the property of the Consultant as Instruments of Service. The Client shall be provided a set of reproducible drawings and copies of other record documents. However, they are not intended or represented to be suitable for re-use by the Client or others for extensions of the Project or for any other project. Copies of documents and data will be provided to the owner upon request along with a signed release of liability for use of said documents.

C. Insurance:

The Consultant shall secure and maintain Commercial General Liability, Auto, Workers' Compensation, and Professional Liability insurance while performing the Services under this Agreement. The Client shall secure and maintain insurance to protect the Project and its operations from loss or damage both during and after construction.

D. Successors and Assigns:

The Client and the Consultant each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer their interests in this Agreement without the written consent of the other party.

E. Independent Contractor:

It is understood and agreed that the Consultant is an independent contractor and is not an employee or agent of the Client.

F. Non-Discrimination:

The Consultant and/or any subconsultants shall not discriminate against any employees or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment.

G. Mediation:

In an effort to resolve any conflicts that arise while performing the Services of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

If mediation is unsuccessful in resolving the claim or dispute, then either party may pursue remedies at law or equity in a court of competent jurisdiction. The parties agree that Tuscola County is the proper venue for any such action.

H. Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/Project site, shall relieve the construction contractor(s) of its obligations, duties and responsibilities including, but not limited to, construction means, methods,

sequences, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with the construction work or any health or safety programs or procedures. The Client agrees to require the construction contractor(s) to provide liability insurance for the Project(s), indemnifying and listing as additional insureds the Client, the Consultant, and the Consultant's employees and subconsultants.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its employees and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause(s) including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and its employees shall not exceed the total fee for Services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. Standard of Care:

The Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant provides no warranty or guarantee, express or implied, with regard to the Services.

K. Project Information:

Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information.

L. Submittals:

If Consultant is requested to review contractor submittals such as shop drawings, product data and samples, that review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the plan, specifications or other deliverables issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. Consultant's review shall not constitute approval of safety precautions or, any construction means, methods, techniques, sequences, or procedures. The Contractor understands and agrees that approvals, reviews, and inspections are for the sole and exclusive purposes of the Consultant, which is acting in a governmental capacity under the contract. The Consultant approvals, reviews, and inspections do not relieve the Contractor of its contractual obligations. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

M. Construction Phase:

The Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the requirements of the plans, specifications or other deliverables prepared by the Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the construction contractor or of any other persons or entities performing portions of the construction work.

N. Applicable Law:

The terms of this Agreement shall be governed by the laws of the State of Michigan. In the event a provision of this Agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

Section 7 – Special Provisions

The Client and the Consultant mutually agree that this Agreement shall be subject to the following special provisions which, together with the remaining provisions hereof, and the exhibits hereto, represent the entire Agreement between the Client and the Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, concerning such subject matter. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.

NONE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written. By signing below, you represent that you are fully authorized to enter into the terms of this Agreement.

Client:
City of Caro

Signature

Typed Name and Title

Consultant:
ROWE Professional Services Company

Mike Carpenter

Digitally signed by Mike
Carpenter
Date: 2023.07.26 18:56:17 -04'00'

Signature

Typed Name and Title

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Eng\Contract for Services.docx

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: Agenda Item – Water and Sewer Agreements – Caro Center

Members of the Caro City Council,

As you might be aware, we provide water and sewer services to the Caro Center facility outside of the City limits to the state of Michigan. As part of the building of the new facility a set of agreements for the water and sewer services are required. Previously, the City Council has adopted the Water agreement, however, recently the City agreed to provide maintenance to the back-up well the State will be building on site, so an updated agreement is needed. The State nor the City has any record of the sewer agreement having been finalized, despite construction already being completed.

These contracts cover who was responsible for the construction of the services, which has already occurred based on the terms in these contracts, and importantly, sets forth that the Caro Center will pay water and sewer rates as set forth by Council, which based on geography would be the out of the City rates. These agreements were initially drafted by Miller Canfield but due to the lapse in time between drafting and this point I also had the City Attorney review the contracts and she has approved them as to form. The State has also found this version of the contracts acceptable.

Your options for motions are:

1. Allow the Mayor and Clerk to sign the Water and Sewer agreements between the City of Caro and the State of Michigan for services at the Caro Center as presented.
2. Table for further discussion.
3. Take no action.

AGREEMENT FOR THE CONSTRUCTION OF A WATER MAIN, THE PROVISION OF WATER SUPPLY SERVICES AND MAINTENANCE OF A SECONDARY WATER SUPPLY

This Agreement for the Construction of a Water Main, Provision of Water Supply Services, and Maintenance of a Secondary Water Supply (the "Agreement") is made by and between the State of Michigan (the "State") and the City of Caro, County of Tuscola, State of Michigan (the "City"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

WHEREAS, the State has agreed to improve or construct the State Facility and to receive Water Supply Services from the City; and

WHEREAS, the Improved Facilities need to be constructed in order to be able to provide Water Supply Services to the State Facility; and

WHEREAS, the State has agreed to pay the Costs of the Improvements; and

WHEREAS, the State will be responsible for designing, in collaboration with the City, and constructing the Secondary Water Supply, which will be owned by the State but operated and maintained by the City pursuant to the terms of this Agreement and on the behalf of the State upon its completion; and

WHEREAS, the City will provide Water Supply Services to the State Facility upon completion of construction of the Improved Facilities.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Article I
Definitions

Section 1.1 Definitions. As used in this Agreement:

"Extraordinary Maintenance" means any non-routine maintenance of the Improved Facilities or the Secondary Water Supply, as applicable, requiring replacement or repair of any component(s) thereof prior to the natural expiration of its expected useful life.

"City Improved Facilities" means a new transmission water main connecting the System to the State Facility, together with all related appurtenances, attachments and facilities thereto.

"City Improvements" means all of the work, investments, and activities made or conducted, in whole or in part, necessary for the planning, design, bidding, and construction of the City Improved Facilities.

“Costs of the Improvements” means all expenses incurred by the City related to the planning, design and construction of the Improvements, including, but not limited to all costs of property acquisition, material acquisition and storage, labor, payment and/or performance bonds, construction, design engineering, construction engineering, contingencies, and legal fees.

“Costs of the Secondary Water Supply” means all expenses incurred by the State related to the planning, design and construction of the Secondary Water Supply, including, but not limited to all costs of property acquisition, material acquisition and storage, labor, payment and/or performance bonds, construction, design engineering, construction engineering, contingencies, and legal fees.

“Design Standards” means the applicable standards relevant to the planning, design and construction of infrastructure improvements within the City, as adopted and contained in the City’s Design Standards Manual, as such standards may be amended from time to time.

[“Existing State Facility” means the existing in-patient mental health treatment facility which will be replaced by the State Facility.”]

“Industry Practices” means the practices, methods, techniques, standards and acts employed in the public water industry for the operation and maintenance of a public water supply system.

“Improved Facilities” means the City Improved Facilities and the State Improved Facilities.

“Improvements” means the City Improvements and the State Improvements.

“Maintenance Specifications” means the document or documents, agreed to by the City and the State from time-to-time, that describe the regularly scheduled technical specifications and requirements necessary to maintain the Secondary Water Supply in good and workable condition.

“Ordinance” means all City ordinances and resolutions enacted by the City related to the City’s System (and Sewage Disposal System), generally codified in Chapter 38 in the City’s Code of Ordinances including the Design Standards, and including any related resolutions establishing or adjusting Rates for Water Supply Services.

“Rates” means all rates and charges established and amended from time-to-time by the City Council of the City pursuant to the Ordinance, charged to users and/or retail customers of the City’s System located outside of the geographic limits of the City.

“Routine Maintenance” means the regular, on-going actions performed by the City with respect to the Secondary Water Supply, as fully described in the Maintenance Specifications.

“Secondary Water Supply” means a back-up supply of water sufficient to supply clean, potable water to the State Facility. The Secondary Water Supply shall include the installation of

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and Maintenance of a Secondary Water Supply

an RPZ Backflow Prevention Device at the point of connection of the Secondary Water Supply and the System at the State Facility.

“Secondary Water Supply Maintenance Services” shall mean all actions necessary to operate, maintain, and manage the Secondary Water Supply, including Extraordinary Maintenance.

“State Improved Facilities” means a new fire loop connecting the System to the State Facility, together with all related appurtenances, attachments and facilities thereto.

“State Improvements” means all of the work, investments, and activities made or conducted, in whole or in part, necessary for the planning, design, bidding, and construction of the State Improved Facilities.

“State Facility” means the 100 bed, in-patient mental health treatment facility to be constructed and/or improved by the State of Michigan commonly known as the Caro Center.

“System” means all plants, works, instrumentalities, and properties used or useful in connection with the provision of the Water Supply Services, which will include the Improved Facilities upon the completion of construction. The Secondary Water Supply is not a part of the System.

[“Transition Water Supply Services” means the provision of Water Supply Services by the City to the Existing State Facility during the construction of the Improved Facilities.]

“Water Supply Services” means all services necessary to obtain a water supply, treat water, or distribute water to retail customers of the City’s System, inclusive of the operations and maintenance of the System.

Section 1.2 Captions and Headings. The captions, headings, and titles in this Agreement are intended as a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.3 Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

Article II **Construction; Maintenance and Operation; System Ownership**

Section 2.1 Construction.

Section 2.1.1 Construction of the City Improved Facilities. The City shall undertake to design and construct the City Improved Facilities pursuant to the terms of this Agreement and applicable law. The City shall coordinate and receive input from the

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and Maintenance of a Secondary Water Supply

State to ensure the technical requirements of the State Facility will be satisfied. Upon completion of construction, the Improved Facilities will become a part of the System.

Section 2.1.2 Construction of the State Improved Facilities. The State shall undertake to design and construct the State Improved Facilities pursuant to the terms of this Agreement and applicable law. The State shall coordinate and receive input from the City to ensure the technical requirements of the System will be satisfied. Upon completion of construction and when accepted by the City, the State Improved Facilities will become a part of the System to be owned, operated and maintained by the City. The State shall pay for all costs of the State Improved Facilities.

Section 2.1.3 Construction of the Secondary Water Supply. The State shall plan, design and construct the Secondary Water Supply. The State shall coordinate and receive input from the City to ensure the Secondary Water Supply shall be compatible with the technical requirements of the System. The Secondary Water Supply shall not be part of the System. The State shall pay all of the Costs of the Secondary Water Supply. The City shall have no liability to pay any of the Costs of the Secondary Water Supply, including any costs of operation and maintenance except as provided herein.

Section 2.2 Water Supply Services. Upon completion of the construction of the Improved Facilities, and acceptance by the City of the State Improved Facilities portion thereof, the State shall receive, and the City shall provide, Water Supply Services from the City during the term of this Agreement. The terms and conditions of the City's provision of Water Supply Services and the State's receipt of Water Supply Services shall be the same as for all retail customers of the System as provided in the Ordinance except as explicitly modified by this Agreement, including payment of the Rates set by the City Council, as such Rates may be amended from time to time, for such Water Supply Services.

Section 2.3 Secondary Water Supply Maintenance Services.

Section 2.3.1 Commencement of Secondary Water Supply Maintenance Services. Upon completion of the construction of the Secondary Water Supply by the State, the City shall commence and perform the Secondary Water Supply Maintenance Services.

Section 2.3.2 Routine Maintenance. The City shall conduct Routine Maintenance of the Secondary Water Supply on an on-going basis according to Industry Practices to ensure that, at a minimum, the System provides the service levels described in Section 2.5. The State shall plan, budget for and pay the costs of equipment replacement and upgrades based on the expected useful life of the equipment and components used for the Secondary Water Supply based on manufacturer recommendations.

Section 2.3.3 Extraordinary Maintenance. The City shall perform Extraordinary Maintenance for the Secondary Water Supply as necessary to ensure that, at a minimum, the System provides the service levels described in Section 2.4. The City

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shall make such personnel and equipment available as necessary to respond to and remediate any damage to or failure of the Secondary Water Supply or any individual component of the Secondary Water Supply on an as-needed basis.

Section 2.4 Service Levels. The City shall repair any damaged individual assets of the Secondary Water Supply, or components thereof, that have been reported as non-functioning within the standard timeframe for such repair, which standard timeframe shall be the standard of other public water suppliers of similar size to the City in the State of Michigan, of receiving such report of non-functionality, provided that if such damage cannot be reasonably repaired within such timeframe, then the City shall commence such repair within such timeframe and diligently prosecute such repairs until completion.

[**Section 2.5 Transition Water Supply Services.** During the construction of the Improved Facilities, the State shall receive, and the City shall provide, Transition Water Supply Services from the City until the commencement of Water Supply Services under Section 2.2 hereof. The terms and conditions of the City's provision of Transition Water Supply Services and the State's receipt of Transition Water Supply Services shall be the same as for all retail customers of the System as provided in the Ordinance except as explicitly modified by this Agreement, including payment of the Rates set by the City Council, as such Rates may be amended from time to time, for such Transition Water Supply Services.]

Article III Finance

Section 3.1 Costs of the Improvements.

Section 3.1.1 Costs of City Improvements. The State shall reimburse the City for all of the Costs of the City Improvements. The City shall submit monthly invoices to the State for all or a portion of the Costs of the Improvements previously incurred, which invoices shall include such supporting documentation from City suppliers and contractors sufficient to support the payment request.

The State shall pay all complete invoices within thirty (30) days of receipt thereof. If the State has requested additional supporting documentation for a portion of the Costs of the Improvements in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported Costs of the Improvements contained in that invoice within the requisite 30 day period and shall pay all remaining Costs of the Improvements within fifteen (15) days of receipt of sufficient supporting documentation.

Section 3.1.2 Costs of State Improvements. The State shall pay all of the Costs of the State Improvements.

Section 3.2 Rates – Water Supply Services. The State shall pay all applicable Rates for the Water Supply Services in accordance with the Ordinance, as amended from time to time by the City.

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and Maintenance of a Secondary Water Supply

Section 3.3 Rates – Secondary Water Supply Maintenance Services.

Section 3.3.1 Routine Maintenance. The State shall pay the City an initial monthly rate of \$ _____ for Routine Maintenance, payable on the same terms and conditions as the State pays for Water Supply Services. The Routine Maintenance rate does not include any costs of replacement and upgrades of the equipment and components used for the Secondary Water Supply. The Parties may agree in writing to change the rate charged for Routine Maintenance from time-to-time as circumstances so require, without amending this Agreement.

Section 3.3.2 Extraordinary Maintenance. The State shall pay the costs of Extraordinary Maintenance at actual cost to the City, on either a time and materials basis or as invoiced by any third party contractors. The City shall procure materials or engage contractors in accordance with its duly adopted procurement ordinance.

The City may undertake any Extraordinary Maintenance that costs less than \$5,000 without prior approval of the State. For any Extraordinary Maintenance that costs \$5,000 or more, the City shall only proceed upon written approval by the State.

Notwithstanding the foregoing paragraph, the City may engage in any Extraordinary Maintenance of the Secondary Water Supply without prior approval of the State if such Extraordinary Maintenance is necessary to avoid an immediate or impending threat to the health, safety and welfare of any people. In such case, the City shall only perform such Extraordinary Maintenance as is necessary to preserve the health, safety and welfare and shall seek State approval for any required additional Extraordinary Maintenance.

The City shall submit invoices to the State for all or a portion of the costs of Extraordinary Maintenance as incurred, which invoices shall include such supporting documentation from City suppliers and contractors sufficient to support the payment request. The State shall pay all invoices for Extraordinary Maintenance within thirty (30) days of receipt thereof. If the State has requested additional supporting documentation for a portion of the costs of Extraordinary Maintenance in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported costs of Extraordinary Maintenance contained in that invoice within the requisite 30 day period and shall pay all remaining costs of Extraordinary Maintenance within fifteen (15) days of receipt of sufficient supporting documentation.

Article IV
Term, Termination [Default]

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and
Maintenance of a Secondary Water Supply

Section 4.1 Effective Date. This Agreement shall become effective on the date that each of the following events have occurred (the “Effective Date”): (i) the approval and execution by the City; and (ii) the approval and execution by the State.

Section 4.2 Term and Expiration. This Agreement shall commence on the Effective Date and shall continue for a period of thirty (30) years, unless ownership or operation of the State Facility is transferred to a new owner or operator, in which case, the Agreement shall terminate upon such transfer. This Agreement shall automatically renew for additional thirty (30) year terms unless the non-renewing Party provides notice to the other Party of its intent not to renew no later than one year prior to the expiration date of a term.

Section 4.3 Termination for Convenience. Either Party may terminate the provision of Secondary Water Supply Maintenance Services, for any reason or no reason, with one year advance notice.

Section 4.4 Termination for Cause. The City may terminate the provision of Water Supply Services as provided in the Ordinance.

Either Party may terminate the provision of Secondary Water Supply Maintenance Services under Section 3.3. for cause upon the default of any related obligation hereunder, including non-payment by the State or failure to perform by the City, upon written notice of default to the defaulting Party, if such default goes uncured for a period of thirty (30) days from the date of such notice; provided that, if such default cannot be cured within such thirty (30) day period, the defaulting Party shall commence to remedy the default and diligently pursue the remedy to its completion.

Article V **Indemnification, Liability, and Damages**

Section 5.1 Indemnification. (a) Except as otherwise provided herein, to the extent permitted by law, each Party (an “Indemnifying Party”) shall indemnify and hold harmless the other Party (an “Indemnified Party”) and the Indemnified Party’s employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from any injury, loss, claim or damages caused by the gross negligence of the Indemnifying Party or any agent, employee, director, officer or contractor of the Indemnifying Party.

(b) The State shall indemnify and hold harmless the City and the City’s employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from any injury, loss, claim or damages caused by the negligence of the State or any agent, employee, director, officer or contractor of the State related to the design or construction of the Secondary Water Supply.

Section 5.2 Limitation of Liability; No Special Damages. Except as otherwise provided herein, neither Party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing

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replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

Section 5.3 Notice of Claims. If either Party becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the other Party, whether directly or indirectly, it shall inform the other Party in writing within fifteen (15) business days of receiving knowledge of the injury, damages, claim, demand, action, legal proceeding, or other loss. Such notice(s) shall be provided in accordance with Section 8.7 of this Agreement.

Article VI

Data Sharing; Cooperation; Access; Permits; Easements

Section 6.1 Data and Information. Each Party shall provide the other Party reasonable access to all data and information in the controlling Party's possession or control necessary to construct the Improvements. The State shall provide the City final "as-built" plans of or related to the Secondary Water Supply prior to the commencement of the Secondary Water Supply Maintenance Services.

Section 6.2 Access to Assets. The State shall provide the City or any of its contractors full access to all facilities, assets, easements, appurtenances, and related rights and property, owned, operated, or maintained by the State necessary to design, establish, construct, operate, and maintain the System on behalf of the State. The State shall permit the City full access to all facilities, assets, easements or appurtenances owned, operated, or maintained by the State, if any, and shall not impair access to any public rights of way.

Section 6.3 Cooperation. The Parties hereby agree to use commercially reasonable efforts to cooperate with each other to the fullest extent possible to effectuate the purposes of this Agreement.

Section 6.4 Permits. The State shall process and issue any permit(s) required under any applicable law necessary for the City to design and construct the City Improved Facilities within thirty (30) business days of receiving a request for such permit(s); *provided that* such request includes the detail and documentation otherwise required to issue such permit. The State shall not charge a fee to the City for any permits, approvals, reviews, or other actions required by the City.

The City shall process and issue any permit(s) required under any applicable law necessary for the State to design and construct the State Improved Facilities within thirty (30) business days of receiving a request for such permit(s); *provided that* such request includes the detail and documentation otherwise required to issue such permit. The City shall not charge a fee to the State for any permits, approvals, reviews, or other actions required by the City.

Section 6.5 Easements. The State shall grant the City all easements necessary or convenient for the construction, operation and maintenance of the Improved Facilities and any related improvements to or operation and maintenance of the System.

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and
Maintenance of a Secondary Water Supply

Article VII Disputes

Section 7.1 Informal Dispute Resolution. The State and the City will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the Parties, if necessary. Except as otherwise set forth herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the Parties will seek resolution of such disputes pursuant to Section 7.2.

Section 7.2 Jurisdiction and Venue. Except as otherwise set forth herein, in the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved by the Parties pursuant to Section 7.1, shall be submitted to the courts of the State of Michigan.

Article VIII Miscellaneous

Section 8.1 Amendment. This Agreement can be modified or amended only by written agreement executed and approved by both Parties in the same manner as required for the initial effectiveness of the Agreement, as applicable.

Section 8.2 Heirs, Successors, and Assigns; Transferability. All provisions of this Agreement are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the State and the City. This Agreement may not be transferred to any third party except by written agreement of the Parties.

Section 8.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 8.4 Governing Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

Section 8.5 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and
Maintenance of a Secondary Water Supply

Section 8.6 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 8.7 Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices shall be addressed to each other Party's signatory to this Agreement. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via certified mail to the address included with each Party's signature to this Agreement. Notices shall be mailed to the following addresses:

If to the State:

If to City: City of Caro
Attention: City Manager
317 S. State Street
Caro, Michigan 48723

Section 8.8 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Section 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 8.10 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Amendment and, therefore,

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and Maintenance of a Secondary Water Supply

waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

This Agreement is executed by the Parties on the dates indicated below.

CITY OF CARO

Dated: _____

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Clerk

STATE OF MICHIGAN

Dated: _____

By: _____

Its:

36297499.7\014484-00034

Agreement for the Construction of a Water Main, Provision of Water Supply Services, and
Maintenance of a Secondary Water Supply
- Signature Page -

AGREEMENT FOR THE CONSTRUCTION OF A SEWAGE DISPOSAL MAIN AND THE PROVISION OF SEWAGE DISPOSAL SERVICES

This Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage Disposal Services (the "Agreement") is made by and between the State of Michigan (the "State") and the City of Caro, County of Tuscola, State of Michigan (the "City"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

WHEREAS, the State has agreed to improve or construct the State Facility and to receive Sewage Disposal Services from the City; and

WHEREAS, the Improved Facilities need to be constructed in order to be able to provide sewage disposal services to the State Facility; and

WHEREAS, the State has agreed to pay the Costs of the Improvements; and

WHEREAS, the City will provide Sewage Disposal Services to the State Facility upon completion of construction of the Improved Facilities.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Article I Definitions

Section 1.1 Definitions. As used in this Agreement:

"Costs of the Improvements" means all expenses incurred by the State related to the planning, design and construction of the Improvements, including, but not limited to all costs of property acquisition, material acquisition and storage, labor, payment and/or performance bonds, construction, design engineering, construction engineering, contingencies, and legal fees.

"Design Standards" means the applicable standards relevant to the planning, design and construction of infrastructure improvements within the City, as adopted and contained in the City's Design Standards Manual, as such standards may be amended from time to time.

"Existing Facilities" means the portions of sewer lines and all related appurtenances, attachments and facilities that currently connect the System to those four (4) certain customers located on Center Road adjacent to the site of the State Facility. For the avoidance of doubt, the Force Main is not a part of the Existing Facilities.

"Force Main" means the force sewer main that currently is connected to the State Facility, which will be partially relocated as part of the Improvements.

“Improved Facilities” means new sewer lines, including a partial relocation of the Force Main, and all related appurtenances, attachments and facilities to be designed and constructed in order to connect the System to the State Facility.

“Improvements” means all of the work, investments, and activities made or conducted, in whole or in part, necessary for (1) the preliminary inspection, and the repair and replacement of all or a portion of, the Existing Facilities; (2) the planning, design, bidding, and construction of the Improved Facilities, including the partial relocation of the Force Main; (3) if necessary, the removal or safe and lawful abandonment of all or a portion of the Existing Facilities that will no longer be in service.

“Ordinance” means all City ordinances and resolutions enacted by the City related to the City’s System (and Water Supply System), generally codified in Chapter 38 in the City’s Code of Ordinances including the Design Standards, and including any related resolutions establishing or adjusting Rates for Sewage Disposal Services.

“Rates” means all rates and charges, including but not limited to all connection fees, established and amended from time-to-time by the City Council of the City pursuant to the Ordinance, charged to users and/or retail customers of the City’s System located outside of the geographic boundaries of the City.

“Sewage Disposal Services” means all services or acts necessary for the collection, treatment, or disposal of sewage or industrial wastes, inclusive of the operations and maintenance of the System.

“State Facility” means the 100 bed, in-patient mental health treatment facility to be constructed and/or improved by the State of Michigan commonly known as the Caro Center.

“System” means all interceptor sewers, sanitary sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the provision of Sewage Disposal Services by the City, which include will include the Existing Facilities, upon the installation of meters at the existing customers sites, and will include the Improved Facilities upon the completion of construction.

Section 1.2 Captions and Headings. The captions, headings, and titles in this Agreement are intended as a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.3 Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

Article II Construction; Maintenance and Operation; System Ownership

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage
Disposal Services

Section 2.1 Construction of the Improved Facilities. The State shall undertake to design and construct the Improved Facilities pursuant to the terms of this Agreement and applicable law. The State shall coordinate and receive input from the City to ensure the technical requirements of the System will be satisfied. Upon completion of construction and when accepted by the City, the Improved Facilities will become a part of the System to be owned, operated and maintained by the City. The State shall pay for all costs of the Improved Facilities.

Section 2.2 Sewage Disposal Services. The State shall receive Sewage Disposal Services from the City during the term of this Agreement. The terms and conditions of the City's provision of Sewage Disposal Services and the State's receipt of Sewage Disposal Services shall be the same as for all similarly-situated retail customers of the System as provided in the Ordinance except as explicitly modified by this Agreement, including payment of the Rates set by the City Council, as such Rates may be amended from time to time, for such Sewage Disposal Services.

Section 2.3 Pump Station - Ancillary Issues.

Section 2.3.1 Electric Service. The State and the City agree that the City shall assume responsibility for all electric services from DTE for the existing pump station for the State Facility, to be billed directly to the City. The State shall pay for all costs associated with upgrades or improvements associated with the transfer of electric service to the City, including any costs of to power stations, and the installation of new electric meters.

Section 2.3.2 Water Supply. The State shall provide a source of water, at its own cost, sufficient to safely and properly operate the pump station. The City and the State shall subsequently agree on the technical requirements of the requisite water supply for the pump station for the State Facility.

**Article III
Finance**

Section 3.1 Costs of the Improvements. The State shall pay all of the Costs of the Improvements.

Section 3.2 Rates – Sewage Disposal Services. The State shall pay all applicable Rates for the Sewage Disposal Services in accordance with the Ordinance, as amended from time to time by the City.

**Article IV
Term, Termination [Default]**

Section 4.1 Effective Date. This Agreement shall become effective on the date that each of the following events have occurred (the "Effective Date"): (i) the approval and execution by the City; and (ii) the approval and execution by the State.

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage Disposal Services

Section 4.2 Term and Expiration. This Agreement shall commence on the Effective Date and shall continue for a period of [thirty (30)] years. This Agreement shall automatically renew for additional [thirty (30)] year terms unless the non-renewing Party provides notice to the other Party of its intent not to renew no later than [one] year prior to the expiration date of a term.

Section 4.3 Termination for Convenience. Either Party may terminate this Agreement, for any reason or no reason, with one year advance notice.

Section 4.4 Termination for Cause. The City may terminate the provision of Sewage Disposal Services as provided in the Ordinance.

Article V Indemnification, Liability, Damages, and Insurance

Section 5.1 Indemnification. Except as otherwise provided herein, to the extent permitted by law, each Party (an "Indemnifying Party") shall indemnify and hold harmless the other Party (an "Indemnified Party") and the Indemnified Party's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from any injury, loss, claim or damages caused by the gross negligence of the Indemnifying Party or any agent, employee, director, officer or contractor of the Indemnifying Party.

Section 5.2 Limitation of Liability; No Special Damages. Except as otherwise provided herein, neither Party shall be liable to the other for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable.

Section 5.3 Notice of Claims. If either Party becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the other Party, whether directly or indirectly, it shall inform the other Party in writing within fifteen (15) business days of receiving knowledge of the injury, damages, claim, demand, action, legal proceeding, or other loss. Such notice(s) shall be provided in accordance with Section 8.7 of this Agreement.

Article VI Data Sharing; Cooperation; Access; Permits; Easements

Section 6.1 Data and Information. Each Party shall provide the other Party reasonable access to all data and information in the controlling Party's possession or control necessary to construct the Improvements.

Section 6.2 Access to Assets. The State shall provide the City or any of its contractors full access to all facilities, assets, easements, appurtenances, and related rights and property, owned, operated, or maintained by the State necessary to design, establish, construct,

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage
Disposal Services

operate, and maintain the System on behalf of the State. The State shall permit the City full access to all facilities, assets, easements or appurtenances owned, operated, or maintained by the State, if any, and shall not impair access to any public rights of way.

Section 6.3 Cooperation. The Parties hereby agree to use commercially reasonable efforts to cooperate with each other to the fullest extent possible to effectuate the purposes of this Agreement.

Section 6.4 Permits. The City shall process and issue any permit(s) required under any applicable law necessary for the State to design and construct the Improved Facilities within thirty (30) business days of receiving a request for such permit(s); *provided that* such request includes the detail and documentation otherwise required to issue such permit. The City shall not charge a fee to the State for any permits, approvals, reviews, or other actions required by the City.

Any permits obtained by the State during the design and construction of the Improved Facilities shall be assigned to the City upon completion thereof and acceptance by the City and assumption of the Improved Facilities into the System.

Section 6.5 Easements. The State shall grant the City all easements necessary or convenient for the operation and maintenance of the Improved Facilities and any related improvements to or operation and maintenance of the System.

Article VII Disputes

Section 7.1 Informal Dispute Resolution. The State and the City will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the Parties, if necessary. Except as otherwise set forth herein, if such managers are unable to resolve the dispute within fifteen (15) business days of referral (or any other mutually agreed upon timeframe), the Parties will seek resolution of such disputes pursuant to Section 7.2.

Section 7.2 Jurisdiction and Venue. Except as otherwise set forth herein, in the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved by the Parties pursuant to Section 7.1, shall be submitted to the courts of the State of Michigan.

Article VIII Miscellaneous

Section 8.1 Amendment. This Agreement can be modified or amended only by written agreement executed and approved by both Parties in the same manner as required for the initial effectiveness of the Agreement, as applicable.

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage
Disposal Services

Section 8.2 Heirs, Successors, and Assigns; Transferability. All provisions of this Agreement are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of the State and the City. This Agreement may not be transferred to any third party except by written agreement of the Parties.

Section 8.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 8.4 Governing Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

Section 8.5 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

Section 8.6 Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement, including any agreements on existing or prior rates or Rates. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 8.7 Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices shall be addressed to each other Party's signatory to this Agreement. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via certified mail to the address included with each Party's signature to this Agreement. Notices shall be mailed to the following addresses:

If to the State:

If to City:

City of Caro
Attention: City Manager
317 S. State Street
Caro, Michigan 48723

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage
Disposal Services

Section 8.8 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Section 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 8.10 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Amendment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

(Balance of this page intentionally left blank)

This Agreement is executed by the Parties on the dates indicated below.

CITY OF CARO

Dated: _____

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Clerk

STATE OF MICHIGAN

Dated: _____

By: _____

Its:

36310262.5\014484-00034

Agreement for the Construction of a Sewage Disposal Main and the Provision of Sewage
Disposal Services
- Signature Page -

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
BOB ESCHENBACHER
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: Agenda Item – Fire Department Radios

Members of the Caro City Council,

As you are aware, during the budget process the Fire Department budgeted to purchase radios for the Department as part of their regular replacement of equipment. These radios work with the standardized bands of communication currently used by the state. The Fire Department would like to purchase 6 of these radios this year for an overall cost of \$22,923.44. This item was budgeted for this year and the invoice is slightly over the original budgeted cost of \$22,200 but we built some cushion into the budget in case of increases in cost due to inflationary pressures.

The cost of these radios continues to increase and in my discussions with Chief Heckroth he informed me that this price will not hold for long, so immediate purchase at this price is preferable.

Your option for motions is:

1. Motion to authorize the purchase of 6 radios from DigiCom Global, Inc. for a cost of \$22,923.44.
2. Postpone for further discussion.
3. Take no action.

Digicom Global Inc.

3911 Rochester Rd.
Troy, Mi. 48083

Invoice

Date	Invoice #
7/2/2023	7262

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
	Net 30	TIM

Quantity	Item Code	Description	Price Each	Amount
6	VP6430GRF2 SCD...	Need him to OK 7-21-23 Quotation prepared for: Jerry Middaugh cfld7902@yahoo.com 989-551-3320 VOICE ANNUNCIATION INCLUDED. CUSTOMER PAID FOR THIS EARLIER N/C Must reprogram first batch over then match to the 2nd program.		
6	VP6430GRF2 SCD 762-806 and 806-870 MHz P25 Model	2 Standard Keypad, Green Housing, Top Display, Front	2,144.00	12,864.00
		Full Color Display, 3 watts, 1024 Channels, 255 Zones, IP		
		67 & Mil Spec C/D/E/F/G. . 3 Year Warranty. Radio		
		ONLY. DES & ARC4 / ADP Encryption		
6	VIK 8322000002 ...	VIK 8322000002 SCD License key for P25 conventional	304.00	1,824.00
		for VP-6000/7000/8000 series. Kit price given field price		
		\$480.		
6	VIK 8322000005 ...	EFJ 8322000005 License key for P25 Phase 1 trunking for	108.00	648.00
		VP-6000 series EFJ 8322000005		
6	VIK AES 832300...	VIK AES 8323000004 AES encryption module Multi Key	412.00	2,472.00
		includes DES if requested a build or when purchasing for		
6	VIK IS 250VP50...	field radio VIK IS 250VP500001 add intrinsically safe option. Requires IS rated battery	86.40	518.40

	Subtotal
--	-----------------

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Phone #	Web Site
248-866-6000	digicomglobal911.com

Digicom Global Inc.

3911 Rochester Rd.
Troy, Mi. 48083

Invoice

Date	Invoice #
7/2/2023	7262

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
	Net 30	TIM

Quantity	Item Code	Description	Price Each	Amount
6	KRA-32K SCD	KRA-32K 700 800 megahertz antenna	31.44	188.64
6	DGKNB-L2LIIS	DGKNB-L2LIIS 3400 mAh Li-ion intrinsically safe batteries. For Kenwood TK-5000/NX-5000/VP5000/VP6000 series. Charge to upgrade from standard included regular battery to Intrinsically Safe Battery	134.00	804.00
6	KSC-32 SCD	KSC-32 CHARGER (RAPID)	65.60	393.60
6	KMC-70GR SCD	KMC-70GR Mil Spec IP67 (Immersion) Intrinsically safe, high visibility green speaker mic with active noise reduction and 3 programmable buttons and 3.5 mm audio jack	124.80	748.80
6	VIK 2990600013	VIK 299-0600-013 EFJ 2 year extended warranty	152.00	912.00
1	Shipping	Shipping EST	50.00	50.00
	MiDeal	MiDeal state contract pricing require contract # 21000000896 to be listed somewhere on the PO.	0.00	0.00
6	MPSCS	MPSCS \$250.00 one time programming fee good for the life of the radio	250.00	1,500.00

	Subtotal	\$22,923.44
	Sales Tax (6.0%)	\$0.00
	Total	\$22,923.44
	Payments/Credits	\$0.00
	Balance Due	\$22,923.44

Phone #	Web Site
248-866-6000	digicomglobal911.com

City of Caro

Purchasing and Bid Procedure Policy

The following policy for the City of Caro shall govern as there is no state law requiring local units of government to go out for bid for purchaser for any amount. Any and all purchases made must be within the employee spending limit and in the amount of such budgeted item. It must be taken out of the line in which it is budgeted. Any budget adjustments must be approved by the Council prior to purchase.

Purpose:

This policy is designated to serve as a guide for all purchase by the City of Caro. All purchases are ultimately the responsibility of the City Manager as the purchasing agent for the City of Caro. The City Manager may approve or deny in accordance with the provisions of this policy and limitations of the City of Caro budget, unless there is an emergency. The City Manager may authorize purchases of \$5,000.00 (five thousand dollars) or less and shall approve and sign these purchase orders. In the case of an emergency, when necessary to protect the health, welfare, safety and wellbeing of the community, the City Manager may make or authorize expenditures higher than \$5,000.00 (five thousand dollars) and not to exceed any amount of \$25,000.00 (twenty-five thousand dollars) in the event of an emergency.

This policy does not apply to the expenditures made within the City of Caro Downtown Development Authority, which is subject to the provisions contained within Policy and Procedures approved by the Downtown Development Authority.

Department heads shall be responsible for the actual purchasing of their departments, except for certain standard office supplies, which will be purchased through the front office.

Department heads are authorized to spend up to the following limits:

- City Treasurer, City Clerk, Police Chief, Fire Chief \$1,500 (fifteen hundred dollars)
- Department of Public Works Superintendent and Wastewater Treatment Plant Superintendent \$2,500 (twenty-five hundred dollars)
- City Manager \$5,000 (five thousand dollars)

without prior approval of the City Manager, provided the funds are available pursuant to the approved department heads budget for the fiscal year. Department heads will prepare purchase orders for the City Manager's approval and signature if their purchase is over their designated amount. Once approved by the City Manager the purchase order will be provided to the City Clerk, Treasurer or their designee to facilitate payment of invoices.

With every purchase, a reasonable attempt to ensure that the purchases are being made in a manner that ensure that the City is receiving the best value for the money being expended.

Adopted by Council
Policy: 23-001, 02/06/23

City of Caro

Purchasing and Bid Procedure Policy

Purchase orders are numbered and will be prepared in advance of any purchase. The manager or department heads may have subordinates make purchases. The employee making the purchase, must sign the vendor's sales slip, and the respective department head will verify authorization prior to sending it for payment by reviewing the purchase order. Reasonable effort should be made to ensure that the purchase order number is placed on the invoice.

Section 1 – Purchase Orders

A. Purpose

The purpose of the purchase order system is designated to provide a method to screen purchaser request, to account for the disbursement of funds and keep track of purchases to be delivered. All purchases will require the completion of a purchase order.

B. Guidelines

1. The purchase order is a request for a purchase. The purchase order is authorization to make a purchase that requires a signature from a department head if less than following limits:
 - City Treasurer, City Clerk, Police Chief, Fire Chief \$1,500 (Fifteen hundred dollars)
 - Department of Public Works Superintendent and Wastewater Treatment Plant Superintendent \$2,500 (Twenty-five hundred dollars)

or the City Manager if the purchase is greater than \$5,000.00 (five thousand dollars) and less than \$5,000 (five thousand dollars) unless the City Manager is required to approve a purchase that is due to an emergency situation. In the case of an emergency, when necessary to protect the health, welfare, safety and wellbeing of the community, the City Manager may make or authorize expenditures higher than \$5,000.00 (five thousand dollars) and not to exceed any amount of \$25,000.00 (twenty-five thousand dollars) in the event of an emergency.

City of Caro

Purchasing and Bid Procedure Policy

2. A purchase order is the approval of a purchase for a specific item or items, from a specific vendor, at a specified rate. Any significant change in the purchase order may void that purchase order, and the employee making the significant change in the purchase order may be held liable for that purchase. A significant change is a change in vendor, item or items being purchased, or an increase in the per unit cost.

C. Procedure

1. Credit card purchases shall follow the standard procedure as required for all purchases.
2. The manager or department heads may have subordinates make purchases. The employee making the purchase, must sign the vendor's sales slip, and the respective department head will verify authorization prior to sending it for payment by reviewing the purchase order.
3. In emergencies, when necessary to protect the health, welfare, safety and wellbeing of the community, the manager may make or authorize expenditure higher than \$5,000 (five thousand dollars) and not to exceed an amount of \$25,000 (twenty-five hundred dollars) in the event of an emergency.

Section 2 – Bid Policy

This policy will supersede City of Caro Bid Procedure Policy, Policy #10-022, adopted by City of Caro Council on January 18, 2010

A. Purpose

1. Obtaining competitive bids is a method by which the City of Caro can reduce the cost of goods and services through competition.
2. All purchases of goods in an amount higher than \$10,000 (ten thousand dollars) and all contracts for professional services must be approved by the City of Caro Council under the restrictions outlined below.

City of Caro

Purchasing and Bid Procedure Policy

B. Bids

1. A request for proposal (RFP) must be prepared for bids exceeding \$10,000 (ten thousand dollars) and a minimum of three (3) bids must be obtained. A Notice to Bidders is required to be published in one of the City's regular newspapers publications, the City's website and should also be sent to all relevant vendors on the approved Vendor list. The bids must be sealed. The bids will be brought before the City Council with a recommendation for approval.
2. The bid requirements are waived for emergency situations where immediate repairs or purchases are necessary for the continued operations of a specific city department, operation or function. An example of an emergency situation would be a well house, pump, police, or fire vehicle, etc.
3. The department head requesting an item being bid must submit a description of the item or items to be bid, and any specification to be met by those items to the manager, who serves as a purchasing agent for the City of Caro.
4. All bids shall be sent to City Hall, shall be documented as to the time and date received and shall be safeguarded and secured from opening until the time set for the bids are officially opened. A fax or email does not constitute a sealed bid.
5. Bids will be opened on the date specified in the Request for Proposals (RFP) prior to the City Council meeting where the bids are expected to be addressed. The bids will be opened at the City of Caro Municipal Building (City Hall), in the council chambers, by the City Manager and recorded by the City Clerk or their designee.
6. The City Council is not required to accept the lowest bid. The council may reject any and/or all bids or portions of bids submitted. Bids may be awarded as a total package or as an item-to-item basis.
7. If the City Council decides that the bid process is not practical in a given situation, they may waive the requirements of this policy on a majority, roll-call vote. A majority shall consist of four (4) or more affirmative votes.
8. The City of Caro reserves the right to modify any scheduled bidding at its discretion.

City of Caro

Purchasing and Bid Procedure Policy

9. Once council approves a bid award and it is found out that there are add-on's to the final figure and the cost of the bid is now higher than anticipated; the City Manager may decide who is next in line to receive the award and may do so with an amount Not to Exceed 10% (ten percent) of the original award amount. The City Manager may also inform the council of this change by email, or at the next regularly scheduled council meeting.

C. Professional Services

1. Bids and or quotes for professional services must be solicited and Request for Proposals (RFP) prepared for all contracted services, including professional services with the requirements listed below. Please note that bids for professional services does not include the Engineer of Record or the City Attorney.
2. Service contracts may cover a three (3) year period and include cost in increments reflecting each city's fiscal year of the contract. If the term of the contract is expected to be less than three (3) years, then the contract would cover the expected term.
3. At least three (3) quotes will be needed for professional service contacts that exceed \$10,000 (ten thousand dollars) from qualified firms or providers for services within the same scope.
The City Council will approve the expense on a majority roll call vote. Four (4) members voting in the affirmative is required.
4. All contracts must contain the clause that the City may terminate the contract with or without cause at any time, upon written thirty (30) day notice, and that the contractor must turn over any files and information in their possession to the City Manager at the end of that thirty (30) day period.
5. The contract may also contain the clause that the contractor may terminate the contract with or without cause at any time, upon written sixty (60) day notice, under the same conditions as made in item four (4) above.
6. Bids will be opened on the date specified in the Request for Proposal (RFP) prior to the City Council meeting where the bids are expected to be addressed. The bids will be opened at the City of Caro Municipal Building (City Hall), in the council chambers, by the City Manager and recorded by the City Clerk or their designee.

City of Caro

Purchasing and Bid Procedure Policy

7. The City Council is not required to accept the lowest bid. The council may reject any and/or all bids or portions of bids submitted. Bids may be awarded as a total package or as an item-to-item basis.
8. If the City Council decides that the bid process is not practical in a given situation, they may waive the requirements of this policy on a majority, roll call vote. A majority shall consist of four (4) or more affirmative votes.

Exceptions

No bidding is required if the purchase is made through the following:

- The State of Michigan Contract Purchasing Agreement (MiDeal)
- Any public procurement consortium with Cooperative Government Contracts

This policy shall be in effect upon adoption by the City Council and will remain in effect until it is rescinded by the City Council. This policy shall supersede any other policies, procedures or regulations put in place at the time of adoption. Revisions or amendments must be approved by the City Council and must be recorded in writing and maintained with this original policy by the City Clerk. This policy, and all subsequent amendments, will be provided by the City Clerk to all City Council members and to all department heads.

CITY OF CARO

CITY MANAGER
SCOTT CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
BOB ESCHENBACHER
EMILY CAMPBELL
DON HALL
PAMELA ISELER
CHARLOTTE KISH
JILL WHITE

TO: City Council
FROM: Karen Snider – Mayor
SUBJECT: Mayor's Report
DATE: August 7, 2023

It has been a busy period since my last Mayor report. The Tuscola County Fair was the center of attention with great attendance, lots of fun and so much good food. I was able to attend several times and enjoyed the conversations with friends and residents that I have not seen in a long time. A big thank you to all city staff, fair board members, volunteers and attendees that helped make this a successful event.

I will be meeting with the City Manager and Clerk on August 3 to create the agenda for the August 7 council meeting.

There was no Rotary meeting held on July 24 due to the Brentwood being closed. I did attend Rotary on July 17 and the program was a great presentation by Caro Police Officer Wessels. Officer Wessels gave an update regarding the Caro Police Department happenings. He also praised Officer Gaiser for his outstanding work as the School Resource Officer.

I attended Rotary on July 31, and the program was presented by Michael Wester, Pastor of Lighthouse Baptist Church. Pastor Wester explained that the Caro House of Hope is now known as the Family Promise of Tuscola County. He informed Rotary that family homelessness is a crisis in our community and estimated 100 families in Tuscola County with children are experiencing homelessness. The mission of Family Promise in Tuscola County is to end homelessness among families with children, one family at a time.

I attended the Parks and Recreation Committee meeting on July 18 and sat in on the Policy Committee on July 19.

The Tuscola Land Bank met on August 1 at the Purdy Building. A discussion took place regarding the Caro Police Demolition project. It appears that the project is going forward, and the building should be demolished by the first part of November (depending on availability of the contractor).

The below items are left on my report as reminders:

The Frankenmuth Bible Church is still looking for more projects for their large-scale community service project for the City of Caro on October 22. They will be bringing at least 400 volunteers to assist with this project. A flyer was put together by Frankenmuth Bible Church representatives and are now on the City Facebook page and the city website. The deadline for anyone in the City of Caro or no more than 3 miles out of the area who needs assistance (mowing lawn, painting small projects, etc.) is August 1. I am waiting to hear back from them to determine how many projects they have to date and if they will be extending the deadline date.

Tree planting in conjunction with Caro Rotary project.

Mayor Karen Snider

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
MICHELE PERRY
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JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, August 2, 2023
RE: City Manager's Report

Members of the Caro City Council,

It has been a productive three weeks since we have met, and during that time I was pleased to attend the Michigan Municipal Executive's Summer Conference where I was able to learn a lot from the presentations and from interactions with fellow Managers from across the state. I took training in strategic planning and budgeting, the Manager's role in the audit process, and municipal funding options. I also recently received the PowerPoint presentations for the breakout sessions I could not partake in, so I look forward to reviewing those as well. They also had general sessions in police shooting responses, ethics, and working with multiple generations in an office. I am very pleased to be able to participate in this program to grow in my position.

I am also very happy to report the bid packet for the destruction of the old Police Building is out for review by contractors and the Land Bank hopes to have a contractor in place to begin work by September 1st, with a stated goal of demolition being complete by October 31st. I know this project has had a long road, but that will only make reaching the destination all that much sweeter when we get there.

In addition to my usual meetings with staff, residents, businesses, and Rotary attendance I had meetings to discuss the drilling of the test well for our proposed new well by Well 6, with HRC and Superintendent Dienes to discuss our Wastewater Asset Management Plan, and performed my duties as an Election Commission member for the City of Caro by attending the Public Accuracy Test.

Finally, the painting at the Water Treatment Facility is going well, I met with the contractor and Superintendent Reese, and it was relayed to me that with the proper repairs we should be able to get many more years, possibly decades, of use out of the tanks. As part of my long-term goal of increasing preventative maintenance and a planned replacement schedule we will be increasing our monitoring of the tanks, to ensure we get as much use out of them as we can.

CITY OF CARO

CITY MANAGER
SCOTT CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
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MAYOR
JOE GREENE
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PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

TO: City Council/City Manager
FROM: Rita Papp – City Clerk
SUBJECT: Clerk's Report
DATE: August 7, 2023

- Continue to follow up on the upcoming changes to the election process due to the passing the Proposal 22-2, Promote the Vote.
- Continuing to attend Rotary Meetings to network with community members.
- Continuing to attend monthly LEAD Tuscola meetings as secretary of the Steering Committee.
- Due to 2 resignations, I posted 2 WWTP Operator positions on Indeed. Received several resumes. David Dienes II is reviewing the applicants and setting up interviews.
- Due to 2 vacancies, I posted 2 Seasonal Workers on Indeed. Still collecting resumes. Tom Reese is reviewing applicants.
- One police officer has resigned. Chief Newcomb has this position posted on the State of Michigan MCOLES website.
- The city of Caro will be having an election on August 8, 2023. Tuscola County Jail Proposal. County Clerk, Jodi Fetting authorized the City of Caro to combine both precincts for the August 8, 2023, election. Voting will take place in the fire hall only. The council room is not needed.
- The Election Commission Meeting was held June 8, 2023 & June 29, 2023.
- Mailed approximately 750 applications for Absent Voter's Ballot to the voters on our permanent AV list. Mailed out approximately 380 absentee ballots. We are in the process of developing our permanent ballot list. (Something new from Prop 22-2). We are continuously receiving requests for ballots and applications.
- Public Accuracy Testing is scheduled for July 21, 2023 at 9:00 a.m. I encourage the public to attend this to witness the testing of the ballots in the tabulator and to ask questions. Public Testing was completed and had no issues.
- Jana and I were in the office Saturday, August 5, 2023, 7:00 a.m. – 3:00 p.m. Election Law states that the Clerk's office must have mandatory weekend hours prior to Election Day. We were here to register voters, issue AV ballots and complete preparations for Election Day.
- House Bill 4702, Increase Precinct Size to 5,000 voters has been approved and signed by the Governor. Therefore, once this goes into effect, the City of Caro will be reduced to one precinct. It may be in effect for the Presidential Primary in February 2024. More information to come.
- No election in November 2023. Caro Library Recall was rejected.
- Clerks' office has been continuously working on document retention. Our goal is to get the attic organized.

