

AGENDA
REGULAR MEETING OF THE CARO CITY COUNCIL
APRIL 3, 2023, 6:30 P.M.

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS/VISITORS:

COMMUNICATION:

1. Caro Police Department 2022 Annual Report
2. Caro Fire Department 2022 Annual Report
3. Caro Roadhouse Museum and Historical Society 2022 Annual Progress Report

CONSENT AGENDA:

1. Regular Council Meeting Minutes – March 20, 2023
2. Special Council Meeting Minutes – March 23, 2023
3. Parks & Recreation Minutes – February 21, 2023
4. Invoices

REGULAR AGENDA:

1. Open Public Hearing – Upgrades and Improvements to the WWTP and Collection Systems
2. Close Public Hearing – Upgrades and Improvements to the WWTP and Collection Systems
3. Action - Resolution Adopting a Final Project Planning Document for Wastewater System Improvements and Designating an Authorized Project Representative
4. Caro Chamber of Commerce 2023 Cars & Craft Road Closure Request
5. Rowe Engineering – Proposed City Hall Parking Lot Project
6. Rowe Engineering – 2022 Sidewalk Replacement Project
7. Memorandum of Agreement – City of Caro Police Department & Caro Community Schools for School Resource Officer
8. Amendments to Employee Contracts – WWTP & DPW Directors Job Titles.
9. Certificate of Deposit Report

ITEMS PENDING/POSTPONED: None

MAYOR'S REPORT – Written report submitted.

MANAGER'S REPORT – Written report submitted.

CLERK'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENTS

ADJOURN



CARO POLICE DEPARTMENT

150 MONTAGUE AVE, CARO, MI 48723

Brian V. Newcomb, Chief of Police

DATE: January 3, 2023

TO: City Manager and Caro City Council

FROM: Brian V. Newcomb, Chief of Police

SUBJECT: 2022 Annual Report

STAFFING:

Chief, 6 Patrolmen Full Time, 3 Patrolmen Part Time, 3 Crossing Guards

TRAINING:

Officer Danks

HAZMAT

Firearms MCOLES qualification for handgun, shotgun and patrol rifle

Firearms Tactical shoot with MILO system

Taser update training

Scorpion vehicle stop sticks recertification

First Aid/CPR/AED update

Bola Wrap instructor training

Officer R.Gaiser

HAZMAT

Firearms MCOLES qualification for handgun, shotgun and patrol rifle

Firearms tactical shoot with MILO system

Taser update training

Scorpion vehicle stop sticks recertification

First Aid/CPR/AED update

Bola Wrap training

Officer S. Gaiser

HAZMAT

Firearms MCOLES qualification for handgun, shotgun and patrol rifle

Taser update training

Bola Wrap training

Scorpion vehicle stop sticks recertification

First Aid/CPR/AED update

Medical First Responder

Chief Newcomb

HAZMAT

First Aid/CPR

Firearms (instructor) MCOLES qualification/Handgun, Shotgun, Patrol Rifle

Stinger Spike strip training/update

Active Shooter management

Bola Wrap Instructor Training

Laminated vehicle window entry training

Officer Repkie

HAZMAT

Firearms MCOLES qualification for handgun, shotgun and patrol rifle

Firearms Tactical shoot on MILO system

Taser update training

Bola Wrap traininig

Scorpion vehicle stop sticks recertification

First Aid/CPR/AED update

Officer Clark

HAZMAT

EMT recert

Firearms MCOLES qualification/Handgun, Shotgun, Patrol Rifle

Firearms Tactical Shoot on MILO system

Stinger Spike strip training/update

Bola Wrap training

Officer Bandur

Training through Lapeer county Sheriff department

HAZMAT

Firearms MCOLES qualification for handgun, shotgun and patrol rifle

Taser update training

LEIN certification training
Criminal Justice Information Security awareness training
Scorpion vehicle stop sticks recertification
First Aid/CPR/AED update

Officer Avery

HAZMAT
Firearms MCOLES qualification for handgun, shotgun and patrol rifle
Firearms Tactical shoot on MILO system
Taser update training
Bola Wrap traininig
Scorpion vehicle stop sticks recertification
First Aid/CPR/AED update

Officer Wessels

HAZMAT
Firearms MCOLES qualification for handgun, shotgun and patrol rifle
Firearms Tactical shoot on MILO system
Taser update training
Bola Wrap traininig
Scorpion vehicle stop sticks recertification
First Aid/CPR/AED update
Medical First Responder

PATROL VEHICLE REPORT:

The patrol vehicle miles driven in 2022 was 40,019

The patrol vehicle miles driven in 2021 was 35,359
The patrol vehicle miles driven in 2020 was 34227.
The patrol vehicle miles driven in 2019 was 38,032.
The patrol vehicle miles driven in 2018 was 34,827.
The patrol miles driven in 2017 was 41,219. 2016 at 43,404.
2015 at 33,436, 2014 at 35,896, 2013 at 37,897, 2012 at 39,600, 2011 at 49,268, and 2010 at 50,272.

Gasoline consumption for 2022 was 3,334.916 gallons
Gasoline consumption for 2021 was 2,946.583 Gallons
Gasoline consumption for 2020 was 3,045.761 gallons.
Gasoline consumption for 2019 was 3169.3 gallons.
Gasoline consumption for 2018 was 3,028.43 gallons.

Gasoline consumption for 2017 was 3,704.63 Gallons. 2016 was 3774.26 gallons, 2015 was 3,087.7 gallons. 2014 was 3418.66 compared to 2013 at 3,834.07 gallons.

CURRENT PATROL VEHICLE FLEET/MILEAGE:

Car 461- 2015 Ford Explorer Interceptor	80,934
Car 462 – 2013 Ford Explorer Interceptor	110,076
Car 463 – 2017 Ford Explorer Interceptor	52,817
Car 464 – 2019 Dodge Durango	15,147
Car 465 -2021 Chevrolet 1500 pickup	725

Maintenance/Repair Cost per Patrol Vehicle for 2022

Car 461 – 2015 Ford Explorer Interceptor	\$5,250.61
Car 462 – 2013 Ford Explorer Interceptor	\$3,072.56
Car 463 – 2017 Ford Explorer Interceptor	\$1,859.76
Car 464 – 2019 Dodge Durango	\$513.38
Car 465 – 2021 Chevrolet 1500 Pickup	(new)
TOTAL =	\$10,696.31

2021@8,211.16
2020 @ \$1,996.26
2019 @ 2447.17
2018 @ \$6,140.18,
2017 @ 4658.28,
2016 @ \$2,325.69,
2015 @ \$3,538.09

TRAFFIC ENFORCEMENT:

Caro Police conducted **815** traffic stops during 2022 resulting in verbal warnings and traffic **211** citations, not including parking violations **24** ordinance, **10** state violations, and traffic misdemeanors **79**, such as OWI, DWLS, NO INSURANCE, NO REGISTRATION.

Caro Police conducted 774 traffic stops during 2021 resulting in 565 verbal warnings and 209 traffic citations, not including parking violations. 16 OWI/OUID arrests, 18 DWLS/NO OPS arrests, 10 No Insurance arrests.

Caro police conducted 619 traffic stops during 2020 resulting in 630 verbal warnings being issued, 217 Traffic Citations with 19 OWI arrests, 3 OUID arrests, 18 DWLS arrests, 13 No Insurance arrests, 2 Reckless Driving arrests.

Caro police conducted 623 traffic stops during 2019 resulting in 623 verbal warnings being issued, 285 Traffic Citations with 18 OWI arrests, 25 DWLS arrests, 11 Driving with No Insurance arrests, and 3 Reckless driving arrests.

Caro police conducted 630 Traffic Stops during 2018 resulting in 632 verbal warnings being issued, 171 Traffic citations and 35 OWI arrests.

Caro police conducted 913 Traffic stops during 2017 resulting in 902 verbal warnings being issued, 220 traffic citations and 19 OWI/OUID arrests. City ordinance parking violations –.68

Caro police conducted 821 Traffic stops during 2016 resulting in 856 verbal warnings being issued, 192 traffic citations and 26 OWI/OUID arrests. City ordinance parking violations – 38.

In Comparison, Caro Police conducted 616 traffic stops during 2015 resulting in 607 verbal warnings being issued, 178 traffic citations and 16 OWI/OUID arrests. City ordinance parking citations –50,

State Citation for parking-5

TRAFFIC CRASH ACTIVITY:

Caro Police responded to 100 Property damage crashes in 2022. Hit & Run crashes = 20, Injury crashes = 16.

Caro Police responded to 105 Property damage crashes in 2021. Hit & Run crashes =36, Injury crashes = 8.

Caro Police responded to 122 Traffic Crashes in 2020. One of which was a fatality. 2 Injury crashes. 24 Hit and Run crashes.

Caro Police responded to 118 traffic crashes in 2019. Additionally, Officers responded to 27 Injury traffic crashes. Caro responded to 36 Hit and Run traffic crashes for a total for the year of 181 traffic crash investigations.

Caro Police responded to 110 Property damage crashes in 2017. In addition, Caro PD responded to 27 Hit and Run crashes for a total crash number of 137.

Caro Police responded to 137 traffic crashes in 2016. Of those, 55 were Hit and Run crash reports.

COMPLAINT RESPONSE/DISPATCHED:

Caro Police responded to 2,174 dispatched complaints in 2022.

Caro Police responded to 2,113 dispatched complaints in 2021.

Caro Police responded to 2,123 dispatched complaints in 2020.
 Caro Police responded to 2,183 dispatched complaints in 2019
 Caro Police responded to 2,153 dispatched complaints in 2018
 Caro Police responded to 2,242 dispatched complaints in 2017
 Caro police responded to 2,322 dispatched complaints in 2016.
 Caro Police responded to 2,050 dispatched complaints in 2015.

YEAR	DISPATCHED COMPLAINTS	FULL TIME OFFICERS **	COMPLAINTS PER OFFICER
2000	2156	8	270
2001	2043	8	255
2002	1912	7	273
2003	2381	7	340
2004	2000	7	286
2005	1930	7	276
2006	2003	7	286
2007	2039	7	291
2008	2292	7	327
2009	1837	7	262
2010	1880	6	313
2011	1902	6	317
2012	2055	6	342
2013	1905	6	317
2014	1993	5	398
2015	2050	5	410
2016	2322	6	397
2017	2242	6	374
2018	2153	4	538
2019	2183	5	437
2020	2123	6	353
2021	2113	6	352
2022	2174	6	362

**full time road patrol officers

ARRESTS:

Caro police made 115 felony arrests and 306 misdemeanor arrests in 2022.

Caro Police made 109 Felony arrests and 251 Misdeanor arrests in 2021.

Caro police made 66 Felony arrests and 356 Misdemeanor arrests in 2020.

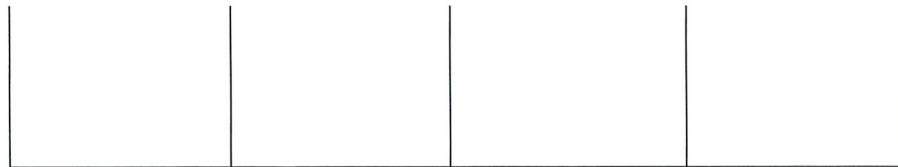
Caro police made 79 Felony arrests and 329 Misdemeanor arrests in 2017.

Caro police made 47 Felony arrests in 2016, as well as 277 Misdemeanor arrests.

Caro Police made 47 felony arrests in 2015. Additionally 276 Misdemeanor arrests were made.

CARO POLICE ARREST STATISTICS BY YEAR

YEAR	CIVIL INFRACTIONS	MISDEMEANORS	FELONIES
1998	414	423	45
1999	707	422	43
2000	711	496	65
2001	500	517	71
2001	566	589	72
2003	486	384	130
2004	480	426	142
2005	385	406	211
2006	328	422	192
2007	275	365	187
2008	249	373	97
2009	254	317	124
2010	185	295	118
2011	182	321	83
2012	208	399	66
2013	352	332	53
2014	216	259	45
2015	178	276	47
2016	192	277	47
2017	220	329	79
2018	171	367	75
2019	285	383	93
2020	228	356	66
2021	209	251	109
2022	196	306	115



SPECIAL EVENTS:

Caro Police successfully received donations from various charities, businesses and individuals for the purpose of hosting “Shop with a Hero” project held at Walmart the first week of December. We were able to sponsor 45 underprivileged children and enable them to purchase Christmas gifts in the amount of \$150 per child as well as receive a food basket provided by Eastern Michigan Food bank. Participants in the project included members of Tuscola based Law Enforcement, Fire Departments, Corrections, Medical first responders, Dispatchers, Court and Prosecutor office personnel, Students from the Caro High School Choir, Alternative Education program and Students from the Tuscola Tech Center and CHS National Honor Society.

Caro Police Department with the approval of the Caro City Council started a first for the city of Caro by financially supporting/hiring a police academy employee. David Peters, who is an MMR supervisor and paramedic as well as a Caro Firefighter, was hired under the program and is attending the Delta college police academy. Additional assistance was provided through grant monies by Michigan Association of Chiefs of Police in conjunction with Michigan Commission on Law Enforcement Standards in the amount of \$21,000.

Caro Police Department instituted a SRO School Resource Officer Program, Partnering with the Caro Community Schools and Tuscola Tech Center and Highland Pines schools. The program has been a resounding success and has been beneficial for all partners.

NOTEWORTHY CASES:

Caro Police continue to lead all law enforcement in Tuscola County in dispatched complaints, and arrests.

Officer Avery was dispatched to an alarm at the Admiral Gas Station at 1425 W. Caro rd. and discovered the front glass doors shattered. Investigation revealed a suspect who had broken into the building in the early morning hours and stolen merchandise from the store. Investigation led Officer Avery to make an arrest of an escapee from the Caro Center who had broken in. The suspect was arrested and lodged. Currently pending adjudication.

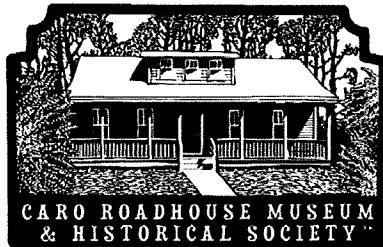
Officer Avery was dispatched to the ATT store located at 615 S. State street for an embezzlement complaint. Investigation revealed that the crime was committed by an employee who was subsequently interviewed with a resulting confession and ultimately arrested and lodged. The embezzled amount was in excess of \$2500.

Officer Clark was dispatched to the Caro McLaren hospital for a reported Criminal Sexual conduct case with an adult female victim. Extensive investigation resulted in the arrest of the perpetrator for various felonies. Additional investigation revealed a plot initiated by the suspect in the Tuscola County Jail in an attempt to intimidate the victim into dropping/denial of charges. A third party was identified and was arrested on witness intimidation felonies as well as conspiracy charges. Pending adjudication.

Officer Danks was dispatched to a felonious assault with a gun call at 151 E. Congress street. The incident started out as a domestic violence call. While on the phone with Tuscola County Central dispatch, the caller was heard to say "he's going to kill me" and the line went dead. Investigation revealed that the victim had been stabbed and pistol whipped with a handgun by a nephew. As Caro Police and Michigan State police Troopers surrounded the home, believing the suspect was still inside possibly with an automatic rifle, Michigan State police Emergency Support Team "SWAT" was requested as well as State Police K9 units and helicopter. Ultimately officers were able to provide medical care for the victim. The suspect was removed from the residence by his Mother who was able to rush him out of the house during the deployment of Officers who surrounded the home. The suspect was located at the Club 24 restaurant hiding in the back of his Mothers vehicle awaiting transport from an Aunt to hide him in the Detroit suburbs. The suspect and Mother were arrested and lodged.

Respectfully Submitted,

Brian V. Newcomb
Chief of Police
City of Caro, MI



Caro Roadhouse Museum and Historical Society
Annual Progress Report for City of Caro
January 1, 2022 to December 31, 2022

March 15, 2023

Dear City of Caro Council Members:

As per our Lease Agreement, we are submitting the following annual progress report.

1. Successful Fundraiser: The parking lot was set up to park cars during the Tuscola County Fair in July. We raised enough funds to support the general maintenance and insurance on the building for a year. 134 volunteer hours were provided.
2. We hosted a successful open house weekend in October.
3. New Fundraiser: We held a Historical Home Tour of several homes in Caro in December. 178 people attended this event. 324 volunteer hours were provided.
4. The landscaping was improved surrounding the Roadhouse.
5. New Hours: We will be open to the Public-June 2 & 3-10AM-4PM and July 1, August 5, and September 2 from 10AM-1PM.

Respectfully Submitted,



Linda Mason, President
Caro Roadhouse Museum and Historical Society

CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Karen Snider called the regular meeting of the City Council to order on March 20, 2023, at 6:30 p.m. in the Council Chambers., 317 S State St, Caro MI 48723.

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

Absent: Bob Eschenbacher

Others: Scott Czasak – City Manager, Jana Brown – Deputy City Clerk, Michele Perry – City Treasurer, Brian Newcomb – Police Chief, Randy Heckroth – Fire Chief/Code Enforcement Officer, Tom Reese – Director of Public Works Superintendent, David Dienes II – WWTP Superintendent, Lauren Amellal – Director of Development and Strategic Initiatives and other guests.

AGENDA APPROVAL

23-M-56

Motion by Kish seconded by Campbell to approve the agenda as presented.

Motion Carried.

PUBLIC COMMENT/VISITORS:

GF Rolka expressed his condolences to former council member Richard Bertrand on the passing of his wife Janet Bertrand.

Jill White – self and citizen volunteers were able to get donations for 20 flower pots for the downtown this summer. A flyer was circulated for those that wish to donate. Lauren continues to work with corporate donors.

COMMUNICATIONS

1. SAFEbuilt Meet and Greet
2. Indianfields Township Proposed Masterplan

CONSENT AGENDA:

1. Regular Council Meeting Minutes – March 6, 2023
2. Policy Committee Meeting Minutes – March 6, 2023
3. Invoices
4. Department Reports
 - A. Police Report – Chief Brian Newcomb
 - B. Fire Report – Chief Randall Heckroth
 - C. Code Enforcement Report – Randall Heckroth
 - D. Director of Public Works Report – Tom Reese
 - E. WWTP – David Dienes II
 - F. Municipal Parking Violations Bureau Report – Rita Papp
 - G. Director of Development & Strategic Initiatives Report – Lauren Amellal

23-M-57

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

Motion Carried.

REGULAR AGENDA:

1. Resolution for Financing Used Fire Truck

23-M-58

Motion by Campbell seconded by Kish to adopt the Resolution Authorizing Execution and Delivery of an Installment Purchase Agreement and Note (Fire Truck Purchase) with Independent Bank. Also, authorize Mayor Snider and City Treasurer Perry to sign all necessary documents.

Roll call vote: Campbell – yes, Eschenbacher – absent, Iseler – yes, Kish – yes, White – yes, Mayor Snider – yes,
Motion carried.

2. Policy Committee Recommendation – Capital Assets Policy

23-M-59

Motion by White seconded by Campbell to adopt the policy into practice for the future.
Motion carried.

3. Human Development Commission – Request for Ribbons – Sexual Assault Awareness – April 2023

23-M-60

Motion by Campbell seconded by Kish to allow HDC to place Sexual Assault Awareness ribbons in the month of April in consultation with the City.

Motion carried.

4. Schedule Public Hearing – Project Public Meeting – WWTP Collection System Improvements

23-M-61

Motion by Kish seconded by Campbell to schedule a Public Hearing on the Draft CWSRF Plan for the Caro Wastewater Treatment Plant for Monday, April 3, 2023, at 6:30 p.m. in the Council Chambers at the Caro Municipal Building.

Motion carried.

5. Resolution to Establish Transfer & Renewal Fee Amounts for Marihuana Establishments

23-M-62

Motion by Kish seconded by Campbell to adopt the resolution as presented to set the renewal and transfer fees for Recreational and Medical Marihuana facilities to \$5,000.00 each.

Roll call vote: Eschenbacher – absent, Iseler – yes, Kish – yes, White – yes, Campbell – yes, Mayor Snider – yes.

Motion carried.

6. 2022 Sidewalk Re-Bids

23-M-63

Motion by Kish seconded by Campbell to accept the recommendation of the City Manager to award the 2022/2023 Sidewalk Project contract to Birmingham Sealcoat in the amount of \$184,170.10 and allow the City Manager to sign any and all documents necessary to execute the agreement and schedule the work.
Motion carried.

7. City Hall Parking Lot Bids

23-M-64

Motion by Iseler seconded by Campbell to accept the recommendation of the City Manager to award the City Hall Parking Lot Project contract to Diamond Excavating, LLC in the amount of \$406,191.50 and allow the City Manager to sign any and all documents necessary to execute the agreement and schedule the work.

Motion carried.

8. Certificate of Deposit Report

23-M-65

Motion by White seconded by Campbell to approve City Treasurer to close the CD at Huntington Bank and open one new 21-day CD at Independent Bank at the current interest rate.

Motion carried.

9. Stealth Water Meters Pilot Program

23-M-66

Motion by Iseler seconded by White to authorize payment of the invoice from Michigan Pipe and Valve for \$16,266.00 for the radio water meter reading system pilot program.

Motion carried.

ITEMS PENDING/POSTPONED:

1. Proposed Budget Timeline for FY 2023-2024
 - a. Set Budget Workshop, April 5, 2023, from 5:30 p.m. – 7:30 p.m.

Budget Workshop set for April 5, 2023 at 5:30 p.m. in the Council Chambers.

COMMITTEE/LIAISON POSITION REPORTS:

1. Economic Development Corporation (Mayor Snider) – Meeting cancelled.
2. Chamber of Commerce (Manager) – Attended Chamber Board Meeting. New Chamber Director is Kim Stevenson who has office hours Tuesday, Wednesday and Thursday. April 15th is the Citizen of the Year Dinner. Cars & Crafts will be in June – the Chamber is looking for volunteers to help. Small Business Saturday is scheduled for November 25, 2023 and the Gingerbread Village will be held December 1st & 2nd, 2023.
3. Downtown Development Authority (Kish) – DDA went over budget for upcoming year.
4. Fair Board (Iseler) – Nothing to report.
5. Parks & Recreation (White) – The Easter Egg Hunt will be April 1st at 11:00 a.m. in Bieth Park. There will also be a movie on April 1st at 1:00 p.m. at the Strand Theatre. Spring Clean-Up is scheduled for April 22nd which will feature a Golden Rake Award – more details to come. Manager, Scott Czasak, reminded everyone the Parks & Recreation meeting for Tuesday, March 21, 2023, will be held in the break room at City Hall since the Board of Review will be in Council Chambers.
6. Planning Commission (Eschenbacher-absent) – Meeting cancelled.

7. Tuscola County Board of Commissioners (Iseler) – The Board opposed the expansion of Camp Grayling and approved the use of the Courthouse lawn to Cars & Crafts for the use of children's activities.
8. Zoning Board of Appeals (Mayor Snider) – Meeting scheduled for March 30, 2023, to hear an appeal on the rejection of a sign permit.
9. Indianfields Township (Manager) – Township held a public hearing on their budget which was approved and presented the Master Plan.
10. Almer Township (Campbell) – Township passed their budget and discussed the soccer fields.

MAYOR'S REPORT – Written report submitted.

MANAGER'S COMMENTS – Written report submitted.

CLERK'S REPORT – Written report submitted.

TREASURER'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENT: None

23-M-67

Motion by White seconded by Campbell to adjourn the meeting at 8:03 p.m.

Motion carried.



Jana Brown
Deputy City Clerk

CITY OF CARO SPECIAL COUNCIL MINUTES

Mayor Karen Snider called the special meeting of the City Council to order on March 23, 2023, at 3:30 p.m. in the Council Chambers, 317 S State St, Caro MI 48723.

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

Absent: Charlotte Kish

Others: Scott Czasak – City Manager, Jana Brown – Deputy Clerk, Michele – Treasurer, Tom Reese – DPW Superintendent, Mike Fader - DPW & Evean Gunsell – DPW.

AGENDA APPROVAL

23-M-68

Motion by Eschenbacher seconded by Campbell to approve the agenda as presented.

Motion Carried.

PUBLIC COMMENT/VISITORS: None

SPECIAL AGENDA:

1. Replacement of filter media at the water treatment facility.

23-M-69

Motion by Eschenbacher seconded by Campbell to authorize the City Manager to spend up to \$250,000.00 to facilitate replacement of the filter media at the water treatment plant, including accepting the bid from DuBois-Cooper Associates for \$179,100.00 for the initial replacement, and to adjust the FY 2022/2023 budget by increasing account number 592-557-801-000, Contract Services, by \$250,000.00 and decreasing account number 592-557-999-001, Transfer to Fund Balance, by \$250,000.00.

Roll call: Campbell – yes, Eschenbacher – yes, Iseler – yes, Kish – absent, White – yes, Mayor Snider – yes.

Motion carried.

ADDITIONAL PUBLIC COMMENT: None

23-M-70

Motion by Eschenbacher, seconded by Campbell to adjourn the meeting at 3:48 p.m.

Motion carried.



Jana Brown
Deputy City Clerk

Parks and Recreation Minutes
City of Caro
February 21, 2023

Members Presents: Sean Smith, Jill White, Colleen Russell, Tanya Batschke, Sue Ellen Greenlee

Absent: Jeff Hartel

Others Present: Mayor Karen Snider, Former Mayor Joe Green, Scott Czasak, Lauren Amellal, Charlotte Kish, and Pamela Iseler

Call to Order: Chairman Sean Smith opened the meeting at 5:30pm

Public Comment: none

Approval of Minutes: motion by Sue Ellen, seconded by Tanya, motion carried.

City Council Liaison Update: Councilor Jill White welcomed the new city manager. She shared that MSUE gave updates at Council about the new Parks and Recreation partnership. Jill also shared that the Exchange Club presented at Council and shared concerns about repairs and maintenance needed at the forest.

Old Business:

1. **Wayfinding signs:** Lauren discussed the history of this project. Colleen expresses a need for more DDA involvement. Lauren to discuss further action at upcoming DDA meeting.
2. **Aquazone Chair Program:** Parks and Rec still has two chairs from last year's sale. Committee will revisit in 2023 budget preparation meeting.
3. **Project Event Calendar Review:**
Committee reviewed the parks and rec calendar and made several suggestions for various projects as outlined below:
 - a. **Easter Egg Hunt** at Bieth Park and free community movie at the Strand will be held on April 1st, 2023. Program will be discussed further by spring event committee including Joe Green, Jill White, Pam Iseler, Tanya Batschke, Sue Ellen Greenlee and Lauren Amellal. Committee to make flyer and purchase supplies including eggs, candy and blue ray movie. **Motion by Sue Ellen, seconded by Colleen, motion carried.**
 - b. **Spring Clean Up:** To be moved to April 22nd, 2023, to align with Fair Board clean up date. Tuscola County Fair board to provide refreshments. Those present to reach out to various community groups to get volunteers for cleanup. Lauren to make flyers. Scott to ensure leaf trucks are at event. Tanya to create a Golden Rake Award. **Motion by Sue Ellen, Seconded by Colleen, motion carried.**
 - c. **Bieth Park Summer Kick Off/ Opening Day:** Will be held on May 25, 2023. Parks and Recreation to form Summer Event committee to support Lauren with the event. Scott to ensure Gaga Ball pit is in place by DPW for Ribbon Cutting. **Motioned by Tanya, seconded by Sean, motion carried.**

Parks and Recreation Minutes

City of Caro

February 21, 2023

d. **Botanical Garden Ribbon Cutting:** to be discussed at upcoming meeting in March.

4. **Bylaw Review- Member Recommendation:** City Manager Scott Czasak offered his interpretation of the committee Bylaws, the City Ordinance, and the 5 Year Parks Plan and made suggestions to the advisory Parks and Recreation Committee. **Motion to request City Council to advertise and fill 2 open committee positions, and to clarify the voting rights of the Council Liaison in the bylaws, through way of an amendment. Motion by Colleen, seconded by Sue Ellen, motion carried.**

New Business:

1. **Sled Library:** postponed.
2. **Scheduled March Meeting:** moved to Municipal Building Break room.
3. **Lions Head Drinking Fountain:** DPW Supervisor Tom Reese is looking into the best place to hook up the fountain at Bieth Park.
4. **Recreation Equipment 2023:** Lauren to get quotes for 2 new picnic tables, 2 new trash receptacles with posts, new bathroom door, a bike rack and sand volleyball court for Bieth Park from Tom.
5. **Spark Grant Committee:** To meet for lunch before March meeting.

Public comment:

1. Former Mayor Joe Green stated public requests for visual barrier around porta-potty near Atwood Park/ behind gas station.
2. Scott Czasak stated that it is nearly budget time and discussed meeting with Sean to discuss the budget for Parks and Recreation.
3. Colleen shared that MSUE is posting for the Tuscola County and City of Caro Recreation and Education 4H Program Coordinator.
4. Jill stated that she wants more people to get involved with Parks and Recreation, and Sue Ellen agreed that there are big plans, but that Parks and Recreation needs more support. They hope that adding two more members will help facilitate more activities.

Adjourn: 7:13pm

Motioned by Colleen, seconded by Sue Ellen, motion carried.

Submitted by:

Lauren Amellal

Director of Development

Report Criteria:

Report type: GL detail
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
AFLAC				
04/23	04/03/2023	76547	101-000-231-005	629.74
Total AFLAC:				
Total 76547:				
AIR ADVANTAGE LLC				
04/23	04/03/2023	76548	242-728-801-000	58.00
Total AIR ADVANTAGE LLC:				
Total 76548:				
AMAZON CAPITAL SERVICES				
04/23	04/03/2023	76549	101-191-740-000	6.99
04/23	04/03/2023	76549	101-301-744-001	295.60
04/23	04/03/2023	76549	242-733-900-002	27.84
04/23	04/03/2023	76549	101-260-740-000	406.99
04/23	04/03/2023	76549	101-253-740-000	15.60
04/23	04/03/2023	76549	101-265-776-000	14.55
04/23	04/03/2023	76549	536-336-740-000	10.19
04/23	04/03/2023	76549	101-265-776-000	10.20
Total AMAZON CAPITAL SERVICES:				
Total 76549:				
BELL - WASIK, INC.				
04/23	04/03/2023	76550	101-301-930-001	60.00
Total BELL - WASIK, INC.:				
Total 76550:				
BRAUN KENDRICK FINKBEINER PLC				
04/23	04/03/2023	76551	101-301-801-000	735.00
Total BRAUN KENDRICK FINKBEINER PLC:				
Total 76551:				
CARO CHAMBER OF COMMERCE				
04/23	04/03/2023	76552	101-172-960-000	165.00
Total CARO CHAMBER OF COMMERCE:				

Total 76552: 165.00

COMPANION LIFE INSURANCE CO.

04/23	04/03/2023	76553	101-172-717-000	62.06
04/23	04/03/2023	76553	101-253-717-000	16.96
04/23	04/03/2023	76553	101-260-717-000	20.75
04/23	04/03/2023	76553	101-265-717-000	14.36
04/23	04/03/2023	76553	101-301-717-000	139.65
04/23	04/03/2023	76553	101-371-717-000	6.98
04/23	04/03/2023	76553	592-557-719-000	83.21
04/23	04/03/2023	76553	596-483-719-000	29.15
04/23	04/03/2023	76553	596-521-719-000	6.16
04/23	04/03/2023	76553	661-536-719-000	17.01
04/23	04/03/2023	76553	590-483-719-000	81.74
04/23	04/03/2023	76553	590-536-719-000	3.08
04/23	04/03/2023	76553	590-567-719-000	209.71
04/23	04/03/2023	76553	590-568-719-000	21.57
04/23	04/03/2023	76553	592-483-719-000	81.74
04/23	04/03/2023	76553	592-536-719-000	3.08
04/23	04/03/2023	76553	203-483-719-000	25.13
04/23	04/03/2023	76553	204-442-719-000	9.25
04/23	04/03/2023	76553	204-483-719-000	18.43
04/23	04/03/2023	76553	242-441-719-000	13.82
04/23	04/03/2023	76553	242-728-719-000	33.98
04/23	04/03/2023	76553	536-336-719-000	40.89
04/23	04/03/2023	76553	101-441-719-000	97.65
04/23	04/03/2023	76553	101-691-719-000	6.16
04/23	04/03/2023	76553	101-748-719-000	31.47
04/23	04/03/2023	76553	202-483-719-000	25.13
04/23	04/03/2023	76553	202-463-719-000	15.41
04/23	04/03/2023	76553	203-463-719-000	18.49
04/23	04/03/2023	76553	101-253-719-000	49.52
04/23	04/03/2023	76553	101-260-719-000	65.46
04/23	04/03/2023	76553	101-265-719-000	36.98
04/23	04/03/2023	76553	101-301-719-000	464.18
04/23	04/03/2023	76553	101-371-719-000	22.51
04/23	04/03/2023	76553	101-410-719-000	18.34
04/23	04/03/2023	76553	592-536-717-000	1.20
04/23	04/03/2023	76553	592-557-717-000	32.32
04/23	04/03/2023	76553	596-483-717-000	9.38
04/23	04/03/2023	76553	596-521-717-000	2.39
04/23	04/03/2023	76553	661-536-717-000	5.19
04/23	04/03/2023	76553	101-172-719-000	46.36
04/23	04/03/2023	76553	536-336-717-000	12.77
04/23	04/03/2023	76553	590-483-717-000	23.94
04/23	04/03/2023	76553	590-536-717-000	1.20
04/23	04/03/2023	76553	590-567-717-000	82.19
04/23	04/03/2023	76553	590-568-717-000	8.38
04/23	04/03/2023	76553	592-483-717-000	23.94
04/23	04/03/2023	76553	203-463-717-000	7.18
04/23	04/03/2023	76553	203-483-717-000	6.58
04/23	04/03/2023	76553	204-442-717-000	3.59

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
04/23	04/03/2023	76553	204-483-717-000	4.99
04/23	04/03/2023	76553	242-441-717-000	4.69
04/23	04/03/2023	76553	242-728-717-000	10.77
04/23	04/03/2023	76553	101-410-717-000	5.19
04/23	04/03/2023	76553	101-441-717-000	36.71
04/23	04/03/2023	76553	101-691-717-000	2.39
04/23	04/03/2023	76553	101-748-717-000	9.98
04/23	04/03/2023	76553	202-483-717-000	6.58
04/23	04/03/2023	76553	202-463-717-000	5.99
Total COMPANION LIFE INSURANCE CO.:				2,143.91
Total 76553:				2,143.91
DTE ENERGY				
04/23	04/03/2023	76554	590-567-920-000	7,272.39
04/23	04/03/2023	76554	101-441-926-000	178.66
04/23	04/03/2023	76554	590-568-920-000	480.22
04/23	04/03/2023	76554	592-557-920-000	561.79
04/23	04/03/2023	76554	590-568-920-000	104.62
04/23	04/03/2023	76554	101-265-920-000	1,073.88
04/23	04/03/2023	76554	101-748-920-000	14.89
04/23	04/03/2023	76554	101-441-926-000	17.65
04/23	04/03/2023	76554	101-265-920-000	735.10
04/23	04/03/2023	76554	590-568-920-000	345.72
04/23	04/03/2023	76554	101-691-920-000	25.09
04/23	04/03/2023	76554	592-557-920-000	796.50
04/23	04/03/2023	76554	101-697-920-000	29.98
04/23	04/03/2023	76554	204-444-920-000	36.78
04/23	04/03/2023	76554	590-568-920-000	335.88
04/23	04/03/2023	76554	590-568-920-000	73.40
04/23	04/03/2023	76554	592-557-920-000	1,138.20
04/23	04/03/2023	76554	590-568-920-000	376.71
04/23	04/03/2023	76554	590-568-920-000	22.84
04/23	04/03/2023	76554	101-691-920-000	40.77
04/23	04/03/2023	76554	101-441-926-000	149.53
04/23	04/03/2023	76554	592-557-920-000	6,844.66
04/23	04/03/2023	76554	204-444-920-000	87.00
04/23	04/03/2023	76554	242-728-920-000	429.91
04/23	04/03/2023	76554	101-265-920-000	43.97
04/23	04/03/2023	76554	101-695-920-000	174.29
04/23	04/03/2023	76554	101-748-920-000	25.62
04/23	04/03/2023	76554	101-265-920-000	34.54
Total DTE ENERGY:				21,450.59
Total 76554:				21,450.59
FIRST BANKCARD				
04/23	04/03/2023	76555	101-441-740-000	8.12

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
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Total FIRST BANKCARD: 8.12

Total 76555: 8.12

FIRST BANKCARD

04/23	04/03/2023	76556	101-172-960-000	325.00
04/23	04/03/2023	76556	242-728-740-000	595.00
04/23	04/03/2023	76556	242-728-740-005	97.14
04/23	04/03/2023	76556	590-567-776-002	5.42
04/23	04/03/2023	76556	101-260-740-000	5.42
04/23	04/03/2023	76556	101-253-740-000	2.70
04/23	04/03/2023	76556	101-172-740-000	2.70
04/23	04/03/2023	76556	101-260-740-000	30.17
04/23	04/03/2023	76556	592-557-807-000	10.43
04/23	04/03/2023	76556	101-260-960-000	100.00-
04/23	04/03/2023	76556	101-260-960-000	604.00
04/23	04/03/2023	76556	101-301-740-000	70.91
04/23	04/03/2023	76556	536-336-740-000	43.50
04/23	04/03/2023	76556	536-336-740-000	62.76
04/23	04/03/2023	76556	536-336-740-000	59.47
04/23	04/03/2023	76556	536-336-740-000	90.15

Total FIRST BANKCARD: 1,904.77

Total 76556: 1,904.777

FOSTER, SWIFT, COLLINS & SMITH, PC

04/23 04/03/2023 76557 101-172-801-000 2,000.00
04/23 04/03/2023 76557 101-101-801-000 475.00
04/23 04/03/2023 76557 101-253-801-000 200.00

Total FOSTER, SWIFT, COLLINS & SMITH, PC: 2,675.00

Total 76557: 2,675.00

GREAT LAKES PUBLIC SAFETY EQUIPMENT

04/23 04/03/2023 76558 536-336-740-000 117.00

Total GREAT LAKES PUBLIC SAFETY EQUIPMENT: 117,000

Total 76558: 117.00

KAPPEN TREE SERVICE

04/23 04/03/2023 76559 101-265-970-002 4,350.00

Total KAPPEN TREE SERVICE: 4,350.00

Total 76559: 4,350.00

KEN MARTIN ELECTRIC, INC

04/23 04/03/2023 76560 101-441-801-000 1,500.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
04/23	04/03/2023	76560	590-568-970-000	2,600.00

Total KEN MARTIN ELECTRIC, INC: 4,100.00

Total 76560: 4,100.00

KRISTAL'S HELPING HAND LLC

04/23	04/03/2023	76561	101-441-801-002	138.34
04/23	04/03/2023	76561	536-336-801-002	54.14
04/23	04/03/2023	76561	101-301-801-002	108.34
04/23	04/03/2023	76561	101-260-801-002	100.28
04/23	04/03/2023	76561	101-172-801-002	100.28
04/23	04/03/2023	76561	101-253-801-002	100.28
04/23	04/03/2023	76561	590-567-801-002	108.34

Total KRISTAL'S HELPING HAND LLC: 710.00

Total 76561: 710.00

MEDLER ELECTRIC COMPANY

04/23 04/03/2023 76562 101-265-776-000 282.40

Total MEDLER ELECTRIC COMPANY: 282.40

Total 76562: 282.40

MESSA

04/23	04/03/2023	76563	101-172-716-000	371.92
04/23	04/03/2023	76563	101-253-716-000	817.06
04/23	04/03/2023	76563	101-260-716-000	335.36
04/23	04/03/2023	76563	101-265-716-000	1,051.87
04/23	04/03/2023	76563	101-301-716-000	7,632.78
04/23	04/03/2023	76563	101-371-716-000	71.95
04/23	04/03/2023	76563	592-557-716-000	2,366.71
04/23	04/03/2023	76563	596-483-716-000	522.48
04/23	04/03/2023	76563	596-521-716-000	175.31
04/23	04/03/2023	76563	661-536-716-000	220.46
04/23	04/03/2023	76563	101-000-231-010	6,577.12
04/23	04/03/2023	76563	590-483-716-000	822.34
04/23	04/03/2023	76563	590-536-716-000	87.66
04/23	04/03/2023	76563	590-567-716-000	5,527.48
04/23	04/03/2023	76563	590-568-716-000	613.59
04/23	04/03/2023	76563	592-483-716-000	822.34
04/23	04/03/2023	76563	592-536-716-000	87.66
04/23	04/03/2023	76563	203-483-716-000	207.55
04/23	04/03/2023	76563	204-442-716-000	262.97
04/23	04/03/2023	76563	204-483-716-000	155.95
04/23	04/03/2023	76563	242-441-716-000	87.66
04/23	04/03/2023	76563	242-728-716-000	12.90
04/23	04/03/2023	76563	536-336-716-000	12.90
04/23	04/03/2023	76563	101-410-716-000	38.70
04/23	04/03/2023	76563	101-441-716-000	2,655.97

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
04/23	04/03/2023	76563	101-691-716-000	175.31
04/23	04/03/2023	76563	202-463-716-000	438.28
04/23	04/03/2023	76563	202-483-716-000	207.55
04/23	04/03/2023	76563	203-463-716-000	525.93
			Total MESSA:	32,885.76
			Total 76563:	32,885.76
PEERLESS MIDWEST INC.				
04/23	04/03/2023	76564	592-557-801-000	1,100.00
			Total PEERLESS MIDWEST INC.:	1,100.00
			Total 76564:	1,100.00
PURCHASE POWER				
04/23	04/03/2023	76565	101-253-807-000	52.72
04/23	04/03/2023	76565	101-172-807-000	51.72
04/23	04/03/2023	76565	101-260-807-000	47.42
04/23	04/03/2023	76565	101-191-807-000	86.20
04/23	04/03/2023	76565	101-301-807-000	25.86
04/23	04/03/2023	76565	101-371-807-000	51.72
04/23	04/03/2023	76565	596-521-807-000	129.30
04/23	04/03/2023	76565	661-536-807-000	25.80
04/23	04/03/2023	76565	242-728-807-000	17.20
04/23	04/03/2023	76565	203-483-807-000	4.30
04/23	04/03/2023	76565	204-483-807-000	4.30
04/23	04/03/2023	76565	536-336-807-000	21.50
04/23	04/03/2023	76565	590-567-807-000	129.30
04/23	04/03/2023	76565	592-557-807-000	172.40
04/23	04/03/2023	76565	596-483-807-000	4.30
04/23	04/03/2023	76565	101-400-807-000	25.86
04/23	04/03/2023	76565	101-441-807-000	34.48
04/23	04/03/2023	76565	101-691-807-000	34.48
04/23	04/03/2023	76565	101-748-807-000	51.72
04/23	04/03/2023	76565	202-483-807-000	12.92
04/23	04/03/2023	76565	101-410-807-000	21.50
			Total PURCHASE POWER:	1,005.00
			Total 76565:	1,005.00
PV BUSINESS SOLUTIONS, INC				
04/23	04/03/2023	76566	101-441-740-000	298.50
			Total PV BUSINESS SOLUTIONS, INC:	298.50
			Total 76566:	298.50
SAFEbuilt				
04/23	04/03/2023	76567	101-000-698-000	25.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
04/23	04/03/2023	76574	590-567-776-001	69.80
04/23	04/03/2023	76574	592-557-776-000	152.41
			Total USA BLUEBOOK:	321.26
			Total 76574:	321.26
VENTURE HOLDINGS UNLIMITED LLC				
04/23	04/03/2023	76575	101-748-740-000	95.00
			Total VENTURE HOLDINGS UNLIMITED LLC:	95.00
			Total 76575:	95.00
W W WILLIAMS				
04/23	04/03/2023	76576	592-557-801-000	1,718.60
			Total W W WILLIAMS:	1,718.60
			Total 76576:	1,718.60
WITMER PUBLIC SAFETY GROUP				
04/23	04/03/2023	76577	536-336-740-000	145.92
04/23	04/03/2023	76577	536-336-740-000	93.96
04/23	04/03/2023	76577	536-336-740-000	146.97
			Total WITMER PUBLIC SAFETY GROUP:	386.85
			Total 76577:	386.85
CONSUMERS ENERGY				
03/23	03/27/2023	800022	592-557-921-000	1,425.88
03/23	03/27/2023	800022	592-557-921-000	141.96
03/23	03/27/2023	800022	101-265-921-000	107.37
03/23	03/27/2023	800022	590-567-921-000	10,698.69
03/23	03/27/2023	800022	101-265-921-000	2,656.55
03/23	03/27/2023	800022	592-557-921-000	16.00
03/23	03/27/2023	800022	592-557-921-000	16.00
03/23	03/27/2023	800022	101-265-921-000	263.57
			Total CONSUMERS ENERGY:	15,326.02
			Total 800022:	15,326.02
DTE ENERGY				
03/23	03/27/2023	800023	101-441-926-000	162.39
03/23	03/27/2023	800023	590-568-920-000	15.40
03/23	03/27/2023	800023	101-441-926-000	16.62
03/23	03/27/2023	800023	101-691-920-000	120.59
03/23	03/27/2023	800023	204-444-920-000	80.93

CITY OF CARO

Check Register - Council Meeting
Check Issue Dates: 3/21/2023 - 4/3/2023

Page: 9
Mar 30, 2023 02:55PM

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total DTE ENERGY:				395.93
Total 800023:				395.93
Grand Totals:				98,947.64

Report Criteria:

Report type: GL detail
Check.Type = {<>} "Adjustment"

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
VACANT
PAMELA ISELER
CHARLOTTE KISH
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: Agenda Item 1-3 – Public Hearing and Adoption of Resolution for Wastewater Treatment Plant project.

Members of the Caro City Council,

As you are aware, we are in an ongoing process to seek funding from the Clean Water State Revolving Fund (CWSRF) for upgrades to our Wastewater Treatment Plant and system. This is the necessary next step in the process. Our contracted partner in this process, HRC, has prepared a Draft Plan which is the subject of the Public Hearing, once the Public Hearing is completed, and any changes made, a Resolution designating the Final Project Planning Document and Designating an Authorized Project Representative are necessary.

This resolution would designate the City Manager as the Authorized Project Representative, and would allow HRC to finalize our request to the CWSRF using this plan for the application deadline of May 31, 2023. Once this step is completed, we will await the results of the CWSRF request, and once we know the outcome, the next steps in this process can take place.

Your options for motions are:

1. Motion to adopt Resolution Adopting a Final Project Planning Document for Wastewater System Improvements and Designating an Authorized Project Representative as directed.
2. Take no action

**A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT FOR
WASTEWATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the The City of Caro recognizes the need to make improvements to its existing wastewater treatment and collection system; and

WHEREAS, the The City of Caro authorized Hubbell, Roth & Clark, Inc. Consulting Engineers to prepare a Project Planning Document, which recommends the construction of upgrades to and replacement of equipment at the City's existing Wastewater Treatment Plant, sanitary pumping stations, and inspection and rehabilitation of portions of the City's sanitary sewers.

WHEREAS, said Project Planning Document was presented at a Public Hearing held on Monday, April 3, 2023, at the Caro City Hall and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City of Caro formally adopts said Project Planning Document and agrees to implement the selected Alternative No. 1, Upgrades and Improvements to the WWTP and Collection System.

BE IT FURTHER RESOLVED, that the City Manager, a position currently held by Scott Czasack, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a Clean Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

Yea (names of Members voting Yes):

Nay (names of Members voting No):

I certify that the above Resolution was adopted by the City of Caro Council on April 3, 2023.

BY:

Rita Papp
Name

Signature

City of Caro Clerk
Title

Date

CITY OF CARO

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

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

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: Agenda Item 4 – Cars and Craft Road Closures Request.

Members of the Caro City Council,

As you are aware, annually, the Caro Chamber of Commerce requests the closure of certain roads in order for the Cars and Craft festival to take place. They are requesting to close Grant St between M-81 and Court and Sherman between M-81 and Sheridan for Thursday June 1, 2023 beginning at 5:00pm to Saturday June 3, 2023 at the end of the festival. They are also requesting M-81 be closed from Grant St to Frank St on Saturday June 3, 2023 from 7:00am until 6:00pm for the main part of the festival. This is a routine annual request, and the City must sign off so we can transmit the closure to the Michigan Department of Transportation (MDOT).

Our DPW staff would be involved in setting up the road blocks, and removing them, so there are some nominal staffing costs, but nothing out of the ordinary for this annual event.

Your options for motions are:

1. Motion to allow for the closure of Grant Street between M-81 and Court Street and Sherman Street between M-81 and Sheridan Street from 5:00pm on Friday June 1, 2023 until Saturday, June 3, 2023 and the closure of M-81 from 7:00am until 6:00 pm on Saturday, June 3, 2023.
2. Take no action

March 16, 2023

Dear City of Caro, Council Members and Associated Departments,

I am writing on behalf of the Caro Chamber of Commerce Cars & Crafts planning committee.

We would like to request the use and road closure of the **Grant St between M-81 and Court and Sherman between M-81 and Sheridan for Thursday June 1, 2023 beginning at 5:00pm to Saturday June 3, 2023 for:**

Friday:

10am – 8pm – food vendor (stationary set up on E Sherman St)

5pm – 8pm – mobile bar and tent with music (stationary parked on W Sherman St)

5pm – 6pm – Car cruise line up (hopefully corvette club) – line up location is not firm, but looking to possibly utilize Sheldon Medical Supply parking lot

6pm – 7pm – Car cruise down m-81 from Sheldon Medical Supply to Tuscola County Fairgrounds and back.

Saturday: M-81 ROAD CLOSURE TO BEGIN AT 7AM – 6PM FROM GRANT TO FRANK ST

8am – 9am craft vendors set up (stationary on m-81 between Sherman st and Grant)

8:30am – 10am – Car and Bike registration – (stationary set up on m-81)

9am – 3pm – Cars and Crafts Vendor Show and children's activities (set up on courthouse lawn)

10am – 4pm - food vendors set up on E Sherman St

10am – 3pm – Car and Bike Show

10am – 3pm – Free kids Zone (on courthouse lawn)

(approx. time) 10am – 3pm - The HEROs – Police, Fire, Rescue vehicles (Park on Grant St next to courthouse)

We would appreciate any assistance from the DPW for road closure set up and reopening. We would also like to invite the Caro Police Department and the Fire Department and Emergency Rescue with vehicles/trucks to participate in the HERO's time – please let me know with whom I need to contact to make this a success. I have attached a map with timeline highlighting the event area. Thank you so much for your time.

Kim Stevenson
Business Manager
Caro Chamber of Commerce



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
VACANT
PAMELA ISELER
CHARLOTTE KISH
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: Agenda Item 5 – Rowe Engineering – City Hall Parking Lot

Members of the Caro City Council,

As you are aware, at our last meeting, the City Council accepted the bid for the contractor for the City Hall Parking Lot project. As such, with the bid documents in the process of being executed it has become necessary to further define the services provided by Rowe Engineering for this project. DPW Superintendent Reese and I have worked with Rowe to work up this scope of service for the remainder of this project.

For providing Construction Services during the course of the project, which includes review of documentation from the contractor, site visits, reports, staking, on site observation of certain aspects of the project, process change orders as needed, and a final walkthrough of the project. For this they have provided proposed fees of up to \$25,200, which will be billed on an hourly basis.

Your options for motions are:

1. Motion to allow the City Manager to sign the Construction Services proposal from Rowe Engineering for the City Hall Parking Lot project for an amount not to exceed \$25,200.
2. Take no action



128 N. Saginaw Street
Lapeer, MI 48446 | (810) 664-9411
www.rowepsc.com

March 27, 2023

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

RE: Proposed City Hall Parking Lot Project – Additional Services Proposal
Engineering Services for Construction Assistance

Dear Mr. Czasak:

Per your request, ROWE Professional Services Company is pleased to submit a proposal for additional services to the original engineering contract for construction engineering services to assist the city with the construction phase of the proposed parking lot project. Based on our conversations, ROWE proposes the following scope of services and estimated fees for your consideration:

SCOPE OF SERVICES:

Construction Assistance –

- Coordinate execution of the contract between the City and the selected Contractor.
- Preparation, coordination, and attendance of a pre-construction meeting with the City and Contractor.
- Construction administration including review of shop drawings, providing reports from periodic site visits and progress updates.
- Communication and coordination with Contractor to answer questions and provide clarifications for a successful project.
- Provide construction staking for storm sewer, curb and gutter, pavement, sidewalk, and light pole bases. Staking will be provided one time in two separate staking events and includes corresponding office time.
- Coordinate tree removals required for proposed work with the DPW.
- Periodic “on-site” observation of construction to monitor compliance with plans and specifications and to field measure as-constructed quantities for payment applications. We have included an average of three site visits per week for eight weeks at three hours per site visit.
- Full-time “on-site” observation of HMA pavement construction. We have included two, eight-hour days of full-time observation for HMA pavement construction.
- Coordination of material testing and density testing. ROWE will coordinate with a third-party testing company to perform testing if testing is desired by the City.
- Coordinate and witness proof-rolling of subgrade prior to aggregate base construction and proof-rolling of aggregate base prior to HMA pavement construction.
- Prepare and process payment applications based on measured quantities. Proposal includes up to two (2) applications plus a final.

SINCE 1962

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- Generate and process possible project change orders as required. Proposal includes up to two (2) change orders including final.
- Preparation for and attendance at up to two (2) progress meetings.
- Conduct a project walk-through with the City and Contractor to develop a punch list of remaining work items prior to final completion. Follow up site to verify punch list work is completed.

Proposed Clarifications –

1. Construction duration is anticipated to be 8 weeks.
2. Testing services (if desired) to be provided by third-party and will be contracted directly with the City.
3. Proposed site visits and full-time construction observation days have been prepared without the benefit of a construction schedule by the contractor. These projections may need to be adjusted if the construction activities take longer to complete than anticipated or if additional meetings are needed/requested.

Proposed Fees –

ROWE proposes to provide Construction Services as outlined above on an hourly basis with an estimate fee of \$25,200.00. We will invoice the City monthly based upon the work completed to date. Invoices shall be due and payable within thirty (30) days of each progress billing. This fee is inclusive of all costs as ROWE does not invoice separately for travel, reproductions, etc.

Breakout of Proposed Services:

• Construction Engineering and Contract Administration	\$ 7,900.00
• Periodic Construction Observation	\$11,300.00
• Construction Staking Services	\$ 6,000.00

ROWE appreciates the opportunity to provide this proposal and is looking forward to continuing to assist the city with this project.

Please contact me in our Lapeer office at (810) 664-9411 if you have any questions.

Sincerely,
ROWE Professional Services Company

Michael C. Carpenter
Project Administrator

Mr. Scott Czasak, MPA, City Manager
March 27, 2023
Page 3

Having reviewed this proposal for additional services to the original engineering contract, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature

Print Name and Title

Date: _____

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CITY OF CARO

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

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: Agenda Item 6 – Rowe Engineering – 2022 Sidewalk Replacement Project

Members of the Caro City Council,

As you are aware, at our last meeting, the City Council accepted the bid for the contractor for the City Hall Replacement Lot project. As such, with the bid documents in the process of being executed it has become necessary to further define the services provided by Rowe Engineering for this project. DPW Superintendent Reese and I have worked with Rowe to work up this scope of service for the remainder of this project.

For providing Construction Services during the course of the project, which includes review of documentation from the contractor, site visits, reports, staking, on site observation of certain aspects of the project, process change orders as needed, and a final walkthrough of the project. For this they have provided proposed fees of up to \$13,900, which will be billed on an hourly basis.

Your options for motions are:

1. Motion to allow the City Manager to sign the Construction Services proposal from Rowe Engineering for the 2022 Sidewalk Replacement project for an amount not to exceed \$13,900.
2. Take no action



128 N. Saginaw Street
Lapeer, MI 48446 | (810) 664-9411
www.rowepsc.com

March 27, 2023

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

RE: 2022 Sidewalk Replacement Project – Additional Services Proposal
Engineering Services for Construction Assistance

Dear Mr. Czasak:

Per your request, ROWE Professional Services Company is pleased to submit a proposal for additional services to the original engineering contract for construction engineering services to assist the city with the construction phase of the proposed sidewalk replacement project. Based on our conversations, ROWE proposes the following scope of services and estimated fees for your consideration:

SCOPE OF SERVICES:

Construction Assistance –

- Coordinate execution of the contract between the City and the selected Contractor.
- Preparation, coordination, and attendance of a pre-construction meeting with the City and Contractor.
- Construction administration including review of shop drawings, providing reports from periodic site visits and progress updates.
- Communication and coordination with Contractor to answer questions and provide clarifications for a successful project.
- Remark sidewalk removal locations.
- Coordinate tree removals required for proposed work with the DPW.
- Periodic "on-site" observation of construction to monitor compliance with the specifications. We have included an average of three site visits per week for four weeks.
- Field measure as-constructed quantities and log them to individual property worksheets for assessments as well as contractor payments.
- Prepare payment applications based on measured quantities. Proposal includes up to two (2) applications including a final.
- Generate and process possible project change orders as required. Proposal anticipates not more than one change order will be required.
- Preparation for and attendance at up to one (1) progress meeting.
- Conduct a project walk-through with the City and Contractor to develop a punch list of remaining work items prior to final completion.
- Update preliminary property assessment worksheets with final quantities and costs and provide to city for use in completing assessments to property owners.

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Proposed Clarifications –

1. Construction duration is anticipated to be 4 weeks.
2. Testing services (if desired) to be provided by third-party and will be contracted directly with the City.
3. Number of site visits have been proposed without the benefit of a construction schedule by the contractor. These projections may need to be adjusted if the construction activities take longer to complete than anticipated or if additional meetings are needed/requested.

Proposed Fees –

ROWE proposes to provide Construction Services as outlined above on an hourly basis with an estimated fee of \$13,900.00. We will invoice the City monthly based upon the work completed to date. Invoices shall be due and payable within thirty (30) days of each progress billing. This fee is inclusive of all costs as ROWE does not invoice separately for travel, reproductions, etc.

Breakout of Proposed Services:

• Construction Engineering and Contract Administration	\$ 4,900.00
• Periodic Construction Observation	\$ 7,100.00
• Update and provide final assessment work sheets	\$ 1,900.00

ROWE appreciates the opportunity to provide this proposal and is looking forward to continuing to assist the city with this project.

Please contact me in our Lapeer office at (810) 664-9411 if you have any questions.

Sincerely,
ROWE Professional Services Company

Mike Carpenter Digitally signed by Mike Carpenter
Date: 2023.03.27 11:18:31 -04'00'

Michael C. Carpenter
Project Administrator

Having reviewed this proposal for additional services to the original engineering contract, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature

Print Name and Title

Date: _____

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, March 29, 2023
RE: Agenda Item 7 – Memorandum of Agreement – School Resource Officer

Members of the Caro City Council,

As you know, during the development of the FY2022-23 City Budget, the Council provided for a School Resource Officer (SRO) to be designated in order to handle any law enforcement related issues in direct contact and consultation with Caro Community Schools. While this SRO has been in place and has already demonstrated to be a great tool for students to use for issues, there has been no written agreement in place defining the SRO's duties and other details.

This Memorandum of Agreement would provide for the specifics of SRO's duties, hiring practices, the relationship between the City and the District, etc. Specifically, Caro Community Schools agrees to contribute up to \$20,000 to the City to share the costs of the SRO. The City Attorney has reviewed the Memorandum of Agreement and approved it as to form.

Your options for motions are:

1. Motion to allow the City Manager to sign the Memorandum of Agreement for a School Resource Officer with Caro Community Schools as presented.
2. Take no action

Memorandum of Agreement Between
City of Caro Police Department and Caro Community Schools
for School Resource Officer

This Agreement (the "Agreement") for a School Resource Officer ("SRO"), effective August 22th, 2022, is made and entered into between Caro Community Schools (the "District") and the City of Caro (the "City").

WHEREAS, the District desires increased police protection services by having a police officer who will, among other duties, serve as an SRO at District grounds and facilities and for District events, and who will assist the District with school safety; and

WHEREAS, the City desires to provide a police officer for increased police protection pursuant to the terms and conditions of this Agreement; and

WHEREAS, municipal corporations may contract with each other for services pursuant to Public Act 35 of 1951 (MCL 124.1 et seq.); and

WHEREAS, the District has the authority to enter into agreements with third parties pursuant to section 11a of the Revised School Code, MCL 380.11a;

THEREFORE, in consideration of these premises and the promises, agreements, representations, and acknowledgements contained in this Agreement and incorporated Attachments, it is mutually agreed as follows:

1. **Agreement Term.** This Agreement will be effective August 29th, 2022, for a three (3) year term until August 30th, 2025. This Agreement may be terminated by either party without cause by providing 60 days' written notice to the other party.
2. **Officer Selection and Assignment.** The City will assign one (1) police officer to the District to serve as an SRO. The City will ensure that any person appointed to serve as an SRO is fully trained, certified, and licensed to serve in that role. The SRO will be selected and appointed by the City after consultation with the District's Superintendent. The District and the City agree that neither the City nor any SRO, by virtue of this Agreement or otherwise, may be considered an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the District and that at all times and for all purposes under this Agreement, the City and its SRO will be controlled and governed by this Agreement and its Attachments. The City will be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, compensation, overtime wages, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances,

training expenses, transportation costs, and other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protections and benefits, retirement and pension, any employment taxes, and any other statutory or contractual right or benefit based on any employment status.

3. **The SRO shall not be involved in enforcing school discipline.** The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required.
4. **Duties.** The SRO will perform the duties specified in the job description, which is attached as Attachment A and incorporated as part of this Agreement. The City will determine the SRO's work schedule after consultation with District officials.
5. **School Resource Officer Replacement.** If an SRO resigns, or if the District requests replacement of an SRO for reasonable cause, the City will replace the SRO with a similarly qualified individual at no additional charge to the District.
6. **School Building Space and Computer Access.** The District will provide the SRO with an individual workstation, computer and internet access. The SRO may use District equipment and supplies for purposes of carrying out this Agreement. The SRO may only use District computers, internet, equipment, and supplies for purposes directly related to implementation of this Agreement.
7. **Consideration.** The District will pay the City the sum of \$20,000 annually. The City will send the District an invoice twice during the school year. The District will make the payment within 30 days from its receipt of the invoice. In the event this Agreement is terminated pursuant to Paragraph 1, all costs referenced in this Paragraph will be prorated based on the number of days the SRO actually worked in the District prior to termination, and each Party will promptly issue any payment or refund to the other Party as applicable.
8. **School Resource Officer Training.** Training is an essential element of providing quality police services. SRO training expenses specifically related to the role of an SRO will be paid by the City. The City will schedule all training for the SRO on days the District is not in school session.
9. **Other Costs.** The City is responsible for the costs of any other resources necessary for the SRO to satisfy the obligations of this Agreement, including, without limitation, the costs of uniforms, special equipment, and vehicles.

10. **Substitute School Resource Officers.** In the event the SRO normally assigned by the City to provide the District with services under this Agreement has other City-related job functions unrelated to the District and is unable to provide services to the District, the City may assign another similarly qualified officer to provide the District services under this Agreement. In the event that the normally assigned SRO is unable to provide services under this Agreement for a time interval greater than two weeks, and the City does not provide a substitute officer, the District will receive a *per diem* credit, which will be applied to the next scheduled billing.
11. **Criminal Background Check.**
 - a. The City will not furnish any personnel to the District who would be ineligible for employment by the District if the person(s) were instead employed directly by the District.
 - b. Pursuant to the requirements of Revised School Code Sections 1230 and 1230a-h, the District will perform a criminal history check through the Michigan State Police and a criminal records check through the Federal Bureau of Investigation for all persons assigned by the City under this Agreement to work in any District facilities or at program sites where the District delivers educational programs and services. The City will ensure that all persons assigned pursuant to this Agreement take all necessary steps, including completing all paperwork and paying all fees, to comply with Revised School Code Sections 1230 and 1230a-h, and any record keeping requirements of the Michigan State Police. The District may decline an SRO's assignment based on the results of criminal history check and criminal records check.
12. **Criminal Convictions Prohibited.** The City will not assign any of its employees, agents, or other person(s) to perform any services under this Agreement where the person(s) would regularly and continuously work in the District's facilities or program sites if the person(s) has been convicted of any of the following offenses:
 - a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722;
 - b. Any offense enumerated in Sections 1535a or 1539b of the Revised School Code;
 - c. Any felony;
 - d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Revised School Code Sections 1230(10) and 1230a(8);
 - e. Any offense of a substantially similar enactment to those enumerated in A-D above of the United States or another State; or

- f. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees of the District.

- 13. **Compliance with School Policies.** The SRO will abide by District policies that are applicable to the Agreement, including but not limited to, policies pertinent to:

- a. Non-discrimination;
- b. Child abuse and neglect reporting;
- c. Sexual harassment;
- d. Confidentiality of student records and student record information;
- e. Administration of medication to pupils;
- f. Communicable diseases;
- g. Search and Seizure;
- h. Alcohol/controlled substance possession and use; and
- i. Emergency Procedures.

Policies are available on the district website at [Caro Board Policies](#) and available print at the District Central Office.

- 14. **FERPA.** The SRO will be deemed the District's "Law Enforcement Unit," as defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and its underlying regulations. The SRO will also be deemed a "School Official" as defined by FERPA. The SRO may access personally identifiable information from student education records only for the following purposes:

- a. *To access directory information.* For purposes of this Agreement, directory information means information described in the District's Board Policy 8330. Before accessing a student's directory information, the SRO must first determine whether the student's parents have submitted a directory information opt-out form. If so, the SRO may not access the student information except pursuant to subparagraphs 14.b. and 14.c. of this Agreement.
- b. *For a legitimate educational purpose.* For purposes of this Agreement, a legitimate educational purpose includes ensuring the safety of District facilities and events and protecting the safety of District staff, students, volunteers, and visitors. The SRO may

not access student information for law enforcement purposes unless the SRO has a legitimate educational purpose.

- c. *In response to a health or safety emergency.* For purposes of this Agreement, a health or safety emergency means that the SRO believes there is an articulable and significant threat to a student or to another person. In such a circumstance, the SRO may access student information only as necessary to protect that student or person from the threat. After accessing student information pursuant to this paragraph, the SRO, in consultation with the building principal, will document the articulable and significant threat that prompted access to the student information and to whom information was shared.

Except as otherwise stated in this Agreement or permitted by law, the SRO will not disclose any student information without prior written consent of the student's parent/guardian or eligible student. The SRO may, however, redisclose student information to the same extent any other school official would be permitted to disclose the information pursuant to FERPA and other state and federal laws that apply to local educational agencies. If the SRO rediscloses personally identifiable information, the SRO must notify the building principal of the redisclosure and must, in consultation with the building principal, take steps required by state and federal law to document to whom the information was disclosed and the purpose for the redisclosure.

- 15. **Insurance.** The City will maintain, at its own expense during the term of this Agreement, the following insurances:
 - a. Worker's compensation insurance with Michigan statutory limits and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) each occurrence for any employee;
 - b. Comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. Policy includes personal injury coverage;
 - c. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with provisions of the Michigan No Fault insurance law including residual liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage;
 - d. Police professional liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) each occurrence.

The City will name the District as an additional insured on its general liability insurances and other insurance as is reasonably necessary to insure the District from any liability as a result of any act or omission of the SRO.

16. **Liability and Indemnity.** Neither the District nor the City will waive its governmental immunity nor any defense available to them or their officers, agents, or employees under the Michigan Governmental Immunity Act, or any other defenses which may be available to each governmental entity, or its officers, agents, and employees. The District and the City are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.
17. **Employment Discrimination.** The District and the City will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, marital status, disability, pregnancy, sexual orientation, gender identity, veteran status, or any other characteristic for which discrimination is prohibited by state or federal law. The District and the City will not discriminate against any student or other recipient of services under this Agreement due to race, color, religion, sex, national origin, disability or any other characteristic for which discrimination is prohibited by state or federal law in the delivery of programs and services rendered under this Agreement.
18. **Conflicts of Interest.** The SRO will comply with Michigan law concerning actual or potential financial conflicts of interests between the District, the City, its staff and any third party.
19. **Notices.** The parties will send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this Agreement to each signatory of this Agreement or any signatory successor in office, to the following addresses:
 - a. If to the District:
Superintendent, Caro Community Schools
301 N Hooper St
Caro MI 48723
 - b. If to the City:
City of Caro , Attn: City Manager
317 S. State Street
Caro , Michigan 48723

Except as otherwise provided by this Agreement, all correspondence or written notices will be considered delivered to a party as of the date that the notice is deposited with sufficient postage with the United States Postal Service.

20. **Dispute Resolution.** Disputes arising from or relating to this Agreement must be presented to the District or the City, in writing, for discussion and informal resolution. Disputes must identify the provision(s) in dispute, the full relief requested, and all the facts and circumstances supporting the requested relief, including the names of all witnesses and relevant documents. If the issues cannot be resolved between the District and the City, then the dispute may be submitted to the appropriate Michigan state court. The laws of Michigan will apply.
21. **Construction of Agreement.** This Agreement will be deemed to have been jointly drafted by both parties. Any asserted ambiguity may not be construed against either party.
22. **Severability.** If any provision of this Agreement is held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, the invalidity will not affect any other provision of this Agreement that is severable and can be given effect without the invalid provision.
23. **Non-Enforcement of Waiver.** The District and the City may enforce this Agreement in strict accordance with the terms, notwithstanding any conduct or custom on the part of a party in refraining from doing so at any time. All rights and remedies of the respective parties are cumulative and concurrent. The exercise of, or failure to exercise, a right or remedy will not be deemed a waiver or release of any other right or remedy.
24. **Force Majeure.** Neither party is liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party's control may include, but are not limited to, any act of God; compliance with any order, decree, or law of any governmental authority; fire; labor difficulty; or declaration of national emergency.
25. **Authorization.** This Agreement has been authorized, executed, and delivered by the parties and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.
26. **Third Party Rights.** This Agreement does not confer any rights or remedies upon any third party other than the parties to this Agreement and their respective successors and assigns.
27. **Captions.** Captions are provided for convenience only and do not affect the interpretation of this Agreement.

28. **Entire Agreement.** This document, and its Attachments, represent the Parties' entire Agreement, and supersedes all prior negotiations, representations, or contracts, either written or oral related to the subject matter of this Agreement. Modification to this Agreement, including to this Paragraph, may only be made by a writing signed by both parties.

IN WITNESS WHEREOF, each person's signature below represents and warrants that he or she is the signatory authorized to execute this Agreement on behalf of the District or the City.

City of Caro ,

By: _____

Its: _____

Date: _____, 2022

**Caro Community Schools, a Michigan
general powers school district**

By: _____

Its: _____

Date: _____, 2022

ATTACHMENT A

Job Description

Position: School Resource Officer

School Resource Officer Duties and Responsibilities for Caro Community Schools.

Officers will:

- Wear a uniform as required/assigned by the Caro PD while the regular school day is in session.
- Report to the assigned school according to the hours of duty as directed by Caro PD and the school district.
- Make all reports (incident, accident, etc...) available to the LE supervisor ASAP.
- If sick, notify LE Supervisor and School Administrator no later than 0700 hrs.
- Notify the School Administration upon leaving the school campus for any reason.
- Supervise traffic at the beginning and end of each school day to ensure the safety of all the students.
- Patrol the parking lots ensuring student's safety into the school upon arrival in the morning and upon leaving the campus in the afternoon, to deter reckless driving, and to make sure only active students enter the campus.
- Improve the schools perception as a safe learning environment and deter misconduct by remaining highly visible in the halls, cafeteria, and gymnasium.
- Serve as a role model to students, especially in terms of appropriate attitudes and respect.
- Work with students daily, either one-on-one or as a group on all school and non-school safety topics.
- Assist the school administration with anyone who is causing a disruption, truancy issues, and any criminal activities occurring on campus.
- Perform ongoing security checks of the campus and make recommendations to the School Administrator.
- Attend parent and faculty meetings if requested by the School Administrator.
- Attend conferences with students, parents, faculty members and the Superintendent of Schools when necessary to assist them with law enforcement issues and or crime prevention.
- Also attend LE functions that the supervisor deems appropriate. (e.g., Department Meetings, Training, Annual Firearm Qualifications etc.)
- Function as an information-gathering source for Law Enforcement and Juvenile Officials.
- Assist the School Administrator in developing and implementing plans and strategies to prevent and handle dangerous situations.
- Assist the School Administration in formulating and practicing a school safety plan.
- Serve as a liaison between the Police Department, School personnel, and parents.

- If/when needed, conduct classroom activities/presentations involving a wide range of topics, including security, crime prevention, drug/alcohol education, and other related issues as approved by the School Administrator.
- Coordinate all activities with the Police Department and School Administrators and seek their advice, and guidance prior to enacting any program within the school.
- Adhere to the Caro Community School Board and City of Caro Police Department policies at all times.
- Keep names of students and actions taken by school administration in the strictest of confidence.
- Chain of Command should be followed by the law enforcement agencies and school districts to create a positive flow of information.
- SRO should follow his/her law enforcement agency policies and procedures while working with school districts policies and procedures. This may not be easy, but both entities need to be considered for the best interest of the school, staff and students.

CITY OF CARO

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

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CHARLOTTE KISH
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: Agenda Item 8 – Clerical Correction to Contract for DPW and WWTP
Superintendents

Members of the Caro City Council,

During the course of the hiring of David Dienes II to lead the Wastewater Treatment Plant the City Attorney and I used the contract of Tom Reese, head of the Department of Public Works, as a template to form. As such, the title Director of Public Works was transcribed to be Director of Wastewater Treatment Services. Subsequently, it was discovered these titles were altered from what they are prescribed to be in the Caro City Charter, which are DPW Superintendent and WWTP Superintendent.

After consulting with the City Attorney, and the two Department Heads in question, it was determined this can be solved via a simple clerical correction to their existing contracts to bring the titles in question into alignment with the City Charter without affecting anything else in the contracts.

Your options for motions are:

1. Motion to allow the City Manager to develop and sign clerical corrections to the contracts of Tom Reese and David Dienes II to bring their job titles in compliance with the titles listed in the Caro City Charter.
2. Take no action

CITY OF CARO

MANAGER
SCOTT R. CZASAK
CLERK
RITA PAPP
TREASURER
MICHELE PERRY
ATTORNEY
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MAYOR
KAREN SNIDER
CITY COUNCIL
BOB ESCHENBACHER
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EMILY CAMPBELL
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PAM ISELER

TO: City Council
City Manager – Scott Czasak
FROM: Michele Perry, Treasurer
SUBJECT: Certificate of Deposit Report
DATE: March 29, 2023

We have the following Certificate(s) of Deposit(s) maturing.

Financial Institute	Current Term	Interest Rate	Current Balance	Maturity Date	Plan of Action at Renewal Date
Huntington Bank	120 Days	2.85%	118,706.38	4/6/2023	Move CD from Huntington Bank to Frankenmuth Credit Union into the existing FICA Business Account at the current rate at the time. As of 3/29/23 the current rate is 1%.
Independent Bank	3 months	3.65%	186,817.04	4/16/2023	Move into the ICS account at Independent Bank at the current rate at the time. As of 3/27/23 the rate is 2.60%
Independent Bank	3 months	3.65%	235,689.33	4/16/2023	Move into the ICS account at Independent Bank at the current rate at the time. As of 3/27/23 the rate is 2.60%

I recommend closing the Certificate of Deposit at Huntington Bank and deposit it into the Frankenmuth Credit Union into the existing FICA Business Savings Account which as of today is earning 1%.

I recommend closing the 2 Certificates of Deposit at Independent Bank and opening the Insured Cash Sweep account. The interest rate as of today is 2.60%.

Action:

Option 1:

Approve City Treasurer to close the above CD at Huntington Bank and move the funds into the FICA Business Savings Account at Frankenmuth Credit Union at the current interest at the time.

Approve City Treasurer to close the above CDs at Independent Bank and move the funds into the ICS account at the current interest rate at the time.

Option 2: Deny action of the above CDs.

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TO: City Council
FROM: Karen Snider - Mayor
SUBJECT: Mayor's Report
DATE: April 3, 2023

I went to the Downtown Development Authority's special meeting on March 16, 2023. They reviewed their proposed 2023-2024 budget and forwarded it to Council.

Drafted the Mayor's article for the Caro Times quarterly newsletter and turned it in to front office. This newsletter is scheduled to come out the first of April.

Attended the Caro Rotary on March 20, 2023, but was unable to attend on March 27.

Called and attended a special council meeting on March 23, 2023, at 3:30 p.m. to discuss replacement of the filter media at the water treatment facility.

Visited the Board of Review on March 21, 2023, and in their down time I joined the BOR members, the assessor's daughter and a few of her friends in stuffing Easter eggs. We had a great time and enjoyed the collaboration.

I had the opportunity to attend the Economic Development Corporation meeting on March 22, 2023, at 7:30 a.m.

Attended the Parks and Recreation meeting on March 21, 2023.

The below items are left on my report as reminders:

As we discussed at the past Council meeting, please don't forget that Megan Bierlein from Frankenmuth Bible Church is working with the City Manager at doing a large-scale community service project for the Caro community on October 29 and have done these in the past using approximately 400 volunteers. Any ideas for this project need to be submitted to the City Manager.

Council members need to get their comments as to tree planting to the City Manager as soon as possible.

Council Member Kish and I will be attending the May 19-20 classes in Bay City in person. The first day is the Elected Officials Academy-Core Weekender and covers Legal Framework, Leadership Roles and Responsibilities, Financial Management and Planning and Zoning. The second day is the Advanced Academy and includes formal presentations about municipal budgeting, understanding financial statements and audits, priority-based budgeting, utility rate settings, ServeMiCity, and funding community projects.

Mayor Karen Snider

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MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, March 29, 2023
RE: City Manager's Report

Members of the Caro City Council,

It has been another active couple of weeks as my fourth month as the Caro City Manager rolls on. The staff and I have placed the finishing touches on the budget and I look forward to presenting it to you at the Budget Workshop on April 5th. This will be my first budget presentation as a City Manager so I will apologize ahead of time if my nervous excitement causes me to talk too fast!

Since my last report I had the opportunity to attend the DDA Special Meeting where they finalized their proposed budget and had a meeting with Parks and Recreation Chairman Sean Smith to go over the proposed Parks and Recreation budget and Capital Improvement Plan items. Sean noted it was the first time he can remember the Parks and Recreation Chair being consulted on the budget, and I hope to continue this in order to increase engagement in the budgeting process.

In addition to my usual meetings with Department Heads, staff, and my Rotary attendance, I also met with residents on issues as wide as zoning issues, the City newsletter, and the like. I also attended the Planning Commission meeting on the 28th where they approved both their Annual Report and the Capital Improvement Plan. I am scheduled to attend a meeting of the Zoning Board of Appeals on the 30th to hear an appeal of my rejection of a sign on the building of the new Ollie's in the old Ace Hardware and Goodwill location. Their sign is slightly larger than what the Zoning Ordinance allows me to approve, and they decided to take their case to the Zoning Board of Appeals.

As Spring tries to be sprung here in Caro I am looking forward to the events coming up which are in the planning stages, I look forward to getting out to these events and showing my face in the community, now that I no longer have to bundle it under my winter scarf!

Finally, to update you on the Filter Replacement process, the bid documents have been signed by myself and the contractor, and we added some cost to deal with the repair of one of the troughs, which is quoted at \$3,800. I will continue to provide updates on this matter in this report until the project is completed.

CITY OF CARO

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VACANT

TO: City Council/City Manager
FROM: Rita Papp – City Clerk
SUBJECT: Clerk's Report
DATE: April 3, 2023

- Continue to follow up on the upcoming changes to the election process due to the passing the Proposal 22-2, Promote the Vote. Potentially starting with the November 2023 election, voters will be given the opportunity to vote in person 9 days prior to election day. The State of Michigan will provide in coming postage for AV applications and Ballots to the City. We will be responsible for outgoing postage. There is also a change to military & overseas voter ballots, if postmarked on election day and not received, ballots must be counted within 6 days. Several changes and challenges are on the horizon for the Clerk's office.
- Continuing to attend Rotary Meetings to network with community members.
- Submitted the 2023-2024 Election & Clerk Budget to Treasurer. The first Budget Workshop is scheduled for April 5, 2023, at 5:30 pm – 7:30 pm.
- Posted the City Council Vacancy, deadline is March 31st at 5:00 pm. Council seat must be filled within 60 days per the City Charter guidelines. Received 2 Letter of Interests at the time of writing this report.
- Posted the DDA Vacancies (2), deadline is April 3rd at 5:00 pm. Received 5 applications at the time of writing this report.
- Posted the Seasonal Employees (4), deadline is March 31st at 5:00 pm. Extended to April 10, 2023.
- Jana attended her first year at MAMC Clerk's Institute – March 12 – 17, 2023 and I attended my second year, March 19 – 24, 2023. Clerk's Institute is a 3-year program partnering with Central Michigan University. Upon completion, we can apply to be a certified MiPMC (Michigan Professional Municipal Clerks)
- I will be out of the office from the afternoon of April 13, 2023 until April 19, 2023 for vacation.