

**AGENDA**  
**REGULAR MEETING OF THE CARO CITY COUNCIL**  
**January 16, 2024, 6:30 P.M.**

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

**AGENDA APPROVAL**

**PUBLIC COMMENTS/VISITORS**

**COMMUNICATION:**

1. Charter Communications – Upcoming Changes
2. 2023 Planning Commission Annual Report

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – January 2, 2024
2. Invoices
3. Department Reports
  - A. Police Report – Chief Brian Newcomb
  - B. Fire Report – Chief Randall Heckroth
  - C. Code Enforcement Report – Randall Heckroth
  - D. DPW Superintendent – Tom Reese
  - E. WWTP Superintendent – David Dienes II
  - F. Municipal Parking Violations Bureau Report – Rita Papp

**REGULAR AGENDA:**

1. First Reading - Food Truck Ordinance
2. Set Public Hearing – Food Truck Ordinance
3. Banner Request – Tuscola Behavioral Health Systems – Mental Health Month – May 1 -16, 2024
4. Light Pole Usage Request Ribbons – Tuscola Behavioral Health Systems – Mental Health Month – May 2024
5. Banner Request – Tuscola Behavioral Health Systems – Suicide Prevention Month – September 2 – 17, 2024
6. Light Pole Usage Request Ribbons – Tuscola Behavioral Health Systems – Suicide Prevention Month – September 2024
7. Resolution – Steve Erickson, Tuscola County EDC
8. Caro Center Water Agreement
9. Caro Center Sewer Agreement
10. Investment Change #1
11. Investment Change #2
12. Presentation of City Manager Goals

**ITEMS POSTPONED:** None

**COMMITTEE/LIAISON POSITION REPORTS:**

1. Economic Development Corporation (Mayor Snider)
2. Chamber of Commerce (Manager)
3. Downtown Development Authority (Kish)
4. Fair Board (Iseler)
5. Parks & Recreation (White)
6. Planning Commission (Eschenbacher)

7. Tuscola County Board of Commissioners (Iseler)
8. Zoning Board of Appeals (Mayor Snider)
9. Indianfields Township (Manager)
10. Almer Township (Campbell)

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

**MANAGER REPORT** – Written report submitted.

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

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

**ADDITIONAL PUBLIC COMMENTS**

**ADJOURN**

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December 28, 2023

T1 P2 174 \*\*\*\*\*AUTO\*\*ALL FOR AADC 480  
 City Of Caro  
 317 S. State Street  
 Caro, MI 48723-1725



Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

We appreciate our customers and continue to enhance our services with the finest communication and entertainment products available, while also providing a compelling suite of services at the greatest value. Despite our best efforts, rising costs, including programming fees charged by TV networks have impacted our pricing. Customers are being notified via bill message regarding the following price changes that will take effect on or after January 30, 2024. Please note for customers who may be paying a promotional price, the retail price does not take effect until the end of the promotional period.

Product	Price
Broadcast TV Surcharge	Will increase by \$2.55/month.
Spectrum TV Select	Will increase by \$5.00/month.
Spectrum TV Silver and Gold	Will each increase by \$10.00/month.
Spectrum TV Select Signature	Will increase by \$5.00/month.
Spectrum TV Select Plus	Will increase by \$5.00/month.
Spectrum Mi Plan Latino (Customers will receive 11 new channels.)	Will increase by \$5.00/month.
Grandfathered Spectrum Mi Plan Latino (Customers will receive 22 new channels.)	Will increase by \$8.00/month (customers will receive a \$3.00 credit for 12 months to offset the increase).
Grandfathered Spectrum Mi Plan Latino Silver and Gold	Will each increase by \$13.00/month (customers will receive a \$3.00 credit for 12 months to offset the increase).
Grandfathered Spectrum Lifestyle Plan Silver and Gold	Will each increase by \$5.00/month.
Spectrum Latino View	Will increase by \$3.00/month.
Spectrum Entertainment View	Will increase by \$3.00/month.
AMC+	Will increase by \$1.00/month.
Spectrum Digi Tier 1	Will increase by \$3.00/month.
Adult Programming	Will increase to \$19.99/month.
Spectrum TV Bundle (grandfathered legacy Time Warner Cable bundle that includes customers subscribing to double play (video and internet) and triple play (video, internet, and voice)	Will increase by \$20.00/month.
Spectrum Digital Terminal Adapters	Will increase by \$1.51/month.
Spectrum Receivers	Will increase by \$1.51/month.

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We remain committed to providing excellent communications and entertainment services in your community. If you have any questions about this change, please feel free to contact me at (616) 607-2380.

Sincerely,

*Derrick Mathis*

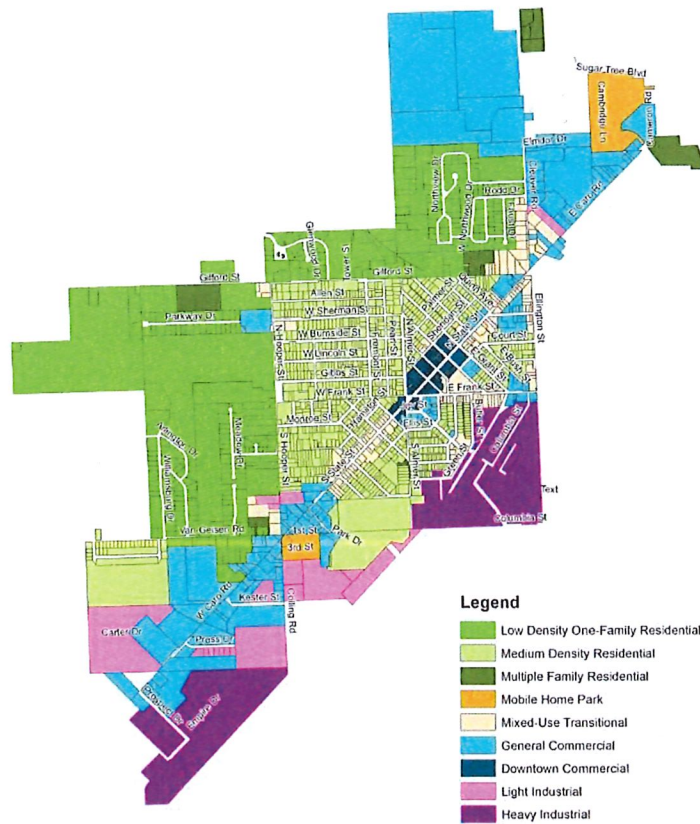
Derrick Mathis  
Manager – State Government Affairs, Michigan  
Charter Communications



# City of Caro



## Planning Commission 2023 Annual Report



Prepared by: Scott R. Czasak, MPA, PDM  
City Manager/Zoning Administrator

Adopted by Planning Commission on January 9, 2024.

**I. Introduction**

The City of Caro Planning Commission is comprised of seven (7) individuals who may represent specific important segments of the economic, governmental, educational, and social development of the City. Sworn members of the Planning Commission are members of the commission for a three (3) year term.

It is important to note several members of the Planning Commission have served either the respective commission or in other public service roles for a considerable amount of time. The City of Caro would like to personally express a deep appreciation for the time and service to the community by members of the Commission.

**II. Purpose**

This annual report is mandated by the Michigan Planning Enabling Act (MCL 125.3801 - 125.3885), which states: “A Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development”.

This annual report serves as an important tool in the ongoing efforts of development in the City of Caro. By increasing information sharing between City Council, administrative staff, the Planning Commission, and other boards and commissions of the City a more expedient and transparent development process can occur. This annual report is one the many tools at the disposal of the City to identify upcoming issues and priorities, a review of actions previously taken, and in the budgeting process.

**III. Membership**

Currently, the Planning Commission is comprised of seven (7) members for three (3) year terms.

<i>Planning Commission Member:</i>	<i>Term Expiration:</i>
Mike Carpenter	11/2025
Denise Steffen	11/2025
Michael Laethem	11/2026
Art Rollend	11/2026
Herb Sheardy	11/2024
Chad Fields	11/2024
Robert Eschenbacher	Council Liaison

**IV. Development Reviews**

<i>Project Type:</i>	<i>Location:</i>	<i>Description:</i>	<i>Status:</i>	<i>Recommendation to Legislative Body:</i>	<i>Date of Action:</i>
Master Plan Update	City of Caro	Finalized update of City of Caro Master Plan.	Public Hearing was held 1/24/23. Minor corrections made.	Recommended adoption.	1/24/2023
Special Land Use Application	Emerald Thumb, LLC	Adult-Use Marihuana Processing License	Public Hearing held 8/8/23.	Recommended granting Special Land Use Permit to Council.	8/8/2023
Rezoning Request	Living Waters Church	Rezoning request from RA-1 to OS-1	Public Hearing held 11/28/23.	Recommended rezoning to Council.	11/28/2023
Site Plan Review	People's State Bank Building	Site plan to add ramp to rear of building	Conditional Approval.	N/A	11/28/2023

**V. Meetings**

The City of Caro Planning Commission met 6 times during the 2023 calendar year. This exceeds the MPEA's requirement of four (4) meetings annually.

**VI. Master Plan Review**

During the 2022 calendar year, the City of Caro Planning Commission worked on the update to the City of Caro Master Plan, however, the vote to recommend the final draft of the updated City of Caro Master Plan was held on January 24, 2023.

**VII. Zoning Ordinance Amendments**

11/28/2023: A rezoning request by Living Waters Chapel for parcel number 050-004-400-2202-01 from RA-1, Low Density Residential, to OS-1, Office Services had a Public Hearing by the City of Caro Planning Commission on November 28, 2023. The Commission recommended adoption of the rezoning to City Council, who granted the rezoning at it's December 4, 2023 regular meeting.

**VIII. Variances**

3/30/2023: The Zoning Board of Appeals granted a variance to Ollie's to allow for a building sign which was greater than the 10% of wall space size allowed under the ordinance.

**IX. Actions by Legislative Body**

2/6/2023: City Council approved the updated Master Plan by a unanimous vote.

8/21/2023: City Council granted a Special Use Permit to Emerald Thumb, LLC for an Adult-Use Marihuana Processing License by a vote of 4-3.

12/4/2023: City Council approved the rezoning of parcel number 050-004-400-2202-01, Living Waters Chapel, from RA-1 to OS-1 by a vote of 5-2.

**X. Zoning Map**

Parcel number 050-004-400-2202-01 was rezoned from RA-1 to OS-1 by the City Council on December 4, 2023.

**XI. Trainings Attended**

No members of the Planning Commission attended training during the year 2023.

**XII. Potential Training Topics in the Upcoming Year, Based on Goals and Priorities**

During the City Budget process trainings were anticipated for new members to obtain the Citizen Planner certification from MSU Extension, as well as Zoning Board of Appeals training for members of that body from MSU Extension. Other trainings can be developed based on the needs identified by City Council and the Planning Commission.

**XIII. Joint Meetings**

No joint meetings were held in 2023 between the City of Caro Planning Commission and other intergovernmental bodies or external agencies. Of note, the Redevelopment Ready Communities program, of which the City of Caro is engaged in, does recommend at least one joint meeting annually, therefore holding one or more of these meetings will be explored.

**XIV. Other Meetings**

No other types of meetings were held in 2023 involving the City of Caro Planning Commission.

## CITY OF CARO REGULAR COUNCIL MINUTES

Mayor Karen Snider called the regular meeting of the City Council to order on January 2, 2024, at 6:30 p.m. in the Council Chambers.

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

Absent: None

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, and other guests.

### AGENDA APPROVAL

#### 24-M-1

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

**Motion Carried.**

**PUBLIC COMMENT/VISITORS:** None

**PRESENTATION:** None

### COMMUNICATIONS:

1. Downtown Development Authority Meeting Minutes – December 13, 2023 (unapproved)
2. Parks & Recreation Committee Meeting Minutes – December 19, 2023 (unapproved)
3. Thank You Card – Caro Chamber of Commerce
4. State Historic Preservation Office Letter

### CONSENT AGENDA:

1. Regular Council Meeting Minutes – December 18, 2023
2. Invoices

#### 24-M-2

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

**Motion Carried.**

**REGULAR AGENDA:** (action required)

1. Resolution Establishing Election Commission & Approve Election Inspector Pay

#### 24-M-3

**Motion by White, seconded by Campbell to approve the Resolution Establishing Election Commission for the City of Caro, Resolution No. 2024-1 and authorize the appointment of Councilor Charlotte Kish as the city official, and Jana Brown as the qualified elector with no per diem pay to the Election Commission, and to pay \$15.00 per hour for Election Inspector, \$17.00 per hour for Precinct Chairperson, and \$50.00 for attending necessary training.**

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

**Motion carried.**

2. Purchase Order Approval (2) – 2023 Chev. Tahoe Insurance Claim

24-M-4

**Motion by White, seconded by Kish to authorize the payment to Ally Financial in the amount of \$32,467.40 and authorize payment to Great Lakes Public Safety in the amount of \$14,910.30.**

**Motion carried.**

3. Investment Change

24-M-5

**Motion by Kish, seconded by Eschenbacher to approve City Treasurer to close CDARS ending in 4867 at Independent Bank and invest the funds in a Certificate of Deposit at Independent Bank for 119 days at a rate of 4.75%**

**Motion carried.**

4. City Manager Goals

Mayor Snider distributed the City Manager Goals to all council members and the City Manager. Mayor Snider instructed the City Manager to bring his goals to the next Council Meeting.

24-M-6

**Motion by Kish, seconded by Eschenbacher to accept the City Manager Goals as presented to Council.**

**Motion carried.**

**ITEMS PENDING/TABLED:** None

**COMMITTEE/LIAISON POSITION REPORTS:** None

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

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

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

Highlighted Annual Contribution from MMRMA & Resignation letter from Rocco Borg, Parks & Recreation Committee.

**ADDITIONAL PUBLIC COMMENT:** None

24-M-7

**Motion by Eschenbacher, seconded by Kish to adjourn the meeting at 7:05 p.m.**

**Motion carried.**



Rita Papp  
City Clerk

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>71-B DISTRICT COURT</b>					
01/24	01/04/2024	77599	101-253-801-000	CONTRACTED SERVICES	16.00
Total 71-B DISTRICT COURT:					16.00
Total 77599:					16.00
<b>CARO AREA DISTRICT LIBRARY</b>					
01/24	01/04/2024	77600	101-000-223-000	DUE TO CARO DISTRICT LIBRARY	17,996.77
Total CARO AREA DISTRICT LIBRARY:					17,996.77
Total 77600:					17,996.77
<b>CARO COMMUNITY SCHOOLS</b>					
01/24	01/04/2024	77601	101-000-225-000	DUE TO CARO SCHOOLS	67,724.53
01/24	01/04/2024	77601	101-000-225-000	DUE TO CARO SCHOOLS	95,984.46
Total CARO COMMUNITY SCHOOLS:					163,708.99
Total 77601:					163,708.99
<b>CARO TRANSIT AUTHORITY</b>					
01/24	01/04/2024	77602	101-000-222-001	DUE TO CARO TRANSIT AUTHORITY	24,186.77
Total CARO TRANSIT AUTHORITY:					24,186.77
Total 77602:					24,186.77
<b>TUSCOLA COUNTY TREASURER</b>					
01/24	01/04/2024	77603	101-000-228-001	DUE TO CTY - STATE EDUCATION	845.38
01/24	01/04/2024	77603	101-000-222-000	DUE TO CTY - COUNTY OPERATING	551.45
01/24	01/04/2024	77603	101-000-222-005	DUE TO COUNTY - INTEREST	22.55
01/24	01/04/2024	77603	101-000-222-005	DUE TO COUNTY - INTEREST	34.59
01/24	01/04/2024	77603	101-000-222-004	COUNTY SPECIALS	53,176.55
Total TUSCOLA COUNTY TREASURER:					54,630.52
Total 77603:					54,630.52
<b>TUSCOLA INTERMEDIATE SCHOOL</b>					
01/24	01/04/2024	77604	101-000-234-000	DUE TO INTERMEDIATE SCHOOLS	51,287.52
Total TUSCOLA INTERMEDIATE SCHOOL:					51,287.52
Total 77604:					51,287.52

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>NATHAN HAGER</b>					
01/24	01/08/2024	77605	101-247-960-000	EDUCATION AND TRAINING	50.00
Total NATHAN HAGER:					50.00
Total 77605:					50.00
<b>ADVANCE AUTO PARTS</b>					
01/24	01/16/2024	77606	661-575-776-000	MAINTENANCE SUPPLIES	54.36
Total ADVANCE AUTO PARTS:					54.36
Total 77606:					54.36
<b>AMAZON CAPITAL SERVICES</b>					
01/24	01/16/2024	77607	216-336-740-000	OPERATING SUPPLIES	513.00
01/24	01/16/2024	77607	590-545-776-000	OM&R SUPPLIES	606.15
01/24	01/16/2024	77607	101-301-740-000	OFFICE SUPPLIES	15.99
01/24	01/16/2024	77607	101-262-740-000	OFFICE SUPPLIES	19.19
01/24	01/16/2024	77607	591-540-740-000	OFFICE SUPPLIES	68.95
01/24	01/16/2024	77607	101-253-740-000	OFFICE SUPPLIES	19.58
01/24	01/16/2024	77607	101-441-740-000	OFFICE SUPPLIES	29.85
01/24	01/16/2024	77607	101-260-740-000	OFFICE SUPPLIES	29.85
01/24	01/16/2024	77607	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	24.12
01/24	01/16/2024	77607	216-336-740-000	OPERATING SUPPLIES	65.43
01/24	01/16/2024	77607	216-336-740-000	OPERATING SUPPLIES	54.91
01/24	01/16/2024	77607	216-336-740-000	OPERATING SUPPLIES	148.00
01/24	01/16/2024	77607	101-262-740-000	OFFICE SUPPLIES	87.89
01/24	01/16/2024	77607	101-703-776-000	O&M SUPPLIES	21.99
01/24	01/16/2024	77607	661-575-776-000	MAINTENANCE SUPPLIES	20.24
Total AMAZON CAPITAL SERVICES:					1,725.14
Total 77607:					1,725.14
<b>BRENTWOOD</b>					
01/24	01/16/2024	77608	101-000-675-000	MISC INCOME	10.75
Total BRENTWOOD:					10.75
Total 77608:					10.75
<b>BRENTWOOD GRAPHICS</b>					
01/24	01/16/2024	77609	248-728-776-000	DDA OPERATING SUPPLIES	56.00
01/24	01/16/2024	77609	101-701-740-000	OFFICE SUPPLIES	10.00
Total BRENTWOOD GRAPHICS:					66.00
Total 77609:					66.00
<b>BRIGHTSPEED</b>					
01/24	01/16/2024	77610	590-540-853-000	TELEPHONE	71.64



GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/16/2024	77610	591-540-853-000	TELEPHONE	71.64
Total BRIGHTSPEED:					143.28
Total 77610:					143.28
<b>CAPITAL ONE TRADE CREDIT</b>					
01/24	01/16/2024	77611	101-265-776-000	O&M SUPPLIES	105.00
01/24	01/16/2024	77611	101-441-776-001	O&M SUPPLIES	17.99
01/24	01/16/2024	77611	101-265-776-000	O&M SUPPLIES	99.98
Total CAPITAL ONE TRADE CREDIT:					222.97
Total 77611:					222.97
<b>CHARTER COMMUNICATIONS</b>					
01/24	01/16/2024	77612	101-751-750-000	TECHNOLOGY	104.98
Total CHARTER COMMUNICATIONS:					104.98
Total 77612:					104.98
<b>CHURCH, URBAN &amp; ASSOCIATES LLC</b>					
01/24	01/16/2024	77613	101-253-801-000	CONTRACTED SERVICES	26.98
01/24	01/16/2024	77613	101-253-801-000	CONTRACTED SERVICES	28.94
01/24	01/16/2024	77613	101-253-801-000	CONTRACTED SERVICES	39.40
01/24	01/16/2024	77613	101-253-801-000	CONTRACTED SERVICES	26.98
Total CHURCH, URBAN & ASSOCIATES LLC:					122.30
Total 77613:					122.30
<b>CIVIC SYSTEMS, LLC</b>					
01/24	01/16/2024	77614	101-172-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	101-253-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	101-260-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	101-301-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	101-371-750-001	SOFTWARE MAINTENANCE AGREEM	291.00
01/24	01/16/2024	77614	101-441-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	216-336-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
01/24	01/16/2024	77614	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	291.00
01/24	01/16/2024	77614	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	291.00
01/24	01/16/2024	77614	596-521-750-001	SOFTWARE MAINTENANCE AGREEM	291.00
01/24	01/16/2024	77614	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	291.00
Total CIVIC SYSTEMS, LLC:					3,201.00
Total 77614:					3,201.00
<b>ELAN FINANCIAL SERVICES</b>					
01/24	01/16/2024	77615	248-728-960-000	EDUCATION & DUES	18.91-
01/24	01/16/2024	77615	248-728-741-000	LUNCHEONS	71.86

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/16/2024	77615	248-728-741-000	LUNCHEONS	89.82
01/24	01/16/2024	77615	248-728-776-000	DDA OPERATING SUPPLIES	39.00
Total ELAN FINANCIAL SERVICES:					181.77
Total 77615:					181.77
<b>ELECTION SOURCE</b>					
01/24	01/16/2024	77616	101-262-801-000	CONTRACTED SERVICES	1,710.00
Total ELECTION SOURCE:					1,710.00
Total 77616:					1,710.00
<b>EMTERRA ENVIRONMENTAL USA CORP</b>					
01/24	01/16/2024	77617	596-521-801-000	CONTRACTED SERVICES	876.00
01/24	01/16/2024	77617	596-521-801-000	CONTRACTED SERVICES	21,531.45
01/24	01/16/2024	77617	596-521-801-000	CONTRACTED SERVICES	17,855.92
Total EMTERRA ENVIRONMENTAL USA CORP:					40,263.37
Total 77617:					40,263.37
<b>FARM DEPOT</b>					
01/24	01/16/2024	77618	591-540-776-000	O&M SUPPLIES	4.19
Total FARM DEPOT:					4.19
Total 77618:					4.19
<b>FERGUSON ENTERPRISES LLC #2000</b>					
01/24	01/16/2024	77619	590-540-776-000	OM&R SUPPLIES NORMAL	165.21
Total FERGUSON ENTERPRISES LLC #2000:					165.21
Total 77619:					165.21
<b>FORD MOTOR CREDIT COMPANY</b>					
01/24	01/16/2024	77620	216-336-991-000	LEASE PAYMENT - PRINCIPAL	10,219.17
Total FORD MOTOR CREDIT COMPANY:					10,219.17
Total 77620:					10,219.17
<b>GAMBLES DO IT BEST HARDWARE</b>					
01/24	01/16/2024	77621	590-540-776-000	OM&R SUPPLIES NORMAL	47.98
01/24	01/16/2024	77621	101-265-776-000	O&M SUPPLIES	26.97
01/24	01/16/2024	77621	101-265-776-000	O&M SUPPLIES	17.78
01/24	01/16/2024	77621	248-733-956-001	FARMERS MARKET - OTHER EXPENS	62.99
01/24	01/16/2024	77621	661-575-776-000	MAINTENANCE SUPPLIES	113.55
01/24	01/16/2024	77621	591-540-776-000	O&M SUPPLIES	259.98
01/24	01/16/2024	77621	101-265-776-000	O&M SUPPLIES	117.51

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/16/2024	77621	101-265-776-000	O&M SUPPLIES	15.48
Total GAMBLES DO IT BEST HARDWARE:					662.24
Total 77621:					662.24
<b>HIRSCHMAN OIL SUPPLY INC</b>					
01/24	01/16/2024	77622	101-301-860-000	GAS/OIL/TIRES	193.44
01/24	01/16/2024	77622	591-540-860-000	GAS & OIL	171.67
01/24	01/16/2024	77622	661-575-860-000	GAS/OIL	860.34
01/24	01/16/2024	77622	590-540-860-000	GAS/OIL/DIESEL	427.61
Total HIRSCHMAN OIL SUPPLY INC:					1,266.18
Total 77622:					1,266.18
<b>HOLLOWAY FIRE PROTECTION INC</b>					
01/24	01/16/2024	77623	216-336-740-000	OPERATING SUPPLIES	161.00
Total HOLLOWAY FIRE PROTECTION INC:					161.00
Total 77623:					161.00
<b>HUNTINGTON PUBLIC CAP CORP</b>					
01/24	01/16/2024	77624	302-905-991-001	FIRE TRUCK PRINCIPAL (pumper)	41,000.00
01/24	01/16/2024	77624	302-905-993-001	FIRE TRUCK INTEREST (pumper)	4,614.65
Total HUNTINGTON PUBLIC CAP CORP:					45,614.65
Total 77624:					45,614.65
<b>KRISTAL'S HELPING HAND LLC</b>					
01/24	01/16/2024	77625	101-441-801-002	CONTRACTED SERV - JANITORIAL	138.34
01/24	01/16/2024	77625	101-441-801-002	CONTRACTED SERV - JANITORIAL	54.14
01/24	01/16/2024	77625	101-301-801-002	CONTRACTED SERV - JANITORIAL	108.34
01/24	01/16/2024	77625	101-253-801-002	CONTRACTED SERV - JANITORIAL	100.28
01/24	01/16/2024	77625	101-260-801-002	CONTRACTED SERV - JANITORIAL	100.28
01/24	01/16/2024	77625	101-172-801-002	CONTRACTED SERV - JANITORIAL	100.28
01/24	01/16/2024	77625	590-540-801-002	CONTRACTED SERV - JANITORIAL	108.34
Total KRISTAL'S HELPING HAND LLC:					710.00
Total 77625:					710.00
<b>MEDLER ELECTRIC COMPANY</b>					
01/24	01/16/2024	77626	202-451-801-001	CONTRACTED SERV - ENGINEERING	11,964.71
Total MEDLER ELECTRIC COMPANY:					11,964.71
Total 77626:					11,964.71

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>MICHIGAN DIVERSIFIED SERVICES LLC</b>					
01/24	01/16/2024	77627	203-463-801-000	CONTRACTED SERVICES	204.00
Total MICHIGAN DIVERSIFIED SERVICES LLC:					204.00
Total 77627:					204.00
<b>MICHIGAN PIPE &amp; VALVE-SAGINAW</b>					
01/24	01/16/2024	77628	591-540-776-000	O&M SUPPLIES	2,628.00
01/24	01/16/2024	77628	591-540-970-001	CAPITAL OUTLAY - METERS	1,230.00
01/24	01/16/2024	77628	591-540-970-001	CAPITAL OUTLAY - METERS	1,230.00
01/24	01/16/2024	77628	591-540-776-000	O&M SUPPLIES	540.00
Total MICHIGAN PIPE & VALVE-SAGINAW:					5,628.00
Total 77628:					5,628.00
<b>MICHIGAN STATE UNIVERSITY</b>					
01/24	01/16/2024	77629	101-751-801-000	CONTRACTED SERVICES	8,959.25
Total MICHIGAN STATE UNIVERSITY:					8,959.25
Total 77629:					8,959.25
<b>MOORE MOTOR SALES</b>					
01/24	01/16/2024	77630	101-301-860-000	GAS/OIL/TIRES	1,055.80
01/24	01/16/2024	77630	101-301-860-000	GAS/OIL/TIRES	465.00
Total MOORE MOTOR SALES:					1,520.80
Total 77630:					1,520.80
<b>R&amp;R TECHNICAL SERVICES</b>					
01/24	01/16/2024	77631	203-483-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	204-483-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	248-728-853-000	TELEPHONE	55.00
01/24	01/16/2024	77631	216-336-853-000	TELEPHONE	55.00
01/24	01/16/2024	77631	101-253-853-000	TELEPHONE	27.50
01/24	01/16/2024	77631	101-260-853-000	TELEPHONE	27.50
01/24	01/16/2024	77631	101-371-853-000	TELEPHONE	20.50
01/24	01/16/2024	77631	101-702-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	101-441-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	101-703-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	590-540-801-000	CONTRACTED SERVICES	47.50
01/24	01/16/2024	77631	591-540-801-000	CONTRACTED SERVICES	47.50
01/24	01/16/2024	77631	596-521-801-000	CONTRACTED SERVICES	23.75
01/24	01/16/2024	77631	101-265-801-000	CONTRACTED SERVICES	45.00
01/24	01/16/2024	77631	101-751-801-000	CONTRACTED SERVICES	15.00
01/24	01/16/2024	77631	101-172-853-000	TELEPHONE	55.00
01/24	01/16/2024	77631	101-172-801-000	CONTRACTED SERVICES	95.00
01/24	01/16/2024	77631	101-253-801-000	CONTRACTED SERVICES	47.50
01/24	01/16/2024	77631	101-260-801-000	CONTRACTED SERVICES	47.50

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/16/2024	77631	101-301-801-000	CONTRACTED SERVICES	71.25
01/24	01/16/2024	77631	101-441-801-000	CONTRACTED SERVICES	71.25
01/24	01/16/2024	77631	216-336-801-000	CONTRACTED SERVICES	23.75
01/24	01/16/2024	77631	101-265-801-000	CONTRACTED SERVICES	150.00
01/24	01/16/2024	77631	101-265-801-000	CONTRACTED SERVICES	320.00
01/24	01/16/2024	77631	101-101-801-000	CONTRACTED SERVICES	30.00
01/24	01/16/2024	77631	101-301-801-000	CONTRACTED SERVICES	55.00
01/24	01/16/2024	77631	101-253-801-000	CONTRACTED SERVICES	2.50
01/24	01/16/2024	77631	101-260-801-000	CONTRACTED SERVICES	2.50
01/24	01/16/2024	77631	590-540-801-000	CONTRACTED SERVICES	5.00
01/24	01/16/2024	77631	101-101-801-000	CONTRACTED SERVICES	90.00
01/24	01/16/2024	77631	101-260-801-000	CONTRACTED SERVICES	37.50
01/24	01/16/2024	77631	101-301-801-000	CONTRACTED SERVICES	15.00
01/24	01/16/2024	77631	101-441-801-000	CONTRACTED SERVICES	30.00
01/24	01/16/2024	77631	216-336-801-000	CONTRACTED SERVICES	15.00
01/24	01/16/2024	77631	590-540-801-000	CONTRACTED SERVICES	15.00
01/24	01/16/2024	77631	591-540-801-000	CONTRACTED SERVICES	30.00
01/24	01/16/2024	77631	590-540-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	591-540-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	596-560-853-000	TELEPHONE	20.45
01/24	01/16/2024	77631	661-575-853-000	TELEPHONE	55.00
01/24	01/16/2024	77631	101-172-801-000	CONTRACTED SERVICES	45.00
01/24	01/16/2024	77631	101-253-801-000	CONTRACTED SERVICES	37.50
01/24	01/16/2024	77631	101-301-853-000	TELEPHONE & PAGERS	20.45
01/24	01/16/2024	77631	202-483-853-000	TELEPHONE	20.45
Total R&R TECHNICAL SERVICES:					1,915.00
Total 77631:					1,915.00
<b>RASMUSSEN TRUCKING SERVICE CENTER LLC</b>					
01/24	01/16/2024	77632	216-336-930-000	REPAIRS - EQUIPMENT	4,138.82
Total RASMUSSEN TRUCKING SERVICE CENTER LLC:					4,138.82
Total 77632:					4,138.82
<b>SERV-A-PURE COMPANY</b>					
01/24	01/16/2024	77633	590-540-776-001	LAB SUPPLIES	845.40
Total SERV-A-PURE COMPANY:					845.40
Total 77633:					845.40
<b>STAPLES</b>					
01/24	01/16/2024	77634	591-540-740-000	OFFICE SUPPLIES	95.32
01/24	01/16/2024	77634	101-441-740-000	OFFICE SUPPLIES	95.32
01/24	01/16/2024	77634	101-253-740-000	OFFICE SUPPLIES	1.73
01/24	01/16/2024	77634	101-172-740-000	OFFICE SUPPLIES	1.73
01/24	01/16/2024	77634	101-260-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	101-262-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	203-483-740-000	OFFICE SUPPLIES	1.72

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/16/2024	77634	204-483-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	216-336-740-000	OPERATING SUPPLIES	1.72
01/24	01/16/2024	77634	590-540-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	591-540-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	596-521-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	101-301-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	101-371-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	101-441-776-000	O&M SUPPLIES	1.72
01/24	01/16/2024	77634	101-751-776-000	O&M SUPPLIES	1.72
01/24	01/16/2024	77634	101-702-740-000	OFFICE SUPPLIES	1.72
01/24	01/16/2024	77634	202-483-740-000	OFFICE SUPPLIES	1.72
Total STAPLES:					218.18
Total 77634:					218.18
<b>STATE OF MICHIGAN - EGLE</b>					
01/24	01/16/2024	77635	590-540-777-000	STATE TESTING & PERMITS	3,180.48
Total STATE OF MICHIGAN - EGLE:					3,180.48
Total 77635:					3,180.48
<b>SUB-AQUATICS, INC.</b>					
01/24	01/16/2024	77636	216-336-930-000	REPAIRS - EQUIPMENT	618.56
01/24	01/16/2024	77636	216-336-930-000	REPAIRS - EQUIPMENT	882.39
Total SUB-AQUATICS, INC.:					1,500.95
Total 77636:					1,500.95
<b>TEAM FINANCIAL GROUP</b>					
01/24	01/16/2024	77637	101-172-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
01/24	01/16/2024	77637	101-253-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
01/24	01/16/2024	77637	101-260-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
01/24	01/16/2024	77637	101-301-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
01/24	01/16/2024	77637	101-371-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
01/24	01/16/2024	77637	101-441-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
01/24	01/16/2024	77637	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
01/24	01/16/2024	77637	216-336-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
01/24	01/16/2024	77637	248-728-776-000	DDA OPERATING SUPPLIES	12.46
01/24	01/16/2024	77637	248-733-956-001	FARMERS MARKET - OTHER EXPENS	12.46
01/24	01/16/2024	77637	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
01/24	01/16/2024	77637	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
01/24	01/16/2024	77637	596-521-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
Total TEAM FINANCIAL GROUP:					299.00
Total 77637:					299.00
<b>THE SAFETY COMPANY LLC</b>					
01/24	01/16/2024	77638	661-575-930-000	CONTRACTED REPAIRS	894.19

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total THE SAFETY COMPANY LLC:					894.19
Total 77638:					894.19
<b>TUSCOLA COUNTY ADVERTISER</b>					
01/24	01/16/2024	77639	101-247-900-000	PRINTING & PUBLICATION	169.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	25.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	169.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	25.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	1,170.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	1,170.00
01/24	01/16/2024	77639	101-260-900-000	PRINTING & PUBLICATION	169.00
Total TUSCOLA COUNTY ADVERTISER:					2,897.00
Total 77639:					2,897.00
<b>TUSCOLA COUNTY TREASURER</b>					
01/24	01/16/2024	77640	101-253-801-000	CONTRACTED SERVICES	102.11
Total TUSCOLA COUNTY TREASURER:					102.11
Total 77640:					102.11
<b>UNIFIRST CORPORATION</b>					
01/24	01/16/2024	77641	101-265-776-000	O&M SUPPLIES	18.45
01/24	01/16/2024	77641	216-336-740-000	OPERATING SUPPLIES	25.75
01/24	01/16/2024	77641	590-540-776-000	OM&R SUPPLIES NORMAL	24.24
01/24	01/16/2024	77641	101-265-776-000	O&M SUPPLIES	21.00
01/24	01/16/2024	77641	101-265-776-000	O&M SUPPLIES	23.00
Total UNIFIRST CORPORATION:					112.44
Total 77641:					112.44
<b>USA BLUEBOOK</b>					
01/24	01/16/2024	77642	591-540-776-000	O&M SUPPLIES	683.61
01/24	01/16/2024	77642	591-540-776-000	O&M SUPPLIES	305.76
01/24	01/16/2024	77642	590-540-776-000	OM&R SUPPLIES NORMAL	55.50
Total USA BLUEBOOK:					1,044.87
Total 77642:					1,044.87
<b>WEBER STEEL INC</b>					
01/24	01/16/2024	77643	661-575-776-000	MAINTENANCE SUPPLIES	511.42
Total WEBER STEEL INC:					511.42
Total 77643:					511.42

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>WITMER PUBLIC SAFETY GROUP</b>					
01/24	01/16/2024	77644	216-336-740-000	OPERATING SUPPLIES	55.96
Total WITMER PUBLIC SAFETY GROUP:					55.96
Total 77644:					55.96
<b>WEX BANK</b>					
01/24	01/16/2024	800056	661-575-860-000	GAS/OIL	499.89
01/24	01/16/2024	800056	216-336-860-000	GAS & OIL	123.09
01/24	01/16/2024	800056	101-371-860-000	GAS	30.77
01/24	01/16/2024	800056	101-301-860-000	GAS/OIL/TIRES	1,197.67
01/24	01/16/2024	800056	590-540-860-000	GAS/OIL/DIESEL	72.48
Total WEX BANK:					1,923.90
Total 800056:					1,923.90
<b>CONSUMERS ENERGY</b>					
01/24	01/09/2024	800057	101-265-921-000	GAS	81.60
Total CONSUMERS ENERGY:					81.60
Total 800057:					81.60
<b>DTE ENERGY</b>					
01/24	01/09/2024	800058	101-265-920-000	ELECTRIC	7.90
Total DTE ENERGY:					7.90
Total 800058:					7.90
Grand Totals:					466,491.11

Report Criteria:

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



# 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](http://www.carocity.net)

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

To: Caro City Council, Caro City Manager  
From: Brian Newcomb, Chief of Police  
Regarding: Month end report, December 2023  
Date: January 9, 2024

## **POLICE REPORTS**

Police Complaints received for December 2023- 323 complaints

Comparison-

November 2023- 396 complaints  
October 2023- 406 complaints  
September 2023- 416 complaints.  
August 2023 – 409 complaints

December 2022- 185 complaints

## **MILEAGE**

December 2023- 4031 miles

## **GASOLINE**

**December 2023-335.91 gallons**

911 OPEN LINE/HANGUP	1
ABANDONED VEHICLE	3
ALARM	8
ANIMAL AT LARGE	4
ASSAULT	10
ASSIST DHHS	5
ASSIST FIRE	5
ASSIST MDOC	
ASSIST MSP	
ASSIST OTHER PD	2
ASSIST THUMB NARCOTICS	
ASSIST TUSH IN CARO	4
ATTEMPT TO LOCATE PERSON	
B&E	3
BACKGROUND INVESTIGATION LE	
CHILD NEGLECT/ABUSE	
CITIZEN ASSIST	
CIVIL	3
CONDITIONAL BOND VIOLATION	2
CRIMINAL SEXUAL CONDUCT	1
DISORDERLY	3
DISTURBING THE PEACE	3
DOG BITE	
DOG LOCKED IN VEHICLE	
DWLS	3
EMBEZZLEMENT	
FALSE PERSONATION	
FELONIOUS ASSAULT	
FIGHT IN PROGRESS	
FIREWORKS VIOLATION	
FLEE POLICE	
FOUND PROPERTY	2
FRAUD	6
GENERAL	8
GUNSHOT WOUND	
HARASSMENT	6
HIT AND RUN PDA	1
HOMELESS	
HOMICIDE ATTEMPT	
INJURY CRASH	4
INTOXICATED PERSON	
INVESTIGATION FOLLOWUP	
KEYS LOCKED IN VEHICLE	
KIDNAPPING	
LARCENY	3
LARCENY BY CONVERSION	
LARCENY FROM VEHICLE	
LARCENY IN A BUILDING	
LIQUOR INSPECTION	14
o	
LOITERING	
LOST PROPERTY	
MDOP	1
MED FIRST RESPONSE CALL	18

AMBROSE/CONRAD	MSP	FELONY
2821 DECKERVILLE	TUSH	DV
1446 S COLLING	TUSH	FELONY
1401 CLEAVER	MSP	HOUSE
		MOVE
6444 MAIN CC	CC PD	B&E
6688 CENTER	TUSH	DV
COLWOOD/M81	TUSH	FELONY

MENTAL HEALTH CALL	14
MIP-ALCOHOL	
MIP-VAPE	
MISSING JUVENILE	1
MISSING PERSON	2
MISUSE OF 911 LINE	
MOTORIST ASSIST	3
MUTUAL AID	7
NARCOTICS	3
NATURAL DEATH	
NO INSURANCE-VEHICLE	
NO REGISTRATION MISDEMEANOR	
NOISE COMPLAINT	3
OPEN DOOR	1
OVERDOSE-DRUGS	
OWI	3
PARKING VIOLATIONS	
PAROLE VIOLATION	
PDA	11
PPO VIOLATION	
PROBATION VIOLATION	
PROWLER	1
PUBLIC RELATIONS	
RECKLESS DRIVING	
REGISTRATION VIOLATION	
RESIST OFFICER	
RETAIL FRAUD	2
ROAD RAGE	
RUNAWAY	
SINKHOLE IN ROADWAY	
STALKING	
SUICIDE	
SUICIDAL PERSON-THREATS OF	2
SUSPICIOUS PERSON	7
SUSPICIOUS SITUATION	6
THREATS	4
THREATS TO ATTY GENERAL	
THREATS TO COURTHOUSE	
THREATS TO SCHOOL	1
TRAFFIC CONTROL	4
TRAFFIC STOPS/CITATIONS	92
TRESPASS	5
UDAA	
VERBAL DOMESTIC	5
VIN INSPECTION	
WARRANT ARREST - FELONY	6
WARRANT ARREST - MISDEMEANOR	3
WEAPONS OFFENSE	
WELFARE CHECK	15
WITNESS INTIMIDATION	

TOTAL COMPLAINTS FOR Dec 2023	324
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# VEHICLE MAINTENANCE RECORD FOR CAR 1

TOTAL MAINTENANCE COSTS	YEAR: 2015		MAKE:		FORD		MODEL		SUV		LICENSE		VIN NO. 1FM5K8AR5FGB83483	
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-23	Feb-23
Enter Starting Vehicle Mileage	80,934	81,982	82,531	83,239	84,073	84,429	85,273	86,102	86,022	88,219	88,522	88,825	88,825	88,825
Enter Vehicle Mileage at End of Month	81,982	82,531	83,239	84,073	84,429	85,273	86,102	88,022	88,219	88,522	88,825	89,355	89,355	89,355
Monthly Mileage Totals	1,048	549	708	834	356	844	829	1,920	197	303	303	530	530	530
Total Mileage for Year	8,421													
Maintenance Cost Per Mile	\$0.39													
<b>VEHICLE MAINTENANCE COSTS</b>														
Oil & Filter Change	\$95.65													
Air Filter Change														
Fuel Filter Change														
Transmission Fluid & Filter														
Engine Coolant														
Cooling System Flush														
Tire Repair or Replacement														
Tire Rotation or Balance														
Hose Replacement														
Brake Repair														
Engine Tune-Up														
Front End Alignment														
Power Steering / Brake Fluid														
A/C or Heater Repair														
Replace Belts														
Electrical Repairs														
Battery Replacement														
Battery Cables / Terminals														
Headlights or Light Bulbs														
Windshield Wiper Blades														
Wash & Wax														
Miscellaneous Service	\$3,117.02													
<b>TOTAL MONTHLY MAINTENANCE COSTS</b>	\$0.00	\$3,117.02	\$60.00	\$0.00	\$0.00	\$0.00	\$95.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,272.67

<b>TIRE</b>	<b>SIZE</b>
245	55R18 M&S

# VEHICLE MAINTENANCE RECORD FOR CAR 2

TOTAL MAINTENANCE COSTS	YEAR:		2024		2023		2022		2021		2020		2019		2018		2017		2016		2015		2014		2013		2012		2011		2010		2009		2008		2007		2006		2005		2004		2003		2002		2001		2000		1999		1998		1997		1996		1995		1994		1993		1992		1991		1990		1989		1988		1987		1986		1985		1984		1983		1982		1981		1980		1979		1978		1977		1976		1975		1974		1973		1972		1971		1970		1969		1968		1967		1966		1965		1964		1963		1962		1961		1960		1959		1958		1957		1956		1955		1954		1953		1952		1951		1950		1949		1948		1947		1946		1945		1944		1943		1942		1941		1940		1939		1938		1937		1936		1935		1934		1933		1932		1931		1930		1929		1928		1927		1926		1925		1924		1923		1922		1921		1920		1919		1918		1917		1916		1915		1914		1913		1912		1911		1910		1909		1908		1907		1906		1905		1904		1903		1902		1901		1900		1899		1898		1897		1896		1895		1894		1893		1892		1891		1890		1889		1888		1887		1886		1885		1884		1883		1882		1881		1880		1879		1878		1877		1876		1875		1874		1873		1872		1871		1870		1869		1868		1867		1866		1865		1864		1863		1862		1861		1860		1859		1858		1857		1856		1855		1854		1853		1852		1851		1850		1849		1848		1847		1846		1845		1844		1843		1842		1841		1840		1839		1838		1837		1836		1835		1834		1833		1832		1831		1830		1829		1828		1827		1826		1825		1824		1823		1822		1821		1820		1819		1818		1817		1816		1815		1814		1813		1812		1811		1810		1809		1808		1807		1806		1805		1804		1803		1802		1801		1800		1799		1798		1797		1796		1795		1794		1793		1792		1791		1790		1789		1788		1787		1786		1785		1784		1783		1782		1781		1780		1779		1778		1777		1776		1775		1774		1773		1772		1771		1770		1769		1768		1767		1766		1765		1764		1763		1762		1761		1760		1759		1758		1757		1756		1755		1754		1753		1752		1751		1750		1749		1748		1747		1746		1745		1744		1743		1742		1741		1740		1739		1738		1737		1736		1735		1734		1733		1732		1731		1730		1729		1728		1727		1726		1725		1724		1723		1722		1721		1720		1719		1718		1717		1716		1715		1714		1713		1712		1711		1710		1709		1708		1707		1706		1705		1704		1703		1702		1701		1700		1699		1698		1697		1696		1695		1694		1693		1692		1691		1690		1689		1688		1687		1686		1685		1684		1683		1682		1681		1680		1679		1678		1677		1676		1675		1674		1673		1672		1671		1670		1669		1668		1667		1666		1665		1664		1663		1662		1661		1660		1659		1658		1657		1656		1655		1654		1653		1652		1651		1650		1649		1648		1647		1646		1645		1644		1643		1642		1641		1640		1639		1638		1637		1636		1635		1634		1633		1632		1631		1630		1629		1628		1627		1626		1625		1624		1623		1622		1621		1620		1619		1618		1617		1616		1615		1614		1613		1612		1611		1610		1609		1608		1607		1606		1605		1604		1603		1602		1601		1600		1599		1598		1597		1596		1595		1594		1593		1592		1591		1590		1589		1588		1587		1586		1585		1584		1583		1582		1581		1580		1579		1578		1577		1576		1575		1574		1573		1572		1571		1570		1569		1568		1567		1566		1565		1564		1563		1562		1561		1560		1559		1558		1557		1556		1555		1554		1553		1552		1551		1550		1549		1548		1547		1546		1545		1544		1543		1542		1541		1540		1539		1538		1537		1536		1535		1534		1533		1532		1531		1530		1529		1528		1527		1526		1525		1524		1523		1522		1521		1520		1519		1518		1517		1516		1515		1514		1513		1512		1511		1510		1509		1508		1507		1506		1505		1504		1503		1502		1501		1500		1499		1498		1497		1496		1495		1494		1493		1492		1491		1490		1489		1488		1487		1486		1485		1484		1483		1482		1481		1480		1479		1478		1477		1476		1475		1474		1473		1472		1471		1470		1469		1468		1467		1466		1465		1464		1463		1462		1461		1460		1459		1458		1457		1456		1455		1454		1453		1452		1451		1450		1449		1448		1447		1446		1445		1444		1443		1442		1441		1440		1439		1438		1437		1436		1435		1434		1433		1432		1431		1430		1429		1428		1427		1426		1425		1424		1423		1422		1421		1420		1419		1418		1417		1416		1415		1414		1413		1412		1411		1410		1409		1408		1407		1406		1405		1404		1403		1402		1401		1400		1399		1398		1397		1396		1395		1394		1393		1392		1391		1390		1389		1388		1387		1386		1385		1384		1383		1382		1381		1380		1379		1378		1377		1376		1375		1374		1373		1372		1371		1370		1369		1368		1367		1366		1365		1364		1363		1362		1361		1360		1359		1358		1357		1356		1355		1354		1353		1352		1351		1350		1349		1348		1347		1346		1345		1344		1343		1342		1341		1340		1339		1338		1337		1336		1335		1334		1333		1332		1331		1330		1329		1328		1327		1326		1325		1324		1323		1322		1321		1320		1319		1318		1317		1316		1315		1314		1313		1312		1311		1310		1309		1308		1307		1306		1305		1304		1303		1302		1301		1300		1299		1298		1297		1296		1295		1294		1293		1292		1291		1290		1289		1288		1287		1286		1285		1284		1283		1282		1281		1280		1279		1278		1277		1276		1275		1274		1273		1272		1271		1270		1269		1268		1267		1266		1265		1264		1263		1262		1261		1260		1259		1258		1257		1256		1255		1254		1253		1252		1251		1250		1249		1248		1247		1246		1245		1244		1243		1242		1241		1240		1239		1238		1237		1236		1235		1234		1233		1232		1231		1230		1229		1228		1227		1226		1225		1224		1223		1222		1221		1220		1219		1218		1217		1216		1215		1214		1213		1212		1211		1210		1209		1208		1207		1206		1205		1204		1203		1202		1201		1200		1199		1198		1197		1196		1195		1194		1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# VEHICLE MAINTENANCE RECORD FOR CAR 3

TOTAL MAINTENANCE COSTS		YEAR:	2017	MAKE:	FORD	MODEL:	SUV	LICENSE:	VIN NO:	1FM5K8AR3HGC07315			
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Enter Starting Vehicle Mileage		52,817	54,534	55,655	56,510	57,724	58,959	61,279	63,079	63,525	63,628	65,330	66,524
Enter Vehicle Mileage at End of Month		54,534	55,655	56,510	57,724	58,959	61,279	63,079	63,525	63,628	65,330	66,524	67,537
Monthly Mileage Totals		1,717	1,121	855	1,214	1,235	2,320	1,800	446	103	1,702	1,194	1,013
Total Mileage for Year		14,720											
Maintenance Cost Per Mile		\$0.30											
VEHICLE MAINTENANCE COSTS													
Oil & Filter Change													\$80.55
Air Filter Change													
Fuel Filter Change													
Transmission Fluid & Filter													
Engine Coolant					xxx								
Cooling System Flush													
Tire Repair or Replacement													
Tire Rotation or Balance													
Hose Replacement													
Brake Repair													\$1,088.10
Engine Tune-Up			\$368.79										
Front End Alignment													
Power Steering / Brake Fluid													
A/C or Heater Repair													
Replace Belts													\$470.96
Electrical Repairs													
Battery Replacement													
Battery Cables / Terminals													
Headlights or Light Bulbs													
Windshield Wiper Blades													
Wash & Wax													
Miscellaneous Service													\$581.05
													\$1,828.00
<b>TOTAL MONTHLY MAINTENANCE COSTS</b>		\$0.00	\$368.79	\$0.00	\$1,088.10	\$0.00	\$0.00	\$470.96	\$581.05	\$1,908.55	\$0.00	\$0.00	\$0.00
													<b>TOTAL</b>
													\$4,417.45

Tire Size=245/55R18

MILLARS TIRES BAY CITY



# VEHICLE MAINTENANCE RECORD FOR CAR 465

TOTAL MAINTENANCE COSTS	YEAR:	2022		MAKE	CHEVY		MODEL	1500	LICENSE	VIN NO. 3GCPDKKELNG655811			
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	
Enter Starting Vehicle Mileage	450	500	500	850	1,941	3,368	4,611	5,263	6,363	7,476	8,450	9,027	
Enter Vehicle Mileage at End of Month	500	500	850	1,941	3,368	4,611	5,263	6,363	7,476	8,450	9,027	9,974	
Monthly Mileage Totals	50	0	350	1,091	1,427	1,243	652	1,100	1,113	974	577	947	
Total Mileage for Year	9,524												
Maintenance Cost Per Mile	\$0.05												

VEHICLE MAINTENANCE COSTS												
TYPE OF SERVICE	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Oil & Filter Change							\$0.00					\$0.00
Air Filter Change												
Fuel Filter Change												
Transmission Fluid & Filter												
Engine Coolant												
Cooling System Flush												
Tire Repair or Replacement												
Tire Rotation or Balance												
Hose Replacement												\$465.00
Brake Repair												
Engine Tune-Up												
Front End Alignment												
Power Steering / Brake Fluid												
A/C or Heater Repair												
Replace Belts												
Electrical Repairs												
Battery Replacement												
Battery Cables / Terminals												
Headlights or Light Bulbs												
Windshield Wiper Blades												
Wash & Wax												fix per recall
Tie Rods/Alignment												
Muffler												
Tow/Wrecker Service												
Miscellaneous Service												
INSTALLATION												
TOTAL MONTHLY MAINTENANCE COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465.00
												\$0.00



Run #	Date	Responsible entity	City of Caro Fire Department	Report to Council	Water usage	Fiscal Billing #	Dedicated hours
		Fire runs December 1, 2023 thru December 31, 2023				page 1	
			Address of call	Description			
476	12/1/2023	canceled	W. Caro & Chambers Rd.	2 vehicle crash	0	nc	0.5
477	12/1/2023	Duane Hornbacher	622 Sheridan St.	house fire	4800	14	3.5
478	12/2/2023	Duane Hornbacher	622 Sheridan St.	house fire rekindle	840	nc	1.00
479	12/4/2023	canceled	Deckerville & Cass River	vehicle crash	0	nc	0.50
480	12/4/2023	Williamsburg LLC	746 Williamsburg DR.	gas leak invest.	0	nc	1.00
481	12/4/2023		616 W. Gilford Rd.	medical assist	0	MB	1.00
482	12/5/2023	Kory Batschke	615 Arlington Dr.	CO detector	0	nc	1.00
483	12/5/2023		State & Park DR.	medical assist	0	nc	1.00
484	12/6/2023		1401 Cleaver Rd.	medical assist	0	nc	1.00
485	12/7/2023	Amber Smith	200 Almer Dr.	illegal fire	20	nc	1.00
486	12/7/2023	Consumers	1543 VanGeisen Rd.	gas leak invs.	0	nc	1.00
487	12/8/2023		218 W. Burnside St.	medical assist	0	MB	1.00
488	12/8/2023	Melba Wilding	E. Caro & Cleaver Rd.	2 vehicle crash	0	MB	1.00
489	12/8/2023		2214 Villiage DR.	medical assist	0	nc	0.50
490	12/9/2023		1032 S. Colling Rd.	medical assist	0	MB	1.00
491	12/9/2023	Ellen Wyatt	E. Caro & Cleaver Rd.	vehicle crash / medical	0	MB	1.00
492	12/10/2023		1058 Agar Rd.	medical assist	0	MB	1.00
493	12/10/2023		616 W. Gilford Rd.	medical assist	0	nc	1.00
494	12/11/2023		1293 Cambridge Ln.	medical assist	0	MB	1.00
495	12/11/2023	Dianna Pollard	1345 S. Hurds Corner Rd.	vehicle crash	0	10	1.00
496	12/12/2023	Lexy Yang	E. Caro & Cleaver Rd.	2 vehicle crash	0	15	1.00
497	12/13/2023		3428 Ball Rd.	medical assist	0	nc	1.00
498	12/13/2023		1525 W. Caro Rd.	medical assist	0	nc	1.00
499	12/13/2023	public service	188 Park Dr.	illegal fire	20	nc	1.00
500	12/14/2023	MMR	1717 Sunset Dr.	Lift assist	0	nc	1.00
501	12/14/2023	Caro DPW	1043 E. Caro RD.	Haz Mat spill	1000	nc	2.00
502	12/15/2023		330 Hamilton St.	medical assist	0	MB	1.00
503	12/15/2023	Brenda Nichol	3391 Washburn RD.	illegal fire	0	nc	0.00
504	12/15/2023	Rebecca Robinson	near 3346 E. Dutcher Rd.	vehicle fire	0	nc	1.00
505	12/15/2023	canceled	M-46 & Leix Rd.	vehicle crash	0	nc	0.50
506	12/15/2023		1360 Kingston Dr.	medical assist	0	MB	1.00
507	12/16/2023	Melissa Smith	343 Wells St.	House fire	5100	16	3.00
508	12/16/2023	Sara Tupper	230 W. Gilford Rd.	vehicle fire	250	17	1.00









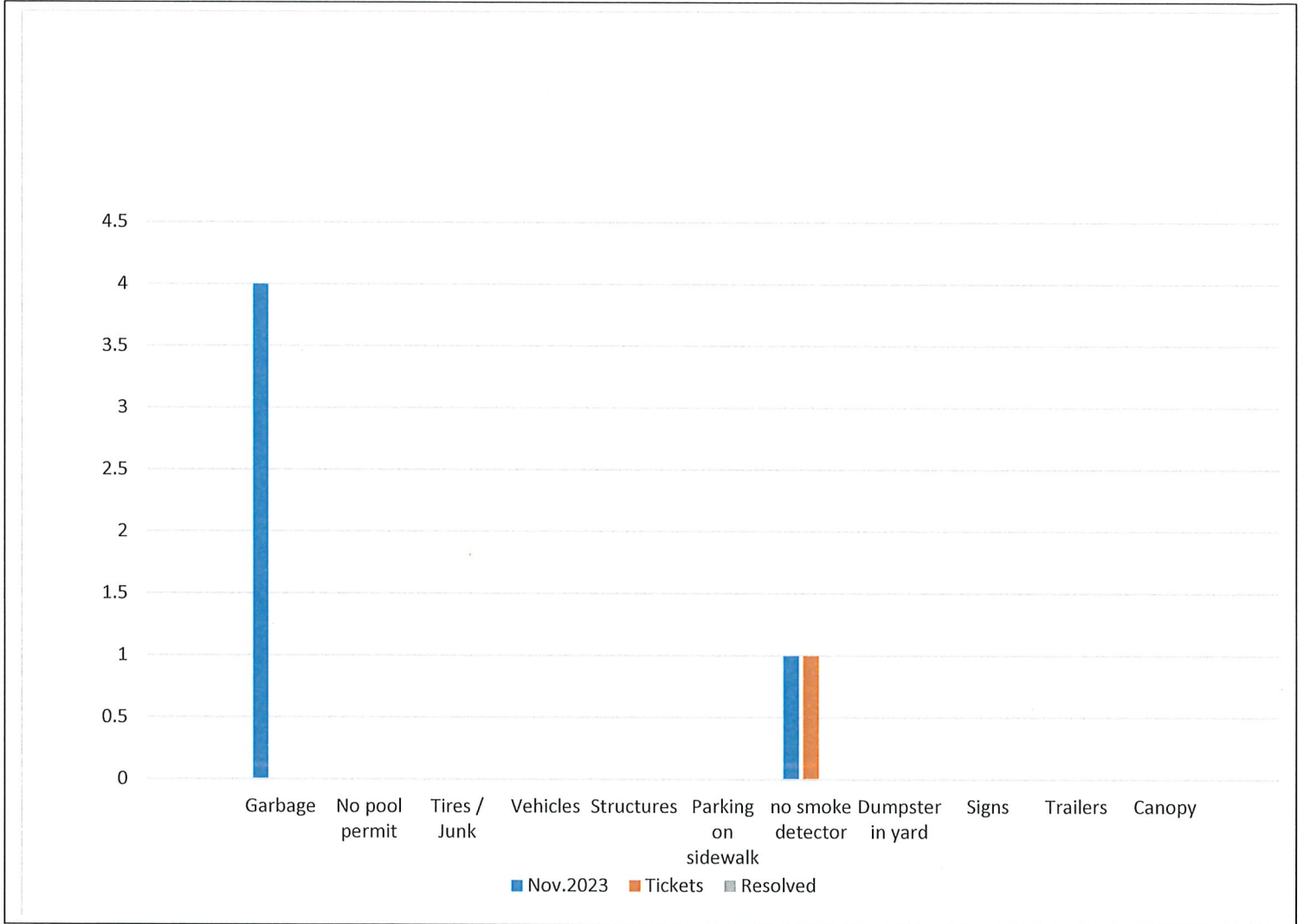


# CITY OF CARO CODE ENFORCEMENT

January 2024 Council Code report

December 2023 monthly review

Page 2 of 2



Monthly total tickets issued, \$100.00

Monthly total blights cases dealt with , 5

Monthly cases resolved, 0

Top -Violation for December 2023 #1 Garbage

# 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:** Scott Czasak & City Council  
**From:** Tom Reese Superintendent of Public Works  
**Date:** January 18th, 2024  
**Re:** December Monthly report

---

### ACTIVITY

- Daily well checks.
- We have done 30 MISS DIG tickets.
- We have completed 23 work orders. This is a breakdown of what was done:
  - 4 consumption questions
  - 1 low pressure
  - 6 final reads
  - 2 Meters/install/replace
  - 2 Resident questions
  - 1 sewers jetted
  - 1 streetlight out
  - 1 potholes
  - 1 Trees/Stumps
  - 3 Water turn off/on
  - 1 banner
- We have done our monthly water testing.
- We pumped down the arsenic pit.
- The guys finished putting Christmas stuff out.
- We fixed the storm basin at Atwood Park.
- We replaced the main meter at the elementary school.
- We fixed the sewer main and service on W Sherman St
- The guys have been street sweeping when time and weather allows.
- Eeven replaced the leaking motor on the 45.03.004 salter.
- The guys replaced the gutter brooms on the 45007 sweeper.
- Scott and I had a preconstruction meeting for the back wall at City Hall
- The guys have been doing trash 2 days a week unless needed otherwise.
- The guys pushed back the leaf piles at the dump.
- The guys went around and picked up branches around town.

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## UP COMING PROJECTS

D.P.W roofing  
City hall roofing.  
City hall back wall  
Fire hall garage doors and entry door.

## ATTACHMENTS

# CITY OF CARO

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**TO:** Scott Czasak, City Manager and Caro City Council  
**FROM:** David Dienes, W.W.T.P.  
**SUBJECT:** January 2024 Report  
**DATE:** January 10, 2024

## **FOR THE AGENDA OF: January 16, 2024**

---

- Submitted Monthly Discharge Report to the Department of Environment, Great Lakes, and Energy.
- Submitted the WWTP's annual Stormwater Pollution Prevention report to EGLE.
- Scheduled our annual Laboratory inspection and audit with EGLE.
- Set up and ran the city's drinking water samples for December 2023.
- Relinquished 5 raw water samples to SVSU for COVID-19 testing.
- Operators J. Helton and A. Fields have been signed up to attend Permit Required Confined Space Entry training.
- Received our new process water pumps. Installation is pending the arrival of special couplings.
- Superintendent Dienes began FY 24/25 budget preparations.



# Memorandum

**To:** City Council

**From:** Rita Papp

**Date:** January 12, 2024

**Re:** Municipal Parking Violations Report, December 2023

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

---

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

---

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

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## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, January 10, 2024  
RE: Agenda Item – Food Truck Ordinance

---

Members of the Caro City Council,

As you might know, the previous City Council developed a Food Truck Ordinance, which was given final approval by the Policy Committee on July 5, 2022, to be acted upon at the July 18, 2022, City Council meeting. However, this proposed ordinance was not brought to Council at that time and during the interim period has continued to sit inactive. During my tenure, bringing up this ordinance has been a frequent question, and I stated I would do so at the end of Food Truck season as to not impose rules in the middle of the active season.

This ordinance would set rules of operation for food trucks including hours of operation, insurance requirements, health and safety requirements, and an application fee. The application would be able to be approved by the City Manager or Chief of Police and allows the Zoning Administrator to have oversight of any post-approval violations.

This ordinance was drafted in consultation with our current City Attorney who approved the language as finalized by the Policy Committee. In my review, I do have one suggested amendment to the language in Section 5, paragraph 3, my suggestion is to change the last sentence to "All payments must be made by cash, check or electronic fund transfer." This would allow payments of application fees by credit card either in person or online.

Your options for motions are:

1. Motion to accept the proposed Food Truck Ordinance for First Reading and Set a Public Hearing for February 5, 2024.
2. Motion to accept the proposed Food Truck Ordinance for First Reading and Set a Public Hearing for another date.
3. Refer the proposed Food Truck Ordinance to the Policy Committee for further review
4. Postpone for further discussion.
5. Take no action.

**CITY OF CARO**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE TO REGULATE THE OPERATION OF TRANSITORY FOOD SERVICE UNITS AND THE ISSUANCE OF PERMITS, LICENSES, OR APPROVALS FOR TRANSITORY FOOD SERVICE UNITS**

**THE CITY OF CARO ORDAINS:**

**Section 1. Purpose**

The purpose of this Ordinance is to establish a policy to regulate and manage Transitory Food Service Units in the City of Caro (the “City”); to permit and regulate Transitory Food Service Units in the City; to reduce vehicular and pedestrian traffic congestion; to encourage new business; and to protect the health, safety, and welfare of the City’s business district and the City’s people.

**Section 2. Definition**

*Transitory Food Service Unit* means a motorized vehicle, including pulled mobile trailer, a temporary food service station, cart, smoker, grill, freezing or cutting unit, or similar apparatuses that engages in the storage, preparation, service, sale, or distribution of ready-to-eat or immediately consumable food items to the public directly from the unit.

**Section 3. Permit Requirements**

Except as otherwise authorized under this Ordinance, no Transitory Food Service Unit may engage in the preparation, service, sale, or distribution of food in the City on public or private property without first obtaining a permit from the City in the manner prescribed in this ordinance. The application fee will be set from time to time by resolution of the City Council. All fees must be paid to the City Treasurer at the time the application is submitted. All permits issued pursuant to this Ordinance must be available on site for inspection upon request by the City Zoning Administrator or law enforcement officer. Permits must be conspicuously displayed on the premises or any cart, stand, booth, motorized vehicle, mobile trailer, or similar apparatus used in the business at all times. No person may carry or display any expired, suspended, or revoked permit, or any license or permit for which a duplicate has been issued.

**Section 4. Permit Exceptions**

A Transitory Food Service Unit may engage in the preparation, service, sale, or distribution of food in the City on public or private property without a permit required under Section 3 of this Ordinance if:

1. Operating at a single location for less than 2 hours;
2. The operator is a USA veteran licensed to sell goods under Mich. Public Act 359 of 1921;

3. The operator is exempt from the permitting requirements of this Ordinance under state or federal law; or
4. The operator is operating under the invitation of a special event permit holder, or a special event held by the City of Caro, or one of its agencies.

The City reserves the right to request documentation in support of any exemption.

**Section 5. Applications**

1. A person requesting a Transitory Food Service Unit permit must submit a written application no more than 6 months in advance, and no less than 14 days prior to the proposed operation date.
2. Applications are to be on forms provided by the City and must state under oath such facts as may be required for, or applicable to, the granting of the permit. The City reserves the right to request additional information or documentation regarding the application to ensure proper compliance with this Ordinance and the safety of the general public.
3. The applicant must pay a fee of in an amount set by City Council from time to time by resolution. Fees must be made payable to “The City of Caro”. All payments must be made by cash and check.
4. The application fee is nonrefundable and does not guarantee approval by the City.
5. Permits are valid for 14 consecutive days. Each additional period of 14 days or less requires an additional application submitted in the same manner as an original application.
6. A Transitory Food Service Unit that is engaged in the business of selling prepared food that is cooked or heated with a device or appliance using any gas or liquid may not receive a permit until and unless the motor vehicle, conveyance, cart, stand, booth or other similar structure or fixture, device or appliance is reviewed or inspected by appropriate City departments.
7. Application Process
  - A. Applications must be submitted to: City of Caro, 317 South State Steet, Caro MI 48723 in accordance with the requirements this Ordinance for approval by either the City Manager or the Chief of Police.
  - B. The City reserves the right to deny the application for incompleteness. No permit may be granted to any person owing any personal property taxes, money judgments, or any other indebtedness to the city, except for real property taxes and special assessments, or to any person using any personal property in the operation of a business upon which personal property taxes are delinquent.

- C. If, within 2 weeks from application submission, the applicant is unable to furnish any required or requested initial or supplemental documentation and/or delinquent payments, the application will be considered abandoned.

**Section 6. Regulations**

All the following regulations must be followed at all times by any Transitory Food Service Unit operating in the City:

1. Transitory Food Service Units may operate in zoning districts B-1 and B-2, and in designated public parks, and lots, or on private property. Those applying for a permit to operate on public property may only operate in designated spaces as outlined on the Transitory Food Service Unit Map.
2. No Transitory Food Service Unit may operate within the vicinity of a hospital entrance or within 100 ft of the main entrance of a brick-and-mortar food service establishment.
3. Transitory Food Service Units may operate within the hours of 7:00 am and 10:00 pm on Mondays through Fridays and 7:00 am and 12:00 am on Fridays and Saturdays.
4. No Transitory Food Service Units may be left overnight, or unattended on public property, unless specified in a special events permit.
5. No Transitory Food Service Unit may block, obstruct, restrict, or otherwise interfere with the movement of vehicular traffic, or designated public parking.
6. No Transitory Food Service Unit may block, obstruct, restrict, or otherwise interfere with the flow of pedestrian foot traffic, movement or access to public walkways, trails or public amenities.
7. No furnishings are allowed on curbs, sidewalks, trails, in roads, pedestrian or vehicular right of ways. This includes, but is not limited to, lights, signs, banners, chairs, tables, or external waste receptacles.
8. The City of Caro reserves the right to permit furnishings on any public lawn, lot, park, or space. All furnishings must be included on a site plan and submitted with application and must be in good quality condition. Furnishings are subject to approval by the Chief of Police.
9. No liquid, solid, or food waste, or debris will be permitted to emit from the Transitory Food Service Unit. The permittee must keep the premises whereon said Transitory Food Service Unit is located free from their own rubbish, waste products, cans, bottles and debris including napkins, straws, paper cups and plates and other waste material.
10. No vapors, steam or exhaust will be permitted to emit from the Transitory Food Service Unit.

11. Use of generators may be prohibited if its use, location, or condition is anticipated to create a nuisance to neighbors or pedestrians.
12. The Transitory Food Service Unit must comply with all local, state, and federal laws set forth by the Michigan Food Code, Michigan Health Department, USDA, Michigan Department of Agriculture, Michigan Secretary of State, Michigan Liquor Control Code, Internal Revenue Service, or any other agency or entity with lawful jurisdiction over the Transitory Food Service Unit, its operation, and product sales.
13. Transitory Food Service Unit must comply with all regulations herein, and subsequent recommendations by the City of Caro. The Transitory Food Service Unit must furnish all documents as outlined, and any other proofs, or documents requested by Chief of Police.

**Section 7. Indemnification**

A Transitory Food Service Unit permit holder, and private property owner, agrees to hold harmless and indemnify the City of Caro, its employees, or agents in all matters arising from the permitted application, and/or the operation of the Transitory Food Service Unit.

**Section 8. Insurance**

A Transitory Food Service Unit permit holder, operating on public property, must have no less than \$1,000,000.00 business liability insurance naming the City of Caro as an additional insured for approved dates of operation. Proof of business insurance must be submitted with permit application. Proof of insurance is due prior to the Transitory Food Service Unit permitted operation dates.

**Section 9. Impoundment**

Any equipment associated with a Transitory Food Service Unit that is not in compliance with this Ordinance and is left on public property may be impounded at the owner's sole expense.

**Section 10. Non-exclusivity:**

No provision in this chapter limits or intends to limit in any way the Transitory Food Service Unit, or its operator the right to offer or sell its products to the general public, other business entities, municipalities, or agencies before, during or after the operation permitted herein. The permit does not limit the City of Caro from freely engaging other persons, organizations, or businesses to provide the same or similar products or services at any time. Approval for a permit does not constitute approval or agreement to approve future applications.

**Section 11. Revocation, Suspension, or Refusal; Appeal**

Once a permit has been issued, the Zoning Administrator may, at any time, revoke or suspend a license for failure to comply with the provisions of this Ordinance or any rules or regulations promulgated by the City included, but not limited to one or more of the following reasons:

1. Failure to pay all required fees;
2. Fraud, misrepresentation or false statement contained in the application for a permit;
3. Fraud, misrepresentation or false statement made in the operation of a business;
4. Any violation amounting to a felony, or misdemeanor involving moral turpitude;
5. Conducting a business in an unlawful manner or in such manner as to constitute a breach of the peace or to constitute a nuisance per se to the health, safety or welfare of the public;
6. Failure to comply with an authorized requirement of any city official as it relates to the operation or business pertaining to the permit;
7. The failure of any applicant or permittee (including all employees, agents and representatives of the applicant or permittee) to meet and satisfy any provision of this Code or any other duly established rule or regulation of the city applicable to the business for which the permit has been requested or granted;
8. Failure to obtain any other required license or permit for the business from any federal, state or local agency or authority and lack of any evidence that such state license or permit has been obtained and proof that all fees pertaining thereto have been paid;
9. Failure to provide any information reasonably requested by the Zoning Administrator related to the application;
10. Failing to comply with this Ordinance.

The City must provide a permittee with reasonable notice and an opportunity to be heard before revoking or suspending a permit.

If a permit application is denied or a permit is revoked or suspended, the aggrieved party may appeal to the City Council in writing within ten days. If no appeal is timely filed, then the denial, revocation, or suspension is final.

**Section 12. Other Permits**

A permit obtained does not relieve any Transitory Food Service Unit of its responsibility for obtaining any other permit or license or authorization required by any other ordinance, statute, law or administrative rule promulgated by any entity with jurisdiction over the location or conduct considered within this Ordinance.

**Section 13. Validity and Severability**

Should any portion of this Ordinance be found invalid for any reason, such holding will not be construed as affecting the validity of the remaining portions of this Ordinance.

**Section 14. Repealer Clause**

Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 15. Violation**

A violation of this ordinance is a municipal civil infraction and, in addition, the City of Caro is entitled to enforce this ordinance by seeking injunctive relief or any other remedy allowed by law.

**Section 16. Effective Date**

This ordinance is effective 30 days after publication.

87253:00001:6297338-3



# CITY OF CARO

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SCOTT CZASAK  
CITY CLERK  
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JILL WHITE

**TO:** City Manager/ City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Banner Request – Tuscola Behavioral Health Systems  
**DATE:** January 16, 2024

---

## **Background:**

City of Caro has a Banner Policy. Only non-profit organizations will be authorized to hang banners within the city. The fee to hang a banner is \$150.00 per banner and must be paid prior to the banner being placed. We have received a Banner Request from Tuscola Behavioral Health Systems – Mental Health Month, May 1 – 16, 2024.

## **Option 1**

Motion to approve the Banner Request from Tuscola Behavioral Health Systems – Mental Health Month, May 1 – 16, 2024.

## **Option 2**

To deny the Banner Request.

## **Option 3**

To postpone this matter for further discussion.



# CITY OF CARO

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**TO:** City Manager/ City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Light Pole Usage Request – Tuscola Behavioral Health Systems  
**DATE:** January 16, 2024

---

## **Background:**

The city of Caro has allowed light pole usage within the downtown area for the placement of ribbons. The organization is responsible for the placement and the removal of the ribbons. We have received a Light Pole Usage Request from Tuscola Behavioral Health Systems – Mental Health Awareness Month, for the month of May 2024.

## **Option 1**

Motion to approve the Light Pole Usage Request from Tuscola Behavioral Health Systems – Mental Health Awareness Month, for the month of May 2024.

## **Option 2**

To deny the Banner Request.

## **Option 3**

To postpone this matter for further discussion.

# CITY OF CARO LIGHT POLE USAGE REQUEST

Date of request January 5, 2024  
Contact Person Susan R. Holder Phone 989.673.6191  
Email srrickwalt@tbhs.net  
Name of organization Tuscola Behavioral Health Systems  
Address of organization 323 N. State Street Caro MI  
Dates requested May 2024  
Purpose of message Place green ribbons on the light post for Mental Health Awareness

Is this message open to the public Yes  No

Any other information \_\_\_\_\_

Signature Susan R. Holder Date 1.5.2024

Director MKT Training  
Tuscola Behavioral Health Systems

CITY USAGE

Approved \_\_\_\_\_ Denied \_\_\_\_\_

City Council meeting date \_\_\_\_\_

Comments \_\_\_\_\_

# 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](http://www.carocity.net)

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

**TO:** City Manager/ City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Banner Request – Tuscola Behavioral Health Systems  
**DATE:** January 16, 2024

---

## **Background:**

City of Caro has a Banner Policy. Only non-profit organizations will be authorized to hang banners within the city. The fee to hang a banner is \$150.00 per banner and must be paid prior to the banner being placed. We have received a Banner Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, September 2 – 17, 2024.

## **Option 1**

Motion to approve the Banner Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, September 2 – 17, 2024.

## **Option 2**

To deny the Banner Request.

## **Option 3**

To postpone this matter for further discussion.



# CITY OF CARO

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DOREEN OEDY  
JILL WHITE

**TO:** City Manager/ City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Light Pole Usage Request – Tuscola Behavioral Health Systems  
**DATE:** January 16, 2024

---

## **Background:**

The city of Caro has allowed light pole usage within the downtown area for the placement of ribbons. The organization is responsible for the placement and the removal of the ribbons. We have received a Light Pole Usage Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, for the month of September 2024.

## **Option 1**

Motion to approve the Light Pole Usage Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, for the month of September 2024.

## **Option 2**

To deny the Banner Request.

## **Option 3**

To postpone this matter for further discussion.

# CITY OF CARO LIGHT POLE USAGE REQUEST

Date of request January 5, 2024

Contact Person Susan R. Holder Phone 989.673.6191

Email srrickwalt@tbhs.net

Name of organization Tuscola Behavioral Health Systems

Address of organization 323 N. State Street Caro

Dates requested September 2024

Purpose of message Place yellow and/or purple ribbons on the light posts for

Suicide Prevention Awareness and Recovery Month Awareness

Is this message open to the public Yes  No

Any other information \_\_\_\_\_

Signature *Susan R. Holder* Date 1.5.2024

*Tuscola Behavioral Health Systems*  
CITY USAGE

Approved \_\_\_\_\_ Denied \_\_\_\_\_

City Council meeting date \_\_\_\_\_

Comments \_\_\_\_\_



**RESOLUTION  
IN APPRECIATION FOR  
OUTSTANDING PUBLIC SERVICE BY STEVE ERICKSON**

**WHEREAS** Steve Erickson has served the Caro community for his entire working life, serving the Tuscola County Economic Development Corporation as Executive Director for 12 years; and

**WHEREAS** Steve Erickson has also served with the Village of Millington as Manager, Executive Assistant to Council & Zoning Administrator, Tuscola Land Bank Authority, Tuscola County Parks & Recreation Commission, MEDC Collaborative Development Council, East Central Regional Planning Commission, Caro Area District Library, Village of Cass City Trustee, St. Paul School Board, and has worked with local DDAs and EDCs; and

**WHEREAS** Steve Erickson dedicated numerous hours in distributing EPA Brownfield grants, assisting Dairy Farmers of America for development projects and grants, assisting Quality Roasting for an expansion project, and worked with Representative Phil Green and Senator Kevin Daley to secure a grant for a Walbro expansion project, and exhibited outstanding community spirit in his service, acting as an agent of change, while maintaining a demeanor that made working with him a pleasure; and

**WHEREAS** Steve Erickson has brought respect, honor, and integrity to Tuscola County by leading by example, exhibiting the highest level of ethics, and maintaining a superior moral character; and

**WHEREAS** Steve Erickson's unwavering commitment, willingness, and ability to understand and respond to the concerns of the people of Caro, has made a substantial contribution to the betterment of the City of Caro.

**THEREFORE, BE IT RESOLVED**, that the City of Caro Council hereby commend Steve Erickson for his time-honored legacy of dedication, enthusiasm and outstanding public service given to the Caro community and recognizes him for his decades of service and dedication.

Moved by: \_\_\_\_\_ Supported by: \_\_\_\_\_

Yes:  
No:  
Abstain:  
Absent:

\_\_\_\_\_  
Karen Snider  
Mayor – City of Caro

**ATTEST:**

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Caro at a regular meeting held on Tuesday, January 16, 2024, at 6:30 p.m. in the Council Chambers of the Caro Municipal Building, 317 S. State Street, Caro, Michigan.

\_\_\_\_\_  
Rita Papp – City Clerk

# CITY OF CARO

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CITY CLERK  
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CITY TREASURER  
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JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, January 10, 2024  
RE: Agenda Item – Caro Center Water Agreement

---

Members of the Caro City Council,

As you know, this Council previously reviewed the proposed Water Agreement with the Caro Center but instructed me to get further clarification on the \$500 per month fee being in the agreement. During the review process with the state, the Attorney General's office reviewed the document and made further changes, specifically to remove the indemnification provisions, allow for 45 days to pay invoices instead of 30 days, to add language about cancelation due to loss of appropriation, added Sections 8.12-8.15 as standard parts of State of Michigan contracts, clarification that rates will be per City Ordinance and cite the specific ordinance as opposed to speaking of the ordinance generally, adding the State Administrative Board as a body which has to approve the contract, and adding a map for clarification of what is subject to the agreement.

The City Attorney and I have reviewed this contract and offered changes and clarifications what have been accepted by the state and after much back and forth we have reached the revised agreement which you have for your review. Our City Attorney has approved it as to form.

Your options for motions are:

1. Motion to authorize the Mayor and City Clerk to sign the Caro Center Water Agreement as presented.
2. Motion to request the City Manager propose any requested changes to the state.
3. Postpone for further discussion.
4. Take no action.



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 5711 Cassards Road, SE, Suite 300  
 Grand Rapids, Michigan 49546  
 248.622.2100  
 www.tdsinc.com

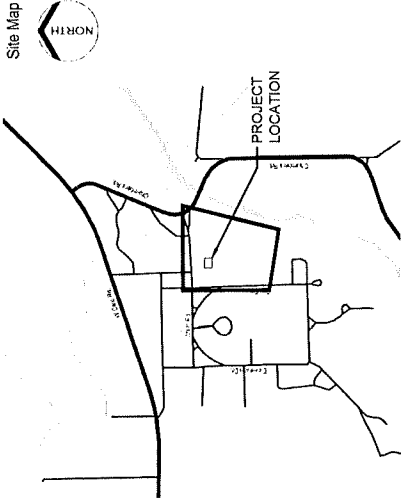
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 ANN ARBOR, MI 48103  
 734-665-3822  
 www.braed.com



Department of Technology  
 Management and Budget

**Caro Center - New State  
 Psychiatric Hospital**  
 2000 Chambers Road  
 Caro, Michigan 48723

Not Plan



Project Location Map

# Department of Technology, Management and Budget Caro Center - New State Psychiatric Hospital Watermain Construction

2000 Chambers Road  
 Caro, Michigan 48723

- LIST OF DRAWINGS
- COVER
  - 01/01 OVERALL LITERATURE PLAN
  - 01/01 SITE UTILITIES PLAN A
  - 01/01 SITE UTILITIES PLAN B
  - 01/01 WATERMAIN PLAN PROFILES
  - 01/01 WATERMAIN PLAN PROFILES
  - 01/01 WATERMAIN PLAN PROFILES
  - 01/01 WATERMAIN PLAN PROFILES
  - 01/01 WATERMAIN PLAN PROFILES
  - 01/01 UTILITY DETAILS

RECORD DRAWINGS 09.30.2022

Project Administrator	Project Designer	Project Engineer	Project Inspector	Project Engineer	Author	Appraiser	Age	Drawn Scale	Issue Date	Issue Order
									2020/07/01	2022/06/28
RESUBMIT DRAWINGS										
Issued for										
DATE REISSUED										
REVISIONS										
DATE REISSUED										
ISSUE DATE										
ISSUE ORDER										
ISSUE SCALE										
ISSUE DESCRIPTION										

**B R O**  
**Beckett & Raeder**  
 Landscape Architecture  
 Environmental Services  
 550 W. WASHINGTON  
 ANN ARBOR, MI 48103  
 734-665-3822

Project Number: 18000-1000  
 Drawing Number: 18102-1000

PROJECT LOCATION: 2000 CHAMBERS ROAD, CARO, MI 48723







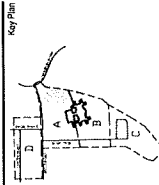












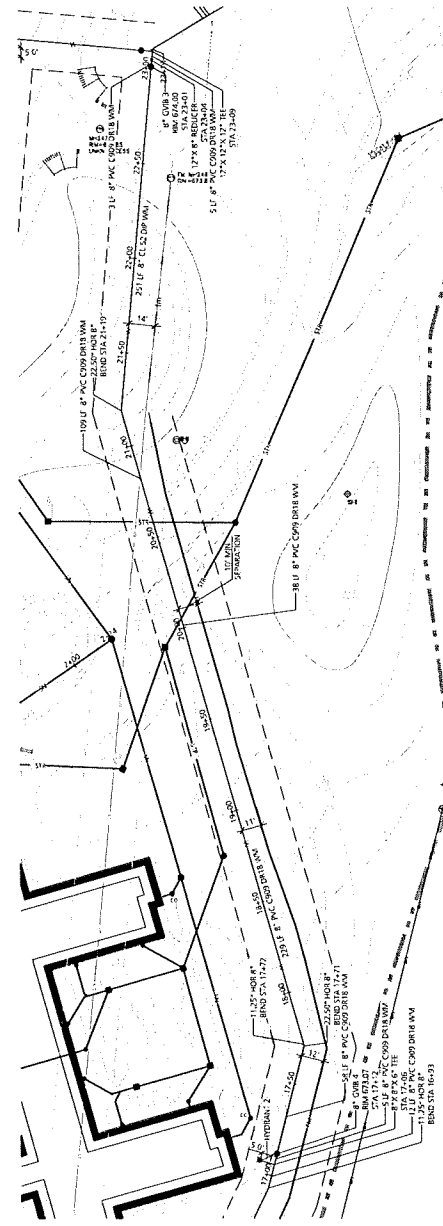
Project Name	Caro Center - New State Psychiatric Hospital
Project Location	2000 Chambers Road, Caro, Michigan 48723
Project Number	18000-1000
Drawn By	AS
Checked By	AS
Scale	AS
Date	09/30/2022
Issue	RECORD DRAWINGS
Revision	0
Author	AS
Checker	AS
Approver	AS
Discipline	Watermain
Sheet No.	01
Total Sheets	01
Project Manager	AS
Client	DTMB
Contract No.	18000-1000
Contract Date	09/30/2022
Contract Value	0
Contract Status	AS
Contract Description	AS
Contract Location	AS
Contract Agency	AS
Contract Contact	AS
Contract Phone	AS
Contract Email	AS
Contract Website	AS
Contract Address	AS
Contract City	AS
Contract State	AS
Contract Zip	AS
Contract Country	AS
Contract Currency	AS
Contract Language	AS
Contract Units	AS
Contract System	AS
Contract Version	AS
Contract Revision	AS
Contract Change	AS
Contract Approval	AS
Contract Signature	AS
Contract Stamp	AS
Contract Seal	AS
Contract License	AS
Contract Registration	AS
Contract Expiration	AS
Contract Renewal	AS
Contract Termination	AS
Contract Cancellation	AS
Contract Amendment	AS
Contract Addendum	AS
Contract Supplement	AS
Contract Schedule	AS
Contract Program	AS
Contract Policy	AS
Contract Procedure	AS
Contract Practice	AS
Contract Principle	AS
Contract Priority	AS
Contract Purpose	AS
Contract Power	AS
Contract Privilege	AS
Contract Property	AS
Contract Profit	AS
Contract Product	AS
Contract Production	AS
Contract Process	AS
Contract Procedure	AS
Contract Practice	AS
Contract Principle	AS
Contract Priority	AS
Contract Purpose	AS
Contract Power	AS
Contract Privilege	AS
Contract Property	AS
Contract Profit	AS
Contract Product	AS
Contract Production	AS
Contract Process	AS
Contract Practice	AS
Contract Principle	AS
Contract Priority	AS
Contract Purpose	AS
Contract Power	AS
Contract Privilege	AS
Contract Property	AS
Contract Profit	AS
Contract Product	AS
Contract Production	AS </tr

WATERMAIN (PUBLIC)  
 PLAN & PROFILES

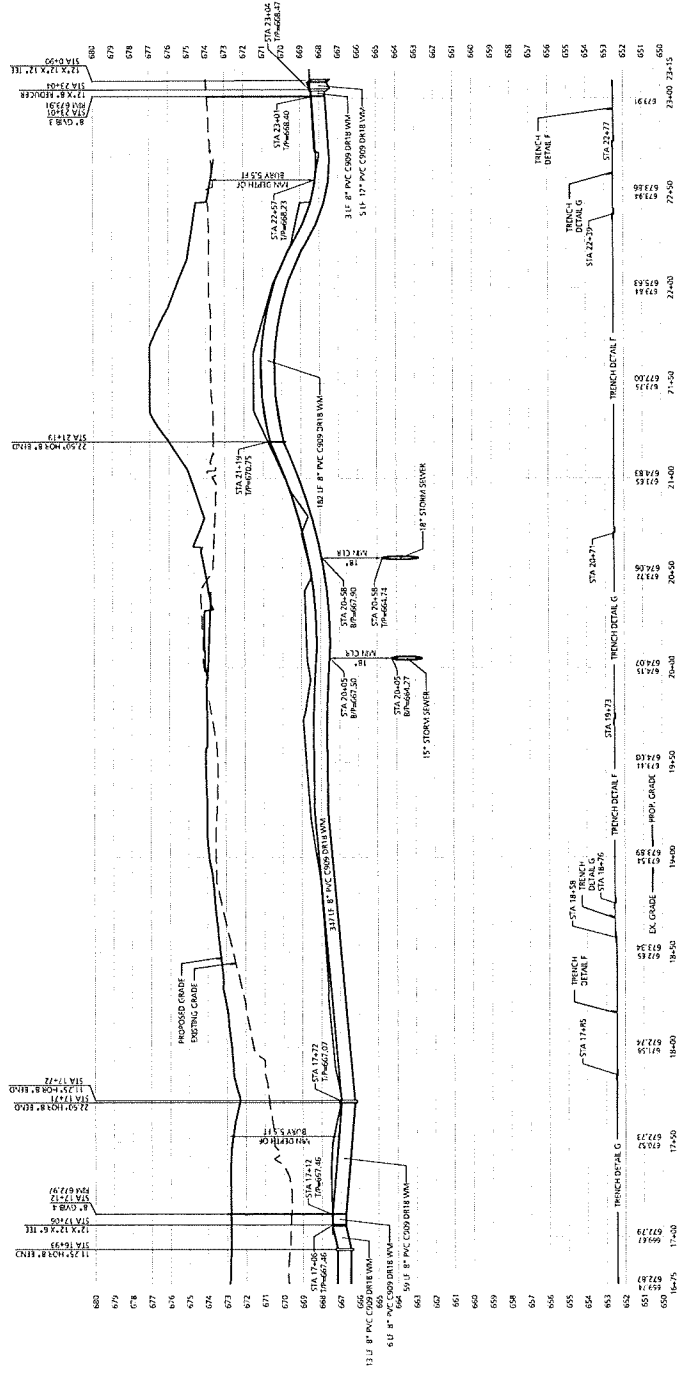
Beckett & Raeder

18000-1000  
 Drawing Number  
 C6.24

RECORD DRAWINGS 09.30.2022



1 WATERMAIN LOOP PLAN STA 16+75 TO 23+09  
 SCALE: 1" = 30'



2 WATERMAIN LOOP PROFILE STA 16+75 TO 23+09  
 SCALE: HORIZONTAL: 1" = 30' VERTICAL: 1" = 2'



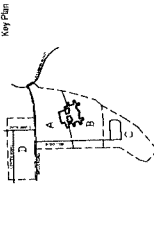


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**DTMB**  
 Department of Technology,  
 Management & Budget  
**Caro Center - New State  
 Psychiatric Hospital**  
 2000 Chambers Road  
 Caro, Michigan 48723



Project Administrator	
Project Designer	
Project Engineer	
Project Manager	
Author	
Checker	
Scale	
App	
Drawn/Checked	
Issue Date	2/20/22
Issue For	DRW EBUS-ADDENDUM 01
Issue No.	20220810

UTILITY DETAILS  
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 B R O  
**Beckett & Raeder**  
 Landscape Architect & Engineer  
 Environmental Services  
 18000-1000 **C6.70**

RECORD DRAWINGS 09.30.2022

<p>STANDARD DETAILS PREPARED BY  <b>ROWE PROFESSIONAL SERVICES COMPANY</b>          128 N. Superior St., Detroit, MI 48224          Phone: (313) 486-4111</p>		<p><b>CITY OF CARO</b>          ENGINEERING DESIGN STANDARDS          WATER MAIN DETAIL SHEET</p>		<p>SH# 1 of 1</p>	
<p><b>GENERAL WATER MAIN NOTES</b></p> <p>1. ALL WATER MAINS SHALL BE INSTALLED AT A MINIMUM 48" DEPTH TO THE TOP OF THE MAIN.</p> <p>2. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>3. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>4. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>5. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>6. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>7. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>8. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>9. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p> <p>10. ALL WATER MAINS SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" TO THE TOP OF THE MAIN.</p>		<p><b>HYDROSTATIC PRESSURE TESTING</b></p> <p>1. ALL WATER MAINS SHALL BE TESTED TO 150% OF THE DESIGN PRESSURE FOR A MINIMUM OF 2 HOURS.</p> <p>2. ALL WATER MAINS SHALL BE TESTED TO 150% OF THE DESIGN PRESSURE FOR A MINIMUM OF 2 HOURS.</p> <p>3. ALL WATER MAINS SHALL BE TESTED TO 150% OF THE DESIGN PRESSURE FOR A MINIMUM OF 2 HOURS.</p> <p>4. ALL WATER MAINS SHALL BE TESTED TO 150% OF THE DESIGN PRESSURE FOR A MINIMUM OF 2 HOURS.</p> <p>5. ALL WATER MAINS SHALL BE TESTED TO 150% OF THE DESIGN PRESSURE FOR A MINIMUM OF 2 HOURS.</p>		<p><b>DISINFECTION</b></p> <p>1. ALL WATER MAINS SHALL BE DISINFECTED WITH A MINIMUM OF 50 MG/L OF FREE CHLORINE FOR A MINIMUM OF 24 HOURS.</p> <p>2. ALL WATER MAINS SHALL BE DISINFECTED WITH A MINIMUM OF 50 MG/L OF FREE CHLORINE FOR A MINIMUM OF 24 HOURS.</p> <p>3. ALL WATER MAINS SHALL BE DISINFECTED WITH A MINIMUM OF 50 MG/L OF FREE CHLORINE FOR A MINIMUM OF 24 HOURS.</p>	
<p><del>WATER SERVICE LEAD DETAIL</del></p>		<p>WATER SERVICE LEAD DETAIL</p>		<p>PIPE BEDDING DETAIL</p>	
<p>ISOLATION DETAIL</p>		<p>WATER MAIN BURY AT DITCH OR STREAM</p>		<p>LOCATION OF THRUST BLOCK RESTRAINT</p>	
<p><del>GATE VALVE &amp; WELL</del></p>		<p>GATE VALVE &amp; WELL</p>		<p>FIRE HYDRANT DETAIL</p>	

**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, depicted on the Map attached as **Exhibit A**.

“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 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 the 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 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 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 a reasonable time after 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. The State shall pay all costs of repairs to the Secondary Water Supply.

**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.** Prior to commencing Improvements, the City shall provide all costs including supporting documentation for approval by the State. State shall reimburse the City for all approved 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 forty-five (45) 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 forty-five (45) days required herein, it shall pay all properly supported Costs of the Improvements contained in that invoice within the requisite 45 day period and shall pay all remaining Costs of the Improvements within forty-five (45) 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 Sections 38-168 through 38-186, Article III of Chapter 38 of the City's Code of Ordinances, as amended from time to time by the City.

### **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 \$500 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 forty-five (45) 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, and Default**

**Section 4.1 Effective Date.** This Agreement shall not be binding or effective on either party until approval and execution by the City, the State and the State Administrative Board. The date on which the last of the foregoing approvals is obtained shall be the Effective Date.

**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 Contract may be renewed for up to three additional ten-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

**Section 4.3 Termination for Convenience.** The State may immediately terminate this Agreement in whole or in part, without an early termination fee in the event of appropriation or budget shortfalls. In all other instances, 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 this Agreement on 30 days' written notice if the State violates this Agreement or Chapter 38 of the City's Code of Ordinances.

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 Liability and Damages**

**Section 5.1 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.

## **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.** Upon reasonable notice, 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,

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

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.

## **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 Water Main, Provision of Water Supply Services, and  
Maintenance of a Secondary Water Supply

**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. 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 States 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: State of Michigan, DTMB, State Facilities Administration  
Attention: Senior Deputy Director  
3111 W. St. Joseph Street  
Lansing, MI 48917

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

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

**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.

**Section 8.12 Non-Discrimination Clause.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq. The City and its subcontractors agree not to discriminate against an 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 race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement.

**Section 8.13 Unfair Labor Practice.** Under MCL 423.324, the State may void any contract or agreement with the City or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.



**Section 8.14** The City represents that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

**Section 8.15 Right of Audit.** Pursuant to MCL 18.1470, the State or its designee may audit the City to verify compliance with this Agreement. The City must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for four (4) years after the latter of termination, expiration, or final payment under this Agreement or any extension (“Financial Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the City must retain the records until all issues are resolved.

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:

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87253:00001:200138026-3

# 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](http://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, January 10, 2024  
RE: Agenda Item – Caro Center Sewer Agreement

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Members of the Caro City Council,

As you know, this Council previously reviewed and agreed to the proposed Sewer Agreement with the Caro Center. When I requested the State to sign the agreement, they sent the document to the Attorney General's office for review. As part of that review, additional changes were made, specifically to remove the indemnification provisions, allow for 45 days to pay invoices instead of 30 days, to add language about cancelation due to loss of appropriation, added Sections 8.12-8.15 as standard parts of State of Michigan contracts, clarification that rates will be per City Ordinance and cite the specific ordinance as opposed to speaking of the ordinance generally, adding the State Administrative Board as a body which has to approve the contract, and adding a map for clarification of what is subject to the agreement.

The City Attorney and I have reviewed this contract and offered changes and clarifications what have been accepted by the state and after much back and forth we have reached the revised agreement which you have for your review. Our City Attorney has approved it as to form.

Your options for motions are:

1. Motion to authorize the Mayor and City Clerk to sign the Caro Center Sewer Agreement as presented.
2. Motion to request the City Manager propose any requested changes to the state.
3. Postpone for further discussion.
4. Take no action.



**INTERIOR ARCHITECT**  
 PROJECT ARCHITECT  
 1441 West 17th Street, Suite 202  
 Denver, Colorado 80202  
 303.733.8800  
 www.tdsinc.com

**EXTENSIVE ARCHITECT**  
 PROJECT ARCHITECT  
 1441 West 17th Street, Suite 202  
 Denver, Colorado 80202  
 303.733.8800  
 www.tdsinc.com

**STRUCTURAL ENGINEER**  
 PROJECT ARCHITECT  
 1441 West 17th Street, Suite 202  
 Denver, Colorado 80202  
 303.733.8800  
 www.tdsinc.com

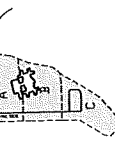
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**Beckett & Raeder**  
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 www.beckett-raeder.com

Department of Technology,  
 Management and Budget  
**Caro Center - New State  
 Psychiatric Hospital**  
 2000 Champa Avenue, Suite 100  
 Denver, Colorado 80202  
 303.733.8800

Project No.  
 18000-1000

Record Drawings 09.30.2022

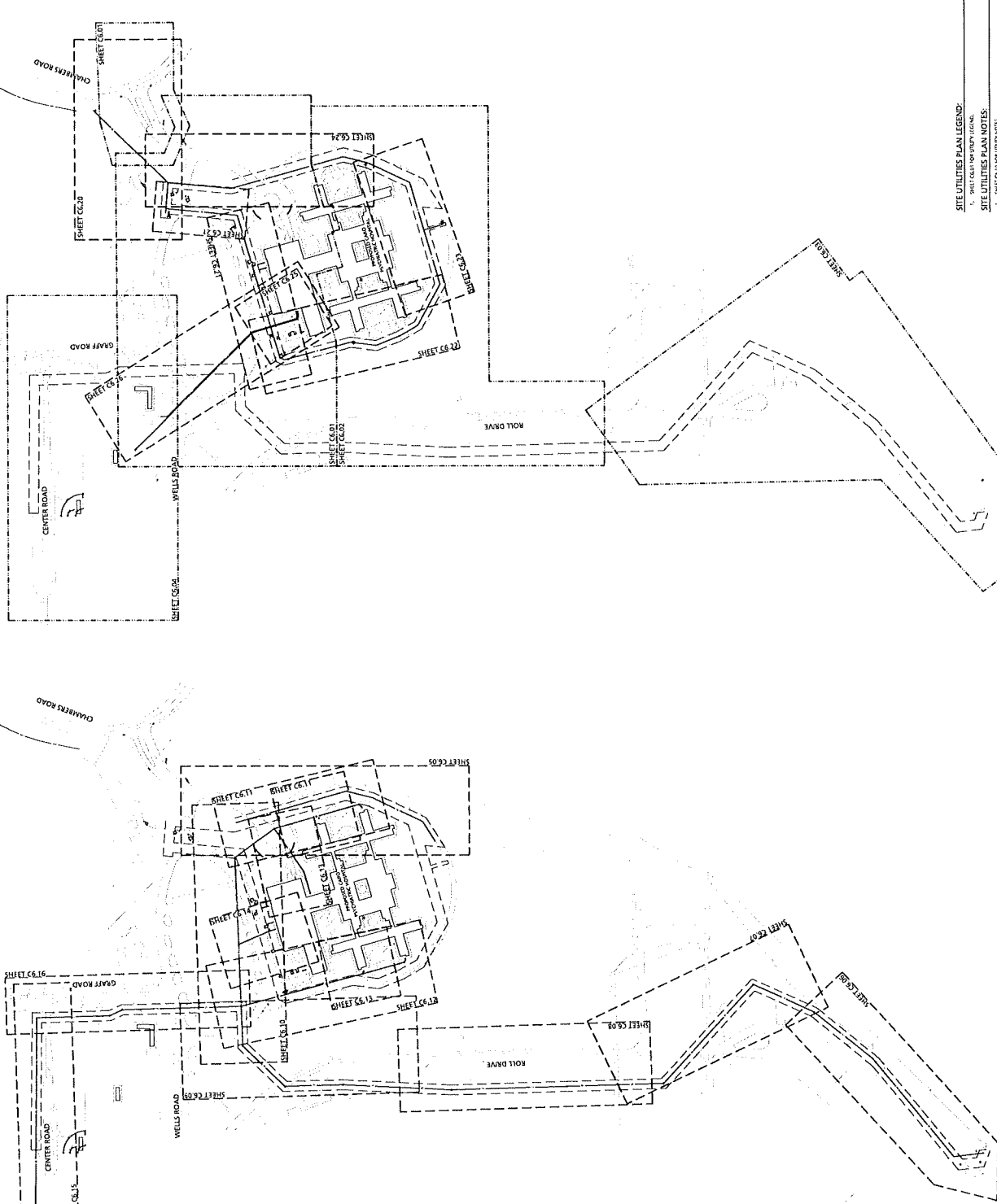


Checked By	Date
Check Engineer	2/25/2022
Check Architect	2/25/2022
Check Structural	2/25/2022
Check Landscape	2/25/2022
Check Civil	2/25/2022
Check Interior	2/25/2022
Check MEP	2/25/2022
Check Other	2/25/2022

Overall Site Utilities Plan

Project Number: 18000-1000  
 Drawing Title: C6.00

Scale: 1" = 100'-0"



**SITE UTILITIES PLAN LEGEND:**  
 1. SANITARY SEWER  
 2. WATERMAIN

**SITE UTILITIES PLAN NOTES:**  
 1. SEE SHEET C6.01 FOR SANITARY SEWER  
 2. SEE SHEET C6.02 FOR WATERMAIN



1. SANITARY SEWER & FORCEMAIN LOCATION MAP  
 2. WATERMAIN LOCATION MAP



1. SANITARY SEWER & FORCEMAIN LOCATION MAP  
 2. WATERMAIN LOCATION MAP









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www.tdsinc.com

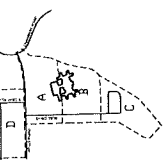
**EXTERIOR ARCHITECT**  
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Dallas, Texas 75240  
www.tdsinc.com

**STRUCTURAL ENGINEER**  
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Dallas, Texas 75240  
www.tdsinc.com

**LANDSCAPE ARCHITECT & CIVIL ENGINEER**  
ARCHITECT  
1441 West Loop, Suite 400  
Dallas, Texas 75240  
www.tdsinc.com

Department of Technology,  
Management and Budget  
**Caro Center - New State  
Psychiatric Hospital**  
1441 West Loop, Suite 400  
Dallas, Texas 75240  
www.tdsinc.com

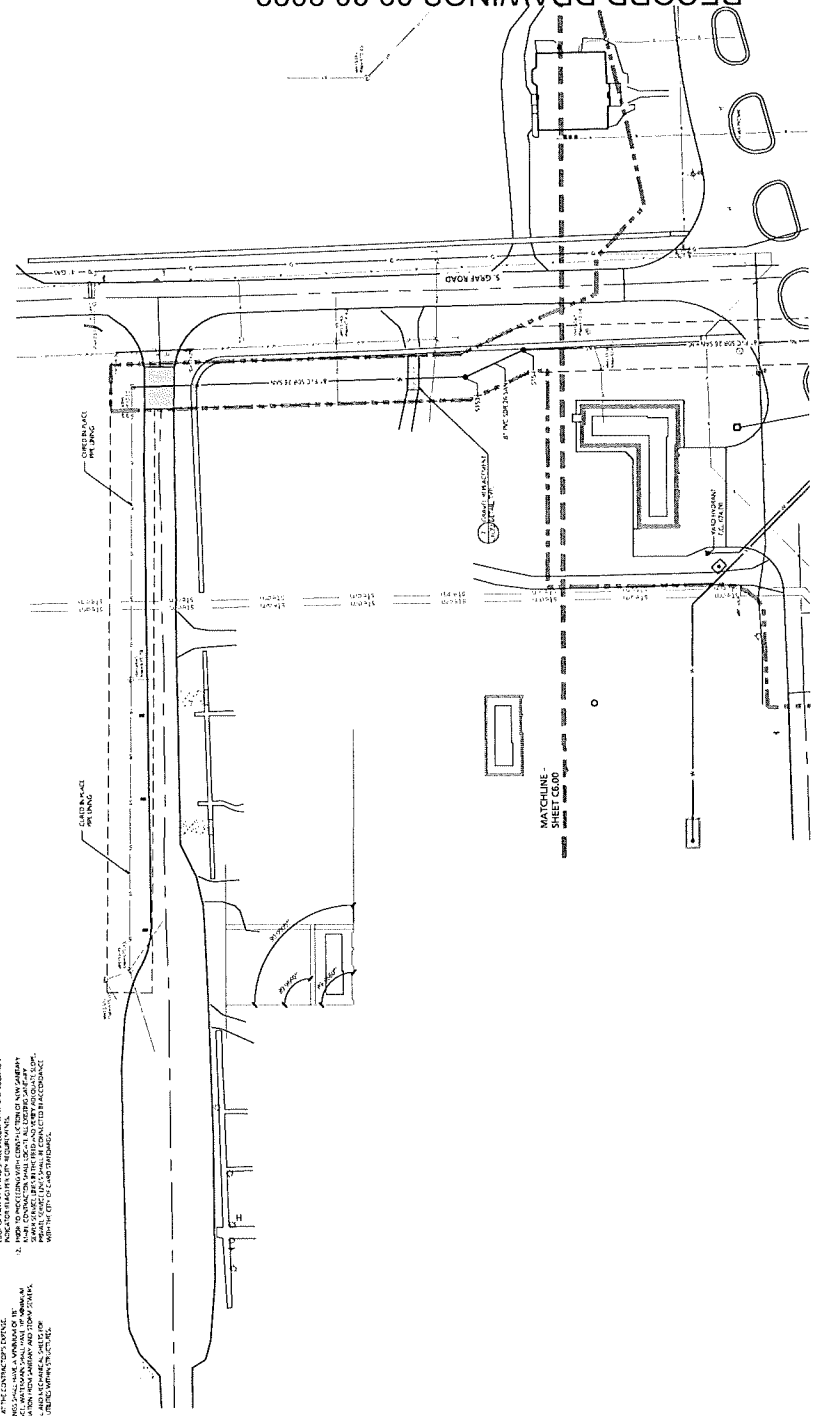
RECORD DRAWINGS 09.30.2022



Number	Revision	Date
1	ISSUED FOR PERMIT	09/30/2022
2	ISSUED FOR PERMIT	09/30/2022
3	ISSUED FOR PERMIT	09/30/2022
4	ISSUED FOR PERMIT	09/30/2022
5	ISSUED FOR PERMIT	09/30/2022
6	ISSUED FOR PERMIT	09/30/2022
7	ISSUED FOR PERMIT	09/30/2022
8	ISSUED FOR PERMIT	09/30/2022
9	ISSUED FOR PERMIT	09/30/2022
10	ISSUED FOR PERMIT	09/30/2022

SITE UTILITIES PLAN D

Project Number: 180000-1000  
Drawing Number: C6.04



**SITE UTILITIES PLAN LEGEND**

--- (dashed line)	PROPOSED WATER MAIN
--- (dashed line)	PROPOSED SANITARY SEWER
--- (dashed line)	PROPOSED GAS MAIN
--- (dashed line)	PROPOSED ELECTRIC MAIN
--- (dashed line)	PROPOSED FIBER OPTIC
--- (dashed line)	PROPOSED TELEPHONE
--- (dashed line)	PROPOSED CABLE TV
--- (dashed line)	PROPOSED RAINWATER
--- (dashed line)	PROPOSED SWAMPY FLOODPLAIN
--- (dashed line)	PROPOSED SWAMPY AREA
--- (dashed line)	PROPOSED SWAMPY LINE
--- (dashed line)	PROPOSED SWAMPY POINT
--- (dashed line)	PROPOSED SWAMPY AREA
--- (dashed line)	PROPOSED SWAMPY LINE
--- (dashed line)	PROPOSED SWAMPY POINT
--- (dashed line)	PROPOSED SWAMPY AREA

- SITE UTILITIES NOTES**
- PROPOSED WATER MAIN, SANITARY SEWER, GAS MAIN, AND ELECTRIC MAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED FIBER OPTIC SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED TELEPHONE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED CABLE TV SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED RAINWATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY FLOODPLAIN SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY AREA SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY LINE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY POINT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY AREA SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY LINE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY POINT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY AREA SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY LINE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.
  - PROPOSED SWAMPY POINT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION.









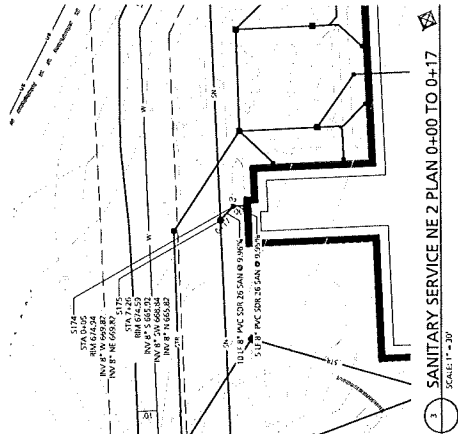




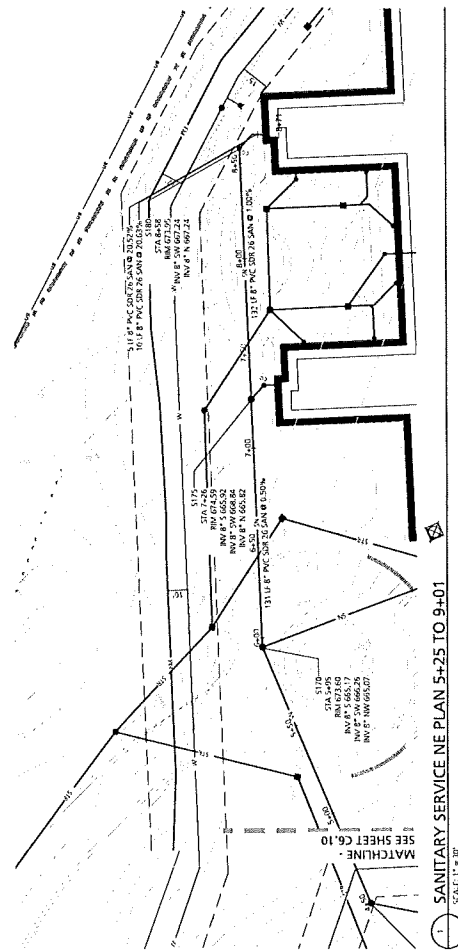


RECORD DRAWINGS 09.30.2022

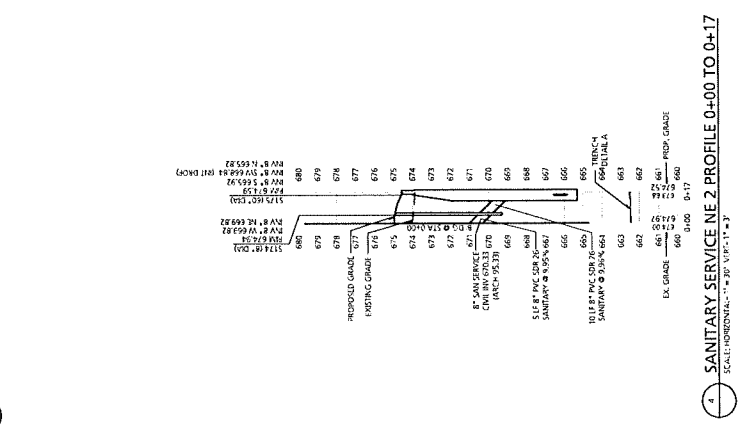
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 Drawing Number: C6.11



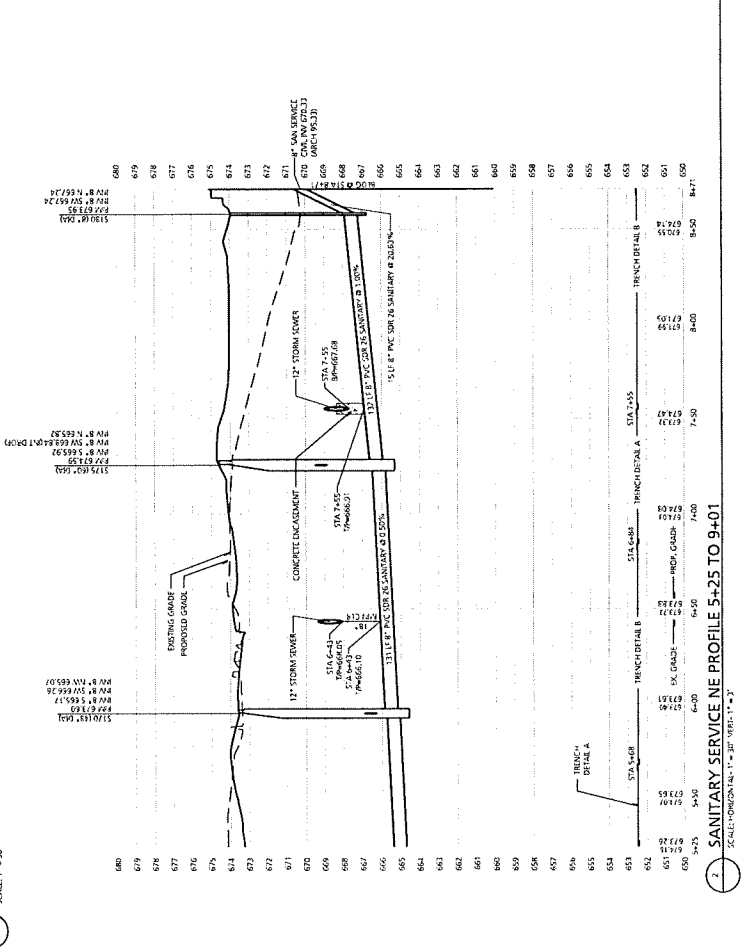
2 SANITARY SERVICE NE 2 PLAN 0+00 TO 0+17  
 SCALE 1" = 20'



3 SANITARY SERVICE NE 2 PLAN 5+25 TO 9+01  
 SCALE 1" = 20'

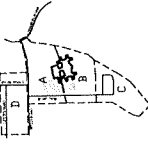


4 SANITARY SERVICE NE 2 PROFILE 0+00 TO 0+17  
 SCALE 1" HORIZONTAL = 20', 1" VERTICAL = 2'



5 SANITARY SERVICE NE 2 PROFILE 5+25 TO 9+01  
 SCALE 1" HORIZONTAL = 20', 1" VERTICAL = 2'





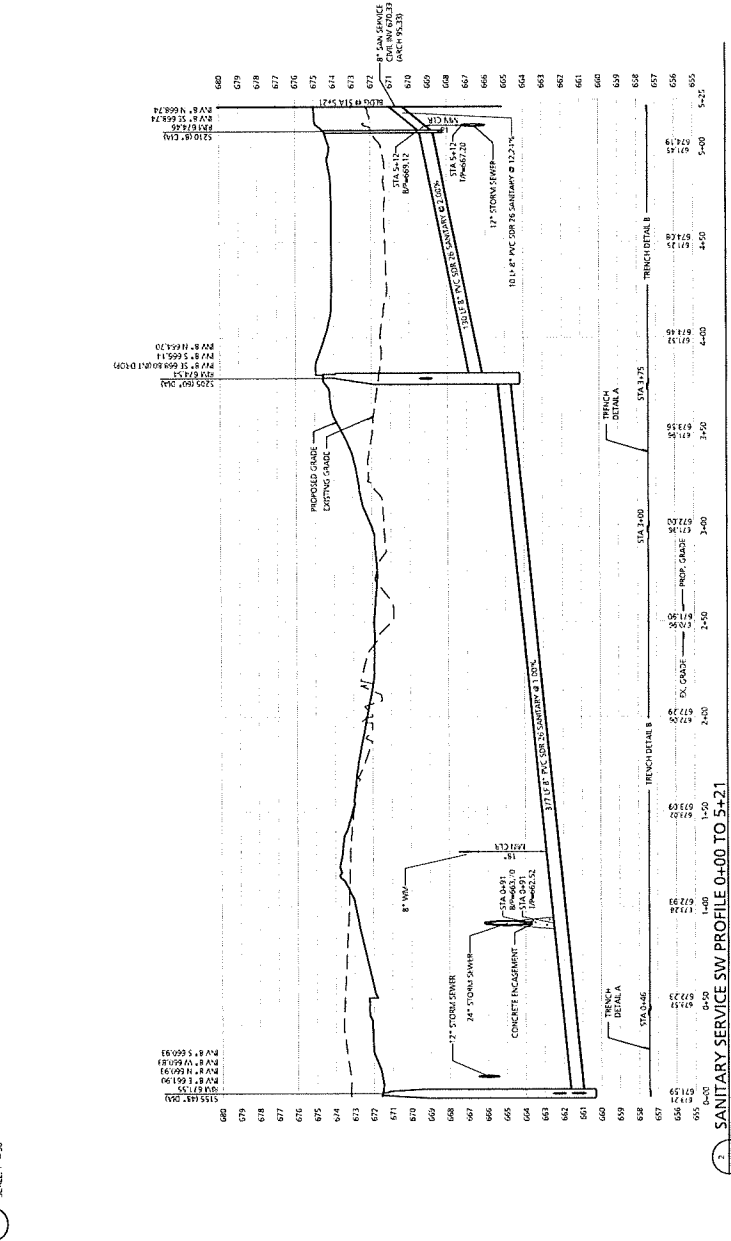
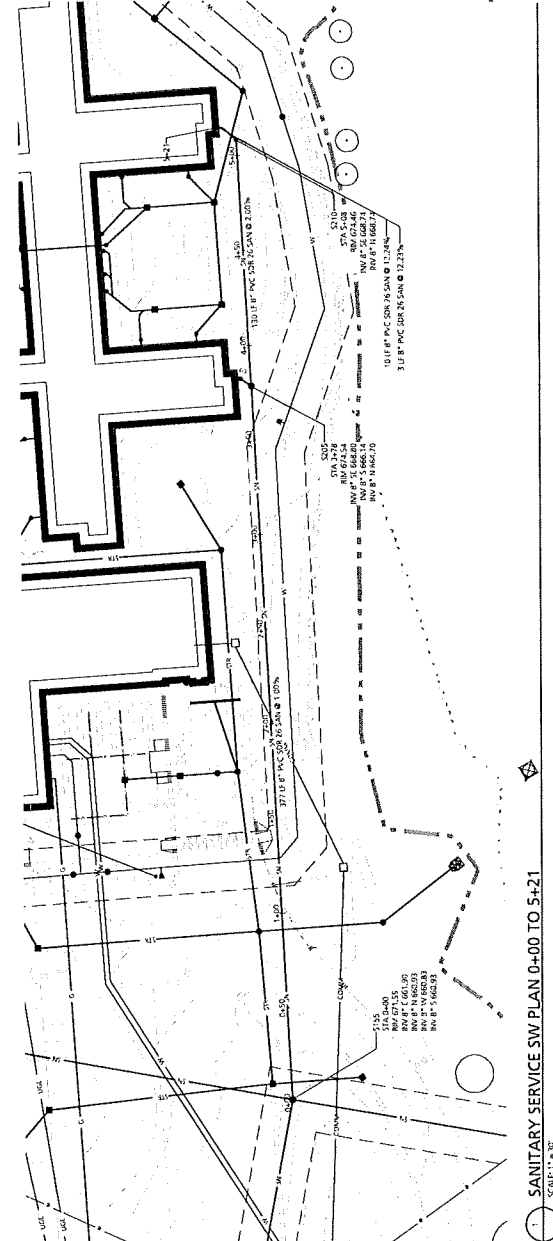
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Project Name	Caro Center - New State Psychiatric Hospital
Project Location	2000 Chambers Road, Caro, MI 48725
Project Architect	IIDS
Project Engineer	BTMB
Project Designer	BTMB
Project Checker	BTMB
Project Approver	BTMB
Project Date	09/30/2022
Project Status	RECORD DRAWINGS
Project Scale	AS SHOWN
Project Notes	SEE DRAWING 18000-1000-01 FOR SANITARY SERVICE SW PROFILE
Project Revision	01
Project Description	Sanitary Service SW Profile
Project Drawing No.	18000-1000-01
Project Drawing Title	Sanitary Service SW Profile

**RECORD DRAWINGS 09.30.2022**

**SANITARY SERVICE (PRIVATE)  
 PLAN & PROFILES**

**Beckett & Raeder**

18000-1000  
 Drawing Number  
 18000-1000  
 C6.12





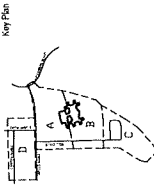




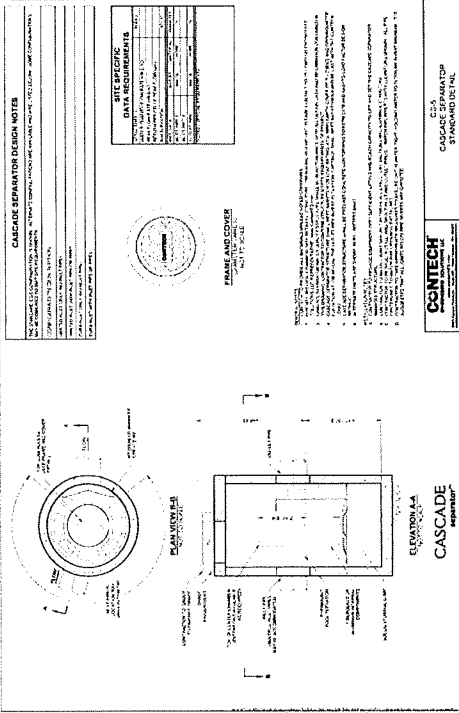




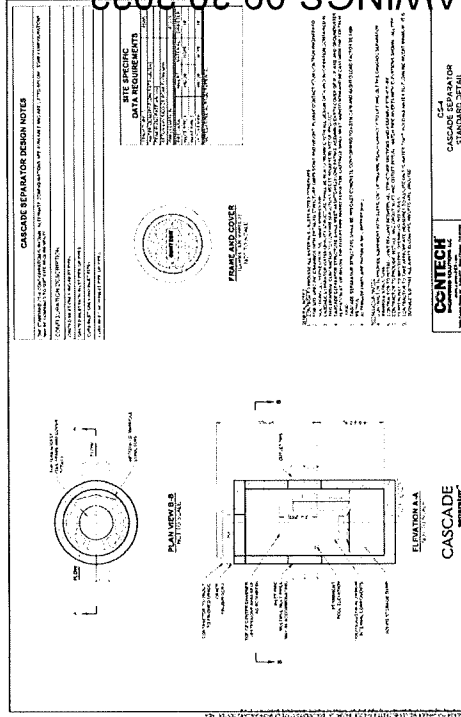




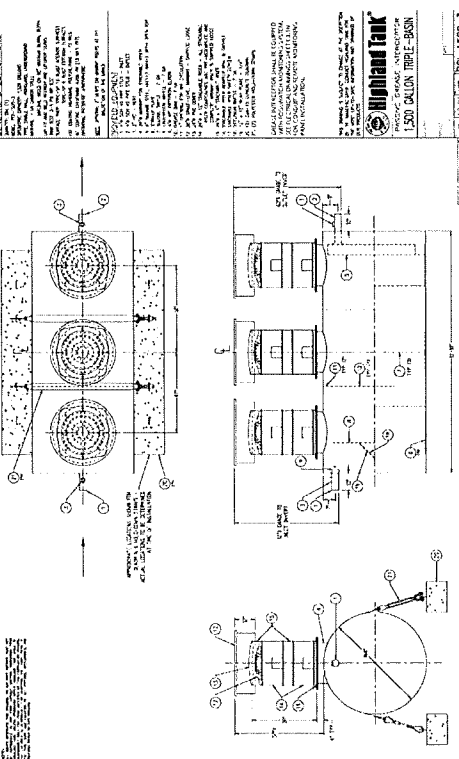
Project Information	Project Name	Project Number	Project Date
Client Information	Client Name	Client Address	Client Phone
Design Information	Design Code	Design Date	Design Scale
Approval Information	Author	Checker	Approver
Revision History	Revision Number	Revision Description	Revision Date
Record Information	Record Number	Record Date	Record Scale



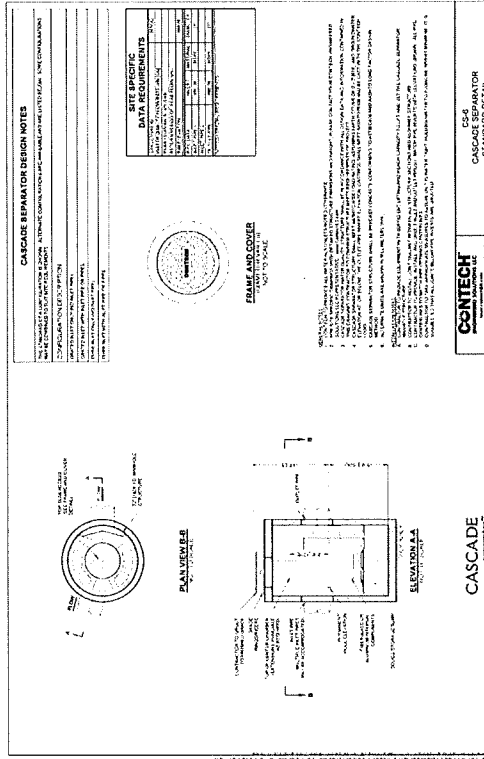
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 NO SCALE



4 WQJ R665  
 NO SCALE



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3 WQJ R560  
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RECORD DRAWINGS 09.30.2022



## **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, as depicted on the map attached as **Exhibit A**. 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**

**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

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

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 Sec. 38-59, Article II of Chapter 38 of the City's Code of Ordinances, as amended from time to time by the City.

**Article IV  
Term and Termination**

**Section 4.1 Effective Date.** This Agreement shall not be binding or effective on either party until approval and execution by the City, the State and the State Administrative Board. The date on which the last of the foregoing approvals is obtained shall be the Effective Date.

**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 Contract may be renewed for up to three additional ten-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

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

**Section 4.3 Termination for Convenience.** The State may immediately terminate this Agreement in whole or in part, without an early termination fee in the event of appropriation or budget shortfalls. In all other instances, 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 this Agreement on 30 days' written notice if the State violates this Agreement or Chapter 38 of the City's Code of Ordinances.

## **Article V Liability, Damages and Insurance**

**Section 5.1 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.

## **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.** Upon reasonable notice, 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 City shall process and issue any permit(s) required under any applicable law necessary for the State to design and construct the Improved Facilities *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.

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

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 States 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:                State of Michigan, DTMB, State Facilities Administration  
   Attention: Senior Deputy Director  
   3111 W. St. Joseph Street  
   Lansing, MI 48917

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

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

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.

**Section 8.12 Non-Discrimination Clause.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq. The City and its subcontractors agree not to discriminate against an 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 race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Agreement.

**Section 8.13 Unfair Labor Practice.** Under MCL 423.324, the State may void any contract or agreement with the City or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

**Section 8.14** The City represents that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

**Section 8.15 Right of Audit.** Pursuant to MCL 18.1470, the State or its designee may audit the City to verify compliance with this Agreement. The City must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for four (4) years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Financial Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the City must retain the records until all issues are resolved.

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:

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# CITY OF CARO

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

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

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

TO: City Council  
 City Manager – Scott Czasak  
 FROM: Michele Perry, Treasurer  
 SUBJECT: Investment Change #/  
 DATE: January 9, 2024

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The City of Caro has the following investments maturing as noted below:

Financial Institute	Current Term	Interest Rate	Current Balance	Maturity Date	Plan of Action at Renewal Date
Northstar Bank	1 year	3.25%	292,400.13	1/18/2024	Reinvest in Northstar Bank in a CDARS account at the best rate and terms for the week of January 22, 2024.

The CDARS account at Northstar Bank matures on 1/18/24. With the maturity date being next week and with the rates being volatile right now I am not able to make a recommendation today that will be good for next week.

**Action:**

Option 1: Approve City Treasurer to reinvest the CDARS maturing at Northstar Bank into another CDARS account on January 22, 2024 at Northstar Bank at the best interest rate and terms based on the City Treasurer’s professional opinion.

Option 2: Choose a different investment tool.

Option 3: Deny action of the above CDARS.

# CITY OF CARO

MANAGER  
 SCOTT R. CZASAK  
 CLERK  
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 JILL WHITE  
 PAM ISELER

TO: City Council  
 City Manager – Scott Czasak  
 FROM: Michele Perry, Treasurer  
 SUBJECT: Investment Change #2  
 DATE: January 9, 2024

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The City of Caro has the following investments maturing as noted below:

Financial Institute	Current Term	Interest Rate	Current Balance	Maturity Date	Plan of Action at Renewal Date
LPL Financial		4.40%	250,000.00	1/10/2024	Close the CD at LPL and transfer the funds to Independent Bank at the best rate and terms for the week January 15, 2024.

The CD at LP Financial matured on 1/10/24. With the maturity date being last week the funds are in the cash and cash equivalents account in the LPL Financial account now. With the rates being volatile right now I am not able to make a recommendation today that will be good for next week.

**Action:**

Option 1: Approve City Treasurer to move the funds from the LPL Financial account to Independent Bank and open a CD the week of January 15, 2024, at the best interest rate and terms based on the City Treasurer’s professional opinion.

Option 2: Approve City Treasurer to move the funds from the LPL Financial account to Independent Bank and open a CDARS account the week of January 22, 2024 at the best interest rate and terms based on the City Treasurer’s professional opinion.

Option 3: Choose a different investment tool.

Option 4: Deny action of the above CD.

# CITY OF CARO

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SCOTT R CZASAK  
CITY CLERK  
RITA PAPP  
CITY TREASURER  
MICHELE PERRY  
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CHARLOTTE KISH  
DOREEN OEDY  
JILL WHITE

**TO:** City Council  
**FROM:** Karen Snider - Mayor  
**SUBJECT:** Mayor's Report  
**DATE:** January 16, 2024

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The City Manager, City Clerk and I prepared the Council agenda on January 11, 2024, for the January 16, 2024, council meeting.

There was not a Rotary meeting on December 25th or January 1st due to the holidays. I was not able to attend on January 8th due to a family commitment.

I attended the Planning Commission meeting on January 9, 2024. They held their election of officers and presented the 2023 Annual Report. The main item of discussion was the marihuana ordinances.

I also attended the Downtown Development Authority (DDA) Informational Meeting on January 10th. The DDA Executive Director, Lauren Amellal gave a very informative presentation regarding not only what was completed in the past year but also the goals and direction of the authority including projects to be undertaken in this year. This meeting was adjourned and the DDA regular meeting took place.

Mayor Karen Snider

# CITY OF CARO

CITY MANAGER  
SCOTT R. CZASAK  
CITY CLERK  
RITA PAPP  
CITY TREASURER  
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DOREEN OEDY  
JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, January 10, 2024  
RE: City Manager's Report

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Members of the Caro City Council,

The New Year is upon us, and, on a note of personal privilege, it is off to a great start with a great big Michigan victory in the College Football National Championship, and I am hitting the ground running almost as hard as the Michigan defense did in the title game!

Coming back from the holidays I got right into projects by having pre-bid meetings for both the sand volleyball pit and City Hall rear wall bracing projects. We have had a good response to both of these projects and the feedback has been due to the increased visibility of our projects by using BidNet. Both of these projects have bids due on January 30 so look for recommendations for contractors at the first meeting in February.

Also on the horizon, we will be looking to bid for the Gas Detection System which was budgeted for this year for the Wastewater Treatment Plant, this will greatly increase both the safety for our operators and allow for early detection of problems so they can be treated earlier.

In addition to the meetings described above, and my usual Rotary attendance and meetings with residents and businesses here in Caro I have a meeting scheduled with ReAnna to go over the City's expectations from the MSU Extension partnership, I attended the Planning Commission and DDA meeting, and am scheduled to attend the Caro Chamber Board meeting and the Coffee and Chat get together.

I hope everyone enjoys the winter weather and stays safe while enjoying a Pure Michigan winter here in Caro!

# CITY OF CARO

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JILL WHITE

**TO:** City Council/City Manager  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Clerk’s Report  
**DATE:** January 16, 2024

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- 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.
- The clerk’s office is continuing to work on preparation for the February 27, 2024, Presidential Primary Election. All mailings have taken place. (Ballot Selection Form & Absentee Voter Application)
- I have posted on our Facebook page as well as the website voter information regarding the new voting processes and the changes due to Proposal 22-2.
- Received resignation letter via email from Rocco Borg, Parks & Recreation Committee. The vacancy has been posted. Taking applications until filled.
- Tuscola County Clerks Association meeting is scheduled for January 18, 2024.
- Election Commission Meeting is scheduled for January 19, 2024.
- Registered Election Inspectors, Jana, and I for Election Day Training and Early Voting Training.
- Printed ballots are to be available to the absentee voters on January 18, 2024.
- The Parks & Recreation Committee has changed their meeting to January 23, 2024, due to a scheduling conflict with the Council meeting.
- Holiday closure for Martin Luther King Day, Monday, January 15, 2024.



# CITY OF CARO

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TO: City Council  
City Manager – Scott Czasak  
FROM: Michele Perry, Treasurer  
SUBJECT: Treasurer’s Report  
DATE: January 10, 2024

---

- Attended the City Council meetings.
- Attended the employee, potluck Christmas party and enjoyed the down time with other employees.
- Prepared monthly reports for council meetings.
- Prepared DDA financial statements for the January meeting and attended the meeting.
- Prepared Parks & Recreation financial statements for the December meeting.
- Blight collected from December 14 to January 10 - \$450.
- 96% of summer taxes collected as of today, January 10, 2024.
- 32% of winter taxes collected as of today, January 10, 2024.
- Still working with Invoice Cloud (Payment Service Network) to get new updated credit card terminal.
- Still working with Invoice Cloud (Payment Service Network) to start accepting Venmo and Paypal.
- Per Zoom meeting with Laura the City Attorney she states that we could attempt to take the blight to small claims.
- Small Claims report as of January 10, 2024:
  - Total submitted to small claims: \$10,469.00
  - Cost to the City: \$1,372.40
  - Collected before going to court: \$1,776.98
  - Dismissed due to death & unable to locate: \$838.82
  - Judgements awarded as of 01/10/24: \$2,378.10
  - Collected on judgements as of 01/10/24: \$0.00
  - Collections over cost to the city as of 01/10/24: \$404.58 (\$1,776.98 Collected - \$1,372.40 Cost)
- After a prior meeting’s discussion regarding why the delinquent accounts receivable bills were not being pursued for collections prior to now, I want to explain the reason and the process I have been following until the council decided to attempt collection through small claims. The prior practice by the past clerk/treasurers was to leave them on the ledger for 7 years and then present them to council to be written-off. Some of the charges that I am attempting to collect are from incidents which happened in 2016, 2017, 2018 and forward.
- Per the recommendation from the Magistrate, myself along with Scott spoke with Laura the City Attorney on a Zoom call to get a better understanding of the small claims process and the next steps after a judgement is made by the court. The next step is to file additional paperwork at an unknown cost with the court for the person to appear before the Magistrate be sworn in and then step into the hallway with me to question the defendant about income, banking, employment and

# CITY OF CARO

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etc.. On the recommendation of the Magistrate, I have a meeting scheduled with Laura the City Attorney for guidance related to small claims. The Magistrate stated that people believe small claims are very easy, you just go to court, and you are awarded a judgement. The burden of proof falls on the City of Caro to show that the person is responsible for the fees.

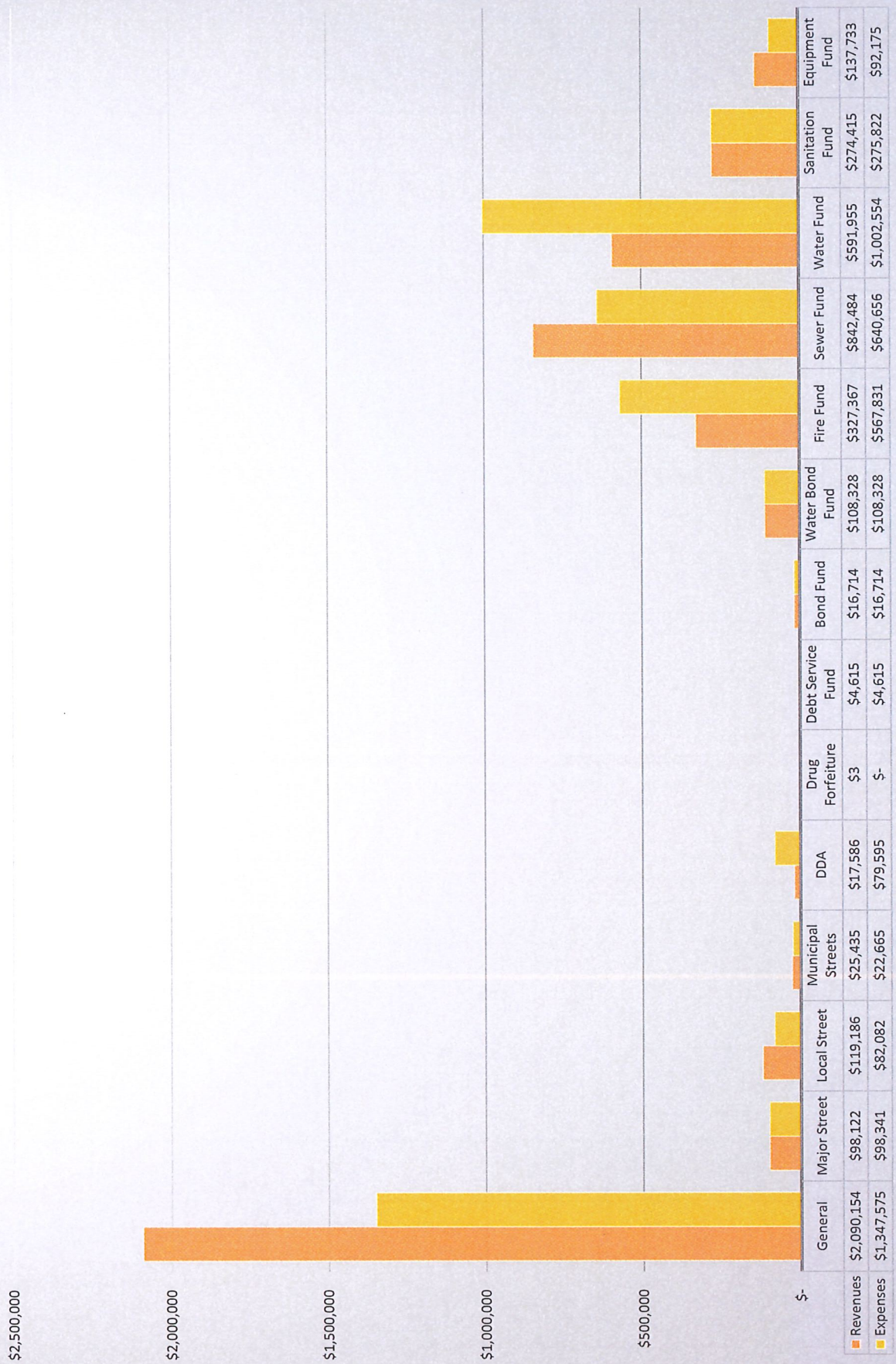
- The Treasurer's Office has been busy over the last month with the following items:
  - Collecting utility payments
  - Mailing out utility bills
  - Mailing out 10-day notices
  - Mailing out city bill payments
  - Collecting sidewalk special assessments
  - Collecting summer taxes
  - Collecting winter taxes
  - Approve direct deposit payments for payroll after clerk and deputy clerk prepare it
  - Billing medical and fire runs
  - Tracking firemen and first responders pay for submission at the end of the quarter.
  - Reconciling all bank accounts
  - Reconciling all investment accounts
  - Recording interest income on all accounts
  - Recording all bank charges
  - Completing journal entries for various reasons
  - Reviewing accounts payable for correct accounts and allocations
  - Distributing tax collections to Tuscola County Treasurer & other taxing authorities
  - Reviewing investments and making recommendations to council
  - Preparing documents for small claims
  - Attending small claims hearings on Zoom with the court
  - Working with departments heads when necessary
  - Answering the phone and assisting residents with any necessary items
  - Monitoring the budget
  - Many other office duties as they come up.
- Assisted in covering the front desk during staff lunches and vacations.

<b>City of Caro</b>	
<b>Cash Summary By Fund</b>	
<b>For the Month of December 31, 2023</b>	
<b>Account Name</b>	<b>Amount</b>
General Fund Cash	\$ 4,590,520
Major Street Fund Cash	\$ 1,789,948
Local Street Fund Cash	\$ 305,125
Municipal Street Fund Cash	\$ 49,396
DDA Fund Cash	\$ 153,278
Drug Forfeiture Fund Cash	\$ 366
Fire Fund Cash	\$ 177,135
Sewer Fund Cash	\$ 2,132,876
Water Fund Cash	\$ 2,094,800
Sanitation Fund Cash	\$ 67,038
Equipment Fund Cash	\$ 381,535
<b>Total Cash (Restricted &amp; Unrestricted)</b>	<b>11,742,015</b>
<b>Restricted Cash in Sewer &amp; Water</b>	<b>709,639</b>
<b>Total Unrestricted Cash</b>	<b>11,032,376</b>



City of Caro											
Financial Summary											
As of the Month of December 2023											
Fund Number	Audited Fund Balance 7/1/23	FY24 Budgeted Revenues	YTD Revenues	Percentage of Budget Received	FY24 Budgeted Expenditures	YTD Expenditures	Percentage of Budget Used	Fiscal YTD Income/(Loss)	Projected Fund Balance 6/30/24		
General	3,497,114	\$ 3,339,358	\$ 2,090,154	63%	\$ 3,339,358	\$ 1,347,575	40%	742,579	4,239,693		
Major Street	1,791,281	\$ 406,900	\$ 98,122	24%	\$ 406,900	\$ 98,341	24%	(219)	1,791,062		
Local Street	269,726	\$ 353,880	\$ 119,186	34%	\$ 353,880	\$ 82,082	23%	37,104	306,830		
Municipal Streets	51,036	\$ 59,138	\$ 25,435	43%	\$ 59,138	\$ 22,665	38%	2,770	53,806		
DDA	215,160	\$ 165,450	\$ 17,586	11%	\$ 165,450	\$ 79,595	48%	(62,010)	153,150		
Drug Forfeiture	363	\$ -	\$ 3	0%	\$ -	\$ -	0%	3	366		
Debt Service Fund	-	\$ 102,213	\$ 4,615	5%	\$ 102,213	\$ 4,615	5%	-	-		
Bond Fund	-	\$ 428,429	\$ 16,714	4%	\$ 428,429	\$ 16,714	4%	-	-		
Water Bond Fund	-	\$ 110,541	\$ 108,328	98%	\$ 110,541	\$ 108,328	98%	-	-		
Fire Fund	408,877	\$ 956,094	\$ 327,367	34%	\$ 956,094	\$ 567,831	59%	(240,465)	168,412		
Sewer Fund	7,950,790	\$ 1,708,310	\$ 842,484	49%	\$ 1,708,310	\$ 640,656	38%	201,828	8,152,618		
Water Fund	7,230,939	\$ 1,340,239	\$ 591,955	44%	\$ 1,340,239	\$ 1,002,554	75%	(410,599)	6,820,340		
Sanitation Fund	125,036	\$ 543,910	\$ 274,415	50%	\$ 543,910	\$ 275,822	51%	(1,407)	123,629		
Equipment Fund	858,624	\$ 350,191	\$ 137,733	39%	\$ 350,191	\$ 92,175	26%	45,558	904,182		
<b>Total</b>	<b>22,398,946</b>	<b>9,864,653</b>	<b>4,654,095</b>	<b>47%</b>	<b>9,864,653</b>	<b>4,338,952</b>	<b>44%</b>	<b>315,143</b>	<b>22,714,089</b>		

## City of Caro FY 24 Revenue vs Expenditures By Fund As of December 31, 2023





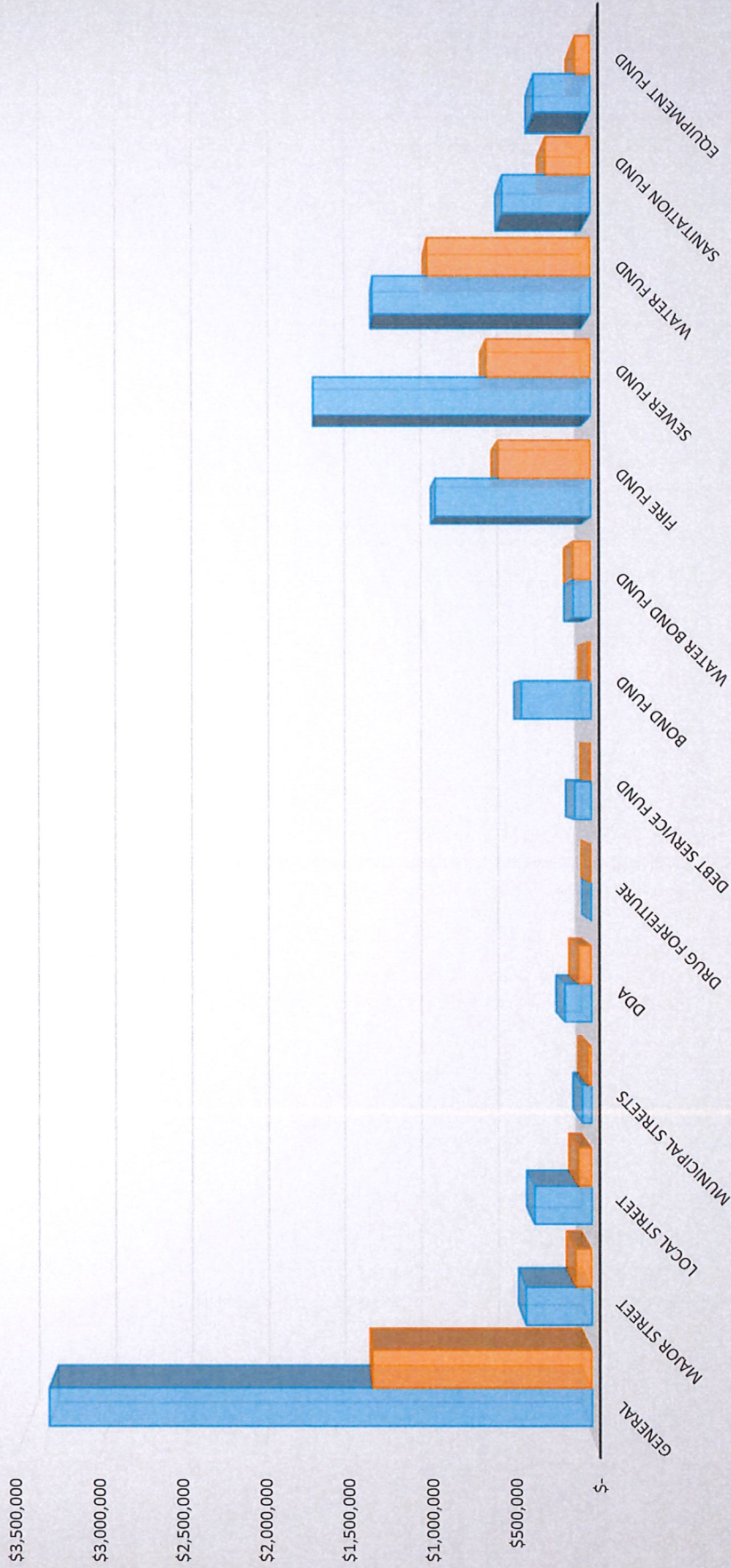
# Aging Accounts Receivable Recap As of December 31, 2023



City of Caro	
Aging Accounts Receivable Recap	
As of December 31, 2023	
Fire contracts which are paid quarterly	<b>23,120.44</b>
Lease of space on the water tower and contract is under review	<b>128,368.93</b>
Blight mowings on property taxes	<b>1,345.00</b>
Fire runs on property taxes	<b>1,000.00</b>
Total Accounts Receivable which include current, non-residents and items which cannot be placed on taxes	<b>24,492.11</b>
Total Accounts Receivable Balance	<b>178,326.48</b>
Total taken to small claims	<b>10,469.00</b>



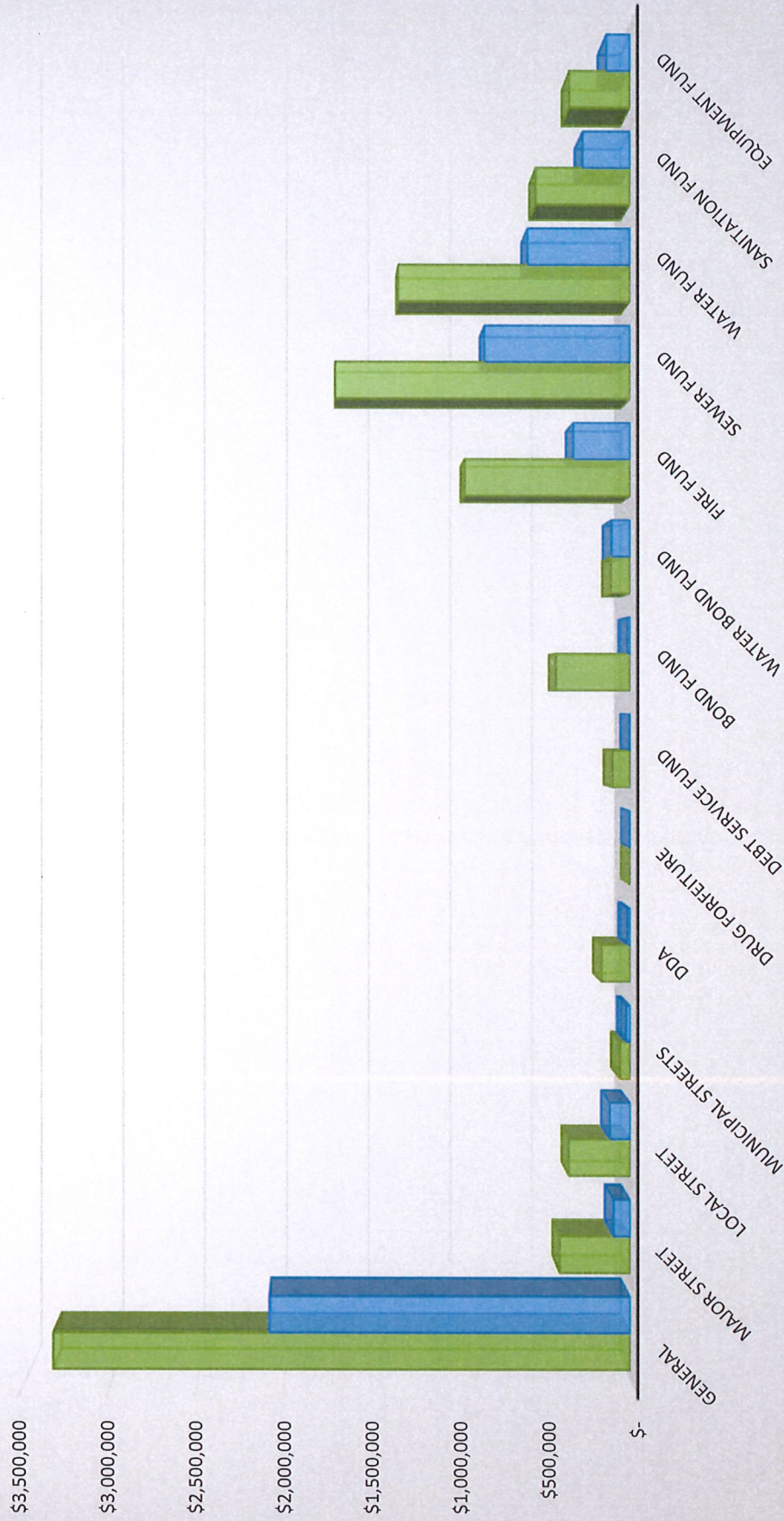
## City of Caro FY24 Budget vs Actual Expenditures As of December 31, 2023



	General	Major Street	Local Street	Municipal Streets	DDA	Drug Forfeiture	Debt Service Fund	Bond Fund	Water Bond Fund	Fire Fund	Sewer Fund	Water Fund	Sanitation Fund	Equipment Fund
Budget	\$3,339,358	\$406,900	\$353,880	\$59,138	\$165,450	\$-	\$102,213	\$428,429	\$110,541	\$956,094	\$1,708,310	\$1,340,239	\$543,910	\$350,191
Actual	\$1,347,575	\$98,341	\$82,082	\$22,665	\$79,595	\$-	\$4,615	\$16,714	\$108,328	\$567,831	\$640,656	\$1,002,554	\$275,822	\$92,175



## City of Caro FY24 Budget vs Actual Revenues As of December 31, 2023



	General	Major Street	Local Street	Municipal Streets	DDA	Drug Forfeiture	Debt Service Fund	Bond Fund	Water Bond Fund	Fire Fund	Sewer Fund	Water Fund	Sanitation Fund	Equipment Fund
Budget	\$3,339,35	\$406,900	\$353,880	\$59,138	\$165,450	\$-	\$102,213	\$428,429	\$110,541	\$956,094	\$1,708,31	\$1,340,23	\$543,910	\$350,191
Actual	\$2,090,15	\$98,122	\$119,186	\$25,435	\$17,586	\$3	\$4,615	\$16,714	\$108,328	\$327,367	\$842,484	\$591,955	\$274,415	\$137,733

# City of Caro Cash Balance By Fund As of December 31, 2023

Includes Restricted & Unrestricted Cash

