

**AGENDA  
REGULAR MEETING OF THE CARO CITY COUNCIL  
FEBRUARY 5, 2024, 6:30 P.M.**

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

**AGENDA APPROVAL**

**PUBLIC COMMENTS**

**PRESENTATION: None**

**COMMUNICATION:**

1. Downtown Development Authority Meeting Minutes (2) – January 10, 2024
2. Parks & Recreation Committee Meeting Minutes – January 23, 2024
3. Planning Commission Meeting Minutes – January 23, 2024
4. Raymond Bates Resignation Letter – Caro Area Transit Authority

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – January 16, 2024
2. Invoices

**REGULAR AGENDA:**

1. Public Hearing – Ordinance No. 486 – Food Trucks/ Discussion
2. Motion to Close Public Hearing – Ordinance No. 486 – Food Trucks
3. Action – Ordinance No. 486 – Food Trucks
4. Appointment of Sergeant at Arms
5. Caro Center Water Agreement
6. Caro Center Sewer Agreement
7. Banner Request – Heritage Vintage Market – May 4 – 20, 2024
8. Light Pole Usage Request – Operation Graduation – May 10 – 24, 2024
9. Great Lakes Public Safety – Invoice Approval
10. Planning Commission Recommendation – Waiver Process
11. Investment Change #1
12. Investment Change #2
13. Remove Michele Perry as signer on all Financial Institutions effective February 19, 2024
14. Discuss City Manager Goals for 2024

**ITEMS PENDING/POSTPONED: None**

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

**MANAGER’S REPORT** – Written report submitted.

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

**ADDITIONAL PUBLIC COMMENTS**

**ADJOURN**  
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MINUTES  
CITY OF CARO DOWNTOWN DEVELOPMENT AUTHORITY  
INFORMATIONAL MEETING  
JANUARY 10, 2024- NOON

**CALL TO ORDER**

Chairman Randy Whittaker called the meeting to Order at 12:09pm on January 10, 2024, in the City of Caro, Council Chambers. The Pledge of Allegiance was recited by all present.

Present: Chairman Whittaker, Evan Osentoski, Thomas Bardwell, Charlotte Kish, Susan Holder, Robert Wolak, DDA Director Lauren Amellal.

Absent: Sonya Otremba, Dick Ransford, Ross Downing.

Others Present: Mayor Karen Snider, City Manager Scott Czasak, City Treasurer Michele Perry, Councilperson Jill White.

**APPROVAL OF AGENDA**

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

**PUBLIC COMMENT:** None

**BUSINESS**

1. DDA Executive Director, Lauren Amellal, presented the Informational Meeting presentation slides that were included in the meeting packet.

**PUBLIC COMMENT**

DDA Board Member Bardwell requested that the presentation be done at the Tuscola County Committee of the Whole.

**ADJOURN**

Motion by Kish to adjourn the meeting at 12:30pm, seconded by Wolak. Motion carried.

MINUTES  
CITY OF CARO DOWNTOWN DEVELOPMENT AUTHORITY  
REGULAR MEETING  
JANUARY 10, 2024- 12:30pm

**CALL TO ORDER**

Chairman Randy Whittaker called the meeting to Order at 12:31pm on January 10, 2024, in the City of Caro, Council Chambers.

Present: Chairman Whittaker, Evan Osentoski, Thomas Bardwell, Charlotte Kish, Susan Holder, Robert Wolak, DDA Director Lauren Amellal.

Holder was dismissed at 1:05pm.

Absent: Sonya Otremba, Dick Ransford, Ross Downing.

Others Present: Mayor Karen Snider, City Manager Scott Czasak, City Treasurer Michele Perry, Councilperson Jill White.

**APPROVAL OF AGENDA**

Motion by Osentoski to approve the agenda as presented, seconded by Wolak. Motion carried.

**PUBLIC COMMENT:** None

**APPROVAL OF MINUTES**

Motion by Osentoski to approve the December 13, 2023, meeting minutes as presented, seconded by Holder. Motion carried.

**FINANCIAL REPORT**

Motion by Osentoski to receive and file the November 2023 Financial Report and the 2023 Annual TIF Report, seconded by Kish. Motion carried.

**BUSINESS ITEMS**

**1. Music in the Park**

Motion by Holder to allow the City Treasurer to make the necessary budget adjustments to the 2023/2024 DDA budget, to reflect a \$1,000.00 (one thousand dollars) contribution to the City of Caro Parks & Recreation budget for Music in the Park performances, Seconded by Osentoski. Motion carried.

MINUTES  
CITY OF CARO DOWNTOWN DEVELOPMENT AUTHORITY  
REGULAR MEETING  
JANUARY 10, 2024- 12:30pm

**2. Snow Removal**

Motion by Holder to table the discussion to the February meeting to review a five year history of snow removal services, seconded by Kish. Motion carried.

**3. LED Light Pole Kits**

Motion by Kish to allow the City Treasurer to make the necessary budget adjustments to purchase LED Light Pole Kits, not to exceed \$5,500.00 (five thousand five hundred dollars), seconded by Wolak. Motion carried.

**OLD BUSINESS**

**1. Wayfinding Signs**

Amellal announced a public wayfinding sign meeting is being scheduled the week of January 15, 2024.

**EXECUTIVE DIRECTOR REPORT**

1. A written report was submitted. Amellal gave a verbal review of highlights including the website development, and the upcoming Caro Farmers Market meeting on February 2, 2024.

**COUNCIL LIASON REPORT**

1. Kish gave a verbal report highlighting the LED Light Poles.

**PUBLIC COMMENT:** None

**ADJOURN**

Motion by Osentoski to Adjourn the meeting at 1:15pm, seconded by Kish. Motion carried.

# Parks and Recreation Committee Meeting Minutes

## January 23, 2024

**Present:** Sean Smith, Sue Ellen Greenlee, Jeff Hartel, Jill White, Robert Scheil, Tanya Batschke

**Absent:** None

**Others Present:** Scott Czasak, Karen Snider and Pam Iseler

- I. **Call Meeting to Order** - 5:30 pm
- II. **Pledge of Allegiance**
- III. **Approval of Agenda:** Motion - Jeff Second - Sue Ellen Passed 6 - 0
- IV. **Public Comment:** None
- V. **Approval of Minutes:** Motion - Sue Ellen Second - Tanya Passed 6 - 0
- VI. **City Council Liaison Report -**
  - A. *Jill* - Primary Election February 27 and City Council Treasurer resigned.
  - B. *Scott* - Sand Volleyball bids are out and are seeing a good response
  - C. *Carly Creguer* (MSU Extension/Caro Parks and Rec Partner -  
"Partnership Agenda" was distributed and discussed, including:
    1. Recent Programs
    2. Upcoming Programs
    3. Summer Program Reminder
    4. Nature Trail Association
    5. Current Goals for Program
    6. Future Goals for Program
- VII. **Committee Reports** - None (Volleyball bids were discussed earlier in meeting)

VIII. **New Business -**

- A. *Easter Egg Hunt* - March 23, Robert/Colleen Co-Chairs and will work with Mayor Snider and Karly (MSU Extension) in developing plans.
- B. *Spring Cleanup* - April 27, Jill is Chair and will be assisted by Jeff
- C. *Capital Improvements* - Scott stressed that he is open to ideas and values everyone's input into identifying short term, intermediate and long term plans for the City of Caro. It was requested that each member of Parks and Rec Committee think of ideas and get them to Scott or bring them to February's meeting

IX. **Old Business -**

- A. *Sled Lending Library* - Comments from Alyssa Westerby about her and her husbands willingness to build a structure for the sleds at Chippewa Landing.

Motion by Tanya and Seconded by Robert to approve the Westerby's to move forward with this project using material they already own. City Council will need to approve this structure and all signage needs to be approved by Scott. Motion passed 6 - 0.

- B. *Calendar of Events* - Discussed events for 2024. This will be an ongoing list as dates and times are identified for local events.
- C. *Biannual 5 Year Plan Review* - Ideas for short term, intermediate and long term were discussed. All ideas were welcome. Ideas included:

*More shaded areas in parks, warming center, Wayfinding signs, ice skating rink, cameras, concrete at dog park watering area, fairground fence, inclusive playground equipment, bathroom by fairground grandstand, skateboarding park, horse arena and warmup area, tennis/pickleball courts, archery, Rec Center, eating areas when taking out food and furniture at Atwood Park.*

X. **Additional Public Comment - None**

XI **Adjourn - 6:45 pm** Motion - Robert Second - Colleen Passed 6 - 0

Submitted by Jeff Hartel on January 24, 2024.

City of Caro Planning Commission

Regular meeting held January 23, 2024 called to order at 7:00 p.m. by Chairman Carpenter.

Present: Mike Carpenter, Bob Eschenbacher, Mike Laethem, Herb Sheardy and Denise Steffen.

Absent: Chad Fields and Art Rollend,

Others in Attendance: Scott Czasak-City Manager and Karen Snider-City Mayor

**Sheardy/Eschenbacher moved to approve the minutes of January 9, 2024 as written. Motion carried.**

Scott informed the Planning Commission of the passing of former commission member Walter Szostak, following a long illness.

**Sheardy/Steffen moved to recommend City Council consider developing a waiver process for the distance requirements to the Medical and Recreational Marihuana licenses. Motion carried: majority 4-1.**

No public comment

**Steffen/Eschenbacher moved to adjourn at 7:22 p.m. Motion carried.**

Respectfully submitted by Denise Steffen, Secretary

January 24, 2024

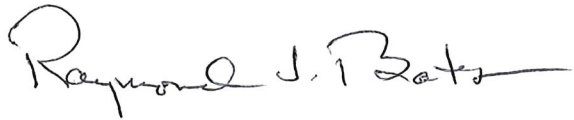
Brian Neuville  
Human Development Commission

Dear Brian,

Please accept this letter as my formal resignation from the Board, Caro Area Transit Authority ("Thumbody Express"). I am approaching my 80<sup>th</sup> birthday in a few months and am experiencing some health issues. It is time to turn over my seat to someone else.

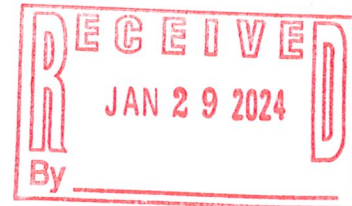
I have been on the board for several years and have very much enjoyed the experience.

Again thank you for the opportunity to serve.



Raymond J. Bates

Cc: Rita Papp, Clerk  
City of Caro, MI





**REGULAR MEETING OF THE CARO CITY COUNCIL**

**January 16, 2024, 6:30 P.M.**

**Council Chambers, 317 S. State St., Caro, MI 48723**

Mayor Karen Snider called the regular meeting of the City Council to order on January 16, 2024, at 6:30 p.m. in the Council Chambers.

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

Absent: Emily Campbell

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, Tom Reese – DPW Superintendent, David Dienes II – WWTP Superintendent and other guests

**AGENDA APPROVAL**

**24-M-8**

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

**Motion Carried.**

**PUBLIC COMMENT/VISITORS:** None

**PRESENTATION:** None

**COMMUNICATIONS:**

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

**24-M-9**

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

**Motion Carried.**

**REGULAR AGENDA:** (action required)

1. First Reading – Food Truck Ordinance & Set Public Hearing

**24-M-10**

**Motion by Eschenbacher, seconded by Iseler to accept proposed Ordinance No. 486 Food Truck Ordinance for First Reading and Set a Public Hearing for the next Council Meeting, February 5, 2024. Roll call vote: Campbell – absent, Eschenbacher – yes, Iseler – yes, Kish – yes, Oedy – yes, White – yes, Mayor Snider – yes. Motion carried.**

2. Banner Request – Tuscola Behavioral Health Systems – Mental Health Month – May 1 -16, 2024

**24-M-11**

**Motion by Eschenbacher, seconded by Kish to approve the Banner Request from Tuscola Behavioral Health Systems – Mental Health Month, May 1 – 16, 2024 contingent on payment of \$150.00. Motion carried.**

3. Light Pole Usage Request Ribbons – Tuscola Behavioral Health Systems – Mental Health Month – May 2024

**24-M-12**

**Motion by White, seconded by Eschenbacher to approve the Light Pole Usage Request from Tuscola Behavioral Health Systems – Mental Health Awareness Month, May 2024 contingent upon the agreement to maintain the ribbons. Motion carried.**

4. Banner Request – Tuscola Behavioral Health Systems – Suicide Prevention Month – September 2 – 17, 2024

**24-M-13**

**Motion by Kish, seconded by Oedy to approve the Banner Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, September 2 – 17, 2024 contingent on payment of \$150.00. Motion carried.**

5. Light Pole Usage Request Ribbons – Tuscola Behavioral Health Systems – Suicide Prevention Month – September 2024

**24-M-14**

**Motion by White, seconded by Eschenbacher to approve the Light Pole Usage Request from Tuscola Behavioral Health Systems – Suicide Prevention Month, September 2024 contingent upon the agreement to maintain the ribbons. Motion carried.**

7. Resolution – Steve Erickson, Tuscola County EDC

**24-M-15**

**Motion by Kish, seconded by White to accept an approve Resolution No. 2024-2, Resolution in Appreciation for Outstanding Public Service by Steve Erickson. Roll call vote: Eschenbacher – yes, Iseler – yes, Kish – yes, Oedy – yes, White – yes, Campbell – absent, Mayor Snider – yes. Motion carried.**

8. Caro Center Water Agreement

**24-M-16**

**Motion by Kish, seconded by Iseler to request the City Manager to get with City Attorney to get clarification of indemnification clause and bring back to Council.**

**Motion carried.**

9. Caro Center Sewer Agreement

**24-M-17**

**Motion by Kish, seconded by Iseler to request the City Manager to get with City Attorney to get clarification of indemnification clause and bring back to Council.**

**Motion carried.**

10. Investment Change #1

**24-M-18**

**Motion by Eschenbacher, seconded by Iseler to 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.**

**Motion carried.**

11. Investment Change #2

**24-M-19**

**Motion by Eschenbacher, seconded by Iseler to leave the current funds at LPL Financial.**

**Motion carried.**

12. Presentation of City Manager Goals

**24-M-20**

**Motion by Eschenbacher, seconded by Kish to receive the City Manager goals for 2024 & will discuss them at the next council meeting.**

**Motion carried.**

**ITEMS PENDING/POSTPONED: None**

**COMMITTEE/LIAISON POSITION REPORTS:**

1. Economic Development Corporation (Mayor Snider) – Will be attending Steve Erickson's retirement breakfast tomorrow.
2. Chamber of Commerce (Manager) – Their vacancy on the board was filled. Discussed bringing back Chamber Bucks program & upcoming activities. Citizen of the Year event was announced. Quarterly business after hours, coffee with the chamber and ribbon cuttings were discussed.
3. Downtown Development Authority (Kish) – An informational presentation was presented. Snow removal was discussed. Motioned to add money to the Music in the Park.
4. Fair Board (Iseler) – No report.

5. Parks & Recreation (White) – Meeting is postponed until next week. Discussed items from the December meeting. Bids are out for the volleyball pits. Had election of officers. Discussed the annual calendar & having chairpersons for each event and/or program.
6. Planning Commission (Eschenbacher) – Annual report was presented. Election of officers was completed. Had a discussion on the marihuana ordinance measurement guidelines.
7. Tuscola County Board of Commissioners (Iseler) – Union contracts were approved. Mileage reimbursement increase was approved.
8. Zoning Board of Appeals (Mayor Snider) – No meeting.
9. Indianfields Township (Manager) – 2 land splits were approved. Discussed park vandalism that is occuring. Special Meeting will be held for a tax abatement at the old lumberyard west of town on M81.
10. Almer Township (Campbell) – Absent

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

The sled hill was busy over the weekend & the City of Caro received positive comments on social media.

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

Will be attending the MME Winter Institute January 30 – February 1, 2024

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

Elections are now in full swing.

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

**ADDITIONAL PUBLIC COMMENT:** None

Councilor Kish – Commented on a concern regarding snow being plowed over sidewalks downtown. Asked the City Manager to follow up.

Councilor White – Commented on a concern with snow removal & the speed of the snowplow trucks.

**24-M-21**

**Motion by Eschenbacher, seconded by White to adjourn the meeting at 7:30 p.m.**

**Motion carried.**



Rita Papp  
City Clerk

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

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>MICHIGAN MUNICIPAL LEAGUE</b>					
01/24	01/23/2024	77646	101-000-237-000	STATE UNEMPLOYMENT TAX PAYABL	25.11
Total MICHIGAN MUNICIPAL LEAGUE:					25.11
Total 77646:					25.11
<b>U.S. POSTMASTER</b>					
02/24	02/01/2024	77647	596-521-760-000	POSTAGE	271.72
02/24	02/01/2024	77647	590-540-760-000	POSTAGE	271.71
02/24	02/01/2024	77647	591-540-760-000	POSTAGE	271.71
Total U.S. POSTMASTER:					815.14
Total 77647:					815.14
<b>AFLAC</b>					
02/24	02/01/2024	77648	101-000-231-003	AFLAC INSURANCE WITHHOLDING	896.50
Total AFLAC:					896.50
Total 77648:					896.50
<b>AIR ADVANTAGE</b>					
02/24	02/01/2024	77649	101-172-750-001	SOFTWARE MAINTENANCE AGREE'T	50.00
02/24	02/01/2024	77649	101-253-750-001	SOFTWARE MAINTENANCE AGREE'T	50.00
02/24	02/01/2024	77649	101-260-750-001	SOFTWARE MAINTENANCE AGREE'T	50.00
02/24	02/01/2024	77649	101-441-750-001	SOFTWARE MAINTENANCE AGREE'T	65.00
02/24	02/01/2024	77649	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	14.00
02/24	02/01/2024	77649	596-521-750-001	SOFTWARE MAINTENANCE AGREEM	14.00
02/24	02/01/2024	77649	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	7.00
02/24	02/01/2024	77649	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	90.00
02/24	02/01/2024	77649	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	10.00
02/24	02/01/2024	77649	101-301-750-001	SOFTWARE MAINTENANCE AGEE'T	100.00
02/24	02/01/2024	77649	248-728-801-000	DDA CONTRACTED SERVICES	58.00
Total AIR ADVANTAGE:					508.00
Total 77649:					508.00
<b>AMAZON CAPITAL SERVICES</b>					
02/24	02/01/2024	77650	101-301-740-000	OFFICE SUPPLIES	16.99
02/24	02/01/2024	77650	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	99.96
02/24	02/01/2024	77650	216-336-740-000	OPERATING SUPPLIES	123.19
02/24	02/01/2024	77650	590-540-725-000	UNIFORMS	99.98
02/24	02/01/2024	77650	101-253-740-000	OFFICE SUPPLIES	237.98
02/24	02/01/2024	77650	101-253-740-000	OFFICE SUPPLIES	12.43
02/24	02/01/2024	77650	101-172-740-000	OFFICE SUPPLIES	12.43

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
02/24	02/01/2024	77650	101-260-740-000	OFFICE SUPPLIES	12.43
02/24	02/01/2024	77650	101-262-740-000	OFFICE SUPPLIES	12.43
02/24	02/01/2024	77650	101-301-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	101-371-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	590-540-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	591-540-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	596-521-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	101-751-776-000	O&M SUPPLIES	12.44
02/24	02/01/2024	77650	101-441-776-000	O&M SUPPLIES	12.44
02/24	02/01/2024	77650	101-702-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	202-483-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	203-483-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	204-483-740-000	OFFICE SUPPLIES	12.44
02/24	02/01/2024	77650	216-336-740-000	OPERATING SUPPLIES	12.44
Total AMAZON CAPITAL SERVICES:					577.14
Total 77650:					577.14
<b>ANDERSON, TUCKEY, BERNHARDT &amp;</b>					
02/24	02/01/2024	77651	101-172-802-000	AUDIT	126.00
02/24	02/01/2024	77651	101-253-802-000	AUDIT	54.00
02/24	02/01/2024	77651	101-260-802-000	AUDIT	54.00
02/24	02/01/2024	77651	101-301-802-000	AUDIT	90.00
02/24	02/01/2024	77651	101-441-802-000	AUDIT	18.00
02/24	02/01/2024	77651	101-751-802-000	AUDIT	18.00
02/24	02/01/2024	77651	591-540-802-000	AUDIT	252.00
02/24	02/01/2024	77651	596-521-802-000	AUDIT	18.00
02/24	02/01/2024	77651	661-575-802-000	AUDIT	54.00
02/24	02/01/2024	77651	202-483-802-000	AUDIT	72.00
02/24	02/01/2024	77651	203-483-802-000	AUDIT	72.00
02/24	02/01/2024	77651	204-483-802-000	AUDIT	72.00
02/24	02/01/2024	77651	248-728-802-000	AUDIT	558.00
02/24	02/01/2024	77651	216-336-802-000	AUDIT	90.00
02/24	02/01/2024	77651	590-540-802-000	AUDIT	252.00
Total ANDERSON, TUCKEY, BERNHARDT &:					1,800.00
Total 77651:					1,800.00
<b>APPLIED INDUSTRIAL TECHNOLOGIES INC</b>					
02/24	02/01/2024	77652	590-540-776-000	OM&R SUPPLIES NORMAL	2,633.92
Total APPLIED INDUSTRIAL TECHNOLOGIES INC:					2,633.92
Total 77652:					2,633.92
<b>AT&amp;T MOBILITY</b>					
02/24	02/01/2024	77653	101-371-853-000	TELEPHONE	9.80
02/24	02/01/2024	77653	216-336-853-000	TELEPHONE	39.20
02/24	02/01/2024	77653	101-301-853-000	TELEPHONE & PAGERS	175.88
02/24	02/01/2024	77653	101-441-853-000	TELEPHONE	8.79

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
02/24	02/01/2024	77653	101-301-750-001	SOFTWARE MAINTENANCE AGEE'T	108.72
02/24	02/01/2024	77653	202-483-853-000	TELEPHONE	8.79
02/24	02/01/2024	77653	203-483-853-000	TELEPHONE	8.79
02/24	02/01/2024	77653	590-540-853-000	TELEPHONE	8.80
02/24	02/01/2024	77653	591-540-853-000	TELEPHONE	8.80
Total AT&T MOBILITY:					377.57
Total 77653:					377.57
<b>BERGER CHEVROLET INC.</b>					
02/24	02/01/2024	77654	216-336-991-000	LEASE PAYMENT - PRINCIPAL	11,617.06
Total BERGER CHEVROLET INC.:					11,617.06
Total 77654:					11,617.06
<b>CARO AREA DISTRICT LIBRARY</b>					
02/24	02/01/2024	77655	101-000-223-000	DUE TO CARO DISTRICT LIBRARY	41,519.90
Total CARO AREA DISTRICT LIBRARY:					41,519.90
Total 77655:					41,519.90
<b>CARO CHAMBER OF COMMERCE</b>					
02/24	02/01/2024	77656	101-172-960-000	EDUCATION AND TRAINING	165.00
Total CARO CHAMBER OF COMMERCE:					165.00
Total 77656:					165.00
<b>CARO COMMUNITY SCHOOLS</b>					
02/24	02/01/2024	77657	101-000-225-000	DUE TO CARO SCHOOLS	156,246.41
02/24	02/01/2024	77657	101-000-225-000	DUE TO CARO SCHOOLS	117,365.26
Total CARO COMMUNITY SCHOOLS:					273,611.67
Total 77657:					273,611.67
<b>CARO TRANSIT AUTHORITY</b>					
02/24	02/01/2024	77658	101-000-222-001	DUE TO CARO TRANSIT AUTHORITY	55,801.18
Total CARO TRANSIT AUTHORITY:					55,801.18
Total 77658:					55,801.18
<b>CHURCH, URBAN &amp; ASSOCIATES LLC</b>					
02/24	02/01/2024	77659	101-253-801-000	CONTRACTED SERVICES	52.00
Total CHURCH, URBAN & ASSOCIATES LLC:					52.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total 77659:					52.00
<b>CIVICPLUS LLC</b>					
02/24	02/01/2024	77660	101-172-750-001	SOFTWARE MAINTENANCE AGREE'T	254.55
02/24	02/01/2024	77660	101-253-750-001	SOFTWARE MAINTENANCE AGREE'T	254.55
02/24	02/01/2024	77660	101-260-750-001	SOFTWARE MAINTENANCE AGREE'T	254.55
02/24	02/01/2024	77660	101-301-750-001	SOFTWARE MAINTENANCE AGREE'T	254.55
02/24	02/01/2024	77660	101-371-750-001	SOFTWARE MAINTENANCE AGREEM	254.55
02/24	02/01/2024	77660	101-441-750-001	SOFTWARE MAINTENANCE AGREE'T	254.55
02/24	02/01/2024	77660	216-336-750-001	SOFTWARE MAINTENANCE AGREE'T	254.54
02/24	02/01/2024	77660	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	254.54
02/24	02/01/2024	77660	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	254.54
02/24	02/01/2024	77660	596-521-750-001	SOFTWARE MAINTENANCE AGREEM	254.54
02/24	02/01/2024	77660	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	254.54
Total CIVICPLUS LLC:					2,800.00
Total 77660:					2,800.00
<b>COMPANION LIFE INSURANCE CO.</b>					
02/24	02/01/2024	77661	203-483-717-000	LIFE INSURANCE	7.08
02/24	02/01/2024	77661	204-442-717-000	LIFE INSURANCE	2.99
02/24	02/01/2024	77661	204-483-717-000	LIFE INSURANCE	2.69
02/24	02/01/2024	77661	248-441-717-000	LIFE INSURANCE	5.49
02/24	02/01/2024	77661	248-728-717-000	LIFE INSURANCE	20.75
02/24	02/01/2024	77661	101-371-717-000	LIFE INSURANCE	4.99
02/24	02/01/2024	77661	101-702-717-000	LIFE INSURANCE	2.99
02/24	02/01/2024	77661	101-441-717-000	LIFE INSURANCE	34.91
02/24	02/01/2024	77661	101-751-717-000	LIFE INSURANCE	2.00
02/24	02/01/2024	77661	202-483-717-000	LIFE INSURANCE	7.08
02/24	02/01/2024	77661	202-463-717-000	LIFE INSURANCE	4.99
02/24	02/01/2024	77661	101-172-717-000	LIFE INSURANCE	61.66
02/24	02/01/2024	77661	101-262-717-000	LIFE INSURANCE	3.99
02/24	02/01/2024	77661	101-253-717-000	LIFE INSURANCE	17.56
02/24	02/01/2024	77661	101-260-717-000	LIFE INSURANCE	15.76
02/24	02/01/2024	77661	101-265-717-000	LIFE INSURANCE	11.97
02/24	02/01/2024	77661	101-301-717-000	LIFE INSURANCE	114.55
02/24	02/01/2024	77661	591-540-719-000	SHORT/LONG TERM DISABILITY	78.98
02/24	02/01/2024	77661	596-560-719-000	SHORT/LONG TERM DISABILITY	30.34
02/24	02/01/2024	77661	596-521-719-000	SHORT/LONG TERM DISABILITY	5.85
02/24	02/01/2024	77661	661-575-719-000	SHORT/LONG TERM DISABILITY	22.32
02/24	02/01/2024	77661	590-560-719-000	SHORT/LONG TERM DISABILITY	148.36
02/24	02/01/2024	77661	590-536-719-000	SHORT/LONG TERM DISABILITY	2.93
02/24	02/01/2024	77661	590-540-719-000	SHORT/LONG TERM DISABILITY	215.17
02/24	02/01/2024	77661	590-545-719-000	SHORT/LONG TERM DISABILITY	17.55
02/24	02/01/2024	77661	591-560-719-000	SHORT/LONG TERM DISABILITY	72.09
02/24	02/01/2024	77661	591-536-719-000	SHORT/LONG TERM DISABILITY	2.93
02/24	02/01/2024	77661	203-483-719-000	SHORT/LONG TERM DISABILITY	28.08
02/24	02/01/2024	77661	204-442-719-000	SHORT/LONG TERM DISABILITY	8.78
02/24	02/01/2024	77661	204-483-719-000	SHORT/LONG TERM DISABILITY	10.91
02/24	02/01/2024	77661	248-441-719-000	SHORT/LONG TERM DISABILITY	17.33
02/24	02/01/2024	77661	248-728-719-000	SHORT/LONG TERM DISABILITY	67.88



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02/24	02/01/2024	77661	216-336-719-000	SHORT/LONG TERM DISABILITY	70.98
02/24	02/01/2024	77661	101-702-719-000	SHORT/LONG TERM DISABILITY	12.73
02/24	02/01/2024	77661	101-441-719-000	SHORT/LONG TERM DISABILITY	109.95
02/24	02/01/2024	77661	101-751-719-000	SHORT/LONG TERM DISABILITY	5.85
02/24	02/01/2024	77661	202-483-719-000	SHORT/LONG TERM DISABILITY	28.08
02/24	02/01/2024	77661	202-463-719-000	SHORT/LONG TERM DISABILITY	14.63
02/24	02/01/2024	77661	203-463-719-000	SHORT/LONG TERM DISABILITY	17.55
02/24	02/01/2024	77661	101-262-719-000	SHORT/LONG TERM DISABILITY	13.71
02/24	02/01/2024	77661	101-253-719-000	SHORT/LONG TERM DISABILITY	53.86
02/24	02/01/2024	77661	101-260-719-000	SHORT/LONG TERM DISABILITY	55.40
02/24	02/01/2024	77661	101-265-719-000	SHORT/LONG TERM DISABILITY	35.10
02/24	02/01/2024	77661	101-301-719-000	SHORT/LONG TERM DISABILITY	362.54
02/24	02/01/2024	77661	101-371-719-000	SHORT/LONG TERM DISABILITY	18.39
02/24	02/01/2024	77661	591-536-717-000	LIFE INSURANCE	1.00
02/24	02/01/2024	77661	591-540-717-000	LIFE INSURANCE	26.93
02/24	02/01/2024	77661	596-560-717-000	LIFE INSURANCE	9.38
02/24	02/01/2024	77661	596-521-717-000	LIFE INSURANCE	2.00
02/24	02/01/2024	77661	661-575-717-000	LIFE INSURANCE	6.28
02/24	02/01/2024	77661	101-172-719-000	SHORT/LONG TERM DISABILITY	47.64
02/24	02/01/2024	77661	216-336-717-000	LIFE INSURANCE	18.75
02/24	02/01/2024	77661	590-560-717-000	LIFE INSURANCE	40.30
02/24	02/01/2024	77661	590-536-717-000	LIFE INSURANCE	1.00
02/24	02/01/2024	77661	590-540-717-000	LIFE INSURANCE	82.79
02/24	02/01/2024	77661	590-545-717-000	LIFE INSURANCE	5.99
02/24	02/01/2024	77661	591-560-717-000	LIFE INSURANCE	21.35
02/24	02/01/2024	77661	203-463-717-000	LIFE INSURANCE	5.99
Total COMPANION LIFE INSURANCE CO.:					2,119.12
Total 77661:					2,119.12
<b>ETNA SUPPLY</b>					
02/24	02/01/2024	77662	591-540-776-000	O&M SUPPLIES	390.20
Total ETNA SUPPLY:					390.20
Total 77662:					390.20
<b>FIRST BANKCARD</b>					
02/24	02/01/2024	77663	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	3,905.50
02/24	02/01/2024	77663	101-172-960-000	EDUCATION AND TRAINING	416.00
02/24	02/01/2024	77663	101-172-960-000	EDUCATION AND TRAINING	425.00
02/24	02/01/2024	77663	590-540-960-000	EDUCATION AND TRAINING	255.00
02/24	02/01/2024	77663	590-540-960-000	EDUCATION AND TRAINING	825.00
02/24	02/01/2024	77663	590-540-740-001	OFFICE SUPPLIES	514.00
02/24	02/01/2024	77663	101-301-960-000	EDUCATION & TRAINING, DUES	50.00
02/24	02/01/2024	77663	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	250.00
02/24	02/01/2024	77663	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	121.00
02/24	02/01/2024	77663	216-336-750-000	TECHNOLOGY	838.35
02/24	02/01/2024	77663	216-336-740-000	OPERATING SUPPLIES	62.29
02/24	02/01/2024	77663	216-336-740-000	OPERATING SUPPLIES	9.57
02/24	02/01/2024	77663	590-540-776-001	LAB SUPPLIES	77.00

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02/24	02/01/2024	77663	101-441-725-000	UNIFORMS	37.24
02/24	02/01/2024	77663	591-540-725-000	UNIFORMS	37.24
02/24	02/01/2024	77663	101-441-725-000	UNIFORMS	43.99
02/24	02/01/2024	77663	590-540-725-000	UNIFORMS	43.99
02/24	02/01/2024	77663	101-301-740-000	OFFICE SUPPLIES	36.03
Total FIRST BANKCARD:					7,947.20
Total 77663:					7,947.20
<b>FOSTER, SWIFT, COLLINS &amp; SMITH, PC</b>					
02/24	02/01/2024	77664	101-253-801-000	CONTRACTED SERVICES	275.00
02/24	02/01/2024	77664	101-172-801-000	CONTRACTED SERVICES	2,150.00
02/24	02/01/2024	77664	101-260-801-000	CONTRACTED SERVICES	875.00
02/24	02/01/2024	77664	101-101-801-000	CONTRACTED SERVICES	1,775.00
Total FOSTER, SWIFT, COLLINS & SMITH, PC:					5,075.00
Total 77664:					5,075.00
<b>GRAINGER</b>					
02/24	02/01/2024	77665	590-540-776-000	OM&R SUPPLIES NORMAL	1,601.31
02/24	02/01/2024	77665	590-545-776-000	OM&R SUPPLIES	260.84
02/24	02/01/2024	77665	590-540-776-000	OM&R SUPPLIES NORMAL	320.20
02/24	02/01/2024	77665	590-545-776-000	OM&R SUPPLIES	836.23
02/24	02/01/2024	77665	590-545-776-000	OM&R SUPPLIES	1,062.40
Total GRAINGER:					4,080.98
Total 77665:					4,080.98
<b>GREAT LAKES PUBLIC SAFETY EQUIPMENT</b>					
02/24	02/01/2024	77666	216-336-740-000	OPERATING SUPPLIES	1,450.00
Total GREAT LAKES PUBLIC SAFETY EQUIPMENT:					1,450.00
Total 77666:					1,450.00
<b>HIRSCHMAN OIL SUPPLY INC</b>					
02/24	02/01/2024	77667	661-575-860-000	GAS/OIL	769.64
02/24	02/01/2024	77667	661-575-860-000	GAS/OIL	694.87
Total HIRSCHMAN OIL SUPPLY INC:					1,464.51
Total 77667:					1,464.51
<b>IACP</b>					
02/24	02/01/2024	77668	101-301-960-000	EDUCATION & TRAINING, DUES	190.00
Total IACP:					190.00

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Total 77668:					190.00
<b>KEN MARTIN ELECTRIC, INC</b>					
02/24	02/01/2024	77669	101-265-801-000	CONTRACTED SERVICES	186.70
02/24	02/01/2024	77669	101-265-801-000	CONTRACTED SERVICES	1,215.55
02/24	02/01/2024	77669	101-265-801-000	CONTRACTED SERVICES	569.15
02/24	02/01/2024	77669	101-265-801-000	CONTRACTED SERVICES	320.50
02/24	02/01/2024	77669	202-451-801-000	CONTRACTED SERVICES - CONST.	280.55
02/24	02/01/2024	77669	202-451-801-000	CONTRACTED SERVICES - CONST.	1,735.80
Total KEN MARTIN ELECTRIC, INC:					4,308.25
Total 77669:					4,308.25
<b>KRISTAL'S HELPING HAND LLC</b>					
02/24	02/01/2024	77670	101-441-801-002	CONTRACTED SERV - JANITORIAL	138.34
02/24	02/01/2024	77670	101-441-801-002	CONTRACTED SERV - JANITORIAL	54.14
02/24	02/01/2024	77670	101-301-801-002	CONTRACTED SERV - JANITORIAL	108.34
02/24	02/01/2024	77670	101-260-801-002	CONTRACTED SERV - JANITORIAL	100.28
02/24	02/01/2024	77670	101-172-801-002	CONTRACTED SERV - JANITORIAL	100.28
02/24	02/01/2024	77670	101-253-801-002	CONTRACTED SERV - JANITORIAL	100.28
02/24	02/01/2024	77670	590-540-801-002	CONTRACTED SERV - JANITORIAL	108.34
Total KRISTAL'S HELPING HAND LLC:					710.00
Total 77670:					710.00
<b>LOGAN CARPENTER</b>					
02/24	02/01/2024	77671	216-336-960-000	EDUCATION & TRAINING	136.62
Total LOGAN CARPENTER:					136.62
Total 77671:					136.62
<b>M &amp; R GARAGE DOOR &amp; OPENERS</b>					
02/24	02/01/2024	77672	101-265-776-000	O&M SUPPLIES	110.00
Total M & R GARAGE DOOR & OPENERS:					110.00
Total 77672:					110.00
<b>MACQUEEN EMERGENCY</b>					
02/24	02/01/2024	77673	216-336-740-000	OPERATING SUPPLIES	283.26
Total MACQUEEN EMERGENCY:					283.26
Total 77673:					283.26
<b>MESSA</b>					
02/24	02/01/2024	77674	202-463-716-000	HOSPITALIZATION INSURANCE	325.04
02/24	02/01/2024	77674	202-483-716-000	HOSPITALIZATION INSURANCE	356.18
02/24	02/01/2024	77674	101-172-716-000	HOSPITALIZATION INSURANCE	441.55

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
02/24	02/01/2024	77674	101-262-716-000	HOSPITALIZATION INSURANCE	66.65
02/24	02/01/2024	77674	101-253-716-000	HOSPITALIZATION INSURANCE	1,421.66
02/24	02/01/2024	77674	101-260-716-000	HOSPITALIZATION INSURANCE	306.60
02/24	02/01/2024	77674	101-265-716-000	HOSPITALIZATION INSURANCE	780.09
02/24	02/01/2024	77674	101-301-716-000	HOSPITALIZATION INSURANCE	8,722.76
02/24	02/01/2024	77674	591-536-716-000	HOSPITALIZATION INSURANCE	65.01
02/24	02/01/2024	77674	591-540-716-000	HOSPITALIZATION INSURANCE	1,755.21
02/24	02/01/2024	77674	596-560-716-000	HOSPITALIZATION INSURANCE	688.67
02/24	02/01/2024	77674	596-521-716-000	HOSPITALIZATION INSURANCE	130.02
02/24	02/01/2024	77674	661-575-716-000	HOSPITALIZATION INSURANCE	392.86
02/24	02/01/2024	77674	101-000-231-006	HEALTH INSURANCE WITHHOLDING	7,421.84
02/24	02/01/2024	77674	216-336-716-000	HOSPITALIZATION INSURANCE	162.09
02/24	02/01/2024	77674	590-560-716-000	HOSPITALIZATION INSURANCE	3,300.48
02/24	02/01/2024	77674	590-536-716-000	HOSPITALIZATION INSURANCE	65.01
02/24	02/01/2024	77674	590-540-716-000	HOSPITALIZATION INSURANCE	4,616.61
02/24	02/01/2024	77674	590-545-716-000	HOSPITALIZATION INSURANCE	455.05
02/24	02/01/2024	77674	591-560-716-000	HOSPITALIZATION INSURANCE	1,505.27
02/24	02/01/2024	77674	203-463-716-000	HOSPITALIZATION INSURANCE	390.05
02/24	02/01/2024	77674	203-483-716-000	HOSPITALIZATION INSURANCE	356.18
02/24	02/01/2024	77674	204-442-716-000	HOSPITALIZATION INSURANCE	195.02
02/24	02/01/2024	77674	204-483-716-000	HOSPITALIZATION INSURANCE	199.52
02/24	02/01/2024	77674	248-441-716-000	HOSPITALIZATION INSURANCE	65.01
02/24	02/01/2024	77674	248-728-716-000	HOSPITALIZATION INSURANCE	13.33
02/24	02/01/2024	77674	101-371-716-000	HOSPITALIZATION INSURANCE	74.38
02/24	02/01/2024	77674	101-702-716-000	HOSPITALIZATION INSURANCE	99.98
02/24	02/01/2024	77674	101-441-716-000	HOSPITALIZATION INSURANCE	2,607.08
02/24	02/01/2024	77674	101-751-716-000	HOSPITALIZATION INSURANCE	130.02
Total MESSA:					37,109.22
Total 77674:					37,109.22
<b>MICHIGAN CAT</b>					
02/24	02/01/2024	77675	661-575-776-000	MAINTENANCE SUPPLIES	286.81
Total MICHIGAN CAT:					286.81
Total 77675:					286.81
<b>MICHIGAN RURAL WATER ASSOCIATION</b>					
02/24	02/01/2024	77676	590-540-960-000	EDUCATION AND TRAINING	450.00
Total MICHIGAN RURAL WATER ASSOCIATION:					450.00
Total 77676:					450.00
<b>MICHIGAN STATE FIREMEN'S ASS'N</b>					
02/24	02/01/2024	77677	216-336-960-000	EDUCATION & TRAINING	75.00
Total MICHIGAN STATE FIREMEN'S ASS'N:					75.00

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Total 77677:					75.00
<b>MOORE MOTOR SALES</b>					
02/24	02/01/2024	77678	590-540-776-000	OM&R SUPPLIES NORMAL	965.80
02/24	02/01/2024	77678	216-336-930-000	REPAIRS - EQUIPMENT	247.53
02/24	02/01/2024	77678	101-301-860-000	GAS/OIL/TIRES	54.23
Total MOORE MOTOR SALES:					1,267.56
Total 77678:					1,267.56
<b>NORTHERN PUMP &amp; WELL</b>					
02/24	02/01/2024	77679	591-540-801-000	CONTRACTED SERVICES	4,825.00
02/24	02/01/2024	77679	591-540-801-000	CONTRACTED SERVICES	1,500.00
Total NORTHERN PUMP & WELL:					6,325.00
Total 77679:					6,325.00
<b>NYE UNIFORM COMPANY</b>					
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	81.46
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	77.40
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
02/24	02/01/2024	77680	216-336-740-000	OPERATING SUPPLIES	64.50
Total NYE UNIFORM COMPANY:					803.86
Total 77680:					803.86
<b>OAKLAND COUNTY</b>					
02/24	02/01/2024	77681	101-301-750-000	POLICE TECHNOLOGY	767.50
Total OAKLAND COUNTY:					767.50
Total 77681:					767.50
<b>PHIL ERICSON</b>					
02/24	02/01/2024	77682	216-336-740-000	OPERATING SUPPLIES	110.44
Total PHIL ERICSON:					110.44
Total 77682:					110.44

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<b>RASMUSSEN TRUCKING SERVICE CENTER LLC</b>					
02/24	02/01/2024	77683	216-336-930-000	REPAIRS - EQUIPMENT	317.50
Total RASMUSSEN TRUCKING SERVICE CENTER LLC:					317.50
Total 77683:					317.50
<b>RITA PAPP</b>					
02/24	02/01/2024	77684	101-000-232-000	DUE TO EMPLOYEE	750.00
Total RITA PAPP:					750.00
Total 77684:					750.00
<b>ROWE PROFESSIONAL SVS COMP.</b>					
02/24	02/01/2024	77685	591-540-801-000	CONTRACTED SERVICES	270.00
02/24	02/01/2024	77685	202-451-801-001	CONTRACTED SERV - ENGINEERING	10,295.00
02/24	02/01/2024	77685	101-265-970-002	CAPITAL OUTLAY MUNICIPAL BLDG	3,750.00
Total ROWE PROFESSIONAL SVS COMP.:					14,315.00
Total 77685:					14,315.00
<b>SHRED EXPERTS</b>					
02/24	02/01/2024	77686	101-260-801-000	CONTRACTED SERVICES	65.00
Total SHRED EXPERTS:					65.00
Total 77686:					65.00
<b>SNOW WORKS</b>					
02/24	02/01/2024	77687	101-265-776-000	O&M SUPPLIES	260.00
02/24	02/01/2024	77687	661-575-776-000	MAINTENANCE SUPPLIES	36.57
02/24	02/01/2024	77687	661-575-776-000	MAINTENANCE SUPPLIES	200.00
Total SNOW WORKS:					496.57
Total 77687:					496.57
<b>STAPLES</b>					
02/24	02/01/2024	77688	101-702-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	101-172-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	101-260-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	101-253-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	590-540-740-001	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	596-521-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	596-521-740-000	OFFICE SUPPLIES	36.65
02/24	02/01/2024	77688	101-101-740-000	SUPPLIES/EQUIPMENT	43.12
02/24	02/01/2024	77688	101-371-740-000	OFFICE SUPPLIES	43.12
02/24	02/01/2024	77688	216-336-740-000	OPERATING SUPPLIES	43.12
02/24	02/01/2024	77688	591-540-776-000	O&M SUPPLIES	43.12
02/24	02/01/2024	77688	591-540-776-000	O&M SUPPLIES	36.65

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
02/24	02/01/2024	77688	590-540-740-001	OFFICE SUPPLIES	36.65
Total STAPLES:					541.15
Total 77688:					541.15
<b>STEPHENS TIRE SERVICE</b>					
02/24	02/01/2024	77689	216-336-930-000	REPAIRS - EQUIPMENT	20.00
02/24	02/01/2024	77689	590-540-776-000	OM&R SUPPLIES NORMAL	964.00
Total STEPHENS TIRE SERVICE:					984.00
Total 77689:					984.00
<b>TEAM FINANCIAL GROUP</b>					
02/24	02/01/2024	77690	101-172-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
02/24	02/01/2024	77690	101-253-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
02/24	02/01/2024	77690	101-260-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
02/24	02/01/2024	77690	101-301-750-001	SOFTWARE MAINTENANCE AGREE'T	24.91
02/24	02/01/2024	77690	101-371-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
02/24	02/01/2024	77690	596-521-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
02/24	02/01/2024	77690	661-575-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
02/24	02/01/2024	77690	101-441-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
02/24	02/01/2024	77690	216-336-750-001	SOFTWARE MAINTENANCE AGREE'T	24.92
02/24	02/01/2024	77690	248-728-776-000	DDA OPERATING SUPPLIES	12.46
02/24	02/01/2024	77690	248-733-956-001	FARMERS MARKET - OTHER EXPENS	12.46
02/24	02/01/2024	77690	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
02/24	02/01/2024	77690	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	24.92
Total TEAM FINANCIAL GROUP:					299.00
Total 77690:					299.00
<b>THE FRAME SHOPPE</b>					
02/24	02/01/2024	77691	101-101-801-000	CONTRACTED SERVICES	135.44
Total THE FRAME SHOPPE:					135.44
Total 77691:					135.44
<b>THOMAS SCIENTIFIC</b>					
02/24	02/01/2024	77692	590-540-776-001	LAB SUPPLIES	40.46
02/24	02/01/2024	77692	590-540-776-001	LAB SUPPLIES	51.52
Total THOMAS SCIENTIFIC:					91.98
Total 77692:					91.98
<b>TRACE ANALYTICAL LABORATORIES, INC</b>					
02/24	02/01/2024	77693	591-540-777-001	WATER TESTING	43.50
02/24	02/01/2024	77693	591-540-777-001	WATER TESTING	43.50

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total TRACE ANALYTICAL LABORATORIES, INC:					87.00
Total 77693:					87.00
<b>TUSCOLA CO. FIREFIGHTERS ASSOC</b>					
02/24	02/01/2024	77694	216-336-960-000	EDUCATION & TRAINING	125.00
Total TUSCOLA CO. FIREFIGHTERS ASSOC:					125.00
Total 77694:					125.00
<b>TUSCOLA COUNTY</b>					
02/24	02/01/2024	77695	101-257-801-000	CONTRACTED SERVICES	2,433.17
Total TUSCOLA COUNTY:					2,433.17
Total 77695:					2,433.17
<b>TUSCOLA COUNTY FIRE CHIEF'S ASSOC</b>					
02/24	02/01/2024	77696	216-336-960-000	EDUCATION & TRAINING	25.00
Total TUSCOLA COUNTY FIRE CHIEF'S ASSOC:					25.00
Total 77696:					25.00
<b>TUSCOLA COUNTY FIRE INSTRUCTORS ASSN</b>					
02/24	02/01/2024	77697	216-336-960-000	EDUCATION & TRAINING	758.00
Total TUSCOLA COUNTY FIRE INSTRUCTORS ASSN:					758.00
Total 77697:					758.00
<b>TUSCOLA COUNTY RIGHT TO LIFE</b>					
02/24	02/01/2024	77698	101-000-675-000	MISC INCOME	150.00
Total TUSCOLA COUNTY RIGHT TO LIFE:					150.00
Total 77698:					150.00
<b>TUSCOLA COUNTY TREASURER</b>					
02/24	02/01/2024	77699	101-000-415-000	TAX CHARGE BACK	30.55
02/24	02/01/2024	77699	101-000-228-001	DUE TO CTY - STATE EDUCATION	1,964.47
02/24	02/01/2024	77699	101-000-222-000	DUE TO CTY - COUNTY OPERATING	1,281.47
02/24	02/01/2024	77699	101-000-222-005	DUE TO COUNTY - INTEREST	53.69
02/24	02/01/2024	77699	101-000-222-005	DUE TO COUNTY - INTEREST	82.28
02/24	02/01/2024	77699	101-000-222-004	COUNTY SPECIALS	122,683.25
Total TUSCOLA COUNTY TREASURER:					126,095.71
Total 77699:					126,095.71



GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
<b>TUSCOLA INTERMEDIATE SCHOOL</b>					
02/24	02/01/2024	77700	101-000-234-000	DUE TO INTERMEDIATE SCHOOLS	118,324.75
Total TUSCOLA INTERMEDIATE SCHOOL:					118,324.75
Total 77700:					118,324.75
<b>UIS SCADA</b>					
02/24	02/01/2024	77701	591-540-801-000	CONTRACTED SERVICES	486.00
02/24	02/01/2024	77701	591-540-750-000	WATER TECHNOLOGY	358.00
Total UIS SCADA:					844.00
Total 77701:					844.00
<b>USA BLUEBOOK</b>					
02/24	02/01/2024	77702	590-540-776-001	LAB SUPPLIES	44.85
02/24	02/01/2024	77702	590-540-776-001	LAB SUPPLIES	976.16
02/24	02/01/2024	77702	591-540-776-000	O&M SUPPLIES	1,440.37
02/24	02/01/2024	77702	590-540-776-001	LAB SUPPLIES	44.85
Total USA BLUEBOOK:					2,506.23
Total 77702:					2,506.23
<b>W W WILLIAMS</b>					
02/24	02/01/2024	77703	590-545-801-000	CONTRACTED SERVICES	485.00
02/24	02/01/2024	77703	590-545-801-000	CONTRACTED SERVICES	485.00
02/24	02/01/2024	77703	590-545-801-000	CONTRACTED SERVICES	500.00
Total W W WILLIAMS:					1,470.00
Total 77703:					1,470.00
<b>WATER SOLUTIONS UNLIMITED</b>					
02/24	02/01/2024	77704	591-540-776-000	O&M SUPPLIES	3,708.25
02/24	02/01/2024	77704	590-540-776-004	CHEMICAL SUPPLIES FOR PLANT	1,150.00
Total WATER SOLUTIONS UNLIMITED:					4,858.25
Total 77704:					4,858.25
<b>WITMER PUBLIC SAFETY GROUP</b>					
02/24	02/01/2024	77705	216-336-740-000	OPERATING SUPPLIES	826.08
Total WITMER PUBLIC SAFETY GROUP:					826.08
Total 77705:					826.08
<b>SP USA ENVIRONMENT &amp; INFRASTRUCTURE INC</b>					
02/24	02/01/2024	77706	591-540-801-000	CONTRACTED SERVICES	9,357.88

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total WSP USA ENVIRONMENT & INFRASTRUCTURE INC:					9,357.88
Total 77706:					9,357.88
<b>CONSUMERS ENERGY</b>					
01/24	01/25/2024	800059	591-540-921-000	GAS (UTILITY)	780.83
01/24	01/25/2024	800059	591-540-921-000	GAS (UTILITY)	142.25
01/24	01/25/2024	800059	101-265-921-000	GAS	132.13
01/24	01/25/2024	800059	590-540-921-000	GAS (Consumers Energy)	3,789.13
01/24	01/25/2024	800059	101-265-921-000	GAS	1,522.41
01/24	01/25/2024	800059	591-540-921-000	GAS (UTILITY)	16.00
01/24	01/25/2024	800059	591-540-921-000	GAS (UTILITY)	22.14
01/24	01/25/2024	800059	248-728-921-000	GAS	29.90
Total CONSUMERS ENERGY:					6,434.79
Total 800059:					6,434.79
<b>DTE ENERGY</b>					
01/24	01/29/2024	800060	590-540-920-000	ELECTRIC	7,524.28
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	5,087.85
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	225.82
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	189.08
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	567.56
01/24	01/29/2024	800060	591-540-920-000	ELECTRIC - WELLHOUSES	858.06
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	122.34
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	83.88
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	143.33
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	62.43
01/24	01/29/2024	800060	101-265-920-000	ELECTRIC	1,331.16
01/24	01/29/2024	800060	101-703-920-000	ELECTRIC	17.63
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	21.18
01/24	01/29/2024	800060	101-265-920-000	ELECTRIC	1,271.54
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	426.88
01/24	01/29/2024	800060	101-751-920-000	ELECTRIC	17.63
01/24	01/29/2024	800060	101-751-920-000	ELECTRIC	28.52
01/24	01/29/2024	800060	591-540-920-000	ELECTRIC - WELLHOUSES	1,212.49
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	20.08
01/24	01/29/2024	800060	101-754-920-000	ELECTRIC	40.84
01/24	01/29/2024	800060	204-444-920-000	ELECTRIC - PARKING LOTS	51.25
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	145.99
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	80.21
01/24	01/29/2024	800060	591-540-920-000	ELECTRIC - WELLHOUSES	1,385.35
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	420.16
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	71.79
01/24	01/29/2024	800060	101-751-920-000	ELECTRIC	184.89
01/24	01/29/2024	800060	204-444-920-000	ELECTRIC - PARKING LOTS	88.25
01/24	01/29/2024	800060	101-751-920-000	ELECTRIC	55.35
01/24	01/29/2024	800060	101-441-926-000	STREET LIGHTS - ELECTRIC	203.41
01/24	01/29/2024	800060	591-540-920-000	ELECTRIC - WELLHOUSES	7,456.29
01/24	01/29/2024	800060	204-444-920-000	ELECTRIC - PARKING LOTS	110.07

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
01/24	01/29/2024	800060	248-728-920-000	ELECTRIC	510.89
01/24	01/29/2024	800060	101-753-920-000	ELECTRIC	241.95
01/24	01/29/2024	800060	101-703-920-000	ELECTRIC	32.91
01/24	01/29/2024	800060	248-728-920-000	ELECTRIC	50.14
01/24	01/29/2024	800060	590-545-920-000	ELECTRIC - LIFT STATIONS	57.07
Total DTE ENERGY:					30,398.55
Total 800060:					30,398.55
<b>PITNEY BOWES BANK INC PURCHASE POWER</b>					
02/24	02/01/2024	800061	101-253-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-172-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-260-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-262-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-301-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	204-483-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	216-336-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	590-540-760-000	POSTAGE	377.50
02/24	02/01/2024	800061	591-540-760-000	POSTAGE	377.50
02/24	02/01/2024	800061	596-560-760-000	POSTAGE	226.50
02/24	02/01/2024	800061	661-575-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-371-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-441-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-751-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	101-702-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	202-483-760-000	POSTAGE	37.75
02/24	02/01/2024	800061	203-483-760-000	POSTAGE	37.75
Total PITNEY BOWES BANK INC PURCHASE POWER:					1,510.00
Total 800061:					1,510.00
Grand Totals:					792,860.77

Report Criteria:

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

# CITY OF CARO

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

317 South State Street  
Caro MI 48723  
Phone 989-673-2226  
Fax 989-673-7310  
Website [www.carocity.net](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 31, 2024  
RE: Agenda Item – Food Truck Ordinance

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Members of the Caro City Council,

As you 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 proposed ordinance was read for the First time at our last Council meeting and notice of the Public Hearing has been posted as required to review this ordinance for Second Reading and adoption.

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 consider the proposed Food Truck Ordinance read for a Second time and to approve as Ordinance #486. (With or Without Amendments)
2. Refer the proposed Food Truck Ordinance to the Policy Committee for further review.
3. Postpone for further discussion.
4. Take no action.

**CITY OF CARO**

**ORDINANCE NO. 486**

**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

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 31, 2024  
RE: Agenda Item – Caro Center Water and Sewer Agreement

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Members of the Caro City Council,

As you know, at our last meeting the Council asked for clarification from our City Attorney as to why the indemnification clause was removed from the proposed contracts as it has been boilerplate language for the City in all contracts.

After conferring with the City Attorney, the clarification sought was that the Michigan Attorney General removed the indemnification clauses because it is against the State Constitution for the State of Michigan to indemnify any entity. Specifically, she stated “the State advised that it lacked constitutional authority to enter into an indemnification agreement. This is based on Article 9, § 18 of the Michigan Constitution, which provides, in part, that “the credit of the state shall not be granted to, nor in aid of any person, association or corporation, public or private, except as authorized in this constitution.” This applies to the state and municipalities, which is typically why I will add the language “to the extent permitted by law” if someone wants the City to agree to an indemnification provision. Although there are exceptions in the case law (namely in environmental clean up cases), the broad rule is public bodies should not enter into indemnification agreements before a liability-triggering event has occurred.”

The City Attorney did inform me that in contracts with any private entity we should continue to place indemnification clauses, but in this case it would be unconstitutional. This was the main issue I was charged to clarify, however, if there are others I stand ready to obtain the same.

Your options for motions are:

1. Motion to authorize the Mayor and City Clerk to sign the Caro Center Water and Sewer Agreements 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.

**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.

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

**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.

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**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,

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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  
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**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.

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

**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

## **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:

36310262.5\014484-00034  
87253:00001:200138059-3

# 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 – Heritage Vintage Market  
**DATE:** February 5, 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 hung. We have received a Banner Request from Heritage Vintage Market, May 4 – 20, 2024.

## **Option 1**

Motion to approve the Banner Request from Heritage Vintage Market, May 4 – 20, 2024 pending payment.

## **Option 2**

To deny the Banner Request.

## **Option 3**

To postpone this matter for further discussion.



# CITY OF CARO

## Banner Policy

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

### BANNER REQUEST

NAME JosephPedrotti /Shari Blackburn PHONE 810-308-8398

ORGANIZATION Heritage Vintage Marke

EVENT Spring Pickin's at Tuscola County Fairgrounds

DATE YOU WISH BANNERS TO BE PUT UP 05/04/24

DATE YOU WISH BANNERS TO BE TAKEN DOWN 05/20/24

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

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

Adopted by Council: 04-03-06 Revised 9-19-22

Policy # 06-002

# CITY OF CARO

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CITY CLERK  
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JILL WHITE

**TO:** City Manager/ City Council  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Light Pole Usage Request – Operation Graduation  
**DATE:** February 5, 2024

---

## **Background:**

In the past, City of Caro has allowed Operation Graduation to place banners on the light poles downtown. Per the Mayor's request, I reached out to George Rierson, Caro Schools superintendent to inform him that Operation Graduation must request usage of light poles. I have received a request from Operation Graduation for banner placement again this year. In previous years, DPW has placed the banners and removed the banners.

## **Option 1**

Motion to approve the Light Pole Usage Request from Operation Graduation to place banners on the light poles from May 10 – 24, 2024.

## **Option 2**

To deny the Light Pole Usage Request.

## **Option 3**

To postpone this matter for further discussion.

# CITY OF CARO LIGHT POLE USAGE REQUEST

Date of request 1/31/24  
Contact Person Tisha Bliss Phone 989-325-2660  
Email Tisha\_Bliss01@yahoo.com  
Name of organization Operation Graduation 2024  
Address of organization 1608 Bemington Rd - Caro, MI 48723  
Dates requested May 10<sup>th</sup> - May 24<sup>th</sup> 2024  
Purpose of message Hang Caro Senior class banners

Is this message open to the public Yes  No

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

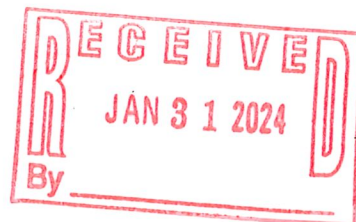
Signature Tisha Bliss Date 1/31/24

## CITY USAGE

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

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

Comments \_\_\_\_\_




# CITY OF CARO

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JILL WHITE

**TO:** City Manager/ City Council  
**FROM:** Randy Heckroth – Fire Chief   
**SUBJECT:** Additional Expense for Medical Vehicle  
**DATE:** February 5, 2024

---

The 2023/2024 budget allocated \$7,300.00 from the Fire Fund Capital Outlay account (216-336-970-000) to install all necessary items on the 2023 Ford Explorer for Medical use. The actual invoice was \$8,410.00, which is \$1,110.00 over the budgeted expense.

The increase was due to market changes from last year to this year and the original quote was a package deal for a Chevy Tahoe. Due to unforeseen circumstances, the vehicle outfitted was a Ford Explorer which does not allow for a package deal; instead, all items are quoted on an individual basis and caused the price to increase.

## Option 1

Approve the additional expense to install all necessary items in the 2023 Ford Explorer in the amount of \$1,110.00 for a total of \$8,410.00.

## Option 2

Postpone this matter.



# GREAT LAKES PUBLIC SAFETY EQUIPMENT

5040 CENTER ST FAIRGROVE MI. 48733

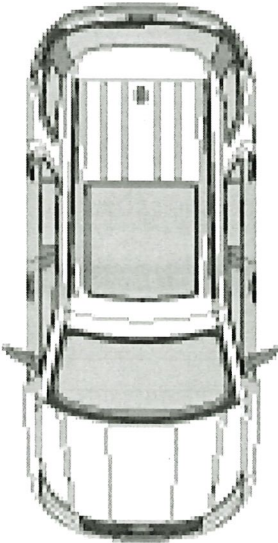
DATE 1 - 31 - 2024

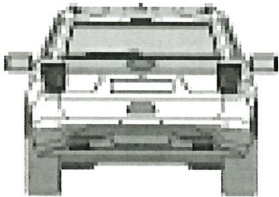
**INVOICE 121241**

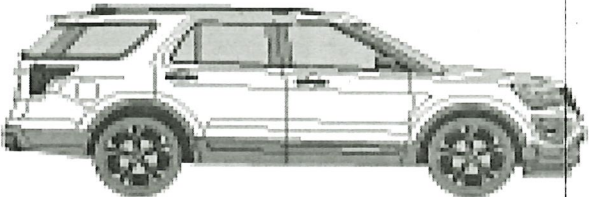
AGENCY INFORMATION		
AGENCY	CITY OF CARO FIRE DEPT	
ADDRESS	317 SOUTH STATE ST	
CITY	CARO	
STATE	MICHIGAN	48723
CONTACT		
PHONE		

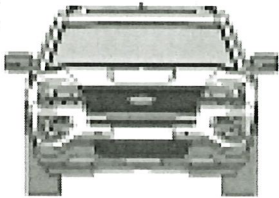
REQUESTED BY	
FIRE CHIEF	
CUSTOMER ID	
CFD 1	
UNIT ID	
MEDICAL CAR	

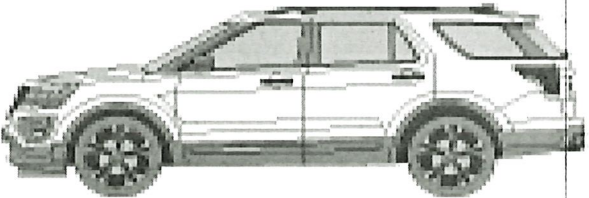
UNIT INFORMATION	
RADIO	MOTOROLA
RADAR	NONE
CAMERA	NONE
MDT	TOUGHBOOK
LIGHT PKG	FULL LIGHTBAR 360











MAKE FORD

MODEL EXPLORER

YEAR 2023

COLOR BLACK  
COLOR RED WRAP

SERVICE		
1	INSTALL FRONT GRILLE LIGHTS	PKG
2	INSTALL SIDE LED FLASHING LIGHTS	PKG
3	INSTALL LIGHTBAR	PKG
4	INSTALL ANTENNAS	PKG
5	INSTALL CENTER CONSOLE WITH EQU.	PKG
6	INSTALL REAR CARGO SAFETY GUARD	PKG
7	INSTALL RADIOS AND FIRE EQUIPMENT	PKG
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
PACKAGE TOTAL		\$1,200.00

PARTS		
1	49" LIGHTBAR	\$1,800.00
2	360 LED LIGHTING	\$1,200.00
3	CENTER CONSOLE	\$725.00
4	SIREN & CONTROL	\$810.00
5	CHARGING STATION	\$200.00
6	DOCKING SYSTEM	\$175.00
7	WRAP / DECALS	\$2,300.00
8		
9		
10		
11		
12		

**LABOR TOTAL** \$1,200.00  
**PARTS TOTAL** \$7,210.00  
**SERVICE CALL**

**TOTAL QUOTE \$8,410.00**

P.O. NUMBER 37365

*Russell Smith*  
 # 216, 536, 970, 062

# CITY OF CARO

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

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JILL WHITE  
PAM ISELER

TO: City Council  
City Manager – Scott Czasak  
FROM: Michele Perry, Treasurer  
SUBJECT: Investment Change  
DATE: January 30, 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
---------------------	--------------	---------------	-----------------	---------------

Independent Bank	13 Weeks	4.60%	512,430.00	2/8/2024
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Attached are the rates from Independent Bank & North Star Bank for the week of January 29, 2024. As of today, I do not have the rates for when this CDARS matures, and I cannot be reinvested in CDARS until February 12, 2024.

**Action:**

Option 1: Instruct the City Treasurer to make an investment of the council's choice.

Option 2: Choose a different investment tool.

Option 3: Deny action of the above CDARS.

# CITY OF CARO

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EMILY CAMPBELL  
JILL WHITE  
PAM ISELER

TO: City Council  
City Manager – Scott Czasak  
FROM: Michele Perry, Treasurer  
SUBJECT: Investment Change  
DATE: January 31, 2024

---

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

Financial Institute	Current Term	Interest Rate	Current Balance	Maturity Date
Huntington Bank	180 days	3.90%	105,652.63	2/8/2024

Attached are the rates from Independent Bank, North Star Bank, Huntington Bank for the week of January 29, 2024. As of today, I do not have the rates for when this CD matures.

**Action:**

Option 1: Instruct the City Treasurer to make an investment of the council's choice.

Option 2: Choose a different investment tool.

Option 3: Deny action of the above CDARS.



Week of January 29, 2024

<u>Certificates of Deposit</u>	<u>Rate</u>
7 – 31 Days	4.65%
32 – 89 Days	4.80%
90 – 119 Days	4.80%
120 – 149 Days	4.75%
150 – 179 Days	4.70%
180 – 269 Days	4.65%
270 – 359 Days	4.55%
360 Days	4.40%
18 Months	4.21%
24 Months	4.02%

Penalty for early withdrawal

<u>CDARS</u>	<u>Rate</u>
4 Weeks (28 Days)	4.40%
13 Weeks (91 Days)	4.40%
26 Weeks (182 Days)	4.25%
52 Weeks (364 Days)	4.00%
2 Years (728 Days)	3.57%
3 Years (1092 Days)	3.35%
5 Years (1820 Days)	3.00%

CDARS orders must be placed by 12:00pm on Mondays for Thursday settlement

Penalty for early withdrawal

<u>Business Flex Checking</u>	<u>Rate</u>
\$0-\$99,999.99	0.40%
\$100,000-\$249,999.99	1.15%
\$250,000-\$499,999.99	1.85%
\$500,000-\$999,999.99	2.45%
\$1,000,000-\$2,499,999.99	3.05%
\$2,500,000+	3.70%

<u>Insured Cash Sweep (ICS)</u>	<u>Rate</u>
ICS (0-\$499,999.99)	0.95%
ICS (\$500,000-\$999,999.99)	1.75%
ICS (\$1,000,000-\$2,499,999.99)	2.70%
ICS (\$2,500,000+)	3.75%

<u>Money Market Savings</u>	<u>Rate</u>
\$0-\$99,999.99	0.45%
\$100,000-\$249,999.99	1.30%
\$250,000-\$499,999.99	1.90%
\$500,000-\$999,999.99	2.40%
\$1,000,000-\$2,499,999.99	2.85%
\$2,500,000+	3.55%

<u>FDIC Coverage for Government Entities:</u>
\$250,000 Checking
\$250,000 Savings/CD
\$500,000 total available
CDARS and ICS fully FDIC Insured

CD interest is non-compounding and paid at maturity.

Government Banking

**West Michigan**  
Jeff Case, ACPFIM  
616.902.7493  
[jcase@ibcp.com](mailto:jcase@ibcp.com)

**East Michigan**  
Ben Stone, CTP, ACPFIM  
248.743.7329  
[bstone@ibcp.com](mailto:bstone@ibcp.com)

TreasuryONE Support | 800.530.3719 | [tm\\_client\\_support@ibcp.com](mailto:tm_client_support@ibcp.com)

## Weekly Rates

Julie L. Smith <julie.smith-northstarathome.com+northstarbank.ccsend.com@ccsend.com>

Mon 1/29/2024 8:15 AM

To: Michele Perry <mperry@carocity.net>

January 29, 2024

## WHO YOU BANK WITH MATTERS

With greater attention on the banking industry in recent weeks, we are reaching out to bring awareness of two proven deposit service offerings at Northstar Bank - **ICS and CDARS** from the IntraFi network. These services are designed for those looking to **expand protection beyond the standard FDIC insurance coverage**. Most importantly, both programs provide peace of mind on deposit safety while earning a competitive interest rate and providing access through a single bank relationship. Plus, funds placed in CDARS and ICS stay local to support and build a stronger community.

If you would like more information on how we can help you manage multiple accounts with additional FDIC insurance coverage, please contact us.

## PUBLIC FUNDS WEEKLY RATES

### CD TERMS & RATES

30 Days 3.80%  
60 Days 3.95%  
90 Days 4.10%  
120 Days 4.25%  
150 Days 4.40%  
180 Days 4.55%  
210 Days 4.45%  
270 Days 4.35%  
365 Days 4.25%  
18 Month 4.10%  
2 Year 3.95%  
3 year 3.80%

ICS RATE  
2.65%

### WIRE INSTRUCTIONS

Northstar Bank  
1960 Fred Moore Hwy.  
St. Clair, MI 48079  
Routing # 072414064  
FBO: Account name  
Account #

[Learn More](#)

### CDARS TERMS & RATES

4 Weeks 3.65%  
13 Weeks 3.95%  
26 Weeks 4.40%  
52 Weeks 4.10%

Please contact us for our competitive rates.  
We look forward to working with you!

**BOBBIE J. FISHER**  
Public Funds Officer  
810.329.7102  
[bobbie.fisher@northstarathome.com](mailto:bobbie.fisher@northstarathome.com)

**JULIE L. SMITH**  
Public Funds Account Specialist  
810.329.7104  
[julie.smith@northstarathome.com](mailto:julie.smith@northstarathome.com)

[Contact Us](#)

## City of Caro CD rates

Aron Kominars <Aron.M.Kominars@huntington.com>

Tue 1/30/2024 9:47 AM

To: Michele Perry <mperry@carocity.net>

Cc: Tara A Ressler <Tara.Ressler@huntington.com>; Government Customer Service <governmentcustomerservice@huntington.com>

Hi Michelle,

Thanks for reaching out. CD rates as of today are 4% for 4 months – 12 months.

Thanks

Aron

Aron Kominars – Vice President, Senior Government Banking Relationship Manager

**Huntington National Bank**

Email: [Aron.M.Kominars@Huntington.com](mailto:Aron.M.Kominars@Huntington.com) | Direct: 248-228-1670 |

Mailing Address | 2025 Woodward Ave, Detroit, MI, 48226



Internal Use

Internal Use

From: Michele Perry <mperry@carocity.net>

Sent: Tuesday, January 30, 2024 8:55 AM

To: Aron Kominars <Aron.M.Kominars@huntington.com>

Subject: CD rates

**Huntington Security Checkpoint: External email. Please make sure you trust this source before clicking links or opening attachments.**

Good morning Aron,

We have a CD maturing on 2/8/24 so I was wondering if you could provide me with interest rates?

Thank you

*Michele Perry, CPFIM*

*City Treasurer*

*City of Caro*

*317 S. State Street*

*Office: (989) 673-7671 Ext. 5224*

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

City of Caro					
List of Investments					
For Fiscal Year 2023-2024					
As of January 30, 2024					
To: City Council					
From: Michele Perry, City Treasurer					
Financial Institute	Term	Interest/ Dividend Rate	Balance	Maturity Date	Total
<b>Huntington</b>					
1009 Business Checking			940.00		
1038 Municipal Now Checking 2			17,197.81		
7279 Certificate of Deposit	180 days	3.90%	105,652.63	2/8/2024	
					123,790.44
<b>Frankenmuth Credit Union</b>					
Regular Savings		0.02%	5.01		
Business Savings		0.10%	0.00		
Plus Savings		4.00%	2,542,547.69		
FICA Business		1.00%	171,085.10		
Business All-In (Fire Ins W/H)		0.99%	80.77		
Mega Money Market		1.43%	11,922.48		
Five Star Checking		0.30%	2,697,061.61		
Two Star Checking		0.00%	0.00		
301 Certificate of Deposit	7 Month	5.13%	255,422.37	2/19/2024	
302 Certificate of Deposit	7 Month	5.13%	255,422.37	2/19/2024	
					5,933,547.40
<b>Independent Bank</b>					
Insured Cash Savings Account		2.70%	1,041,732.57		
Business Checking			1,000.00		
2448 Certificate of Deposit	4 Months	4.80%	240,559.08	4/7/2024	
2457 Certificate of Deposit	4 Months	4.80%	240,469.36	4/7/2024	
7028 Certificate of Deposit	6 Months	4.80%	240,861.85	6/18/2024	
3974 Certificate of Deposit	4 Months	4.75%	240,365.51	5/6/2024	
CDARS 9541	13 Weeks	4.60%	512,430.00	2/8/2024	
CDARS 1164	26 Weeks	4.55%	520,000.00	6/6/2024	
CDARS 0552	13 Weeks	4.55%	507,165.48	2/29/2024	
CDARS 3405	26 Weeks	4.60%	1,030,000.00	5/16/2024	4,574,583.85
<b>Northstar Bank</b>					
Municipal checking			18.68		
CDARS	52 Weeks	4.18%	292,843.06	1/16/2025	
					292,861.74
<b>Team One Credit Union</b>					
Business Savings			8.40		
Investment Account					
Cash & Cash Equivalents			62,974.32		
Wells Fargo Bank - CD		4.75%	131,000.00	1/22/2025	
Bank of America - CD		4.70%	130,000.00	1/23/2025	
Goldman Sachs Bank USA new York NY CD		5.00%	250,000.00	5/14/2024	
Morgan Stanley Bank NA Salt Lake City UT CD		5.10%	250,000.00	5/16/2024	
					823,982.72
<b>State Savings Bank</b>					
Insured Cash Savings Account		2.80%	185,681.58		
Business Checking		2.80%	250,594.52		
					436,276.10
<b>Total Investments</b>					<b>12,185,042.25</b>

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

MAYOR  
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CITY COUNCIL  
EMILY CAMPBELL  
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PAMELA ISELER  
CHARLOTTE KISH  
DOREEN OEDY  
JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Monday, January 16, 2024  
RE: 2024 Goals

---

Members of the City Council,

As part of my annual review process, I have been charged to determine a set of goals for myself in this office over the course of the next year until my next annual evaluation. After giving the matter due consideration I have developed the following list, along with my reasons for their inclusion.

1. Develop new projects and programming for the City of Caro.

During my first year as City Manager, I was involved in a lot of cleanup of previous projects and priorities from my predecessors, which is to be expected in any turn over. I am proud of how many of these projects have been completed after just one year, so much so that the whiteboard in my office is empty and ready for me to build ideas as the Administration builds the Fiscal Year 2024/25 budget. I already am developing several projects and also have prioritized working with our new MSU Extension partners to develop programming to increase usage of our City Parks.

2. Expand my horizons through continuing education.

To be honest, this is probably a goal which will remain on my to do list for the entirety of my time here in Caro. Since I started, I have become an active member of both the Michigan Municipal Executives and the Michigan Planning Association in order to grow my skillset in both aspects of my job and in order to learn as much as I can to bring back to my position. I am also scheduled to take part in both the MSU Extension Zoning Administrator training and the SVSU Certified Public Manager program in 2024. In addition, I will be exploring the requirements in order to become a Certified Manager through the ICMA.

3. Successfully develop and implement the Fiscal Year 2024/2025 Budget.

Last year's budget process was my first one within the City and between my own observations, feedback from both Council and staff, I can certainly appreciate there is room for improvement and tightening up the process. Improving how the budget is developed and ensuring it is implemented as best as possible is always a priority for me and I look forward to doing so as we work on next year's budget.

4. Recommend changes to City Policies and Ordinances for Council Consideration.

My first year here in Caro was dedicated to learning, because as I stated during my hiring process, I do not see myself as someone who should roll into town and start telling this City how I think things should be done. I wanted to take the time to listen to Council, residents, business owners, staff, and as many other stakeholders as possible in order to get a handle on what the issues are which need to be addressed. After taking a year to do so I have identified a few areas of concern which I believe we can work on to improve our ordinances in order to address issues. The three areas I have identified so far are camping, lighted signs, and rental inspections. I have already begun to investigate how other communities handle these issues, and look for how we can adopt best practices here in Caro.

5. Be worthy of a contract renewal.

When I began here, I was signed to a two-year contract, and at the end of 2024 the Council and I will either choose to renew the contract, or to part company. I would like to think over the course of the next year things will continue to move in a positive direction so that this time next year we have signed a new contractual relationship. When I started here I said I wanted to end the cycle of short term City Managers, and I stand by that desire, however where we go at the end of 2024 is

This list is just the beginning, and I could get into granular detail on many things rolling around my brain to do over the next year, however, I am not just thinking about the next year, but what I can do over the two years, five years, and beyond. Part of being a successful City Manager, at least to me, is not imposing a vision on a city, but making the vision the City has for itself to be the best it possibly can be. I am just part of this city's journey, and that journey will continue long after my time here ends, no matter how long that time may be. At the end of the day, I seek only to make a positive impact on Caro during my time here, and that is the only goal that really matters.

# CITY OF CARO

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CITY ATTORNEY  
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JILL WHITE

**TO: City Council**  
**FROM: Karen Snider – Mayor**  
**SUBJECT: Mayor’s Report**  
**DATE: February 5, 2024**

The City Clerk and I prepared the Council agenda on February 1 for the February 5 council meeting.

I called a Special Meeting of the Council on January 31, 2024, to accept the resignation of Michele Perry – City Treasurer. The council voted to accept and post the position. This will ensure an expedient and efficient transition.

I attended Rotary on January 15, 2024 and the program was presented by Dr. Mark Strzelewicz of Caro Veterinary Clinic. It was very informative and one interesting point was the danger involved if you give your dogs peas.

A retirement breakfast was held at Beagio’s in Kingston on January 17 to honor Steve Erickson, Executive Director of Tuscola County Economic Development Corporation (EDC). Mr. Erickson served as the executive director of EDC for 12 years. On behalf of Caro City Council, I presented Mr. Erickson with a resolution. Also present was City Manager Czasak and City Clerk Papp.

I attended Rotary on January 22 and the speaker was Chris from the Tuscola Behavioral Health Services Peer Support Program. He spoke on mental health and his own experiences.

Parks and Recreation was held on January 23 and I had the opportunity to attend. Discussion included mainly the Easter Egg Hunt, Spring clean-up and capital Improvement priorities.

The Planning Commission meeting was held on January 23 and I attended to hear the discussion regarding Marihuana Ordinances Measuring Standard and the use of a waiver.

I attended the fundraiser for the Tuscola County Pumpkin Festival at the American Legion Hall on January 27 and they had a great turnout. I was pleased to see other council members attending as well as the city manager and fire chief.

Rotary was held on January 29 with guest speakers being Brian and Deb, Peer Support Specialists from Tuscola Behavioral Health Systems. There will be a Pool Party to celebrate the Rotary Club of Caro on March 3 from 12:30 PM- 2:30 PM at Caro Community Pool, 301 N Hooper Street, Caro, MI. Please bring your kids, grandkids, friends, etc.

Mayor Karen Snider

# CITY OF CARO

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JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, January 31, 2024  
RE: City Manager's Report

---

Members of the Caro City Council,

I write this report from the Michigan Municipal Executive's Winter Institute in Lansing, where I am thoroughly engrossed in sessions which have opened up new possibilities going forward which can be of a great benefit to the City of Caro. Already I have been to sessions on large redevelopment projects in other cities and how they made both the good and the bad move forward, a review of ethical issues for municipal managers, infrastructure planning and disaster response planning. Going forward I am looking forward to sessions on employee relations, stress management, and a review of current issues at the state and federal level which will affect municipalities both directly and indirectly.

On the local front, the bids for the sand volleyball courts and the bracing for the rear wall of City Hall are in and are being reviewed. I anticipate placing the recommended bidder for each project before Council at the next meeting. These serve as the last major projects we planned for this year, which lead into the beginning of planning for projects for the next fiscal year as we move forward in the budget process. I have begun the review of our Capital projects as we begin the budget process.

Additionally, in addition to my usual meetings with residents, business owners and Rotary attendance, I sat in on the State Historical Commissions review of the proposal to add the home on Almer Street to the National Historic Registry. It was a fascinating presentation on the history of the building, noteworthy to me was the home had the first burglar alarm in the City, the girls' basketball team played inside the home in the past, and the pool not only was the community pool, but in a fire emergency was emptied to supplement the fire department in the past! I am pleased to inform Council the petition was unanimously approved and the home will now be the first in Caro to be placed on the National Historic Registry, but hopefully not the last!

Of note, I will be out of the office this week Thursday and Friday for Zoning Administrator certification. The Administration is entering the busy budget season, and will be working diligently to plan for the future!



# CITY OF CARO

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JILL WHITE

**TO:** City Council/City Manager  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Clerk’s Report  
**DATE:** February 5, 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). The clerk’s office has been receiving ballots.
- 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.
- 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 Election Commission meeting was held January 17, 2024.
- Attended Tuscola County Clerks Association Meeting January 18, 2024.
- Facilitated the Bid Openings in the absence of the City Manager on January 30, 2024. We received 2 bids for each project. The City Manager will review the bids.
- Attended Early Voting Training on January 31, 2024.
- The Public Accuracy Testing that was scheduled for February 2, 2024 will have to be rescheduled due to equipment issues.