

**AGENDA  
REGULAR MEETING OF THE CARO CITY COUNCIL  
SEPTEMBER 5, 2023, 6:30 P.M.**

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

**AGENDA APPROVAL**

**PUBLIC COMMENTS/VISITORS:**

**PRESENTATION:**

**COMMUNICATION:**

1. Tuscola County EDC Letter – August 24, 2023

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – August 21, 2023
2. Invoices

**REGULAR AGENDA:**

1. Banner Request – Tuscola County Relay for Life, September 10 – 24, 2023
2. Human Development Commission Ribbons Request
3. Resolution – Jim McLoskey
4. Street Brush Attachment - DPW
5. Design Services for Columbia Street Project Bids
6. Replacement of ½ of DPW Parking Lot Bids
7. HVAC System Maintenance Bids
8. Installation of Garage Doors and Man Door in Fire Hall Bids

**ITEMS PENDING/POSTPONED:**

1. Tuscola County EDC Funding Request

**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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Empowering Leaders in Agriculture, Manufacturing, and Clean Energy

141 S Almer St, Caro, MI 48768 • (989) 673 - 2849 • [www.tuscolacountyedc.org](http://www.tuscolacountyedc.org) • [directorerickson@tuscolaedc.org](mailto:directorerickson@tuscolaedc.org)

August 24, 2023

Caro City Council  
c/o Mayor Karen Snider  
c/o City Manager Scott Czasak  
317 S State St.  
Caro, MI 48723

Dear Caro City Council, Mayor Karen Snider and Manager Scott Czasak:

The City of Caro's partnership with the Tuscola County Economic Development Corporation has allowed amazing things to happen in the City of Caro. Our location in Caro contributes to the City of Caro and its businesses being one of the greatest recipients of both monies and services from the EDC:

Access to financial moneys through grants and loans:

- Grants providing over \$100,000 for the demolition of the former police and fire station.
- \$19,000 in funding for the DTE power pole replacement program
- Potential million dollars worth of grants for the Caro Dam restoration
- \$149,700 in small business revitalization grant and loan funding to local businesses including StarBrite, The Sub Shop, Thumb Meat Market, Himelhoch Bed and Breakfast, Premier Lawn and Garden, The Strand Theatre, and Time Out.
- \$150, 000 in revolving loan funding to Himelhoch, Strand Theatre and Beyond Wellness Center
- Over \$25,000 in brownfield restoration work for the Thumb Meat Market
- \$2,760,000 in private investment in Caro businesses as a result of our small business revitalization and revolving loan programs
- Assistance with the regional Child Care improvement grant

Assistance in locating businesses and organizations in the Caro Area:

- Building found for the DDA Office through Kelly and Co. Real Estate
- Building found for Whimsical Spirits store downtown
- Helped find building and negotiate lease for new Mexican restaurant at the former Big Boy location

Business services:

- Small business counseling to new and existing businesses
- Assistance for Larsen Graphics tax abatement approval
- Retention calls to Poet, Tj, Wow Plastics and others
- Working with the new owners of the Hooper Street office building



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- Work with Tech Center staff and students in the Ag Advantage program

Service with other governmental organizations:

- Executive committee members serve on the County Brownfield Redevelopment Authority
- Staff serve on the Land Bank and Parks and Recreation Boards
- Serves as a liaison for DTE, Consumers Energy and TEC Advantage
- Schedule EDC Roundtable sessions with municipal managers
- Use of the EDC conference room to MEDC, MDARD and Michigan Works

Promotion:

- Feasibility study done for the campaign to save the new Caro Regional Center
- Provide public relations and support for the Tuscola Area Airport
- Provide Facebook coverage of Farmers Market and businesses

Leadership/personal development:

- LEAD Tuscola leadership training program utilized by residents and workers in the Caro Area

The EDC relies on the support and donations of local government and businesses to pay our staff and cover our expenses so we can provide these services to your community. Since State and Federal administrative costs for project grants have significantly decreased, that places even more importance on receiving local community support.

Our request for \$9,500 represents about 2 weeks' worth of expenses at the EDC. We respectfully request this allocation so we can continue to provide you this level of service. If you have any other questions about the services we provide or the allocation request, please contact us at the number above.

Thank you for your consideration,

Stephen Erickson  
Executive Director

Gary Fritz  
Board Chair

**REGULAR MEETING OF THE CARO CITY COUNCIL**  
**August 21, 2023, 6:30 P.M.**  
**Council Chambers, 317 S. State St., Caro, MI 48723**

Mayor Karen Snider called the regular meeting of the City Council to order on August 21, 2023, at 6:30 p.m. in the Council Chambers.

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

Absent: None

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, Michele Perry – City Treasurer, Brian Newcomb – Police Chief, Tom Reese – DPW Superintendent, David Dienes II – WWTP Superintendent and other guests

**AGENDA APPROVAL**

**23-M-162**

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

**Motion Carried.**

**PUBLIC COMMENT/VISITORS:**

Tanya Batschke – Commented on the marijuana grow licenses.

Don Hall – Commented on the marijuana grow licenses.

**PRESENTATION:** None

**COMMUNICATIONS:**

1. Charter Communications – Upcoming Changes (2)
2. Planning Commission Meeting Minutes – August 8, 2023
3. Parks & Recreation Committee Meeting Minutes – August 15, 2023

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – August 7, 2023
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 Report– Tom Reese
  - E. WWTP Superintendent Report – David Dienes II
  - F. Municipal Parking Violations Bureau Report – Rita Papp

**23-M-163**

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

**Motion Carried.**

**REGULAR AGENDA:** (action required)

1. Planning Commission Member Removal

**23-M-164**

**Motion by Kish, seconded by Eschenbacher to approve the request of the Clerk and remove Walter Szostak from the Planning Commission with regrets and authorize the Clerk to advertise the vacancy.**

**Motion carried.**

2. Planning Commission Recommendations, Special Land Use – Emerald Thumb LLC

**23-M-165**

**Motion by Eschenbacher, seconded by Oedy to approve the Special Land Use request of Emerald Thumb, LLC for an Adult-Use Marijuana Processing facility at 1347 Prospect Avenue and authorize the City Manager to issue the Adult-Use Processing Marijuana License.**

**Roll call vote: Campbell – yes, Eschenbacher – yes, Iseler – no, Kish – no, Oedy – yes, White – yes, Mayor Snider - no**

**Motion carried.**

3. Generator Maintenance Bids

**23-M-166**

**Motion by Eschenbacher, seconded by Kish to accept the bid of W.W. Williams to provide maintenance for the City of Caro's generators for the amount of \$14,965.00 and authorize the City Manager to execute all necessary documents.**

**Motion carried.**

4. WSP Change Order – Well Drilling

**23-M-167**

**Motion by Eschenbacher, seconded by Oedy to authorize the City Manager to sign Change Order #3 from WSP USA Environment & Infrastructure, Inc. and transmit the same, and to adjust the FY 2023/2024 budget by increasing account number 592-557-801-000, Contracted Services, by \$41,596.00, and transferring \$41,596.00 from the Water Fund Balance.**

**Motion carried.**

5. Tuscola County Economic Development Corporation Funding Request

**23-M-168**

**Motion by Kish, seconded by Mayor Snider to approve an amended donation request from Tuscola County Economic Development Corporation in the amount of \$6,500.00.**

**Roll call vote: Eschenbacher – no, Iseler – no, Kish – yes, Oedy – no, White – no, Campbell – no, Mayor Snider – yes.**

**Motion failed.**

**23-M-169**

**Motion by Iseler, seconded by White to postpone the matter of the Tuscola County Economic Development Corporation Funding Request.**

**Motion carried.**

6. Marijuana Grow Licenses Discussion

Discussion followed.

**23-M-170**

**Motion by White, seconded by Iseler to deny any further licensing changes and to continue with the current ordinances.**

**Motion carried**

**ITEMS PENDING/POSTPONED: None**

**COMMITTEE/LIAISON POSITION REPORTS:**

1. Economic Development Corporation (Mayor Snider) – No meeting.
2. Chamber of Commerce (Manager) – Chamber of Commerce discussed the golf outing, ribbon cuttings, fundraising, Gingerbread Festival & Ollies Grand Opening schedule for August 30, 2023.
3. Downtown Development Authority (Kish) – No meeting.
4. Fair Board (Iseler) – No meeting.
5. Parks & Recreation (White) – Parks & Recreation discussed Atwood Park, Sled Lending, and donation received.
6. Planning Commission (Eschenbacher) – Discussed Emerald Thumb LLC Special Land Use.
7. Tuscola County Board of Commissioners (Iseler) – No report.
8. Zoning Board of Appeals (Mayor Snider) – No meeting.
9. Indianfields Township (Manager) – Indianfields Township discussed road work, copiers, golf cart purchase, tax abatement request, renewal of assessor contract, and held a Special Meeting for Marijuana ordinance.
10. Almer Township (Campbell) – No report.

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

Highlighted the Exchange Forest Walk and thanked the Council members that attended.

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

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

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

Council commented on the Aging Report and requested a shorter version of it.

**ADDITIONAL PUBLIC COMMENT:**

Al Michel – Commented on Tuscola County Economic Development, Farmers Market, Flea Market at Caro Rental, Weeds, and old police station demo.

Tanya Batschke – Commented on Farmers Market, and the Marijuana Licenses Request.

Bianca (Adessa Gardens) – Commented on the Marijuana Licenses Request.

Don Hall – Commented on the Marijuana License Request and his past Council Term.

**CLOSED SESSION: Discuss Clerk & Treasurer Employment Evaluations – MCL 15.268 Sec 8(1)(a)**

**23-M-171**

**Motion by Eschenbacher, seconded by White that the Council meet in closed session under MCL 15.268 Section 8(1)(a) of the Open Meetings Act to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent.**

**Motion carried.**

Recessed to closed session at 7:40 p.m.

Reconvened at 8:53 p.m.

**23-M-172**

**Motion by Eschenbacher, seconded by Kish to adjourn the meeting at 8:54 p.m.**

**Motion carried.**



Rita Papp  
City Clerk

## Report Criteria:

Report type: GL detail

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

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>BERGER CHEVROLET INC.</b>				
08/23	08/22/2023	77048	536-336-991-000	11,877.68
Total BERGER CHEVROLET INC.:				11,877.68
Total 77048:				11,877.68
<b>TUSCOLA COUNTY TREASURER</b>				
08/23	08/23/2023	77049	101-000-223-000	40,725.84
08/23	08/23/2023	77049	101-000-222-000	26,567.16
Total TUSCOLA COUNTY TREASURER:				67,293.00
Total 77049:				67,293.00
<b>AFLAC</b>				
08/23	08/30/2023	77050	101-000-231-005	728.15- V
09/23	09/05/2023	77050	101-000-231-005	728.15
Total AFLAC:				.00
Total 77050:				.00
<b>ALLEN SUPPLY CO.</b>				
08/23	08/30/2023	77051	101-691-970-000	2,250.00- V
09/23	09/05/2023	77051	101-691-970-000	2,250.00
Total ALLEN SUPPLY CO.:				.00
Total 77051:				.00
<b>ALS GROUP USA, CORP</b>				
09/23	09/05/2023	77052	590-567-777-000	2,200.00
Total ALS GROUP USA, CORP:				2,200.00
Total 77052:				2,200.00
<b>AMAZON CAPITAL SERVICES</b>				
09/23	09/05/2023	77053	101-301-744-000	39.55
09/23	09/05/2023	77053	590-567-776-000	262.28
09/23	09/05/2023	77053	101-301-776-000	12.95
09/23	09/05/2023	77053	242-728-740-000	129.99
09/23	09/05/2023	77053	101-301-744-000	80.19
09/23	09/05/2023	77053	101-441-742-000	28.50
09/23	09/05/2023	77053	592-557-742-000	28.50
09/23	09/05/2023	77053	101-301-742-000	25.98
09/23	09/05/2023	77053	101-301-742-000	283.42



GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
09/23	09/05/2023	77053	101-172-740-000	3.79
09/23	09/05/2023	77053	101-260-740-000	3.79
09/23	09/05/2023	77053	101-253-740-000	3.79
09/23	09/05/2023	77053	101-301-740-000	3.79
09/23	09/05/2023	77053	101-400-740-000	3.79
09/23	09/05/2023	77053	101-441-776-001	3.79
09/23	09/05/2023	77053	596-521-740-000	3.78
09/23	09/05/2023	77053	101-691-740-000	3.79
09/23	09/05/2023	77053	101-748-740-000	3.79
09/23	09/05/2023	77053	242-728-740-000	3.79
09/23	09/05/2023	77053	536-336-740-000	3.79
09/23	09/05/2023	77053	590-567-776-002	3.78
09/23	09/05/2023	77053	592-557-776-000	3.78
09/23	09/05/2023	77053	101-101-740-000	34.64
09/23	09/05/2023	77053	592-557-742-000	40.70
09/23	09/05/2023	77053	101-441-742-000	40.70
09/23	09/05/2023	77053	661-536-776-000	89.90
09/23	09/05/2023	77053	101-172-740-000	24.04
09/23	09/05/2023	77053	101-253-740-000	24.04
09/23	09/05/2023	77053	101-260-740-000	24.04
09/23	09/05/2023	77053	101-265-776-000	24.04
09/23	09/05/2023	77053	536-336-740-000	24.04
09/23	09/05/2023	77053	101-301-740-000	24.04
09/23	09/05/2023	77053	590-567-740-000	24.04
09/23	09/05/2023	77053	592-557-776-000	24.04
09/23	09/05/2023	77053	202-483-740-000	24.04
09/23	09/05/2023	77053	203-483-740-000	24.04
09/23	09/05/2023	77053	242-728-740-000	24.06
09/23	09/05/2023	77053	101-441-776-000	24.06
Total AMAZON CAPITAL SERVICES:				1,435.06
Total 77053:				1,435.06
<b>CIVICPLUS LLC</b>				
09/23	09/05/2023	77054	101-172-801-000	2,809.53
Total CIVICPLUS LLC:				2,809.53
Total 77054:				2,809.53
<b>COMPANION LIFE INSURANCE CO.</b>				
09/23	09/05/2023	77055	242-441-717-000	5.69
09/23	09/05/2023	77055	242-728-717-000	20.75
09/23	09/05/2023	77055	101-371-717-000	4.99
09/23	09/05/2023	77055	101-410-717-000	2.99
09/23	09/05/2023	77055	101-441-717-000	40.70
09/23	09/05/2023	77055	101-691-717-000	2.39
09/23	09/05/2023	77055	202-483-717-000	7.08
09/23	09/05/2023	77055	202-463-717-000	5.99
09/23	09/05/2023	77055	101-172-717-000	61.66
09/23	09/05/2023	77055	101-191-717-000	3.99

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
09/23	09/05/2023	77055	101-253-717-000	17.56
09/23	09/05/2023	77055	101-260-717-000	15.76
09/23	09/05/2023	77055	101-265-717-000	14.36
09/23	09/05/2023	77055	101-301-717-000	113.27
09/23	09/05/2023	77055	596-483-719-000	30.34
09/23	09/05/2023	77055	596-521-719-000	6.72
09/23	09/05/2023	77055	661-536-719-000	23.22
09/23	09/05/2023	77055	101-301-719-000	450.56
09/23	09/05/2023	77055	590-536-719-000	3.36
09/23	09/05/2023	77055	590-567-719-000	94.85
09/23	09/05/2023	77055	590-568-719-000	20.17
09/23	09/05/2023	77055	592-483-719-000	72.09
09/23	09/05/2023	77055	592-536-719-000	3.36
09/23	09/05/2023	77055	592-557-719-000	90.75
09/23	09/05/2023	77055	204-442-719-000	10.08
09/23	09/05/2023	77055	204-483-719-000	10.91
09/23	09/05/2023	77055	242-441-719-000	17.77
09/23	09/05/2023	77055	242-728-719-000	67.88
09/23	09/05/2023	77055	536-336-719-000	70.98
09/23	09/05/2023	77055	590-483-719-000	148.36
09/23	09/05/2023	77055	101-441-719-000	122.59
09/23	09/05/2023	77055	101-691-719-000	6.72
09/23	09/05/2023	77055	202-483-719-000	28.08
09/23	09/05/2023	77055	202-463-719-000	16.81
09/23	09/05/2023	77055	203-463-719-000	20.17
09/23	09/05/2023	77055	203-483-719-000	28.08
09/23	09/05/2023	77055	101-191-719-000	13.71
09/23	09/05/2023	77055	101-253-719-000	53.86
09/23	09/05/2023	77055	101-260-719-000	55.40
09/23	09/05/2023	77055	101-265-719-000	40.33
09/23	09/05/2023	77055	101-371-719-000	18.39
09/23	09/05/2023	77055	101-410-719-000	12.73
09/23	09/05/2023	77055	592-536-717-000	1.20
09/23	09/05/2023	77055	592-557-717-000	32.32
09/23	09/05/2023	77055	596-483-717-000	9.38
09/23	09/05/2023	77055	596-521-717-000	2.39
09/23	09/05/2023	77055	661-536-717-000	6.68
09/23	09/05/2023	77055	101-172-719-000	47.64
09/23	09/05/2023	77055	536-336-717-000	18.75
09/23	09/05/2023	77055	590-483-717-000	40.30
09/23	09/05/2023	77055	590-536-717-000	1.20
09/23	09/05/2023	77055	590-567-717-000	26.12
09/23	09/05/2023	77055	590-568-717-000	7.18
09/23	09/05/2023	77055	592-483-717-000	21.35
09/23	09/05/2023	77055	203-463-717-000	7.18
09/23	09/05/2023	77055	203-483-717-000	7.08
09/23	09/05/2023	77055	204-442-717-000	3.59
09/23	09/05/2023	77055	204-483-717-000	2.69
Total COMPANION LIFE INSURANCE CO.:				2,090.50

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total 77055:				2,090.50
<b>CRYSTAL COATINGS INC</b>				
09/23	09/05/2023	77056	592-557-801-000	100,000.00
Total CRYSTAL COATINGS INC:				100,000.00
Total 77056:				100,000.00
<b>DIESEL TRUCK SALES</b>				
09/23	09/05/2023	77057	661-536-930-000	524.70
Total DIESEL TRUCK SALES:				524.70
Total 77057:				524.70
<b>DIGICOM GLOBAL INC.</b>				
09/23	09/05/2023	77058	536-336-740-000	191.54
Total DIGICOM GLOBAL INC.:				191.54
Total 77058:				191.54
<b>DUNN HARDWARE &amp; SUPPLY, INC.</b>				
09/23	09/05/2023	77059	661-536-776-000	537.20
09/23	09/05/2023	77059	661-536-776-000	390.44
Total DUNN HARDWARE & SUPPLY, INC.:				927.64
Total 77059:				927.64
<b>DURO-LAST</b>				
09/23	09/05/2023	77060	590-567-801-000	600.00
Total DURO-LAST:				600.00
Total 77060:				600.00
<b>ENVIRONMENTAL RESOURCE ASSOC</b>				
09/23	09/05/2023	77061	592-557-777-000	419.97
Total ENVIRONMENTAL RESOURCE ASSOC:				419.97
Total 77061:				419.97
<b>ETNA SUPPLY</b>				
09/23	09/05/2023	77062	592-557-776-000	2,976.00
09/23	09/05/2023	77062	592-557-776-000	1,924.00
09/23	09/05/2023	77062	592-557-776-000	157.00
Total ETNA SUPPLY:				5,057.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total 77062:				5,057.00
<b>FERGUSON ENTERPRISES LLC #3326</b>				
09/23	09/05/2023	77063	590-568-776-001	1,870.53
09/23	09/05/2023	77063	101-441-740-000	3,590.00
Total FERGUSON ENTERPRISES LLC #3326:				5,460.53
Total 77063:				5,460.53
<b>FIRST BANKCARD</b>				
09/23	09/05/2023	77064	101-301-740-000	32.84
09/23	09/05/2023	77064	536-336-740-000	26.44
09/23	09/05/2023	77064	536-336-740-000	65.71
09/23	09/05/2023	77064	536-336-970-000	210.98
09/23	09/05/2023	77064	101-265-776-000	63.59
09/23	09/05/2023	77064	101-265-776-000	3.60
09/23	09/05/2023	77064	592-557-807-000	10.43
09/23	09/05/2023	77064	101-191-740-000	71.09
09/23	09/05/2023	77064	101-191-740-000	61.00
09/23	09/05/2023	77064	101-191-740-000	67.10
09/23	09/05/2023	77064	536-336-930-000	244.25
09/23	09/05/2023	77064	590-567-807-000	13.54
09/23	09/05/2023	77064	590-567-807-000	13.54
09/23	09/05/2023	77064	590-567-807-000	28.64
09/23	09/05/2023	77064	101-441-776-001	32.16
09/23	09/05/2023	77064	592-557-807-000	11.64
09/23	09/05/2023	77064	536-336-740-000	51.60
09/23	09/05/2023	77064	536-336-970-000	.79
09/23	09/05/2023	77064	536-336-740-000	40.70
09/23	09/05/2023	77064	536-336-740-000	79.45
09/23	09/05/2023	77064	536-336-740-000	27.00
09/23	09/05/2023	77064	536-336-970-000	28.82
09/23	09/05/2023	77064	536-336-970-000	49.27
09/23	09/05/2023	77064	536-336-970-000	79.47
09/23	09/05/2023	77064	536-336-970-000	28.11
09/23	09/05/2023	77064	536-336-970-000	148.21
09/23	09/05/2023	77064	536-336-970-000	148.21
09/23	09/05/2023	77064	536-336-970-000	210.98
09/23	09/05/2023	77064	536-336-740-000	56.75
09/23	09/05/2023	77064	536-336-970-000	117.74
09/23	09/05/2023	77064	536-336-970-000	46.92
09/23	09/05/2023	77064	536-336-970-000	76.16
09/23	09/05/2023	77064	536-336-970-000	35.63
09/23	09/05/2023	77064	101-301-961-000	542.47
09/23	09/05/2023	77064	101-301-740-000	32.84
Total FIRST BANKCARD:				2,748.89
Total 77064:				2,748.89

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>FOSTER, SWIFT, COLLINS &amp; SMITH, PC</b>				
09/23	09/05/2023	77065	101-172-801-000	723.50
Total FOSTER, SWIFT, COLLINS & SMITH, PC:				723.50
Total 77065:				723.50
<b>GRAINGER</b>				
09/23	09/05/2023	77066	590-568-776-000	1,094.98
Total GRAINGER:				1,094.98
Total 77066:				1,094.98
<b>HIRSCHMAN OIL SUPPLY INC</b>				
09/23	09/05/2023	77067	661-536-860-000	910.48
Total HIRSCHMAN OIL SUPPLY INC:				910.48
Total 77067:				910.48
<b>JOHN DEERE FINANCIAL</b>				
09/23	09/05/2023	77068	101-441-740-000	1,292.21
09/23	09/05/2023	77068	590-567-801-000	1,375.33
Total JOHN DEERE FINANCIAL:				2,667.54
Total 77068:				2,667.54
<b>JOHN ECKEN</b>				
09/23	09/05/2023	77069	101-691-958-000	100.00
Total JOHN ECKEN:				100.00
Total 77069:				100.00
<b>KEN MARTIN ELECTRIC, INC</b>				
09/23	09/05/2023	77070	101-748-801-000	600.00
Total KEN MARTIN ELECTRIC, INC:				600.00
Total 77070:				600.00
<b>KRISTAL'S HELPING HAND LLC</b>				
09/23	09/05/2023	77071	101-441-801-002	138.34
09/23	09/05/2023	77071	536-336-801-002	54.14
09/23	09/05/2023	77071	101-301-801-002	108.34
09/23	09/05/2023	77071	101-253-801-002	100.28
09/23	09/05/2023	77071	101-260-801-002	100.28
09/23	09/05/2023	77071	101-172-801-002	100.28
09/23	09/05/2023	77071	590-567-801-002	108.34
09/23	09/05/2023	77071	101-441-801-002	138.34

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
09/23	09/05/2023	77071	536-336-801-002	54.14
09/23	09/05/2023	77071	101-301-801-002	108.34
09/23	09/05/2023	77071	101-172-801-002	100.28
09/23	09/05/2023	77071	101-260-801-002	100.28
09/23	09/05/2023	77071	101-253-801-002	100.28
09/23	09/05/2023	77071	590-567-801-002	108.34
Total KRISTAL'S HELPING HAND LLC:				1,420.00
Total 77071:				1,420.00
<b>LAWSON PRODUCTS, INC.</b>				
09/23	09/05/2023	77072	101-265-776-000	62.47
Total LAWSON PRODUCTS, INC.:				62.47
Total 77072:				62.47
<b>MAIN STREET EXPRESS CAR WASH</b>				
09/23	09/05/2023	77073	101-301-801-000	170.00
Total MAIN STREET EXPRESS CAR WASH:				170.00
Total 77073:				170.00
<b>MATTHEW GEORGE WAHL</b>				
09/23	09/05/2023	77074	101-691-958-000	100.00
Total MATTHEW GEORGE WAHL:				100.00
Total 77074:				100.00
<b>MICHIGAN CAT</b>				
09/23	09/05/2023	77075	661-536-776-000	48.60
Total MICHIGAN CAT:				48.60
Total 77075:				48.60
<b>MICHIGAN PIPE &amp; VALVE-SAGINAW</b>				
09/23	09/05/2023	77076	592-557-776-000	2,681.00
09/23	09/05/2023	77076	592-557-776-000	745.00
09/23	09/05/2023	77076	592-557-776-000	582.00
09/23	09/05/2023	77076	592-557-776-000	1,172.00
Total MICHIGAN PIPE & VALVE-SAGINAW:				5,180.00
Total 77076:				5,180.00
<b>MONCHILOV SEWER SERVICE LLC</b>				
09/23	09/05/2023	77077	592-557-801-000	13,750.00
09/23	09/05/2023	77077	590-568-801-000	265.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total MONCHILOV SEWER SERVICE LLC:				14,015.00
Total 77077:				14,015.00
<b>MOORE MOTOR SALES</b>				
09/23	09/05/2023	77078	661-536-930-000	2,954.04
09/23	09/05/2023	77078	661-536-930-000	62.47
09/23	09/05/2023	77078	661-536-930-000	98.42
Total MOORE MOTOR SALES:				3,114.93
Total 77078:				3,114.93
<b>NATIONAL TIME &amp; SIGNAL</b>				
09/23	09/05/2023	77079	590-567-801-000	365.00
Total NATIONAL TIME & SIGNAL:				365.00
Total 77079:				365.00
<b>ODP BUSINESS SOLUTIONS, LLC</b>				
09/23	09/05/2023	77080	101-441-740-000	106.24
09/23	09/05/2023	77080	592-557-740-000	106.24
Total ODP BUSINESS SOLUTIONS, LLC:				212.48
Total 77080:				212.48
<b>ORKIN - 556 SAGINAW</b>				
09/23	09/05/2023	77081	101-265-801-000	1,025.16
Total ORKIN - 556 SAGINAW:				1,025.16
Total 77081:				1,025.16
<b>PAYTON COON</b>				
09/23	09/05/2023	77082	536-336-930-000	9.53
08/23	08/30/2023	77082	536-336-930-000	9.53- V
Total PAYTON COON:				.00
Total 77082:				.00
<b>RON'S REFRIGERATION</b>				
09/23	09/05/2023	77083	590-567-801-000	102.50
08/23	08/30/2023	77083	590-567-801-000	102.50- V
Total RON'S REFRIGERATION:				.00
Total 77083:				.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>ROWE PROFESSIONAL SVS COMP.</b>				
08/23	08/30/2023	77084	592-557-970-000	540.00- V
09/23	09/05/2023	77084	592-557-970-000	540.00
09/23	09/05/2023	77084	204-442-801-000	810.00
08/23	08/30/2023	77084	204-442-801-000	810.00- V
08/23	08/30/2023	77084	202-451-801-001	945.00- V
09/23	09/05/2023	77084	202-451-801-001	945.00
Total ROWE PROFESSIONAL SVS COMP.:				.00
Total 77084:				.00
<b>SECURITY SAFETY PRODUCTS, LLC</b>				
09/23	09/05/2023	77085	101-301-742-000	158.95
08/23	08/30/2023	77085	101-301-742-000	158.95- V
Total SECURITY SAFETY PRODUCTS, LLC:				.00
Total 77085:				.00
<b>TEAM FINANCIAL GROUP</b>				
08/23	08/30/2023	77086	661-536-750-001	27.18- V
08/23	08/30/2023	77086	101-172-750-001	27.18- V
08/23	08/30/2023	77086	101-253-750-001	27.18- V
08/23	08/30/2023	77086	101-260-750-001	27.18- V
08/23	08/30/2023	77086	101-301-750-001	27.18- V
08/23	08/30/2023	77086	101-371-750-001	27.18- V
09/23	09/05/2023	77086	590-567-750-001	27.18
09/23	09/05/2023	77086	592-557-750-001	27.19
09/23	09/05/2023	77086	596-521-750-001	27.19
09/23	09/05/2023	77086	101-253-750-001	27.18
09/23	09/05/2023	77086	101-260-750-001	27.18
09/23	09/05/2023	77086	101-301-750-001	27.18
09/23	09/05/2023	77086	101-371-750-001	27.18
09/23	09/05/2023	77086	101-441-750-001	27.18
09/23	09/05/2023	77086	536-336-750-001	27.18
09/23	09/05/2023	77086	661-536-750-001	27.18
09/23	09/05/2023	77086	101-172-750-001	27.18
08/23	08/30/2023	77086	101-441-750-001	27.18- V
08/23	08/30/2023	77086	536-336-750-001	27.18- V
08/23	08/30/2023	77086	590-567-750-001	27.18- V
08/23	08/30/2023	77086	592-557-750-001	27.19- V
08/23	08/30/2023	77086	596-521-750-001	27.19- V
Total TEAM FINANCIAL GROUP:				.00
Total 77086:				.00
<b>TUSCOLA COUNTY</b>				
09/23	09/05/2023	77087	101-257-801-000	2,433.17



GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total TUSCOLA COUNTY:				2,433.17
Total 77087:				2,433.17
<b>TUSCOLA COUNTY TREASURER</b>				
09/23	09/05/2023	77088	101-000-425-005	110.00
09/23	09/05/2023	77088	101-000-425-003	195.00
Total TUSCOLA COUNTY TREASURER:				305.00
Total 77088:				305.00
<b>UNIFIRST CORPORATION</b>				
09/23	09/05/2023	77089	101-265-776-000	18.45
09/23	09/05/2023	77089	536-336-740-000	25.75
09/23	09/05/2023	77089	590-567-776-000	21.64
09/23	09/05/2023	77089	101-265-776-000	21.00
09/23	09/05/2023	77089	101-265-776-000	23.00
Total UNIFIRST CORPORATION:				109.84
Total 77089:				109.84
<b>UNIQUE PAVING MATERIALS CORP</b>				
09/23	09/05/2023	77090	202-463-776-000	444.69
09/23	09/05/2023	77090	203-463-776-000	444.69
Total UNIQUE PAVING MATERIALS CORP:				889.38
Total 77090:				889.38
<b>USA BLUEBOOK</b>				
09/23	09/05/2023	77091	590-567-776-001	52.25
09/23	09/05/2023	77091	590-567-776-000	1,329.49
Total USA BLUEBOOK:				1,381.74
Total 77091:				1,381.74
<b>WATER SOLUTIONS UNLIMITED</b>				
09/23	09/05/2023	77092	592-557-776-000	3,708.25
09/23	09/05/2023	77092	590-567-776-004	945.00
Total WATER SOLUTIONS UNLIMITED:				4,653.25
Total 77092:				4,653.25
<b>WATKINS ROSS &amp; CO</b>				
09/23	09/05/2023	77093	101-253-801-000	1,075.00
08/23	08/30/2023	77093	101-253-801-000	1,075.00- V

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total WATKINS ROSS & CO:				.00
Total 77093:				.00
<b>WELLS FARGO BANK NA</b>				
09/23	09/05/2023	77094	101-000-698-000	250.00
08/23	08/30/2023	77094	101-000-698-000	250.00- V
Total WELLS FARGO BANK NA:				.00
Total 77094:				.00
<b>WSP USA ENVIRONMENT &amp; INFRASTRUCTURE INC</b>				
08/23	08/30/2023	77095	592-557-801-000	1,811.00- V
09/23	09/05/2023	77095	592-557-801-000	1,811.00
Total WSP USA ENVIRONMENT & INFRASTRUCTURE INC:				.00
Total 77095:				.00
<b>ALLEN SUPPLY CO.</b>				
08/23	08/30/2023	77096	101-691-970-000	2,250.00- V
09/23	09/05/2023	77096	101-691-970-000	2,250.00
Total ALLEN SUPPLY CO.:				.00
Total 77096:				.00
<b>TEAM FINANCIAL GROUP</b>				
08/23	08/30/2023	77097	592-557-750-001	27.19- V
08/23	08/30/2023	77097	596-521-750-001	27.19- V
08/23	08/30/2023	77097	101-260-750-001	27.18- V
08/23	08/30/2023	77097	101-301-750-001	27.18- V
08/23	08/30/2023	77097	101-371-750-001	27.18- V
08/23	08/30/2023	77097	101-441-750-001	27.18- V
08/23	08/30/2023	77097	536-336-750-001	27.18- V
08/23	08/30/2023	77097	590-567-750-001	27.18- V
08/23	08/30/2023	77097	661-536-750-001	27.18- V
08/23	08/30/2023	77097	101-172-750-001	27.18- V
08/23	08/30/2023	77097	101-253-750-001	27.18- V
09/23	09/05/2023	77097	536-336-750-001	27.18
09/23	09/05/2023	77097	590-567-750-001	27.18
09/23	09/05/2023	77097	592-557-750-001	27.19
09/23	09/05/2023	77097	596-521-750-001	27.19
09/23	09/05/2023	77097	101-172-750-001	27.18
09/23	09/05/2023	77097	101-253-750-001	27.18
09/23	09/05/2023	77097	101-260-750-001	27.18
09/23	09/05/2023	77097	101-301-750-001	27.18
09/23	09/05/2023	77097	101-371-750-001	27.18
09/23	09/05/2023	77097	101-441-750-001	27.18
09/23	09/05/2023	77097	661-536-750-001	27.18

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total TEAM FINANCIAL GROUP:				.00
Total 77097:				.00
<b>WATKINS ROSS &amp; CO</b>				
08/23	08/30/2023	77098	101-253-801-000	1,075.00- V
09/23	09/05/2023	77098	101-253-801-000	1,075.00
Total WATKINS ROSS & CO:				.00
Total 77098:				.00
<b>WELLS FARGO BANK NA</b>				
08/23	08/30/2023	77099	101-000-698-000	250.00- V
09/23	09/05/2023	77099	101-000-698-000	250.00
Total WELLS FARGO BANK NA:				.00
Total 77099:				.00
<b>WSP USA ENVIRONMENT &amp; INFRASTRUCTURE INC</b>				
09/23	09/05/2023	77100	592-557-801-000	1,811.00
08/23	08/30/2023	77100	592-557-801-000	1,811.00- V
Total WSP USA ENVIRONMENT & INFRASTRUCTURE INC:				.00
Total 77100:				.00
<b>AFLAC</b>				
09/23	09/05/2023	77101	101-000-231-005	728.15
Total AFLAC:				728.15
Total 77101:				728.15
<b>PAYTON COON</b>				
08/23	08/30/2023	77102	536-336-930-000	9.53- V
09/23	09/05/2023	77102	536-336-930-000	9.53
Total PAYTON COON:				.00
Total 77102:				.00
<b>RON'S REFRIGERATION</b>				
09/23	09/05/2023	77103	590-567-801-000	102.50
Total RON'S REFRIGERATION:				102.50
Total 77103:				102.50

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>ROWE PROFESSIONAL SVS COMP.</b>				
09/23	09/05/2023	77104	592-557-970-000	540.00
08/23	08/30/2023	77104	592-557-970-000	540.00- V
09/23	09/05/2023	77104	204-442-801-000	810.00
08/23	08/30/2023	77104	204-442-801-000	810.00- V
09/23	09/05/2023	77104	202-451-801-001	945.00
08/23	08/30/2023	77104	202-451-801-001	945.00- V
Total ROWE PROFESSIONAL SVS COMP.:				.00
Total 77104:				.00
<b>SECURITY SAFETY PRODUCTS, LLC</b>				
09/23	09/05/2023	77105	101-301-742-000	158.95
Total SECURITY SAFETY PRODUCTS, LLC:				158.95
Total 77105:				158.95
<b>PAYTON COON</b>				
09/23	09/05/2023	77106	536-336-930-000	9.53
Total PAYTON COON:				9.53
Total 77106:				9.53
<b>ALLEN SUPPLY CO.</b>				
09/23	09/05/2023	77107	101-691-970-000	2,250.00
Total ALLEN SUPPLY CO.:				2,250.00
Total 77107:				2,250.00
<b>ROWE PROFESSIONAL SVS COMP.</b>				
08/23	08/30/2023	77108	592-557-970-000	540.00- V
09/23	09/05/2023	77108	592-557-970-000	540.00
08/23	08/30/2023	77108	204-442-801-000	810.00- V
09/23	09/05/2023	77108	204-442-801-000	810.00
08/23	08/30/2023	77108	202-451-801-001	945.00- V
09/23	09/05/2023	77108	202-451-801-001	945.00
Total ROWE PROFESSIONAL SVS COMP.:				.00
Total 77108:				.00
<b>ROWE PROFESSIONAL SVS COMP.</b>				
09/23	09/05/2023	77109	592-557-970-000	540.00
09/23	09/05/2023	77109	204-442-801-000	810.00
09/23	09/05/2023	77109	202-451-801-001	945.00
Total ROWE PROFESSIONAL SVS COMP.:				2,295.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total 77109:				2,295.00
<b>TEAM FINANCIAL GROUP</b>				
09/23	09/05/2023	77110	596-521-750-001	27.19
09/23	09/05/2023	77110	101-301-750-001	27.18
09/23	09/05/2023	77110	101-371-750-001	27.18
09/23	09/05/2023	77110	101-441-750-001	27.18
09/23	09/05/2023	77110	536-336-750-001	27.18
09/23	09/05/2023	77110	590-567-750-001	27.18
09/23	09/05/2023	77110	592-557-750-001	27.19
09/23	09/05/2023	77110	661-536-750-001	27.18
09/23	09/05/2023	77110	101-172-750-001	27.18
09/23	09/05/2023	77110	101-253-750-001	27.18
09/23	09/05/2023	77110	101-260-750-001	27.18
Total TEAM FINANCIAL GROUP:				299.00
Total 77110:				299.00
<b>WATKINS ROSS &amp; CO</b>				
09/23	09/05/2023	77111	101-253-801-000	1,075.00
Total WATKINS ROSS & CO:				1,075.00
Total 77111:				1,075.00
<b>WELLS FARGO BANK NA</b>				
09/23	09/05/2023	77112	101-000-698-000	250.00
Total WELLS FARGO BANK NA:				250.00
Total 77112:				250.00
<b>WSP USA ENVIRONMENT &amp; INFRASTRUCTURE INC</b>				
09/23	09/05/2023	77113	592-557-801-000	1,811.00
Total WSP USA ENVIRONMENT & INFRASTRUCTURE INC:				1,811.00
Total 77113:				1,811.00
<b>CONSUMERS ENERGY</b>				
08/23	08/23/2023	800035	592-557-921-000	435.63
08/23	08/23/2023	800035	592-557-921-000	14.48
08/23	08/23/2023	800035	101-265-921-000	99.56
08/23	08/23/2023	800035	590-567-921-000	840.07
08/23	08/23/2023	800035	101-265-921-000	107.43
08/23	08/23/2023	800035	592-557-921-000	14.48
08/23	08/23/2023	800035	592-557-921-000	20.61
08/23	08/23/2023	800035	101-265-921-000	14.48
08/23	08/23/2023	800035	242-728-921-000	14.48

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total CONSUMERS ENERGY:				1,561.22
Total 800035:				1,561.22
<b>DTE ENERGY</b>				
08/23	08/28/2023	800036	590-567-920-000	8,070.46
08/23	08/28/2023	800036	101-441-926-000	4,696.01
08/23	08/28/2023	800036	101-441-926-000	102.13
08/23	08/28/2023	800036	101-441-926-000	127.39
08/23	08/28/2023	800036	590-568-920-000	135.77
08/23	08/28/2023	800036	592-557-920-000	394.35
08/23	08/28/2023	800036	590-568-920-000	72.53
08/23	08/28/2023	800036	590-568-920-000	36.30
08/23	08/28/2023	800036	590-568-920-000	62.67
08/23	08/28/2023	800036	590-568-920-000	21.25
08/23	08/28/2023	800036	101-265-920-000	1,033.13
08/23	08/28/2023	800036	101-748-920-000	14.89
08/23	08/28/2023	800036	101-441-926-000	16.10
08/23	08/28/2023	800036	101-265-920-000	508.88
08/23	08/28/2023	800036	590-568-920-000	70.29
08/23	08/28/2023	800036	101-691-920-000	20.37
08/23	08/28/2023	800036	592-557-920-000	676.15
08/23	08/28/2023	800036	101-441-926-000	16.02
08/23	08/28/2023	800036	101-697-920-000	29.88
08/23	08/28/2023	800036	204-444-920-000	30.83
08/23	08/28/2023	800036	590-568-920-000	110.00
08/23	08/28/2023	800036	590-568-920-000	35.93
08/23	08/28/2023	800036	592-557-920-000	754.73
08/23	08/28/2023	800036	590-568-920-000	213.47
08/23	08/28/2023	800036	590-568-920-000	23.73
08/23	08/28/2023	800036	101-691-920-000	95.31
08/23	08/28/2023	800036	204-444-920-000	58.85
08/23	08/28/2023	800036	101-691-920-000	88.29
08/23	08/28/2023	800036	101-441-926-000	99.40
08/23	08/28/2023	800036	101-691-920-000	15.36
08/23	08/28/2023	800036	592-557-920-000	6,575.48
08/23	08/28/2023	800036	242-728-920-000	53.36
08/23	08/28/2023	800036	204-444-920-000	63.30
08/23	08/28/2023	800036	242-728-920-000	88.68
08/23	08/28/2023	800036	101-265-920-000	59.36
08/23	08/28/2023	800036	101-695-920-000	1,437.21
08/23	08/28/2023	800036	101-748-920-000	25.99
Total DTE ENERGY:				25,933.85
Total 800036:				25,933.85
<b>PITNEY BOWES BANK INC PURCHASE POWER</b>				
08/23	08/30/2023	800037	101-253-807-000	6.07
08/23	08/30/2023	800037	101-172-807-000	6.01
08/23	08/30/2023	800037	101-260-807-000	6.01

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
08/23	08/30/2023	800037	101-191-807-000	317.06
08/23	08/30/2023	800037	101-301-807-000	6.01
08/23	08/30/2023	800037	101-371-807-000	6.01
08/23	08/30/2023	800037	536-336-807-000	6.02
08/23	08/30/2023	800037	590-567-807-000	47.06
08/23	08/30/2023	800037	592-557-807-000	47.06
08/23	08/30/2023	800037	596-521-807-000	28.66
08/23	08/30/2023	800037	661-536-807-000	6.02
08/23	08/30/2023	800037	101-441-807-000	6.01
08/23	08/30/2023	800037	101-691-807-000	6.01
08/23	08/30/2023	800037	101-410-807-000	6.01
08/23	08/30/2023	800037	202-483-807-000	6.02
08/23	08/30/2023	800037	203-483-807-000	6.02
08/23	08/30/2023	800037	204-483-807-000	6.02
Total PITNEY BOWES BANK INC PURCHASE POWER:				518.08
Total 800037:				518.08
Grand Totals:				282,210.84

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"





CITY OF CARO  
317 S STATE ST  
CARO MI 48723

989-673-2226

Receipt No: 1.110854

Aug 21, 2023

MOLBY, JEFFREY

Previous Balance:	.00
GENERAL FUND - RELAY FOR LIFE BANNER	150.00
<hr/>	
Total:	150.00
<hr/>	
CHECK	150.00
Check No: 1482	
Payor: MOLBY, JEFFREY	
Total Applied:	150.00
<hr/>	
Change Tendered:	.00
<hr/>	

08/18/2023 4:11 PM

# 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, August 30, 2023  
RE: Agenda Item – HDC Ribbons

---

Members of the Caro City Council,

Recently, I received a request from HDC to place Domestic Violence Awareness ribbons on the light posts in down in the month of October. As we have had an increase in the requests for these ribbons, I have developed a form for the request, which is attached.

From my understanding, usually during part of October the light posts have decorations associated with the Pumpkin Festival, however, I have no formal request to use the light posts in that fashion, only the known tradition.

They would be responsible for the hanging, maintenance, and removal of the ribbons, therefore there is no cost to the City.

Your options for motions are:

1. Allow HDC to place Domestic Violence Awareness ribbons in the month of October in consultation with the City.
2. Allow HDC to place Domestic Violence Awareness ribbons in the month of October on light posts not used by the Pumpkin Festival in consultation with the City.
3. Deny the request to place ribbons.

**CITY OF CARO  
LIGHT POLE USAGE REQUEST**

Date of request 8/29/23  
Contact Person Stephanie Morris Phone 989-672-1739  
Email stephaniemo@hdc-caro.org  
Name of organization Human Development Commission  
Address of organization 430 Montague Ave  
Dates requested Oct 1 - Oct 31  
Purpose of message Domestic Violence Awareness  
Month

Is this message open to the public      Yes       No

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

Signature *Steph Morris*      Date 8/29/23

CITY USAGE  
Approved \_\_\_\_\_      Denied \_\_\_\_\_  
City Council meeting date \_\_\_\_\_  
Comments \_\_\_\_\_

**RESOLUTION  
IN APPRECIATION FOR  
OUTSTANDING PUBLIC SERVICE BY JIM McLOSKEY**

**WHEREAS**, Jim McLoskey has served the Caro community for his entire working life, serving the Tuscola County Economic Development Corporation as Executive Director for 25 years, and Communications Director for 5 years; and

**WHEREAS**, Jim McLoskey also served as District Representative for Senator Mike Green, and was News Director for WKYO & WIDL Radio; and

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

**WHEREAS**, Jim McLoskey volunteered numerous hours, incurred personal sacrifice and exhibited outstanding community spirit in his service, acting as an agent of change, while maintaining a demeanor that made working with him a pleasure; and

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

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

Moved by:

Supported by:

Yes:

No:

Abstain:

Absent:

---

Karen Snider  
Mayor – City of Caro

**ATTEST:**

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Caro at a regular meeting held on Tuesday, September 5, 2023, at 6:30 p.m. in the Council Chambers of the Caro Municipal Building, 317 S. State Street, Caro, Michigan.

---

Rita Papp – City Clerk

# CITY OF CARO

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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DOREEN OEDY  
JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, August 30, 2023  
RE: Agenda Item – Street Brush

---

Members of the Caro City Council,

As you know, during the budget process we included the purchase of a street brush for one of our DPW vehicles. As such, we investigated and discovered that this item was an item available on MiDEAL, the State of Michigan's service which pre-bids items for municipalities in order to ensure a uniform low price on regularly used items.

Thus, the MiDEAL price for the street brush is \$18,770, which is below the \$20,700 which was budgeted for the item, however, with installation fees of \$3,575, it brings the total cost to \$22,345, so a small budget adjustment is needed. We have also been informed the price will increase by at least 15% on October 1<sup>st</sup> so purchasing this item now will guarantee us this lower price.

Your options for motions are:

1. Authorize the City Manager to purchase a CATERPILLAR Model: WT-SWL Work Tool at the total installed price of \$22,345 and adjust the Fiscal Year 2023/24 budget by increasing account number 661-536-970-000, Capital Outlay by \$1,700, by increasing account number 661-000-999-002, Transfer from General Fund, by \$1,700, by increasing account number 101-485-965-012, Transfer to Equipment by \$1,700, and by increasing 101-000-999-000, Local Source Fund Balance by \$1,700.
2. Postpone for further discussion.
3. Take no action.



August 25, 2023

**City of Caro**  
 317 S State St  
 Caro, Michigan 48723

Dear , Tom

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: WT-SWL Work Tool with the following factory and dealer options included below:

**STOCK NUMBER:**      order      **SERIAL NUMBER:**

**MACHINE**

SMALL WHEEL LOADER WORK TOOLS	\$18,770.00
BROOM, HYD. ANGLE, BA30, 24V	
HOOK, BROOM, FUSION	
HARNESS	\$3,575.00
JUMPER LINES KIT	
INSTALLED AT CARO GARAGE	
DELIVERY	

SELL PRICE MI DEAL	\$22,345.00
<b>TOTAL NET PURCHASE PRICE</b>	<b>\$22,345.00</b>

**WARRANTY**

Standard Warranty:	Standard Manufacturer's Warranty
--------------------	----------------------------------

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Daniel Chandler  
 Account Representative  
 Daniel.Chandler@michiganecat.com  
 810-965-2684

<p><b>1-888-MICH CAT</b>                  www.michiganecat.com</p> <p>Novi . Shelby Twp. . Grand Rapids . Saginaw . Lansing                  Kalkaska . Brownstown Twp. Kalamazoo</p>
---

# CITY OF CARO

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

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, August 30, 2023  
RE: Agenda Item – Design Services for Columbia Street Project

---

Members of the Caro City Council,

As you know, during a previous Council meeting, it was the desire of Council for bids to be obtained for Design Engineering Services for the Columbia Street project which was designated as the 2024 project for the City of Caro by the Small Urban Task Force. As such, the job was placed out for bids as per the bid policy and was posted in The Advertiser, on our website and Facebook page. At the time of opening, the City received four bids (in bid price order):

1. Fleis and Vandenbrink of Grand Blanc in the amount of \$24,940.
2. Gordie, Frasier and Associates (GFA) of Traverse City in the amount of \$30,250.
3. MLR Engineering of Freeland in the amount of \$41,000.
4. Rowe Engineering of Lapeer in the amount of \$48,100.

All four bidders follow a similar trajectory in terms of involvement and desiring to pursue a Log Job type of engineering, which would be a more economical route for the City, however GFA did provide an alternative bid of \$54,400 if the City wished to pursue a more traditional project approach. From the information I have been able to gather, only Rowe and GFA have provided Engineering Services to the City in the past, however Fleis does work with the City of Vassar on a regular basis, and MLR provided references in surrounding Counties. In terms of the budget, we anticipated Design Engineering to cost as much as \$50,000 for this project, so all firms come in under our anticipated budget.

Given the bids and relevant experience of the bidding firms, I recommend awarding the bid to Fleis and Vandenbrink and proceed with the project.

Your options for motions are:

1. Accept the bid from Fleis and Vandenbrink to provide Design Engineering Services for the Columbia Street project for an amount of \$24,940 and authorize the City Manager to sign all necessary documents.

2. Accept another of the listed bids to provide Design Engineering Services at the amount of the bid for the Columbia Street project and authorize the City Manager to sign all necessary documents.
3. Instruct the City Manager to rebid the project.
4. Postpone for further discussion.
5. Take no action.





# FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

August 28, 2023

City of Caro  
ATTN: Rita Papp  
317 S. State Street  
Caro, MI 48723

**RE: Engineering for Columbia Street Road Project**

Dear Rita:

Fleis & VandenBrink (F&V) is pleased to provide you with this proposal for professional design services for your Columbia Street Road Project.

F&V studies, designs, and constructs roadways and highways that move you wherever you're going. Road engineering is more than vehicles – it's about you and your users, and what's right for your users. Our approach is based on client relationships, getting to understand your twists and turns, needs, and goals. Every year, F&V works closely with road commissions, villages, and cities throughout Michigan on their road resurfacing, rehabilitation, and reconstruction projects. Most of these projects are bid through MDOT's LAP, and we understand the requirements, schedule, and expectations of such projects. Our project team includes professionals that have decades of experience in roadway rehabilitation and reconstruction and have worked throughout Michigan assisting our clients with their infrastructure improvement needs.

The City of Caro has identified the need for providing comprehensive engineering services for the Columbia Street road improvement project. The project consists of milling, resurfacing and related work of Columbia Street from the intersection of Montague Avenue/Columbia Street, northerly to Frank Street and Montague Avenue from the westerly side of the intersection of Green Street/Montague Avenue, easterly to the Columbia Street Intersection. Within the project limits is the Huron & Eastern Railway, which will involve coordination with the railroad as well as the MDOT Office of Rail. For railroad crossings, the preferred method by MDOT is to work with the railroad to incorporate any needed road improvements within their right-of-way with the adjacent road project, as opposed to gapping out the railroad right-of-way. The coordination of improvements leads to significant cost savings. If the rail crossing is in good shape or is already planned to be improved by the railroad as part of a different project, then the railway area can be excluded from the project.

## PROJECT TEAM

F&V is providing an experienced team to successfully complete this project for the City:

**Steve Nagy, PE**, has 50 years of experience in the planning, design, and construction of municipal, county, and private engineering and surveying projects.

**Aaid Esmail, PE**, has worked for numerous consulting companies and the City of Dearborn for over 25 years, including eight years as Senior Project Engineer for the City.

**Brad Danks** had worked for the Genesee County Road Commission for over 20 years designing road improvements, establishing CAD and survey standards, and developing their GIS database prior to joining F&V two years ago.

Resumes are provided at the end of the proposal.

9475 Holly Road, Suite 201  
Grand Blanc, MI 48439  
P: 810.743.9120  
F: 810.774.7860  
www.fveng.com

## PROJECT APPROACH

Our preliminary engineering services includes design, permitting, and approvals necessary for obligation and bidding through the MDOT Local Agency Program. Our scope of services includes:

- Preparation of program application
- Preparation of NEPA Local Agency Environmental Clearance form
- SHPO Clearance
- Field evaluation
- Identification of improvement needs, including:
  - Full depth pavement repairs
  - Inlet rehabilitation
  - Curb and gutter removal and replacement
  - Curb ramp improvements for ADA compliance
- Pavement design
- Preparation of construction plans
- Preparation and coordination of maintaining of traffic
- Coordination with private utility companies, including MISS DIG design ticket
- Railroad, and MDOT Office of Rail coordination and permitting
- Preparation of unique special provisions
- Preparation of engineer's opinion of probable construction costs
- Geotechnical investigation (by subconsultant)
- Grade Inspection (GI) submittal and attendance at GI Meeting
- Final plans, estimate, and specs submittal to MDOT
- Review of draft proposal prior to bidding
- Assistance with contractor inquires during the bidding process

With this scope of this project being milling and resurfacing, we proposed to complete this project in log style format, without the need for full topographic surveying and mapping. Certain areas of the project, such as the railway crossing, curb ramp locations, and road areas without existing curb and gutter may be surveyed and mapped as needed for evaluation and detailed design.

## PROJECT SCHEDULE:

Our project schedule will follow MDOT's LAP Project Planning Guide to achieve a letting date desired by the City. It is anticipated that this project would be let in the spring or early summer of 2024 with late summer or fall construction. During our project kickoff meeting, we will review the desired schedule with the City and establish the milestone and delivery dates accordingly.

## PAST EXPERIENCE

We have provided project experience sheets with references at the end of this proposal, following the resumes.

## COST PROPOSAL

F&V proposes to complete the work for a **lump sum fee of \$24,940**. A breakdown of our cost is provided on the following page.

We look forward to working with you and reviewing our approach in more detail. Please call (810.845.6004) or e-mail (snagy@fveng.com) with any questions or comments.

Sincerely,

FLEIS & VANDENBRINK



Steve Nagy, PE  
Project Manager



Geric Rose, PE  
Regional Manager, Associate

**COST AND PRICE ANALYSIS**

<b>CITY OF CARO</b>	<b>DATE SUBMITTED:</b>	<b>FIRM ROLE:</b>
<b>RFP - Engineering for Columbia Street Road Project</b>	<b>August 28, 2023</b>	<b>Prime</b>
<b>PRIME CONSULTANT NAME:</b>	<b>PROJECT DESCRIPTION:</b>	
<b>Fleis &amp; VandenBrink</b>	<b>Preliminary Engineering</b>	

TITLE	NAME	HOURS		RATE	LABOR COST
Project Manager	Steve Nagy, PE	24	x	175.00	4,200.00
Project Engineer	Aaid Esmail, PE	32	x	166.00	5,312.00
Designer	Brad Danks	40	x	127.00	5,080.00
Engineer EIT	Malina Gallmeyer, EIT	24	x	106.00	2,544.00
Administrative Assistant	Carrie Smeznik	8	x	88.00	704.00
Survey Crew Chief	TBD	8	x	117.00	936.00
QA/QC	Steve Bishop, PE	4	x	166.00	664.00
				<b>Total Labor</b>	<b>\$ 19,440.00</b>

<b>SUPPLIES &amp; MATERIALS AND OTHER DIRECT COSTS:</b>			
ITEM	QUANTITY	UNIT PRICE	ITEM PRICE
Sub-Consultant (Geotechnical)	1.00	\$ 4,500.00	\$ 4,500.00
Equipment and Vehicles	1.00	\$ 800.00	\$ 800.00
Printing/Copying/Materials	1.00	\$ 200.00	\$ 200.00
<b>Total Other Direct Expenses</b>			<b>\$ 5,500.00</b>

**OVERHEAD AND PROFIT:**  
 Included in labor rates above

<b>TOTAL COSTS SUMMARY \$</b>	<b>24,940.00</b>
Lump Sum (not-to-exceed)	

Note: Review and Permit Fees are not included in our Cost Proposal and shall be paid by the City of Caro.

**MLR Engineering**  
CIVIL ENGINEERING & CONSULTING SERVICES  
134 S. Main Street, Suite 1, Freeland, Michigan 48623  
Office: 989-692-5034

August 28, 2023

Attn: City Clerk  
City of Caro  
317 S. State Street  
Caro, MI 48723  
Phone: 989-673-7671

**RE: Engineering for Columbia Street Road Project  
City of Caro, Tuscola County**

To whom it may concern,

MLR Engineering is pleased to submit the attached proposal / bid for engineering services for the Columbia Street Road Project. Attached is the proposal information with project team qualifications & experience. As you review our proposal, should any questions or need for additional information arise, please feel free to call. Thank you again for this opportunity.

Sincerely,

*MJR*

Michael J. Rybicki, P.E.  
Managing Partner

## Engineering Services Proposal

Columbia Street – Montague Avenue to Frank Street  
Montague Avenue – Green Street to Columbia Street

City of Caro  
Tuscola County, Michigan

### Executive Summary

MLR Engineering (MLR) understands that the City of Caro wishes to improve Columbia Street and Montague Avenue within the City limits as described above. The proposed improvements consist of milling, resurfacing, and related work along approximately 2,200 LF of Columbia Street and Montague Avenue. Furthermore, we understand the project challenges will be to develop a well thought out maintain traffic plan to allow for local traffic needs as well as provide for safe and efficient construction. Therefore, MLR has assembled a team of professionals, under MLR's leadership, to provide the requested comprehensive engineering services for the City of Caro.

MLR Engineering (MLR) is a Civil Engineering Consulting firm founded in 2008. Our office is located in downtown Freeland. MLR capabilities and equipment provide for both design and construction engineering needs. Our design platform is based on CAD software. Our construction staking / surveying is GPS based. For thirty-one years, President Michael J. Rybicki, P.E. has built a solid reputation as an engineer and now as a trusted business. MLR Engineering is committed to providing quality and timely service to their clients at reasonable cost.

Our project team experience has included design and construction engineering of many infrastructure improvements including: City street construction, County roads, MDOT highways, municipal water distribution systems, sanitary sewer collection and transportation systems, drainage plans and storm sewer systems, parks and riverfront development, federal and state permit preparation and consulting, flood plain evaluations and hydraulic analysis, casinos, k-12 schools, industrial and commercial business parks, site plans, parking lots, residential developments, championship golf course resorts, schools and athletic fields, septic systems, stormwater detention and retention ponds, and much more.

### Team Qualifications

MLR Engineering design team is qualified and has the experience to see this City street design through the MDOT letting process. Team member resumes are attached to this proposal demonstrating our ability to see this project to success in all needed categories.

**Project Scope of Services**

MLR understands that the scope of services is as follows, but is not limited to such:

*Preliminary Engineering:*

Conduct site assessments and feasibility studies.

Develop preliminary design concepts for pavement structure, drainage systems, and intersections.

MLR recognizes that the initial site assessment and feasibility study will be crucial in providing a successful preliminary engineering design. We will work diligently to design plans that will improve the existing pavement conditions and any drainage issues that we might encounter on the site, while minimizing any traffic impacts during construction. MLR has recently added another great Team addition, Jim Iwanicki, P.E. He comes to us with 30 plus years of County Road / MDOT experience and will be responsible for adding quality control and MDOT design guidance for the proposed project.

*Environmental Considerations:*

Conduct environmental impact assessments and ensure compliance with regulatory requirements.

Implement erosion control measures and sustainable design practices.

MLR will conduct an environmental impact assessment and is seasoned in complying with environmental regulatory requirements and implementing soil erosion and sedimentation control measures. We expect that the scope of the roadway improvements will have limited outside environmental agency permitting on this project.

*Geotechnical Analysis:*

Perform geotechnical investigations and provide recommendations.

MLR team will ensure that geotechnical investigations are performed prior to the design phase and will provide recommendations based upon the findings of this investigation.

*Cost Estimation:*

Develop accurate cost estimates for construction, materials, and other project-related expenses.

MLR has provided accurate cost estimation on similar projects in the past and will continue to do so on this project.

*Document Support:*

Develop bid documents.

Prepare all required local, state, and federal documents and permits for the project.

MLR is very familiar with preparing bid documents for the construction of roadway designs and will obtain all permits prior to the construction phase of this project.

*Construction Support:*

MLR understands that MDOT LAP projects require construction engineering services. This includes inspection, material testing, staking/layout as needed, and standard MDOT reporting forms. We have described this in detail in the Project Approach.

**Project Approach**

MLR proposes the following design and construction engineering approach based on the scope of services:

- Design the plans according to AASHTO and/or 3R/4R guidelines as necessary addressing appropriate elements.
- Prepare and submit any necessary permits to the City, County Drain, EGLE, MDOT, Rail Road, etc. MLR believes the scope of the roadway improvements will have limited outside agency permitting.
- Coordinate all design work with affected utilities and governmental agencies. MLR recognizes that Consumers Energy has been and continues to be the longest lead utility agency to coordinate work with. MLR has had extensive coordination experience with local utility and governmental agencies on past projects.
- City will provide the traffic crash analysis for this project.
- Provide City with copies of all correspondence throughout the design. MLR prides itself in our communication capabilities and availability. We will continue upon this, working toward a successful project.
- Prepare and submit to MDOT all necessary information: program application, plans, cost estimates, special provisions, ROW certification, SHPO Clearance, etc.
- Prepare base plan geometrics (approximately 25% design), program application, and an Engineers Estimate of probable cost for submittal to the City. Upon approval, the consultant shall submit Grade Inspection (GI) plans in accordance with MDOT requirements. The GI meeting will be held at the City Administrative Office. The consultant will compile meeting minutes and distribute to City staff. MLR has recently added another great Team addition, Jim Iwanicki, P.E. He comes to us with 30 plus years of County Road experience and will be responsible for adding quality control and design guidance for the proposed project.
- Complete the final plans, specifications, estimates, and submit to MDOT and the City. All correspondence and project document submittals shall be digital and utilize the MDOT ProjectWise Software. MLR will work to beat the proposed letting schedule, if allowed, by prioritizing this project and any review comments received.
- Prepare and submit any necessary Design Exceptions required by the Michigan Department of Transportation.
- MLR shall be prepared to attend and participate in any public information meetings, township board meetings, and/or City meetings as requested during the

# MLR Engineering

CIVIL ENGINEERING & CONSULTING SERVICES

134 S. Main Street Suite #1 Freeland, MI 48623

Office: 989-692-5034 www.mlrengineering.com

project. Anticipate 4 public meetings. MLR is seasoned in public presentations and meetings. We are happy to attend more should the City feel it would be beneficial to a successful project.

- Work Zone Mobility shall be considered throughout the course of the design process. The consultant shall provide the necessary information to satisfy the Work Zone Mobility requirement. MLR understands that continued traffic accessibility is as important as the construction itself and therefore will work diligently to design a successful plan.
- Provide Soil Erosion Control Plans consistent with Rule 1703 of Part 91. MLR's entire staff is well trained in SESC design and will design measures to meet the rules of Part 91.
- Attend the GI Meeting with MDOT and progress meetings as needed throughout the course of the project. All meetings shall have minutes recorded by the consultant and submitted to all attendees following each meeting. MLR believes documentation is a must to any successful project and the timeliness of such documentation always occurs no later than 48 hours of such meetings.

## Construction Phase

- MLR shall furnish all services and labor necessary to conduct and complete the Construction Engineering Services described herein. MLR team shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the City, and check and/or test the materials, equipment, supplies, and incidentals as necessary in carrying out this work. The Services shall be performed to the satisfaction of the City consistent with applicable professional standards. MLR has successfully worked on numerous projects over the years to meet and exceed regulatory requirements. Our seasoned team will be the same group on this project with the same successful results expected.
- MLR's principal contact with the City shall be through their designated Project Manager and the City designated contact.
- MLR team agrees to demonstrate knowledge of, and performance in compliance with, the standard construction practices of the Michigan Department of Transportation (hereafter referred to as MDOT); the Project construction contract, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the Materials Sampling Guide; the Materials Quality Assurance Procedures Manual; the Density Control Handbook; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner. MLR's team of construction professional's certifications are attached.
- MLR shall provide construction inspection, testing, and staking consistent with standard MDOT construction standards and expectations. MLR's team of construction professional's certifications are attached.



# MLR Engineering

CIVIL ENGINEERING & CONSULTING SERVICES

134 S. Main Street Suite #1 Freeland, MI 48623

Office: 989-692-5034 www.mlrengineering.com

- The MLR inspector will provide daily email updates describing work completed that day and anticipated work for the next workday. We will have the ability to provide daily emails and photo documentation throughout the project.
- This basis of payment shall be itemized and include an estimate of labor hours by classification or employee, hourly labor rates, applied overhead, other direct costs, sub-consultant costs. MLR is happy to format our invoicing in any format that best serves the City for easy processing.

## Project Schedule

MLR has attached a detailed Critical Path Schedule for the City to consider. This schedule is based on meeting critical MDOT dates in order to maintain the projected timeline.

## Past Experience

MLR has attached Team member resumes that provide a list of past successfully completed projects for your reference.

## Cost Proposal

Based on the scope of services listed in the RFP and this comprehensive engineering services proposal, MLR Engineering offers the following anticipated cost of services:

Design / Survey / Geotechnical Engineering Fee – Estimated: \$41,000

Construction Engineering Fee – Estimated: \$50,040

Total: \$91,040

### Hourly Rates:

Project Manager - \$110/hr.

Project Engineer - \$100/hr.

Staff Engineer - \$80/hr.

Construction Engineer/ Inspector - \$80/hr.

Survey Crew - \$160/hr.

\*-All reimbursable expenses/fees are included in our hourly rates.

**Proposed MLR Engineering (MLR) Services**  
**Critical Path Schedule**

August 28, 2023	Submit Engineering Proposal to the City of Caro
October 4, 2023	City of Caro Awards Project
October 11, 2023	Engineering Services Contract Executed
October 18, 2023	MLR meets with City of Caro Staff to kick off Project
October 18-22, 2023	MLR researches existing utility information along Project
October 22-29, 2023	Boundary Road R/W Control and Topographic Survey work
November 2-6, 2023	Geotechnical Investigations and Environmental Assessments
December- January, 2024	Preliminary design engineering services (including pavement, drainage, environmental and geotechnical) and City of Caro & MDOT review
February, 2024	MLR prepares other agency permit documents and submits and review Project with City of Caro Staff, Public Meeting Input
March, 2024	Prepare and submit to MDOT all necessary information (applications, estimates, special provisions, ROW cert., SHPO, etc.)
April, 2024	Following review comments, Prepare 80% Design plans, cost estimation & develop bid documents
May, 2024	City of Caro review of GI plans and Submit to MDOT
June, 2024	Anticipated MDOT GI meeting
August, 2024	Submit MDOT final plans
October 2024	Targeted letting date
Spring 2025	Construction



123 West Front Street  
Traverse City, Michigan 49684  
231 946 5874   
231 946 3703 

August 28, 2023

City of Caro  
Attention: Scott R. Czasak – City Manager  
317 S. State Street  
Caro, MI 48723

RE: Request for Proposal: Engineering for Columbia Street Road Project - City of Caro

Dear Scott,

Thank you for the opportunity to submit this proposal to provide design engineering services for the City of Caro for the road rehabilitation of Montague Avenue and Columbia Street. Along with this letter you will find supplemental documents outlining the project scope and our qualifications to complete the project.

GFA is an experienced, full-service engineering and consulting firm licensed to do business in the state of Michigan with 35 employees and over 75 years of experience in a diverse array of project types. These project types range from public infrastructure, to road improvement projects, to private site developments and much more. GFA also boasts one of the largest and most sophisticated survey departments local to Northern Michigan that is supplemented by our construction services and onsite operations departments. We have worked with the City of Caro in previous years on the successful completion of numerous projects, such as the reconstruction of W Frank Street, the reconstruction of N Almer Street and the preliminary design of S Almer Street, these projects were not only MDOT programmed projects, but also served to upgrade the City's underground infrastructure as well. Additionally, we are currently working with the Tuscola County Road Commission on multiple MDOT Local Agency Program projects to be completed in 2023 and 2024.

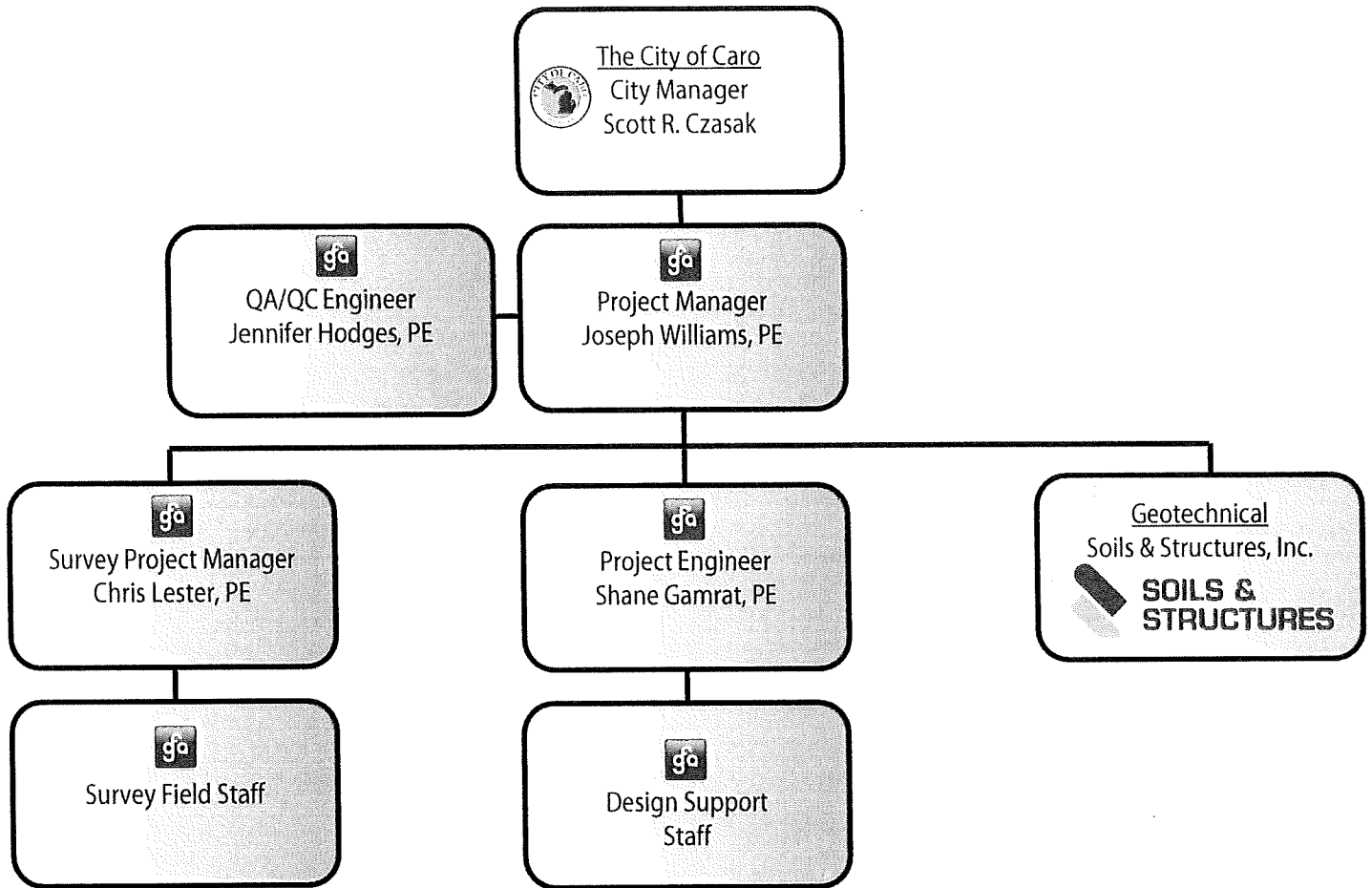
We have completed work for numerous road commissions across the State including, but not limited to, the Clare County Road Commission, the Grand Traverse County Road Commission, the Emmet County Road Commission, the Kalkaska County Road Commission, the Benzie County Road Commission, the Mackinac County Road Commission, as well as direct work for the Michigan Department of Transportation. This work includes the surveying, design engineering and construction engineering of both locally funded projects and Federal and State funded projects. We are highly qualified and experienced with the MDOT Local Agency Program Design Standards and approval processes, and currently maintain 18 MDOT prequalifications.

GFA further serves as the Engineer of Record for numerous municipalities such as Garfield Township, the City of Clare, the Charter Township of Union, the Village of Bellaire, the Village of Central Lake, Peninsula Township and more. In this proposal you will find our professional qualifications, a brief outline of our anticipated project scope, key staff personnel available to work on the project, past and current project history with job references, and our estimated project fees. We would be honored to be selected to provide design engineering services for the Columbia Street Road Project. Should you have any questions regarding our proposal or to schedule a time to meet our team, please feel free to contact me at 231-632-4308 or email [joew@gfa.tc](mailto:joew@gfa.tc).

Joseph D. Williams, PE  
Project Manager



## Project Team Organizational Chart



### Project Understanding & Work Plan

This project involves the design engineering and MDOT LAP programming of 0.70 miles of roadway in the City of Caro that includes Columbia Street from the intersection of Montague Avenue/Columbia Street, northerly to Frank Street and Montague Avenue from the westerly side of the intersection of Green Street/Montague Avenue, easterly to Columbia Street in downtown Caro, Tuscola County, Michigan. The project is being programmed as a 2024 project. According to the Approved Projects list for MDOT's 2024 Small Urban Program, this project's Primary Work Type is classified as a **Road Rehabilitation** project and consists of HMA cold milling, HMA pavement overlay and permanent signage upgrades. As the scope of the project has been defined and outlined within MDOT's system, it is not anticipated that engineering feasibility studies will be required, unless the City is looking to pursue work in addition to the scope outlined. The 0.7-mile section of roadway serves as access for numerous industrial, commercial and residential properties, making it a vital route for much of the community. The project has a current funding of \$328,423 in STUL funds and \$72,827 in local match funds, for a total funding of \$401,250.

#### Work Plan

Due to the Scope of Work for the project identified in the 2024 Small Urban Program Approved Project List as a rehabilitation mill and overlay project, GFA anticipates this project could be a potential candidate to be completed in a log format, as a "log job". This method typically results in lower engineering and surveying costs by reducing field and drafting time and eliminating the need for topographic survey work. Should the Scope of Work vary from this presented scope, (such as the addition of non-participating infrastructure or utility work) additional engineering work and/or topographic survey may be required. No drainage improvements, sidewalk or ADA ramps, or utility work is anticipated. Options for both a Log Project and Traditional Plan Set have been included for reference. Our typical Task breakdown for these projects is included below:



*Task 1 - Project Kickoff Meeting*

GFA will conduct a project kickoff meeting with the City of Caro to review the project parameters, Scope of Work and project schedule. It is at this meeting that the role of all parties in the project will be identified. A copy of the 1799, any previous record/As-Built Construction plans, traffic counts, or preliminary design data used to secure funding shall be provided to GFA at this time.

*Task 2 - Program Application*

GFA will prepare and submit the MDOT Program Application for Local Agency Projects along with other applications for required approvals and clearances including NEPA form 5323 and SHPO Section 106 application (if required).

*Task 3 - Project Log - Field Measuring and Stationing*

Data will be collected in the field to be utilized in the preparation of the log plans. Log data will be collected with a digital measuring instrument (DMI) attached to a vehicle to identify approximate stationing, left or right offset, material composition of driveways, existing signage and drainage structures, and other appurtenances that may impact the road design or construction. No traditional field surveying is included in Option A Log Format. This data will be combined with aerial imagery in AutoCAD Civil3D to create a project log. Simultaneously, geotechnical soil borings would be performed concurrently during this task, to determine the underlying strata. From past experience working in Caro, many city streets contain a composite mix of concrete overlaid with HMA. This information would be essential to help confirm proposed pavement designs.

*Task 4 - Preliminary Plans, Specifications, Special Provisions and Preliminary Cost Estimate*

Following submittal for the MDOT Program Application, preliminary log plans will be drafted in accordance with the Local Agency Program Design Guidelines. Said plans will include, but are not limited to, Log of Project indicating resurfacing details, driveway approach details, intersection paving limits, and permanent signage and pavement markings improvements. Typical road construction cross sections and details will be included in the plans. GFA will prepare preliminary project specifications and include any unique special provisions, if needed. A preliminary Engineers Opinion of Cost will be provided using the MERL software.

*Task 5 - Grade Inspection Meeting*

Upon receiving approval of MDOT form 5323 and Section 106 (if required), GFA will provide the necessary plan and document submittals, coordinate and participate in an on-site or virtual Grade Inspection (GI) meeting with representatives from the City of Caro, MDOT, and any other stakeholders.

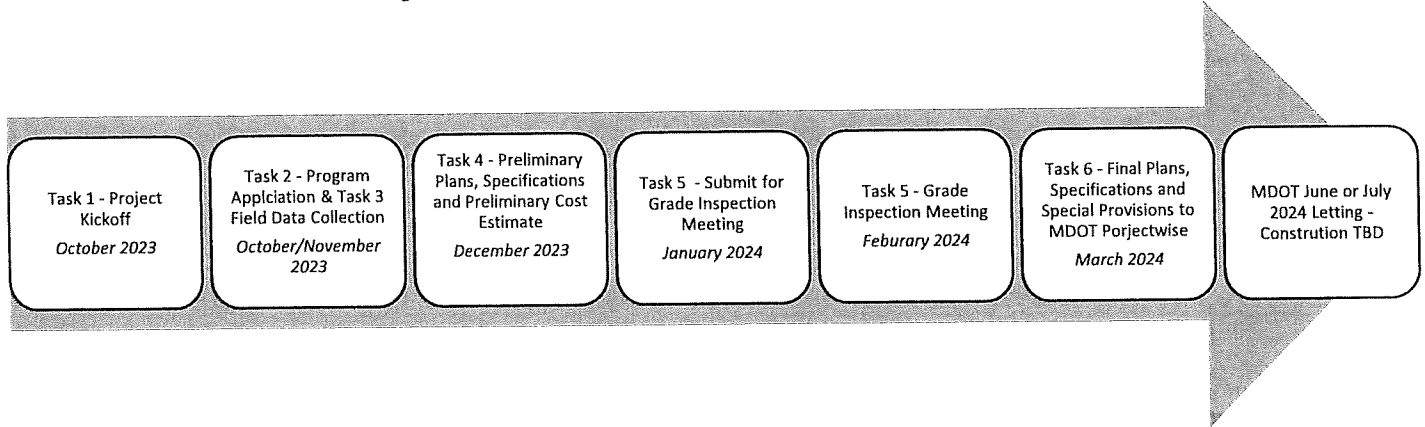
*Task 6 - Final Plans, Specifications, Special Provisions, Permits and Final Engineer's Cost Estimate*

Following the Grade Inspection meeting, GFA will address any comments that arose from the meeting and prepare final plans and specifications, including special provisions, if needed, for the project. Along with the information provided on the preliminary log of project, the final project log will include permanent pavement marking and permanent signage upgrades in accordance with the Michigan Manual of Uniform Traffic Control Devices. GFA will submit for permits, if required. All GI and final plan documents will be submitted to MDOT in ProjectWise for the June/July 2024 letting. This will conclude the Scope of Work provided under this proposal. Any additional Construction Engineering assistance in compliance with MDOT Local Agency Program requirements can be provided through an additional services contract.



Project Schedule

It is anticipated that the project will be completed under MDOT’s Local Agency Program guidelines, and in accordance with the MDOT 2020 Standard Specifications for Construction, for inclusion in MDOT’s 2024 letting schedule. MDOT’s Local Agency Program (LAP) 2024 FY Project Planning Guide has target milestone dates for the desired monthly letting date (s) in 2024. According to the schedule, if a contract was executed with a consultant in September of 2023, the anticipated letting date for the project would be June or July of 2024. If selected to complete this project, GFA would meet the required target dates to achieve the soonest letting date achievable.



Fee for Services

**Project Approach Option A (Log Job):**

Design Engineering & Project Programming: **\$23,500.00**  
Geotechnical Investigation/Soil Borings: **\$6,750.00**  
Total Consultant Fees: **\$30,250.00**

Clarifications & Exclusions

*This fee assumes the Project Scope is limited to HMA milling and overlay with permanent signage upgrades as described in MDOT’s Small Urban approved projects list. Should additional non-participating work be added to the Scope of Work (utility work, drainage upgrades, sidewalk improvements) that would require topographic surveying, additional fees shall incur. These fees will not be included if the supplemental work is not needed.*

**Project Approach Option B (Full Plan Set and Topographic Survey):**

Design Engineering & Project Programming: **\$47,650.00**  
Geotechnical Investigation/Soil Borings: **\$6,750.00**  
Total Consultant Fees: **\$54,400.00**

Project Experience

**Bevens Road & Cemetery Road HMA Overlay, Tuscola County Road Commission (Construction Value: \$1,011,500.00) – On-Going**

This project is currently in design and MDOT programming for the Tuscola County Road Commission. The project consists of HMA overlay, shoulder aggregate, pavement markings and signage upgrades for 3.25 miles of Bevens Road from M-24 to Dayton Road and 4.3 miles of Cemetery Road from the Cass City North Village to the Huron County Line. The projects are being funded with Rural Task Force 7A Federal and State Program funding and are being completed as log projects in accordance with MDOT Local Agency Design Standards and policies. Construction is anticipated for Fall of 2023 and 2024.

**MDOT US-31 Reconstruction, MDOT Traverse City TSC (Construction Value: \$19,500,000.00) – On-Going**

This project is currently in the early stages of design. GFA is part of the design team with R.S. Engineering for the reconstruction and widening of US-31 from Sullivan Road to Reynolds Road in Grand Traverse County and Benzie County. This project is part of MDOT’s Mentor-Protégé Program with GFA providing all permanent pavement marking and permanent signage design and plans for the 8.39 mile project. The plans are being completed per MDOT standard in Bentley OpenRoads. The plans are anticipated to be completed in 2024.



July 10, 2023

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

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

Dear Mr. Czasak:

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

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

We propose the following scope of services for this project.

### **SCOPE OF SERVICES**

#### Design Phase

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

**SINCE 1962**

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



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

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

**SCHEDULE**

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

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

\* MDOT dates from planning guide

Mr. Scott Czasak, MPA, City Manager  
July 10, 2023  
Page 4

**COMPENSATION**

ROWE proposes to provide Design Engineering Services as outlined above for a Lump Sum fee of **\$48,100**. This fee includes \$6,000 for National Environmental Policy Act (NEPA) clearance (environmental and SHPO clearance required by MDOT) and \$4,500 for a topographic survey to create schematic plans. This fee is inclusive of all ROWE costs as we do not invoice separately for travel, reproductions, etc. The city will be responsible for paying all fees required to obtain the permits as previously outlined.

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

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

Sincerely,  
ROWE Professional Services Company

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

Michael C. Carpenter  
Project Administrator

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# 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, August 30, 2023  
RE: Agenda Item – Replacement of ½ of DPW Parking Lot

---

Members of the Caro City Council,

As you know, during the budget process we included a project to replace half of the DPW parking lot this budget year. As such, the job was placed out for bids as per the bid policy and was posted in The Advertiser, on our website and Facebook page, as well as being picked up by the Builders Exchange of Michigan and placed in their listings. At the time of bid opening, only two bids were received, the first from Eastern Asphalt of Flint in the amount of \$122,724.00 and the second from Hutch Paving of Warren in the amount of \$140,000. In the budget, \$105,000 was earmarked for this project, however, as other projects have come in under budget a budget adjustment for this line is not necessary at this time.

Despite receiving only two bids, the bid from Eastern Asphalt is preferable as not only are they the low bidder, but they are from a bidder much closer to the Caro area, making coordination and execution of the project more straight forward. We could attempt to rebid the project, however, given the current status of the paving industry more bids might not be forthcoming in this fiscal year.

Your options for motions are:

1. Accept the bid from Eastern Asphalt to replace ½ of the DPW Parking Lot for an amount of \$122,724.00 and authorize the City Manager to sign all necessary documents.
2. Accept the bid from Hutch Paving to replace ½ of the DPW Parking Lot for an amount of \$140,000.00 and authorize the City Manager to sign all necessary documents.
3. Instruct the City Manager to rebid the project.
4. Postpone for further discussion.
5. Take no action.



G-5172 N. Dorit Hwy.  
 Flint, MI 48505  
 (810) 787-5500 (810) 787-8222

Project: Asphalt Replacement at DPW Facility - City of Caro Project #: N/A  
 Job Address: 741 S. Hooper St.  
 Owner: City of Caro  
 Engineer: N/A

August 23, 2023

Line item cost breakdown:		Qty:	Unit:	Unit Prices:	Total:
Scope of Work					
1	Mobilization	1	LS	\$ 2,100.00 \$	2,100.00
2	HMA, 13A, Wearing 220# SYD	2,400	SY	\$ 14.72 \$	35,328.00
3	HMA, 3C, Base 220# SYD	2,400	SY	\$ 13.83 \$	33,192.00
4	HMA, 3C, Leveling 220# SYD	2,400	SY	\$ 14.44 \$	34,656.00
5	Milling and/or HMA removal	2,400	SY	\$ 7.27 \$	17,448.00
<b>Total Job:</b>				<b>\$</b>	<b>122,724.00</b>

*\* Job is based on completing project in 1 continuous phase unless noted.*

Non Job Specific Exclusions: Alligator cracks, designed contraction or expansion joints. Concrete repair or remediation. Excavation or replacement of base course or sub-base material unless noted. Engineering, removal or relocation of any existing utilities, permits & fees (except those listed), hazardous materials, gas utilities, phone utilities, cable, temporary utilities, backwater valves, meters, retaining/screen walls and/or excavation/backfill of retaining walls, weed or vegetation removal, export of any fill material unless noted, landscaping, slope re-vegetation, fence, wall or barricade removal, Local municipality ROW permit, landscape pathway, seal coating streets. All items of work required to complete the sitework on this project which are not specifically included in this proposal, are excluded.

Respectfully Submitted,

Accepted by;

Date:

*Tod L. Molesworth*

Tod L. Molesworth, Estimator  
 Office: 810-787-5500  
 Cell: 810-357-3457  
 Email: tod@easternasphalt.com

# HUTCHPAVING

■■■■■ DEDICATED EXPERIENCED PROFESSIONALS™

## City of Caro-DPW FACILITY | Asphalt Pavement Remove and Replace 2023

Bid Number: 4-1399

### CARO

317 South State Street  
Caro, MI 48723

### Scott Czasak

sczasak@carocity.net  
989-673-7671

\*Price is based on scope of work provided within BID DOCUMENTS.

\*Alternates provided for any undercuts or full depth base repair as needed. Will utilize 23A Limestone for any undercuts or base repair.

## Products & Services

### Item & Description

### Total

#### ENGINEERING & SAFETY

- Provide all field engineering and layout to perform this construction.
  - Maintain sufficient safety barricading during construction.
-

**Item & Description**

**Total**

**6.00" ASPHALT REMOVAL & REPLACEMENT | 21,610 SFT**

**\$140,000.00**

- Mill/Remove/Saw Cut asphalt to the full maximum depth 6.00" exporting all materials off site.
- Fine grade & compact existing sub grade Checking for any deficiencies.
- Hutch Paving will grade existing base materials, making new high points improving drainage pattern.
- Install 2.00" 13A MDOT SPEC Leveling course asphalt and compact.
- Apply SS-1h emulsion (tack coat) asphalt binder.
- Install 2.00" 13A MDOT SPEC Leveling course asphalt and compact.
- Apply SS-1h emulsion (tack coat) asphalt binder.
- Install 2.00" 13A MDOT SPEC Wearing course asphalt and compact.
- Re-stripe improved surfaces per existing layout with MDOT spec traffic paint.
- Remove all debris resulting from our operation.

**WARRANTY | TERMS | PERMITS**

INCLUDES: ONE YEAR WRITTEN WARRANTY Excluding Reflective Cracking or frost heave

EXCLUDES: Permits, Inspections, Undercutting of unsuitable sub base, restoration of Striping, restoration of landscaping, repair to hidden structures, such as but not limited to irrigation lines, electrical lines, or anything not marked by the miss dig system, repair to asphalt under milled surface unless otherwise noted above.

PAYMENT TERM: 25% down and the balance net 15 days from the date of the Invoice(s) with no retention held. A 1.5% monthly service charge will be applied for balances due beyond the 15 days.

PERMITS: Permits secured by HPI will be reimbursed cost plus 20% acquisition fee and a \$400.00 min charge.

**ALTERNATE 1: IMPORT | EXPORT (IF UNDERCUTS ARE NECESSARY)**

IMPORT: Import 23AA LIMESTONE aggregate & compact to maximum density if needed to meet grade + \$45.00/ton

EXPORT: Subgrade undercutting if needed including the export of unstable deficient, soft spoils + \$45.00/cyd

\*IN THE EVENT THAT MILLINGS CAN BE USED AS SUITBALE COMPACTABLE BASE AND RE-USED FOR UNDERCUTS. THIS WILL BE DONE @\$60.00 TOGETHER. IMPORT/EXPORT

**Total ..... \$140,000.00**

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

# 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, August 30, 2023  
RE: Agenda Item – HVAC System Maintenance

---

Members of the Caro City Council,

As you might know, we have been using Honeywell Building Solutions for regular maintenance for our HVAC systems in City Hall, the DPW Facility, and the Wastewater Treatment Plant. As such, our current contract with them came up this year and they requested a renewal. As per policy, I sent the project out for bid, however, at bid opening I had only received one bid, from Honeywell Building Solutions in an amount of \$24,199.05

Despite being the only bidder, this would be a renewal with a current contractor, and in an amount which is accounted for in the general use of Contracted Services in our Building and Grounds Maintenance budget. They would provide services on furnaces, heaters, fans, A/C units and other components of our system. They would engage in preventative maintenance and replace components as necessary. They would also provide Extended Hours Emergency Services between 6:00 am and 6:00 pm Monday through Friday, federal holidays excluded. They will also provide us with a performance review. This is a one-year contract.

Your options for motions are:

1. Accept the bid from Honeywell Building Solutions to provide HVAC maintenance for City buildings at a cost of \$24,199.05 and authorize the City Manager to sign all necessary documents.
2. Instruct the City Manager to rebid the project.
3. Postpone for further discussion.
4. Take no action.

# Honeywell Building Solutions

## SERVICE AGREEMENT

Date: 6/5/2023

Agreement Number: 40103673

**(HONEYWELL)**  
Honeywell Building Solutions  
5153 Hampton Place  
Saginaw, MI 48604

**(CUSTOMER)**  
Village of Caro  
317 S State St  
Caro, MI 48723

**Service Location Name: Caro Municipal Building 317 S State St, Waste Water Treatment Plant 724 Columbia, Department of Public Works Building 741 Hooper St**

**Scope of Work:** HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- |   |  |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services               | <input type="checkbox"/> Site Services                                     |
| <input type="checkbox"/> Flex Temperature Control Services                    | <input type="checkbox"/> Honeywell Energy Analysis Reporting               |
| <input type="checkbox"/> Preferred Automation Maintenance Services            | <input type="checkbox"/> Air Filter Services                               |
| <input type="checkbox"/> Flex Automation Services                             | <input type="checkbox"/> Water Treatment Services                          |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services            | <input type="checkbox"/> Critical Parts Stocking                           |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services                 | <input type="checkbox"/> Thermography Services                             |
| <input type="checkbox"/> Preferred Security System Inspect Services           | <input type="checkbox"/> Emergency Generator Services                      |
| <input type="checkbox"/> Flex Security System Services                        | <input type="checkbox"/> In Suite Services                                 |
| <input checked="" type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics                       |
| <input checked="" type="checkbox"/> Flex Mechanical Maintenance Services      | <input type="checkbox"/> Indoor Air Quality Auditing Services              |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services   | <input type="checkbox"/> Service Management Software                       |
| <input type="checkbox"/> EBI Services   | <input type="checkbox"/> FM Worksite                                       |
| <input type="checkbox"/> Online Services                                      | <input type="checkbox"/> Other/Special Provisions _____                    |
| <input type="checkbox"/> Advanced Support                                     | <input type="checkbox"/> Honeywell Users Group                             |
| <input type="checkbox"/> Attune™ Advisory Services - Operations               | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization   |
| <input type="checkbox"/> Attune™ Advisory Services - Energy Awareness         | <input type="checkbox"/> Attune™ Advisory Services - Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation           | <input type="checkbox"/> Outcome Based Service—Dynamic Automation          |
| <input type="checkbox"/> Outcome Based Service—Vision                         | <input type="checkbox"/> Cybersecurity Services                            |

**Contract Term:** One (1) year from the Effective Date.

Customer          Honeywell           
(INITIALS)

**Contract Effective Date:** June 1<sup>st</sup>, 2023

**Price For Year 1:** Twenty Four Thousand One Hundred Ninety Nine Dollars & 05/00 (\$24,199.05), plus applicable taxes

**Payment Terms:** Quarterly

This sale is tax exempt

Sales Tax will be invoiced separately

Use Tax is included in the Price

**Renewal:** The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

**Submitted by HBS:** (signature) Tanner Hall  
Name: Tanner Hall  
Title: Account Manager  
Date: 6/4/2023

**This proposal is valid for 30 days.**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

**Accepted by:**  
HONEYWELL INTERNATIONAL INC., through  
its Honeywell Building Solutions business unit

Customer's Name

**Signature:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### 2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

### 4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

### 6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### 7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

## 9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## 10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

## 11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## 12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## 13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## 14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, the services provided under this Agreement ("Input Data"). Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its affiliates and are their confidential information. This Section survives termination or expiration of this Agreement.

## 15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

#### **16. TERMS OF PAYMENT**

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

#### **17. TERMINATION**

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

#### **18. DEFINITIONS**

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

**ADDENDUM A**  
**(FOR PUBLIC ENTITIES)**

The following article is hereby incorporated and made a part of the above referenced Agreement as evidenced by the signatures affixed below:

**ARTICLE 8. Appropriations and Essential Use**

**8.1** CUSTOMER reasonably believes that sufficient funds can be obtained to make all payments for the initial term, as described in Paragraph 3.1. of the Agreement. CUSTOMER hereby covenants that it shall do all things lawfully within its power to obtain funds from which such payments may be made, including making provisions for such payments, to the extent necessary, in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is CUSTOMER'S intent to make the payments for the initial term if funds are legally available therefor and in that regard CUSTOMER represents that (a) the use of the Equipment and Services is essential to its proper, efficient and economic functioning or to the services that is provided to its citizens; (b) CUSTOMER has an immediate need for and expects to make immediate use of substantially all the Equipment and Services, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment and Services shall be used by CUSTOMER only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

**8.2.** In the event no funds or insufficient funds are appropriated and budgeted for the acquisition, retention or operation of the Equipment and Services under the Agreement, then CUSTOMER shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify HONEYWELL (and its assignee, if any) of such occurrence. The Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to CUSTOMER of any kind, except as to (i) the portions of the payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available, and (ii) CUSTOMER'S other obligations and liabilities under the Agreement relating to, accruing or arising prior to such termination. In the event of such termination, CUSTOMER agrees to peaceably surrender possession of any Equipment (provided by HONEYWELL under the Agreement) to HONEYWELL (or its assignee, if any) on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by HONEYWELL, all at CUSTOMER'S expense. HONEYWELL (or its assignee, if any) may exercise all available legal and equitable rights and remedies in retaking possession of any Equipment provided by HONEYWELL under this Agreement.

**8.3** Notwithstanding the foregoing, CUSTOMER agrees (a) that if the Agreement is terminated in accordance with the preceding paragraph, CUSTOMER shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment nor shall it contract for any services similar to or that take the place of the Services provided under the Agreement, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by CUSTOMER for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (b) that it shall not, during the initial term, give priority in the application of funds to any other functionally similar equipment or services.

**Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement remain in full force and effect.**

## Preferred Mechanical Maintenance Services

1.1 **Scope** - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

**List of Covered Equipment:**

<b>Quantity</b>	<b>Description</b>	<b>Location</b>
5	Goodman Furnaces	Wastewater - Upstairs
1	Domestic HW Heater	Wastewater - Upstairs
5	Centrimaster exhaust fans	Wastewater – Rooftop
1	Applied Air Systems MAU	Wastewater – Rooftop
3	Reznor heat exchangers	Wastewater – Throughout
2	Addison Products A/C Units	Wastewater – Rooftop

1.2 **Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 **Component Replacements** - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

**1.4 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**  
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**  
12 hours per day, five days per week, federal holidays excluded.  
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**  
8.5 hours per day, five days per week, federal holidays excluded.  
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

## Flex Mechanical Maintenance Services

1.1 **Scope** - HONEYWELL will, maintain & inspect the mechanical systems, components, and Equipment listed below:

**List of Covered Equipment:**

<b>Quantity</b>	<b>Description</b>	<b>Location</b>
2	Trane Condensing Units	DPW – Roof
2	Trane Furnaces	DPW Garage – Garage Area
5	Reznor Tube Heaters	DPW Building -Garage Area
1	Ajax HW Boiler	Municipal Bldg. – Boiler Room
5	Greenheck Exhaust Fans	Municipal Bldg. – Throughout
1	B&G Circ Pump	Municipal Bldg. – Boiler Room
	Fin Tube Radiation	Municipal Bldg. – Throughout
	Unit Heaters	Municipal Bldg. – Throughout
	Cabinet Unit Heaters	Municipal Bldg. – Throughout
	Automatic Temperature Controls	Municipal Bldg. – Throughout

1.2 **Preventative Maintenance** - Each preventative maintenance call will be:

scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

1.3 **Coverage** - This Agreement includes all labor, travel, and living expenses to perform the inspection services and inspection maintenance described above for the Equipment. Usual mechanical maintenance materials, such as lubricants, contact cleaner, and cleanup materials are included in this Agreement. Unless otherwise stated, the costs of labor and travel for repair work, emergency service, and other materials such as air filters, refrigerant, water treatment chemicals, temperature controls, or other parts and materials required for Equipment repairs, are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 **Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

# CITY OF CARO

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

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Caro MI 48723  
Phone 989-673-2226  
Fax 989-673-7310  
Website [www.carocity.net](http://www.carocity.net)

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JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, August 30, 2023  
RE: Agenda Item – Installation of Garage Doors and Man Door in Fire Hall

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Members of the Caro City Council,

As you know, during the budget process we included a project to install two overhead garage doors and an additional man door at the Fire Hall in order to ensure timely accessibility of equipment and allow better access to the Fire Hall from the new rear parking lot. As such, the job was placed out for bids as per the bid policy and was posted in The Advertiser, on our website and Facebook page, as well as being picked up by the Builders Exchange of Michigan and placed in their listings. At the time of bid opening, only one bid was received, from Booms Construction of Bad Axe, with a bid of \$78,300.00, which is slightly under the \$80,000 we had set aside in the budget for this project.

Despite being the only bidder, this bid does come in under budget, and with a contractor the City has successfully used before. Therefore, we can either accept the bid or attempt to rebid, however Boom's bid already states the project would not be able to be on their calendar until Spring, which might be the reason for the lack of bids, a lack of contractor availability.

Your options for motions are:

1. Accept the bid from Booms Construction, Inc to install two overhead doors and one man door in the Fire Hall for a cost of \$78,300.00 and authorize the City Manager to sign all necessary documents.
2. Instruct the City Manager to rebid the project.
3. Postpone for further discussion.
4. Take no action.





CONSTRUCTION, INC.

EST. 1953

1170 N. Van Dyke

Bad Axe, MI 48413

t 989.269.8562

boomsconstruction.com

City of Caro  
317 S State St.  
Caro, MI 48723

August 22, 2023

The following is our proposal to install two overhead doors and one man door in the City of Caro Fire Hall per your request for bids, work scope, plans, and specifications. Including:

- 1.) General Conditions
  - a. Supervision
  - b. Temporary Facilities
  - c. Clean up
  - d. Dumpsters
  - e. Misc.
- 2.) Demolition and Disposal
  - a. Remove existing Novabrik and save for reuse
  - b. Remove block, brick, and windows for new openings
  - c. Provide temporary shoring and bracing as required
- 3.) Concrete
  - a. Infill concrete sill for overhead door openings
- 4.) Masonry
  - a. Install salvaged Novabrik to match existing pattern
- 5.) Structural Steel
  - a. Install steel lintels per the plans
  - b. Install bracing in the joist per the plans
  - c. Install steel channels around man door per the plans
- 6.) Doors
  - a. Install one (1) 3070 hollow metal door and frame with hardware per the plans
  - b. Install two (2) 10'-4"x10'-0" sectional overhead doors per the plans
  - c. Overhead door trims and weather proof closure to match existing doors
  - d. Painting of hollow metal door, frame, and steel channels
- 7.) Plumbing
  - a. Relocate water lines as required
- 8.) Electrical
  - a. Relocate conduit as required

**TOTAL BASE BID: \$78,300.00**

**Notes:**

1. Due to the instability of materials markets, all prices quoted are based on today's cost of material. Due to imposed fuel surcharges, and price increases, Booms Construction Inc. reserves the right to adjust this quote to the price in effect at the time that the material is received. Please know that our goal is to obtain the lowest price material, without sacrificing quality, for your project.

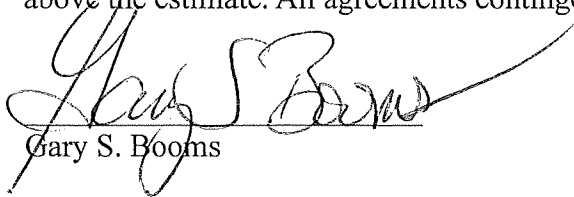


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2. Project would take place in the Spring of 2024.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.



Gary S. Booms

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due by the end of the month following invoice.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

# CITY OF CARO

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**TO: City Council**  
**FROM: Karen Snider – Mayor**  
**SUBJECT: Mayor’s Report**  
**DATE: September 5, 2023**

I met with the City Manager and Clerk on September 1 to create the agenda for the September 5 council meeting.

I attended Rotary on August 21 and listened to speaker Aland Stamps, founder and CEO of River Jordan, Inc. Their mission is to empower current and former foster youth to take responsibility of their own individual lives and become productive members of society. His speech was definitely an eye opener and if you ever get an opportunity to hear his story, I recommend you attend.

The Planning Commission meeting scheduled for August 22 was cancelled.

The speaker at Rotary on August 28 was Jennifer Tebedo, Caro, and Akron-Fairgrove Campus Life Director. She started with Youth for Christ (YFC) right before COVID hit and has been there since. YFC is a movement that reaches young people everywhere with the hope of Christ. They work with the local church to raise up lifelong followers of Jesus. They hold movie nights, summer camps, and other youth events. Jen stated their money comes through fundraisers. YFC is hosting their 2<sup>nd</sup> annual Tuscola Golf Scramble at the Arrowhead Golf-Grill on September 15, 2023 and to register call (989)453-3239.

I attended the Economic Development Corporation (EDC) special meeting on August 23. Financial concerns were addressed as well as Jim McLoskey’s retirement and the Executive Director’s position.

Made my Saturday visit to the Farmers Market. Great place to have lunch.

Attended a great motorcycle event at the fairgrounds on August 26. The Caro half mile motorcycle event was held at the Caro fairgrounds put on by Holeshoot Promotions. They ended up with 168 riders. The young children were amazing to watch. What a turnout of community involvement.

Ollie’s had their store grand opening on August 30 which I attended. They offer toys, furniture, home goods, patio & sporting goods etc. They carry some brand name merchandise and items change often.

The below items are left on my report as reminders:

The Frankenmuth Bible Church is doing their large-scale community service project for the City of Caro on October 22. They have extended their deadline for applicants in need of help. They will be bringing at least 400 volunteers to assist with this project. A flyer was put together by Frankenmuth Bible Church representatives and are now on the City Facebook page, the City website and should be included in the Caro Times (newsletter from the City of Caro).

Mayor Karen Snider

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## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, August 30, 2023  
RE: City Manager's Report

---

Members of the Caro City Council,

As we gather for this meeting, Labor Day will have passed and we begin the slow walk-through fall here in Caro, but we are moving forward on many projects, as the contents of this meeting will attest.

I must share some unfortunate news with Council. Last Friday, I was informed that the City fell short in the process to obtain funding through the Clean Water State Revolving Fund, we came very close but did not receive any funding. I have discussed this with both WWTP Superintendent Dienes and our HRC consultants as we will be assessing our options, including pursuing alternate funding sources for some of the projects. Importantly, the plan we submitted this year is good for 5 years, so we will get a few more shots at funding using this same plan, however, I will be looking to see if we can make amendments to the plan which would put the City in a better position to obtain funding in the future.

In addition to my usual activities meeting with residents, businesses, Rotary attendance and the like I was able to attend the Grand Opening of the Ollies on M-81. I also met with the owner of the property south of Burger King who is looking to develop the property but needs some issues addressed, I look forward to working with him to see if we can get this vacant land developed. I also attended a meeting in Saginaw to review the borders of the Caro Urban Area as defined by the 2020 US Census, this was important because based on density of population this qualifies us for funding for our roads from different sources depending on density. Most of the changes took place outside the City limits, but close to the City, however some development in the last 10 years in the City is now accounted for.

Finally, the painting at the Water Treatment Facility is moving along. The first tank is complete, and the new media has been installed. Once testing for safety is complete, we will begin the process of taking the second tank out of service so it can be inspected, repaired, and painted.

Enjoy the beginning of a great fall season here in Caro!

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**TO:** City Council/City Manager  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Clerk’s Report  
**DATE:** September 5, 2023

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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.
- Due to 2 resignations, I posted 2 WWTP Operator positions on Indeed. Received several resumes. David Dienes II is reviewing the applicants and setting up interviews. David has selected the two candidates. Start dates TBD.
- House Bill 4702, Increase Precinct Size to 5,000 voters has been approved and signed by the Governor. Therefore, once this goes into effect, the City of Caro will be reduced to one precinct. It may be in effect for the Presidential Primary in February 2024. More information to come.
- No election in November 2023. Caro Library Recall was rejected.
- Completed the Annual Renewal Questionnaire for MMRMA Risk Management Insurance.
- Will be attending a clerks meeting with the County Clerk on Tuesday, September 5, 2023 to discuss future plans for February 2023 election and the new laws.
- The annual election equipment maintenance will take place on September 7, 2023.
- The clerk’s office has been continuously working on document retention and developing a plan to digitize documents. Our goal is to scan documents and organize the attic.
- Supplement # 8 - Ordinance Codification has been completed and the website is current.