

**AGENDA  
REGULAR MEETING OF THE CARO CITY COUNCIL  
MAY 1, 2023, 6:30 P.M.**

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

**AGENDA APPROVAL**

**PUBLIC COMMENTS/VISITORS:**

**COMMUNICATION:**

1. Charter Communications – Upcoming Changes
2. Parks & Recreation Committee Minutes – April 18, 2023 (unapproved)

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – April 17, 2023
2. Invoices

**REGULAR AGENDA:**

1. Rowe Engineering Contract – S. Colling Road
2. Fire Chief Contract 2023-2026
3. Parks & Recreation Committee Request

**ITEMS PENDING/POSTPONED:** None

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

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

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

**ADDITIONAL PUBLIC COMMENTS**

**ADJOURN**

\*\*\*\*\*



April 14, 2023



T1 P2 177 \*\*\*\*\*AUTO\*\*ALL FOR AADC 480

City Of Caro  
317 S. State Street  
Caro, MI 48723-1725

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

We value our customers and are committed to providing them with the latest products and technology, and we work hard to keep prices as low as possible. Effective May 16, 2023, the price for unreturned residential embedded multimedia terminal adapters (D3 and newer models, wired and wireless) will reduce by \$1.00 per month.

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

Sincerely,

*Derrick Mathis*

Derrick Mathis  
Manager – State Government Affairs, Michigan  
Charter Communications



**City of Caro  
Parks and Recreation Committee  
Minutes from April 18, 2023 Meeting**

Present at meeting: Sean Smith, Jill White, Jeff Hartel, Sue Ellen Greenlee, Colleen Russell and Tanya Batschke

Others present: Pamela Isler, Derek Dodge and four members of the Frankenmuth Bible Church

- I. **Call meeting to order** - 5:45 pm
- II. **Pledge of Allegiance**
- III. **Approval of Agenda** - Motion by Colleen and seconded by Tanya to approve the agenda. Motion passed 5 - 0.
- IV. **Public Comment** - Derek Dodge spoke about his support for the city to build a couple of volleyball courts in Bieth Park. He mentioned that many people in the area are hoping for new courts. Opportunities for league play and tournaments similar to other communities around the area. Derek is willing to help develop plans for the courts.
- V. **Approval of March minutes** - under "Old Business" it should read, "The Laeder family will be hosting a Tea and Pergola Ribbon Cutting Ceremony". Motion by Colleen and seconded by Tanya to accept the minutes with this correction. Motion passed 5 - 0.
- VI. **City Council Liaison Report** - budget continues to be developed for next year. The Land Bank Grant EDC applied for was approved. This grant money will be used to take down the old police department building. Lastly, the city council approved a 7 member Parks and Recreation committee.
- VII. **Committee Reports** -
  - A. Easter Egg Hunt - eggs were gone in about 4 - 5 minutes. Discussion about placing signs dedicated to the area where eggs are hidden. The wrapped candy was better than jelly beans. A negative was that it took a long time to fill the eggs. Thought it would be better if the Parks and Rec committee worked independently on this. Lastly, discussed should there will be an alternate date due to poor weather.
  - B. Spark Grant - more direction is needed in order to move forward.
  - C. Wayfinding Signs Joint Committee - No report.
- VIII. **New Business** -
  - A. Frankenmuth Bible Church "Day of Service". 4 members of the church

presented a Memorandum to conduct a service work day in the Caro area on October 22, 2023. An alternate date would be October 29, 2023. The Ass't Pastor read the entire memorandum which included a flowchart of their organizational structure for this event. \$3,500 will be allotted from the church for this event. The service day would run from 10:00 am - 2:30 pm on the designated day.

**IX. Old Business -**

- A. Project/Event Calendar - Botanical Garden Ribbon Cutting will be held on June 9, 2023 beginning at 1:30 pm. Tea, lemonade and cookies will be available.
- B. Spring Cleanup - April 22, 2023 beginning at 9:00 am.
- C. MSU Extension Partnership - job description and posting is available
- D. Bieth Park Season Opening - No Report
- E. Sand Volleyball Court - still exploring costs and plans. Jeff will be getting costs for sand, excavating the area, poles, nets and other accessories needed for a court in Bieth Park.
- F. Bylaw Report - No Report
- G. Lions Head Drinking Fountain - the process of refurbishing the lion's head is underway.
- H. Sled Lending Library - Sean will present this idea to the Rotary Club.

**X. Additional Public Comment -** A committee member (Tanya) wondered what the process was to request funds from the council for new picnic tables, bike racks and trash bins for Bieth Park. A motion by Sue Ellen and seconded by Tanya was made to ask the city council for \$5,000 for these needed items in the park. Motion passed 5 - 0.

**XI. Adjournment -** 7:40 pm.

Minutes submitted by Jeff Hartel on April 24, 2023 at 4:36 pm.

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

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

Swearing in of new council member Doreen Oedy.

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, Jana Brown – Deputy City Clerk, Michele Perry – City Treasurer, Brian Newcomb – Police Chief; Tom Reese – DPW Superintendent; David Dienes II – WWTP Superintendent; Lauren Amellal – Director of Development and Strategic Initiatives and other guests.

**23-M-86**

**Motion by Kish seconded by Eschenbacher to approve the agenda with the addition of #6 – Certificate of Deposit Report (page 74).**

**Motion Carried.**

**PUBLIC COMMENT/VISITORS: None**

**COMMUNICATION:**

1. Planning Commission Annual Report – 2022
2. Parks & Recreation Committee Minutes – March 20, 2023 (unapproved)
3. Planning Commission Minutes – March 28, 2023 (unapproved)
4. Planning Commission Minutes – January 24, 2023 (amended)
5. Zoning Board of Appeals Minutes – March 30, 2023 (unapproved)
6. Downtown Development Authority Minutes – March 1, 2023 (approved)
7. Downtown Development Authority Minutes – March 8, 2023 (approved)
8. Downtown Development Authority Minutes – March 16, 2023 (approved)

**CONSENT AGENDA:**

1. Regular Council Meeting Minutes – April 3, 2023
2. Special Council Meeting Minutes – April 5, 2023
3. Special Council Meeting Minutes – April 12, 2023
4. Invoices
5. Department Reports
  - A. Police Report – Chief Brian Newcomb
  - B. Fire Report – Chief Randall Heckroth
  - C. Code Enforcement Report – Randall Heckroth
  - D. DPW Superintendent – Tom Reese
  - E. WWTP Superintendent – David Dienes II
  - F. Municipal Parking Violations Bureau Report – Rita Papp
  - G. Director of Development & Strategic Initiatives Report – Lauren Amellal

**23-M-87**

**Motion by Eschenbacher seconded by Campbell to approve the consent agenda with the amendments to the April 5<sup>th</sup> and April 12<sup>th</sup> Special Meeting Minutes and invoices.**

**Motion Carried.**

**REGULAR AGENDA:**

1. Tuscola Behavioral Health Systems – Ribbons on Light Posts Downtown – Mental Health Awareness Month, May 2023.

**23-M-88**

**Motion by Iseler seconded by Kish to allow Tuscola Behavioral Health Systems to place Mental Health Awareness Month ribbons in the month of May in consultation with the city.**

**Motion Carried.**

2. Code of Ordinances – Supplement No. 8

**23-M-89**

**Motion by Kish seconded by Campbell to authorize the City Clerk to proceed with Supplement #8 to the City of Caro Code of Ordinances in the approximate amount of \$3,080.00.**

**Motion Carried.**

3. Downtown Development Authority Appointments

**23-M-90**

**Motion by Kish seconded by Campbell to appoint Robert Wolak and Sonya Otremba to the Downtown Development Authority.**

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

**Motion Carried.**

4. BioTech Agronomic, Inc. Biosolids Contract

**23-M-91**

**Motion by Iseler seconded by Eschenbacher to allow the City Manager to sign and execute the contract with BioTech Agronomics, Inc for the testing, removal and land application of biosolids from the City of Caro Wastewater Treatment Plant as presented.**

**Motion Carried.**

5. Schedule Budget Workshop – May 3, 2023, from 5:30 p.m. – 7:30 p.m.

6. Certificate of Deposit Report

**23-M-92**

**Motion by Eschenbacher seconded by Kish to approve City Treasurer to close the above CDs at Independent Bank and move the funds into the ICS account at the current interest rate of 2.60%.**

**Motion Carried.**

**ITEMS PENDING/POSTPONED: None**

## **COMMITTEE/LIAISON POSITION REPORTS:**

1. Economic Development Corporation (Mayor Snider) – Meeting is this upcoming Thursday.
2. Chamber of Commerce (Manager) – Attended meeting at the beginning of the month. The Chamber office has moved upstairs from the previous location. Attended the Citizen of the Year Banquet. Susan Rickwalt-Holder was named Chamber Citizen of the Year. Erin Schmändt was the Merit Award Winner. Emma Joslyn is the Jr Citizen of the Year. Michigan Sugar was named Business of the Year and Sandra Bassett was named the Special Tribute Award Winner.
3. Downtown Development Authority (Kish) – Discussed lawncare services, had election of officers and Jill White gave an update on the flowerpots.
4. Fair Board (Iseler) – No contact.
5. Parks & Recreation (White) – Meets tomorrow night. The Easter Egg Hunt was a success. This Saturday is the Bieth Park cleanup. Registration is at 8:30 with cleanup starting at 9:00.
6. Planning Commission (Eschenbacher) – No Meeting.
7. Tuscola County Board of Commissioners (Iseler) – No Report.
8. Zoning Board of Appeals (Mayor Snider) – Ollie's sign was approved.
9. Indianfields Township (Manager) – Special meeting was held to discuss board policies and procedures, a resolution to distribute the proposed Master Plan and MML insurance. The regular meeting was held to discuss the master plan, recreational marijuana, purchasing a manure spreader, work on Washburn Road, what to do with logs at the park and an expansion to Club 24.
10. Almer Township (Campbell) – Treasurer, Patricia Witkovsky, is retiring. Also held discussion about the soccer club.

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

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

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

**TREASURER'S REPORT** – Written report submitted. Highlighted new drop box and will be attending Treasurer's Institute the week of April 23, 2023.

## **ADDITIONAL PUBLIC COMMENT:**

Don Hall spoke regarding the DDA applications.

Tanya Batschke commented on new DDA member Sonya Otremska

**ADDITIONAL COUNCIL COMMENT:**

Bob Eschenbacher discussed the old police building and its contents.

Pamela Iseler inquired on the authority to appoint DDA members.

Emily Campbell addressed the council about getting along.

**23-M-93**

**Motion by Eschenbacher seconded by Campbell to adjourn the meeting at 7:25 p.m.**

**Motion carried.**



Jana Brown  
Deputy City Clerk

## Report Criteria:

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

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>ADVANCED HOME &amp; DOOR SOLUTIONS</b>				
05/23	05/01/2023	76634	590-567-776-000	418.76
05/23	05/01/2023	76634	590-567-776-000	125.00
			Total ADVANCED HOME & DOOR SOLUTIONS:	543.76
			Total 76634:	543.76
<b>AFLAC</b>				
05/23	05/01/2023	76635	101-000-231-005	629.74
			Total AFLAC:	629.74
			Total 76635:	629.74
<b>AMAZON CAPITAL SERVICES</b>				
05/23	05/01/2023	76636	101-301-742-000	82.41
05/23	05/01/2023	76636	101-301-740-000	91.72-
05/23	05/01/2023	76636	101-371-740-000	11.46-
05/23	05/01/2023	76636	536-336-740-000	11.47-
05/23	05/01/2023	76636	101-441-776-001	22.93-
05/23	05/01/2023	76636	101-301-740-000	39.00
05/23	05/01/2023	76636	101-301-740-000	43.17
05/23	05/01/2023	76636	101-301-740-000	107.89
05/23	05/01/2023	76636	101-260-740-000	118.85
05/23	05/01/2023	76636	592-557-740-000	18.69
05/23	05/01/2023	76636	590-567-740-000	18.69
05/23	05/01/2023	76636	101-265-776-000	57.78
05/23	05/01/2023	76636	101-301-740-000	23.99
05/23	05/01/2023	76636	242-728-740-000	55.95
			Total AMAZON CAPITAL SERVICES:	428.84
			Total 76636:	428.84
<b>BELL - WASIK, INC.</b>				
05/23	05/01/2023	76637	101-301-930-001	1,088.10
			Total BELL - WASIK, INC.:	1,088.10
			Total 76637:	1,088.10
<b>BS &amp; A SOFTWARE</b>				
05/23	05/01/2023	76638	101-257-750-001	1,270.00
05/23	05/01/2023	76638	101-260-750-001	1,066.00
			Total BS & A SOFTWARE:	2,336.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
Total 76638:				2,336.00
<b>CARO CHAMBER OF COMMERCE</b>				
05/23	05/01/2023	76639	242-733-900-001	200.00
Total CARO CHAMBER OF COMMERCE:				200.00
Total 76639:				200.00
<b>COMPANION LIFE INSURANCE CO.</b>				
05/23	05/01/2023	76640	101-172-717-000	62.06
05/23	05/01/2023	76640	101-253-717-000	16.96
05/23	05/01/2023	76640	101-260-717-000	20.75
05/23	05/01/2023	76640	101-265-717-000	14.36
05/23	05/01/2023	76640	101-301-717-000	159.60
05/23	05/01/2023	76640	101-371-717-000	6.98
05/23	05/01/2023	76640	101-301-719-000	494.56
05/23	05/01/2023	76640	596-483-717-000	9.38
05/23	05/01/2023	76640	592-557-717-000	32.32
05/23	05/01/2023	76640	592-536-717-000	1.20
05/23	05/01/2023	76640	592-483-719-000	81.74
05/23	05/01/2023	76640	592-536-719-000	3.08
05/23	05/01/2023	76640	592-557-719-000	83.21
05/23	05/01/2023	76640	596-483-719-000	29.15
05/23	05/01/2023	76640	596-521-719-000	6.16
05/23	05/01/2023	76640	661-536-719-000	17.01
05/23	05/01/2023	76640	242-728-719-000	33.98
05/23	05/01/2023	76640	536-336-719-000	40.89
05/23	05/01/2023	76640	590-483-719-000	81.74
05/23	05/01/2023	76640	590-536-719-000	3.08
05/23	05/01/2023	76640	590-567-719-000	209.71
05/23	05/01/2023	76640	590-568-719-000	21.57
05/23	05/01/2023	76640	202-463-719-000	15.41
05/23	05/01/2023	76640	203-463-719-000	18.49
05/23	05/01/2023	76640	203-483-719-000	25.13
05/23	05/01/2023	76640	204-442-719-000	9.25
05/23	05/01/2023	76640	204-483-719-000	18.43
05/23	05/01/2023	76640	242-441-719-000	13.82
05/23	05/01/2023	76640	101-371-719-000	22.51
05/23	05/01/2023	76640	101-410-719-000	18.34
05/23	05/01/2023	76640	101-441-719-000	97.65
05/23	05/01/2023	76640	101-691-719-000	6.16
05/23	05/01/2023	76640	101-748-719-000	31.47
05/23	05/01/2023	76640	202-483-719-000	25.13
05/23	05/01/2023	76640	596-521-717-000	2.39
05/23	05/01/2023	76640	661-536-717-000	5.19
05/23	05/01/2023	76640	101-172-719-000	46.36
05/23	05/01/2023	76640	101-253-719-000	49.52
05/23	05/01/2023	76640	101-260-719-000	65.46
05/23	05/01/2023	76640	101-265-719-000	36.98
05/23	05/01/2023	76640	536-336-717-000	12.77
05/23	05/01/2023	76640	590-483-717-000	23.94

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
05/23	05/01/2023	76640	590-536-717-000	1.20
05/23	05/01/2023	76640	590-567-717-000	82.19
05/23	05/01/2023	76640	590-568-717-000	8.38
05/23	05/01/2023	76640	592-483-717-000	23.94
05/23	05/01/2023	76640	203-463-717-000	7.18
05/23	05/01/2023	76640	203-483-717-000	6.58
05/23	05/01/2023	76640	204-442-717-000	3.59
05/23	05/01/2023	76640	204-483-717-000	4.99
05/23	05/01/2023	76640	242-441-717-000	4.69
05/23	05/01/2023	76640	242-728-717-000	10.77
05/23	05/01/2023	76640	101-410-717-000	5.19
05/23	05/01/2023	76640	101-441-717-000	36.71
05/23	05/01/2023	76640	101-691-717-000	2.39
05/23	05/01/2023	76640	101-748-717-000	9.98
05/23	05/01/2023	76640	202-483-717-000	6.58
05/23	05/01/2023	76640	202-463-717-000	5.99
Total COMPANION LIFE INSURANCE CO.:				2,194.24
Total 76640:				2,194.24
<b>DTE ENERGY</b>				
05/23	05/01/2023	76641	590-567-920-000	7,703.57
05/23	05/01/2023	76641	101-441-926-000	183.17
05/23	05/01/2023	76641	101-441-926-000	154.16
05/23	05/01/2023	76641	590-568-920-000	534.41
05/23	05/01/2023	76641	592-557-920-000	626.73
05/23	05/01/2023	76641	590-568-920-000	121.75
05/23	05/01/2023	76641	101-265-920-000	1,241.84
05/23	05/01/2023	76641	101-748-920-000	14.89
05/23	05/01/2023	76641	101-441-926-000	16.82
05/23	05/01/2023	76641	101-265-920-000	652.84
05/23	05/01/2023	76641	590-568-920-000	249.65
05/23	05/01/2023	76641	101-691-920-000	14.89
05/23	05/01/2023	76641	590-568-920-000	15.32
05/23	05/01/2023	76641	592-557-920-000	860.97
05/23	05/01/2023	76641	101-441-926-000	16.37
05/23	05/01/2023	76641	101-697-920-000	30.79
05/23	05/01/2023	76641	204-444-920-000	37.02
05/23	05/01/2023	76641	590-568-920-000	363.01
05/23	05/01/2023	76641	590-568-920-000	92.30
05/23	05/01/2023	76641	592-557-920-000	1,291.18
05/23	05/01/2023	76641	590-568-920-000	257.25
05/23	05/01/2023	76641	590-568-920-000	47.27
05/23	05/01/2023	76641	101-691-920-000	114.79
05/23	05/01/2023	76641	204-444-920-000	68.36
05/23	05/01/2023	76641	101-691-920-000	45.17
05/23	05/01/2023	76641	101-441-926-000	152.01
05/23	05/01/2023	76641	592-557-920-000	6,671.88
05/23	05/01/2023	76641	204-444-920-000	85.59
05/23	05/01/2023	76641	242-728-920-000	451.48
05/23	05/01/2023	76641	101-265-920-000	40.60

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
05/23	05/01/2023	76641	101-695-920-000	158.43
05/23	05/01/2023	76641	101-748-920-000	26.35
05/23	05/01/2023	76641	101-265-920-000	25.04
Total DTE ENERGY:				22,365.90
Total 76641:				22,365.90

**FIRST BANKCARD**

05/23	05/01/2023	76642	204-442-801-000	1,043.25
05/23	05/01/2023	76642	101-748-740-000	298.24
05/23	05/01/2023	76642	242-733-900-001	150.00
05/23	05/01/2023	76642	242-733-900-001	484.29
05/23	05/01/2023	76642	242-733-965-008	90.89
05/23	05/01/2023	76642	242-733-900-001	39.00
05/23	05/01/2023	76642	590-567-960-000	250.00
05/23	05/01/2023	76642	590-567-742-000	299.88
05/23	05/01/2023	76642	590-567-960-000	339.00
05/23	05/01/2023	76642	590-567-776-000	50.83
05/23	05/01/2023	76642	101-253-960-000	599.00
05/23	05/01/2023	76642	101-253-807-000	28.75
05/23	05/01/2023	76642	101-441-742-000	61.47
05/23	05/01/2023	76642	592-557-742-000	61.48
05/23	05/01/2023	76642	101-265-776-000	71.94
05/23	05/01/2023	76642	592-557-807-000	11.62
05/23	05/01/2023	76642	592-557-807-000	12.54
05/23	05/01/2023	76642	592-557-807-000	11.62
05/23	05/01/2023	76642	592-557-776-000	1,085.16
05/23	05/01/2023	76642	592-557-807-000	12.54
05/23	05/01/2023	76642	592-557-776-000	233.52
05/23	05/01/2023	76642	592-557-807-000	11.59
05/23	05/01/2023	76642	592-557-807-000	11.59
05/23	05/01/2023	76642	101-260-960-000	504.00
05/23	05/01/2023	76642	101-260-960-000	575.00
05/23	05/01/2023	76642	101-301-742-000	189.72
05/23	05/01/2023	76642	101-301-961-000	771.34
05/23	05/01/2023	76642	101-301-742-000	74.25
05/23	05/01/2023	76642	101-301-742-000	21.40
05/23	05/01/2023	76642	101-301-956-000	200.00
05/23	05/01/2023	76642	536-336-740-000	47.98
05/23	05/01/2023	76642	536-336-740-000	25.42
05/23	05/01/2023	76642	536-336-740-000	68.42
05/23	05/01/2023	76642	536-336-740-000	50.94
05/23	05/01/2023	76642	536-336-740-000	28.61
05/23	05/01/2023	76642	536-336-740-000	141.85
05/23	05/01/2023	76642	536-336-740-000	38.33
05/23	05/01/2023	76642	536-652-835-000	116.80
05/23	05/01/2023	76642	536-336-740-000	90.45
05/23	05/01/2023	76642	536-336-740-000	27.92



GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
			Total KRISTAL'S HELPING HAND LLC:	710.00
			Total 76648:	710.00
			<b>MEDLER ELECTRIC COMPANY</b>	
05/23	05/01/2023	76649	101-265-776-000	103.88
			Total MEDLER ELECTRIC COMPANY:	103.88
			Total 76649:	103.88
			<b>MICHIGAN MUNICIPAL LEAGUE</b>	
05/23	05/01/2023	76650	101-101-960-000	225.00
			Total MICHIGAN MUNICIPAL LEAGUE:	225.00
			Total 76650:	225.00
			<b>MICHIGAN PIPE &amp; VALVE-SAGINAW</b>	
05/23	05/01/2023	76651	592-557-970-001	640.00
05/23	05/01/2023	76651	590-567-970-001	640.00
05/23	05/01/2023	76651	590-568-970-000	8,133.00
05/23	05/01/2023	76651	592-557-970-000	8,133.00
			Total MICHIGAN PIPE & VALVE-SAGINAW:	17,546.00
			Total 76651:	17,546.00
			<b>MICHIGAN RURAL WATER ASSOCIATION</b>	
05/23	05/01/2023	76652	592-557-801-000	850.00
05/23	05/01/2023	76652	590-567-801-000	510.00
			Total MICHIGAN RURAL WATER ASSOCIATION:	1,360.00
			Total 76652:	1,360.00
			<b>NAVITOR INC</b>	
05/23	05/01/2023	76653	661-536-776-000	17.51
05/23	05/01/2023	76653	101-172-740-000	17.51
05/23	05/01/2023	76653	101-253-740-000	17.51
05/23	05/01/2023	76653	101-260-740-000	17.51
05/23	05/01/2023	76653	101-265-776-000	17.51
05/23	05/01/2023	76653	101-266-776-000	17.51
05/23	05/01/2023	76653	590-567-776-002	17.51
05/23	05/01/2023	76653	592-557-776-000	17.51
05/23	05/01/2023	76653	596-521-740-000	17.51
05/23	05/01/2023	76653	536-336-740-000	17.54
05/23	05/01/2023	76653	101-695-776-000	17.51
05/23	05/01/2023	76653	101-697-776-000	17.51
05/23	05/01/2023	76653	101-748-740-000	17.51
05/23	05/01/2023	76653	202-463-776-000	17.51

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
05/23	05/01/2023	76653	203-463-776-000	17.51
05/23	05/01/2023	76653	242-728-740-000	17.51
05/23	05/01/2023	76653	101-301-740-000	17.51
05/23	05/01/2023	76653	101-371-740-000	17.51
05/23	05/01/2023	76653	101-400-740-000	17.51
05/23	05/01/2023	76653	101-410-740-000	17.51
05/23	05/01/2023	76653	101-441-776-001	17.51
05/23	05/01/2023	76653	101-691-740-000	17.51
Total NAVITOR INC:				385.25
Total 76653:				385.25
<b>NEOGEN CORPORATION</b>				
05/23	05/01/2023	76654	590-567-776-001	110.32
05/23	05/01/2023	76654	590-567-776-001	179.09
05/23	05/01/2023	76654	590-567-776-001	270.04
Total NEOGEN CORPORATION:				559.45
Total 76654:				559.45
<b>RASMUSSEN TRUCKING SERVICE CENTER LLC</b>				
05/23	05/01/2023	76655	536-336-930-000	1,532.12
Total RASMUSSEN TRUCKING SERVICE CENTER LLC:				1,532.12
Total 76655:				1,532.12
<b>ROSS EDUCATION HOLDINGS INC</b>				
05/23	05/01/2023	76656	101-441-960-000	1,900.00
Total ROSS EDUCATION HOLDINGS INC:				1,900.00
Total 76656:				1,900.00
<b>THE SAFETY COMPANY LLC</b>				
05/23	05/01/2023	76657	661-536-776-000	952.00
Total THE SAFETY COMPANY LLC:				952.00
Total 76657:				952.00
<b>THUMB MEAT MARKET LLC</b>				
05/23	05/01/2023	76658	590-567-777-000	40.00
05/23	05/01/2023	76658	592-557-776-000	10.00
Total THUMB MEAT MARKET LLC:				50.00
Total 76658:				50.00

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>THUMB NARCOTICS</b>				
05/23	05/01/2023	76659	101-301-880-000	1,000.00
Total THUMB NARCOTICS:				
Total 76659:				
<b>THUMB WELDING SUPPLY</b>				
05/23	05/01/2023	76660	101-265-776-000	3.00
Total THUMB WELDING SUPPLY:				
Total 76660:				
<b>TRACE ANALYTICAL LABORATORIES, INC</b>				
05/23	05/01/2023	76661	592-557-801-000	60.00
05/23	05/01/2023	76661	592-557-801-000	60.00
05/23	05/01/2023	76661	592-557-801-000	210.00
Total TRACE ANALYTICAL LABORATORIES, INC:				
Total 76661:				
<b>TUSCOLA COUNTY</b>				
05/23	05/01/2023	76662	101-257-801-000	2,437.50
Total TUSCOLA COUNTY:				
Total 76662:				
<b>TUSCOLA COUNTY ROAD COMMISSION</b>				
05/23	05/01/2023	76663	661-536-930-000	3,620.86
Total TUSCOLA COUNTY ROAD COMMISSION:				
Total 76663:				
<b>TUSCOLA COUNTY TREASURER</b>				
05/23	05/01/2023	76664	101-000-425-005	110.00
Total TUSCOLA COUNTY TREASURER:				
Total 76664:				
<b>ULINE</b>				
05/23	05/01/2023	76665	590-567-776-000	2,370.81
Total ULINE:				
Total 76665:				

GL Period	Check Issue Date	Check Number	Invoice GL Account	Amount
<b>UNIQUE PAVING MATERIALS CORP</b>				
05/23	05/01/2023	76666	203-463-776-000	455.67
05/23	05/01/2023	76666	202-463-776-000	455.67
				<hr/>
			Total UNIQUE PAVING MATERIALS CORP:	911.34
				<hr/>
			Total 76666:	911.34
				<hr/>
<b>USA BLUEBOOK</b>				
05/23	05/01/2023	76667	590-568-776-000	1,620.33
05/23	05/01/2023	76667	590-568-776-000	1,049.90
05/23	05/01/2023	76667	590-568-776-000	1,121.64
05/23	05/01/2023	76667	592-557-801-000	1,792.00
05/23	05/01/2023	76667	590-568-776-000	1,848.25
05/23	05/01/2023	76667	590-567-776-000	1,114.19
05/23	05/01/2023	76667	590-567-776-000	255.44
				<hr/>
			Total USA BLUEBOOK:	8,801.75
				<hr/>
			Total 76667:	8,801.75
				<hr/>
<b>WATER SOLUTIONS UNLIMITED</b>				
05/23	05/01/2023	76668	590-567-776-004	1,425.00
				<hr/>
			Total WATER SOLUTIONS UNLIMITED:	1,425.00
				<hr/>
			Total 76668:	1,425.00
				<hr/>
			Grand Totals:	103,897.77
				<hr/>

## Report Criteria:

Report type: GL detail

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

# CITY OF CARO

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

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

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

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, April 26, 2023  
RE: Agenda Item – Rowe Engineering Contract – South Colling Road

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Members of the Caro City Council,

As you might be aware, as part of our participation in the Small Urban Task force we have a project scheduled for 2024 to Mill and Fill the portion of South Colling Road from the City Limits at the railroad to M-81. This project is being funded mostly by the Michigan Department of Transportation (MDOT) as part of this program, and we are seeking approval to contract with Rowe Professional Services to provide engineering services for this project.

Rowe has met with myself and DPW Superintendent Reese to go over the scope of the project and define roles and expectations. The City Attorney has reviewed the contract and approved it as to form.

Your options for motions are:

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



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

April 6, 2023

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

RE: S. Colling Road 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. The proposed project consists of milling, resurfacing and related work of S. Colling Road from the south city limits, north to the M-81 intersection. The project will be let (bid out) through the Michigan Department of Transportation's (MDOT) Local Agency Program (LAP) and therefore the project must follow MDOT LAP format. 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. Coordinate with MDOT Office of Rail for a Railroad Diagnostic Study Team Review Meeting to review the existing railroad crossing just outside of the city limits.
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).
4. Prepare the MDOT Program Application for city review / signature and submit to MDOT for their review and approval.

**SINCE 1962**

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 from railroad tracks to the beginning of the curb and gutter at Kester Street. Full topo survey is required in this section of S. Colling Road to review and confirm areas needing guardrail, to confirm existing shoulder widths and ditch slopes. Road centerline profile and pavement cross slopes also are required to be reviewed and confirmed they meet standards.
  - The remainder of S. Colling Road, partial survey to locate existing centerline and edges of pavement and /or curb and gutter to determine existing cross slopes.
  - Locate existing signs for replacement.
  - Determine the location of the existing right-of-way based on section line.
  - 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, Guardrail Replacement Details, Pavement Markings and Signage Sheet and Traffic Control Sheet.
7. Coordinate with MDOT Traffic Division for the design of replacement traffic loops that control the traffic light at M-81.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Assist the city in the preparation and submittal of all agency permits. Based on our understanding of the project, we anticipate submitting the following permit applications:
  - SESC from county building codes
14. 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.

15. 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. Improvements that might be identified / required by the MDOT Office of Rail after the Railroad Diagnostic Study Team Review meeting.
3. MDOT LAP Section 106 Application (full SHPO review). Proposal is based on all proposed work meeting the Group 2 Conditionally Excepted as determined by MDOT and that no further SHPO review will be required.
4. Soil borings and geo-technical work – the city will contract these services directly with a geo-technical company.
5. Construction Engineering Services. ROWE will provide the city with a proposal for the construction engineering once the design is completed and construction schedule / duration is determined.

## **SCHEDULE**

As stated above, this project will be funded by MDOT and will need to adhere to the LAP Project Planning Guide for submittal dates. We have prepared the following project design schedule for your consideration based on a February 2024 letting and for Construction starting in July 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 .....	April 17, 2023
Project Kick-Off Meeting .....	April 24, 2023
Railroad Diagnostic Study Team Review Meeting .....	May 10, 2023
Submit to SHPO for clearance .....	June 01, 2023
Submit NEPA Application .....	June 01, 2023
Programming Application Submittal .....	August 01, 2023
GI Package Submittal .....	September 11, 2023*
Approximate GI Meeting .....	August 11, 2023*
Final Plan Submittal .....	December 15, 2023*
Obligation of funds (must be before Oct 2024) .....	January 2024**
Letting Date .....	February 02, 2024*
Construction Begins .....	July 01, 2024
Construction Complete .....	September 20, 2024

\* MDOT dates from planning guide

\*\* HIP Funds (\$81,204.00) must be obligated in FY 2024 or funds will be lost

## COMPENSATION

ROWE proposes to provide Design Engineering Services as outlined above for a Lump Sum fee of **\$59,700**. This fee includes \$6,000 for NEPA clearance (environmental and SHPO clearance required by MDOT), \$4,500 for a topographic survey to create schematic plans and \$2,000 for design of guardrail replacement. 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  
Carpenter  
Digitally signed by Mike  
Carpenter  
Date: 2023.04.06  
08:42:56 -04'00'

Michael C. Carpenter  
Project Administrator

R:\Projects\PROPOSAL\LETTER PROPOSAL WORK IN PROGRESS\City of Caro\2023\S Colling Road\Design Eng\S Colling  
Proposal.docx

**City of Caro - YR 2024 MDOT Small Urban Project****S Colling Road Rehabilitation****Opinion of Probable Construction Cost for Budgeting**

ROWE No. 16L0004

December 2022

ROWE PROFESSIONAL  
SERVICES COMPANY

128 N. Saginaw

Lapeer, MI 48446

WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Mobilization	1	LS	\$43,700.00	\$43,700.00
SESC Control and permit	1	LS	\$7,200.00	\$7,200.00
Cold Milling - 3" deep	10,700	SYD	\$3.50	\$37,450.00
3" - 5EML HMA Overlay	1,950	TON	\$95.00	\$185,250.00
Trenching for Shoulders	25	STA	\$200.00	\$5,000.00
Shoulder Embankment and restoration	1	LS	\$16,900.00	\$16,900.00
Shoulder Gravel - two feet wide	250	TON	\$30.00	\$7,500.00
Guardrail Replacement	700	FT	\$44.00	\$30,800.00
Guardrail Terminal Replacement	4	EA	\$4,000.00	\$16,000.00
Sanitary MH Cover Adjustment with concrete collar and new cover	8	EA	\$1,700.00	\$13,600.00
Storm MH Cover Adjustment with concrete collar and new cover	8	EA	\$1,700.00	\$13,600.00
Water Gate Valve Adjustment with concrete collar	1	EA	\$700.00	\$700.00
Monument Preservation and new box	1	LS	\$2,000.00	\$2,000.00
Permanent Signage	1	LS	\$5,400.00	\$5,400.00
Pavement Markings	1	LS	\$16,000.00	\$16,000.00
Traffic Loop	2	EA	\$2,500.00	\$5,000.00
Traffic Control - Temporary Signage	1	LS	\$2,500.00	\$2,500.00
Traffic Control - Minor + Channelizing Devices + Lighted Arrow	1	LS	\$10,000.00	\$10,000.00
Traffic Control - Flagging	1	LS	\$20,000.00	\$20,000.00
		Sub Total		\$438,600.00
		contingency		\$43,854.00
		<b>Total Construction</b>		<b>\$482,454.00</b>
		STP Funding - 80/20 match req'd		\$321,000.00
		HIP-COVID Funding - no match req'd		\$81,204.00
		<b>Total Funding</b>		<b>\$402,204.00</b>
		City Match - 80/20 of STP funds		\$80,250.00
		Soil Borings (by City)		\$3,000.00
		NEPA		\$5,000.00
		SHPO		\$5,000.00
		Guardrail evaluation		\$2,000.00
		Design Engineering		\$50,000.00
		Const Engineering		\$72,000.00
		<b>Total Cost to City</b>		<b>\$217,250.00</b>

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors method of pricing and that the Consultants opinions of probable constructions costs are made on the basis of the Consultant's professional judgement and experience. The consultant makes no warranty, express or implied, that the bids or the negotiated costs of the work will not vary from the Consultant's opinion of probably construction cost. See second page for estimate notes.

NOTES:

- Project limits are from north of R/R to M-81 - two lane section to Kester and three lane section to M-81
- Pavement area for two lane section = 1300' x 24'wd = 3500 syds + 800 syds for turn lane = 4300 syds
- Pavement area for three lane section = 1400' x 36'wd = 5600 syds + 800 syds for two intersections and taper = 6400 syds
- Pavement area dimensions: lengths were taken from Google & widths were field checked
- Mill 3" of existing HMA and 3" HMA Overlay
- Proposed pavement design assumes 5 1/2" or more of existing pavement but is without the benefit of pavement cores to determine the actual existing thickness. Pavement cores will need to be obtained by the City prior to design.
- 2' wide Agg Shoulders will be required per MDOT
- New pavement markings - Polyurea - double yellow, center turn lane, edge lines and intersection markings
- Permanent Signage includes removal of existing signs and assumes 18 new signs
- No sidewalk within project limits
- Estimate assumes a railroad crossing diagnostics will not be required and no railroad crossing improvements
- No restoration work will be required other than for shoulder embankment

Contract for Engineering Services

*S. Colling Road Resurfacing Project with MDOT LAP funds  
City of Caro*

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

The Client has the following project, hereinafter referred to as the "Project": Proposed project consists of milling, resurfacing and related work of S. Colling Road from the south city limits, north to the M-81 intersection. The project will be let (bid out) through the Michigan Department of Transportation's (MDOT) Local Agency Program (LAP) and therefore the project must follow MDOT LAP format.

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

**Section 1 – Basic Services of the Consultant**

A. Scope of Service:

The Consultant will perform the services described in the Consultant's Proposal, dated April 06, 2023 (hereinafter the "Services"). A copy of the Proposal is attached and incorporated into this Agreement as Exhibit A.

B. General:

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

**Section 2 – Additional Services of the Consultant**

A. General:

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

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

**Section 3 – Client's Responsibilities**

A. General:

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

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

#### **Section 4 – Period of Service**

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

#### **Section 5 – Payments to the Consultant**

- A. Payments for Basic Services of the Consultant Under Section 1:
  1. The Client will pay the Consultant for the Services and reimbursable expenses indicated in Exhibit A.
  2. The payment for the Services, including reimbursable expenses, as defined above shall be allocated to be paid monthly, as the Services progress. Payments are due within 30 days of the invoice date. Outstanding invoices in excess of 30 days will be subject to interest incurred at a rate of 1.5 percent per month. Effective after September 21, 2021, there is a 3 percent convenience fee on all amounts paid by the Client using a credit card.
- B. Payment for Additional Services of the Consultant Under Section 2:
  1. The Client will pay the Consultant for additional services within 30 days of the invoice date for the applicable additional services.
- C. General:
  1. If this Agreement is terminated after completion of any phase of the Consultant's Services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases completed shall constitute total payment for the Services rendered. If this Agreement is terminated during any phase of the Services, payment shall be made for Services performed prior to termination on the basis of the portion of each phase completed.
  2. If, prior to termination of this Agreement, any Services designed or specified by the Consultant during any phase of the Services are suspended in whole or in part or abandoned not due to any fault of the Consultant, after written notice from the Client, the Consultant shall be paid for Services performed prior to receipt of such notice from the Client as provided in Paragraph 6.A for termination during any phase of the Services.
  3. Where the Consultant utilizes subconsultants to perform a portion of the Services as approved by the Owner, and the subconsultants directly invoices the Consultant, the subconsultants' invoices will be marked up by 15 percent to cover administration costs.

## **Section 6 – General Conditions**

### **A. Termination:**

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

### **B. Ownership:**

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

### **C. Insurance:**

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

### **D. Successors and Assigns:**

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

### **E. Independent Contractor:**

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

### **F. Non-Discrimination:**

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

### **G. Mediation:**

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

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

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

H. Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/Project site, shall relieve the construction contractor(s) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with the construction work or any health or safety programs or procedures. The Client agrees to require the construction contractor(s) to provide liability insurance for the Project(s), indemnifying and listing as additional insureds the Client, the Consultant and the Consultant's employees and subconsultants.

I. Limitation of Liability:

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

J. Standard of Care:

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

K. Project Information:

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

L. Submittals:

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

M. Construction Phase:

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

N. Applicable Law:

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

**Section 7 – Special Provisions**

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

NONE.

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

Client:  
City of Caro

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Signature

---

Typed Name and Title

Consultant:  
ROWE Professional Services Company

**Mike Carpenter** Digital signature by Mike Carpenter  
Date: 2023.04.06 08:08:27 -04'00'

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Signature

Michael C. Carpenter, Project Administrator

---

Typed Name and Title

# CITY OF CARO

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

317 South State Street  
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DOREEN OEDY  
JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, April 26, 2023  
RE: Agenda Item – Fire Chief Contract – Randall Heckroth

---

Members of the Caro City Council,

As you are aware, Fire Chief Randy Heckroth has provided tremendous service to our community as our Fire Chief for the last 8 years, with service as a firefighter before that. During that time, he has also held responsibility as Zoning Administrator and as Code Enforcement Officer. His current contract ends on June 30, 2023, and he and I have negotiated terms of a new 3-year contract.

The major changes are:

1. His salary will increase to \$67,600 per year, with 3% increases each of the next two years. This reflects his years and quality of service, plus the increased responsibility with the Medical First Responder program.
2. He will be relieved of his duties as Zoning Administrator, and those duties will revert to the City Manager. This will allow him more time to focus on his Fire Chief and Code Enforcement responsibilities.
3. The option for Code Enforcement Officer duties to be transferred based on mutual agreement with himself and the City Manager exists. In my conversations with Chief Heckroth, we discussed future options for Code Enforcement and wanted to leave ourselves options without reopening the contract.
4. His vacation time is increased to 3 weeks per year.

Your options for motions are:

1. Allow the City Manager and Mayor to sign the contract with Randall Heckroth to continue as Fire Chief and Code Enforcement Officer as presented.
2. Table for further discussion.
3. Take no action.

**EMPLOYMENT AGREEMENT:  
FIRE CHIEF / CODE ENFORCEMENT OFFICER**

THIS AGREEMENT is made as of \_\_\_\_\_, 2023, (the “Effective Date”) by and between the City of Caro, a Michigan municipal corporation (“City” or “Employer”), and Randall Heckroth, an individual (“Employee”).

**Recitals**

- a. The City wishes to employ Employee as the full-time Fire Chief on an at-will basis at the pleasure of the City Manager; and
- b. The City further wishes to have Employee serve as Code Enforcement Officer on an at-will basis, with the understanding that the duties of Code Enforcement Officer may be reassigned during the term of this Agreement upon the mutual agreement of the City Manager and Employee; and
- c. Employee wishes to serve as the full-time Fire Chief and Code Enforcement Officer on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

**Agreement**

1. **Employee’s Duties.**
  - a. *Fire Chief.* Employee is to perform the duties of City Fire Chief during the term of his employment. This includes administration of the Fire Department, including but not limited to planning, organizing, directing, controlling, reporting, and coordinating the Department operations and other various duties as assigned by the City Manager.
  - b. *Code Enforcement Officer.* Employee is also to perform the duties of Code Enforcement Officer, which includes enforcing the City’s Code of Ordinances under the supervision of the City Manager. The City Manager and the Employee may mutually agree in writing to reassign the duties of Code Enforcement Officer. The reassignment of those duties will not modify the compensation under this Agreement unless the City and the Employee agree to amend this Agreement.
2. **“At Will” Employment; Supervision by City Manager**
  - a. Employee is an “**at will**” employee who may be terminated by the City Manager at any time, with or without cause.

b. Pursuant to Section 7.10 of the City Charter, the City Manager will supervise Employee and has the sole authority to terminate Employee's employment.

3. **Term; Termination; Severance.**

- a. The term of this Agreement is three years (July 1, 2023 through June 30, 2026), solely for the purpose of planning for Employee's compensation. This three-year term does not entitle Employee to employment with the City and does not change the "at will" nature of his employment. The City does not promise Employee any definite term of employment.
- b. If Employee resigns from employment, Employee will give the City 30 days' advance notice. Employee must return all City equipment and property on or before his last day of employment.
- c. If the City Manager terminates Employee's employment **without cause** on or before June 30, 2026, then the City must pay Employee 60 days of severance pay based on the rate of pay in effect under this Agreement at the time of termination. Employee is not entitled to any severance if (1) Employee is terminated for cause; or (2) Employee resigns from employment; or (3) Employee dies or becomes incapacitated in a manner that prevents Employee from performing the essential duties of the job, with or without reasonable accommodation.

4. **Compensation.** While employed by the City, Employee's compensation is as follows:

July 1, 2023 to June 30, 2024:	\$67,600.00
July 1, 2024 to June 30, 2025:	\$69,628.00
July 1, 2025 to June 30, 2026:	\$71,717.00

5. **Fringe Benefits.** While employed by the City, Employee's benefits are as follows:

- a. *Holidays.* Employee will receive the same holidays as other non-represented Department Heads.
- b. *Pension.* Employee may participate in the established Department Heads retirement plan (currently Mission Square 401A & 457). The City and Employee will pay into the established plan in accordance with the plan documents.
- c. *Disability and Life Insurance.* Employee will receive the same disability, life insurance, and workers' compensation benefits as other non-represented Department Heads, as set forth in the plan documents.

- d. *Health Insurance.* Employee will receive the same health insurance benefits as other non-represented Department Heads, as set forth in the plan documents. If Employee elects to participate in the health insurance plan, the premium contribution will be calculated in accordance with Public Act 152 of 2011. If Employee elects not to participate in the health insurance plan, Employee will sign a waiver of health insurance coverage and will not receive any payment in lieu of health insurance coverage.
- e. *Vacation.* Employee is entitled to 120 hours of paid vacation time each year during the term of this Agreement, or the amount of paid vacation time allowed to Employee under the City of Caro Employee Handbook, whichever is greater. Employee may carry over not more than 40 hours of unused paid vacation time to the following year. If Employee resigns from employment, the City will pay Employee the value of any accrued unused vacation time, but only if Employee has given the City 30 days' advance notice of his resignation as required under Paragraph 3(b). The City will not pay any accrued vacation pay to Employee if Employee resigns without 30 days' notice or is terminated with or without cause. Upon retirement, Employee will be paid for accrued vacation time per the City of Caro Employee Handbook.
- f. *Sick Pay.* Employee is entitled to 12 sick days per year, with such sick days accumulating at a rate of eight hours per month for the term of employment under this Agreement, up to a maximum of 240 hours of sick time. If Employee resigns from employment, the City will pay Employee 50% of the value of any accrued unused sick time at Employee's current rate of pay, but only if Employee has given the City 30 days' advance notice of his resignation as required under Paragraph 3(b). The City will not pay any accrued sick pay to Employee if Employee resigns without 30 days' notice or is terminated with or without cause. Upon retirement, Employee will be paid for accrued sick time per the City of Caro Employee Handbook.
- g. *Death and Incapacitation Benefits.* If Employee dies during the term of employment, the City will pay his estate all compensation that would otherwise have been payable to Employee up to the date of his death. If Employee becomes incapacitated in a manner that prevents Employee from performing the essential duties of his job, with or without reasonable accommodation, the City will pay Employee all compensation earned by Employee. "Compensation" means all wages, unused vacation time, and unused sick time up to the date of death or incapacitation.

6. **Work Rules.** The City may publish, modify, and enforce reasonable work rules, policies, and regulations. Employee agrees to comply with those rules, policies, and regulations.

7. **Work Schedule.** Employee's normal work schedule is 80 hours bi-weekly as assigned by the City Manager or his or her designee.

8. **Professional Development.** The City will pay for any classes, certifications, and trainings that Employee attends that are related to his employment and that are approved by the City Manager.

9. **Business Expenses.** Upon approval by the City Manager, the City will reimburse Employee for any City-related expenses paid out of his personal funds, other than uniforms and equipment. The City will reimburse travel expenses incurred by Employee in the discharge of City business at the current mileage rate allowed by the IRS, so long as Employee provides complete and accurate records of his travel expenses and the City Manager approves the expenses.

10. **Indemnification.** To the extent required by law, the City will defend, indemnify, and hold harmless Employee from any claims, demands, or causes of action against Employee arising out of and within the scope of his employment with the City. This indemnification obligation does not extend to any criminal investigations or criminal complaints brought against Employee.

11. **Other Provisions.**

- a. **Governing Law.** Michigan law governs this Agreement.
- b. **Severability.** Each provision of this Agreement is intended to be separable. If any term is held to be invalid or unenforceable by a court of competent jurisdiction, such ruling does not affect the validity of the remainder of this Agreement, which remains in full force and effect.
- c. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, constitute a single instrument. A faxed or electronic copy of a signed original of the Agreement is as authentic as a signed original.
- d. **Construction.** This Agreement will not be construed against either of the parties. Each of the parties is considered the drafter of this Agreement.
- e. **Entire Agreement.** This Agreement is the parties' entire agreement as to the matter described above. The parties have no oral or other understandings concerning this matter except as set forth in this Agreement. This Agreement supersedes and replaces any previous understandings and agreements between the parties.

- f. Amendments. This Agreement may be modified only in a writing signed by the Parties.
- g. Authority. The parties represent that they have the authority to execute this Agreement in the capacity indicated below.

THE CITY OF CARO  
A Michigan Municipal Corporation

By: \_\_\_\_\_  
Karen Snider, Mayor

By: \_\_\_\_\_  
Scott R. Czasak, City Manager

Attest: \_\_\_\_\_  
Rita Papp, City Clerk

EMPLOYEE:

\_\_\_\_\_  
Randall Heckroth

87253:00001:7006207-1

## Rita Papp

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**From:** Lauren Amellal  
**Sent:** Wednesday, April 26, 2023 3:49 PM  
**To:** Scott Czasak; Rita Papp  
**Subject:** P & R Requests  
**Attachments:** 20230426155329777.pdf

Hello,

Please include the following Parks & Recreation Requests in the Council Packet on May 1, 2023.

Parks & Rec would like to place the following order:

Picnic Tables: 7 x \$400= \$2,800.00  
Bike Rack: 1 x \$468.85= \$468.85  
Trash Receptacles: 6 x \$218.85= \$1,313.10  
Shipping for Bike Rack & Trash Receptacles: \$572.52

Total cost for all items: \$5,154.47

The original expense request was for approximately \$5,000.00 for fixture upgrades. Parks & Recreation was offered one (1) donated table if they order 7. The Parks & Recreation Committee is aware that there may be an additional cost for hardware to place the new trash receptacles as well as move and mount the old ones from Bieth Park to Chippewa Landing.

The total request then would include all items, not to exceed \$5,500.00.

Thank you,

**Lauren M. Amellal**  
**Director of Development &**  
**Strategic Initiatives**  
City of Caro  
317 S. State Street  
Caro, MI 48723  
**O: 989-673-7671 (ext. 5229)**

# ***TLS Enterprises***

Quote # 42123-1

***"For all your Roofing, Remodeling, & Construction needs"***

1200 E Sanilac Rd. Caro, MI 48723

Cell: 989-385-3907 e-mail: [tonylroof@gmail.com](mailto:tonylroof@gmail.com) [tlsenterprisesusa.com](http://tlsenterprisesusa.com)

## ***City of Caro***

***Submitted by: Tony Szcygiel, DBA: TLS Ent. 1200 E Sanilac Rd. Caro, MI 48723***

***Project consists of: Custom built 6' treated picnic tables***

***Scope of work:***

- Purchase all materials needed for the tables.
- Cut all boards to length and angles as needed.
- Use all treated lumber, including supports.
- Install support boards on underside to minimize warping and twisting.
- All fasteners to be exterior grade as recommended.
- Price includes delivery

***Sum Total for each 6' table: \$400.00     Accept     Decline***

***I hereby agree to all above specified work and will pay in full the contracted amount upon completion of said work. 50% of the contracted amount will be required up front for material purchases and operating costs.***

***Party in agreement: \_\_\_\_\_***

***Date: \_\_\_\_\_***

[www.constructionproducts.com/resources/whitepapers](http://www.constructionproducts.com/resources/whitepapers)

<http://www.treetopproducts.com/checkout#payment>

## Payment Method

- ) Credit Card
- ) Purchase Order

My billing and shipping address are the same

## Order Summary

Subtotal	\$1,781.95
Shipping	\$572.52
ABFS-Standard	

### Billing Address

Lauren Amellal  
317 South State Street  
Caro, Michigan 48723  
United States

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卷之三

Lauren Amellai  
741 South Hooper Street  
Caro, Michigan 48723

## Square Commercial Trash Receptacles

See Details

Shine in 3 to 5 Dave

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Traditional Powder-Coated Bike  
Qty 6

	CHAT
Racks	<a href="#">See Details</a>
	Ships in 1 to 2 Days

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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  
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Phone 989-673-2226  
Fax 989-673-7310  
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MAYOR  
KAREN SNIDER  
CITY COUNCIL  
EMILY CAMPBELL  
BOB ESCHENBACHER  
PAMELA ISELER  
CHARLOTTE KISH  
DOREEN OEDY  
JILL WHITE

**TO:** City Council  
**FROM:** Karen Snider - Mayor  
**SUBJECT:** Mayor's Report  
**DATE:** May 1, 2023

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The Caro Chamber of Commerce celebrated their annual Citizen of the Year on April 15, 2023. I had the honor of presenting Special Tributes to Susan Rickwalt Holder (Citizen of the Year) and Erin Schmandt (Merit Winner) on behalf of the State legislators.

I was unable to attend the spring cleanup at Bieth Park on Saturday, April 22 due to an out-of-town commitment. So happy they had such a great turnout of workers. Looks fantastic!

I will be attending the Great Start Tuscola Ribbon Cutting on April 28, 2023, at 543 Columbia Street, Caro.

Another budget workshop is scheduled for council on May 3, 2023, from 5:30 p.m. until 7:30 p.m. Staff have been working hard making some corrections.

Met with Steve Erickson on April 19, 2023, and reviewed upcoming projects.

Attended the Caro Rotary meeting on April 17th and 24th. Rotary hosted the local farmers. We learned about Michigan's agriculture and that the top commodities produced in Tuscola County are corn, soybeans, and sugar beets. Seventeen percent of Michigan's employment is through Michigan's Food and Agriculture System. Michigan has 47,641 farms and 9.8 million acres of farmland.

The below items are left on my report as reminders:

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

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

# CITY OF CARO

CITY MANAGER  
SCOTT R CZASAK  
CITY CLERK  
RITA PAPP  
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JILL WHITE

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

Mayor Karen Snider

# CITY OF CARO

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JILL WHITE

## MEMORANDUM

TO: Caro City Council  
FROM: City Manager Scott R. Czasak  
DATE: Wednesday, April 26, 2023  
RE: City Manager's Report

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Members of the Caro City Council,

As we march forward toward another Pure Michigan summer here in Caro, I am fully engaged in multiple directions in the last two weeks as your City Manager.

I attended both days of the Michigan Municipal Leagues 2023 Capitol Convention in Lansing on the 18<sup>th</sup> and 19<sup>th</sup>. It was a tremendous experience being able to engage with a variety of municipal officials from all over the state. Of note I spent a good deal of time talking with my counterpart from Vassar about local issues, with other Managers from the Thumb area, and ironically a couple of old friends who are now working for vendors who I was pleased to reconnect with and discuss opportunities for the City of Caro. I also spoke with each vendor table and got a lot of good feedback about wanting to be part of our projects going forward. I am working on a database of the cards I collected so I can directly send bid opportunities to those I met in Lansing.

Outside of my normal meetings with Rotary, council members, Department Heads, and staff I also had a meeting with representatives from State Street Bank about financial opportunities they can provide, Neil Jackson from the Fair Board gave me a tour of the Fair facilities and we went over various issues and opportunities, and met with DPW Superintendent Reese and Greg from the Frankenmuth Bible Church about development of projects for their day of service in October.

Also, at our next meeting we will have an agenda item discussing the Drinking Water State Revolving Fund (DWSRF) request to be presented by Mike Carpenter from Rowe. The draft project document will be available at City Hall starting on May 4<sup>th</sup>, and at the May 15<sup>th</sup> meeting, there will not need to be a Public Hearing, however, there will be a sign-in sheet to meet State of Michigan requirements for the meeting.

Currently, I am scheduled for two ribbon cuttings on Friday and a meeting with the Fire Department and the Townships it serves this evening. I am happy to say I have been keeping busy as your City Manager and I look forward to continuing to do so as we move forward!

# CITY OF CARO

CITY MANAGER  
SCOTT CZASAK  
CITY CLERK  
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DOREEN OEDY  
JILL WHITE

**TO:** City Council/City Manager  
**FROM:** Rita Papp – City Clerk  
**SUBJECT:** Clerk's Report  
**DATE:** May 1, 2023

---

- Continue to follow up on the upcoming changes to the election process due to the passing the Proposal 22-2, Promote the Vote. Starting with the February 2024 election, voters will be given the opportunity to vote in person 9 days prior to election day. The State of Michigan will provide postage for AV applications and AV Ballots. There is also a change to military & overseas voter ballots, if postmarked on election day and not received, ballots must be counted within 6 days. Several changes and challenges are on the horizon for the Clerk's office. With these changes, the Election budget has been affected. More expenses had to be accounted for. I'm working with the County Clerk to get clarification on potential reimbursements to offset the expenses. More updates will be forthcoming.
- Continuing to attend Rotary Meetings to network with community members.
- Continuing to attend monthly LEAD Tuscola meetings as secretary of the Steering Committee.
- Interviewed Seasonal Employee candidates with Tom Reese. 4 Seasonal Employees are starting May 1, 2023.
- Posted the Parks & Recreation Committee vacancies (2), deadline is April 30, 2023 at 5:00 pm.
- The Planning Commission meeting scheduled for April 25, 2023 was cancelled due to no agenda items.
- Ribbon Cutting Ceremony invitations received for Crossroads Market – 10:30 am & Great Start Tuscola Enrichment Center – 12:00 pm.
- Budget Workshop is scheduled for May 3, 2023 at 5:30 pm to 7:30 pm.
- Received confirmation that the City of Caro will be having an election on August 8, 2023. Tuscola County Jail Proposal.