

**AGENDA
REGULAR MEETING OF THE CARO CITY COUNCIL
OCTOBER 7, 2024, 6:30 P.M.
317 S STATE ST – COUNCIL CHAMBERS**

CALL TO ORDER (Pledge of Allegiance)

AGENDA APPROVAL

PUBLIC COMMENTS:

COMMUNICATION:

1. Parks & Recreation Committee Minutes – September 17, 2024

CONSENT AGENDA:

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

REGULAR AGENDA:

1. Open Public Hearing - Snow Removal Ordinance No. 487
2. Public/Council Comments
3. Close Public Hearing - Snow Removal Ordinance No. 487
4. Action - Snow Removal Ordinance No. 487
5. IT Services Bids
6. DPW Trailer
7. Actuators for Water Treatment Facility
8. MDOT Maintenance Contract & Resolution
9. Fire Department Radios
10. Planning Commission Member Absence
11. Set Halloween Trick or Treating Hours

ITEMS PENDING/POSTPONED: None

COMMITTEE/LIAISON POSITION REPORTS: None

MAYOR'S REPORT – Written report submitted.

MANAGER COMMENTS – Written report submitted.

CLERK'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENTS

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Parks and Recreation Committee Meeting Minutes - September 17, 2024

Present: Colleen Russell, Sean Smith, Tanya Batschke, Jeff Hartel, Sue Ellen Greenlee, Jill White, Jason Davis and Robert Scheil

Absent: None

Others Present: Karen Snider, Scott Czasak and Carrie Will.

I Call meeting to order - 5:30 pm

II. Pledge of Allegiance

III. Approval of Agenda - Motion: Jeff **Second** Sue Ellen **Passed** 7-0

IV. Public Comment - None

V. Approval of Minutes - Motion(with correction) Sue Ellen **Second** Tanya **Passed** 7-0

*correction - VI, c, "Parks and Rec Supt Report" - should say well attended, not well attenda.

VI. City Council Liaison Report

a. Jill - Walking bridge has been stained.

b. Scott - Storyboard Walk opened on the walking trail, commended the work Carrie Will has been doing and announced the resignation of Lauren Amellal from the DDA effective October 11.

c. Carrie - Planning Harvest on the River event and discussed looking into having a snowman burning event to say "Goodbye to winter and hello to spring". More info to follow.

VII. Committee Reports

a. Disc Golf Capital Improvement - committee reported that they had met and made a recommendation to take 2 baskets from the midway area and place them with the others on the infield of the racetrack. Currently there are 2 baskets in the midway area, 4 on the infield of the racetrack and 3 located in Bieth Park. That would make a 9 hole course with 6 baskets on the infield and 3 baskets in Bieth Park. The 9 hole course would begin by the volleyball courts.

VIII. New Business

- a. Harvest on the River** - A pamphlet was distributed for the committee to view. This event will take place at Chippewa Landing Park on October 12 from 2:00 pm - 6:00 pm. Many activities are being planned.
- b. Christmas Fire Truck Tour** - The mayor and Santa will travel around the city of Caro spreading the Christmas spirit. The fire truck will have its lights and siren on.
- c. December Meeting** - A motion by Tanya and a Second by Sue Ellen to move December's Park and Rec Committee Meeting to December 10 at 5:30 pm. This motion was in response to the regular meeting being scheduled so close to Christmas. The motion passed 7-0.

IX. Old Business

- a. Community Park Pavilion Dedication Recap** - This event went well. The Faust family requested a picture of the Faust girls if anyone had one. Thanks to Kory for the use of the sound system.
- b. Fall Clean Up Update** - The clean up date of Bieth Park and the surrounding area will be held on November 2 from 9:00 am - 2:00 pm. Tanya will help with the snacks. Jeff and Jill will help coordinate the event.

X. Additional Public Comment - None

XI. Adjournment: 6:17 pm Motion: Tanya Second: Sue Ellen Passed: 7-0

REGULAR MEETING OF THE CARO CITY COUNCIL
September 16, 2024, 6:30 P.M.
Council Chambers, 317 S. State St., Caro, MI 48723

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

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

Absent: Doreen Oedy, Charlotte Kish

Others: Scott Czasak – City Manager, Rita Papp – City Clerk, Brian Newcomb – Police Chief, and other guests

AGENDA APPROVAL

24-M-214

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

Motion Carried.

PUBLIC COMMENT/VISITORS:

Bob Eschenbacher – Commented on invoices from the City Attorney with charges pertaining to Mayor correspondence. Inquired on the nature of those charges.

COMMUNICATIONS:

1. Planning Commission Meeting Minutes – August 27, 2024 (unapproved)
2. Zoning Board of Appeals Meeting Minutes – August 29, 2024 (unapproved)

CONSENT AGENDA:

1. Regular Council Meeting Minutes – September 3, 2024
2. Policy Committee Meeting Minutes – September 9, 2024
3. Invoices
4. Department Reports
 - A. Police Report – Chief Brian Newcomb
 - B. Fire Report – Chief Randall Heckroth
 - C. Code Enforcement Report – Randall Heckroth

24-M-215

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

Motion Carried.

REGULAR AGENDA: (action required)

1. Water Reliability and Capacity Study Bids

24-M-216

Motion by White, seconded by Iseler to accept the proposal from Rowe Engineering to complete the Water Reliability and Capacity Study for the bid amount of \$15,800.00 and instruct the City Manager to sign all documents required to complete the project.

Motion carried.

2. Michigan Rural Water Association Operator In-Charge Contract

24-M-217

Motion by Campbell, seconded by White to accept the proposed contract for Operator In-Charge services from Michigan Rural Water Association as presented.

Motion carried.

3. Snow Removal Ordinance Amendment – First Reading

24-M-218

Motion by White, seconded by Iseler to consider the ordinance amendment to be read for the first time, and set a public hearing at the next City Council meeting on Monday, October 7, 2024 at 6:30 pm.

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

Motion carried.

4. ZBA Rezoning Request – 527 S. State Street

24-M-219

Motion by White, seconded by Campbell to accept the request to rezone parcel 050-500-604-1500-01 from RA-2 with an Office Overlay to B-2 and update all zoning maps accordingly.

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

Motion carried.

5. Water Tower Cleaning Request

24-M-220

Motion by Iseler, seconded by White to approve the requested estimate from H2O Towers to clean the exterior of the City Water Tower in the amount of \$6,000.00 and instruct the City Treasurer to make the necessary budget adjustment.

Motion carried.

ITEMS PENDING/POSTPONED: None

COMMITTEE/LIAISON POSITION REPORTS:

1. Economic Development Corporation (Mayor Snider) – Trevor Keys was appointed by resolution to the Brownfield Development Corporation. EDC discussed investments.
2. Chamber of Commerce (Manager) – Carrie Will, P&R Superintendent made a presentation, Chamber is participating in the trunk or treat at the Farmers Market, and several events are continued to be planned.
3. Downtown Development Authority (Kish) – Absent, Mayor reported that a resignation letter was received from Lauren Amellal, DDA Executive Director.
4. Fair Board (Iseler) – Reported that Fair Board President will come to council with a presentation.

5. Parks & Recreation (White) – Working on upcoming events, activities, and improvements. Working with DDA to purchase pine trees downtown.
6. Planning Commission (Hutchison) – Discussed a member who has missed more than 4 meetings, approved rezoning for 527 S. State Street, and working on the 1079 S. State Street project (Starbucks).
7. Tuscola County Board of Commissioners (Iseler) – Hired an assistant prosecutor, hired a temporary security officer for Purdy Building, discussion on recording meetings, discussion on Board rules.
8. Zoning Board of Appeals (Mayor Snider) – Rezoning variance referred to council.
9. Indianfields Township (Manager) – Approved a cemetery lot, Land Division was approved, Resolution approved on Blight Enforcements.
10. Almer Township (Campbell) – No report.

MAYOR'S REPORT – Written report submitted.

MANAGER'S COMMENTS – Written report submitted.
Discussed MML Conference Sessions.

CLERK'S REPORT – Written report submitted.
Received 2 grants for a total of \$11,000.00 for election supplies.
Ballots will be printed within the next two weeks.

TREASURER'S REPORT – Written report submitted.

ADDITIONAL PUBLIC COMMENT:

Lew Worth – Inquired about requesting financial information from the City.

Chief Brian Newcomb – Commended the Police, Fire, and DPW for their cooperation during the suicidal incident that took place recently. Received a full grant for the police recruit in the academy.

Tanya Batschke – Thanked the council for discussion on the snow removal ordinance amendment.

24-M-221

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

Motion carried.



Rita Papp
City Clerk

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
AFLAC					
10/24	10/07/2024	78419	101-000-231-003	AFLAC INSURANCE WITHHOLDING	352.82
Total AFLAC:					352.82
ALS GROUP USA, CORP					
10/24	10/07/2024	78420	590-540-801-000	CONTRACTED SERVICES	1,115.00
Total ALS GROUP USA, CORP:					1,115.00
AMAZON CAPITAL SERVICES					
10/24	10/07/2024	78421	101-265-776-000	O&M SUPPLIES	149.99
10/24	10/07/2024	78421	101-301-740-000	OFFICE SUPPLIES	24.99
10/24	10/07/2024	78421	101-301-740-000	OFFICE SUPPLIES	261.92
10/24	10/07/2024	78421	101-703-776-000	O&M SUPPLIES	17.48
10/24	10/07/2024	78421	101-262-740-000	OFFICE SUPPLIES	8.74
10/24	10/07/2024	78421	101-253-740-000	OFFICE SUPPLIES	12.95
10/24	10/07/2024	78421	101-301-740-000	OFFICE SUPPLIES	54.77
10/24	10/07/2024	78421	101-301-725-000	UNIFORMS/UNIFORM EQUIPMENT	8.99
10/24	10/07/2024	78421	101-301-776-000	MAINTENANCE SUPPLIES	47.90
10/24	10/07/2024	78421	101-265-776-000	O&M SUPPLIES	452.00
10/24	10/07/2024	78421	101-262-740-000	OFFICE SUPPLIES	367.00
Total AMAZON CAPITAL SERVICES:					1,406.73
APPLIED INDUSTRIAL TECHNOLOGIES INC					
10/24	10/07/2024	78422	590-545-776-000	OM&R SUPPLIES	206.04
Total APPLIED INDUSTRIAL TECHNOLOGIES INC:					206.04
AT&T MOBILITY					
10/24	10/07/2024	78423	101-371-853-000	TELEPHONE	9.82
10/24	10/07/2024	78423	216-336-853-000	TELEPHONE	39.17
10/24	10/07/2024	78423	101-301-853-000	TELEPHONE & PAGERS	212.04
10/24	10/07/2024	78423	101-301-750-001	SOFTWARE MAINTENANCE AGEE'T	181.20
10/24	10/07/2024	78423	101-441-853-000	TELEPHONE	8.79
10/24	10/07/2024	78423	202-483-853-000	TELEPHONE	8.79
10/24	10/07/2024	78423	203-483-853-000	TELEPHONE	8.79
10/24	10/07/2024	78423	590-540-853-000	TELEPHONE	8.79
10/24	10/07/2024	78423	591-540-853-000	TELEPHONE	8.79
Total AT&T MOBILITY:					486.18
AUTO WARES GROUP					
10/24	10/07/2024	78424	661-575-776-000	MAINTENANCE SUPPLIES	239.44
Total AUTO WARES GROUP:					239.44

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
BELL - WASIK, INC.					
10/24	10/07/2024	78425	101-301-860-000	GAS/OIL/TIRES	69.85
Total BELL - WASIK, INC.:					69.85
BETTY KEMPF					
10/24	10/07/2024	78426	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	88.00
Total BETTY KEMPF:					88.00
BIOTECH AGRONOMICS INC					
10/24	10/01/2024	77910	590-540-801-000	CONTRACTED SERVICES	49,446.17- V
10/24	10/01/2024	78417	590-540-801-000	CONTRACTED SERVICES	49,446.17
Total BIOTECH AGRONOMICS INC:					.00
BRANDON WOOD					
10/24	10/07/2024	78427	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	10.00
Total BRANDON WOOD:					10.00
CARO RENTAL					
10/24	10/07/2024	78428	101-265-776-000	O&M SUPPLIES	14.15
Total CARO RENTAL:					14.15
CAROL CARTER					
10/24	10/07/2024	78429	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	43.00
Total CAROL CARTER:					43.00
CINTAS					
10/24	10/07/2024	78430	101-265-776-000	O&M SUPPLIES	30.06
Total CINTAS:					30.06
CITY OF CARO					
10/24	10/07/2024	78431	101-265-922-000	WATER/SEWER/GARBAGE	214.72
10/24	10/07/2024	78431	101-441-922-000	WATER/SEWER/GARBAGE	795.37
10/24	10/07/2024	78431	101-441-922-000	WATER/SEWER/GARBAGE	99.15
10/24	10/07/2024	78431	101-703-922-000	WATER/SEWER/SAN	412.24
10/24	10/07/2024	78431	101-703-922-000	WATER/SEWER/SAN	95.95
10/24	10/07/2024	78431	101-703-922-000	WATER/SEWER/SAN	318.22
10/24	10/07/2024	78431	101-751-922-000	WATER/SEWER	1,363.25
10/24	10/07/2024	78431	216-336-922-000	WATER/SEWER/GARBAGE	242.46
10/24	10/07/2024	78431	248-728-922-000	WATER/SEWER/GARBAGE	54.72
10/24	10/07/2024	78431	590-540-922-000	WATER/SEWER/GARBAGE	453.37
Total CITY OF CARO:					4,049.45
COMPANION LIFE INSURANCE CO.					
10/24	10/07/2024	78432	101-172-717-000	LIFE INSURANCE	55.96

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
10/24	10/07/2024	78432	101-262-717-000	LIFE INSURANCE	3.99
10/24	10/07/2024	78432	101-253-717-000	LIFE INSURANCE	17.56
10/24	10/07/2024	78432	101-260-717-000	LIFE INSURANCE	15.76
10/24	10/07/2024	78432	101-265-717-000	LIFE INSURANCE	14.36
10/24	10/07/2024	78432	101-301-717-000	LIFE INSURANCE	139.65
10/24	10/07/2024	78432	101-371-717-000	LIFE INSURANCE	4.99
10/24	10/07/2024	78432	101-702-717-000	LIFE INSURANCE	2.99
10/24	10/07/2024	78432	101-441-717-000	LIFE INSURANCE	40.70
10/24	10/07/2024	78432	101-751-717-000	LIFE INSURANCE	2.39
10/24	10/07/2024	78432	202-483-717-000	LIFE INSURANCE	7.08
10/24	10/07/2024	78432	202-463-717-000	LIFE INSURANCE	5.99
10/24	10/07/2024	78432	203-463-717-000	LIFE INSURANCE	7.18
10/24	10/07/2024	78432	203-483-717-000	LIFE INSURANCE	7.08
10/24	10/07/2024	78432	204-442-717-000	LIFE INSURANCE	3.59
10/24	10/07/2024	78432	204-483-717-000	LIFE INSURANCE	2.69
10/24	10/07/2024	78432	248-441-717-000	LIFE INSURANCE	5.69
10/24	10/07/2024	78432	248-728-717-000	LIFE INSURANCE	20.75
10/24	10/07/2024	78432	216-336-717-000	LIFE INSURANCE	18.75
10/24	10/07/2024	78432	590-560-717-000	LIFE INSURANCE	.67-
10/24	10/07/2024	78432	590-536-717-000	LIFE INSURANCE	1.20
10/24	10/07/2024	78432	590-540-717-000	LIFE INSURANCE	63.44
10/24	10/07/2024	78432	590-545-717-000	LIFE INSURANCE	7.18
10/24	10/07/2024	78432	591-560-717-000	LIFE INSURANCE	21.35
10/24	10/07/2024	78432	591-536-717-000	LIFE INSURANCE	1.20
10/24	10/07/2024	78432	591-540-717-000	LIFE INSURANCE	32.32
10/24	10/07/2024	78432	596-560-717-000	LIFE INSURANCE	9.38
10/24	10/07/2024	78432	596-521-717-000	LIFE INSURANCE	2.39
10/24	10/07/2024	78432	661-575-717-000	LIFE INSURANCE	4.53
10/24	10/07/2024	78432	101-172-719-000	SHORT/LONG TERM DISABILITY	51.79
10/24	10/07/2024	78432	101-262-719-000	SHORT/LONG TERM DISABILITY	15.89
10/24	10/07/2024	78432	101-253-719-000	SHORT/LONG TERM DISABILITY	56.46
10/24	10/07/2024	78432	101-260-719-000	SHORT/LONG TERM DISABILITY	63.61
10/24	10/07/2024	78432	101-265-719-000	SHORT/LONG TERM DISABILITY	44.84
10/24	10/07/2024	78432	101-301-719-000	SHORT/LONG TERM DISABILITY	517.64
10/24	10/07/2024	78432	101-371-719-000	SHORT/LONG TERM DISABILITY	20.24
10/24	10/07/2024	78432	101-702-719-000	SHORT/LONG TERM DISABILITY	13.71
10/24	10/07/2024	78432	101-441-719-000	SHORT/LONG TERM DISABILITY	135.40
10/24	10/07/2024	78432	101-751-719-000	SHORT/LONG TERM DISABILITY	7.47
10/24	10/07/2024	78432	202-483-719-000	SHORT/LONG TERM DISABILITY	30.30
10/24	10/07/2024	78432	202-463-719-000	SHORT/LONG TERM DISABILITY	18.68
10/24	10/07/2024	78432	203-463-719-000	SHORT/LONG TERM DISABILITY	22.42
10/24	10/07/2024	78432	203-483-719-000	SHORT/LONG TERM DISABILITY	30.30
10/24	10/07/2024	78432	204-442-719-000	SHORT/LONG TERM DISABILITY	11.21
10/24	10/07/2024	78432	204-483-719-000	SHORT/LONG TERM DISABILITY	11.66
10/24	10/07/2024	78432	248-441-719-000	SHORT/LONG TERM DISABILITY	20.16
10/24	10/07/2024	78432	248-728-719-000	SHORT/LONG TERM DISABILITY	75.42
10/24	10/07/2024	78432	216-336-719-000	SHORT/LONG TERM DISABILITY	78.21
10/24	10/07/2024	78432	590-560-719-000	SHORT/LONG TERM DISABILITY	21.77-
10/24	10/07/2024	78432	590-536-719-000	SHORT/LONG TERM DISABILITY	3.74
10/24	10/07/2024	78432	591-536-719-000	SHORT/LONG TERM DISABILITY	3.74
10/24	10/07/2024	78432	591-540-719-000	SHORT/LONG TERM DISABILITY	100.90
10/24	10/07/2024	78432	596-560-719-000	SHORT/LONG TERM DISABILITY	31.92

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
10/24	10/07/2024	78432	596-521-719-000	SHORT/LONG TERM DISABILITY	7.49
10/24	10/07/2024	78432	661-575-719-000	SHORT/LONG TERM DISABILITY	16.19
10/24	10/07/2024	78432	590-540-719-000	SHORT/LONG TERM DISABILITY	172.95
10/24	10/07/2024	78432	590-545-719-000	SHORT/LONG TERM DISABILITY	22.42
10/24	10/07/2024	78432	591-560-719-000	SHORT/LONG TERM DISABILITY	77.60
Total COMPANION LIFE INSURANCE CO.:					2,160.06
CORELOGIC INC					
10/24	10/07/2024	78433	101-000-675-000	MISC INCOME	1,301.19
10/24	10/07/2024	78433	101-000-675-000	MISC INCOME	836.78
Total CORELOGIC INC:					2,137.97
CSI EMERGENCY APPARATUS LLC					
10/24	10/07/2024	78434	216-336-740-000	OPERATING SUPPLIES	100.00
Total CSI EMERGENCY APPARATUS LLC:					100.00
DETROIT SALT CO.					
10/24	10/07/2024	78435	203-463-776-001	MAINTENANCE SUPPLIES - SALT	1,302.99
10/24	10/07/2024	78435	202-463-776-001	WINTER MAINT - SALT	1,125.31
10/24	10/07/2024	78435	204-444-776-001	WINTER MAINT - SALT	533.04
10/24	10/07/2024	78435	204-444-776-001	WINTER MAINT - SALT	525.59
10/24	10/07/2024	78435	203-463-776-001	MAINTENANCE SUPPLIES - SALT	1,284.76
10/24	10/07/2024	78435	202-463-776-001	WINTER MAINT - SALT	1,109.57
10/24	10/07/2024	78435	202-463-776-001	WINTER MAINT - SALT	1,098.50
10/24	10/07/2024	78435	203-463-776-001	MAINTENANCE SUPPLIES - SALT	1,271.96
10/24	10/07/2024	78435	204-444-776-001	WINTER MAINT - SALT	520.35
10/24	10/07/2024	78435	204-444-776-001	WINTER MAINT - SALT	534.96
10/24	10/07/2024	78435	202-463-776-001	WINTER MAINT - SALT	1,129.35
10/24	10/07/2024	78435	203-463-776-001	MAINTENANCE SUPPLIES - SALT	1,307.67
Total DETROIT SALT CO.:					11,744.05
DIANA CHILDERS					
10/24	10/07/2024	78493	591-000-255-000	WATER RENTER DEPOSITS	150.00
Total DIANA CHILDERS:					150.00
DJ's PORTABLE TOILET RENTALS, LLC					
10/24	10/07/2024	78436	101-751-801-000	CONTRACTED SERVICES	215.00
10/24	10/07/2024	78436	101-751-801-000	CONTRACTED SERVICES	120.00
10/24	10/07/2024	78436	101-751-801-000	CONTRACTED SERVICES	335.00
10/24	10/07/2024	78436	101-751-801-000	CONTRACTED SERVICES	215.00
Total DJ's PORTABLE TOILET RENTALS, LLC:					885.00
DON GILBERG					
10/24	10/07/2024	78437	216-336-740-000	OPERATING SUPPLIES	4.75

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total DON GILBERG:					4.75
DONALD JASTER					
10/24	10/07/2024	78485	101-000-675-000	MISC INCOME	714.00
Total DONALD JASTER:					714.00
DTE ENERGY					
10/24	10/07/2024	78438	204-444-801-000	CONTRACTED SERVICES	8,636.06
09/24	09/26/2024	800117	591-540-920-000	ELECTRIC - WELLHOUSES	124.96
Total DTE ENERGY:					8,761.02
EASTERN ASPHALT					
10/24	10/07/2024	78439	204-444-801-000	CONTRACTED SERVICES	138,936.10
Total EASTERN ASPHALT:					138,936.10
ELAN FINANCIAL SERVICES					
10/24	10/07/2024	0	248-733-956-005	FARMERS MARKET - EXPENSES	4.59
10/24	10/07/2024	0	248-733-956-002	FARMER'S MARKET - KC PROG EXP	108.52
10/24	10/07/2024	0	248-728-776-000	DDA OPERATING SUPPLIES	750.00
10/24	10/07/2024	0	248-728-741-000	LUNCHEONS	8.98
10/24	10/07/2024	0	248-728-776-000	DDA OPERATING SUPPLIES	37.02
10/24	10/07/2024	0	248-728-741-000	LUNCHEONS	77.35
10/24	10/07/2024	0	248-733-956-005	FARMERS MARKET - EXPENSES	41.84
10/24	10/07/2024	0	248-728-776-000	DDA OPERATING SUPPLIES	46.51
Total ELAN FINANCIAL SERVICES:					1,074.81
ELIZABETH LEWIS					
10/24	10/07/2024	78440	248-733-956-005	FARMERS MARKET - EXPENSES	100.00
Total ELIZABETH LEWIS:					100.00
FIRE SUPPRESSION PRODUCTS					
10/24	10/07/2024	78441	216-336-740-000	OPERATING SUPPLIES	1,450.00
Total FIRE SUPPRESSION PRODUCTS:					1,450.00
FOSTER, SWIFT, COLLINS & SMITH, PC					
10/24	10/07/2024	78442	101-172-801-000	CONTRACTED SERVICES	343.00
10/24	10/07/2024	78442	101-257-801-000	CONTRACTED SERVICES	5,200.97
10/24	10/07/2024	78442	101-260-801-000	CONTRACTED SERVICES	100.00
10/24	10/07/2024	78442	590-540-801-003	CONTRACTED SERV-SRF	38,500.00
Total FOSTER, SWIFT, COLLINS & SMITH, PC:					44,143.97
GRAINGER					
10/24	10/07/2024	78443	101-265-776-000	O&M SUPPLIES	212.48
10/24	10/07/2024	78443	101-265-776-000	O&M SUPPLIES	5.46

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Total GRAINGER:					217.94
GREAT LAKES LAND MANAGEMENT					
10/24	10/07/2024	78444	101-265-801-000	CONTRACTED SERVICES	250.00
Total GREAT LAKES LAND MANAGEMENT:					250.00
HAMMOND DRIVES & EQUIP INC					
10/24	10/07/2024	78445	590-540-776-000	OM&R SUPPLIES NORMAL	345.40
Total HAMMOND DRIVES & EQUIP INC:					345.40
HIRSCHMAN OIL SUPPLY INC					
10/24	10/07/2024	78446	661-575-860-000	GAS/OIL	867.06
10/24	10/07/2024	78446	591-540-860-000	GAS & OIL	82.46
Total HIRSCHMAN OIL SUPPLY INC:					949.52
HUBBELL, ROTH & CLARK, INC					
10/24	10/07/2024	78447	590-537-801-000	CONTRACTED SERVICES	3,237.71
Total HUBBELL, ROTH & CLARK, INC:					3,237.71
J.E. JOHNSON INC					
10/24	10/07/2024	78448	101-265-801-000	CONTRACTED SERVICES	300.00
Total J.E. JOHNSON INC:					300.00
JACK DOHENY SUPPLIES, INC.					
10/24	10/07/2024	78449	661-575-776-000	MAINTENANCE SUPPLIES	119.58
Total JACK DOHENY SUPPLIES, INC.:					119.58
JENNIFER MEASEL					
10/24	10/07/2024	78450	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	16.00
Total JENNIFER MEASEL:					16.00
JERRY MIDDAUGH					
10/24	10/07/2024	78451	216-336-740-000	OPERATING SUPPLIES	45.20
10/24	10/07/2024	78451	216-336-740-000	OPERATING SUPPLIES	15.12
Total JERRY MIDDAUGH:					60.32
JOHN DEERE FINANCIAL					
10/24	10/07/2024	78452	661-575-776-000	MAINTENANCE SUPPLIES	4.68
10/24	10/07/2024	78452	590-540-801-000	CONTRACTED SERVICES	2,233.43
Total JOHN DEERE FINANCIAL:					2,238.11

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KATHLEEN THOMPSON					
10/24	10/07/2024	78453	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	7.00
Total KATHLEEN THOMPSON:					7.00
KIRK'S SUPPLY					
10/24	10/07/2024	78454	101-441-725-000	UNIFORMS	69.74
10/24	10/07/2024	78454	591-540-725-000	UNIFORMS	69.73
Total KIRK'S SUPPLY:					139.47
KRISTAL'S HELPING HAND LLC					
10/24	10/07/2024	78455	101-441-801-002	CONTRACTED SERV - JANITORIAL	138.34
10/24	10/07/2024	78455	216-336-801-002	CONTRACTED SERV - JANITORIAL	54.14
10/24	10/07/2024	78455	101-301-801-002	CONTRACTED SERV - JANITORIAL	108.34
10/24	10/07/2024	78455	101-260-801-002	CONTRACTED SERV - JANITORIAL	100.28
10/24	10/07/2024	78455	101-172-801-002	CONTRACTED SERV - JANITORIAL	100.28
10/24	10/07/2024	78455	101-253-801-002	CONTRACTED SERV - JANITORIAL	100.28
10/24	10/07/2024	78455	590-540-801-002	CONTRACTED SERV - JANITORIAL	108.34
Total KRISTAL'S HELPING HAND LLC:					710.00
KRYSTINE LANGMAID					
10/24	10/07/2024	78456	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	10.00
Total KRYSTINE LANGMAID:					10.00
LAWSON PRODUCTS, INC.					
10/24	10/07/2024	78457	101-265-776-000	O&M SUPPLIES	99.25
10/24	10/07/2024	78457	661-575-776-000	MAINTENANCE SUPPLIES	189.86
Total LAWSON PRODUCTS, INC.:					289.11
MACQUEEN EMERGENCY					
10/24	10/07/2024	78458	216-336-740-000	OPERATING SUPPLIES	1,358.19
Total MACQUEEN EMERGENCY:					1,358.19
MAJESTIC PLUMBING & HEATING LLC					
10/24	10/07/2024	78459	248-728-801-000	DDA CONTRACTED SERVICES	2,195.00
Total MAJESTIC PLUMBING & HEATING LLC:					2,195.00
MARIE HORNBACHER					
10/24	10/07/2024	78460	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	23.00
Total MARIE HORNBACHER:					23.00
MARLETTE ROOFING CO.					
10/24	10/07/2024	78461	101-265-970-002	CAPITAL OUTLAY MUNICIPAL BLDG	35,960.00

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Total MARLETTE ROOFING CO.:					35,960.00
MCLAREN CARO REGION					
10/24	10/07/2024	78462	101-301-801-000	CONTRACTED SERVICES	30.95
Total MCLAREN CARO REGION:					30.95
MEDLER ELECTRIC COMPANY					
10/24	10/07/2024	78463	248-728-970-000	DDA CAPITAL OUTLAY	4,406.90
Total MEDLER ELECTRIC COMPANY:					4,406.90
MESSA					
10/24	10/07/2024	78464	101-172-716-000	HOSPITALIZATION INSURANCE	505.45
10/24	10/07/2024	78464	101-262-716-000	HOSPITALIZATION INSURANCE	255.62
10/24	10/07/2024	78464	101-253-716-000	HOSPITALIZATION INSURANCE	1,079.17
10/24	10/07/2024	78464	101-260-716-000	HOSPITALIZATION INSURANCE	930.20
10/24	10/07/2024	78464	101-265-716-000	HOSPITALIZATION INSURANCE	860.07
10/24	10/07/2024	78464	101-301-716-000	HOSPITALIZATION INSURANCE	11,697.91
10/24	10/07/2024	78464	101-371-716-000	HOSPITALIZATION INSURANCE	74.38
10/24	10/07/2024	78464	101-702-716-000	HOSPITALIZATION INSURANCE	99.98
10/24	10/07/2024	78464	101-441-716-000	HOSPITALIZATION INSURANCE	2,958.75
10/24	10/07/2024	78464	101-751-716-000	HOSPITALIZATION INSURANCE	143.35
10/24	10/07/2024	78464	202-463-716-000	HOSPITALIZATION INSURANCE	358.36
10/24	10/07/2024	78464	202-483-716-000	HOSPITALIZATION INSURANCE	389.51
10/24	10/07/2024	78464	203-463-716-000	HOSPITALIZATION INSURANCE	430.04
10/24	10/07/2024	78464	203-483-716-000	HOSPITALIZATION INSURANCE	389.51
10/24	10/07/2024	78464	204-442-716-000	HOSPITALIZATION INSURANCE	215.02
10/24	10/07/2024	78464	204-483-716-000	HOSPITALIZATION INSURANCE	193.95
10/24	10/07/2024	78464	248-441-716-000	HOSPITALIZATION INSURANCE	71.67
10/24	10/07/2024	78464	248-728-716-000	HOSPITALIZATION INSURANCE	51.12
10/24	10/07/2024	78464	216-336-716-000	HOSPITALIZATION INSURANCE	199.88
10/24	10/07/2024	78464	590-560-716-000	HOSPITALIZATION INSURANCE	1,449.60
10/24	10/07/2024	78464	590-536-716-000	HOSPITALIZATION INSURANCE	71.67
10/24	10/07/2024	78464	590-540-716-000	HOSPITALIZATION INSURANCE	3,607.85
10/24	10/07/2024	78464	590-545-716-000	HOSPITALIZATION INSURANCE	501.71
10/24	10/07/2024	78464	591-560-716-000	HOSPITALIZATION INSURANCE	1,449.60
10/24	10/07/2024	78464	591-536-716-000	HOSPITALIZATION INSURANCE	71.67
10/24	10/07/2024	78464	591-540-716-000	HOSPITALIZATION INSURANCE	1,935.16
10/24	10/07/2024	78464	596-560-716-000	HOSPITALIZATION INSURANCE	542.99
10/24	10/07/2024	78464	596-521-716-000	HOSPITALIZATION INSURANCE	143.35
10/24	10/07/2024	78464	661-575-716-000	HOSPITALIZATION INSURANCE	406.23
10/24	10/07/2024	78464	101-000-231-006	HEALTH INSURANCE WITHHOLDING	7,770.94
Total MESSA:					38,854.71
METROPOLITAN AIR COMPRESSOR CO INC					
10/24	10/07/2024	78465	661-575-930-000	CONTRACTED REPAIRS	394.70
Total METROPOLITAN AIR COMPRESSOR CO INC:					394.70

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MFCI, LLC					
10/24	10/07/2024	78466	590-540-801-003	CONTRACTED SERV-SRF	32,325.00
Total MFCI, LLC:					32,325.00
MICHIGAN ASSOCIATION OF PLANNING					
10/24	10/02/2024	78316	101-702-960-000	EDUCATION & TRAINING	440.00- V
Total MICHIGAN ASSOCIATION OF PLANNING:					440.00-
MICHIGAN DIVERSIFIED SERVICES LLC					
10/24	10/07/2024	78467	203-463-801-000	CONTRACTED SERVICES	225.00
Total MICHIGAN DIVERSIFIED SERVICES LLC:					225.00
MICHIGAN PIPE & VALVE-SAGINAW					
10/24	10/07/2024	78468	591-540-776-000	O&M SUPPLIES	760.00
Total MICHIGAN PIPE & VALVE-SAGINAW:					760.00
MIKE PAPP					
10/24	10/07/2024	78469	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	10.00
Total MIKE PAPP:					10.00
MML WORKERS' COMP FUND					
10/24	10/07/2024	78470	101-101-721-000	WORKER'S COMP INSURANCE	43.12
10/24	10/07/2024	78470	101-172-721-000	WORKER'S COMP INSURANCE	139.18
10/24	10/07/2024	78470	101-262-721-000	WORKER'S COMP INSURANCE	97.67
10/24	10/07/2024	78470	101-247-721-000	WORKER'S COMP INSURANCE	4.00
10/24	10/07/2024	78470	101-253-721-000	WORKER'S COMP INSURANCE	138.40
10/24	10/07/2024	78470	101-260-721-000	WORKER'S COMP INSURANCE	153.46
10/24	10/07/2024	78470	101-265-721-000	WORKER'S COMP INSURANCE	121.50
10/24	10/07/2024	78470	101-301-721-000	WORKER'S COMP INSURANCE	1,605.99
10/24	10/07/2024	78470	101-301-721-000	WORKER'S COMP INSURANCE	33.30
10/24	10/07/2024	78470	101-371-721-000	WORKER'S COMP INSURANCE	41.21
10/24	10/07/2024	78470	101-701-721-000	WORKER'S COMP INSURANCE	5.92
10/24	10/07/2024	78470	101-702-721-000	WORKER'S COMP INSURANCE	38.09
10/24	10/07/2024	78470	101-441-721-000	WORKER'S COMP INSURANCE	451.47
10/24	10/07/2024	78470	101-751-721-000	WORKER'S COMP INSURANCE	94.48
10/24	10/07/2024	78470	101-753-721-000	WORKER'S COMP INSURANCE	4.64
10/24	10/07/2024	78470	101-754-721-000	WORKER'S COMP INSURANCE	1.16
10/24	10/07/2024	78470	202-483-721-000	WORKER'S COMP INSURANCE	79.61
10/24	10/07/2024	78470	203-463-721-000	WORKER'S COMP INSURANCE	60.75
10/24	10/07/2024	78470	203-483-721-000	WORKER'S COMP INSURANCE	79.58
10/24	10/07/2024	78470	204-442-721-000	WORKER'S COMP INSURANCE	30.38
10/24	10/07/2024	78470	204-483-721-000	WORKER'S COMP INSURANCE	29.91
10/24	10/07/2024	78470	248-441-721-000	WORKER'S COMP INSURANCE	10.13
10/24	10/07/2024	78470	248-728-721-000	WORKER'S COMP INSURANCE	204.98
10/24	10/07/2024	78470	216-336-721-000	WORKER'S COMP INSURANCE	365.72
10/24	10/07/2024	78470	590-560-721-000	WORKER'S COMP INSURANCE	195.35
10/24	10/07/2024	78470	590-536-721-000	WORKER'S COMP INSURANCE	10.13

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10/24	10/07/2024	78470	590-540-721-000	WORKER'S COMP INSURANCE	730.61
10/24	10/07/2024	78470	590-545-721-000	WORKER'S COMP INSURANCE	70.82
10/24	10/07/2024	78470	591-560-721-000	WORKER'S COMP INSURANCE	195.35
10/24	10/07/2024	78470	591-536-721-000	WORKER'S COMP INSURANCE	10.13
10/24	10/07/2024	78470	591-540-721-000	WORKER'S COMP INSURANCE	273.53
10/24	10/07/2024	78470	596-560-721-000	WORKER'S COMP INSURANCE	78.75
10/24	10/07/2024	78470	596-521-721-000	WORKER'S COMP INSURANCE	20.25
10/24	10/07/2024	78470	661-575-721-000	WORKER'S COMP INSURANCE	56.80
10/24	10/07/2024	78470	202-463-721-000	WORKER'S COMP INSURANCE	50.63
Total MML WORKERS' COMP FUND:					5,527.00
MONITOR TOWNSHIHP TREASURER					
10/24	10/07/2024	78471	101-262-740-000	OFFICE SUPPLIES	3,800.00
Total MONITOR TOWNSHIHP TREASURER:					3,800.00
MOORE MOTOR SALES					
10/24	10/07/2024	78472	101-301-930-001	VEHICLE MAINTENACE EXPENSE	60.00
10/24	10/07/2024	78472	216-336-930-000	REPAIRS - EQUIPMENT	1,861.62
Total MOORE MOTOR SALES:					1,921.62
NANCY BARRIGER					
10/24	10/07/2024	78473	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	57.00
Total NANCY BARRIGER:					57.00
PITNEY BOWES BANK INC PURCHASE POWER					
10/24	10/07/2024	78474	101-253-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-172-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-260-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-262-760-000	POSTAGE	167.00
10/24	10/07/2024	78474	101-301-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-371-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-441-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-751-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	101-702-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	202-483-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	203-483-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	204-483-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	216-336-760-000	POSTAGE	7.33
10/24	10/07/2024	78474	248-733-956-005	FARMERS MARKET - EXPENSES	40.00
10/24	10/07/2024	78474	590-540-760-000	POSTAGE	76.18
10/24	10/07/2024	78474	591-540-760-000	POSTAGE	76.18
10/24	10/07/2024	78474	596-560-760-000	POSTAGE	48.33
10/24	10/07/2024	78474	661-575-760-000	POSTAGE	6.60
Total PITNEY BOWES BANK INC PURCHASE POWER:					502.25
PLATEMATE					
10/24	10/07/2024	78475	248-728-900-000	ADVERTISING	109.50

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Total PLATEMATE:					109.50
PRINTING SYSTEMS					
10/24	10/07/2024	78476	596-521-740-000	OFFICE SUPPLIES	163.70
10/24	10/07/2024	78476	590-540-776-000	OM&R SUPPLIES NORMAL	163.70
10/24	10/07/2024	78476	591-540-776-000	O&M SUPPLIES	163.70
10/24	10/07/2024	78476	590-540-776-000	OM&R SUPPLIES NORMAL	55.24
10/24	10/07/2024	78476	591-540-776-000	O&M SUPPLIES	55.23
Total PRINTING SYSTEMS:					601.57
R&R TECHNICAL SERVICES					
10/24	10/07/2024	78477	101-172-801-000	CONTRACTED SERVICES	140.00
10/24	10/07/2024	78477	101-253-801-000	CONTRACTED SERVICES	87.50
10/24	10/07/2024	78477	101-260-801-000	CONTRACTED SERVICES	87.50
10/24	10/07/2024	78477	590-540-801-000	CONTRACTED SERVICES	141.25
10/24	10/07/2024	78477	101-441-801-000	CONTRACTED SERVICES	86.25
10/24	10/07/2024	78477	216-336-801-000	CONTRACTED SERVICES	38.75
10/24	10/07/2024	78477	590-540-801-000	CONTRACTED SERVICES	82.50
10/24	10/07/2024	78477	591-540-801-000	CONTRACTED SERVICES	62.50
10/24	10/07/2024	78477	596-521-801-000	CONTRACTED SERVICES	23.75
10/24	10/07/2024	78477	101-265-801-000	CONTRACTED SERVICES	66.00
10/24	10/07/2024	78477	101-172-853-000	TELEPHONE	55.00
10/24	10/07/2024	78477	101-253-853-000	TELEPHONE	27.50
10/24	10/07/2024	78477	101-260-853-000	TELEPHONE	27.50
10/24	10/07/2024	78477	101-371-853-000	TELEPHONE	20.50
10/24	10/07/2024	78477	101-702-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	101-441-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	101-703-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	101-301-853-000	TELEPHONE & PAGERS	20.45
10/24	10/07/2024	78477	202-483-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	203-483-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	204-483-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	248-728-853-000	TELEPHONE	55.00
10/24	10/07/2024	78477	216-336-853-000	TELEPHONE	55.00
10/24	10/07/2024	78477	590-540-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	591-540-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	596-560-853-000	TELEPHONE	20.45
10/24	10/07/2024	78477	661-575-853-000	TELEPHONE	55.00
10/24	10/07/2024	78477	101-101-801-000	CONTRACTED SERVICES	120.00
10/24	10/07/2024	78477	101-260-970-000	CLERK CAPITAL OUTLAY	800.00
Total R&R TECHNICAL SERVICES:					2,236.00
RANDALL HECKROTH					
10/24	10/07/2024	78478	216-336-740-000	OPERATING SUPPLIES	14.00
Total RANDALL HECKROTH:					14.00
ROWE PROFESSIONAL SVS COMP.					
10/24	10/07/2024	78479	202-451-801-001	CONTRACTED SERV - ENGINEERING	11,831.25

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10/24	10/07/2024	78479	101-265-970-002	CAPITAL OUTLAY MUNICIPAL BLDG	5,000.00
Total ROWE PROFESSIONAL SVS COMP.:					16,831.25
SEAN MONTGOMERY					
10/24	10/07/2024	78480	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	26.00
Total SEAN MONTGOMERY:					26.00
SENSUS USA INC					
10/24	10/07/2024	78481	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	1,850.00
10/24	10/07/2024	78481	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	1,850.00
Total SENSUS USA INC:					3,700.00
SHELLEY HECKROTH					
10/24	10/07/2024	78482	216-336-740-000	OPERATING SUPPLIES	56.60
Total SHELLEY HECKROTH:					56.60
SILVERSMITH DATA					
10/24	10/07/2024	78483	591-540-750-001	SOFTWARE MAINTENANCE AGREEM	1,050.00
10/24	10/07/2024	78483	590-540-750-001	SOFTWARE MAINTENANCE AGREEM	1,050.00
Total SILVERSMITH DATA:					2,100.00
STEPHENS TIRE SERVICE					
10/24	10/07/2024	78484	661-575-776-000	MAINTENANCE SUPPLIES	632.00
10/24	10/07/2024	78484	661-575-930-000	CONTRACTED REPAIRS	22.00
Total STEPHENS TIRE SERVICE:					654.00
TIFFANY BEHERNDS					
10/24	10/07/2024	78486	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	22.00
Total TIFFANY BEHERNDS:					22.00
TOM GRASS					
10/24	10/07/2024	78487	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	7.00
Total TOM GRASS:					7.00
TRACE ANALYTICAL LABORATORIES, INC					
10/24	10/07/2024	78488	591-540-777-001	WATER TESTING	43.50
10/24	10/07/2024	78488	591-540-777-001	WATER TESTING	43.50
Total TRACE ANALYTICAL LABORATORIES, INC:					87.00
TUSCOLA COUNTY					
10/24	10/07/2024	78489	101-257-801-000	CONTRACTED SERVICES	2,434.25

GL Period	Check Issue Date	Check Number	Invoice GL Account	Invoice GL Account Title	Amount
Total TUSCOLA COUNTY:					2,434.25
TUSCOLA COUNTY FIRE FIGHTERS ASSOC					
10/24	10/07/2024	78490	216-336-960-000	EDUCATION & TRAINING	30.00
Total TUSCOLA COUNTY FIRE FIGHTERS ASSOC:					30.00
TUSCOLA COUNTY TREASURER					
09/24	09/26/2024	78416	101-000-222-000	DUE TO CTY - COUNTY OPERATING	205,702.95
09/24	09/26/2024	78416	101-000-228-001	DUE TO CTY - STATE EDUCATION	315,329.48
Total TUSCOLA COUNTY TREASURER:					521,032.43
U.S. POSTMASTER					
10/24	10/01/2024	78418	596-521-760-000	POSTAGE	284.48
10/24	10/01/2024	78418	590-540-760-000	POSTAGE	284.48
10/24	10/01/2024	78418	591-540-760-000	POSTAGE	284.48
Total U.S. POSTMASTER:					853.44
UNIFIRST CORPORATION					
10/24	10/07/2024	78491	216-336-740-000	OPERATING SUPPLIES	2.75
10/24	10/07/2024	78491	101-265-776-000	O&M SUPPLIES	31.95
10/24	10/07/2024	78491	216-336-740-000	OPERATING SUPPLIES	39.26
10/24	10/07/2024	78491	590-540-776-000	OM&R SUPPLIES NORMAL	35.23
10/24	10/07/2024	78491	101-265-776-000	O&M SUPPLIES	32.53
10/24	10/07/2024	78491	101-265-776-000	O&M SUPPLIES	36.50
Total UNIFIRST CORPORATION:					178.22
WALTER MALBURG					
10/24	10/07/2024	78492	248-733-956-005	FARMERS MARKET - EXPENSES	182.00
10/24	10/07/2024	78492	248-733-956-000	FARMERS MARKET - SNAP EXPENSE	4.00
Total WALTER MALBURG:					186.00
WATER SOLUTIONS UNLIMITED INC					
10/24	10/07/2024	78494	591-540-776-000	O&M SUPPLIES	4,006.50
Total WATER SOLUTIONS UNLIMITED INC:					4,006.50
Grand Totals:					912,439.69

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: Agenda Item – Snow Removal Ordinance Amendment – Second Reading

Members of the Caro City Council,

As you know, at a previous meeting the Council referred an examination of the current snow and ice removal ordinance to the Policy Committee for review and a recommendation. After determining a framework, the City Attorney drafted a proposed amendment. The Committee reviewed the proposal and unanimously voted to recommend its adoption to Council.

This amendment would change the current requirement for properties abutting State Street between Grant and Adams to have snow and ice cleared by 10:00am to all Commercial, Industrial, and Office zones. Additionally, this amendment would require residents who live in an area with an Overlay Zone, which is mostly along State Street, Frank Street, and Hooper Street, to have snow and ice cleared within 12 hours of the end of a snow/ice event, as determined by the City Manager or their designee.

Additionally, the amendment would clarify the entire City is required to keep sidewalks clear of “obstruction, encroachment, encumbrances, filth, and nuisances” at all times. This would include grass clippings, garbage, children’s toys, etc.

Lastly, this would add that a violation is subject to a municipal civil infraction, with each day being treated as a separate offence.

Options for motions are:

1. Motion to adopt Ordinance #487, amendments to the Snow Removal Ordinance, as presented (or amended).
2. Refer the proposed amendment back to the Policy Committee with instructions.
3. Postpone for further consideration and discussion.
4. Take no action.

CITY OF CARO

ORDINANCE NO. 487

**AN ORDINANCE TO AMEND SECTION 32-124 OF THE CARO CITY CODE
REGARDING SNOW REMOVAL**

The City of Caro ordains:

Section 1. Amendment to Section 32-124.

That Section 32-124 of the Caro City Code is hereby amended in its entirety to read as follows, where text to be deleted is shown with a strikethrough and text to be added is in bold:

Sec. 32-124. – Removal of Snow, Ice, and Other Obstructions Required; Violations.

~~The owners and occupants of any lot or premises abutting on State Street between Grant Street and Adams Street in the city shall before 10:00 a.m. each day remove all snow and ice from the sidewalk in front of or adjacent to such lot, premises or building and always keep the same free from obstruction, encroachment, encumbrances, filth and other nuisances.~~

(a) Each day before 10:00 a.m. all snow and ice must be removed from all sidewalks abutting any lot or premises located in the following zoning districts:

- (1) Office Service District**
- (2) Community Business District**
- (3) General Business District**
- (4) Light Industrial District**
- (5) General Industrial District**

(b) Within 12 hours of the end of a snow event, as determined by the City Manager or their designee, all snow and ice must be removed from all sidewalks abutting any lot or premises located in the following zoning districts:

- (1) Any Residential District within an Office Overlay District**
- (2) Any Residential District within a Commercial/Office Overlay District**

(c) “Snow event” means any weather occurrence that results in the accumulation of snow, ice, or the mixture of snow and ice.

(d) At all times the owners and occupants of any lot or premises within the City must keep the sidewalk abutting the lot or premises free from obstruction, encroachment, encumbrances, filth, and nuisances.

(e) A violation of this Section is punishable as a municipal civil infraction. Each day a violation continues is a separate offense. The owners and occupants of any lot or premises subject to this Section may be held jointly and severally responsible for any violation of this Section.

Section 2. Severability and Validity.

If any portion of this Ordinance is found invalid for any reason, such holding will not affect the validity of the remaining portions of this Ordinance.

Section 3. Repealer.

Any ordinances that conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 4. Effective Date.

This Ordinance takes effect upon its publication.

87253:00001:200785204-1

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
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, October 2, 2024
RE: Agenda Item – IT Services

Members of the Caro City Council,

As you know, information technology (IT) services are provided for the City of Caro by an outside vendor, of which the contract for services has expired, therefore, a Request for Proposals was put forward in order to receive options for providers for a three-year period.

As such, the RFP was placed out per policy, i.e., in The Advertiser, the City of Caro website and Facebook page. Also, this was placed by the City on BidNet, an online bid site for those seeking bids.

11 bids were received by the deadline, and 2 bids were received late, and were not considered. Due to the volume of proposals, they were evaluated and 7 were eliminated from consideration due to various issues, including not demonstrating a history with municipalities as requested by the RFP documents, proposing a remote-only IT service with no stated way to provide local in person support, or incompleteness of the proposal per the RFP documents.

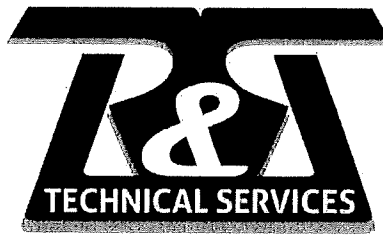
This left 5 proposals for consideration, which break down in terms of initial cost and monthly recurring cost for services as follows:

Bidder	Location	Initial Cost	Monthly Cost
R&R Technical Services	Caro, MI	\$0	\$500.00 (Year 1) \$550.00 (Year 2) \$600.00 (Year 3)
Abadata	Sebewaing, MI	\$7,961.10	\$1,525.05
VC3	Bath, MI	\$2,211.80	\$2,211.80
Hi-Tech Systems Services	Casco, MI	\$0	\$1,868.00 (Premium) \$1,407.00 (Professional)
Calyso Group	Algonac, MI	\$0	\$2,500.00

As this was a request for proposals, the services offer vary by each vendor's proposal, therefore a direct "apples to apples" comparison is not feasible as the reason for asking for proposals is IT services have a wide range of possibilities and options. After evaluating all the proposals, and what is offered for the cost stated, it is recommended to remain with R&R Technical Services to provide IT services for the City of Caro.

Options for motions are:

1. Motion to accept the proposal from R&R Technical Services to provide IT Services for the proposed price of \$500 per month for the first year, \$550 per month for the second year, and \$600 per month for the third year and authorize the City Manager to sign all documents to execute a contract per the proposal.
2. Motion to accept the proposal from another vendor for their proposed rates and authorize the City Manager to sign all documents to execute a contract per the proposal.
3. Postpone for further consideration and discussion.
4. Take no action.



3. City of Caro

The city of Caro has been a client since 2020. We support all their locations including city hall, fire department, police station, wastewater department, State Street Square and the department of public works. We have helped them upgrade their network infrastructure and computers at all locations. We have installed access control systems at the police department and State Street Square. We maintain all their desktops and servers with managed updates, managed anti-virus, remote connectivity, hardware monitoring and backup management, including both onsite and offsite backups. We have also installed and maintain a complete IP based phone system that supports all their locations, including remote workers. We have installed security cameras at city hall, police station and State Street Square. In addition to conducting our normal security audits and monitoring their networks for new vulnerabilities, we had to go further to support the police department. Rick has undergone extensive background checks and training and is now a Michigan State Police Local Area Security Officer. This is an additional layer of protection that is required to support law enforcement.

Pricing

Pricing based on the following criteria:

- 25 computers
- 1 main server at City Hall
- 20 Microsoft Accounts
- 3 primary locations

Year One Monthly Cost - \$500/month

Year Two Monthly Cost - \$550/month

Year Three Monthly Cost - \$600/month



Optional Pricing

Each Additional Computer or Laptop \$15/month

Each Additional Server \$50/month

Each Microsoft Business Standard Office Licensing \$15/month

Each Microsoft Email Licensing \$5/month

Each security camera support \$3/month

Service Level Agreements (SLA's)

Services will be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays.

The following information will be used internally to prioritize calls and to give a response time commitment:

<u>Severity Level</u>	<u>Definition</u>	<u>Response Times</u>
1. System Down	Phone System or Server	Immediate
2. Critical	Business outage or significant customer impact that threatens future productivity	Within 2 hours
3. Urgent	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	Within 4 hours
4. Monitor	Issue requiring no further action beyond monitoring for follow-up, if needed	Within 1 business day
6. Informational	Request for information only	Within 1 business day



Quoted To:

City of Caro
Scott Czasak
317 S State St
Caro, MI 48723
United States

Prepared By:

Kelli Roberts

kelli@abadata.com
989.883.3411

Phone (989) 673-7671
Fax (989) 673-7310

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
■ CAP WATCHGUARD T45 FIREWALL MTM SVC	\$150.00	1	\$150.00
■ CAP WATCHGUARD T25 FIREWALL MTM SVC	\$85.00	2	\$170.00
■ CAP WATCHGUARD AP130 MTM SVC	\$42.90	1	\$42.90
■ CAP WATCHGUARD AP330 MTM SVC	\$50.95	3	\$152.85
■ CAP WATCHGUARD TOTAL IDENTITY SECURITY MTM 1 USER	\$6.10	20	\$122.00

There will be a one time onboarding fee of \$1275.50 on the first invoice.

	Subtotal	\$637.75
Prices are valid for 14 days Price & availability subject to change without notice due to manufacturer restraints. Any items or labor that is not on the quote will be billed accordingly.	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$637.75

Accepted by: _____ Date: _____

Disclaimer
All quotes, work performed and goods sold are subject to Abadata Computer Corporation, Inc.'s Terms and Conditions of Sale which can be found on our website or is available upon request. "Any checks returned for "insufficient funds" will be assessed a \$35.00 processing fee, and any overdue balances (beyond 30 days from date of Invoice) shall be subject to interest at the rate of eighteen (18%) percent per annum. I also agree to pay for any and all costs of collection, including costs and reasonable attorneys fees incurred by Abadata Computer Corporation, Inc. before and including litigation."

Please contact me if I can be of further assistance.



Quoted To:

City of Caro
Scott Czasak
317 S State St
Caro, MI 48723
United States

Phone (989) 673-7671
Fax (989) 673-7310

Prepared By:

Kelli Roberts

kelli@abadata.com
989.883.3411

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> CAP WORKSTATION CARE MONTHLY	\$9.68	25	\$242.00
<input type="checkbox"/> CAP FOR ENDPOINT SECURITY MONTHLY	\$12.00	26	\$312.00
<input type="checkbox"/> CAP ELITE SERVER CARE	\$96.80	1	\$96.80
<input type="checkbox"/> CAP CYBER SECURITY TRAINING	\$3.50	20	\$70.00

There will be a one time onboarding fee of \$1441.60 on the first invoice.

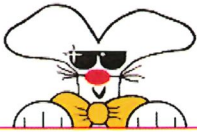
	Subtotal	\$720.80
Prices are valid for 14 days Price & availability subject to change without notice due to manufacturer restraints. Any items or labor that is not on the quote will be billed accordingly.	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$720.80

Accepted by: _____ Date: _____

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Please contact me if I can be of further assistance.



Quoted To:

City of Caro
Scott Czasak
317 S State St
Caro, MI 48723
United States

Phone (989) 673-7671
Fax (989) 673-7310

Prepared By:

Kelli Roberts

kelli@abadata.com
989.883.3411

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> CAP CLOUD BACKUP/ STRG MONTHLY	\$166.50	1	\$166.50

1 Physical Server / 5 Workstations

There will be a one time onboarding fee of \$333.00 on the first invoice.

Subtotal		\$166.50
Tax		\$0.00
Shipping		\$0.00
Grand Total		\$166.50

Prices are valid for 14 days
Price & availability subject to change without notice
due to manufacturer restraints.
Any items or labor that is not on the quote will be
billed accordingly.

Accepted by: _____ Date: _____

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Please contact me if I can be of further assistance.



Quoted To:

City of Caro
Scott Czasak
317 S State St
Caro, MI 48723
United States

Phone (989) 673-7671
Fax (989) 673-7310

Prepared By:

Kelli Roberts

kelli@abadata.com
989.883.3411

Here is the quote you requested.

Description	Unit Price	Qty	Ext. Price
<input type="checkbox"/> PARTNER PROGRAM 50 HRS	\$4,911.00	1	\$4,911.00

<p>Prices are valid for 14 days Price & availability subject to change without notice due to manufacturer restraints. Any items or labor that is not on the quote will be billed accordingly.</p>	Subtotal	\$4,911.00
	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$4,911.00

Accepted by: _____

Date: _____

Disclaimer

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Please contact me if I can be of further assistance.

ABADATA

Pricing

Total Upfront Cost: \$7961.10

Monthly Recurring Cost: \$1525.05

****Individual quotes are attached to see the breakdown of the costs****

Products & Services

Products & Services	Quantity	Unit Price	Price
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	20	\$80.00 / month	\$1,600.00 / month for 3 years
Protect Shield (Add On) Cyber Aware Complete - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Web Protection & Content Filtering Email Protection & Spam Filtering VC3 Security Team	20	\$21.99 / month	\$439.80 / month for 3 years
Protect Shield Email Protect Archiving Upgrade Email Archiving for up to 10 years.	20	\$2.00 / month	\$40.00 / month for 3 years
Data Recovery - Server Backup	1	\$32.00 / month	\$32.00 / month for 3 years

Products & Services	Quantity	Unit Price	Price
Data Recovery - Cloud Storage (Per GB)	2,000	\$0.05 / month	\$100.00 / month for 3 years
VC3 Managed Services Onboarding	1	\$2,211.80	\$2,211.80

Summary

Monthly subtotal \$2,211.80

One-time onboarding subtotal \$2,211.80

Comments

Prices shown above are valid for 30 days from date of Order.

- Quote is based on approx. 20 total staff and the final price would scale according to actual final count.
- 2,000 GB represents the estimated amount of cloud space needed to store the City Backups offsite in a secure datacenter.

This Order is entered into as of September 6, 2024 between VC3 Inc., a Delaware corporation ("Company") and Caro City, MI ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.



3070 Palms Road, Casco 48064
Phone (810) 326-9000 Fax (810) 326-9100
www.hitech.net

Quote

Date	Quote No.
09-04-24	HTSQ16842

SOLD TO:	SHIP TO:
City of Caro Scott Czasak 317 S. State- Street Caro, MI 48732 United States Phone (989) 673-7671 Fax Email sczasak@carocity.net	City of Caro Scott Czasak 317 S. State- Street Caro, MI 48732 United States Phone (989) 673-7671 Fax Email sczasak@carocity.net

SALES REP.	SALES REP. PHONE	SALES REP. EMAIL	PAYMENT TERMS
Shannon Romero	(810) 326-9000 x216	sromero@hitech.net	COD

QTY	MANUFACTURER	ITEM DESCRIPTION	PRICE
1	Hi-Tech	TechCare Support Agreement Premium (monthly)	\$1,868.00
1	Hi-Tech	TechCare Remote Monitoring & Management Premium Server	
25	Hi-Tech	TechCare Remote Monitoring & Management Premium User	
1	Hi-Tech	TechCloud Intercept X Advanced for Server with XDR (Monthly)	
25	Hi-Tech	TechCloud Central InterceptX Advanced with XDR (Monthly)	
20	Hi-Tech	TechCloud Email Filtering	
20	Hi-Tech	TechCloud PhishThreat	
1	Hi-Tech	TechCloud Backup SVR License+Cloud (Monthly)	
25	Hi-Tech	TechCloud Backup Office 365 (Monthly)	
26	Hi-Tech	TechCloud Privileged Access Management (Monthly)	

SubTotal	\$0.00
Tax	\$0.00
Shipping Estimate	\$0.00
Total	\$0.00
Recurring	\$1,868.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING.



3070 Palms Road, Casco 48064
Phone (810) 326-9000 Fax (810) 326-9100
www.hitech.net

Quote

Date	Quote No.
09-04-24	HTSQ16841

SOLD TO:	SHIP TO:
City of Caro Scott Czasak 317 S. State- Street Caro, MI 48732 United States Phone (989) 673-7671 Fax Email sczasak@carocity.net	City of Caro Scott Czasak 317 S. State- Street Caro, MI 48732 United States Phone (989) 673-7671 Fax Email sczasak@carocity.net

SALES REP.	SALES REP. PHONE	SALES REP. EMAIL	PAYMENT TERMS
Shannon Romero	(810) 326-9000 x216	sromero@hitech.net	COD
QTY	MANUFACTURER	ITEM DESCRIPTION	PRICE
1	Hi-Tech	TechCare Support Agreement Professional (monthly)	\$1,407.00
1	Hi-Tech	TechCare Remote Monitoring & Management Pro Server	
25	Hi-Tech	TechCare Remote Monitoring & Management Pro User	
1	Hi-Tech	TechCloud Intercept X Advanced for Server with XDR (Monthly)	
25	Hi-Tech	TechCloud Central InterceptX Advanced with XDR (Monthly)	
20	Hi-Tech	TechCloud Email Filtering	
20	Hi-Tech	TechCloud PhishThreat	
1	Hi-Tech	TechCloud Backup SVR License+Cloud (Monthly)	
25	Hi-Tech	TechCloud Backup Office 365 (Monthly)	
26	Hi-Tech	TechCloud Privileged Access Management (Monthly)	

SubTotal	\$0.00
Tax	\$0.00
Shipping Estimate	\$0.00
Total	\$0.00
Recurring	\$1,407.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING.

09/09/24

13:30:28

****Standard mileage fees will apply for any engineer travel time to your site****

Page 1 of 1
36
1 of 1

Exhibit B - Fee Schedule for Managed Services

The Calysto Group will provide Client with the IT Managed Services as defined in Exhibit A. The listed fees are based on an inventory of assets performed by our Comprehensive Network and Security Audit, as well as information provided by City of Caro. Monthly fees will be adjusted according to actual usage.

As part of this Agreement The Calysto Group will provide a dedicated technical account manager whose responsibility will be to work with Client management to determine an appropriate technology strategy for Client and to meet with Client management on service level acceptability, current issues and to plan proactive work on an agreed upon periodic basis. The Calysto Group will keep an accounting of service and provide Client with a periodic report.

Fees do not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this agreement. Client will be quoted a price for new or replacement equipment prior to installation, and will sign a work order therefore and be billed separately.

Additional Services:

The Calysto Group provides a wide array of services in addition to managed IT services. No services beyond what is detailed in Exhibit A are implied or guaranteed to be included in this proposal. For a complete list of available services, please see our website <https://calystogroup.com> and speak with our sales team.

Billing and Reports:

The Calysto Group shall provide all billing and reports for transparent and simplified billing. There are ZERO non-recurring charges reflected in this proposal. All of our services are flat-rate monthly "All You Can Eat" IT services. Any covered device and Township employee is serviced at no additional fee. Out of scope items, such as equipment replacement, infrastructure upgrades, or new services will be added billed according to an agreed-upon work order and may be billed at a Time and Materials (T&M) rate. Our standard billable rate for out of scope hourly work for our Managed Services clients is \$190 per hour. Any software or cloud services that the Township requires and desires to procure through The Calysto Group will be billed at agreed-upon pricing not to exceed retail value or Government pricing as appropriate.

Annual Contract Discount:

Managed IT Services paid in full for twelve (12) months will receive a 10% discount. This discount does not apply to 3rd party applications or services such as Microsoft 365 billing.

Monthly Recurring Charges

The quantities below are based on the information provided in the RFP

Description	Price	Quantity	Amount
Monthly Recurring			
Managed Services for End-user devices			
Per endpoint (Workstation / Laptop), per month	\$80.00	25	\$2,000.00
* Unlimited onsite and remote support during client business hours	Each		
* Remote support is available after hours for critical issues			

2. **Security:** Continuous monitoring and security operations protect your business from cyber threats and data breaches.
3. **Consistency:** Regular maintenance and updates ensure consistent system performance and user experience.
4. **Productivity:** Uninterrupted IT operations keep your team productive and focused on business goals.
5. **Cost Management and Control:** Effective IT management reduces unforeseen costs and provides budget predictability.
6. **Performance:** Optimized systems deliver enhanced performance, improving overall business efficiency.
7. **Managed Expansion and Growth:** Our services are scalable to accommodate your business's growth trajectory.

System Administration Based on Your Business Needs:

Our engineers ensure a seamless onboarding process, installing necessary software and tools for onsite and remote administration. Configuration changes are documented, and systems are brought to a known state for efficient monitoring and management. Thorough documentation and effective communication facilitate smooth technology operation.

Consultative Approach:

We collaborate with you to identify focus areas and create a clear plan of action. Our consultative approach ensures technology solutions align with your business's present and future needs.

Service and Deliverables:

Our Managed IT Services program encompasses critical tasks to maintain your system's health:

1. **Network and Security Audit:** Round-the-clock monitoring and alerting ensure infrastructure and security compliance.
2. **Network Consistency:** Infrastructure and systems are standardized through installations, patches, and updates.
3. **Lifecycle Management:** Our inventory database informs replacement priorities, warranty renewals, and asset decommissioning.
4. **Quarterly Business Review:** Strategic alignment of technology with business objectives and service performance review.

On-going Managed Services include:

- Full Helpdesk Operations
- User Account Management
- Patch Management
- Software License Reporting
- Client Network Configuration Management
- 24x7 Workstation Monitoring
- Secure Encrypted Backups of critical data
- Disk Space, Partition, and Usage Management
- Software Deployment
- End User Remote Control
- Management Reporting
- System Inventory Reporting
- vCIO Services

On-Site System Administration Service:

We not only deliver cutting-edge technology solutions but also emphasize a strong human connection by providing dedicated onsite technical resources (when necessary) backed by a client account manager, and the consulting expertise of our C-level personnel.

Vendor Liaison Service:

We coordinate IT vendor support, providing a single point of contact, streamlined issue resolution, and consolidated reporting.

In selecting Calysto Group, The City of Caro gains a partner dedicated to technology excellence and personal service. We are excited to contribute to the Township's technological progress and create a prosperous digital future together.

at no additional charge

* Includes Proactive Monitoring and Maintenance, patch management, workstation security, and all other features listed in Exhibit A

* No additional charge for mobile devices (phones, tablets, etc) as long as they are part of a mobile device management (MDM) policy

Monthly Recurring

Managed Services for Servers

\$50.00 1 \$50.00

Per Server (Physical and/or Virtual), per month

Each

* Unlimited onsite and remote support during client business hours

* Remote support is available after hours for critical issues at no additional charge

* Includes Proactive Monitoring and Maintenance, patch management, workstation security, and all other features listed in Exhibit A

Monthly Recurring

Calysto Defense (Workstation)

\$0.00 26 \$0.00

Covers all computer endpoints (Server, Workstation, Laptop)

Each

Calysto Workstation Defense has all endpoint security essential features in place, including prevention, detection, and response. It provides prevention and detection of attacks across all major vectors, rapid elimination of threats with fully automated, policy-driven response capabilities, and complete visibility into the endpoint environment with full-context, real-time forensics. We utilize EDR and XDR technologies to ensure the most comprehensive protection and response available.

The innovative security solution offers broad protection against diverse modes of attack, including:

Malware

Executables - Trojans, malware, worms, backdoors, payload-based Fileless - Memory-only malware, no-disk-based indicators

Exploits

Documents - Exploits rooted in Office documents, Adobe files, macros, spear phishing emails Browser - Drive-by downloads, Flash, Java, Javascript, VBS, IFrame/HTML5,

plug-ins

Live/Insider

Scripts - Powershell, WMI, PowerSploit, VBS Credentials -
Mimikatz, credentials scraping, tokens

Calysto Workstation Defense delivers multi-layered AI-powered endpoint protection, with Static AI pre-execution protection for known and unknown file based malware, and Behavioral AI agent-side behavioral monitoring that covers any attack vector, including unknown exploits and bypass attempts of traditional anti-virus.

The Behavioral AI engine is built to detect and mitigate malicious code and scripts in documents and is capable of detecting fileless attacks and exploits. Lateral Movement uses Behavioral AI to discover attempts coming from another device over the network.

Calysto Workstation Defense offers attack remediation, cleaning all artifacts of a malicious attempt, including registry, scheduled tasks and more, while Rollback Revert returns an endpoint its pre-infected state. Upon detection, Calysto Workstation Defense can immediately stop lateral threat spread cold by disconnecting the infected endpoint from the network while still maintaining the agent's connection to the management console.

Calysto Workstation Defense includes basic EDR/Threat Hunting, which provides the ability to search for attack indicators, investigate existing incidents, perform file integrity monitoring and root out hidden threats. It includes an Attack Storyline, a visual diagram representing an execution flow, helping IR teams to quickly evaluate the impact of any threat.

Monthly Recurring

Calysto Defense (email)

Every endpoint covered under Managed Services for End-users includes Calysto Mail Defense.

Features:

URL/Link Scanning scans and rescans emails in real-time for known and ongoing threats using malicious link databases such as Google Safe Browsing

Attachments Scanning reviews emails for malicious attachments using different multiple anti-virus and

\$0.00	20	\$0.00
Each		

sandbox solutions
 Unique machine learning algorithms
 Daily input from millions of emails, and global security experts
 High quality real-time human verified phishing detection and threat intelligence
 Sender fingerprinting
 Inbox behavioral analysis
 Automated phishing forensics, orchestration and remediation
 Intuitive dashboard built for rapid response
 Attack simulation and phishing awareness training

Key Benefits:

Provides real-time email content scanning of links and attachments
 Utilizes multiple best of breed sandbox and multiple anti-virus engines
 Improves efficiency of the security team with AI assisted email phishing classification
 Anonymously and automatically detects and shares email phishing attack intelligence
 Prevents email spoofing and impersonation emails, such as display name and domain look-alikes in real-time
 Reduces risk of financial loss from business email compromise (BEC) attacks
 Enables users to be part of the email phishing protection solution, report suspicious emails missed by technical controls such as SEG
 Reduces phishing click rates through continuous assessment and training
 Leverages user training by providing the tools for employees to be able to report suspicious emails

Monthly Recurring

Calysto Defense (Network)

This covers all locations where a network, wired or wireless, exists for the City.

Fully managed network security bundle. Includes remote monitoring and maintenance of the network, real-time threat detection and prevention using machine learning, and sophisticated Anti Virus / Anti Malware protection.

\$150.00

Each

3

\$450.00

Monthly	\$2,500.00
---------	------------

Line	\$2,500.00
------	------------

Total	\$2,500.00
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Terms

Beginning on the Effective Date of this agreement, Client will be billed according to the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due to The Calysto Group under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 10% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within seven (7) days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

The core strategic items are capital expenditure planning, staffing, and technology expense items. That technology means computers, networks, phones, ISP, Line Carrier, and any infrastructure related items.

At the conclusion of the initial three year contract, CLIENT may elect to renew for two additional one year terms.

Exhibit D - Service Level Agreement

This Service Level Agreement ("SLA" or "Agreement") by and between City of Caro, herein referred to as Client or the Client, and (The Calysto Group) hereinafter referred to as Service Provider or the Service Provider, each as identified above and located at the indicated addresses, is effective as of the date specified above. Additionally, this Agreement will not supersede any current processes, procedures or agreements unless stated explicitly herein.

WHEREAS, Service provider is a provider of Information Technology Services Solutions;

WHEREAS, Client desires to contract with Service Provider for the provision of the Service Provider Information.

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Period of Service and Automatic Renewal

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of two (2) months at pricing consistent with rates established in section 1.0 coverage summary. CLIENT and Service Provider reserve the right to review this agreement quarterly and assess its success. Any necessary changes to the term predicated on assets will be made to agreement Addendums as needed and represented by addendum.

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: Agenda Item – DPW Trailer

Members of the Caro City Council,

As you know, during the budget process, the City budgeted \$12,000 for a load trailer for the Department of Public Works. As this is not an object which bids are typically sought, DPW Superintendent Reese sought prices from 3 different vendors to purchase a trailer to fit their needs. The following three prices were obtained:

Vendor	Location	Cost
Becks Trailer Store	St. Johns, MI	\$7,406.00
DR Trailer Sales	Milan, MI	\$6,397.00
USA Trailer Sales	Grayling, MI	\$7,014.00

All three prices are well under the \$12,000.00 budgeted for the trailer, all three prices are for a new trailer, and it is the recommendation of DPW Superintendent Reese and myself to purchase the trailer from DR Trailer Sales for the cost of \$6,397.00.

Options for motions are:

1. Motion to purchase the load trailer from DR Trailer Sales as estimated for a cost of \$6,397.00 and authorize the signing of all documents required to complete the purchase.
2. Motion to purchase the load trailer from another vendor for the estimated price and authorize the signing of all documents required to complete the purchase.
3. Postpone for further consideration and discussion.
4. Take no action.



7607 N. Us 27
St. Johns, MI 48879
(989)224-6825

Sales Consultant:	Sales Manager:	Offer Date:	Deal Type:	Deal Code:
Hiebert, Kevin	Not Assigned	09/16/2024	Retail	462880

Customer Information	Co-Buyer Information	Vehicle Information
Name: City of Caro DOB: DL#: Street: 741 S Hooper St Street 2: City: Caro State: MI Zip code: 48723 County: United States Primary Phone: (989)673-2226 Other Phone: (989)551-0879 Email: dpw@carocity.net	Name: DOB: DL#: Street: Street 2: City: State: Zip code: County: Primary Phone: Other Phone: Email:	Status: New Stock #: 36958 VIN: 4ZECH202XR1317404 Year: 2024 Make: Load Trail Model: CH8320-14 Body: LOAD TRAIL EQUIPMENT TRAILER Color: BLACK Mileage: 1 Plate Type: Plate #: Exp Dt: Category Fee: County Code: 79

Financial Information
Notes: NO LENDER

Purchase Details	Lease Return/Trade Information
MSRP/Retail: \$8,399.00 Discount: -\$1,648.00 Sale Price: \$6,751.00 <hr/> Total Taxable Price: \$6,751.00 Documentation: \$91.00 Freight Fee: \$440.00 Prep Fee: \$109.00 Title: \$15.00 <hr/> Total Delivered Price: \$7,406.00 <hr/> Total Balance: \$7,406.00	Year: Make: Model: Trim: VIN: Color: Mileage: Lic #: Title #: Exp Dt:

Trade Lien Holder Information

Name:	Spoke:
Street:	Account #:
Street 2:	Payoff:
City/State:	Good until:
Zip code:	Daily Accrual:
Phone:	

Insurance Information

Company:	Agent:
Street:	Policy:
Street 2:	Effect Date:
City/State:	Exp Date:
Zip code:	Collision Deduct:
Phone:	Comp Deduct:

I acknowledge that, in executing this document, I have had the opportunity to review and approve all fill in areas, and I have read and understand all of the additional terms and conditions provided to me. This document shall not be construed against any party by reason of the drafting or preparation hereof.

Customer Approval:

Manager Approval:

DR Trailer Sales

14177 Plank Road - Milan, MI 48160
Phone: 734-439-1441

Purchase Date: 09/16/24
Salesperson: Myles Beverly

Cash Disclosure

Phone: 734-439-1441
Fax: 734-439-1415

Buyer:

Caro Public Works
741 South Hooper Street
Caro, MI 48723
Work: 989-551-0879

Co-Buyer:

Purchased Vehicle

<u>Stock #</u>	<u>Vehicle</u>	<u>Color</u>	<u>Miles</u>	<u>VIN</u>
43925	2025 PJ 20 FR 14K	BLK	0	4P51C2520S3071546

Purchases & Fees

Selling Price	Selling Price	\$6,299.00
Fees	Documentation	\$59.00
	CVR Fee	\$24.00
	Certificate of Title	\$15.00
Taxes	Tax 1	\$0.00
Total Cash Price		\$6,397.00

Monies Received

Trades	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
Down Payment	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$0.00
	Total Cash Price	\$6,397.00
Total Credits (-)		\$0.00
Balance Due		\$6,397.00

ALL SPECIAL ORDERS NON REFUNDABLE

ALL USED TRAILERS SOLD AS IS

ALL SALES FINAL

Customer Signature: _____



6659 M-93

Grayling MI 49738

Phone 989-344-8034 Fax 989-344-9118

danp@usa-trailer.com

DATE: #####

EXPIRATION DATE: October 16, 2024

INVOICE: 2023530

CUSTOMER INFORMATION	
NAME	CITY OF CARO
ADDRESS	
LAND LINE	989-551-0879
CELL PHONE	
EMAIL	dtw@carocity.net

YEAR	VIN #	BRAND	SALES MAN	BALANCE DUE
2024	4ZECH202XR1320982	LOAD TRAIL	DAN	

DESCRIPTION	AMOUNT
20FT EQUIPMENT TRAILER	\$ 6,899.00
invoice good for 30 days	

SUB TOTAL \$ 6,899.00

STATE SALES TAX % 6.00% \$ -

**TRAILERS WILL BE ORDERED AS SPECIFIED
ALL DEPOSITS ARE NON-REFUNDABLE**

TITLE \$ 15.00

PLATE \$ ~~200.00~~

PROCESSING \$ 100.00

TOTAL \$ 7,214.00

DEPOSIT

BALANCE DUE ON RECEIPT \$ 7,214.00

**** ALL PRICES INCLUDE CASH/CHECK DISCOUNTS

**** CREDIT CARDS - 3% SERVICE CHARGE

If you have any questions concerning this invoice please contact your salesman.

THANK YOU FOR YOUR BUSINESS!

7,014.00

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CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
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CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: Agenda Item – Actuators for Water Treatment Facility

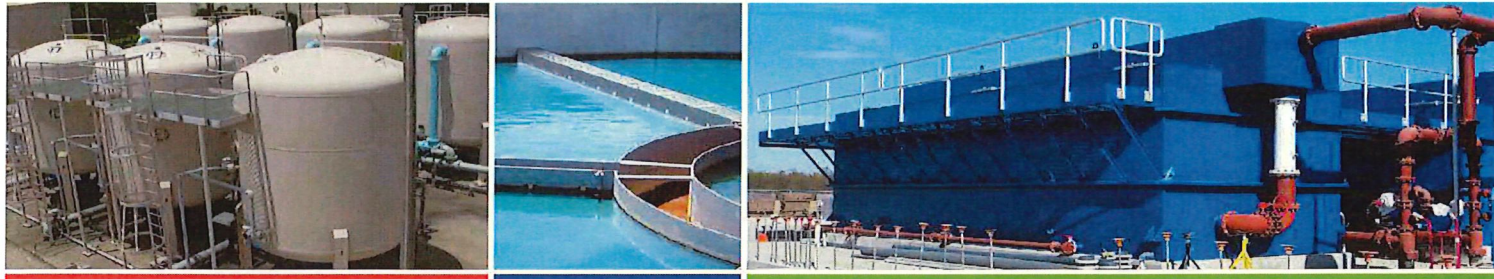
Members of the Caro City Council,

As you know, during the budget process, the City budgeted \$215,000 to purchase new electric actuators at the water treatment facility in order to ensure continued automatic operation of the facility. While this was a planned expense, the need has recently become acute as the actuators are reaching the end of their useful life and manual control has become required. Due to the long potential lead time to receive the actuators it is recommended to purchase them at this time.

This is a part from the company which built the treatment tanks and therefore is designed to work directly with our plant. The quoted price for the parts and services needed is \$217,545.00, which is slightly over the budgeted amount, so an adjustment will be necessary.

Options for motions are:

1. Motion to purchase the new electric actuators and control panel for the water treatment facility from Kurita America for the quoted price of \$217,545.00 and instruct the City Treasurer to adjust the budget to account for the costs above the adopted budget.
2. Postpone for further consideration and discussion.
3. Take no action.



Quotation

Caro, MI

Controls and Valve Actuator Replacement

Addressee: City of Caro, MI

We are represented on this project by:

Joseph Moore, P.E.

DuBois-Cooper Associates | 905 Penniman Ave. |
Plymouth, MI 48170

t: 734-455-6700, ext 3 | f: 734-455-6711 | c: 313-
920-7064 | e: jmoore@duboiscooper.com



www.duboiscooper.com

Quotation #: KATW02122024-1TDS Rev.1

Quotation Date: 9/24/24

Quotation Expires: 30 Days

Kurita America Contact:

Tyler Skarolid
6600 94th Ave. North
Minneapolis, MN 55445
USA
1-800-530-1887
t.skarolid@kurita-water.com



ABOUT KURITA AMERICA

Kurita America is a designer and manufacturer with 70 years of experience in providing customized water and wastewater systems to municipal and industrial customers with more than 2300 installations. Engineering cost-effective solutions for the most challenging surface water and ground water problems.

Key packaged solutions	Service packages and parts
<ul style="list-style-type: none">• Clarification• Membrane systems• Filtration• Ion Exchange• Metals removal	<ul style="list-style-type: none">• Filter media replacement• Original equipment manufacturer parts• Full array of water related parts• Troubleshooting• Upgrades and refurbishment

Kurita America Aftermarket Service and Sales is continually offering new products and services to extend equipment life, reduce water and energy usage, and replace end of life equipment.

Refurbishments

- | | |
|--|---|
| <ul style="list-style-type: none">• Turn-key services matching original specifications• Simul-Wash™ – simultaneous air & water backwash system• BLEU™ –low profile SS dual underdrain• Uni-Cast™ Underdrain – pour in place | <ul style="list-style-type: none">• Site-based services• Underdrain nozzles and replacement• System enhancements• Design-Build-Operate-Maintain solutions for industrial water/wastewater facilities |
|--|---|

Media Replacement and Analysis

- | | |
|--|---|
| <ul style="list-style-type: none">• Turn-key removal and installation• Inventoried anthracite, Sand, garnet, gravel and greensand | <ul style="list-style-type: none">• Disinfection services and media treatment services• Meets AWWA and NSF standards |
|--|---|

Parts

- | | |
|---|--|
| <ul style="list-style-type: none">• Full line of OEM parts• Chemical feed equipment• Valves and valve rebuild parts | <ul style="list-style-type: none">• Stocked sealing and control components• Aerator packing materials |
|---|--|

Automation and Controls

- Factory remote support and monitoring
- SCADA compliant and control
- Allen Bradley control upgrades, PLC & HMI and obsolete replacement
- Compliance reporting and trending
- Custom functional modification for ease of use like screens, tablets, PCs
- Security – firmware, smart switch





Scope of Work

Kurita America has been requested to provide a quotation to provide Bray Series 70 Electric Actuators along with a complete new control panel to replace the existing pneumatic actuators and controls system.

Project timeline is to have all materials shipped in 5 weeks after signed order.
(Actuators 5-6 weeks lead time)
(Control Panel 35 weeks lead time)

Key benefits of Kurita America for the Project

- Kurita America provided the original equipment and has the expertise to make key recommendations.
- Field Service Technicians with extensive equipment knowledge for start-up after repair.
- Certified contractors to perform removal and install of Kurita America equipment.
- Plant operation will run according to Kurita America Engineering design.

Products Provided

Butterfly Valve Actuators

- Kurita America is to provide new Bray Series 70 Electric Actuators to replace the existing Bray Pneumatic actuators. Valves will stay as existing.
- New Actuators to be complete with two limit switches per actuator. This will give valve feedback to the control panel showing the valve's actual position.
- New actuators to include Heaters
 - Qty 14 Series 70 Actuators 6" (Raw Water Influent, SimulWash Influent, SimulWash Rate-Set)
 - Qty 6 Series 70 Actuators 8" (Filtered Water Effluent)
 - Qty 6 Series 70 Actuators 10" (Backwash Effluent)
 - Qty 6 Series 70 Actuators 3" (Airwash Influent)
 - Qty 2 Series 70 Actuators 4" (Filter to Waste)

Control Panel

- Kurita America is to provide a new, custom, fully programmed and functional control panel to replace the existing Tonka Water control panel at Caro, MI.



- The new control panel will incorporate the new electric actuators with limit switch valve feedback.
- Kurita America is to provide a new 36" x 30" control panel.
- Allen Bradley PanelView Plus 7 – 10.4" operator interface terminal for operation observation.
- Compaclogix programmable logic Controller
- Ethernet Switch – Ethernet SCADA capable
- Program to be preloaded prior to shipping.

Freight to the jobsite is included.



Customers Scope:

Execute the required Lock Out/Tag Out procedures as required to perform work on the necessary equipment. Label then disconnect all wiring from the existing enclosure to field devices. Remove old enclosure. Drill conduit entries into the new enclosure and terminate wiring in new enclosure. Providing new airlines as needed. Install Ethernet cables between existing router and new PLC.

Kurita will assist the customer with these tasks in in an advisory role but will be limited by the presiding electrical code and licensing requirements governing the plant. Keep in mind that filter units that we encounter for these upgrades are rarely identical from one plant to the next. There may be some debugging time that is needed from the time power is applied to the new enclosure until it is fully functional.

The expected time required to perform these upgrades is 6-10 hours from the time the upgrade starts until the unit is running again. This is based on history and is not guaranteed due to unforeseen circumstances that may arise. Kurita is committed to meeting your standards and will not consider the job complete until you are satisfied. This upgrade can usually be done while the filter is in service if needed.

Start-up Services

Kurita America's Service Technician to be on site for three days to ensure proper installation of valve actuators and control panel. **It is best if the control panel is being installed while our technician is on site so we can supervise and guide all aspects of installation.**

During this time, our technician will also train staff on site to operate the new control panel.



Pricing

Pricing Table	
Electric Actuators, Control Panel, Programming, Freight:	\$208,845.00
Kurita America Service Technician – start-up service:	\$8,700.00
TOTAL (USD)	\$217,545.00

Kurita bases this proposal on the invoice schedule as shown below:

- 90% Upon Shipment of Materials
- 10% Upon Services

Delivery:

1. Shipment of equipment will be made in approximately 35 weeks after receipt of Purchase Order.
2. This quote is valid for 30 days.

The attached **CONDITIONS OF SALE AND WARRANTIES** that are incorporated herein.
For your convenience, this sheet may be used as your order for this equipment.

Items Ordered	_____
P.O. Number	_____
Total Net Price	_____
Firm Name and Address	_____ _____
By (Print)	_____
Signature	_____
Date	_____

Kurita America Inc.
 Purchase orders should be addressed to: Kurita America Inc. 6600 94 th Ave. North Minneapolis, MN 55445

We do not include the following:

1. Mechanical or electrical installation.
2. Unloading or rigging. The contractor must provide a suitable access to the jobsite.
3. On-site storage or protection of equipment.
4. Pipe, valves or fittings other than those specifically described herein.
5. Pipe supports or hangers.
6. Motor starters, motor controls, disconnects, or any other electrical equipment other than those specifically described herein.
7. Electrical wiring or conduit.





8. Chemical feed tubing, conduit piping, hangers or supports.
9. Pumps or pumping equipment other than those specifically described herein.
10. Concrete, concrete grout or rebar.
11. Disinfection or disinfection / start-up chemicals.
12. Lubricants
13. Pneumatic tubing or conduit.
14. Control panel wall mounting material or hardware.
15. Anchor bolts or anchoring calculations, unless specifically described herein.
16. Any items not specifically described in this proposal.
17. Seismic design considerations of equipment unless otherwise noted.

Notes:

Equipment is quoted f.o.b. factory with full freight allowed to the jobsite.

Our proposal does not include any sales or use taxes.

Travel expenses included.

When ordering please include a signed copy of your Sales Tax Exemption certificate.

City to provide a forklift during media installation.

City to disinfect filter prior to start-up service – procedure provided by Kurita America.

City to provide a dumpster for pallets and bag removal.

The attached Kurita America standard Terms and Conditions are incorporated by reference into this quotation, will be a part of any binding agreement between you and Kurita America and cannot be modified by you whether by the terms of your purchase order or otherwise, except to the extent expressly accepted by Kurita America in writing. You agree to abide by the terms of Section 1 ("General"), Section 3 ("Quotations") and Section 17 ("Confidential Information") of the Kurita America standard terms and conditions with respect to the information contained in this quotation and any other information provided to you by Kurita America, regardless of whether you submit an order or whether you and Kurita America enter into a binding agreement regarding the purchase of the products described herein.

Please note that a copy of the contractor's payment and performance bond is required to be forwarded to us as a part of normal credit approval procedures.

Kurita America requires partial payments based on shipped material and purchaser's account being current prior to scheduling a field technician for equipment start-up.

Kurita America will provide field services as outlined above in this quotation. Kurita America's field service rate is \$1200.00 per day plus travel and per diem expenses. If Kurita America's field service personnel arrive on-site after a schedule is established and the project is not ready for the intended services to be performed, Kurita America will invoice for additional days, if required. If the time required is greater than listed in this quotation, Kurita America will invoice purchaser at the above field service rate plus travel and per diem expenses.





Conditions of Sale and Warranties

1. Exclusive Terms and Conditions

Together with any other terms the parties agree to in writing, these terms and conditions of sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell goods and provide advice, instruction and other services in connection with the sale of those goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this agreement will control the relationship by accepting goods and services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. Buyer Obligations

Seller will not control the actual operation of either Buyer's systems or goods at the site, and unless otherwise specifically agreed in writing, installation of goods shall be the responsibility of Buyer. Goods and services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of goods unless precluded by limitations (including, but not limited to actual space and feed water/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the goods and services due to changes in feed water/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For services to be accurate and goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feed water or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle goods in a proper and safe manner. If Buyer fails to fulfill the foregoing obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable.

3. Payment and Prices

Unless otherwise specified in writing in section 10 of this proposal document, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. [For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer.] Unless otherwise specified, all prices are ExWorks Seller's facility. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the agreement.

4. Payment for Excessive Usage; Lost and Damaged Goods

If payment for goods is based on some factor other than the actual amount of goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

5. Deliveries

Unless stated otherwise in the proposal, Seller shall deliver all products to Buyer EXW Seller's facility, place of manufacture, or warehouse, according to INCOTERMS 2000. Shipment dates, if applicable, noted in this proposal represent Seller's best estimate of probable delivery time considering conditions known at the time this Proposal was prepared. Upon acceptance of Buyer's purchase order or, where specified in the purchase order, upon receipt of Buyer's notification to proceed with fabrication of equipment that satisfies Seller's requirements for meeting the delivery schedule, Seller shall commence fabrication of equipment. The place of delivery specified therein shall be firm and fixed, provided that Buyer may notify Seller no later than 45 days prior to the scheduled shipment date of the products of an alternate point of delivery. Provided the parties agree a variation to take into account any additional





cost [or delay] incurred by Seller in implementing this change, the alternate place of delivery shall become the agreed place of delivery for all purposes under this agreement.

6. Consigned Goods

Buyer shall bear all risk of loss and damage to all consigned goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such goods to Seller pursuant to Seller's shipping instructions.

7. Limited Warranties

Seller warrants that the goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Unless otherwise provided in any warranty schedule that may be attached hereto, the foregoing warranties are valid: (a) for chemicals and services, for 6 months from their date of delivery or the provision of Services; (b) for consumables, including filters and membranes, 12 months from their date of delivery, (c) for goods other than chemicals and consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "performance warranty document" signed between the parties on a separate basis, there is no performance warranty on goods and services or warranty on process results. For goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the goods or services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "return material authorization" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. Use of Equipment, Tanks, and Containers

Tanks and SBC's owned by Seller shall be used only for the storage of goods approved by Seller and, at Seller's request, shall be returned to Seller within thirty (30) days.

9. Compliance with Laws; Permits

Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all goods from and after Buyer's receipt of the goods, as well as for the proper management and disposal of all wastes and residues (including containers) resulting from Buyer's use of the Goods. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses of a permanent nature, or which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense.

10. Installation

For equipment purchase if applicable, installation costs of the equipment and materials supplied shall be the responsibility of the Buyer, unless otherwise provided within the Seller's proposal. Otherwise, unless stipulated in the Seller's proposal, Buyer agrees to pay for start-up supervision and operator instruction, at the Seller's prevailing rate per day. Buyer also agrees to pay reasonable expenses for transportation room and board for Seller's personnel. Standard terms of sale include two sets of operating instructions. If additional sets are required, they are available at an additional charge. Upon receipt of request for additional sets, a price quotation will be forwarded.

11. Differing Site Conditions And Hazardous Materials

In the event that Seller encounters any Hazardous Materials (shall mean toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at the Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the Seller's work under this Agreement may safely proceed.



12. Emergencies

In the event an emergency condition should occur where the protection of either the plant equipment, employees at site, or the surrounding community are threatened, Seller may procure the required and necessary equipment, personnel, or subcontract support. Seller must provide immediate notice to Buyer regarding the emergency and then provide a report after reviewing the events and itemizing all expenditures. Buyer will reimburse Seller for all emergency related expenses.

13. Excusable Delay/Non-Performance

Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment as applicable.

14. Confidentiality and Intellectual Property

Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently, by

the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sublicense, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section.

15. Limitation on Liability

To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

16. Conflicts; Survival, Assignment

If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

17. Termination and Cancellation

This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings;





or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of the State of Minnesota. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Minneapolis, MN, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: Agenda Item – MDOT Maintenance Contract

Members of the Caro City Council,

As you may know, every 5 years, the City and the Michigan Department of Transportation (MDOT) enter into a contract for the City to provide certain maintenance services for the portions of state trunklines within the City. Specifically, the portions of M-81 (State Street), M-24 (Mertz Road/Ellington Street/Cleaver Road) and Old M-24 (E. Frank Street) are covered by the contract.

The contract is supposed to start on October 1, but due to an error by MDOT the renewal was delivered to the City late for its consideration. As the error was on MDOT's part, they are accepting of the agreement being agreed to after the contract date and applying retroactively.

This is a standard contract from MDOT and not subject to adjustment.

Options for motions are:

1. Motion to adopt Resolution 2024-17 to accept the contract between the City of Caro and the Michigan Department of Transportation for the city to perform maintenance on state trunklines.
2. Postpone for further consideration and discussion.
3. Take no action.

CITY OF CARO
RESOLUTION 2024-17
CONTRACT BETWEEN MDOT AND CITY OF CARO FOR
TRUNKLINE MAINTAINENCE

WHEREAS, the Michigan Department of Transportation has trunklines within the City Limits of the City of Caro, specifically portions of M-81, M-24 and Old M-24, and

WHEREAS, the City of Caro provides maintenance for said trunklines, including snow hauling; and

WHEREAS, the City Manager, currently Scott R. Czasak, is designated as Street Administrator and the DPW Superintendent, currently Thomas Reese, leads the department which performs road maintenance.

NOW, THEREFORE BE IT RESOLVED that the Municipal Trunkline Maintenance Contract between the Michigan Department of Transportation and the City of Caro for a period of October 1, 2024-September 30, 2029, is hereby accepted, and

BE IT FURTHER RESOLVED that Scott R. Czasak, City Manager, is designated as the Contract Administrator and Thomas Reese is designated as the Maintenance Superintendent of sections of the State Trunkline Highways.

MOVED: _____ SUPPORTED: _____

YES: _____

NO: _____

ABSTAIN _____

ABSENT _____

Karen Snider, Mayor
City Council

I, Rita Papp, City of Caro Clerk, do hereby certify that the foregoing is a true and original copy of a resolution adopted by the City of Caro Council at a regular meeting thereof held on the 7th day of October 2024.

Rita Papp, Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF CARO

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Caro, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest: and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.

1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Scott Czasak, as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is City Manager. In the event the

Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Tom Reese or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

☒ No, Firm Unit Price items will not be used.

☐ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

47.37 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF CARO

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D
STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe):

Item Locations

1. Pit Site
2. Yard
3. Other (Describe):

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe):

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

[Clear Form](#)

[Definitions](#)

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) <div style="text-align: center;">ft</div>	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) <div style="text-align: center;">ft</div>
<p style="text-align: center;">SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$</p> <p style="text-align: center;">SHR: _____ / _____ = _____ %</p>	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE
MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: Agenda Item – Fire Department Radios

Members of the Caro City Council,

As you know, during the budget process, we budgeted \$21,000 to purchase this years round of radios for the Fire Department. Due to changes in state requirements all radios will have to be updated to ensure uniformity across jurisdictions during a mutual aid situation, among other reasons. We have been replacing radios at a rate of 4 or 5 per year based on cost.

The radios come from Digicom Global 911, and the quoted price to obtain 4 radios this year is \$21,455.03, which is slightly above the budgeted level. As the price can vary over the year it is the recommendation of Fire Chief Heckroth and myself to purchase 4 state radios at this time for a cost of \$21,455.03 and adjust the budget to account for the slight cost overrun.

Options for motions are:

1. Motion to approve the purchase of 4 state radios from Digicom Global 911 Inc. and have them programmed for a cost of \$21,455.03 and instruct the City Treasurer to adjust the budget to account for the additional cost.
2. Postpone for further consideration and discussion.
3. Take no action.

Digicom Global 911 Inc.

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Invoice

Date	Invoice #
9/14/2024	8851

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
37899	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
		Quotation prepared for: Jerry Middaugh cfd7902@yahoo.com 989-551-3320		
		Quote 5108019		
		****VOICE ANNUNCIATION INCLUDED. CUSTOMER PAID FOR THIS EARLIER N/C***		
		CURRENT EXP DATE on the VP8000s below 6-19-28 PURCHASING EXTENDED WARRANTY WITH THIS ORDER per EFJ can't be extended. Warranty has been prorated standard warranty goes through 9-7-27 plus additional through 6-19-28 will give you 9.5 months. of extended warranty. Extended 2 year warranty price 164/24 =6.83 per month X 9.5 = \$64.91 each		
4	[VP8000 GRN S...			
4	VP8000GRF2	VP8000GRF2 High Visibility Green Multi band radio. FREQUENCY BAND OPTIONS SOLD SEPARATELY. Includes multi key DES and ARC 4 encryption, WIFI, bluetooth, 1024 channels & 3 year warranty.C3462260-CC3462262, C3462264	2,168.00	8,672.00
4	VIK 832VP8000-...	832VP8000-7800 VP8000 700/800 MHz frequency band option	572.00	2,288.00

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Invoice

Date	Invoice #
9/14/2024	8851

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
37899	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
4	VIK 8322000002	VIK 8322000002 License key for P25 conventional for VP-6000/7000/8000 series. Kit price given field price \$480.	332.00	1,328.00
4	VIK 8322000005	VIK 8322000005 License key for P25 Phase 1 trunking for VP-6000/7000/8000 series EFJ 8322000005 Kit or Field price	116.00	464.00
4	VIK 8323000004 ...	VIK 8323000004 AES Multi Key FIPS140-2 encryption module includes DES if requested. Note for VP5000 must purchase KWD-AE30K AES Encryption Module	448.00	1,792.00
4	VIK 250VP80000...	VIK 250VP8000001 VP8 Intrinsically safe option for VP8000 ** must modify ***	94.40	377.60
4	KNB-LS7-IS	KNB-LS7-IS 3800 mAh LiIon IS battery	292.80	1,171.20
4	KRA-32K	KRA-32K 700 800 MHz antenna	34.00	136.00
4	KSC-52BK	KSC-52 charger comes equipped with the B-Pocket charger insert which is compatible with the following battery types: KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7. The pocket may be removed and exchanged for use with other battery types. B pocket for KNB-L1/L2/L3/LS5/LS7 style batteries for VPx000	73.84	295.36
4	KMC-70GR	KMC-70GR Mil Spec IP67 (Immersion) Intrinsically safe, high visibility green speaker mic with active noise reduction and 3 programmable buttons and 3.5 mm audio jack	134.80	539.20

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Invoice

Date	Invoice #
9/14/2024	8851

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
37899	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
4	VIK 2990600013	VIK 2990600013 EFJ extended warranty CURRENT EXPERATION DATE IS ON THESE STOCK RADIOS 6-19-28 PURCHASING EXTENDED WARRANTY WITH THIS ORDER per EFJ can't be extended. Warranty has been prorated standard warranty goes through 9-7-27 plus additional through 6-19-28 will give you 9.5 months of extended warranty. Extended 2 year warranty price \$ 164/24 months =6.83 per month X 9.5 = \$64.91 each for remaining extended warranty	64.91	259.64
4	Service-Two Way ...	Service-Two Way Radio Programming fee	15.00	60.00
4	MPSCS	MPSCS \$250.00 one time programming fee good for the life of the radio	250.00	1,000.00
		VP8000 Intrinsically Safe Green Radio SUBTOTAL:		18,383.00
1	[VP5430 BLK P2...			
1	VP5430F2	VP5430F2 700/800, Model 2 Standard Keypad, Transflective Color Display, 3 watts, 1024 Channels, 255 Zones, IP 67/68 & Mil Spec C/D/E/F/G. 3 Year Warranty. Includes P25 Conventional and Phase1 Trunking. Radio ONLY. **Error in price by Deb too low leave it.**	1,356.00	1,356.00

Subtotal

Sales Tax (6.0%)

Total

Payments/Credits

Balance Due

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

675 East Big Beaver
Suite 105
Troy, Mi. 48083

Invoice

Date	Invoice #
9/14/2024	8851

Bill To
Caro Fire Department Chief Randy Heckroth 317 S State St. Caro, MI 48723

Ship To
Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
37899	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
1	VIK KWD-AE30...	VIK KWD-AE30K KIT AES FIPS140-2 & DES Encryption Mod. KWD-AE30K.. **FOR EFJ RADIOS ONLY** (KENWOOD MODELS ARE KWD-AE31 FLD)	264.00	264.00
1	VIK 8323000004 ...	VIK 8323000004 AES Multi Key FIPS140-2 encryption module includes DES if requested. Note for VP5000 must purchase KWD-AE30K AES Encryption Module	448.00	448.00
1	VIK IS 250VP500...	VIK IS 250VP5000001 add intrinsically safe option. Requires IS rated battery	94.40	94.40
1	KRA-32K	KRA-32K 700 800 MHz antenna	34.00	34.00
1	DGKNB-L2LIIS	DGKNB-L2LIIS 3400 mAh Liion intrinsically safe batteries. For Kenwood TK-5000/NX-5000/VP5000/VP6000 series	186.15	186.15
1	KSC-52BK	KSC-52 charger comes equipped with the B-Pocket charger insert which is compatible with the following battery types: KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7. The pocket may be removed and exchanged for use with other battery types. B pocket for KNB-L1/L2/L3/LS5/LS7 style batteries for VPx000	73.84	73.84
1	KMC-70M	KMC-70M Mil Spec IP67 (Immersion) Intrinsically safe speaker mic with Active Noise Reduction,3 programmable buttons and 3.5 mm audio jack	126.64	126.64
1	VIK 2990600013	VIK 2990600013 EFJ 2 year extended warranty	164.00	164.00
			Subtotal	
			Sales Tax (6.0%)	
			Total	
			Payments/Credits	
			Balance Due	

Phone #	Web Site
586-899-4241	digicomglobal911.com

Digicom Global 911 Inc.

675 East Big Beaver
Suite 105
Troy, Mi. 48083

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Date	Invoice #
9/14/2024	8851

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Caro Fire Department Attn Jerry Middaugh 317 S State St. Caro, MI 48723

P.O. Number	Terms	Rep
37899	Net 30	DEB

Quantity	Item Code	Description	Price Each	Amount
1	Service-Two Way ...	Service-Two Way Radio Programming fee	15.00	15.00
1	MPSCS CLIENT	MPSCS Customer will pay the \$250.00 per radio one time programming fee directly to the state. This is good for the life of the radio.	250.00	250.00
		VP5430 Intrinsically Safe Black Radios SUBTOTAL:		3,012.03
1	Vik Voice Ann 2n...	Vik Voice Ann 2nd Pass Dual System: Voice Annunciation audio library coordination for WAV Files Required before Work order submission.	0.00	0.00
1	Shipping	Shipping EST will go out in two different batches because the workorders will be submitted seperately to get radios to client as soon as possible.	60.00	60.00
	MiDeal	MiDeal state contract pricing require contract # 210000000896 to be listed somewhere on the PO.	0.00	0.00

Subtotal \$21,455.03

Sales Tax (6.0%) \$0.00

Total \$21,455.03

Payments/Credits \$0.00

Balance Due \$21,455.03

Phone #	Web Site
586-899-4241	digicomglobal911.com

CITY OF CARO

CITY MANAGER
SCOTT CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

TO: City Manager/ City Council
FROM: Rita Papp – City Clerk
SUBJECT: Set Halloween Trick or Treating Hours
DATE: October 7, 2024

Background:

Halloween falls on Thursday, October 31, 2024, this year. In the past, the Council has set trick-or-treating hours for October 31, from 6:00 p.m. – 7:30 p.m. with the fire siren sounding at the start of trick-or-treating and again at the end.

Option 1

Motion to set trick-or-treating hours for October 31, 2024, from 6:00 p.m. – 7:30 p.m. with the siren to sound at the starting and ending times.

Option 2

To deny.

Option 3

To postpone this matter for further discussion.

CITY OF CARO

CITY MANAGER
SCOTT CZASAK
CITY CLERK
RITA PAPP
CITY TREASURER
TAMMY RIES
CITY ATTORNEY
LAURA GENOVICH

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

MAYOR
KAREN SNIDER
CITY COUNCIL
EMILY CAMPBELL
GREGORY HUTCHISON
PAMELA ISELER
CHARLOTTE KISH
DOREEN OEDY
JILL WHITE

TO: City Council
FROM: Karen Snider – Mayor
SUBJECT: Mayor's Report
DATE: October 7, 2024

The City Manager, Clerk and I prepared the Council agenda on October 3, 2024, for the October 7, 2024, council meeting.

I attended Rotary on September 16, 2024. The Meeting was held at the Great Start Family Enrichment Center. They held their Grand Opening of the Great Start Imagination Library Story Trail and Dedication of the Outdoor Learning Space. The Great Start Family Enrichment Center was originally opened in April 2023. The center is located at 543 Columbia Street, Caro and Rachael Koepf is the Great Start Director. The September 23, 2024, meeting had 2 different presentations. The first presentation was Susan Rickwalt-Holder representing Tuscola Behavior Health Services and Amy Cuthrell from List presenting a Community Service application that is ready for downloading. There are numerous services available, and this application includes Health Department, children and families, mental health substance misuse and recovery, basic needs, victim services, Senior services, human trafficking and many more. Search Tuscola Community Connections, MI in your app store to get this information. The second presentation was done by Ryan Robinson, candidate for Tuscola County Sheriff. He discussed the role of the sheriff and what his vision would be as sheriff. The meeting on September 30th did not have a regular program due to uncontrolled circumstances. Discussion did take place regarding the areas where volunteers are needed for the Tuscola County Pumpkin Festival.

Planning was cancelled for September 24, 2024.

Several past clerks met at Club 24 for lunch on September 18, 2024. It was great to see these individuals as I was the City of Caro Clerk/Treasurer and the Tuscola County Clerk's Association Chairperson at the time of my retirement in December 2018. It was amazing discussing how elections were then compared to the most recent changes.

I had the honor being the guest speaker for Relay for Life, which was held September 21, 2024, at 12:00 PM at the Tuscola County Fairgrounds. The Relay for Life is dedicated to raising money for cancer research at American Cancer Society.

Kohl's Farm music event was held on September 21st in the evening, and I had the opportunity to attend.

CITY OF CARO

CITY MANAGER
SCOTT R. CZASAK
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MEMORANDUM

TO: Caro City Council
FROM: City Manager Scott R. Czasak
DATE: Wednesday, October 2, 2024
RE: City Manager's Report

Members of the Caro City Council,

We have passed the autumnal equinox, and the weather has noticed as a crispness has entered the air, especially in the morning, and as we look forward to all the fall activities here in Caro.

Since my last memo I attended both the Michigan Municipal League's annual Convention and the Michigan Association of Planning's annual Conference. Attending both of these events provide not only an opportunity to hear what is going on throughout the state but to bring the Caro story to more people throughout the state. I must admit coming home with inspiration from all the projects, ideas, and transformations taking place throughout the state. I had the opportunity to show off pictures of the recent downtown art project and discuss what possible next steps can be to make our City more of a draw for new residents and businesses. Some of these steps we can take in the short term, such as improved wayfinding and marketing, but some are long term, such as preparing for the desires of the next generation of Caro residents and their career opportunities. To paraphrase a line from a favorite childhood movie cities are either growing or dying, there isn't any third direction, and from all the feedback I have gotten, Caro wants to keep growing.

I also attended the pre-construction meeting for the Wastewater Treatment Plant project, which is ready to go, as soon as the official contracts are signed preparation will begin immediately with a proposed date to begin construction in January. As part of this, I am working with the contractor and our consultants to have a groundbreaking ceremony for the new UV building in the Spring. The current schedule seeks to have all construction done and cleaned up by early 2026, so we can expect a busy 2025 at the Wastewater Treatment Plant.

As I write this, the Pumpkin Festival is slated to kick off, and by the time the Council meets we will have another tremendous festival in our memories, but the Festival is just the beginning, as our Parks and Recreation Department has two events coming up this fall. On Saturday, October 12 from 2pm until 6pm will be the first, hopefully annual, Harvest on the River event. There will be a pumpkin roll down the sled hill, a bounce house, a fire

for smore making, and other fun activities at Chippewa Landing Park. Also, the Fall Clean-Up is scheduled for Saturday, November 2 from 9am until Noon at Beith Park. Come help get the park cleaned up before winter and the organization who brings the most helpers will gain possession of the Golden Rake until the Spring Clean-Up!

The change in the season is a welcome one, if for no other reason then it is football season and October baseball time, I for one am very happy to see the Tigers advance to the American League Division Series, and hope they beat the Guardians and move on to the AL Championship!

GO LIONS! GO TIGERS!

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TO: City Council/City Manager
FROM: Rita Papp – City Clerk
SUBJECT: Clerk's Report
DATE: October 7, 2024

- General Election will be held in the City of Caro on November 5, 2024.
- 9 days of Early Voting will be held from October 26th through November 3rd. The City of Caro is Early Voting Region # 3 and I as the clerk will host Almer, Indianfields, and Wells Township voters. The City of Caro will receive additional revenue of \$2,500.00 for the clerk hosting and managing the Early Voting Site. Hours of early voting – 8:00 am – 4:00 pm in the council room.
- The clerk's office is in the process of preparing for the General Election, November 5, 2024.
- Ballots are available and have been mailed on September 30, 2024.
- Posted the Wastewater Treatment Plant Superintendent position due to the resignation of David Dienes II. Open until filled. Reposted position.
- Attended Early Voting Host Clerks meeting, September 19, 2024.
- Received resignation letter from Lauren Amellal, DDA Executive Director, effective October 11, 2024. Position has been posted.
- Posted DDA Board Member vacancies due to resignations and expiring terms.
- Open enrollment for employees will be November 1-30, 2024.