

**CARROLLTON TOWNSHIP BOARD
DEPARTMENTAL MEETING
Monday, August 10, 2015**

<u>Roll Call:</u>	Supervisor Kozara	Present
	Clerk Fritz	Present
	Treasurer Petrowski	Present
	Trustee Dudek	Present
	Trustee Douglas	Present

There being a full board, Supervisor Kozara called the meeting to order at 5:30 p.m. Also in attendance: Director Craig Oatten.

Acceptance of Agenda:

It was board consensus to accept the agenda as presented.

Public Comments:

Andrew Lamia, 2836 N. Michigan addressed the board and presented a copy of a Crime Free Rental Ordinance (copy attached). Mr. Lamia requested the board's consideration and implementation of such an ordinance as he feels it could be valuable as the township deals with problematic renters and landlords. Board discussion followed.

Andrew Lamia presented several photographs showing blight at a business near his home at 2824 N. Michigan. Mr. Lamia also commented that it looked as if the Consumers Power line going to the business had been removed. Board discussion followed and it was noted that meetings between the owner of the business and the Code Enforcement Officer had taken place because of non-compliance on several ongoing violations at the business. Court action will be taken against the business owner.

Pending Business:

The board discussed the recent interview process of the two applicants for the vacant position of Zoning Administrator/Planner. At the conclusion of the discussion, it was moved by Dudek and supported by Fritz to offer the position of Zoning Administrator/Planner to Patricia Killingbeck for an annual salary of \$6,000. There being all ayes, the motion passed.

New Business:

Director Oatten presented a summary of the 10 year service agreement between the Mid Michigan Waste Authority (MMWA) and Waste Management of Michigan, Inc. The full agreement is made available for review in the correspondence file. The board was informed by Director Oatten that this is the board's opportunity to formulate any questions/concerns reference the agreement and have them forwarded to the MMWA for answer and clarification. This agenda item was for information/discussion only so no vote is necessary.

Director Oatten presented the bids for three road repair patches, two on Carla Drive and one on Church Street, just north of Carla Drive that were caused by water main breaks. The repairs are to be completed prior to the start of the school in September. The bids for the repairs were submitted by the following companies (copies attached).

Yeager Asphalt - \$6,175.
Mr. Asphalt - \$5,875.78.
Quality Asphalt - \$2,925.

Board members expressed several concerns with how the bidders formulated their bids. After board discussion a motion was made by Fritz and supported by Douglas to award the bid to Yeager Asphalt for \$6,175. A roll call vote followed.

Fritz – Yes.
Douglas – Yes.
Dudek – No.
Petrowski – No.
Kozara – No.

The motion failed three votes to two.

A motion was made by Fritz and supported by Kozara to award the bid to Mr. Asphalt for \$5,875.78. A voice vote was taken and there were three nays and two ayes. The motion failed.

A motion was made by Dudek and supported by Petrowski to award the bid to Quality Asphalt for \$2,925. There being all ayes, the motion passed.

Public Comments:

Rose King, 3427 N. Michigan, thanked the board for their discussions awarding the road repair bid.

Andrew Lamia, 2836 N. Michigan, inquired if the Zoning Administrator/Planner would attend Planning Commission meetings? The answer is yes. Mr. Lamia also asked how a citizen would contact the Zoning Administrator/Planner with questions. Oatten responded that they would be available during public comment at the Planning Commission meetings. In between meeting if something needs to be addressed citizens can bring their concerns to the township office staff and they would be the contact between citizens and the Zoning Administrator/Planner.

Director Updates:

Director Oatten reported that the oil well shaft discovered during the Greenfield Street Water Main replacement project is temporarily sealed and at this point causing no issues.

Brush pick up that was to start on Monday, August 10, 2015 because of last weekend's storms had to be delayed for safety reasons, too much rain. Hopefully, township crews can start chipping brush on Tuesday morning.

Negotiation dates with the Police Officers Association of Michigan (POAM) were requested and as of yet no response.

Board Comments:

Dudek and Kozara both gave updates on the progress of the committee to celebrate Carrollton Township's Sesquicentennial (150 year anniversary). Supervisor Kozara noted that the township's anniversary is actually January 3, 2016, but the celebration will continue with events scheduled throughout the year.

Treasurer Petrowski wanted to mention that she very much appreciates the work of the neighborhood watch group and if it was possible to give more structured time at board meetings for their quarterly reporting. So the township doesn't run the risk of other groups looking for dedicated time at board meetings it is best to have group comments given during public comment.

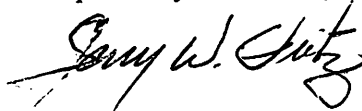
Clerk Fritz commented that he looked at the ditching work that was recently done on Lincoln Street and the area was still holding water. Oatten advised that he would make this concern known to the Saginaw County Road Commission who performed the work. Oatten also stated that during discussions on drainage in that area that there was talk of putting in a cross connection to help drain away rain water. At this time it is unknown if that solution is possible or not.

Trustee Douglas thanked everyone for a good meeting.

Adjournment:

It was moved by Dudek and supported by Petrowski to adjourn. There being all ayes, the meeting adjourned at 6:34 p.m.

Respectfully submitted,



Jerry W. Fritz, Clerk

Public in attendance:

Andrew Lamia, 2836 N. Michigan.

Rose King, 3427 N Michigan.

Frank Sheridan, 2835 Eddy Street.

Matt Dennings and his daughter, 3615 Bauer Drive.

1-800-ASPHALT

Your PAVING CONTRACTOR
QUALITY ASPHALT CO.
989-799-5687

1-800-ASPHALT

Mark

PROPOSAL SUBMITTED TO: <i>Carrollton Township</i>	PHONE: <i>754-4611</i>	DATE: <i>8-8-15</i>
STREET: <i>1645 Mapleridge</i>	JOB NAME:	
CITY, STATE AND ZIP CODE: <i>Carrollton</i>	JOB LOCATION:	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

ASPHALT WORK DESCRIPTIONS:

REGRADE STONE AREA

Regrade and fine grade existing stone areas and add new stonecrete where needed. Compact for proper base and grade for surface water drainage. Pave area with 2 1/2" thick hot Bituminous Asphalt and roll smooth.

Price: \$ _____

COMPLETE DIGOUT DIRT/SOD

Excavate material from area to be paved to provide for 6" depth of stonecrete. Grade and compact stonecrete for proper surface water drainage. Pave area with 2 1/2" thick hot Bituminous Asphalt and roll smooth.

Price: \$ _____

COMPLETE DIGOUT CONCRETE/ASPHALT

Excavate old concrete or asphalt to necessary depth to provide for 6" stonecrete base for asphalt paving. Grade and compact stonecrete for proper surface water drainage. Pave area with ~~3 1/2~~ *3 1/2*" thick hot Bituminous Asphalt and roll smooth.

3" 1 1/2" & 1 1/2"

Price: \$ _____

RESURFACE EXISTING ASPHALT/CONCRETE

Clean sweep dirt and debris from areas to be resurfaced. Fill-in low pocket area with hot asphalt to bring to grade. Apply layer of SS-1H Tackcoat and resurface area with 1 1/2" thick hot Bituminous Asphalt and roll smooth.

Price: \$ _____

Contractor will remove all accumulated debris unless otherwise instructed by owner or management.

We propose hereby to furnish material and labor - complete in accordance with above specifications. *42,925*

FOR THE SUM OF: *Carla 600 Church 1,575* DOLLARS (\$ *42,925*)

PAYMENT TO BE MADE AS FOLLOWS: *Carla & Mapleridge 7,750*

Acceptance - We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions on the reverse side are understood and accepted. Payment will be made in accordance with terms offered. Three (3) days to cancel.

Checked and approved for construction.

QUALITY ASPHALT CO. OF SAGINAW, INC.

Accepted: _____

Date _____

Date _____

Engineer Signature *Ray Kim*

By _____

Officer Signature _____

(Duly Authorized Signature)

STANDARD TERMS OF CONTRACT

1. **THICKNESS OF PAVEMENT:** All descriptions of pavement thickness in proposal refer to average thickness before compaction. Variations in subgrade conditions and technical limitations may result in variations from this average.
2. **DRAINING:** Paving Industry Standards for the proper design of asphalt pavement require a minimum slope of 1% in all areas (one foot of fall for every 100 feet). If the proposed grades on this project result in less than the minimum acceptable slope of 1%, the customer should expect sluggish runoff of surface water, and "birdbath" puddles on the completed pavement. Such problems will not be subject to correction under our warranty.
3. **EXTRA WORK:** Should the need arise for work that goes beyond the scope of what is outlined in this proposal, we will cover such work in a separate proposal, subject to our standard terms. This extra work will not be done unless and until we have a signed acceptance from you or your authorized representative.
4. **APPROVAL:** This proposal will not be binding upon our company until the signed acceptance has been received by us, and until it has been checked and signed by our engineer and/or signed or countersigned by an officer of this company in the space provided for their signatures of this proposal.
5. **REPRODUCTION CRACKS:** When resurfacing concrete, brick or asphalt pavements, the contractor is not responsible for reproduction of cracks or expansion joints which may occur.
6. **WET OR UNSTABLE SUBGRADE:** No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract
7. The total cost of the work includes all materials and labor complete and in place for each item listed, unless otherwise indicated, i.e. separate cost for sealcoatings, painting, etc. Performance guarantee is void when any coating is applied by those other than Quality Asphalt.
8. If approved plans, specs, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specs, and dimensions are not approved, or in the event revisions to the plans and/or specs are made, the total price shall be determined by applying unit prices to actual measured quantities.
9. Unless otherwise stated, the price herein will remain in effect for a period of ten days from the date of this quotation.
10. Work will be invoiced as performed and/or completed unless otherwise specified in the original contract agreement. All invoices will be due 15 days net from date of invoice. Overdue amounts shall bear interest at the maximum allowable rate.
11. Quality Asphalt shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Quality Asphalt's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocations, preferences or priorities for Government or shortages or failure of raw materials or fuel, inclement weather, low temperatures or frost.
12. Quality Asphalt will not be responsible for existing soil conditions or existing base aggregates furnished by others.
13. Base installation is for one move-in only on total project. Asphalt is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.
14. Quality Asphalt reserves the right to refuse or suspend performance or to require payment in advance in the event credit of Purchaser is impaired or inadequate in the judgment of Quality Asphalt.
15. Quality Asphalt reserves the right to suspend or cancel performance or work and to declare due the entire amount for work performed to date in the event Purchaser fails to make payments due under this agreement or fails to make any other payment due Quality Asphalt.
16. Purchaser agrees to pay all attorney's fees, and all costs of collection in the event the services of an attorney are required by Quality Asphalt to enforce this agreement.
17. It is agreed that no promises, agreements or understanding have been made other than herein contained; that no agent or salesman has any authority to obligate Quality Asphalt to any terms, stipulations or conditions not herein expressed.
18. Failure of Quality Asphalt to enforce any of these conditions or to exercise any right shall not affect Quality Asphalt's rights nor shall any such failure act as a waiver in respect of other future occurrences.
19. Contractor does not guarantee that there will be no water accumulation but only that it will be minimal; nor does it guarantee that there will be no roughness or seams.

MAINTENANCE AGREEMENT

This pavement is guaranteed against failure due to improper workmanship or materials for a period of one year after completion of construction, unless otherwise stated herein. Use of pavement for a purpose other than disclosed and intended use, or by heavier traffic than disclosed will void this guarantee. It is understood that this guarantee does not cover damage caused by intentional or accidental excavation, fire, flood, gasoline, oil, chemicals, subsurface water, weed propagation, overloading,

surface damage caused by power steering or pointed objects, or other misuse. Failure of the Purchaser to conform to the requirements of timely payments as stipulated in the General Conditions will void this guarantee. This guarantee does not apply to first or intermediate stages of construction. Asphalt bases are not guaranteed. This guarantee starts when the final wearing surface is placed and the pavement structure is brought up to full design strength.