



*Moving Forward Working Together*

## AGENDA

February 26, 2024  
Regular Meeting – 6:00 P.M.

- Call to Order
- Pledge of Allegiance
- Roll Call
- Review Minutes of Regular Meeting of January 29, 2024 – page 3
- Review Minutes of Committee of the Whole Meeting of January 10, 2024 – page 6
- Review Financial Statement ending January 31, 2024 – page 7
- Citizen Comments
- Budget and Finance
  - Approval of Bills
  - Approve Tuscola County EDC Allocation – page 29
  - Approve Request for Proposals for Branding and Marketing Services – page 33
- Public Services Committee
  - Approve Proposal from Monchilov Sewer Service, LLC – page 41
  - Approve Proposal from Spicer Group – page 47
  - Approve DDA Request to install Customer Only Parking Signs in Alley Behind Theater – page 57
  - Approve Fishbeck Notice to Proceed for Wastewater Treatment Plant Project – page 61
- Personnel and Public Safety
- Parks and Recreation Committee
- Downtown Development Authority– Minutes of January 9, 2024 Minutes – page 65
- Economic Development Corporation – Minutes of January 9, 2024 Minutes – page 67
- Planning Commission– Minutes of January 17, 2024 Minutes – page 69
- Manager's Report – page 71
- Communications
- Other Business
  - **Closed Session**, in accordance with the Open Meetings Act 267 of 1976, Section 15.268, Sec. 8 ( c ) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.
- Adjournment

### March 2024 Meetings and Events:

February 29 – Leap Day (Bonus Day in 2024)

March 10 – Daylight Savings Time Begins

March 12 – Parks and Recreation Committee, 4 pm

March 12 – DDA/EDC Meeting, 1:30 pm

March 13 – Committee of the Whole, 7 pm

March 13 – Personnel & Public Safety Committee, 4 pm

March 19 – Public Services Committee, 4 pm

March 20 – Planning Commission, 7 pm

March 25 – Budget & Finance Committee, 5 pm

March 25 – Council Meeting, 6 pm

March 29 – Good Friday, Offices Closed



A Regular Meeting of the Cass City Village Council was held at the Cass City Municipal Building on Monday, January 29, 2024, at 6:00 p.m. Council Members present: President Robert Piaskowski, Trustees: Bill Hartzell, Michael Kirn and Joe Leeson. Excused: Jeffrey Benkelman, Kevven Dorland

**Public Hearing, – Proposed Ordinance #199, Rezoning 6757 Main Street to B-2, General Business**

MOTION# 2024.1.29-01

MOTION by Kirn, Supported by Trustee Leeson, to open a public hearing to receive comments on the **Proposed Ordinance #199, Rezoning 6757 Main Street to B-2, General Business**. Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

A Public Hearing began at 6:02 pm to receive public comments on the **Proposed Ordinance #199, Rezoning 6757 Main Street to B-2, General Business**.

There were no comments from the public or council members.

MOTION# 2024.1.29-02

MOTION by Trustee Griesing Supported by Trustee Leeson, to close a public hearing to receive comments on **Proposed Ordinance #199, Rezoning 6757 Main Street to B-2, General Business**. Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

The Public Hearing was closed at 6:03 pm.

MOTION# 2024.1.29-03

MOTION by Trustee Kirn, Supported by Trustee Leeson to receive, approve, and file the minutes of the December 11, 2023 Regular Meeting. MOTION CARRIED 5 yeas 0 nays

MOTION# 2024.1.29-04

MOTION by Trustee Leeson, Supported by Trustee Kirn to receive, approve, and file the minutes of the January 10, 2024 Committee of the Whole Meeting. MOTION CARRIED 5 yeas 0 nays

MOTION# 2024.1.29-05

MOTION by Trustee Leeson, Supported by Trustee Kirn to receive, and accept the Financial Statements of December 31, 2023. MOTION CARRIED 5 yeas 0 nays.

During Citizen Comments, Don Ball, 6328 Main Street, inquired on the proposed location and cost of the proposed Electric Vehicle (EV) Recharging Station.

MOTION# 2024.1.29-06

MOTION by Trustee Leeson, Supported by Trustee Griesing, to receive and file the Village of Cass City Accounts Payable paid invoices. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-07

MOTION by Trustee Kirn, Supported by Trustee Leeson, to direct Manager Debbie Powell to research potential realtors, seek quotes and return her findings to the Village Council for future action. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-08

MOTION by Leeson, Supported by Trustee Kirn, to adopt **Ordinance #199, Rezoning 6757 Main Street to B-2, General Business.** Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

MOTION# 2024.1.29-09

MOTION by Trustee Griesing, Supported by Trustee Kirn, to approve the purchase of Ferric Chloride from Hailand Corporation for the Wastewater Treatment Plant in the amount of \$14,000. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-10

MOTION by Trustee Kirn, Supported by Trustee Griesing, to approve the proposal from Charge EV, LLC for a Vehicle Charging Station with two plugs on Village of Cass City property, for a term of ten years. Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

MOTION# 2024.1.29-11

MOTION by Trustee Hartzell, Supported by Trustee Kirn, to approve increasing the line-item# 651-001-970, Capital Improvements, Motor Vehicle Fund, purchase amount of the 2025 Ford Police Interceptor Utility (PIU) from \$46,020 to \$49,001 (an increase of \$2981). MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-12

MOTION by Trustee Hartzell, Supported by Trustee Leeson, to approve the purchase amount of a 2025 Ford Police Interceptor Utility AWD from Lunghammer Ford in the amount of \$49,001. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-13

MOTION by President Piaskowski, Supported by Trustee Leeson, to enter into Closed Session, in accordance with the Open Meetings Act 267 of 1976, Section 15.268, Sec. 8(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement. Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

Chief James Freeman was asked to attend the closed session.

The Council entered into Closed Session at 6:37 pm.

The Council left Closed Session at 7:45 pm.

MOTION# 2024.1.29-14

MOTION by Trustee Kirn, Supported by Trustee Leeson, to return to the Regular Meeting. Roll Call Vote: Benkelman: excused, Dorland: excused, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 5 yeas 0 nays 2 excused

The Council returned to the Regular Meeting at 7:46 pm.

MOTION# 2024.1.29-15

MOTION by Trustee Griesing, Supported by Trustee Leeson, to approve the proposal from DTE for street lighting on Scotty McCollough Drive in the Village of Cass City Municipal Park in the amount of \$20,100.21 with a 10% contingency. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-16

MOTION by Trustee Leeson, Supported by Trustee Hartzell, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on November 14, 2023. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-17

MOTION by Trustee Hartzell, Supported by Trustee Kirn, to appoint Misty DeLong and Andrew Klco to the Cass City Downtown Development Authority (DDA) with a term ending May 1, 2027. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-18

MOTION by Trustee Leeson, Supported by Trustee Kirn, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on November 14, 2023. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-19

MOTION by Trustee Hartzell, Supported by Trustee Leeson, to appoint Misty DeLong and Andrew Klco to the Cass City Economic Development Corporation (EDC) with a term ending May 1, 2027. MOTION CARRIED 5 yeas 0 nays.

MOTION# 2024.1.29-20

MOTION by Trustee Leeson, Supported by Trustee Kirn, to receive and file the minutes of the Cass City Planning Commission held on November 29, 2023. MOTION CARRIED 5 yeas 0 nays.

The Manager's Report was reviewed.

MOTION# 2024.1.29-21

MOTION by Trustee Griesing, Supported by Trustee Leeson, to adjourn the meeting at 7:57 pm. MOTION CARRIED 5 yeas 0 nays.

*Nanette S. Walsh*

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

A Committee of the Whole Meeting of the Cass City Village Council was held Wednesday, January 10, 2024 at 7:00 p.m. at the Municipal Building.

Present: President Robert Piaskowski, Trustees: Jeffrey Benkelman, Dustin Griesing, Michael Kirn and Joe Leeson

Excused: Kevven Dorland, Bill Hartzell

Planning Commission: Dallas Rabideau

Staff Present were Debbie Powell, Village Manager, Nanette Walsh, Clerk/Treasurer, Jim Freeman, Police Chief, Melanie Radabaugh, Community Development Director, Parks and Recreation and RJ Klaus, Utilities Director

Manager Powell facilitated an Economic & Community Development Training:

**13 Ways to Kill Your Community, a book by Doug Griffiths, MBA.**

Doug Griffiths is the Founder and CEO of 13 Ways, Inc., a consulting firm based in Alberta, Canada. His Book offers practical, implementable steps that can be taken to bring a community back to life. Copies of the book were distributed.

By consensus, the meeting was adjourned at 8:08 pm.

*Nanette S. Walsh*

Nanette Walsh, CMC, CPFA, CPFIM, MCAT

# **Village of Cass City**

## **Financial Statements**

**Month Ending 1/31/24**

**8.47% of Fiscal Year**

REVENUE REPORT

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 101 - GENERAL FUND							
101-000-402.000	REAL PROPERTY TAXES	648,874.00	0.00	0.00	0.00	648,874.00	0.00
101-000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	36,360.00	0.00	0.00	0.00	36,360.00	0.00
101-000-410.000	PERSONAL PROPERTY TAXES	58,070.00	0.00	0.00	0.00	58,070.00	0.00
101-000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	3,182.00	0.00	0.00	0.00	3,182.00	0.00
101-000-445.000	PENALTIES & INTEREST TAXES	150.00	0.00	0.00	0.00	150.00	0.00
101-000-447.000	COLLECTION FEES TAXES	10,586.00	0.00	0.00	0.00	10,586.00	0.00
101-000-451.000	LIQUOR LICENSE FEES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
101-000-543.000	STATE GRANT-PA 302 FUNDS	927.00	0.00	0.00	0.00	927.00	0.00
101-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	200,058.00	0.00	0.00	0.00	200,058.00	0.00
101-000-574.000	STATE SHARED REVENUE	316,140.00	0.00	0.00	0.00	316,140.00	0.00
101-000-575.000	STATE SHARED REV, EVIP	59,414.00	0.00	0.00	0.00	59,414.00	0.00
101-000-581.000	REVENUES, CCPS: SCHOOL.RESOURCE.OFFICER	68,000.00	1,509.44	1,509.44	0.00	66,490.56	2.22
101-000-584.000	RESTITUTION FUNDS, CCPD	100.00	0.00	0.00	0.00	100.00	0.00
101-000-607.000	CABLE FRANCHISE FEES	36,050.00	0.00	0.00	0.00	36,050.00	0.00
101-000-608.000	ZONING PERMIT FEES	5,000.00	60.00	60.00	0.00	4,940.00	1.20
101-000-609.000	RENTAL REGISTRATION FEES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
101-000-625.000	MISCELLANEOUS REVENUES	2,600.00	80.00	80.00	0.00	2,520.00	3.08
101-000-640.000	REFUSE FEES	170,959.00	12,459.04	12,459.04	0.00	158,499.96	7.29
101-000-651.000	SWIMMING FEES	60,000.00	0.00	0.00	0.00	60,000.00	0.00
101-000-652.000	ARTS / CRAFTS FEES	10,000.00	0.00	0.00	0.00	10,000.00	0.00
101-000-653.000	OTHER RECREATION FEES	2,800.00	335.00	335.00	0.00	2,465.00	11.96
101-000-655.000	ORDINANCE FINES	1,500.00	366.30	366.30	0.00	1,133.70	24.42
101-000-662.000	REFUSE PENALTIES	3,500.00	241.12	241.12	0.00	3,258.88	6.89
101-000-664.000	INTEREST & DIVIDENDS	18,000.00	1,047.39	1,047.39	0.00	16,952.61	5.82
101-000-671.000	MISCELLANEOUS REIMBURSEMENT	4,500.00	71.00	71.00	0.00	4,429.00	1.58
101-000-674.000	POOL DONATIONS/SPONSORSHIPS	250.00	0.00	0.00	0.00	250.00	0.00
101-000-675.000	DONATIONS FROM PUBLIC & PRIVATE	11,000.00	0.00	0.00	0.00	11,000.00	0.00
101-000-676.000	DOG PARK DONATIONS	0.00	141.00	141.00	0.00	(141.00)	100.00
101-000-678.000	DONATIONS, MUSIC IN THE PARK	2,500.00	0.00	0.00	0.00	2,500.00	0.00
101-000-699.000	TRANSFERS IN, ADMIN CHRG	203,664.00	0.00	0.00	0.00	203,664.00	0.00
101-000-699.100	TRANSFER IN FROM FUND BALANCE	85,000.00	0.00	0.00	0.00	85,000.00	0.00
101-000-699.300	TRANSFER IN FROM FB, COMM PROMO	7,500.00	0.00	0.00	0.00	7,500.00	0.00
101-000-699.400	TRANSFER IN FROM FB, DOG PARK.	2,500.00	0.00	0.00	0.00	2,500.00	0.00
Fund 101 - GENERAL FUND:		2,032,184.00	16,310.29	16,310.29	0.00	2,015,873.71	0.80
TOTAL REVENUES							



GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 101 - GENERAL FUND							
101 - COUNCIL		7,700.00	0.00	0.00	0.00	7,700.00	0.00
172 - ADMINISTRATIVE		168,561.00	11,816.99	11,816.99	528.00	156,216.01	7.32
215 - CLERK STAFF		218,499.00	13,447.83	13,447.83	0.00	205,051.17	6.15
223 - FINANCE		21,115.00	0.00	0.00	0.00	21,115.00	0.00
261 - GENERAL GOVERNMENT		129,819.00	5,975.60	5,975.60	0.00	123,843.40	4.60
262 - ELECTIONS		103.00	0.00	0.00	0.00	103.00	0.00
265 - BUILDINGS & GROUNDS		38,254.00	1,698.69	1,698.69	0.00	36,555.31	4.44
291 - COMMUNITY PROMOTION (PA 359)		53,828.00	2,648.06	2,648.06	3,918.00	47,261.94	12.20
301 - POLICE DEPARTMENT		682,152.00	55,103.58	55,103.58	9,027.00	618,021.42	9.40
315 - CRIME & SAFETY		11,000.00	0.00	0.00	0.00	11,000.00	0.00
401 - MISC GOVERNMENT		13,500.00	0.00	0.00	0.00	13,500.00	0.00
441 - PUBLIC WORKS		24,211.00	0.00	0.00	0.00	24,211.00	0.00
520 - SOLID WASTE DISPOSAL		170,959.00	12,933.58	12,933.58	0.00	158,025.42	7.57
722 - PLANNING AND ZONING		61,703.00	3,589.25	3,589.25	0.00	58,113.75	5.82
752 - SWIMMING POOL		162,114.00	46.17	46.17	0.00	162,067.83	0.03
754 - PARKS DEPARTMENT		250,773.00	12,269.02	12,269.02	0.00	238,503.98	4.89
758 - RECREATION / DAYCAMP		17,893.00	310.32	310.32	0.00	17,582.68	1.73
Fund 101 - GENERAL FUND:							
TOTAL EXPENDITURES		2,032,184.00	119,839.09	119,839.09	13,473.00	1,898,871.91	6.56

REVENUE REPORT

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% B DGT USED
Fund 202 - MAJOR STREET							
202-000-402.000	MJ ST REAL PROPERTY TAXES	27,398.00	0.00	0.00	0.00	27,398.00	0.00
202-000-410.000	MJ ST PERSONAL PROPERTY TAXES	2,300.00	0.00	0.00	0.00	2,300.00	0.00
202-000-553.000	MJ ST GAS & WEIGHT	284,485.00	0.00	0.00	0.00	284,485.00	0.00
202-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	7,088.00	0.00	0.00	0.00	7,088.00	0.00
202-000-607.000	PA 48 METRO ACT, TELECOM RT OF WAY	14,075.00	0.00	0.00	0.00	14,075.00	0.00
202-000-664.000	INTEREST & DIVIDENDS	7,000.00	574.01	574.01	0.00	6,425.99	8.20
202-000-671.000	MJ ST MISC. REIMBURSEMENT	6,700.00	0.00	0.00	0.00	6,700.00	0.00
202-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	49,592.00	0.00	0.00	0.00	49,592.00	0.00
202-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	32,328.00	0.00	0.00	0.00	32,328.00	0.00
202-000-691.000	APPROPRIATION FROM GENERAL FUND	117,000.00	0.00	0.00	0.00	117,000.00	0.00
Fund 202 - MAJOR STREET:		547,966.00	574.01	574.01	0.00	547,391.99	0.10
TOTAL REVENUES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGD USED
Fund 202 - MAJOR STREET							
463 - STREET MAINTENANCE		316,214.00	3,528.81	3,528.81	0.00	312,685.19	1.12
470 - R. O. W. MAINTENANCE		42,549.00	0.00	0.00	0.00	42,549.00	0.00
474 - SIGNS		7,234.00	0.00	0.00	0.00	7,234.00	0.00
478 - SNOW		99,495.00	5,612.54	5,612.54	0.00	93,882.46	5.64
486 - TRUNKLINE MAINTENANCE		6,666.00	166.24	166.24	0.00	6,499.76	2.49
488 - TRUNKLINE SWEEPING/FLUSHING		12,287.00	288.90	288.90	0.00	11,998.10	2.35
493 - STATE MONUMENT PROPERTY T.L.		1,271.00	0.00	0.00	0.00	1,271.00	0.00
494 - TRUNKLINE UTILITIES		11,827.00	0.00	0.00	0.00	11,827.00	0.00
497 - TRUNKLINE SNOW REMOVAL		41,986.00	10,252.62	10,252.62	0.00	31,733.38	24.42
502 - TRUNKLINE FRINGE BENEFITS		8,437.00	1,465.44	1,465.44	0.00	6,971.56	17.37
<div style="text-align: center;">           1            1            1         </div>							
Fund 202 - MAJOR STREET:							
TOTAL EXPENDITURES		547,966.00	21,314.55	21,314.55	0.00	526,651.45	3.89

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 203 - LOCAL STREET							
203-000-402.000	REAL PROPERTY TAXES	236,255.00	0.00	0.00	0.00	236,255.00	0.00
203-000-410.000	PERSONAL PROPERTY TAXES	23,699.00	0.00	0.00	0.00	23,699.00	0.00
203-000-553.000	GAS & WEIGHT	112,050.00	0.00	0.00	0.00	112,050.00	0.00
203-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	63,841.00	0.00	0.00	0.00	63,841.00	0.00
203-000-664.000	INTEREST & DIVIDENDS	10,000.00	1,005.41	1,005.41	0.00	8,994.59	10.05
203-000-671.000	MISC REIMBURSEMENTS	2,621.00	0.00	0.00	0.00	2,621.00	0.00
203-000-690.000	1.5 MILLS CO. BRIDGE TAX	46,732.00	0.00	0.00	0.00	46,732.00	0.00
203-000-699.000	TRANSFER IN, LOCAL STREET FUND BALANCE	10,000.00	0.00	0.00	0.00	10,000.00	0.00

Fund 203 - LOCAL STREET:

TOTAL REVENUES

505,198.00      1,005.41      1,005.41

0.00      504,192.59      0.20

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 203 - LOCAL STREET							
463	- STREET MAINTENANCE	302,823.00	11,513.78	11,513.78	0.00	291,309.22	3.80
470	- R. O. W. MAINTENANCE	42,123.00	0.00	0.00	0.00	42,123.00	0.00
474	- SIGNS	7,633.00	0.00	0.00	0.00	7,633.00	0.00
478	- SNOW	65,332.00	4,906.69	4,906.69	0.00	60,425.31	7.51
494	- TRUNKLINE UTILITIES	85,912.00	0.00	0.00	0.00	85,912.00	0.00
Fund 203 - LOCAL STREET:							
TOTAL EXPENDITURES		503,823.00	16,420.47	16,420.47	0.00	487,402.53	3.26

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 244 - ECONOMIC DEVELOPMENT							
244-000-664.000	INTEREST & DIVIDENDS	300.00	16.02	16.02	0.00	283.98	5.34
244-000-691.000	APPROPRIATION FROM FUND BALANCE	3,800.00	0.00	0.00	0.00	3,800.00	0.00
244-000-692.000	CONTRIBUTION FROM GENERAL FUND	13,500.00	0.00	0.00	0.00	13,500.00	0.00

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL REVENUES

17,600.00

16.02

16.02

0.00

17,583.98

0.09

EXPENDITURE REPORT

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 MONTH 01/31/24	ACTIVITY FOR MONTH 01/31/24	YTD BALANCE 01/31/2024	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
		AMENDED BUDGET	INCR (DECR)	NORM (ABNORM)			
Fund 244 - ECONOMIC DEVELOPMENT							
001 - ADMINISTRATION		17,600.00	1,125.18	1,125.18	0.00	16,474.82	6.39

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL EXPENDITURES

17,600.00      1,125.18      1,125.18      0.00      16,474.82      6.39

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
Fund 248 - D.D.A.							
248-000-402.000	CAPTURED TAXES	20,677.00	0.00	0.00	0.00	20,677.00	0.00
248-000-403.000	CAPTURE TOWNSHIP TAXES	4,075.00	0.00	0.00	0.00	4,075.00	0.00
248-000-404.000	CAPTURE COUNTY TAXES	9,313.00	0.00	0.00	0.00	9,313.00	0.00
248-000-625.000	MISC FEES	268.00	0.00	0.00	0.00	268.00	0.00
248-000-664.000	INTEREST & DIVIDENDS	361.00	63.17	63.17	0.00	297.83	17.50
248-000-675.000	TRANSFER FROM FUND BALANCE	2,800.00	0.00	0.00	0.00	2,800.00	0.00

Fund 248 - D.D.A.:

TOTAL REVENUES 37,494.00 63.17 63.17 0.00 37,430.83 0.17



GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 248 - D.D.A.							
001 - ADMINISTRATION		27,087.00	500.00	500.00	1,728.00	24,859.00	8.23
005 - THORP PROPERTY		600.00	0.00	0.00	0.00	600.00	0.00
008 - DDA DEBT SERVICE		9,807.00	793.35	793.35	0.00	9,013.65	8.09
<hr/>							
Fund 248 - D.D.A.:		37,494.00	1,293.35	1,293.35	1,728.00	34,472.65	8.06
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT USED
Fund 408 - WATER RECREATION FUND							
408-000-675.000	DONATIONS, SPLASH PARK PROJECT	500.00	0.00	0.00	0.00	500.00	0.00
<hr/>							
Fund 408 - WATER RECREATION FUND:		500.00	0.00	0.00	0.00	500.00	0.00
TOTAL REVENUES							

EXPENDITURE REPORT

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

ACTIVITY FOR  
 MONTH 01/31/24  
 INCR (DECR)

YTD BALANCE  
 01/31/2024  
 NORM (ABNORM)

ENCUMBERED  
 YEAR-TO-DATE

UNENCUMBERED  
 BALANCE

% BDGT  
 USED

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - WATER RECREATION FUND							
001 - ADMINISTRATION		500.00	0.00	0.00	0.00	500.00	0.00

Fund 408 - WATER RECREATION FUND:

TOTAL EXPENDITURES

500.00	0.00	0.00	0.00	500.00	0.00
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 590 - WASTEWATER TREATMENT							
590-000-528.000	OTHER FEDERAL GRANTS - ARPA	245,000.00	0.00	0.00	0.00	245,000.00	0.00
590-000-609.000	SEWER MISC REVENUES	27,810.00	1,635.00	1,635.00	0.00	26,175.00	5.88
590-000-628.000	SEWER OMR FEES	304,707.00	24,903.98	24,903.98	0.00	279,803.02	8.17
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS	530,184.00	42,809.00	42,809.00	0.00	487,375.00	8.07
590-000-636.000	SEWER CONNECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
590-000-662.000	SEWER SERVICE PENALTIES	15,000.00	980.72	980.72	0.00	14,019.28	6.54
590-000-664.000	INTEREST & DIVIDENDS	14,500.00	1,951.86	1,951.86	0.00	12,548.14	13.46
590-000-699.000	TRANSFERS FROM FUND BALANCE	33,500.00	0.00	0.00	0.00	33,500.00	0.00

Fund 590 - WASTEWATER TREATMENT:

TOTAL REVENUES		1,171,701.00	72,280.56	72,280.56	0.00	1,099,420.44	6.17
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001 - ADMINISTRATION		238,341.00	9,908.68	9,908.68	0.00	228,432.32	4.16
002 - TREATMENT AND PUMPING		587,852.00	23,221.32	23,221.32	3,550.00	561,080.68	4.55
003 - COLLECTIONS		193,443.00	712.87	712.87	0.00	192,730.13	0.37
004 - MAINTENANCE		151,607.00	12,925.72	12,925.72	0.00	138,681.28	8.53
<hr/>							
Fund 590 - WASTEWATER TREATMENT:		1,171,243.00	46,768.59	46,768.59	3,550.00	1,120,924.41	4.30
TOTAL EXPENDITURES							

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 591 - WATER SYSTEM							
591-000-544.000	STATE GRANT - DWAM	103,228.00	0.00	0.00	0.00	103,228.00	0.00
591-000-628.000	WATER OMR FEES	320,678.00	26,078.99	26,078.99	0.00	294,599.01	8.13
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS	387,139.00	28,114.73	28,114.73	0.00	359,024.27	7.26
591-000-636.000	CONNECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
591-000-646.000	BULK WATER SALES REVENUE	2,200.00	114.00	114.00	0.00	2,086.00	5.18
591-000-662.000	SERVICE PENALTIES	11,500.00	678.96	678.96	0.00	10,821.04	5.90
591-000-664.000	INTEREST & DIVIDENDS	15,500.00	1,820.01	1,820.01	0.00	13,679.99	11.74
591-000-665.000	BUILDING LEASE REVENUES	53,024.00	0.00	0.00	0.00	53,024.00	0.00
591-000-671.000	MISC. REIMBURSEMENTS	6,900.00	25.00	25.00	0.00	6,875.00	0.36
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		901,169.00	56,831.69	56,831.69	0.00	844,337.31	6.31

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

YTD BALANCE  
01/31/2024

UNENCUMBERED  
BALANCE

ENCUMBERED  
YEAR-TO-DATE

% BDGT  
USED

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 591 - WATER SYSTEM							
001 - ADMINISTRATION		213,788.00	7,896.59	7,896.59	0.00	205,891.41	3.69
002 - TREATMENT AND PUMPING		253,804.00	1,298.49	1,298.49	0.00	252,505.51	0.51
003 - COLLECTIONS		152,446.00	4,196.03	4,196.03	0.00	148,249.97	2.75
004 - MAINTENANCE		21,916.00	0.00	0.00	0.00	21,916.00	0.00
011 - DWAM GRANT		103,228.00	0.00	0.00	0.00	103,228.00	0.00

Fund 591 - WATER SYSTEM:

TOTAL EXPENDITURES

745,182.00      13,391.11      13,391.11      0.00      731,790.89      1.80

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	MONTH 01/31/24 INCR (DECR)	ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDTG
				MONTH 01/31/24	01/31/2024	YEAR-TO-DATE	BALANCE	USED
				INCR (DECR)	NORM (ABNORM)			
Fund 651 - MOTOR VEHICLE & EQUIPMENT								
651-000-654.000	DPW CONTRACTING REVENUES	1,545.00	0.00		0.00	0.00	1,545.00	0.00
651-000-664.000	INTEREST & DIVIDENDS	10,000.00	1,024.15		1,024.15	0.00	8,975.85	10.24
651-000-670.000	INTERDEPARTMENT RENTALS	435,720.00	29,253.95		29,253.95	0.00	406,466.05	6.71
651-000-671.000	MISC REIMBURSEMENTS	400.00	0.00		0.00	0.00	400.00	0.00
651-000-673.000	SALE OF ASSETS	12,000.00	0.00		0.00	0.00	12,000.00	0.00
651-000-699.000	TRANSFER FROM FUND BALANCE	91,000.00	0.00		0.00	0.00	91,000.00	0.00

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL REVENUES		550,665.00	30,278.10		30,278.10	0.00	520,386.90	5.50
TOTAL REVENUES - ALL FUNDS		5,764,477.00	177,359.25		177,359.25	0.00	5,587,117.75	3.08



EXPENDITURE REPORT

PERIOD ENDING 01/31/2024

% Fiscal Year Completed: 8.47

ACTIVITY FOR MONTH 01/31/24  
 2024 MONTH 01/31/24  
 AMENDED BUDGET INCR (DECR) YTD BALANCE  
 01/31/2024  
 NORM (ABNORM)

ENCUMBERED YEAR-TO-DATE UNENCUMBERED BALANCE % BDGT USED

GL NUMBER	DESCRIPTION	AMENDED BUDGET	INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
001 - ADMINISTRATION		550,386.00	9,468.69	9,468.69	3,071.78	537,845.53	2.28

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL EXPENDITURES		550,386.00	9,468.69	9,468.69	3,071.78	537,845.53	2.28
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TOTAL EXPENDITURES - ALL FUNDS		5,606,378.00	229,621.03	229,621.03	21,822.78	5,354,934.19	4.48
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDDT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		2,032,184.00	16,310.29	16,310.29	0.00	2,015,873.71	0.80
TOTAL EXPENDITURES		2,032,184.00	119,839.09	119,839.09	13,473.00	1,898,871.91	6.56
NET OF REVENUES & EXPENDITURES		0.00	(103,528.80)	(103,528.80)	(13,473.00)	117,001.80	
Fund 202 - MAJOR STREET							
Fund 202 - MAJOR STREET:							
TOTAL REVENUES		547,966.00	574.01	574.01	0.00	547,391.99	0.10
TOTAL EXPENDITURES		547,966.00	21,314.55	21,314.55	0.00	526,651.45	3.89
NET OF REVENUES & EXPENDITURES		0.00	(20,740.54)	(20,740.54)	0.00	20,740.54	
Fund 203 - LOCAL STREET							
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		505,198.00	1,005.41	1,005.41	0.00	504,192.59	0.20
TOTAL EXPENDITURES		503,823.00	16,420.47	16,420.47	0.00	487,402.53	3.26
NET OF REVENUES & EXPENDITURES		1,375.00	(15,415.06)	(15,415.06)	0.00	16,790.06	
Fund 244 - ECONOMIC DEVELOPMENT							
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		17,600.00	16.02	16.02	0.00	17,583.98	0.09
TOTAL EXPENDITURES		17,600.00	1,125.18	1,125.18	0.00	16,474.82	6.39
NET OF REVENUES & EXPENDITURES		0.00	(1,109.16)	(1,109.16)	0.00	1,109.16	
Fund 408 - WATER RECREATION FUND							
Fund 408 - WATER RECREATION FUND:							
TOTAL REVENUES		37,494.00	63.17	63.17	0.00	37,430.83	0.17
TOTAL EXPENDITURES		37,494.00	1,293.35	1,293.35	1,728.00	34,472.65	8.06
NET OF REVENUES & EXPENDITURES		0.00	(1,230.18)	(1,230.18)	(1,728.00)	2,958.18	
Fund 590 - WASTEWATER TREATMENT							
Fund 590 - WASTEWATER TREATMENT:							
TOTAL REVENUES		1,171,701.00	72,280.56	72,280.56	0.00	1,099,420.44	6.17
TOTAL EXPENDITURES		1,171,243.00	46,768.59	46,768.59	3,550.00	1,120,924.41	4.30
NET OF REVENUES & EXPENDITURES		458.00	25,511.97	25,511.97	(3,550.00)	(21,503.97)	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		901,169.00	56,831.69	56,831.69	0.00	844,337.31	6.31
TOTAL EXPENDITURES		745,182.00	13,391.11	13,391.11	0.00	731,790.89	1.80
NET OF REVENUES & EXPENDITURES		155,987.00	43,440.58	43,440.58	0.00	112,546.42	
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
TOTAL REVENUES		550,665.00	30,278.10	30,278.10	0.00	520,386.90	5.50
TOTAL EXPENDITURES		550,386.00	9,468.69	9,468.69	3,071.78	537,845.53	2.28
NET OF REVENUES & EXPENDITURES		279.00	20,809.41	20,809.41	(3,071.78)	(17,458.63)	

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 01/31/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
			MONTH 01/31/24 INCR (DECR)	01/31/2024 NORM (ABNORM)				
	TOTAL REVENUES - ALL FUNDS	5,764,477.00	177,359.25	177,359.25	0.00	5,587,117.75	3.08	
	TOTAL EXPENDITURES - ALL FUNDS	5,606,378.00	229,621.03	229,621.03	21,822.78	5,354,934.19	4.48	
	NET OF REVENUES & EXPENDITURES	158,099.00	(52,261.78)	(52,261.78)	(21,822.78)	232,183.56		





*Moving Forward Working Together*

**TO:** Village President and Council  
**FROM:** Deboria L. Powell, Village Manager  
**DATE:** February 26, 2024  
**RE:** Tuscola County Economic Development Corporation (EDC)  
2024 Allocation

The Tuscola County Economic Development Corporation has been critical to our businesses with grant writing for potential Federal and State grants and in getting new businesses to settle in our community.

Tuscola County EDC channels state and federal funds throughout the county. Cass City has benefited by receiving Brownfield funds to remediate contaminated sites for redevelopment (i.e. the former Nestle plant). These Brownfield funds have also been used to provide environmental assessments, most recently on the former Cultural Center.

Tuscola County EDC has routinely met with local businesses on retention calls, assist manufacturing facilities with tax abatements, and promote funding sources and grants for our businesses to submit applications.

The 2024 Village of Cass City Budget includes an allocation to the Tuscola County Economic Development Corporation (EDC) in the amount of \$7,500. Funds are budgeted in the Community Promotions section of the General Fund, which is funded by a 0.6800 millage for promotion and marketing authorized by PA 359 of 1925.

Staff recommends the Village Council approve the \$7,500 allocation in the budget in Account # 101-291-965.000.

**MOTION: Approve and pay the 2024 allocation to the Tuscola County Economic Development Corporation in the amount of \$7,500.**

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 \* 989-872-2911 \* Fax 989-872-4855 \*  
TTY 989-872-4742 or e-mail: [casscity.org](mailto:casscity.org)



Empowering Leaders in Agriculture, Manufacturing, and Clean Energy

141 S Almer St, Caro, MI 48723 • (989) 673 - 2849 • [www.tuscolacountyedc.org](http://www.tuscolacountyedc.org) • [directorerickson@tuscolaedc.org](mailto:directorerickson@tuscolaedc.org)

January 30, 2024

Debbie Powell and Village Council  
6506 Main Street  
Cass City, MI 48726

Dear Debbie Powell,

The Tuscola County Economic Development Corporation (TEDC) has been active in helping to bring development and job growth to Cass City. This past year we have brought funding for the Nestle's Building and the Cultural Center in Cass City. These grants are to mediate environmental issues. Once they are completed, work to finish the buildings will bring them back to life and establish functional buildings in the Village of Cass City.

The TEDC continues to be a resource to businesses through our Revolving Loan and Small Business Revitalization Grant funds. We utilized those funds to help support Cass City DDA with their Business Builders program. We have also supported several businesses in Cass City with funding and addressed utility issues and other needs. As you see, the TEDC affects the Village of Cass City directly and indirectly to better the life of the people of Cass City.

We have also helped to reinstate the L.E.A.D Tuscola leadership training program following a pause due to COVID. We have added new members from the Cass City area to the L.E.A.D Steering Committee, who are doing a great job!

As you may be aware, the TEDC Board has chosen to partner with MSU Extension to cost share the expenses of the new Executive Director's pay, benefits, and expenses. This will help reduce our costs and still provide the services and retain the talent we need for Tuscola Co. Economic Development. The local board remains in control of the direction of the EDC. As funding to support grants has been considerably reduced, your contribution to the TEDC means more than ever before.

Your allocation of \$7,500.00 toward the operations of the TEDC is vital for our agency to continue to invest through grants, loans and for the well-being of the County and Cass City. We greatly appreciate Cass City stepping up last year for a second allocation. The TEDC will continue to uncover resources that will help Cass City and your businesses to grow.

Sincerely,

Keith E. Baur  
Interim Executive Director



# TUSCOLA COUNTY ECONOMIC DEVELOPMENT CORP

Empowering Leaders in Agriculture, Manufacturing, and Clean Energy

141 S Almer St, Caro, MI 48723 • (989) 673 - 2849 • www.tuscolacountyedc.org • directorerickson@tuscolaedc.org

## Request

Name	<u>Village of Cass City</u>	01/30/2024
Address	<u>6506 Main Street</u>	
City	<u>Cass City</u>	State <u>MI</u> ZIP <u>48726</u>

	Description	Total
	<b>Allocation Request 2024</b>	<b>\$7,500.00</b>
	Requested to be received by: <b>February 14, 2024</b>	
		<b>\$7,500.00</b> <i>JK</i>

Thank You for your partnership!

THE UNIVERSITY OF CHICAGO

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**TO:** Village President & Council  
**FROM:** Debbie Powell, Village Manager  
**DATE:** February 26, 2024  
**SUBJECT:** RFP-Branding, Logo, and Marketing Services

One of the 2024 Strategic Planning Goals for the Village included the Branding & Marketing of Cass City. A Request for Proposal (RFP) has been drafted outlining the scope of services we are seeking with regards to community research/engagement, logo design, branding, graphics-both print and video, and overall marketing strategies for Cass City.

A list of potential vendors for this project was distributed to Council members on February 2, with the RFP draft for review. Some of the vendors were recommended by neighboring communities and municipalities in Michigan. No changes to the RFP-Branding, Logo and Marketing Services were noted.

Staff recommends the RFP be distributed and advertised on February 27, 2024, to meet our project deadlines of:

- Advertise and Distribute RFP-February 27, 2024
- Deadline to receive and open RFP-March 29, 2024

**MOTION: Approve seeking Request for Proposals for Branding and Marketing Services for the Village of Cass City.**



**Village of Cass City, MI**  
**Request for Proposals**  
**Branding, Logo, and Marketing Services**

**INTRODUCTION**

The Village of Cass City is seeking proposals from experienced marketing and branding firms to provide authentic and comprehensive marketing services that includes logo design, slogan development and overall branding to effectively communicate the diverse community and economic development opportunities in the Village of Cass City.

**BACKGROUND**

Cass City is nestled in the center of the “Thumb” of Michigan, less than 40 miles to beautiful Lake Huron on the west, north and east and less than 100 miles north of Detroit. The population of Cass City is 2,508 as of the 2021 Census. The village, and the nearby Cass River, are both named after General Lewis Cass, the territorial governor of Michigan in the early 19<sup>th</sup> century. Cass City’s history includes both the logging and farming industries; and agriculture remains a large part of the community as well as some local industry, retail, professional and medical services.

Citizens of Cass City are very proud of the quality of life in their community. It offers a top-notch school district and a plethora of health services, including a critical access hospital. The Village of Cass City operates a 24/7/365 police department and has an 80+ acre municipal park, including the park gem, the junior-Olympic size outdoor Helen Stevens Memorial Pool. Residents also enjoy a variety of other recreational activities including golf, hiking, baseball/softball, multiple playgrounds, a new dog park, disc golf, pickleball courts and much more.

## **OVERSIGHT AND KEY GOAL**

The Village of Cass City Manager, Debbie Powell, will provide immediate oversight for this project. The goal for this project includes the creation and implementation of a strong visual community brand through the design of a logo and slogan, utilizing both artistic and written branding that demonstrates the history of our Village and the opportunity for economic growth.

## **SCOPE OF SERVICES**

- Conduct research on the Village of Cass City, its' current residents' demographics, housing, employment, business environment, social experiences, and amenities.
- Seek public input via social media, surveys, public forum, etc.
- Identify traits of the Cass City community that will assist in creating a new logo/branding for the Village.
- Create a slogan that represents economic, personal, and social growth and opportunity.
- Provide graphic and video design for marketing materials (advertising, social media, promo video, stationery, etc.)
- Offer input on the City's current digital presence (including casscity.org and any social media sites maintained by the city).
- Develop marketing strategies to drive tourists traveling the M-53 corridor to Lake Huron, to divert 4 miles west and visit Cass City!

## **DESIRED QUALIFICATIONS & REQUIREMENTS**

The proposal should include the respondent's experience in logo/slogan development, of relevance would be the level of experience in municipality branding.

The respondent should demonstrate expertise in project management, research, marketing, and creative design as it relates to community branding.

Relevant experience and examples of similar work should be outlined, as well as key team members and their qualifications. If the scope of the work is to include utilization of subcontractors, those entities and their qualifications should be outlined in the RFP as well.

## **RFP SUBMISSION & OTHER DETAILS**

- 1. Issuing Office.** This Request for Proposal (RFP) is issued by the Village of Cass City, Cass City, MI
- 2. Questions.** All questions may be directed to the following contact person.

Debbie Powell, Village Manager

Phone: (989) 872-2911

Email: [ccmanager@casscity.org](mailto:ccmanager@casscity.org)

- 3. Response Date.** (10) copies of the RFP must be received to the Village of Cass City, 6506 Main St., Cass City, MI 48726 on or before\_\_\_\_\_. All proposals will be held unopened, until the deadline. The proposals will then be forwarded to the Selection Committee for review. Proposals received after the deadline will not be accepted.
- 4. Right of Refusal.** The Village of Cass City reserves the right to reject all proposals, or any parts thereof. All proposals, plans and other documents submitted shall become the property of the Village of Cass City and responses to this RFP are considered public information and are subject to discovery under the FOIA Act.
- 5. Liability of Costs.** Respondents are responsible for their own expenses in preparing, delivering, or presenting a proposal and for any subsequent negotiations with the Village of Cass City.
- 6.** Each respondent must complete the Required Bid Form attached and include with RFP.
- 7.** Provide a schedule of fees for all relevant services described in the Scope of Services.
- 8.** Qualified firms are encouraged to send an email to [ccmanager@casscity.org](mailto:ccmanager@casscity.org) upon receipt of the RFP to indicate their intent to submit a proposal.

**EVALUATION CRITERIA:**

1. Specialized experience in the type of work to be performed, specifically including work in a municipality of similar size **(50 points)**
2. Qualifications of staff and experience **(40 points)**
3. Qualities of work samples **(20 points)**
4. Quality of proposed approach/work plan **(20 points)**
5. Familiarity with village and local community **(30 points)**
6. Availability and capability to perform the marketing services described in this RFP on an ongoing basis **(40 points)**
7. Interview (if conducted) (\_\_\_ points)

**MAXIMUM TOTAL POINTS \_\_\_\_\_(200)**

**ANTICIPATED SELECTION SCHEDULE**

- RFP Advertised \_\_\_\_\_
- Proposal Due Date (post marked by) \_\_\_\_\_
- Opening (with City Recorder) \_\_\_\_\_
- Selection Committee Evaluation \_\_\_\_\_
- Contract Selection \_\_\_\_\_
- Commencement/Completion of Project\_\_ 11-30-24\_\_\_\_\_

**PROPOSALS ARE DUE/POSTMARKED BY \_\_\_\_\_**

**PROPOSALS SHALL BE DELIVERED IN A SEALED PACKAGE CLEARLY LABELED “BRANDING RFP” AND SHALL BE ADDRESSED TO:**

Debbie Powell, Village Manager  
Village of Cass City  
6506 Main Street  
P.O. Box 123  
Cass City, MI 48726

**PROPOSALS DELIVERED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

Any questions regarding this request for proposal should be directed to Debbie Powell, Village Manager, who may be contacted by calling. (989) 872-2911 or emailing at [ccmanager@casscity.org](mailto:ccmanager@casscity.org).

**REQUIRED BID FORM-VILLAGE OF CASS CITY BRANDING RFP**

Firm Name: \_\_\_\_\_

Main Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Year Company Founded: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Estimated Length of Time for Project Completion: \_\_\_\_\_

References (municipality/community preferred if available)

1. \_\_\_\_\_ Phone: \_\_\_\_\_

Contact person: \_\_\_\_\_ Website: \_\_\_\_\_

2. \_\_\_\_\_ Phone: \_\_\_\_\_

Contact person: \_\_\_\_\_ Website: \_\_\_\_\_

3. \_\_\_\_\_ Phone: \_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_







Moving Forward Working Together

**TO:** Village President and Council  
**FROM:** Deboria L. Powell, Village Manager  
**DATE:** February 26, 2024  
**SUBJECT:** Approve proposal from Monchilov Sewer Service LLC.

Various areas of our sanitary sewer have issues of degradation due to old clay pipes and roots. Three problematic areas will be targeted in 2024.

**The following sections are to be lined:**

1100ft of Brooker St. Main St. to Third St.  
400 ft Maple St from Garfield-south  
380ft Sherman St. from Garfield-south

Cured in place pipe (CIPP) lining is a trenchless method of sewer rehabilitation. This process requires little to no digging, and it requires significantly less time to complete than other repair methods. CIPP involves inserting a flexible liner inside the existing pipeline, inflating the liner and exposing it to heat to dry and harden the resin inside. The liner essentially forms a smooth surface inside of the existing pipe, restoring it to near-new condition.

The sanitary sewer between 7<sup>th</sup> St and Division St., through an easement is difficult for our crew to perform any work on. This section of approximately 1300 linear feet needs to be inspected. All the sanitary sewer from the village flows through this section of main to the wastewater treatment plant. This will give us a good indication if there needs to be any future work to the area. Monchilov Sewer has provided the village with a proposal for a heavy clean and video of this section of the main.

Staff recommends the proposal from Monchilov Sewer Services LLC. to perform the CIPP lining along with cleaning and videoing; to be proactive on repairing some of our deteriorating sewers

Funds are available in account #590-003-970.

**MOTION: TO APPROVE THE QUOTE BY MONCHILOV SEWER SERVICE LLC. FOR THE CURED IN PLACE PIPE LINING FOR SECTIONS OF BROOKER, MAPLE, AND SHERMAN ST. ALONG WITH CLEANING AND VIDEOING THE SANITARY MAIN BETWEEN 7<sup>TH</sup> AND DIVISION ST. IN THE AMOUNT OF \$100,000.00**

This institution is an equal opportunity provider and employer.

6506 Main St., P.O. Box 123, Cass City, MI 48726 \* 989-872-2911 \* Fax 989-872-4855 \*  
TTY 989-872-4742 or e-mail: [casscity.org](mailto:casscity.org)





February 12, 2024

RJ Klauss

**Re:** Cass City Sanitary Sewer CIPP lining

Monchilov Sewer Service, LLC. (MSS) appreciates the opportunity to provide this submittal in response to Village of Cass City request for proposal. MSS has carefully reviewed the scope of work and has provided costs for this project.

**Scope of Work**

- Install 12 x 6mm CIPP on Brooker St
- Install 8 x 6mm CIPP on Maple St
- Install 8 x 6mm CIPP on Sherman St

**Cost Table**

Item	Description	Qty.	Unit Rate	Unit Price	Estimated Price
1.0	Install 8" x 6mm liner Sherman St	383	p/ft	\$42.00	\$16,086.00
2.0	Install 8" x 6mm liner Maple St	402	p/ft	\$42.00	\$16,884.00
3.0	Install 12" x 6mm liner	1,113	p/ft	\$52.00	\$57,876.00
				<b>Estimate Total</b>	<b>\$90,846.00</b>

- MSS will schedule the work after receipt of written authorization of this proposal and execution of a services agreement/contract.
- MSS will make every effort to complete this project in an efficient and timely manner but cannot be responsible for delays due to design changes, excessive equipment delivery times, weather, and unforeseen site conditions.
- MSS estimates this work will take approximately 3 day to complete field work.



**Exclusions**

- Bonds
- Excavation of any kind
- Clearing and grubbing
- Permits and permit fees
- Offroad access to work site
- Water hydrant meter fees and water usage
- Debris dumpsite
- Traffic control
- Restoration of disturbed areas
- Proposal is contingent on pipe description provided by customer. If unknown obstructions are encountered causing loss of MSS equipment, customer will be responsible for all cost associated with our equipment retrieval and repairs.
- Contractor is not liable for existing host pipe conditions or ground conditions that may cause further damage during liner installation process. Such detriment will be the responsibility of the asset owner. Contractor will utilize industry standard best practices in good faith to rehabilitate the questionable pipe segments at owners direction.
- Proposal firm for 30 days and subject to changes in material cost and marker fluctuations
- Full payment shall be due net 30 days

Thank you for the opportunity to provide a proposal for the referenced project. Monchilov Sewer Service looks forward to working with the Village of Cass City on this and future projects. If you choose to accept this proposal or if you have any questions, please do not hesitate to contact me at (989)488-0453.

Sincerely,

Monchilov Sewer Service  
Donnie Englehart  
Operations Manager

Authorized Signature Accepting this Proposal to Begin Work as Outlined in this Proposal.

---

Signature

Title

Date



February 12, 2024

RJ Klauss

**Re:** Clean and Video Easement between 7<sup>th</sup> St and Division St

Monchilov Sewer Service, LLC. (MSS) appreciates the opportunity to provide this submittal in response to Village of Cass City request for proposal. MSS has carefully reviewed the scope of work and has provided costs for this project.

**Scope of Work**

Heavy Clean and Video approximately 1300lf of sanitary line between 7<sup>th</sup> St and Division St.

**Cost Table**

Item	Description	Qty.	Unit Rate	Unit Price	Estimated Price
1.0	Heavy Clean Easement south of 7 <sup>th</sup> St	1300	p/ft	\$6.00	\$7,800.00
				<b>Estimate Total</b>	<b>\$7,800.00</b>

- MSS will schedule the work after receipt of written authorization of this proposal and execution of a services agreement/contract.
- MSS will make every effort to complete this project in an efficient and timely manner but cannot be responsible for delays due to design changes, excessive equipment delivery times, weather, and unforeseen site conditions.
- MSS estimates this work will take approximately 3 day to complete field work.



**Exclusions**

- Bonds
- Excavation of any kind
- Clearing and grubbing
- Permits and permit fees
- Offroad access to work site
- Water hydrant meter fees and water usage
- Debris dumpsite
- Traffic control
- Restoration of disturbed areas
- Proposal is contingent on pipe description provided by customer. If unknown obstructions are encountered causing loss of MSS equipment, customer will be responsible for all cost associated with our equipment retrieval and repairs.
- Contractor is not liable for existing host pipe conditions or ground conditions that may cause further damage during liner installation process. Such detriment will be the responsibility of the asset owner. Contractor will utilize industry standard best practices in good faith to rehabilitate the questionable pipe segments at owners direction.
- Proposal firm for 30 days and subject to changes in material cost and marker fluctuations
- Full payment shall be due net 30 days

Thank you for the opportunity to provide a proposal for the referenced project. Monchilov Sewer Service looks forward to working with the Village of Cass City on this and future projects. If you choose to accept this proposal or if you have any questions, please do not hesitate to contact me at (989)488-0453.

Sincerely,

Monchilov Sewer Service  
Donnie Englehart  
Operations Manager

Authorized Signature Accepting this Proposal to Begin Work as Outlined in this Proposal.

---

Signature

Title

Date



**TO:** Village President and Council

**FROM:** Debbie Powell, Village Manager

**DATE:** February 26, 2024

**SUBJECT:** Approve Proposal from Spicer Group to Provide Professional Engineering Services for Water Main Improvements

The Village of Cass City is proposing to construct a new water main in the alley north of Main Street (M81) between Seeger Street and West Street. The new water main would also include replacing existing lead water services to the businesses along the route with new water service to the meters in the basements of the buildings. The replacement of lead service lines is a requirement of the Michigan Lead and Copper Rule.

**MOTION: Approve Proposal from Spicer Group to Provide Professional Engineering Services for Alley Improvements in the amount of \$6,000 with a 10% contingency for preliminary engineering design, from the water account # 591-003-800.**





February 9, 2024

Debbie Powell  
Village of Cass City  
6506 Main Street  
Cass City, MI 48726

RE: Alley Improvements  
Village of Cass City

Debbie:

We look forward to the opportunity to work with the Village on the Alley Improvements. The following is our proposed scope and fee to provide professional services to your project.

### **Project Background**

The Village of Cass City is proposing to construct a new water main on the Alley north of Main Street (M-81) between Seeger Street and West Street. The new water main would also include replacing existing lead water services to the business along the route with new 1" pex water service to the meters in the basements of the buildings.

The other improvements to the Alley would include:

1. Restoration of the Alley with an all-season pavement cross section and improved storm drainage
2. The existing water main on Main Street between Seeger Street and West Street would be abandoned and the existing hydrant would be removed.
3. The condition of the existing pavement and parking area just south of the 33' alley is in very poor condition and needs to be addressed.

### **Scope of Professional Services**

Spicer Group's scope of professional services for this project follows:

1. During the Preliminary Engineering phase, we will:
  - Submit a Miss Dig Ticket to verify utility locations.
  - Take six (6) core samples of the Alley pavement to determine the existing materials and depth of the existing roadway. Knowing the existing material thickness will help us to determine what the proposed street cross section should be.
  - We discussed that the proposed pavement cross section needs to be an all-season design similar to what was constructed at the Industrial Park.
  - Develop a preliminary estimate of cost for the project.
  - Submit the preliminary estimate of cost to the Village for review and discussion.
2. During the Final Design phase, we will:
  - Perform a topographic survey of the area to gather the information necessary to design the project.

- Design the water main plan sheets in accordance with the City, local, and state requirements.
- Prepare contract-bidding documents including specifications.
- Submit plans and specifications for your review and comment.
- Submit plans to the local utility companies for review and coordination of future utilities.
- Prepare the permit and submit with plans to the Michigan Department of Environment, Great Lakes and Energy for review and issuance of the Act 399 permit.
- Prepare the construction bid advertisement for placement in the local newspaper and/or our website [www.spicergroup.com](http://www.spicergroup.com).
- Make plans and specifications available to the interested Contractors on our website [www.spicergroup.com](http://www.spicergroup.com).
- Answer questions to the Contractors preparing their bids.
- Prepare any necessary Addenda.
- Open bids with you.

3. During the Construction Administration Phase, we will:

- Research the qualifications and background of the low bidder if the Village or we are not familiar with them.
- Prepare the tabulation of bids and prepare a letter of recommendation of award of the construction contract to you.
- Prepare the Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Provide construction staking necessary to construct the project.
- Provide general oversight of the project, monitoring progress and quality, reviewing any necessary shop drawings, preparing progress payments for your approval, and representing the Village on the site.
- Schedule and host the preconstruction meeting.
- Provide daily on-site inspection to oversee the work, when necessary, to verify the work is completed in conformance with the plans and specifications.
- Provide construction materials testing, such as driveway and road restoration, to ensure materials used during construction are as specified.
- Prepare any necessary Change Orders and Progress Payments.
- Prepare the punch list.
- Close out the construction project.
- Revise the plans to reflect the revisions made during the construction and furnish a set to the Village. We will provide both a hard copy and electronic .pdf file of the as-built plans.

**Additional Services**

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

**Fee Schedule**

We will bill you hourly based upon our effort completed during the billing period. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

1. Preliminary Design:
  - Standard hourly rates with the amount estimated to be \$6,000.00
2. Final Design:
  - Standard hourly rates with the amount estimated to be determined after Preliminary Design
3. Construction Administration:
  - Standard hourly rates with the amount estimated to be determined after a Contractor is selected.

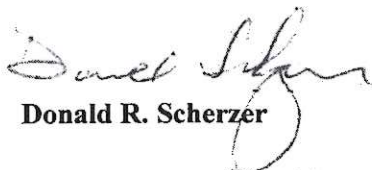
We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

Attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us.

If the proposal meets your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



**Donald R. Scherzer**



**Steven Rutkowski, P.E.**  
Project Manager

**SPICER GROUP, INC**  
230 S. Washington Avenue  
Saginaw, MI 48607  
Phone: (989) 754-4717  
email to: [steverutkowski@spicergroup.com](mailto:steverutkowski@spicergroup.com)

cc: SGI File 136002SG2024  
KAJ, Acctg

---

Above proposal accepted and approved  
by Owner.

**VILLAGE OF CASS CITY**

By: \_\_\_\_\_  
Authorized Signature

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

Q:\Proj2024\136002SG2024 - Cass City Alley, Water Main, Storm  
Sewer and Pavement Improvements\0\_Proposal\Letter  
Agreement\20240206\_ltragr\_cass city.docx

## GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

### SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

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

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

## SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

**2.7 Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

**2.8 Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

### SECTION 3

**3.1 Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

**3.2 Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

**3.3 Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a minimum reserve in the amount of not less than 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

**3.4 Permits and Approvals.** The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Services of this Agreement.

**3.5 Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The PROFESSIONAL and its personnel have no authority to exercise

any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL, and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

**3.6 Construction Observation.** The PROFESSIONAL shall visit the site, if authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work, but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

**3.8 Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

**3.9 Construction Layout.** If requested by the Owner, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL. The cost for resetting the stakes be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL if Owner elects to do so, the Owner may look to the Contractor to pay the additional expense for restaking.

**3.10 Right of Entry.** OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

**3.11 Buried Utilities.** OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.







**TO:** Village President and Council

**FROM:** Debbie Powell, Village Manager

**DATE:** February 26, 2024

**SUBJECT:** Approve Placement of “Customer Only Parking” Signs in the Alley Behind the Businesses Between Leach and Seeger.

At the Cass City Downtown Development Authority meeting on February 13, parking was discussed. Several businesses have concerns regarding parking for their customers in the downtown area due to the lack of parking spaces. Some of the complaints received included tenants using parking spaces that are needed for business customers.

A motion was made to recommend to the Village Council the placement of three “Customer Only Parking” signs in the alley behind the businesses between Leach and Seeger Streets.

The Village has a budget for signs in the amount of \$7,633 for 2024, which would be charged for the signs and installation.

**MOTION: Approve placement of three “Customer Only Parking” signs in the alley behind the businesses between Leach and Seeger.**



**Cass City Downtown Development Authority**  
**Minutes**  
**February 13, 2024**

The Meeting was brought to order at 1:30 pm by Chair Weiler

BOARD MEMBERS PRESENT: Christine Anthony, Eric Brown, Misty DeLong, Tyler Erla, Andrew Klco, Amy Peters, David Weiler, Village President Robert Piaskowski

ABSENT: Jon Ligrow, Cass City Chamber Administrator

VILLAGE STAFF PRESENT: Village Manager Debbie Powell, Director of Community Development Melanie Radabaugh, Administrative Assistant Linda Miller

Letter of Resignation from Geraldine Prieskorn was received for the file.

Snow Plowing of Sidewalk and De-icer Treatment: Blaine de Beaubien discussed the timing and process he follows for snow plowing the sidewalks. Blaine checks the snowfall depth in three different places in town. When the snow is one inch in these different locations, he starts plowing. His goal is to be finished by 3:00 am so that he does not interfere with the Village DPW plowing the Main Street. He applies brine or salt for ice events as late as 6:00 am. Depending on the timing of a snow event, a special request may be needed. It was suggested a letter to the businesses would be helpful, so they are aware of the timing and process.

**Motion to approve the minutes from the January 9, 2024, meeting by Peters and supported by Brown. Motion Carried.**

No comments during Citizen Comments.

**Motion to approve the January 31, 2024, Financial Report was made by Brown and supported by Erla. Motion Carried.**

Tuscola County DDA Report: Village Manager mentioned Steve Erickson's replacement will involve a collaboration with MSU. The replacement will be an employee of MSU and the plan is to have a replacement by April. The grant for the Cultural Center was sent to the State Land Bank and there is some pushback from the State Land Bank regarding the asbestos and mold issues. Steve Erickson is working with SME on these stabilization issues and the grant will be resubmitted. The Village Attorney needs to have the grant approved before a lease agreement may be completed with the Cass City Cultural Historical Center and Museum. Once the grant is approved, the lease will be put together.

Chamber of Commerce Report: No report.

Spring Banners: The Spring Banners have been received and will be put up in the Springtime.

Christmas Snowflake Decorations: Six new Presidential Snowflake Lights were purchased.

Lease Agreement between Cass City DDA & The Cass City Cultural Historical Center and Museum:  
The Village Attorney needs the grant approved before a lease may be completed.

**Motion to table the Lease Agreement until after the Grant is approved by the State Land Bank by Anthony and supported by DeLong. Motion Carried.**

Leach Street Property: January 2023 Village Manager Powell received a quote to tear down the Leach Street house and fill in the hole. Manager Powell will get updated bids on this demolition project.

Parking Availability: Several businesses have issues with parking for their customers in the downtown area due to the lack of parking spaces and some tenants using parking spaces that are needed for their customers.

**\* [ Motion to recommend to the Village Council the placement of three customer only parking signs be placed in the alley behind the businesses between Leach and Seeger by DeLong and supported by Anthony. Motion carried. ]**

By consensus, the meeting was adjourned at 2:31 pm.

Respectfully Submitted,

*Linda W. Miller*  
Administrative Assistant



*Moving Forward Working Together*

**TO:** Village President and Council

**FROM:** Debbie Powell, Village Manager

**DATE:** February 26, 2024

**SUBJECT:** Approve Notice to Proceed for Fishbeck's next phase of Final Design and Permitting of the Wastewater Treatment Plant improvements in the amount of \$ 610,000

The Village Council approved the professional services agreement with Fishbeck for engineering services for our Wastewater Treatment Plant at their August 28, 2023 meeting. The agreement was conditional upon a Notice to Proceed for each phase requiring approval of the Village Council.

Fishbeck has completed the preliminary design for the Wastewater Treatment Plant improvements. A zoom meeting was held on February 9<sup>th</sup> to give an update on the progress.

A notice to proceed and Village Council approval will be required before Fishbeck starts work on the next phase of the project, which is the Final Design and Permitting Phase. Staff recommends approving the Notice to Proceed to the final design and permitting phase of the engineering services contract with Fishbeck for our Wastewater Treatment Plant Project.

**MOTION:** Approve Notice to Proceed for Fishbeck's next phase of Final Design and Permitting of the Wastewater Treatment Plant improvements in the amount of \$ 610,000.





*Moving Forward Working Together*

**TO:** Village President and Council  
**FROM:** Debbie Powell, Village Manager  
**DATE:** August 28, 2023  
**SUBJECT:** Approve Professional Services Agreement with Fishbeck for Engineering Services for our Wastewater Treatment Plant

A Professional Services Agreement is required by the USDA for our Wastewater Treatment Plant Project and potential bond.

Fishbeck agrees to perform engineering services necessary as outlined in the Agreement Between Owner and Engineer for Professional Services. The full agreement has previously been provided via e-mail to the Village Council. The full agreement will be included in the scanned council packet for the August 28, 2023, meeting posted to our website. A copy of the agreement is available for viewing at the Municipal Building also.

The Village Attorney has reviewed the document. The contract terms are standard and do not contain any unfair or illegal provisions. They have no recommended revisions or additions. The Attorney has approved the contract in its form and advises the Village to approve the scope of work and price.

The responsibilities of Fishbeck and the Village are outlined in the Professional Services Agreement Exhibits and Appendices. There are five (5) phases of engineering work. Fishbeck will provide:

Preliminary Design at a cost of \$280,000  
Final Design and Permitting at a cost of \$610,000  
Bidding/Negotiating Phase at a cost of \$20,000  
Construction Phase Engineering at a cost of \$460,000  
Post-Construction Phase Engineering at a cost of \$30,000  
Resident Project Representative at a cost of \$250,000

The total compensation for Fishbeck's services is estimated to be \$1,650,000. The Village will be applying our \$238,000 ARPA allocation to pay for some of these fees. The Village petitioned Tuscola County for \$250,000 of the County ARPA allocation to fund the WWTP engineering costs. The remainder of the fees will be paid from USDA funds.



Fishbeck PSA  
Page 2  
August 28, 2023

A notice to proceed and Village Council approval will be required before Fishbeck starts work on the next phase of the project. Fishbeck and the Village both agree to this requirement as it will limit our financial risk and exposure.

The timeline for the Wastewater Treatment Plant Project is:

Preliminary Design:	September 2023 through December 2023
Design Services:	September 2023 through May 2024
Bidding Services:	June 2024
Construction Services:	August 2024 through August 2026

Staff recommends the Fishbeck professional services agreement for engineering services for our Wastewater Treatment Plant Project

**MOTION #1: To Approve Agreement with Fishbeck for engineering services for the Wastewater Treatment Plant Project, in the amount of \$1,650,000.**

**MOTION #2: To Authorize Village Manager, Deboria Powell and Village President, Robert Piaskowski to sign all agreements associated with Fishbeck engineering services and amendments for the Wastewater Treatment Plant Project.**



**Cass City Downtown Development Authority  
Minutes  
January 9, 2024**

The Meeting was brought to order at 1:30 pm by Chair Weiler

BOARD MEMBERS PRESENT: Christine Anthony, Eric Brown, Jon Ligrow, Amy Peters, Geraldine Prieskorn, David Weiler, Village President Robert Piaskowski, TEDC Representative Steve Erickson

ABSENT: Tyler Erla, Cass City Chamber Administrator Ashley Phillips

VILLAGE STAFF PRESENT: Village Manager Debbie Powell, Director of Community Development Melanie Radabaugh, Administrative Assistant Linda Miller

**Motion to approve the minutes from the November 14, 2023, meeting by Prieskorn and supported by Brown. Motion Carried.**

No comments during Citizen Comments.

**Motion to approve the December 31, 2023, Financial Report was made by Brown and supported by Peters. Motion Carried.**

Tuscola County DDA Report: Steve Erickson presented a Stabilization Proposal for the Cass City Cultural Center for the Tuscola County Land Bank Authority and State Land Bank Authority. This document outlines the blight elimination plan budget and project timeline. This will be presented to the Tuscola County Land Bank next Tuesday, January 16<sup>th</sup> for their approval. Once this is approved, the work will begin, and the non-profit group will start their fundraising.

**Motion to approve the Cass City Cultural Center Stabilization Proposal was made by Piaskowski and supported by Ligrow. Motion Carried.**

**Motion to authorize Debbie Powell to sign documents on behalf of the DDA for this Cultural Center Stabilization project was made by Brown and supported by Peters. Motion Carried.**

Chamber of Commerce Report: No report but it was mentioned the Annual Chamber Dinner is scheduled for April 12<sup>th</sup>.

**Motion to accept with regrets the resignation of Geraldine Prieskorn was made by Weiler and supported by Piaskowski. Motion Carried.**

**Motion to approve the appointments of Misty DeLong and Andrew Klco for the two vacancies on the DDA board be forwarded to the Village Council for their approval, was made by Brown and supported by Anthony. Motion carried.**

Downtown Spring Banners: Manager Powell had a print of sample banners for the DDA members to look over and suggest their preferred choices for the new order. Last year banners with pictures of the senior students were put up but this will not be done again due to the added labor costs involved with keeping the banners in place.

Christmas Lighting: The Christmas lights in the Downtown area are failing. These Presidential Snowflakes are on sale until the end of January. Village Manager Powell was wondering if the DDA would chip in for half of the cost (\$1,728.00) to replace six of the snowflakes.

**Motion by Peters and supported by Brown for the DDA to cover the cost of \$1,728.00 to help replace six of the lighted snowflakes. Motion Carried.**

Manager Powell mentioned an agreement with the non-profit group for the Cultural Center should be drawn up clarifying responsibilities for each party. After some discussion, Steve Erickson volunteered to work with the members of the non-profit group to create a document outlining each party's responsibilities and expectations and bring this to next month's meeting.

By consensus, the meeting was adjourned at 2:17 p.m.

Respectfully Submitted,  
*Linda W. Miller*  
Administrative Assistant

**Cass City Economic Development Corporation (EDC)**  
**Minutes**  
**January 9, 2024**

The Meeting was brought to order at 2:17 pm by Chair Weiler

BOARD MEMBERS PRESENT: Christine Anthony, Eric Brown, Jon Ligrow, Amy Peters, Geraldine Prieskorn, David Weiler, Village President Robert Piaskowski and TEDC Representative Steve Erickson

ABSENT: Tyler Erla, Cass City Chamber Administrator Ashley Phillips

VILLAGE STAFF PRESENT: Village Manager Debbie Powell, Director of Community Development Melanie Radabaugh, Administrative Assistant Linda Miller

**Motion to approve the minutes from the November 14, 2023, meeting by Peters and supported by Ligrow. Motion Carried.**

No comments during Citizen Comments.

**Motion to approve the December 31, 2023, Financial Report was made by Brown and Supported by Peters. Motion carried.**

Tuscola County EDC Report: TEDC Representative Steve Erickson mentioned there is lots of agricultural activity in Tuscola County, which is great news for the community. Congratulations to Debbie Powell as she is now the Chair of the Tuscola EDC and she will work with MSU to find a replacement for Steve Erickson.

**Motion to accept with regrets the resignation of Geraldine Prieskorn was made by Brown and supported by Peters.**

**Motion to approve the appointment of Misty DeLong and Andrew Klco for the two vacancies on the EDC board be forwarded to the Village Council for their approval, was made by Brown and supported by Piaskowski. Motion carried.**

Manager Powell had a document presented to her this morning by Tracey Moore signed by the previous Village Manager, Peter Cristiano, saying the EDC would reimburse the property owner for \$5,000 for electrical power installation to the property if this was completed within ten years. After much discussion, it was decided that Powell should contact the Village Attorney to assess the agreement, due to the fact this parcel number is outside of the village limits.

By consensus, the meeting was adjourned at 2:34 pm.

Respectfully submitted,

*Linda W. Miller*  
Administrative Assistant



Cass City Planning Commission Meeting  
Minutes of January 17, 2024

PRESENT: Gary Barnes, Barbara Kirn, Colleen Langenburg, Joe Leeson, Dallas Rabideau, Heather Severance, Erik Tamlyn, Village President Robert Piaskowski

Village Staff Present: Village Manager Debbie Powell, Administrative Assistant Linda Miller

Excused: Eric Oslund

Meeting was called to order at 7:00 pm by Leeson.

**Motion by Tamlyn, supported by Langenburg, to approve the minutes of the November 29, 2023 Meeting. Motion carried.**

There were no comments during Citizens Comments.

The Ad Hoc Committee reported on their proposed amendments to Ordinance# 164, Permitted Uses for first floor residential use in Community Business Districts. Discussion involved front and rear egress, rear trash and storage for residential use, office/business frontage, and separate, non-public entrance in the front of the building.

By consensus, the Planning Commission recommended that a draft ordinance be presented at the next meeting with the following amendments (in bold type):

“Sec. 46-294 Principal uses permitted subject to special conditions.

(3)Residential Occupancy of First (ground) Floor:

The first (ground) floor of a building may be used for residential, one family occupancy, providing the following conditions are met:

- A) Each first floor dwelling unit shall have a **separate, non-public front egress, with an secondary egress in the rear of the building.**
- B) Exterior design and façade materials of the new or redeveloped residential building shall complement or be comparable to the façade plan of surrounding residential/commercial structures.”
- C) **Commercial/Business Space shall be located in the front of the building.**
- D) **Living Units shall be located in the rear of the building, with main egress to be in the rear of the building.**
- E) **Living Space shall not exceed 50% of total building space.**

**New Business: Ordinance on Storage Containers**

An Ad Hoc Committee was created to research similar communities on timeline policy for Storage Pod Units, during construction periods, temporary storage periods, and variances for unusual storage periods. Policy for fines, and amounts of fines need to be researched to discourage lengthy storage periods. Though not in attendance, Eric Oslund has earlier requested to be a member of this committee. A report of findings shall be presented at the February 2024 meeting.

Professional Development

Village Manager Powell gave a brief overview of the training workshop held January 10, 2024 on "13 Ways to Kill Your Community". Those in attendance gave positive feedback on the session.

Michigan Association of Planning is offering Planning and Zoning Training Workshops, and members are encouraged to attend. Registration can be done by Municipal Staff for any Planning Commission member.

The next scheduled Planning Commission Meeting shall be Wednesday, February 21, 2024, at 7:00 pm.

**Motion to adjourn the meeting at 7:48 pm was made by Tamlyn and supported by Piaskowski. Motion Carried.**

Respectfully submitted,

*Nanette Walsh*  
Village Clerk/Treasurer



TO: Village Council  
FROM: Debbie Powell, Village Manager  
DATE: February 26, 2024  
RE: February 2024 Manager's Report

It has been a busy month for activity with daily operations and personnel matters. Negotiations were held with the Police Officers Labor Council (POLC) this month. The Village Council agenda for February 26 does include another closed session. POLC negotiations are scheduled again for 8:00 am on Tuesday, February 27, 2024.

Rehman, our consultant, has finished our Wage and Benefit study, which was previously distributed to the Village Council and Department Heads. Staff have been reviewing the data.

Personnel policies for leaves of absence and worker's compensation are being created and will be forthcoming on a future agenda for council approval.

### **Tuscola County EDC**

As the newly elected Chair of the Tuscola County EDC, I have been working with MSU Extension on the hiring of a new Executive Director. The first deadline of February 22 has passed with a limited candidate pool. MSU will repost the position, with modifications to the educational requirement of a master's degree, for an additional two weeks in the hope of receiving more applications. On occasion, there is a need for Village staff to assist with EDC daily operations until a new Executive Director is hired.

### **Cass City Cultural Center**

The Tuscola County EDC and Tuscola County Land Bank prepared a Stabilization Grant application for the Cultural Center to make repairs to the exterior masonry, roof, and entrances, and remediate hazardous materials inside the building in the amount of \$500,000. The application requires an amendment as the State Land Bank will not approve the interior

environmental remediation. The Tuscola County EDC is working with their contractor SME to amend the application. The Tuscola County Land Bank has been meeting regularly concerning this Cass City Project and is willing to work with Cass City to obtain the grant as soon as they get approved and are assured of being reimbursed for the project costs.

The Downtown Development Authority remains the owner of the Cultural Center. There is a non-profit group called Cass City Museum and Cultural Center who is committed to fundraising for the interior repairs and updates to re-open the building as a museum and arts center.

### **Downtown Development Authority & Parking**

As you know, one of the strategic planning goals for 2024 in the Village is to research diagonal parking in the downtown area to increase parking. The DDA discussed recent concerns about limited parking in the downtown business district and a solution. The DDA is seeking information on a loan to consolidate debt, pay for the demolition of the DDA house at Leach and Pine, and hire a contractor to crush and place the Village's millings from prior street work in that municipal parking lot to increase parking. I will keep you updated on this endeavor.

### **Forestry Plan**

On February 5, Melandie Radabaugh, RJ Klaus, and I met with Lawrence Sobson (Urban & Community Forester/Partnership Coordinator) for the State DNR office concerning the downtown M-81 corridor trees and a forestry management plan. We viewed some of the trees on M-81 and he recommended that the trees be replaced with a variety of short trees available on the DNR website. The best practice is to use three different trees in case of disease, you do not lose all your trees at once. The trees could be removed by the DPW department and only one area of sidewalk removed. We did ask about trees in pots and found out that they are a very costly option as they last only about 3 years before they must be replaced. It was a very productive meeting, and more information will come regarding tree replacement and our new Forestry Management Plan.

As February comes to a close, I look forward to March because I will be off Monday through Thursday, March 4-7, 2024. Police Chief Jim Freeman will be Interim Village Manager. Please contact him should you need assistance.

\*\*\*





Moving Forward Working Together

Office of the Clerk/Treasurer  
February 2024

### 2024 Elections

#### **The Michigan Presidential Primary is this Tuesday, February 27, 2024!**

Do not miss this opportunity to vote! Several school and county ballot proposals will also be decided in this election.

Just a reminder, on November 5, 2024, Village residents will have the opportunity to elect and/or re-elect its Village President (a two-year term), three 4-year trustee positions and a 2-year trustee position.

Current Council members with expiring terms and the public are invited to file an Affidavit of Identity and a nonpartisan nominating petition to place their name on the November 2024 ballot as a candidate for Cass City Village Council.

**These forms are now available at the Cass City Municipal Building, Elkland Township Clerk or County Clerk's Office.**

Deadline for **placing a candidate's name on the November 2024 ballot** is Tuesday, July 23, 2024, 4:00 pm to the Elkland Township Clerk or the Tuscola County Clerk.

Please mark your calendars with these important dates.

### Investments

During January and February 2024, the Village of Cass City Budget and Finance Committee and staff discussed its investment strategy, cash flow needs, and future investments. Current investments have allowed the Village to begin its 2024 Capital Improvements early, by aggressively monitoring cash flows and anticipating investment maturities, more than we have in prior years.

### Training:

On February 22, 2024, I participated in the Michigan Department of Treasury, Local Audit and Finance Division webinar on the Draft Uniform Budget Manual, (expected to be adopted in June 2024), Numbered Letters Update (Letters of Financial Instructions from the State of Michigan), Deficient Elimination Process and Treasury's Focus on Budget Amendments in Local Government. This webinar was extremely helpful in providing access to several adopted manuals pertinent to local government procedures mandated by State of Michigan laws.



Mentoring Opportunities:

Due to a wave retiring local government financial officials in the area, and throughout Michigan, a need for mentors is strong, and I have been approached to be available to mentor and answer questions. This is an excellent opportunity to share Cass City's strategies and procedures, and share a little wisdom gained from many trainings and encouraged professional certifications.

Nanette Walsh, Clerk/Treasurer

**Village of Cass City**  
**Recent History of Council Members**  
 As of February 26, 2024

After November 2022 Election	Position	Post Election Status	Term Ending	Resigned Date	Replaced By	Appointment Date	2024 Current Council	New Term Date	Eligible for Re-Election
Daniel Delamarter	President	Elected	Nov-24	6/21/2023	Robert Plaskowski	6/26/2023	Robert Plaskowski	Nov-24	Yes
Kewen Dorland	Trustee	Elected	Nov-26				Kewen Dorland	Nov-26	N/A
Bill Hartzell	Trustee	1/2 Way through Term	Nov-24				Bill Hartzell	Nov-24	Yes
Tom Herron	Trustee	1/2 Way through Term	Nov-24	8/28/2023	Dustin Griesing	8/28/2023	Dustin Griesing	Nov-24	Yes
Michael Kirn	Trustee	1/2 Way through Term	Nov-24				Michael Kirn	Nov-24	Yes
Joe Leeson	Trustee	Elected	Nov-26				Joe Leeson	Nov-26	N/A
Robert Plaskowski	Trustee	Elected	Nov-26	6/26/2023	Jeffrey Benkelman	6/26/2023	Jeffrey Benkelman	Nov-24	Yes

**Available Positions via November Elections**

2024 Current Council	New Term Date
President - 2 years	Nov-26
Trustee 1 - 4 years	Nov-28
Trustee 2 - 4 years	Nov-28
Trustee 3 - 4 years	Nov-28
Trustee 1 - 2 years*	Nov-26

\* Complete 4 year Trustee Term originally held by "Trustee" Robert Plaskowski, elected Nov 2022.



**VILLAGE OF CASS CITY**  
**DEPARTMENT OF UTILITIES**  
**VILLAGE COUNCIL SUMMARY REPORT**  
**FEBRUARY 2024**

The following is a summary report for the activities that took place at the Wastewater Treatment Plant and Department of Public Works for the past month.

**WASTEWATER TREATMENT PLANT**

The Wastewater Treatment Plant Staff continue to work on items scheduled from the Preventative Maintenance Program.

Additional items that were completed:

- All three lift stations have been checked for routine maintenance. North liftstation controller work by Kennedy Industries has been completed.
- We have completed our monthly Selenium, chloride, and sulfate testing, and the data has been sent to the state.
- Completed quarterly Mercury sampling
- The crew has continued to do general/routine maintenance around the plant.
- Crew cleaned and beginning to put East RBC train into service, this will be in until onsite construction begins.
- Lab continuing water testing.
- Working with engineers on plant preliminary design.
- We were issued a new permit for the plant. Begin to test new parameters.

**There were no violation of our NPDES permit for the month of December.**

The average flows treated were:        269,000 gals/day for January 2024  
   198,000 gals/day for January 2023

DEPARTMENT OF UTILITIES

VILLAGE COUNCIL SUMMARY REPORT PAGE 2

DEPARTMENT OF PUBLIC WORKS

WATER DEPARTMENT

- **The Bacti samples and Arsenic samples were completed, and Water Reports filed as required by the MDEQ.**
- Al checked on high water bills
- Al/Kevin did miss digs for the month
- Working on LCR inventories.
- Crew repair two water shutoffs
  - 4594 Oak St
  - 6430 Chestnut Blvd
- **The month of December 2023: The wells pumped 8.602 million gallons of water**
- **The average daily pumpage for January 2024: 260,000 gallons**
- **The average daily pumpage for January 2023: 263,000 gallons**

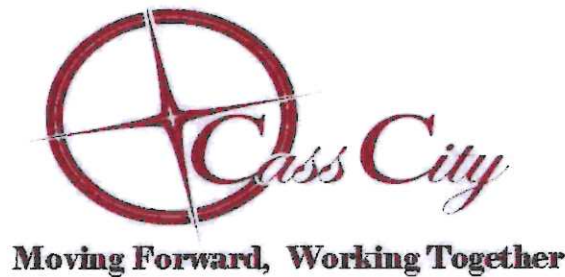
PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- I have been working on receiving quotes for replacement of the 1998 Ford blade truck with a salt spreader. Also, seeking quotes to replace 2004 pickup truck.
- Plowing and salting of streets
- Prepared bid sheets for Church and Sherman St to be milled with new asphalt overlay. Also, prepared bid sheets for Huron St chip and seal with micro-surface. Bids will be due by 2pm March 21, 2024. With bid opening at 2:05pm March 21, 2024.
- Prepared bid sheets for Huron St
- Crew cut down trees
  - 2 Municipal Parking lot Seeger/Church
  - 4312 Oak St.
  - 6618 Seed St.

Submitted by,

RJ Klaus

Director of Public Utilities



### **COMMUNITY DEVELOPMENT SUMMARY FEBRUARY 2024**

- Marketed MEDC “*Optimize Main Street*” grant; received 11 applicants and (2) winners of a \$2500 technology-based grant were awarded (Gilligan’s & Cass Theater).
- Researched and drafted RFP for Marketing & Branding of Cass City for council approval.
- Met with DNR representative to discuss Street Forestry Management Program.
- Scheduled meeting in March with new Huron Co EDC Director to discuss Thumb Childcare Coalition.
- Participated in CEDAM webinar “*Community Planning*”.
- Continued participation in community economic engagement through various monthly meetings; L.E.A.D. Tuscola, Cass City Chamber.
- Continued retention and engagement visits with local businesses.
- Participated in webinar on “*Safe Routes to School*” grant and coordinated meeting with school representatives in March to discuss potential sidewalk installations in key foot traffic areas.
- Shared opportunities with local businesses on the Eastern Michigan Small Business network, “*Business Cohorts*” programming.

### **PARKS & RECREATION SUMMARY FEBRUARY 2024**

- “*Winter Bliss*” village event scheduled for Feb 24, 2024 (cancelled, lack of snow).
- Grants written and delivered to TCCF & FYI for new robotic pool vacuum.
- Developed Day Camp 2024 Handbook draft (consolidation of forms, etc.)
- Continued supervision of staff on Winter projects as outlined.
- Millings placed on the drive from the sled hill to the day camp building to improve road.
- Met with representatives from Tuscola ISD to discuss potential *Fitness Court* grant for the park. Discussion will continue next month to explore this opportunity.
- Participated in webinar on DNR grants; discussed with P&R committee and will explore this fall for potential 2025 items already identified in the CIP.
- Conducted monthly P&R meeting on 2.13.24.

Submitted By: Melanie Radabaugh  
Director of Community Development, Parks, and Recreation





# Cass City Police Department

6506 Main Street

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February 22, 2024

## Police Activity Report for February 2024

Calls for service in February 2024 (101 *complaints*) have *decreased* from January (146 *complaints*). It should be noted that the *monthly comparison* is 21 days to 31 days.

Calls for service have increased in 2024 (247 *complaints*) from the same reporting period in 2023 (239 *complaints*).

The department was able to purchase 3 new Glock 22 .40 handguns for a total cost of \$219.60 by trading in 3 department owned Sig Sauer 9mm handguns. The Sig Sauers were over 20 years old and were no longer being used by officers. The new Glocks will be put into service when officers qualify with them this spring.

## Comparing the same reporting period in 2024 to 2023

- Assaults have *increased*.
- Burglary has *remained the same*.
- Larceny has *decreased*.
- Damage to Property has *decreased*.
- Fraud has *decreased*.
- Traffic Crashes have *remained the same*.
- Traffic and Parking Violations have *decreased*.
- Family Offense-Other and Family-Child Abuse/Neglect have *decreased*.

## **Code/Ordinance Enforcement**

*The statistics/numbers below for 2024 DO NOT include open code violations from previous years.*

- 10 properties with *Blight/Rubbish* violations.
- 24 *Vacant Properties*. We are continually updating and registering properties.
- 9 *Animal Complaints*.
- 0 *Golf Carts/ORV/ATV* traffic stops for non-compliance of ordinance.
- 23 *Inoperable Vehicle Ordinance* violations.
- 1 *Recreational Vehicle Storage* violations.
- 0 properties in violation of the *Grass/Weed Ordinance*.

## **Meetings**

- Chief Freeman & Sgt Pierce – Village Council
- Chief Freeman & Sgt Pierce – Personnel & Public Safety
- Chief Freeman – Committee of the Whole
- Chief Freeman – Tuscola County Chief's
- Chief Freeman & Sgt Pierce – POLC Negotiations
- Sgt Pierce – Child Advocacy Center of Tuscola County Board
- Sgt Pierce – LEAD Tuscola
- Sgt Pierce – Midwest Gang Investigators Association

## **Training**

Chief Freeman & Sgt Pierce – Michigan Association of Chief's of Police. Highlights:

- TOPGUN Leadership Lessons
- Emotional Intelligence for Law Enforcement
- The Value of Peer Support
- Ethics Refresher for Law Enforcement
- Leading with a Better Memory

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
<b>FEBRUARY</b>	<b>JANUARY</b>	
02/01/2024-02/21/2024	01/01/2024-01/31/2024	

Offense	Description	FEBRUARY	JANUARY
13001	NONAGGRAVATED ASSAULT	0	5
13003	INTIMIDATION/STALKING	3	3
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	2
26007	FRAUD - IDENTITY THEFT	0	1
30002	RETAIL FRAUD - THEFT	1	0
36004	SEX OFFENCE - OTHER	0	1
50000	OBSTRUCTING JUSTICE	2	2
53001	DISORDERLY CONDUCT	1	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	2
54003	TRAFFIC OFFENSE	3	0
57001	TRESPASS	1	0
73000	MISCELLANEOUS CRIMINAL OFFENCE	1	0
92004	INSANITY	0	1
93001	TRAFFIC CRASH	2	1
93002	NONTRAFFIC CRASH	0	1
93003	TRAFFIC VIOLATION - CIVIL	3	11
93004	PARKING	17	23
93006	TRAFFIC POLICING	5	9
93008	BREATHALYZER INSPECTION	0	1
94002	FALSE ALARM ACTIVATION	1	1
98003	PROPERTY INSPECTION	1	2
98004	OTHER INSPECTION	5	10
98006	CIVIL MATTER	2	5
98007	SUSPICIOUS SITUATION	6	5
98008	FOUND/LOST PROPERTY	1	2
99001	SUICIDE OR ATTEMPT	1	0
99007	PUBLIC RELATIONS	0	1
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	7	12
99009	GENERAL NON-CRIMINAL	0	2
99010A	ANIMALS	2	7
99010B	BLIGHT	1	4
99010H	RECREATIONAL VEHICLE STORAGE	1	0
99010J	INOPERABLE VEHICLE	5	18
99010R	RUBBISH/GARBAGE IN YARD	0	5
99010V	VACANT PROPERTY	24	0
99011	CURFEW VIOLATION	1	0
99013	ASSIST TO ANOTHER POLICE AGENCY	2	8
<b>Totals:</b>		<b>101</b>	<b>146</b>

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	02/21/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-0A -- ANIMALS</i>					Count: 9
24-000027	01/03/2024	Harboring Chickens - 4601 Huron St (S Anderson)		PHILLIPS, KEVIN	Open
24-000028	01/03/2024	Harboring Rabbits - 4545 Downing St (B Brown)		PHILLIPS, KEVIN	Open
24-000029	01/03/2024	Harboring Livestock - 6766 Third St (J Gaeth)		PHILLIPS, KEVIN	In Person Contact
24-000036	01/04/2024	Animal Complaint - 6177 Lakeside Dr (K Wells)		PIERCE, RYAN	Turned Over Animal Control
24-000058	01/09/2024	Dog @ Large - 4567 Seeger St (M Nelson)		FREEMAN, JAMES	Closed
24-000106	01/20/2024	Dog @ Large - 6601 Church St (D Clapsaddle)		SPANGLER, BRADLEY	Closed
24-000139	01/29/2024	Dog at Large/Neglect - Main St & Seeger St (T Sanford)		WAGNER, JEFFREY	Turned Over Animal Control
24-000204	02/11/2024	Sick Raccoon - 4581 Seeger St		PHILLIPS, KEVIN	Closed
24-000223	02/15/2024	Dog @ Large - Seeger St & Garfield Ave		PHILLIPS, KEVIN	Turned Over Animal Control
<i>9901-0B -- BLIGHT</i>					Count: 5
24-000005	01/02/2024	Blighted Structure - 6377 Seventh St (C Dotson)		PHILLIPS, KEVIN	Open
24-000006	01/02/2024	Blighted Structure - 6405 Sixth St (R Bean)		PHILLIPS, KEVIN	Open
24-000007	01/02/2024	Blighted Structure - 6359 Houghton St (A Remsing)		PHILLIPS, KEVIN	Cleared by Citation
24-000008	01/02/2024	Blighted Structure - 6306 Pine St (J Harmon)		PHILLIPS, KEVIN	Notice Mailed
24-000244	02/21/2024	Blighted Structure - 6727 Pine St (A Zavitz)		FREEMAN, JAMES	Open
<i>9901-0H -- RECREATIONAL VEHICLE STORAGE</i>					Count: 1
24-000211	02/12/2024	Recreational Storage - 6403 Beechwood Dr (E Hollis)		FREEMAN, JAMES	Open
<i>9901-0J -- INOPERABLE VEHICLE</i>					Count: 23
24-000009	01/02/2024	Inoperable Vehicle/s - 6372 Fourth St (T Tietjens)		PHILLIPS, KEVIN	Complied
24-000010	01/02/2024	Inoperable Vehicle/s - 6324 Brenda Dr (D Macnall)		PHILLIPS, KEVIN	Cleared by Citation
24-000011	01/02/2024	Inoperable Vehicle/s - 4325 Woodland Ave (D Peters)		PHILLIPS, KEVIN	Open
24-000012	01/02/2024	Inoperable Vehicle/s - 6811 Main St (J Root)		PHILLIPS, KEVIN	In Person Contact
24-000013	01/02/2024	Inoperable Vehicle/s - 4259 Seeger St (N Hennessey)		PHILLIPS, KEVIN	Complied
24-000014	01/02/2024	Inoperable Vehicle/s - 4152 Sherman St (B Deering)		PHILLIPS, KEVIN	Cleared by Citation
24-000015	01/02/2024	Inoperable Vehicle/s - 6725 Main St (B Griggs)		PHILLIPS, KEVIN	Complied
24-000016	01/02/2024	Inoperable Vehicle/s - 6785 Main St (J Bliss)		PHILLIPS, KEVIN	Complied
24-000023	01/02/2024	Inoperable Vehicle/s - 4312 Brenda Dr (C Arthur)		PHILLIPS, KEVIN	Complied
24-000031	01/03/2024	Inoperable Vehicle/s - 6165 Cedar Dr (N Cummins)		PHILLIPS, KEVIN	Complied
24-000033	01/04/2024	Inoperable Vehicle/s - 4391 Seeger St (K Turner)		PHILLIPS, KEVIN	Complied
24-000034	01/04/2024	Inoperable Vehicle/s - 4355 Leach St (P Tribble)		PHILLIPS, KEVIN	Complied
24-000057	01/09/2024	Inoperable Vehicle/s - 6455 Sixth St (R Boscaglia)		PHILLIPS, KEVIN	Complied
24-000060	01/09/2024	Inoperable Vehicle/s - 4534 West St (J Sherman)		PHILLIPS, KEVIN	Complied
24-000115	01/22/2024	Inoperable Vehicle/s - 6609 Seed St (T Fox)		PHILLIPS, KEVIN	Complied
24-000120	01/23/2024	Inoperable Vehicle/s - 4316 Doerr Rd (K Hillis)		PHILLIPS, KEVIN	Complied
24-000135	01/29/2024	Inoperable Vehicle/s - 6364 Pine St (C Crouch)		FREEMAN, JAMES	Complied
24-000136	01/29/2024	Inoperable Vehicle/s - 6306 Main St (C Koop)		FREEMAN, JAMES	Complied
24-000214	02/13/2024	Inoperable Vehicle/s - 4653 Hospital Dr (B Ramsay)		PHILLIPS, KEVIN	Complied
24-000217	02/14/2024	Inoperable Vehicle/s - 6780 Main St (G Mellendorf)		FREEMAN, JAMES	Complied
24-000222	02/15/2024	Inoperable Vehicle/s - 6667 Third St (S Wheaton)		PHILLIPS, KEVIN	Open
24-000237	02/19/2024	Inoperable Vehicle/s - 6362 Fourth St (A Leguait)		PHILLIPS, KEVIN	Open
24-000238	02/19/2024	Inoperable Vehicle/s - 6372 Fourth St (M Anderson)		PHILLIPS, KEVIN	Notice Mailed
<i>9901-0R -- RUBBISH/GARBAGE IN YARD</i>					Count: 5
24-000017	01/02/2024	Rubbish on Property - 4282 West St (J Howell)		PHILLIPS, KEVIN	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	02/21/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000018	01/02/2024	Rubbish on Property - 4631 Oak St (M Hawk)		PHILLIPS, KEVIN	Complied
24-000019	01/02/2024	Rubbish on Property - 6318 Houghton St (C Mayer)		PHILLIPS, KEVIN	Notice Mailed
24-000020	01/02/2024	Rubbish on Property - 6432 Church St (R Groth)		PHILLIPS, KEVIN	Complied
24-000124	01/24/2024	Rubbish on Property - 4319 West St (D Kingsland)		PHILLIPS, KEVIN	Complied

9901-0V -- VACANT PROPERTY Count: 24

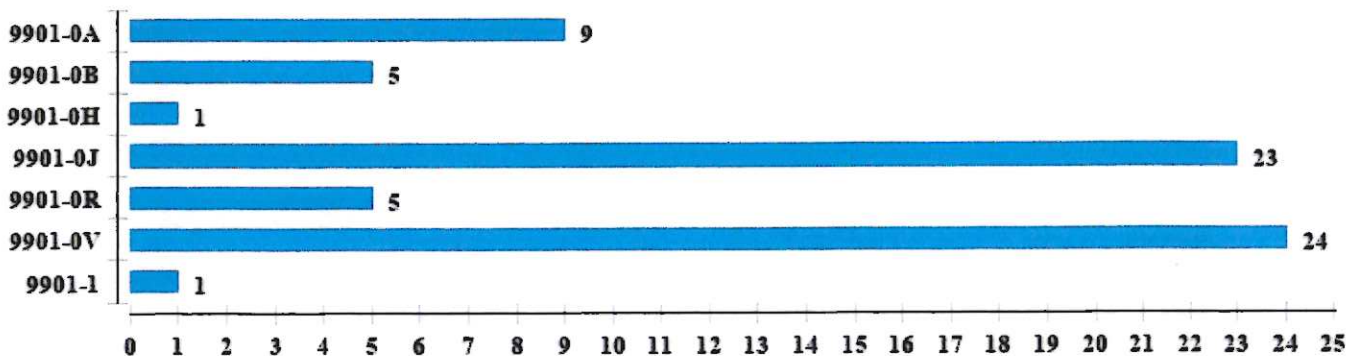
24-000163	02/05/2024	Vacant Property - 6215 Dale St (C Vandewater)		PIERCE, RYAN	Notice Mailed
24-000164	02/05/2024	Vacant Property - 6306 Pine St (J Harmon)		PIERCE, RYAN	Notice Mailed
24-000165	02/05/2024	Vacant Property - 6327 Houghton St (G Binder)		PIERCE, RYAN	Notice Mailed
24-000166	02/05/2024	Vacant Property - 6359 Houghton St (A Remsing)		PIERCE, RYAN	Notice Mailed
24-000167	02/05/2024	Vacant Property - 6371 Houghton St (D Manchester)		PIERCE, RYAN	Notice Mailed
24-000168	02/05/2024	Vacant Property - 6571 Houghton St (Little B Properties)		PIERCE, RYAN	Notice Mailed
24-000169	02/05/2024	Vacant Property - 6456 Third St (T Wright-Wismer)		PIERCE, RYAN	Notice Mailed
24-000170	02/05/2024	Vacant Property - 6592 Third St (Little Provisions)		PIERCE, RYAN	Notice Mailed
24-000171	02/05/2024	Vacant Property - 6712 Third St (C Heckman)		PIERCE, RYAN	Notice Mailed
24-000172	02/05/2024	Vacant Property - 6395 Fourth St (P Astley)		PIERCE, RYAN	Notice Mailed
24-000173	02/05/2024	Vacant Property - 6606 Garfield Ave (B Beeman)		PIERCE, RYAN	Notice Mailed
24-000174	02/05/2024	Vacant Property - 6721 Garfield Ave (R Voss)		PIERCE, RYAN	Notice Mailed
24-000175	02/05/2024	Vacant Property - 6377 Seventh St (C Dotson)		PIERCE, RYAN	Notice Mailed
24-000176	02/05/2024	Vacant Property - 4319 Seeger St (MI State Housing)		PIERCE, RYAN	Notice Mailed
24-000177	02/05/2024	Vacant Property - 4331 Seeger St (N Nicol)		PIERCE, RYAN	Notice Mailed
24-000178	02/05/2024	Vacant Property - 4386 Seeger St (G Standeford)		PIERCE, RYAN	Notice Mailed
24-000179	02/05/2024	Vacant Property - 4594 Seeger St (R Parrish)		PIERCE, RYAN	Notice Mailed
24-000180	02/05/2024	Vacant Property - 4594 Oak St (Y Greer)		PIERCE, RYAN	Notice Mailed
24-000181	02/05/2024	Vacant Property - 4215 Maple St (B Hennessey)		PIERCE, RYAN	Notice Mailed
24-000182	02/05/2024	Vacant Property - 4325 Sherman St (B Hennessey)		PIERCE, RYAN	Notice Mailed
24-000183	02/05/2024	Vacant Property - 4665 Hospital Dr (L Ross/D Delamarter)		PIERCE, RYAN	Notice Mailed
24-000184	02/05/2024	Vacant Property - 4656 Hunt St (K Hool)		PIERCE, RYAN	Notice Mailed
24-000185	02/05/2024	Vacant Property - 6603 Huron Ave (J Ricker)		PIERCE, RYAN	Notice Mailed
24-000186	02/05/2024	Vacant Property - 6628 Seed St (L Peterson)		PIERCE, RYAN	Notice Mailed

9901-1 -- CURFEW VIOLATION Count: 1

24-000155	02/03/2024	Curfew Violation - 6780 Main St (W Caister)		WAGNER, JEFFREY	Exceptional Clearance
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**Total: 68**

Offense Activity Counts



Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
<b>2024</b>	<b>2023</b>	
01/01/2024-02/21/2024	01/01/2023-02/21/2023	

Offense	Description	2024	2023
13001	NONAGGRAVATED ASSAULT	5	3
13003	INTIMIDATION/STALKING	6	1
23003	LARCENY - THEFT FROM A BUILDING	0	1
23007	LARCENY - OTHER	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	3
26007	FRAUD - IDENTITY THEFT	1	1
26008	FRAUD - HACKING/COMPUTER INVASION	0	1
29000	DAMAGE TO PROPERTY	0	2
30002	RETAIL FRAUD - THEFT	1	0
36004	SEX OFFENCE - OTHER	1	0
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	0	1
38003	OTHER FAMILY OFFENSE	0	1
41002	LIQUOR VIOLATIONS - OTHER	0	1
50000	OBSTRUCTING JUSTICE	4	5
53001	DISORDERLY CONDUCT	2	0
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	4	2
54003	TRAFFIC OFFENSE	3	7
55000	HEALTH AND SAFETY	0	2
57001	TRESPASS	1	1
70000	JUVENILE RUNAWAY	0	2
72000	ANIMAL CRUELTY	0	1
73000	MISCELLANEOUS CRIMINAL OFFENCE	1	3
91001	DELINQUENT MINORS	0	1
92004	INSANITY	1	0
93001	TRAFFIC CRASH	3	3
93002	NONTRAFFIC CRASH	1	1
93003	TRAFFIC VIOLATION - CIVIL	14	9
93004	PARKING	40	51
93006	TRAFFIC POLICING	14	4
93008	BREATHALYZER INSPECTION	1	1
94001	VALID ALARM ACTIVATION	0	1
94002	FALSE ALARM ACTIVATION	2	5
98002	INVESTIGATION - VEHICLE	0	1
98003	PROPERTY INSPECTION	3	0
98004	OTHER INSPECTION	15	13
98006	CIVIL MATTER	7	10
98007	SUSPICIOUS SITUATION	11	7
98008	FOUND/LOST PROPERTY	3	3
99001	SUICIDE OR ATTEMPT	1	2
99002	NATURAL DEATH	0	2
99003	MISSING PERSON	0	1
99007	PUBLIC RELATIONS	1	0
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	19	21
99009	GENERAL NON-CRIMINAL	2	5
99010	VILLAGE ORDINANCE VIOLATION	0	1

**Offense Count Report**

**Report Criteria:**

Start Offense	End Offense	Officer
01000	PTL	ALL
<b>2024</b>	<b>2023</b>	
01/01/2024-02/21/2024	01/01/2023-02/21/2023	

Offense	Description	2024	2023
99010A	ANIMALS	9	2
99010B	BLIGHT	5	0
99010H	RECREATIONAL VEHICLE STORAGE	1	2
99010J	INOPERABLE VEHICLE	23	16
99010N	UNNECESSARY NOISE	0	1
99010R	RUBBISH/GARBAGE IN YARD	5	3
99010V	VACANT PROPERTY	24	17
99010Z	ZONING	0	1
99011	CURFEW VIOLATION	1	0
99013	ASSIST TO ANOTHER POLICE AGENCY	10	15
<b>Totals:</b>		<b>247</b>	<b>239</b>

