



Lives Built Here

AGENDA

August 25, 2025

Regular Meeting – 6:00 P.M.

- Call to Order
- Pledge of Allegiance
- Roll Call
- Public Hearing – Community Development Block Grant (CDBG) Application to MSHDA
- Review Minutes of Regular Meeting of July 28, 2025 – page 3
- Review Financial Statement ending July 31, 2025 – page 41
- Citizen Comments
- Budget and Finance
 - Approval of Bills
 - Procurement Policy (CDBG Grant Requirement) – page 63
- Public Services Committee
 - Approve Bid Award to Bell Landscaping for Trees – page 79
- Personnel and Public Safety
 - Excessive Force Policy (CDBG Grant Requirement) – page 81
- Parks and Recreation Committee
- Downtown Development Authority– Meeting Minutes of July 8, 2025 – page 85
- Economic Development Corporation– Meeting Minutes of July 8, 2025 – page 86
- Planning Commission – Meeting Minutes of July 1, 2025 – page 87
- Manager's Report – page 89
- Communications
- Other Business
- Adjournment

September 2025 Meetings and Events:

September 1 – Labor Day, Offices Closed
September 2 – Planning Commission, 7 pm
September 3 – Personnel & Public Safety, 4 pm
September 9 – Parks and Recreation Committee, 4 pm
September 9 – DDA/EDC Meeting, 1:30 pm
September 10 – Committee of the Whole, 6 pm
September 15 – Village Taxes Due Date
September 17 – Public Services Committee, 12 pm
September 29 – Budget & Finance Committee, 5 pm
September 29 – Council Meeting, 6 pm

A Regular Meeting of the Cass City Village Council was held at the Cass City Municipal Building on Monday, July 28, 2025, at 6:00 p.m. Council Members present: President Robert Piaskowski, Trustees: Jeffrey Benkelman, Kevven Dorland, Jordan Goka, Dustin Griesing, Michael Kirn and Eric Oslund.

Morgan Erla, Cass City Baseball Coach, was presented with a Certificate of Appreciation for his work organizing the Second Annual Red Hawk Rumble Baseball Tournament in June, 2025. Eighty Two Baseball Teams participated, bringing approximately 3,000 people to Cass City for the event.

Public Hearing #1 – Proposed Ordinance #209, Sale of Land in Industrial Park – DJ's Toilets & Septic, LLC (Kreh)

MOTION# 2025.7.28-01

MOTION by Benkelman, Supported by Trustee Kirn, to open a public hearing to receive comments on the **Proposed Ordinance #209, Sale of Land in Industrial Park – DJ's Toilets & Septic, LLC**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

A Public Hearing began at 6:07 pm to receive public comments on the **Proposed Ordinance #209, Sale of Land in Industrial Park – DJ's Toilets & Septic, LLC**.

There were no comments from the audience or councilmembers

MOTION# 2025.7.28-02

MOTION by Trustee Oslund, Supported by Trustee Benkelman, to close a public hearing to receive comments on **Proposed Ordinance #209, Sale of Land in Industrial Park – DJ's Toilets & Septic, LLC**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

The Public Hearing was closed at 6:10 pm.

Public Hearing #2 – Proposed Ordinance #210, Sale of Land in Industrial Park – Jay Folske

MOTION# 2025.7.28-03

MOTION by Kirn, Supported by Trustee Benkelman, to open a public hearing to receive comments on the **Proposed Ordinance #210, Sale of Land in Industrial Park – Jay Folske**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

A Public Hearing began at 6:11 pm to receive public comments on the **Proposed Ordinance #210, Sale of Land in Industrial Park – Jay Folske**.

There were no other comments from the audience or councilmembers.

MOTION# 2025.7.28-04

MOTION by Trustee Goka Supported by Trustee Benkelman, to close a public hearing to receive comments **Proposed Ordinance #210, Sale of Land in Industrial Park – Jay Folske**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

The Public Hearing was closed at 6:13 pm.

Public Hearing #3 – To Receive Comments on the Community Development Block Grant (CDBG) Application to the Michigan State Housing Development Authority (MSHDA).

MOTION# 2025.7.28-05

MOTION by Benkelman, Supported by Trustee Griesing, to open a public hearing to receive comments on the **Community Development Block Grant (CDBG) Application to the Michigan State Housing Development Authority (MSHDA)**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

A Public Hearing began at 6:14 pm to receive to receive comments on the **Community Development Block Grant (CDBG) Application to the Michigan State Housing Development Authority (MSHDA)**.

Laken Chapin, CEDAM Fellow, gave a brief overview of the activities leading up to the submission of the application to MSHDA for CDBG funding. A CDBG Administrator must be named to represent Cass City in the MSHDA Project Portal, and report proposed bid specifications for a Third Party Contractor/Administrator and project per homeowner maximum funding. The CDBG Grant is a reimbursement based program, but allows for an initial cash drawdown to start the program.

MOTION# 2025.7.28-06

MOTION by Trustee Benkelman, Supported by Trustee Dorland, to close a public hearing to receive comments on the **Community Development Block Grant (CDBG) Application to the Michigan State Housing Development Authority (MSHDA)**. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

The Public Hearing was closed at 6:25 pm.

MOTION# 2025.7.28-07

MOTION by Trustee Goka, Supported by Trustee Benkelman, to receive, approve, and file the minutes of the June 30, 2025 Regular Meeting. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2025.7.28-08

MOTION by Trustee Benkelman, Supported by Trustee Goka to receive, and accept the Financial Statements of June 30, 2025. MOTION CARRIED 7 yeas 0 nays.

During Citizen Comments, Tom Herron, 4915 Linda Lane, spoke on mowing noxious weeds in the Village and the procedure of informing property owners of non-compliance. He relayed his concern for anti-blight code enforcement. Herron requested the Althaver Conference Center be renamed for recently deceased Village Manager Lou LaPonsie. Don Ball, 6328 Main Street, recommended that the Village Council have no names that honor individuals affiliated with the Village Council Chambers.

MOTION# 2025.7.28-09

MOTION by Trustee Goka, Supported by Trustee Benkelman, to receive and file the Village of Cass City Accounts Payable paid invoices. MOTION CARRIED 7 yeas 0 nays.

MOTION# 2025.7.28-10

MOTION by Trustee Goka, Supported by Trustee Benkelman, to approve the Second Quarter 2025 Amendment of the 2025 Village of Cass City Financial Budget . MOTION CARRIED 7 yeas 0 nays

MOTION# 2025.7.28-11

MOTION by Griesing, Supported by Trustee Goka, to approve a resolution to designate Debora Powell, Village Manager, as the person authorized to oversee all grant activities, to sign the Application and all attachments, to sign the Grant Agreement and all amendments, to sign Payment Requests, and to be the NEPA Environmental Review Certifying Officer for the MSHDA/CDBG Program. Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays

MOTION# 2025.7.28-12

MOTION by Trustee Benkelman, Supported by Trustee Oslund, to set a Public Hearing to **receive comments on the Community Development Block Grant (CDBG) Application to the Michigan State Housing Development Authority (MSHDA)**, for August 25, 2025 at 6:01 pm. MOTION CARRIED 7 yeas, 0 nays

MOTION# 2025.7.28-13

MOTION by Griesing, Supported by Trustee Benkelman, to conduct the second reading and adopt Proposed **Ordinance #208, To Authorize the Private Purchase of the Real Property from Kevin Israelson described on the terms and conditions herein set forth for the Wastewater Treatment Plant Lift Station**. Call Vote: Benkelman: yea, Dorland: abstain, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 Abstain

MOTION# 2025.7.28-14

MOTION by Kirn, Supported by Trustee Griesing, to adopt **Ordinance #211,**

- TO PROVIDE FOR THE ESTABLISHMENT OF THE SEWAGE COLLECTION SYSTEM SERVING THE VILLAGE OF CASS CITY PURSUANT TO 94 PA 1933;
- TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF IMPROVEMENTS AND EXTENSIONS TO THE SEWAGE COLLECTION SYSTEM OF THE VILLAGE;
- TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS;
- TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS;
- TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES;
- TO PROVIDE FOR RESERVE ACCOUNTS FOR THE SYSTEM;
- TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF;
- AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

Roll Call Vote: Benkelman: yea, Dorland: yea, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 7 yeas, 0 nays, 0 Abstain

MOTION# 2025.7.28-15

MOTION by Trustee Benkelman, Supported by Trustee Goka, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on June 10, 2025. MOTION CARRIED 7 yeas 0 nays

MOTION# 2025.7.28-16

MOTION by Trustee Benkelman, Supported by Trustee Goka, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on June 10, 2025. MOTION CARRIED 7 yeas 0 nays

MOTION# 2025.7.28-17

MOTION by Griesing, Supported by Trustee Oslund, to conduct the second reading and adopt **Ordinance #209, To Authorize the Sale of the Village Owned Real Property to DJ's Toilets & Septic, LLC.** Call Vote: Benkelman: yea, Dorland: abstain, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 Abstain

MOTION# 2025.7.28-18

MOTION by Benkelman, Supported by Trustee Oslund, to conduct the second reading and adopt **Ordinance #210, To Authorize the Sale of the Village Owned Real Property to Jay Folske.** Call Vote: Benkelman: yea, Dorland: abstain, Griesing: yea, Goka: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 Abstain

MOTION# 2025.7.28-19

MOTION by Trustee Benkelman, Supported by Trustee Griesing, to receive and file the minutes of the Cass City Planning Commission held on June 3, 2025. MOTION CARRIED 7 yeas 0 nays

The Manager's Report was reviewed.

MOTION# 2025.7.28-20

MOTION by Trustee Benkelman, Supported by Trustee Goka, to adjourn the meeting at 7:01 pm. MOTION CARRIED 7 yeas 0 nays.

Nanette G. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

VILLAGE OF CASS CITY

RESOLUTION TO DESIGNATE VILLAGE MANAGER AS AUTHORIZED OFFICIAL FOR MSHDA CDBG GRANT PROCESS

WHEREAS; The Village of Cass City plans to apply to the Michigan State Housing Development Authority (MSHDA) MI Neighborhood Community Development Block Grant (CDBG) Program to fund Homeowner Rehabilitation Projects through the Cass City Housing Rehabilitation Project (CCHRP); and

WHEREAS; the Village of Cass City has requested \$236,000 and will match zero (0) funds; and

WHEREAS; the proposed project is consistent with the Village of Cass City's community development plan as described in the Application; and

WHEREAS; all activities will be taken for the purpose of improving permanent residential structures, which upon completion will be 100% occupied by low-or-moderate income households; and

WHEREAS; no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award completion of the environmental review procedures and formal, written authorization to incur costs has been provided by a CDBG Specialist; and

WHEREAS; the Village of Cass City has local authorization to submit the Michigan CDBG Application as a Unit of Government; and

NOW, THEREFORE BE IT RESOLVED, the Village of Cass City will designate Deboria Powell, Village Manager as the person authorized to oversee all grant activities, to sign the Application and all attachments, to sign the Grant Agreement and all amendments, to sign Payment Requests, and to be the NEPA Environmental Review Certifying Officer for the MSHDA CDBG Program.

ROLL CALL:

AYE: Benkelman, Dorland, Griesing, Goka, Kirn, Oslund, Paskowski

NAY: None

ABSENT: None

ABSTAIN: None

RESOLUTION: Approved

Nanette Swalsh, 7-28-2025
Clerk/Treasurer
Village of Cass City, MI

VILLAGE OF CASS CITY

Ordinance # 208

ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN REAL PROPERTY

The Village of Cass City ordains:

1. Pursuant to the provisions of Chapter VII, Section 4 of 1895 P.A. 3, as amended by 1974 PA 67 and 1998 PA 254 and 1998 PA 255 (M.C.L.67.4, M.S.A.A. 5.1288), the council of the Village of Cass City (hereinafter "Village") determines to make a private purchase of the real property from Kevin Israelson (hereinafter "Seller") described on the terms and conditions herein set forth for the Village's Lift Station.

1. Acceptance of Preliminary Agreement. The Village's written offer to purchase dated April 1, 2025, was accepted by the Seller in writing on April 4, 2025, and the Village President and Village Clerk are authorized and directed to take the necessary steps to perform the obligations of the Village to complete the transfer of property. The Village manager, Village officers and their successors in office are further authorized to sign contracts and deeds of conveyance as may be required pursuant to the preliminary agreement upon fulfillment of the preliminary agreement. The Village Manager is authorized to pay the seller the agreed upon purchase price on or before the signing of the deed to complete the transfer.

1. Description of Land. The land hereby authorized to be sold is described as follows:

A PARCEL OF LAND BEING IN AND A PART OF LOT 39 OF NORTHWOOD VILLAGE AND ESTATES NO. 1, BEING A PART OF THE NORTHEAST ¼, NORTHWEST ¼ AND THE SOUTHEAST ¼ OF SECTION 28, T14N-R11E, VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN, AS RECORDED IN LIBER 4 OF PLATS, PAGES 49-52, TUSCOLA COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 39, THENCE N69° 11' 15"E ALONG THE NORTH LINE OF SAID LOT 39, 46.62 FEET; THENCE S09° 17' 47"E 65.28 FEET; THENCE S87° 41' 19"W 52.32 FEET; THENCE N02° 06' 38"W ALONG THE WEST LINE OF SAID LOT 39, 50.0 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.06 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

Village of Cass City, Tuscola County, Michigan and more particularly described on attached Exhibit "1" which is incorporated by reference.

1. This ordinance shall be immediately effective upon publication in accordance with the law.

A MOTION TO ADOPT AN ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN REAL PROPERTY

Was offered by Trustee Griesing and supported by Trustee Benkelman

Ayes: Benkelman, Griesing, Goka, Kirn, Oslund, Piaskowski, Nays: 0, Abstain: Dorland

Resolution: Approved

Section 2. This Ordinance is hereby declared to have been adopted by the Village of Cass City Council at a meeting thereof duly called and held on the 28th day of July, 2025 and ordered to be given effect immediately upon its adoption.

Robert Piaskowski, Village President ***Nanette Walsh***, Village Clerk/Treasurer

Notice of adoption published in the Tuscola County Advertiser on July 30, 2025.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Cass City, County of Tuscola, State of Michigan at a regular meeting of Village Council duly called and held on the 28th day of

July, 2025.

Nanette Walsh 7-28-2025
Clerk/Treasurer
Village of Cass City, MI

CERTIFICATE OF SURVEY

CLIENT: VILLAGE OF CASS CITY
STREET: P.O. BOX 123
CITY: CASS CITY, MI 48726

LOT 39 OF NORTHWOOD VILLAGE & ESTATES NO.1, SEC. 28		T14N-R11E	VILLAGE OF CASS CITY	TUSCOLA COUNTY
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NOTES:
1/2" STEEL STAKES WERE PLACED AT POINTS MARKED THUS (○). FOUND STEEL STAKES AT POINTS MARKED THUS (●). FD CONG MON AT POINTS MARKED THUS (■). M= MEASURED, R= RECORD.

BEARING BASIS:
BEARING ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, MICHIGAN SOUTH ZONE, HORIZONTAL DATUM (N.A.D.83), INTERNATIONAL SURVEY FEET.

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

DESCRIPTION FOR PARCEL SURVEYED:
A PARCEL OF LAND BEING IN AND A PART OF LOT 39 OF NORTHWOOD VILLAGE AND ESTATES NO. 1, BEING A PART OF THE NORTHEAST 1/4, NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 28, T14N-R11E, VILLAGE OF CASS CITY, TUSCOLA COUNTY, MICHIGAN, AS RECORDED IN LIBER 4 OF PLATS, PAGES 49-52, TUSCOLA COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 39, THENCE N69°11'15"E ALONG THE NORTH LINE OF SAID LOT 39, 46.62 FEET; THENCE S09°17'47"E 65.28 FEET; THENCE S87°41'19"W 52.32 FEET; THENCE N02°06'38"W ALONG THE WEST LINE OF SAID LOT 39, 50.0 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 0.06 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

<p>CASE SURVEYING 707 EAST HURON AVE. BAD AXE, MICHIGAN 48413 PHONE 989 269-9142 FAX 989 269-7712</p>	<p>I HEREBY CERTIFY that I have surveyed and mapped the above or attached described parcel(s) of land, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that the survey is in full compliance with Section No. 3, Act 132, P.A. 1970, as amended by 1992 P.A. 183 and 2018 P.A. 193.</p>	<p>STATE OF MICHIGAN LAURENCE J. WADE License No. 4001046696 LICENSED PROFESSIONAL SURVEYOR</p>
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Drawn By: IMW	Check By: LW	Date: 4/25/2025	Job No: 14036	Scale: 1" = 20'	<p>LAURENCE J. WADE P.S.# 46196</p>
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Sheet 1 of 1 Sheets

VILLAGE OF CASS CITY
PROPOSED ORDINANCE NO. 211

AN ORDINANCE TO PROVIDE FOR THE ESTABLISHMENT OF THE SEWAGE COLLECTION SYSTEM SERVING THE VILLAGE OF CASS CITY PURSUANT TO 94 PA 1933; TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF IMPROVEMENTS AND EXTENSIONS TO THE SEWAGE COLLECTION SYSTEM OF THE VILLAGE; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE AN ADEQUATE RESERVE FUND FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR RESERVE ACCOUNTS FOR THE SYSTEM; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE VILLAGE OF CASS CITY ORDAINS:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the meanings assigned in the preamble to this Ordinance and in this Section, unless the context clearly indicates otherwise.

The word "acquired," as used in this Ordinance, shall be construed to include acquisition by purchase, construction or by any other method.

(a) "Act 94" shall mean Act 94, Public Acts of Michigan, 1933, as amended.

(b) "Additional Bonds" shall mean the bonds issued pursuant to Section 17 of this Ordinance.

(c) "Bond Reserve Account" shall mean the subaccount in the Bond and Interest Redemption Fund established in accordance with Section 12 of this Ordinance.

(d) "Bond" shall mean the Issuer's Sewage Collection System Revenue Bond, Series 2025 (Taxable) in the principal amount of \$8,294,000, authorized to be issued pursuant to this Ordinance, together with any additional bonds of equal standing hereafter issued.

(e) "Depository Bank" shall mean **Independent Bank, Cass City, Michigan**, a member of the Federal Deposit Insurance Corporation, or other financial institution qualified to serve as depository bank and designated by resolution of the Issuer.

(f) "Engineer" shall mean Fishbeck, Thompson, Carr & Huber, Inc., Grand Rapids, Michigan.

(g) "Fiscal Year" shall mean the fiscal year of the Issuer and the operating year of the System, commencing January 1 and ending December 31 of the subsequent year, as such year may be changed from time to time.

(h) "Government" shall mean the government of the United States of America or any agency thereof.

(i) "Issuer" shall mean the Village of Cass City, County of Tuscola, State of Michigan.

(j) "Ordinance" shall mean this ordinance and any ordinance or resolution of the Issuer amendatory or supplemental to this ordinance, including ordinances or resolutions authorizing issuance of Additional Bonds.

(k) "Project" shall mean the acquiring, constructing, repairing, furnishing and equipping improvements to the Village's wastewater treatment plant, together with all necessary sites, structures, equipment, interests in land, appurtenances and attachments thereto.

(l) "Public improvements," shall be understood to mean the public improvements, as defined in Section 3 of Act 94, which are authorized to be acquired and constructed under the provisions of this Ordinance.

(m) "Reserve Amount" shall mean with respect to the Bond the lesser of (1) the maximum annual debt service due on the Bond in the current year or any future year, (2) 125% of the average annual debt service on the Bond, or (3) 10% of the outstanding principal amount of the Bond on the date of issuance of the Bond.

(n) "Revenues" and "Net Revenues" shall mean the revenues and net revenues of the Issuer derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance and the Prior Ordinance.

(o) "System" shall mean the Sewage Collection System of the Issuer, including such facilities thereof as are now existing, are acquired and constructed as the Project, and all enlargements, extensions, repairs and improvements thereto hereafter made.

(p) "Transfer Agent" shall mean the transfer agent and bond registrar for the Bond as appointed from time to time by the Issuer as provided in Section 6 of this Ordinance and who or which shall carry out the duties and responsibilities as set forth in Sections 6 and 7 of this Ordinance.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Issuer's Engineer and on file with the Issuer, which plans and specifications are hereby approved.

Section 3. Costs; Useful Life. The total cost of the Project is estimated to be approximately Fifteen Million Nine Hundred Thousand Dollars (\$15,900,000) including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Payment of Cost; Bond Authorized. To pay part of the cost of acquiring and constructing the Project and legal, engineering, financial and other expenses incident to said acquisition and construction, and incident to the issuance and sale of the Bond, it is hereby determined that the Issuer borrow the sum of Eight Million Two Hundred Ninety-Four Thousand Dollars (\$8,294,000) and that revenue bonds be issued therefor pursuant to the provisions of Act 94. The remaining cost of the Project shall be paid from grant funds and Issuer funds on hand and legally available for such use.

Section 5. Bond Details. The Bond shall be designated **Sewage Collection System Revenue Bond, Series 2025 (Taxable)**, shall be dated as of the date of delivery of the first installment, shall consist of one fully-registered nonconvertible bond of the denomination of \$8,294,000 and shall be payable in principal installments serially on August 1 of each year, as follows:

<u>August 1</u>	<u>Amount</u>	<u>August 1</u>	<u>Amount</u>
2026	\$142,000	2046	\$204,000
2027	140,000	2047	208,000
2028	143,000	2048	212,000
2029	146,000	2049	216,000
2030	148,000	2050	221,000
2031	151,000	2051	225,000
2032	155,000	2052	230,000
2033	158,000	2053	234,000
2034	161,000	2054	239,000
2035	164,000	2055	244,000
2036	167,000	2056	249,000
2037	171,000	2057	254,000
2038	174,000	2058	259,000
2039	177,000	2059	264,000
2040	181,000	2060	269,000
2041	185,000	2061	274,000

2042	188,000	2062	280,000
2043	192,000	2063	285,000
2044	196,000	2064	291,000
2045	200,000	2065	297,000

The Village Manager is authorized to decrease the aggregate principal amount of the Bond and/or change the payment dates and the amounts of any of the foregoing installments without further action of the Village Council, provided that the final principal payment of the Bond shall be due and payable within forty (40) years of the date of issuance of the Bond. Execution of the Bond by the Village President and the Village Clerk shall be evidence of acceptance of such change or changes.

The Bond is expected to be delivered to the Government as initial purchaser thereof in installments (the "delivery installments") and each delivery installment shall be noted on the registration grid set forth on the Bond. The delivery installments shall be deemed to correspond to the serial principal installments of the applicable Bond in direct chronological order of said serial principal installments.

The serial principal installments of the Bond will each bear interest from the date of delivery of the corresponding delivery installment to the registered holder thereof as shown on the registration grid set forth on the Bond at the rate of not to exceed two percent (2.00%) per annum, payable on the first February 1 or August 1 following the date of delivery of said delivery installment, and semiannually thereafter on February 1 and August 1 of each year until maturity or earlier prepayment of said installment. Acceptance of the interest rate on the Bond shall be made by execution of the Bond which so designates the rate specified by the Government and accepted in writing by the Issuer. The Bond shall be issued in fully-registered form and the Bond shall not be convertible or exchangeable into more than one fully-registered bond.

The Bond or installments thereof will be subject to prepayment at any time prior to maturity on or after the first principal installment date in the manner provided in the form of the Bond set forth in Section 9 of this Ordinance.

Section 6. Bond Registration and Transfer. The Transfer Agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bond, which shall at all times be open to inspection by the Issuer. The Transfer Agent shall transfer or cause to be transferred on said books the Bond presented for transfer, as hereinafter provided and subject to such reasonable regulations as it may prescribe.

Any Bond may be transferred upon the books required to be kept by the Transfer Agent pursuant to this Section, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for transfer, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond shall be surrendered for transfer, the Transfer Agent shall record such transfer on the registration books and shall register such transfer on the registration grid attached to the Bond. At the time of such transfer the Transfer Agent shall note on the Bond the outstanding principal

amount thereof at the time of such transfer. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of, or exchange any Bond during a period beginning at the opening of business fifteen days before the day of the mailing of a notice of prepayment of Bond or installments thereof selected for redemption and ending at the close of business on the day of that mailing, or (ii) to register the transfer of or exchange any Bond or portion thereof so selected for prepayment. In the event any Bond is called for prepayment in part, the Transfer Agent upon surrender of the Bond shall note on the Bond the principal amount prepaid and shall return the Bond to the registered owner thereof together with the prepayment amount on the prepayment date.

The Issuer's Treasurer is hereby appointed to act as Transfer Agent with respect to the Bond. If and at such time as the Bond is transferred to or held by any registered owner other than the Government, the Issuer by resolution may appoint a bank or trust company qualified under Michigan law to act as transfer agent and bond registrar with respect to such series, and the Issuer may thereafter appoint a successor Transfer Agent upon sixty (60) days' notice to the registered owner of the applicable series of Bond.

Section 7. Payment of the Bond. Principal of and interest on the Bond shall be payable in lawful money of the United States of America by check or draft mailed by the Transfer Agent to the registered owner at the address of the registered owner as shown on the registration books of the Issuer kept by the Transfer Agent. If the Government shall no longer be the registered owner of the Bond, then the principal of and interest on the Bond shall be payable to the registered owner of record as of the fifteenth day of the month preceding the payment date by check or draft mailed to the registered owner at the registered address. Such date of determination of the registered owner for purposes of payment of principal or interest may be changed by the Issuer to conform to future market practice. The Issuer's Treasurer is hereby authorized to execute an agreement with any successor Transfer Agent.

The Transfer Agent shall record on the registration books the payment by the Issuer of each installment of principal or interest or both on the Bond when made and the canceled checks or drafts representing such payments shall be returned to and retained by the Issuer's Treasurer, which canceled checks or drafts shall be conclusive evidence of such payments and the obligation of the Issuer with respect to such payments shall be discharged to the extent of such payments.

Upon payment by the Issuer of all outstanding principal of and interest on a series of the Bond, the registered owners thereof shall deliver the Bond of the series to the Issuer for cancellation.

The Issuer's Village President, Village Clerk and Village Manager are each hereby authorized and directed to negotiate privately the sale of the Bond to the Government at an interest rate not to exceed two percent (2.00%) per annum.

The sale of the Bond to the Government at an interest rate of not to exceed two percent (2.00%) per annum and at the par value thereof is hereby approved. The Issuer's Treasurer is

hereby authorized to deliver the Bond in accordance with the delivery instructions of the Government.

Section 8. Execution and Delivery of the Bond. The Bond shall be manually signed by the Village President and countersigned by the Village Clerk and shall have the corporate seal of the Issuer impressed thereon. After execution, the Bond shall be held by the Issuer's Treasurer for delivery to the Government. No Bond or any installment thereof shall be valid until registered by the Issuer's Treasurer or by another person designated in writing by the Issuer's Treasurer to act as Bond Registrar, or upon transfer by the Government and thereafter, by an authorized representative of the Transfer Agent.

Section 9. Bond Form. The form and tenor of the Bond shall be substantially as follows, subject to appropriate variation upon issuance of Additional Bonds:

FORM OF BOND

REGISTERED

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF TUSCOLA

VILLAGE OF CASS CITY

SEWAGE COLLECTION SYSTEM REVENUE BOND SERIES 2025 (TAXABLE)

No. R-1

\$8,294,000

The Village of Cass City, County of Tuscola, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the registered owner hereof, primarily out of the hereinafter described Net Revenues of the Issuer's Sewage Collection System including all appurtenances, additions, extensions and improvements thereto (the "System"), the sum of

Eight Million Two Hundred Ninety-Four Thousand Dollars

on the dates and in the principal installment amounts set forth in Exhibit A attached hereto and made a part hereof with interest on said installments from the date each installment is delivered to the Issuer and as set forth on the registration grid hereon until paid at the rate of two percent (2.00%) per annum, first payable on _____, 20__, and semiannually thereafter; provided that the principal repayments required herein to the registered owner shall not exceed the total of the principal installments set forth on the registration grid attached hereto from time to time hereafter to acknowledge receipt of payment of the purchase price of this bond up to a total of \$8,294,000. Both principal of and interest on this bond are payable in lawful money of the United States of America to the registered owner at the address shown on the Issuer's registration books by check or draft mailed to the registered holder at the address shown on the registration books of the Issuer, and for the prompt payment thereof, the revenues of the System, after provision has been made for reasonable and necessary expenses of operation, administration and maintenance thereof (the "Net Revenues"), are hereby irrevocably pledged and a statutory first lien thereon is hereby recognized and created.

This bond is a single, fully-registered, non-convertible bond constituting an issue in the total aggregate principal sum of \$8,294,000 issued pursuant to Ordinance ___ duly adopted by the Village Council of the Issuer (the "Ordinance"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of acquiring and constructing improvements to the System, as described in the Ordinance. For a complete statement of the revenues from which, and the conditions under which, this bond is payable, a statement of the conditions under which the additional bonds of equal or junior standing may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance.

Principal installments of this bond are subject to prepayment prior to maturity, in inverse chronological order, at the Issuer's option, on any date on or after August 1, 2026, at par and accrued interest to the date fixed for prepayment.

Thirty days' notice of the call of any principal installments for prepayment shall be given by mail to the registered owner at the registered address. The principal installments so called for prepayment shall not bear interest after the date fixed for prepayment, provided funds are on hand to prepay said installments.

This bond is a self-liquidating bond and is payable, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond is secured by the statutory lien hereinbefore mentioned.

The Issuer has covenanted and agreed and does hereby covenant and agree to fix and maintain at all times while any bonds including any installments of this bond payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this bond, any additional bonds of equal standing, and any additional bonds of junior standing, payable from the Net Revenues of the System as and when the same become due and payable, and to create a bond and interest redemption fund (including bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance.

This bond shall be registered as to principal and interest on the books of the Issuer kept by the Issuer's Treasurer or successor or written designee as bond registrar and transfer agent (the "Transfer Agent") and noted hereon, after which it shall be transferable only upon presentation to the Transfer Agent with a written transfer by the registered owner or his attorney in fact. Such transfer shall be noted hereon and upon the books of the Issuer kept for that purpose by the Transfer Agent.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the Village of Cass City, County of Tuscola State of Michigan, by its Village Council, has caused this bond to be signed in its name by its Village President and to be countersigned by its Village Clerk, and its corporate seal to be hereunto affixed, all as of _____, 2025.

VILLAGE OF CASS CITY
County of Tuscola

By _____
Its Village President

(Seal)

Countersigned:

By _____
Its Village Clerk

REGISTRATION
NOTHING TO BE WRITTEN HEREON EXCEPT

BY THE BOND REGISTRAR/TRANSFER AGENT

Date of Registration of Delivery	Name of Registered Owner	Principal Installment Delivered	Signature of Bond Registrar/ Transfer Agent
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		

EXHIBIT A

<u>August 1</u>	<u>Amount</u>	<u>August 1</u>	<u>Amount</u>
2026	\$142,000	2046	\$204,000
2027	140,000	2047	208,000
2028	143,000	2048	212,000
2029	146,000	2049	216,000
2030	148,000	2050	221,000
2031	151,000	2051	225,000
2032	155,000	2052	230,000
2033	158,000	2053	234,000
2034	161,000	2054	239,000
2035	164,000	2055	244,000
2036	167,000	2056	249,000
2037	171,000	2057	254,000
2038	174,000	2058	259,000
2039	177,000	2059	264,000
2040	181,000	2060	269,000
2041	185,000	2061	274,000
2042	188,000	2062	280,000
2043	192,000	2063	285,000
2044	196,000	2064	291,000
2045	200,000	2065	297,000

Section 10. Security for the Bond. To pay the principal of and interest on the Bond as and when the same shall become due and any bonds of equal standing thereto, there is hereby created a statutory first lien upon the whole of the Net Revenues of the System to continue until the payment in full of the principal of and interest on the Bond and any bonds of equal standing thereto and said Net Revenues shall be set aside for the purpose and identified as the Bond and Interest Redemption Account, as hereinafter specified.

Section 11. Budget. Immediately upon the effective date of this Ordinance for the remainder of the current Fiscal Year, and thereafter prior to the beginning of each Fiscal Year, the Issuer shall prepare an annual budget for the System for the ensuing Fiscal Year itemized on the basis of monthly requirements. A copy of such budget shall be mailed to the Government without request from the Government for review prior to adoption (as long as the Government is the registered owner of any of the Bond), and upon written request to any other registered owners of the Bond.

Section 12. Custodian of Funds; Funds. The Issuer's Treasurer shall be custodian of all funds belonging to or associated with the System and such funds shall be deposited in the Depository Bank. The Issuer's Treasurer shall execute a fidelity bond with a surety company in an amount at least equal to the maximum annual debt service for the Bond.

The Issuer's Treasurer is hereby directed to create and maintain the following funds and accounts into which the proceeds of the Bond and the Revenues from the System shall be deposited in the manner and at the times provided in this Ordinance, which funds and accounts shall be established and maintained, except as otherwise provided, so long the Bond hereby authorized remain unpaid.

(A) CONSTRUCTION ACCOUNT. The proceeds of the Bond shall be deposited in the SEWAGE COLLECTION SYSTEM BOND SERIES 2025 CONSTRUCTION ACCOUNT (the "Construction Account"), in the Depository Bank. Moneys in the Construction Account shall be used solely for the purposes for which the Bond are issued. If grant funds or monies other than proceeds of the Bond are deposited into the Construction Account, then the monies constituting proceeds of the Bond shall be accounted separately from such other funds or monies.

Any unexpended balance of the proceeds of sale of the Bond remaining after completion of the Project herein authorized may in the discretion of the Issuer be used for further improvements, enlargements and extensions to the System, provided that at the time of such expenditure such use be approved by the Department of Treasury (if such approval is then required by law). Any remaining balance after such expenditure shall be paid into the Bond and Interest Redemption Account and used as soon as is practical for the prepayment of installments of the Bond or for the purchase of installments to the Bond at not more than the fair market value thereof. Following completion of the Project, any unexpended balance of the Bond shall be invested at a yield not to exceed the yield on the Bond.

After completion of the Project and disposition of remaining proceeds, if any, of the Bond pursuant to the provisions of this Section, the Construction Account shall be closed.

(B) RECEIVING FUND. Upon and after the effective date of this Ordinance, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated SEWAGE COLLECTION SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

(1) Operation and Maintenance Account. Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

(2) Bond and Interest Redemption Account. There shall be established and maintained a separate depository fund designated BOND AND INTEREST REDEMPTION ACCOUNT (the "Redemption Account"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bond. The moneys in the Redemption Account shall be kept on deposit with the bank or trust company where the principal of and interest on the Bond, or any series thereof, are payable.

After the transfer required in (1) above, Revenues shall be transferred each quarter of the Fiscal Year, commencing the first day of the Fiscal Year quarter after the delivery of the first installment of the Bond, from the Receiving Fund, before any other expenditures or transfer therefrom, and deposited in the Bond and Interest Redemption Account for payment of principal of and interest on the Bond and to fund the Bond Reserve Account.

Upon any delivery of an installment of the Bond there shall be set aside at the time of delivery and on the first day of each quarter of the Fiscal Year thereafter to the next interest payment date an amount equal to that fraction of the amount of interest due on the next interest payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next interest payment date. There also shall be set aside each Fiscal Year quarter on or after the delivery of the first principal installment an amount not less than 1/2 of the amount of interest due on the next interest payment date on all outstanding installments of the Bond not delivered during the then current interest payment period.

Upon any delivery of an installment of the Bond there shall be set aside at the time of such delivery and on the first day of each quarter of the Fiscal Year thereafter to the next principal payment date an amount equal to that fraction of the amount of principal due on the next principal payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next principal payment date. There shall also be set aside each Fiscal Year quarter on or after the first day of the Fiscal Year quarter after payment of the first principal

installment of the Bond, an amount not less than 1/4 of the amount of principal due on the next principal payment date. Except as hereinafter provided, no further deposits shall be made into the Bond and Interest Redemption Account (excluding the Bond Reserve Account) once the aforesaid sums have been deposited therein. Any amount on deposit in the Bond and Interest Redemption Account (excluding the Bond Reserve Account) in excess of (a.) the amount needed for payment of principal installments of the Bond for the then current principal payment period, plus (b.) interest on the Bond for the then current interest payment period, shall be used by the Issuer for redemption of principal installments of the Bond in the manner set forth in Section 10 hereof, but if such use is impracticable, shall be deposited in or credited to the Receiving Fund.

If for any reason there is a failure to make such quarterly deposit in the amounts required, then the entire amount of the deficiency shall be set aside and deposited in the Bond and Interest Redemption Account out of the Revenues first received thereafter which are not required by this Ordinance to be deposited in the Operation and Maintenance Account or in the Bond and Interest Redemption Account, which amount shall be in addition to the regular quarterly deposit required during such succeeding quarter or quarters.

There is hereby recognized in the Bond and Interest Redemption Account a separate account designated as the BOND RESERVE ACCOUNT (the "Bond Reserve Account"). Commencing October 1, 2025, there shall be withdrawn from the Receiving Fund at the beginning of each Fiscal Year quarter and set aside in and transferred to the Bond Reserve Account, after provision has been made for the Operation and Maintenance Account and the current requirements of the Bond and Interest Redemption Account, the sum of at least \$7,580.25 per quarter (\$30,321 annually) until there is accumulated in such account the lesser of the sum of \$303,210 or the Reserve Amount. Except as hereinafter provided, no further deposits shall be made into the Bond and Interest Redemption Account for the purposes of the Bond Reserve Account once the lesser of the sum of \$303,210 or the Reserve Amount has been deposited therein. The moneys in the Bond Reserve Account shall be used solely for the payment of the principal installments of and interest on the Bond as to which there would otherwise be default; provided however, that in the event the amount on deposit in the Bond Reserve Account exceeds the Reserve Amount, the moneys in excess of the Reserve Amount shall be used to pay the principal installment of and interest on the Bond on the next payment date.

If at any time it shall be necessary to use moneys in the Bond Reserve Account for such payment, then the moneys so used shall be replaced from the Net Revenues first received thereafter which are not required by this Ordinance to be used for operation and maintenance or for current principal and interest requirements for the Bond.

No further payments need be made into the Bond and Interest Redemption Account after enough of the principal installments of the Bond have been retired so that the amount then held in the Bond and Interest Redemption Account (including the Bond Reserve Account), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

The moneys in the Bond and Interest Redemption Account and the Bond Reserve Account shall be invested in accordance with Section 13 of this Ordinance, and profit realized or

income earned on such investment shall be used or transferred as provided in Section 13 of this Ordinance.

(3) Repair, Replacement and Improvement Account. There shall next be established and maintained a fund, separate depository account, designated SEWAGE COLLECTION SYSTEM REPAIR, REPLACEMENT AND IMPROVEMENT ACCOUNT or such other designation determined by the Treasurer (the "Replacement Account"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System.

After the transfers required in (1) and (2) above, and so long as any principal installments of the Bond remain outstanding, commencing October 1, 2025, revenues shall be transferred each Fiscal Year quarter from the Receiving Fund and deposited in the Replacement Account in an amount not less than \$3,266.75 (\$13,067 annually). Moneys in the Replacement Account shall be used and disbursed only for the purpose of paying the cost of (a) repairing any damage to and emergency maintenance of the System, (b) repairing or replacing obsolete, deteriorating, deteriorated or worn out portions of the System, (c) acquiring and constructing extensions and improvements to the System and (d) when necessary, for the purpose of making payment of principal and interest on the Bond. If the amounts in the Bond and Interest Redemption Account (including the Bond Reserve Account) are not sufficient to pay the principal of and interest on the Bond and the Prior Bonds when due, the moneys in the Replacement Account shall be transferred to the Bond and Interest Redemption Account and used for that purpose. Moneys in the Replacement Account may be invested in accordance with Section 13 of this Ordinance.

(4) Reverse Flow of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Bond and Interest Redemption Account (including the Bond Reserve Account), or the Replacement Account, any moneys and/or securities in the funds of the System described by this Ordinance shall be transferred, first, to the Operation and Maintenance Account, second, the Bond and Interest Redemption Account, and third, to the Replacement Account.

Section 13. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bond may be invested by the legislative body of the Issuer on behalf of the Issuer in the obligations and instruments permitted for investment by Section 24 of Act 94, as the same may be amended from time to time; provided, however, that as long as the Bond is held by the Government, then the investment may be limited to the obligations and instruments permitted by the Government. Investment of moneys in the Bond and Interest Redemption Account being accumulated for payment on the next maturing principal or interest payment on the Bond shall be limited to obligations and instruments bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bond. Investment of moneys in the Bond Reserve Account shall be limited to obligations and instruments invested in accordance with the Issuer's investment policy pursuant to Act 20, Public Acts of Michigan, 1943, as amended. In the event investments are made, any securities representing the same shall be kept on deposit with the Depository Bank. Interest income earned on investment of funds in the Receiving Fund, the Operation and Maintenance Account and the Bond and Interest Redemption Account (except the Bond Reserve Account), shall be deposited in or credited to the Receiving Fund. Interest income earned on the investment of funds in the Bond Reserve Account shall be deposited in the Bond and Interest Redemption Account.

Section 14. Rates and Charges. Rates and charges for the services of the System have been fixed by ordinance in an amount sufficient to pay the costs of operating, maintaining and administering the System, to pay the principal of and interest on the Bond and to meet the requirements for repair, replacement, reconstruction and improvement and all other requirements provided herein, and otherwise comply with the covenants herein provided. The Issuer hereby covenants and agrees to fix and maintain at all times while any of the Bond shall be outstanding such rates for service furnished by the System as shall be sufficient to provide for the foregoing expenses, requirements and covenants, and to create a bond and interest redemption fund (including a bond reserve account) for all such Bond. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining, repairing, and operating the same and the amounts necessary for the retirement of all of the Bond, and accruing interest on all of the Bond, and there shall be charged such rates and charges as shall be adequate to meet the requirements of this Section and Section 12 of this Ordinance.

Section 15. No Free Service. No free service shall be furnished by the System to any individual, firm or corporation, public or private or to any public agency or instrumentality.

Section 16. Covenants. The Issuer covenants and agrees, so long as any of the Bonds hereby authorized remain unpaid, as follows:

(a) It will comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b)(i) It will maintain complete books and records relating to the operation and financial affairs of the System. If the Government is the holder of any of the Bond, the Government shall have the right to inspect the System and the records, accounts, and data relating thereto at all reasonable times.

(ii) It will file with the Government each year, as soon as is possible, not later than ninety (90) days after the close of the Fiscal Year, a report made in accordance with the accounting method of the Issuer, completely setting forth the financial operation of such Fiscal Year.

(iii) It will cause an annual audit of such books of record and account for the preceding Fiscal Year to be made each year by a recognized independent certified public accountant, and will cause such accountant to mail a copy of such audit to the Government, without request of the Government, or to the manager of the syndicate or account purchasing any series of the Bond. Such audit shall be completed and so made available not later than six (6) months after the close of each Fiscal Year, and said audit may, at the option of the Issuer, be used in lieu of the statement on forms prepared by the Department of Treasury and all purposes for which said forms are required to be used by this Ordinance.

(c) It will maintain and carry, for the benefit of the holders of the Bond, insurance on all physical properties of the System, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. The

amount of said insurance shall be approved by the Government. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling the Bond.

(d) It will not borrow any money from any source or enter into any contract or agreement to incur any other liabilities that may in any way be a lien upon the Revenues or otherwise encumber the System so as to impair Revenues therefrom, without obtaining the prior written consent of the Government, nor shall it transfer or use any portion of the Revenues derived in the operation of the System for any purpose not herein specifically authorized.

(e) It will not voluntarily dispose of or transfer its title to the System or any part thereof, including lands and interest in land, sale, mortgage, lease or other encumbrances, without obtaining the prior written consent of the Government.

(f) Any extensions to or improvements of the System shall be made according to sound engineering principles and specifications shall be submitted to the Government for prior review.

Section 17. Additional Bonds. The Issuer may issue additional bonds of equal standing with the Bond for the following purposes and on the following conditions:

(a) To complete construction of the Project according to the plans referred to in Section 1, additional bonds may be issued in the amount necessary therefor.

(b) For the purpose of making replacement or extension of the System or refunding the Bond if:

(i) The augmented net revenues of the System for the Fiscal Year preceding the year in which such additional bond is to be issued were 100 percent of the average annual debt service requirements on the Bond and any bonds of equal standing then outstanding and those proposed to be issued net of any bonds to be refunded by the new issue; or

(ii) The holders of at least 75 percent of the Bond and any bonds of equal standing then outstanding consent to such issue in writing.

For purposes of this Section the term "augmented net revenues" shall mean the Net Revenues of the System for a year, adjusted to reflect the effect of any rate increase placed in effect during that year (but not in effect for the whole year), placed in effect subsequent to the year or scheduled, at the time the new bond is authorized, to be placed in effect before principal of and interest on the new bond become payable from Revenues of the System, and augmented by any increase in Revenues or decrease in expenses estimated to accrue from the improvements to be acquired from the new bond. The adjustments and augmentations provided for in the preceding sentence shall be established by certificate of an independent consulting engineer filed with the Clerk of the Issuer. If a new bond is issued within 4 months of the end of a Fiscal Year,

the determination made in subsection (b)(i) of this Section may be based upon the results of a Fiscal Year ending within 16 months of the date of issuance of the new bond.

The funds herein established shall be applied to all additional bonds issued pursuant to this Section as if said bonds were part of the original bond issue and all Revenue from any such extension or replacement constructed by the proceeds of an additional bond issue shall be paid to the Receiving Fund mentioned in this Ordinance.

Except as otherwise specifically provided so long as the Bond herein authorized is outstanding, no additional bonds or other obligations pledging any portion of the Revenues of the System shall be incurred or issued by the Issuer unless the same shall be junior and subordinate in all respects to the Bond herein authorized.

Section 18. Ordinance Shall Constitute Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the bondholders and after the issuance of the Bond this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders nor shall the Issuer adopt any law, ordinance or resolution in any way adversely affecting the rights or the holders so long as the Bond or interest thereon remains unpaid.

Section 19. Refunding of Bond. If at any time it shall appear to the Government that the Issuer is able to refund upon call for redemption or with consent of the Government the then outstanding Bond by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the Issuer will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government, and will take all such actions as may be required in connection with such loans.

Section 20. Default of Issuer. If there shall be default in the Bond and Interest Redemption Account, provisions of this Ordinance or in the payment of principal of or interest on any of the Bond, upon the filing of a suit by 20 percent of the holders of the Bond, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Bond and for the payment of operation, maintenance and administrative expenses and to apply Revenues in accordance with this Ordinance and the laws of the State of Michigan.

The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Issuer's obligations, all contracts and other rights of the Issuer, conditionally, for such time only as such receiver or operation shall operate by authority of the court.

The holders of 20 percent of the then outstanding principal amount of the Bond in the event of default may require by mandatory injunction the raising of rates in a reasonable amount.

Section 21. Ordinance Subject to Michigan Law and Government Regulations. The provisions of this Ordinance are subject to the laws of the State of Michigan and to the present

and future regulations of the Government not inconsistent with the express provisions hereof and Michigan law.

Section 22. Fiscal Year of System. The fiscal year for operating the System shall be the Fiscal Year.

Section 23. Issuer Subject to Loan Resolution. So long as the Government is holder of any of the Bond, the Issuer shall be subject to the loan resolution (RUS Bulletin 1780-27) and shall comply with all provisions thereof.

Section 24. Covenant Not to Defease. So long as the Government is the holder of the Bond the Issuer covenants that it will not defease the Bond held by the Government.

Section 25. Conflict and Severability. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed, and each section of this Ordinance and each subdivision of any section hereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Ordinance.

Section 26. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 27. Negotiated Sale to the Government. The Issuer has considered the option of selling the Bond through a competitive sale and a negotiated sale and determines to sell the Bonds to the Government at a negotiated sale in order to obtain terms not generally available from conventional municipal bond market sources and for the opportunities provided by a negotiated sale to the Government to select and adjust the terms of the Bond, including the prepayment of the principal of the Bonds at any time without premium.

Section 28. Publication and Recordation. This Ordinance shall be published in full in *Tuscola County Advertiser*, a newspaper of general circulation in the Issuer, qualified under State law to publish legal notices, promptly after its adoption, and the same shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Village President and the Village Clerk.

Section 29. Effective Date. This Ordinance is hereby determined by the Village Council to be immediately necessary for the preservation of the peace, health and safety of the Issuer and shall be in full force and effect from and after its passage and publication as required by law.

ADOPTED AND SIGNED JULY 28, 2025.

Signed 
Village President

Signed 
Village Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Village Council of the Village of Cass City, County of Tuscola, State of Michigan, at a regular meeting held on July 28, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


I further certify that the following Trustees were present at said meeting: **Benkelman, Dorland, Griesing, Goka, Kirn, Oslund and President Piaskowski**, that the following Trustees were absent: **None**.

I further certify that Trustee **Kirn** moved adoption of said Ordinance, and that said motion was supported by Trustee Griesing.

I further certify that the following Trustees voted for adoption of said Ordinance: : **Benkelman, Dorland, Griesing, Goka, Kirn, Oslund and President Piaskowski**, and that the following Trustees voted against adoption of said Ordinance: **None**.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Village President and the Village Clerk.


Robert Piaskowski, Village President


Nanette Walsh, Village Clerk

44175787.5/105478.00010

VILLAGE OF CASS CITY

Ordinance No. 209

ORDINANCE TO AUTHORIZE THE SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY

The Village of Cass City ordains:

1. Pursuant to the provisions of Chapter VII, Section 4 of 1895 P.A. 3, as amended by 1974 PA 67 and 1998 PA 254 and 1998 PA 255 (M.C.L.67.4, M.S.AA. 5.1288), the council of the Village of Cass City determines to make a private sale of the real property described on the terms and conditions herein set forth to **DJ's TOILETS & SEPTIC, LLC**, a Michigan limited liability company, as purchaser.
2. Acceptance of Preliminary Agreement. The Village's written offer to sell dated April 11, 2025, was accepted by the Seller in writing on April 29, 2025, and the Village President and Village Clerk are authorized and directed to take the necessary steps to perform the obligations of the Village to complete the transfer of property. The Village manager, Village officers and their successors in office are further authorized to sign contracts and deeds of conveyance as may be required pursuant to the preliminary agreement upon fulfillment of the preliminary agreement. The Village Manager is authorized to pay the seller the agreed upon purchase price on or before the signing of the deed to complete the transfer.
3. Description of Land. The land hereby authorized to be sold is described as follows: DESCRIPTION FOR PARCEL 'A' SURVEYED

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH ¼ LINE OF SAID SECTION 33, 356.33 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH ¼ LINE 264.0 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH ¼ LINE 264.0 FEET; THENCE N87°36'57"E 330.01 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.0 ACRES OF LAND. SUBJECT TO A 25 FOOT UTILITY EASEMENT, DESCRIBED AS: COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 33; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH ¼ LINE 489.0 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH ¼ LINE 25.0 FEET; THENCE S87°38'31"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH ¼ LINE 25.0 FEET; THENCE N87°38'31"E 330.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

Tax ID Number: 035-033-001-0700-01-2.00 Acres (Parcel A)

Village of Cass City, Tuscola County, Michigan and more particularly described on attached Exhibit "1" which is incorporated by reference.

4. This ordinance shall be immediately effective upon publication in accordance with the law.

After publication, this ordinance shall be effective immediately.

At a Regular Meeting of the Village of Cass City Council on the 28th day of July, 2025,

A MOTION TO CONDUCT THE SECOND READING AND ADOPT THE VILLAGE OF CASS CITY, MI PROPOSED ORDINANCE #209, "ORDINANCE TO AUTHORIZE THE SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY"

Was offered by **Trustee Griesing**, and supported by **Trustee Oslund**

Ayes: Benkelman, Griesing, Goka, Kirn, Oslund, Piaskowski, Nays: 0, Abstain: Dorland


Resolution: Approved

Robert Piaskowski, Village President, ***Nanette Walsh***, Village Clerk/Treasurer

Notice of adoption published in the Tuscola County Advertiser on July 30, 2025.

CERTIFICATION

I, Nanette Walsh, Clerk of the Village of Cass City, do hereby certify that this is a true and correct copy of the ordinance duly adopted by the Village of Cass City on the 28th day of July, 2025.

 7.28.2025
Village Clerk

CERTIFICATE OF SURVEY

CLIENT: DJ'S SEPTIC SERVICE
STREET: 5055 CANBORO RD.
CITY: OWENDEALE, MI 48754

PART OF NE 1/4 OF SW 1/4 OF SEC 33 T14N-R11E ELKLAND TWP. TUSCOLA COUNTY

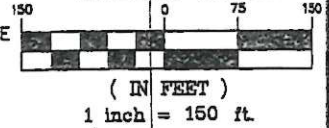
NOTES:

1/2" STEEL STAKES WERE PLACED AT POINTS MARKED THUS (O). FOUND STEEL STAKES AT POINTS MARKED THUS (●). FD CONC MON AT POINTS MARKED THUS (■).

BEARING BASIS:

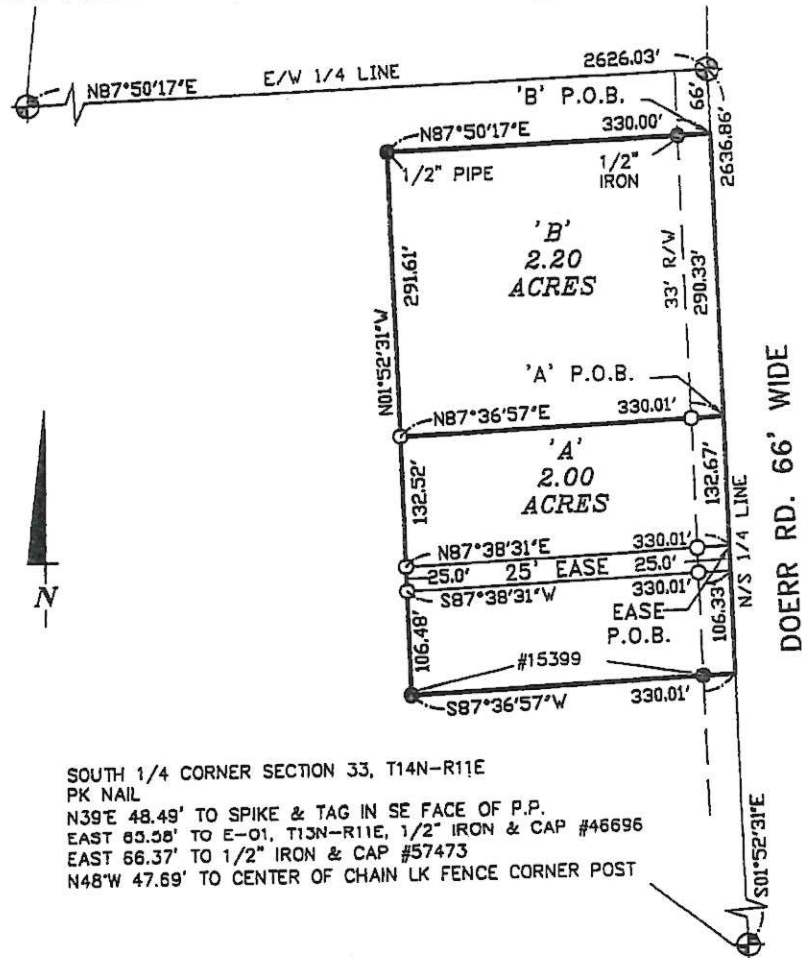
BEARING ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, MICHIGAN SOUTH ZONE, HORIZONTAL DATUM (N.A.D.83), INTERNATIONAL SURVEY FEET.

GRAPHIC SCALE



WEST 1/4 CORNER SECTION 33, T14N-R11E
FD 1" SQUARE IRON
N15°E 82.74' TO NAIL & TAG #11192 IN P.P.
WEST 14.25' TO NAIL & TAG #11192 IN WOOD POST
S10°E 163.68' TO NAIL & TAG #11192 IN P.P.
N87°50'17"E 2626.03' TO C 1/4 CORNER

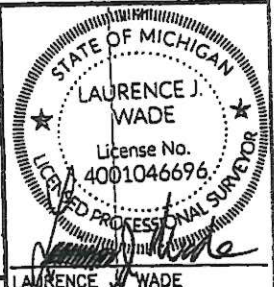
CENTER OF SECTION 33, T14N-R11E
PK NAIL IN C/L OF RD.
N32°E 108.65' TO NAIL & TAG IN SW FACE OF P.P.
N90°E 37.35' TO CENTER OF RD SIGN POST
S45°E 58.75' TO NAIL IN NE FACE OF WOOD POST
N83°W 31.62' TO PK IN S FACE OF P.P.



CASE SURVEYING

707 EAST HURON AVE.
BAD AXE, MICHIGAN 48413
PHONE 989 269-8142 FAX 989 269-7712

I HEREBY CERTIFY that I have surveyed and mapped the above or attached described parcel(s) of land, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that the survey is in full compliance with Section No. 3, Act 132, P.A. 1970, as amended by 1992 P.A. 183 and 2018 P.A. 193.



Drawn By: IMW Check By: LW Date: 35-11-025 Job No: 14055 Scale: 1" = 150'

CERTIFICATE OF SURVEY

CLIENT: DJ'S SEPTIC SERVICE
STREET: 5055 CANBORO RD.
CITY: OWENDALE, MI 48754

PART OF NE 1/4 OF SW 1/4 OF SEC 33

T14N-R11E

ELKLAND TWP.

TUSCOLA COUNT

DESCRIPTION FOR PARCEL 'A' SURVEYED:

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH 1/4 LINE OF SAID SECTION 33, 356.33 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 264.0 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 264.0 FEET; THENCE N87°36'57"E 330.01 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.0 ACRES OF LAND. SUBJECT TO A 25 FOOT UTILITY EASEMENT, DESCRIBED AS: COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 489.0 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 25.0 FEET; THENCE S87°38'31"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 25.0 FEET; THENCE N87°38'31"E 330.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION FOR PARCEL 'B' SURVEYED:

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH 1/4 LINE OF SAID SECTION 33, 66.0 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 290.33 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 291.61 FEET; THENCE N87°50'17"E PARALLEL WITH THE EAST/WEST 1/4 LINE OF SAID SECTION 33, 330.0 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.20 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

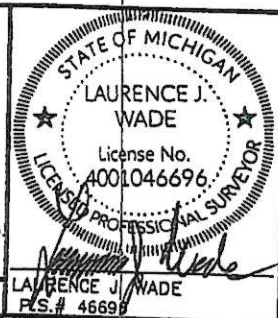


CASE SURVEYING

707 EAST HURON AVE.
BAD AXE, MICHIGAN 48413

PHONE 989 269-9142 FAX 989 269-7712

I HEREBY CERTIFY that I have surveyed and mapped the above or attached described parcel(s) of land, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that the survey is in full compliance with Section No. 3, Act 132, P.A. 1970, as amended by 1992 P.A. 183 and 2018 P.A. 193.



Drawn By: IMW Check By: LW Date: -36-, 025 Job No: 14055 Scale: N/A

© 2018 CASE SURVEYING

Sheet 2 of 2 Sheets

VILLAGE OF CASS CITY

Ordinance No. 210

ORDINANCE TO AUTHORIZE THE SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY

The Village of Cass City ordains:

1. Pursuant to the provisions of Chapter VII, Section 4 of 1895 P.A. 3, as amended by 1974 PA 67 and 1998 PA 254 and 1998 PA 255 (M.C.L.67.4, M.S.AA. 5.1288), the council of the Village of Cass City determines to make a private sale of the real property described on the terms and conditions herein set forth to **JAY FOLSKE**, as purchaser.
2. Acceptance of Preliminary Agreement. The Village's written offer to sell dated May 29, 2025, was accepted by the Seller in writing on May 29, 2025, and the Village President and Village Clerk are authorized and directed to take the necessary steps to perform the obligations of the Village to complete the transfer of property. The Village manager, Village officers and their successors in office are further authorized to sign contracts and deeds of conveyance as may be required pursuant to the preliminary agreement upon fulfillment of the preliminary agreement. The Village Manager is authorized to pay the seller the agreed upon purchase price on or before the signing of the deed to complete the transfer.
3. Description of Land. The land hereby authorized to be sold is described as follows:

DESCRIPTION FOR PARCEL 'B' SURVEYED

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER ¼ CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH ¼ LINE OF SAID SECTION 33, 66.0 FEET TO THE POINT OF THE BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH ¼ LINE 290.33 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH ¼ LINE 291.61 FEET; THENCE N87°50'17"E PARALLEL WITH THE EAST/WEST ¼ LINE OF SAID SECTION 33, 330.0 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.20 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

Tax ID Number: 035-033-001-0700-02- 2.20 Acres (Parcel B)

Village of Cass City, Tuscola County, Michigan and more particularly described on attached Exhibit "1" which is incorporated by reference.

4. This ordinance shall be immediately effective upon publication in accordance with the law.

After publication, this ordinance shall be effective immediately.

At a Regular Meeting of the Village of Cass City Council on the 28th day of July, 2025,

A MOTION TO CONDUCT THE SECOND READING AND ADOPT THE VILLAGE OF CASS CITY, MI PROPOSED ORDINANCE #210, "ORDINANCE TO AUTHORIZE THE SALE OF CERTAIN VILLAGE-OWNED REAL PROPERTY"

Was offered by **Trustee Benkelman**, and supported by **Trustee Oslund**

Ayes: Benkelman, Griesing, Goka, Kim, Oslund, Piaskowski, Nays: 0, Abstain: Dorland

Resolution: Approved

Robert Piaskowski, Village President, ***Nanette Walsh***, Village Clerk/Treasurer

Notice of adoption published in the Tuscola County Advertiser on July 30, 2025.

CERTIFICATION

I, Nanette Walsh, Clerk of the Village of Cass City, do hereby certify that this is a true and correct copy of the ordinance duly adopted by the Village of Cass City on the 28th day of July, 2025

 7-28-2025
Village Clerk

EX 1

CERTIFICATE OF SURVEY

CLIENT: DJ'S SEPTIC SERVICE
STREET: 5055 CANBORO RD.
CITY: OWENDALE, MI 48754

PART OF NE 1/4 OF SW 1/4 OF SEC 33 T14N-R11E ELKLAND TWP. TUSCOLA COUNTY

NOTES:

1/2" STEEL STAKES WERE PLACED AT POINTS MARKED THUS (O). FOUND STEEL STAKES AT POINTS MARKED THUS (●). FD CONC MON AT POINTS MARKED THUS (■).

BEARING BASIS:

BEARING ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, MICHIGAN SOUTH ZONE, HORIZONTAL DATUM (N.A.D.83), INTERNATIONAL SURVEY FEET.

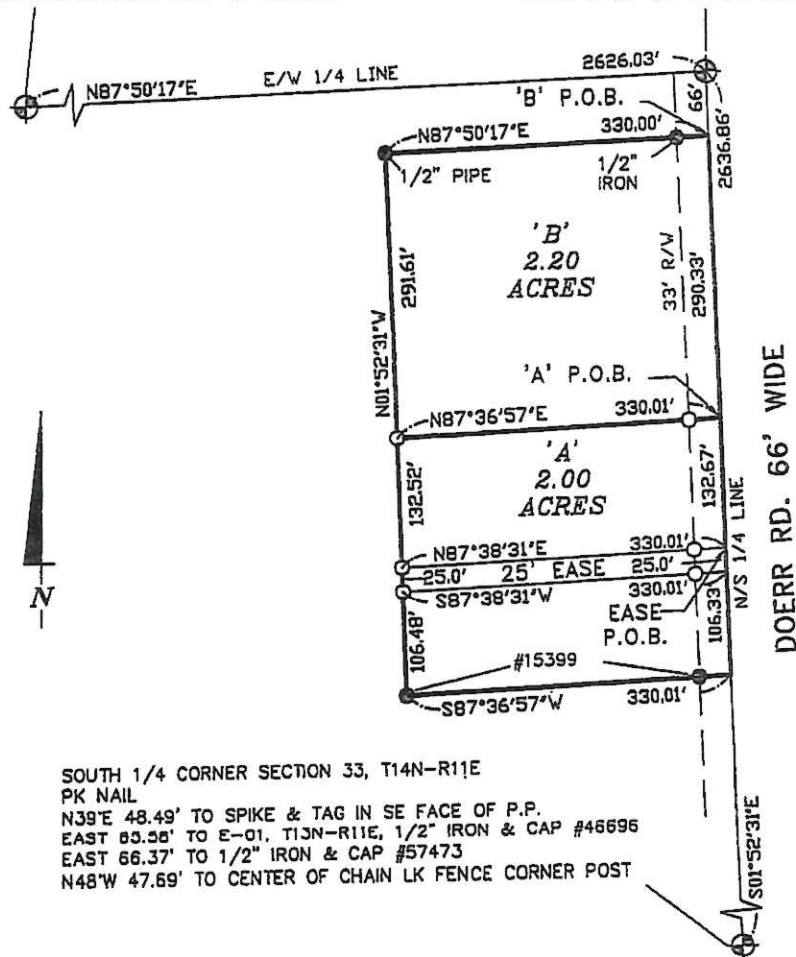
GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.

WEST 1/4 CORNER SECTION 33, T14N-R11E
FD 1" SQUARE IRON
N15°E 82.74' TO NAIL & TAG #11192 IN P.P.
WEST 14.25' TO NAIL & TAG #11192 IN WOOD POST
S10°E 163.68' TO NAIL & TAG #11192 IN P.P.
N87°50'17"E 2626.03' TO C 1/4 CORNER

CENTER OF SECTION 33, T14N-R11E
PK NAIL IN C/L OF RD.
N32°E 108.65' TO NAIL & TAG IN SW FACE OF P.P.
N90°E 37.35' TO CENTER OF RD SIGN POST
S45°E 58.75' TO NAIL IN NE FACE OF WOOD POST
N83°W 31.62' TO PK IN S FACE OF P.P.



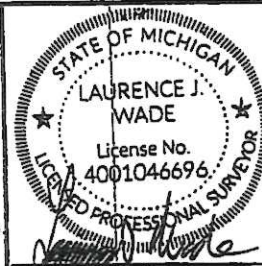
SOUTH 1/4 CORNER SECTION 33, T14N-R11E
PK NAIL
N39°E 48.49' TO SPIKE & TAG IN SE FACE OF P.P.
EAST 63.58' TO E-01, T13N-R11E, 1/2" IRON & CAP #46696
EAST 66.37' TO 1/2" IRON & CAP #57473
N48°W 47.69' TO CENTER OF CHAIN LK FENCE CORNER POST



CASE SURVEYING

707 EAST HURON AVE.
BAD AXE, MICHIGAN 48413
PHONE 989 269-9142 FAX 989 269-7712

I HEREBY CERTIFY that I have surveyed and mapped the above or attached described parcel(s) of land, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that the survey is in full compliance with Section No. 3, Act 132, P.A. 1970, as amended by 1992 P.A. 183 and 1993 P.A. 193.



Drawn By: IMW Check By: LW Dat-39-5-2025 Job No: 14055 Scale: 1" = 150'

CERTIFICATE OF SURVEY

CLIENT: DJ'S SEPTIC SERVICE
STREET: 5055 CANBORO RD.
CITY: OWENDALE, MI 48754

PART OF NE 1/4 OF SW 1/4 OF SEC 33	T14N-R11E	ELKLAND TWP.	TUSCOLA COUNT
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DESCRIPTION FOR PARCEL 'A' SURVEYED:

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH 1/4 LINE OF SAID SECTION 33, 356.33 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 264.0 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 264.0 FEET; THENCE N87°36'57"E 330.01 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.0 ACRES OF LAND. SUBJECT TO A 25 FOOT UTILITY EASEMENT, DESCRIBED AS: COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 489.0 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 25.0 FEET; THENCE S87°38'31"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 25.0 FEET; THENCE N87°38'31"E 330.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION FOR PARCEL 'B' SURVEYED:

A PARCEL OF LAND BEING IN AND A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, T14N-R11E, ELKLAND TOWNSHIP, TUSCOLA COUNTY, MICHIGAN, DESCRIBED AS: AS COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 33, THENCE S01°52'31"E ALONG THE NORTH/SOUTH 1/4 LINE OF SAID SECTION 33, 66.0 FEET TO THE POINT OF BEGINNING; THENCE S01°52'31"E ALONG THE SAID NORTH/SOUTH 1/4 LINE 290.33 FEET; THENCE S87°36'57"W 330.01 FEET; THENCE N01°52'31"W PARALLEL WITH THE SAID NORTH/SOUTH 1/4 LINE 291.61 FEET; THENCE N87°50'17"E PARALLEL WITH THE EAST/WEST 1/4 LINE OF SAID SECTION 33, 330.0 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 2.20 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

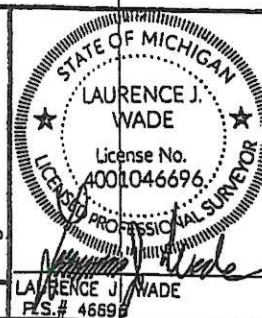


CASE SURVEYING

707 EAST HURON AVE.
BAD AXE, MICHIGAN 48413

PHONE 989 269-9142 FAX 989 269-7712

I HEREBY CERTIFY that I have surveyed and mapped the above or attached described parcel(s) of land, that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying; and that the survey is in full compliance with Section No. 3, Act 132, P.A. 1970, as amended by 1992 P.A. 183 and P.A. 193.



Drawn By: IMW Check By: LW Date: 40-6-2025 Job No: 14055 Scale: N/A

Village of Cass City

Financial Statements

Month Ending 7/31/25

58% of Fiscal Year

REVENUE REPORT

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

ACTIVITY FOR

MONTH 07/31/25

INCR (DECR)

YTD BALANCE

07/31/2025

NORM (ABNORM)

ENCUMBERED

YEAR-TO-DATE

UNENCUMBERED

BALANCE

% BDGT

USED

GL NUMBER	DESCRIPTION	2025	AMENDED BUDGET	2025	MONTH 07/31/25	INCR (DECR)	YTD BALANCE	07/31/2025	NORM (ABNORM)	ENCUMBERED	UNENCUMBERED	% BDGT
Fund 101 - GENERAL FUND												
101-000-402.000	REAL PROPERTY TAXES	677,990.00		90,855.19			114,303.83			0.00	563,686.17	16.86
101-000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	37,000.00		5,053.13			6,357.21			0.00	30,642.79	17.18
101-000-405.000	SPECIAL ASSESSMENT REVENUES	71,200.00		0.00			0.00			0.00	71,200.00	0.00
101-000-410.000	PERSONAL PROPERTY TAXES	60,393.00		6,350.66			6,350.66			0.00	54,042.34	10.52
101-000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	3,000.00		353.26			353.26			0.00	2,646.74	11.78
101-000-445.000	PENALTIES & INTEREST TAXES	262.00		0.00			0.00			0.00	262.00	0.00
101-000-447.000	COLLECTION FEES TAXES	11,000.00		1,413.48			1,754.38			0.00	9,245.62	15.95
101-000-451.000	LIQUOR LICENSE FEES	2,000.00		0.00			385.00			0.00	1,615.00	19.25
101-000-543.000	STATE GRANT-PA 302 FUNDS	1,043.00		0.00			1,042.50			0.00	0.50	99.95
101-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	165,000.00		0.00			90,417.66			0.00	74,582.34	54.80
101-000-574.000	STATE SHARED REVENUE	328,786.00		0.00			86,804.00			0.00	241,982.00	26.40
101-000-575.000	STATE SHARED REV, EVIP	61,791.00		0.00			22,212.00			0.00	39,579.00	35.95
101-000-581.000	REVENUES, CCPS: SCHOOL.RESOURCE.OFFICER	70,000.00		0.00			26,709.53			0.00	43,290.47	38.16
101-000-582.000	REVENUES, MCOLES GRANT, CPE/TRAINING	6,000.00		0.00			6,000.00			0.00	0.00	100.00
101-000-584.000	RESTITUTION FUNDS, CCPD	21.00		0.00			20.74			0.00	0.26	98.76
101-000-607.000	CABLE FRANCHISE FEES	30,000.00		0.00			7,442.56			0.00	22,557.44	24.81
101-000-608.000	ZONING PERMIT FEES	5,000.00		0.00			845.00			0.00	4,155.00	16.90
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	2,800.00		0.00			685.64			0.00	2,114.36	24.49
101-000-640.000	REFUSE FEES	177,797.00		127.90			80,734.64			0.00	97,062.36	45.41
101-000-651.000	SWIMMING FEES	73,388.00		13,483.81			58,414.75			0.00	14,973.25	79.60
101-000-652.000	ARTS / CRAFTS FEES	31,200.00		4,555.00			23,272.14			0.00	7,927.86	74.59
101-000-653.000	OTHER RECREATION FEES	5,800.00		245.00			3,620.00			0.00	2,180.00	62.41
101-000-655.000	ORDINANCE FINES	1,500.00		158.73			575.67			0.00	924.33	38.38
101-000-662.000	REFUSE PENALTIES	3,976.00		233.03			1,692.16			0.00	2,283.84	42.56
101-000-664.000	INTEREST & DIVIDENDS	15,000.00		820.86			5,292.63			0.00	9,707.37	35.28
101-000-671.000	MISCELLANEOUS REIMBURSEMENT	5,000.00		450.00			3,178.89			0.00	1,821.11	63.58
101-000-674.000	POOL DONATIONS/SPONSORSHIPS	5,500.00		0.00			300.00			0.00	5,200.00	5.45
101-000-675.000	DONATIONS FROM PUBLIC & PRIVATE	10,000.00		(2,000.00)			2,400.00			0.00	7,600.00	24.00
101-000-678.000	DONATIONS, MUSIC IN THE PARK	3,300.00		2,000.00			3,300.00			0.00	0.00	100.00
101-000-699.000	TRANSFERS IN, ADMIN CHRG	211,811.00		0.00			211,811.00			0.00	0.00	100.00
101-000-699.100	TRANSFER IN FROM FUND BALANCE	48,000.00		0.00			0.00			0.00	48,000.00	0.00

Fund 101 - GENERAL FUND:

TOTAL REVENUES 2,126,558.00 139,048.05 766,275.85 0.00 1,360,282.15 36.03

EXPENDITURE REPORT

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/25 INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 101 - GENERAL FUND							
101 - COUNCIL		8,008.00	0.00	1,864.27	0.00	6,143.73	23.28
172 - ADMINISTRATIVE		168,898.00	14,636.10	95,663.51	926.62	72,307.87	57.19
215 - CLERK STAFF		203,043.00	17,074.39	112,444.00	0.00	90,599.00	55.38
223 - FINANCE		20,500.00	3,900.00	18,940.00	0.00	1,560.00	92.39
261 - GENERAL GOVERNMENT		110,902.00	5,041.56	77,484.16	0.00	33,417.84	69.87
262 - ELECTIONS		107.00	0.00	0.00	0.00	107.00	0.00
265 - BUILDINGS & GROUNDS		38,013.00	2,723.41	19,327.71	0.00	18,685.29	50.85
291 - COMMUNITY PROMOTION (PA 359)		43,144.00	8,042.81	24,993.79	1,550.00	16,600.21	61.52
301 - POLICE DEPARTMENT		697,872.00	58,987.11	380,592.70	0.00	317,279.30	54.54
315 - CRIME & SAFETY		17,300.00	0.00	17,293.66	0.00	6.34	99.96
441 - MISC GOVERNMENT		13,500.00	0.00	13,500.00	0.00	0.00	100.00
441 - PUBLIC WORKS		87,203.00	689.28	5,072.41	0.00	82,130.59	5.82
520 - SOLID WASTE DISPOSAL		177,797.00	13,317.84	93,224.88	0.00	84,572.12	52.43
722 - PLANNING AND ZONING		71,732.00	1,039.62	20,315.33	0.00	51,416.67	28.32
752 - SWIMMING POOL		160,272.00	46,315.41	83,562.56	2,400.00	74,309.44	53.64
754 - PARKS DEPARTMENT		252,486.00	44,111.96	133,537.58	210.46	118,737.96	52.97
758 - RECREATION / DAYCAMP		23,852.00	11,175.39	16,959.40	0.00	6,892.60	71.10

Fund 101 - GENERAL FUND:

TOTAL EXPENDITURES

2,094,629.00

227,054.88

1,114,775.96

5,087.08

974,765.96

53.46

REVENUE REPORT

PERIOD ENDING 07/31/2025
% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH	INCR (DECR)				
			07/31/25					
Fund 202 - MAJOR STREET								
202-000-402.000	MJ ST REAL PROPERTY TAXES	28,247.00		0.00	0.00	0.00	28,247.00	0.00
202-000-410.000	MJ ST PERSONAL PROPERTY TAXES	2,392.00		0.00	0.00	0.00	2,392.00	0.00
202-000-539.000	STATE GRANT, DNR FORESTRY	5,000.00		0.00	0.00	0.00	5,000.00	0.00
202-000-553.000	MJ ST GAS & WEIGHT	295,864.00	24,276.08		127,883.64	0.00	167,980.36	43.22
202-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	7,372.00		0.00	4,559.73	0.00	2,812.27	61.85
202-000-607.000	PA 48 METRO ACT, TELECOM RT OF WAY	14,638.00		0.00	14,219.56	0.00	418.44	97.14
202-000-664.000	INTEREST & DIVIDENDS	7,280.00	2,178.99		8,486.76	0.00	(1,206.76)	116.58
202-000-671.000	MJ ST MISC. REIMBURSEMENT	6,968.00		0.00	0.00	0.00	6,968.00	0.00
202-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	51,576.00		0.00	19,539.26	0.00	32,036.74	37.88
202-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	33,621.00		0.00	33,621.43	0.00	(0.43)	100.00

Fund 202 - MAJOR STREET:

TOTAL REVENUES	452,958.00	26,455.07	208,310.38	0.00	244,647.62	45.99
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EXPENDITURE REPORT

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/25 INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 202 - MAJOR STREET							
463 - STREET MAINTENANCE		155,265.00	4,355.08	41,601.18	2,081.15	111,582.67	28.13
470 - R. O. W. MAINTENANCE		41,898.00	15,050.00	15,247.09	12,072.18	14,578.73	65.20
474 - SIGNS		7,758.00	573.24	620.23	0.00	7,137.77	7.99
478 - SNOW		103,381.00	0.00	15,185.52	0.00	88,195.48	14.69
486 - TRUNKLINE MAINTENANCE		6,933.00	2,045.28	2,226.20	0.00	4,706.80	32.11
488 - TRUNKLINE SWEEPING/FLUSHING		12,778.00	134.57	941.70	0.00	11,836.30	7.37
493 - STATE MONUMENT PROPERTY T.L.		1,322.00	83.35	280.04	0.00	1,041.96	21.18
494 - TRUNKLINE UTILITIES		12,300.00	40.37	241.96	0.00	12,058.04	1.97
497 - TRUNKLINE SNOW REMOVAL		44,706.00	0.00	31,567.09	0.00	13,138.91	70.61
502 - TRUNKLINE FRINGE BENEFITS		8,774.00	290.43	5,113.39	0.00	3,660.61	58.28

Fund 202 - MAJOR STREET:

TOTAL EXPENDITURES

395,115.00	22,572.32	113,024.40	14,153.33	267,937.27	32.19
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GL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		AMENDED BUDGET	MONTH 07/31/25	INCR (DECR)	07/31/2025				
					NORM (ABNORM)		YEAR-TO-DATE	BALANCE	USED
Fund 203 - LOCAL STREET									
203-000-402.000	REAL PROPERTY TAXES	243,579.00		36,284.76	45,649.39	0.00	0.00	197,929.61	18.74
203-000-410.000	PERSONAL PROPERTY TAXES	24,647.00		2,536.27	2,536.27	0.00	0.00	22,110.73	10.29
203-000-539.000	STATE GRANT, DNR FORESTRY	5,000.00		0.00	0.00	0.00	0.00	5,000.00	0.00
203-000-553.000	GAS & WEIGHT	116,532.00		9,378.22	49,395.89	0.00	0.00	67,136.11	42.39
203-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	66,395.00		0.00	41,037.73	0.00	0.00	25,357.27	61.81
203-000-664.000	INTEREST & DIVIDENDS	12,200.00		2,304.37	9,678.99	0.00	0.00	2,521.01	79.34
203-000-671.000	MISC REIMBURSEMENTS	2,726.00		0.00	0.00	0.00	0.00	2,726.00	0.00
203-000-690.000	1.5 MILLS CO. BRIDGE TAX	56,141.00		0.00	55,852.00	0.00	0.00	289.00	99.49
203-000-699.000	TRANSFER FROM FUND BALANCE	330,376.00		0.00	0.00	0.00	0.00	330,376.00	0.00

Fund 203 - LOCAL STREET:									
TOTAL REVENUES		857,596.00		50,503.62	204,150.27	0.00	0.00	653,445.73	23.80

EXPENDITURE REPORT

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/25		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			INCR	(DECR)				
Fund 203 - LOCAL STREET								
463 - STREET MAINTENANCE		627,176.00	26,025.48		112,064.99	240,003.30	275,107.71	56.14
470 - R. O. W. MAINTENANCE		64,541.00	15,575.00		15,667.12	12,147.18	36,726.70	43.10
474 - SIGNS		8,794.00	94.95		233.63	0.00	8,560.37	2.66
478 - SNOW		67,737.00	0.00		16,331.25	0.00	51,405.75	24.11
494 - TRUNKLINE UTILITIES		89,348.00	6,868.83		41,901.34	0.00	47,446.66	46.90

Fund 203 - LOCAL STREET:

TOTAL EXPENDITURES

857,596.00	48,564.26	186,198.33	252,150.48	419,247.19	51.11
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PERIOD ENDING 07/31/2025
 % Fiscal Year Completed: 58.08

ACTIVITY FOR
 2025 MONTH 07/31/25
 AMENDED BUDGET INCR (DECR)

YTD BALANCE
 07/31/2025
 NORM (ABNORM)

ENCUMBERED
 YEAR-TO-DATE

UNENCUMBERED
 BALANCE

% BDGT
 USED

GL NUMBER	DESCRIPTION	2025	MONTH 07/31/25	INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 244 - ECONOMIC DEVELOPMENT								
244-000-664.000	INTEREST & DIVIDENDS	250.00		196.63	374.92	0.00	(124.92)	149.97
244-000-671.000	MISC REVENUES, LAND SALE	0.00		36,877.00	36,877.00	0.00	(36,877.00)	100.00
244-000-691.000	TRANSFER FROM EDC FUND BALANCE	500.00		0.00	0.00	0.00	500.00	0.00
244-000-692.000	CONTRIBUTION FROM GENERAL FUND	13,500.00		0.00	13,500.00	0.00	0.00	100.00

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL REVENUES	14,250.00	37,073.63	50,751.92	0.00	(36,501.92)	356.15
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GL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT USED
		AMENDED BUDGET	INCR (DECR)	MONTH	07/31/25				
Fund 244 - ECONOMIC DEVELOPMENT									
001 - ADMINISTRATION		14,250.00	1,125.18			7,876.26	0.00	6,373.74	55.27
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Fund 244 - ECONOMIC DEVELOPMENT:									
TOTAL EXPENDITURES		14,250.00	1,125.18			7,876.26	0.00	6,373.74	55.27

REVENUE REPORT
PERIOD ENDING 07/31/2025
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GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH 07/31/25 INCR (DECR)					
Fund 248 - D.D.A.								
248-000-402.000	CAPTURED TAXES	27,636.00	0.00		0.00	0.00	27,636.00	0.00
248-000-403.000	CAPTURE TOWNSHIP TAXES	5,583.00	5,556.71		5,556.71	0.00	26.29	99.53
248-000-404.000	CAPTURE COUNTY TAXES	12,758.00	12,758.03		12,758.03	0.00	(0.03)	100.00
248-000-543.000	GRANT REVENUES, MEDC	17,000.00	0.00		17,000.00	0.00	0.00	100.00
248-000-625.000	MISC FEES	279.00	0.00		0.00	0.00	279.00	0.00
248-000-664.000	INTEREST & DIVIDENDS	375.00	46.12		379.95	0.00	(4.95)	101.32
248-000-678.000	DONATIONS, PUBLIC AND PRIVATE	1,235.00	0.00		1,235.00	0.00	0.00	100.00

Fund 248 - D.D.A.:

TOTAL REVENUES	64,866.00	18,360.86	36,929.69	0.00	27,936.31	56.93
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User: NAN

PERIOD ENDING 07/31/2025

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% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/25 INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED

Fund 248 - D.D.A.

001 - ADMINISTRATION

58,572.00	2,034.85	33,230.57	0.00	25,341.43	56.73
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008 - DDA DEBT SERVICE

6,294.00	524.41	3,412.95	0.00	2,881.05	54.23
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Fund 248 - D.D.A.:

TOTAL EXPENDITURES

64,866.00	2,559.26	36,643.52	0.00	28,222.48	56.49
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		2025	MONTH 07/31/25 INCR (DECR)				
	AMENDED BUDGET	520.00	0.00	0.00	0.00	520.00	0.00

Fund 408 - WATER RECREATION FUND
001 - ADMINISTRATION

Fund 408 - WATER RECREATION FUND:

TOTAL EXPENDITURES

520.00 0.00 0.00 0.00 520.00 0.00

REVENUE REPORT
PERIOD ENDING 07/31/2025
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GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH 07/31/25 INCR (DECR)					
Fund 590 - WASTEWATER TREATMENT								
590-000-609.000	SEWER MISC REVENUES	61,922.00	2,720.00		61,380.00	0.00	542.00	99.12
590-000-628.000	SEWER OMR FEES	445,754.00	37,347.30		225,989.54	0.00	219,764.46	50.70
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS	577,235.00	45,176.13		274,750.68	0.00	302,484.32	47.60
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	25,600.00	1,432.64		10,575.72	0.00	15,024.28	41.31
590-000-664.000	INTEREST & DIVIDENDS	15,080.00	3,073.71		12,201.41	0.00	2,878.59	80.91

Fund 590 - WASTEWATER TREATMENT:

TOTAL REVENUES	1,126,591.00	89,749.78	584,897.35	0.00	541,693.65	51.92
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GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/25 INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001 - ADMINISTRATION		242,271.00	12,078.99	164,182.77	0.00	78,088.23	67.77
002 - TREATMENT AND PUMPING		431,846.00	27,717.03	160,690.28	1,516.00	269,639.72	37.56
003 - COLLECTIONS		127,691.00	4,070.94	19,747.95	0.00	107,943.05	15.47
004 - MAINTENANCE		188,375.00	19,634.42	103,643.19	0.00	84,731.81	55.02
Fund 590 - WASTEWATER TREATMENT:							
TOTAL EXPENDITURES		990,183.00	63,501.38	448,264.19	1,516.00	540,402.81	45.42

GL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		AMENDED BUDGET	MONTH 07/31/25	INCR (DECR)	NORM (ABNORM)		YEAR-TO-DATE	BALANCE	
Fund 591 - WATER SYSTEM									
591-000-545.000	STATE GRANT - TMF LSLR	20,529.00		0.00	0.00	0.00	0.00	20,529.00	0.00
591-000-628.000	WATER OMR FEES	381,072.00	32,742.28		223,372.92	0.00	0.00	157,699.08	58.62
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS	414,022.00	35,649.92		172,036.43	0.00	0.00	241,985.57	41.55
591-000-636.000	CONNECTIONS	2,000.00	0.00		0.00	0.00	0.00	2,000.00	0.00
591-000-646.000	BULK WATER SALES REVENUE	3,200.00	1,970.00		2,982.50	0.00	0.00	217.50	93.20
591-000-662.000	SERVICE PENALTIES	20,000.00	909.39		7,698.74	0.00	0.00	12,301.26	38.49
591-000-664.000	INTEREST & DIVIDENDS	20,000.00	4,521.06		18,116.36	0.00	0.00	1,883.64	90.58
591-000-665.000	BUILDING LEASE REVENUES	55,145.00	0.00		55,145.00	0.00	0.00	0.00	100.00
591-000-671.000	MISC. REIMBURSEMENTS	6,000.00	0.00		450.00	0.00	0.00	5,550.00	7.50
591-000-698.000	PROCEEDS FROM INSTALLMENT PURCHASE LOAN	650,000.00	0.00		0.00	0.00	0.00	650,000.00	0.00

Fund 591 - WATER SYSTEM:

TOTAL REVENUES	1,571,968.00	75,792.65	479,801.95	0.00	1,092,166.05	30.52
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User: NAN

PERIOD ENDING 07/31/2025

DB: Cass City

% Fiscal Year Completed: 58.08

ACTIVITY FOR
MONTH 07/31/25
2025

GL NUMBER	DESCRIPTION	AMENDED BUDGET	INCR (DECR)	YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 591 - WATER SYSTEM							
001 - ADMINISTRATION		212,807.00	11,597.07	136,573.22	0.00	76,233.78	64.18
002 - TREATMENT AND PUMPING		274,811.00	7,344.26	73,499.49	690.46	200,621.05	27.00
003 - COLLECTIONS		1,011,029.00	7,276.78	43,948.35	1,843.75	965,236.90	4.53
004 - MAINTENANCE		24,034.00	426.24	2,097.57	0.00	21,936.43	8.73
013 - TMF - LSLR GRANT		20,529.00	6,152.00	19,241.93	0.00	1,287.07	93.73

Fund 591 - WATER SYSTEM:

TOTAL EXPENDITURES

1,543,210.00	32,796.35	275,360.56	2,534.21	1,265,315.23	18.01
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User: NAN

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

DB: Cass City

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH 07/31/25 INCR (DECR)					
Fund 651 - MOTOR VEHICLE & EQUIPMENT								
651-000-654.000	DPW CONTRACTING REVENUES	1,607.00	0.00		138.96	0.00	1,468.04	8.65
651-000-664.000	INTEREST & DIVIDENDS	10,400.00	955.67		6,498.77	0.00	3,901.23	62.49
651-000-670.000	INTERDEPARTMENT RENTALS	453,149.00	34,557.90		187,006.66	0.00	266,142.34	41.27
651-000-671.000	MISC REIMBURSEMENTS	416.00	0.00		0.00	0.00	416.00	0.00
651-000-673.000	SALE OF ASSETS	14,080.00	0.00		14,019.50	0.00	60.50	99.57
651-000-699.000	TRANSFER FROM FUND BALANCE	132,391.00	0.00		0.00	0.00	132,391.00	0.00

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL REVENUES	612,043.00	35,513.57	207,663.89	0.00	404,379.11	33.93
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TOTAL REVENUES -- ALL FUNDS

	6,827,350.00	472,497.23	2,538,781.30	0.00	4,288,568.70	37.19
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EXPENDITURE REPORT

PERIOD ENDING 07/31/2025

% Fiscal Year Completed: 58.08

GL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		YTD BALANCE 07/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGT USED
		AMENDED BUDGET	INCR (DECR)	MONTH	07/31/25				
Fund 651 - MOTOR VEHICLE & EQUIPMENT									
001 - ADMINISTRATION		611,875.00	99,201.55			431,673.15	14,732.93	165,468.92	72.96
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Fund 651 - MOTOR VEHICLE & EQUIPMENT:									
TOTAL EXPENDITURES		611,875.00	99,201.55			431,673.15	14,732.93	165,468.92	72.96
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TOTAL EXPENDITURES - ALL FUNDS		6,572,244.00	497,375.18			2,613,816.37	290,174.03	3,668,253.60	44.19

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/25 INCR (DECR)	YTD BALANCE 06/30/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		2,125,758.00	350,031.06	627,227.80	0.00	1,498,530.20	29.51
TOTAL EXPENDITURES		2,092,623.00	225,071.82	887,721.08	10,490.46	1,194,411.46	42.92
NET OF REVENUES & EXPENDITURES		33,135.00	124,959.24	(260,493.28)	(10,490.46)	304,118.74	
Fund 202 - MAJOR STREET							
Fund 202 - MAJOR STREET:							
TOTAL REVENUES		452,958.00	41,704.36	181,855.31	0.00	271,102.69	40.15
TOTAL EXPENDITURES		395,115.00	28,705.62	90,452.08	2,581.15	302,081.77	23.55
NET OF REVENUES & EXPENDITURES		57,843.00	12,998.74	91,403.23	(2,581.15)	(30,979.08)	
Fund 203 - LOCAL STREET							
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		855,796.00	21,677.76	153,646.65	0.00	702,149.35	17.95
TOTAL EXPENDITURES		860,796.00	37,418.86	137,634.07	241,103.30	482,058.63	44.00
NET OF REVENUES & EXPENDITURES		(5,000.00)	(15,741.10)	16,012.58	(241,103.30)	220,090.72	
Fund 244 - ECONOMIC DEVELOPMENT							
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		14,250.00	74.57	13,678.29	0.00	571.71	95.99
TOTAL EXPENDITURES		14,250.00	1,125.18	6,751.08	0.00	7,498.92	47.38
NET OF REVENUES & EXPENDITURES		0.00	(1,050.61)	6,927.21	0.00	(6,927.21)	
Fund 408 - WATER RECREATION FUND							
Fund 408 - WATER RECREATION FUND:							
TOTAL REVENUES		46,631.00	17,068.96	18,568.83	0.00	28,062.17	39.82
TOTAL EXPENDITURES		46,631.00	10,319.69	34,084.26	0.00	12,546.74	73.09
NET OF REVENUES & EXPENDITURES		0.00	6,749.27	(15,515.43)	0.00	15,515.43	
Fund 590 - WASTEWATER TREATMENT							
Fund 590 - WASTEWATER TREATMENT:							
TOTAL REVENUES		1,093,591.00	135,093.42	495,147.57	0.00	598,443.43	45.28
TOTAL EXPENDITURES		983,333.00	140,566.26	384,762.81	1,516.00	597,054.19	39.28
NET OF REVENUES & EXPENDITURES		110,258.00	(5,472.84)	110,384.76	(1,516.00)	1,389.24	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		1,570,968.00	132,843.14	404,009.30	0.00	1,166,958.70	25.72
TOTAL EXPENDITURES		1,542,210.00	97,564.75	242,564.21	2,859.21	1,296,786.58	15.91
NET OF REVENUES & EXPENDITURES		28,758.00	35,278.39	161,445.09	(2,859.21)	(129,827.88)	
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
TOTAL REVENUES		526,843.00	38,009.33	172,150.32	0.00	354,692.68	32.68
TOTAL EXPENDITURES		451,675.00	224,287.35	332,471.60	99,919.80	19,283.60	95.73
NET OF REVENUES & EXPENDITURES		75,168.00	(186,278.02)	(160,321.28)	(99,919.80)	335,409.08	

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	ACTIVITY FOR MONTH 06/30/25 INCR (DECR)	YTD BALANCE 06/30/2025		ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
				NORM (ABNORM)				
		6,687,315.00	736,502.60	2,066,284.07		0.00	4,621,030.93	30.90
		6,387,153.00	765,059.53	2,116,441.19		358,469.92	3,912,241.89	38.75
		300,162.00	(28,556.93)	(50,157.12)		(358,469.92)	708,789.04	

TOTAL REVENUES - ALL FUNDS
TOTAL EXPENDITURES - ALL FUNDS
NET OF REVENUES & EXPENDITURES



TO: Village President and Council
FROM: Debbie Powell, Laken Chapin
DATE: 8/25/2025
RE: CDBG Procurement Policy

Recently, the Village was designated \$236,000 in Community Development Block Grant (CDBG) funding for the Cass City Housing Rehabilitation Project, contingent on a completed application demonstrating project readiness. Staff are preparing to submit the final application to the Michigan State Housing Development Authority (MSHDA) for review in early September.

To receive CDBG funding, MSHDA requires applicants to have a procurement policy that meets requirements specified in the Code of Federal Regulations. The Village's existing policy, codified *Sec 2-85- Purchasing responsibilities*, does not meet the requirements.

Therefore, staff have developed an additional procurement policy that will be activated only during procurement for CDBG-funded projects and other future projects requiring federally compliant procedures. During the CDBG program, this policy will primarily be used to procure a Third-Party Administrator and contractors.

All other purchases will continue to follow the Village's existing policy. The new procurement policy titled "Purchasing and Contracting Policy for Federal CDBG Projects and Similar Projects" is attached.

MOTION: To adopt the additional procurement policy titled "Purchasing and Contracting Policy for Federal CDBG Projects and Similar Projects" for purposes of the Cass City Housing Rehabilitation Project.

VILLAGE OF CASS CITY RESOLUTION
RESOLUTION# 2025.08.25-

A RESOLUTION OF THE VILLAGE COUNCIL OF CASS CITY
ADOPTING A PURCHASING AND CONTRACTING POLICY
FOR FEDERAL CDBG PROJECTS AND SIMILAR PROJECTS

Minutes of a regular meeting of the Village Council of the Village of Cass City, Tuscola County, Michigan, held for the Village of Cass City, 6506 Main Street, in said Village, on August 25, 2025 at 6:00pm.

PRESENT:

ABSENT:

MOTION by:

SUPPORTED by:

WHEREAS, the Village of Cass City has received federal funding through the Community Development Block Grant (CDBG) program; and

WHEREAS, the Code of Federal Regulations, 2 CFR Part 200 requires that all agencies procuring for purposes in which federal funds will be used, such agencies must follow specific procurement and purchasing procedures, and

WHEREAS, all recipients of CDBG funds through the Michigan State Housing Development Authority are required to have a procurement policy that meets the guidelines set in 2 CFR Part 200, and

WHEREAS, the Village has developed the “PURCHASING AND CONTRACTING POLICY FOR FEDERAL CDBG PROJECTS AND SIMILAR PROJECTS” to meet this requirement and requires that it only be applied when necessary, otherwise the Village shall be subject only to the existing purchasing policies outlined in the Village of Cass City Code of Ordinances Chapter 2, Sec 85, Purchasing responsibilities;

NOW, THEREFORE, BE IT RESOLVED, the Village hereby adopts the PURCHASING AND CONTRACTING POLICY FOR FEDERAL CDBG PROJECTS AND SIMILAR PROJECTS to meet the requirements of 2 CFR Part 200, requiring application only when the Village of Cass City is utilizing, wholly or partially, CDBG funds from the United States Federal Government for purchasing and contracting activities subject to 2 CFR Part 200 or the Village of Cass City is utilizing funds from any source for which the policy would also require activation.

AYES:

NAYS:

RESOLUTION DECLARED: ADOPTED / NOT ADOPTED

Robert Piaskowski,
Village President

Date

Nanette S. Walsh
Village Clerk/Treasurer

Date

CERTIFICATION: I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village of Cass City, Tuscola County, at a Regular Meeting held on August 25, 2025.

Nanette S. Walsh
Village Clerk/Treasurer

Date

VILLAGE OF CASS CITY
PURCHASING AND CONTRACTING POLICY FOR FEDERAL CDBG PROJECTS AND SIMILAR PROJECTS

Purpose

This purchasing and contracting policy is provided as a supplement to the Village of Cass City Ordinance No. 124, § 6, 9-29-1986, Codified *Sec 2-85- Purchasing responsibilities*. The following purchasing and contracting policy shall be activated and in effect regarding the purchasing of and contracting for materials, supplies, capital outlay, or services necessary for maintenance, repair, and operation of Village facilities within the Village of Cass City when Federal CDBG and similar funds are being used. All other purchasing and contracting activities will be subject only to Village of Cass City Ordinance No. 124, § 6, 9-29-1986 and this policy will not be activated. Under this policy, the purchasing authority remains the responsibility of the Village Manager.

The Purchasing and Contracting Policy for Federal CDBG Projects and Similar Projects will be activated under the following conditions:

1. The Village of Cass City is utilizing, wholly or partially, CDBG funds from United States Federal Government for purchasing and contracting activities that are subject to 2 CFR Part 200.
2. The Village of Cass City is utilizing funds, wholly or partially, from any source for which the policy would also require activation.

Procedure

1. Ethical requirements for Public Contracting with the Village of Cass City

- a. Employee, elected official, or agent conflict of interest. It shall be unethical for any Village of Cass City employee, elected official, or agent to participate directly or indirectly in a procurement contract when he or she knows that:
 - i. The Village of Cass City employee, elected official, or agent or any member of his or her immediate family has a financial or other tangible interest pertaining to the procurement contract;
 - ii. The Village of Cass City employee, elected official, or agent, or any member of his or her immediate family, is negotiating or has an arrangement concerning prospective employment with a vendor contracting with the Village of Cass City; or
 - iii. The Village of Cass City employee, elected official, or agent, or any member of his or her immediate family, while such, is also the employee of any vendor contracting with the Village of Cass City.
- b. Gratuities. It is unethical for any individual to offer or provide, or agree to provide, any gratuities, favors, or anything of monetary value, or offer of employment to a current or former Village employee in connection with any official action or decision. Likewise, no current or former Village employee shall solicit, accept, or agree to accept any gratuities, favors, or anything of monetary value, or offer of employment from any person in exchange for influencing or participating in decisions, recommendations, investigations, or any matter related to Village programs, contracts, or procurement activities.
- c. Prohibition against contingent fees. It shall be unethical for a person to be retained, or to

retain a person, to solicit or secure a Village contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

- d. Use of confidential information. It shall be unethical for any Village employee or former Village employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or personal gain of any other person.
- e. Sanctions.
 - i. *Employees:* Sanctions against employees shall be in accordance with Chapter 2 of the Village of Cass City Code of Ordinances (Administration).
 - ii. *Nonemployees:* The Village Manager may impose any one or more of the following sanctions on a nonemployee for violations of ethical standards: Written warnings or reprimands; Termination of contracts; or Debarment or suspension.
- f. Criminal penalties. To the extent that violations of the ethical standards of conduct set forth in this article constitute violations of any Michigan State Law, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this article. Criminal, civil and administrative sanctions against employees or nonemployees which are in existence on the effective date of this policy shall not be impaired.

2. Authority

Authority granted to the Village Manager without further council action:

- a. The Village Manager is hereby granted the authority to purchase and contract for materials, supplies, capital outlay, or services necessary for the maintenance, repair, and operation of Village facilities under the following conditions:
 - i. The amount per order does not exceed \$5,000.00. Repetitive orders of less than \$5,000.00 shall not be used to circumvent this limitation; and
 - ii. Budgeted funds are available for this purchase.
- b. The Village Manager is hereby granted the authority to approve contract changes that do not exceed \$5,000.00, provided that budgeted funds are available to cover the change order.
- c. The Village Manager may delegate some or all the duties as purchasing agent to another officer or employee. Department heads or their designees are authorized to purchase goods, products, contract labor, or services (i.e. transactions) which are budgeted for, directly from vendors for any transaction of \$5,000.00 or less. All such transactions shall be paid via the Accounts Payable process in BS&A. Every effort to obtain the best price will be made.

3. Council Approval Required

The approval of the Village Council is required under the following conditions notwithstanding the authority granted to the Village Manager as stated above:

- a. Purchases over \$5,000.00.
- b. Purchases which continue for a term longer than the current annual budget if the multi-year total is over \$5,000.00.
- c. Any other situation wherein the Village Treasurer, Village Manager, Village Attorney, or other internal auditor deems it appropriate to have formal action by the Village Council.
- d. Exceptions:
 - i. The Village Manager has the authority to engage in future power purchase commitments over \$5,000.00 without Council approval when time is of the essence. All commitments will be brought to the Council at the next available meeting.
 - ii. The DPW Superintendent, with permission of the Village Manager, has the authority to purchase essential operating equipment and services for the Water and Sewer Departments up to \$50,000 without Council approval when time is of the essence. The purchase details will be brought to the Council at the next available meeting.
 - iii. The DPW Superintendent has the authority to purchase essential operating equipment and services for the Water, Sewer, and Road Departments without Council approval during a response to an emergency situation. All purchases of essential operating equipment and services will be brought to the immediate attention of the Village Manager and to the Council at the next available meeting.

e. Summary of purchasing guidelines

Spending Threshold	Pricing Requirement	Approval Level
\$1 - \$5,000	Good faith effort for lowest price	Department Head Village Manager
\$5,001- simplified acquisition threshold for calendar year (See 2 CFR 200.320)*	Quotation from no less than two (2) qualified sources Request for Proposals often encouraged but not required	Village Council
Greater than simplified acquisition threshold	Request for Proposals, Formal, Sealed Bid	Village Council
All professional services greater than \$250,000 and Third-Party Administrator for CDBG Project for any amount	Request for Proposals, Competitive, Submitted Proposals	Village Council
All construction services for any amount	Request for Proposals, Formal, Sealed Bid	Village Council

*In 2025, the simplified acquisition threshold is \$250,000.

4. Requirements for Solicitation Methods

a. Good Faith Effort for Lowest Price

Department Heads and/or the Village Manager shall make a good faith effort for the lowest price for purchases up to \$5,000. This may include, but is not limited to the following:

- i. Quoting multiple vendors for the same service or material
- ii. Negotiating prices when applicable
- iii. Seeking quality goods for the best interest of the public body

b. Quotation from Qualified Source

For purchases over \$5,000 but under the simplified acquisition threshold, Department Heads and/or the Village Manager shall obtain no less than two (2) quotations from qualified sources. These quotations shall be included in the approval memo to Village Council to authorize the purchase of the goods. Reasoning for selecting the recommended vendor shall also be included in the memo.

If two (2) quotes cannot be obtained due to the nature of the purchase, reasoning shall be outlined in the memo.

c. Request for Proposals- Sealed Bids

The following are requirements for sealed bids or substantiation to the Village Manager as "sole source" procurement (See Exceptions). Purchases in one budget year should not be broken into smaller parts to avoid the following procedures:

- i. Sealed Bids. Sealed bids are required in all transactions involving expenditures expected to be more than the simplified acquisition threshold, including cumulative purchases across all Village Departments. Sealed bids are also required for construction services, no matter the amount. "Sealed bid" means a written response to a solicitation that requires a public bid opening. Sealed bids shall strictly comply with submission criteria to protect the integrity of the bid process. It is the bidder's responsibility to ensure compliance with submission requirements. The Village Manager may disqualify a sealed bid that does not conform to the submission requirements. Bids will only be accepted by mail or drop-off.

As a common practice, the Village Manager may encourage a sealed bid process when the expected amount is to exceed \$10,000, though this is not required.

- ii. Initiation of Competitive Bidding Procedure. The Department Head or designee shall initiate this procedure by submitting a written request to the Village Manager, along with a proposed vendors list and specifications. Before beginning a bidding process, two or more potential bidders who are qualified to complete the contract should be identified. The Department Head or designee may request the assistance of the Village Manager in preparing specifications.

- iii. Specifications. The Village Manager shall review and approve all specifications prior to bidding. Whenever possible, specifications shall include a proposed contract that includes all technical requirements, insurance requirements, evaluation methods, and bond requirements, if any. All information and specification must be included in the bid invitation to allow the bidder to properly respond.
- iv. Publication. The Village Clerk shall publish an advertisement for the bid on the Village website at least approximately 30 days before the bid is due, and in other locations to increase interest, such as a local newspaper or professional publication. The bid invitation shall be made public such that it encourages open competition.
- v. Bid Opening. The Village Manager and Department Head shall select the time and place of the bid opening and it shall be included in the bid documents. The Village Clerk and/or the requesting Department Head or designee shall attend the bid opening and record the bids received. Bid openings shall be public. At the bid opening, the Department Head or designee or the Village Manager may request clarification of a bid from any vendor attending the bid opening. No bids shall be accepted after the deadline indicated. An award determination is not required at the bid opening.
- vi. Bid Award. If the bid is more than \$5,000.00, the Village Manager shall submit his or her recommendation to the Village Council for approval with all required documentation. After approval by the Village Council, the Village Manager shall complete the purchase order and agreement and firm fixed-price contract. The Department Head or designee shall notify the successful contractor of the award of the bid.
- vii. Delegation of Bidding Procedure. The Village Manager as the Purchasing Agent may delegate authority to handle a department's competitive process to a department. A department may adopt additional bidding requirements, not in conflict with these policies and procedures or any federal, state, or local laws.
- viii. Exceptions. Competitive bidding shall not be required when the Village Council determines by an affirmative majority vote that the public interest will be best served through noncompetitive procurement. One of the following circumstances must apply:
 - ix. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold for that year;
 - x. The procurement transaction can only be fulfilled by a single source;
 - xi. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - xii. The Village of Cass City or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

- xiii. After soliciting several sources, competition is determined inadequate.
- xiv. Sole Bidders. In the event only one bid is received, the department head may recommend the award of the sole bid if the following conditions have been met:
 - 1. Due diligence has been performed in soliciting bids according to these policies and procedures; and
 - 2. The bid has been evaluated and determined to be reasonable based on past purchases and evaluation of the market.

If only one bid is received and it meets the conditions above, the Village of Cass City shall request permission from the Federal agency or pass-through entity to award the bid with all required documentation.

- xv. Right to Reject. The Village of Cass City reserves the right to reject any and all bids if there is a sound documented reason.

d. Request for Proposals – Competitive Proposals

This is a procurement method used when conditions are not appropriate for using sealed bids including circumstances when qualifications-based procurement is most applicable. The following are requirements for procurement through competitive proposals.

- i. Submitted Competitive Proposals. Proposals are required for the purchase of professional services when the cost will exceed the simplified acquisition threshold. They are also to be used for the procurement of a Third-Party Administrator for CDBG projects and programs. It is at the discretion of the Village Manager to determine when competitive proposals will be required.
- ii. Initiation of Competitive RFP. The Department Head or designee shall initiate this procedure by submitting a written request to the Village Manager, along with a proposed vendors list and specifications. The Department Head or designee may request the assistance of the Village Manager in preparing specifications to avoid duplication and ensure reasonable costs.
- iii. Specifications. The Village Manager shall review and approve all specifications prior to the RFP. The RFP shall, at a minimum, describe the
 - 1. Requirements specific to the Village of Cass City;
 - 2. Anticipated terms and conditions that will apply to the contract;
 - 3. Ability for offerors to propose alternative terms and conditions;
 - 4. When alternative terms and conditions are permitted, the evaluation approach should consider the potential impact on other terms and conditions or the requirement (e.g., place of performance or payment and funding requirements);
 - 5. Information required to be in the offeror's proposal; and
 - 6. Factors and significant sub-factors that will be used to evaluate the

proposal and their relative importance. Cost will be a factor considered.

- iv. Publication. The Village Clerk shall publish an advertisement for the RFP on the Village website and other locations to increase interest for at least 14 days.
- v. Solicitation. Proposals will be solicited from at least two (2) qualified sources. To the maximum extent practicable, any proposal submitted in response to the public notice shall be considered.
- vi. Proposal Selection. The Village of Cass City shall have written procedures for conducting technical evaluations and making selections. Contracts shall be awarded to the most responsible offeror whose proposal is most advantageous to the Village of Cass City when considering price and other factors.
- vii. Single Proposal. If only one proposal is received, the Village of Cass City will provide an explanation and receive approval from the Federal agency or pass-through entity if the Village wishes to select this proposal.
- viii. Award. The Village Manager shall submit his or her recommendation to the Village Council for approval. After approval by the Village Council, the Village Manager shall complete any purchase orders, agreement, firm fixed-price or cost-reimbursement type contract. The Department Head or designee shall notify the successful contractor of the selection of their proposal.
- ix. Delegation of RFP Procedure. The Village Manager as the Purchasing Agent may delegate authority to handle a department's competitive process to a department. A department may adopt additional RFP requirements, not in conflict with these policies and procedures or any federal, state, or local laws.
- x. Right to Reject. The Village of Cass City reserves the right to not select any and all proposals if there is a sound documented reason.

e. Contractor Eligibility Qualifications

All vendors to be considered as potential contractors and subcontractors must meet eligibility requirements. Vendors will be verified for eligibility by the Village of Cass City. When applicable, the Village Manager will search both www.sam.gov and <https://www.hud.gov/hud-partners/limited-denial> to determine whether the vendor is debarred at the federal level. The Village of Cass City may also choose not to qualify a vendor based on the following circumstances pertaining to the vendor, officer of the vendor, or owner of the vendor:

- i. Conviction of a criminal offense incident to the application for or performance of a contract;
- ii. Conviction of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense which currently, seriously, and directly reflects on the vendor's business integrity;
- iii. The loss of license or the right to do business or practice a profession; or

- iv. Any other reasoning that would challenge the integrity of the Village of Cass City if a contract agreement was pursued with the vendor.

Vendors may appeal a disqualification by written letter to the Village Manager or Village Clerk received by them within seven (7) calendar days after notice to the vendor of the disqualification. Upon filing such an appeal, the contracting and bidding process shall be stopped or extended as the situation requires, to hear the appeal.

f. Non-restrictive competition

The Village of Cass City shall conduct procurement transactions, regardless of dollar amount, in a manner that provides maximum open and free competition.

5. Local Vendors, Minority-Owned, Women-Owned, Labor Surplus Firms

When possible, the Village of Cass City will ensure that small businesses, minority-owned businesses, women-owned businesses, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered during procurement processes. Such consideration means:

- a. These business types are included on solicitation lists;
- b. These business types are solicited whenever they are deemed eligible as potential sources;
- c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring a contractor under a Federal award to apply this section to subcontracts.

The chosen vendor will be the one judged to most benefit the Village, with all criteria taken into consideration.

6. Insurance

All contractors are required to provide the Village of Cass City with proof of insurance upon acceptance of services. The Village reserves the right to consult the Village Attorney for recommendations and exceptions to this requirement, including those for contractors without insurance due to religious beliefs protected by the First Amendment (i.e. Amish contractors).

7. Emergency Procedures

The Village Manager and/or DPW Superintendent may, if deemed appropriate due to emergency situations that may affect the health, safety, or welfare of the Village, approve the purchase of necessary materials and supplies without the above requirements. However, such purchase action must be reported at the Village Council at its next regular meeting, where that purchase exceeds \$5,000.00.

8. Contracts

- a. The Village Attorney may review all contracts for approval when deemed appropriate by the Village Manager or the Village Council.
- b. A contract agreement will be required for all purchases over \$10,000. The Village Manager, Village Clerk, and Village Attorney may engage in contract negotiations before a finalized contract is determined.
- c. Contracts will be fixed-price, cost reimbursement, purchase orders, etc. Cost plus a percentage of cost contracting is prohibited.
- d. All signed contracts or agreements related to a purchase of goods or services shall be entered into BS&A.

9. Payment Processing

- a. Payment from invoices only. The Village Clerk will make payment only upon receipt of an "invoice." No payment shall be made from a "statement."
- b. Payment. Upon receipt of the appropriate documents, the Village Clerk shall verify the availability of funds and submit invoices with payment. Paid invoices are reviewed by the Budget and Finance committee and recommended to the Council for approval.
- c. Special Check Handling. Special check handling presents a risk and should be rare. Checks should be mailed directly to the payee or can be picked up during operating hours. Electronic payments may be made after verification with the vendor. Special check handling requires approval by the Village Manager.
- d. Sales Tax. The Village is exempt from Michigan sales tax and federal excise taxes, but individual employees are not. Therefore, any employee who purchases on behalf of the Village utilizing their private funds will not be reimbursed for any sales/excise tax. If the Village does not have an existing tax -exempt credit account with a particular vendor, Department Heads should contact the Village Treasurer's office, who will attempt to establish one. The Village Treasurer's office can provide the necessary exemption documents to any vendor upon request.
- e. Advanced Payment. Vendors may request advance payment from the Village for the purpose of procuring materials, supplies, or other items essential to the fulfillment of contracted services. The Village Clerk is hereby authorized to issue such payment, provided that, prior to the commencement of services, the vendor submits an itemized statement of the expenditures to be covered by the advance. Eligible expenditures shall include materials, labor, travel, and other reasonable and necessary costs directly attributable to the contracted services. In no event shall the amount of any advance payment, when combined with subsequent payments, exceed the total contract amount authorized by the Village unless otherwise approved.

10. Challenges to Procurement Process

The following procedures shall be used by any supplier who wishes to file a complaint regarding a procurement action with the exception of disputes involving the terms, condition, obligation, and interpretations of executed contracts or purchase order including, but not limited to, change orders. If an executed contract or purchase order contains a dispute resolution clause, that clause shall apply and not the procedure outlined in this section. The filing of a complaint shall not delay the award process if it is determined to be in the best interest of the Village. Failure to raise a timely complaint in accordance with the following procedure shall be deemed a waiver of the right to contest the matter further.

a. Informal Dispute Resolution

A Supplier who has a concern with a decision made by the Village shall contact the Village within five (5) working days of when the Supplier became aware, or reasonably should have become aware, of the decision or action which forms the basis of the concern. The Village Manager shall discuss the issue(s) with the Supplier in an attempt to resolve the dispute.

b. Initiation of Complaint or Dispute with Village Administration

- i. Within five (5) working days of discussing the matter with the Village Manager, a Supplier (hereinafter "Complainant") shall outline the concern in writing to the Village Manager.
- ii. The complaint shall be in writing and shall include the following information:
 1. Name, address, and contact information of the Complainant;
 2. Identification of the purchasing action forming the basis of the complaint, including the RFQ/RFP number if available;
 3. A detailed statement of the legal and factual grounds of the complaint, including copies of relevant documents;
 4. The specific relief requested; and
 5. Signature of the Complainant.
- iii. Upon receipt of the complaint, the Village Manager shall conduct a review of the complaint and render a decision within ten (10) working days. Where information needed for the decision must be obtained from sources outside the Village Manager's office, the Village's response may be delayed up to ten (10) additional working days.
- iv. The decision of the Village Manager shall be in writing and shall contain the process for which the decision may be appealed.
- v. The decision of the Village Manager is final unless a written appeal is filed with the Village Council. The appeal must be filed within five (5) working days of receipt of the written decision of the Village Manager and shall contain the specific grounds upon which appeal is made.

11. Contract Administration and Records

- a. The Village of Cass City shall maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to:
 - i. Rationale for methods of procurement;
 - ii. Selection of Contract type;

- iii. Contractor selection or rejection; and
 - iv. The basis for the contract price.
- b. The Village Clerk shall be responsible for keeping all records for all procurement processes. The procurement records shall:
 - i. Allow an auditor or other interested third-party to track the nature of the goods or services bought with public funds;
 - ii. Track the entire process used to purchase those goods and services; and
 - iii. Show that the public body obtained high quality goods and services at the lowest possible price through an open, competitive process.



TO: Village President and Council
FROM: Debbie Powell
DATE: 8/25/2025
RE: Tree Supply, Labor and Services Bid Award

In accordance with the Village's "Street Forestry Management" strategic goal, staff have been taking the necessary steps to replace the previously removed street trees on M-81. This included consulting with MDOT to determine suitable tree species for downtown Cass City, resulting in the selection of the *Zelkova City Sprite* tree. Staff also marked new planting locations to create equal spacing and increased visibility. Once preparatory measures were complete, staff released a Request for Bids for Tree Supply, Labor and Services on July 14. Bids were received until August 18.

Bids reflecting the cost to plant twenty-four (24) City Sprite trees downtown were received as follows:

- American Tree, Inc.: \$14,400
- Bell Landscaping, Inc.: \$11,040

Staff recommend the lowest qualified bid submitted by Bell Landscaping, Inc. In addition to the \$11,040 bid, we recommend a 5% contingency fee to be added to the award, for a total of \$11,592.00. Funds are budgeted in accounts:

#202-470-740.000, Major Street: Supplies, Sidewalks	(\$2,500)
#203-470-740.000, Local Street: Supplies	(\$2,500)
#203-470-800.000, Local Street, Contractual Services, Sidewalks	(\$6,592)

MOTION: To award the Tree Supply, Labor and Services Bid to Bell Landscaping, Inc. to plant trees in downtown Cass City on M-81, in the amount of \$11,592.00.



TO: Village President and Council
FROM: Debbie Powell, Laken Chapin
DATE: 8/25/2025
RE: CDBG Excessive Force Policy

Recently, the Village was designated \$236,000 from the Michigan State Housing Development Authority for a Community Development Block Grant to fund the Cass City Housing Rehabilitation Project.

To receive CDBG funding, MSHDA requires applicants to adopt a policy that prohibits

- 1.) The use of excessive force by law enforcement agencies against individuals engaged in nonviolent civil rights demonstrations, and
- 2.) physically barring an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations.

This requirement is in accordance with federal policies from both the Department of Veteran Affairs and Department of Housing and Urban Development (HUD). The policy applies only to the law enforcement agencies within the Village's jurisdiction.

Currently, the Village of Cass City does not have a policy that meets these guidelines. Staff have drafted an excessive force policy to meet the CDBG requirement, and it is attached.

MOTION: To adopt the Village of Cass City "Prohibiting the Use of Excessive Force Against Non-Violent Civil Rights Demonstrators" policy to meet the guidelines set forth by the Michigan State Housing Development Authority Community Development Block Grant guidelines.

VILLAGE OF CASS CITY RESOLUTION
RESOLUTION# 2025.08.25-

A RESOLUTION OF THE VILLAGE COUNCIL OF CASS CITY
ADOPTING A POLICY
PROHIBITING THE USE OF EXCESSIVE FORCE
AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS

Minutes of a regular meeting of the Village Council of the Village of Cass City, Tuscola County, Michigan, held for the Village of Cass City, 6506 Main Street, in said Village, on August 25, 2025 at 6:00pm.

PRESENT:

ABSENT:

MOTION by:

SUPPORTED by:

WHEREAS, the Village of Cass City has received federal funding through the Michigan State Housing Development Authority (MSHDA) Community Development Block Grant (CDBG) program; and

WHEREAS, Title 1 of the Housing and Community Development Act (HCDA) of 1974, Section 519 of Public Law 101-144, and 1990 HUD Appropriations Act requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the Village endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy;

NOW, THEREFORE, BE IT RESOLVED, the Village hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the Village agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The Village further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the Village has not complied with this policy to file a complaint with the Village Manager.

Information and assistance relative to excessive force complaints shall be provided by:
Debbie Powell, Village Manager, (989) 872-2911

AYES:

NAYS:

RESOLUTION DECLARED: ADOPTED / NOT ADOPTED

Robert Piaskowski,
Village President

Date

Nanette S. Walsh
Village Clerk/Treasurer

Date

CERTIFICATION: I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Village of Cass City, Tuscola County, at a Regular Meeting held on August 25, 2025.

Nanette S. Walsh
Village Clerk/Treasurer

Date

**Cass City Downtown Development Authority
Minutes
July 8, 2025**

The Meeting was brought to order at 1:30 pm by Village President Robert Piaskowski.

BOARD MEMBERS PRESENT: Eric Brown, Misty DeLong, Gavin Frederick, Andrew Klco, and Village President Robert Piaskowski

ABSENT: Christine Anthony, Tyler Erla, Jon Ligrow, David Weiler

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

Motion to approve the minutes from the June 10, 2025, meeting was made by Brown and supported by DeLong. Motion Carried.

Motion to approve the June 30, 2025, Financial Report was made by DeLong and supported by Brown. Motion Carried.

No comments during Citizen Comments.

Chamber of Commerce Report: Radabaugh mentioned the Freedom Festival recap meeting is scheduled for this Thursday. They are looking for more volunteers to help plan next year's event. They have one more interview for the open Chamber Administrator position.

MDA's "Downtown Day" – Saturday, September 27, 2025: Radabaugh is looking for ideas and volunteers for this "Downtown Day". After some discussion, it was decided that Radabaugh will send out an email to the Chamber and DDA members asking for ideas.

Motion to approve the purchase agreement with 1863 Elkhart LLC for the 6429 Main Street Property for the purchase price of \$186.10 was made by Brown and supported by DeLong.

Roll Call Vote: AYE: Brown, DeLong, Frederick, Klco, Piaskowski
 ABSENT: Anthony, Erla, Ligrow, Weiler

Motion Carried.

Vacant Downtown Buildings: With a 30% vacancy in the downtown buildings, it appears that Cass City doesn't want any new development. People would like to have their businesses in Cass City, but they can't because current property owners are not motivated to rent or do anything with their buildings other than use them for storage. This stifles the growth of any businesses because there is no place to lease or buy in Cass City. This is a critical issue that needs to be discussed with multiple groups so something can be done to change this scenario.

Motion to adjourn at 2:09 pm was made by Klco and supported by Brown. Motion Carried.

Next Meeting: August 12, 2025

Respectfully Submitted,
Linda W. Miller
Administrative Assistant

Cass City Economic Development Corporation (EDC)
Minutes
July 8, 2025

The Meeting was brought to order at 2:09 pm by Village President Robert Piaskowski.

BOARD MEMBERS PRESENT: Eric Brown, Misty DeLong, Gavin Frederick, Andrew Klco and Village President Robert Piaskowski

ABSENT: Christine Anthony, Tyler Erla, Jon Ligrow, David Weiler

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

Motion to approve the minutes from the June 10, 2025, meeting was made by Brown and supported by DeLong. Motion Carried.

Motion to approve the June 30, 2025, Financial Report was made by Brown and supported by Klco. Motion Carried.

No comments during Citizen Comments.

Tuscola County EDC Update: Manager Powell mentioned the Tuscola EDC has hired Alisha Proctor as the new part-time EDC Director. She will have her come to a future meeting to introduce her. The Tuscola County EDC is moving their office to the MSU Extension office in Caro this month. An environmental grant has been awarded to the 6480 Main Street building (former Coachlight Pharmacy).

Industrial Park Property: The Krehs have purchased a two-acre parcel for their dewatering station and Jay Folske has purchased the remaining 2.2 acres to put in a storage unit business. This leaves an eight-acre parcel and a three-acre parcel still available in the Industrial Park.

Motion to adjourn at 2:14 pm was made by DeLong and supported by Klco. Motion Carried.

Next Meeting: August 12, 2025

Respectfully submitted,

Linda W. Miller

Administrative Assistant

**Cass City Planning Commission Meeting
Minutes of July 1, 2025**

PRESENT: Barbara Kirn, Colleen Langenburg, Joe Leeson, Eric Oslund, Heather Severance, Village President Robert Piaskowski

Excused: Gary Barnes, Dallas Rabideau, Erik Tamlyn

Village Staff Present: Village Manager Debbie Powell, Clerk/Treasurer Nanette Walsh, CEDAM Fellow Laken Chapin

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

Motion by Piaskowski, supported by Oslund, to approve the minutes of the June 3, 2025, meeting. Motion carried.

There were no comments during Citizens' Comments.

Master Plan Update – Public Participation Survey Questions

CEDAM Fellow Laken Chapin reported on the Scavenger Hunt Public Participation Results. She is currently finalizing the next survey's questions, and will release the resulting questions next month.

Site Plan Review – Jay Folske, Industrial Park Mini-Storage Units

Jay Folske presented the site plan for proposed mini-storage units he intends to build, after purchase of 2.2 acres of property in the Industrial Park, on the southwest corner of Schell Street and Doerr Road (formerly known as the Schneeburger Property). Entry to the storage units would be on Schell Street. Buildings would have light gray walls and a tuxedo gray roof. Interior walls would be collapsible, easily moved to accommodate unit sizes based upon demand. The small units would be 5' x 5', and larger units would up to 10' x 20'. Folske intends to utilize solar based yard lighting and a Video Monitoring System.

Planning Commission members were concerned about drainage and slope of the land and buildings.

Motion by Oslund, supported by Kirn, to approve the Kreh Site Plan with the condition that any drainage issues must be resolved by the developer. Motion carried.

Village Zoning Map

Laken Chapin, CEDAM Fellow, distributed the current Cass City Zoning Map. A recap of the recent rezoned parcels were noted. Manager Powell asked the members to take the map home, review the zoning, and return to the next meeting with suggestions or proposed changes to the map.

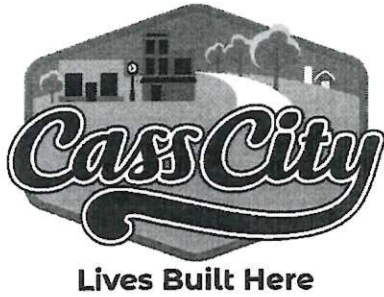
A inquiry was made if any new businesses were coming to Cass City. Powell relayed that there has been interest in potential businesses, but current property owners in the Main Street Corridor are reluctant to sell their properties.

Discussion evolved on vacant commercial properties, citing Bay City's policy of issuing a fine/fee during the duration of a vacant commercial building. Current Cass City Ordinances address policy for vacant residential buildings, but not vacant commercial property.

Motion by Piaskowski, supported by Kirn to adjourn the meeting at 7:55 pm. Motion Carried.

Respectfully submitted,

Nanette Walsh
Clerk/Treasurer



TO: Village Council

FROM: Debbie Powell, Village Manager

DATE: August 25, 2025

RE: August Manager's Report

The August Manager's Report is listed below.

WASTEWATER TREATMENT PLANT BOND CLOSING

On Wednesday, August 20th the Village closed on our bond and grant with the USDA for our Wastewater Treatment Plant. Immediately after the bond closing the "Pre-construction" meeting was held with USDA, RCL our contractor, subcontractors and staff. After the meeting, staff met with the contractor at the wastewater plant to determine the staging for storage and equipment as it is a tight area with limited space to accommodate the demolition and new construction. The contractor anticipates mobilization at the plant and work starts in approximately four weeks. A project timeline has not been completed to date but will be provided to staff and the Village Council when received.

WASTEWATER PLANT GENERATOR

Staff have been communicating with W. W. Williams regarding our wastewater treatment plant generator. In May a routine load test was done and the emergency generator for the plant failed. We have been working with our contractor on repairs that have not fixed the problem. The generator is 45 years old and original to the plant. The state mandates that the wastewater treatment plant has emergency backup power which we currently do not. We are in the process of getting a quote from Williams to repair the generator which may entail rebuilding the engine. The Public Services Commission has been briefed on the situation. The cost of a new emergency back up generator for the plant was not part of the wastewater treatment plant USDA project. Therefore, the Sewer Fund will have to bear the cost to fix the generator. This repair is viewed as an emergency repair and once the single source quote for repair is provided, I will email it to you and authorize the repairs. The repair will appear on a future Village Council agenda for ratification.

ALLEY WATERMAIN PROJECT

The watermain replacement project for the alley located between North Seeger and West Street is planned for 2026. The initial estimates came in higher than anticipated and the project was delayed in 2025 to revise the scope and materials. Semi-truck traffic will be rerouted to enter the alley on Leach St. instead of Seeger St. when accessing the gas station. This will eliminate the need to build up the road surface for truck traffic and save costs.

TREE BIDS FOR DOWNTOWN TREES

The Tree Bid opening was held on August 18th. Two vendors submitted qualified bids. The bid award appears on your agenda for review and approval. The plan is to have the trees installed before October 31, 2025. There will be three trees per block for a total of four blocks on both the north and south side of M-81 between West and Sherman Streets. The Christmas decorations will look different this year with the young trees in place but that is to be expected.

DOWNTOWN DEVELOPMENT AUTHORITY/EDC

During the August 12, EDC meeting, the board decided to take the land sale proceeds from the Industrial Park Properties and apply \$32,635 to the Village loan to purchase property and pay down debt; and to purchase four (4) LED Snowflakes to complete the replacement of the old and broken snowflake decorations in the downtown corridor.

EASTERN MICHIGAN UNIVERSITY RESEARCH PROJECT – MUNICIPAL PARK

This is out-of-the-ordinary. In August I was contacted by Eric Portenga, Associate Professor, from Eastern Michigan University. He is a geologist working on a large research project across the Lower Peninsula related to the glacial history of the Great Lakes. He is looking for big rocks left behind by the ice sheet. The land between Cass City and Caro is one of his target areas. He visited the Disc Golf Course in the woodland area and found a rock that he would like to collect a sample. The rock sample will be small, and the collection monitored by staff. Professor Portenga will share his study when completed. I found this very interesting as I normally deal with day-to-day issues and not something from back in the glacial age.

Looking ahead, in the month of September, staff will start preparing the annual budget for fiscal year 2026. Very soon we should get information from our healthcare provider on rate increases. Mike Engels from Michigan Rural Water Association will be here September 9 and 10 preparing proposed rates for incorporation in our budget. The Department Heads are working on their respective Capital Improvement Projects. There will be a Committee of the Whole meeting on Wednesday, September 10, at 6:00 pm to discuss our strategic planning goals for next year so that we can budget for them.

Reminder, Village offices will be closed Monday, September 1, 2025, for the Labor Day Holiday. Enjoy your holiday!



PARKS & RECREATION SUMMARY AUGUST 2025

- Parks Committee monthly meeting August 12
- Daily staff oversight; seasonal staff done as of 8-19-25
- Continued work on 2026 Parks CIP (presented at P&R meeting)
- Research of grants for CIP and other parks needs/projects
- Preparation for local fall grants Parks
- Parks staff brush hogged industrial park properties and village parcel off Garfield St.
- Day Camp program-closed July 31; increased revenues over 2024
- Continued collaboration with Turning Point Clinic for specialized swim lessons
- Pool hours reduced due to staffing; final day set for Saturday, August 30
- Planning with Laken for potential new tree planting sites in Parks

COMMUNITY DEVELOPMENT SUMMARY AUGUST 2025

- Received notification of MEDC Match on Main grant award of \$25,000 for The Oak Room
- Continued engagement, project collaboration & event planning with local community agencies; Cass City Chamber, L.E.A.D. Tuscola, DDA/EDC, Cass City Schools.
- Routine retention visits with local business owners for needs discovery
- Marketing of MiSBDC/Eastern Michigan Small Business Network 2026 Cohort program
- Provided tours to the former Nazarene Church building with two interested parties
- Spent time with new Chamber Coordinator (Katie Medina) and introduced her to some downtown businesses
- Attendance at DDA/EDC meeting; turned over keys to the Cultural Center building, approval for the purchase of last four snowflakes for downtown.
- Continued collaboration on Street Forestry Management project
- Continued collaboration on vacant downtown buildings project

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

VILLAGE OF CASS CITY
DEPARTMENT OF UTILITIES
VILLAGE COUNCIL SUMMARY REPORT
AUGUST 2025

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.
- The crew has continued to do general/routine maintenance around the plant.
- Lab continuing water testing.
- Tertiary treatment is in-service for warm weather months
- Attended Wastewater Treatment Bond signing and Preconstruction meeting

The stand-by generator at wastewater has issues with fuel pressure and needs to be serviced by WW Williams. This will involve them taking generator out of service to service the generator.

There were no violations of our NPDES permit for the month of July.

The average flows treated were: 179,000 gals/day for July 2025

245,000 gals/day for July 2024

DEPARTMENT OF PUBLIC WORKS

WATER DEPARTMENT

- **The Bacti samples and Arsenic samples were completed, and Water Reports filed as required by the MDEQ.**
- Kevin checked on high water bills
- Kevin and Al did miss digs for the month.
- Replaced galvanized service line at 4593 Maple St
- **The month of July 2025: The wells pumped 11.106 million gallons of water**
- **The average daily pumpage for July 2025: 358,000 gallons**
- **The average daily pumpage for July 2024: 307,000 gallons**

PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- Continue patching streets
- Continuing with sweeping
- All street work has been completed
- Sidewalk work is in progress with anticipated completion mid mid-September

Submitted by,

RJ Klaus Director of Public Utilities

Cass City Police Department

6506 Main Street

P.O. Box 123

Cass City, Michigan 48726-0123

Phone: (989) 872-2911

Fax: (989) 872-4855

email: ccpdfreeman@casscity.org

August 22, 2025

Police Activity Report for August 2025

Calls for service in August 2025 (77 *complaints*) have *decreased* from July 2025 (165 *complaints*). It should be noted that the *monthly comparison* is 21 days to 31 days.

Calls for service decreased in 2025 (916 *complaints*) from the same reporting period in 2024 (1370 *complaints*).

Between July 24th and July 30th, a traffic study (speed) of vehicles traveling on Seeger Street south of Main Street was conducted. During that time, 12,871 vehicles were tracked within the operational beam of the radar. ***The average speed was 25.9 mph.***

For clarification: ICE was NOT in the Village of Cass City. On August 7th Border Patrol was in the Village and did apprehend approximately six (6) to eight (8) undocumented migrants. The migrants were from the Pontiac and Clarkston areas. CCPD did not assist in these apprehensions but did assist with ensuring that the vehicles being driven by these individuals were left securely for pick up by the owners.

Comparing the same reporting period in 2025 to 2024

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

Code/Ordinance Enforcement

*The statistics/numbers below for 2025 **DO NOT** include open code violations from previous years.*

- 9 properties with *Blight/Rubbish*
- 9 *Vacant Properties*
- 29 *Animal*
- 8 *Golf Carts/ORV/ATV*
- 26 *Inoperable Vehicle*
- 4 *Recreational Vehicle Storage*
- 99 properties in violation of the *Grass/Weed*
- 0 properties with Council Approved Livestock

Meetings

- Chief Freeman – Thumb Investigator's
Personnel & Public Safety
- Chief Freeman & Sgt Pierce – Village Council
- Sgt Pierce – LEAD Tuscola
Child Advocacy Center Board
- Officer Coleman – Crossing Guard Training & Expectations

Training

- | | |
|--------------------|--|
| Chief Freeman – | CJIS Security & Privacy |
| Sgt Pierce – | CJIS Security & Privacy |
| Officer Coleman – | CJIS Security & Privacy
Annual Firearms Qualification |
| Officer Mroz – | Annual Firearms Qualification |
| Officer Hartzell – | Annual Firearms Qualification
Speed Radar Recertification |
| Office Wessels – | Speed Radar Recertification |

Public Relations

Officer Coleman represented the department at the Annual Night Out Event. This event is a nationally recognized program that allows citizens to interact with police officers and the various equipment used by law enforcement.

Significant Events

- Felonious Assault/Unlawful Imprisonment/Domestic Violence 2nd Offense
- Home Invasion
- Report of Active Shooter
- Felonious Assault
- Death Investigation

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
AUGUST	JULY	
08/01/2025-08/21/2025	07/01/2025-07/31/2025	

Offense	Description	AUGUST	JULY
11002	SEXUAL PENETRATION PENIS/VAGINA - CSC 3RD DEGREE	0	1
11008	SEXUAL CONTACT FORCIBLE - CSC 4TH DEGREE	0	1
13001	NONAGGRAVATED ASSAULT	1	3
13002	AGGRAVATED/FELONIOUS ASSAULT	2	0
13003	INTIMIDATION/STALKING	2	1
22001	BURGLARY - FORCED	0	1
23007	LARCENY - OTHER	1	2
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1
26007	FRAUD - IDENTITY THEFT	0	1
38003	OTHER FAMILY OFFENSE	1	0
50000	OBSTRUCTING JUSTICE	1	2
53001	DISORDERLY CONDUCT	2	0
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	0	1
91001	DELINQUENT MINORS	0	3
93001	TRAFFIC CRASH	1	2
93002	NONTRAFFIC CRASH	2	1
93003	TRAFFIC VIOLATION - CIVIL	2	7
93004	PARKING	2	1
93006	TRAFFIC POLICING	2	5
93007	TRAFFIC SAFETY	0	4
93008	BREATHALYZER INSPECTION	1	1
94002	FALSE ALARM ACTIVATION	2	10
98003	PROPERTY INSPECTION	1	1
98004	OTHER INSPECTION	0	8
98006	CIVIL MATTER	2	9
98007	SUSPICIOUS SITUATION	3	7
98008	FOUND/LOST PROPERTY	1	1
99001	SUICIDE OR ATTEMPT	0	1
99002	NATURAL DEATH	1	0
99003	MISSING PERSON	0	1
99007	PUBLIC RELATIONS	0	1
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	10	16
99009	GENERAL NON-CRIMINAL	4	0
99010A	ANIMALS	2	5
99010B	BLIGHT	1	0
99010C	GOLF CARTS	0	2
99010D	BRUSH IN STREET	0	2
99010G	GRASS/WEEDS	1	28
99010J	INOPERABLE VEHICLE	3	7
99010R	RUBBISH/GARBAGE IN YARD	0	2
99010T	ORV/ATV	0	4
99010V	VACANT PROPERTY	9	0
99010W	WASTE COLLECTION	6	5
99013	ASSIST TO ANOTHER POLICE AGENCY	9	16

Offense Count Report

Page: 2

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
AUGUST	JULY	
08/01/2025-08/21/2025	07/01/2025-07/31/2025	

Offense	Description	AUGUST	JULY
99911	911 HANGUP CALL	1	0
Totals:		77	165



Start: 2025-07-24

End: 2025-07-30

Times: 0:00:00-23:59:59

Volume by Speed

Seeger / Houghton, SB

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	0	0	2	10	19	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	26.5	36
1:00	0	0	0	1	7	6	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26.2	18
2:00	0	2	1	3	10	5	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	24.0	26
3:00	0	5	0	1	2	12	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23.7	23
4:00	0	3	1	2	3	13	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24.9	29
5:00	0	0	0	4	42	44	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26.4	100
6:00	1	5	7	10	49	123	42	1	0	0	0	0	0	0	0	0	0	0	0	0	0	26.7	238
7:00	2	7	11	20	121	234	61	9	0	0	0	0	0	0	0	0	0	0	0	0	0	26.3	465
8:00	3	12	20	30	137	276	64	5	1	0	0	0	0	0	0	0	0	0	0	0	0	25.7	548
9:00	3	23	34	39	202	330	66	4	1	0	0	0	0	0	0	0	0	0	0	0	0	25.2	702
10:00	3	29	39	46	248	422	113	5	3	0	0	0	0	0	0	0	0	0	0	0	0	25.5	908
11:00	6	42	40	49	292	403	116	9	0	0	0	0	0	0	0	0	0	0	0	0	0	25.0	957
12:00	9	37	43	51	305	470	138	9	2	1	0	0	0	0	0	0	0	0	0	0	0	25.5	1065
13:00	2	21	29	31	334	443	102	11	2	0	0	0	0	0	0	0	0	0	0	0	0	25.9	975
14:00	4	16	27	33	283	478	145	11	3	2	0	0	0	0	0	0	0	0	0	0	0	26.4	1002
15:00	2	19	21	24	313	486	151	12	3	0	0	0	0	0	0	0	0	0	0	0	0	26.5	1031
16:00	8	43	24	30	308	526	153	17	0	0	0	0	0	0	0	0	0	0	0	0	0	26.0	1109
17:00	4	15	34	38	239	470	153	12	1	0	0	0	0	0	0	0	0	0	0	0	0	26.5	966
18:00	1	21	17	25	189	442	93	5	2	1	0	0	0	0	0	0	0	0	0	0	0	26.4	796
19:00	1	17	17	22	206	305	60	6	1	0	0	0	0	0	0	0	0	0	0	0	0	25.9	635
20:00	1	10	16	20	166	240	50	9	0	0	0	0	0	0	0	0	0	0	0	0	0	26.0	512
21:00	0	8	10	12	129	138	40	2	0	0	0	0	0	0	0	0	0	0	0	0	0	25.5	339
22:00	1	4	5	13	94	79	28	0	0	1	0	1	0	0	0	0	0	0	0	0	0	25.6	226
23:00	2	6	5	7	54	64	24	2	1	0	0	0	0	0	0	0	0	0	0	0	0	25.6	165
Total	53	345	401	513	3743	6028	1630	132	20	5	0	1	0	0	0	0	0	0	0	0	0	25.9	12871



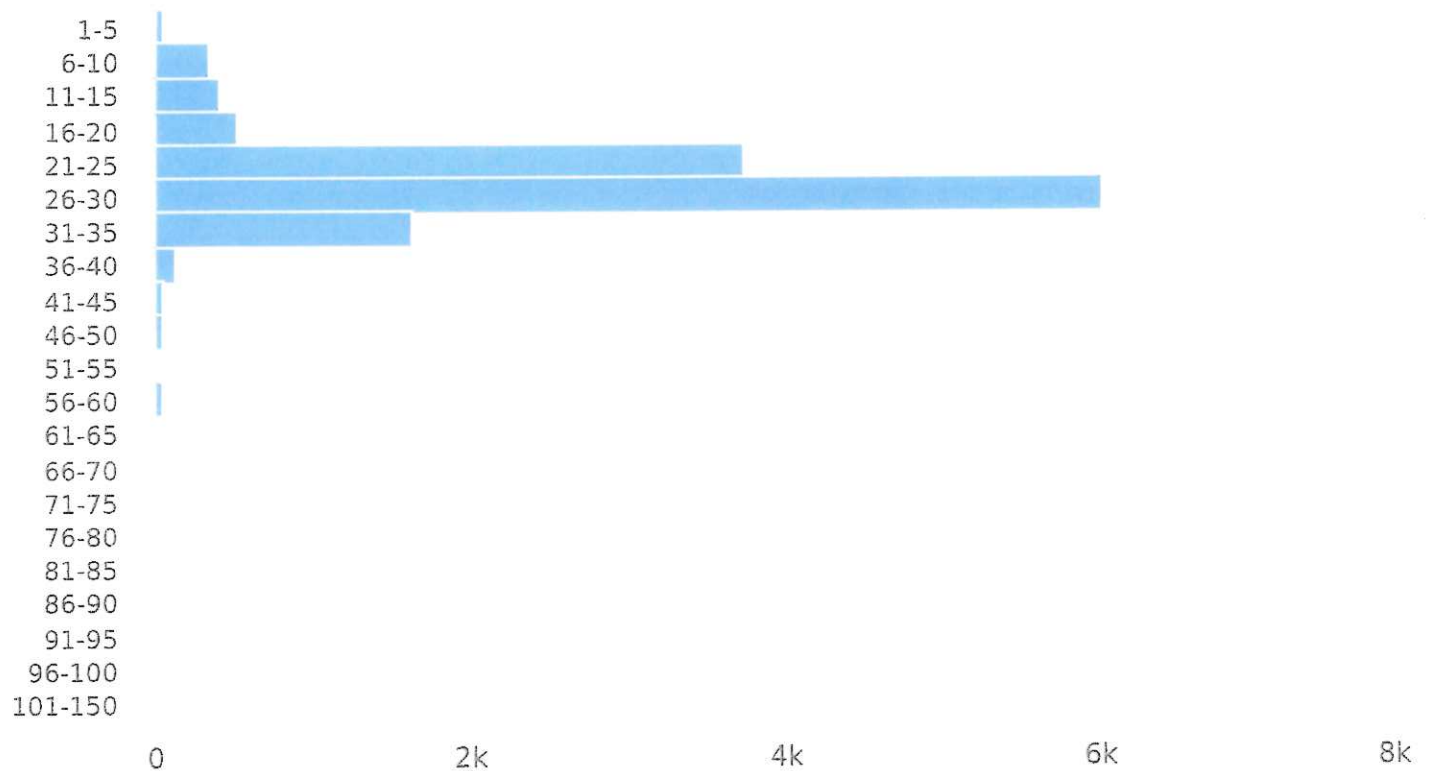
Start: 2025-07-24
End: 2025-07-30
Times: 0:00:00-23:59:59

Volume by Speed

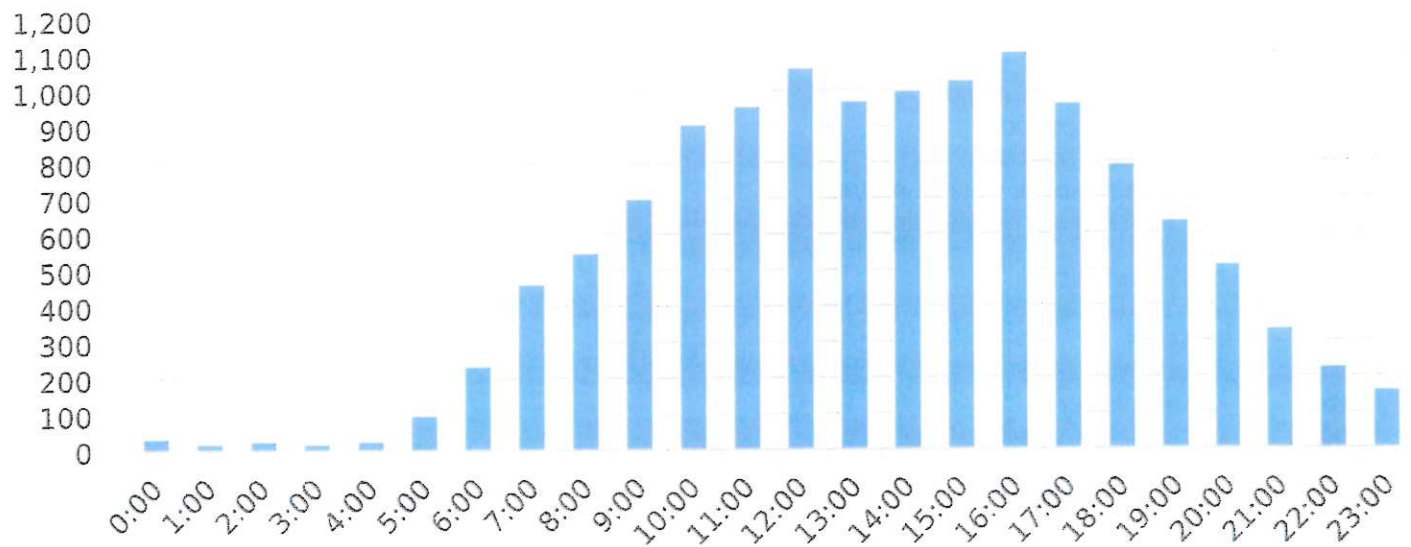
Seeger / Houghton, SB

Speed Bins: Size 5, Range 1 to 150
Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time



Offense Count Report

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Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2025	2024	
01/01/2025-08/21/2025	01/01/2024-08/21/2024	

Offense	Description	2025	2024
11001	SEXUAL PENETRATION PENIS/VAGINA - CSC 1ST DEGREE	0	2
11002	SEXUAL PENETRATION PENIS/VAGINA - CSC 3RD DEGREE	3	0
11003	SEXUAL PENETRATION ORAL/ANAL - CSC 1ST DEGREE	0	1
11007	SEXUAL CONTACT FORCIBLE - CSC 2ND DEGREE	3	0
11008	SEXUAL CONTACT FORCIBLE - CSC 4TH DEGREE	3	0
13001	NONAGGRAVATED ASSAULT	13	17
13002	AGGRAVATED/FELONIOUS ASSAULT	3	2
13003	INTIMIDATION/STALKING	12	16
21000	EXTORTION	1	0
22001	BURGLARY - FORCED	1	1
22002	BURGLARY - ENTRY WITHOUT FORCE	0	1
23003	LARCENY - THEFT FROM A BUILDING	2	2
23007	LARCENY - OTHER	7	9
25000	FORGERY/COUNTERFEITING	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	5	5
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	4
26006	FRAUD - BAD CHECKS	1	0
26007	FRAUD - IDENTITY THEFT	3	1
27000	EMBEZZLEMENT	0	1
29000	DAMAGE TO PROPERTY	4	9
30002	RETAIL FRAUD - THEFT	0	4
35001	VIOLATION OF CONTROLLED SUBSTANCES ACT	2	1
36004	SEX OFFENCE - OTHER	0	2
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	3	3
38003	OTHER FAMILY OFFENSE	12	11
48000	OBSTRUCTING POLICE	0	2
50000	OBSTRUCTING JUSTICE	14	30
52003	WEAPONS OFFENCE - OTHER	0	2
53001	DISORDERLY CONDUCT	7	10
53002	PUBLIC PEACE - OTHER	0	2
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	2	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	13
54003	TRAFFIC OFFENSE	6	50
55000	HEALTH AND SAFETY	4	12
57001	TRESPASS	5	3
70000	JUVENILE RUNAWAY	1	0
72000	ANIMAL CRUELTY	2	2
73000	MISCELLANEOUS CRIMINAL OFFENCE	0	2
89001	SERVICE OF COMMISSION PAPERS	1	0
91001	DELINQUENT MINORS	5	2
92004	INSANITY	1	4
93001	TRAFFIC CRASH	17	12

Offense Count Report

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Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2025	2024	
01/01/2025-08/21/2025	01/01/2024-08/21/2024	

Offense	Description	2025	2024
93002	NONTRAFFIC CRASH	5	6
93003	TRAFFIC VIOLATION - CIVIL	27	79
93004	PARKING	36	63
93006	TRAFFIC POLICING	31	60
93007	TRAFFIC SAFETY	10	10
93008	BREATHALYZER INSPECTION	7	8
93009	BREATHALYZER TEST	1	0
94002	FALSE ALARM ACTIVATION	21	14
97006	ACCIDENT - ALL OTHER	0	2
98002	INVESTIGATION - VEHICLE	0	2
98003	PROPERTY INSPECTION	18	7
98004	OTHER INSPECTION	59	68
98005	UNFOUNDED ALARM	0	2
98006	CIVIL MATTER	41	41
98007	SUSPICIOUS SITUATION	65	64
98008	FOUND/LOST PROPERTY	15	23
98009	DRUG OVERDOSE	1	0
99001	SUICIDE OR ATTEMPT	4	5
99002	NATURAL DEATH	3	2
99003	MISSING PERSON	1	0
99007	PUBLIC RELATIONS	2	8
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	123	113
99009	GENERAL NON-CRIMINAL	14	15
99010	VILLAGE ORDINANCE VIOLATION	5	2
99010A	ANIMALS	29	38
99010B	BLIGHT	2	9
99010C	GOLF CARTS	3	5
99010D	BRUSH IN STREET	3	5
99010F	FIREWORKS	0	2
99010G	GRASS/WEEDS	99	195
99010H	RECREATIONAL VEHICLE STORAGE	4	4
99010J	INOPERABLE VEHICLE	28	57
99010L	LOITERING	0	2
99010N	UNNECESSARY NOISE	2	4
99010R	RUBBISH/GARBAGE IN YARD	9	12
99010T	ORV/ATV	5	3
99010V	VACANT PROPERTY	9	24
99010W	WASTE COLLECTION	21	23
99010X	SIGNS	0	73
99010Y	HARBORING LIVESTOCK	0	3
99010Z	ZONING	1	8
99011	CURFEW VIOLATION	0	1
99013	ASSIST TO ANOTHER POLICE AGENCY	62	65
99911	911 HANGUP CALL	1	4
Totals:		916	1370

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
9901-0 -- VILLAGE ORDINANCE VIOLATION					Count: 5
25-000070	01/25/2025	Door to Door Soliciting		HARTZELL, WILLIAM	Closed
25-000147	02/21/2025	Snow Violation		COLEMAN, ASHLEY	Closed
25-000148	02/21/2025	Snow Violation		COLEMAN, ASHLEY	Closed
25-000269	04/02/2025	Littering		FREEMAN, JAMES	Unfounded
25-000648	06/27/2025	Open Burning		HARTZELL, WILLIAM	Closed
9901-0A -- ANIMALS					Count: 29
25-000082	01/28/2025	Recreational Storage		COLEMAN, ASHLEY	Complied
25-000131	02/14/2025	Barking Dog		WAGNER, JEFFREY	Cleared by Citation
25-000132	02/15/2025	Dog at Large		WESSELS, DREW	Closed
25-000141	02/19/2025	Harboring Wildlife		PIERCE, RYAN	Closed
25-000149	02/21/2025	Dispatch Deer		COLEMAN, ASHLEY	Closed
25-000153	02/23/2025	Barking Dog		HARTZELL, WILLIAM	Closed
25-000234	03/24/2025	Dog @ Large/Failure to Clean		FREEMAN, JAMES	Exceptional Clearance
25-000289	04/07/2025	Fail to Pick Up Dog Feces		FREEMAN, JAMES	Closed
25-000335	04/21/2025	Feeding Wildlife		FREEMAN, JAMES	Closed
25-000345	04/24/2025	Dog @ Large		FREEMAN, JAMES	Closed
25-000351	04/24/2025	Dog Bite		MROZ, GREGORY	Turned Over Animal Control
25-000362	04/27/2025	Animal Bite		HARTZELL, WILLIAM	Turned Over Animal Control
25-000385	05/04/2025	Dog @ Large		OWENS, WILLIAM	Closed
25-000420	05/11/2025	Barking Dog		FREEMAN, JAMES	Cleared by Citation
25-000423	05/11/2025	Dogs @ Large		OWENS, WILLIAM	Closed
25-000434	05/13/2025	Number of Domestic Animals		MROZ, GREGORY	Turned Over Animal Control
25-000519	05/29/2025	Dogs At Large		WAGNER, JEFFREY	Closed
25-000530	06/03/2025	Coyote Concern		FREEMAN, JAMES	Closed
25-000531	06/03/2025	Abandoned Fawn		FREEMAN, JAMES	Closed
25-000565	06/12/2025	Dog @ Large		WAGNER, JEFFREY	Closed
25-000570	06/13/2025	Dog At Large		WAGNER, JEFFREY	Closed
25-000636	06/24/2025	Dog @ Large		FREEMAN, JAMES	Closed
25-000706	07/06/2025	Dog At Large		WAGNER, JEFFREY	Closed
25-000749	07/20/2025	Ast TCAC w/ Dog @ Large		WESSELS, DREW	Turned Over Animal Control
25-000754	07/21/2025	Cat at Large		FREEMAN, JAMES	Closed
25-000801	07/28/2025	Dispatch Sick Skunk		FREEMAN, JAMES	Closed
25-000804	07/28/2025	Animal Neglect		HARTZELL, WILLIAM	Closed
25-000856	08/08/2025	Dog at Large		HARTZELL, WILLIAM	Closed
25-000907	08/21/2025	Rabid Skunk		WAGNER, JEFFREY	Closed
9901-0B -- BLIGHT					Count: 2
25-000275	04/03/2025	Blighted Building		COLEMAN, ASHLEY	Notice Mailed
25-000843	08/05/2025	Blighted Structure		MROZ, GREGORY	In Person Contact
9901-0C -- GOLF CARTS					Count: 3
25-000219	03/18/2025	Golf Cart Violation		FREEMAN, JAMES	Closed
25-000759	07/21/2025	Golf Cart Violation		HARTZELL, WILLIAM	Closed
25-000820	07/30/2025	Golf Cart Violation		FREEMAN, JAMES	Closed

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-0D -- BRUSH IN STREET</i>					Count: 3
25-000262	04/01/2025	Brush in Street		FREEMAN, JAMES	Complied
25-000818	07/30/2025	Brush in Street		MROZ, GREGORY	Closed
25-000824	07/31/2025	Brush in Street		MROZ, GREGORY	Closed
<i>9901-0G -- GRASS/WEEDS</i>					Count: 99
25-000397	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000398	05/07/2025	Grass/Weeds		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000399	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000400	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000401	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000402	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000403	05/07/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000424	05/11/2025	Tall Grass/Weeds		OWENS, WILLIAM	Closed
25-000428	05/13/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000429	05/13/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000430	05/13/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000431	05/13/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000432	05/13/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000440	05/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000441	05/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000442	05/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000456	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000459	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000460	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000461	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000462	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000463	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000464	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000465	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000466	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000467	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000468	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000469	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000470	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000471	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000472	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000473	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000474	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000475	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000476	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000478	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000479	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000480	05/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000481	05/20/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000549	06/09/2025	Grass/Weeds		MROZ, GREGORY	Closed
25-000550	06/09/2025	Grass/Weeds		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000551	06/09/2025	Grass/Weeds		MROZ, GREGORY	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
25-000552	06/09/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000553	06/09/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000554	06/09/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000560	06/10/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000561	06/10/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000562	06/10/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000573	06/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000574	06/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000575	06/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000576	06/14/2025	Grass/Weeds		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000577	06/14/2025	Grass/Weeds		MROZ, GREGORY	Closed
25-000578	06/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000579	06/14/2025	Grass/Weeds		MROZ, GREGORY	Closed
25-000580	06/14/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000590	06/16/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000595	06/17/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000596	06/17/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000602	06/18/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000621	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000622	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000623	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000624	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000625	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000626	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000627	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000628	06/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000637	06/24/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000666	06/30/2025	Grass/Weeds		FREEMAN, JAMES	Turned Over to Parks for Mowing
25-000681	07/03/2025	Grass/Weeds		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000688	07/04/2025	Rubbish on Property/Grass		MROZ, GREGORY	Complied
25-000689	07/04/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000690	07/04/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000691	07/04/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000708	07/07/2025	Blighted Structure		MROZ, GREGORY	Complied
25-000739	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000740	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000741	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000742	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000743	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000744	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000745	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000746	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000747	07/19/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000765	07/22/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000766	07/22/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000769	07/23/2025	Grass/Weeds		MROZ, GREGORY	Complied

Offense Report

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Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
25-000770	07/23/2025	Grass/Weeds		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000771	07/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000772	07/23/2025	Grass/Weeds		MROZ, GREGORY	Closed
25-000773	07/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000774	07/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000775	07/23/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000778	07/23/2025	Grass/Weeds/Rubbish on Property		MROZ, GREGORY	In Person Contact
25-000803	07/28/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000817	07/30/2025	Grass/Weeds		MROZ, GREGORY	Complied
25-000825	07/31/2025	Grass/Weeds/Inoperable Vehicle		MROZ, GREGORY	Notice Mailed
25-000871	08/13/2025	Grass/Weeds		MROZ, GREGORY	Complied

9901-0H -- RECREATIONAL VEHICLE STORAGE

Count: 4

25-000082	01/28/2025	Recreational Storage		COLEMAN, ASHLEY	Complied
25-000126	02/13/2025	Recreational Storage/Inoperable Vehicles		FREEMAN, JAMES	Complied
25-000268	04/02/2025	Recreational Storage		FREEMAN, JAMES	Complied
25-000629	06/23/2025	Recreational Storage		MROZ, GREGORY	Complied

9901-0J -- INOPERABLE VEHICLE

Count: 26

25-000040	01/16/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000051	01/22/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000052	01/22/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000056	01/23/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000086	01/29/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000121	02/12/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000122	02/12/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000127	02/13/2025	Inoperable Vehicle/s		FREEMAN, JAMES	Complied
25-000242	03/27/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000263	04/01/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000326	04/16/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000357	04/25/2025	Inoperable Vehicle		MROZ, GREGORY	Complied
25-000417	05/10/2025	Unregistered Vehicle		WAGNER, JEFFREY	Complied
25-000446	05/15/2025	Inoperable Vehicle		WAGNER, JEFFREY	Cleared by Citation
25-000639	06/24/2025	Inoperable Vehicle		MROZ, GREGORY	Complied
25-000664	06/30/2025	Inoperable Vehicle		FREEMAN, JAMES	Closed
25-000683	07/03/2025	24hr Waste Collection/Inoperable Vehicle		FREEMAN, JAMES	Open
25-000723	07/12/2025	Inoperable Vehicle (Parts)		WAGNER, JEFFREY	Complied
25-000767	07/22/2025	Inoperable Vehicle		MROZ, GREGORY	Complied
25-000779	07/23/2025	Inoperable Vehicle		MROZ, GREGORY	Closed
25-000815	07/30/2025	Inoperable Vehicle		MROZ, GREGORY	Notice Mailed
25-000825	07/31/2025	Grass/Weeds/Inoperable Vehicle		MROZ, GREGORY	Notice Mailed
25-000827	07/31/2025	Inoperable Vehicle		MROZ, GREGORY	Complied
25-000838	08/04/2025	Inoperable Vehicle		MROZ, GREGORY	In Person Contact
25-000839	08/04/2025	Inoperable Vehicle		MROZ, GREGORY	Complied
25-000841	08/04/2025	Inoperable Vehicles		MROZ, GREGORY	In Person Contact

9901-0N -- UNNECESSARY NOISE

Count: 2

25-000210	03/12/2025	Disturbing the Peace		WAGNER, JEFFREY	Closed
25-000647	06/27/2025	Noise Violation		HARTZELL, WILLIAM	Closed

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-OR -- RUBBISH/GARBAGE IN YARD</i>					Count: 7
25-000097	02/01/2025	Rubbish on Property		WAGNER, JEFFREY	Complied
25-000326	04/16/2025	Inoperable Vehicle		FREEMAN, JAMES	Complied
25-000333	04/21/2025	Rubbish on Property		FREEMAN, JAMES	Open
25-000634	06/23/2025	Rubbish on Property		MROZ, GREGORY	Turned Over to Parks for Mowing
25-000667	06/30/2025	Rubbish on Property		MROZ, GREGORY	Complied
25-000688	07/04/2025	Rubbish on Property/Grass		MROZ, GREGORY	Complied
25-000778	07/23/2025	Grass/Weeds/Rubbish on Property		MROZ, GREGORY	In Person Contact
<i>9901-OT -- ORV/ATV</i>					Count: 5
25-000438	05/13/2025	ORV Violation		PIERCE, RYAN	Closed
25-000748	07/19/2025	ORV/ATV Violation		WESSELS, DREW	Closed
25-000783	07/23/2025	ORV Violation		PIERCE, RYAN	Closed
25-000809	07/29/2025	ORV/ATV Violation		FREEMAN, JAMES	Closed
25-000810	07/29/2025	ORV/ATV Violation		WESSELS, DREW	Closed
<i>9901-OV -- VACANT PROPERTY</i>					Count: 9
25-000896	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000897	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000898	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000899	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000900	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000901	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000902	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000903	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
25-000904	08/21/2025	Vacant Property		MROZ, GREGORY	Registered
<i>9901-OW -- WASTE COLLECTION</i>					Count: 21
25-000116	02/11/2025	Waste Collection		FREEMAN, JAMES	Closed
25-000228	03/20/2025	Garbage Collection		FREEMAN, JAMES	Closed
25-000301	04/10/2025	Improper Dumping		PIERCE, RYAN	Closed
25-000304	04/10/2025	Improper Dumping		MROZ, GREGORY	Closed
25-000386	05/05/2025	Waste Collection		FREEMAN, JAMES	Closed
25-000387	05/05/2025	Waste Collection		FREEMAN, JAMES	Closed
25-000388	05/05/2025	Waste Collection		FREEMAN, JAMES	Closed
25-000406	05/08/2025	Waste Collection		FREEMAN, JAMES	Complied
25-000589	06/16/2025	24hr Waste Collection		FREEMAN, JAMES	Closed
25-000603	06/18/2025	24hr Waste Collection		FREEMAN, JAMES	Closed
25-000683	07/03/2025	24hr Waste Collection/Inoperable Vehicle		FREEMAN, JAMES	Open
25-000760	07/22/2025	24hr Garbage Collection		FREEMAN, JAMES	Closed
25-000761	07/22/2025	24hr Garbage Collection		FREEMAN, JAMES	Closed
25-000762	07/22/2025	24hr Garbage Collection		FREEMAN, JAMES	Closed
25-000816	07/30/2025	Waste Collection		MROZ, GREGORY	Closed
25-000835	08/04/2025	24hr Waste Collection		MROZ, GREGORY	Closed
25-000836	08/04/2025	24hr Waste Collection		MROZ, GREGORY	Closed
25-000837	08/04/2025	24hr Waste Collection		MROZ, GREGORY	Closed
25-000846	08/06/2025	24hr Waste Collection		MROZ, GREGORY	Closed
25-000886	08/19/2025	24 Hour Waste Collection		MROZ, GREGORY	Closed
25-000889	08/20/2025	24 Hour Waste Collection		MROZ, GREGORY	Closed

Offense Report

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Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/12/2025	08/21/2025	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
9901-0Z -- ZONING					Count: 1
25-000392	05/05/2025	Zoning Violation		FREEMAN, JAMES	Complied
Total:					216

Offense Activity Counts

