

AGENDA

January 26, 2026

Regular Meeting – 6:00 P.M.

- Call to Order
- Roll Call
- Public Hearing – Proposed Ordinance 213 – Repeal Tree Ordinance
- Public Hearing – Proposed Ordinance 214 – Trees and Shrubs
- Review Minutes of Regular Meeting of December 15, 2025 – page 5
- Review Minutes of Committee of the Whole Meeting of January 14, 2026 – page 17
- Review Financial Statement ending December 31, 2025 – page 19
- Citizen Comments
- Budget and Finance
 - Approval of Bills
 - Set Public Hearing for Requested Commercial Facilities Exemption for Recker Holdings, LLC for February 23, 2026
 - Approve Payment of 2026 Tuscola Economic Development Corporation Allocation – page 41
- Public Services Committee
 - Approve Biotech Land Application Payment – page 43
 - Approve Spicer Proposal for Dale Street – page 45
- Personnel and Public Safety
 - Approve Bob's Bump Shop Repair Quote for 2025 Ford Police Utility Vehicle – page 55
- Parks and Recreation Committee
- Downtown Development Authority - Meeting Minutes of December 9, 2025 – page 59
- Economic Development Corporation - Meeting Minutes of December 9, 2025 – page 61
- Planning Commission - Meeting Minutes of December 2, 2025 – page 62
 - Second Reading and Adoption of Proposed Ordinance 213 – Repeal Tree Ordinance – page 63
 - Second Reading and Adoption of Proposed Ordinance 214 – Trees and Shrub Ordinance – page 65
 - Introduce and First Reading of Proposed Ordinance 215 – Rezoning Parcels – page 81
 - Set Public Hearing for Proposed Ordinance 215 – Rezoning Parcels – Feb 23, 2026
- Manager's Report – page 89
- Communications
- Other Business
 - **Closed Session**, in accordance with the Open Meetings Act 267 of 1976, Section 15.268, Sec. 8 (c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.
- Adjournment

February 2026 Meetings and Events:

February 3 – Planning Commission, 7 pm

February 10 – DDA/EDC Meeting, 1:30 pm

February 11 – Personnel & Public Safety Committee, 4 pm

February 18 – Public Services Committee, 12 pm

February 23 – Budget & Finance Committee, 5 pm

February 23 – Council Meeting, 6 pm

March 10, 2026 – Parks Committee, 4 pm

**Cass City Village Council
PUBLIC NOTICE**

The Cass City Village Council will be holding a
Public Hearing at the Municipal Building,
6506 Main Street, Cass City, Michigan,

**Monday, January 26, 2026 at 6:01 P.M.
To receive comments on
Proposed Ordinance # 213,
Repeal Tree Ordinance**

And

**Monday, January 26, 2026 at 6:02 P.M.
To receive comments on
Proposed Ordinance # 214,
Trees and Shrubs**

**The proposed ordinance can be found on the
Village Website at www.casscity.org
Drop down to Government, Ordinances,
Proposed Ordinance #213 and #214**

The Public is invited to attend.

Nanette S. Walsh, Clerk/Treasurer

A Regular Meeting of the Cass City Village Council was held at the Cass City Municipal Building on Monday, December 15, 2025, at 6:00 p.m. Council Members present: President Robert Piaskowski, Trustees: Jeffrey Benkelman, Jordan Goka, Dustin Griesing, Michael Kirn and Eric Oslund. Excused: Kevven Dorland

MOTION# 2025.12.15-01

MOTION by Trustee Benkelman, Supported by Trustee Griesing, to approve the amended December 15, 2025 Regular Meeting agenda. MOTION CARRIED 6 yeas 0 nays.

Public Hearing, – Proposed 2026 Village of Cass City Millage Rates

MOTION# 2025.12.15-02

MOTION by Griesing, Supported by Trustee Kirn, to open a public hearing to receive comments on the proposed 2026 Village of Cass City Millage Rates. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

A Public Hearing began at 6:02 pm to receive public comments on the Proposed 2026 Millage Rates.

There were no comments from the public. There were no comments from the Councilmembers.

MOTION# 2025.12.15-03

MOTION by Trustee Oslund, Supported by Trustee Benkelman, to close a public hearing to receive comments on the Proposed 2026 Village of Cass City Millage Rates. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

The Public Hearing was closed at 6:03 pm.

Public Hearing, – Proposed 2026 Village of Cass City Financial Budget

MOTION# 2025.12.15-04

MOTION by Kirn, Supported by Trustee Benkelman, to open a public hearing to receive comments on the Proposed 2026 Village of Cass City Financial Budget. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

A Public Hearing began at 6:04 pm to receive public comments on the Proposed 2026 Village of Cass City Financial Budget.

There were no comments from the public. There were no comments from the Councilmembers.

MOTION# 2025.12.15-05

MOTION by Trustee Oslund, Supported by Trustee Benkelman, to close a public hearing to receive comments on the Proposed 2026 Village of Cass City Financial Budget. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

The Public Hearing was closed at 6:05 pm.

Allison Ziembra, Cass City Public Schools Superintendent, gave a brief presentation on the proposed 2026 Safe Routes to School Grant, through the Michigan Department of Transportation (MDOT), and asked for Village Council support for the project.

MOTION# 2025.12.15-06

MOTION by Trustee Benkelman, Supported by Trustee Oslund, to receive, approve, and file the minutes of the November 24, 2025, Regular Meeting. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-07

MOTION by Trustee Kirn, Supported by Trustee Benkelman, to receive, approve, and file the minutes of the December 3, 2025, Committee of the Whole Meeting. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-08

MOTION by Trustee Oslund, Supported by Trustee Benkelman to receive, and accept the Financial Statements of November 30, 2025. MOTION CARRIED 6 yeas 0 nays.

There were no comments during Citizen Comments.

MOTION# 2025.12.15-09

MOTION by Trustee Goka, Supported by Trustee Griesing, to receive and file the Village of Cass City Accounts Payable paid invoices. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-10

MOTION by Trustee Goka, Supported by Trustee Benkelman to approve the Fourth Quarter 2025 Village of Cass City Budget Amendment. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-11

MOTION by Trustee Benkelman, Supported by Trustee Goka to Adopt a Resolution approving the 2026 Village of Cass City **Millage Rates**. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-12

MOTION by Trustee Benkelman, Supported by Trustee Goka, to Adopt a Resolution approving the 2026 Fiscal Year Budget General Appropriations Act and the 2026 Village of Cass City **Financial Budget.** Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-13

MOTION by Trustee Goka, Supported by Trustee Griesing, to approve the Renewal of the Insurance Policy with Decker Agency for property, liability causality, and vehicle insurance for the 2026 Fiscal Year in the total amount of \$70,877. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-14

MOTION by Trustee Benkelman, Supported by Trustee Goka, to approve Anderson, Tuckey, Bernhardt and Doran proposal for the Village of Cass City Financial Audits for the contract years 2025-2027. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-15

MOTION by Trustee Griesing, Supported by Trustee Benkelman, to approve the NASPO Value Point FMV 60 Month Lease Agreement with Pitney Bowes for a Postage Meter, Installation, Web Browser Integration, Metering Services and Maintenance at a cost of \$838.56 per year, for a total of \$4,192.80 for a five (5) year term. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-16

MOTION by Trustee Griesing, Supported by Trustee Goka, to Adopt a Resolution approving the Safe Routes to School 2026 Program, funded by the Michigan Department of Transportation. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-17

MOTION by Trustee Goka, Supported by Trustee Benkelman, to adopt the updated Michigan Department of Transportation (MDOT) Performance Resolution for Municipalities. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-18

MOTION by Trustee Kirn, Supported by Trustee Benkelman, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on October 14, 2025. MOTION CARRIED 6 yeas 0 nays

MOTION# 2025.12.15-19

MOTION by Trustee Griesing, Supported by Trustee Benkelman, to ratify payment to Mural Mosaic, Inc, for the purchase of a tile mural kit for the Semi quincentennial celebration, in the amount of \$5,147. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-20

MOTION by Trustee Oslund, Supported by Trustee Benkelman, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on October 14, 2025. MOTION CARRIED 6 yeas 0 nays

MOTION# 2025.12.15-21

MOTION by Trustee Benkelman, Supported by Trustee Oslund, to receive and file the minutes of the Cass City Planning Commission held on November 4, 2025. MOTION CARRIED 6 yeas 0 nays

MOTION# 2025.12.15-22

MOTION by Trustee Goka, Supported by Trustee Benkelman, to introduce and conduct first reading of Proposed Ordinance #213, Repeal Tree Ordinance. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-23

MOTION by Trustee Griesing, Supported by Trustee Benkelman, to set a public hearing on Monday, January 26, 2026 at 6:01 pm to receive comments on Proposed Ordinance #213, Repeal Tree Ordinance. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2025.12.15-24

MOTION by Trustee Kirn, Supported by Trustee Benkelman, to introduce and conduct first reading of Proposed Ordinance #214, Trees and Shrubs Ordinance. Roll Call Vote: Benkelman: yea, Dorland: excused, Goka: yea, Griesing: yea, Kirn: yea, Oslund: yea, Piaskowski: yea. MOTION CARRIED 6 yeas, 0 nays, 1 excused

MOTION# 2025.12.15-25

MOTION by Trustee Griesing, Supported by Trustee Goka, to set a public hearing on Monday, January 26, 2026 at 6:03 pm to receive comments on Proposed Ordinance #214, Trees and Shrubs Ordinance. MOTION CARRIED 6 yeas 0 nays.

Manager Powell presented the Village of Cass City 2025 Annual Report, highlighting the Master Plan Update. The 2025 Village Strategic Planning Goals Update was reviewed.

MOTION# 2025.12.15-26

MOTION by Trustee Benkelman, Supported by Trustee Goka, to adjourn the meeting at 7:03 pm. MOTION CARRIED 6 yeas 0 nays.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MCAT

Village of Cass City Resolution

2026 MILLAGE RATE

A RESOLUTION TO PROVIDE FOR ADOPTION OF THE 2026 MILLAGE RATE

At a Regular Cass City Village Council Meeting held on Monday, December 15, 2025:

MOTION BY: Trustee Benholman SUPPORTED BY: Trustee Goka

Now therefore be it resolved, the Village Council hereby adopts the proposed Village of Cass City Millage Rates for 2026 and set the millage to provide the Tax Revenues included in the Adopted Fiscal Year 2026 budget as follows:

	Mills
Village General Operating	12.2246
Streets	4.8822
PA Act 359 – Promotion	0.7200
 Total Village Millage:	 17.8268

Be it further resolved, 1% administration fee be charged and that $\frac{1}{2}$ of the above millage rates on the Industrial Development Exemption Tax Roll be levied.

Ayes: 6 Nays: 0


Nanette S. Walsh
Village Clerk/Treasurer

CERTIFICATE

I do hereby certify that the foregoing is a complete and true copy of a resolution, the original of which is on file in my office, adopted by the Cass City Village Council at a regular meeting held on Monday, December 15, 2025.


Clerk/Treasurer, Village of Cass City

VILLAGE OF CASS CITY RESOLUTION

2026 FISCAL YEAR BUDGET GENERAL APPROPRIATIONS ACT

A RESOLUTION TO PROVIDE FOR ADOPTION OF A BUDGET AND CAPITAL IMPROVEMENT PROGRAM PROPOSED BY THE VILLAGE MANAGER CONTAINING ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES FOR

THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

At a Regular Cass City Village Council Meeting on Monday, December 15, 2025:

MOTION by: Benkelman Supported by: Yoka

WHEREAS, in accordance with the provisions of Public Act 2 of 1968, Public Act 621 of 1978, As Amended, the Uniform Budgeting and Accounting Act for Local Government, and Ordinance 124 of the Village of Cass City, the Village Manager as the Chief Administrative Officer and the Chief Financial Officer, shall prepare the budget proposal for the ensuing year and shall submit it to the Village Council at its meeting on November 24, 2025 and

WHEREAS, at its November 24, 2025, Meeting, Village Council received the Village Manager's Proposed 2026 Village Budget Plan and Six-Year Capital Improvement Program, and held a Public Hearing on December 15, 2025 at 6:05 PM to hear comments on the Proposed Budget Plan; and

WHEREAS, the Village Council, following the Public Hearing on the Proposed Budget, acknowledges the Village tax rates for 2026 that were presented at the November 24, 2025 Regular Meeting, to provide the tax revenues included in the Proposed 2026 Budget as follows:

Village General Operating	12.2246 Mills
Streets	4.8822 Mills
Community Promotion	0.7200 Mills
Total Village Millage:	17.8268 Mills

per Thousand Dollars (\$1,000) of taxable valuation, as equalized; and

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Cass City:

SECTION 1. That for the revenues and expenditures of the Village Government and its activities for the fiscal year, **beginning January 1, 2026 and ending December 31, 2026**, the amounts in the following sections are hereby appropriated.

SECTION 2. That for the said fiscal year the General Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 2,218,767
TOTAL EXPENDITURES	\$ 2,218,729
TOTAL FROM FUND BALANCE	\$ 121,135

SECTION 3. That for the said fiscal year the Major Streets Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 492,203
TOTAL EXPENDITURES	\$ 447,076

SECTION 4. That for the said fiscal year the Local Streets Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 767,940
TOTAL EXPENDITURES	\$ 756,647
TOTAL FROM FUND BALANCE	\$ 220,000

SECTION 5. That for the said fiscal year the Economic Development Corporation is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 14,000
TOTAL EXPENDITURES	\$ 14,000

SECTION 6. That for the said fiscal year the Downtown Development Authority is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 52,698
TOTAL EXPENDITURES	\$ 52,698

SECTION 7. That for the said fiscal year the Wastewater Treatment: Capital Project is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 15,278,329
TOTAL EXPENDITURES	\$ 15,278,329

SECTION 8. That for the said fiscal year the Water Recreation Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 500
TOTAL EXPENDITURES	\$ 500

SECTION 9. That for the said fiscal year the Wastewater Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 1,269,450
TOTAL EXPENDITURES	\$ 1,043,162

SECTION 10. That for the said fiscal year the Water Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 1,502,989
TOTAL EXPENDITURES	\$ 1,502,604
TOTAL FROM FUND BALANCE	\$ 385,000

SECTION 11. That for the said fiscal year the Motor Vehicle Fund is hereby appropriated, on a fund basis, as follows:

TOTAL REVENUES	\$ 484,538
TOTAL EXPENDITURES	\$ 422,303

SECTION 12. That amounts budgeted for specific items or purposes and are not required to be utilized for such items or purposes, may be spent by the Village Manager, for other items or purposes within the same fund for which such allocations are made, except as provided for in Village Code, Sections 2-84 and 2-85, limitations.

SECTION 13. Be it further resolved that the Property Tax Collection Fee and any type of late penalty charge as provided for by statute be assessed.

SECTION 14. Be it further resolved that charges, services, fees, permits, licenses, penalties, and fines are hereby assessed, to provide for the revenues included in the proposed 2026 Fiscal Year Budget excepting where ordinance amendment and public notice is required.

Ayes: Benkelman, Goka, Griesing, Kinn, Oslund, Piaskowski
Nays: None

Resolution Adopted/Not Adopted

CERTIFICATE

I, Nanette S. Walsh, Cass City Village Clerk, do hereby certify that the foregoing is a complete and true copy of a resolution, the original of which is on file in my office, adopted by the Cass City Village Council at a regular meeting thereof held on Monday, December 15, 2025.

Nanette S. Walsh
Nanette S. Walsh Village Clerk/Treasurer

12.15.2025

Date

**VILLAGE OF CASS CITY RESOLUTION
RESOLUTION #2025.12.15 -**

**A RESOLUTION OF THE VILLAGE COUNCIL OF CASS CITY
TO SPECIFY SUPPORT, ESTABLISH A REQUEST FOR FUNDING,
DESIGNATE AN AGENT, ATTEST THE EXISTENCE OF FUNDS
TO CARRY OUT VARIOUS INFRASTRUCTURE PROJECTS, AND COMMIT TO
IMPLEMENTING A MAINTENANCE PROGRAM FOR INFRASTRUCTURE FOR THE
CASS CITY SAFE ROUTES TO SCHOOL 2026 PROGRAM
FUNDED BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Safe Routes to School program, a federally funded program enacted with the passage of the federal Infrastructure Investment and Jobs Act (IIJA) is administered in Michigan by the Michigan Department of Transportation (MDOT), and

WHEREAS, the Village of Cass City acknowledges and embraces the need of having safe routes for students to walk to school, and

WHEREAS, the Safe Routes to School program is active in the Village of Cass City, and

WHEREAS, the Safe Routes to School Committee will submit a Safe Routes to School funding grant application for the "Cass City Safe Routes to School 2026" program, and

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW THEREFORE BE IT RESOLVED THAT:

Village Manager Deboria Powell is authorized by this Council, and is thereby empowered, to take all steps necessary to request Safe Routes to School funding, act as the Village of Cass City's agent during Safe Routes to School project development, and sign a project agreement upon receipt of a funding award;

BE IT FURTHER RESOLVED THAT, the Village attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, potential cost overruns, and any non-participating items;

BE IT FURTHER RESOLVED THAT, the Village commits to owning and operating the facility constructed with Safe Routes to School funding and funding and implementing a maintenance program in perpetuity.

MOTION BY: Giesing

SUPPORTED BY: Kirn

AYES: Benkelman, Giesing, Kirn, Oslund, Piaskowski

NAYS: None

RESOLUTION: Adopted

Robert Piaskowski

Robert Piaskowski, Village President

Nanette Walsh

Nanette Walsh, Clerk

Certification

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Cass City Village Council, County of Tuscola, Michigan, at a meeting held on Monday, December 15, 2025.

12-15-2025
Date

Nanette Walsh
Clerk, Village of Cass City

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ Village of Cass City
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

James Freeman, Chief of Police

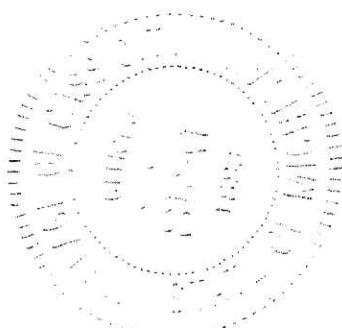
Deboria Powell, Village Manager

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the VILLAGE OF CASS CITY COUNCIL
(Name of Board, etc.)
of the VILLAGE OF CASS CITY of TUSCOLA
(Name of MUNICIPALITY) (County)
at a REGULAR meeting held on the 15th day
of DECEMBER A.D. 2025.

Nanette S. Walsh
Signed

CLERK / TREASURER
Title
Nanette S. Walsh
Print Signed Name



A Committee of the Whole Meeting of the Cass City Village Council was held Wednesday, January 14, 2025 at 6:00 p.m. at the Municipal Building.

Present: President Robert Piaskowski, Trustees: Jordan Goka, Michael Kirn, Eric Oslund

Excused: Jefrey Benkelman, Kevven Dorland, Dustin Griesing

Staff Present were Debbie Powell, Village Manager, Nanette Walsh, Clerk/Treasurer, RJ Klaus, Utilities Superintendent, Jim Freeman, Police Chief, Ryan Pierce, Police Sergeant, Melanie Radabaugh, Parks Director/Economic Development Director, Laken Chapin, CEDAM Fellow

Melanie Radabaugh gave a presentation on the Cass City Tile Mural Project for the Semi quincentennial. 200 Tiles will be painted by local artisans and residents, and then laid out on a secondary board to form the picture of the American flag, superimposed by an American Bald Eagle. The Community Painting Day is scheduled for February 28, 2026 at the Cass City VFW Hall. After discussion, prospected painters would be considered from upper level high school students and local volunteers, via random draw if interest peaks over 200 potential painters. Press releases will promote an invitation for volunteers, and the anticipated final project image.

Radabaugh gave a second presentation on the high water irrigation usage at the Cass City Baseball Fields. A resolution in 2017 allowed for 500,000 gallons of unbillable water per meter, with overages charged to the Cass City Baseball Federation. Another similar resolution was in effect for the Cass City Softball League. In 2025, irrigation water was recorded at 1,723,983 gallons, and a water bill was issued for the overage. Due to the large water use, the Village Council was updated on this billing, and discussed what policy should be in effect moving forward. Comments included to rescind the “500,000 gallon free water usage” for irrigation, and place this item on the January 26, 2026 Village Council Regular Meeting agenda, and invite Cass City Baseball Federation to voice their comments and concerns.

There were no Citizen's Comments.

In Other Business, President Piaskowski voiced concerns on the development of a Mission Statement and Vision Statement, as his research showed the General Law Villages, on average, did not have these statements. Staff commented that several grant applications requested Municipal Mission and Vision Statements, thus the reasoning for adopting this as a 2026 Strategic Goal. Consensus was to further discuss this topic at the March 2026 Committee of the Whole Meeting.

By consensus, the meeting was adjourned at 7:27 p.m.

Respectfully submitted,

Nanette G. Walsh, CMC, CMMC, MCAT, CPFA, MiCPT, CPFIM

Village of Cass City

Financial Statements

Month Ending 12/31/25

100% of Fiscal Year

Please Note:

As in previous years, additional information continues to be posted for Fiscal Year 2025. (Accrued revenues and expenses, Act 51 Gas and Weight Tax Revenues, State Shared Revenue Payments, Depreciation, and other transactions)

The Financial Audit field work begins on April 20, 2026, and should be presented to the Village Council in June, 2026.

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	ACTIVITY FOR		YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
				MONTH	INCR (DECR)				
Fund 101 - GENERAL FUND									
101-0000-402.000	REAL PROPERTY TAXES	677,990.00	0.00			676,912.11	0.00	1,077,89	99.84
101-0000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	37,650.00	0.00			37,648.64	0.00	1,36	100.00
101-0000-405.000	SPECIAL ASSESSMENT REVENUES	71,200.00	0.00			71,200.00	0.00	0.00	100.00
101-0000-410.000	PERSONAL PROPERTY TAXES	78,748.00	0.00			78,747.10	0.00	0.73	99.98
101-0000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	4,381.00	0.00			4,380.27	0.00	13.59	99.07
101-0000-445.000	PENALTIES & INTEREST TAXES	1,462.00	0.00			1,448.41	0.00	0.97	99.99
101-0000-447.000	COLLECTION FEES TAXES	11,311.00	0.00			11,310.03	0.00	0.30	99.99
101-0000-451.000	LIQUOR LICENSE FEES	2,527.00	0.00			2,526.70	0.00	0.00	100.00
101-0000-543.000	STATE GRANT-PA 302 FUNDS	4,043.00	0.00			2,300.10	0.00	1,742.90	56.89
101-0000-569.000	OTHER STATE GRANTS	514.00	0.00			513.96	0.00	0.04	99.99
101-0000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	165,000.00	0.00			153,827.34	0.00	11,172.66	93.23
101-0000-574.000	STATE SHARED REVENUE	328,786.00	0.00			227,368.00	0.00	101,418.00	69.15
101-0000-575.000	STATE SHARED REV, EVIP	61,791.00	0.00			51,918.00	0.00	9,873.00	84.02
101-0000-576.000	STATE SHARED REV, PUBLIC SAFETY	7.00	0.00			6.45	0.00	0.55	92.14
101-0000-581.000	REVENUES, COPS: SCHOOL RESOURCE OFFICER	70,000.00	0.00			51,181.29	0.00	18,818.71	73.12
101-0000-582.000	REVENUES, MCCOLLES GRANT, CPE/TRAINING	6,000.00	0.00			12,000.00	0.00	(6,000.00)	200.00
101-0000-584.000	RESTITUTION FUNDS, CCPD	21.00	0.00			20.74	0.00	(20.48)	197.52
101-0000-607.000	CABLE FRANCHISE FEES	30,000.00	0.00			20,960.16	0.00	9,039.84	69.87
101-0000-608.000	ZONING PERMIT FEES	5,000.00	0.00			975.00	0.00	4,025.00	19.50
101-0000-609.000	RENTAL REGISTRATION FEES	1,000.00	0.00			140.00	0.00	860.00	14.00
101-0000-625.000	MISCELLANEOUS REVENUES	2,800.00	0.00			5.00	0.00	1,992.88	28.83
101-0000-640.000	REFUSE FEES	177,797.00	0.00			13,878.75	0.00	28,073.99	84.21
101-0000-651.000	SWIMMING FEES	63,615.00	0.00			63,614.75	0.00	0.25	100.00
10-20	ARTS / CRAFTS FEES	23,623.00	0.00			23,622.14	0.00	0.86	100.00
10-20	OTHER RECREATION FEES	5,800.00	0.00			4,170.00	0.00	1,630.00	71.90
10-20	ORDINANCE FINES	1,500.00	0.00			61.65	0.00	435.18	70.99
101-0000-662.000	REFUSE PENALTIES	3,976.00	0.00			246.53	0.00	1,002.17	74.79
101-0000-664.000	INTEREST & DIVIDENDS	15,000.00	0.00			2,244.40	0.00	13,043.32	0.00
101-0000-671.000	MISCELLANEOUS REIMBURSEMENT	5,000.00	0.00			3,785.34	0.00	1,214.66	75.71
101-0000-674.000	POOL DONATIONS / SPONSORSHIPS	5,500.00	0.00			300.00	0.00	5,200.00	5.45
101-0000-675.000	DONATIONS FROM PUBLIC & PRIVATE	10,000.00	0.00			3,150.00	0.00	6,850.00	31.50
101-0000-678.000	DONATIONS, MUSIC IN THE PARK	3,545.00	0.00			3,545.00	0.00	0.00	100.00
101-0000-699.000	TRANSFERS IN, ADMIN CHRG	211,811.00	0.00			211,811.00	0.00	0.00	100.00
101-0000-699.100	TRANSFER IN FROM FUND BALANCE	48,000.00	0.00			0.00	0.00	48,000.00	0.00
101-0000-699.300	TRANSFER IN FROM FB, COMM PROMO	8,000.00	0.00			0.00	0.00	8,000.00	0.00
101-0000-699.400	TRANSFER IN FROM FB, DOG PARK.	2,200.00	0.00			2,200.00	0.00	0.00	100.00

Fund 101 - GENERAL FUND:

TOTAL REVENUES 2,145,598.00 81,928.43 1,815,815.37 0.00 329,782.63 84.63

GL NUMBER	DESCRIPTION	AMENDED BUDGET	ACTIVITY FOR 2025 MONTH 12/31/25 INCR (DEC)	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
101 - COUNCIL		14,008.00	2,040.00	11,134.27	0.00	2,873.73	79.49
172 - ADMINISTRATIVE		165,998.00	13,940.32	162,546.57	0.00	3,451.43	97.92
215 - CLERK STAFF		203,043.00	15,615.27	185,970.41	0.00	17,072.59	91.59
223 - FINANCE		22,958.00	0.00	22,898.00	0.00	60.00	99.74
261 - GENERAL GOVERNMENT		128,338.00	7,460.30	120,334.15	0.00	8,003.85	93.76
262 - ELECTIONS		107.00	0.00	0.00	0.00	107.00	0.00
265 - BUILDINGS & GROUNDS		38,013.00	2,463.63	30,174.18	0.00	7,838.82	79.38
291 - COMMUNITY PROMOTION (PA 359)		53,644.00	10,138.23	42,571.37	0.00	11,072.63	79.36
301 - POLICE DEPARTMENT		697,872.00	64,410.43	666,436.52	0.00	31,435.48	95.50
315 - CRIME & SAFETY		17,300.00	0.00	17,293.66	0.00	6.34	99.96
1 - MISC GOVERNMENT		13,500.00	0.00	13,500.00	0.00	0.00	100.00
441 - PUBLIC WORKS		16,003.00	0.00	9,618.01	0.00	6,384.99	60.10
520 - SOLID WASTE DISPOSAL		177,797.00	13,756.79	162,364.43	0.00	15,432.57	91.32
722 - PLANNING AND ZONING		65,982.00	8,512.40	45,438.61	0.00	20,543.39	68.87
752 - SWIMMING POOL		120,772.00	110.02	115,251.32	0.00	5,520.68	95.43
754 - PARKS DEPARTMENT		229,686.00	9,004.25	218,737.53	0.00	10,948.47	95.23
758 - RECREATION / DAYCAMP		23,852.00	5.00	21,742.50	0.00	2,109.50	91.16
Fund 101 - GENERAL FUND:							
TOTAL EXPENDITURES		1,988,873.00	147,456.64	1,846,011.53	0.00	142,861.47	92.82

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 202 - MAJOR STREET							
202-000-402.000	MJ ST REAL PROPERTY TAXES	28,247.00	0.00	27,052.86	0.00	1,194.14	95.77
202-000-410.000	MJ ST PERSONAL PROPERTY TAXES	3,145.00	0.00	3,144.98	0.00	0.02	100.00
202-000-441.100	PPT LOCAL STABILIZATION FUNDS	0.00	0.00	2,291.88	(2,291.88)	0.00	100.00
202-000-539.000	STATE GRANT, DNR FORESTRY	5,000.00	0.00	4,967.50	0.00	32.50	99.35
202-000-553.000	MJ ST GAS & WEIGHT	295,864.00	39,679.18	276,850.37	0.00	19,013.63	93.57
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	14,480.00	2,751.98	16,873.03	0.00	(2,393.03)	116.53
202-000-671.000	MJ ST MISC. REIMBURSEMENT	6,968.00	0.00	6,968.00	0.00	0.00	100.00
202-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	51,576.00	0.00	24,540.86	0.00	47.58	27,035.14
202-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	33,622.00	0.00	33,621.43	0.00	0.57	100.00

Fund 202 - MAJOR STREET:

TOTAL REVENUES

460,912.00 42,431.16 408,122.20 0.00 52,789.80 88.55

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 203 - LOCAL STREET							
203-000-402.000	REAL PROPERTY TAXES	243,579.00	0.00	243,285.40	0.00	293.60	99.88
203-000-410.000	PERSONAL PROPERTY TAXES	28,305.00	0.00	28,304.57	0.00	0.43	100.00
203-000-441.100	PPT LOCAL STABILIZATION FUNDS	0.00	0.00	20,626.97	0.00	(20,626.97)	100.00
203-000-539.000	STATE GRANT, DNR FORESTRY	5,000.00	0.00	4,967.50	0.00	32.50	99.35
203-000-553.000	GAS & WEIGHT	116,532.00	15,336.48	106,968.53	0.00	9,563.47	91.79
203-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	66,395.00	0.00	41,037.73	0.00	25,357.27	61.81
203-000-664.000	INTEREST & DIVIDENDS	15,200.00	2,167.71	17,083.75	0.00	(1,883.75)	112.39
203-000-671.000	MISC REIMBURSEMENTS	2,726.00	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	289.00	99.49
203-000-699.000	TRANSFER FROM FUND BALANCE	80,376.00	0.00	0.00	0.00	80,376.00	0.00

Fund 203 - LOCAL STREET:

TOTAL REVENUES

614,254.00 17,504.19 518,126.45 0.00 96,127.55 84.35

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	MONTH 12/31/25	ACTIVITY FOR INCR (DECR)	YTD BALANCE NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
403 - LOCAL STREET			383,834.00	17,611.63		443,163.77	0.00	(59,329.77)	115.46
463 - STREET MAINTENANCE			64,541.00	2,125.00		40,735.28	0.00	23,805.72	63.12
470 - R. O. W. MAINTENANCE			8,794.00	0.00		247.61	0.00	8,546.39	2.82
474 - SIGNS			67,737.00	7,224.84		23,808.96	0.00	43,928.04	35.15
478 - SNOW			89,348.00	7,174.21		77,006.92	0.00	12,341.08	86.19
494 - TRUNKLINE UTILITIES									

Fund 203 - LOCAL STREET:

TOTAL EXPENDITURES

614,254.00 34,135.68 584,962.54 0.00 29,291.46 95.23

GL NUMBER	DESCRIPTION	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE NORM (ABNORM)	UNENCUMBERED BALANCE % BDGT USED
244-000-664.000	INTEREST & DIVIDENDS	650.00	46.03	545.71 0.00 0.00 0.00 0.00
244-000-671.000	MSC REVENUES, LAND SALE	36,877.00	0.00	36,877.00 0.00 0.00 0.00 0.00
244-000-691.000	TRANSFER FROM EDC FUND BALANCE	500.00	0.00	500.00 0.00 0.00 0.00 0.00
244-000-692.000	CONTRIBUTION FROM GENERAL FUND	13,500.00	0.00	13,500.00 0.00 0.00 0.00 0.00
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Fund 244 - ECONOMIC DEVELOPMENT:				
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TOTAL REVENUES		51,527.00	46.03	50,922.71 0.00 604.29 98.83

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/25 INCR (DECR)	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 244 - ECONOMIC DEVELOPMENT 001 - ADMINISTRATION	51,527.00	1,125.18	47,574.91	0.00	3,952.09	92.33	
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL EXPENDITURES	51,527.00	1,125.18	47,574.91	0.00	3,952.09	92.33	

GL NUMBER	DESCRIPTION	AMENDED BUDGET		ACTIVITY FOR MONTH 12/31/25		YTD BALANCE 12/31/25 (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		2025	BUDGET	INCR	(DECR)				
Fund 248 ~ D.D.A.									
248-000-402.000	CAPTURED TAXES	32,094.00		0.00		32,093.19	0.00	0.81	100.00
248-000-403.000	CAPTURE TOWNSHIP TAXES	5,583.00		0.00		5,556.71	0.00	26.29	99.53
248-000-404.000	CAPTURE COUNTY TAXES	12,759.00		0.00		12,758.03	0.00	0.97	99.99
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	875.00		254.28		1,077.83	0.00	(202.83)	123.18
248-000-678.000	DONATIONS, PUBLIC AND PRIVATE	1,235.00		5,000.00		6,235.00	0.00	(5,000.00)	504.86

Fund 248 ~ D.D.A.:

TOTAL REVENUES 69,825.00 5,254.28 74,720.76 0.00 (4,895.76) 107.01

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		% Fiscal Year Completed: 100.00					
		ACTIVITY FOR					
		2025	MONTH 12/31/25	YTD BALANCE	12/31/2025	ENCUMBERED	UNENCUMBERED
GL NUMBER	DESCRIPTION	AMENDED BUDGET	INCR (DECRL)	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	BALANCE
Fund 248 - D.D.A.							
001 - ADMINISTRATION		63,531.00	3,656.12	42,249.59	0.00	21,281.41	66.50
008 - DDA DEBT SERVICE		6,294.00	524.41	6,035.00	0.00	259.00	95.88
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Fund 248 - D.D.A. :							
TOTAL EXPENDITURES		69,825.00	4,180.53	48,284.59	0.00	21,540.41	69.15

Fund 248 - D.D.A. :
TOTAL EXPENDITURES

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GL NUMBER	DESCRIPTION	ACTIVITY FOR			YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE BALANCE	% BDGT USED
		AMENDED	BUDGET	2025 MONTH INCR (DECR)			
408-000-664.00	INTEREST & DIVIDENDS	0.00	0.00	10.00	0.00	(10.00)	100.00
408-000-675.000	DONATIONS, SPLASH PARK PROJECT	520.00	0.00	20.00	0.00	500.00	3.85
<hr/>		<hr/>		<hr/>		<hr/>	
Fund 408 - WATER RECREATION FUND:							
TOTAL REVENUES		520.00	0.00	30.00	0.00	490.00	5.77

Fund 408 - WATER RECREATION FUND:

TOTAL REVENUES

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	MONTH 12/31/25	ACTIVITY FOR INCR (DECR)	YTD BALANCE NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - WATER RECREATION FUND		520.00	0.00	20.00		0.00	0.00	500.00	3.85
001 - ADMINISTRATION									
Fund 408 - WATER RECREATION FUND:									
TOTAL EXPENDITURES		520.00	0.00	20.00		0.00	0.00	500.00	3.85

Fund 408 - WATER RECREATION FUND:

TOTAL EXPENDITURES

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GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE BALANCE	% BDGT USED
		AMENDED	BUDGET			
Fund 590 - WASTEWATER TREATMENT						
590-000-609.000	SEWER MISC REVENUES	218,922.00	1,520.00	218,143.26	0.00	99.64
590-000-628.000	SEWER OMR FEES	445,754.00	37,166.25	412,275.63	0.00	92.49
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS	41,956.96	41,956.96	505,983.24	0.00	71,251.76
590-000-636.000	SEWER CONNECTIONS	577,235.00	0.00	0.00	0.00	87.66
590-000-662.000	SEWER SERVICE PENALTIES	1,000.00	25,600.00	19,065.01	0.00	1,000.00
590-000-664.000	INTEREST & DIVIDENDS	22,580.00	4,889.04	26,440.11	0.00	6,534.99
						(3,860.11)
						117.10

Fund 590 - WASTEWATER TREATMENT:

TOTAL REVENUES

1,291,091.00

87,578.25

1,181,907.25

0.00

109,183.75

91.54

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025 MONTH 12/31/25 INCR (DECR)	YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001 - ADMINISTRATION		253,271.00	15,571.91	220,024.34	0.00	33,246.66	86.87
002 - TREATMENT AND PUMPING		437,346.00	32,511.74	302,167.72	0.00	135,178.28	69.09
003 - COLLECTIONS		124,691.00	416.94	28,251.06	0.00	96,439.94	22.66
004 - MAINTENANCE		201,875.00	24,556.74	183,941.35	0.00	17,933.65	91.12
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Fund 590 - WASTEWATER TREATMENT:							
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TOTAL EXPENDITURES		1,017,183.00	73,057.33	734,384.47	0.00	282,798.53	72.20
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GL NUMBER	DESCRIPTION	AMENDED BUDGET		2025		ACTIVITY FOR MONTH 12/31/25		YTD BALANCE 12/31/2025 (ABNORM)		ENCUMBERED YEAR-TO-DATE BALANCE		% BDGT USED	
		INCR	DECR	INCR	DECR	INCR	DECR	INCR	DECR	INCR	DECR	INCR	DECR
Fund 591 - WATER SYSTEM													
591-000-545.000	STATE GRANT - TMF LSLR	20,529.00		0.00		19,947.00		0.00		582.00		97.16	
591-000-628.000	WATER OMR FEES	389,072.00		32,200.57		385,999.54		0.00		3,072.46		99.21	
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS	414,022.00		34,544.76		348,169.28		0.00		65,852.72		84.09	
591-000-636.000	CONNECTIONS	2,000.00		0.00		0.00		0.00		2,000.00		0.00	
591-000-646.000	BULK WATER SALES REVENUE	5,200.00		22.00		4,795.50		0.00		404.50		92.22	
591-000-662.000	SERVICE PENALTIES	20,000.00		1,221.86		13,093.02		0.00		6,906.98		65.47	
591-000-664.000	INTEREST & DIVIDENDS	32,000.00		5,762.17		35,351.62		0.00		(3,351.62)		110.47	
591-000-665.000	BUILDING LEASE REVENUES	55,145.00		0.00		55,145.00		0.00		0.00		100.00	
591-000-671.000	MISC. REIMBURSEMENTS	6,000.00		75.00		1,339.00		0.00		4,661.00		22.32	

Fund 591 - WATER SYSTEM:

TOTAL REVENUES 943,968.00 73,826.36 863,839.96 0.00 80,128.04 91.51

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GL NUMBER	DESCRIPTION	ACTIVITY FOR			YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		2025 AMENDED BUDGET	MONTH 12/31/25 INCR (DECR)	12/31/2025 NORM (ABNORM)				
Fund 591 - WATER SYSTEM								
001 - ADMINISTRATION		219,107.00	8,440.01	187,161.89	0.00	31,945.11	85.42	
002 - TREATMENT AND PUMPING		277,811.00	7,193.91	133,802.40	0.00	144,008.60	48.16	
003 - COLLECTIONS		372,604.00	7,135.11	124,460.49	0.00	248,143.51	33.40	
004 - MAINTENANCE		24,034.00	0.00	7,501.15	0.00	16,532.85	31.21	
013 - TMF - LSLR GRANT		21,654.00	0.00	20,782.47	0.00	871.53	95.98	
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Fund 591 - WATER SYSTEM:								
TOTAL EXPENDITURES		915,210.00	22,769.03	473,708.40	0.00	441,501.60	51.76	

Fund 591 - WATER SYSTEM:
TOTAL EXPENDITURES

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REVENUE REPORT

PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		AMENDED BUDGET	MONTH 12/31/25 INCR (DECRR)				
Fund 651 - MOTOR VEHICLE & EQUIPMENT	DPW CONTRACTING REVENUES	1,607.00	0.00	138.96	0.00	1,468.04	8.65
	INTEREST & DIVIDENDS	10,400.00	1,641.29	10,912.22	0.00	(512.22)	104.93
	INTERDEPARTMENT RENTALS	453,149.00	35,326.38	356,095.04	0.00	97,053.96	78.58
	MISC REIMBURSEMENTS	416.00	0.00	0.00	0.00	416.00	0.00
	SALE OF ASSETS	26,270.00	0.00	26,269.50	0.00	0.50	100.00
	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

% Fiscal Year Completed: 100.00

TOTAL REVENUES - ALL FUNDS

% Period Ending 12/31/2025

01/14/2026 12:03 PM
User: NAN
DB: Cass City

EXPENDITURE REPORT

		PERIOD ENDING 12/31/2025				Page: 9/9	
		% Fiscal Year Completed: 100.00					
GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE		ENCUMBERED YEAR-TO-DATE	% BDGT USED
		2025	MONTH 12/31/25	12/31/2025	NORM (ABNORM)		
Fund 651 - MOTOR VEHICLE & EQUIPMENT	624,065.00	16,596.42	488,583.21	0.00	135,481.79	78.29	
001 - ADMINISTRATION							
<hr/>							
Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
<hr/>							
TOTAL EXPENDITURES		624,065.00	16,596.42	488,583.21	0.00	135,481.79	78.29
<hr/>							
TOTAL EXPENDITURES - ALL FUNDS		5,684,526.00	332,007.73	4,446,104.20	0.00	1,238,421.80	78.21

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL EXPENDITURES

TOTAL EXPENDITURES - ALL FUNDS

01/14/2026 12:03 PM
User: NAN
DB: Cass City

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 12/31/2025 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		2025 AMENDED BUDGET	MONTH 12/31/25 INCR (DECR)				
TOTAL REVENUES - ALL FUNDS		6,201,928.00	345,536.37	5,306,900.42	0.00	895,027.58	85.57
TOTAL EXPENDITURES - ALL FUNDS		5,684,526.00	332,007.73	4,446,104.20	0.00	1,238,421.80	78.21
NET OF REVENUES & EXPENDITURES		517,402.00	13,528.64	860,796.22	0.00	(343,394.22)	



TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: January 26, 2026
RE: Tuscola County Economic Development Corporation (EDC)
2026 Allocation

The Tuscola County Economic Development Corporation has an important role in economic development for the Village. Our county EDC assists businesses with grant writing for potential Federal and State grants, equipment needs, and environmental assessments.

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

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

The 2026 Village of Cass City Budget includes an allocation to the Tuscola County Economic Development Corporation (EDC) in the amount of \$6,500. Funds are budgeted in the Community Promotions section of the General Fund, which is funded by a 0.6800 millage for promotion and marketing authorized by PA 359 of 1925.

Staff recommends the Village Council approve the \$6,500 allocation in the budget in Account # 101-291-965.000.

MOTION: Approve and pay the 2026 allocation to the Tuscola County Economic Development Corporation in the amount of \$6,500.

This institution is an equal opportunity provider and employer.

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

EDC of the County of Tuscola
362 Green St
Caro, MI 48723 US
support@tuscolaedc.com
www.tuscolacountyedc.org

Invoice

BILL TO

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
03082030	01/14/2026	\$6,500.00	02/01/2026	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	CITY	RATE	AMOUNT
	GF Allocation-Local Government	Cass City 2026 Local Government Allocations	1	6,500.00	6,500.00
BALANCE DUE					\$6,500.00

101-291-965-000

We at the EDC of the County of Tuscola appreciate your support and assistance from you.



TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: January 26, 2025
RE: Approve the payment for land application of Biosolids

The Wastewater Treatment plant had Biotech Agronomics Inc. haul Biosolids this fall to local farm fields. Due to our future upgrades to the digester and the unknowns of when we will need to haul staff agreed to a three year contract with Biotech Agronomics Inc because of their staff knowledge of our plant.

Biosolids are hauled each fall and help fertilize the farm field. In 2025, Biotech Agronomics hauled on December 18-19 to Mike Justice field on English Rd north of Kingston.

Biosolids hauling is dependent on our contractors' timing and farm field availability for application. We are notified only a couple of days before hauling and the volume hauled is not known until pumped from the sludge storage tank.

Biotech Agronomics Inc. hauled 132,000 gallons of Biosolids at a cost of \$0.0990 per gallon.

Fuel cost for hauling was \$718.74.

The total cost for the Fall haul was \$13,786.74.

Funds are available #590-002-800.

MOTION: To approve the payment to Biotech Agronomics Inc. for the 2025 fall biosolids haul in the amount of \$13,786.74.

**BIOTECH
AGRONOMICS
INC.**

A Residuals Management Company

1651 Beulah Hwy.
Beulah, MI 49617
Phone (231) 882-7219
Fax (231) 882-9690

RECEIVED DEC 23 2025

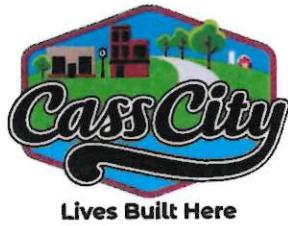
INVOICE

Date	Invoice #
12/23/2025	4573

Bill To
Cass City WWTP PO Box 123 3988 Doerr Rd. Cass City, MI 48726

Due Date	Customer PO#	Terms
1/22/2026		Net 30

Quantity	Description	Rate	Amount
132,000	Load, transport and land application of biosolids for Cass City WWTP 12/18/2025-12/19/2025	0.099	13,068.00
13,068	5.5% Fuel surcharge fee.	0.055	718.74
 590-002-800			
Thank you for your business. Happy Holidays!		TOTAL	\$13,786.74



TO: Village President and Council

FROM: Debbie Powell, Village Manager

DATE: January 26, 2026

SUBJECT: Approve Proposal from Spicer Group for the Dale Street Rehabilitation.

The Village of Cass City has developed a transportation improvement plan. Included in this plan are pavement improvements on Dale Street from Hospital Drive to Huron Street. The project would consist of crushing and shaping the existing road, removing and replacing the existing curb and gutter, and resurfacing with HMA.

Spicer details their services to be provided in the attached proposal to include survey, design, and construction oversight in the amount of \$42,500.

This project is included in the Capital Improvement Plan for 2026, in the Local Streets account #203-463-800 in the amount of \$254,000.

MOTION: Approve proposal from Spicer Group for the Dale Street Rehabilitation for the Village of Cass City in the amount of \$42,500, plus a ten percent contingency.

This institution is an equal opportunity provider and employer.

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

January 14, 2026

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

RE: Dale Street Rehabilitation
Village of Cass City

Debbie:

The following is our proposal to provide professional services for the final design, construction administration, and inspection for the proposed Dale Street Rehabilitation.

Project Background

The Village of Cass City has developed a transportation improvement plan. Following the transportation improvement plan includes pavement improvements on Dale Street from Hospital Drive to Huron Street. The project would consist of crushing and shaping of the existing road, removing and replacing the existing curb and gutter, and resurfacing with HMA.

Scope of Professional Services

1. For the Final Design Phase we will:
 - Perform a topographic survey of the area to gather the information necessary to design the project.
 - Design a typical cross section for the type of street improvement in accordance with Village, Local, and State requirements.
 - Prepare the Soil Erosion and Sedimentation Control plan (SESC) and submit it to local enforcement agency for review.
 - Prepare contract bidding documents including specifications.
 - Submit plans and specifications to you for final review and comment.
 - Submit plans to the local utility companies for review and coordinate of future utilities.
 - Prepare the construction bid advertisement.
 - Make plans and specifications available to the interested contractors via Spicer Group's online bidding website.
 - Answer questions from the contractors preparing their bids.

- Prepare any necessary addenda.
- Open bids with you.

2. For the Construction Administration Phase we will:

- Research the qualifications and background of the low bidder, if Spicer Group or the Village are not familiar with them.
- Prepare the tabulation of bids and prepare a letter of recommendation of award of the construction contract to you.
- Prepare the contract documents and distribute them to the contractor.
- Review the completed contract documents, the insurance certificates, and bonds.
- Schedule and host the preconstruction meeting.
- Provide general oversight of the project, monitoring progress and quality, reviewing any necessary shop drawings, preparing progress payments for your approval, and representing Village of Cass City on the site.
- Provide onsite inspection to oversee the work, when necessary, and to verify the work is completed in conformance with the plans and specifications (based on 15 days).
- Provide construction materials testing to ensure materials used during construction are as specified.
- Verify the Soil Erosion and Sedimentation Control (SESC) measures are installed per the approved plan.
- Prepare any necessary change orders and progress payments.
- Prepare the punch list.
- Close out the project.

Additional Services

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

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

1. Final Design:
 - Standard hourly rates with the total amount estimated to be \$17,000.
2. Construction Administration:
 - Standard hourly rates with the total amount estimated to be \$25,500.

Village of Cass City Dale Street Rehabilitation
January 14, 2026
Page 3 of 3

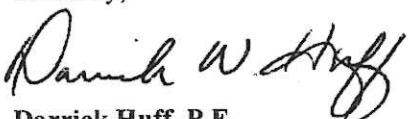
We have calculated these fees based on our understanding of what you want us to do and what you have told us.

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

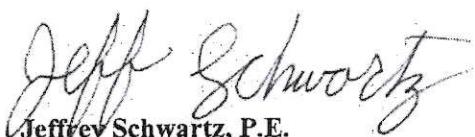
If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

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

Sincerely,



Darrick Huff, P.E.
Principal



Jeffrey Schwartz, P.E.
Project Manager
SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5751
Fax: (989) 754-4440
E-mail: jeffs@spicergroup.com

Above proposal accepted and approved
by Owner.

VILLAGE OF CASS CITY

By: _____
Authorized Signature

Date: _____

cc: SGI File 139960SG2026
KAJ/ACCTG

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City.docx

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 The Agreement. This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

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

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

1.4 Standard of Care. Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 Defects in Service. CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

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

1.7 Standard Hourly Rates. The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, Spicer Group, Inc.

surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$ 43,500 or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 Indemnification. PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

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

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

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

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

1.13 Betterment. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades,

or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 Mediation. Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

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

1.16 Hazardous Materials. Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

1.17 Governing Law & Jurisdiction. CLIENT and PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state where the work is performed.

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

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

2.2 Suspension of Services. If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar days notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 Termination of Services. If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this Spicer Group, Inc.

shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all services performed and expenses incurred through the date of termination upon presentation of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 Collection of Costs. In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

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

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

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

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

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

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

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

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

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

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

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

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such

Spicer Group, Inc.

changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with PROFESSIONAL's professional standard of care. CLIENT understands and recognizes, however, that such research may not identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

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

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

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

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the contract documents. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

3.14 Right of Entry. If applicable to the scope of services, CLIENT shall provide for PROFESSIONAL's right to enter from time to time property owned or controlled by CLIENT and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of PROFESSIONAL.

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

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 Waiver of Consequential Damages. CLIENT and PROFESSIONAL waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of this Agreement.

3.18 Contractor Submittals. If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Project Information. PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 – MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 Section Title. None.



Lives Built Here

Date: January 26, 2026
To: Cass City Village President & Council
From: Debbie Powell, Village Manager
Jim Freeman, Chief of Police
Subject: Approval to Repair a 2025 Ford Police Interceptor Utility (PIU)

On Saturday, January 17, 2026, Officer Wagner was traveling northbound on Seeger Street when he attempted to avoid hitting a deer. Due to icy/snowy road conditions, Officer Wagner struck a speed limit sign. At Chief Freeman's request, the Tuscola County Sheriff's Office conducted the traffic crash investigation.

An estimate for repairs was obtained from Bob's Bump Shop, located at 4068 Cemetery Road, in the amount of \$7,389.87. See attached copy of estimate.

Due to a healthy 2026 Motor Vehicle Repair & Maintenance Line Item (\$46,597.00), it is recommended that the repairs are paid from this account instead of filing an insurance claim which may affect our insurance rates.

Motion #1: Approve the cost of repairs, \$7389.87 with a 10% contingency, from the Motor Vehicle Repair & Maintenance, Account 651-001-933, for the 2025 Ford Police Interceptor Utility (PIU) at Bob's Bump Shop.

This institution is an equal opportunity provider and employer.

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

Bobs Bump Shop & Paint
4068 Cemetery Rd, CASS CITY, MI 48726
Office: (989) 872-2808
bobsbumpshop@yahoo.com
License: M204431 Tax ID: 881274265

Estimate ID
26383843
Original

Owner
CASS CITY POLICE DEPARTMENT

Appraiser
George Sangster
bobsbumpshop@yahoo.com

Classification
None

Loss Type
Unknown

Deductible
Unknown

2025 Ford Police Interceptor Utility Fleet 4 Door Utility 3.3L 6 Cyl Gas Injected Base AWD

VIN **1FM5K8AB7SGA54030** Drivable **Unknown** Mitchell Service Code **910868**

CASS CITY POLICE DEPARTMENT | 2025 Ford Police Interceptor Utility Fleet

Parts Profile
Aftermarket Parts Parts Profile Version
3.0

Line #	Description	Operation	LABOR		PART					
			Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
Front Bumper										
1	AUTO	Frt Bumper Cover Assy	Overhaul	Body	3.8#	3.8	Existing			
2	001655	Frt Upr Bumper Cover	Remove / Replace	Body	INC#	3.8	New	LB5Z 17D957 1	\$624.90	Yes
3	AUTO	Frt Upr Bumper Cover	Refinish Only	Refinish	2.7 C	2.7				
4	001657	R Frt Bumper Reinforcement	Remove / Replace	Body	INC#	0.2	New	LB5Z 17C947 1	\$42.02	Yes
5	001638	R Frt Bumper Side Cover	Remove / Replace	Body	INC#	0.3	New	LB5Z 15A246 1	\$87.22	Yes
6	001671	Frt Lwr Bumper Cover	Remove / Replace	Body	INC#	1.0	New	LB5Z 17D957 1	\$502.43	Yes
7	AUTO	Frt Bumper Cover	Remove / Install	Body	INC#	1.6				
Front Lamps										
8	001018	R Frt Combination Lamp	Remove / Replace	Body	0.5#	0.5	New	RB5Z 13008 1	\$1,666.67	Yes
9	AUTO	Headlamps	Check / Adjust	Body	0.4	0.4		AK		
Hood										
10	001000	Hood Panel (Alum)	Repair	Body	2.5*	2.2	Existing			
11	AUTO	Hood Outside	Refinish Only	Refinish	2.7 C	2.7	Existing			
Front Fender										
12	000252	R Fender Panel	Repair	Body	1.5*#	1.6	Existing			

		LABOR				PART					
Line #		Description	Operation	Type	Total Units	CEG	Type	Number	Qty	Total Price	Tax
13	AUTO	R Fender Outside	Refinish Only	Refinish	1.6 C	2.0	Existing				
14	000256	R Fender Liner	Remove / Replace	Body	0.4#	0.4	New	LB5Z 16102 D	1	\$134.18	Yes
15	AUTO	R Fender Wheel Opening Mldg	Remove / Install	Body	INC	0.4					
16	000276	R Fender Wheel Opening Mldg	Remove / Replace	Body	0.4	0.4	New	LB5Z 16038 AC	1	\$280.75	Yes
Front Inner Structure											
17	000282	Frt Body Radiator Support	Remove / Replace	Body	3.2#	3.2	New	L1MZ 16138 N	1	\$764.18	Yes
18	AUTO	R Front Combination Lamp	Remove / Install	Body	INC#	0.3					
19	AUTO	L Front Combination Lamp	Remove / Install	Body	0.3#	0.3					
20	AUTO	Add To R&I/R&R Front Air Bag Sensors -M	Remove / Replace	Mechanical	0.5	0.5					
Front Suspension											
21	001574	R Lwr Frt Susp Front Control Arm -M	Remove / Replace	Mechanical	1.4#	1.4	New	LB5Z 3082 B	1	\$372.30	Yes
22	001582	R Lwr Frt Susp Rear Control Arm -M	Remove / Replace	Mechanical	INC#	1.4	New	LB5Z 3078 B	1	\$305.45	Yes
Additional Costs & Materials											
23	AUTO	Paint/Materials	Additional Cost							\$356.00	Yes
24	AUTO	Hazardous Waste Disposal	Additional Cost							\$5.00*	
Additional Operations											
25	AUTO	Clear Coat	Additional Operation	Refinish	1.9	0.0				\$0.00	
26	931127	Pre Repair Scan	Additional Operation	Mechanical	1.0*	0.0				\$0.00	
27	931128	Post Repair Scan	Additional Operation	Mechanical	1.0*	0.0				\$0.00	
Body Components											
28	931105	Four Wheel Alignment	Align	Mechanical	1.0*	0.0	Existing				

* Judgment Item

C Included in Clear Coat Calculation

T Included in Two Tone Calculation

A Included in Clear Coat and Two Tone Calculation

Labor Note Applies

r CEG R&R Time Used for this Labor Operation

d Discontinued by Manufacturer

[] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	13.0	\$64.00			\$832.00
Refinish Labor	8.9	\$64.00			\$569.60
Mechanical Labor	4.9	\$110.00			\$539.00
Total Labor	26.8				\$1,940.60
			Taxable		\$0.00
			Tax 0.0000%		\$0.00
			Non-Taxable		\$1,940.60
			Pre-Tax Discount 0.00%		\$0.00
			Labor Total		\$1,940.60

Parts

Amount

Committed On	Version	Mitchell Cloud Estimating™	Printed On	Profile	Page 2 of 3
		Copyright 1994-2026 Mitchell International, Inc. All Rights Reserved	1/20/2026 09:13 AM	New Profile Profile Version 15.0	

Estimate Totals

Taxable Parts	\$4,780.10		\$4,780.10
Parts Adjustments	\$0.00		
Tax 6.0000%	\$286.81		
Non-Taxable	\$0.00		
Pre-Tax Discount 0.00%	\$0.00		
Parts Total	\$5,066.91		
Costs	Amount		
Paint Materials	\$356.00		\$356.00
Shop Materials	\$0.00		\$0.00
Other Additional Costs	\$5.00		\$5.00
Paint Materials:			
- Refinish Units: 8.9 units		Taxable	\$356.00
- Rate: \$40.00		Tax	\$21.36
- Rate Max: 99.9 units		Non-Taxable	\$5.00
- Additional Rate: \$0.00		Pre-Tax Discount 0.00%	\$0.00
Gross Totals	Amount		
Gross Total	\$7,389.87		\$7,389.87
Taxable	\$5,136.10		
Tax	\$308.17		
Non-Taxable	\$1,945.60		
Pre-Tax Discount 0.00%	\$0.00		
Gross Total	\$7,389.87		
Adjustments	Amount		
Total Customer Responsibility			\$0.00
		Net Estimate Total	\$7,389.87

Estimate Event Log

Job Created	1/19/2026 04:08 PM
Estimate Started	1/19/2026 04:10 PM
Estimate Printed	1/20/2026 09:13 AM
Estimate Committed	Estimate Not Committed
Estimate Retrieval ID	1008963713

Committed On

Version
Mitchell Estimating 25.4
OEM JAN_26_V

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Printed On
1/20/2026
09:13 AM

Profile
New Profile
Profile Version
15.0

Page 3 of 3

**Cass City Downtown Development Authority
Minutes
December 9, 2025**

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

BOARD MEMBERS PRESENT: Eric Brown, Misty DeLong, Gavin Frederick, Jon Ligrow, David Weiler, Village President Robert Piaskowski and Tuscola EDC Director Alisha Proctor

ABSENT: Christine Anthony, Tyler Erla, Andrew Klco

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

Motion to approve the minutes from the October 14, 2025, meeting was made by Brown and supported by Ligrow. Motion Carried.

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

No comments during Citizen Comments.

Chamber of Commerce Report: Radabaugh mentioned the 2026 Freedom Festival will need many more volunteers for all of the events.

Recap of Christmas in The Village: Radabaugh thought it was the best one ever. The Chili Cook-off sold out of tickets. The craft show had over 700 people attending. The Bingo was a great success, and the lighted parade had over 16 entries.

Recap of Window Painting (Brush Monkeys): The windows look great. All comments have been very positive. Drawing for the winners of the Scavenger Hunt was held during the meeting: Winners are: 1st place: Abbigal Engler (\$100 gift card), 2nd place: Lona Piaskowski (\$50 gift card), 3rd place: Lynn Rabideau (\$25 gift card)

**Motion to approve the 2026 DDA Budget was made by DeLong and supported by Brown.
Motion Carried.**

The 2026 DDA Goals will be on the agenda for the January meeting. It was suggested a list of this past year's accomplishments would be great to see at the next meeting.

2026 Mural Grant: Radabaugh explained a mural kit will be a community project for next year. A grant from the Frankenmuth Credit Union is making this possible. Also discussed the possibility of purchasing a projector that would project different seasonal images onto the elevator.

Michigan Downtown Association (MDA) Update: Radabaugh attended the Annual MDA Conference on November 6-7 and mentioned how collaboration is key to keeping business local. The MDA representative is willing to meet with the DDA anytime. It was suggested we invite her to attend the February or March DDA meeting.

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

Next Meeting: January 13, 2026

Respectfully Submitted,

Linda W. Miller

Administrative Assistant

Cass City Economic Development Corporation (EDC)
Minutes
December 9, 2025

The Meeting was brought to order at 2:14 pm by Chairman Weiler.

BOARD MEMBERS PRESENT: Eric Brown, Misty DeLong, Gavin Frederick, Jon Ligrow, David Weiler, Village President Robert Piaskowski and Tuscola EDC Director Alisha Proctor

ABSENT: Christine Anthony, Tyler Erla, Andrew Klco

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

Motion to approve the minutes from the October 14, 2025, meeting was made by Ligrow and supported by Frederick. Motion Carried.

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

No comments during Citizen Comments.

Tuscola County EDC Update: Alisha Proctor, Tuscola EDC Director, gave a synopsis of the many projects she has been involved in since she became the EDC Director on June 23rd.

Motion to approve the 2026 EDC Budget was made by DeLong and supported by Ligrow. Motion Carried.

Motion to adjourn at 2:19 pm was made by Brown and supported by Frederick. Motion Carried.

Next Meeting: January 13, 2026

Respectfully submitted,

Linda W. Miller
Administrative Assistant

**Cass City Planning Commission Meeting
Minutes of December 2, 2025**

PRESENT: Gary Barnes, Colleen Langenburg, Joe Leeson, Eric Oslund, Dallas Rabideau, Heather Severance, Village President Robert Piaskowski

Excused: Barbara Kirn, 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 Severance, supported by Oslund, to approve the minutes of November 4, 2025. Motion carried.

Motion by Piaskowski, supported by Rabideau, to approve an introduction letter of proposed rezoning for property owners, adding the address and legal description. Motion carried.

There were no comments during Citizens' Comments.

Laken Chapin, CEDAM Fellow, gave a review of the proposed updated Master Plan - Part 1, Cass City Today. She expected to present Part II – Cass City Tomorrow, Part III – Review, with McKenna's Graphics. Actual timeline for the Proposed Master Plan Update would be based on how fast the Zoning Map can be updated.

Rezoning Parcels

Laken Chapin gave an update on the proposed properties in the Village of Cass City that rezoning would be appropriate for the actual use of properties. Letters to property owners who would be effected by rezoning would be notified via U.S. Mail prior to the holidays.

Motion by Barnes, supported by Oslund, to set a Public Hearing on January 6, 2026 at 7:00 pm to receive comments on proposed rezoning. Motion carried.

Motion by Oslund, supported by Piaskowski to adjourn the meeting at 7:16 pm. Motion Carried.

Respectfully submitted,

Nanette Walsh
Clerk/Treasurer

VILLAGE OF CASS CITY
PROPOSED ORDINANCE NO. 213

AN ORDINANCE TO REPEAL ARTICLE II, CHAPTER 42,
TREES AND SHRUBS IN PUBLIC AREAS
FROM THE CODE OF ORDINANCES,
VILLAGE OF CASS CITY, MICHIGAN

THE VILLAGE OF CASS CITY ORDAINS:

The Village of Cass City hereby repeals Article II, Trees and Shrubs in Public Areas, of Chapter 42, Vegetation, of the Code of Ordinances of the Village of Cass City, Michigan, in its entirety.

At a Regular Meeting of the Village of Cass City Council on the _____ day of _____, 20____,

A MOTION TO CONDUCT THE SECOND READING AND ADOPT PROPOSED ORDINANCE NO. 213, TO REPEAL ARTICLE II, CHAPTER 42, TREES AND SHRUBS IN PUBLIC AREAS FROM THE CODE OF ORDINANCES, VILLAGE OF CASS CITY, MICHIGAN

Was offered by Trustee _____ and supported by _____.

Ayes: _____ Nays: _____

Approved / Not Approved

This Ordinance is hereby declared to have **THE SECOND READING AND BEEN ADOPTED** by the Village of Cass City Council at a meeting thereof duly called and held on the _____ day of _____, 2026 and ordered to be given effect immediately upon its adoption.

Village President

Village Clerk

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 _____ day of _____, 2026.

Village Clerk

Date

VILLAGE OF CASS CITY
PROPOSED ORDINANCE NO. 214

AN ORDINANCE TO AMEND THE CASS CITY MUNICPAL CODE, CHAPTER 42,
VEGETATION, ARTICLE II, TREES AND SHRUBS IN PUBLIC AREAS

THE VILLAGE OF CASS CITY ORDAINS:

Section 1. Amend Chapter 42, Article II.

The Village Council of Cass City hereby amends the Village Ordinance, Chapter 42, Vegetation, Article II, Trees and Shrubs in Public Areas, to read as follows:

ARTICLE II. TREES AND SHRUBS IN PUBLIC AREAS

DIVISION 1. GENERALLY

Sec. 42-31. Purpose.

Continued urban growth, new development and redevelopment, and increased demand on natural resources have the effect of encroaching upon, despoiling, or eliminating many of the trees and other forms of vegetation, natural resources, and processes associated with wooded areas. If preserved and maintained in an undisturbed and natural condition, these resources constitute important physical, aesthetic, recreation, and economic assets to existing and future residents of the Village. Specifically, the Village finds that:

1. Tree and woodland growth protects public health through the absorption of air pollutants and contamination, through the reduction of excessive noise and mental and physical damage related to noise pollution, and through its cooling effect in the summer months;
2. Trees and woodlands provide for public safety through the prevention of erosion, siltation, flooding;
3. Trees and woodland growth are an essential component of the general welfare of the Village by maintaining play areas for children and natural beauty, recreation and irreplaceable heritage for existing and future Village residents; and
4. The protection of such natural resources is a matter of paramount public concern in the interest of health, safety and general welfare of the residents of the Village, consistent with the Michigan Zoning Enabling Act 110, Public Acts of 2006, the State Constitution of 1963, and the Michigan Environmental Protection Act of 1970.

Sec. 42-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Village shall mean Village of Cass City.

Village Manager and Manager shall mean the Cass City Village Manager or the Cass City Village Manager's designated representative.

Greenbelt shall mean a strip of land of definite width and location reserved for the planting of trees and/or shrubs adjoining to or near a public right-of-way and/or trees or shrubs designated to serve as an obscuring screen or buffer strip.

Planting strip means the often grassy area between the curb and the sidewalk. If no sidewalk is present, the area adjacent to the curb and/or shoulder of a street.

Public utility means any person, organization, firm or corporation, public or private, duly authorized to supply electric, gas, telephone, cable, satellite, internet, telegraph, sewer or water service to, or for the general benefit of the public.

Right-of-way means any public street, highway, trailway, alley, greenbelt or avenue of the Village.

Superintendent shall mean the superintendent of public works for the Village.

Trees and shrubs mean all woody vegetation.

Tree permit means the permit issued by the Village required before the removal, planting, or significant pruning of any regulated tree. The fee for the tree permit shall be set forth in the Village's fee schedule.

Woodland means land covered with trees.

Secs. 42-33—42-34. Reserved.

DIVISION 2. VEGETATION ON PUBLIC GROUNDS

Sec. 42-35. Applicability of division provisions.

The provisions of this division, unless otherwise specifically stated, shall apply only to the right-of-way, parks and other land publicly owned or controlled by the Village. These provisions shall only apply to private property where the right-of-way extends onto said property.

Sec. 42-36. Enforcement.

The Village Manager and Superintendent of Public Works shall be charged with the duty of enforcing the provisions of this article and may delegate all duties that may be required or imposed to appropriate Village staff.

Sec. 42-37. Rules and Prohibited Acts

The Village Manager shall have control over all trees, shrubs and plants in the streets, alleys and parks of the Village and is empowered to plant, prune, spray, cultivate and preserve all trees and shrubs within the confines of the streets, alleys, parks and public areas of the Village. The following shall be prohibited acts:

1. No person shall prune, spray, plant or remove any shrubs or trees upon the right-of-way or parks without first obtaining a written permit from the Village Manager.
2. No person shall cut, break, or destroy any trees or shrubs on public property, in the right-of-way or parks at any time without first obtaining the written permission of the Village Manager.
3. No person shall permit any fire or the heat thereof, to injure any portion of any tree.
4. No person shall plant any shade or ornamental trees in the right-of-way or parks without approval as to location, variety of trees, size, etc., by the Village Manager.
5. Trees shall not be planted in the right-of-way where police, fire, street lighting, traffic signal or public utility overhead wires and equipment are located where such planting or anticipated growth dimensions may interfere with said items.
6. No person shall have the right to plant any variety of poplar trees, willows, box elders, silver maples, tree of heaven, horse chestnut, buckeye, or other quick growing tree in such location that their roots are likely to injure sewers or heave sidewalk or street surfaces. (See Sec. 42-47)

Sec. 42-38. Use as anchor.

It shall be unlawful for any person to use any tree as an anchor, and no material shall be fastened to or hung on any trees in any right-of-way or park except by written permission of the Village Manager.

- a. Exceptions. Ornamental or seasonal lights may be hung on trees and shrubs between the months of October and January of the following year, such that the lights do not inflict harm or undue stress on the vegetation or create an interference with traffic, driver visibility, plowing, and pedestrian usage of the right-of-way. Extension cords shall not cross the sidewalk for the purpose of powering ornamental lights on a tree.

Sec. 42-39. Trimming.

Every owner of any tree, shrub or plant, overhanging the streets or right-of-way within the Village, shall trim the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of the surface of the street, alley, or right-of-way. Such owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The Village shall have the right to trim any tree or shrub on private property not maintained by the property owner with advance written notice. The Village shall have the right to trim any tree or shrub within the right-of-way within the 25-foot corner clearance of a street intersection when it interferes with visibility of any traffic control device or sign, or interferes with any public utility wires or equipment necessary to serve police or fire communication systems or street lighting or traffic control systems, such trimming to be confined to the area immediately above the right-of-way.

Sec. 42-40. Covering surface near trees.

No person shall place on public property any stone, brick, sand, concrete, mulch, compost or other material at the base of any tree which will in any way or in such quantities that will impede the full and free passage of water, air or fertilizer to the roots of any trees, subject to the provisions of this article.

- a. Exceptions. The Village Manager may grant written permission to place materials at the base of any tree for purposes of a memorial or recognition.

Sec. 42-41. Protection of trees.

No person shall break, injure, mutilate, kill or destroy any tree or shrub, or set any fire, or permit any fire, or the heat thereof, to injure any portion of any tree. No toxic chemicals or other injurious materials shall be allowed to seep, drain or be emptied on, near or about any tree; provided, however, that this shall not prohibit the use of Village-approved chemical control of trees and brush growth. No electric wires or installation, or any other lines or wires, shall be attached to any tree in any manner that shall cause damage thereto. All persons having under their care, custody or control facilities which may interfere with the trimming or removal of any tree subject to this article shall, after notice thereof by the Village, promptly abate such interference in such a manner as shall permit the trimming or removal of any tree by the Village.

Sec. 42-42. Planting and removal.

The planting and/or removal of trees and shrubs in the public right-of-way, parkways, parks, and other public areas of the Village may be done by order of the Village Manager or Superintendent. Planting and/or removal of trees may not occur on public property and/or in the right-of-way without a signed permit from the Village Manager or Superintendent. The Village Manager and Superintendent reserve the right to deny planting of a tree in the public right-of-way.

Sec. 42-43. Assessments.

Planting or removal of trees in the public right-of-way, completed by the Village, shall be deemed to be a public improvement. The cost thereof may be paid, in whole or in part, by levying and collecting special assessments upon property especially benefited thereby, in accordance with the provisions of Chapter 32, Special Assessments.

Sec. 42-44. Planting location.

The Village Manager and Superintendent reserve the right to approve or deny planting locations on public property and/or in the public right-of-way. No tree shall be planted in planting strips between the curb and sidewalk that are less than six feet in width unless it is a replacement planting deemed appropriate for placement by the Village; trees on private property adjacent to the sidewalk shall be planted not less than six feet therefrom. No trees shall be planted nearer to the intersection of any two or more streets closer than twenty-five (25) feet from the point of intersection of two right-of-way lines. Any proposed planting site shall maintain a clearance of at least fifteen (15) feet from the lateral sewer service running from a building to the main, from the water service line running from a building to the main, or from a fire hydrant. The Village

Manager or Superintendent may shorten this clearance if deemed appropriate and unlikely to cause an interference.

Sec. 42-45. Tree Permit.

A tree permit is required for tree-related activities on public land or in the right-of way. Tree permit forms are available at the Village office and shall be completed and returned to the Village Manager at least five (5) business days prior to the proposed activity. The Village reserves the right to approve, deny, or require amendments to a tree permit submission. Permit requirements include:

- a. **Utility.** The Village Manager shall, upon request of any interested public utility, issue a permit, and shall annually thereafter renew such permit, granting permission to the public utility to chemically control and trim and keep trimmed all trees and shrubs intruding into the air spaces over, or growing within the confines of, the streets, alleys, parks, right-of-way and public places of the Village in such a manner as shall keep the overhead lines or equipment of such public utilities safe and accessible, and clear of all tree growth which endangers or may endanger said overhead lines or equipment and the public health and safety. Such chemical control and trimming shall be done in accordance with approved practices and under the general direction of the Superintendent. The permit, as provided for in this section, shall require reasonable prior notice to the Village before any work is commenced thereunder; provided, however, that in the event of any emergency requiring immediate maintenance work on the overhead lines of such public utility, prior notice of commencing work under such permit shall not be required. The term "emergency," as used in this section, shall be defined to mean the occurrence or happening of an event which could not be expected or prevented by the exercise of reasonable care and foresight and which endangers or may endanger the overhead lines of the public utilities and the public health and safety.
- b. **Planting.** A tree permit is required for all trees proposed to be planted on public land or in the right-of-way.
- c. **Removal.** A tree permit is required for all trees proposed to be removed on public land or in the right-of-way.
- d. **Significant Pruning.** A tree permit is required for all significant pruning proposed for trees on public land or in the right-of-way. Significant pruning includes:
 - i. Pruning that requires the removal or large overhead branches that may interfere with public safety or utilities,
 - ii. Pruning that incorporates the removal of more than 30% of the tree mass, or

- iii. Pruning that requires professional expertise due to the complex nature of the pruning.
- e. **Routine Maintenance and Trimming.** A permit is not required for standard maintenance and trimming (42-39).

Sec. 42-46. Removal of obstructing trees.

The Village Manager is hereby authorized to direct the Department of Public Works to remove any trees or shrubs growing on any right-of-way, park or public place in the Village when such trees or shrubs are interfering with fire hydrants, sewers and water mains, visibility at street intersections, traffic control devices or construction affecting the public health and safety within the right-of-way.

Sec. 42-47 Nuisance trees on public grounds.

A tree of a genus and/or species classified by a state or federal agency as being a public nuisance, or a tree deemed to be a nuisance by the Village, shall not be planted on public property and/or in the right-of-way. The Village deems the following trees to be a nuisance for purposes of this section:

Common Name	Botanical Name
Ash	<i>Fraxinus</i> spp.
Boxelder	<i>Acer negundo</i>
Chinese Elm	<i>Ulmus parvifolia</i>
Cottonwood/Poplar/Aspen	<i>Populus deltoides</i>
Crabapple species	<i>Malus</i> spp.
Ginkgo (female)	<i>Ginkgo biloba</i>
Hawthorn species (with thorns)	<i>Crataegus</i> spp.
Mulberry species	<i>Morus</i> spp.
Pear species	<i>Pyrus</i> spp.
Russian Olive	<i>Elaeagnus angustifolia</i>
Siberian Elm	<i>Ulmus pumila</i>
Silver Maple	<i>Acer saccharinum</i>
Tree of Heaven	<i>Ailanthus altissima</i>
Willow species	<i>Salix</i> spp.

Sec. 42-48 Recommended trees for planting

Whenever a tree is to be planted in the right-of-way or on public property, consideration for tree diversity shall be maintained to promote a tree population resistant to species-specific diseases and insects. The village council recommends the following trees for planting, sourced from the Michigan Department of Natural Resources. Thoughtful consideration shall be given to tree growth rates, fruit production, and utility friendliness if a tree is to be planted along a roadways or sidewalk.

Common Name	Botanical Name	Size Class
Alaskan Cypress/Alaska Cedar	<i>Chamaecyparis nootkatensis</i>	Large
American Beech	<i>Fagus grandifolia</i>	Large
American Elm (DED Resistant Cultivars)	<i>Ulmus americana x Hybrids</i>	Large
American Holly	<i>Ilex opaca</i>	Medium
American Linden/Basswood	<i>Tilia americana</i>	Medium/Large cultivar dependent
American Plum	<i>Prunus americana</i>	Small/Medium
American Smoketree	<i>Cotinus obovatus</i>	Small
American Tamarack	<i>Larix laricina</i>	Medium
Bald cypress	<i>Taxodium distichum</i>	Large
Balsam Fir	<i>Abies balsamea</i>	Medium
Bitternut Hickory	<i>Carya cordiformis</i>	Large
Black Cherry	<i>Prunus serotina</i>	Large
Black Gum/Black Tupelo	<i>Nyssa sylvatica</i>	Medium
Black Spruce	<i>Picea mariana</i>	Medium
Black Willow	<i>Salix nigra</i>	Large
Bristlecone Pine	<i>Pinus aristata</i>	Small
Bur Oak	<i>Quercus macrocarpa</i>	Large
Canadian Plum	<i>Prunus nigra</i>	Small/Medium
Canadian Yew	<i>Taxus canadensis</i>	Small
Catalpa	<i>Catalpa spp.</i>	Large
Chinkapin Oak	<i>Quercus muehlenbergii</i>	Large
Common Larch	<i>Larix decidua</i>	Medium
Common Persimmon	<i>Diospyros virginiana</i>	Medium/Large
Corneliancherry Dogwood	<i>Cornus mas</i>	Small
Cucumbertree Magnolia	<i>Magnolia acuminata</i>	Large
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	Large
Douglas Fir	<i>Pseudotsuga menziesii</i>	Medium

Eastern Hemlock	<i>Tsuga canadensis</i>	Medium
Eastern Redbud	<i>Cercis canadensis</i>	Small
Eastern Redcedar	<i>Juniperus virginiana</i>	Medium
Eastern White Pine	<i>Pinus strobus</i>	Large
European Beech	<i>Fagus sylvatica</i>	Large
European Hornbeam	<i>Carpinus betulus</i>	Small/Medium
Flowering Dogwood	<i>Cornus florida</i>	Small
Ginkgo (Male only)	<i>Ginkgo biloba</i>	Medium/Large
Hackberry	<i>Celtis occidentalis</i>	Medium/Large
Hawthorn (Thornless)	<i>Crataegus spp. var. inermis</i>	Small
Hinoki Falsecypress	<i>Chamaecyparis obtusa</i>	(Cultivar Dependent)
Hop-Hornbeam/Ironwood	<i>Ostrya virginiana</i>	Small/Medium
Hornbeam/Musclewood/Blue Beech	<i>Carpinus caroliniana</i>	Small/Medium
Jack Pine	<i>Pinus banksiana</i>	Small/Medium
Katsura	<i>Cercidiphyllum japonicum</i>	Medium/Large
Kentucky Coffeetree	<i>Gymnocladus dioicus</i>	Large
Kousa Dogwood	<i>Cornus kousa</i>	Small
Littleleaf Linden	<i>Tilia cordata</i>	Medium/Large cultivar dependent
London Planetree	<i>Platanus x acerifolia</i>	Large
Mugo Pine/ Swiss Mountain Pine	<i>Pinus mugo</i>	Small
Nannyberry	<i>Viburnum lentago</i>	Small
Northern Red Oak	<i>Quercus rubra</i>	Large
Norway Spruce	<i>Picea abies</i>	Medium/Large
Ohio Buckeye	<i>Aesculus glabra</i>	Large
Ornamental Cherries	<i>Prunus spp.</i>	Cultivar Dependent
Osage Orange (Thornless)	<i>Maclura pomifera var. inermis</i>	Medium/Large
Pagoda Dogwood/Alternate-leaved Dogwood	<i>Cornus alternifolia</i>	Small
Paper Birch	<i>Betula papyrifera</i>	Medium
Pawpaw	<i>Asimina triloba</i>	Small/Medium
Persian Parrotia	<i>Parrotia persica</i>	Medium
Pignut Hickory	<i>Carya glabra</i>	Large
Pin Oak	<i>Quercus palustris</i>	Large
Red Horsechestnut	<i>Aesculus X Carnea</i>	Medium
Red Pine	<i>Pinus resinosa</i>	Large
River Birch	<i>Betula nigra</i>	Medium

Sargent Cherry	<i>Prunus sargentii</i>	Medium
Sassafras	<i>Sassafras albidum</i>	Medium/Large
Saucer Magnolia	<i>Magnolia x soulangiana</i>	Medium
Serviceberry/Juneberry/Sugar Plum	<i>Amelanchier</i> spp.	Small
Shagbark Hickory	<i>Carya ovata</i>	Large
Shingle Oak	<i>Quercus imbricaria</i>	Large
Shumard Oak/Swamp Red Oak	<i>Quercus shumardii</i>	Large
Siberian Spruce	<i>Picea omorika</i>	Medium
Silver Linden	<i>Tilia tomentosa</i>	Large
Sourwood	<i>Oxydendrum arboreum</i>	Medium
Star Magnolia	<i>Magnolia stellata</i>	Small/Medium
Swamp White Oak	<i>Quercus bicolor</i>	Large
Sweetgum	<i>Liquidambar styraciflua</i>	Medium
Sycamore	<i>Platanus occidentalis</i>	Large
Thornless Honeylocust	<i>Gleditsia triacanthos</i> var. <i>Inermis</i>	Medium/Large
Tulip Tree	<i>Liriodendron tulipifera</i>	Large
Turkish Filbert/Turkish Hazel	<i>Corylus colurna</i>	Medium
White Cedar/Arborvitae	<i>Thuja occidentalis</i>	(Cultivar Dependent)
White Fir	<i>Abies concolor</i>	Medium
White Oak	<i>Quercus alba</i>	Large
White Spruce	<i>Picea glauca</i>	Medium
White Willow	<i>Salix alba</i>	Large
Yellowwood	<i>Cladrastis kentukea</i>	Medium
Zelkova	<i>Zelkova serrata</i>	Medium

Secs. 42-49—42-52. reserved.

DIVISION 3. NUISANCE TREES ON PRIVATE PROPERTY

Sec. 42-53. Infected trees declared nuisance.

Trees or parts thereof in a dead or dying condition that are hazardous so as to be injurious to the public, or that may also serve as breeding places for infectious diseases or harmful insects, are hereby declared to be public nuisances, and it shall be unlawful for the person owning property whereon the same is situated to possess or keep the same.

Sec. 42-54. Manager to enforce.

The Village Manager is charged with enforcement of this division. If it comes to the Village Manager's attention that there are one or more trees on a property that may constitute a nuisance under section 42-53, the Village Manager shall notify the property owner of such preliminary determination and provide the property owner an opportunity to schedule a meeting at the property with the Village Manager to discuss the nuisance determination and inspect the tree(s) together. Such notice shall be by way of certified mail or by hand delivery. Such notice is not required if an emergency situation exists as reasonably determined by the Village Manager. If the property owner declines the meeting or fails to respond to such notice within 30 days, the Village Manager and any persons deemed necessary by the Village Manager may enter upon private property at all reasonable hours for purposes of inspecting trees thereon, and may remove such specimens as are required for purposes of analysis to determine whether or not the same are infected. If entry is refused or no response from the property owner is received, and if it is determined by the Village Manager that it is feasible to delay entry, the Village shall obtain an administrative search warrant from the court authorizing such entry. It shall be unlawful for any person to prevent the Village Manager entering onto private property for purposes of carrying out their duties hereunder, or to interfere with such Village Manager in the lawful performance of their duties under the provisions of this division.

Sec. 42-55. Corrective action.

If any trees on private property are found to be infected, infested or otherwise hazardous to the public, the Village Manager shall give to the owner of the premises where such trees are situated written notice of the existence of the condition, and require corrective action including, but not limited to, complete removal to be under the direction and supervision of the Village Manager. Such notice shall be by way of certified mail or hand delivery. Such notice shall also notify the owner of such premises that unless corrective measures are taken in compliance with the terms thereof within ten days of the notice, the Village may proceed with the removal of such tree(s), and assess the cost thereof against the property in accordance with Chapter 32, special

assessments. The notice herein required shall be given as prescribed in Section 32-3. However, such notice and opportunity to take corrective measures are not required if an emergency situation exists as reasonably determined by the Village Manager.

Sec. 42-56. Appeals.

Should a property owner dispute a determination that the tree(s) identified by the Village Manager constitute a nuisance under this division, the property owner may provide a written notice of the dispute to the Village Manager who shall place the item on the next available Village council agenda. At the Village council meeting, the property owner will be afforded an opportunity to be heard and provide whatever materials the property owner wishes. The Village council shall then make a determination whether a nuisance under this division exists and, if so, may determine the terms, conditions and timelines of such removal as it deems appropriate. Notwithstanding the foregoing, if an emergency condition exists such that removal of the tree must be done for the protection, health, safety and welfare of the public or other property before such appeal could be completed, the Village Manager is not required to wait for such an appeal to occur before removing the tree(s).

Sec. 42-57. Court action.

If it is determined by the Village Manager that a tree constitutes a nuisance, but it is not deemed to be an emergency matter such that it is feasible to proceed against the property owner for an ordinance violation of this division for having a nuisance tree and failing to take corrective action, the Village shall obtain a court order permitting the Village to remove said tree(s).

DIVISION 4. FEES

Sec 42-58. Fees

A fee schedule shall be set by the Village Council for the tree permit, noncompliance, and removal of prohibited trees or plantings. The fee schedule shall be adopted by the Village Council annually in the Village of Cass City Financial Budget.

Secs. 42-59—42-70. Reserved.

Section 2. Validity and Severability.

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

Section 3. Repealer.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 4. Effective Date.

This Ordinance takes effect seven (7) days after publication as provided by law.

A MOTION TO CONDUCT THE SECOND READING AND ADOPT PROPOSED PROPOSED ORDINANCE NO. 214, TO AMEND THE CASS CITY MUNICIPAL CODE, CHAPTER 42, VEGETATION, ARTICLE II, TREES AND SHRUBS IN PUBLIC AREAS

Was offered by Trustee _____ and supported by _____.

Ayes: _____ Nays: _____

Resolution: Approved / Not Approved

This Ordinance is hereby declared to have **THE SECOND READING AND BEEN ADOPTED** by the Village of Cass City Council at a meeting thereof duly called and held on the _____ day of _____, 2026 and ordered to be given effect immediately upon its adoption.

_____, Village President _____, Village Clerk

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 _____ day of _____, 2026.

Village Clerk

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 _____ day of _____, 2026 and ordered to be given effect immediately upon its adoption.

_____, Village President

_____, Village Clerk

VILLAGE OF CASS CITY
PROPOSED ORDINANCE NO. 215

**AN ORDINANCE TO AMEND THE VILLAGE OF CASS CITY ZONING MAP, IN
RELATION TO THE CASS CITY CODE OF ORDINANCES, CHAPTER 46 ZONING,
ARTICLE III, ZONING DISTRICT REGULATIONS**

The Village of Cass City ordains approval to amend the Village of Cass City Zoning Map, in full accordance with the Cass City Code of Ordinances:

Chapter 46, Zoning

Article III, Zoning District Regulations

Division 5, Multiple-family Residential District,

Division 7, Office Service District,

Division 8, Community Business, and

Division 10, Light Industrial District

by approving the rezoning proposals from the Village of Cass City Planning Commission for thirty-three parcels of property further identified as follows:

Division 5, Multiple-family Residential District (RC)

6290 Church St. – 035-500-170-0150-00,

Legal Description: ELK-C T14N R11E N 8 RDS OF LOTS 1 & 2 BLK 1 CAMPBELL'S ADD VILL OF CASS CITY.

Rezone from Multiple-family Residential, RC to Single-family Residential, RA-1

6240 Hill St. – 035-500-304-0100-00,

Legal Description: ELK-C T14N R11E LOT 1 HILLS & DALES SUB 2 VILL OF CASS CITY.

Rezone from Multiple-family Residential, RC to Office Service, OS-1

Division 7, Office Service District (OS-1)

6275 W. Main St. – 035-500-170-0300-00,

Legal Description: ELK-C T14N R11E S 1/2 OF LOT 3 BLK 1 CAMPBELL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6285 Main St. – 035-500-170-0200-00,

Legal Description: ELK-C T14N R11E LOT 2 EX COM AT NW COR OF LOT 2, TH E 4 RDS, TH S 8 RDS, TH W 4 RDS, TH N 8 RDS TO POB BLK 1. CAMPBELL'S ADD VILL OF CASS CITY..

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6293 W. Main St. – 035-500-170-0100-00,

Legal Description: ELK-C T14N R11E S 10 RDS OF LOT 1 BLK 1 CAMPBELL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6305 W. Main St. – 035-500-256-0400-00,

Legal Description: ELK-C T14N R11E LOT 4 BLK 6 JESSE FOX SECOND ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6315 W. Main St. – 035-500-256-0300-00,

Legal Description: ELK-C T14N R11E LOT 3 BLK 6 JESSE FOX SECOND ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6325 W. Main St. – 035-500-256-0200-00,

Legal Description: ELK-C T14N R11E LOT 2 BLK 6 JESSE FOX SECOND ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

4509 Downing St. – 035-500-256-0100-00,

Legal Description: ELK-C T14N R11E LOT 1 BLK 6 JESSE FOX SECOND ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6306 W. Main St. – 035-500-650-0900-00,

Legal Description: ELK-C T14N R11E LOT 9 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6314 W. Main St. – 035-500-650-0800-00,

Legal Description: ELK-C T14N R11E LOT 8 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6328 W. Main St. – 035-500-650-0700-00,

Legal Description: ELK-C T14N R11E LOT 7 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6338 W. Main St. – 035-500-650-0600-00,

Legal Description: ELK-C T14N R11E LOT 6 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Single-family Residential, RA-1

6850 W. Main St. – 035-500-650-0500-00,

Legal Description: ELK-C T14N R11E LOT 5 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Office Service, OS-1 to Two-family Residential, RB

Division 8, Community Business (B-1)

4469 West St. – 035-500-650-1000-00,

Legal Description: ELK-C T14N R11E LOT 10 EX W 50 FT THEREOF. WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Community Business, B-1 to Single-family Residential, RA-1

4455 West St. – 035-500-650-1100-00,

Legal Description: ELK-C T14N R11E LOT 11 EX W 50 FT THEREOF WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Community Business, B-1 to Multiple-family Residential, RC

6361 Pine St. – 035-500-650-1300-00,

Legal Description: ELK-C T14N R11E LOT 13 WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Community Business, B-1 to Single-family Residential, RA-1

6369 Pine St. – 035-500-650-1200-00,

Legal Description: ELK-C T14N R11E LOT 12 EX N 42 FT WILSEY & MC PHAIL'S ADD VILL OF CASS CITY.

Rezone from Community Business, B-1 to Single-family Residential, RA-1

Division 10, Light Industrial (I-1)

6274 W. Main St. – 035-033-000-8500-00,

Legal Description: ELK-33 SEC 33 T14N R11E COM 12 RDS W & 3 RDS S OF NW COR OF NE 1/4 OF NE 1/4, TH W 4 RDS, TH S 9 RDS, TH E 4 RDS, TH N 9 RDS TO POB. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6292 W. Main St.– 035-033-000-7100-00,

Legal Description: ELK-33-51A SEC 33 T14N R11E COM 4 RDS W OF NW COR OF LOT 9, WILSEY & MC PHAIL ADD, S 8 RDS, W 8 RDS N 8 RDS, E 8 RDS TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4465 Brooker St. – 035-033-000-7000-00,

Legal Description: ELK-33-51 SEC 33 T14N R11E COM AT PT 4 RDS W & 4 RDS N OF SW COR OF LOT 18 OF WILSEY & MC PHAIL'S ADD TH N 6 RDS, TH W 8 RDS, TH S 6 RDS, TH E 8 RDS TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4455 Brooker St.– 035-033-000-3300-00,

Legal Description: ELK-33-20 SEC 33 T14N R11E COM 4 RDS W OF SW COR OF LOT 18 WILSEY & MC PHAIL ADD, TH N 4 RDS, TH W 8 RDS, TH S 4 RDS, TH E 8 RDS TO POB. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6273 Pine St.– 035-033-000-3500-00,

Legal Description: ELK-33-23 SEC 33 T14N R11E COM 8 RDS W OF NW COR OF INT OF BROOKER & PINE ST, N 9 RDS, W 4 RDS, S 9 RDS, E 4 RDS TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6265 Pine St.– 035-033-000-2300-00,

Legal Description: ELK-33-11C SEC 33 T14N R11E COM 12 RDS W OF NW COR OF INTERS OF BROOKER & PINE STS, TH N 9 RDS, TH W 4 RDS, TH S 9 RDS, TH E 4 RDS TO POB. .23 A. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6255 Pine St.– 035-033-000-1900-00,

Legal Description: ELK-33-8 SEC 33 T14N R11E COM 16 RDS W OF NW COR OF INTERS OF BROOKER & PINE STS, TH N 9 RDS, TH W 4 RDS 9 FT, TH S 48.85 FT, TH W 14.75 FT, TH S 99.65 FT, TH E 5 RDS 7.25 FT TO POB. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6276 Pine St. – 035-033-000-7900-00,

Legal Description: ELK-33-59A SEC 33 T14N R11E COM 12 RDS W OF NW COR OF LOT 5 BLK A KELLAND'S ADD, TH S 8 RDS, TH W 4 RDS, TH N 8 RDS, TH E 4 RDS TO POB. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

6282 Pine St.– 035-033-000-0300-00,

Legal Description: L 586 PG 120 ELK-33-0 SEC 33 T14N R11E COM 8 RDS W OF NW COR LOT 5 BLK A KELLANDS ADD S 10 RDS W 4 RDS N 10 RDS E 4 RDS TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4445 Brooker St.– 035-033-000-3200-00,

Legal Description: ELK-33-19 SEC 33 T14N R11E COM 4 RDS, W OF NW COR OF LOT 5 BLK A KELLANDS ADD S 10 RDS, W 4 RDS, N 10 RDS, E 4 RDS, TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4417 Brooker St.– 035-033-000-7500-00,

Legal Description: ELK-33-54A SEC 33 T14N R11E COM 4 RDS W OF NW COR OF LOT 6 BLK A KELLAND'S ADD TH W 8 RDS, TH S 4 RDS, TH E 8 RDS, N 4 RDS TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4409 Brooker St.– 035-033-000-6200-00,

Legal Description: ELK-33-43A SEC 33 T14N R11E COM AT A PT THAT IS 4 RDS W OF SW COR OF LOT 6 BLK A KELLAND'S ADD, TH N 4 RDS, TH W 8 RDS, TH S 4 RDS, TH E 8 RDS TO POB. VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4401 Brooker St.– 035-033-000-5700-00,

Legal Description: ELK-33-40 SEC 33 T14N R11E COM 4 RDS W OF SW COR, BLK A, KELLANDS ADD, S 53 1/2 FT, W TO R/W GT RR, NWLY ALONG R/W TO PT DIRECTLY W OF BEG, E TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4391 Brooker St.– 035-033-000-8700-00,

Legal Description: ELK-33-68 SEC 33 T14N R11E COM 4 RDS W & 9 FT N OF SW COR OF LOT 8 BLK B KELLANDS ADD TH N 66 FT, W TO RR R/W, SE'LY ALONG RR TO PT W OF POB, E TO POB VILL OF CASS CITY.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

4381 Brooker St.– 035-033-000-7200-00,

Legal Description: ELK-33-52 SEC 33 T14N R11E COM 4 RDS W OF SW COR OF LOT 8 BLK B KELLAND'S ADD, S 12 RDS TO R/W OF GT RR, NWLY ALONG R/W TO A PT DIRECTLY W OF PLACE OF BEG, E TO POB VILL OF CASS CITY. ALSO COM 4 RDS W OF SW COR OF LOT 8 BLK B KELLAND'S ADD, TH N 9 FT, TH W TO RAILROAD R/W, TH SE'LY ALONG R/W TO A PT DIRECTLY W OF POB, TH E TO POB.

Rezone from Light Industrial, I-1 to Single-family Residential, RA-1

Said parcels shall be rezoned from the current zoning classifications to those indicated and the Zoning Map shall be amended to reflect this change.

If any provision of this Chapter differs from a provision of any other applicable law, ordinance, rule, or regulation, both provisions of this Chapter and the differing provisions shall apply if possible. If the two (2) provisions are in conflict, then the provision establishing the higher or stricter standard shall apply.

After publication, this ordinance shall be effective immediately.

At a Regular Meeting of the Village of Cass City Council on the _____ day of _____, 20____,

A MOTION TO INTRODUCE AND CONDUCT THE FIRST READING OF VILLAGE OF CASS CITY, MI PROPOSED ORDINANCE #215, "AN ORDINANCE TO AMEND VILLAGE OF CASS CITY MUNICIPAL CODE CHAPTER 46, ZONING ARTICLE III."

Was offered by Trustee _____, and supported by Trustee _____

Ayes: Nays:

Resolution: Approved / Not Approved

_____, Village President, _____, Village Clerk/Treasurer

CERTIFICATION

I, _____, 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 _____ day of _____, 20____.

Village Clerk



Lives Built Here

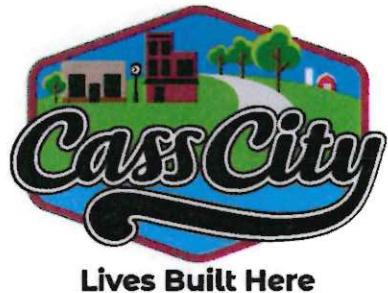
TO: Village Council
FROM: Debbie Powell, Village Manager
DATE: January 26, 2026
RE: January Manager's Report

As I write the Manager's Report for January, we are only two weeks into the new year. I will be attending the Michigan Municipal Executives Winter Conference the week of January 20-23. There are some matters I would like to update you on, and they are listed below.

- The Wastewater Treatment Plant - a bi-monthly meeting was held with the contractor, subcontractors, Fishbeck and village staff on January 13. The project is progressing and on schedule.
- Staff has been working on Community Development Block Grant (CDBG) grant for home renovations for low to moderate income residents. A bid letting was sent out for Third Party Administrators, due February 4, at 10:00 am. Also we are seeking qualified contractors to perform the work. Soon we will be accepting applications for the program.
- Laken Chapin (Fellow) and I attended a meeting on January 14, to meet with Erica Dibble, County Controller, and Kristy Sutherland from HDC to discuss the CDBG Program for Tuscola County. We were surprised to learn they had CDBG funds from 2023 that were not utilized and available to qualified individuals in the county. We learned that HDC is the Third Party Administrator for the County's CDBG Program. The Village has received inquiries regarding our program from people who live outside of the Village, and Laken has referred those applicants to the HDC for county funds.
- Staff has contacted our banner supplier concerning purchasing banners for the 250th Semi-quincentennial to be placed on Main Street. They had several to choose from with a total cost of \$2,981.50. I plan to propose to the DDA Board that they purchase the banners at their next meeting on February 10, 2026.

This institution is an equal opportunity provider and employer.

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



January Manager's Report

January 26, 2026

Page 2

- One of the main drivers of the cost of healthcare rising is chronic illness and the prescriptions to treat them. Healthy employees equal less utilization and will help to stabilize healthcare costs. Nan Walsh and I have been discussing establishing a Wellness Committee for employees. Nan is willing to serve as Coordinator. MESSA provides employers with free wellness benefits, programs, and training. The first meeting will be held on March 19 at noon at the Municipal Building.

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TTY 989-872-4742 or e-mail: casscity.org

VILLAGE OF CASS CITY
DEPARTMENT OF UTILITIES
VILLAGE COUNCIL SUMMARY REPORT

January 2026

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.
- Biotech Agronomics hauled biosolids from digester

Construction continues with pouring floor and valve boxes for aeration tank. Pictures are available on Village of Cass City Facebook page.

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

The average flows treated were: 174,000 gals/day for December 2025

187,000 gals/day for December 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.
- **The month of December 2025: The wells pumped 8.539 million gallons of water**
- **The average daily pumpage for December 2025: 275,000 gallons**
- **The average daily pumpage for December 2024: 290,000 gallons**

PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- Snow plowing/hauling
- Hauling leaves from the dump
- Removed Christmas banners

Submitted by,

RJ Klaus Director of Public Utilities



PARKS & RECREATION SUMMARY JANUARY 2026

- Continued daily oversight of Parks staff and tasks; Winter projects planning
- Planning for 2026 Rail Trail improvements & continued grant research
- Grant submitted to Michigan Baseball Federation & Meijer for Field 2 Fencing Project (\$10k requested from each)
- Sponsorship/donation letters sent out for Field 2 Fencing Project
- Attended Tuscola Co Community Foundation grant awards ceremony
- Research utility vehicle purchase for Parks
- Met with CCASAP to discuss baseball water bills

COMMUNITY DEVELOPMENT SUMMARY JANUARY 2026

- Met with General Housing & local investor to explore housing development options
- Continued collaboration with Laken/Nan/Debbie on CDBG housing rehab grant
- Promoted EM-SBN small business grants; 3 locally awarded (Turning Point ABA Clinic, Kind Small Humans Day Care and Hanby Bread)
- Successful Chamber of Commerce-Christmas in the Village event
- Region VI Childcare Coalition wage initiative study
- **Applied for FCU Foundation for Our Communities grant for community mosaic mural project (awarded \$5k)**
- **Presented America 250/mural grant & project plans to Committee of the Whole**
- Continued work on Safe Routes to School grant with CCPS Superintendent
- Participation in Village Safety Committee meeting
- Michigan Downtown Association; webinar and plans for DDA presentation
- Continued engagement, project collaboration & event planning with local community agencies; VFW, Rotary, Cass City Chamber (Christmas in the Village meetings), MiSBDC

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

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

January 22, 2026

Police Activity Report for January 2026

Calls for service in January 2026 (52 *complaints*) have *decreased* from December 2025 (104 *complaints*). It should be noted that the *monthly comparison* is 31 days to 22 days.

Calls for service increased in 2026 (52 complaints) from the same reporting period in 2025 (51 complaints).

Sgt. Pierce has been appointed to the Tuscola County Central Dispatch Authority Board.

We continued with our truck enforcement on Main Street due to the start of Sugar Beet Season.

Comparing the same reporting period in 2026 to 2025

- Assaults have *increased*.
- Burglary has *remained the same*.
- Larceny has *decreased*.
- Damage to Property has *remained the same*.
- Fraud has *remained the same*.
- Traffic Crashes have *decreased*.
- 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.

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

Meetings

- Chief Freeman – Department Head
- Chief Freeman & Sgt Pierce – Village Council
Personnel & Public Safety
- Sgt Pierce – Child Advocacy Center Board
LEAD Tuscola
TCCD Authority Board

Training

Officer Coleman – Assisting Individuals in Crisis and Group Crisis Intervention

Significant Events

Child Sexual Abuse Material
Felony Warrant

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2026	2025	
01/01/2026-01/21/2026	01/01/2025-01/21/2025	

Offense	Description	2026	2025
13001	NONAGGRAVATED ASSAULT	1	1
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1
13003	INTIMIDATION/STALKING	1	1
23003	LARCENY - THEFT FROM A BUILDING	0	1
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0
36004	SEX OFFENCE - OTHER	1	0
38003	OTHER FAMILY OFFENSE	3	0
50000	OBSTRUCTING JUSTICE	1	2
53001	DISORDERLY CONDUCT	1	0
53002	PUBLIC PEACE - OTHER	1	0
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	1	0
54003	TRAFFIC OFFENSE	1	1
55000	HEALTH AND SAFETY	1	0
93001	TRAFFIC CRASH	2	0
93002	NONTRAFFIC CRASH	0	1
93003	TRAFFIC VIOLATION - CIVIL	3	1
93004	PARKING	4	10
93006	TRAFFIC POLICING	1	4
93007	TRAFFIC SAFETY	1	0
94002	FALSE ALARM ACTIVATION	2	2
97006	ACCIDENT - ALL OTHER	1	0
98003	PROPERTY INSPECTION	0	1
98006	CIVIL MATTER	4	3
98007	SUSPICIOUS SITUATION	4	2
98008	FOUND/LOST PROPERTY	0	1
99001	SUICIDE OR ATTEMPT	0	1
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	10	7
99009	GENERAL NON-CRIMINAL	0	2
99010	VILLAGE ORDINANCE VIOLATION	2	0
99010J	INOPERABLE VEHICLE	0	3
99010K	RENTALS	1	0
99010R	RUBBISH/GARBAGE IN YARD	0	2
99013	ASSIST TO ANOTHER POLICE AGENCY	4	4
Totals:		52	51

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
JANUARY	DECEMBER	
01/01/2026-01/21/2026	12/01/2025-12/31/2025	

Offense	Description	JANUARY DECEMBER	
11002	SEXUAL PENETRATION PENIS/VAGINA - CSC 3RD DEGREE	0	1
13001	NONAGGRAVATED ASSAULT	1	0
13003	INTIMIDATION/STALKING	1	1
23003	LARCENY - THEFT FROM A BUILDING	0	1
23007	LARCENY - OTHER	0	2
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	1
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0
27000	EMBEZZLEMENT	0	1
36004	SEX OFFENCE - OTHER	1	0
38003	OTHER FAMILY OFFENSE	3	1
50000	OBSTRUCTING JUSTICE	1	1
53001	DISORDERLY CONDUCT	1	0
53002	PUBLIC PEACE - OTHER	1	0
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	1	1
54003	TRAFFIC OFFENSE	1	3
55000	HEALTH AND SAFETY	1	0
73000	MISCELLANEOUS CRIMINAL OFFENCE	0	1
91001	DELINQUENT MINORS	0	2
92004	INSANITY	0	1
93001	TRAFFIC CRASH	2	3
93003	TRAFFIC VIOLATION - CIVIL	3	9
93004	PARKING	4	9
93006	TRAFFIC POLICING	1	7
93007	TRAFFIC SAFETY	1	1
93008	BREATHALYZER INSPECTION	0	1
94002	FALSE ALARM ACTIVATION	2	2
97006	ACCIDENT - ALL OTHER	1	0
98004	OTHER INSPECTION	0	9
98006	CIVIL MATTER	4	4
98007	SUSPICIOUS SITUATION	4	5
98008	FOUND/LOST PROPERTY	0	1
99002	NATURAL DEATH	0	2
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	10	10
99009	GENERAL NON-CRIMINAL	0	3
99010	VILLAGE ORDINANCE VIOLATION	2	1
99010H	RECREATIONAL VEHICLE STORAGE	0	3
99010J	INOPERABLE VEHICLE	0	4
99010K	RENTALS	1	0
99010W	WASTE COLLECTION	0	2
99013	ASSIST TO ANOTHER POLICE AGENCY	4	11
Totals:		52	104

Offense Report

Page: 1

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2026	01/21/2026	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
9901-0 -- VILLAGE ORDINANCE VIOLATION					Count: 2
26-000012	01/05/2026	48hr Parking		FREEMAN, JAMES	Complied
26-000042	01/16/2026	Semi Parking		COLEMAN, ASHLEY	Closed
9901-0K -- RENTALS					Count: 1
26-000018	01/07/2026	Rental Inspection		FREEMAN, JAMES	Cleared by Citation
					Total: 3

Offense Activity Counts

