



Moving Forward Working Together

AGENDA

March 25, 2024
Regular Meeting – 6:00 P.M.

- Call to Order
- Pledge of Allegiance
- Roll Call
- Presentation for Cass City Cultural Center
- Citizen Comments
- Review Minutes of Regular Meeting of February 26, 2024 – page 3
- Review Financial Statement ending February 29, 2024 – page 7
- Budget and Finance
 - Approval of Bills
 - Approve Cultural Center Project – page 31
 - Discussion Concerning Listing Industrial Park Property for Sale – page 33
 - Approve 2024 and 2025 Cass City Chamber of Commerce Office Lease – page 37
- Public Services Committee
 - Approve Bid Award for Church and Sherman Streets – page 47
 - Approve Bid Award for Huron Street – page 57
 - Approve Professional Services Agreement with SAFEbuilt – page 61
- Personnel and Public Safety
 - Approve Worker's Compensation Policy – page 75
 - Approve Unpaid Leave Policy – page 79
- Parks and Recreation Committee
- Downtown Development Authority– Minutes of February 13, 2024 Minutes – page 83
- Economic Development Corporation – Minutes of February 13, 2024 Minutes – page 85
- Planning Commission– Minutes of February 21, 2024 Minutes – page 87
 - Receive and File 2023 Planning Commission Annual Report – page 89
- Manager's Report – page 97
- Communications
 - Other Business
- Adjournment

April 2024 Meetings and Events:

April 9 – Parks and Recreation Committee, 4 pm
April 9 – DDA/EDC Meeting, 1:30 pm
April 10 – Personnel & Public Safety Committee, 4 pm
April 16 – Public Services Committee, 6 pm
April 17 – Planning Commission, 7 pm
April 29 – Budget & Finance Committee, 5 pm
April 29 – Council Meeting, 6 pm

A Regular Meeting of the Cass City Village Council was held at the Cass City Municipal Building on Monday, February 26, 2024, at 6:00 p.m. Council Members present: President Robert Piaskowski, Trustees: Kevven Dorland, Bill Hartzell, Michael Kirn and Joe Leeson. Excused: Jeffrey Benkelman

MOTION# 2024.2.26-01

MOTION by Trustee Kirn, Supported by Trustee Hartzell to receive, approve, and file the minutes of the January 29, 2024 Regular Meeting. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.2.26-02

MOTION by Trustee Griesing, Supported by Trustee Leeson to receive, approve, and file the minutes of the January 10, 2024 Committee of the Whole Meeting. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.2.26-03

MOTION by Trustee Leeson, Supported by Trustee Kirn to receive, and accept the Financial Statements of January 31, 2024. MOTION CARRIED 6 yeas 0 nays.

There were no comments during Citizen Comments.

MOTION# 2024.2.26-04

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

MOTION# 2024.2.26-05

MOTION by Trustee Leeson, Supported by Trustee Kirn, to approve and pay the 2024 Allocation to the Tuscola County EDC in the amount of \$7500. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-06

MOTION by Trustee Leeson, Supported by Trustee Griesing, to approve Request for the Proposal (RFP) for Branding and Marketing Services Document and Advertise and Distribute, with a bid deadline and bid opening on Thursday, March 28, 2024 MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-07

MOTION by Trustee Kirn, Supported by Trustee Griesing, to Approve the quote from Monchilov Sewer Service, LLC for the cured in place pipe lining for sections of Brooker, Maple, and Sherman Streets, along with cleaning and videoing the sanitary main between Seventh and Division Streets, in the amount of \$100,000. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-08

MOTION by Trustee Kirm, Supported by Trustee Griesing, to Approve a Proposal from Spicer Group to provide professional Engineering Services for Alley Improvements in the amount of \$6,000 with a 10% contingency for preliminary engineering design, from the Account# 591-003-800. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-09

MOTION by Trustee Kirm, Supported by Trustee Hartzell, to Approve DDA request to install three "Customer Only Parking" Signs in the South Alley behind businesses between Leach and Seeger Streets. Roll Call Vote: Benkelman: excused, Dorland: yes, Griesing: yea, Hartzell: yea, Kirm: yea, Leeson: no, Piaskowski: no. MOTION CARRIED 4 yeas 4 nays 2 excused

MOTION# 2024.2.26-10

MOTION by Trustee Kirm, Supported by Trustee Griesing, to Approve the Notice to Proceed for Fishbeck's next phase of Final Design and Permitting of the Wastewater Treatment Plant improvements in the amount of \$610,000. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-11

MOTION by Trustee Leeson, Supported by Trustee Kirm, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on January 9, 2024. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-12

MOTION by Trustee Leeson, Supported by Trustee Hartzell, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on January 9, 2024. MOTION CARRIED 6 yeas 0 nays.

MOTION# 2024.2.26-13

MOTION by Trustee Leeson, Supported by Trustee Kirm, to receive and file the minutes of the Cass City Planning Commission held on January 17, 2024. MOTION CARRIED 6 yeas 0 nays.

The Manager's Report was reviewed.

Trustee Hartzell left the meeting.

MOTION# 2024.2.26-14

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

Chief James Freeman was asked to attend the closed session.

The Council entered into Closed Session at 6:54 pm.

The Council left Closed Session at 7:41 pm.

MOTION# 2024.2.26-15

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

The Council returned to the Regular Meeting at 7:41 pm.

MOTION# 2024.2.26-16

MOTION by Trustee Dorland, Supported by Trustee Griesing, to adjourn the meeting at 7:42pm.
MOTION CARRIED 5 yeas 0 nays.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

Village of Cass City

Financial Statements

Month Ending 2/29/24

17% of Fiscal Year

PERIOD ENDING 02/29/2024

% Fiscal Year Completed: 16.39

User: NAN

DB: Cass City

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	2024 MONTH 02/29/24 INCR (DECR)	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 101 - GENERAL FUND								
101-000-402.000	REAL PROPERTY TAXES	648,874.00	0.00	0.00	0.00	0.00	648,874.00	0.00
101-000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	36,360.00	0.00	0.00	0.00	0.00	36,360.00	0.00
101-000-410.000	PERSONAL PROPERTY TAXES	58,070.00	0.00	0.00	0.00	0.00	58,070.00	0.00
101-000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	3,182.00	0.00	0.00	0.00	0.00	3,182.00	0.00
101-000-445.000	PENALTIES & INTEREST TAXES	150.00	0.00	0.00	0.00	0.00	150.00	0.00
101-000-447.000	COLLECTION FEES TAXES	10,586.00	0.00	0.00	0.00	0.00	10,586.00	0.00
101-000-451.000	LIQUOR LICENSE FEES	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
101-000-543.000	STATE GRANT-PA 302 FUNDS	927.00	0.00	0.00	0.00	0.00	927.00	0.00
101-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	200,058.00	0.00	0.00	0.00	0.00	200,058.00	0.00
101-000-574.000	STATE SHARED REVENUE	316,140.00	0.00	0.00	0.00	0.00	316,140.00	0.00
101-000-575.000	STATE SHARED REV, EVIP	59,414.00	0.00	0.00	0.00	0.00	59,414.00	0.00
101-000-581.000	REVENUES, CCPS: SCHOOL.RESOURCE.OFFICER	68,000.00	0.00	0.00	1,509.44	0.00	66,490.56	2.22
101-000-584.000	RESTITUTION FUNDS, CCPD	100.00	0.00	0.00	0.00	0.00	100.00	0.00
101-000-607.000	CABLE FRANCHISE FEES	36,050.00	0.00	0.00	0.00	0.00	36,050.00	0.00
101-000-608.000	ZONING PERMIT FEES	5,000.00	35.00	0.00	95.00	0.00	4,905.00	1.90
101-000-609.000	RENTAL REGISTRATION FEES	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
101-000-625.000	MISCELLANEOUS REVENUES	2,600.00	125.00	0.00	205.00	0.00	2,395.00	7.88
101-000-640.000	REFUSE FEES	170,959.00	13,014.23	0.00	25,473.27	0.00	145,485.73	14.90
101-000-651.000	SWIMMING FEES	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00
101-000-652.000	ARTS / CRAFTS FEES	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00
101-000-653.000	OTHER RECREATION FEES	2,800.00	185.00	0.00	520.00	0.00	2,280.00	18.57
101-000-655.000	ORDNANCE FINES	1,500.00	242.95	0.00	609.25	0.00	890.75	40.62
101-000-662.000	REFUSE PENALTIES	3,500.00	216.10	0.00	457.22	0.00	3,042.78	13.06
10-664.000	INTEREST & DIVIDENDS	18,000.00	704.96	0.00	1,752.35	0.00	16,247.65	9.74
10-671.000	MISCELLANEOUS REIMBURSEMENT	4,500.00	235.00	0.00	306.00	0.00	4,194.00	6.80
101-000-674.000	POOL DONATIONS/SPONSORSHIPS	250.00	0.00	0.00	0.00	0.00	250.00	0.00
101-000-675.000	DONATIONS FROM PUBLIC & PRIVATE	11,000.00	0.00	0.00	0.00	0.00	11,000.00	0.00
101-000-676.000	DOG PARK DONATIONS	0.00	0.00	0.00	141.00	0.00	(141.00)	100.00
101-000-678.000	DONATIONS, MUSIC IN THE PARK	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
101-000-699.000	TRANSFERS IN, ADMIN CHR	203,664.00	0.00	0.00	0.00	0.00	203,664.00	0.00
101-000-699.100	TRANSFER IN FROM FUND BALANCE	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0.00
101-000-699.300	TRANSFER IN FROM FB, COMM PROMO	7,500.00	0.00	0.00	0.00	0.00	7,500.00	0.00
101-000-699.400	TRANSFER IN FROM FB, DOG PARK.	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00

Fund 101 - GENERAL FUND:

TOTAL REVENUES 2,032,184.00 14,758.24 31,068.53 0.00 2,001,115.47 1.53

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	2024 MONTH 02/29/24 INCR (DECR)	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND								
101 - COUNCIL								
172 - ADMINISTRATIVE		168,561.00	14,113.37	14,113.37	25,930.36	528.00	142,102.64	15.70
215 - CLERK STAFF		218,499.00	16,248.67	16,248.67	29,696.50	0.00	188,802.50	13.59
223 - FINANCE		21,115.00	0.00	0.00	0.00	0.00	21,115.00	0.00
261 - GENERAL GOVERNMENT		129,819.00	8,031.97	8,031.97	14,099.47	0.00	115,719.53	10.86
262 - ELECTIONS		103.00	0.00	0.00	0.00	0.00	103.00	0.00
265 - BUILDINGS & GROUNDS		38,254.00	3,078.78	3,078.78	4,777.47	0.00	33,476.53	12.49
291 - COMMUNITY PROMOTION (PA 359)		53,828.00	5,552.93	5,552.93	8,200.99	1,223.72	44,403.29	17.51
301 - POLICE DEPARTMENT		682,152.00	73,428.42	73,428.42	128,532.00	1,539.00	552,081.00	19.07
315 - CRIME & SAFETY		11,000.00	0.00	0.00	0.00	0.00	11,000.00	0.00
401 - MISC GOVERNMENT		13,500.00	0.00	0.00	0.00	0.00	13,500.00	0.00
441 - PUBLIC WORKS		24,211.00	10.95	10.95	10.95	0.00	24,200.05	0.05
520 - SOLID WASTE DISPOSAL		170,959.00	12,933.58	12,933.58	25,867.16	0.00	145,091.84	15.13
722 - PLANNING AND ZONING		61,703.00	6,993.63	6,993.63	10,582.88	0.00	51,120.12	17.15
752 - SWIMMING POOL		162,114.00	111.93	111.93	158.10	0.00	161,955.90	0.10
754 - PARKS DEPARTMENT		250,773.00	29,700.55	29,700.55	41,969.57	0.00	208,803.43	16.74
758 - RECREATION / DAYCAMP		17,893.00	25.32	25.32	335.64	0.00	17,557.36	1.88
Fund 101 - GENERAL FUND:								
TOTAL EXPENDITURES		2,032,184.00	170,366.81	170,366.81	290,297.80	3,290.72	1,738,595.48	14.45

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
Fund 202 - MAJOR STREET							
202-000-402.000	MJ ST REAL PROPERTY TAXES	27,398.00	0.00	0.00	0.00	27,398.00	0.00
202-000-410.000	MJ ST PERSONAL PROPERTY TAXES	2,300.00	0.00	0.00	0.00	2,300.00	0.00
202-000-553.000	MJ ST GAS & WEIGHT	284,485.00	0.00	0.00	0.00	284,485.00	0.00
202-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	7,088.00	0.00	0.00	0.00	7,088.00	0.00
202-000-607.000	PA 48 METRO ACT, TELECOM RT OF WAY	14,075.00	0.00	0.00	0.00	14,075.00	0.00
202-000-664.000	INTEREST & DIVIDENDS	7,000.00	546.50	1,120.51	0.00	5,879.49	16.01
202-000-671.000	MJ ST MISC. REIMBURSEMENT	6,700.00	0.00	0.00	0.00	6,700.00	0.00
202-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	49,592.00	0.00	0.00	0.00	49,592.00	0.00
202-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	32,328.00	0.00	0.00	0.00	32,328.00	0.00
202-000-691.000	APPROPRIATION FROM GENERAL FUND	117,000.00	0.00	0.00	0.00	117,000.00	0.00
Fund 202 - MAJOR STREET:		547,966.00	546.50	1,120.51	0.00	546,845.49	0.20
TOTAL REVENUES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 202 - MAJOR STREET							
463 - STREET MAINTENANCE		316,214.00	3,022.51	6,551.32	0.00	309,662.68	2.07
470 - R. O. W. MAINTENANCE		42,549.00	4.20	4.20	0.00	42,544.80	0.01
474 - SIGNS		7,234.00	1,675.45	1,675.45	0.00	5,558.55	23.16
478 - SNOW		99,495.00	6,146.91	11,759.45	0.00	87,735.55	11.82
486 - TRUNKLINE MAINTENANCE		6,666.00	155.72	321.96	0.00	6,344.04	4.83
488 - TRUNKLINE SWEEPING/FLUSHING		12,287.00	129.14	418.04	0.00	11,868.96	3.40
493 - STATE MONUMENT PROPERTY T.I.		1,271.00	0.00	0.00	0.00	1,271.00	0.00
494 - TRUNKLINE UTILITIES		11,827.00	44.04	44.04	0.00	11,782.96	0.37
497 - TRUNKLINE SNOW REMOVAL		41,986.00	9,022.55	19,275.17	0.00	22,710.83	45.91
502 - TRUNKLINE FRINGE BENEFITS		8,437.00	799.63	2,265.07	0.00	6,171.93	26.85
- - - - -							
TOTAL EXPENDITURES		547,966.00	21,000.15	42,314.70	0.00	505,651.30	7.72

Fund 202 - MAJOR STREET:

PERIOD ENDING 02/29/2024
 % Fiscal Year Completed: 16.39

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 203 - LOCAL STREET							
203-000-402.000	REAL PROPERTY TAXES	236,255.00	0.00	0.00	0.00	236,255.00	0.00
203-000-410.000	PERSONAL PROPERTY TAXES	23,699.00	0.00	0.00	0.00	23,699.00	0.00
203-000-553.000	GAS & WEIGHT	112,050.00	0.00	0.00	0.00	112,050.00	0.00
203-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	63,841.00	0.00	0.00	0.00	63,841.00	0.00
203-000-664.000	INTEREST & DIVIDENDS	10,000.00	827.10	1,832.51	0.00	8,167.49	18.33
203-000-671.000	MISC REIMBURSEMENTS	2,621.00	0.00	0.00	0.00	2,621.00	0.00
203-000-690.000	1.5 MILLS CO. BRIDGE TAX	46,732.00	0.00	0.00	0.00	46,732.00	0.00
203-000-699.000	TRANSFER IN, LOCAL STREET FUND BALANCE	10,000.00	0.00	0.00	0.00	10,000.00	0.00
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		505,198.00	827.10	1,832.51	0.00	503,365.49	0.36

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 203 - LOCAL STREET							
463 - STREET MAINTENANCE		302,823.00	17,102.38	28,616.16	0.00	274,206.84	9.45
470 - R. O. W. MAINTENANCE		42,123.00	0.00	0.00	0.00	42,123.00	0.00
474 - SIGNS		7,633.00	0.00	0.00	0.00	7,633.00	0.00
478 - SNOW		65,332.00	7,160.42	12,067.11	0.00	53,264.89	18.47
494 - TRUNKLINE UTILITIES		85,912.00	6,783.03	6,783.03	0.00	79,128.97	7.90
Fund 203 - LOCAL STREET:							
TOTAL EXPENDITURES		503,823.00	31,045.83	47,466.30	0.00	456,356.70	9.42

PERIOD ENDING 02/29/2024
 % Fiscal Year Completed: 16.39

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% B DGT USED
Fund 244 - ECONOMIC DEVELOPMENT							
244-000-664.000	INTEREST & DIVIDENDS	300.00	2.20	18.22	0.00	281.78	6.07
244-000-691.000	APPROPRIATION FROM FUND BALANCE	3,800.00	0.00	0.00	0.00	3,800.00	0.00
244-000-692.000	CONTRIBUTION FROM GENERAL FUND	13,500.00	0.00	0.00	0.00	13,500.00	0.00

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL REVENUES 17,600.00 2.20 18.22 0.00 17,581.78 0.10

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2024 MONTH 02/29/24	ACTIVITY FOR INCR (DECR)	YTD BALANCE 02/29/2024	NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 244 - ECONOMIC DEVELOPMENT		17,600.00		6,125.18	7,250.36		0.00	10,349.64	41.20
001 - ADMINISTRATION									

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL EXPENDITURES

17,600.00 6,125.18 7,250.36 0.00 10,349.64 41.20

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 248 - D.D.A.							
248-000-402.000	CAPTURED TAXES	20,677.00	0.00	0.00	0.00	20,677.00	0.00
248-000-403.000	CAPTURE TOWNSHIP TAXES	4,075.00	0.00	0.00	0.00	4,075.00	0.00
248-000-404.000	CAPTURE COUNTY TAXES	9,313.00	0.00	0.00	0.00	9,313.00	0.00
248-000-625.000	MISC FEES	268.00	0.00	0.00	0.00	268.00	0.00
248-000-664.000	INTEREST & DIVIDENDS	361.00	897.07	960.24	0.00	(599.24)	265.99
248-000-675.000	TRANSFER FROM FUND BALANCE	2,800.00	0.00	0.00	0.00	2,800.00	0.00

Fund 248 - D.D.A.:
 TOTAL REVENUES 37,494.00 897.07 960.24 0.00 36,533.76 2.56

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 248 - D.D.A.							
001 - ADMINISTRATION		27,087.00	6,776.39	7,276.39	1,728.00	18,082.61	33.24
005 - THORP PROPERTY		600.00	0.00	0.00	0.00	600.00	0.00
008 - DDA DEBT SERVICE		9,807.00	0.00	793.35	0.00	9,013.65	8.09
Fund 248 - D.D.A.:		37,494.00	6,776.39	8,069.74	1,728.00	27,696.26	26.13
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT USED
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
401-000-501.000	OTHER LOAN PROCEEDS - USDA/RD	0.00	0.00	90,000.00	0.00	(90,000.00)	100.00
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Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:							
TOTAL REVENUES		0.00	0.00	90,000.00	0.00	(90,000.00)	100.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2024 MONTH 02/29/24	ACTIVITY FOR INCR (DECR)	YTD BALANCE 02/29/2024	NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
Fund 401 - CAPITAL PROJECTS:	SEEGER STREET PROJECT								
001 - ADMINISTRATION		0.00	0.00	0.00	90,150.40		0.00	(90,150.40)	100.00
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Fund 401 - CAPITAL PROJECTS:	SEEGER STREET PROJECT:								
TOTAL EXPENDITURES		0.00	0.00	0.00	90,150.40		0.00	(90,150.40)	100.00

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
Fund 408 - WATER RECREATION FUND							
408-000-675.000	DONATIONS, SPLASH PARK PROJECT	500.00	0.00	0.00	0.00	500.00	0.00
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Fund 408 - WATER RECREATION FUND:		500.00	0.00	0.00	0.00	500.00	0.00
<hr/>							
TOTAL REVENUES							

User: NAN

PERIOD ENDING 02/29/2024

DB: Cass City

% Fiscal Year Completed: 16.39

ACTIVITY FOR YTD BALANCE
 2024 MONTH 02/29/24 02/29/2024
 AMENDED BUDGET INCR (DECR) NORM (ABNORM)

ENCUMBERED UNENCUMBERED % BDGT
 YEAR-TO-DATE BALANCE USED

GL NUMBER DESCRIPTION
 Fund 408 - WATER RECREATION FUND
 001 - ADMINISTRATION

500.00 0.00 0.00 0.00 500.00 0.00

Fund 408 - WATER RECREATION FUND:

TOTAL EXPENDITURES

500.00 0.00 0.00 0.00 500.00 0.00

GL NUMBER	DESCRIPTION	2024	AMENDED BUDGET	MONTH 02/29/24	ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
				INCR (DECR)	02/29/2024	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	USED
Fund 590 - WASTEWATER TREATMENT									
590-000-528.000	OTHER FEDERAL GRANTS - ARPA		245,000.00	0.00	0.00	0.00	0.00	245,000.00	0.00
590-000-609.000	SEWER MISC REVENUES		27,810.00	1,920.00	3,555.00	0.00	0.00	24,255.00	12.78
590-000-628.000	SEWER OMR FEES		304,707.00	25,721.71	50,625.69	0.00	0.00	254,081.31	16.61
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS		530,184.00	42,315.12	85,124.12	0.00	0.00	445,059.88	16.06
590-000-636.000	SEWER CONNECTIONS		1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
590-000-662.000	SEWER SERVICE PENALTIES		15,000.00	1,009.25	1,989.97	0.00	0.00	13,010.03	13.27
590-000-664.000	INTEREST & DIVIDENDS		14,500.00	39.17	1,991.03	0.00	0.00	12,508.97	13.73
590-000-699.000	TRANSFERS FROM FUND BALANCE		33,500.00	0.00	0.00	0.00	0.00	33,500.00	0.00

Fund 590 - WASTEWATER TREATMENT:

TOTAL REVENUES 1,171,701.00 71,005.25 143,285.81 0.00 1,028,415.19 12.23

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001 - ADMINISTRATION		238,341.00	12,381.25	22,289.93	0.00	216,051.07	9.35
002 - TREATMENT AND PUMPING		587,852.00	73,434.24	96,655.56	15,926.10	475,270.34	19.15
003 - COLLECTIONS		193,443.00	1,587.41	2,300.28	0.00	191,142.72	1.19
004 - MAINTENANCE		151,607.00	16,961.36	29,887.08	0.00	121,719.92	19.71
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Fund 590 - WASTEWATER TREATMENT:		1,171,243.00	104,364.26	151,132.85	15,926.10	1,004,184.05	14.26
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 591 - WATER SYSTEM							
591-000-544.000	STATE GRANT - DWAM	103,228.00	0.00	0.00	0.00	103,228.00	0.00
591-000-628.000	WATER OMR FEES	320,678.00	27,359.48	53,438.47	0.00	267,239.53	16.66
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS	387,139.00	25,637.35	53,752.08	0.00	333,386.92	13.88
591-000-636.000	CONNECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
591-000-646.000	BULK WATER SALES REVENUE	2,200.00	41.00	155.00	0.00	2,045.00	7.05
591-000-662.000	SERVICE PENALTIES	11,500.00	688.91	1,367.87	0.00	10,132.13	11.89
591-000-664.000	INTEREST & DIVIDENDS	15,500.00	1,570.63	3,390.64	0.00	12,109.36	21.88
591-000-665.000	BUILDING LEASE REVENUES	53,024.00	0.00	0.00	0.00	53,024.00	0.00
591-000-671.000	MISC. REIMBURSEMENTS	6,900.00	25.00	50.00	0.00	6,850.00	0.72
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Fund 591 - WATER SYSTEM:		901,169.00	55,322.37	112,154.06	0.00	789,014.94	12.45
TOTAL REVENUES							

EXPENDITURE REPORT

PERIOD ENDING 02/29/2024

% Fiscal Year Completed: 16.39

ACTIVITY FOR
 MONTH 02/29/24
 2024
 AMENDED BUDGET INCR (DECR) YTD BALANCE
 02/29/2024
 NORM (ABNORM)

GL NUMBER	DESCRIPTION	AMENDED BUDGET	INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDT USED
Fund 591 - WATER SYSTEM							
001	ADMINISTRATION	213,788.00	12,716.13	20,612.72	0.00	193,175.28	9.64
002	TREATMENT AND PUMPING	253,804.00	5,276.38	6,574.87	1,405.00	245,824.13	3.14
003	COLLECTIONS	152,446.00	6,586.62	10,782.65	0.00	141,663.35	7.07
004	MAINTENANCE	21,916.00	14.76	14.76	0.00	21,901.24	0.07
011	DWAM GRANT	103,228.00	0.00	0.00	0.00	103,228.00	0.00

Fund 591 - WATER SYSTEM:

TOTAL EXPENDITURES

745,182.00 24,593.89 37,985.00 1,405.00 705,792.00 5.29

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
651-000-654.000	DPW CONTRACTING REVENUES	1,545.00	0.00	0.00	0.00	1,545.00	0.00
651-000-669.000	INTEREST & DIVIDENDS	10,000.00	1,436.87	2,461.02	0.00	7,538.98	24.61
651-000-670.000	INTERDEPARTMENT RENTALS	435,720.00	35,535.51	64,789.46	0.00	370,930.54	14.87
651-000-671.000	MISC REIMBURSEMENTS	400.00	0.00	0.00	0.00	400.00	0.00
651-000-673.000	SALE OF ASSETS	12,000.00	0.00	0.00	0.00	12,000.00	0.00
651-000-699.000	TRANSFER FROM FUND BALANCE	91,000.00	0.00	0.00	0.00	91,000.00	0.00

Fund 651 - MOTOR VEHICLE & EQUIPMENT:
 TOTAL REVENUES 550,665.00 36,972.38 67,250.48 0.00 483,414.52 12.21

TOTAL REVENUES - ALL FUNDS 5,764,477.00 180,331.11 447,690.36 0.00 5,316,786.64 7.77

EXPENDITURE REPORT

PERIOD ENDING 02/29/2024
 % Fiscal Year Completed: 16.39

2024 AMENDED BUDGET ACTIVITY FOR MONTH 02/29/24 INCR (DECR) YTD BALANCE 02/29/2024 NORM (ABNORM) ENCUMBERED YEAR-TO-DATE UNENCUMBERED BALANCE % BDGT USED

Fund 651 - MOTOR VEHICLE & EQUIPMENT
 001 - ADMINISTRATION 550,386.00 15,888.41 15,888.41 25,357.10 52,365.20 472,663.70 14.12

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL EXPENDITURES 550,386.00 15,888.41 15,888.41 25,357.10 52,365.20 472,663.70 14.12

TOTAL EXPENDITURES - ALL FUNDS 5,606,378.00 380,160.92 380,160.92 700,024.25 74,715.02 4,831,638.73 13.82

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 02/29/24 INCR (DECR)	YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		2,032,184.00	14,758.24	31,068.53	0.00	2,001,115.47	1.53
TOTAL EXPENDITURES		2,032,184.00	170,366.81	290,297.80	3,290.72	1,738,595.48	14.45
NET OF REVENUES & EXPENDITURES		0.00	(155,608.57)	(259,229.27)	(3,290.72)	262,519.99	
Fund 202 - MAJOR STREET							
Fund 202 - MAJOR STREET:							
TOTAL REVENUES		547,966.00	546.50	1,120.51	0.00	546,845.49	0.20
TOTAL EXPENDITURES		547,966.00	21,000.15	42,314.70	0.00	505,651.30	7.72
NET OF REVENUES & EXPENDITURES		0.00	(20,453.65)	(41,194.19)	0.00	41,194.19	
Fund 203 - LOCAL STREET							
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		505,198.00	827.10	1,832.51	0.00	503,365.49	0.36
TOTAL EXPENDITURES		503,823.00	31,045.83	47,466.30	0.00	456,356.70	9.42
NET OF REVENUES & EXPENDITURES		1,375.00	(30,218.73)	(45,633.79)	0.00	47,008.79	
Fund 244 - ECONOMIC DEVELOPMENT							
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		17,600.00	2.20	18.22	0.00	17,581.78	0.10
TOTAL EXPENDITURES		17,600.00	6,125.18	7,250.36	0.00	10,349.64	41.20
NET OF REVENUES & EXPENDITURES		0.00	(6,122.98)	(7,232.14)	0.00	7,232.14	
Fund 408 - WATER RECREATION FUND							
Fund 408 - WATER RECREATION FUND:							
TOTAL REVENUES		37,494.00	897.07	960.24	0.00	36,533.76	2.56
TOTAL EXPENDITURES		37,494.00	6,776.39	8,069.74	1,728.00	27,696.26	26.13
NET OF REVENUES & EXPENDITURES		0.00	(5,879.32)	(7,109.50)	(1,728.00)	8,837.50	
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:							
TOTAL REVENUES		0.00	0.00	90,000.00	0.00	(90,000.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	90,150.40	0.00	(90,150.40)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(150.40)	0.00	150.40	
Fund 590 - WASTEWATER TREATMENT							
Fund 590 - WASTEWATER TREATMENT:							
TOTAL REVENUES		500.00	0.00	0.00	0.00	500.00	0.00
TOTAL EXPENDITURES		500.00	0.00	0.00	0.00	500.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		1,171,701.00	71,005.25	143,285.81	0.00	1,028,415.19	12.23
TOTAL EXPENDITURES		1,171,243.00	104,364.26	151,132.85	15,926.10	1,004,184.05	14.26
NET OF REVENUES & EXPENDITURES		458.00	(33,359.01)	(7,847.04)	(15,926.10)	24,231.14	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		901,169.00	55,322.37	112,154.06	0.00	789,014.94	12.45
TOTAL EXPENDITURES		745,182.00	24,593.89	37,985.00	1,405.00	705,792.00	5.29
NET OF REVENUES & EXPENDITURES		155,987.00	30,728.48	74,169.06	(1,405.00)	83,222.94	

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 02/29/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDC USED
			MONTH 02/29/24 INCR (DECR)	MONTH 02/29/24 INCR (DECR)				
	Fund 651 - MOTOR VEHICLE & EQUIPMENT							
	Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
	TOTAL REVENUES	550,665.00	36,972.38	67,250.48	0.00	483,414.52	12.21	
	TOTAL EXPENDITURES	550,386.00	15,888.41	25,357.10	52,365.20	472,663.70	14.12	
	NET OF REVENUES & EXPENDITURES	279.00	21,083.97	41,893.38	(52,365.20)	10,750.82		
	TOTAL REVENUES - ALL FUNDS	5,764,477.00	180,331.11	447,690.36	0.00	5,316,786.64	7.77	
	TOTAL EXPENDITURES - ALL FUNDS	5,606,378.00	380,160.92	700,024.25	74,715.02	4,831,638.73	13.82	
	NET OF REVENUES & EXPENDITURES	158,099.00	(199,829.81)	(252,333.89)	(74,715.02)	485,147.91		



TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Commitment of the Village as Responsible Party for Costs and Overages Related to Cultural Center Project

The Cass City Cultural Historical Center and Museum in conjunction with the Tuscola County Economic Development Corporation and the Tuscola County Land Bank seek to rehabilitate the former Elkland Township Hall also known as the Cultural Center.

The total estimated cost of the project is \$428,400. Various sources of funding will aid the Cass City Cultural Historical Center and Museum and Tuscola Economic Development Corporation in this project. The proposal and budget have been provided to you via email.

The Tuscola County Land Bank through its efforts with the Tuscola County Economic Development Corporation has committed to move forward with application to the State of Michigan Blight Elimination Program (BEP), **contingent upon the approval of this motion AND contingent upon full funding from the BEP, to provide funds approved by the BEP of approximately \$355,400.**

Additional funding of approximately \$73,000 from non-BEP sources will be necessary to fully fund the project. The non-BEP funds have not been fully secured; the Tuscola County Land Bank requests the Village of Cass City be the responsible party for costs that fall outside of the BEP funding. Such amounts may include but are not limited to, project overages, failure to secure funding by the Cass City Cultural Historical Center and Museum and or the Cass City Downtown Development Authority.

The Cultural Center is a blighted and dangerous building. As the Village of Cass City seeks to ask other community stakeholders to eliminate blight and maintain their property, it is only fair that the Downtown Development Authority and Village maintain properties under their control.

MOTION: Wherefore a Motion is made to commit the Village as responsible party for costs and overages related to the rehabilitation of the former Elkland Township Hall, that fall outside of the funding application to the Blight Elimination Program, and may not otherwise be covered by private sources including funds raised by the Cass City Cultural Historical Center, the Cass City Downtown Development Authority and/or other private sources of funding.

Cass City Industrial Park Property

Commercial Realtors

Company Name	Contact Person	Phone Number	Commission	Listing Term	Marketing of Property
Trademark	Gretchen Witherspoon	989-792-6400	8% of sale price - may be split with another broker	1 year	Signs, Take pictures, brochures
MDL Companies	Steffin Bader	989-954-5454	10% but willing to adjust to 8.5% if another broker is not involved (\$5,000 flat fee minimum)	1 year	signage, social media, door knocking
Team Success Listing LLC	Donald Horne	810-338-0628	4.5% of sale price	6 months	Listed on Realestate-mls.com, Zillow.com, Realtor.com, etc.
The Miller Group	Bob Morford	989-790-2611	6% of sale price	6 months - 1 year - will work with you	Signage, online sites - Loopnet, Crexi etc. (sold parcels in Bad Axe)
InCommercial Property Group	Meggie Jenkins	805-400-9360	5-6% of sale price	Flexible 6 mos. - 1 yr.	Signage, online website coastal access. Work with funds & investors site selectors
Osentoski Realty	Lola Miller	989-551-3577	6% (Will split 50/50 with another broker)	6 months	Realestate-mls.com, Realtor.com, Zillow.com, Facebook
Rosegold Realty LLC	Zach Deitering	989-912-9779	6%	Flexible 6 mos. - 1 yr.	MLS, Zillow, websites, Crexi, social media
Kelly & Company Realty	Earl Volmering	989-912-9530	6%	6 months	RMLS, Zillow, Realtor.com, Truila, USA MLS, Facebook, Local Paper
Elite Realty	Rebecca Vincent	231-218-4254	6%		multiple nationwide platforms - Loopnet, Crexi, Cpix, and CoStar, drone photos, & mapping,
Landmark Commercial Realty	Gordon Hyde - left message	248-488-2620			Signs, online sites

Property is currently zoned residential and should be rezoned as industrial.

Realtor	Parcel	Acres	Price
Rosegold Realty LLC	Parcel #007-033-000-3900-01	8.08	\$55,000 - \$75,000
Rosegold Realty LLC	Parcel #035-003-001-0700-00	4.2	\$25,000 - \$45,000
Kelly & Co. Realty	Parcel #007-033-000-3900-01	8.08	\$125,000 - 130,000
Kelly & Co. Realty	Parcel #035-003-001-0700-00	4.2	\$51,000 - \$59,000
Osentoski Realty & Auctioneer	Parcel #007-033-000-3900-01	8.08	\$36,360 - \$52,520
Osentoski Realty & Auctioneer	Parcel #035-003-001-0700-00	4.2	\$21,000 - \$30,000
Elite Realty	Parcel #007-033-000-3900-01	8.08	\$121,200 (\$15,000/acre)
Elite Realty	Parcel #035-003-001-0700-00	4.2	\$63,000 (\$15,000/acre)

lwm - 3/22/24



TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Lease Agreement with Cass City Chamber of Commerce

It is time to renew the lease agreement with the Cass City Chamber of Commerce. The current lease has expired and is on a month-to-month extension. This lease agreement would begin on April 1, 2024 and terminate two (2) years from this date at midnight on April 1, 2026. Upon expiration of the two (2) year term, the lease term shall be month-to-month.

The current rent per month is \$100 per month which will be increased to \$125 through the remainder of 2024 beginning on April 1. Beginning January 1, 2025, the rent will increase to \$150 per month for the remainder of the lease.

There was one more amendment to the lease, to add an "out clause" with one month's written notice for both parties.

The terms of the agreement have been reviewed and approved by the Cass City Chamber of Commerce Board. It is recommended to approve the lease agreement with the Cass City Chamber of Commerce.

MOTION: Approve Lease Agreement with Cass City Chamber of Commerce for office space in the Municipal Building for two years beginning April 1, 2024 through April 1, 2026, with monthly rent of \$125 in 2024, and \$150 in 2025 and 2026.

LEASE AGREEMENT

THIS Lease Agreement (hereinafter “Agreement”) dated April 1, 2024 between the VILLAGE OF CASS CITY (hereinafter “Landlord”), and the CASS CITY CHAMBER OF COMMERCE (hereinafter “Tenant”), collectively referred to as the “Parties” and individually as the “Party”. For and in consideration of the mutual covenants and agreements set forth in this Agreement in connection with the commercial lease of certain property located at 6506 Main Street, Cass City, Michigan, intending to be bound thereby, the Landlord and Tenant agree as follows:

Article I: Basic Lease Provisions and Schedule of Exhibits

1.1 Basic Provisions of this Agreement:

Leased Premises: Landlord leases to Tenant and Tenant hires from Landlord, the Leased Premises known as 6506 Main Street, Cass City, Michigan

Lease Term: This lease begins on April 1, 2024 and terminates two (2) years from this date at midnight on April 1, 2026. Upon expiration of the two (2) year term, the lease term shall be month-to-month.

Rent: During the term for this Agreement, Tenant will pay rent to Landlord in monthly installments in advance on the 1st day of each calendar month pursuant to the following rent schedule:

- April 1, 2024 through December 31, 2024: \$125.00 per month.
- January 1, 2025 through April 1, 2026: \$150.00 per month
- Rent shall remain payable at \$150.00 per month upon expiration of the initial lease term for the extent of any month-to-month tenancy

Rent payments will be made to Landlord at 6506 Main Street, Cass City, MI 48726, or at such other place as Landlord may designate.

Utilities: All utilities, including but not limited to, WiFi access are included in the above-referenced rent payment.

- 1.2 Termination without Default: Landlord and Tenant shall have the ability to terminate this Lease Agreement during the term of the Agreement by providing one (1) month written notice to the other party of its intent to terminate the Lease Agreement. Following the expiration of the term of this Agreement, Landlord and Tenant shall have the ability to terminate this Lease Agreement with one (1) month's written notice. Nothing in this section shall be construed to limit or otherwise modify the terms of any other right of termination contained in this Agreement.

Article II: Leased Premises

- 2.1 Permitted Use of Leased Premises: Subject to the covenants and conditions set forth in this Agreement, together with the right of ingress and egress, this premises will be used only for the Tenant's office and meeting space.
- 2.2 Prohibition Against Assignment and Subletting: Tenant will not assign, transfer, or encumber this Agreement in whole or in part, nor will Tenant sublet all or any portion of the Leased Premises and shall not substitute the Leased Premises or any part thereof or allow any other person to be in possession thereof.
- 2.3 Meeting Space: Pursuant to this Agreement, Tenant has a right to use meeting spaces on the Leased Premises when available and not in use by Landlord and/or representatives for the Village of Cass City, provided that Tenant gives Landlord written notice at least one day prior to the scheduled meeting and/or coordinates with Landlord to create a schedule for Tenant's use of said meeting spaces.
- 2.4 Office Supplies: Pursuant to this Agreement, Tenant has a right to use the Village's facsimile and shredding machines on the Leased Premises. Tenant shall not have a right to use the Village's copier on the Leased Premises under this Agreement. If the actions by the Tenant, or any of its employees, representatives or assigns are the sole cause of the damage the Village's facsimile and/or shredding machines requiring repair or replacement, Tenant agrees to be responsible for any repair or replacement costs at its sole expense.
- 2.5 Prior Consent for Hosting Events in Municipal Building: Pursuant to this Agreement, Tenant must obtain Landlord's prior written consent before it may host any events in the Village's Municipal Building.
- 2.6 Legal Requirements: Tenant covenants and agrees not to use or occupy or suffer or permit/endorse, or service/maintain/repair the Leased Premises, or any part thereof, to be used or occupied for any purpose contrary to this Agreement, law, ordinance or the rules or regulations of any public authority, or the requirements of any insurance underwriters or rating bureaus, or in any manner so as to increase the cost of insurance.
- 2.7 Holding Over: Pursuant to Section 1.1, if Tenant holds over the Leased Premises after the expiration of the lease term without Landlord's written consent, a month-to-month tenancy for the Tenant will be created subject to all applicable terms in this Agreement.

2.8 Quiet Possession: Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Lease Term, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, but only during this Tenant's ownership of the Leased Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

Article III: Condition of Leased Premises

- 3.1 Condition of Leased Premises: Tenant acknowledges and accepts the Leased Premises in its present condition and acknowledges that the premises are in good order and repair. Landlord agrees to make the all necessary repairs to the Leased Premises and the Building, in which the Leased Premises is located. Tenant will promptly notify Landlord, in writing, of any repairs needed. If Landlord fails to make repairs required by this Lease after written notice has been given by the Tenant, rent abates from the date notice was given until the date the Leased Premises are returned to a tenantable condition.
- 3.2 Waste: Tenant covenants and agrees that it will not abuse the Leased Premises. Tenant further covenants and agrees to use, maintain and occupy the Leased Premises in a careful, safe, and proper manner and will not commit waste therein. Tenant will keep the Leased Premises and appurtenances including, adjoining areas in a clean, safe and sanitary condition. Tenant will not permit the Leased Premises to be used in any way that will injure its reputation, the Landlord's reputation, or permit the Leased Premises to be used in any way that may be a nuisance, annoyance, inconvenience or damage to other occupants of the Leased Premises and/or the community.
- 3.3 Alterations and Future Remodeling: Tenant will not make any alterations or additions in or to the Leased Premises, including but not limited to, paint, paper or otherwise redecorate the Leased Premises without prior written consent of Landlord. The Parties also acknowledge and agree that any future remodeling by Landlord of office space on the Leased Premises for better functionality will require an adaptable work environment. Tenant further agrees that there will be no reimbursement to the Chamber of Commerce for any inconvenience or interruption in operations as a result of any above-referenced remodeling.
- 3.4 Damage to Leased Premises: Unless otherwise stated in this Agreement, Tenant will be responsible for any damage caused by the Tenant or its employees, representatives or assigns, and Tenant will promptly report any damages caused to or discovered in the Leased Premises to Landlord. Landlord, upon discovery of damages to or in the Leased Premises, may make such repairs as are necessary to

restore the Leased Premises to its original condition, and Tenant will reimburse Landlord for the costs of said repairs.

- 3.5 Fixtures: Except for Tenant's personal property, fixtures installed or erected on the Leased Premises belong to Landlord and shall remain on and be surrendered with the Leased Premises at the expiration or termination of this Agreement.
- 3.6 Return of Leased Premises: At the end of the Lease Term, except for damages caused by fire or other perils, Tenant, at its expense, shall (i) surrender the Leased Premises in the same or similar condition as existed at the time the Leased Premises were accepted and possession taken by Tenant, subject to reasonable wear and tear resulting from uses permitted in this Agreement, and further subject to Tenant's obligations stated in this Article; (ii) have removed all of Tenant's property from the Leased Premises and dispose of all debris and rubbish in proper rubbish containers; (iii) have repaired any damage to the Leased Premises caused by the removal of Tenant's property; (iv) leave the Leased Premises, including all appurtenances, free of trash and debris and in a clean condition; (v) have paid all rent due and payable to Landlord; (vi) leave a forwarding address with the Landlord; and (vii) return all keys for the Leased Premises to Landlord.

Article IV: Waiver of Liability and Indemnification

- 4.1 Waiver of Liability and Subrogation: Unless otherwise stated in this Agreement, Landlord and Tenant agree to release each other, including Landlord's and Tenant's employees, agents, representatives, assigns and guests, from any and all liability arising from loss, damage or personal injury caused by fire or other casualty to the extent of recovery by the injured party under a policy of insurance that permit waiver of liability and waiver of an insurer's rights of subrogation in connection with the fitness, use, occupancy and/or enjoyment of the Leased Premises.
- 4.2 Indemnification: Landlord will not be liable for any damage or injury occurring on or about the Leased Premises to Tenant, its agents, representatives, assigns and/or guests, or any personal property that may be on the Leased Premises, except in the event of Landlord's intentional act failure to perform or negligent performance of a duty imposed by law. Tenant agrees at all times indemnify, defend and hold Landlord, its agents, employees, representatives and assigns harmless from all loss, liability, damages, fines, causes of action, lawsuits, judgments, claims of liability; claims of injury, expenses and costs, including but not limited to, court costs, interest on any judgment and attorney fees that may occur or be claimed arising out of any accident or other occurrence on the Leased Premises or in any common area, causing injury to any person or persons, or property, except in the event of Landlord's failure to perform or negligent performance of a duty imposed by law.

Article V: Default and Remedies

- 5.1 Default by Tenant: Tenant has breached this Agreement and will be considered in default if:

- a. Tenant fails to pay rent as called for in this Agreement;
- b. Tenant causes substantial damage to the Leased Premises;
- c. Tenant permits and/or causes a nuisance through its use and/or occupancy of the Leased Premises;
- d. Tenant carries on an unlawful business on and/or in the Leased Premises and/or through its use or occupancy of the Leased Premises;
- e. Tenants fails to comply with any term, provision, condition or covenant of this Agreement (other than to surrender possession upon proper notice);
- f. Tenant deserts, abandons or vacates the Leased Premises without proper notice;

5.2 Landlord's Remedies in the Event of Tenant's Default: If any of the events expressed in Section 5.1 occur, then Tenant shall be in default and Landlord may terminate this Agreement and regain possession of the Leased Premises in accordance with applicable law. Recovery of the Leased Premises will not relieve Tenant of any obligation under this Agreement.

5.3 Default by Landlord: Landlord has breached this Agreement and will be considered in default if: Landlord fails to comply with any term, provision, condition or covenant of this Agreement, including its covenant to maintain or repair the Leased Premises for the uses intended.

5.4 Default by Landlord: If any of the events expressed in Section 5.3 occur, then Landlord shall be in default and Tenant may terminate this Agreement and be relieved of any further obligations under the terms of this Lease.

Article VI: Miscellaneous Provisions:

6.1 Amendment to this Agreement: This Agreement may be amended or modified at any time only if all of the parties to this Agreement agree to such an amendment or modification in writing. Any such amendments or modifications must be attached to this Agreement.

6.2 Governing Law: This Agreement is subject to and governed by the laws of the State of Michigan without regard to conflict of law principles. Venue for any disputes under this Agreement shall lie in the County of Tuscola, State of Michigan.

6.3 Notices: Any notices which may be required under the terms and conditions of this Agreement must be sent to the parties to this Agreement by personal service or by first class or overnight mail, return receipt requested and postage pre-paid, at the address previously provided by each party.

- 6.4 Captions: The heading and caption of each of the stipulated articles and sections of this Agreement are inserted for convenience only and are not be considered in construing the terms of this Agreement.
- 6.5 Pronouns: Wherever in this Agreement, words, including pronouns, are used in the masculine, they must be read and construed in the feminine or neutral whenever they would so apply, and where in this Agreement, words, including pronouns, are used in singular or plural, they must be read and construed in the plural or singular, respectively, wherever they would apply.
- 6.6 Waiver and Severability: Landlord's failure to enforce any part of this Agreement shall not be deemed a waiver of that or any other part of this Agreement, nor will acceptance of partial payment of rent waive Landlord's right to collect the full rent amount. If any provision of this Agreement or its application, to any person or circumstance be deemed invalid or unenforceable for any reason, then the remainder of this Agreement and the application of any of its other provisions to other persons or circumstances will not be affected, and will be enforced to the greatest extent permitted by law.
- 6.7 Entire Agreement: The agreements, covenants and representations set forth in this Agreement contain all of the agreements and representations of the parties to this Agreement, and it is expressly provided that the parties to this Agreement shall not be liable for any claim that may subsequently be made alleging any verbal agreement by and between the parties to this Agreement.
- 6.8 Additional Documents: The Parties to this Agreement agree to cooperate fully and execute any and all supplementary documents and to take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 6.9 Fire or Destruction: If the Leased Premises or substantial portion thereof is destroyed by fire or other casualty making them untenable, either Landlord or Tenant can terminate this Agreement upon written notice, or Tenant can, upon written notice to Landlord, elect to continue to use the space with the rent abated in a manner that is proportionate to the space unable to be used by Tenant as a result of the fire or casualty.

TRUTH IN RENTING

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

**CASS CITY CHAMBER OF COMMERCE
PRESIDENT-MICHAEL RULE**

**VILLAGE OF CASS CITY
PRESIDENT- ROBERT PIASKOWSKI**

Date: _____

Date: _____



Moving Forward Working Together

TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Bid from Astec Asphalt Inc. for 2024 asphalt work

The Village contacted several asphalt/paving companies to get bids on milling and paving Sherman St. from Main to Church, and Church St from Sherman to Scotty McCullough Dr. The scope of the work was to do a full depth mill and a 3.5" overlay of 13a asphalt, compacted in two lifts to 55,300 square feet.

Bid opening was March 21, 2024, at 2:05PM.

The bids were:

Yaroch Asphalt LLC-	\$166,400.00
Hutch Paving-	\$180,885.51
Astec Asphalt, Inc	\$129,402.00
Ace-Saginaw Paving	\$167,006.00

We recommended the low bid by Astec Asphalt, Inc. to mill and pave Church and Sherman, Streets.

The village put \$240,000.00 into the budget for capital improvements for Church St. (202-463-800.) With this project coming in substantially under budget we could possibly look into other major street projects in 2024.

Motion: To approve the low bid by Astec Asphalt Inc. for the 2024 Church St. and Sherman St. asphalt work in the amount of \$129,402.00 plus a 10% contingency.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

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

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Church St. Option 1			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Yaroch Asphalt LLC	Owendale	\$166,400.00	
Hutch Paving	Warren	\$180,885.51	
Astec Asphalt, Inc.	Brown City	\$129,402.00	
Ace-Saginaw Paving	Saginaw	\$167,006.00	
Church St. Option 2			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Yaroch Asphalt LLC	Owendale	\$137,500.00	
Hutch Paving	Warren	\$158,185.41	
Astec Asphalt, Inc.	Brown City	\$111,848.00	
Ace-Saginaw Paving	Saginaw	\$148,830.00	
Huron St.			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Fahrner Asphalt Sealers	Saginaw	\$ 0.63 /sqft	only chip and fog seal, no micro surfacing



QUOTE

Date: March 21, 2024

Astec Asphalt, Inc.
 4270 Toman Road
 Brown City, MI 48416
 Phone: (810) 346-2092
 Fax: (989) 635-0668
 info@astecasphalt.com

TO:

Village of Cass City
 6506 Main St., PO Box 123
 Cass City, MI 48726
 Tel: (989) 872-2911
 Fax: (989) 872-4855

Family Owned & Operated Since 1991!

PROJECT: Asphalt Work 2024

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Option 1:		
55,300 Sq Ft	Mill out existing asphalt full depth and pave with 3.5 inches 13A asphalt placed and compacted in two lifts	\$2.34	\$129,402.00
	Option 2:		
45,100 Sq Ft	Mill out existing asphalt full depth and pave with 3.5 inches 13A asphalt placed and compacted in two lifts	\$2.48	\$111,848.00
		TOTAL	

Quotation prepared by: Todd Wendorf

To accept this quotation, sign here and return: _____ Date: _____



Moving Forward Working Together

SEEKING BIDS FOR ASPHALT WORK

The Village of Cass City is seeking bids for asphalt milling and paving to be completed before the close of the asphalt season for 2024. Two options for the same areas shall be proposed.

Option 1

The area to be milled and paved is approximately 55,300 square feet. This proposal shall include the cost for full depth mill and a 3.5" overlay of 13a asphalt placed and compacted in two lifts to the entire area. Bids should be priced by the total cost.



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**



SEEKING BIDS FOR ASPHALT WORK

Option 2

The area to be milled and paved is approximately 45,100 square feet. This proposal shall include the cost for full depth mill and a 3.5" overlay of 13a asphalt placed and compacted in two lifts to the entire area. Bids should be priced by the total cost.



If you should have any questions, please contact RJ Klaus at 989-872-2911 or at dpwcc@casscity.org. Bids should be priced by the square foot and total cost. Bids may be mailed or dropped off at Village of Cass City Municipal Building, 6506 Main St. P.O. BOX 123 Cass City, MI 48726 by 2:00 pm, March 21, 2024.

The bid opening will be held at the Municipal Building on Thursday, March 21, at 2:05 pm. The Village of Cass City reserves the right to accept or reject any or all bids.

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**



Moving Forward Working Together

SEEKING BIDS FOR CHIP AND SEAL PLUS MICRO-SURFACING

The Village of Cass City is seeking bids for chip and seal with micro-surface for Huron Street to be completed by July 31, 2024. The area to chip and seal with micro-surface overlay is approximately 36,400 square feet. This proposal should include the cost for chip and seal for the entire area, followed by micro-surfacing the entire area. Bids should be priced by the square foot and total cost.

If you should have any questions, please contact RJ Klaus at 989-872-2911 or at dpwcc@casscity.org. Bids may be mailed or dropped off at Village of Cass City Municipal Building, 6506 Main St. P.O. BOX 123 Cass City, MI 48726 by 2:00 pm, March 21, 2024.

The bid opening will be held at the Municipal Building on Thursday, March 21, at 2:05 pm. The Village of Cass City reserves the right to accept or reject any or all bids.



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**



Moving Forward Working Together

TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Bid from Fahrner Asphalt Sealers for 2024 asphalt work

The Village contacted asphalt paving and seal coat companies to get bids on doing a chip and seal with micro-surface coating on Huron St. from Seeger St. to Ale St., total of 36,400sqft. After our bid opening, we learned there are no companies in Michigan who provide micro-surfacing.

Bid opening was March 21, 2024, at 2:05PM.

The bids were chip and fog seal:

Fahrner Asphalt Sealers	\$0.63/sq ft	\$22,932.00
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We recommended the bid by Fahrner Asphalt Sealers to perform our 2024 Huron St. chip and seal followed with fog to adhere material to the road.

The village put \$65,000.00 into the budget for capital improvements for Huron St. (203-463-800.) With this project coming in substantially under budget we could possibly look into other local street projects in 2024.

Motion: To approve the sole bid by Fahrner Asphalt Sealers for the 2024 Huron St. chip and seal with fog in the amount of \$22,932.00 plus a 10% contingency.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

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

PROPOSAL/CONTRACT

Job. No. Tuscola /

Date: March 18, 2024



Pavement Maintenance Contractors
EEO/AA Employer

◇ Plover, WI 54467 • 2800 Mecca Drive
1.800.332.3360 • 715.341.2868 • Fax: 715.341.1054

◇ Kaukauna, WI 54130 • 860 Eastline Road
1.800.261.1900 • 920.759.1008 • Fax: 920.759.1019

◇ Eau Claire, WI 54703 • 6615 US Hwy 12 W
1.800.497.4907 • 715.874.6070 • Fax: 715.874.6717

◇ Oakdale, MN 55128 • 7500 Hudson Blvd, Ste 305
651.340.6212 • Fax: 651.340.6221

316 Raemisch Road • Waunakee, WI 53597
Fax: 608.849.6470 • 608.849.6466 • 1.800.898.2102

7680 Commerce Park, Section C • Dubuque, IA 52003
Fax: 563.588.1240 • 563.556.6231

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
Fax: 989.752.9205 • 989.752.9200

Contact Name:	Rj Klaus	Cash Price	\$	see below
PURCHASER:	Cass City	TELEPHONE:		
ADDRESS:	6506 Main St Po Box 123 Cass City, MI 48726	DESCRIPTION OF PROPERTY:		Chip seal and Fog Seal

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Unfortunately we would not be able to provide the micro surfacing.
Included is a price for single chip seal with fog seal.
\$0.63/sqft

- This proposal may be withdrawn if not accepted and received by CONTRACTOR within _____ days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.
2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$ _____ and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC
Troy D. Carls

(PRINT OR TYPE NAME)
By: TDC

(CONTRACTOR REPRESENTATIVE)
Date: 3/18/24

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

(PRINT OR TYPE NAME)
By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)
Date of acceptance: _____

Church St. Option 1			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Yaroch Asphalt LLC	Owendale	\$166,400.00	
Hutch Paving	Warren	\$180,885.51	
Astec Asphalt, Inc.	Brown City	\$129,402.00	
Ace-Saginaw Paving	Saginaw	\$167,006.00	
Church St. Option 2			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Yaroch Asphalt LLC	Owendale	\$137,500.00	
Hutch Paving	Warren	\$158,185.41	
Astec Asphalt, Inc.	Brown City	\$111,848.00	
Ace-Saginaw Paving	Saginaw	\$148,830.00	
Huron St.			
Bid Opening 3/21/24, 2:05 p.m.			
NAME	CITY	AMOUNT	COMMENTS
Fahrner Asphalt Sealers	Saginaw	\$ 0.63 /sqft	only chip and fog seal, no micro surfacing



Moving Forward Working Together

TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Agreement with SAFEbuilt Michigan, LLC

The Village seeks to contract with SAFEbuilt as our building codes consultant for additional services that are not covered by their contract with Tuscola County. The Village has several dangerous buildings which require inspections to inform the owner what needs to be done to repair and make their building habitable. Specifically, we have a fire blighted house that is pending an inspection before we can proceed with a consent judgment through the court. These additional code enforcement services will be charged at \$85 per hour with a one (1) hour minimum.

I am recommending approval of the Professional Services Agreement with SAFEbuilt for code enforcement services.

MOTION: Approve Professional Services Agreement with SAFEbuilt Michigan, LLC for Code Enforcement Services, as needed, at a rate of \$85 per hour.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN VILLAGE OF CASS CITY, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Village of Cass City, Michigan (“Municipality”) and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Debbie Powell, Village Manager
Village of Cass City, Michigan
6506 Main Street, PO Box 123
Cass City, MI 48726
Email: ccmanager@casscity.org

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Michigan, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Michigan, LLC

Village of Cass City, Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Code Enforcement Services

- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested
- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	STANDARD HOURLY RATE*
Code Enforcement Services	\$85.00 per hour – one (1) hour minimum
Hourly inspection time tracked includes roundtrip travel time between Consultant's location and Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Administrative Policy for Worker's Compensation Benefits

The Village of Cass City does not have an administrative policy for Worker's Compensation Benefits. The Personnel and Public Safety Committee have discussed the policy at both their February 14, and March 18, 2024 meetings. The policy template was provided by the Village Attorney. Modifications were made by staff and members of the Committee, and is recommended for approval.

MOTION: Approve Administrative Policy for Worker's Compensation Benefits.

Village of Cass City
Worker's Compensation Benefits
Administrative Policy

Workers' Compensation Benefits are provided for Village employees in accordance with the Michigan Workers Compensation Act. Through this Act, protection is available against loss of income, as well as hospital and medical expenses resulting from job-related injuries or illnesses.

All costs for this coverage are paid 100% by the Village of Cass City.

Policy:

(1) Individuals who experience injuries, illnesses, or exposures that arise out of or in the course of their employment must immediately report the incident to their supervisor for the supervisor to complete an Accident Report. If emergency care is needed, the report should be filled out by the supervisor after the incident as soon as possible.

(2) Individuals with a work-related injury requiring medical attention will be sent or taken to the designated occupational healthcare provider for treatment at no cost to the employee. Services not authorized by the Village of Cass City will be at the expense of the employee unless approval is received in advance from the Village Manager or their designee. Employees going to the emergency room or their own private physician, without approval from the Village Manager or their designee will do so at their own expense.

(3) If the injury requires an employee to be off work, accrued paid time off can be used in accordance with those applicable policies to cover the seven (7) day waiting period before receiving wages through Workers' Compensation. If an employee has no accrued paid time off, the time off will be unpaid.

(4) The employer is responsible to pay for their benefit package for the employee if they are off work due to the workers' compensation injury for six months from date of last day worked. After six months, all employer paid insurance benefits cease, with the exception of worker's compensation premiums paid by the Village.

One additional month may be granted at the discretion of the Village Manager. The employee has the option of maintaining their medical, dental, and/or vision insurance coverage through COBRA's outside provider.

(5) The employer will not contribute to the employee's retirement account for the duration of time the employee is off from work.

(6) The employee may carry over 80 hours of PTO time. PTO time is calculated on hours worked in the previous year, prorated, and credited to the employee's PTO balance when they return to work. The annual PTO allowance is not credited to the employee on January 1st while on worker's compensation.

Village of Cass City
Worker's Compensation Benefits
Administrative Policy

(7) The employee must have an approved return-to-work medical clearance from their medical provider. It is the right of the Village of Cass City to request a second opinion to determine when and if the employee can return to work. Employees returning from a Workers' Compensation absence must be able to perform the essential requirements of the job to which they are returning. Occupational testing may be required.

(8) Employees who have been on worker's comp and inactive for a period of 18 months, and are unable to return to work, will be terminated.



TO: Village President and Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
SUBJECT: Approve Administrative Policy for Unpaid Leave of Absence

The Village of Cass City does not have an administrative policy for Unpaid Leave of Absence. The Personnel and Public Safety Committee have discussed the policy at both their February 14, and March 18, 2024, meetings. The Village Attorney provided the policy template. Modifications were made by staff and members of the Committee and is recommended for approval.

MOTION: Approve Administrative Policy for Unpaid Leave of Absence.

Village of Cass City
Unpaid Leave of Absence
Administrative Policy

It is the policy of the Village of Cass City to offer employees extended unpaid leaves of absence to fulfill personal obligations.

Policy:

- (1) Employees are eligible for leaves of absence if they have completed at least one year of service (or a lesser amount if specified by law). As soon as eligible employees become aware of the need for a leave of absence they should request a leave from the Village Manager.

(a) Personal Leave of Absence: Personal leave may be granted for a period of up to 60 working days. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 120 total working days.

With Village Manager or their designee approval, an employee will use all available accrued paid time off and as part of the approved period of leave.

(b) Military Leave of Absence: The Village of Cass City will abide by all provisions of the Military Selective Service Act providing for military leave of absence and employee reinstatement rights.

- (2) Requests for leave will be evaluated based on a number of factors, including, but not limited to, anticipated workload requirements and staffing considerations during the proposed period of absence, and is subject to the approval of the Village Manager.

- (3) Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the Village of Cass City until the end of the month in which the approved personal leave begins or if other arrangements are approved by the Village Manager or their designee. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from leave, benefits will again be provided by the Village of Cass City according to the applicable plans. Employees will be expected to pay for health insurance premiums through COBRA if they are on an extended leave of more than thirty (30) consecutive days.

- (4) Benefit accruals, such as paid time off or holiday time, will be suspended during an uninterrupted leave and will resume upon return to active employment. In the case of an intermittent leave, benefits such as paid time off or holiday time will continue to be granted.

- (5) The employer will not contribute to the employee's retirement account for the duration of time the employee is on unpaid leave of absence.

Village of Cass City
Unpaid Leave of Absence
Administrative Policy

- (6) While an employee is on any leave, the employee is prohibited from working for another employer or at their own business.
- (7) The employee must keep Village informed of any change in address, phone number and/or personal contact information.
- (8) When a personal leave ends, there is no guarantee the employee will return to the previous position. However, a reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. The Village of Cass City cannot guarantee reinstatement. If an employee fails to report to work promptly at the expiration of the approved leave period, the Village of Cass City will consider the employee to have resigned.

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

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

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

ABSENT: Jon Ligrow, Cass City Chamber Administrator

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

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

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

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

No comments during Citizen Comments.

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

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

Chamber of Commerce Report: No report.

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

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

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

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

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

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

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

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

Respectfully Submitted,

Linda W. Miller

Administrative Assistant

Cass City Economic Development Corporation (EDC)
Minutes
February 13, 2024

The Meeting was brought to order at 2:32 pm by Chair Weiler

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

ABSENT: Jon Ligrow, Cass City Chamber Administrator

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

Received the letter of Resignation from Geraldine Prieskorn for the file.

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

No comments during Citizen Comments.

Motion to approve the January 31, 2024, Financial Report was made by Peters and supported by Brown. Motion carried.

Tuscola County EDC Report: No report.

Reimbursement for electrical power installation in Industrial Park: Manager Powell discussed the request for reimbursement for electrical power installation with the Village Attorney. The Village Attorney said this is an enforceable document and recommends this payment to Tracey Moore as presented.

Motion to amend the budget to move \$5000 from the fund balance to contracted services by Peters supported by Brown. Motion carried.

Motion to pay \$5000 to Tracey Moore for reimbursement of electrical power installation by Erla supported by Peters. Motion carried.

Motion to adjourn the meeting by Anthony, supported by Erla. Motion carried.

Meeting was adjourned at 2:38 pm.

Respectfully submitted,

Linda W. Miller
Administrative Assistant

Cass City Planning Commission Meeting
Minutes of February 21, 2024

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

Village Staff Present: Village Manager Debbie Powell, Nanette Walsh, Clerk/Treasurer

Excused: Colleen Langenburg, Erik Tamlyn

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

Motion by Oslund, supported by Barnes, to approve the minutes of the January 17, 2024 Meeting. Motion carried.

There were no comments during Citizens Comments.

The Ad Hoc Committee reported on their proposed amendments to proposed Ordinance# 200, Permitted Uses for first floor residential use in Community Business Districts. Discussion involved front and rear egress, rear trash and storage for residential use, office/business frontage, and separate, non-public entrance in the front of the building.

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

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

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

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

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

The Ad Hoc Committee presented proposed ordinance language on Storage Containers, Pods and Roll-Off Containers, to be drafted into proposed Ordinance# 201, for review at the next Ad Hoc committee meeting on March 20, 2024.

Discussion regarding "Building Compatible" Residential Homes (Pods/Tiny Houses) was introduced. Concerns voiced were building square footage, foundation types, walls and footings, dimensions of residential buildings, and zoning requirements.

The next scheduled Planning Commission Meeting shall be Wednesday, March 20, 2024, at 7:00 pm.

Motion to adjourn the meeting at 7:19 pm was made by Oslund and supported by Rabideau. Motion Carried.

Respectfully submitted,

Nanette Walsh
Village Clerk/Treasurer

Cass City Yearly Planning Commission Meetings Report 2023

Introduction

A yearly Cass City Planning Commission report is to be prepared and presented to the Village Council. This report is called for by the Michigan Planning Enabling Act.

The template for this document was recommended to the Planning Commission by the Redevelopment Ready Communities Certification Program of the Michigan Economic Development Corporation (MEDC).

Cass City Planning Commission Members, December 2023

Joe Leeson, Board Chairman

Robert Piaskowski, Ex Officio, Village President

Gary Barnes

Barbara Kirn

Colleen Langenburg

Eric Oslund

Dallas Rabideau

Heather Severance

Erik Tamlyn

Village Staff

Debbie Powell, Village Manager

Nanette Walsh, Village Clerk/Treasurer

2023 Cass City Planning Commission Meetings Summary

January 18, 2023

Manager Powell noted that the Michigan Economic Development Corporation (MEDC) referred the City of Lapeer as a sample community that is working on a Downtown Back of Building Housing Ordinance. A recommendation was made to revisit this ordinance as more information becomes available.

Update on Planned Projects for Cass City in 2023

1. Hills and Dales Hospital

Andy Daniels, President and CEO, gave a presentation of the proposed addition to the hospital for the MRI relocation from the Van Dyke Road/M-53 facility to Hills and Dales Hospital, and relocation of the hospital's ambulance bay. He presented the proposed site plan of these additions. Leeson voiced concerns of potential exterior light pollution to the neighborhood and the slope of the ingress/egress of ambulance bay lanes. Powell will send the stamped plans to Spicer Engineering, Saginaw, MI, on behalf of the Planning Commission, for site review and comments. Daniels requested that this review be expedited.

2. Cass City Public Schools

Powell reported that the Cass City Public Schools will do a parking lot upgrade at the Elementary School this summer to refigure traffic flow. No site plans are available at this time, but there are concerns for storm water drainage in the parking lot and the ingress and egress on Ale Street, and capability of the nearby retention pond.

3. Family Dollar Store

Powell met with Engineers planning for the demolition of the former Dollar General Building, and the construction of a new building to house both a Dollar Tree and Family Dollar store. They are requesting a demolition permit from Tuscola County. The board voiced concerns on the vacant storefront that Family Dollar would leave after this relocation across the street.

Manager Powell gave a presentation on Match on Main Street grant opportunities for business in the downtown to apply for a \$25,000 grant, with a \$2,500 applicant match to enhance, improve or expand their business. Applications are due February 10, 2023 to the Village of Cass City, with one application to be forwarded to MEDC for potential funding. Funding cycles are each spring and fall.

Village President Dan Delamarter spoke on the electrical supply problem in Cass City, and the Thumb of Michigan. Tuscola County Board of Commissioners have been requested to advocate to seek relief for this issue, as well as future meetings with local legislators. Current grid levels are creating an unreliable source of electricity for Cass City Industrial businesses, causing very expensive equipment damage during power brown-outs. Without secure power and increased capacity, Cass City is limited in industrial growth. Delamarter cited that this problem is not going away, and local officials “intend to stay on it” until an acceptable solution is created.

February 15, 2023

Jennifer Gray had been reappointed Chairperson of the Planning Commission.

Joe Leeson had been reappointed Vice Chairman of the Planning Commission.

Nanette Walsh had been reappointed Secretary of the Planning Commission.

The Site Plan for the Family Dollar/Dollar General Store was approved.

The Site Plan for Hills and Dales General Hospital, with updates to limit light pollution in adjacent neighborhoods and cite nonconformity to industry standards of slope and grade was approved.

March 15, 2023

The meeting was cancelled due to lack of agenda items.

April 19, 2023

Jim Hempton, 8163 Hadley Road, representing the Cass City Gavel Club, explained a proposed project to upgrade the Cass City Football Field. He presented the proposed upgrades to the Stadium and seating, new ticket booth relocation, resurfaced and expanded parking lot, new visitors building and visitor ticketing area. Brent Ross, 4789 Hospital, Cass City Schools Athletic Director, expanded on the proposed timeline and quotes for expanding the parking lot.

Manager Powell explained that the property is owned by the Village of Cass City, and it leased to the Cass City Public Schools. She had concerns about the proposed expansion of the parking lot to take away green space area close to the municipal basketball courts. Chairman Gray was concerned on narrow lanes in the parking lot, and traffic flow. Board member Tamlyn commented that a minimum of 20’ was necessary for lanes. Powell comments on the aggressive timeline of the projected.

The Site Plan for the proposed plan to upgrade the Cass City Football Field with the condition to return to the Planning Commission for the parking lot project, and recommend to the Cass City Village Council was approved.

The site plans for the proposed locations of the Cass City Bark Park: 1) the northeast corner of the municipal park, including a partial section of the woods, 2) North of the Sledding Hill in the Municipal Park, 3) North of the Cass City Water Tower were presented for review. Parking options were explained for the locations.

The Site Plan for Proposed Plan A the Cass City Bark Park at the northeast corner of the municipal park, including a partial section of the woods, by the softball diamonds was approved and recommended to the Cass City Village Council for approval

Manager Powell updated the board on recently placed banners on 6544 Main Events. Per Zoning Ordinance Section 46.5.11.C.13, "Banners shall not exceed ten percents of the total square foot are of a building façade." In response to a question on the wooden target in front of the building, Powell explained that the encroachment permit expired in January 2023, and awaiting the business's intention for the wooden target henceforth.

May 17, 2023

Matthew and Christine Anthony requested to begin the necessary procedures to place a drive thru behind the 6544 Main Events building, in the adjacent south alley. Plans are to move Petal and Bean from its current location to the back of 6544 Main Events. Discussion included the scope of the project, façade improvements, parking for waiting orders, zoning, effect on adjacent buildings/businesses.

The Planning Commission described the steps needed to proceed, an engineer's rendering of the project and scope, Request to Rezone to B-2, to allow for a drive thru, set up public hearing, conduct public hearing and send recommendation for rezoning to the Village Council, Request for a Special Land Use. The Village, with the assistance of the Village Attorney, will recommend the procedures and timelines. A recommendation was made for the Anthonys to promptly return with the engineer's renderings to the Planning Commission before any action can begin.

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June 21, 2023

Concerns were voiced on the duration of Rental Boxes during a construction/renovation period. Discussion evolved on the lack of contractors in the area, the slow supply chain for materials and the completion dates for projects getting routinely extended. By consensus, it was advised to leave the Rental Box concerns alone, and take "baby steps" on the issue in the future, if needed.

Manager Powell gave a brief overview of a City of Lapeer ordinance for housing on First Floor building in the downtown area, with 25% of the total first floor square footage allowed for housing/rental units.

A consensus was to allow First Floor Housing, but not allow swing sets, BBQ Grills, or accessory items on the sidewalks or alleys. A request was made to draft a proposed ordinance, Section 46.3.1.2, First Floor Housing in Business District, with a maximum of 50% of total square footage, with a minimum habitual square footage per apartment to be decided upon at a later date.

Manager Powell informed the Commission that a developer has shown interest in a high density townhouse project near the Northwood Condominiums. Early indications are the proposed site plan is undecided on the outlay of the building, with one design being a higher density than the alternate plan. Powell would like to contract a professional planner to do a formal review of the site plan, and advise the Planning Commission after a Planning Review, a Density Review and a Storm Water Review. More information should be expected in the future.

Manager Powell gave an update on the Smalltown and Rural Development Conference recently attended. In Michigan, there is a deficit of 190,000 housing units, primarily for single occupancy units, even as the population in Michigan declines. The cost of new construction has risen sharply in recent years, and continues to be out of reach for many potential homeowners. Incentives for affordable housing are being discussed and programs to address housing are being aggressively developed by MSHDA (Michigan State Housing Development Authority).

Another primary issue facing Michigianians is the lack of available, affordable childcare. Childcare deserts are identified where waiting lists are long, even for children not yet born. Employers cite lack of childcare results in the ability to staff 1st and 2nd shift workforces. Powell is exploring two sites in Cass City, that would entice an entrepreneur to open a daycare business.

July 19, 2023

Public Hearings were held for the proposed Rezoning of 6743 E. Main Street to B-2, General Business. A standing room only crowd voiced their concerns during the hour long hearing.

Due to his appointment to the Village Council, Jeffrey Benkelman submitted a Letter of Resignation from the Planning Commission.

The Planning Commission approved to recommend to the Village Council the Rezoning of 6743 E. Main Street to B-2, General Business.

August 17, 2023

Great Lakes Taco, LLC presented the site plan for development of a new Taco Bell to be located on East Main Street, commenting on Signage, Fencing, Lighting, Landscaping and setbacks. A traffic bypass parallel to the drive-thru lane was removed to allow for voluntary setbacks on the west property line to accommodate requests from the property owners.

The Planning Commission approved the **proposed** Taco Bell Site Plan pending Zoning Review by Zoning Administrator of Parking Lot Lighting, County Plan for Storm Water Detention, and a Traffic Impact Study required by MDOT (Michigan Department of Transportation).

August 22, 2023

A Special Meeting was held to conduct a Public Hearing to consider a request to Rezone of 6734 Church Street to RA-1, Residential.

The Planning Commission approved to recommend to the Village Council the Rezoning of 6734 Church Street to RA-1, Residential.

September 20, 2023

Jennifer Gray resigned from the Planning Commission, and as Chairperson of the Planning Commission.

Joe Leeson had been appointed Chairman of the Planning Commission.

Erik Tamlyn had been appointed Vice Chairman of the Planning Commission.

Barbara Kim and Eric Oslund were recommended to the Village Council to be appointed to the Cass City Planning Commission.

October 19, 2023

By consensus, the Regular October 2023 Meeting of the Planning Commission was replaced by a training session on October 25, 2023, from 6:00 – 8:00 pm, held at the Hills and Dales Corporate Office, 6669 Main Street, “Getting the Development You Want.”

November 16, 2023

Public Hearings were held for the proposed Rezoning of 6757 E. Main Street to B-2, General Business.

Chairperson Leeson asked for volunteers to form an Ad.Hoc Sub-Committee to review Ordinance #164 regarding First Floor Residential in Downtown and an Ordinance regarding Storage Containers. Oslund and Piaskowski will join Leeson on this Sub-Committee.

Roderick Whelan resigned from the Planning Commission.

The Planning Commission approved to recommend to the Village Council the Rezoning of 6757 E. Main Street to B-2, General Business.

Dallas Rabideau was recommended to the Village Council to be appointed to the Cass City Planning Commission.

December 20, 2023

The Planning Commission meeting was cancelled due to the holiday schedule. The next meeting is scheduled for January 17, 2024.

Note:

Throughout this summary, the Zoning Ordinances are referenced. To access the adopted Clearzoning Ordinance in full, go to:

<https://casscity.org/images/Ordinances/CassCity2021-02-15.pdf>



TO: Village Council
FROM: Debbie Powell, Village Manager
DATE: March 25, 2024
RE: March 2024 Manager's Report

It is Friday afternoon as I prepare my Manager's Report, and I am happy to say that I had a delicious lunch at Taco Bell today. The opening of our newest restaurant in Cass City happened on Wednesday. I encourage the community to support this new business and all the local businesses in the Village.

Tuscola County EDC/MSU Ext. New Hire for Executive Director

The search for a new Executive Director for Tuscola County EDC is moving forward. I am happy to report that we have a qualified applicant pool. The Tuscola County EDC Chair and Vice Chair are part of the MSU Ext. selection committee. As Chair, I will be participating in the first round of interviews via Zoom. The finalist candidates will be interviewed in April at the Caro MSU Ext offices. The target date for the new Executive Director to start is before Memorial Day.

Tuscola County EDC officials met with EGLE representatives concerning the former Nestle Plant and the environmental work that has been completed so far with the Brownfield grant funds. They were very happy with the progress. The Brownfield grant was \$600,000. EGLE shared with us that there may be additional funds for remediation available. This is very positive and great news. Tuscola County EDC may be able to apply for more grant money for the remediation and repurposing use of the building. I will share more information as it becomes available.

Cass City Cultural Center

The Tuscola County EDC and Tuscola County Land Bank prepared a Stabilization Grant application for the Cultural Center to make repairs to the exterior masonry, roof, and entrances, and remediate hazardous materials inside the building. The Stabilization Grant is due to be submitted to the State next week to meet the deadline. The Tuscola County Land

Cass City Cultural Center (Continued)

Bank has been meeting regularly concerning this Cass City Project and is willing to work with Cass City to obtain the grant as soon as they are assured of being reimbursed for the project costs.

Included in your packet is a memo with a motion, authored by the attorney for the Tuscola County Land Bank, concerning the assurance of funding for the in-kind grant match and any cost overruns. The Cass City Cultural Center Stabilization Proposal and the budget have been provided to you in a separate email and is also available for viewing at the Municipal Building.

POLC Negotiations

The negotiations with the Police Officers Labor Council are progressing and we may be close to finalizing a contract. Once the bargaining committee completes the collective bargaining agreement (CBA), it must be approved by the union membership. After the union membership approves it, then I would bring it to the Village Council. There is the potential that the CBA could appear on the April 29, 2024 Village Council agenda for your consideration.

Reminder: Friday, March 29, 2024 is Good Friday and a recognized Village holiday for staff. Offices will be closed and reopen on Monday, April 1, 2024. I would like to take this opportunity to wish you and your family a very Happy Easter!



Moving Forward Working Together

Office of the Clerk/Treasurer
March 2024

2024 Elections

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

The forms are now available at the Cass City Municipal Building, Elkland Township Clerk or County Clerk's Office. Deadline for **placing a candidate's name on the November 2024 ballot** is Tuesday, July 23, 2024, 4:00 pm to the Elkland Township Clerk or the Tuscola County Clerk.

Investments and Cash Flow

During March 2024, several Village of Cass City Certificates of Deposits (CDs) reached their maturity, and the Budget and Finance Committee and staff addressed its cash flow needs, and future investments. Current cash flows, as in prior years, strongly utilize cash savings to fund the new capital projects. This is as expected and planned for. April 2024 will see semi-annual bond payments to First Merchant Bank and USDA/Rural Development. This is as expected and planned for.

Audit:

The Financial Audit Field Work is scheduled for April 21-25, 2024, to be conducted by Anderson, Tuckey, Bernhardt and Doran, LLC. This week provided the opportunity for significant pre-audit work, and fixed assets review. The Cass City Financial Report is expected to be delivered at the June 24, 2024 Village Council meeting.

2024 Village Taxes:

With the 2024 Assessing Roll completed and certified, and the Board of Review completed, the township assessor will deliver the completed assessment roll to the Tuscola County Equalization Director by April 3, 2024. By mid-April, taxable values will be available as a base to set the 2024 Village of Cass City Millage Rates and forecast the potential 2024 Tax Receivable. This is a great opportunity to see economic growth in the past year, as parcels are converted from tax-exempt properties to business properties, new construction, and business growth.

Nanette Walsh, Clerk/Treasurer



Moving Forward, Working Together

COMMUNITY DEVELOPMENT SUMMARY MARCH 2024

- Continued work w/ “*Optimize Main Street*” grant winners-Cass Theatre & Gilligan’s
- Distributed RFP for Marketing/Branding to 6 agencies (due by 3.28)
- Met with new Huron County EDC Director, Huron County Community Foundation Director to discuss Thumb Area Childcare Coalition, attracting new members, etc.
- Continued participation in community economic engagement through various monthly meetings; DDA/EDC, L.E.A.D. Tuscola (steering committee representative at their class on 2.15), Cass City Chamber, Freedom Festival.
- New agreement forthcoming with Chamber regarding office space lease
- Continued retention and engagement visits with local businesses.
- Participated in webinar on “*Safe Routes to School*” grant and attended meeting with school officials on 3.13. and discussed that we will assist them in writing for a grant during the October cycle. Melanie will assist in developing a community team for this project.
- Pinney Foundation-grant request will go out for adding lighted snowflakes for downtown.

PARKS & RECREATION SUMMARY MARCH 2024

- Grants written and delivered to TCCF & FYI for new robotic pool vacuum.
- Developed Day Camp 2024 Handbook (consolidation of forms, etc.), launched on website and social media.
- Start working on Swim Lessons Handbook draft.
- Reviewed, contacted former seasonal staff, and promoted local Lifeguard certification classes for new guards.
- Coordinating in-services and training for lifeguards through CPR Aquatics in Caro.
- Continued supervision of staff on Winter projects as outlined; outlined Spring projects for when Parks Supervisor returns on 4.1.
- Met with representatives from Tuscola ISD to discuss potential *Fitness Court* grant for the park. Discussion will continue next month to explore this opportunity.
- Participated in webinar on DNR grants; discussed with P&R committee and will explore this fall for potential 2025 items already identified in the CIP.
- Conducted monthly P&R meeting on 3.12.24.

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

VILLAGE OF CASS CITY
DEPARTMENT OF UTILITIES
VILLAGE COUNCIL SUMMARY REPORT
MARCH 2024

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

WASTEWATER TREATMENT PLANT

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

Additional items that were completed:

- All three lift stations have been checked for routine maintenance.
- We have completed our monthly Selenium, chloride, and sulfate testing, and the data has been sent to the state.
- The crew has continued to do general/routine maintenance around the plant.
- East RBC train is in full service, this will be in until onsite construction begins. At that point we will need to put the west train in service.
- Lab continuing water testing.
- Working with engineers on plant design.
- Licensing announcements:
 - Brad Pohlod and Bill Claerhout passed their Industrial Stormwater testing, it is a required license through the NPDES permit.

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

The average flows treated were: 266,000 gals/day for February 2024
 228,000 gals/day for February 2023

DEPARTMENT OF UTILITIES

VILLAGE COUNCIL SUMMARY REPORT PAGE 2

DEPARTMENT OF PUBLIC WORKS

WATER DEPARTMENT

- **The Bacti samples and Arsenic samples were completed, and Water Reports filed as required by the MDEQ.**
- Al checked on high water bills
- Al/Kevin did miss digs for the month.
- Kevin replaced meters/transmitters that were not functioning properly
- Continuing to work on LCR inventories.
- **The month of February 2024: The wells pumped 7.887 million gallons of water**
- **The average daily pumpage for February 2024: 272,000 gallons**
- **The average daily pumpage for February 2023: 300,000 gallons**

PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- Plowing and salting of streets
- Swept all streets during warmup
- Patched streets around town
- Hung spring-time banners on Main Street

Submitted by,

RJ Klaus

Director of Public Utilities

Cass City Police Department

6506 Main Street
P.O. Box 123
Cass City, Michigan 48726-0123
Phone: (989) 872-2911
Fax: (989) 872-4855
email: ccpdfreeman@casscity.org

March 22, 2024

Police Activity Report for March 2024

Calls for service in March 2024 (135 *complaints*) have *decreased* from February (153 *complaints*). It should be noted that the *monthly comparison* is 29 days to 21 days.

Calls for service have increased in 2024 (434 *complaints*) from the same reporting period in 2023 (371 *complaints*).

Comparing the same reporting period in 2024 to 2023

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

Code/Ordinance Enforcement

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

- 14 properties with *Blight/Rubbish* violations.

- 24 *Vacant Properties*. We are continually updating and registering properties.
- 12 *Animal Complaints*.
- 0 *Golf Carts/ORV/ATV* traffic stops for non-compliance of ordinance.
- 32 *Inoperable Vehicle Ordinance* violations.
- 2 *Recreational Vehicle Storage* violations.
- 0 properties in violation of the *Grass/Weed Ordinance*.

Meetings

- Chief Freeman & Sgt Pierce – Village Council
- Chief Freeman & Sgt Pierce – Personnel & Public Safety
- Chief Freeman & Sgt Pierce – POLC Negotiations
- Sgt Pierce – Child Advocacy Center of Tuscola County Board
- Sgt Pierce – LEAD Tuscola
- Sgt Pierce – Midwestern Gang Investigators Association

Training

Officer Wagner – Firearms Instructor Recertification

Public Relations

Officer Phillips attended/judged Medilodge's First Annual Sloppy Joe Cookoff

SRO Spangler provided a police escort for the Cass City High School Wrestling Team

Significant Events

Domestic Violence w/ Assaulting a Police Officer

Felony Arrest w/ Carry Concealed Handgun

OWI w/ Flee & Eluding

Child Sexual Abuse Material

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
MARCH	FEBRUARY	
03/01/2024-03/21/2024	02/01/2024-02/29/2024	

Offense	Description	MARCH	FEBRUARY
13001	NONAGGRAVATED ASSAULT	1	1
13003	INTIMIDATION/STALKING	1	3
23007	LARCENY - OTHER	1	1
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1
29000	DAMAGE TO PROPERTY	2	0
30002	RETAIL FRAUD - THEFT	0	1
36004	SEX OFFENCE - OTHER	0	1
38003	OTHER FAMILY OFFENSE	2	1
50000	OBSTRUCTING JUSTICE	2	3
53001	DISORDERLY CONDUCT	1	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	2	2
54003	TRAFFIC OFFENSE	3	6
55000	HEALTH AND SAFETY	0	4
57001	TRESPASS	0	1
73000	MISCELLANEOUS CRIMINAL OFFENCE	0	1
91001	DELINQUENT MINORS	1	0
92004	INSANITY	1	0
93001	TRAFFIC CRASH	1	2
93003	TRAFFIC VIOLATION - CIVIL	11	9
93004	PARKING	7	24
93006	TRAFFIC POLICING	7	6
93007	TRAFFIC SAFETY	1	0
93008	BREATHALYZER INSPECTION	1	1
94002	FALSE ALARM ACTIVATION	2	1
98002	INVESTIGATION - VEHICLE	1	0
98003	PROPERTY INSPECTION	0	1
98004	OTHER INSPECTION	3	9
98006	CIVIL MATTER	2	4
98007	SUSPICIOUS SITUATION	7	9
98008	FOUND/LOST PROPERTY	2	4
99001	SUICIDE OR ATTEMPT	2	1
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	9	8
99009	GENERAL NON-CRIMINAL	0	1
99010	VILLAGE ORDINANCE VIOLATION	1	1
99010A	ANIMALS	2	3
99010B	BLIGHT	1	1
99010H	RECREATIONAL VEHICLE STORAGE	1	1
99010J	INOPERABLE VEHICLE	7	7
99010L	LOITERING	1	0
99010N	UNNECESSARY NOISE	1	0
99010R	RUBBISH/GARBAGE IN YARD	3	0
99010V	VACANT PROPERTY	0	24
99010W	WASTE COLLECTION	3	0
99010X	SIGNS	35	0
99010Z	ZONING	1	0
99011	CURFEW VIOLATION	0	1

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
MARCH	FEBRUARY	
03/01/2024-03/21/2024	02/01/2024-02/29/2024	

Offense	Description	MARCH	FEBRUARY
99013	ASSIST TO ANOTHER POLICE AGENCY	5	7
99911	911 HANGUP CALL	0	1
Totals:		135	153

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	03/22/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-0 -- VILLAGE ORDINANCE VIOLATION</i>					Count: 2
24-000282	02/27/2024	Illegal Burning - 4644 Oak St (J Bouck/A Grant)		PHILLIPS, KEVIN	Closed
24-000317	03/04/2024	Door to Door Solicitation - 4080 W Nicholas Dr (S Whipple)		FREEMAN, JAMES	Exceptional Clearance
<i>9901-0A -- ANIMALS</i>					Count: 12
24-000027	01/03/2024	Harboring Chickens - 4601 Huron St (S Anderson)		PHILLIPS, KEVIN	Open
24-000028	01/03/2024	Harboring Rabbits - 4545 Downing St (B Brown)		PHILLIPS, KEVIN	Open
24-000029	01/03/2024	Harboring Livestock - 6766 Third St (J Gaeth)		PHILLIPS, KEVIN	In Person Contact
24-000036	01/04/2024	Animal Complaint - 6177 Lakeside Dr (K Wells)		PIERCE, RYAN	Turned Over Animal Control
24-000058	01/09/2024	Dog @ Large - 4567 Seeger St (M Nelson)		FREEMAN, JAMES	Closed
24-000106	01/20/2024	Dog @ Large - 6601 Church St (D Clapsaddle)		SPANGLER, BRADLEY	Closed
24-000139	01/29/2024	Dog at Large/Neglect - Main St & Seeger St (T Sanford)		WAGNER, JEFFREY	Turned Over Animal Control
24-000204	02/11/2024	Sick Raccoon - 4581 Seeger St		PHILLIPS, KEVIN	Closed
24-000223	02/15/2024	Dog @ Large - Seeger St & Garfield Ave		PHILLIPS, KEVIN	Turned Over Animal Control
24-000276	02/26/2024	Dog Complaint - 6285 Main St (K Burch)		PIERCE, RYAN	Closed
24-000332	03/06/2024	Dog @ Large - Main St & Ale St (M Ziegler)		BOOMS, DANIELLE	Closed
24-000357	03/11/2024	Barking Dog - 6393 Chestnut Blvd (C Gilliam)		WAGNER, JEFFREY	Cleared by Citation
<i>9901-0B -- BLIGHT</i>					Count: 6
24-000005	01/02/2024	Blighted Structure - 6377 Seventh St (C Dotson)		PHILLIPS, KEVIN	Open
24-000006	01/02/2024	Blighted Structure - 6405 Sixth St (R Bean)		PHILLIPS, KEVIN	Open
24-000007	01/02/2024	Blighted Structure - 6359 Houghton St (A Remsing)		PHILLIPS, KEVIN	Cleared by Citation
24-000008	01/02/2024	Blighted Structure - 6306 Pine St (J Harmon)		PHILLIPS, KEVIN	Notice Mailed
24-000244	02/21/2024	Blighted Structure - 6727 Pine St (A Zavitz)		FREEMAN, JAMES	Open
24-000423	03/19/2024	Blighted Structure - 6473 Main St (K Mooney)		FREEMAN, JAMES	Open
<i>9901-0H -- RECREATIONAL VEHICLE STORAGE</i>					Count: 2
24-000211	02/12/2024	Recreational Storage - 6403 Beechwood Dr (E Hollis)		FREEMAN, JAMES	Open
24-000425	03/19/2024	Recreational Storage - 6312 Brenda Dr (M Moakes)		PHILLIPS, KEVIN	Open
<i>9901-0J -- INOPERABLE VEHICLE</i>					Count: 32
24-000009	01/02/2024	Inoperable Vehicle/s - 6372 Fourth St (T Tietjens)		PHILLIPS, KEVIN	Complied
24-000010	01/02/2024	Inoperable Vehicle/s - 6324 Brenda Dr (D Macnall)		PHILLIPS, KEVIN	Complied
24-000011	01/02/2024	Inoperable Vehicle/s - 4325 Woodland Ave (D Peters)		PHILLIPS, KEVIN	Open
24-000012	01/02/2024	Inoperable Vehicle/s - 6811 Main St (J Root)		PHILLIPS, KEVIN	Complied
24-000013	01/02/2024	Inoperable Vehicle/s - 4259 Seeger St (N Hennessey)		PHILLIPS, KEVIN	Complied
24-000014	01/02/2024	Inoperable Vehicle/s - 4152 Sherman St (B Deering)		PHILLIPS, KEVIN	Complied
24-000015	01/02/2024	Inoperable Vehicle/s - 6725 Main St (B Griggs)		PHILLIPS, KEVIN	Complied
24-000016	01/02/2024	Inoperable Vehicle/s - 6785 Main St (J Bliss)		PHILLIPS, KEVIN	Complied
24-000023	01/02/2024	Inoperable Vehicle/s - 4312 Brenda Dr (C Arthur)		PHILLIPS, KEVIN	Complied
24-000031	01/03/2024	Inoperable Vehicle/s - 6165 Cedar Dr (N Cummins)		PHILLIPS, KEVIN	Complied
24-000033	01/04/2024	Inoperable Vehicle/s - 4391 Seeger St (K Turner)		PHILLIPS, KEVIN	Complied
24-000034	01/04/2024	Inoperable Vehicle/s - 4355 Leach St (P Tribble)		PHILLIPS, KEVIN	Complied
24-000057	01/09/2024	Inoperable Vehicle/s - 6455 Sixth St (R Boscaglia)		PHILLIPS, KEVIN	Complied
24-000060	01/09/2024	Inoperable Vehicle/s - 4534 West St (J Sherman)		PHILLIPS, KEVIN	Complied
24-000115	01/22/2024	Inoperable Vehicle/s - 6609 Seed St (T Fox)		PHILLIPS, KEVIN	Complied
24-000120	01/23/2024	Inoperable Vehicle/s - 4316 Doerr Rd (K Hillis)		PHILLIPS, KEVIN	Complied
24-000135	01/29/2024	Inoperable Vehicle/s - 6364 Pine St (C Crouch)		FREEMAN, JAMES	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	03/22/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000136	01/29/2024	Inoperable Vehicle/s - 6306 Main St (C Koop)		FREEMAN, JAMES	Complied
24-000214	02/13/2024	Inoperable Vehicle/s - 4653 Hospital Dr (B Ramsay)		PHILLIPS, KEVIN	Complied
24-000217	02/14/2024	Inoperable Vehicle/s - 6780 Main St (G Mellendorf)		FREEMAN, JAMES	Complied
24-000222	02/15/2024	Inoperable Vehicle/s - 6667 Third St (S Wheaton)		PHILLIPS, KEVIN	Open
24-000237	02/19/2024	Inoperable Vehicle/s - 6362 Fourth St (A Legualt)		PHILLIPS, KEVIN	Complied
24-000238	02/19/2024	Inoperable Vehicle/s - 6372 Fourth St (M Anderson)		PHILLIPS, KEVIN	Complied
24-000250	02/22/2024	Inoperable Vehicle/s - 4094 E Nicholas Dr (R Carpenter)		FREEMAN, JAMES	Complied
24-000271	02/26/2024	Inoperable Vehicle/s - 6379 Garfield Ave (K Romstad)		FREEMAN, JAMES	Open
24-000337	03/06/2024	Inoperable Vehicle/s - 6188 Lakeside Dr (A Bradley)		FREEMAN, JAMES	Open
24-000359	03/12/2024	Inoperable Vehicle/s - M St (D Matson)		FREEMAN, JAMES	Open
24-000361	03/12/2024	Inoperable Vehicle/s & Rubbish on Property - 6357 Main St (O McConnell)		FREEMAN, JAMES	Complied
24-000400	03/14/2024	Inoperable Vehicle/s - 6314 Main St (B Moakes)		PHILLIPS, KEVIN	Complied
24-000424	03/19/2024	Inoperable Vehicle/s - 6312 Brenda Dr (K Cross)		PHILLIPS, KEVIN	Open
24-000426	03/19/2024	Inoperable Vehicle/s - 6188 Lakeside Dr (A Bradley)		PHILLIPS, KEVIN	Open
24-000431	03/20/2024	Inoperable Vehicle/s - 4409 Brooker St (R Bliss)		PHILLIPS, KEVIN	Open
9901-0L -- LOITERING					Count: 1
24-000405	03/15/2024	Loitering - Express Stop (J McCoy)		PIERCE, RYAN	Closed
9901-0N -- UNNECESSARY NOISE					Count: 1
24-000356	03/11/2024	Disturbing The Peace - 6609 Seed St (J Yax)		WAGNER, JEFFREY	Closed
9901-0R -- RUBBISH/GARBAGE IN YARD					Count: 8
24-000017	01/02/2024	Rubbish on Property - 4282 West St (J Howell)		PHILLIPS, KEVIN	Complied
24-000018	01/02/2024	Rubbish on Property - 4631 Oak St (M Hawk)		PHILLIPS, KEVIN	Complied
24-000019	01/02/2024	Rubbish on Property - 6318 Houghton St (C Mayer)		PHILLIPS, KEVIN	Notice Mailed
24-000020	01/02/2024	Rubbish on Property - 6432 Church St (R Groth)		PHILLIPS, KEVIN	Complied
24-000124	01/24/2024	Rubbish on Property - 4319 West St (D Kingsland)		PHILLIPS, KEVIN	Complied
24-000335	03/06/2024	Rubbish on Property - 6249 Lakeside Dr (K Dishman)		FREEMAN, JAMES	Complied
24-000336	03/06/2024	Rubbish on Property - 6172 Lakeside Dr (A Swires)		FREEMAN, JAMES	Open
24-000361	03/12/2024	Inoperable Vehicle/s & Rubbish on Property - 6357 Main St (O McConnell)		FREEMAN, JAMES	Complied
9901-0V -- VACANT PROPERTY					Count: 24
24-000163	02/05/2024	Vacant Property - 6215 Dale St (C Vandewater)		PIERCE, RYAN	Occupied
24-000164	02/05/2024	Vacant Property - 6306 Pine St (J Harmon)		PIERCE, RYAN	Notice Mailed
24-000165	02/05/2024	Vacant Property - 6327 Houghton St (G Binder)		PIERCE, RYAN	Notice Mailed
24-000166	02/05/2024	Vacant Property - 6359 Houghton St (A Remsing)		PIERCE, RYAN	Notice Mailed
24-000167	02/05/2024	Vacant Property - 6371 Houghton St (D Manchester)		PIERCE, RYAN	Notice Mailed
24-000168	02/05/2024	Vacant Property - 6571 Houghton St (Little B Properties)		PIERCE, RYAN	Notice Mailed
24-000169	02/05/2024	Vacant Property - 6456 Third St (T Wright-Wismer)		PIERCE, RYAN	Notice Mailed
24-000170	02/05/2024	Vacant Property - 6592 Third St (Little Provisions)		PIERCE, RYAN	Registered
24-000171	02/05/2024	Vacant Property - 6712 Third St (C Heckman)		PIERCE, RYAN	Registered
24-000172	02/05/2024	Vacant Property - 6395 Fourth St (P Astley)		PIERCE, RYAN	Notice Mailed
24-000173	02/05/2024	Vacant Property - 6606 Garfield Ave (B Beeman)		PIERCE, RYAN	Notice Mailed
24-000174	02/05/2024	Vacant Property - 6721 Garfield Ave (R Voss)		PIERCE, RYAN	Notice Mailed
24-000175	02/05/2024	Vacant Property - 6377 Seventh St (C Dotson)		PIERCE, RYAN	Registered
24-000176	02/05/2024	Vacant Property - 4319 Seeger St (MI State Housing)		PIERCE, RYAN	Notice Mailed
24-000177	02/05/2024	Vacant Property - 4331 Seeger St (N Nicol)		PIERCE, RYAN	Notice Mailed
24-000178	02/05/2024	Vacant Property - 4386 Seeger St (G Standeford)		PIERCE, RYAN	Notice Mailed

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	03/22/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000179	02/05/2024	Vacant Property - 4594 Seeger St (R Parrish)		PIERCE, RYAN	Registered
24-000180	02/05/2024	Vacant Property - 4594 Oak St (Y Greer)		PIERCE, RYAN	Registered
24-000181	02/05/2024	Vacant Property - 4215 Maple St (B Hennessey)		PIERCE, RYAN	Notice Mailed
24-000182	02/05/2024	Vacant Property - 4325 Sherman St (B Hennessey)		PIERCE, RYAN	Notice Mailed
24-000183	02/05/2024	Vacant Property - 4665 Hospital Dr (L Ross/D Delamarter)		PIERCE, RYAN	Registered
24-000184	02/05/2024	Vacant Property - 4656 Hunt St (K Hool)		PIERCE, RYAN	Notice Mailed
24-000185	02/05/2024	Vacant Property - 6603 Huron Ave (J Ricker)		PIERCE, RYAN	Notice Mailed
24-000186	02/05/2024	Vacant Property - 6628 Seed St (L Peterson)		PIERCE, RYAN	Notice Mailed

9901-0W -- WASTE COLLECTION Count: 3

24-000320	03/04/2024	Waste Collection - 6535 Main St (Horizon Properties, LLC)		FREEMAN, JAMES	Complied
24-000420	03/18/2024	Waste Collection - 6403 Beechwood Dr (E Hollis)		FREEMAN, JAMES	Open
24-000428	03/20/2024	Waste Collection - 6725 Main St (Griggs)		FREEMAN, JAMES	Open

9901-0X -- SIGNS Count: 35

24-000368	03/14/2024	Sign/s in Right of Way - 6567 Church St (C Williamson)		FREEMAN, JAMES	Open
24-000369	03/14/2024	Sign/s in Right of Way - 6417 Church St (K McClorey)		FREEMAN, JAMES	Open
24-000370	03/14/2024	Sign/s in Right of Way - 6291 Church St (S Adams)		FREEMAN, JAMES	Pending Renewal
24-000371	03/14/2024	Sign/s in Right of Way - 4567 Seeger St (M Nelson)		FREEMAN, JAMES	Pending Renewal
24-000372	03/14/2024	Sign/s in Right of Way - 4790 Hospital Dr (Meritage Mgt)		FREEMAN, JAMES	Complied
24-000373	03/14/2024	Sign/s in Right of Way - 4572 Hills St (Meritage Mgt)		FREEMAN, JAMES	Complied
24-000374	03/14/2024	Sign/s in Right of Way - Parcel 035-028-000-2420-00 (Northwood Lake Condo Assc)		FREEMAN, JAMES	Pending Renewal
24-000375	03/14/2024	Sign/s in Right of Way - 6445 Garfield Ave (M Grider)		FREEMAN, JAMES	Complied
24-000376	03/14/2024	Sign/s in Right of Way - Houghton St & Seeger St (Church of God)		FREEMAN, JAMES	Closed
24-000377	03/14/2024	Sign/s in Right of Way - Houghton St & Seeger St (First Baptist Church)		FREEMAN, JAMES	Closed
24-000378	03/14/2024	Sign/s in Right of Way - 4334 Seeger St (C Erla)		FREEMAN, JAMES	Complied
24-000379	03/14/2024	Sign/s in Right of Way - 4319 Seeger St (HUD)		FREEMAN, JAMES	Pending Renewal
24-000380	03/14/2024	Sign/s in Right of Way - 6242 Garfield Ave (Walbro)		FREEMAN, JAMES	Complied
24-000381	03/14/2024	Sign/s in Right of Way - 4401 Brooker St (R Simpson)		FREEMAN, JAMES	Complied
24-000382	03/14/2024	Sign/s in Right of Way - 6340 Houghton St (G Wilson)		FREEMAN, JAMES	Pending Renewal
24-000383	03/14/2024	Sign/s in Right of Way - 6338 Main St (D Howard)		FREEMAN, JAMES	Open
24-000384	03/14/2024	Sign/s in Right of Way - 6742 Main St (M Ziegler)		FREEMAN, JAMES	Complied
24-000385	03/14/2024	Sign/s in Right of Way - 6658 Huron St (T Vatter)		FREEMAN, JAMES	Pending Renewal
24-000386	03/14/2024	Sign/s in Right of Way - 6401 Huron St (J Blattner)		FREEMAN, JAMES	Complied
24-000387	03/14/2024	Sign/s in Right of Way - 4385 Doerr Rd (W Harrington)		FREEMAN, JAMES	Closed
24-000388	03/14/2024	Sign/s in Right of Way - Parcel 035-033-000-4530-00 (A Wright Trust)		FREEMAN, JAMES	Pending Renewal
24-000389	03/14/2024	Sign/s in Right of Way - 6291 Virginia St (E Read)		FREEMAN, JAMES	Open
24-000390	03/14/2024	Sign/s in Right of Way - 4309 Woodland Ave (R Wallace)		FREEMAN, JAMES	Pending Renewal
24-000391	03/14/2024	Sign/s in Right of Way - 6721 Garfield Ave (E Montreuil)		FREEMAN, JAMES	Complied
24-000392	03/14/2024	Sign/s in Right of Way - 6809 Herron Dr (G Jones)		FREEMAN, JAMES	Complied
24-000393	03/14/2024	Sign/s in Right of Way - 4311 Ale St (M Yax)		FREEMAN, JAMES	Pending Renewal
24-000394	03/14/2024	Sign/s in Right of Way - 4273 Sherman St (C Diaz)		FREEMAN, JAMES	Complied
24-000395	03/14/2024	Sign/s in Right of Way - 4325 Sherman St (B Hennessey)		FREEMAN, JAMES	Pending Renewal
24-000396	03/14/2024	Sign/s in Right of Way - 6374 Chestnut Blvd (J Dombey)		FREEMAN, JAMES	Complied
24-000397	03/14/2024	Sign/s in Right of Way - 6241 Main St (Independent Bank)		FREEMAN, JAMES	Closed
24-000398	03/14/2024	Sign/s in Right of Way - 6180 Main St (Unknown)		FREEMAN, JAMES	Closed
24-000399	03/14/2024	Sign/s in Right of Way - 6254 Main St (T Moore)		FREEMAN, JAMES	Complied
24-000406	03/15/2024	Sign/s in Right of Way - 6538 Third St (Church of Nazarene Bldg)		FREEMAN, JAMES	Pending Renewal

Offense Report

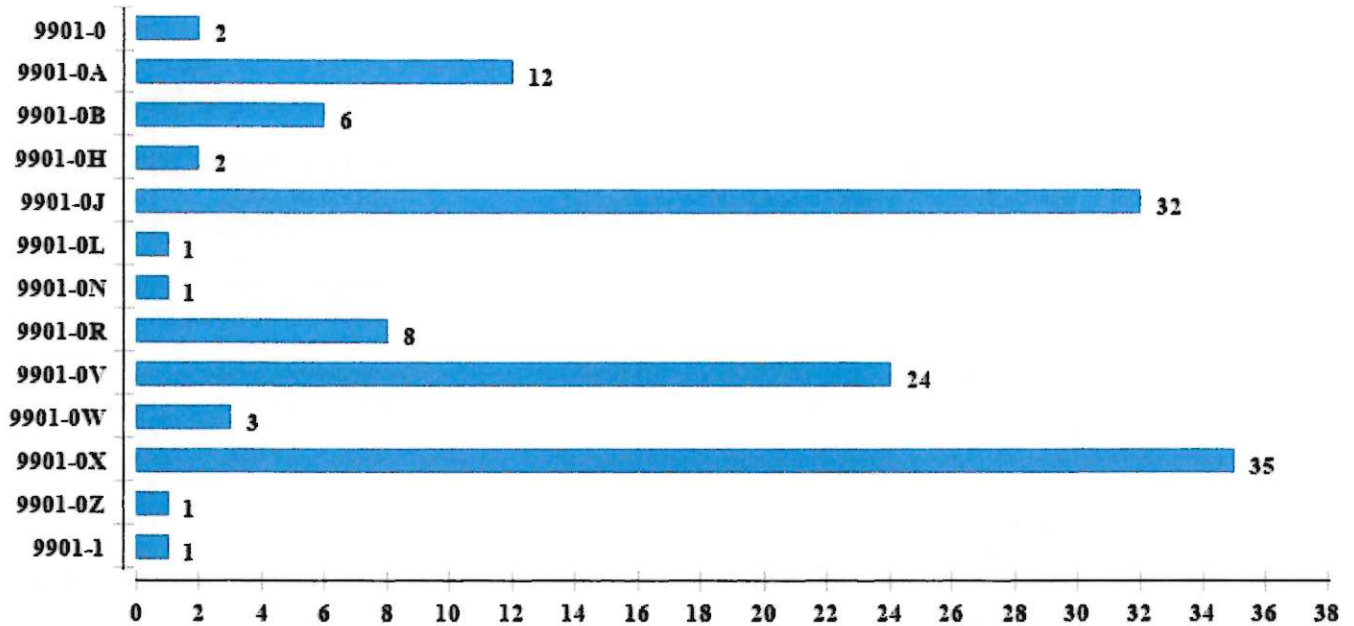
Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	03/22/2024	99010	99011	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000418	03/18/2024	Sign/s in Right of Way - 6325 Main St (P Pasternak)		FREEMAN, JAMES	Complied
24-000430	03/20/2024	Sign/s in Right of Way - 6440 Huron St (M Karwowski)		PHILLIPS, KEVIN	Open
<i>9901-0Z -- ZONING</i>					Count: 1
24-000334	03/06/2024	Building Permit - 6430 Chestnut Blvd		FREEMAN, JAMES	Turned Over
<i>9901-1 -- CURFEW VIOLATION</i>					Count: 1
24-000155	02/03/2024	Curfew Violation - 6780 Main St (W Caister)		WAGNER, JEFFREY	Exceptional Clearance

Total: 128

Offense Activity Counts



Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2024	2023	
01/01/2024-03/21/2024	01/01/2023-03/21/2023	

Offense	Description	2024	2023
13001	NONAGGRAVATED ASSAULT	7	4
13003	INTIMIDATION/STALKING	7	3
21000	EXTORTION	0	1
23003	LARCENY - THEFT FROM A BUILDING	0	2
23007	LARCENY - OTHER	2	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	2	3
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	2	0
26003	FRAUD - IMPERSONATION	0	1
26007	FRAUD - IDENTITY THEFT	1	1
26008	FRAUD - HACKING/COMPUTER INVASION	0	1
29000	DAMAGE TO PROPERTY	2	3
30002	RETAIL FRAUD - THEFT	1	0
35001	VIOLATION OF CONTROLLED SUBSTANCES ACT	0	1
36004	SEX OFFENCE - OTHER	2	0
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	0	1
38003	OTHER FAMILY OFFENSE	3	3
41002	LIQUOR VIOLATIONS - OTHER	0	1
48000	OBSTRUCTING POLICE	0	1
50000	OBSTRUCTING JUSTICE	7	5
53001	DISORDERLY CONDUCT	3	1
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	0	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	6	2
54003	TRAFFIC OFFENSE	9	13
55000	HEALTH AND SAFETY	4	5
57001	TRESPASS	1	1
70000	JUVENILE RUNAWAY	0	2
72000	ANIMAL CRUELTY	0	1
73000	MISCELLANEOUS CRIMINAL OFFENCE	1	3
91001	DELINQUENT MINORS	1	3
92002	INCAPACITATION	0	1
92004	INSANITY	2	0
93001	TRAFFIC CRASH	4	4
93002	NONTRAFFIC CRASH	1	4
93003	TRAFFIC VIOLATION - CIVIL	31	21
93004	PARKING	54	69
93006	TRAFFIC POLICING	22	7
93007	TRAFFIC SAFETY	1	1
93008	BREATHALYZER INSPECTION	3	3
94001	VALID ALARM ACTIVATION	0	1
94002	FALSE ALARM ACTIVATION	4	10
98002	INVESTIGATION - VEHICLE	1	1
98003	PROPERTY INSPECTION	3	1
98004	OTHER INSPECTION	22	31
98006	CIVIL MATTER	11	13
98007	SUSPICIOUS SITUATION	21	10

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2024	2023	
01/01/2024-03/21/2024	01/01/2023-03/21/2023	

Offense	Description	2024	2023
98008	FOUND/LOST PROPERTY	8	5
99001	SUICIDE OR ATTEMPT	3	4
99002	NATURAL DEATH	0	2
99003	MISSING PERSON	0	1
99007	PUBLIC RELATIONS	1	3
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	29	30
99009	GENERAL NON-CRIMINAL	3	8
99010	VILLAGE ORDINANCE VIOLATION	2	1
99010A	ANIMALS	12	2
99010B	BLIGHT	6	0
99010H	RECREATIONAL VEHICLE STORAGE	2	4
99010J	INOPERABLE VEHICLE	32	23
99010L	LOITERING	1	0
99010N	UNNECESSARY NOISE	1	2
99010R	RUBBISH/GARBAGE IN YARD	8	3
99010S	SNOWMOBILES	0	1
99010T	ORV/ATV	0	1
99010V	VACANT PROPERTY	24	17
99010W	WASTE COLLECTION	3	0
99010X	SIGNS	35	0
99010Z	ZONING	1	1
99011	CURFEW VIOLATION	1	0
99013	ASSIST TO ANOTHER POLICE AGENCY	20	22
99911	911 HANGUP CALL	1	0
Totals:		434	371