



Moving Forward Working Together

AGENDA

May 20, 2024

Regular Meeting – 6:00 P.M.

- Call to Order
- Pledge of Allegiance
- Roll Call
- Review Minutes of Regular Meeting of April 29, 2024 – page 3
- Review Minutes of Committee of the Whole Meeting of May 8, 2024 – page 7
- Review Financial Statement ending April 30, 2024 – page 9
- Citizen Comments
- Budget and Finance
 - Approval of Bills
 - Approve DDA Loan from Thumb Bank & Trust – page 33
 - Adopt 2024 Village of Cass City Millage Rates – page 37
- Public Services Committee
 - Approve Resolution to Proceed to the Next Phase of WWTP project for Fishbeck – page 43
 - Approve Spicer Engineering Proposal for Water Main Replacement – page 45
 - Approve Quote for Tree Removal – page 57
 - Approve Maintenance Contract for WWTP Switchgear – page 59
- Personnel and Public Safety
 - Approve Demolition of Blighted Property at 4281 Ale St. – page 69
- Parks and Recreation Committee
- Downtown Development Authority– Minutes of March 12, 2024 Minutes – page 71
 - Approve Reappointments to the DDA Board – page 73
- Economic Development Corporation – Minutes of March 12, 2024 Minutes – page 75
 - Approve Reappointments to the EDC Board – page 77
- Planning Commission– Minutes of February 21, 2024 Minutes – page 79
 - Approve Reappointments to the Planning Commission – page 81
- Manager's Report – page 83
- Communications
- Other Business
- Adjournment

June 2024 Meetings and Events:

May 27 – Memorial Day, Offices Closed

May 27 – Memorial Day Parade begins at 10:00 am

June 13 – Personnel & Public Safety Committee, 9 am

June 11 – DDA/EDC Meeting, 1:30 pm

June 11 – Parks and Recreation Committee, 4 pm

June 19 – Public Services Committee, 12 pm

June 19 – Planning Commission, 7 pm

June 24 – Budget & Finance Committee, 5 pm

June 24 – Council Meeting, 6 pm

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

A moment of silence was observed in honor of past Village President Carl Palmateer, who served as Cass City Police Chief (1962-1970) and Village President (2007-2018).

MOTION# 2024.4.29-01

MOTION by President Piaskowski, Supported by Trustee Leeson to amend the meeting agenda to include action item: Discuss Purchase Offers on Third Street Properties. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.4.29-02

MOTION by Trustee Kirn, Supported by Trustee Leeson to receive, approve, and file the minutes of the March 25, 2024 Regular Meeting. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.4.29-03

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

During Citizens' Comments, Sgt. Ryan Robinson, Candidate for Tuscola County Sheriff, introduced himself and asked for support and vote in the November 2024 General Election. Drew Wessels, 4859 Crestwood, asked for Village Council support for his request for permission to house chickens on his property. Laura Gaeth, 6766 Third Street, asked for Village Council support for her request for permission to house goats on her property. Don Ball, 6328 Main Street, requested more Village information be published, in lieu of the Cass City Chronicle's termination and inquired on local downtown tree replacement. Tracy Moore, 4410 Seeger Street, inquired on Sidewalk Repair program and the specifications for concrete mix formula.

MOTION# 2024.4.29-04

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

MOTION# 2024.4.29-05

MOTION by Trustee Leeson, Supported by Trustee Kirn, to approve First Quarter Budget Amendment of the 2024 Village of Cass City Financial Budget. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.4.29-06

MOTION by Trustee Leeson, Supported by Trustee Griesing, to approve renewal with Sun Life Assurance for employee life, accidental death and dismemberment, and short-term disability for one year effective July 1, 2024, in the total amount of \$28,721. MOTION CARRIED 6 yeas 0 nays

MOTION# 2024.4.29-07

MOTION by Trustee Leeson, Supported by Trustee Griesing, to approve Debbie Powell, Village Manager, to conduct an interview and finalize and execute a marketing agreement with New Moon Visions, for a new logo, marketing and branding of the Village of Cass City, not to exceed a total of \$30,000 in funds available from the MEDC RRC Toolbox. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-08

MOTION by Trustee Griesing, Supported by Trustee Leeson, to accept an offer from Elite Realty for the two parcels on Third Street for \$7500, contingent upon a survey, and a Zoning Board of Appeal variance for land use and authorize Village Manager Debbie Powell to facilitate the transaction. Roll Call Vote: Benkelman: excused, Dorland: abstain, Griesing: yes, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. . MOTION CARRIED 5 years, 0 nays, 1 abstain, 1 excused.

MOTION# 2024.4.29-09

MOTION by Trustee Kirn, Supported by Trustee Griesing, to approve the low quote by Dean Alexander Concrete for the 2024 Village Sidewalk work in the amount of \$40,530.60, plus a 5% contingency. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-10

MOTION by Trustee Kirn, Supported by Trustee Leeson, to approve signing Proposal# 20608-1 for the specifications ordering a 2025 International HV607 chassis from Tri County International Trucks to purchase a Salt Truck Chassis through the MIDEAL Program. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-11

MOTION by Trustee Kirn, Supported by Trustee Griesing, to approve the purchase of snow and salt equipment for use on the ordered 2025 International HV607 chassis dump truck for the DPW, from Shults Equipment LLC, in the amount of \$81,500. MOTION CARRIED 6 years 0 nays 9920

MOTION# 2024.4.29-12

MOTION by Trustee Dorland, Supported by Trustee Griesing, to appoint President Robert Piaskowski as the 2024 Memorial Day Parade Chairperson. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-13

MOTION by Trustee Dorland, Supported by Trustee Hartsell, to approve the purchase from B&B Pool Service, in the amount of \$9,725, to replenish chemicals for the municipal pool for 2024 season, GL# 101-752-743.000 MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-14

MOTION by Trustee Dorland, Supported by Trustee Hartsell, to approve the purchase of a Maytronics Dolphin Wave 120 automatic Pool Vacuum, from Kiefer Aquatics/The Lifeguard Store, in the amount of \$6,749, from GL# 101-752-970.000. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-15

MOTION by Trustee Kirn, Supported by Trustee Leeson, to receive and file the minutes of the Cass City Downtown Development Authority (DDA) held on March 12, 2024. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-16

MOTION by Trustee Leeson, Supported by Trustee Hartzell, to receive and file the minutes of the Cass City Economic Development Corporation (EDC) held on March 12, 2024. MOTION CARRIED 6 years 0 nays

MOTION# 2024.4.29-17

MOTION by Trustee Kirn, Supported by Trustee Dorland, to receive and file the minutes of the Cass City Planning Commission held on February 21, 2024. MOTION CARRIED 6 years 0 nays

The Manager's Report was reviewed.

MOTION# 2024.4.29-18

MOTION by Trustee Dorland, Supported by Trustee Kirn, to approve permission for Jason and Laura Gaeth to have chickens, no roosters, and/or goats, and a coop at their residence located at 6766 Third Street, with the understanding that this permission may be revoked by violation of noise, smell, complaints, or non-compliance. Roll Call Vote: Benkelman: excused, Dorland: no, Griesing: no, Hartzell: no, Kirn: no, Leeson: no, Piaskowski: no. MOTION FAILED. 0 years, 6 nays, 1 excused

MOTION# 2024.4.29-19

MOTION by Trustee Dorland, Supported by Trustee Hartzell, to approve permission for Jason and Laura Gaeth to have **7 chickens, no roosters, and 2 goats**, and a coop at their residence located at 6766 Third Street, with the understanding that this permission may be revoked by violation of noise, smell, complaints, or non-compliance. Roll Call Vote: Benkelman: excused, Dorland: yea, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: no. MOTION CARRIED 5 years, 1 nays, 1 excused

MOTION# 2024.4.29-20

MOTION by Trustee Dorland, Supported by Trustee Hartzell, to approve permission for Drew Wessels to have **8 chickens, no roosters**, and a coop at their residence located at 4859 Crestwood Drive, with the understanding that this permission may be revoked by violation of noise, smell, complaints, or non-compliance. Roll Call Vote: Benkelman: excused, Dorland: yea, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea, Piaskowski: no. MOTION CARRIED 5 years, 1 nays, 1 excused

MOTION# 2024.4.29-21

MOTION by Trustee Kirn, Supported by Trustee Griesing, 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: yea, Kirn: yea, Leeson: yea, Piaskowski: yea. MOTION CARRIED 6 years 0 nays 1 excused

Chief James Freeman was asked to attend the closed session.

The Council entered into Closed Session at 7:24 pm.

The Council left Closed Session at 7:56 pm.

MOTION# 2024.4.29-22

MOTION by Trustee Hartzell, Supported by Trustee Griesing, to return to the Regular Meeting. .
Roll Call Vote: Benkelman: excused, Dorland: yea, Griesing: yea, Hartzell: yea, Kirn: yea,
Leeson: yea, Piaskowski: yea. MOTION CARRIED 6 yeas 0 nays 1 excused

The Council returned to the Regular Meeting at 7:59 pm.

MOTION# 2024.4.29-23

MOTION by Trustee Leeson, Supported by Trustee Hartzell, to approve the Collective
Bargaining Agreement with the Cass City POLC for January 2024 – December 2026 . Roll Call
Vote: Benkelman: excused, Dorland: yea, Griesing: yea, Hartzell: yea, Kirn: yea, Leeson: yea,
Piaskowski: yea. MOTION CARRIED 6 yeas 0 nays 1 excused

MOTION# 2024.4.29-24

MOTION by Trustee Kirn, Supported by Trustee Leeson, to adjourn the meeting at 7:42pm.
MOTION CARRIED 6 yeas 0 nays.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MiCPT

A Committee of the Whole Meeting of the Cass City Village Council was held Wednesday, May 8, 2024 at 7:00 p.m. at the Municipal Building.

Present: President Robert Piaskowski, Trustees: Dustin Griesing, Michael Kim and Joe Leeson

Excused: Jeffrey Benkelman, Kevven Dorland, Bill Hartzell

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

Due to technical difficulties with Microsoft TEAMS, a presentation with Michael O'Keefe, Frontier Communications, was cancelled.

Brian Van Zee, Fishbeck and Chris Townley, Townley Engineering, gave an update on the proposed upgrades to the Cass City Wastewater Treatment Plant.

During Citizen's Comments, Henry Lapp, Dairy Farmers of America, Wastewater Treatment Operator, inquired on the oxidation ditch construction materials and redundancy in the municipal plant.

Manager Powell updated Council on the New Moon Marketing project and the lack of recent MEDC Toolbox Funds. She commented on recent activity on the former Coachlight Building, and Frontier Communication's fiber optic lines to be installed in the Cass City Right-of Ways.

By consensus, the meeting was adjourned at 8:02 pm.

Nanette S. Walsh

Nanette Walsh, CMC, CPFA, CPFIM, MCAT

Village of Cass City

Financial Statements

Month Ending 4/30/24

33.34% of Fiscal Year

User: NAN

PERIOD ENDING 04/30/2024

% Fiscal Year Completed: 33.06

DB: Cass City

ACTIVITY FOR

04/30/2024

ENCUMBERED

UNENCUMBERED

% BDGT

USED

BALANCE

YEAR-TO-DATE

NORM (ABNORM)

2024 MONTH 04/30/24

AMENDED BUDGET

DESCRIPTION

GL NUMBER

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2024 MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
101-000-402.000	REAL PROPERTY TAXES	648,874.00	0.00	0.00	0.00	648,874.00	0.00
101-000-404.000	REAL PROPERTY TX-PA359 (PROMOTIONS)	36,360.00	0.00	0.00	0.00	36,360.00	0.00
101-000-410.000	PERSONAL PROPERTY TAXES	58,070.00	0.00	0.00	0.00	58,070.00	0.00
101-000-418.000	PER PROP TAX-PA 359 (PROMOTIONS)	3,182.00	0.00	0.00	0.00	3,182.00	0.00
101-000-445.000	PENALTIES & INTEREST TAXES	150.00	0.00	0.00	0.00	150.00	0.00
101-000-447.000	COLLECTION FEES TAXES	10,586.00	0.00	0.00	0.00	10,586.00	0.00
101-000-451.000	LIQUOR LICENSE FEES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
101-000-543.000	STATE GRANT-PA 302 FUNDS	927.00	996.60	996.60	0.00	(69.60)	107.51
101-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	200,058.00	0.00	0.00	0.00	200,058.00	0.00
101-000-574.000	STATE SHARED REVENUE	316,140.00	42,135.00	42,135.00	0.00	274,005.00	13.33
101-000-575.000	STATE SHARED REV, EVIP	59,414.00	9,809.00	9,809.00	0.00	49,605.00	16.51
101-000-581.000	REVENUES, CCPS: SCHOOL.RESOURCE.OFFICER	68,000.00	5,704.63	25,250.40	0.00	42,749.60	37.13
101-000-584.000	RESTITUTION FUNDS, CCPD	100.00	0.00	0.00	0.00	100.00	0.00
101-000-607.000	CABLE FRANCHISE FEES	36,050.00	0.00	0.00	0.00	36,050.00	0.00
101-000-608.000	ZONING PERMIT FEES	5,000.00	60.00	215.00	0.00	4,785.00	4.30
101-000-609.000	RENTAL REGISTRATION FEES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
101-000-625.000	MISCELLANEOUS REVENUES	2,600.00	105.00	411.00	0.00	2,189.00	15.81
101-000-640.000	REFUSE FEES	170,959.00	13,106.91	39,156.79	0.00	131,802.21	22.90
101-000-651.000	SWIMMING FEES	60,000.00	3,600.00	3,755.00	0.00	56,245.00	6.26
101-000-652.000	ARTS / CRAFTS FEES	10,000.00	1,600.00	1,600.00	0.00	8,400.00	16.00
101-000-653.000	OTHER RECREATION FEES	2,800.00	220.00	740.00	0.00	2,060.00	26.43
101-000-655.000	ORDINANCE FINES	1,500.00	166.64	1,086.05	0.00	413.95	72.40
101-000-662.000	REFUSE PENALTIES	3,500.00	213.11	918.93	0.00	2,581.07	26.26
101-000-664.000	INTEREST & DIVIDENDS	18,000.00	284.10	2,366.89	0.00	15,633.11	13.15
101-000-671.000	MISCELLANEOUS REIMBURSEMENT	4,500.00	445.00	829.09	0.00	3,670.91	18.42
101-000-674.000	POOL DONATIONS/SPONSORSHIPS	250.00	0.00	0.00	0.00	250.00	0.00
101-000-675.000	DONATIONS FROM PUBLIC & PRIVATE	11,000.00	0.00	2,989.17	0.00	8,010.83	27.17
101-000-676.000	DOG PARK DONATIONS	200.00	0.00	141.00	0.00	59.00	70.50
101-000-678.000	DONATIONS, MUSIC IN THE PARK	2,500.00	0.00	800.00	0.00	1,700.00	32.00
101-000-699.000	TRANSFERS IN, ADMIN CHRG	203,664.00	0.00	0.00	0.00	203,664.00	0.00
101-000-699.100	TRANSFER IN FROM FUND BALANCE	85,000.00	0.00	0.00	0.00	85,000.00	0.00
101-000-699.300	TRANSFER IN FROM FB, COMM PROMO	7,500.00	0.00	0.00	0.00	7,500.00	0.00
101-000-699.400	TRANSFER IN FROM FB, DOG PARK.	2,500.00	0.00	0.00	0.00	2,500.00	0.00

Fund 101 - GENERAL FUND:

TOTAL REVENUES

2,032,384.00

78,445.99

133,199.92

0.00

1,899,184.08

6.55

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
101 - COUNCIL		7,700.00	50.00	186.71	0.00	7,513.29	2.42
172 - ADMINISTRATIVE		168,561.00	12,662.66	52,477.63	0.00	116,083.37	31.13
215 - CLERK STAFF		196,499.00	13,766.35	56,223.85	0.00	140,275.15	28.61
223 - FINANCE		21,115.00	0.00	0.00	0.00	21,115.00	0.00
261 - GENERAL GOVERNMENT		129,819.00	13,578.98	33,139.55	0.00	96,679.45	25.53
262 - ELECTIONS		103.00	0.00	0.00	0.00	103.00	0.00
265 - BUILDINGS & GROUNDS		38,254.00	2,187.32	9,487.82	0.00	28,766.18	24.80
291 - COMMUNITY PROMOTION (PA 359)		55,628.00	476.50	18,262.45	23.72	37,341.83	32.87
301 - POLICE DEPARTMENT		683,652.00	54,221.55	234,678.29	1,539.00	447,434.71	34.55
315 - CRIME & SAFETY		11,000.00	0.00	0.00	0.00	11,000.00	0.00
441 - PUBLIC WORKS		24,211.00	0.00	120.74	0.00	24,090.26	0.50
520 - SOLID WASTE DISPOSAL		170,959.00	13,023.78	51,914.72	0.00	119,044.28	30.37
722 - PLANNING AND ZONING		71,603.00	4,320.33	19,954.41	0.00	51,648.59	27.87
752 - SWIMMING POOL		162,114.00	4,401.05	5,186.62	0.00	156,927.38	3.20
754 - PARKS DEPARTMENT		255,273.00	18,255.65	75,865.65	5,639.17	173,768.18	31.93
758 - RECREATION / DAYCAMP		17,893.00	199.90	560.86	0.00	17,332.14	3.13
Fund 101 - GENERAL FUND:							
TOTAL EXPENDITURES		2,032,384.00	155,144.07	576,059.30	7,201.89	1,449,122.81	28.70

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH 04/30/24	INCR (DECR)				
Fund 202 - MAJOR STREET								
202-000-402.000	MJ ST REAL PROPERTY TAXES	27,398.00	0.00	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	0.00	2,300.00	0.00
202-000-553.000	MJ ST GAS & WEIGHT	284,485.00	50,661.11	0.00	73,866.93	0.00	210,618.07	25.97
202-000-573.000	LOCAL COMM STABILIZATION SHARE (LCAS)	7,088.00	0.00	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	0.00	14,075.00	0.00
202-000-664.000	INTEREST & DIVIDENDS	7,000.00	690.31	0.00	3,028.32	0.00	3,971.68	43.26
202-000-671.000	MJ ST MISC. REIMBURSEMENT	6,700.00	0.00	0.00	0.00	0.00	6,700.00	0.00
202-000-676.000	TRUNK LINE MAINTENANCE CONTRACT	49,592.00	18,251.73	0.00	18,251.73	0.00	31,340.27	36.80
202-000-690.000	MJ ST 1.5 MILLS CO. BRIDGE TAX	32,328.00	32,328.00	0.00	32,328.00	0.00	0.00	100.00
202-000-691.000	APPROPRIATION FROM GENERAL FUND	117,000.00	0.00	0.00	0.00	0.00	117,000.00	0.00

Fund 202 - MAJOR STREET: 547,966.00 101,931.15 127,474.98 0.00 420,491.02 23.26

TOTAL REVENUES

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDOT USED
Fund 202 - MAJOR STREET							
463 - STREET MAINTENANCE		316,214.00	4,598.22	13,054.08	143,539.70	159,620.22	49.52
470 - R. O. W. MAINTENANCE		42,549.00	0.00	4.20	0.00	42,544.80	0.01
474 - SIGNS		7,234.00	92.10	1,767.55	0.00	5,466.45	24.43
478 - SNOW		99,495.00	0.00	14,695.00	0.00	84,800.00	14.77
486 - TRUNKLINE MAINTENANCE		6,666.00	32.84	354.80	0.00	6,311.20	5.32
488 - TRUNKLINE SWEEPING/FLUSHING		12,287.00	0.00	418.04	0.00	11,868.96	3.40
493 - STATE MONUMENT PROPERTY T.L.		1,271.00	0.00	0.00	0.00	1,271.00	0.00
494 - TRUNKLINE UTILITIES		11,827.00	43.51	129.04	0.00	11,697.96	1.09
497 - TRUNKLINE SNOW REMOVAL		41,986.00	1,207.04	22,107.39	0.00	19,878.61	52.65
502 - TRUNKLINE FRINGE BENEFITS		8,437.00	11.58	2,318.63	0.00	6,118.37	27.48
131							
Fund 202 - MAJOR STREET:		547,966.00	5,985.29	54,848.73	143,539.70	349,577.57	36.20
TOTAL EXPENDITURES							

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% B DGT 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	19,556.18	28,513.77	0.00	83,536.23	25.45
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	886.71	4,168.56	0.00	5,831.44	41.69
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	50,357.00	50,356.42	50,356.42	0.00	0.58	100.00
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: 508,823.00 70,799.31 83,038.75 0.00 425,784.25 16.32

TOTAL REVENUES

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 203 - LOCAL STREET							
463 - STREET MAINTENANCE		306,448.00	12,313.94	60,058.49	72,918.05	173,471.46	43.39
470 - R. O. W. MAINTENANCE		42,123.00	0.00	0.00	0.00	42,123.00	0.00
474 - SIGNS		7,633.00	92.10	92.10	0.00	7,540.90	1.21
478 - SNOW		65,332.00	1,648.94	15,604.48	0.00	49,727.52	23.88
494 - TRUNKLINE UTILITIES		85,912.00	6,650.28	20,114.09	0.00	65,797.91	23.41
Fund 203 - LOCAL STREET:							
TOTAL EXPENDITURES		507,448.00	20,705.26	95,869.16	72,918.05	338,660.79	33.26

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
Fund 244 - ECONOMIC DEVELOPMENT							
244-000-664.000	INTEREST & DIVIDENDS	300.00	31.69	33.41	0.00	266.59	11.14
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	18,000.00	18,000.00	18,000.00	0.00	0.00	100.00

Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL REVENUES 22,100.00 18,031.69 18,033.41 0.00 4,066.59 81.60

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG USED
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Fund 244 - ECONOMIC DEVELOPMENT
 001 - ADMINISTRATION

		22,100.00	0.00	8,375.54	0.00	13,724.46	37.90
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Fund 244 - ECONOMIC DEVELOPMENT:

TOTAL EXPENDITURES		22,100.00	0.00	8,375.54	0.00	13,724.46	37.90
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GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
		2024	MONTH 04/30/24				
		AMENDED BUDGET	INCR (DECR)	NORM (ABNORM)			
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	4,204.00	4,075.39	4,075.39	0.00	128.61	96.94
248-000-404.000	CAPTURE COUNTY TAXES	9,608.00	9,312.98	9,312.98	0.00	295.02	96.93
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	28.45	163.62	0.00	197.38	45.32
248-000-675.000	TRANSFER FROM FUND BALANCE	14,700.00	0.00	0.00	0.00	14,700.00	0.00

Fund 248 - D.D.A.:							
TOTAL REVENUES		49,818.00	13,416.82	13,551.99	0.00	36,266.01	27.20

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
Fund 248 - D.D.A.							
001 - ADMINISTRATION		29,411.00	934.17	11,909.03	0.00	17,501.97	40.49
005 - THORP PROPERTY		600.00	0.00	0.00	0.00	600.00	0.00
006 - BUSINESS BLDERS PROGRAM		10,000.00	0.00	0.00	0.00	10,000.00	0.00
008 - DDA DEBT SERVICE		9,807.00	0.00	2,380.05	0.00	7,426.95	24.27
Fund 248 - D.D.A.:		49,818.00	934.17	14,289.08	0.00	35,528.92	28.68
TOTAL EXPENDITURES							

ACTIVITY FOR
 MONTH 04/30/24
 INCR (DECR)

YTD BALANCE
 04/30/2024
 NORM (ABNORM)

ENCUMBERED
 YEAR-TO-DATE

UNENCUMBERED
 BALANCE

% BDGT
 USED

GL NUMBER	DESCRIPTION	2024	AMENDED BUDGET	2024	MONTH 04/30/24	INCR (DECR)	YTD BALANCE	04/30/2024	NORM (ABNORM)	ENCUMBERED	YEAR-TO-DATE	UNENCUMBERED	BALANCE	% BDGT	USED
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT															
401-000-501.000	OTHER LOAN PROCEEDS - USDA/RD	0.00	0.00	0.00	0.00	0.00	90,000.00	90,000.00	0.00	0.00	0.00	(90,000.00)	(90,000.00)	100.00	100.00
<hr/>															
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:															
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	90,000.00	90,000.00	0.00	0.00	0.00	(90,000.00)	(90,000.00)	100.00	100.00

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
001 - ADMINISTRATION		0.00	0.00	90,150.40	0.00	(90,150.40)	100.00
<hr/>							
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:							
TOTAL EXPENDITURES		0.00	0.00	90,150.40	0.00	(90,150.40)	100.00

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDTG 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
TOTAL REVENUES							

EXPENDITURE REPORT

PERIOD ENDING 04/30/2024
 % Fiscal Year Completed: 33.06

GL NUMBER	DESCRIPTION	2024 MONTH 04/30/24	ACTIVITY FOR MONTH 04/30/24	YTD BALANCE 04/30/2024	NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDCGT USED
Fund 408 - WATER RECREATION FUND								
001 - ADMINISTRATION		500.00	0.00	0.00	0.00	0.00	500.00	0.00
<hr/>								
Fund 408 - WATER RECREATION FUND:		500.00	0.00	0.00	0.00	0.00	500.00	0.00
TOTAL EXPENDITURES								

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% B DGT USED
Fund 590 - WASTEWATER TREATMENT							
590-000-528.000	OTHER FEDERAL GRANTS - ARPA	245,000.00	0.00	162,639.53	0.00	82,360.47	66.38
590-000-609.000	SEWER MISC REVENUES	27,810.00	3,760.00	11,075.00	0.00	16,735.00	39.82
590-000-628.000	SEWER OMR FEES	304,707.00	25,875.35	77,317.28	0.00	227,389.72	25.37
590-000-629.000	SEWER USAGE FEES PER 1K GALLONS	530,184.00	41,850.92	125,758.88	0.00	404,425.12	23.72
590-000-636.000	SEWER CONNECTIONS	1,000.00	0.00	0.00	0.00	1,000.00	0.00
590-000-662.000	SEWER SERVICE PENALTIES	15,000.00	1,193.06	4,561.93	0.00	10,438.07	30.41
590-000-664.000	INTEREST & DIVIDENDS	14,500.00	1,316.44	7,449.41	0.00	7,050.59	51.38
590-000-699.000	TRANSFERS FROM FUND BALANCE	33,500.00	0.00	0.00	0.00	33,500.00	0.00

Fund 590 - WASTEWATER TREATMENT:

TOTAL REVENUES 1,171,701.00 73,995.77 388,802.03 0.00 782,898.97 33.18

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 590 - WASTEWATER TREATMENT							
001	- ADMINISTRATION	238,341.00	11,381.67	40,426.54	0.00	197,914.46	16.96
002	- TREATMENT AND PUMPING	587,852.00	152,752.50	340,430.86	1,019.22	246,401.92	58.08
003	- COLLECTIONS	193,443.00	12,224.83	22,301.44	92,200.00	78,941.56	59.19
004	- MAINTENANCE	151,607.00	12,327.72	54,670.34	0.00	96,936.66	36.06
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Fund 590 - WASTEWATER TREATMENT:		1,171,243.00	188,686.72	457,829.18	93,219.22	620,194.60	47.05
TOTAL EXPENDITURES							

User: NAN
 DB: Cass City
 PERIOD ENDING 04/30/2024
 % Fiscal Year Completed: 33.06

GL NUMBER	DESCRIPTION	2024	AMENDED BUDGET	MONTH 04/30/24	ACTIVITY FOR	YTD BALANCE	ENCUMBERED	UNENCUMBERED	% BDGT
				INCR (DECR)	04/30/2024	NORM (ABNORM)	YEAR-TO-DATE	BALANCE	USED
Fund 591 - WATER SYSTEM									
591-000-544.000	STATE GRANT - DWAM		103,228.00	0.00	0.00	0.00	0.00	103,228.00	0.00
591-000-628.000	WATER OMR FEES		320,678.00	27,559.90	108,335.50		0.00	212,342.50	33.78
591-000-629.000	WATER USAGE FEES PER 1000 GALLONS		387,139.00	25,765.97	51,217.79		0.00	335,921.21	13.23
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	140.00	371.00		0.00	1,829.00	16.86
591-000-662.000	SERVICE PENALTIES		11,500.00	726.43	2,946.87		0.00	8,553.13	25.62
591-000-664.000	INTEREST & DIVIDENDS		20,500.00	1,591.95	7,371.52		0.00	13,128.48	35.96
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	100.00	125.00		0.00	6,775.00	1.81
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Fund 591 - WATER SYSTEM:			906,169.00	55,884.25	170,367.68		0.00	735,801.32	18.80
TOTAL REVENUES									

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 591 - WATER SYSTEM							
001 - ADMINISTRATION		213,788.00	8,802.66	40,876.96	0.00	172,911.04	19.12
002 - TREATMENT AND PUMPING		258,804.00	13,519.46	44,491.09	500.00	213,812.91	17.38
003 - COLLECTIONS		152,446.00	5,327.46	20,471.54	0.00	131,974.46	13.43
004 - MAINTENANCE		21,916.00	79.45	1,065.50	0.00	20,850.50	4.86
011 - DWAM GRANT		103,228.00	5,819.04	6,271.85	0.00	96,956.15	6.08
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TOTAL EXPENDITURES		750,182.00	33,548.07	113,176.94	500.00	636,505.06	15.15

Fund 591 - WATER SYSTEM:

TOTAL EXPENDITURES

PERIOD ENDING 04/30/2024

% Fiscal Year Completed: 33.06

User: NAN

DB: Cass City

ACTIVITY FOR YTD BALANCE

MONTH 04/30/24 04/30/2024

INCR (DECR) NORM (ABNORM)

ENCUMBERED YEAR-TO-DATE

UNENCUMBERED BALANCE

% BDGT USED

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2024	MONTH 04/30/24	INCR (DECR)	NORM (ABNORM)	04/30/2024	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT										
651-000-654.000	DPW CONTRACTING REVENUES	1,545.00	0.00		0.00	0.00	0.00	0.00	1,545.00	0.00
651-000-664.000	INTEREST & DIVIDENDS	10,000.00	932.75		932.75	4,717.93	0.00	0.00	5,282.07	47.18
651-000-670.000	INTERDEPARTMENT RENTALS	435,720.00	19,620.05		19,620.05	105,567.92	0.00	0.00	330,152.08	24.23
651-000-671.000	MISC REIMBURSEMENTS	400.00	0.00		0.00	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	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	0.00	0.00	91,000.00	0.00

Fund 651 - MOTOR VEHICLE & EQUIPMENT:

TOTAL REVENUES	550,665.00	20,552.80	110,285.85	0.00	440,379.15	20.03
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TOTAL REVENUES - ALL FUNDS

5,790,126.00	433,057.78	1,134,754.61	0.00	4,655,371.39	19.60
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 651 - MOTOR VEHICLE & EQUIPMENT							
001 - ADMINISTRATION		550,386.00	13,084.09	57,192.89	50,049.72	443,143.39	19.48
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Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
TOTAL EXPENDITURES		550,386.00	13,084.09	57,192.89	50,049.72	443,143.39	19.48
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TOTAL EXPENDITURES - ALL FUNDS		5,632,027.00	418,087.67	1,467,791.22	367,428.58	3,796,807.20	32.59

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR MONTH 04/30/24 INCR (DECR)	YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		2,032,384.00	78,445.99	133,199.92	0.00	1,899,184.08	6.55
TOTAL EXPENDITURES		2,032,384.00	155,144.07	576,059.30	7,201.89	1,449,122.81	28.70
NET OF REVENUES & EXPENDITURES		0.00	(76,698.08)	(442,859.38)	(7,201.89)	450,061.27	
Fund 202 - MAJOR STREET							
Fund 202 - MAJOR STREET:							
TOTAL REVENUES		547,966.00	101,931.15	127,474.98	0.00	420,491.02	23.26
TOTAL EXPENDITURES		547,966.00	5,985.29	54,848.73	143,539.70	349,577.57	36.20
NET OF REVENUES & EXPENDITURES		0.00	95,945.86	72,626.25	(143,539.70)	70,913.45	
Fund 203 - LOCAL STREET							
Fund 203 - LOCAL STREET:							
TOTAL REVENUES		508,823.00	70,799.31	83,038.75	0.00	425,784.25	16.32
TOTAL EXPENDITURES		507,448.00	20,705.26	95,869.16	72,918.05	338,660.79	33.26
NET OF REVENUES & EXPENDITURES		1,375.00	50,094.05	(12,830.41)	(72,918.05)	87,123.46	
Fund 244 - ECONOMIC DEVELOPMENT							
Fund 244 - ECONOMIC DEVELOPMENT:							
TOTAL REVENUES		22,100.00	18,031.69	18,033.41	0.00	4,066.59	81.60
TOTAL EXPENDITURES		22,100.00	0.00	8,375.54	0.00	13,724.46	37.90
NET OF REVENUES & EXPENDITURES		0.00	18,031.69	9,657.87	0.00	(9,657.87)	
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT							
Fund 401 - CAPITAL PROJECTS: SEEGER STREET PROJECT:							
TOTAL REVENUES		49,818.00	13,416.82	13,551.99	0.00	36,266.01	27.20
TOTAL EXPENDITURES		49,818.00	934.17	14,289.08	0.00	35,528.92	28.68
NET OF REVENUES & EXPENDITURES		0.00	12,482.65	(737.09)	0.00	737.09	
Fund 408 - WATER RECREATION FUND							
Fund 408 - WATER RECREATION FUND:							
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		1,171,701.00	73,995.77	388,802.03	0.00	782,898.97	33.18
TOTAL EXPENDITURES		1,171,243.00	188,686.72	457,829.18	93,219.22	620,194.60	47.05
NET OF REVENUES & EXPENDITURES		458.00	(114,690.95)	(69,027.15)	(93,219.22)	162,704.37	
Fund 591 - WATER SYSTEM							
Fund 591 - WATER SYSTEM:							
TOTAL REVENUES		906,169.00	55,884.25	170,367.68	0.00	735,801.32	18.80
TOTAL EXPENDITURES		750,182.00	33,548.07	113,176.94	500.00	636,505.06	15.15
NET OF REVENUES & EXPENDITURES		155,987.00	22,336.18	57,190.74	(500.00)	99,296.26	

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ACTIVITY FOR		YTD BALANCE 04/30/2024 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
			MONTH 04/30/24 INCR (DECR)	MONTH 04/30/24 INCR (DECR)				
	Fund 651 - MOTOR VEHICLE & EQUIPMENT							
	Fund 651 - MOTOR VEHICLE & EQUIPMENT:							
	TOTAL REVENUES	550,665.00	20,552.80	110,285.85	0.00	440,379.15	20.03	
	TOTAL EXPENDITURES	550,386.00	13,084.09	57,192.89	50,049.72	443,143.39	19.48	
	NET OF REVENUES & EXPENDITURES	279.00	7,468.71	53,092.96	(50,049.72)	(2,764.24)		
	TOTAL REVENUES - ALL FUNDS	5,790,126.00	433,057.78	1,134,754.61	0.00	4,655,371.39	19.60	
	TOTAL EXPENDITURES - ALL FUNDS	5,632,027.00	418,087.67	1,467,791.22	367,428.58	3,796,807.20	32.59	
	NET OF REVENUES & EXPENDITURES	158,099.00	14,970.11	(333,036.61)	(367,428.58)	858,564.19		



TO: Village President and Council

FROM: Debbie Powell, Village Manager

DATE: May 20, 2024

SUBJECT: Downtown Development Authority Loan with Thumb Bank and Pledge of the Village's Full Faith and Credit for Loan

The Cass City Downtown Development Authority (DDA) met on Tuesday, May 14, 2024, and approved a debt consolidation loan with Thumb Bank to reduce monthly expenses, cover demolition costs of the former rental property at 4453 Leach Street, and make improvements to this area for additional downtown parking.

The DDA passed a motion to approve a loan for \$62,000 at a rate of 5.95% fixed for 5 years. The rate to be adjusted based on the current weekly average yield on the 10-year Treasury for a term of 180 monthly payments, estimated payment of \$525/month, with the estimated total interest of \$32,000. The Thumb Bank loan could be paid off early with no penalties.

This is an unsecured loan as it is guaranteed by the pledge of the full faith and credit of the Village of Cass City. The Village would be obligated to pay the loan if the DDA defaulted. Therefore, it is appropriate for the Village Council to approve the use of Village credit for this purpose.

MOTION: To approve the pledge of the Village of Cass City's full faith and credit for a Downtown Development Authority loan with Thumb Bank in the amount of \$62,000 at a fixed rate of 5.95% for 5 years with Treasury adjustment subsequently, for a term of 180 months with an estimated monthly payment of \$525.



April 25, 2024

Village of Cass City
c/o Debbie Powell, Village Manager
PO Box 123
Cass City, MI 48726

Dear Debbie,

Please find our term sheet for the refinance/demo of the Leach & Pine St property. Our interest rate would be 5.95% (tax exempt) and would require the proper tax-exempt documentation from the village.

Please feel free to contact me if you have any questions.

Sincerely,

Thumb Bank & Trust

A handwritten signature in black ink, appearing to read "E. J. Brown".

Eric J. Brown

Vice President, Ag & Commercial Lender

Enclosure

List below is the different proposals for the Leach & Pine St project. Please feel free to contact me with any questions.

Loan Amount \$62,000

Rate: 5.95% fixed for 5 years. Rate to be adjusted based on the current weekly average yield on the 10-year Treasury.

Loan Fee: \$750

Collateral: Unsecured

Reporting Requirements: Annual Financial Statement and Auditor's Report

TB Proposal #1

Term: 120 Monthly Payments

Estimated Payment: \$690/mo

Estimated Total Interest: \$20,500

TB Proposal #2

Term: 180 Monthly Payments

Estimated Payment: \$525/mo

Estimated Total Interest: \$32,000

This is for discussion purposes only and does not represent a bank commitment to lend. An extension of credit would require the submission of all required information, credit approval by Thumb Bank & Trust and the execution of all satisfactory loan documents.



Moving Forward Working Together

TO: Village President and Council

FROM: Nanette Walsh, Clerk/Treasurer

DATE: May 20, 2024

SUBJECT: Authorize Robert Piaskowski, Village President, as signatory on behalf of the Village of Cass City on the 2024 Tax Rate Request (L-4029)

During the process of adopting the 2024 Village of Cass City Budget General Appropriations Act, the Village Council approved setting the 2024 Tax Levy at 18.0051 Mills.

Due to the Headlee Amendment, the allowable tax millage is:

<u>Millage Type:</u>	<u>2024 Millage Adopted by VOCC Budget Hearing/Resolution</u>	<u>2024 Millage Requested</u>
General Operating	12.4089	12.3096 (By Headlee Max)
Streets	4.9162	4.9162 (Budget Resolution)
Community Promotions	0.6800	<u>0.6800 (Budget Resolution)</u>
Total Allowable Tax Levy		17.9058 Mills

(Per Headlee Amendment and 2024 Village of Cass City Budget General Appropriations Act, Adopted December, 2023)

As a function of the Treasurer's duties, the submission of Form L-4029 formalizes the tax levy upon signature of the Village President and the Village Treasurer. This document is forwarded to Tuscola County Equalization for final calculation of the Village Tax Bills.

Therefore, we request the following:

MOTION: To Authorize Robert Piaskowski, Village President, as signatory for certification of the 2024 Tax Rate Request for the Village of Cass City.

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 *

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes
Tuscola

2024 Taxable Value of ALL Properties in the Unit as of 5-28-2024
67,223,095 plus IFTs

Local Government Unit Requesting Millage Levy
Village of Cass City, MI

For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operatin		12.5000	12.4089	.9920	12.3096	1.000	12.3096	12.3096		
Charter	Streets		5.0000	4.9635	.9920	4.9237	1.000	4.9237	4.9162		
PA 359	Promotio		4.0000	-	-	-	-	-	0.6800		

Prepared by
Nanette Walsh

Telephone Number
(989) 872-2911

Title of Preparer
Clerk/Treasurer

Date
05/20/2024

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		Nanette Walsh	05/20/2024
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		Robert Piaskowski	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)

For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal

For Commercial Personal

For all Other

2024 MILLAGE REDUCTION FRACTION COMPUTATION

This form is issued under authority of Sections 211.34d and 211.150, M.C.L. Filing of this form is mandatory. Failure to file is punishable under Section 211.119, M.C.L.

INSTRUCTIONS: This form is to be completed by the county equalization director for all taxing jurisdictions which levy a property tax in his/her county. This form is to be filed with each unit of local government and with the State Tax Commission. Also provide a copy of this form to the equalization director of each county which shares an intercounty taxing jurisdiction. On this initial computation form, the 2024 millage reduction fraction (MRF) can be calculated only for taxing jurisdictions located exclusively within a single county. This will include the county unit as well as all townships and nearly every city and village. The MRF for a school district which is not fractional with any other county can also be calculated and listed on this form. For any taxing jurisdiction which extends into one or more other counties, enter the notation "IC" for intercounty in the indicated column. **This form is to be filed with the State Tax Commission and with each unit of local government which has taxable property located in this county.**

County	Tuscola	1.051		Taxable Value of	Taxable Value of	2024	2024
Code	Taxing Jurisdiction	2023 Taxable	2024 Taxable	Losses	Additions	MRF	BTRF
Tuscola							
	79 TUSCOLA COUNTY	2,186,968,603	2,279,454,774	70,770,807	66,319,744		
	Ad Valorem Minus RZ	2,179,687,504	2,271,992,741	70,770,307	66,319,744	1.0000	0.9561
	1 AKRON TWP	147,231,574	139,256,437	45,005,264	33,823,796	1.0000	0.9696
	2 ALMER CHARTER TOWNSHIP	72,684,074	77,173,697	169,104	868,870	0.9988	0.9503
	3 ARBELA TWP	83,653,631	88,990,506	90,938	380,053	0.9911	0.9430
	4 COLUMBIA TWP	166,225,967	158,380,377	11,426,132	686,978	1.0000	0.9817
	5 DAYTON TOWNSHIP	65,034,754	70,555,788	85,060	1,004,233	0.9815	0.9338
	6 DENMARK TWP	119,775,133	125,886,398	241,497	977,251	1.0000	0.9570
	7 ELKLAND TWP	108,343,869	116,662,434	502,396	3,012,569		
	Ad Valorem Minus RZ	101,062,770	109,200,401	501,896	3,012,569	0.9953	0.9470
	8 ELLINGTON TWP	47,850,548	51,546,927	93,374	1,127,300	0.9955	0.9472
	9 ELMWOOD TWP	46,602,015	49,561,940	53,600	490,986	0.9970	0.9486
	10 FAIRGROVE TWP	148,530,838	147,787,199	949,710	485,800	1.0000	1.0019
	11 FREMONT TWP	92,539,527	98,811,768	343,014	924,870	0.9899	0.9419
	12 GILFORD TOWNSHIP	129,852,123	127,860,815	4,279,414	526,800	1.0000	0.9862
	13 INDIANFIELDS	72,062,203	78,201,578	3,000	1,935,680	0.9930	0.9448
	14 JUNIATA TWP	90,375,559	92,348,076	1,644,100	542,232	1.0000	0.9665
	15 KINGSTON TWP	46,527,714	50,353,956	190,860	1,145,239	0.9897	0.9416
	16 KOYLTON TOWNSHIP	57,287,253	61,895,851	80,394	746,333	0.9832	0.9355
	17 MILLINGTON TWP	135,202,315	145,545,439	497,372	1,929,144	0.9858	0.9380
	18 NOVESTA TWP	46,647,063	51,463,011	57,769	2,119,206	0.9923	0.9442
	19 TUSCOLA TWP	98,171,779	101,329,111	2,620,935	908,190	1.0000	0.9515
	20 VASSAR TWP	107,075,682	115,460,103	910,940	2,908,769	0.9914	0.9433
	21 WATERTOWN TWP	66,250,262	72,797,779	323,790	3,161,790	0.9950	0.9467
	22 WELLS TWP	54,554,166	58,907,361	79,745	1,286,678	0.9936	0.9454
	23 WISNER TWP	33,372,738	34,855,770	366,458	279,553	1.0000	0.9546
	50 CARO	95,755,489	103,561,865	656,598	1,771,453	0.9819	0.9343
	51 VASSAR CITY	55,362,327	60,260,788	99,343	3,275,971	1.0000	0.9698
	AKRON VILLAGE TOTAL	7,914,340	8,562,651	82,800	365,747	1.0000	0.9554
	31 Akron Village 001	5,123,436	5,668,655	6,200	355,147		
	32 Akron Village 010	2,790,904	2,893,996	76,600	10,600		
	35 CASS CITY 007	61,516,651	67,223,095	444,735	2,770,668		
	Ad Valorem Minus RZ	54,235,552	59,761,062	444,235	2,770,668	0.9920	0.9439
	36 FAIRGROVE VILLAGE 010	8,444,323	8,970,414	182,343	165,100	0.9861	0.9383
	37 GAGETOWN 009	3,999,679	4,300,364	13,700	115,700	1.0000	0.9525
	KINGSTON VILLAGE TOTAL	7,076,574	7,692,321	88,057	382,339	1.0000	0.9560
	38 Kingston Village 015	5,564,571	5,935,992	82,557	224,339		
	39 Kingston Village 016	1,512,003	1,756,329	5,500	158,000		
	40 MAYVILLE 011	18,833,531	19,866,019	89,940	219,600	1.0000	0.9540
	41 MILLINGTON VILLAGE 017	21,939,429	23,420,792	373,920	520,100	0.9897	0.9417
	42 REESE 006	33,990,804	36,193,764	65,200	387,951	I.C.	I.C.
	43 UNIONVILLE 004	9,959,923	11,070,935	13,000	467,278	0.9859	0.9381

Village of Cass City Resolution

2024 MILLAGE RATE

A RESOLUTION TO PROVIDE FOR ADOPTION OF THE 2023 MILLAGE RATE

At a Regular Cass City Village Council Meeting held on Monday, December 11, 2023:

MOTION BY: Trustee Leeson SUPPORTED BY: Trustee Hartzell

Now therefore be it resolved, the Village Council hereby adopts the proposed Village of Cass City Millage Rates for 2024 and set the millage to provide the Tax Revenues included in the Adopted Fiscal Year 2024 budget as follows:

	Mills
Village General Operating	12.4089
Streets	4.9162
PA Act 359 – Promotion	0.6800
Total Village Millage:	18.0051

Be it further resolved, 1% administration fee be charged and that ½ of the above millage rates on the Industrial Development Exemption Tax Roll be levied.

Ayes: 5 Nays: 0 Excused: 2

Nanette S. Walsh
Village Clerk/Treasurer

CERTIFICATE

I do hereby certify that the foregoing is a complete and true copy of a resolution, the original of which is on file in my office, adopted by the Cass City Village Council at a regular meeting held on Monday, December 11, 2023.



Clerk/Treasurer, Village of Cass City

VILLAGE OF CASS CITY

RESOLUTION TO APPROVE NOTICE TO PROCEED FOR FISHBECK ENGINEERING TO THE NEXT PHASE OF BID SPECIFICATIONS FOR THE WASTEWATER TREATMENT PLANT PROJECT

WHEREAS, On August 28, 2023, the Village Council approved an agreement with Fishbeck Engineering for engineering services for our Wastewater Treatment Plant Project; and

WHEREAS, the approval of the Fishbeck Engineering Agreement was conditional requiring Village Council approval to advance to each phase of the project; and

WHEREAS, Fishbeck Engineering presented engineering designs that were 90% complete to the Village Council at their Committee of the Whole meeting on May 8, 2024;

NOW, THEREFORE BE IT RESOLVED, the Village of Cass City approves Notice to Proceed for Fishbeck Engineering to the next phase of Bid Specifications for the Wastewater Treatment Plant Project.

ROLL CALL:

AYE:

NAY:

ABSENT:

ABSTAIN:

RESOLUTION:



TO: Village President and Council

FROM: Debbie Powell, Village Manager

DATE: May 20, 2024

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

At the February 26, 2024 meeting, the Village Council gave approval for Spicer Group to provide preliminary engineering services for the water main replacement project in the alley north of Main Street between Seeger Street and West Street. Spicer has completed the preliminary engineering report and met with staff on May 14, 2024 to present their findings. This report was discussed at the Public Safety Committee meeting on May 15, 2024 with the recommendation to bring forward for our next council meeting to proceed with the final engineering design for the project.

This project would cap off the existing water main on M-81. The new water main would be located in the alley and include replacing existing lead water services to the businesses along the route with new water service to the meters in the basements of the buildings. The replacement of lead service lines is a requirement of the Michigan Lead and Copper Rule.

This water main replacement project was anticipated; however, funds were budgeted in the 2024 capital budget for preliminary engineering but not for the final engineering as we could not project its cost. The Village has ample room in its current 2024 Financial Budget in anticipation of these major projects.

MOTION 1: Approve the increase in engineering expenses in line-item # 591-003-800, in the amount of \$74,800.

MOTION 2: Approve Proposal from Spicer Group to Provide Professional Engineering Services for Alley Improvements in the amount of \$68,000 with a 10% contingency for final engineering design, from the water account # 591-003-800.

May 16, 2024

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

RE: Alley Improvements
Village of Cass City

Debbie:

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

Project Background

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

The other improvements to the Alley would include:

1. Restoration of the Alley with an all-season pavement cross section and improved storm drainage
2. The existing water main on Main Street between Seeger Street and West Street would be abandoned and the existing hydrant would be removed.
3. The condition of the existing pavement and parking area just south of the 33' alley is in very poor condition and needs to be addressed. We have proposed an all-season pavement cross section for the Alley restoration.
4. A preliminary estimate of cost & plan for the project is attached for reference.
5. Owner shall provide photos or plumbing schematic for interior water meters.

Scope of Professional Services

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

1. During the Final Design phase, we will:
 - Perform a topographic survey of the area to gather the information necessary to design the project.
 - Design the water main plan sheets in accordance with the Village, local, and state requirements.
 - Design the storm sewer and street plan and profile sheets in accordance with the Village, local, and state requirements.
 - Prepare contract-bidding documents including specifications.
 - Submit plans and specifications for your review and comment.
 - Submit plans to the local utility companies for review and coordination of future utilities.
 - Prepare the permit and submit with plans to the Michigan Department of Environment, Great Lakes and Energy for review and issuance of the Act 399 permit.
 - Develop a Traffic Control Plan.

- Develop Typical Cross Sections for the project.
- Prepare the construction bid advertisement for placement in the local newspaper and our website www.spicergroup.com.
- Answer questions to the Contractors preparing their bids.
- Prepare any necessary Addenda.
- Open bids with you.

2. During the Construction Administration Phase, we will:

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

Additional Services

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

Fee Schedule

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

1. Final Design:
 - Lump Sum in the amount of \$68,000.00
2. Construction Administration:
 - Standard hourly rates with the amount to be determined after a Contractor is selected.


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

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

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

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

Sincerely,



Donald R. Scherzer



Steven Rutkowski, P.E.
Project Manager

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

cc: SGI File 136002SG2024
KAJ, Acctg

Above proposal accepted and approved
by Owner.

VILLAGE OF CASS CITY

By: _____
Authorized Signature

Date: _____

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

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

3.1 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

3.2 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

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

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

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

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

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

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

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

3.6 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

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

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

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

PRELIMINARY ESTIMATE OF COST

CASS CITY ALLEY & WATER MAIN IMPROVEMENTS
 SEEGER STREET TO WEST STREET
 VILLAGE OF CASS CITY
 TUSCOLA COUNTY, MICHIGAN



Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
Water Main & Storm Sewer					
1.	500	Lin Ft	8" PVC Water Main	\$150.00	\$75,000.00
2.	160	Lin Ft	8" Ductile Iron Pipe w/ Nitrile Gaskets	\$200.00	\$32,000.00
3.	1	Each	8"x8" Tapping Sleeve, 8" Valve and Box	\$7,500.00	\$7,500.00
4.	2	Each	8" Valve & Box	\$3,000.00	\$6,000.00
5.	10	Lin Ft	6" PVC Water Main	\$110.00	\$1,100.00
6.	1	Each	6" Valve & Box	\$2,500.00	\$2,500.00
7.	1	Lump Sum	Remove Existing Hydrant & Valve on M-81	\$2,500.00	\$2,500.00
8.	2	Each	Cut and Cap existing Water Main on M-81	\$5,000.00	\$10,000.00
9.	1	Lump Sum	Flowable Fill on M-81	\$30,000.00	\$30,000.00
10.	1	Each	6" Hydrant, Complete	\$5,500.00	\$5,500.00
11.	340	Lin Ft	1" P.E.X. Water Service (Public)	\$70.00	\$23,800.00
12.	800	Lin Ft	1" P.E.X. Water Service (Private)	\$100.00	\$80,000.00
13.	360	Sq. Yd.	9" MDOT, 22A Crushed Limestone (Private)	\$25.00	\$9,000.00
14.	16	Each	Indoor Water Meter Reconfiguration	\$5,000.00	\$80,000.00
15.	16	Each	1" Corporation and Saddle	\$1,100.00	\$17,600.00
16.	16	Each	1" Curb Stop and Box	\$1,100.00	\$17,600.00
17.	1	Lump Sum	Water Main Connection at Seeger Street	\$5,000.00	\$5,000.00
18.	440	Lin Ft	15" RCP Storm Sewer	\$80.00	\$35,200.00
19.	3	Each	Remove & Replace Existing Catchbasins/Manholes	\$6,000.00	\$18,000.00
20.	2	Each	4' Diameter Catch Basin/Manhole	\$5,000.00	\$10,000.00
21.	1	Each	4' Diameter Doghouse/Manhole	\$8,000.00	\$8,000.00
22.	1	Lump Sum	Traffic Control	\$15,000.00	\$15,000.00
23.	1	Lump Sum	Soil Erosion & Sedimentation Control	\$5,000.00	\$5,000.00
24.	1	Lump Sum	Clean Up	\$17,500.00	<u>\$17,500.00</u>
Sub-Total - Water Main & Storm Sewer					\$513,800.00

Pavement

25.	2,350	Sq. Yd.	Remove Existing Pavement	\$7.00	\$16,450.00
26.	1,950	Cu. Yd.	Earth Excavation	\$20.00	\$39,000.00
27.	200	Cu. Yd.	Subgrade Undercut	\$30.00	\$6,000.00
28.	50	Cu. Yd.	Non Hazardous Contaminated Soil Removal	\$100.00	\$5,000.00
29.	550	Sq. Yd.	6" MDOT, 22A Crushed Limestone	\$15.00	\$8,250.00
30.	550	Sq. Yd.	9" Non-Reinforced Concrete Surface	\$100.00	\$55,000.00
31.	2,350	Sq. Yd.	12" Sand SubBase	\$10.00	\$23,500.00
32.	1,800	Sq. Yd.	12" MDOT, 22A Crushed Limestone	\$20.00	\$36,000.00
33.	300	Tons	2" HMA, Base Course (4EML)	\$130.00	\$39,000.00
34.	300	Tons	2" HMA, Leveling Course (4EML)	\$130.00	\$39,000.00
35.	300	Tons	2" HMA, Wearing Course (5EML)	\$130.00	\$39,000.00
36.	40	Lin. Ft.	Detectable Warning Surface	\$100.00	\$4,000.00
37.	460	Sq. Ft.	Remove & Replace 6" Concrete Sidewalk Ramp	\$25.00	\$11,500.00
38.	2	Each	Concrete Manhole Collar	\$2,000.00	\$4,000.00
39.	1	Lump Sum	Traffic Control	\$7,500.00	\$7,500.00
40.	1	Lump Sum	Soil Erosion & Sedimentation Control	\$2,500.00	\$2,500.00
41.	1	Lump Sum	Clean Up	\$12,500.00	<u>\$12,500.00</u>
Sub-Total - Pavement					\$348,200.00
Sub-Total - Construction Cost					<u>\$862,000.00</u>
Preliminary Engineering					\$6,000.00
Engineering					\$68,000.00
MDOT Permitting					\$5,000.00
Construction Administration, Staking, and Inspection					\$103,000.00
Materials Testing					\$17,000.00
Contingencies					<u>\$105,000.00</u>
TOTAL PRELIMINARY ESTIMATE OF COST					\$1,166,000.00

Spicer Group, Inc.
April, 2024



Moving Forward Working Together

TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: May 20, 2024
SUBJECT: Approve Quote from Endeavor Tree

There are numerous trees throughout the village that are dying or rotting, many of which are much too big for our crews to handle. We were contacted or visually found 5 trees that are very bad and are a safety concern that need to be addressed. We contacted 3 local companies for quotes to have these trees removed and cleaned up around the area.

Quotes were received until May 16, 2024 they were as follows:

- Endeavor Tree \$7,100.00 (Complete restoration, black dirt and Seed)
- Kappen Tree Service \$6,250.00 (No restoration)
- Flynn Tree Service \$13,600.00 No restoration)

Funds are available in account #101-441-800.

We recommended the quote by Endeavor Tree to remove tree, grind stump and preserve area with black dirt and seed of the trees quoted. Endeavor has done a great job for the village in past years and leaving completely restoration with grass seed applied.

MOTION: Approve the quote by Endeavor Tree for removal of trees and stumps in the amount of \$7,100.00 plus a 5% 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

705031

CUSTOMER'S ORDER NO. 989 798 8536	DEPARTMENT	DATE 11/27/21
NAME		
ADDRESS		
CITY, STATE, ZIP		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAD OUT
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	4292 SCORCH ST		
2	LARGE MAPLE (hand)	\$1.075	
3	4292 SCORCH ST		
4	4454 MAPLE (hand)	\$1.475	
5	4454 SCORCH ST		
6	4454 MAPLE (hand)	\$1.225	
7	4454 MAPLE (hand)	\$1.625	
8	4457 MAPLEST		
10	LARGE MULDORE (hand)	\$1.575	
11			
12			
13			
14			
15			
16	ENDEAVOUR TREE 7600 Daus Road Cass City, MI 48726 (989) 325-2619 or 975-2082		
17			
18			

RECEIVED BY

A 5006
T-44321/48350

KEEP THIS SLIP FOR REFERENCE

01/11



Moving Forward Working Together

TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: May 20, 2024
SUBJECT: Approve agreement with ASCO Power Services

The Village of Cass City uses ASCO power Services for the service and maintenance of the Wastewater Treatment Plant switchgear. ASCO Power provides a 5 year contract term which would save the village a minimum of 6.75% versus staying with yearly service contracts. Signing a five-year contract would ultimately put the total cost over \$5,000 purchasing limit for the entire contract term.

The service is a yearly service contract costing the village \$1,517.00 in years 1-3, \$1,592.85 in year 4 and \$1,672.49 in the 5th year.

Keeping the switchgear on an annual maintenance and service contract is imperative to the wastewater plant. The switchgear is critical for the plant to be able to switch power feeds our backup generator if DTE power goes down.

Funds are available in account #590-004-800.

MOTION: Approve ASCO Power Services Agreement for service of the switchgear at the Wastewater Plant, for a term of five (5) years at an annual fee of \$1,517.00 for years 1-3, \$1,592.85 for year 4, and \$1,672.49 for the 5th year.

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

January 19, 2024

Proposal # 132122

Rj Klaus
Village Of Cass City
3998 Doerr Road
Cass City, MI 48726

Continuation of your periodic scheduled maintenance is essential to sustain your Emergency Power Equipment. Your current agreement expires on April 4, 2024. ASCO Power Services is pleased to offer the following maintenance package.

Annual equipment maintenance will be performed by factory trained field technicians directly employed by ASCO Power Technologies, L.P or ASCO Power Services, Inc., in accordance with the attached maintenance checklist(s) and list of covered equipment. When necessary, maintenance can be scheduled for off-hours and weekends. ASCO Power Services Maintenance Programs can be custom tailored to meet your unique requirements.

The maintenance agreement provides more than just an annual maintenance visit. It establishes your partnership with ASCO Power Services. Additional benefits include:

ESSENTIAL MAINTENANCE

- Priority emergency service response.
- Emergency Service Calls at no additional charge.
- Discounts on replacement parts.
- Discounted labor rates for additional services such as standby assistance or additional testing. Discounts cannot be applied such that compensation would fall below applicable prevailing wage rates.
- Direct access to OEM repair parts.
- Prompt notification of factory upgrades and new product releases.
- Access to the ASCO Power Services "Emergency Stock" of replacement transfer switches located strategically throughout the U.S.
- Computer generated service reports for all covered equipment.
- Optional Circuit Breaker Preventative Maintenance and/or Infrared Scan.

If you choose to accept our proposal, please complete the Maintenance Selection Form and return.

Pricing established for this agreement has been negotiated for the planned activities to take place 7x24, Monday through Sunday.

Schneider Electric believes in enforcing strong, safe working practices and in protecting our Field Service Representatives. We schedule our Field Service Representatives in accordance with our Human Factors Policy, which can be provided upon request.

Circuit breakers, protective devices, and battery replacement and testing are excluded. Replacement circuit breakers, protective devices, and batteries will be supplied at appropriate price discounts. Electrical work required to disconnect, reconnect, jumper, or rework is excluded as is rigging, drayage, storage and handling. Replacement of an ASCO transfer switch is at the option of ASCO Power Services. Other manufacturer's product replacement is expressly excluded, including engine/generator components.

Circuit Breaker testing and Infrared Scan will only be performed if the additional service(s) are selected on the Maintenance Program Selection Form herein.

Thank you for your consideration in making Asco Power Services, Inc. your service partner.

Sincerely,

Austin Orme
Sales Representative
Asco Power Services, Inc.

Phone: (513) 859 9179
E-mail: Austin.Orme@se.com

Cass City Wwtp

List of Covered Equipment:

Should you find any discrepancies or errors with this list please notify your local account representative prior to the service date so that we may make the appropriate corrections.

Site Address: Cass City Wwtp, 3998 Doerr Road, Cass City, MI

Equipment Designation	Catalog Number	Serial Number
	H7ACUSA31200N5ZC	1521774WE

Essential Pricing Options:

Terms in Years	Year to Year	Multi-Year
Year 1	\$1,517.00	\$1,517.00
Year 2	\$1,592.85	\$1,517.00
Year 3	\$1,672.49	\$1,517.00
Year 4	\$1,756.12	\$1,592.85
Year 5	\$1,843.92	\$1,672.49

Cost Comparison:

5 years of annual maintenance administered and renewed each year:	<u>\$8,382.38</u>
5 year Maintenance Agreement, if accepted up front and invoiced annually:	<u>\$7,816.34</u>
A multi-year agreement can save your organization at least 6.75 % over 5 years:	<u>\$566.04</u>

Maintenance Program Selection Form

Proposal # 132122

Please Select the Program Term and Type:

<p>Program Term:</p> <p><input type="checkbox"/> 5 Year <input type="checkbox"/> 3 Year</p> <p><input type="checkbox"/> 4 Year <input type="checkbox"/> 2 Year</p> <p><input type="checkbox"/> 1 Year</p>	<p>Program Type:</p> <p><input checked="" type="checkbox"/> Essn</p>
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Payment Methods: Company Purchase Order, Credit Card or Signed Selection Form

Purchase Order Number: _____ (Please Attach Hard Copy)

Credit Card Holder's Name: _____ Phone: _____

Tax Exemption #: _____ Email: _____

Applicable taxes will be included on your invoice unless formal documentation is provided with your order. If you are classified as tax exempt, please provide your tax exemption number and a copy of your exemption certificate.

This maintenance package will become active and invoicing will commence annually upon receipt of company purchase order, credit card information or signed selection form.

Should it become necessary for your company to cancel a service agreement with Asco Power Services, please understand the following:

Essential Service Agreements provide for annual scheduled maintenance and emergency service calls. Discounts are provided for replacement parts, as required, to complete repairs. Cancellation should be filed in accordance with our standard terms & conditions, 30 days. Upon receiving your letter or notice, we will determine whether any work has been executed under this agreement. If so, we will contact you to arrange for your final payment to Asco Power Services. If no work has been done, there will be no further invoices. Also understand that associated discount levels for our contract customers will be revised to standard time & material rates.

In the event, Asco Power Services has received advance payment (a multi-year agreement for example), we will calculate any remaining payment for services rendered and arrange for a credit or refund.

Asco Power Services will not refund or credit any part of unused services paid herein due to customer scheduling delays, work postponement by customer or changes in work scope.

Bill To: _____

Site Contact: Rj Klaus
 Phone: (989) 872 3153
 Email: ccwater@casscity.org

(If any of the above information is incorrect, please make the required changes)

Customer Signature: _____ Date: _____

Please Remit the Completed Form to your Local Rep:	
Austin Orme, Sales Representative	Phone: (513) 859 9179
Email: Austin.Orme@se.com	Fax:

SERVICE AGREEMENT

This Service Agreement ("Agreement"), dated this ____ day of _____ 20__, is made between Asco Power Services, Inc., a New Jersey corporation ("Seller") and _____ ("Buyer").

Preliminary Statement:

Buyer wishes to engage Seller to provide Buyer with the services described in the attached proposal (the "Services"), and Seller wishes to provide such Services to Buyer according to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Seller and Buyer agree as follows:

1. Scope of Services: Seller agrees to provide the Services as described in the attached Proposal # 132122 (the 'Proposal') to Buyer at the times on the schedule provided in the Proposal.
2. Term: Seller shall provide the Services over a period of ____ year[s] from the date hereof (the 'Term'). Upon the parties' mutual agreement to (i) extend the Term for an additional year, (ii) any changes to the scope of the Services, as may be provided in an amendment to the Proposal, and (iii) any changes to the compensation paid Seller, as may be provided in an amendment to the Proposal, the Term shall be extended for a period of one additional year.
3. Compensation: Buyer agrees to pay Seller the amounts indicated in the Proposal for the Services within thirty (30) days of Seller's invoice. In the event the parties elect to extend the Term, any modifications to such compensation shall be provided in an amended Proposal. Buyer acknowledges applicable prevailing wage rates may increase. Buyer agrees that you will pay the legally applicable minimum wage rate for the work performed.
4. Incorporation of Terms: Both the Proposal and the Asco Power Services Terms and Conditions of Sale attached hereto are hereby incorporated by reference into this Agreement. In the event the terms of this Agreement conflict with either the Proposal or such Terms and Conditions of Sale, the terms of this Agreement shall govern.
5. Wage Rates: Buyer assumes responsibility to inform Seller if applicable prevailing wage laws apply to any of the services delivered herein. This would include any unexpected, or additional work that arises in the course of any services Seller provides to Buyer. If prevailing wage rates apply, Buyer agrees to provide written notification to Seller; otherwise, Buyer will assume prevailing wage laws do not apply. You agree that all work subject to applicable prevailing wage laws will be paid at the appropriate rate for the work performed.

IN WITNESS WHERE TO the parties to this Agreement have executed it as of the date first above

written.

SELLER

Asco Power Services, Inc.

BUYER

By: 

By: _____

Name: Michael Robison

Name: _____

Title: Midwest Regional Sales Manager

Title: _____

ASCO AUTOMATIC TRANSFER SWITCH SCHEDULED MAINTENANCE CHECKLIST

ASCO 962, 434 AND 7000 SERIES BYPASS MODELS DO NOT NEED TO BE DE-ENERGIZED

Procedure	Transfer Switch Status	
	De-energized	Energized
1. De-energize the switchgear and engine start signals.	Yes	No
2. Secure and lockout normal and emergency disconnects.	Yes	No
3. Remove the arc chutes and pole covers.	Yes	No
4. Verify and record all sensing and time delay functions in the switchgear.	Yes	Yes
5. Vacuum clean the accumulated dust from the switchgear and accessory panels.	Yes	Yes
6. Inspect for moisture or signs of previous wetness or dripping.	Yes	Yes
7. Remove dirt and grime with an approved solvent.	Yes	Yes
8. Clean and lubricate TS coil and operator linkage.	Yes	Yes
9. Inspect all insulating parts for cracks or discoloration due to excessive heat.	Yes	As Allowed
10. Inspect all main arcing contacts for excessive erosion.	Yes	Meter
11. Inspect all main current carrying contacts for pitting and discoloration due to excessive heat.	Yes	No
12. Perform contact resistance test on normal and emergency main contacts.	Yes	Meter
13. Inspect and clean all add-on panels and accessories.	Yes	Yes
14. Re-install arc chutes and pole covers.	Yes	N/A
15. Manually operate the main transfer movement to check proper contact alignment, deflection gap and wiping action and control contact operation.	Yes	No
16. Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary.	Yes	Controls Only
17. Reconnect Engine Start.	Yes	N/A
18. Re-energize the switchgear and conduct a test by simulating a normal source failure.	Yes	As Allowed
19. Perform millivolt drop readings across normal and emergency main contacts during transfer test.	Yes	Yes
20. Download event log and ATS Settings (Group 5 Controller only)	Yes	No
21. Prepare Computer Generated Report* of inspection for each piece of equipment and submit to customer.	Yes	Yes

*A sample of this report is available upon request.

ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

1. Contract Terms. These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.

2. Prices. Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. Services Terms: Additional charges will be billed to Purchaser at Seller's then prevailing labor rates or the prevailing wage rate required by law for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.

3. Taxes. Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. Terms of Payment. Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

5. Delivery and Schedule. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.

6. Risk of loss. Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.

7. Substitutions. Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. Shortage. Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. Installments. Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. Force Majeure. Seller will be excused from and not be liable for any non-performance if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the order. This includes but is not limited to the following: epidemic, pandemic, public health emergency, war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout, or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, cyber attack, embargo, car shortage, wrecks or delays in transportation, non-delivery, unavailability or shortages of materials, parts or components or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery or performance accordingly and the price will be adjusted to compensate Seller for the delay. Seller reserves the right to cancel an order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof. In no event shall Seller be subject to any contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default as a result of an event under this Section.

11. Standard Warranty. Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. Exclusions & Limitations: This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services: With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.

12. Return of Products. No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will pay the carrier and deduct the freight charges from the credit unless the return results from Seller error, in which case freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product return policy as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

13. Intellectual Property. Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark or copyright infringements.

14. Software. Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

16. Insurance. Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

17. Import and Export. Seller is subject to the laws of, and the items provided by Seller under these Conditions of Sale contain or may contain components and/or technologies from, the United States of America ("US"), the European Union ("EU") or other nations. Purchaser acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other items and/or the embedded technologies (hereinafter referred to as "Deliverables"), and all activities carried out under these Conditions of Sale shall fully comply with applicable trade, export control, economic or financial sanctions or anti-boycott requirements imposed, administered or enforced from time to time by the United States, the United Kingdom, the European Union, and other applicable jurisdictions (hereinafter referred to as "International Trade Controls"). Unless applicable International Trade Controls authorizations have been obtained from the relevant authority and Seller has approved, the Purchaser shall not transact on Seller's behalf with, and Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable International Trade Controls; or (ii) be used for those purposes and fields restricted by the applicable International Trade Controls. Purchaser also agrees that the Deliverables will not be used either directly or indirectly in any missiles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons, or for any other prohibited end-use or end user unless authorized under International Trade Controls. Purchaser represents and warrants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with International Trade Controls, and shall not otherwise undertake any action that violates or would cause Seller to violate International Trade Controls. Purchaser agrees to fully cooperate and provide all documentation that Seller identifies as necessary or advisable to support compliance with International Trade Controls. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the International Trade Controls would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable International Trade Controls if it fulfilled the order, Seller shall be excused from all obligations under such order.

18. Health and Safety Compliance. Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. Purchaser shall at all times conduct itself in accordance with the highest standards of ethics and comply with all laws, rules, regulations, statutes, court decisions and guidance issued by any local, state, federal or foreign governmental authority or any political subdivision or instrumentality thereof. Purchaser shall, and shall cause its affiliates and its and its affiliates' respective employees, officers, directors, managers, members, partners, shareholders, agents, attorneys or third-party advisors ("Representatives") to comply with the US Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Purchaser covenants and agrees that it shall not (and that it shall cause its affiliates and its and its affiliates' respective Representatives not to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third person or entity, including any Non-US Official (as such term is defined in the FCPA), in each case, in violation of the FCPA, the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Purchaser further covenants that it shall (and that it shall cause each of its affiliates and its and its affiliates' respective Representatives to) maintain systems of internal controls (including accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Upon request by Seller, the Purchaser shall provide responsive information and certifications (and/or allow Seller to review books and records) concerning the Purchaser's, its affiliates' and its and its affiliates' respective Representatives' compliance with applicable anti-bribery or anti-corruption laws, rules, regulations and statutes to Seller and its affiliates. The Purchaser shall promptly notify Seller if the Purchaser becomes aware of any violation of this section or any action, suit or proceeding brought against the Purchaser, its affiliates or its or its affiliates' respective Representatives in connection with any applicable anti-bribery or anti-corruption laws, rules, regulations and statutes. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's TrustLine. The TrustLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

19. Witness of Tests & Factory Inspections. Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

20. Patterns and Tools. Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

21. Nuclear Applications. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

22. Nature of Relationship. Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

23. Termination. Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and (a) for Services, upon reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit; (b) for Product, upon payment of the following termination charges, based on the price of the terminated Purchase Order: 20% after issuance of approval drawings; 50% after release to manufacturing; 100% after start of fabrication. Special or custom ordered Products are not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

24. Cancellation. Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

25. Amendments. No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

26. Applicable Laws. All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of Delaware, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

27. Indemnity. Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

28. Prevailing Wage Rates. Purchaser agrees to provide written notice of legally required prevailing wage rates. Without written notice of legally required prevailing wage rates, Seller will assume Purchaser has concluded any applicable prevailing wage rates do not apply. Purchaser agrees to indemnify and defend Seller to the fullest extent of the law in any action (including but not limited to a lawsuit or proceeding before an administrative body or delegatee thereof) concerning applicable prevailing wage rates or classifications.

DISCLAIMER: The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors) employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or terms of default.



Moving Forward Working Together

TO: Village President and Council
FROM: Deboria L. Powell, Village Manager
DATE: May 20, 2024
RE: Approve Demolition of 4281 Ale St.

The residence located at 4281 Ale Street in the Village of Cass City is not habitable due to a fire. It is a blighted structure and constitutes a public nuisance under the Village of Cass City Code of Ordinances.

The Village has been in contact with the property owner since 2019 to work on remediation of the fire damaged building to make it habitable again. At one point the owner was living in the house which is dangerous building. There has been little improvement and many citations have been issued. The Village routinely receives complaints about the property. The Village has been to court on this matter many times over the past several years.

On April 11, 2024, in the Circuit Court for the County of Tuscola, judgement was made to allow demolition of the house at 4281 Ale Street by T&T Excavating and Landscaping, LLC. This contractor provided an estimate of \$12,500 two years ago and will keep the same price. As they are listed in the Consent Judgment, we are to use this contractor for our demolition.

The demolition cost of \$12,500 was not budgeted in the 2024 budget. Funds are available in the General Fund Fund Balance.

MOTION: Approve demolition of house located 4281 Ale St. by T&T Excavating and Landscaping LLC in the amount \$12,500, plus 10% contingency.

This institution is an equal opportunity provider and employer.

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

T&T Excavating and Landscaping LLC

4165 Koepfgen Rd, Cass City MI 48726
(989) 415-5919 (989) 415-6257

January 8, 2023

Village of Cass City
6506 Main St
Cass City, MI 48726

Proposal:

Demolition of house at 4281 Ale St, Cass City, MI 48726

Price includes equipment, dumpsters, material to backfill the basement, and labor for the demolition of the house at 4281 Ale St. according to the following agreed term's between the Village of Cass City and T&T Excavating and Landscaping, LLC.

We propose hereby to furnish the labor, material and equipment to complete the job in accordance with the above specifications for the sum of:

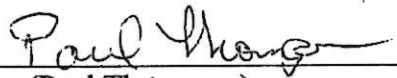
Twelve thousand, Five hundred Dollars (\$12,500)

Payment to be made as follows:

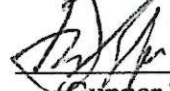
- 50% start of project (\$6,250.00)
- 50% upon completion (\$6,250.00)

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

AUTHORIZED SIGNATURES



(Paul Thompson)



(Gunnar Thompson)

ACCEPTANCE OF PROPOSAL - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

**Cass City Downtown Development Authority
Minutes
March 12, 2024**

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

BOARD MEMBERS PRESENT: Christine Anthony, Tyler Erla, Andrew Klco, David Weiler, Village President Robert Piaskowski

ABSENT: Eric Brown, Misty DeLong, Jon Ligrow, Amy Peters, Cass City Chamber Administrator

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

Motion to approve the minutes from the February 13, meeting by Anthony and supported by Klco. Motion Carried.

Motion to approve the February 29, 2024, Financial Report was made by Erla and supported by Klco. Motion Carried.

Refinance DDA Debt: Eric Brown joined the meeting via phone and explained the two proposals for the refinance/demo loan for the Leach & Pine Street property.

Motion to accept the loan proposal from Thumb Bank & Trust for a loan of \$67,000 for 180 monthly payments, estimated payment \$585/month at a tax-exempt fixed rate of 5.45% for 5 years with rate adjusted based on the weekly average yield on the 10-year Treasury, Loan Fee of \$750 was made by Erla and supported by Anthony. Motion Carried.

Citizen Comments: Barb Kirn mentioned the importance of the Cultural Center Building as it relates to the history of the Village and the importance of restoring this building because of the shared wall with other buildings in the block. She gave an example of a building in Mayville that was demolished and the one building left standing is now unusable due to the damage caused by the demolition of the first building. We do not want this to happen in Cass City. Kirn said the Cass City Cultural Center Historical Group wants to establish a working relationship with the Cass City DDA. They have received their non-profit status and are now able to receive donations. They are in the process of seeking grants from the Pinney Foundation and The Tuscola Community Foundation and other fundraising events to help cover some of the Blight Elimination items that the State Grant will not cover.

Motion for the Cass City DDA to support the Tuscola County Land Bank Authority/Cass City Cultural Center Stabilization Proposal and agrees to the terms of the grant and to fundraising or funding the grant match and providing in-kind services by Erla and supported by Klco. Motion Carried.

Tuscola County EDC Report: No report.

Page 1 of 2, March 12, 2024
Cass City DDA

Chamber of Commerce Report: No report. Was mentioned the Freedom Festival Committee recently held its first meeting.

Klco left the meeting at 2:23 pm.

Leach Street Property: Village Manager Powell received several bid quotes for the demolition of the Leach Street Property but due to the lack of a quorum, voting is tabled until the next meeting in April.

MEDC Match on Main Grant: Radabaugh mentioned the Match on Main grant is back in the amount of \$25,000, with a 10% match, to help another business with indoor improvements.

2023 Annual DDA Report: The DDA Annual Report was presented but, due to the lack of a quorum, will need to wait until next month for approval.

By consensus, the meeting was adjourned at 2:26 pm.

Respectfully Submitted,

Linda W. Miller

Administrative Assistant



Moving Forward Working Together

May 20, 2024

To: Village President and Council

From: Cass City Downtown Development Authority

RE: Reappointments to the Cass City Downtown Development Authority

On May 14, 2024, the Cass City Downtown Development Authority voted to recommend:

Eric Brown, Jon Ligrow, and David Weiler be reappointed the Downtown Development Authority board with a term ending May 1, 2028.

These gentlemen have relayed their interest in continuing to serve on the board. This request asks that you approve their reappointments to the Downtown Development Authority.

MOTION: Approve reappointing Eric Brown, Jon Ligrow, and David Weiler to the Cass City Downtown Development Authority with a term ending May 1, 2028.

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

Cass City Economic Development Corporation (EDC)
Minutes
March 12, 2024

BOARD MEMBERS PRESENT: Christine Anthony, Tyler Erla, David Weiler, Village President Robert Piaskowski

ABSENT: Eric Brown, Misty DeLong, Andrew Klco, Jon Ligrow, Amy Peters, Cass City Chamber Administrator

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

Due to the fact that only four members of Cass City Economic Development Corporation (EDC) were present, out of a full board of nine members, there was no quorum.

No formal meeting of the Cass City Economic Development Corporation was held.

Next Meeting is scheduled for April 9, 2024.

Respectfully submitted,

Linda W. Miller
Administrative Assistant



Moving Forward Working Together

May 20, 2024

To: Village President and Council

From: Cass City Economic Development Corporation

RE: Reappointments to the Cass City Economic Development Corporation

On May 14, 2024, the Cass City Economic Development Corporation voted to recommend:

Eric Brown, Jon Ligrow, and David Weiler be reappointed the Economic Development Corporation board with a term ending May 1, 2028.

These gentlemen have relayed their interest in continuing to serve on the board. This request asks that you approve their reappointments to the Economic Development Corporation.

MOTION: Approve reappointing Eric Brown, Jon Ligrow, and David Weiler to the Cass City Economic Development Corporation with a term ending May 1, 2028.

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.

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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



Moving Forward Working Together

May 20, 2024

To: Village President and Council

From: Cass City Planning Commission

RE: Reappointments to the Cass City Planning Commission

On May 15, 2024, the Cass City Planning Commission voted to recommend:

Joe Leeson, Gary Barnes, Heather Severance and Erik Tamlyn be reappointed the Planning Commission board with a term ending May 1, 2027.

These individuals have relayed their interest in continuing to serve on the board. This request asks that you approve their reappointments to the Planning Commission.

MOTION: Approve reappointing Joe Leeson, Gary Barnes, Heather Severance and Erik Tamlyn to the Cass City Planning Commission with a term ending May 1, 2027.

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.

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TO: Village Council
FROM: Debbie Powell, Village Manager
DATE: May 20, 2024
RE: May 2024 Manager's Report

Items of Note:

Spring is always a busy time of year. The Village is receiving many calls, visits and permit requests for homeowner projects for sheds, fencing, RV storage, etc. I am glad that the community is checking to make sure they are compliant with our Code of Ordinances before adding to or improving their properties.

Tuscola County Economic Development Corporation

I am pleased to report that MSU and Tuscola County EDC have hired an Executive Director to replace Steve Erickson upon his retirement. Our new hire is Trevor Keyes, an experienced Executive Director for economic development who comes to us from a neighboring community, Bay County. Trevor Keyes worked for Bay Future, Inc. in many capacities and most recently as their Executive Director. Please find more information in the attached press release.

2025 Water Main Relocation Project

The Village has been planning a water main replacement project in the alley north of Main Street between Seeger Street and West Street for the past two years. Spicer has completed the preliminary engineering report and met with staff on May 14, 2024, to present their findings. The Public Services Committee and staff are recommending we proceed to the final engineering phase of the project.

This project would cap off the existing water main on M-81. The new water main would be located in the alley and include replacing existing lead water services to the businesses along the route with new water service to the meters in the basements of the buildings. The replacement of lead service lines is a requirement of the Michigan Lead and Copper Rule. The project would also include reconstruction of the two-block area of the alley roadway. The condition of the road is so deteriorated that a full reconstruction is required. At this time, we

anticipate the specifications to be sufficient for semi-truck traffic with both asphalt and concrete. There will be some impact to the adjacent streets of West and Leach on the side of the alley.

Village Property For Sale

I have been working on a survey for the two Village parcels on Third Street. The survey research determined that what appears to be an alley, may not be. There are times when fragments of land are not platted or listed, and by default they belong to the Village. I will be consulting with the Village Attorney on how to proceed as we have a purchase agreement on both parcels.

In addition, I spoke to the Planning Commission at their meeting on May 15th concerning the need to rezone the two parcels the Village has listed in the Industrial Park as they are currently zoned residential. This will require a change to our Zoning Ordinance and Map.

Wastewater Treatment Plant Financing

In anticipation of the next phase of financing for our wastewater treatment plant project, the Village will be working with USDA to issue a revenue bond. This project is anticipated to be approximately \$16 million and will require planning to invest funds securely between draw downs. The FDIC limitation of \$250,000 for a Certificate of Deposit is not a secure and reasonable solution. The Clerk/Treasurer and I met with representatives from Independent Bank to discuss secure investment options such as ICS' and CDARS'. The benefits from these accounts are: they are fully insured, earn interest, negotiable interest rate per service, flexible, convenient and easier to manage, liquid assets, and funds are deposited locally. Information on these accounts will be provided to you via email.

Demolitions

There are several dangerous and blighted buildings in the Village. I have been working with Code Enforcement, the Police Chief, the Village Attorney, and the court to obtain a Consent Judgment to demolish a fire damaged dangerous building on Ale Street. Included in your packet is a request to hire T & T Excavating & Landscaping to demolish the house. We did not go out for bid as two years ago, this has been in process since 2019, we received a quote from T & T and their company was listed in the subsequent Consent Judgment. As they held the same price, I recommend approval of their demolition proposal.

I have also been working with the DDA as they seek to demolish the former rental property they own at 4453 Leach Street. DTE is the only utility to be removed from the property, and they are scheduled to remove service on or before June 4. All other utilities have been taken care of previously.

In other news, I would like to remind you that the Village Clean Up and tire collection date is Saturday, June 8th from 9:00 am to 1:00 pm in the Municipal Building parking lot. Volunteers are always welcome.



TUSCOLA COUNTY
ECONOMIC DEVELOPMENT CORP

Empowering Leaders in Agriculture, Manufacturing, and Clean Energy

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

News Release:

For release: May 17, 2024

Contact: Jim McLoskey
989-673-2849

The Tuscola County Economic Development Corporation will have a new Executive Director at the helm of the agency beginning next month.

During its May board meeting, the EDC Board of Directors voted to hire Trevor Keyes as its Executive Director to start the position on June 3. Keyes was chosen for the job following an extensive, state-wide search conducted by a committee formed by the EDC and MSU Extension.

EDC Board Chair and Cass City Village Manager Debbie Powell said Keyes is uniquely qualified for the job. "We were looking for someone with lots of experience in the various fields of economic development who can continue the long tradition of the EDC getting positive results and can hit the ground running." Powell also thanked the leadership team at MSU Extension in Caro and on campus in East Lansing for providing great assistance over the past few months in the well-prepared interview and selection process.

Keyes most recently served for seven years as President and CEO of Bay Future—the county-wide economic development organization in neighboring Bay County. He said Tuscola County is an excellent location for him to continue his passion for helping businesses grow and creating new job opportunities for this region of Michigan. "I look forward to meeting with both current and future business owners and managers, as well as local unit of government representatives, to move Tuscola County forward with reaching the goals that have been set by the EDC."

Keyes received his certification as an Economic Development Finance Professional from the National Development Council in 2017 and graduated from Leadership Bay County in 2013. He has also served on the Great Lakes Bay Michigan Works Workforce Development Board, the Saginaw Valley State University Board of Fellows, the Downtown Bay City Board of Directors and the Regional Convention and Visitors Bureau Board of Directors. He is a graduate of Michigan State University.

Keyes is only the fourth person to serve as Executive Director of the Tuscola County EDC since the agency was formed in 1982 by the County Commissioners and staffed in 1984. The EDC has assisted with several major projects and businesses locating and expanding here—such as POET, the Dairy Farmers of America, LaBudde Group, Walbro and Quality Roasting. The EDC is also involved in other groups such as the Tuscola County Brownfield Redevelopment Authority, the Land Bank Authority and the LEAD Tuscola leadership training program.

Keyes replaces former Director Steve Erickson who retired from the EDC in January. Keyes can be reached by calling the EDC office in Caro at 989-673-2849.



Moving Forward, Working Together

COMMUNITY DEVELOPMENT SUMMARY MAY 2024

- Marketing RFP selected (New Moon Visions) and conducted an initial interview call with Village Manager.
- Continued participation in community economic engagement through various monthly meetings; DDA/EDC, L.E.A.D. Tuscola, Cass City Chamber, Freedom Festival, Farmers Market.
- Continued retention/engagement visits with local businesses and outreach to new businesses.
- Participated in webinar on Michigan Shared Streets & Spaces grant to explore bike racks downtown.
- Attended Rural Partners of Michigan Conference and provided summary to Village Manager and forwarded DDA presentation to Board.

PARKS & RECREATION SUMMARY MAY 2024

- Conducted monthly P&R meeting on 5-14-24.
- Gathering quotes on basketball court resurfacing/stripping.
- Interviewed and hired 12 lifeguard staff, including Pool Coordinator.
- Established new employees' files, work permits, lifeguard scheduling for first two weeks, entering swim lessons and developed action plan for new Pool Coordinator.
- Assisted in pool cleaning/set-up for Health Dept. inspection slated for 5-22-24.
- Interviewed and hired 3 seasonal parks employees to begin by 6-3-24.
- Speaker at Rotary club meeting on 5-15-24 (update on Parks Department).
- Attended Cass River Greenway meeting to continue discussion on rustic kayak launch site south of Cass City.
- Continued to work with Parks Supervisor on daily/weekly tasks and provide oversight.
- Coordinated DTE and Tuscola Co Jail crew volunteers for paint projects in the park.

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

VILLAGE OF CASS CITY
DEPARTMENT OF UTILITIES
VILLAGE COUNCIL SUMMARY REPORT
APRIL 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.
- Collected and sent in our quarterly PFAS samples
- 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.
 - On April 1, upon routine inspection of plant equipment, the crew found that the 1st disc on the east train lost 1/3 of its air cups which are used to keep the disc turning. There is no easy or cheap fix to these discs. With anticipation of plant upgrades and the removal of this disc in the next year, we will continually monitor our lab numbers and adjust processes to keep the best treatment through the plant.
 - UPDATE The crew is trying many options to make plant run smooth until we can upgrade the plant. We have begun returning much more of our water as a possible cure for ammonia issues per help from Townley, in giving us more ideas. So we have stopped flow to the West Train in hopes to not use once again until construction.
- Lab continuing water testing.
- Working with engineers on plant design.

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

The average flows treated were: 336,000 gals/day for April 2024

355,000 gals/day for April 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.
- Continuing to work on LCR inventories.
- **The month of April 2024: The wells pumped 7.782 million gallons of water**
- **The average daily pumpage for April 2024: 259,000 gallons**
- **The average daily pumpage for April 2023: 290,000 gallons**

PUBLIC WORKS

- Performed routine maintenance on the Village Trucks and equipment.
- Continuing of street sweeping throughout town
- Patched streets around town
- Crew cleaned out pool for summer season

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

May 16, 2024

Police Activity Report for May 2024

Calls for service in May 2024 (120 *complaints*) have *decreased* from April (153 *complaints*). It should be noted that the *monthly comparison* is 16 days to 30 days.

Calls for service have increased in 2024 (750 *complaints*) from the same reporting period in 2023 (689 *complaints*). A portion of the increase can be attributed to Officer Phillips' Code Enforcement.

Comparing the same reporting period in 2024 to 2023

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

Code/Ordinance Enforcement

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

- 20 properties with *Blight/Rubbish* violations.

- 24 *Vacant Properties*. We are continually updating and registering properties.
- 16 *Animal Complaints*.
- 0 *Golf Carts/ORV/ATV* traffic stops for non-compliance of ordinance.
- 40 *Inoperable Vehicle Ordinance* violations.
- 4 *Recreational Vehicle Storage* violations.
- 74 properties in violation of the *Grass/Weed Ordinance*.
- 5 properties with Council Approved Livestock

Meetings

- Chief Freeman & Sgt Pierce – Village Council
- Chief Freeman & Sgt Pierce – Personnel & Public Safety
- Chief Freeman – Committee of the Whole
- Sgt Pierce – Child Advocacy Center of Tuscola County Board
- Sgt Pierce – LEAD Tuscola

Public Relations

- The department led the funeral procession for former Village President/Chief of Police Carl Palmateer
- Sgt Pierce attended the Greater Thumb FOP Law Enforcement Memorial
- The department conducted traffic control for the Cass City Schools Bicycle Day

TRAINING

Officer Wagner – Active Shooter w/ a Concentration on Smaller Communities

Officer Spangler – “Tall Cop” (Alcohol & Drug abuse trends)

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2024	2023	
01/01/2024-05/16/2024	01/01/2023-05/16/2023	

Offense	Description	2024	2023
11001	SEXUAL PENETRATION PENIS/VAGINA - CSC 1ST DEGREE	1	0
11007	SEXUAL CONTACT FORCIBLE - CSC 2ND DEGREE	0	1
13001	NONAGGRAVATED ASSAULT	9	9
13002	AGGRAVATED/FELONIOUS ASSAULT	1	0
13003	INTIMIDATION/STALKING	11	5
21000	EXTORTION	0	2
23003	LARCENY - THEFT FROM A BUILDING	1	2
23007	LARCENY - OTHER	4	3
24001	MOTOR VEHICLE THEFT	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	3	4
26002	FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	2	1
26003	FRAUD - IMPERSONATION	0	1
26007	FRAUD - IDENTITY THEFT	1	1
26008	FRAUD - HACKING/COMPUTER INVASION	0	1
27000	EMBEZZLEMENT	1	0
29000	DAMAGE TO PROPERTY	4	4
30002	RETAIL FRAUD - THEFT	2	0
35001	VIOLATION OF CONTROLLED SUBSTANCES ACT	1	1
36004	SEX OFFENCE - OTHER	2	4
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	1	2
38003	OTHER FAMILY OFFENSE	5	9
41002	LIQUOR VIOLATIONS - OTHER	0	1
48000	OBSTRUCTING POLICE	1	1
50000	OBSTRUCTING JUSTICE	14	11
52003	WEAPONS OFFENCE - OTHER	2	0
53001	DISORDERLY CONDUCT	6	3
53002	PUBLIC PEACE - OTHER	2	1
54001	HIT AND RUN MOTOR VEHICLE ACCIDENT	1	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	7	3
54003	TRAFFIC OFFENSE	22	26
55000	HEALTH AND SAFETY	8	6
57001	TRESPASS	1	1
70000	JUVENILE RUNAWAY	0	4
72000	ANIMAL CRUELTY	0	1
73000	MISCELLANEOUS CRIMINAL OFFENCE	1	3
91001	DELINQUENT MINORS	2	5
92002	INCAPACITATION	0	1
92004	INSANITY	3	3
93001	TRAFFIC CRASH	6	5
93002	NONTRAFFIC CRASH	4	5
93003	TRAFFIC VIOLATION - CIVIL	40	56
93004	PARKING	57	77
93006	TRAFFIC POLICING	33	26
93007	TRAFFIC SAFETY	7	4

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
2024	2023	
01/01/2024-05/16/2024	01/01/2023-05/16/2023	

Offense	Description	2024	2023
93008	BREATHALYZER INSPECTION	4	4
93009	BREATHALYZER TEST	0	2
94001	VALID ALARM ACTIVATION	0	1
94002	FALSE ALARM ACTIVATION	8	15
98002	INVESTIGATION - VEHICLE	2	3
98003	PROPERTY INSPECTION	4	5
98004	OTHER INSPECTION	40	50
98005	UNFOUNDED ALARM	0	1
98006	CIVIL MATTER	18	22
98007	SUSPICIOUS SITUATION	33	17
98008	FOUND/LOST PROPERTY	9	9
99001	SUICIDE OR ATTEMPT	5	4
99002	NATURAL DEATH	0	2
99003	MISSING PERSON	0	2
99007	PUBLIC RELATIONS	5	4
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	55	50
99009	GENERAL NON-CRIMINAL	7	11
99010	VILLAGE ORDINANCE VIOLATION	2	1
99010A	ANIMALS	16	14
99010B	BLIGHT	9	0
99010D	BRUSH IN STREET	3	1
99010G	GRASS/WEEDS	74	49
99010H	RECREATIONAL VEHICLE STORAGE	4	5
99010J	INOPERABLE VEHICLE	40	38
99010L	LOITERING	2	1
99010N	UNNECESSARY NOISE	1	2
99010R	RUBBISH/GARBAGE IN YARD	11	9
99010S	SNOWMOBILES	0	1
99010T	ORV/ATV	0	3
99010V	VACANT PROPERTY	24	24
99010W	WASTE COLLECTION	14	0
99010X	SIGNS	45	0
99010Y	HARBORING LIVESTOCK	4	1
99010Z	ZONING	5	5
99011	CURFEW VIOLATION	1	0
99013	ASSIST TO ANOTHER POLICE AGENCY	36	35
99911	911 HANGUP CALL	3	3
Totals:		750	689

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2000	05/16/2024	99010Y	99010Y	ALL

Incident	Rprt Date	Description	Area	Officer	Status
<i>9901-0Y -- HARBORING LIVESTOCK</i>					Count: 7
21-000340	04/22/2021	Harboring Chickens - 6737 Third St (C Parsell)		FREEMAN, JAMES	Council Approved
21-000864	08/17/2021	Harboring Chickens - 4819 Seeger St (A Ellis)		FREEMAN, JAMES	Council Approved
23-000512	04/25/2023	Harboring Chickens - 4222 Seeger St (M Ponder)		FREEMAN, JAMES	Council Approved
24-000027	01/03/2024	Harboring Chickens - 4601 Huron St (S Anderson)		PHILLIPS, KEVIN	Open
24-000029	01/03/2024	Harboring Chickens & Goats - 6766 Third St (J Gaeth)		PHILLIPS, KEVIN	Council Approved
24-000664	05/06/2024	Harboring Ducks - 6403 Beechwood Dr (E Hollis)		PHILLIPS, KEVIN	Open
24-000740	05/14/2024	Harboring Chickens - 4859 Crestwood Dr (D Wessels)		PHILLIPS, KEVIN	Council Approved

Total: 7

Offense Activity Counts



Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
MAY	APRIL	
05/01/2024-05/16/2024	04/01/2024-04/30/2024	

Offense	Description	MAY	APRIL
11001	SEXUAL PENETRATION PENIS/VAGINA - CSC 1ST DEGREE	1	0
13001	NONAGGRAVATED ASSAULT	1	1
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1
13003	INTIMIDATION/STALKING	4	0
23007	LARCENY - OTHER	1	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONFIDENCE GAME	0	1
27000	EMBEZZLEMENT	0	1
29000	DAMAGE TO PROPERTY	0	1
30002	RETAIL FRAUD - THEFT	0	1
35001	VIOLATION OF CONTROLLED SUBSTANCES ACT	0	1
38001	FAMILY - CHILD ABUSE/NEGLECT NONVIOLENT	1	0
38003	OTHER FAMILY OFFENSE	1	1
48000	OBSTRUCTING POLICE	1	0
50000	OBSTRUCTING JUSTICE	2	5
52003	WEAPONS OFFENCE - OTHER	0	2
53001	DISORDERLY CONDUCT	0	2
53002	PUBLIC PEACE - OTHER	1	1
54002	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS	1	0
54003	TRAFFIC OFFENSE	2	7
55000	HEALTH AND SAFETY	2	2
91001	DELINQUENT MINORS	0	1
92004	INSANITY	0	1
93001	TRAFFIC CRASH	2	0
93002	NONTRAFFIC CRASH	2	0
93003	TRAFFIC VIOLATION - CIVIL	2	5
93004	PARKING	1	2
93006	TRAFFIC POLICING	2	4
93007	TRAFFIC SAFETY	1	3
93008	BREATHALYZER INSPECTION	0	1
94002	FALSE ALARM ACTIVATION	0	4
98002	INVESTIGATION - VEHICLE	1	0
98003	PROPERTY INSPECTION	0	1
98004	OTHER INSPECTION	2	9
98006	CIVIL MATTER	1	5
98007	SUSPICIOUS SITUATION	1	9
98008	FOUND/LOST PROPERTY	0	1
99001	SUICIDE OR ATTEMPT	2	0
99007	PUBLIC RELATIONS	2	2
99008	GENERAL ASSISTANCE-NON POLICE AGENCY	11	10
99009	GENERAL NON-CRIMINAL	2	2
99010A	ANIMALS	3	1
99010B	BLIGHT	1	1
99010D	BRUSH IN STREET	2	1
99010G	GRASS/WEEDS	49	25
99010H	RECREATIONAL VEHICLE STORAGE	0	1

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer
01000	PTL	ALL
MAY	APRIL	
05/01/2024-05/16/2024	04/01/2024-04/30/2024	

Offense	Description	MAY	APRIL
99010J	INOPERABLE VEHICLE	2	5
99010L	LOITERING	0	1
99010R	RUBBISH/GARBAGE IN YARD	0	2
99010W	WASTE COLLECTION	0	9
99010X	SIGNS	1	8
99010Y	HARBORING LIVESTOCK	2	0
99010Z	ZONING	1	3
99013	ASSIST TO ANOTHER POLICE AGENCY	8	7
99911	911 HANGUP CALL	1	1
Totals:		120	153

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	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: 16
24-000028	01/03/2024	Harboring Rabbits - 4545 Downing St (B Brown)		PHILLIPS, KEVIN	Closed
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
24-000465	03/27/2024	Dog @ Large - Main St & Leach St (E Hanby)		BOOMS, DANIELLE	Closed
24-000469	03/28/2024	Dog @ Large - Church St & Hill St (S Fortin)		BOOMS, DANIELLE	Closed
24-000540	04/16/2024	Dog At Large - Seeger St & Houghton St		PIERCE, RYAN	Closed
24-000650	05/01/2024	Animal Complaint - 6680 Third St (D Rabideau)		PIERCE, RYAN	Turned Over Animal Control
24-000713	05/11/2024	Safety Concern w/ Dogs - 6446 Pine St (K Spencer/D Mayer)		OWENS, WILLIAM	Turned Over Animal Control
24-000738	05/14/2024	Harboring Rabbits - 4255 West St (J Boyce)		PHILLIPS, KEVIN	Closed
<i>9901-0B -- BLIGHT</i>					Count: 9
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	Cleared by Citation
24-000244	02/21/2024	Blighted Structure - 6727 Pine St (A Zavitz)		PHILLIPS, KEVIN	Open
24-000423	03/19/2024	Blighted Structure - 6473 Main St (K Mooney)		PHILLIPS, KEVIN	Open
24-000448	03/25/2024	Blighted Structure - 6456 Third St (T Wright-Wismer)		PHILLIPS, KEVIN	Cleared by Citation
24-000485	04/02/2024	Blighted Structure - 4260 Seeger St (M Elwood)		PHILLIPS, KEVIN	Open
24-000701	05/09/2024	Blighted Structure - 4261 Maple St (A Beems)		PHILLIPS, KEVIN	Notice Mailed
<i>9901-0D -- BRUSH IN STREET</i>					Count: 3
24-000504	04/09/2024	Grass Clippings in Roadway - Northwood Cir		PHILLIPS, KEVIN	Complied
24-000665	05/06/2024	Grass Clippings in Roadway - 6719 Main St (M Moore)		PHILLIPS, KEVIN	In Person Contact
24-000741	05/14/2024	Grass Clippings in Roadway - 6274 Main St (K Sargent)		PHILLIPS, KEVIN	Complied
<i>9901-0G -- GRASS/WEEDS</i>					Count: 74
24-000564	04/22/2024	Grass/Weeds - 6285 Main St (K Burch)		PHILLIPS, KEVIN	Complied
24-000565	04/22/2024	Grass/Weeds - 6229 Main St (S Seghatoleslami)		PHILLIPS, KEVIN	Turned Over to Parks for Mowing
24-000566	04/22/2024	Grass/Weeds - 6175 Main St (A Ozorowicz)		PHILLIPS, KEVIN	Complied
24-000567	04/22/2024	Grass/Weeds - 6704 Main St (E Schaap)		PHILLIPS, KEVIN	Complied
24-000568	04/22/2024	Grass/Weeds - 4545 Leach St (K Mooney)		PHILLIPS, KEVIN	Complied
24-000572	04/23/2024	Grass/Weeds/Rubbish - 6617 Main St (R Azz)		PHILLIPS, KEVIN	Notice Mailed
24-000573	04/23/2024	Grass/Weeds - 6446 Pine St (K Spencer)		PHILLIPS, KEVIN	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000574	04/23/2024	Grass/Weeds - 6428 Pine St (D Mayer)		PHILLIPS, KEVIN	Complied
24-000575	04/23/2024	Grass/Weeds - 6364 Pine St (C Crouch)		PHILLIPS, KEVIN	Complied
24-000576	04/23/2024	Grass/Weeds - 6343 Pine St (M Parks)		PHILLIPS, KEVIN	Complied
24-000581	04/24/2024	Tall Grass/Weeds - 4326 Woodland Ave (P Smith)		PHILLIPS, KEVIN	Complied
24-000583	04/24/2024	Tall Grass/Weeds - 4260 Seeger St (M Elwood)		PHILLIPS, KEVIN	Complied
24-000584	04/24/2024	Tall Grass/Weeds - 4190 Leach St (G Fearson)		PHILLIPS, KEVIN	Complied
24-000585	04/24/2024	Tall Grass/Weeds - 6392 Houghton St (A Magiera)		PHILLIPS, KEVIN	Complied
24-000587	04/24/2024	Tall Grass/Weeds - 6372 Pine St (D Francis)		PHILLIPS, KEVIN	Complied
24-000601	04/26/2024	Tall Grass/Weeds - 6694 Main St (C Henderson)		PHILLIPS, KEVIN	Complied
24-000602	04/26/2024	Tall Grass/Weeds - 6861 Herron Dr (F Stoup)		PHILLIPS, KEVIN	Complied
24-000603	04/26/2024	Tall Grass/Weeds - 4405 Woodland Ave (R Oesterling)		PHILLIPS, KEVIN	Complied
24-000621	04/30/2024	Tall Grass/Weeds - 6680 Third St (D Rabideau)		PHILLIPS, KEVIN	Complied
24-000622	04/30/2024	Tall Grass/Weeds - 6628 Seed St (L Peterson)		PHILLIPS, KEVIN	Turned Over to Parks for Mowing
24-000623	04/30/2024	Tall Grass/Weeds - 6274 Main St (K Sargent)		PHILLIPS, KEVIN	Complied
24-000624	04/30/2024	Tall Grass/Weeds - 6241 Garfield Ave (R Daws)		PHILLIPS, KEVIN	Complied
24-000625	04/30/2024	Tall Grass/Weeds - 6379 Garfield Ave (K Romstad)		PHILLIPS, KEVIN	Complied
24-000626	04/30/2024	Tall Grass/Weeds - 6742 Main St (M Ziegler)		PHILLIPS, KEVIN	Complied
24-000627	04/30/2024	Tall Grass/Weeds - 6593 Church St (R Rogers)		PHILLIPS, KEVIN	Complied
24-000632	05/01/2024	Grass/Weeds - 6603 Huron St (G Bartnik)		PHILLIPS, KEVIN	Complied
24-000633	05/01/2024	Grass/Weeds - 4615 Oak St (M Skelton)		PHILLIPS, KEVIN	Complied
24-000634	05/01/2024	Grass/Weeds - 4631 Oak St (M Hawk)		PHILLIPS, KEVIN	Complied
24-000635	05/01/2024	Grass/Weeds - 6619 Seed St (J Forbes)		PHILLIPS, KEVIN	Complied
24-000636	05/01/2024	Grass/Weeds - 6609 Seed St (T Fox)		PHILLIPS, KEVIN	Complied
24-000637	05/01/2024	Grass/Weeds - 4463 Seeger St (Frontier Communications)		PHILLIPS, KEVIN	Complied
24-000640	05/01/2024	Grass/Weeds - Forward Enterprises		PHILLIPS, KEVIN	Complied
24-000641	05/01/2024	Grass/Weeds - 6290 Church St (J Gaeth)		PHILLIPS, KEVIN	Complied
24-000642	05/01/2024	Grass/Weeds - 4439 Seeger St (D Sanchez)		PHILLIPS, KEVIN	Complied
24-000643	05/01/2024	Grass/Weeds - 4169 Seeger St (S McCallum)		PHILLIPS, KEVIN	Complied
24-000644	05/01/2024	Grass/Weeds - 4386 Seeger St (G Standeford)		PHILLIPS, KEVIN	Turned Over to Parks for Mowing
24-000645	05/01/2024	Grass/Weeds - 4805 Hospital Dr (E Wilson)		PHILLIPS, KEVIN	Complied
24-000646	05/01/2024	Grass/Weeds - 4584 West St (M Shaft)		PHILLIPS, KEVIN	Complied
24-000647	05/01/2024	Grass/Weeds - 6353 Seventh St (E Nizzola)		PHILLIPS, KEVIN	Complied
24-000648	05/01/2024	Grass/Weeds - 6306 Pine St (J Harmon)		PHILLIPS, KEVIN	Turned Over to Parks for Mowing
24-000666	05/06/2024	Grass/Weeds - 4368 Woodland Ave (S Miller)		PHILLIPS, KEVIN	Complied
24-000667	05/06/2024	Grass/Weeds - 6721 Garfield Ave (E Montreuil)		PHILLIPS, KEVIN	Complied
24-000668	05/06/2024	Grass/Weeds - 6377 Seventh St (M Eash)		PHILLIPS, KEVIN	In Person Contact
24-000669	05/06/2024	Grass/Weeds - A&J Trucking, Inc		PHILLIPS, KEVIN	Complied
24-000670	05/06/2024	Grass/Weeds - Parcel 035-033-000-4530-00 (A Wright Trust)		PHILLIPS, KEVIN	Notice Mailed
24-000672	05/06/2024	Grass/Weeds - Parcel 035-500-426-7100-00 (T Herron)		PHILLIPS, KEVIN	Complied
24-000673	05/06/2024	Grass/Weeds - Parcel 035-500-426-7200-00 (T Herron)		PHILLIPS, KEVIN	Complied
24-000674	05/06/2024	Grass/Weeds - Parcel 035-500-426-7500-00 (T Herron)		PHILLIPS, KEVIN	Complied
24-000675	05/06/2024	Grass/Weeds - Parcel 035-500-426-8600-00 (T Herron)		PHILLIPS, KEVIN	Complied
24-000676	05/06/2024	Grass/Weeds - Parcel 035-500-426-9200-00 (T Herron)		PHILLIPS, KEVIN	Complied
24-000677	05/06/2024	Grass/Weeds - Parcel 035-500-426-8100-00 (T Herron)		PHILLIPS, KEVIN	Open
24-000678	05/06/2024	Grass/Weeds - Parcel 035-500-426-8200-00 (T Herron)		PHILLIPS, KEVIN	Open
24-000679	05/06/2024	Grass/Weeds - Parcel 035-500-425-4800-00 (T Herron)		PHILLIPS, KEVIN	Open
24-000680	05/06/2024	Grass/Weeds - Parcel 035-500-431-0000-00 (T Herron)		PHILLIPS, KEVIN	Open

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000684	05/07/2024	Grass/Weeds - 6545 Church St (M Meyer)		PHILLIPS, KEVIN	Complied
24-000685	05/07/2024	Grass/Weeds - 6556 Pine St (J Steadman)		PHILLIPS, KEVIN	Complied
24-000691	05/08/2024	Grass/Weeds - 4261 Maple St (A Beems)		PHILLIPS, KEVIN	Notice Mailed
24-000692	05/08/2024	Grass/Weeds - 4244 Sherman St (D McClorey)		PHILLIPS, KEVIN	Complied
24-000693	05/08/2024	Grass/Weeds - 4606 Seeger St (K Baka)		PHILLIPS, KEVIN	Complied
24-000695	05/08/2024	Tall Grass/Weeds - 6291 Church St (S Adams)		PHILLIPS, KEVIN	Complied
24-000697	05/08/2024	Tall Grass/Weeds - AMI Industries, INC		PHILLIPS, KEVIN	Complied
24-000698	05/08/2024	Tall Grass/Weeds - 4392 Seeger St (C Boone)		PHILLIPS, KEVIN	Complied
24-000700	05/09/2024	Grass/Weeds - All Star Car Wash		PHILLIPS, KEVIN	Complied
24-000702	05/09/2024	Grass/Weeds - 4150 Seeger St (J Faber)		PHILLIPS, KEVIN	Complied
24-000703	05/09/2024	Grass/Weeds - 4354 Seeger St (A Gruber)		PHILLIPS, KEVIN	Complied
24-000704	05/09/2024	Grass/Weeds - 4144 Doerr Rd (Walbro)		PHILLIPS, KEVIN	Notice Mailed
24-000723	05/13/2024	Grass/Weeds - 4260 Seeger St (M Elwood)		PHILLIPS, KEVIN	Complied
24-000724	05/13/2024	Grass/Weeds - 6324 Houghton St (J Nizzola)		PHILLIPS, KEVIN	Notice Mailed
24-000725	05/13/2024	Grass/Weeds - 4281 Ale St (D Smith)		PHILLIPS, KEVIN	Notice Mailed
24-000727	05/13/2024	Grass/Weeds - Parcel 035-500-580-0300-01 (R Beyette)		PHILLIPS, KEVIN	Complied
24-000729	05/13/2024	Grass/Weeds - 4194 Doerr Rd (Biddinger Properties LLC)		PHILLIPS, KEVIN	Complied
24-000735	05/14/2024	Grass/Weeds - 6646 Church St (G Bartnik)		PHILLIPS, KEVIN	Complied
24-000736	05/14/2024	Grass/Weeds - 6285 Main St (K Burch)		PHILLIPS, KEVIN	Complied
24-000743	05/15/2024	Grass/Weeds - 6378 Garfield Ave (T Bennett)		PHILLIPS, KEVIN	Notice Mailed

9901-0H -- RECREATIONAL VEHICLE STORAGE Count: 4

24-000211	02/12/2024	Recreational Storage - 6403 Beechwood Dr (E Hollis)		PIERCE, RYAN	Complied
24-000425	03/19/2024	Recreational Storage - 6312 Brenda Dr (M Moakes)		PHILLIPS, KEVIN	Complied
24-000449	03/25/2024	Recreational Storage - 4881 Hemlock Ln (D Vowell)		PHILLIPS, KEVIN	Open
24-000484	04/02/2024	Rubbish/Inoperable/Recreational/Zoning - 4509 Downing St (M Wilkins)		PHILLIPS, KEVIN	Unfounded

9901-0J -- INOPERABLE VEHICLE Count: 40

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)		PHILLIPS, KEVIN	Complied
24-000136	01/29/2024	Inoperable Vehicle/s - 6306 Main St (C Koop)		PHILLIPS, KEVIN	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)		PHILLIPS, KEVIN	Complied
24-000222	02/15/2024	Inoperable Vehicle/s - 6667 Third St (S Whe- 100-		PHILLIPS, KEVIN	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000237	02/19/2024	Inoperable Vehicle/s - 6362 Fourth St (A Legault)		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)		PHILLIPS, KEVIN	Complied
24-000271	02/26/2024	Inoperable Vehicle/s - 6379 Garfield Ave (K Romstad)		PHILLIPS, KEVIN	Complied
24-000337	03/06/2024	Inoperable Vehicle/s - 6188 Lakeside Dr (A Bradley)		PHILLIPS, KEVIN	In Person Contact
24-000359	03/12/2024	Inoperable Vehicle/s - M St (D Matson)		PHILLIPS, KEVIN	In Person Contact
24-000361	03/12/2024	Inoperable Vehicle/s & Rubbish on Property - 6357 Main St (O McConnell)		PHILLIPS, KEVIN	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	Complied
24-000426	03/19/2024	Inoperable Vehicle/s - 6188 Lakeside Dr (A Bradley)		PHILLIPS, KEVIN	Complied
24-000431	03/20/2024	Inoperable Vehicle/s - 4409 Brooker St (R Bliss)		PHILLIPS, KEVIN	In Person Contact
24-000461	03/27/2024	Inoperable Vehicle/s - 6343 Pine St (M Parks/J Spencer)		PHILLIPS, KEVIN	Complied
24-000484	04/02/2024	Rubbish/Inoperable/Recreational/Zoning - 4509 Downing St (M Wilkins)		PHILLIPS, KEVIN	Unfounded
24-000487	04/02/2024	Inoperable Vehicle/s - 4394 Ale St (B Lefler)		PHILLIPS, KEVIN	Complied
24-000511	04/09/2024	Inoperable Vehicle/s - 6772 Pine St (J Hennessey/M Harding)		PHILLIPS, KEVIN	Complied
24-000518	04/11/2024	Inoperable Vehicle/s - 6680 Third St (D Rabideau)		PHILLIPS, KEVIN	In Person Contact
24-000548	04/18/2024	Inoperable Vehicle/s - 4355 Leach St (P Tribble)		PHILLIPS, KEVIN	Complied
24-000742	05/15/2024	Inoperable Vehicle/s - 6372 Pine St (D Francis)		PHILLIPS, KEVIN	In Person Contact
24-000747	05/16/2024	Inoperable Vehicle - NW Municipal Lot (S Mester)		PHILLIPS, KEVIN	Open
9901-0L -- LOITERING					Count: 2
24-000405	03/15/2024	Loitering - Express Stop (J McCoy)		PIERCE, RYAN	Closed
24-000542	04/16/2024	Loitering - Revive Ministries (R German)		PHILLIPS, KEVIN	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: 11
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	In Person Contact
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)		PHILLIPS, KEVIN	Complied
24-000336	03/06/2024	Rubbish on Property - 6172 Lakeside Dr (A Swires)		PHILLIPS, KEVIN	Complied
24-000361	03/12/2024	Inoperable Vehicle/s & Rubbish on Property - 6357 Main St (O McConnell)		PHILLIPS, KEVIN	Complied
24-000457	03/26/2024	Rubbish on Property - 6343 Pine St (M Parks)		PHILLIPS, KEVIN	Complied
24-000484	04/02/2024	Rubbish/Inoperable/Recreational/Zoning - 4509 Downing St (M Wilkins)		PHILLIPS, KEVIN	Unfounded
24-000572	04/23/2024	Grass/Weeds/Rubbish - 6617 Main St (R Azzoo)		PHILLIPS, KEVIN	Notice Mailed
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	Registered
24-000168	02/05/2024	Vacant Property - 6571 Houghton St (Little J - 101 - ies)		PIERCE, RYAN	Notice Mailed
24-000169	02/05/2024	Vacant Property - 6456 Third St (T Wright-V.)		PIERCE, RYAN	Notice Mailed

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
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	Registered
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
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	Registered
24-000185	02/05/2024	Vacant Property - 6603 Huron Ave (J Ricker)		PIERCE, RYAN	Occupied
24-000186	02/05/2024	Vacant Property - 6628 Seed St (L Peterson)		PIERCE, RYAN	Notice Mailed

9901-0W -- WASTE COLLECTION

Count: 14

24-000320	03/04/2024	Waste Collection - 6535 Main St (Horizon Properties, LLC)		PHILLIPS, KEVIN	Complied
24-000420	03/18/2024	Waste Collection - 6403 Beechwood Dr (E Hollis)		PHILLIPS, KEVIN	Open
24-000428	03/20/2024	Waste Collection - 6725 Main St (S Griggs)		PHILLIPS, KEVIN	Open
24-000455	03/26/2024	Garbage Collection - 6352 Main St (D Krantz)		PHILLIPS, KEVIN	Open
24-000456	03/26/2024	Garbage Collection - 4408 West St (A Remsing)		PHILLIPS, KEVIN	Open
24-000490	04/02/2024	Waste Collection - 6681 Third St (M Krueger)		PHILLIPS, KEVIN	Open
24-000505	04/09/2024	Waste Collection - 6545 Church St (Henchmen MC Clubhouse)		PHILLIPS, KEVIN	Open
24-000506	04/09/2024	Waste Collection - 6373 Sixth St (S Kokenos)		PHILLIPS, KEVIN	Open
24-000507	04/09/2024	Waste Collection - 6291 Church St (S Adams)		PHILLIPS, KEVIN	Open
24-000508	04/09/2024	Waste Collection - 4454 Sherman St (S Mousseau)		PHILLIPS, KEVIN	In Person Contact
24-000509	04/09/2024	Waste Collection - 4446 Sherman St (V Haag)		PHILLIPS, KEVIN	Open
24-000510	04/09/2024	Waste Collection - 6728 Houghton St (J Woodall)		PHILLIPS, KEVIN	Open
24-000563	04/22/2024	Waste Collection - 4316 Doerr Rd (J Wilson)		PHILLIPS, KEVIN	Open
24-000628	04/30/2024	Waste Collection - 6470 Houghton St (K Vatter)		PHILLIPS, KEVIN	Open

9901-0X -- SIGNS

Count: 45

24-000368	03/14/2024	Sign/s in Right of Way - 6567 Church St (C Williamson)		PHILLIPS, KEVIN	Complied
24-000369	03/14/2024	Sign/s in Right of Way - 6417 Church St (K McClorey)		PHILLIPS, KEVIN	Open
24-000370	03/14/2024	Sign/s in Right of Way - 6291 Church St (S Adams)		PHILLIPS, KEVIN	Pending Renewal
24-000371	03/14/2024	Sign/s in Right of Way - 4567 Seeger St (M Nelson)		PHILLIPS, KEVIN	Pending Renewal
24-000372	03/14/2024	Sign/s in Right of Way - 4790 Hospital Dr (Meritage Mgt)		PHILLIPS, KEVIN	Complied
24-000373	03/14/2024	Sign/s in Right of Way - 4572 Hills St (Meritage Mgt)		PHILLIPS, KEVIN	Complied
24-000374	03/14/2024	Sign/s in Right of Way - Parcel 035-028-000-2420-00 (Northwood Lake Condo Assc)		PHILLIPS, KEVIN	Pending Renewal
24-000375	03/14/2024	Sign/s in Right of Way - 6445 Garfield Ave (M Grider)		PHILLIPS, KEVIN	Complied
24-000376	03/14/2024	Sign/s in Right of Way - Houghton St & Seeger St (Church of God)		PHILLIPS, KEVIN	Closed
24-000377	03/14/2024	Sign/s in Right of Way - Houghton St & Seeger St (First Baptist Church)		PHILLIPS, KEVIN	Closed
24-000378	03/14/2024	Sign/s in Right of Way - 4334 Seeger St (C Erla)		PHILLIPS, KEVIN	Complied
24-000379	03/14/2024	Sign/s in Right of Way - 4319 Seeger St (HUD)		PHILLIPS, KEVIN	Pending Renewal
24-000380	03/14/2024	Sign/s in Right of Way - 6242 Garfield Ave - 102-		PHILLIPS, KEVIN	Complied
24-000381	03/14/2024	Sign/s in Right of Way - 4401 Brooker St (R Simpson)		PHILLIPS, KEVIN	Complied

Offense Report

Report Criteria:

Start Date	End Date	Start Offense	End Offense	Status
01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
24-000382	03/14/2024	Sign/s in Right of Way - 6340 Houghton St (G Wilson)		PHILLIPS, KEVIN	Pending Renewal
24-000383	03/14/2024	Sign/s in Right of Way - 6338 Main St (D Howard)		PHILLIPS, KEVIN	Complied
24-000384	03/14/2024	Sign/s in Right of Way - 6742 Main St (M Ziegler)		PHILLIPS, KEVIN	Complied
24-000385	03/14/2024	Sign/s in Right of Way - 6658 Huron St (T Vatter)		PHILLIPS, KEVIN	Pending Renewal
24-000386	03/14/2024	Sign/s in Right of Way - 6401 Huron St (J Blattner)		PHILLIPS, KEVIN	Complied
24-000387	03/14/2024	Sign/s in Right of Way - 4385 Doerr Rd (W Harrington)		PHILLIPS, KEVIN	Closed
24-000388	03/14/2024	Sign/s in Right of Way - Parcel 035-033-000-4530-00 (A Wright Trust)		PHILLIPS, KEVIN	Pending Renewal
24-000389	03/14/2024	Sign/s in Right of Way - 6291 Virginia St (E Read)		PHILLIPS, KEVIN	Complied
24-000390	03/14/2024	Sign/s in Right of Way - 4309 Woodland Ave (R Wallace)		PHILLIPS, KEVIN	Pending Renewal
24-000391	03/14/2024	Sign/s in Right of Way - 6721 Garfield Ave (E Montreuil)		PHILLIPS, KEVIN	Pending Renewal
24-000392	03/14/2024	Sign/s in Right of Way - 6809 Herron Dr (G Jones)		PHILLIPS, KEVIN	Complied
24-000393	03/14/2024	Sign/s in Right of Way - 4311 Ale St (M Yax)		PHILLIPS, KEVIN	Pending Renewal
24-000394	03/14/2024	Sign/s in Right of Way - 4273 Sherman St (C Diaz)		PHILLIPS, KEVIN	Complied
24-000395	03/14/2024	Sign/s in Right of Way - 4325 Sherman St (B Hennessey)		PHILLIPS, KEVIN	Pending Renewal
24-000396	03/14/2024	Sign/s in Right of Way - 6374 Chestnut Blvd (J Dombey)		PHILLIPS, KEVIN	Complied
24-000397	03/14/2024	Sign/s in Right of Way - 6241 Main St (Independent Bank)		PHILLIPS, KEVIN	Closed
24-000398	03/14/2024	Sign/s in Right of Way - 6180 Main St (Unknown)		PHILLIPS, KEVIN	Closed
24-000399	03/14/2024	Sign/s in Right of Way - 6254 Main St (T Moore)		PHILLIPS, KEVIN	Complied
24-000406	03/15/2024	Sign/s in Right of Way - 6538 Third St (Church of Nazarene Bldg)		PHILLIPS, KEVIN	Pending Renewal
24-000418	03/18/2024	Sign/s in Right of Way - 6325 Main St (P Pasternak)		PHILLIPS, KEVIN	Complied
24-000430	03/20/2024	Sign/s in Right of Way - 6440 Huron St (M Karwowski)		PHILLIPS, KEVIN	Complied
24-000458	03/26/2024	Sign/s in Right of Way - Seeger St & Garfield Ave (Osentoski Realty)		PHILLIPS, KEVIN	Complied
24-000480	04/01/2024	Sign/s in Right of Way - 4545 Leach St (K Mooney)		PHILLIPS, KEVIN	Complied
24-000494	04/03/2024	Sign/s in Right of Way - MiTech Tooling, Inc		PHILLIPS, KEVIN	Closed
24-000501	04/08/2024	Sign/s in Right of Way - Beechwood Dr & Hospital Dr (Northwood Lake Condos Asc)		PHILLIPS, KEVIN	Closed
24-000513	04/10/2024	Sign/s in Right of Way - 6386 Garfield Ave (G Thane)		PHILLIPS, KEVIN	Complied
24-000520	04/11/2024	Sign/s in Right of Way - 6720 Third St (Elite Realty)		PHILLIPS, KEVIN	Pending Renewal
24-000521	04/11/2024	Sign/s in Right of Way - 6757 Main St		PHILLIPS, KEVIN	Complied
24-000522	04/11/2024	Sign/s in Right of Way - 4309 Woodland Ave		PHILLIPS, KEVIN	Complied
24-000571	04/22/2024	Sign/s in Right of Way - 6681 Third St (M Krueger)		PHILLIPS, KEVIN	Open
24-000638	05/01/2024	Sign/s in Right of Way - 4868 Seeger St (CC Jr/Sr High School)		PHILLIPS, KEVIN	Pending Renewal
9901-0Y -- HARBORING LIVESTOCK					Count: 4
24-000027	01/03/2024	Harboring Chickens - 4601 Huron St (S Anderson)		PHILLIPS, KEVIN	Open
24-000029	01/03/2024	Harboring Chickens & Goats - 6766 Third St (J Gaeth)		PHILLIPS, KEVIN	Council Approved
24-000664	05/06/2024	Harboring Ducks - 6403 Beechwood Dr (E Hollis)		PHILLIPS, KEVIN	Open
24-000740	05/14/2024	Harboring Chickens - 4859 Crestwood Dr (D Wessels)		PHILLIPS, KEVIN	Council Approved
9901-0Z -- ZONING					Count: 5
24-000334	03/06/2024	Building Permit - 6430 Chestnut Blvd		FREEMAN, JAMES	Turned Over
24-000484	04/02/2024	Rubbish/Inoperable/Recreational/Zoning - 4509 Downing St (M Wilkins)		PHILLIPS, KEVIN	Unfounded
24-000544	04/16/2024	Zoning - 4716 Hunt St (J Smentek)		PHILLIPS, KEVIN	Complied
24-000570	04/22/2024	Building Permit - 6433 Church St (K Russell)		PHILLIPS, KEVIN	Turned Over Building Codes
24-000639	05/01/2024	Zoning - 6350 Garfield Ave (Wolf Zen Tattoo)		PIERCE, RYAN	Closed

Offense Report

Report Criteria:

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01/01/2024	05/16/2024	99010	99010Z	ALL

Incident	Rprt Date	Description	Area	Officer	Status
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Offense Activity Counts

