

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

ATTORNEY-CLIENT PRIVILEGE

TO: City of Montrose
FROM: Laura Genovich & Anne Seurnyck
DATE: September 3, 2026
RE: Special Meeting Issue

You have requested our opinion regarding the proper procedure for conducting the City Council meeting currently contemplated for September 8, 2026. Based upon the information provided, it is our opinion that the best course of action is to conduct the September 8 meeting as a special meeting pursuant to the Open Meetings Act and Section 3-202 of the City Charter rather than attempting to characterize it as a regular or rescheduled regular meeting.

I. Background

Our understanding is that the City's regular August meeting could not be held as planned. At a meeting on August 22, 2026, the City rescheduled the regular meeting to September 1 but did not provide notice within 3 days as required by Section 5(3) of the OMA, MCL 15.265(3). At the September 1 meeting, the City realized the proper notice had not been provided and ended the meeting upon that discovery.

II. Legal Issues

The City made the correct decision to end the September 1, 2026 meeting. Michigan courts have treated compliance with the Open Meetings Act notice requirements as a prerequisite to the validity of actions taken at a meeting. In *Lockwood v Township of Ellington*, 323 Mich App 392 (2018), a township board rescheduled a regular meeting but failed to post the notice required by MCL 15.265. The Court of Appeals recognized that the meeting had been held in violation of the Open Meetings Act and reaffirmed that actions taken at a meeting conducted in violation of the OMA have no force or effect unless properly ratified at a subsequent meeting held in compliance with the Act. Here, since the September 1 meeting was not a lawful meeting, the City could take no action at that meeting, including rescheduling the regular meeting to the proposed new date of September 8, 2026.

This distinction is important because the OMA and the City Charter establish specific procedures for changing the schedule of regular meetings and noticing and holding special meetings as follows:

a. Changes to the Schedule of Regular Meetings

Section 5(3) of the Open Meetings Act provides:

If there is a change in the schedule of regular meetings of a public body, there shall be posted within 3 days after the meeting at which the change is made, a public notice stating the new dates, times, and places of its regular meetings.

MCL 15.265(3).

This provision contemplates that the public body will take action at a meeting to change its regular meeting schedule. The statute then requires that a notice identifying the new date, time, and place of the regular meeting be posted within three days after the meeting at which the change was approved.

Based upon the facts presented, the September 8 meeting was not scheduled by action taken at a Council meeting. As a result, there was no meeting at which Council voted to change its schedule of regular meetings, and therefore the procedures contemplated by MCL 15.265(3) were not followed.

b. Special Meeting Requirements

The Open Meetings Act provides the procedure for special meetings. Pursuant to MCL 15.265(4), a public body may hold a special meeting provided that public notice stating the date, time, and place of the meeting is posted at least eighteen (18) hours before the meeting. The OMA does not specifically address any requirement regarding the subject matter or purpose of the meeting.

In addition to the OMA, the City Charter expressly authorizes special meetings upon the written request of the Mayor, City Manager, or any two Council members. The City may proceed under that authority so long as the required notice is posted at least eighteen hours in advance and the additional Charter requirements are satisfied. Specifically, Charter Section 3-202 requires not only public notice, but also personal service of the meeting notice on each Council member or delivery of the notice to the Council member's usual place of residence at least eighteen hours before the meeting. Because the Charter further provides that no business may be transacted at a special meeting except that stated in the notice, the City should include in the notice a detailed statement of purpose identifying each agenda item that may be considered or acted upon by the Council. There is nothing in the Charter that prohibits the agenda items from being the same agenda items that would have been discussed at a regular meeting. Proceeding in this manner will ensure compliance with both MCL 15.265(4) and the City's Charter requirements. Accordingly, compliance with both the Charter and the OMA is required.

c. Recommended Procedure

We recommend that the City proceed as follows:

1. Obtain a written request for a special meeting from the Mayor, City Manager, or any two Council members.
2. Prepare and post a special meeting notice at least eighteen (18) hours before the meeting. We have provided a notice, but the agenda items should be included. Also, we added a provision to the special meeting notice that any additional item may be brought before

Council. But, if the City wants to reduce the risk of challenge, the City should limit discussion to the listed agenda items.

3. Personally serve each Council member with the meeting notice or leave the notice at the Council member's usual place of residence at least eighteen (18) hours before the meeting, as required by Charter Section 3-202.
4. Ensure that all notices required by the OMA are posted in the manner and locations required by law.

III. Conclusion

Because the meeting was not scheduled through action taken by the Council at an open meeting, the City cannot clearly satisfy the requirements of MCL 15.265(3), which require that a change in the schedule of regular meetings be approved at a meeting and that notice of the change be posted within three days after the meeting at which the change was made. The most prudent course is therefore to proceed under the special meeting procedures.

Any argument that the City should reschedule the regular meeting would lead to an absurd result and a waste of resources. The City would have to call a special meeting in order to reschedule the regular meeting, post the notice, and hold the regular meeting to discuss the same items they are lawfully permitted to discuss at a special meeting.

:AMS

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RECEIVED

SEP 03 2026

CITY OF MONTROSE

CITY OF MONTROSE MEMORANDUM

Date: September 3rd, 2026

To: Clerk Rush

CC: Mayor Banks and City Council Members

From: Steve Montle, City Manager

Subject: Convening of a Special Meeting of Council on September 8th, 2026

Clerk Rush:

In accordance with Article III, Chapter 1, Section 3-202, I am requesting a special meeting of Council to be held at 7:00pm on September 8th 2026 for the purpose of conducting necessary city business. Please prepare an agenda of items to be distributed to council by not later than 6:00pm on September 3rd.



Steve Montle
City Manager

Received 9/3/26
in
Christina M. Rush
City Clerk

CITY OF MONTROSE

MEMORANDUM

Date: September 3, 2026

To: Mayor Banks and City Council Members

From: Steve Montle, City Manager

Subject: Consent Agenda and New Business Items for September 8st Council Meeting

Consent Agenda:

- A. A-D Approve City Council Special Meeting Minutes as prepared by staff.
- E. Approval of City Council Bills for the Month of July 2026 as prepared by Mr. Karlichek and staff.
- F. Police/Fire/Code reports
- G. Code Enforcement Report
- H. Receive Finance reports
- I. Receive City Clerk Report
- J. City Secretary Report
- K. DPW Report
- L. Building Inspector Report
- M. Foster Swift Agreement
- N. Approval of Homecoming Parade

New Business Items:

- 1. Approval of Robert Kehoe as Building Inspector
 - a. As council is aware the contract for our building inspector expired on the week of August 17th and the City is in need of a qualified building inspector to continue efficient permitting and inspections for its residents and business owners. Mr. Kehoe has approximately 30 years of experience as a building inspector and comes highly recommended. He is a resident of Flushing, and currently is the building inspector for: Chesaning Twp., City of Perry, Maple Grove Twp, Village of Chesaning, Village of Oakley, Flushing Twp, City of Mt. Morris. Mr. Kehoe is aware of our immediate needs and is willing to step in at the same rate as our previous Building Official. He is open to either a short term engagement, or potentially a long term engagement depending on the future needs of the City.

Recommendation: It is my recommendation that council move to hire Mr. Kehoe as an employee effective September 2nd, 2026, at a rate of \$1300/month so that he may begin work immediately seeing that we have at least 1 building permit application that is pending.

2. Engagement Agreement with City Auditor.

Recommendation: Approve engagement so that we are clear to move forward with future audits.

3. Resolution to add Montle to Banking and Investment accounts.

Recommendation: Approve addition to accounts

4. We have an approval of annual lease agreement of \$1,720 to LeClerk Display for Christmas Lights. My understanding is that this is a regular activity of the city funded through the DDA budget.

5. Discussion of Montrose hosting Genesee County Small Cities/Villages Association

Recommendation: The Depot has been reserved for this event

6. Dennis Grahm Presentation

Bid Awards: None

Appointments: None

139 S. SAGINAW STREET
MONTROSE, MI 48457

CITY OF MONTROSE

PHONE (810) 639-6168
FAX (810) 639-6125



NOTICE OF SPECIAL MEETING

**CITY COUNCIL OF THE CITY OF MONTROSE
SPECIAL MEETING**

**September 8, 2026
at 7:00 p.m.**

THE MEETING WILL BE HELD AT:

The Montrose City Office
139 S. Saginaw Street, Montrose, Michigan 48457

The City of Montrose will hold a special meeting on September 8, 2026, at 7:00 p.m. at the City of Montrose, 139 S. Saginaw Street, Montrose, Michigan 48457. The purpose of the special meeting is to consider any issue permitted by law that may come before the City, including the following.

CALL IN DIRECTIONS:

September 8, 2026 07:00 PM Eastern Time (US and Canada)

Meeting ID: 820 8235 8066

Security Checked Passcode: 087946

Registration Link: <https://us06web.zoom.us/meeting/register/rBrn9jPzSxK0EK6mGPhUcA>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

APPROVAL OF AGENDA for September 8, 2026

PUBLIC COMMENTS

The purpose of this agenda item is to allow persons to comment on agenda items that will be considered at this meeting. This is not a forum for debate or for which questions will be answered. The City Council will consider all comments and questions and decide if they wish to address those items during the relevant agenda item. All persons addressing the City Council are asked to limit their comments to no more than three (3) minutes.

PRESENTATION: NONE

HOME OF THE ANNUAL BLUEBERRY FESTIVAL

CONSENT AGENDA

- a) Approval of Regular City Council Meeting Minutes July 21, 2026 – **(page 10)**
- b) Approval of Special City Council Meeting Minutes July 22, 2026 – **(page 14)**
- c) Approval of Special City Council Meeting Minutes July 31, 2026 – **(page 15)**
- d) Approval of Special City Council Meeting Minutes August 18, 2026 – **(page 16)**
- e) Approve City Council Bills for the month of July 2026 – **(page 18)**
- f) Receive and file Police, Fire, Code Enforcement Report for July 2026 – **(page 22)**
- g) Code Enforcement Report for July 2026 – **(page 24)**
- h) Receive and file City Treasurer/Finance Director & Deputy Treasurer Reports for July 2026 – **(page 25)**
- i) Receive and file City Clerk Report for July 2026 – **(page 27)**
- j) Receive and file City Secretary Report for July 2026 – **(page 32)**
- k) Receive and file DPW Supervisor Report for July 2026 – **(page 34)**
- l) Receive and file City Building Inspector Report for July 2026 – **(page 35)**
- m) Receive and file Signed Agreement with Foster Swift, Collins – **(page 36)**
- n) Approval of Community Event Application Re: Home Coming Parade – **(page 43)**

PUBLIC HEARING: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

- 1. Approval of Mr. Robert Kehoe Building Inspector – **(page 50)**
- 2. Engagement Letter with City Auditor Gabridge & Company – **(page 54)**
- 3. Resolution Re: Adding City Manager Steve Montle to City's Banking and Investment Accounts – **(page 62)**
- 4. Approved Request for LeClerc Display Co. (Christmas Decorations) – **(page 63)**
- 5. Discussion City of Montrose Hosting Genesee County Small Cities/Villages Association Meeting – **(page)**
- 6. Dennis Graham Re: 288 E. State Street – **(oral report)**

BID/AWARD PURCHASE: NONE

PUBLIC COMMENTS

The purpose of this agenda item is to allow persons to comment. This is not a forum for debate or for which questions will be answered. The City Council will consider all comments and questions and decide if they wish to address those items during council comments. All persons addressing the City Council are asked to limit their comments to no more than three (3) minutes.

CITY COUNCIL COMMITTEE REPORTS

CITY MANAGER, CITY COUNCIL COMMENTS

ADJOURNMENT

September 8, 2026

This notice is posted in compliance with the Open Meetings Act and the Americans with Disabilities Act (ADA).

Dated: September 3rd, 2026

Christina Rush, City Clerk
City of Montrose
139 S. Saginaw Street
Montrose, Michigan 48457
(810) 639-6168 ext. 3
clerk@cityofmontrose.us

Individuals with disabilities requiring auxiliary aids or services who are planning to attend the meeting should notify Christina Rush, City Clerk, 139 S. Saginaw Street, Montrose, Michigan 48457, (810) 639-6168 ext. 3 or via email clerk@cityofmontrose.us, within a reasonable time in advance of the meeting.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

July 21, 2026

a)

CALL TO ORDER: Mayor Tom Banks called the regular Council meeting to order at 7:02 p.m. The meeting was held at the City Offices located at 139 S. Saginaw Street, Montrose, MI.

ROLL CALL: Present council members were Mayor Tom Banks, Mayor Pro-Tem Mark Richard, Robert Arnold, Ryan Heslop, Todd Pangle, Lori Machuk, and Melissa Hoose. Also present was City Manager Consultant Joe Karlichek, City Clerk Tina Rush, and several citizens.

PLEDGE OF ALLEGIANCE: Mayor Tom Banks led The Pledge of Allegiance.

APPROVAL OF AGENDA FOR JULY 21, 2026: Rush informed Council that, at the June 23, 2026 City Council meeting, Machuk requested research regarding the verbiage of a motion reflected in the May 26, 2026 meeting minutes. Rush stated that the matter was placed on tonight's agenda for Council consideration. The agenda was updated at 7:00 p.m. the previous evening to include the matter, eliminating the need for Council to make a separate motion to add it to the agenda during the meeting.

- **MOTION** by Pangle **SECOND** by Heslop to approve the agenda, add onto the agenda discussion on the building department security deposit to old business. All Ayes. Motion Carried. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – No, Machuk – Aye, Heslop – No, Arnold – No, and Mayor Banks – No. Three (3) Ayes. Four (4) Nay's. Motion Died.
- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Heslop to add onto the agenda to discuss possible action on possible permits number 1, number 2 to remove from the agenda going into closed session to remove it from the agenda. Roll Call: Heslop – Aye, Arnold – Aye, Machuk – Nay, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Nay, and Mayor Banks – Aye. Five (5) Ayes. Two (2) Nays. Motion Carried.

PRESENTATION: *BLAKE D. STROZIER, ROWE PROFESSIONAL SERVICES COMPANY:* Representative Blake Strozier gave a presentation.

- **MOTION** by Pangle **SECOND** by Arnold to receive the draft City of Montrose Parks and Recreation Master Plan and authorize its release for public review from July 22 through August 21, 2026, with a public hearing and final adoption to be scheduled after completion of the review period and required notice. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

CITIZEN OF THE MONTH MR. PATRICK THORSBY: The Council honored Thorsby for his many years of dedicated service to the community, recognizing his generous charitable donations, volunteer work on numerous committees, and lasting contributions to the community..

- **MOTION** by Machuk **SECOND** by Hoose that we nominate Becky Volz for August Citizen of the month. Roll Call Vote: Machuk – Aye, Hoose – Aye, Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

July 21, 2026

MEETING OPEN TO THE PUBLIC (Agenda Items Only): Members of public made comments.

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Heslop that we allow to have a discussion pertaining to why Ms. Leonard's request was not put onto the agenda. Roll Call Vote: Mayor Pro-Tem Richard – Aye, Hoose – Aye, Heslop – Aye, Arnold – Aye, Pangle – Aye, Machuk – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.
- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Mayor Banks to throw onto tomorrow's meeting, discussion pertaining to what happened to Mrs. Leonard's application with Pivot Group present so they can explain the process. Roll Call Vote: Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Arnold – Aye, Hoose – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

*Members of the public continued making comments.

CONSENT AGENDA:

- A. APPROVAL OF CITY COUNCIL MEETING MINUTES FROM MAY 26, 2026
- B. APPROVAL OF CITY COUNCIL MEETING MINUTES JUNE 23, 2026
- C. APPROVE CITY COUNCIL BILLS FOR THE MONTH OF JUNE 2026
- D. RECEIVE AND FILE POLICE, FIRE, CODE ENFORCEMENT REPORT FOR JUNE 2026
- E. RECEIVE AND FILE GENESEE COUNTY 9-1-1 DIRECTOR'S REPORT FOR JUNE 2026
- F. RECEIVE AND FILE CONSULTANT CITY MANAGER REPORT FOR JUNE 2026
- G. RECEIVE AND FILE CITY TREASURER/FINANCE DIRECTOR & DEPUTY TREASURER REPORTS FOR JUNE 2026
- H. RECEIVE AND FILE CITY CLERK REPORT FOR JUNE 2026
- I. RECEIVE AND FILE CITY SECRETARY REPORT FOR JUNE 2026
- J. RECEIVE AND FILE CITY DPW SUPERVISOR REPORT FOR JUNE 2026
- K. RECEIVE AND FILE CITY BUILDING INSPECTOR REPORT FOR JUNE 2026

- **MOTION** by Pangle **SECOND** by Arnold to approve the consent agenda, removing the May 26 city council meeting minutes. Roll Call Vote: Hoose – Aye, Arnold – Aye, Machuk – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

PUBLIC HEARING: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

1. MAYOR REQUEST TO APPOINT MR. RAY FOUST AS INTERIM CITY MANAGER:

City Attorney Ryan asked if there's a consensus from council that Mr. Karllicheck address the council and Arnold said, All those in favor say aye, and council said aye except Mayor Banks.

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Mayor Banks to appoint Mr. Ray Foust as Interim City Manager. Roll Call Vote: Pangle – Nay, Hoose – Nay, Heslop – Aye, Machuk – Nay, Arnold – Nay, Mayor Pro-Tem Mark Richard – Aye, and Mayor Banks – Aye. Four (4) Ayes. Three (3) Ayes. Motion Died.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

July 21, 2026

2. CONSIDER APPROVAL OF LEASE CONTRACT FOR PITNEY BOWES:

- **MOTION** by Machuk **SECOND** by Arnold to approve the lease contract with Pitney Bowes. Roll Call Vote: Heslop – Aye, Arnold – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

3. BUILDING DEPARTMENT SECURITY DEPOSIT:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to send it to the Planning Board for review, revision and recommendation and to suspend the security deposit pending review. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

4. MRS. LEONARD REQUEST TO BE PLACED ONTO THE AGENDA:

- **MOTION** by Arnold **SECOND** by Pangle that we suspend this until the next meeting pending an investigation. Roll Call Vote: Machuk – Aye, Hoose – Aye, Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.
- **MOTION** by Mayor Banks **SECOND** by Mayor Pro-Tem Richard that we consider after conversing with the city attorney, we consider submitting Sadie Leonard's resume into the packet for consideration. Roll Call Vote: Arnold – Aye, Hoose – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

BID AWARD/PURCHASE: NONE

ORDINANCES: NONE

APPOINTMENTS: NONE

MEETING OPEN TO THE PUBLIC: Several citizens made a comment.

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Arnold that Sam be the authorized individual person to sign on behalf of the city. Roll Call Vote: Pangle – Aye, Heslop – Aye, Machuk – Aye, Arnold – Aye, Richard – Aye, Hoose – Aye, and Mayor Banks – Aye.

CITY COUNCIL COMMITTEE REPORTS: Oral reports given.

CITY MANAGER & CITY ATTORNEY REPORT, COUNCIL COMMENTS: Oral reports given.

CLOSED SESSION: Closed session was removed prior to approval of consent agenda.

CITY COUNCIL COMMENTS: Comments were made.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

July 21, 2026

ADJOURNMENT:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to adjourn the meeting. All Ayes.
Motion Carried.

Mayor Banks adjourned the meeting at 9:50 p.m.

Prepared by City Clerk, Tina Rush

DRAFT

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

July 22, 2026

CALL TO ORDER: Mayor Tom Banks called the special Council meeting to order at 7:00 p.m. The meeting was held at the Montrose City Offices at 139 S. Saginaw Street, Montrose, MI.

ROLL CALL: Present Council Members were Mayor Tom Banks, Mayor Pro-Tem Mark Richard, Robert Arnold, Ryan Heslop, Todd Pangle, Lori Machuk, and Melissa Wallace-Hoose. Also present was City Clerk Tina Rush, City Manager Consultant Joe Karlichek, and Pivot Lead Executive Recruiter, James Freed.

PLEDGE OF ALLEGIANCE: Mayor Banks led the Pledge of Allegiance.

APPROVAL OF AGENDA FOR JULY 22, 2026:

- **MOTION** by Pangle **SECOND** by Mayor Pro-Tem Richard to approve the agenda for July 22, 2026; Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, and Mayor Banks. All Ayes. Motion Carried.

TO CONSIDER AFTER CONVERSING WITH CITY ATTORNEY THAT WE CONSIDER SUBMITTING SADIE LEONARD'S RESUME:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to consider. Roll Call Vote: Heslop – Aye, Arnold – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

MEETING OPEN TO THE PUBLIC: Public comments were made.

CLOSED SESSION: *CONSIDER CLOSED SESSION UNDER MCL 15.268(F) TO REVIEW AND CONSIDER THE CONTENTS OF AN APPLICATION FOR EMPLOYMENT OR APPOINTMENT TO A PUBLIC OFFICE IF THE CANDIDATE REQUESTS THAT THE APPLICATION REMAIN CONFIDENTIAL:*

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle we go into closed session, consider closed session under MCL 15.268(f) to review. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, and Mayor Banks. All Ayes. Motion Carried.

Mayor Banks closed the meeting to the public at 7:20 p.m.

Mayor Banks brought the special meeting back to order at 7:54 p.m.

- **MOTION** by Pangle **SECOND** by Arnold that we choose candidates No. 2, 7 and 18 as an alternate. Roll Call Vote: Machuk – Aye, Hoose – Aye, Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried. to adjourn the meeting. All Ayes. Motion Carried.

ADJOURNMENT

- **MOTION** by Pangle **SECOND** by Arnold to adjourn the meeting. All Ayes. Motion Carried.

Mayor Banks adjourned the meeting at 7:56 p.m.

Prepared by City Clerk, Tina Rush

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

July 31, 2026

CALL TO ORDER: Mayor Tom Banks called the special Council meeting to order at 6:00 p.m. The meeting was held at the Montrose Depot, 154 W. Street, Montrose, MI.

ROLL CALL: Present Council Members were Mayor Tom Banks, Mayor Pro-Tem Richard, Robert Arnold, Ryan Heslop, Todd Pangle, Lori Machuk, and Melissa Wallace-Hoose. Also present was City Clerk Tina Rush.

PLEDGE OF ALLEGIANCE: Mayor Banks led the Pledge of Allegiance.

MEETING OPEN TO THE PUBLIC (Agenda Items Only): One resident made a comment.

SPECIAL BUSINESS:

1. *DISCUSSION/DIRECTION RE: CITY MANAGER SEARCH – PIVOT GROUP JAMES FREED.*

A. 6:10 P.M. Interview: Stanilaw Osei-Bonsu

B. 7:00 P.M. Interview: Ted Valley

C. 7:50 P.M. Interview: Steve Montle

The three candidates answered questions supplied to them by council.

D. *DISCUSSION/DIRECTION CITY MANAGER JOB OFFER*

- **MOTION** by Mayor Banks **SECOND** by Arnold to make Steve Montle as our lead interviewee; Roll Call Vote: Pangle – Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Arnold – Aye, Hoose – Aye, Pangle – Aye, Mayor Banks – Aye. All Ayes. Motion Carried.

ADJOURNMENT

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Mayor Tom Banks to adjourn the meeting. All Ayes. Motion Carried.

Mayor Banks adjourned the meeting at 8:40 p.m.

Prepared by City Clerk, Tina Rush

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

August 18, 2026

CALL TO ORDER: Mayor Tom Banks called the special Council meeting to order at 7:02 p.m. The meeting was held at the City Offices located at 139 S. Saginaw Street, Montrose, MI.

ROLL CALL: Present Council Members were Mayor Tom Banks, Mayor Pro-Tem Richard, Robert Arnold, Ryan Heslop, Todd Pangle, Lori Machuk, and Melissa Wallace-Hoose. Also present was City Clerk Tina Rush.

PLEDGE OF ALLEGIANCE: Mayor Banks led the Pledge of Allegiance.

APPROVAL OF AGENDA FOR AUGUST 18, 2026

- **MOTION** by Pangle **SECOND** by Hoose to approve the agenda for August 18, 2026; Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, Mayor Banks – Aye. All Ayes. Motion Carried.

MEETING OPEN TO THE PUBLIC (Agenda Items Only): Residents made comments.

SPECIAL BUSINESS:

1. DISCUSSION/DIRECTION CITY MANAGER CONTRACT:

- **MOTION** by Hoose **SECOND** by Machuk that we accept the City Manager contract;
- **AMENDED MOTION** by Hoose **SECOND** by Machuk amend the motion contingent on the changes you will be making that Mr. Montle has accepted. Roll Call Vote: Machuk – Hoose – Aye, Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Nay, Pangle – Aye, Mayor Banks – Nay. Five Ayes and Two Nays. Motion Carried.

2. DISCUSSION/DETERMINE PATHWAY FORWARD CITY MANAGER CONSULTANT POSITION:

- **MOTION** by Hoose **SECOND** by Machuk that we look into a pathway forward with the City Manager/Consultant position;
- **AMENDED MOTION** by Hoose **SECOND** by Machuk to keep Joe Karlichek until the 28th of August, extending his contract at the same rate: Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Machuk – Aye, Hoose – Aye, Arnold – Aye, , Mayor Banks – Aye. All Ayes. Motion Carried.

3. DISCUSSION/DIRECTION CITY ATTORNEY:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle at this point to have Foster & Swift as interim attorney, until we hire a firm and attorney pertaining to the engagement letter that the clerk received and have Tom Banks sign the document; Roll Call Vote: Mayor Pro-Tem Richard – Aye, Hoose – Nay, Heslop – Aye, Arnold – Aye, Pangle – Aye, Machuk – Aye, Mayor Banks – Aye. Six Ayes and 1 Nay. Motion Carried.
- **MOTION** by Pangle **SECOND** by Mayor Pro-Tem to move the August regularly scheduled meeting to September 1st at 7:00PM; Roll Call Vote: Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Arnold – Aye, Hoose – Aye, Pangle – Aye, Mayor Banks – Aye. All Ayes. Motion Carried.

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES
August 18, 2026

ADJOURNMENT

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to adjourn the meeting. All Ayes.
Motion Carried.

Mayor Banks adjourned the meeting at 8:22 p.m.
Prepared by City Secretary, Christine Schultz

DRAFT

08/26/2026 08:08 AM

User: TINA

DB: Montrose

CHECK REGISTER FOR CITY OF MONTROSE
CHECK DATE FROM 07/01/2026 - 07/31/2026

Page: 1/3

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
Bank SB CK CHOICE ONE BANK							
Check Type: EFT Transfer							
07/02/2026	SB CK	43(E)	160	ELAN - CREDIT CARD	ELAN - CREDIT CARD	Credit Card Statement for	642.88
07/02/2026	SB CK	44(E)	320	PITNEY BOWES (POSTAGE)	PITNEY BOWES (POSTAGE)	Pitney Bowes Postage Refil	1,000.00
07/02/2026	SB CK	45(E)	111	PITNEY BOWES GLOBAL FIN	PITNEY BOWES GLOBAL FIN	Equipment Lease 03/30/26 -	460.26
07/16/2026	SB CK	46(E)	139	CHOICEONE BANK	CHOICEONE BANK	Principal & Interest Payme	31,828.13
07/16/2026	SB CK	47(E)	049	NEXTIVA, INC.	NEXTIVA, INC.	Nextiva Telephone Charges	197.79
07/16/2026	SB CK	48(E)	322	SMALL BUSINESS INSURANC	SMALL BUSINESS INSURANC	SBAM - August 2026 Health,	1,197.75
07/16/2026	SB CK	49(E)	885	SPECTRUM BUSINESS	SPECTRUM BUSINESS	Internet Services for July	279.98
07/30/2026	SB CK	50(E)	049	NEXTIVA, INC.	NEXTIVA, INC.	Nextiva Telephone Charges	198.50
Total EFT Transfer:							35,805.29
Check Type: Paper Check							
07/02/2026	SB CK	21535	883	CHRISTINA RUSH	CHRISTINA RUSH	Per Diem for Attending 202	206.00
07/02/2026	SB CK	21536	976	CITY OF CLIO	CITY OF CLIO	Code Enforcement Services	1,539.55
					CITY OF CLIO	Code Enforcement Services	1,625.88
							3,165.43
07/02/2026	SB CK	21537	020	GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Sewer Treatment Charges fo	15,199.00
					GENESEE COUNTY DRAIN CO	Water Treatment Charges fo	27,522.26
					GENESEE COUNTY DRAIN CO	Sanitary Sewer Maintenance	2,970.35
							45,691.61
07/02/2026	SB CK	21538	022	GENESEE COUNTY ROAD COM	GENESEE COUNTY ROAD COM	Salt Purchased in January	850.17
07/02/2026	SB CK	21539	226	GROSS MOWER SALES	GROSS MOWER SALES	Repair Powerwasher	142.14
07/02/2026	SB CK	21540	113	HYDROCORP	HYDROCORP	Cross Connection Inspectio	319.88
07/02/2026	SB CK	21541	584	IVERSON'S LUMBER COMPAN	IVERSON'S LUMBER COMPAN	2" x 4" Premium SPF Kiln f	4.88
					IVERSON'S LUMBER COMPAN	Paint for Marking Water Li	88.21
							93.09
07/02/2026	SB CK	21542	053	JOE KARLICHEK	JOE KARLICHEK	06/20/26 - 06/26/26 - City	1,403.47
07/02/2026	SB CK	21543	172	KIMBERLY LYNCH	KIMBERLY LYNCH	05/18/26 - 06/14/26 Interi	8,200.00
07/02/2026	SB CK	21544	561	MACQUEEN - BELL EQUIPME	MACQUEEN - BELL EQUIPME	New Broom for Street Sweep	223.71
07/02/2026	SB CK	21545	071	MENARDS	MENARDS	Mulch for City Office & Gr	93.81
					MENARDS	Mulch for City Office & Ho	36.63
							130.44
07/02/2026	SB CK	21546	949	MODERN CONCRETE	MODERN CONCRETE	Grant for CDBG Sidewalks	634.00
07/02/2026	SB CK	21547	052	MONTROSE GREENHOUSE	MONTROSE GREENHOUSE	6 Rectangular Pots of 3 &	4,110.00
07/02/2026	SB CK	21548	082	PIVOT GROUP, LLC	PIVOT GROUP, LLC	City Manager Executive Sea	10,649.00
07/02/2026	SB CK	21549	046	PRINTING SYSTEMS, INC	PRINTING SYSTEMS, INC	1,000 AV Secrecy Sleeves &	86.74
07/02/2026	SB CK	21550	258	PRIORITY WASTE LLC	PRIORITY WASTE LLC	Refuse Services for July 2	10,301.88
07/02/2026	SB CK	21551	056	QUILL CORPORATION	QUILL CORPORATION	Office & DPW Supplies for	125.63
07/02/2026	SB CK	21552	016	SHRED EXPERTS LLC	SHRED EXPERTS LLC	Shredded 1 - 96 Gallon Tot	85.00
07/02/2026	SB CK	21553	114	VERDANT COMMERCIAL CAPI	VERDANT COMMERCIAL CAPI	City Office Copy Machine M	197.26
07/02/2026	SB CK	21554	099	WADE-TRIM, INC.	WADE-TRIM, INC.	Zoning Ordinance Updates S	2,026.50
07/02/2026	SB CK	21555	972	WEX BANK	WEX BANK	Fuel for June 2026	1,068.50
07/02/2026	SB CK	21556	561	MACQUEEN - BELL EQUIPME	MACQUEEN - BELL EQUIPME	Repaired Street Sweeper	35,941.40
07/16/2026	SB CK	21557	288	APM - ADVANCED OUTDOOR	APM - ADVANCED OUTDOOR	Mosquito Services for July	6,580.00

CHECK REGISTER FOR CITY OF MONTROSE
 CHECK DATE FROM 07/01/2026 - 07/31/2026

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
07/16/2026	SB CK	21558	054	ASSOCIATION OF PUBLIC T	ASSOCIATION OF PUBLIC T	09/30/26 - 08/31/27 Member	
07/16/2026	SB CK	21559	004	BRUTON SNOW REMOVAL	BRUTON SNOW REMOVAL	Grass Mowing for June 2026	509.00
07/16/2026	SB CK	21560	145	CITY OF MONTROSE	CITY OF MONTROSE	City Offices for July 2026	2,709.00
				CITY OF MONTROSE	CITY OF MONTROSE	DPW Garage for July 2026	71.53
				CITY OF MONTROSE	CITY OF MONTROSE	The Depot for July 2026	78.00
				CITY OF MONTROSE	CITY OF MONTROSE	Lion's Park Restrooms for	67.28
				CITY OF MONTROSE	CITY OF MONTROSE	Blueberry Park Restrooms f	68.69
				CITY OF MONTROSE	CITY OF MONTROSE	Jennings Library for July	97.93
							79.89
07/16/2026	SB CK	21561	290	CIVIC PLUS LLC	CIVIC PLUS LLC		463.32
07/16/2026	SB CK	21562	010	CONSUMERS ENERGY	CONSUMERS ENERGY	Full-Service Supplementati	
07/16/2026	SB CK	21563	010	CONSUMERS ENERGY	CONSUMERS ENERGY	Utility Bills for June 202	1,785.00
07/16/2026	SB CK	21564	614	GENESEE COUNTY CLERK	GENESEE COUNTY CLERK	Annual DDA Pole Rental Fee	3,155.38
						Ballot Programming for the	97.65
07/16/2026	SB CK	21565	020	GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Water Quality Monitoring f	300.00
				GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Water Samples June 2026	80.00
				GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Water Treatment Charges fo	50.00
							28,290.58
07/16/2026	SB CK	21566	410	GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Shovels to Plance Inside 2	27.38
				GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Parts for the Power Washer	28.97
				GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Caution Tape for CDBG Proj	12.99
							69.34
07/16/2026	SB CK	21567	024	GOLD & SONS AUTOMOTIVE	GOLD & SONS AUTOMOTIVE	3V Battery, Paint Markers	
				GOLD & SONS AUTOMOTIVE	GOLD & SONS AUTOMOTIVE	Oil for Power Washer	25.26
							5.61
07/16/2026	SB CK	21568	226	GROSS MOWER SALES	GROSS MOWER SALES	New Cutting Edges for	30.87
07/16/2026	SB CK	21569	059	GUNS N HOSES	GUNS N HOSES	Customer Deposit Refund fo	1,462.56
07/16/2026	SB CK	21570	053	JOE KARLICHEK	JOE KARLICHEK	06/29/26 - 07/12/26 - City	300.00
07/16/2026	SB CK	21571	157	KCI - KENT COMMUNICATIO	KCI - KENT COMMUNICATIO	2026 Summer Tax Bill - Bal	2,888.09
07/16/2026	SB CK	21572	172	KIMBERLY LYNCH	KIMBERLY LYNCH	06/15/26 - 06/28/26 Interi	631.47
				KIMBERLY LYNCH	KIMBERLY LYNCH	06/29/26 - 07/12/26 Interi	4,100.00
							3,300.00
07/16/2026	SB CK	21573	071	MENARDS	MENARDS		7,400.00
07/16/2026	SB CK	21574	949	MODERN CONCRETE	MODERN CONCRETE	Weed Killer for City Stree	
						CDBG Sidewalk	139.98
07/16/2026	SB CK	21575	042	MONTROSE TOWNSHIP	MONTROSE TOWNSHIP	Fire/Police Contract for J	734.00
				MONTROSE TOWNSHIP	MONTROSE TOWNSHIP	Fire/Police Contract for J	36,670.52
							36,670.52
							73,341.04
07/16/2026	SB CK	21576	105	NETSOURCE ONE	NETSOURCE ONE	Fifth and Final Invoice fo	
				NETSOURCE ONE	NETSOURCE ONE	Monthly Server Backup/ Lic	622.00
							1,727.60
07/16/2026	SB CK	21577	056	QUILL CORPORATION	QUILL CORPORATION	Office & DPW Supplies for	2,349.60
07/16/2026	SB CK	21578	530	ROBERT NAUMANN	ROBERT NAUMANN	Assessing Services for Jun	206.52
07/16/2026	SB CK	21579	643	ROWE PROFESSIONAL SERVI	ROWE PROFESSIONAL SERVI	5-Year Recreation Plan Pro	1,000.00
07/16/2026	SB CK	21580	910	SHERWIN WILLIAMS CO.	SHERWIN WILLIAMS CO.	Paint for Crosswalks	1,722.50
07/16/2026	SB CK	21581	306	SOLUCIENT SECURITY SYST	SOLUCIENT SECURITY SYST	Quarterly Security Monitor	755.80
							225.00

08/26/2026 08:08 AM

User: TINA

DB: Montrose

CHECK REGISTER FOR CITY OF MONTROSE
CHECK DATE FROM 07/01/2026 - 07/31/2026

Page: 3/3

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
07/16/2026	SB CK	21582	099	WADE-TRIM, INC.	WADE-TRIM, INC.	Zoning Ordinance Updates S	1,055.71
07/30/2026	SB CK	21583	066	GARJEN LLC	GARJEN LLC	Installed Security Camera	1,337.00
07/30/2026	SB CK	21584	020	GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Sewer Treatment Charges fo	14,334.03
07/30/2026	SB CK	21585	226	GROSS MOWER SALES	GROSS MOWER SALES	Fixed Pole Saw	59.00
07/30/2026	SB CK	21586	113	HYDROCORP	HYDROCORP	Cross Connection Inspectio	319.88
07/30/2026	SB CK	21587	053	JOE KARLICHEK	JOE KARLICHEK	07/13/26 - 07/26/26	2,801.14
07/30/2026	SB CK	21588	042	MONTROSE TOWNSHIP	MONTROSE TOWNSHIP	Jennings Library Consumers	1,449.22
07/30/2026	SB CK	21589	105	NETSOURCE ONE	NETSOURCE ONE	Domain Renewal for 1 - Yea	35.00
07/30/2026	SB CK	21590	046	PRINTING SYSTEMS, INC	PRINTING SYSTEMS, INC	1,000 AV Ballot Return Env	160.94
					PRINTING SYSTEMS, INC	2,000 Shut off Notices	184.75
					PRINTING SYSTEMS, INC	1,000 Past-Due Shut off Wi	111.54
					PRINTING SYSTEMS, INC	5,000 Utility Bills	352.11
							<u>809.34</u>
07/30/2026	SB CK	21591	258	PRIORITY WASTE LLC	PRIORITY WASTE LLC	Refuse Services for August	10,211.12
07/30/2026	SB CK	21592	056	QUILL CORPORATION	QUILL CORPORATION	Office & DPW Supplies for	38.99
					QUILL CORPORATION	Office & DPW Supplies for	103.85
							<u>142.84</u>
07/30/2026	SB CK	21593	083	RIVERSIDE MARKET	RIVERSIDE MARKET	Election Supplies for Augu	26.47
					RIVERSIDE MARKET	Election Supplies for Augu	11.72
							<u>38.19</u>
07/30/2026	SB CK	21594	530	ROBERT NAUMANN	ROBERT NAUMANN	Assessing Services for Jul	1,000.00
07/30/2026	SB CK	21595	114	VERDANT COMMERCIAL CAPI	VERDANT COMMERCIAL CAPI	City Office Copy Machine M	197.26
07/30/2026	SB CK	21596	062	WARREN EDWARDS	WARREN EDWARDS	Refund Roofing Deposit for	300.00
						Total Paper Check:	<u>297,018.28</u>

SB CK TOTALS:

Total of 70 Checks:

Less 0 Void Checks:

Total of 70 Disbursements:

332,823.57

0.00

332,823.57

08/26/2026 08:07 AM

User: TINA

DB: Montrose

CHECK REGISTER FOR CITY OF MONTROSE
CHECK DATE FROM 07/01/2026 - 07/31/2026

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
Bank TAX C TAX ACCOUNT							

Check Type: Paper Check

07/30/2026	TAX C	2813	145	CITY OF MONTROSE	CITY OF MONTROSE	TAX COLLECTION 7.1.2026-7.	43,898.71
07/30/2026	TAX C	2814	168	CITY OF MONTROSE - DDA	CITY OF MONTROSE - DDA	TAX COLLECTION 7.1.2026-7.	936.58
07/30/2026	TAX C	2815	065	GENESEE COUNTY TREASURE	GENESEE COUNTY TREASURE	TAX COLLECTIONS 7.1.2026-7	19,534.33
Total Paper Check:							64,369.62

TAX C TOTALS:

Total of 3 Checks:

Less 0 Void Checks:

Total of 3 Disbursements:

64,369.62

0.00

64,369.62

Montrose Township Police Department

CITY STATS JULY 2026

JUNE	TYPE OF CALLS	July
38	General Radio Calls	44
0	Felony Arrests	0
2	Misdemeanor Arrests	2
0	Operating While Intox. (OWI)	0
4	Traffic Violations	3
9	Verbal Warnings	1
0	Accidents	0
0	Public Assists	1
1	Assist Other Department	4
0	Motorist Assist	0
1	Medical Calls	2
488	Property Inspections	431
3	Vacation Checks	4

MONTROSE FIRE DEPARTMENT

JULY 2026 Stats

TOWNSHIP	TYPE	CITY
12	Medicals	
	Structure Fire	2
	Hazardous Incident	
1	CO Detector	
	Coordination	
1	Power/Cable Lines Down	
3	Accident/Extrication	
	Severe Weather	
	Smoke Investigation	
7	Public Assists/Trees Down	
5	Mutual Aid	
3	Fire Alarm	1
1	Vehicle Fire/Lawn Mower	
	Grass Fire/Open Burn/Brush	
2	Trash Fire	
	Cancelled Enroute	

Township Total = 35

City Total =3

Total Calls Year to Date Township=203

Total Calls Year to Date City=39

CITY OF MONTROSE

139 S. SAGINAW STREET
MONTROSE, MI 48457



PHONE (810) 639-6168
FAX (810) 639-6125

+
08-10, 2026

Attention: City Administrator Joe Karlicheck and Montrose, MI City Commission members.

In the month of July 2026, exactly 25 code violation letters were issued to Montrose residents and businesses. This is an estimated breakdown of my activity for the month of March.

- (1) 10% vacant build registration.
- (2) 10% unregistered and inoperable vehicles.
- (3) 20% parking between the road and the sidewalk, in the front yard, and obstructing sidewalks.
- (4) 20% exterior Property
- (5) 20% mowing resident's grass
- (6) 20 % rental registration

I have estimated that 85% of violations have been corrected with 15% still pending.

Should you have any questions regarding this matter, please contact me at (810-444-6766).

Sincerely,

Scott Murlick
Code Enforcement Officer

In accordance with Federal law and US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, disability, political beliefs, or disability. (Not all prohibited bases apply to all programs). Hearing or speech impaired services available by dialing 711.

To file a complaint of discrimination, write to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-5694 (TDD).

CITY OF MONTROSE MEMORANDUM

Date: August 5, 2026

To: Mayor Banks and Montrose City Council Members

From: Marcy Collins, Deputy Treasurer Administrative Assistant

Subject: Deputy Treasurer/Administrative Assistant Report for July 2026

Trainings

- August – Fall Conference in Grand Rapids. This will be a national conference this year where MMTA partners with APT US&C.

Webinar

- Had another Treasurer to Treasurer. They talked about different credit card payment methods once we transfer over to the cloud.
- Looking into a few other webinar trainings

Duties

- Just an update on Business, Vacant, and Church/School/Government Building Registrations
 - We are only missing one Business Registration: Century Link/Bright Speed
 - Vacant Buildings we haven't received 4 and they have received Tickets for them they are as follow: 103 W. State St, 108 W. State St., 114 W. State St. & 355 E. State St.
 - I would also like to get with the following 4 places and get information filled out just in case of an emergency such as a fire to know who to contact. There would be no fee for this: Good Shepherd Parish, Montrose Blueberry Festival, Montrose Global Methodist Church, and Montrose Senior Annex
- Bank reconciliation of all accounts
- Tax Collections are well underway. We have already done one payout to the entities and will be doing another one soon.
- Have continued sending invoices out for lawn mowing and receiving some payments.

Recommendation: City Council receive and File Report.

CITY OF MONTROSE

MEMORANDUM

Date: August 5, 2026

To: Mayor Banks and Montrose City Council Members

From: Marcy Collins, Deputy Treasurer Administrative Assistant

Subject: Investment Report for July 2026

Money Market – Choice One Bank

- Beginning balance for May \$44,059.37. Ending July with a balance of \$44328.99.
 - The monthly interest rate is staying at about 2.48%, or right between 2.34% & 2.63%
 - We earned \$89.81 in interest for May. June's interest was \$87.09 and we ended July with interest at \$92.72

Big Sweep/Little Sweep – Choice Bank

- Beginning balance for May \$891,712.12. Ending balance in July was \$896,783.33.
 - We earn about 2.25% to 2.5% on this account of interest.
 - For May we earned \$1,705.58 in interest, June interest was \$1,635.65 and July's interest was \$1711.98.

Michigan Class

- Our Michigan Class accounts are doing great
 - General Fund \$305,818.82
 - Major Roads \$407,758.48
 - Downtown Development Authority \$152,422.87
 - Sewer Fund \$406,460.86
 - Water Fund \$101,939.62
 - Rubbish Collection Fund \$10,194.03
 - Mosquito Control Fund \$4,077.56
 - USDA Bond Acct \$40,121.77
- In May we earned \$4,478.01 in interest. June interest was \$4,379.79 and we ended July with interest at \$4,552.58.

Recommendation: City Council receive and File Report.

**CITY OF MONTROSE
MEMORANDUM**

J

Date: August 10, 2026

To: Mayor Banks and Montrose City Council Members

From: City Clerk, Tina Rush

Subject: Report on City Clerk Activities for July 2026

Accounts Payable Processing

- Processed regular accounts payable and tax check runs for vendor payments.
- Entered invoices and maintained supporting payment documentation.
- Special attention was given to ensuring expenses were recorded in the appropriate fiscal year during the transition into FY 2026/2027
- Followed up with vendors regarding outstanding invoices and required documentation.
- Followed up on outstanding W-9, liability insurance, and workers' compensation documentation and withheld processing where required documentation remained incomplete.

Investments and Banking Access Updates

- Coordinated banking and financial-account matters with City representatives.
- Communicated with ChoiceOne Bank regarding the City's \$300,000 loan to better understand the principal and interest structure because it did not match the payment schedule that was submitted to the city.
- Maintain supporting banking and investment documentation.
- Reviewed loan, banking-access, and authorized-signer information.
- Maintained supporting financial and investment documentation.

Personnel & Administrative Support

- Provided continued administrative support during the City Manager transition while maintaining regular Clerk operations.
 - Coordinated benefit-related documentation, insurance questions, vendor requirements, departmental information, Council materials, and other administrative matters necessary to keep City operations moving during the transition period.
-

Freedom of Information Act (FOIA) Compliance

- Processed multiple FOIA requests and coordinated public inspection of City records.
- Coordinated responses with legal counsel to ensure accuracy and legal compliance.
- Prepared written responses by providing electronic and hard-copy records when appropriate and calculated where applicable.
- Continued supporting compliance with FOIA public records and record retention laws.

Training, Professional Development & Associations

- Communicated with the Michigan Municipal League to retrieve training records and certificates.
- Attended the Genesee County Roundtable featuring guest speakers Deputy Secretary of State Aghogho Edevbie and Attorney General Dana Nessel. Participated in discussions regarding election administration and issues affecting local election officials.

Elections Administration / Election Activities

- Answered voter questions, assisted with absentee-ballot matters, provided information about Early Voting opportunities, and helped ensure residents understood when and how they could cast their ballots.
- Coordinated staffing, schedules, supplies, equipment, activities, receiving-board procedures, election-worker assignments, and required documentation for nine-day Early Voting.
- Coordinated and scheduled Election Commission meeting; prepared meeting packets and coordinated required postings; worked with the City's website provider to resolve technical issues; and followed up on publication information and scheduling to help ensure required information was posted and made available to the public in a timely manner.
- Organized and scheduled refresher training for election inspectors covering 9-Day Early Voting, voter check-in, ballot processing, opening and closing procedures, voter assistance, and common Election Day situations. Participated in virtual EPB training regarding voter processing during Early Voting and worked directly with inspectors to review procedures and ensure they were prepared for their assignments.
- Obtained quotes for security camera upgrades by contacting qualified vendors, coordinating site assessments, and reviewing proposed equipment, installation costs, and services. By obtaining a third quote, the City achieved savings of \$ 811.40. Although the City will receive 100% reimbursement of the eligible costs through the Bureau, obtaining the lower quote resulted in cost savings to the overall project.

- Working on the grant application by gathering and organizing required documentation, including invoices and vendor quotes, and completing the online grant submission process.
- Assisted Montrose Community Schools with information regarding submission of its November ballot proposal documents and continued coordinating election requirements extending into the November election cycle.
- Genesee County Board of Canvassers completed the official canvass of all municipalities. The City of Montrose was not required to appear during the canvass to address any questions or discrepancies. The City is now awaiting final certification by the Bureau of Elections.
- Began preparing for upcoming November 3, 2026 General Election by submitting election supplies and ballot order.
- Processed updates for 45 voters, including voter record maintenance, address changes, removals, and required documentation.
- Processed 1, 163 emails, 5 faxes and 21 voicemails returned.

Please let me know if you have any questions.

Respectfully submitted,
Tina Rush, City Clerk

Clerk

From: Viox, Nicholas (AG) <VioxN@michigan.gov>
Sent: Monday, August 10, 2026 11:08 AM
Cc: Nova, Ingrid (MDOS)
Subject: Thank You for Joining the Genesee County Clerks Roundtable
Attachments: LEO May 2026 Update Redacted (1).pdf

CAUTION: This email originated from outside the City of Montrose. Maintain caution when opening external links/attachments

Good Morning Clerks,

Thank you for taking the time to join us for our Genesee County Clerks Roundtable and, most importantly, thank you for everything you did to administer Tuesday's primary. While the work certainly continues, the election went well overall, and your preparation, professionalism, and dedication made that possible.

We appreciate your willingness to share what you experienced, raise concerns, and have candid conversations about the challenges facing local election officials as we look ahead to November.

During our conversation, several key topics were highlighted:

- **Election security and federal activity:** We discussed concerns surrounding the Qualified Voter File, as well as the DOJ election monitors present during the primary. While the threatening letters and rhetoric created significant concern, their conduct on Election Day was substantially less disruptive than anticipated. The Department of Attorney General and Michigan Department of State monitored every location visited by federal monitors, and we anticipate their presence may expand in November.
- **Supporting election officials:** Please notify us immediately of any threats directed toward you, your staff, or your election operations. Our teams have specialized experience handling these matters and want to be involved as quickly as possible. We also discussed the resources available when local law enforcement is hesitant to address an unfamiliar election-related situation.
- **Voting equipment funding:** The state continues to push for the full cost of voting equipment to be covered by the state. As you begin preparing 2027 budgets, we encourage you to set aside as much funding as possible while those discussions continue. We will keep you updated as more information becomes available.
- **Absentee ballot delivery and USPS issues:** Several clerks reported concerns about voters not receiving absentee ballots, as well as ballots being delayed or returned by the postal service. Clerks should continue monitoring for unusual patterns, building relationships with local postal carriers, and communicating clearly with voters about when it is too late to safely return a ballot by mail. When appropriate, voters should be encouraged to utilize other available options, including returning a ballot through a drop box, voting early, or voting in person.
- **Voter misinformation:** We heard several examples of voters being concerned that their absentee ballots would not count unless they presented identification when returning them. Local clerks are among the most trusted messengers in their communities and play an essential role in correcting these misconceptions. MDOS and MDAG will continue providing communications support and resources that can be adapted for local use.
- **Voter registration concerns:** Clerks raised questions about fraudulent or potentially fraudulent voter registration applications, third-party registration efforts, automatic voter registration, and other registration-related issues. We encourage you to continue documenting and reporting unusual patterns so they can be evaluated and addressed appropriately.
- **Election integrity and voter challenges:** We discussed the importance of following Michigan's rules regarding absentee ballot spoiling and preventing attempts to vote more than once, particularly as the introduction of early voting has changed some of the procedures clerks are accustomed to.

- **Poll safety and law enforcement:** We discussed appropriate law enforcement presence at polling locations, including concerns about visible law enforcement personnel potentially intimidating voters. Clerks should also make sure their local police and emergency responders have current contact information, including the information necessary to prevent confusion during a potential swatting or other emergency incident.
- **Election worker recruitment and retention:** We recognize the increasing demands placed on local clerks and election workers, as well as the challenges associated with compensation, recruitment, and turnover. These are important issues that require continued attention at the state and local levels.
- **Public confidence and transparency:** We discussed opportunities to help voters better understand election administration, including processes such as ballot tabulation and other post-election procedures. Transparency and clear communication can go a long way toward building confidence and countering misinformation.

As we look toward November, state agencies and stakeholder organizations are continuing to coordinate preparedness efforts and plan for a range of potential scenarios. We will continue working to protect Michigan's elections and will remain engaged through certification of the results.

As a follow-up, please feel free to reach out to the following contacts with any questions:

Criminal Law Division | Danielle Hagaman-Clark | HagamanClarkD@michigan.gov

Election Law Division | Heather Meingast | MeingastH@michigan.gov

Hate Crimes and Domestic Terrorism Unit | Nimish Ganatra | GanatraN@michigan.gov

Criminal Investigation Division | Aubrey Sargent | SargentA1@michigan.gov

Thank you again for your partnership and for the tremendous work you do on behalf of Michigan voters. We appreciate your leadership and look forward to continuing to work alongside you as we prepare for November.

Sincerely,

Nick Viox (*he/him*)

Internal/External Events Coordinator

Michigan Department of Attorney General Dana Nessel

517.927.5482 | vioxn@michigan.gov

CITY OF MONTROSE

MEMORANDUM

Date: August 1, 2026

To: Mayor Banks and City Council Members

From: City Secretary

Subject: Utility, Tax, Water/Sewer and Customer Service Report for August 2026

In an effort to keep City Council well-informed, Administration is providing a monthly report on the following activities. This report outlines the status, progress, activity, projects and/or initiatives, it is by no means an all-inclusive list of the activities. **July 2026 activities.**

- July 8, 2026 -- MERS webinar: Understanding your Defined Contribution.
- Currently I am looking into more training.

Customer Assistance Front Counter

Total: 256

I received 65 phone calls regarding trash/recycle complaints, depot rentals, utility payments, and tax questions.

Depot Rentals

Total: 4

Lions Park Rentals

Total: 1

Blueberry Park Rentals

Total: 0

Trash/Recycling Complaints

Total: 8

Dump Passes

Total: 2

Burn Permits

Total: 5

Water/Sewer Bill Reconciliation

Six hundred and fifty-five water bills were processed in July. One hundred and eleven water bills were emailed out and the rest printed and sent out through the mail. Water bills hand delivered on July 9, 2026, to the post office. Eighty-one water bills on autopayment.

Water Shut Off

Eighty residents on the shut-off list for the month of July. A resident must be two months behind on payments to be on the shut-off list. Forty-eight residents paid before phone calls were made. Thirty-two received one if not

two additional phone calls regarding the shut-off date. By July 7, 2026, at 6pm, all residents had paid on time or made payment arrangements. Shut off was scheduled for July 8, 2026.

Total: 0 – On July 8, 2026, at 8am.

Recommendation: City Council Consider Receive and File Report

DPW Director

From: DPW Director
Sent: Tuesday, August 18, 2026 5:20 AM
To: Joe Karlichek
Subject: DPW Activities: July 2026

Date: August 18, 2026

To: Mayor Tom Banks and City Council Members

From: Sam Spence, DPW Supervisor

Subject: DPW Activities for July 2026

STREETS:

- * Swept all curbed streets (including M-57)
- * Graded dirt roads with Dump Truck
- * Painted Cross walks
- * Painted all yellow divide lines in roads
- * Painted all parking spots (DDA, Office, and Park)
- * Patched Hickory St.

PARKS AND RECREATION:

- * Hung Lions Park Banners
- * Mowed and maintained both parks
- * Checked Blueberry Park restrooms daily

SEWER/WATER:

- * Conducted water turn offs/on for non-payment
- * Collected and submitted all water samples required by EGLE
- * Marked all water/storm lines for Consumers pole replacement, and all missdig tickets
- * Flushed and winterized all Hydrants
- * Painted Hydrants

MAINTENANCE:

- * General maintenance on all equipment

TRAINING/CONFERENCES/COMMITTEES:

- * N/A

BUILDING/GROUNDS/CITY HALL:

- * Mowed all City owned parcels
- * Watered DDA/City Office flowers
- * Sprayed weeds DDA/Office/Parks

Recommendation: City Council Receive and File Report for July 2026

In accordance with Federal law and US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex and familial

CITY OF MONTROSE

139 S. Saginaw Street

Montrose, MI 48457

Phone: 810-639-6168

permits@cityofmontrose.us

INSPECTION NOTICE

Job Location _____ Permit # _____

Name of Permit Holder Inspector's report for day 26

Address _____

Inspection ☐ Building ☐ Electrical ☐ Mechanical ☐ Plumbing ☐ Fire

Type ☐ Footing ☐ Foundation ☐ Underground ☐ Service ☐ Rough ☐ Insulation ☐ Final
☐ Progress ☐ Exterior/Wall Flashing ☐ Other _____

Status: ☐ Approved ☐ Not Approved - See Comment(s) Below ☐ Other _____

Upon Inspection for compliance with the Construction Code, the following correction(s) is (are) required:

8 permits written

7 Final inspections

1 stop work ORDER on 7-30-26
REMOVED 2 DAYS LATER

2 hrs phone consulting

1 hr Plan Review (MUSEUM)

Please call to schedule a re-inspection at (810) 639-6168 when the correction(s) has (have) been completed. The above corrections must be inspected and approved before any work is covered.

Date of Inspection 8-15-26 Inspector Imgo

FOSTER SWIFT

Attorneys at Law

Lansing
113 S. Washington Square
Lansing MI 48203

Detroit
333 W. Fort Street - Suite 1400
Detroit MI 48226

Walter S. Foster
1975-1981
Richard B. Foster
1981-1995
Theodore W. Swift
1995-2000
John L. Collins
1926-2001
Webb A. Smith
1934-2025

Charles A. Janssen
Charles E. Barbieri
Brant A. Tins
Brian G. Goodenough
Matt G. Hrabec
Deanna Swisher
Thomas R. Mezger
Douglas A. Miodini

Scott A. Cherniack
Paul J. Millenbach
Dirk H. Backwith
Brian J. Renaud
Lyndwood P. VanderBosch
Lawrence Karolewicz
James B. Doezema
Anne M. Seurynck
Michael D. Hornier
Sean H. Hogan
Benjamin J. Price
Michael R. Blum
Jonathan J. David
Andrew C. Vredenburg
Julie I. Furman
Todd W. Hoppe
Jennifer B. Van Regenmortel
Thomas R. TerMaat
Frederick D. Dilley

David R. Russell
Joel C. Farrar
Laura J. Gosciniak
Karl W. Duntzer, Jr.
Mindy M. Johnson
Ray H. Littleton, II
Anna K. Gibson
Nicholas M. Oestel
Alicia W. Bracht
Adam A. Eaddy
Ryan E. Lamb
Clifford L. Hammond
Matthew S. Feder
Stefania Giordani
Leslie A. Abdul
Julia L. Hamlet
Michael C. Zahrt
Mark T. Kaerner
Warren H. Krueger, III

Southfield
28411 Northwestern Highway - Suite 800
Southfield, MI 48034

Holland
131 Central Avenue - Suite 200
Holland MI 49423

Taylor A. Gast
Thomas K. Dillon
Robert A. Hamer
Jacquelyn A. Dupler
Dora A. Brantley
James P. Anderson, V
Sara L. Cunningham
Michael A. Cassar
Alexander S. Rusek
Amara J. Demershek
Brandon M. H. Schrammeyer
Bryan Carmak
Kevin J. Raczynski
Allison M. Collins
Alana M. Nelson
Ghirolle C. Lawrence
Steven J. Tripples
Erica E.L. Hudda
Jennifer L. Mentzer

Courtney G. Agrusa
Benjamin M. Williams
Rachael Kullena Klein
Michael R. Kluck
Kelly Reed Lucas
Paula K. Morris
Michael G. Oliva
Jeffrey S. Thomas
Jeffrey G. Schultz
Amara S. Morikowicz
Thomas W. Hayek
Nancy E. Prather
Joseph J. Giacalone
Nancy A. Hahn
Lisa M. Sarra
Anthony M. Daimonte
Nicholas J. Stech, II
Keith T. Brown
Mallory E. Reider

Grand Rapids
1769 E. Beltline NE - Suite 200
Grand Rapids MI 49525

Writer's Direct Phone: 616.726.2240

Fax: 517.367.7196

Reply To: Grand Rapids

Email: ASeurynck@fosterswift.com

August 17, 2026

Via E-Mail: clerk@cityofmontrose.us

City Council
The City of Montrose
139 S. Saginaw Street
Montrose, MI 48457

Re: 2026 - Engagement Agreement

Dear Council Members:

We are pleased that City of Montrose (the "City") has requested information about Foster Swift's (the "Firm") ability to assist the City with Freedom of Information Act matters and any matter assigned to us by the City. It is customary in the legal profession to initiate a relationship between an attorney and client through an Engagement Letter ("Engagement Letter"). This Engagement Letter will serve as an agreement about the nature and scope of our relationship with the City if the City Council approves engaging the Firm.

Our representation of the City will commence, and we will serve as the City's attorney, when we are in receipt of a signed copy of this Engagement Letter approved by the City. This signed Engagement Letter acknowledges the City's understanding of the details of our representation and confirms the scope of the work.

Our services to the City will be billed on the basis of hourly rates for the time incurred. Hourly rates differ between attorneys and subject matter, but are generally in the range of \$265 per hour to \$605 per hour. My standard hourly rate is \$580 per hour. However, we are sensitive to governmental budgets and offer our municipal clients a substantial reduction for public work.

The hourly rate for our City services provided to the City will be capped at \$275 per hour beginning January 1, 2026, meaning that regardless of the attorney working on a particular matter, the City will

fosterswift.com

FOSTER SWIFT

City Council
August 3, 2026
Page 2

never be billed more than \$275 per hour for Freedom of Information Act or other matters unless otherwise provided in this letter. However, employee benefits services will be capped at \$305 per hour. Further, some work, such as ballot proposals and policy work, may be done on a flat fee basis agreed upon by the City and the Firm. If the City should need other specialty services, we can discuss the rates for that work at that time.

The hourly rate for legal services we provide to the City will remain in effect until December 31, 2026, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed to by the City and the Firm. The City will also be billed for photocopies and other out-of-pocket expenses by the Firm on the City's behalf. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of the City complies with the Michigan Rules of Professional Conduct. However, if we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

Our responsibility in representing the City is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling the City's legal matters. In turn, we will need the City's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the City is utilizing our services. Further, the City agrees that our work may be authorized and directed by any individual, officer or agent of the City, unless the City advises us to the contrary in writing.

The Firm will pursue the City's legal matters conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep the City reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with the City as its legal counsel. Nevertheless, the City is free to terminate our services at any time by written notice to us to that effect.

We may also terminate our services to the City, by written notice to the City to that effect, if the City unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the City would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

If the City terminates our representation, the Firm will return to the City any original materials in the Firm's files that belong to the City. The Firm will dispose of its files (including the Firm's work product) related to City matters as it sees fit.

FOSTER SWIFT

City Council
August 3, 2026
Page 3

This engagement letter is intended to govern all of the legal services that we may render to the City unless and until the Firm and the City mutually agree in writing to a different arrangement with respect to providing our legal services to the City.

Should you have any questions, please do not hesitate to call us. If the City agrees with the above, please execute this engagement letter at the bottom on behalf of the City. We look forward to serving Hancock School City.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Anne M. Seurnick

AMS/als

AGREED:

City of Montrose

By: _____

Its: _____

Dated: _____

Email Address for Invoices:

clerk@cityofmontrose.us

88437-00001-7487966-1

FOSTER SWIFT

City Council
August 3, 2026
Page 4

Additional Terms of Engagement

Who we represent: Foster, Swift, Collins & Smith, PC (the "Firm" or "we") only represents the person(s) or entity identified in the attached engagement letter. We do not, for example, represent the individual directors, shareholders, or officers if our engagement letter identifies an entity as our client. The advice and communications we render on behalf of our client should not be disseminated to or relied on by any other parties without our prior written consent.

What we require of you: You agree to fully, accurately and truthfully provide to us all facts and documents that may be relevant to your matter(s), to inform us of developments relating to such matters, to cooperate fully with us, and to do so in a timely manner. We will rely on the accuracy of the information you provide, and your complete and timely response, when we perform our services. You also agree to promptly inform us of any change in ownership, entity structure or employment status, so that we may again assess any possible conflict of interest.

No Guaranteed Result: If we express our opinions or beliefs concerning your matter or various courses of action and the results that we anticipate, any such statement made by any attorney or employee of the Firm is only an expression of opinion, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. You agree that we have made no promises or guarantees regarding the outcome of your matter.

What you can expect of us: We will work on your behalf conscientiously and without delay, but with regard for our workload and the nature of the legal system. We will keep you reasonably informed about the status of your matter and welcome your inquiries. We will represent you in a manner that is consistent with customary professional practices and requirements for handling your matter. We will be guided by our professional responsibilities. Based on the information that you have provided we believe that our representation of you complies with the Michigan Rules of Professional Conduct. However, developments in your matter or other changes may give rise to conflicts of interest. If we determine that a conflict of interest exists, we will take appropriate steps to remedy the conflict which may include withdraw from pending litigation.

Retainer: Any retainer we have required, prior to beginning our work or requested and agreed to at any time during our relationship, will be deposited in our Trust Account. Absent any provision to the contrary in the attached engagement letter, we will draw from your retainer to pay fees and costs as they are incurred, and our monthly invoice will reflect payments made in that manner; and if the balance remaining in our Trust Account is insufficient to cover any invoice, you have agreed to pay the balance due on the invoice, pay the amount needed to replenish the retainer, and to pay our monthly invoices while we hold the retainer for payment of what we expect to be our last invoice for your matter. At the conclusion of our engagement, after payment of all fees and costs that are due to the Firm, we will return to you any remaining retainer.

FOSTER SWIFT

City Council
August 3, 2026
Page 5

Payments, Charges and Liens: If not otherwise stated in the attached engagement letter, payment is due within thirty (30) days of the date of our invoice. If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice. All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and the Firm. If you obtain a money judgment, award or settlement, you agree that we will have a lien on the proceeds to recover fees and costs due the Firm.

Agreement to Arbitrate: Any controversy or claim arising out of or relating to this engagement or breach thereof, to include but not be limited to malpractice claims regarding the legal services provided by the Firm or any of its attorneys, shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the laws of the State of Michigan. Claims shall be heard by a single arbitrator in Lansing, Michigan, and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

Vendors: We engage third party vendors, to include but not be limited to providers of software, applications, cloud storage, and AI services, who will have access to and may store information that you have provided to us, documents that we have prepared for you, and communications with you or made by us on your behalf. You agree to such access, but state that you do not intend to waive any attorney-client privilege.

Our Use of AI: We may make use of AI tools, which the Firm has vetted for purposes to include assessing how the vendor handles any information that we provide when using the tool and whether the tool produces accurate, verifiable results. We invite your inquiries regarding the tools that we use and our vetting process. If you object in writing to our use of AI tools, we will not use AI tools when providing services specific to your matter.

Your Use of AI: Many AI tools do not produce accurate, reliable information or results. Some results may appear impressive but are not accurate and, as a result, are highly misleading. This problem, commonly referred to as "hallucinations," has been particularly problematic in the legal industry. Additionally, if something that you provided to us or something that we prepared and shared with you is, without our prior advice and consent, uploaded by you into an AI tool or shared by you with a vendor of AI services, you may be disclosing information that we would advise you to keep confidential. Accordingly, you agree that you will not upload or otherwise submit for AI review or share with any vendor of AI services any information, communication or document pertinent to your matter or any writing that we prepared.

Electronic Communications: We will use email and other forms of electronic communication, which may include text messages, unless you notify us in writing not to use a specified means of communication. Unless you request and we agree, in writing, to encrypt our communications, documents sent to you by electronic means may not be encrypted. We will use reasonable, generally

FOSTER SWIFT

City Council
August 3, 2026
Page 6

acceptable protocols when communicating with you and will expend reasonable efforts to exclude virus or other defects that might affect our IT system and our communications. We do not accept liability for any loss or damage resulting from the use of commercial software, the internet, or the receipt or use of electronic communications containing a virus or other defect.

Consultations: We represent many clients in a wide variety of matters, and during our representation of you we may consult with the Firm's General Counsel regarding ethical issues. Additionally, we may consult with persons outside the Firm who have expertise pertinent to your matter. While we strive to conduct those consultations in a manner that will be protected by the attorney-client privilege, some courts in some circumstances have ruled that such consultations may not be privileged. If we determine that it is appropriate to conduct such a consultation: you agree that we may do so, and in the process share information regarding our representation of you; but state that you do not intend to waive any attorney-client privilege.

Corporate Transparency Act Reporting:

Disclaimer. Unless specifically requested and agreed in writing, we will not: advise you regarding your obligation to submit or report information or update information already provided to any federal or state agency under the Corporate Transparency Act (31 U.S.C. § 5336) or comparable state law ("CTA Report"); assist you in preparing any CTA Report; directly file any CTA report on your behalf; or monitor any changes of circumstances (e.g., change in beneficial ownership, change of address) that may require you to submit or update a CTA Report.

Right to Withdraw. Notwithstanding the previous paragraph, if we agree to assist you in preparing a CTA Report, you agree: (i) to fully cooperate in gathering and providing all information necessary for a CTA Report; and (ii) that we may withdraw from representing you under this agreement if you fail to timely provide all necessary information.

Vendors. We partner with third party vendor(s) who, at your direction and expense, can store information necessary to prepare a report and submit a report on your behalf.

Necessary Information. If a CTA Report requires information about an attorney or staff member of our Firm, we will cooperate in providing you the information necessary for that CTA Report.

Circular 230 Notices: Federal legislation imposes reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, we may include a Circular 230 statement on written communications to you about reliance on the advice that you receive.

Relationship Term/Other Representation: We hope that this letter begins a mutually rewarding relationship. However, you are free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to you, by written notice to you to that effect, if you

FOSTER SWIFT

City Council
August 3, 2026
Page 7

unreasonably fail to cooperate with us, if you fail to pay our invoices in a timely manner, or if we determine that our continued representation of you would violate the rules that govern our profession or would otherwise be inappropriate.

When we complete the scope of our work, our attorney-client relationship will end, regardless of the date you are billed or pay for our services. Any provision of non-professional services (ie. file storage), and any newsletter, email, or other publication that we may send to you addressing legal topics, do not revive an attorney-client relationship. We will return to you any original materials in our files that belong to you and will dispose of our file related to your matter in accord with our policy regarding file destruction.

We are of the opinion that we have no obligation to represent you in related matters and no duty to accept future engagements. Unless we have agreed to do so in writing, we have not undertaken any responsibility to represent you or render advice in any matter not addressed in the attached engagement letter. If we agree to represent you in future matters, the terms stated above and in the attached letter will govern any services that we provide absent written agreement to different terms.



139 S. Saginaw Street, Montrose, MI 48457

RECEIVED
AUG 17 2025
CITY OF MONTROSE

Community Event Application

The City of Montrose is pleased to support its residents and individuals who wish to host Community Events in an effort to improve the quality of life and contribute to the economic vitality of the area's businesses.

In order to be deemed a Community Event, the event must:

- be open to the public.
- demonstrate a benefit to the City of Montrose community.
- have an estimated attendance of 50 + people.
- be non-discriminatory.
- be held within the City limits.

Any organization or individual proposing to conduct a Community Event is required to complete a Community Event application. Upon receiving the application, the City Manager (or his/her designee) will review the request to ensure the application is complete before it is presented to the City Council for approval. The application will **NOT** be presented to the City Council until all necessary information has been submitted.

Applications must be submitted two months in advance of the event to allow City staff and the City Council ample time for review and consideration.

The City Manager (or his/her designee) will distribute the application to all City departments for their review and comments. Depending on the size of the event, the applicant may be required to meet with City staff for a pre-event meeting to discuss the event. If this meeting is not required, the applicant may be contacted individually by any of the department heads if they have specific questions or concerns about the event.

At the time of application, the applicant must submit a certificate of insurance for the event in the following amounts:

- Public Liability Insurance with a minimum combined single limit of personal injury and property damage of \$1,000,000.00.
- All insurance must name the City of Montrose as an "Additional Insured."

If you have any questions regarding the submission, please contact the City Manager at 810.639.6168 or by email at: manager@cityofmontrose.us

Please submit the application to:
City of Montrose
139 S. Saginaw Street
Montrose, MI 48829

EVENT INFORMATION

Event Name/Title: Homecoming Parade - Montrose

Event Start Date: 9/25/26 Event End Date: 9/25/26

Type of Event: ☐ 5k/10k run ☐ Bike race ☐ Celebration
☐ Ceremony ☐ Concert ☐ Fundraiser
☐ Festival ☐ Street Fair ☒ Parade
☐ Walkathon ☐ Marathon ☐ Procession
☐ Other: _____

Event Description: Parade line up at MS parking lot.

Route: Start at North St. Turn left at
Saginaw St. Turn left at Hickory St. Turn
left at Nanita Dr. Parade will split at
Fehrer Dr. Some will enter football field and other
 Is this a multi-day event? ☐ Yes ☒ No if so, how many days? _____ - will return
to M.S.

Is there an admission fee? ☐ Yes ☒ No
 • If so, please include admission fee details in the event description above.

What is the anticipated attendance? _____

Event Set-Up & Tear Down:

Set-Up Date: 9/25/26 Set-Up Time: 5:00 am/pm to 7:00 am/pm

Event Start Time: Parade starts at 6:00 pm am/pm

End Date: 9/25/26 End Time: 7:00 am/pm

Tear Down Date: 9/25/26 Tear Down Time: 7:00 am/pm to _____ am/pm

CONTACT INFORMATION

Organization Name: Montrose H.S. Student Council

Type of Organization: ☐ Corporation ☐ LLC ☐ Non-Profit ☐ Individual

☐ Church ☒ Other School group

Address: 300 Nanita Dr.

Phone Number: _____ Fax Number: _____

Email Address: jbigger@montroseschools.org

Event Organizer:

Name and Title: Jaimie Bigger / Teacher + advisor

Address: 300 Nanita Dr.

Phone/Cell Number: _____

Email Address: _____

Secondary Organizer: (It is recommended that contact information for a support person be listed)

Name and Title: _____

Address: _____

Phone/Cell Number: _____

Email Address: _____

On-Site Contact: (Contact information for the person who will be on-site and will be the primary contact on the day of the event)

Name and Title: Same as above

Address: _____

Phone/Cell Number: _____

Email Address: _____

TEMPORARY STREET CLOSURE

Temporary Street Closure is requested for the following date(s)/time (s) for the streets listed:

Closure Start Date: 9/25/26 Closure Start Time: 5:50 am/pm pm

Closure End Date: 9/25/26 Closure End Time: 7:00 am/pm pm

Street Names: North St at Saginaw St; Saginaw St
at Hickory St; Hickory St at Nanita Dr;
at the "y" (Nanita and Feher)

What is the purpose for the proposed street closure? _____

Homecoming parade

Organization Name: Montrose Student Council

Contact Name: Jaimie Bigger

Address: _____

EVENT SPECIFICS

Please check all that apply:

- ☐ Will amplification of music or speakers be used?
- ☐ Will you provide volunteer staff for safety, security and maintenance?
- ☐ Will food/beverages/merchandise be sold?
- ☐ Will you require public safety personnel?
- ☐ Will the following be constructed or located in the area of the event?
 - ☐ Booths/Tents ☐ Displays
 - ☐ Awnings ☐ Rides
 - ☐ Port-a-johns ☐ Fencing
 - ☐ Other _____
- ☐ Will you require additional trash containers?
- ☒ Will the event require the use of any of the following municipal equipment?
 - ☒ Barricades ☐ Traffic cones ☐ Other _____

How will the following utilities be provided?

Electrical: _____

Water: _____

Other: _____

SITE PLAN/MAP INSTRUCTIONS:

All applicants are required to submit a detailed site plan/map to include directional signage showing N, S, E and W.

INDEMNIFICATION AGREEMENT

I understand that the filing of this application does not ensure approval of a Community Event. I also understand that all Community Events organizers and participants must comply with applicable City ordinances, traffic rules, state health laws, fire codes and liquor licensing regulations. I further understand that an incomplete application may be cause for the denial of this event.

The Host Organization and/or the Event Organizer(s) agree to defend, indemnify and hold harmless the City of Montrose and the City's employees, officers, council members and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expenses and costs arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, cost and expert fees) arising out of or attributed to the issuance of the applicant's Community Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

The Host Organization and/or Event Organizer(s) agree to provide satisfactory evidence of, and shall thereafter maintain during the specified Community Event, such insurance policies and coverages in the type, limits, forms and rating required by the City.

Jaimie Bigger

Print Name

Teacher/Advisor

Title

Jaimie Bigger

Signature

8/6/26

Date

City Use Only

Date Submitted: _____

Department Head Review/Approval:

City Manager: ☒ Yes ☐ No

Conditions? _____

Signature: _____

Date

DPW: ☐ Yes ☐ No

Conditions? _____

Signature : _____

Date

Police Department: ☐ Yes ☐ No
Conditions? _____

Signature: _____
Date

Fire Department: ☐ Yes ☐ No
Conditions? _____

Signature: _____
Date

City Council: ☐ Yes ☐ No
Conditions? _____

Signature : _____
Date

#7

**BUILDING INSPECTOR
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 1st day of September 2026 between the City of Montrose (the "city"), Genesee County, Michigan, whose principal office is located at 139 South Saginaw Street, Montrose, Michigan MI, (hereinafter referred to as "City"), and Robert Keho (hereinafter referred to as "EMPLOYEE").

WHEREAS City desires to employ EMPLOYEE in the capacity of Building Inspector, (the "Position"), on the terms and conditions set forth herein, including Attachment A, (hereinafter referred to as the "Attachment"), which attachment is incorporated herein; and

WHEREAS, EMPLOYEE desires to perform for City the tasks required by the Position on the terms and conditions set forth herein;

NOW THEREFORE in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

EMPLOYEE agrees:

- A1. When employed in the Position EMPLOYEE shall have no right to any fringe benefits such as a vacation, hospitalization or retirement plan.
- A2. EMPLOYEE will secure and maintain the qualifications, certifications, registrations and licenses necessary to properly perform the Position and agrees to carry out the administrative and operational functions of the Position as required by law and as authorized by the City Council of the City.
- A3. EMPLOYEE shall perform the duties of the Position as set forth in the Attachments.
- A4. EMPLOYEE shall serve the City loyally, diligently and effectively, and shall at all times exert his/her best efforts to complete the duties as herein required in a faithful manner, and will perform all of his/her duties with full and complete fidelity according to law.
- A5. EMPLOYEE agrees that while employed in the Position he/she shall not engage in the installation of any building, mechanical and plumbing systems as a contractor or employee within the jurisdictional limits of the City without the prior written permission of the City.
- A6. EMPLOYEE will provide original copies of all records pertaining to inspections to the City.
- A7. EMPLOYEE will serve in the Position in compliance with the rules and regulations of the City as adopted by the City, either orally or in writing, and will carry out and perform orders, directions and policies announced to EMPLOYEE by the City Manager. EMPLOYEE

specifically understands that the City hall have final authority and power to direct, control and supervise the manner and time in which EMPLOYEE fulfills the requirements of the Position.

City agrees:

B1. City will furnish all information necessary for EMPLOYEE to complete his/her duties.

B2. City will provide filing areas and clerical assistance to EMPLOYEE during regular business hours.

B3. City will pay EMPLOYEE a wage determined at a rate of \$1,300/month for inspection services rendered. EMPLOYEE will submit an itemized statement of hours worked in accordance to the City payroll policies for all services rendered to the City under this contract. The City hereby agrees that it shall thereafter compensate EMPLOYEE through its regular City bi-weekly payroll. Notwithstanding the language of Section C6 concerning modification of this Agreement, Employee's pay may be modified by resolution of the CCG board of directors.

B4. EMPLOYEE will be covered by a policy similar, if not identical, to a policy procured by the City of Montrose (hereinafter referred to as the "City"), which policy will defend and indemnify EMPLOYEE for lawsuits and complaints brought against EMPLOYEE for actions arising out of his/her performance of the Position.

It is mutually agreed:

C1. This Agreement shall take effect when signed by both parties.

C2. This section is intentionally left blank.

C3. EMPLOYEE'S employment in the Position is at will and may be terminated by either party at any time, for any reason or for no reason, by giving thirty days written notice to the other party.

C4. EMPLOYEE shall have no rights to unemployment insurance, severance pay, other than as required in paragraph C3, or other benefits in the event of termination of this Agreement.

C5. The provisions of this agreement shall be deemed severable, the validity or unenforceability of any one or more provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

C6. It is understood and agreed that the terms of this Agreement are fully contained herein and EMPLOYEE'S employment is not based upon any oral promises or anything outside of the terms and conditions of this Agreement. This Agreement may only be modified by a writing signed by both parties.

C7. One or more waivers of any clause by City shall not be construed as a waiver of any further or subsequent breach of the same or any other clause.

C8. This Agreement shall extend to and bind the parties to this Agreement. EMPLOYEE shall not assign this Agreement. City may assign this Agreement in which case it shall be binding on that assignee.

C9. Michigan law shall govern the right and duties of the parties to this Agreement and the interpretation of its provision.

C10. The parties to this Agreement agree that the courts of the State of Michigan shall have personal jurisdiction over the parties for all actions or disputes between them which arise out of or relate to this Agreement.

C11. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the within agreement to be executed on their behalf by their duly authorized officers.

Approved and accepted:

EMPLOYEE

CITY OF MONTROSE

Robert Keho

Steve Montle
City Manager

**ATTACHMENT A
BUILDING INSPECTOR**

As Building Inspector, EMPLOYEE agrees to perform all duties and responsibilities of the back-up to the regular Building Inspector, required by the CITY OF MONTROSE as follows:

1. Although not a registered plan reviewer, reviewing plans for proposed new residential, commercial and industrial buildings or structures, or alterations and repairs to existing buildings or structures to assure compliance with codes enforced by the City of Montrose.
2. Corresponding verbally and in writing as necessary with design professionals, homeowners, engineers and other agencies regarding corrections or modifications to planned buildings or structures, or planned changes in existing buildings or structures.
3. Assist in calculating the cost of installation or modifications to said buildings or structures and issue permits accordingly.
4. Scheduling and conducting on-site inspections of installation, erection, alteration, repair, relocation, replacement, additions to, use or maintenance of buildings and related structures within the Construction Code Group.
5. Issuing detailed orders for correction of such buildings or structures when necessary to bring them into compliance.
6. Prepare violation notices when building and other construction codes are not met and appearing in court to testify when necessary.
7. Making final inspections when building projects are completed to determine conformity to approved plans, codes, laws and ordinances.
8. Investigating and providing aid to resolve citizen concerns regarding the installation and repair to their buildings.
9. Compiling reports to the City of Montrose or State of Michigan authorities as required and needed.
10. Preparing various forms and reports, and maintenance of accurate records of all code permits issued, correction notices issued, inspection approvals, inspections made, dates for re-inspections and other work done according to procedures and requirements.
11. Responding to concerns and supplying accurate answers to the inquiries from professionals, contractors, and the general public who come to the office of the City of Montrose in person, or who make contact via telephone or in writing regarding codes and ordinances as such relate to buildings.
12. Enforcing housing regulations relative to code enforcement when directed to do so.
13. Performing related duties as assigned

August 17, 2026

To the City Council and Management:

The City of Montrose
139 S. Saginaw
Montrose, MI 48457

We are pleased to confirm our understanding of the services we are to provide the City of Montrose (the "City") for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary comparison schedules
- 3) Schedule of changes in net pension liability and related ratios
- 4) Schedule of pension contributions
- 5) Schedule of changes in net OPEB liability and related ratios
- 6) Schedule of OPEB contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including

CERTIFIED PUBLIC ACCOUNTANTS

3040 PENINSULAR DR. STE. 300 / GRAND RAPIDS, MI / 49506 / P 616 536 7100 / WWW.GABRIDGECO.COM

comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Combining and individual fund financial statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the City and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets

that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition
- Implementation of new accounting standards
- Valuation and reporting of net pension and OPEB liabilities and related deferrals
- Management override of controls / separation of duties

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will also perform the following services:

- Reconciliation of capital assets
- Reconciliation of net pension and OPEB liabilities and related deferrals
- Reconciliation of long-term debt
- Preparation of the F-65
- Preparation of the Act 51 report
- Preparation of the Qualifying Statement
- Preparation of Form 5572

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, along with the nonaudit services listed above, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate

goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gabridge & Company, PLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Michigan Department of Treasury ("Treasury") or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gabridge & Company, PLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Treasury. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joe Verlin, CPA, CGFM is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to issue our reports no later than November 30, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, excluding expenses, will not exceed \$20,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of

termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Halbridge & Company

RESPONSE:

This letter correctly sets forth the understanding of the City.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

#3

**BANKING RESOLUTION ADDING CITY MANAGER ON THE CITY'S BANKING AND
INVESTING DOCUMENTS**

At a special meeting of the City Council of the City of Montrose, County of Genesee, State of Michigan, held at the City of Montrose Offices Building, 139 S. Saginaw Street, Montrose, Michigan, on the 8th of September, 2026 at 7:00 o'clock p.m.,

PRESENT MEMBERS: _____

ABSENT MEMBERS: _____

The following resolution was **moved** by _____ and **seconded** by Council Member _____:

THE CITY COUNCIL OF THE CITY OF MONTROSE HEREBY RESOLVES: to approve by resolution and add City Manager Steve Montle to the City's banking and investing documents affective immediately.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN)	_____ Christina M. Rush, City Clerk
Ss:)	
COUNTY OF GENESEE)	

I, the undersigned, the duly qualified and acting Clerk for the City of Montrose, Genesee County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of Montrose, at a Special meeting of the City of Montrose Council on the 8th, day of September, 2026.

Christina M. Rush, City Clerk

Thomas J. Banks, City Mayor



LeClerc Display Co. Inc.
Established 1964

11-4
Lease

Holiday Lights and Decorations
for Cities and Shopping Centers

Item #	Quantity	Description	Unit Price	Total Price
Lease of:				
1	8	3' Blue/white lighted LED Snowflakes with 20' white/silver garland pole wraps. Installed by DPW.	145.00	1,160.00
2	8	Poles decorated with 20' lighted pine garland pole wraps. Installed by DPW.	70.00	560.00

Rental - Delivery and pickup from DPW.

Subtotal	1,720.00
Delivery Fee	0.00
Total	\$1,720.00

Upon acceptance of this lease by LeClerc Display Co. Inc. (Lessor), the undersigned (Lessee) leases the above described property from lessor upon the following terms: One season lease.

Signed by: [Signature] Lessor LeClerc Display Co. Inc.

Signed by: _____ Lessee

Print Name and Title: _____

Accepted this _____ day of _____

The way you do your business!

LeClerc Display Co. Inc. 7181 Earhart Rd, Ann Arbor, MI 48105 Phone 248-496-2845