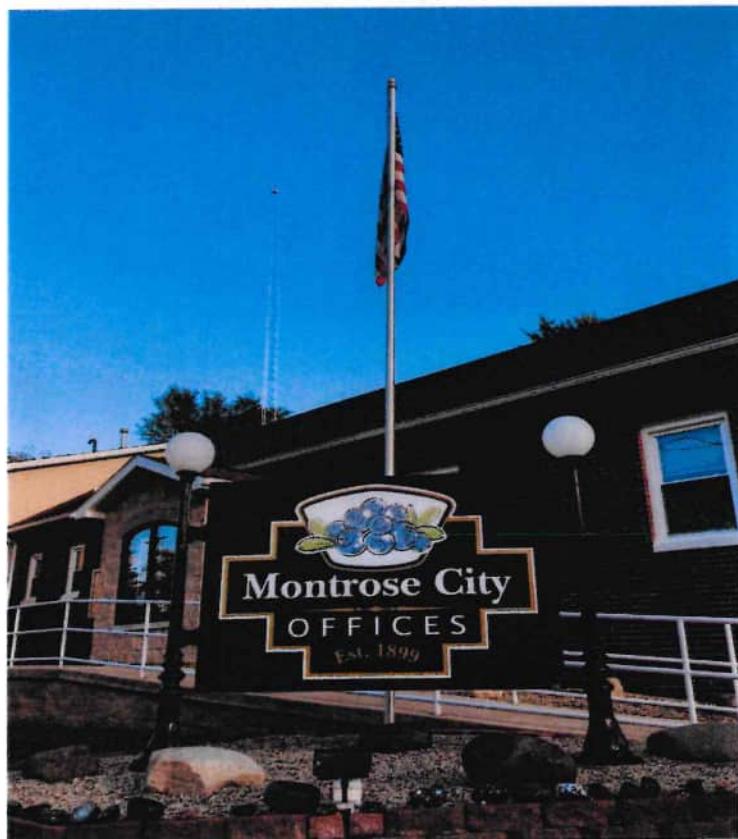


# MONTROSE

## CITY COUNCIL

## PACKET

June 24, 2025



# CITY OF MONTROSE MEMORANDUM

**Date:** June 19, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Interim City Manager, Joe Karlichek 

**Subject: COVER LETTER TO MAYOR & CITY COUNCIL – AGENDA**

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Mr. Mayor Banks and City Council,

I hope you find this meeting agenda packet informative and a guide to help assist you in your efforts. There is much work in putting the packet together and could not have been done without the assistance of city staff and many others whom I have had the privilege of meeting and working with.

In your packet you will see a memorandum preceding each item. In that memorandum begins with a “**Subject**” to identify the content of the memorandum. Following is “**Background**” describing investigations, research, interviews, etc. Following the background is the city administration’s “**Recommendation**.” In that recommendation the narrative should assist the city council in its effort to make a motion being brought to the floor, followed by a second and discussion (if any), followed by a roll call vote on the item presented.

## **Example:**

*Mayor brings to the floor agenda item #8 Subject: “City Council Consider Approving Resolution City of Montrose Schedule of Fees. Is there a motion to approve the city administrations recommendation?”*

*Councilperson makes motion from Recommendation: “Motion to approve city administration request for the city council to approve the schedule of fees Resolution in its current form and direct city administration to include the schedule of fees in the FY25/26 Budget.”*

For a more efficient meeting, I am requesting city council make a single motion on your agenda under “Reports” items A – L. The reports & communications can be described as benign and mainly informational not requiring singular acts motion, second and roll call is needed.

Finally, after discussion with Mayor Banks and evaluating past meetings relative to “Public Comment” I added a narrative below public comments to the agenda describing the intent/purpose of public commenting. This should help guide the public in understanding its role as well as the city council’s role to avoid potential open-air conflict.

It is this administration’s goal to support the Mayor and City Council in its policies, activities and enable a smooth environment for the public and council to engage in professional public policy decisions, doing so in a most transparent and efficient way.

Joe Karlichek – Interim City Manager



Regular City Council Meeting June 24, 2025  
Montrose City Office 139 S. Saginaw Street 7:00 P.M.

## AGENDA

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE TO THE FLAG

**CLOSED SESSION** *Closed session to consult with the City's attorneys regarding trial or settlement strategy in connection with pending litigation in Jennifer Whiting v City of Montrose, for the reason that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City.*

### CITIZEN OF THE MONTH

1. Mayor Banks to present Bob Naumann
2. Choose a Citizen of the Month for The Month of July

### PUBLIC HEARINGS

1. FY25/26 Budget Hearing

### PRESENTATIONS

1. FY25/26 Budget Presentation by Shawna Farrell, from Taylor & Morgan CPA's
2. Kim Lynch, Interim Finance Manager – Budget Presentation
3. Joe Verlin, CPA, CGFM Principle in Charge Audit Service – Gabridge & Company

### REPORTS *(It is recommended the Mayor & City Council accept these reports collectively through a single motion).*

- A. Approve April 8, 2025, Meeting Minutes
- B. Approve City Council Bills
- C. Receive and file Police, Fire, Code Enforcement May 2025 Activity Report
- D. Receive and file Genesee County 9-1-1 Director's May 2025 Activity Report
- E. Receive and file DPW Director May 2025 Activity Report
- F. Receive and file City Clerk May 2025 Activity Report
- G. Receive and file City Manager Activity Report
- H. Receive and file Congratulatory memorandum Sam Spence
- I. Report notifying City Council Interim City Manager is authorized signatory & extension City of Montrose DWAM Grant
- J. Report on BS&A Cloud System Indefinite Hold & Implementation
- K. Report on City of Montrose contract(s) updates
- L. Report to city council on outstanding permits

## **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.

## **MATTERS OF CITY COUNCIL ACTION**

1. Consider approval of Resolution FY25/26 Budget
2. Consider approval of Proposal from Mrs. Kimberly Lynch, Interim/Acting City Treasurer & Finance Manager
3. Consider approval of engagement with Gabridge & Co. as city's Auditor
4. Consider approval hiring Mr. Timothy Mazur (Building Inspector)
5. Consider employment contract agreement with Interim City Manager
6. Consider approval of Resolution ACT51 Street Administrator & Resolution
7. Consider approval of MML Liability & Property Pool Insurance
8. Consider approving Resolution City of Montrose Schedule of Fees
9. Consider approval of extending the City of Montrose Business License additional 90 days
10. Consider approval Final Resolution Mrs. Barbara Valentine without cause
11. Consider approval of administration directive relative to MSHDS Housing Study
12. FOIA Appeal – City Attorney

## **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

## **REPORTS FROM BOARDS AND COMMISSIONS**

- A. Downtown Development Authority Board  
Chairwoman Machuk
- B. Election Commission  
City Clerk Rush
- C. Genesee County Community Development Allocation Committee  
Mayor Pro-Tem Mr. Mark Richard
- D. Genesee County Metropolitan Alliance  
Mayor Pro-Tem Mr. Mark Richard
- E. Genesee County Small Cities & Villages Association  
Mayor Pro-Tem Mr. Mark Richard
- F. Genesee County Water and Waste Service's Advisory Committee  
Councilman Mr. Heslop
- G. Planning Board  
Councilwoman Mrs. Machuk
- H. 911 Consortium  
Councilman Mr. Pangle
- I. Zoning Board of Appeals  
Councilman Arnold
- J. Montrose Area Chamber of Commerce  
Councilwoman Mrs. Hoose

**MAYOR AND COUNCIL COMMENTS**

**COMMUNICATIONS TO THE COUNCIL – NONE**

**ADJOURNMENT – Mayor to seek motion to adjourn city council meeting.**

*Next scheduled meeting Tuesday July 8, 2024, 7:00 p.m.*

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).

**NOTICE OF PUBLIC HEARING FOR THE CITY OF MONTROSE**

**ON THE PROPOSED 2025/2026 FISCAL YEAR BUDGET &  
PROPERTY TAX MILLAGE RATE**

The City of Montrose has scheduled a public hearing during the regular City Council meeting of June 24, 2025 at 7:00 p.m. These meetings will take place at the Montrose City Offices at 139 S. Saginaw Street, Montrose.

**The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing for the 2025/2026 Fiscal Year Budget and Property tax millage rate.**

A complete copy of the proposed budget and the three preceding fiscal budgets shall be on file for public inspection during office hours at the Clerk's Office at the Montrose City Offices Building Monday through Thursday 8:00 a.m. to 6:00 p.m.

Public comments either oral or written are welcome at the Public Hearing. Handicapped persons needing assistance or aid should contact the City of Montrose Offices during regular working hours forty-eight hours prior to the meeting.

This institution is an equal opportunity provider and employer.

Christina M. Rush, City Clerk

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES  
April 8, 2024

A

**CALL TO ORDER:** Mayor Tom Banks called the regular Council meeting to order at 7:01 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, Bob Arnold, Todd Pangle, Lori Machuk, and Melissa Wallace-Hoose. Also present was City Manager Barbara Valentine and eleven citizens. Council member Ryan Heslop and Clerk Tina Rush were recorded absent.

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

**PUBLIC HEARINGS:** NONE

**PRESENTATIONS:** *MICHIGAN PIPE AND VALVE AND ZENNER WATER METERS:* Michigan Pipe and Valve Representative Mike Brown who has over 34 ½ years of experience working with municipalities', discussed the two water meters that Zenner provides; ultrasonic and multi-jet meters. Zenner has been around for 135 years and the largest water and gas meter company in the world. Mike Brown also discussed moving away from cellular 5G to satellite down the road, Zenner excels at a mesh network which is non cellular. Life expectancy of the mesh network is longer than the cellular network. SLC Meters quote was also observed at this time.

Valentine indicated that water meter end points are communication components attached to the mechanical water meter, and they have half a life of the water meters. The expected life span of water meters is 20 years, so the End Point Unit is expected to fail at about the 10-year mark, and this is already happening. This is a maintenance item that should be calculated into the Water Rates. The Badger Water Meters that the city has can accommodate either the Cellular End Point recommended by our current Vendor, SLC Meter, LLC, or the Council can choose to transition to an End Point Unit that utilizes a wireless line-of-sight network that requires no cellular capability.

This may become a significant issue in the coming months because the current system located on the Tower was damaged in the recent storms and we do not yet know to what extent. A Zenner Meter End Point system does not require the use of a Tower and is housed in the City Hall. Both units allow for Remote Reading and Notifications of errors and leaks. The most significant costs will be the setup and installation of the End Points to every user over a 60-day period. We have time so this is mostly informational. No decision needs to be made at this Meeting.

- **MOTION** by Richard **SECOND** by Arnold that at the next meeting in 2 weeks we place this on the agenda . All Ayes. Motion Carried.

**PUBLIC COMMENTS:** Resident Clint Diffin spoke about water rate increases 15 years ago and asked if flooding in his back yard and the building inspector to be added to the next city council meeting agenda. Representative from SLC Meter, Jim Thompson, spoke about having the option to make changes to the quote he turned in for the meters and mentioned the endpoints quoted are for

## MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

April 8, 2024

twenty years not ten years. Mayor Banks offered SLC to come back and speak at the next council meeting.

### **MATTERS OF COUNCIL ACTION:**

1. *DISCUSSION/DIRECTION WATER METER ENDPOINT REPLACEMENT:* Action taken under Presentations.

2. *DISCUSSION/UPDATE THUMB AUDIO VIDEO:* Valentine reported that Mr. Kitts, with the AudioNisual Dept at Montrose Schools, recommended Kevin Strieter with Thumb Audio as a contractor to install video recording equipment at the City Hall. We are currently required by Michigan Law to audiotape all Meetings. However, it is likely only a matter of time before that requirement will include Video. Mayor Banks has been working with the schools on this proposal. Currently Mr. Kitts class is videotaping the Meetings, however these Meetings are not City Property, and we have no Contract or Agreement with the schools regarding ownership or access to the Videos produced (they are not FOIA-able through the City because they are not our property). That will change once the city purchases equipment and begins videotaping and posting the videos online when the New Website launches (60-90 days). Mr. Strieter has agreed to work with the class on the installation and setup of the camera and recording system, and that is the primary reason that you see one quote. The purpose is to create a program that benefits the schools and the city.

- **MOTION** by Pangle **SECOND** by Richard to direct the city manager to apply for a grant to cover the cost of the AD project that was suggested from the Jennings Foundation. Roll Call Vote: Arnold – Aye, Hoose - Aye, Pangle – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried. Council member Heslop – Absent. All Ayes. Motion Carried.

3. *DISCUSSION/UPDATE OF MIHOPE GRANT PROGRESS:* Valentine indicated that she is working on completing this Grant and thanked Hoose for using her contacts to reach out the Resident at 202 Feher Drive to get us the required paperwork. We are now waiting for the completion of the Energy Audit for that address and the resolution of a new Claim of incompleteness at 177 Coke Drive that Retrofoam will be rectifying on April 8th. We should get the OK to make the payment to Retrofoam and request Reimbursement by 4/14/25. Once Reimbursement from MSHDA to the City is complete, we can close the Grant out.

4. *DISCUSSION/UPDATE MODIFICATION OF E & O CLAIM TO THE CITY'S INSURANCE COMPANY POLICY:* Valentine said she sent another email this week to our Adjuster, Mark Ott, however, it took 6 weeks to get a response.

- **MOTION** by Arnold **SECOND** by Banks that we go with the attorney, then if it doesn't go through then we look for a different insurance company. Roll Call Vote: Pangle – Aye, Machuk – Aye, Arnold – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.
- **MOTION** by Pangle **SECOND** by Richard to move agenda item No. 5 to No. 13 and add onto the next city council meeting agenda, discussion of flooding on Coke Drive and the city's building inspector. All Ayes. Motion Carried.

**MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES**  
**April 8, 2024**

5. *DISCUSSION/DIRECTION GBL ORDINANCE CORRECTIONS/MODIFICATIONS*: Item discussed under agenda item No. 13.

6. *DISCUSSION/DIRECTIONS USDA GRADUATION LETTER*: Valentine reported that she has resolved this issue, however, there is still an issue with the current Auditor, so moving forward, the city needs to discuss to avoid anything of this nature again.

7. *DISCUSSION/DIRECTION GENESEE STREET CLOSURE FOR FARMER'S MARKET*: Blackbird is taking over operation of the Farmer's Market this year and is expanding the Footprint. They are not using White's Tavern lot this year, so the city will need to consider pedestrian safety concerns and consider this option.

- **MOTION** by Machuk **SECOND** by Richard that we allow the M-57 Market/Blackbird Market the closure of Genesee Street from M-57 to the car wash on Saturdays for the 2 months. Roll Call Vote: All Ayes. Motion Carried.

8. *DISCUSSION/UPDATE ON MASTER PLAN*: We have work to do on the Master Plan, and some of the issues will have to be addressed very soon. The Manager's recommendation is that we table this issue for now. Planning Board will need to focus on those changes and send them to the Council.

- **MOTION** by Richard **SECOND** by Hoose to put aside until October per Valentine's recommendation. All Ayes. Motion Carried.

9. *DISCUSSION/UPDATE ON HICKORY STREET PROJECT*: I am providing an initial Project Estimate. This is the very beginning of the process, just the evaluation of the Street itself. We met with Spicer on April 2<sup>nd</sup> and went over the initial findings and discussed the water, sewer, and storm drain needs. We are also adding Curb and Gutter to this estimate. This is for a half mile of Hickory Street. We will start with the full Engineering and then we take those numbers and look for streets, water, and sewer funding options, as well as what we have as Match from Fund Balances in the Streets, Water, Sewer, and General Fund (Storm).

- **MOTION** by Hoose **SECOND** by Pangle to add engineering services to the next Council meeting agenda. Roll Call Vote: All Ayes. Motion Carried.

10. *RECOGNITION TO CELEBRATE PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 4 TO MAY 10, 2025*: Valentine relayed that Rush thanked council for acknowledging this declaration and praised Rush for her knowledge and dedication to the City of Montrose. Rush won Clerk of the Year in the State of MI for 2024.

- **MOTION** by Pangle **SECOND** by Arnold that we recognize Professional Municipal Clerks Week May 4 to May 10<sup>th</sup> at a discretionary expense and specifically thank our city clerk. Roll Call Vote: Arnold – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Pangle – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

11. *DISCUSSION/UPDATE 217 GENESEE STREET TREES*: During the storm last week a double-trunk tree came down at this address. There are several issues with this incident that Council needs to be aware of.

MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

April 8, 2024

- a. 3 foot sidewalk with a wall was built at this address. Three feet is not an ADA compatible sidewalk width. The sidewalk was built at the curb, which is unsafe for pedestrians, children, pets, etc. The installation of the wall required the removal of tree roots that essentially killed 5 large maple and oak trees, which is why the tree came down.
- b. The removal of the trees was the responsibility of the City but the homeowner and staff were told that there was no money to do so. This is not acceptable. There was money in the Streets Funds to remove these trees. This refusal to remove these trees created a danger to the public.
- c. We do not have a Tree Removal company on Contract. The local company was twice the price of the Contractor I brought in. We should have a company under contract with an agreed upon rate.

- **MOTION** by Pangle **SECOND** by Hoose to direct the city manager to start looking at potential tree service contracts and bring us who you find available. All Ayes. Motion Carried.

*12. APPROVAL/DISAPPROVAL ROBERT ARNOLDS ABSENCE AT THE 03/25/25 CITY COUNCIL MEETING*

- **MOTION** by Pangle **SECOND** by Richard to approve Robert Arnold's absence at the March 25, 2025 council meeting. All Ayes. Motion Carried.
- **MOTION** by Richard **SECOND** by Arnold that we have discussion on the building inspector at the next meeting, that would be Matt Leoni, also the Coke Drive flooding be put on for the next meeting. All Ayes. Motion Carried.

\*Prior to voting on the motion, Valentine reminded the council that a motion was already made earlier to add these items onto the next council meeting and the council members thought the motion was to add onto tonight's agenda for discussion, however, according to the recording, this was the 2<sup>nd</sup> motion tonight asking to be placed onto the next council meeting agenda.

*13. DISCUSSION/DIRECTION GBL ORDINANCE CORRECTIONS/MODIFICATIONS:* Planning Board and DDA have both recommended that the City go in a different direction with the GBL, splitting the Business Registration actions and the Building Inspection actions. Included in council packet are samples of single page Business Registration forms used in other communities. Some are basic and some ask for more specific information. This is only one part of the process that would replace what the city was trying to accomplish in the Historic Downtown area with the GBL.

The next step will be to work on the changes in Zoning for the Historic Downtown District with the Planning Board and the DDA Board, and both are in favor of these changes. I have met with Spicer Engineering and requested a Letter of Agreement - a Proposal - for an in-depth Engineering Inspection of all the Downtown Buildings. This will assist property owners and potential new investors that are seeking locations for further development. This is how we capitalize on the Investment at 106 E Saginaw and move Montrose forward. I am also exploring our options with

## MONTROSE CITY COUNCIL SPECIAL MEETING MINUTES

April 8, 2024

the MLCC regarding the Liquor Licensing process for a Social District, and requirements for Event Licenses. Council put enforcement of the GBL on pause so we have time to work through this process with Planning and ODA.

- **MOTION** by Arnold **SECOND** by Pangle that we adopt the Northville example, add any additional policy information to it and send the rest to Planning. Roll Call Vote: Machuk – Abstain, Hoose – Aye, Arnold – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. Five (5) Ayes. One (1) Abstain. Motion Carried.

Valentine inquired if the council was opposed to the city office going to 4–10-hour days permanently and Mayor Pro-Tem Richard replied that

### **TRAINING:**

1. ***RRC TRAINING REGISTRATIONS:*** Valentine reported that Todd Pangle, Ryan Heslop, Tom Banks, Mark Richard, Lori Machuk, and herself are now signed up for RRD training. Logins and passwords are within your packet.

**PUBLIC COMMENTS:** A citizen mentioned using ServePro to help with downed trees. City Manager Valentine mentioned the Tony Hawk Foundation Grant for schools for a skate park.

**MAYOR AND COUNCIL COMMENTS:** Machuk announced the next Garden Club meeting will be held at the Depot on April 15<sup>th</sup> at 7pm. Mayor Banks said he and Township Supervisor Coetta Adams spoke to local third graders at the elementary school. City Manager Valentine mentioned the Tony Hawk Foundation Grant is an option for a skate park.

**COMMUNICATIONS TO THE COUNCIL:** NONE

### **ADJOURNMENT:**

**MOTION** by Richard **SECOND** by Arnold to adjourn. All Ayes. Motion Carried.

Mayor Banks adjourned the meeting at 8:57 p.m.

Prepared by City Clerk, Tina Rush

Check Date	Check	Vendor Name	Description	Amount
5/31/2025	21039	ADS PLUS	Print, Fold, Tab, Addressed & Postage fo	1,037.16
5/31/2025	21040	APM - ADVANCED OUTDOOR SPRAYING	Mosquito Services for May 2025	6,580.00
5/31/2025	21041	BADGER METER, INC.	Monthly Beacon & New Gateway Support for	135.81
5/31/2025	21042	BEAR CLAW BAGS PACKAGING & SUPPLY	4 Boxes of 56 Gallon Wide Mouth Garbage	213.96
5/31/2025	21043	CHRISTINA RUSH	Per Diem for Attendance of MAMC Conferen	206.00
5/31/2025	21044	CITY OF MONTROSE		
		CITY Offices for May 2025		72.45
		DPW Garage for May 2025		78.00
		The Depot for May 2025		69.52
		Lion's Park Restrooms for May 2025		63.00
		Blueberry Park Restrooms for May 2025		88.90
		Jenning's Library for May 2025		106.79
				478.66
5/31/2025	21045	CONSUMERS ENERGY	Utility Bills for May 2025	950.36
5/31/2025	21046	FLEIS & VANDENBRINK ENGINEERING	DWAM Grant Services Rendered through Mar	9,075.00
			DWAM Grant Services Rendered through Apr	6,050.00
				15,125.00
5/31/2025	21047	FOSTER SWIFT COLLINS & SMITH	Attorney Fee's for March 2025	7,402.40
			Attorney Fee's for March 2025	50.00
			Attorney Fee's for April 2025	200.00
			Attorney Fee's for March 2025	950.00
			Attorney Fee's for April 2025	6,819.20
			Attorney Fee's for April 2025	3,432.20
				18,853.80
5/31/2025	21048	GENESEE COUNTY DRAIN COMMISSIONER	Water Samples for April 2025	50.00
			Sewer Treatment Charges for March 2025	13,911.33
			Water Treatment Charges for April 2025	32,436.67
				46,398.00
5/31/2025	21049	GENESEE COUNTY DRAIN COMMISSIONER	Sanitary Sewer Maintenance & Lift stati	1,958.67
5/31/2025	21050	GROSS MOWER SALES	Repairs on Exmark Lawn Mower	462.51
5/31/2025	21051	HYDROCORP	Cross Connection Inspections for May 202	307.58
5/31/2025	21052	JEANNINE IRBY	Reimburse Stop Check Fee for Lost Check	35.00
5/31/2025	21053	KYLE SCHLIENZ	Replaced Payroll Check Returned ACH/Dnab	645.08
5/31/2025	21054	MENARDS	Week Killer	49.99
			Shot Lights & Trailer Pin	74.97
			Faucet for the Depot	238.00
			Returned Parts for Faucet at the Depot	(149.00)
				213.96
5/31/2025	21055	MONTROSE TOWNSHIP		
			Fire/Police Contract for May 2025	35,602.44
			Fire/Police Contract for June 2025	35,602.44
				71,204.88
5/31/2025	21056	NETSOURCE ONE		
			Seagate 4 TB Portable External Hard Driv	326.00
			Microsoft 365 Business	258.30
			Microsoft 365 Apps for Business	18.17



# C CITY OF MONTROSE MEMORANDUM

**Date:** June 12, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Police Chief Jamie Cochran and Fire Chief George Taylor & Code Enforcement Officer Scott Murlick

**Subject:** Police, Fire and Code Enforcement Report – May 2025

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## **Background:**

The purpose of this report is to provide the city council and city residents with a report of public safety activity within the City of Montrose.

### **POLICE DEPARTMENT RESPONSES**

The Police Department responded to fifty-one (51) calls.

- (2) Traffic Violations.
- (6) Verbal Warnings.
- (2) Accidents.
- (10) Assists to other Departments.
- (1) Motor Assist.
- (2) Medical Calls.
- (468) Property Inspections.

### **FIRE DEPARTMENT RESPONSES**

The Fire Department responded to four (4) calls-for-fire-service or other emergencies such as vehicle accidents, powerline, brush/grass fire and extrications in May 2025.

### **CODE ENFORCEMENT RESPONSES**

The Code Enforcement Officer received a total of 50 new complaints in May 2025. Code Enforcement Officer Mr. Scott Murlick closed all 40 of the new complaints. 40% are grass & weed, 40% blight related issues and 20% inoperable vehicle/unregistered vehicles.

Any complaints remain open, and no complaints are on hold, meaning the Code Enforcement Officer has given them a set amount of time, or a date, to come into voluntary compliance before writing a citation.

**Recommendation:** It is recommended the city council approve and file the May 2025 Police, Fire and Code Enforcement Report.

# Montrose Township Police Department

## CITY STATS MAY 2025

APRIL	TYPE OF CALLS	MAY
37	General Radio Calls	51
0	Felony Arrests	3
2	Misdemeanor Arrests	0
0	Operating While Intox. (OWI)	0
13	Traffic Violations	2
8	Verbal Warnings	6
2	Accidents	2
0	Public Assists	0
1	Assist Other Department	10
0	Motorist Assist	1
2	Medical Calls	2
458	Property Inspections	468
2	Vacation Checks	0

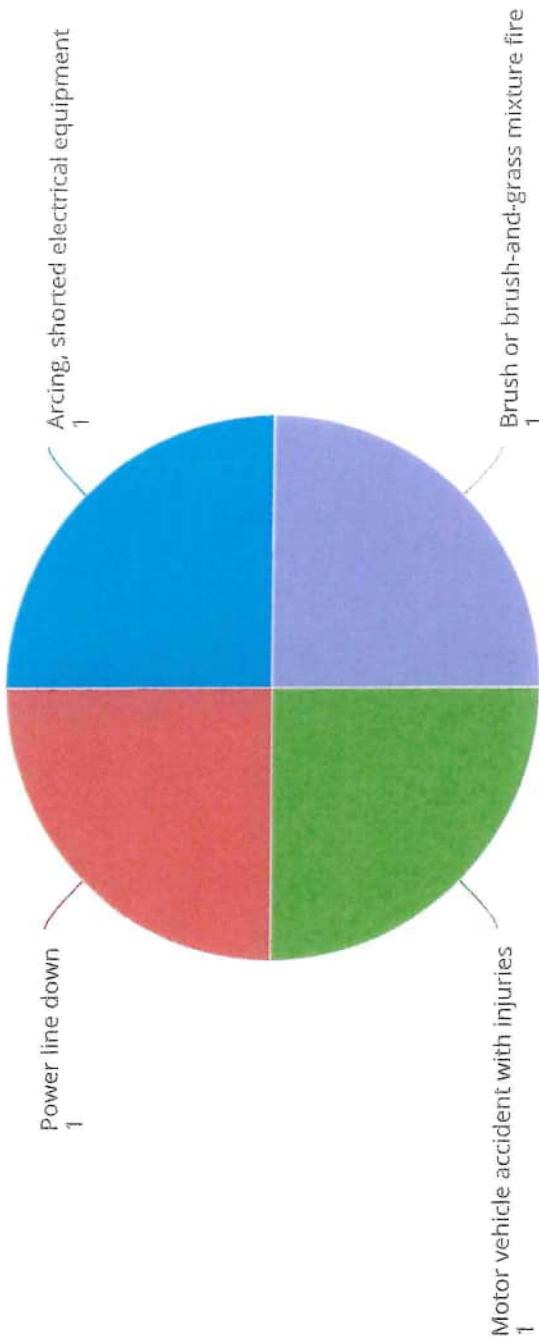
## City Calls/Response Times

Jan 1, 2015 to Mar 2015 (194) Fire incidents

### Filter statement

Filters      Days in Alarm Date/Time 5/1/25 to 5/31/25      Is Active true      Is Locked true

### Type of Call



### Total Calls

Months in Alarm Date/Time

05/2025

City

4

City

## City Calls/Response Times

(111, 2625, 0) 379 Pt. Fire Incidents

Filter statement

Filters      **Days in Alarm** **DateTime** **5/1/25 to 5/31/25**      **Is Active** **true**      **Is Locked** **true**

### City Calls Per Month

Alarm Date	Incident Type	Incident Number	Street Number	Street Name	Street Type	City
5/16/25	Arcing, shorted electrical equipment	25-107	274	Alfred	Street	1
	Power line down	25-108	238	Alfred	Street	1
5/17/25	Brush or brush-and-grass mixture fire	25-109	14142	Duffield	Road	1
5/28/25	Motor vehicle accident with injuries	25-115	245	State	Street	1
						4

## City Calls/Response Times

Jun 1, 2025 2:01:39 PM Fire Incidents

Filter statement

Filters      **Days in Alarm Date Time** 5/1/25 to 5/31/25    **Is Active** true    **Is Locked** true

Response Times For Each Call.

Census Tract	Incident Number	Total Response Time Alarm To Arrival
126.02	25-107	00h:17m:00s
	25-108	00h:17m:00s
	25-109	00h:12m:00s
	25-115	00h:10m:00s

## City Calls/Response Times

May 1 2025 2:01:57 PM Fire Incidents

Filter statement

Filters      **Days in Alarm DateTime** 5/1/25 to 5/3/25      **Is Active** true      **Is Locked** true

Response Times For Each Call.

Census Tract	Incident Number	Total Response Time Alarm To Arrival
126.02	25-107	00h:17m:00s
	25-108	00h:17m:00s
	25-109	00h:12m:00s
	25-115	00h:10m:00s

# CITY OF MONTROSE

139 S. SAGINAW STREET  
MONTROSE, MI 48457



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

*JUNE 11*  
May 7, 2025

Attention City Manager  
Joe Karlicheck

Regarding code enforcement letters.

In the month of May exactly 50 code violation letters were issued to Montrose residents and business.

(1) 40% percent grass and weeds.

(2) 40% percent blight.

(3) 20% inoperable vehicles and unregister vehicles.

If have estimated that 80% percent of violations have been corrected with 20% still pending.

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

Sincerely,

Scott Murlick  
Code Enforcement Officer

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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).

D

## CITY OF MONTROSE MEMORANDUM

**Date:** June 6, 2025

**To:** Mayor Banks and Montrose City Council Members (4)

**From:** Joe Karlichek, Interim City Manager

**Subject:** Genesee County 9-1-1 Executive Director Report May 2025

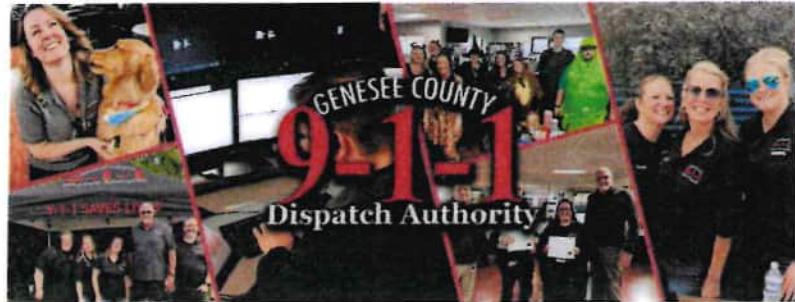
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**Background:** The purpose of this communication is provide you the 9-1-1 Director's to the city council and city residents with a report of Genesee County 9-1-1 Activity and information your citizens and this council may see of value.

The Executive Director's Report is attached to this memorandum for your review.

**Recommendation:** It is recommended the city council approve and file the May 2025 9-1-1 Director's Report.

## Executive Board and General Membership



### Report shared with:

Genesee County Fire Chiefs Association  
Genesee County Police Chiefs Association  
Genesee County Board of Commissioners  
Med Control

**June 4, 2025**

Re: Executive Directors Report – May 2025

### 9-1-1 Call takers and Dispatchers calls for Service:

In the month of May our Call takers and Dispatchers dispatched the following number of incidents:

Police Incidents: **37,788**

Fire Incidents: **2,643**

EMS Incidents: **6,058**

Total Incidents: **46,489**

Incoming 9-1-1 Calls: **29,027**

Incoming 99-11 Calls: **5,488**

Total Incoming 9-1-1 Calls: **34,515**

### Type of Calls:

VOIP Calls: **2,313**

Cellular Calls: **25,808**

Cell 9-1-1 Hang Ups: **4,196**

Wireless Calls: **587**

Land 9-1-1 Hang Ups: **435**

Public Safety Line – Incoming: **1,614**

## Executive Board and General Membership

### **9-1-1 Call takers and Dispatchers calls for Service - Continued:**

Text Sessions Incoming: **612**

Text Sessions Outbound: **147**

All Outbound Calls: **6,469**

The daily Average number of Calls into the 9-1-1 Center in the month of May was **1,113** and our daily call volume range for the month was from **950** per day to **1,290** per day.

### **Overtime Hours Worked due to Staffing Shortages, and Vacations:**

Our call takers and dispatchers have worked **1,640.75 hours** of overtime in the month of May. FYTD, **11,980** hours.

### **Freedom of Information Act (FOIA) Requests Year to Date:**

Our part time FOIA Coordinator processed **351** in the month of May, year to date **1,767** FOIA's processed.

### **Professional Standards Policy for the Month of May:**

Two Complaints.

1 Exonerated.

1 Under investigation – pending outcome.

### **Personnel in Training and Staffing:**

Staffing currently.

On paper we have 45 full-time dispatchers. 5 Floor Supervisors, 2 Administration Supervisors (1 Q&A Supervisor, 1 Training Supervisor). 1 Supervisor vacancy currently.

We have currently 37 fully trained employees, and 3 employees are on short/longer term medical leave, and 4 with overtime medical restrictions, 2 preparing for medical leave. (+3-MOU Call taker only), (+6 in phones training), (2 Stalled on Phones) (+1 in radio training) (+5 Part-time).

*One Telecommunicator, Andrea Yambrick, is to be promoted to Supervisor on July 14. Congratulations Andrea!*

## Executive Board and General Membership

### Applications Processed:

Effective May 1, 2025, we are no longer accepting applications due to the summer move into the new 9-1-1 Center.

### Resignations & Retirement:

One newly hired employee resigned.

### Monthly Training:

Training was conducted on May 13 and 14, 2025. The topic was Mutual Aid Box Alarm System (MABAS) training.

### EMS - Critical Status:

In the Month of May, we had the following incidents that occurred that led to us having Critical Status activations.

Dates	Times in Critical	Sum of Critical Duration (hrs.)	Max of T1 Pending	Max of T2 Pending
9-May	1	3.07	1	6
10-May	1	0.10	1	4
11-May	1	10.00	1	11
12-May	1	1.60	1	3
13-May	2	1.35	1	3
18-May	1	0.63	1	6
19-May	1	3.15	1	7
22-May	1	0.10	1	4
<b>Grand Total</b>	<b>9</b>	<b>20.00</b>	<b>1</b>	<b>11</b>

### Hexagon Upgrade 9.4 Update:

As of today's date, June 4, 2025, we currently have 33 active tickets on the project board. Our I.T. Guys are still working with the Hexagon Project team members weekly to resolve these items.

## Executive Board and General Membership

### Quality Assurance:

Supervisors Jake Reitano completed 566 Q&A's in May.

Call Type	Count	Average Score
911 HANGUP	1	100.00%
ALARM	1	100.00%
ALERT	1	100.00%
ARCING WIRE	1	100.00%
ARMED		
ROBBERY	2	100.00%
CHASE	11	100.00%
DISORDERLY	4	94.00%
DOMESTIC	3	100.00%
EMS T-1	11	100.00%
EMS T-2	4	100.00%
ENTRAPMENT	10	100.00%
FULL ARREST	197	99.45%
HARRASSMENT	1	100.00%
NOISE	1	100.00%
PDA	5	98.00%
PI	1	100.00%
RESCUE	1	100.00%
SHOOTING	39	100.00%
SLIM	1	100.00%
STABBING	14	100.00%
STRUCTURE	248	99.54%
SUSP	2	100.00%
TXTX	1	100.00%
UDAA	3	100.00%
UNK		
ACCIDENT	1	96.00%
WELFARE	1	100.00%
<b>Grand Total</b>	<b>566</b>	<b>99.54%</b>

Stats as of 06-04-25, 566 total calls reviewed, with 11 calls "non-compliant" or below 90% proficiency so far this year.

## Executive Board and General Membership

### Award, Citations, and Recognition:

Please join us in Congratulating our team members with anniversary dates this month of May.



## Executive Board and General Membership

### **Grand Blanc Chamber of Commerce:**

On May 2, 2025, Executive Director Tim Jones was the guest speaker for the Grand Blanc Chamber of Commerce. Director Jones gave an update on 9-1-1 operations and exciting changes for the new technology, new CAD upgrade, new Emergency Medical Dispatching (EMD) software and us soon to be new 9-1-1 Center and its location.



### **"Cooking with the Chiefs":**

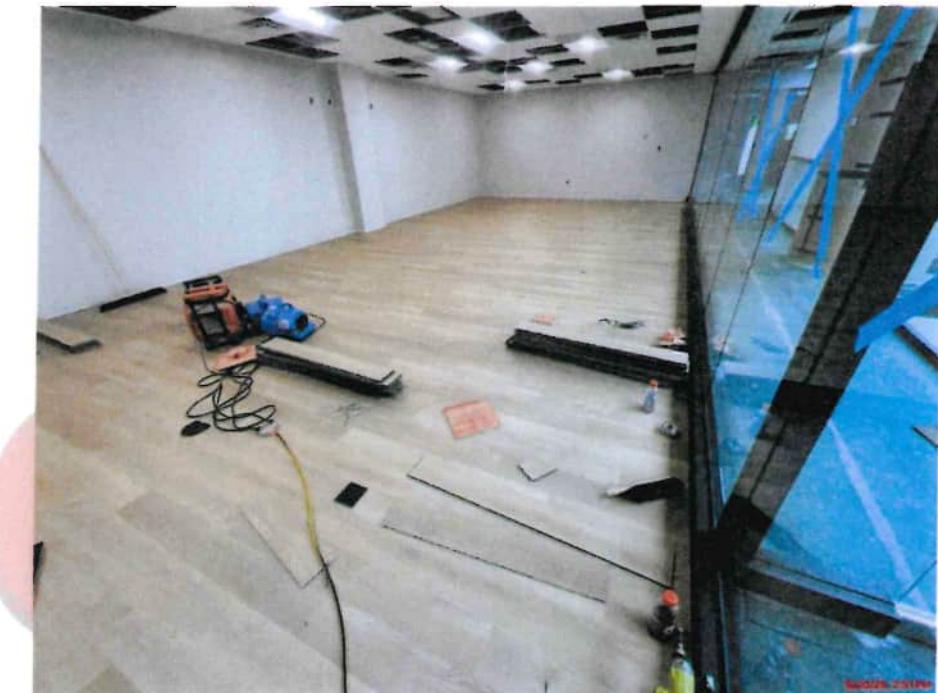
On May 16, 2025, Dispatchers Kirsite Brokaw, Jessica Young and Executive Director Tim Jones help with the fundraiser for Voices for Children held at Elga Credit Union Headquarters in Grand Blanc. Yes, and we clinched 2nd place!! A huge "Thank you" to Mike Lintz, and Chef Nick from Scratch BBQ for the mouthwatering pull pork sliders and Coleslaw!!



## Executive Board and General Membership

### **HAP Building Renovations are Underway:**

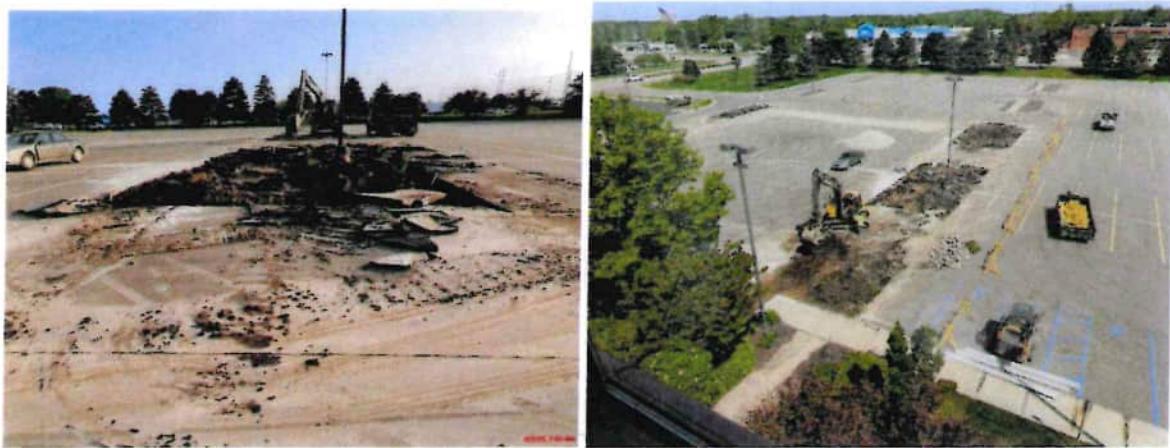
Renovations to the 4<sup>th</sup> floor are well underway. Project is on time and moving quickly. Weekly meetings occur with the Lurvey Construction team and the 9-1-1 providers, Motorola, PFN, INdigital, MPSCS, Thomas, Shelby Furniture, Fire & Security Alarm., Cresent Digital, Cleaning Companies, and Westshore.



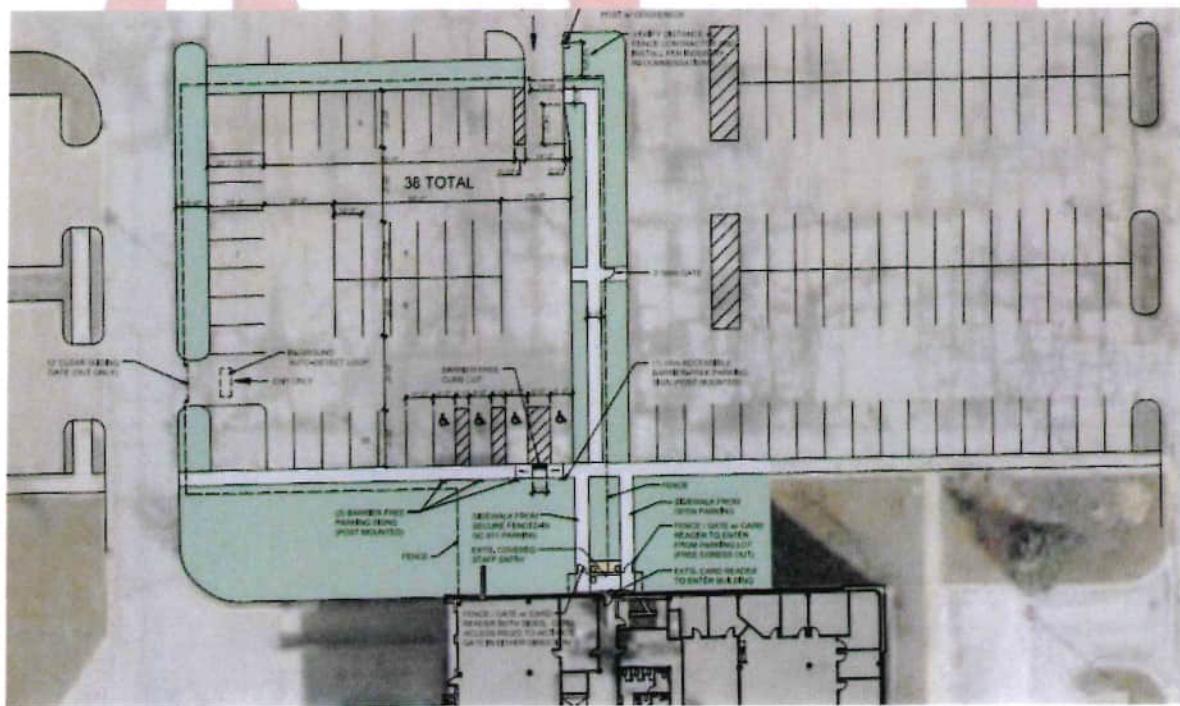
Training Room is shaping up!

## Executive Board and General Membership

## **HAP Building Renovations are Underway - Continued:**



Renovation to the north parking lot has started for the Fencing for the 9-1-1 Staff parking area.



## Executive Board and General Membership

### HAP Building Renovations are Underway - Continued:



Roof antennas and Motorola Sled Complete.



The nursing room is done.

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E

## CITY OF MONTROSE MEMORANDUM

**Date:** June 17, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Sam Spence, DPW Director

*(SP)*

**Subject:** Report to City Council on May 2025 DPW Activity

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- Both Parks (Lions and Blueberry) were unwinterized, opened, and cleaned.
- Lions Park trees that fell were dug up and reseeded.
- Lions Park had a spring cleanup from all the high winds this winter/spring. Which took a full 6 days.
- All streets were swept multiple times to clear the winter/spring refuge.
- M-57 was swept and cleaned.
- Parcels mowed and edged.
- Downtown and Parks sprayed for weeds.
- Downtown Banners were hung.
- Downtown flowers were hung and placed along walk.
- Downtown flowers are watered multiple times throughout the week.
- Downtown and Park garbage bins cleaned and emptied.
- Downtown walks blown and parking spots swept with Street Sweeper.
- Lions Park pavilion and picnic tables were power washed.
- Dirt roads were graded with the Backhoe and Skid Steer.
- All water samples were taken and reported.

# CITY OF MONTROSE MEMORANDUM

G

**Date:** June 19, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager *(Signature)*

**Subject: Interim City Manager Report to Mayor & City Council on activities**

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The following is a bullet point report on activity since I began my duties as your Interim City Manager and current/ongoing activity.

- Daily meetings and discussions with city administration staff.
- Met with and on routine basis communications to all city council members continuing to keep them informed of activity that is pertinent to their legislative roles so that they can properly inform their constituents.
- Reviewed all city contracts and prepared memorandum for city council on pertinent FY25/26 contracts.
- Met with representative from Taylor & Morgan firm to discuss the city of Montrose needs for proper forecasting, budgeting and formal budget proposal.
- Held a Special Meeting of the council for council consideration to hire Taylor & Morgan Firm for required budget proposal/accounting.
- Discussed and reviewed with City attorney all pertinent matters.
- Attended Genesee County Wastewater debut of new digest system with Sam Spence, DPW Supervisor.
- Toured the city of Montrose with DPW Supervisor, analyzing infrastructure, equipment and CIP needs.
- Met with city engineer and DPW Supervisor to discuss city Master Plan, CIP and FY25/26 Budget prep.
- Met with Montrose Township Supervisor and Police Chief. Discussed police services and ways to strengthen the relationship between the City and the Township of Montrose.
- Assisted several or more citizens at city hall relative to routine questions, permits, etc.
- Prepared city council memorandums & packets for June 24, 2025, meeting.
- Multiple phone/meeting conferences with Officials from the Neighborhood Development Division (NDD) & Michigan State Housing Development Authority to investigate the numerous Grants the City of Montrose has previously engaged in. Formal Memorandum pending outcome of investigation will be provided to city council.
- Answered several phone calls over weekends from citizens concerns relative to zoning/garbage concerns.
- Held a DDA Meeting June 10, 2025, at city hall. I found it to be very productive and encouraging to see a reconnection of people who strive to do great things for the City of Montrose. I want to thank Councilwoman and Chairwoman of the DDA, Mrs. Lori Machuk for assisting this administration in organizing the DDA meeting.

# **CITY OF MONTROSE**

## **MEMORANDUM**

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- City Hall window hours/days changed to reflect current city hall operations.
- Closed our 3 pending zoning permits with residents for various items, fencing/shed, etc.
- Introduced Mrs. Kimberly Lynch to our staff and held staff meetings in preparation to clean up Treasurers office.
- Closed out multiple requested documented items that had been pending dating back to February 2025.

Thank you to our City Clerk, City Secretary, DPW Director and to all who I have encountered during my first 30 days here in the city. Everyone has been terrific to work with, and it is an honor and privilege to serve as your interim city manager.

H  
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## CITY OF MONTROSE MEMORANDUM

**Date:** June 16, 2025

**To:** Mayor Banks and Montrose City Council Members *(initials)*

**From:** Joe Karlichek, Interim City Manager

**Subject: Report of DPW Drinking Water Operator License Notification**

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I am pleased to announce DPW Supervisor Mr. Sam Spence achievement in earning his Drinking Water Operator Certification! Congratulations Sam!

Sam has transitioned the city away from its contractor (\$750 per month cost to the city) and the City of Montrose will author and conduct its reporting in-house, effective July 1, 2025.



GRETCHEN WHITMER  
GOVERNOR

*SAM*  
STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION

**EGLE**  
PHILLIP D. ROOS  
DIRECTOR

June 4, 2025

Samuel E. Spence 18559  
11343 Seymour Road  
Montrose, Michigan 48457

Dear Samuel E. Spence:

**SUBJECT: Notification of Drinking Water Operator Certification Examination Results**

Congratulations! We are pleased to notify you that you have passed the May 7, 2025, written examination(s) for certification as a drinking water operator in Michigan. Your certificate will be mailed separately from this letter.

A score of 70% has been established as passing.

Your score was 81.00% in the S-3 classification.

In addition to receiving this letter, we encourage you to visit our website at Michigan.gov/EGLEOperatorTraining for essential information regarding drinking water operator continuing education credit requirements, approved trainings, and certification renewal. From our website, click on "Certification Renewal Information Sheet" under the Renewals heading for specific information on renewal requirements.

If you have further questions, please contact Renee Arntz, Administrative Assistant, Technical Support Unit, Community Water Supply Section, Drinking Water and Environmental Health Division, at 517-525-2978; ArntzR@Michigan.gov; or Michigan Department of Environment, Great Lakes, and Energy, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

*Koren Carpenter*

Koren Carpenter, Supervisor  
Operator Training and Certification Unit  
Community Water Supply Section  
Drinking Water and Environmental Health Division

Enclosures

**EGLE** MICHIGAN DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
DwEHD-CWSS-OTCU  
P.O. Box 30817  
Lansing, Michigan 48909-8311

**EGLE**  
State of Michigan

Waterworks System Operator  
Name: Samuel E. Spence ID #: 18559  
Certification(s): S-3  
Expiration Date: 07/15/2028

Authority: Michigan Safe Drinking Water Act, 1976 PA 399, as amended

Samuel E. Spence  
11343 Seymour Road  
Montrose, MI 48457

Congratulations! In addition to receiving this certificate, we encourage you to go to the [Operator Training and Certification website](#) (Michigan.gov/EGLEOperatorTraining) to review additional documentation that is essential for you as a drinking water operator regarding certification renewal, continuing education credit requirements, and operator certification rule changes.

State of Michigan  
Department of Environment, Great Lakes, and Energy  
Drinking Water and Environmental Health Division

**EGLE**

CERTIFIES

Samuel E. Spence

as a

**WATERWORKS SYSTEM OPERATOR**

Classification(s) Held:

**S-3**



*Having carefully considered education, professional experience, and established competence,  
this Certificate is hereby granted in accordance with  
the Michigan Safe Drinking Water Act, 1976 PA 399, as amended.*

**18559**

Operator I.D. Number

**05/07/2025**

Issuance Date

**07/15/2028**

Expiration Date

# CITY OF MONTROSE MEMORANDUM

I.

Date: June 5, 2025

To: Mayor Banks and City Council

From: Joe Karlichek, Interim City Manager

Subject: Report notifying City Council Interim City Manager is authorized signatory & extension authorized City of Montrose DWAM Grant

## Background:

The attached amendment extending Montrose's DWAM Grant to 9/15/2025 has been approved internally. This means that the community's authorized signatory (Joe Karlichek).

The amendment is considered executed and will be sent to our budget staff who will use it to update the FSR reimbursement form. Once updated, I will share both the executed amendment and FSR form with you for your records and to use for future reimbursement request submissions.

**Recommendation:** There is no action required.

AMENDMENT TO THE **DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT**  
BETWEEN THE  
**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**  
AND THE **CITY OF MONTROSE**  
(Authorized by **2019 PA 57**)

This Amendment modifies the grant agreement between the **Michigan Department of Environment, Great Lakes, and Energy** (hereafter "State"), formerly Michigan Department of Environmental Quality, and the **City of Montrose** (hereafter "Grantee"), signed by the State on and executed on **March 18, 2022**, for the **Asset Management Plan/Distribution System Materials Inventory Project**. This Amendment does not take effect until signed by both parties.

The revisions to the Grant Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

**AGREEMENT PERIOD (End Date)**

The State and the Grantee agree to the following change in project end date:

The grant end date will be extended from 6/15/2025 to 9/15/2025. This change does not reflect a change in project scope or budget.

**AUTHORIZED SIGNATURES**

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

E-SIGNED by Joe Karlichek  
on 2025-06-05 13:35:30 EDT

2025-06-05 13:35:30

Signature

Joe Karlichek, Interim City Manager

Date

Name/Title

FOR THE STATE:

E-SIGNED by Kelly Green  
on 2025-06-05 13:59:30 EDT

2025-06-05 13:59:30

Signature

Kelly Green, Administrator

Date

Name/Title

# CITY OF MONTROSE MEMORANDUM

J.

**Date:** June 19, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager 

**Subject: Report on BS&A Cloud System Indefinite Hold & Implementation**

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## **Background:**

Upon my review of city operations it was discovered the City of Montrose previous administration had signed a contract with BS&A to advance the city's operations to a new platform BS&A Cloud System and move away from the BS&A.Net System.

Interviews were conducted with administrative staff, interviews with other colleagues across the county and as recently as this memorandum being typed, communities from across the State are discussing they are having extreme difficulties with the new system, including poor customer service. Many colleagues expressed the "Cloud" system may be the future but that it would be a minimum of 3 – 5 years before such implementation is necessary.

Further internal investigation revealed that there is woefully inadequate training and procedural systems lacking with our current system, let alone the new BS&A Cloud System, relative to the Treasurer's office, accounting, accounts payable and various other accounts of activities inside this administration. In addition to those difficulties, the cost associated with moving the city operations to the Cloud is substantially higher than what is currently budgeted and would require a budget adjustment. Due to the difficulties the city Mayor and council have had over many months of receiving a budget and proper budget workshop, it is not plausible for the city to advance to a new platform when there are too many unknowns relative to its fiscal position.

After having a conversation with Ann Oswald, Senior Cloud Upgrade Specialist of BS&A, I informed her that our city administration is requiring a delay to planned upgrade July 2025. Ms. Oswald was very accommodating and understood.

Consequently, it is prudent that the City of Montrose be on indefinite hold to move the BS&A Cloud System.

**Recommendation:** No action. The City Administration will file communications and keep the Mayor & City Council informed of any new developments.

# CITY OF MONTROSE MEMORANDUM

K.

**Date:** June 4, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Interim City Manager, Joe Karlichek

**Subject: Report to City Council regarding Review of Contracts FY25/26**

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## **Background:**

Upon city administration investigation into various contracts the City of Montrose has with vendors and other organizations the following is informational or in need of consideration of renewal and/or are automatic renewals in FY25/26. It is important this administration convey to the city council all contracts and agreements that may impact the FY25/26 Budget. This administration shall keep the council informed of any changes in agreements/contracts and shall bring forth, before the council, any and all renewals for consideration of approval.

Contracts needing council consideration for approval to renew are as follows:

1. **Civic Plus (Renewal)** 7/1/2025 at a 5% increase in an annual amount not to exceed \$1,785. This is for "Municode" services. (***The agreement is located in the packed with this memorandum.***)  
No action required.
2. **Blue Care Network** – expires February 2026. The FY25/26 Budget Proposal shall include the prospective rate increase. This communication is simply making the city council aware.  
No action required.
3. **Larkow's Lawncare & Landscaping, LLC** – Expires June 1, 2026. Contract will continue through FY25/Budget, unless council decides to terminate contract under the provisions outlined in the contract.  
No action required.
4. **Public Safety Agreement (PSA)** – Between Montrose Charter Township & City of Montrose. The contract stipulates Page 2, Item III, contract shall be reopened for negotiation of consideration (Paragraph III only). The PSA, relative to budget FY/25/26, shall reflect the cost for services of \$440,046.19 including the contractual 3% increase. (***The agreement is located in the packed with this memorandum.***)  
No action required.
5. **Agreement City of Montrose & Local Union No. 7-SM, AFL-CIO International Sheet Metal, Air, Rail, & Transportation Workers** – Renewal June 30, 2026. City administration is expected to re-open negotiations during the FY25/26 Budget. This communication is simply making the city council aware. (***The agreement is available for city council with city administration.***)  
No Action Required

**Recommendation:** No action required.

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-73309-1

**Date:**

4/16/2024 8:09 AM

**Customer:**

MONTROSE CITY,

MICHIGAN

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 1,700.00
Code and Supp Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	1.00	USD -425.00
Annual Print Supplementation Service Included	Annual Print Supplementation Service Included Print Schedule - 10	1.00	USD 0.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [5] copies	5.00	USD 0.00
Annual Recurring Supplement Services - Initial Term			USD 1,275.00
Annual Recurring Supplement Services - (Subject to Uplift)			USD 1,700.00

1. This Statement of Work ("SOW") is between City of Montrose, MI ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 7/1/2025 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.
3. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-73309-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

City of Montrose

Printed Name:

Christina (Tina) Rush  
Christina M Rush  
City Clerk 4/3/25

Title:

City Clerk

Date:

3/26/25

CivicPlus

By:

Amy Vikander

Printed Name:

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:

2/7/2025

Organization Legal Name:

City of Montrose

Billing Contact:

Christina (Tina) Rush  
City Clerk  
(810) 639-6168 ext. 3

Billing Phone Number:

clerk@cityofmontrose.us

Billing Email:

139 S. Saginaw ST.

Billing Address:

Montrose, MI 48457

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

## Addendum 1

<p>This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.</p> <p>1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.</p> <p>2. Limitations of Services. Annual Recurring Supplement Service does NOT include:</p> <ul style="list-style-type: none"> <li>• Additional copies, reprints, binders, and tab orders;</li> <li>• Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;</li> <li>• Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;</li> <li>• Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;</li> <li>• Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;</li> <li>• Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;</li> <li>• Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;</li> <li>• Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.</li> <li>• The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and</li> <li>• Online Code hosting and online features, this is listed separately.</li> </ul> <p>For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.</p> <p>3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.</p>	<p>4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.</p> <p>5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.</p> <p>6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.</p> <p>7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.</p> <p>8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.</p> <p>9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.</p> <p>10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.</p>
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Contact Information

Organization City of Montrose URL \_\_\_\_\_  
Street Address 139 S. Saginaw Street  
Address 2 \_\_\_\_\_

City Montrose State MI Postal Code 48457

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Christina (Tina) Rush (810) 955-4207

Emergency Contact & Mobile Phone \_\_\_\_\_

Emergency Contact & Mobile Phone \_\_\_\_\_

Billing Contact Christina (Tina) Rush E-Mail clerk@cityofmontrose.us  
Phone (810) 639-6168 Ext. 3 Fax —

Billing Address 139 S. Saginaw ST.  
Address 2 \_\_\_\_\_

City Montrose State MI Postal Code 48457

Tax ID # 38-6007191 Sales Tax Exempt # \_\_\_\_\_

Billing Terms \_\_\_\_\_ Account Rep Ellen Ostemeyer

Info Required on Invoice (PO or Job #) no PO - invoices only

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y  or N

Please list all external sources: N/A

Contract Contact Christina (Tina) Rush Email clerk@cityofmontrose.us

Phone (810) 639-6168 Ext. 3 Fax N/A

Project Contact \_\_\_\_\_ Email \_\_\_\_\_

Phone “ Ext. “ Fax \_\_\_\_\_

*Council  
Approved  
5/28/24*

CONTRACT FOR MOWING/WEED TRIMMING SERVICES  
FOR  
THE CITY OF MONTROSE -2024

THIS CONTRACT is made as of the 28<sup>th</sup> day of May 2024 by and between the CITY OF MONTROSE, a municipal corporation organized and existing under the laws of the State of Michigan (hereinafter as the "City"), Larko's Lawncare and Landscaping LLC., 9351 Duffield Rd., Montrose, MI 48457 (hereinafter "Contractor").

WITNESSETH WHEREAS, the City has issued a Request for Proposals to provide maintenance services for mowing and weed trimming in vacant and non-compliant lots in the City (hereinafter referred to as the "Work"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the City a proposal attached hereto as Exhibit A and is incorporated by reference as fully set forth herein;

WHEREAS, the City has selected the Contractor to perform the Work; and

WHEREAS, the City and the Contractor desire to enter a formal contract for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

I. General - The Contractor agrees to perform all the duties and obligations under the terms and conditions as specified in the Request for Proposals attached hereto as Exhibit A.

Term - This Contract is for a term of 2 year with work beginning on June 1, 2024 and ending on June 1, 2026. The terms of the agreement may be extended for an additional 1-year period upon mutually written consent of the parties, and an amended Agreement shall be executed to reflect any revisions.

Payments - Payment for work fully performed is contingent upon the written approval of the City Manager or his/her designee (the "Manager"). The City shall pay the invoice within 30 days of the Manager's approval of it. The Contractor shall be paid the rates as specified in Contractor's proposal and attached hereto as Exhibit A. All materials and equipment provided in connection with this Agreement shall be provided as specified in the Contractor's proposal attached hereto as Exhibit A. The City may request that invoices be modified to meet the City's requirements or may request additional information with respect to any charges such as time slips, invoices, receipts, or purchase orders.

Right to Terminate - The City and Contractor shall have the right to terminate all or a portion of this Contract for its convenience and without cause provided a 10-day notice by either party.

In the event of termination, the City shall be liable to the Contractor for Work performed to date and approved by the Manager in accordance with Paragraph 3, above. The City shall have no further obligation or liability to the Contractor for any portion of the Contract

terminated.

Non-Employment Relationship - The City and the Contractor are independent parties. Nothing contained in this Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Contract. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the City. The Contractor shall be solely responsible for any applicable taxes.

Amendments - This Contract may not be altered or amended, except by written agreement of the parties.

Entire Agreement - It is expressly understood and agreed that this Contract states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Contract or attached as Exhibits hereto.

Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

Warranty - Contractor warrants to the City that the workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the City that the Work will be free from defects and not inherent in the quality required or permitted, that the Contractor will perform the work in a good and workmanlike manner, and that the work will conform to the Agreement. Work not conforming to the Agreement will be considered defective.

Michigan Law and Courts- This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Michigan and the parties irrevocably submit in any suit, action or proceeding arising out of this Contract.

Indemnification- The contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from the performance of the Work. The Contractor also agrees to pay all attorney's fees incurred by the City, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In all claims against the City, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

Compliance with the Law- the Contractor shall comply with all federal, state and local laws and regulations governing this Contract, including without limitation health, safety and environmental requirements

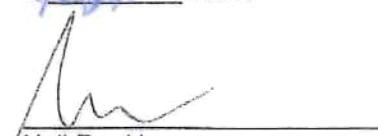
Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance

as more specifically described in Exhibit A, with a company or companies authorized to do business in Michigan.

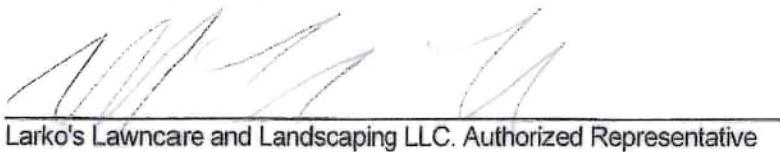
No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Contract or any portion thereof without prior written consent of the City Council.

Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract this 15<sup>th</sup> day  
of July 2024.



Neil Rankin  
Montrose City Manager



Larko's Lawncare and Landscaping LLC. Authorized Representative

CITY OF MONTROSE

MICHIGAN

Exhibit A

SPECIFICATIONS FOR

GRASS AND WEED CUTTING SERVICES – 2024

PURPOSE:

The City of Montrose, is soliciting bids from qualified contractors to provide mowing services (all labor, materials, and equipment) as described in these specifications. Areas shall be maintained with a crisp, clean appearance as otherwise noted herein. This agreement shall be in effect for a one-year period and may be renewed by the City of Montrose for two one-year periods at mutually agreed prices.

SCOPE:

The City of Montrose Code Enforcement Department is responsible for enforcing laws relative to noxious weeds. In those instances where the owner does not cut the weeds/grass, the City hires a contractor to perform this service, pays the contractor and bills the property owner.

Properties are located throughout the City and range in size from very small non-residential sites to vacant lots. Vegetation may range from weeds and grass just over eight inches tall to very overgrown properties with weeds reaching three to four feet in height. Due to the nature of the program the number of sites to be cut in any given month varies as does the cost incurred to cut the property. Over the past several years however, during the months of April through November, the number of sites needed to be cut have averaged about 4-5 per month.

In requesting bids for weed mowing and grass cutting services, the City of Montrose makes no guarantee as to the number of sites to be cut, the frequency with which they may need to be cut or the total amount of the contract.

Additional information about the program may be obtained by contacting the City Manager at (810)639-6168.

PRICES:

Please quote prices based on each square foot cut. The number of square feet to be cut will be determined by the Code Enforcement Department and will be based on property records in the City Clerk's Office and field inspections.

The square foot rate for cutting weeds/grass at 10" to 16" at the time the property is ordered cut is \$ 102 per square foot.

RESPONSIBILITIES OF CONTRACTOR:

1. All work shall be performed in a professional, courteous, workman-like manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all OSHA and MIOSHA safety standards.
2. Mowing season will start approximately April 15<sup>th</sup> and will end approximately November 15<sup>th</sup>.
3. Mowing height shall be 2" for all general yard areas. Mower adjustments are to be made and measured on a flat surface.
4. Properties are to be cut within 48 hours of the request for cutting unless unfavorable weather conditions make cutting impossible. Weekend work is acceptable.
5. Trimming shall be done on same schedule as mowing using string trimmers. This standard includes fence lines, rounds in lawn trees, shrubs, buildings, etc. Areas around buildings and fences must be trimmed to a level at or below 4" wherever possible.
6. Weeds are to be trimmed and removed in bed areas containing such materials as stone, woodchips, brick chips, etc., surrounding or bordering yard.
7. It will be the contractor's obligation to ensure that shrubs, trees, etc., be protected from damage caused by the use of mowers and weed whips. Any injury or damage shall be given remedial or corrective treatment, approved by the City. The City shall be notified immediately of damage incurred.
8. In residential and commercial areas all cut weeds and grass must be collected and removed from the site.
9. Other than weeds and grass that have been cut the Contractor is not to remove anything from the sites.
10. The Contractor shall photograph each site prior to mowing. A yard stick, indicated 8" and 12" must be viable in photograph to verify grass/weed height.
11. The Contractor shall be responsible for the removal and disposal of the cut grass and weeds at his own expense.
12. The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.
13. The Contractor's employees shall maintain a neat and clean appearance at all times. Employees shall adhere to the following dress code: safety shoes, long pants (no shaggy cut-offs, etc.) and a shirt at all times.
14. All invoices must be received within 30 days of the date of service.

CITY OF MONTROSE  
GRASS/WEED CUTTING  
PAGE 3

CONTRACTOR'S QUALIFICATIONS:

1. **EXPERIENCE**

No award will be made to a company that is in violation of any State laws or local ordinances. Bids will be accepted from companies that have been in the mowing business for a minimum of two years. Please indicate the number of years' experience in this work. \_\_\_\_\_

2. **EQUIPMENT**

The successful bidder must have equipment acceptable to perform the work. All bidders must include with their bid a list of all equipment to be used, showing model year, makes, and mowing widths. The City reserves the right to inspect the equipment at the vendor's site as part of the evaluation process. The final decision as to the acceptability of this equipment rests with the Director of the Department of Public Works.

3. **INSURANCE REQUIREMENTS**

All vendors bidding on this contract will provide the City of Montrose proof of insurance at the time of awarding the contract. Insurance requirements must include Worker's Compensation coverage for any employees and \$1,000,000.00 liability coverage.

4. **LICENSE TO DO BUSINESS IN MICHIGAN**

At the time of awarding the contract, successful vendor must provide proof to the City of Montrose that the firm/company is licensed to do business within the State of Michigan.

RESPONSIBILITIES OF THE CITY OF MONTROSE

1. Properties that need to be cut will be referred to the contractor as needed.
2. Debris filled lots will be cleaned by a separate contractor prior to their being ordered cut.
3. All work outlined in this specification will be subject to periodic field inspections by the Code Enforcement Officer. The contractor's presence may be requested during inspections at any or all of the locations specified.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES  
May 28, 2024

9. **DISCUSSION/DIRECTION POVERTY EXEMPTION GENERAL GUIDELINES:** The City is currently going through its AMAR review and the assessor has requested that council adopt the revised Poverty Exemption Guideline.

- **MOTION** by Richard **SECOND** by Heslop to adopt the Poverty Exemption General Guideline. Roll Call Vote: Richard – Aye, Pangle – Aye, Heslop – Aye, Martin – Aye, Arnold – Aye and Mayor Brown – Aye. All Ayes. Motion Carried.

10. **DISCUSSION/DIRECTION RECIPROCAL PARKING LOT AGREEMENT:** In 2005 the City of Montrose was granted an easement for the utilities located along the alleyways on the North and South sides of State Street which is known as the Montrose Downtown. The easement did not provide for the maintenance of the property but only for ingress and egress and restoration of any repairs. No agreements exist with the property in the maintenance of the alleyways and or parking. The proposed parking lot agreement would allow for public parking in exchange for the city ingress and egress to maintain the parking lots in the alleyways for a period of ten years. Costs for parking lot improvements would be based on parking lot square footage based on property descriptions.

- **MOTION** by Richard **SECOND** by Martin to send a notice and the agreement to these business (property) owners. Roll Call Vote: Pangle – Aye, Richard – Aye, Martin – Aye, Heslop – Aye, Arnold – Aye, and Mayor Brown – Aye. All Ayes. Motion Carried.

11. **DISCUSSION/DIRECTION CONTRACT FOR MOWING SERVICES:** The City has utilized an outside contractor for mowing to address violations of the tall grass and weeds ordinance. Larko's Lawncare and Landscape Services LLC. has been the sole contractor for this service since 2016. In 2023 the contract expired and was not renewed as the city had no violations. This year the city has several properties that needed to be mowed and Larko's has agreed to extend/enter into a new contract and keep the current rate. The city will contract with Larko's for a period of up to three years to provide for mowing services.

- **MOTION** by Richard **SECOND** by Arnold to approve the contract with Larko's Lawncare and Landscape Services LLC. Roll Call Vote: Pangle – Aye, Richard – Aye, Martin – Aye, Heslop – Aye, Arnold – Aye and Mayor Brown – Aye. All Ayes. Motion Carried.

12. **RESOLUTION SAFE ROUTES TO SCHOOL:**

The city staff is working with Montrose Community Schools to apply for funding from the Safe Routes to School Program that will help address the walkability of the city and community for school aged students. The City is required to adopt a resolution in support of the program and the related costs

- **MOTION** by Richard **SECOND** by Heslop to approve the Safe Routes to School Resolution as presented. Roll Call Vote: Martin-Aye, Richard-Aye, Arnold-Aye, Heslop-Aye, Pangle-Aye and Mayor Brown-Aye. All Ayes. Motion Carried.

13. **DISCUSSION/DIRECTION RFP MI-HOPE GRANT:** The City was awarded a MI-HOPE grant in the amount of \$300,000 in August of 2023. City staff have created a program guide and an RFP for a contractor to install insulation and energy auditor to meet criteria for approved homes.

PUBLIC SAFETY AGREEMENT  
BETWEEN THE CITY OF MONTROSE  
AND MONTROSE CHARTER TOWNSHIP

THIS AGREEMENT MADE AND ENTERED into this 1<sup>st</sup> day of January, 2024, by and between the Montrose Charter Township, a Michigan Municipal entity with its principal offices at 11444 N. Seymour Road, Montrose, Michigan 48457, (hereinafter referred to as "the Township"), and the City of Montrose, a Michigan municipal entity with its principal offices at 139 South Saginaw Street, Montrose, Michigan 48457, (hereinafter referred to as "the City");

WHEREAS, the City desires to provide both police and fire protection to its residents but has no police or fire department; and

WHEREAS, the Township maintains full time police and fire departments and is agreeable to rendering such services to the residents of the City provided its costs for rendering such services are fully reimbursed; and

WHEREAS, such intergovernmental Agreements are authorized by State statutory authority and pursuant to such authority, the Township has been providing both police and fire services to the City since January 1, 2007.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

I. SERVICES PROVIDED.

A. The Township shall provide police and fire protection and rescue services within the geographical boundary of the City on the same basis such services are provided within the Township on a twenty-four (24) hour per day, seven (7) day per week basis.

B. Police protection shall more specifically include the following services:

- 1) Enforcement of all traffic and criminal ordinances of the City and state law within the Corporate limits of the City.

- 2) The City will enforce building code violations and zoning violations through its Code enforcement Official or Zoning Administrator. The Township Police Department shall address alleged building and zoning violations within the city to assist the Code enforcement Official or Zoning Administrator in same manner as enforced within the township.
- 3) Performance within the corporate limits of the City for inspections required under the Michigan Liquor Control Law upon request of City Manager or designee.

C. To the extent practicable it is anticipated that police, fire and rescue services will be deployed and shifts dedicated so as to allow the City and the Township to be served as one community, although both parties acknowledge that there will be occasions when all police patrol units on the road at any given time may be physically located in one jurisdiction or the other.

## II. TERM.

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2024 and shall end on December 31, 2028.

## III. CONSIDERATION.

The City agrees to pay the Township the sum of Four Hundred Fourteen Thousand Seven Hundred Eighty-Five and 74/100 (\$414,785.74) Dollars for year 2024 (5%) increase in twelve (12) payments of Thirty-Four Thousand Five Hundred Sixty-Five and 48/100 (\$34,565.48) Dollars on the 10th day of each month for the services set forth in the first year of this Agreement. There shall be a 3 % increase each of the following two (2) years.

2025: \$414,785.74 x 3% = \$12,443.57 Total: \$427,229.31  
(Monthly= \$35,602.44)

2026: \$427,229.31 x 3% = \$12,816.88 Total: \$440,046.19  
(Monthly= \$36,670.52)

After 2026 this contract shall be reopened for negotiation of consideration (Paragraph III) only.

44,785

## IV. OPERATION AND MANAGEMENT OF POLICE AND FIRE DEPARTMENT.

A. The Township shall be solely responsible for the operation and management of its Police and Fire Departments and for the supervision and management (including the right

to hire, discipline and discharge) of all employees of the Police and Fire Departments, and their terms, hours, and condition of employment.

B. The City agrees that the matter of the number of employees of the Township's Police Department is a matter solely within the discretion of the Township, and that the chain of command dispatching responsibilities and leadership within both the Police and Fire Departments are a matter which are solely within the discretion of the Township.

C. The Township shall not prohibit any otherwise qualified resident of the City from fire department service simply by virtue of his or her residence in the City.

D. The Township shall ensure that the services provided by its Police and Fire Departments to the City, and the residents of the City shall be provided in a courteous and professional manner.

E. All Township officers, employees and agents performing any activities under this contract are officers, employees and agents of the Township and nothing herein shall be interpreted to make such persons the employees of the City.

F. The Township shall provide all facilities, motor vehicles, equipment and supplies necessary to operate the Police and Fire Departments, including communications facilities and dispatching equipment necessary to maintain a level of service equal to that heretofore provided, and such level of service shall be the same in the City as in the Township.

#### V. SCHEDULES AND REPORTS.

The Township Police Department shall provide the City a copy of the monthly activity report describing the Police Department activities performed within the corporate limits of the City. Such monthly reports shall be delivered to the City Manager.

#### VI. INDEMNIFICATIONS.

A. The City shall have no liability for the payment of any salaries, wages or other compensation to any Township personnel performing services hereunder, or any liability other than that provided for in this Agreement.

B. The City shall have no liability for any worker's compensation benefits paid or due to any Township employee for the performance of any activities in connection with this Agreement. To that end, the Township shall, throughout the term of this Agreement, maintain in full force and effect worker's compensation insurance coverage for all employees providing services under this Agreement.

C. The Township shall indemnify the City for and hold the City harmless from any liability for damages to persons or property caused by employees of the Township in the performance of the Agreement. To that end, the Township shall maintain in full force and effect throughout the term of this Agreement a policy or policies of liability insurance with coverage amounts no less than Five Million (\$5,000,000.00) Dollars, and deductible levels no greater than Twenty-five Thousand (\$25,000.00) Dollars.

#### VII. COMMUNICATIONS, ACCESS COMPLAINTS AND COOPERATION.

A. All day to day communications between the City and the Township regarding this Agreement, and the services provided hereunder, shall be between the City's City Manager and the Township's Police Chief, and/or their designated agents.

B. The Township shall provide the City with a copy of the monthly run report of all fire and rescue responses for the preceding month.

C. City residents and property owners shall have the same access to the Township Police Department as residents and property owners in the Township, and the Township will arrange for the county's central dispatch facility to forward all 911 police emergency calls originating from City residents to the Township's Police Department in the same manner it forwards such emergency calls from the Township. Such access shall include access to public information of the Police Department, including police budgets operating expenses and results of audits. The City and The Township both acknowledge that the records of the Township Police Department are subject to the public disclosure requirements of the Michigan Freedom of Information Act.

D. If the City has, or has received from others, any complaints regarding the police, fire or rescue services

being provided under this Agreement, including the conduct of any police officer or firefighter in connection therewith, such complaint shall be reduced to writing and shall be transmitted to the Township's Supervisor by the City's City Manager and/or its designee. The complaint shall be reviewed by a committee of three (3) elected Township officials appointed by the Township Supervisor and a committee of three (3) elected City Officials appointed by the City Council. The committees shall have no authority other than to discuss the complaint and make suggestions to their respective municipalities.

The City shall have the opportunity to appoint a member of their Council to sit in on all Township Public Safety Committee meetings that deal with Police / Fire or Rescue services.

E. The City agrees to fully cooperate with the Township in the performance of its obligations hereunder.

#### VIII. ROLE OF CITY ATTORNEY.

The Township's Police Department shall forward any requests for approvals of arrest warrants for violations of ordinances of the City to the City's City Attorney, and all violations of City ordinances shall be prosecuted by the City Attorney.

#### IX. FINES, COSTS AND FEES.

Nothing herein shall be construed to affect the City's right, under State statute or Court Rule, to receive its share of the fines and costs collected by a Court with respect to any violation committed within the corporate limits of the City, including the violation of any City ordinance or state law, or the fees to which it is entitled in connection with the inspections of premises licensed by the Michigan Liquor Control Commission. All such fines, costs and fees shall be the sole property of the City.

#### X. AMENDMENT.

No amendment of this Agreement shall be effective unless same is in writing, approved by and duly executed by both the City and the Township.

#### XI. TERMINATION.

The Agreement may be terminated without cause by either party providing the other party with sixty (60) days written notice of such termination to the other party.

**XII. NOTICES.**

Any notice required to be given under this Agreement shall be effective if such notice is in writing and either delivered personally or sent to the other party by first class mail with postage prepaid thereon, and addressed to the persons listed below. Such notice shall be deemed effective upon the date of delivery in the case of personal delivery or on the day after depositing said notice in a United States mail receptacle in the case of first class mailing.

<b>To the City:</b>	<b>with a copy to:</b>
City Manager	Mayor
City of Montrose	City of Montrose
139 S. Saginaw	139 S. Saginaw
Montrose, MI 48457	Montrose, MI 48457

<b>To the Township:</b>	<b>with a copy to:</b>
Police Chief	Supervisor
Montrose Twp. Police Dept.	Montrose Township
11444 N. Seymour	11444 N. Seymour
Montrose, MI 48457	Montrose, MI 48457

**XIII. BINDING EFFECT.**

This Agreement shall be binding upon the parties hereto, their successors and assigns throughout its term.

**XIV. ACKNOWLEDGMENT OF AUTHORITY.**

By execution hereof the City and the Township each acknowledge to the other that they have the legal authority to enter into this Agreement, and the execution of this Agreement has been duly authorized by their respective legislative bodies.

**XV. SEVERABILITY.**

If any section, paragraph, provision, term, condition and/or requirement of this Agreement, or any of the exhibits hereto incorporated by reference, is held null, void, or in

any manner unenforceable by any court or competent jurisdiction, all remaining sections, paragraphs, provision, terms, conditions and/or requirements hereof shall remain in full force and effect, and shall be enforceable in law and equity.

IN WITNESS HEREOF the Charter Township of Montrose by Resolution adopted by its Township Board authorized this contract to be signed by their duly authorized agents, and the City of Montrose by Resolution adopted by its City Council authorized this contract to be signed by their duly authorized agents have executed this contract as of the date referenced herein.

CITY OF MONTROSE

By: Neil Rankin  
Neil Rankin,  
City Manager  
City of Montrose

CHARTER TOWNSHIP OF MONTROSE

By: Coetta Adams  
Coetta Adams,  
Supervisor  
Montrose Township

By: Christina M. Rush  
Christina M. Rush,  
Clerk  
City of Montrose

By: Steven R. Schlicht  
Steven Schlicht,  
Clerk  
Montrose Township

Prepared by:  
Amanda N. Doyle, PLLC  
Attorney at Law  
702 Church Street  
Flint, Michigan 48502  
(810) 767-6860

to approve the contract with Spicers to work on the Recreation Master Plan at an hourly rate not to exceed \$9,200. We did not designate which fund or line item this would be paid from.

A Motion was made by Gary Keeler to take the money out of the Park Fund to pay for the Recreation Master Plan, not to exceed \$9,200. Support for the motion was made by Tom Tithof. Roll Call - Mary Quast (yes), Tom Tithof (yes), Gary Keeler (yes), Coetta Adams (yes), Gerald Cole (yes), Mark Emmendorfer (yes), Steve Schlicht (yes). Vote - All yes. Motion passed.

#### **Public Safety Contract with the City of Montrose**

The Public Safety Agreement for Fire and Police Services in the City of Montrose expires at the end of 2023. We are asking for a 5% increase for 2024, 3% increase in 2025, and 3% increase in 2026. In 2027 the agreement will be up for renewal. In the current agreement if the City receives a complaint regarding services provided to their residents they would have to send over the complaint in writing to the Supervisor. In the new agreement when the City receives a complaint they send over the written complaint to the supervisor. A 3-person committee from our Public Safety Department and a 3-person Committee from the city that will come together and discuss the complaint. The City of Montrose requested to appoint a member of their council to sit in on all Township Public Safety Committee meetings that deal with Police, Fire, or Rescue Services.

A Motion was made by Tom Tithof to approve the Public Safety Agreement between the City of Montrose and Montrose Charter Township pending the approval of the City of Montrose on Thursday. Support for the motion was made by Gerald Cole. Roll Call - Tom Tithof (yes), Gary Keeler (yes), Coetta Adams (yes), Gerald Cole (yes), Mark Emmendorfer (yes), Steve Schlicht (yes), Mary Quast (yes). Vote - All yes. Motion passed.

#### **Budget Amendment**

The Township Michigan Municipal League Workers Compensation Fund Yearly Policy invoice has increased this year due to accidents and sick leaves last year. A transfer of \$14,036 from General Savings to membership and dues 101-103-958.000 is requested to pay this invoice.

A Motion was made by Gary Keeler to transfer the \$14,036 from General Savings into Membership and Dues. 101-103-958.000. Support for the motion was made by Tom Tithof. Roll Call - Gary Keeler (yes), Coetta Adams (yes), Gerald Cole (yes), Mark Emmendorfer (yes), Steve Schlicht (yes), Mary Quast (yes), Tom Tithof (yes). Vote - All yes. Motion passed.

#### **Lucas Machine**

A new Lucas machine is \$20,084.25. We can purchase a refurbished used Lucas machine for \$12,810.50. The ministerial association of Montrose has raised \$5,000, and over the next few months hope to raise an additional \$3,000 toward this purchase. Fire Chief, George Taylor said that he was going to talk to MediLodge and Green for Life to see if they would donate any money toward the purchase. Chief Police, Jamie Cochran has talked to Neil Rankin and he said Neil would ask the Jennings Foundation and another Genesee County Grant Foundation to raise money for a new machine. The used Lucas machine quote expires on 5/31/2023.

A Motion was made by Tom Tithof to approve the purchase of the used Lucas machine at \$12,810.50, and the ProCare Warranty for \$1,764 with the funds coming from the Fire Equipment Fund. Support was given by Coetta Adams. Roll Call - Coetta Adams (yes), Gerald Cole (yes), Mark Emmendorfer (yes), Steve Schlicht (yes), Mary Quast (yes), Tom Tithof (yes), Gary Keeler (yes). Vote - All yes. Motion passed.

# **CITY OF MONTROSE MEMORANDUM**

**Date: June 18, 2025**

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager *(Signature)*

**Subject: Report to city council on outstanding permits**

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## **Background:**

Upon my beginning as Interim City Manager, a file was discovered containing a number of permits from citizens who came to city hall, completed a permit application and paid their permit fee.

Many permits were back dated as early as April 2025. As for this memorandum, all seven (7) permits have been addressed and closed with those citizens. Permits ranging from fencing, pool, barn/shed including one chicken permit. In addition to these permits the city has approved four (4) additional permits.

I want to thank Scott Murlick, City of Montrose Code Enforcement Officer, for his assistance in the review of ordinances pertaining to these permits and facilitating the approval process. Scott is a tremendous asset to the city and his efforts and assistance is greatly appreciated.

It is the mission of this administration to not allow permits to sit in purgatory and provide the citizens of Montrose City effective and efficient services.

**Recommendation: It is recommended the city council approve and file this memorandum.**

# 1

RESOLUTION No. \_\_\_\_\_

ADOPTION OF THE JULY 1, 2025 - JUNE 30, 2026

**FISCAL YEAR BUDGET AND PROPERTY TAX MILLAGE RATE LEVY OF 16.2629**

At a regular 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, Montrose, Michigan, on the 24<sup>th</sup> day of June 2025 at 7:00 o'clock p.m.,

**PRESENT MEMBERS:**

**ABSENT MEMBERS:**

The following resolution was moved by \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ to adopt the following:

**WHEREAS**, Article VI of the City Charter of the City of Montrose declares the City Council shall by resolution adopt a budget for the next fiscal year not later than the first regular meeting in June; and

**WHEREAS**, the City Charter of the City of Montrose states that the City Council shall also in such resolution provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes, subject to the limitations contained in the State of Michigan Constitution and related laws; and

**WHEREAS**, a notice of the budget and public hearing was published on June 15<sup>th</sup>, 2025, and a public hearing was conducted by the City Council of the City of Montrose on June 24th, 2025, at 7:00 o'clock p.m., EDT, in accordance with Section 6-103 of the City Charter of the City of Montrose and related laws of the State of Michigan; and

**WHEREAS**, the City Manager, with Taylor & Morgan Firm prepared and submitted to the City Council of the City of Montrose a budget for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with applicable federal regulations, State of Michigan laws, and the City Charter of Montrose.

**WHEREAS**, that the budget for the fiscal year commencing July 1, 2025, and concluding June 30, 2026, is hereby adopted by the City Council of the City of Montrose and shall be as follows:

**WHEREAS**, that in accordance with Section 6-212 of the City Charter of the City of Montrose, within three (3) days after the City Council of the City of Montrose adopts the Fiscal Year 2025/2026 budget, the City Clerk shall certify to the City Assessor the total amount which the City Council determined shall be raised by the general ad valorem tax, 16.2629 mills per \$1,000 of taxable value, on real and personal property, and shall also certify all amounts of current and delinquent special assessments and all other amounts which the City Council requires to be assessed, reassessed or charged upon any property or against any person along with the City Treasurer publishing a notice of the time when said taxes are due for collection and the penalties and fees for late payment of same in addition to mailing a bill to each person named on the tax roll.

**RESOLUTION No. \_\_\_\_\_**

**AND BE IT FURTHER RESOLVED**, that the assessment/fee for curbside services to be set at \$210 garbage/recycling, per parcel and adjustments to all other units assessed

**AND BE IT FURTHER RESOLVED**, Sec. 72-78 Ord. No. 300, art. I 4,7-9-1996 that the assessment/fee for Hydrant Services to be set at \$20 per parcel and adjustments to all other units assessed

**AND BE IT FURTHER RESOLVED**, that the assessment/fee for Mosquito Abatement services to be set at \$45, per parcel for a single residential unit and adjustments to all other units assessed

**AND BE IT FURTHER RESOLVED**, that the millage levy of 3.7869 for the purposes of police and fire protection

**AND BE IT FURTHER RESOLVED**, Chapter 18, Article II, Section 18-67 of Montrose Code of Ordinances that the millage levy of 1.8292 for the Downtown Development Authority (DDA) for the purpose to eliminate property value deterioration and to promote growth

**AND BE IT FURTHER RESOLVED**, that all taxes and special assessments levied on the City tax roll be assessed a 1% property tax administration fee.

**AND BE IT FURTHER RESOLVED**, Water & Sewer Rate

<b>Water &amp; Sewer</b>	
<b>City of Montrose, Michigan</b>	
<b>2025/2026</b>	
Ready To Use - Water - 1 inch or less Meter	\$34.25
Ready To Use - Water - 1.5 inch or less Meter	\$171.25
Ready To Use - Water - 2 inch or less Meter	\$274.00
Ready To Use - Water - 3 inch or less Meter	\$513.75
Water/1000 Gallons	\$7.58
Ready To Use - Sewer - 1 inch or less Meter	\$28.75
Ready To Use - Sewer - 1.5 inch or less Meter	\$143.75
Ready To Use - Sewer - 2-inch Meter	\$230.00
Ready To Use - Sewer - 3-inch Meter	\$431.10
Sewer / 1000 Gallons	\$3.60
Non-Metered Sewer Only Customers Monthly	\$41.57

**THEREFORE, BE IT RESOLVED**, that the City Council of the City of Montrose may make additional appropriations during the fiscal year for unanticipated expenditures required of the City, but such additional appropriations shall not exceed the amount by which actual and anticipated revenues of the year exceed the revenues as estimated in the budget unless the appropriations are necessary to relieve an emergency endangering the public health, peace or safety.

**RESOLUTION No. \_\_\_\_\_**

**BE IT FINALLY RESOLVED** that any donations or grants received that are not incorporated into this adopted budget will automatically authorize the City Manager to propose to City Council amendments to the adopted budget to reflect such associated changes in revenues and appropriations and where encumbrances are outstanding at year-end they will be reported as reservations of fund balance to be used for the subsequent year's expenditures/expenses.

**AYES**

**NAYS:**

**RESOLUTION DECLARED ADOPTED**

STATE OF MICHIGAN)  
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 regular meeting of the City of Montrose Council on the 24<sup>th</sup> day of June 2025.

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Christina M. Rush, City Clerk

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Tom Banks, Mayor

# CITY OF MONTROSE MEMORANDUM

#12

**Date:** June 11, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager *(initials)*

**Subject: City Council Consider Approval of contract with Mrs. Kimberly Lynch, Interim/Acting City Treasurer / Finance Manager**

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## **Background:**

Upon my hiring as your interim city manager, I immediately began investigating the city's financial position. Initial and ongoing investigation(s) revealed numerous procedural defects, lack of transparency, lack of accountability, and numerous upon numerous failures of required reporting in internal BS&A systems, and external systems including Tax entities demonstrating missing and irregular patterns of payments in the hundreds of thousands of dollars to various tax levies and unreconciled bank accounts.

As city council may or may not be aware, the city of Montrose has been without a Treasurer position essentially in all of 2025 and in many aspects the services from that office have been grossly inadequate and insufficient for an extended period of time dating back to 2023. In addition, the city council did not have a Budget Workshop as provisioned in the City Charter and has not received financial reports as it has requested for many months.

The City Charter stipulates under Section IV, Chapter 2, 4-202 "**THE CITY TREASURER**" shall have custody of all moneys of the City and all evidences of value belonging to or held trust by the City. (1). He shall keep and deposit all moneys or funds in such manner and only in such places as the Council may determine, or as may be required by Law or Ordinances of the city. (2). He shall have such power, duties and prerogatives in regard to collection and custody of state, county, school district, and city taxes and moneys as are conferred by Law. (3) He shall perform such other duties as may be prescribed for him by Law or by resolution or ordinance of the council or by the City Manager.

## **ACTION**

Due to the severe nature of chronic and acute events surrounding the city's Treasurer's office vacancy, lack of communication to local, state and federal organizations for many months, I made the decision to hire, via contractual basis, Mrs. Kimberly Lynch as the city of Montrose Interim/Acting Finance Manager (*see resume*) to immediately address the aforementioned significant defects and bring the city of Montrose into "good standing" with local, County, State and Federal agencies.

This action is determined to be vital and necessary for the city to avoid cataclysmic repercussions under the constraints of time the city did not and does not have to properly (*under normal circumstances*) bring Mrs. Lynch before the city council for approval. I also discussed the urgency of this decision with Mayor Banks and councilwoman Lori Machuk on Tuesday June 10, 2025, following their attendance of the scheduled DDA meeting that took place that morning. They both understood the emergent situation the City of Montrose is in and supported the decision.

# CITY OF MONTROSE MEMORANDUM

Mrs. Lynch began her role on June 16, 2025, at city hall. There are two identified strategies. First, is to immediately submit all required documentation to local, state and federal organizations that has been lingering and, in many cases, woefully inaccurate. Two, (simultaneously to the first) is to bring the city into full compliance for FY25/26 going forward with issuing its summer tax rolls, collaborating with interim city manager, city assessor, city clerk and city secretary.

Third, once the first and second is completed the next to begin is reconciling the city's bank accounts that is estimated to have been neglected since September 2024 while collaborating with Taylor & Morgan firm.

Further internal investigations are ongoing and will continue to inform the Mayor and City Council as we proceed repairing and rebuilding the city's internal systems, repairing and implementing stronger internal controls and uphold the City Charter by providing the City Council monthly and quarterly financial statements.

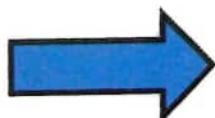
The following cost breakdown for the budgeted city Treasurer's position investigation revealed, according to W-2 records, annual salaries (*not including health benefits the city offers*).

2021 - \$51,228.91  
2022 - \$49,666.66  
2023 - \$52,041.54  
2024 - \$50,767.35

**The city council approved (in 2024) a budgeted Treasurer position in FY24/25. The city has not expended any funds from the Treasurer account since February 28, 2025.**

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NEXT PAGE



# CITY OF MONTROSE MEMORANDUM

**Employee Designation:** Contractual

**Term:** 30 days

**Salary Compensation:** \$4,100.00 weekly

**Other Compensation:** None

**General Liability Coverage:** Full general liability coverage while performing her duties and responsibilities as Treasurer

## Overview of Duties and Responsibilities

- Work together to complete the 2025 summer tax roll.
- Begin to work on cleaning up 2024 tax collection season
- Resolving DDA funding discrepancies.
- Analyze accounting records.
- Bank reconciliations and work that haven't been completed in prior months.
- Work together to develop Tactical Planning for the FY2025/2026 City Budget as related to revenue, expenses, and state revenue sharing.
- Strategy for the long-term Treasurer position that meets the City's operational and financial expectations.
- Correction Of All Known Accounting Errors and Reconciliation of Those Accounts Unable to Be Balanced,
- Consultation With City Administration Concerning MERS Funding and proper reporting.
- Other tasks that are mutually agreed upon during this time.

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- Finance Director/Treasurer with a broad knowledge of governmental accounting, general accounting standards and property tax collection.
- Strong knowledge and experience with BS&A Software and preparing a variety of financial records.
- Michigan Certified Professional Treasurer, over 13 years governmental accounting experience and a Master's degree in Accounting from Walsh College.
- Experience with investments, streamlining processes, property tax collection and distribution, DDA's, payroll and accounts payable.

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**Recommendation:** City administration recommends the city council approve the contract proposal for Mrs. Lynch for a period of 30 days under the terms as written. The city administration will provide a full report to the city council at its next regularly scheduled meeting Tuesday July 8, 2025, on the progress and efforts the office has made.

## KIMBERLY LYNCH

16040 DUFFIELD ROAD BYRON, MI 48418

## CONTACT



www.dreamteammarket.com

## PROFILE

Finance director/Treasurer with a broad knowledge of governmental accounting and general accounting standards. Strong knowledge and experience with BS&A Software and preparing a variety of financial records. Michigan Certified Professional Treasurer, over 13 years governmental accounting experience and a Master's degree in Accounting from Walsh College.

## AREAS OF FOCUS

- BUDGET
- AUDIT
- TAX
- CHART OF ACCOUNTS
- BONDS, LOANS
- GRANTS
- FIXED ASSETS
- BS&A SOFTWARE

## EXPERIENCE

**Village of Byron-Independent Contractor  
Supplemental Finance Support & Treasurer Training  
2024-Present**

**City of Flushing-Independent Contractor**  
**Treasurer/Finance Director**  
**2020-Present**

**City of Swartz Creek-Independent Contractor  
Supplemental Finance Support  
March 2024-October 2024**

City of Flushing-Employee  
Deputy Treasurer/Treasurer/Finance Director  
2011-2019

## EDUCATION

WALSH COLLEGE

Master of Accountancy  
2013

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CLEARY UNIVERSITY

Bachelor of Business Administration  
2008

Kimberly Lynch  
16040 Duffield Road Byron,  
MI 48418

## CERTIFICATIONS/MEMBERSHIPS

- Michigan Certified Professional Treasurer
- Michigan Government Finance of Michigan Member
- Michigan Municipal Treasurer Association Member
- Bonded & Insured

## DETAILED JOB RESPONSIBILITIES

-Plan, organize, and perform financial accounting activities in accordance with commonly accepted practices of the profession as well as state, federal, and local regulations; control all general ledger activities and coordinate and assist with the completion of the annual audit; maintain and update fixed asset schedules; approve bank reconciliations and perform financial analyses when necessary; maintain investment accounts and prepare reports for City Administration and City Council when necessary and as required. Responsible for the preparation of the annual operational and capital budgets and provide tactical and strategic budget planning.

-Experience completing all aspects of payroll and accounts payable. Oversee utility billings and accounts receivables.

-Creating tax rolls, listings for special assessments, and preparing L4029 annually; oversee and participate as needed in the collection of taxes; distribute tax collections to the appropriate taxing jurisdictions and work with the County Treasurer's Office to resolve delinquencies and performing yearly settlements.

-Working independently on a daily basis within BS&A software and navigating others through the software as needed.

# CITY OF MONTROSE MEMORANDUM

#3

**Date:** June 17, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager

**Subject: Request for Review and City Council Consideration of Proposal to Engage Gabridge & Co. for Financial Audit Services**

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## **Background:**

As city council is acutely aware, the city of Montrose has been without a Treasurer position essentially in all of 2025 and in many aspects the services from that office have been grossly inadequate and insufficient for an extended period of time dating back to 2023. The city council did not have a Budget Workshop as provisioned in the City Charter as well

While this represents two (2) quotes and concede a third quote could be beneficial, however given the time constraints and relative position the city of Montrose is in it is determined that an additional quote may only reveal a plus (+) or (-) \$3,000 difference. In addition, it is imperative that the city begin engaging in the audit process soon as possible with the new FY25/26 Budget and accounting and not further delay activities to bring the city in line with its finances. The city council deserves to have proper financial reporting on a monthly and quarterly basis and should have confidence in the organizations the city engages to ensure the city is compliant, moving forward.

The cost difference between Gabridge & Co & Berthiaume & Company is as follows:

	<u>Gabridge &amp; Co</u>	<u>Berthiaume &amp; Company</u>
2025	\$19,870	\$14,900
2026	\$20,500	\$15,300
2027	\$21,100	\$15,700

After extensive review of the city's finances and past practices and conversations with city administration staff, legal, MML, budgeting/accounting firm and acting interim Treasurer/Finance Manager it is the recommendation city council authorize the interim city manager to hire Gabridge & Co. as the city's Auditor. (*The proposal is accompanied by this memorandum*).

The city previously retained Berthiaume & Company. (*The proposal is accompanied by this memorandum*).

**Recommendation:** City administration staff, legal, MML, budgeting/accounting firm and acting interim Treasurer/Finance Manager recommendation is for city council to authorize the interim city manager to hire Gabridge & Co. as the city's Auditor.

# CITY OF MONTROSE MEMORANDUM

**Date:** June 17, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager

**Subject: Report and recommendation to Hire Timothy Mazur - Building Inspector**

---

## **Background:**

The Building Inspector for a municipality is considered to be a very important position. The position requires etiquette, requisite licensing, background and a person who is willing and able to help residents and business owners through the process of permits and inspections. In addition, the position requires efficient and effective communication. Possessing these intrinsic qualities, while difficult to find, may further influence prospective business growth and entrepreneurial opportunities for the city and give confidence to your citizens this administration can deliver the services their tax dollars pay for.

## **History**

The City of Montrose has had chronic delays in approving various permits from citizens needing approval of permits, inspections and follow-up. Upon my investigation it was discovered several or more citizens had paid for a Permit, submitted their paperwork and had not had any follow-up, including the General Business Licenses (GBL), which is of controversy.

In addition to those difficulties, the City of Montrose Building Inspector, Mr. Matt Leoni had submitted his resignation to the prior administration leaving the City of Montrose without a properly authorized and licensed inspector as of May 23, 2025. Upon my learning of his resignation within hours on my first day as your interim city manager, I contacted Mr. Leoni in an effort to understand what events had occurred and what led to his resignation. We had a very good discussion, however, due to intrinsic and extrinsic chronic circumstances, in addition to minimal work in the city, Mr. Leoni was not interested in returning as the city's building inspector.

The City of Montrose cost for Building Inspector was investigated and the following costs are as follows:

- 2024 was \$13,660.65 c
- 2023 was \$37,322.80
- 2022 was \$29,224.15
- 2021 was \$22,915.70.

# CITY OF MONTROSE MEMORANDUM

Page 2

## Candidate for Building Inspector

I met Mr. Mazur at the May 27, 2025, council meeting following the adjournment where he had been in attendance. It was discovered he had been requested to attend by the prior city manager for the purposes of being hired as the city's inspector. I quickly obtained his contact information and committed to a follow-up call. Mr. Mazur and I had the opportunity to talk on the phone and set up a meeting at city hall to review his credentials. I found our conversation to be very pleasant and his approach to wanting to assist the city matched the council's priorities.

After interviewing Mr. Timothy Mazur both on the phone and in person, I found that not only does he possess the requisite licensing for the position, but his demeanor and charisma stood out. We discussed the importance of communication; assistance our residents and businesses need to facilitate efficient and effective permitting and inspection processes.

Mr. Mazur began his career in 1976 as a machinist leading to foreman/superintendent position. He built and ran an auto dealership for over 14 years. Since 2019 he has been assigned to assist Birch Run, Frankenmuth, Bloomfield, Vassar, Taymouth, Bridgeport in their Plan Review and Inspections.

Behind this memorandum are Mr. Mazur's licenses. It is the intent to hire Mr. Mazur as a Independent Contractor with the City of Montrose. This administration did seek other municipalities and their respective Building Inspectors and did not find interest.

**Recommendation:** It is recommended the city council consider city administration request to hire, as an independent contractor, Mr. Timothy Mazur, as the city of Montrose Building Inspector at a rate of \$300.00 per month, plus inspection fees of \$65 per inspection. in accordance with City of Montrose Schedule of Fees.

City of  
**Frankenmuth**

Employee ID

Frankenmuth



Timothy Mazur  
Assistant Building Inspector

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes

R078285

**REGISTERED CODE OFFICIAL AND INSPECTOR**

CATEGORIES:

TIMOTHY G MAZUR  
8525 RATHBUN RD  
PO BOX 264  
BIRCH RUN, MI 48415

Building Official  
Plan Reviewer - Building  
Inspector - Building

License No.  
INSP0541  
Expiration Date:  
09/16/2027

This document is duly  
issued under the laws of the  
State of Michigan

GRETCHEN WHITMER  
Governor

**Michigan Department of Licensing and Regulatory Affairs**  
**Bureau of Construction Codes**  
**Individual Builder License**

TIMOTHY GERARD MAZUR  
DBA - CONSTRUCTION BY MAZUR  
6260 BIRCH RUN ROAD  
BIRCH RUN, MI 48415

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.  
2101148609

Expiration Date:  
05/31/2026

This document is duly  
issued under the laws of the  
State of Michigan

#5

# CITY OF MONTROSE MEMORANDUM

**Date:** June 5, 2025

**To:** Mayor Banks and Montrose City Council Members *(sic)*

**From:** Joe Karlichek, Interim City Manager

**Subject: Request for Review and Consideration of Employment Contract of Interim City Manager – Joe Karlichek**

---

**Background:** At the regularly scheduled City Council meeting of May 27, 2025, the City Council approved the appointment of Joe Karlichek as Interim City Manager and subsequently prepared by Laura Genovich, City Attorney, an employment contract that was accepted by Joe Karlichek later that evening following the city council meeting.

As required by the City of Montrose General Provisions of its City Charter, the aforementioned employment contract must be approved by a simple majority vote of the City Council. A copy of this employment contract accompanies this report and is transmitted for City Council's review and consideration.

**Recommendation:** It is recommended that City Council members review and consider the accompanying employment contract with Joe Karlichek as Interim City Manager.

RECEIVED  
MAY 27 2025  
CITY OF MONTROSE

**INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**  
**CITY OF MONTROSE, MICHIGAN**

This Interim City Manager Employment Agreement ("Agreement") is entered into on May 27, 2025, by and between the City of Montrose, a Michigan municipal corporation located in Genesee County ("City"), and Joseph R. Kalichek, of Flushing, Michigan.

**WHEREAS**, the City Council of the City of Montrose is in the process of selecting a permanent City Manager pursuant to Section 4-102 of the City Charter; and

**WHEREAS**, the City requires an interim employee to perform the duties of the City Manager during this selection process; and

**WHEREAS**, the City desires to appoint Joseph R. Kalichek as Interim City Manager on a temporary, at-will basis, and Mr. Kalichek agrees to serve in this capacity under the terms set forth in this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. **Appointment and Duties:** The City hereby appoints Joseph R. Kalichek as Interim City Manager, effective May 27, 2025. The Interim City Manager shall perform all duties and responsibilities of the City Manager as outlined in Section 4-101 et seq. of the City Charter, including but not limited to administrative oversight, implementation of City Council policies, and management of City operations, as well as any additional duties assigned by the City Council.

2. **Term:** This Agreement shall commence on May 27, 2025, and continue until terminated by either party as provided herein or until the appointment of a permanent City Manager, whichever occurs first.

3. **At-Will Employment:** The Interim City Manager's employment is at-will and may be terminated by the City Council or the Interim City Manager at any time, with or without cause, and with or without notice. This Agreement is not subject to the removal provisions of Section 4-102 of the City Charter.

4. **Compensation:** The Interim City Manager shall receive an annual salary of \$74,000, paid on a biweekly basis in accordance with the City's standard payroll practices.

5. **Benefits:** Notwithstanding his status as a temporary employee, the Interim City Manager shall be entitled to benefits as provided under the City of Montrose's personnel policies for permanent full-time employees, including but not limited to paid time off, health insurance, and other benefits as outlined in the personnel policy. Temporary employees typically do not receive such benefits, but this Agreement expressly grants the Interim City Manager the benefits of a permanent full-time employee.

6. **No Severance:** The Interim City Manager shall not be entitled to any severance payment or compensation upon termination of this Agreement, regardless of the reason for termination.

7. **Eligibility for Permanent Position:** The Interim City Manager is expressly eligible to apply for the position of permanent City Manager during the City's selection process, pursuant to the City Charter.

8. **Termination:** Either party may terminate this Agreement at any time by providing written notice to the other party. Upon termination, the Interim City Manager shall be entitled only to compensation earned through the date of termination and any accrued benefits under the City's personnel policy for permanent full-time employees.

9. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein. This Agreement may only be amended in writing, signed by both parties.

10. **Governing Law:** Michigan law governs this Agreement.

11. **Authority:** The City represents that the City Council has authorized the Mayor's execution of this Agreement at a duly called meeting held on May 27, 2025.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

**CITY OF MONTROSE**

By: Thomas J. Banks

Thomas J. Banks, Mayor

Date: 5/27/25

**INTERIM CITY MANAGER**

By: Joseph R. Kálichek

Joseph R. Kálichek

Date: 5-27-2025

Attest: Tina Rush

Tina Rush, City Clerk

Date: 5/27/25

#6

# CITY OF MONTROSE MEMORANDUM

**Date:** June 5, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager

**Subject:** ACT 51 Resolution for Designation of Street Administrator

---

**Background:**

Section 13(9) of Act 51, Public Acts of 1951 provides that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

So as to enable the City to qualify for Act 51 funding for the maintenance and improvement of Major Roads, the City needs to have an Act 51 Street Administrator to act as signatory on behalf of the City. Since it has been the City's past practice to have the City Manager act in this capacity, it is requested that the City Council appoint myself to this position until such time when it prudent to do otherwise.

**Recommendation:** It is recommended that the City Council appoint Joe Karlichek, the Interim City Manager of Montrose City, as the Act 51 Street Administrator until such time as it is prudent to do otherwise.

## RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.*

**MAIL TO:** Michigan Department of Transportation, Bureau of Finance and Administration, P.O. Box 30050, Lansing, MI 48909.  
or Fax to: 517-241-2589

**NOTE:** Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner \_\_\_\_\_ offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this <sup>act</sup>."

Therefore, be it resolved, that this Honorable Body designate Joe Kantschek

Interior City Manager as the single Street Administrator for the City or Village of  
Montrose in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner \_\_\_\_\_

Yea's \_\_\_\_\_

Nay's \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the \_\_\_\_\_ day of \_\_\_\_\_

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O.BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER

# CITY OF MONTROSE MEMORANDUM

#1

Date: June 12, 2025

To: Mayor Banks and Montrose City Council Members 

From: Joe Karlichek, Interim City Manager

Subject: Report City of Montrose Michigan Municipal League (MML) Liability & Property Pool Insurance

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## Background:

I conducted a review and investigation into the current property insured by the MML and discussed the renewal documents with our DPW Director, Mr. Sam Spence. We found most to be accurately recorded with just a few minor changes.

Attached is the renewal proposal for the City of Montrose for council edification. The premium for the MML Liability and Property Pool insurance renewal effective July 1, 2025, is \$18,319 compared to the expiring premium of \$17,572. This is a premium increase of \$747.

There are a few reasons for the change in premium:

- a) The City's property value increased \$207,160 due to 4% inflation factor assessed by the underwriter
- b) There was a slight increase in the property and liability rates

Also, the Board of Directors of the MML Liability & Property Pool voted to return another dividend in 2024 to renewing Members. The City's portion of the dividend return is about \$1,420. The City will receive the dividend after paying your renewal premium.

While there was a marginal increase due to the inflationary factor of 4%, the city will see a net return of \$673.00.

**Recommendation:** It is recommended the city council consider approving the MML Liability and Property Pool insurance renewal for FY25/26.



## Liability & Property Pool

**BINDER #: MML1020620017**

**EFFECTIVE DATE: July 1, 2025**

**This Binder is effective until issuance of Coverage Document**

This is a Binder of Coverage provided to the City of Montrose. The coverages and limits provided are those contained in the attached coverage summary and/or current Michigan Municipal League Liability and Property Pool Coverage Document.

No coverage is provided by this Binder except in accordance with the terms and conditions of the Coverage Document of the Michigan Municipal League Liability and Property Pool.

Meadowbrook, Inc., is the authorized administrative representative of the Michigan Municipal League Liability and Property Pool.

**Date Issued: June 11, 2025**

**By:**

A handwritten signature in black ink, appearing to read 'Troy L Feltman'.

Troy L Feltman  
Authorized Representative

**A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE**

**City of Montrose**  
**Premium Breakdown as of:**  
**July 1, 2025**

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**Liability**

Limit of Liability	\$ 5,000,000
Public Officials Errors & Omissions	\$ 5,222.00
General Liability	\$ 4,813.00
<b>Total Liability</b>	<b>\$10,035.00</b>

**Property**

Tornado Siren	\$ 17.00
Street Maintenance Bldg.	\$ 446.00
Pavilion	\$ 35.00
Pavilion	\$ 35.00
Playscape	\$ 58.00
Restrooms	\$ 81.00
Lift Station	\$ 338.00
Depot Administrative Office	\$ 659.00
Flagpole, Signage	\$ 4.00
City Hall	\$ 951.00
Flagpole, Signage, Railing	\$ 9.00
Electronic Data Processing	\$ 7.00
Contractors Equipment	\$ 363.00
Miscellaneous Unscheduled Equipment	\$ 28.00
Portable Generators, Including Trailers	\$ 33.00
<b>Total Property</b>	<b>\$3,064.00</b>

**Crime**

Position Bond A	\$ 25.00
Position Bond B	\$ 8.00
Employee Dishonesty Including Faithful Performance	\$ 25.00
<b>Total Crime</b>	<b>\$58.00</b>

**City of Montrose**  
**Premium Breakdown as of:**  
**July 1, 2025**

---

**Automobile**

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(5) Vehicles	\$5,162.00
<b>Total Automobile</b>	<b>\$5,162.00</b>
<b>TOTAL ANNUAL POOL PREMIUM</b>	<b>\$18,319.00</b>



## Liability & Property Pool

## **CERTIFICATE OF FLEET COVERAGE**

This is to certify that the Michigan Municipal League Liability and Property Pool located in Ann Arbor, Michigan, has issued a policy, **No. MML1020620017** covering all vehicles owned by or leased by:

City Of Montrose  
139 S. Saginaw St.  
Montrose, MI 48457-0348

and said policy complies with ACT 294, P.A. 1972, as amended.

This said Policy expires on July 1, 2026.

**Date Issued:** June 11, 2025

By:

---



Troy L Feltman  
Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE



## Liability & Property Pool

michigan municipal league

### CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**

City of Montrose

139 S. Saginaw St.  
Montrose, MI 48457-0348

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML1020620017	7/1/2026	\$5,000,000
<u>Automobile Liability</u>	MML1020620017	7/1/2026	\$5,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u> Crime & Bond: Bond B -Treasurer With Respect To Usda Rural Development, Water Project \$30,000	MML1020620017-B	7/1/2026	\$30,000

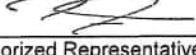
**Description of Operations/Locations/Vehicles:**

Certificate Holder Evidence of Coverage solely with respect to:

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
USDA Rural Development 1075 Cleaver Rd. Caro, MI 48723

Date Issued: 6/11/2025

By:   
Authorized Representative



## Liability & Property Pool

michigan municipal league

### CERTIFICATE OF COVERAGE

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**Name and Address of Participant:**

City of Montrose

139 S. Saginaw St.  
Montrose, MI 48457-0348

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

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Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML1020620017	7/1/2026	\$5,000,000
<u>Automobile Liability</u>	MML1020620017	7/1/2026	\$5,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

**Description of Operations/Locations/Vehicles:**

Certificate Holder Evidence of Coverage solely with respect to: Installation by DPW

**CANCELLATION:** Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**

LeClerc Display Co, Inc  
7181 Earhart Rd.  
Ann Arbor, MI 48105

Date Issued: 6/11/2025

By: \_\_\_\_\_  
Authorized Representative



## Liability & Property Pool

### CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**

City of Montrose  
139 S. Saginaw St.  
Montrose, MI 48457-0348

**Coverage Afforded:**

Michigan Municipal League Liability and Property Pool  
1675 Green Road  
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**

Meadowbrook, Inc.  
P.O. Box 2054  
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML1020620017	7/1/2026	\$5,000,000
<u>Automobile Liability</u>	MML1020620017	7/1/2026	\$5,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

**Description of Operations/Locations/Vehicles:**

Certificate Holder Evidence of Coverage solely with respect to: Installation by DPW

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Name and Address of Certificate Holder:**

LeClerc Display Co, Inc  
7181 Earhart Rd.  
Ann Arbor, MI 48105

Date Issued: 6/11/2025

By: \_\_\_\_\_  
Authorized Representative



## Liability & Property Pool

michigan municipal league

### CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS

<b>SCHEDULE</b>		<b>Policy #:</b> CYB1020620017
<b>Member:</b>	City Of Montrose	
<b>Member Address:</b>	139 S. Saginaw St., Montrose, MI 48457-0348	
<b>Coverage Period:</b>	07/01/2025 to 07/01/2026	
<b>Aggregate Limit of Liability</b>		
Aggregate for all <b>Loss</b> , including <b>Claims Expenses</b> subject to the following:		\$100,000
<b>Information Security and Privacy Liability Limit:</b>		\$100,000
<b>Regulatory Defense and Penalties Aggregate Sublimit:</b>		\$20,000
<b>Website Media and Content Liability Limit:</b>		\$100,000
<b>PCI Fines, Expenses and Costs Aggregate Sublimit:</b>		\$10,000
<b>Cyber Extortion Aggregate Sublimit:</b>		\$25,000
<b>First Party Data Protection Aggregate Sublimit:</b>		\$25,000
<b>First Party Network Business Interruption Aggregate Sublimit:</b>		\$25,000
<b>Liability Retention Per Claim or Incident</b>		
<b>Information Security and Privacy Liability:</b>		\$0
<b>Regulatory Defense and Penalties:</b>		\$0
<b>Website Media and Content Liability:</b>		\$0
<b>PCI Fines, Expenses and Costs:</b>		\$0
<b>Cyber Extortion:</b>		\$5,000
<b>First Party Data Protection:</b>		\$5,000
<b>First Party Network Business Interruption:</b>		The greater of \$5,000 or income loss during 12 hour waiting period.
<b>Privacy Breach Response Services Limit of Coverage</b>		
<b>Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses Limit:</b>		\$50,000
<b>Notified Individuals - Notification Services, Call Center Services and Breach Resolution and Mitigation Services Limit</b>		10,000
<b>Privacy Breach Response Services Retention</b>		
<b>Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses:</b>		\$0
<b>Notified Individuals Threshold:</b>		0
<b>Retroactive Date</b>		09/01/2017



**MICHIGAN MUNICIPAL LEAGUE  
LIABILITY AND PROPERTY POOL**

1675 Green Road, Ann Arbor, MI 48105  
michigan municipal league

**INVOICE**

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

Invoice #: 7485207  
Policy Effective: 07/01/2025  
Invoice Date: 06/11/2025  
Payment Due 07/01/2025

TRANSACTION EFFECTIVE DATE	Policy #	DESCRIPTION	AMOUNT
07/01/2025	MML1020620017	Pool Renewal Premium 07/01/2025 - 07/01/2026	\$18,319
Total Due:			\$18,319

MAKE CHECK PAYABLE TO: MML Liability and Property Pool

PAYMENT MAILING ADDRESS  
MML Liability and Property Pool  
PO BOX 712088  
CINCINNATI, OH 45271-2088

OR:

ACH PAYMENT OPTION  
Bank: Key Bank, N.A.  
Routing #: 041001039  
Account #: 6000694493

For questions about remittance details, call Insurance Accounting at (734) 669-6373.  
For policy or invoice questions, call Customer Svc: Katelyn Petracca (248) 204-6160 or (800) 482-2726.

NO RECEIPT WILL BE SENT UNLESS REQUESTED  
There will be a 3% Late Charge on any invoices 30 days past due.

-----  
FOR PROPER CREDIT, PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT



**MICHIGAN MUNICIPAL LEAGUE  
LIABILITY AND PROPERTY POOL**

Member Name:  
City of Montrose

michigan municipal league

Mail to:

MML Liability and Property Pool  
PO BOX 712088  
CINCINNATI, OH 45271-2088

Invoice #: 7485207  
Policy Term: 07/01/2025 - 07/01/2026  
Invoice Date: 6/11/2025  
Payment Due 7/1/2025

Payment Enclosed: \$ \_\_\_\_\_

# CITY OF MONTROSE MEMORANDUM

#8

**Date:** June 10, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager

**Subject: City Council Consider Approving Resolution City of Montrose Schedule of Fees**

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## **Background:**

Upon the procurement of the city's budget and finances it was discovered that last updated "schedule of fees" was December 21, 2023. Each year the schedule of fees should be included in the City Council Budget Workshop for review and discussion.

However, a budget workshop was not scheduled in early 2025. Consequently, the city council did not have the opportunity to review the fees, seek feedback from city administration and make any changes. Further investigation revealed there are discrepancies with "fees" and what is in the city's system. This shall be corrected immediately when city council approves the fee schedule and administration staff works to correct its systems.

Another important item the city council will likely need to address is the Water & Sewer Fees. The last fee increase was 2023. A city Water Reliability Study was conducted in 2022 by Flei & Vanderbrink. A Capital Improvement Plan was adopted by City Council November 2023, but without a Water & Sewer Rate Study to parallel both plans, the city cannot sufficiently budget any improvements in its infrastructure. City Administration intends to communicate to City Council late summer 2025 a recommendation and proposal to conduct such study.

After reviewing the schedule of fees with city administration and the urgency to provide the city council a FY25/26 Budget, the current Schedule of Fees is included in this memorandum. The sole purpose or intent is to update the city council and that administration make recommendations to the city council in a scheduled budget workshop cycle to provide the opportunity to address it in the next fiscal year any updates, changes or additions to the schedule of fees.

**Recommendation:** City administration recommends the city council approve the schedule of fees Resolution and direct city administration to include the schedule of fees in the FY25/26 Budget.

# **CITY OF MONTROSE**

## **RESOLUTION \_\_\_\_\_**

**A Councilmember \_\_\_\_\_ offered the following resolution and Councilmember  
moved its adoption:**

**WHEREAS, fees to be paid for permits for building/construction (in accordance with the State of Michigan Construction Code), inspections, permanent and temporary signs, fences, garage sales, solicitation, general business, vacant building inspection, marihuana licensee fee, rental inspection dumping and other activities requiring a permit, and water/sewer services are to be established by resolution of the City Council, and**

**WHEREAS, fees to be paid for costs related to meetings of the Planning Commission and Zoning Board of Appeals are to be established by resolution of the City Council, and WHEREAS, fees are to be reviewed on a yearly basis by the Montrose City Council.**

**NOW THEREFORE BE IT RESOLVED, the fee schedule is established as follows:**

---

**Christina Rush, City Clerk**

---

**Tom Banks, Mayor**

**CITY OF MONTROSE SCHEDULE OF FEES**  
**APPROVED DECEMBER 21, 2023**

<b>BUILDING FEES</b>	<b>DESCRIPTION</b>	<b>CURRENT FEE</b>
<b>Construction Cost</b>		
\$1 to \$1,000	\$90 Base Permit Fee	
\$1,001 to \$10,000	\$90 + \$5.00 per \$1,000 over \$1,000	
\$10,001 to \$100,000	\$95 + \$4.00 per \$1,000 over \$10,000	
\$100,001 to \$500,000	\$455 + \$3.00 per \$1,000 over \$100,000	
\$500,001 +	\$1,655 + \$2 per \$1,000 over \$500,000	
<b>Building Plan Review Fees ***</b>		
New Single Family Dwelling Structure	\$90 (\$250 for 3,500 square feet or more)	
Other Structures up to 200,000 Cubic Fee	\$200	
Other Structures over 201,000 Cubic Fee	\$300	
*** plus actual engineer/planner review fees incurred		
<b>Demolition</b>		
<b>Mobile Home Tie Down</b>		
<b>Sign Permit</b>		
Building/Wall Signs	\$90	
Free Standing - On-Site Sign	\$130	
<b>Inspections:</b>		
Additional or Re-Inspections	\$60 each	
Weekend Inspections (if Inspector is available & pre-scheduled)	\$100	
<b>Roofing Permit</b>		
<b>Commercial Roofing Permit</b>		
<b>Siding Permit</b>		
<b>Swimming Pool - Inground</b>		
<b>Swimming Pool - Above Ground</b>		
<b>Zoning Compliance Permit (Sheds &amp; Fences)</b>		
<b>Occupancy Permits</b>		
Residential/Commercial	\$75/\$100	
<b>Removal of a Stop Work Order and/or Work Started prior to obtaining a permit</b>		
Parking Lot Construction	\$100	
Site Plan Review - Planning Commission (regular meeting)	\$50 + \$4 per 1,000 sq ft	
Site Plan Review - Planning Commission (special meeting)	\$225	
Site Plan Review - Commercial (regular or special meeting)	\$350	
Driveway Approaches/Curb Cut/Culvert	\$1,500	
	\$90	

**CITY OF MONTROSE SCHEDULE OF FEES**  
**APPROVED DECEMBER 21, 2023**

		<b>READY TO SERVE CHARGE</b>	<b>COMMODITY</b>		
<b>WATER &amp; SEWER</b>					
<b>COMMODITY &amp; RTS CHARGES</b>					
<b>WATER</b>					
	<b>Meter Size</b>	<b>Ratio</b>			
	1 inch or less	1	\$34.25		
	1 ½ inch or less	5	\$171.25		
	2 inch	8	\$274.00		
	3 inch	15	\$513.75		
<b>Water only customers monthly charge</b>			\$7.58 per thousand gallons		
<b>SEWER</b>			\$3.60 per thousand gallons		
	<b>Meter Size</b>	<b>Ratio</b>			
	1 inch or less	1	\$28.75		
	1 ½ inch or less	5	\$143.75		
	2 inch	8	\$230.00		
	3 inch	15	\$431.10		
<b>Non Metered sewer only customers monthly charge</b>			\$41.57		
<b>Equivalent Meter Size Water &amp; Wastewater</b>					
Multi unit residential dwellings will be charged a water & sanitary sewer RTS charge for each dwelling unit. All other customers shall be charged the above water & sewer RTS fee multiplied by the equivalent meter ratio according to the above ratio					
<b>Water Meter Replacement Fee (new meter)</b>					
**a minimum 3 hour labor charge (per union contract) if called in after regular hours					
<b>Rebuilt meter replacements/parts will be billed @ cost</b>					
<b>WATER CONNECTION FEE</b>					
<b>Meter Size</b>					
1 inch	<b>First 2 Units</b>	<b>Units 3, 4, or 5</b>			
1.5 inch	\$1,800	\$900			
2 inch	\$1,970	\$985			
Greater than 2 inch	\$2,120	\$1,060			
	\$2,470	\$1,235			

**CITY OF MONTROSE SCHEDULE OF FEES**  
**APPROVED DECEMBER 21, 2023**

<b>SEWER CONNECTION FEE</b>		
1st 2 units	\$2,050	
Units 3, 4, & 5	\$1,025	
Each Additional Unit	\$512.50	
 <b>Water Cut &amp; Cap Fee</b> (if service has been disconnected for 18 months or less (from the date of disconnection), then a Water Reconnection Inspection Fee of \$150 shall be required). 18 months or more is considered a new tap-in		
Water Turn On Fee	\$150	Adopted May 10, 2012
Water Turn Off Fee	\$10	Adopted November 13, 2014
Water Hydrant Usage Fee	\$10	Adopted November 13, 2014
<b>DESCRIPTION</b>		<b>CURRENT FEE</b>
<b>MISCELLANEOUS</b>		
Civil Infractions - Established by Ordinance	\$50/\$100/\$250/\$500	
Copies/FOIA Fees May Apply Please See FOIA Policy	.10 each	
Depot Rental	\$85.00	
Faxes per sheet	\$1.00	\$50.00 deposit request
<b>General Business License</b>		
Business Inspection/registration	\$150.00	
Re-Inspection	\$60.00	
Failure to renew after expiration/15 days after opening not obtaining	\$225.00	
Home Occupation Permits - New/Renewal/ If paid by 1/31 of each year	\$135/\$50/\$25	
Liquor License Fee	\$25	
Lot/Combination Split Application	\$45	
Non Sufficient Funds Fees	\$25	
Notary Services	\$5.00 per document for residents/\$7.00 for nonresident	
Park Pavilion Rental Fee	\$10	
Re-zoning Application	\$150	
Special Use Application	\$225	
Tax Database Record (per parcel)	\$0.30	

**CITY OF MONTROSE SCHEDULE OF FEES**  
**APPROVED DECEMBER 21, 2023**

Variance Application	\$225
Zoning Maps	\$1.00
Zoning Ordinance Book - Bound/Not Bound	\$25/\$15
Zoning Appeal Application	\$225
<b>Rental Inspection Program</b>	
Rental Registration Fee/valid for 2 years	
Inspection- completed every 4 years	No cost
Re-Inspection	\$110.00
Expired certificate of compliance-every 4 years	\$60.00
Tenant complaint	\$200.00
Failure to register property	\$110.00
City Council Appeal Hearing	\$400.00
Administrative Warrant	\$100.00
No Show/Missed Appointments- Less than 48 hours notice	\$110.00
<b>Marihuana License Fee</b>	
Medical Annual	
Grower/processor/transportation/testing/retail	\$5,000.00
Recreational Annual	
Retail	\$5,000.00
<b>Vacant Building Inspection Fee</b>	
Registration	\$25.00
Quarterly Inspections (3 months)	\$125.00

# CITY OF MONTROSE MEMORANDUM

#9

Date: June 18, 2025

To: Mayor Banks and Montrose City Council Members

From: Joe Karlicek, Interim City Manager 

Subject: Consider approval of extending the City of Montrose Business License additional 90 days pending investigation review.

---

## Background:

The City of Montrose, by way of Legislative action, approved a general business license (GBL) ordinance in 2017. (Ordinance Article III – General Business License is accompanied in this memorandum).

After having conversations with various members of City Council, City Administration, including local business, initial investigation revealed there are clear inconsistencies in the approach to the GBL. In addition, the City Council, via Draft meeting minutes of April 29, 2025, **“Discussion/Direction GBL Ordinance Corrections/Modifications** unanimously voted to **“halt” any enforcement activities based on the current ordinance that we all agree needs to have something done to it, for 90 days.”** (Meeting minutes accompanies this memorandum).

**Recommendation:** It is recommended the city council approve extending the delaying of any further action or enforcement of the GBL pending administration’s review and investigation for a period of 90 days. Administration to deliver a report to city council at their regularly scheduled council meeting Tuesday September 15, 2025.

## ARTICLE III. - GENERAL BUSINESS LICENSE

### Sec. 14-51. - Purpose.

The purpose of this section shall be to generate general fund revenue to offset the cost of enforcing existing city ordinances and regulate business activity as it relates to zoning, permits, income tax, property tax and the like.

(Ord. No. 434, 7-27-2017)

### Sec. 14-52. - License required.

All persons who conduct, engage in, maintain, operate, carry on, or manage a business for which a license is not otherwise required under any other provisions of this Code shall be required to obtain a general business license for said business. A separate license shall be required for each separate place of business. A business shall include but not be limited to: for profit businesses and not for profit businesses.

#### *Exceptions:*

- (1) Churches;
- (2) Public libraries;
- (3) Schools (public, parochial and charter, K-12);
- (4) Government offices or operations.

(Ord. No. 434, 7-27-2017)

### Sec. 14-53. - Application.

An application for a license required by this article shall be made in writing on a form prescribed by the city clerk. Each application shall contain any information as may be required to determine whether a license should be issued.

(Ord. No. 434, 7-27-2017)

### Sec. 14-54. - Issuance of license.

Sec. 14-57. - Late payment penalty.

An additional late charge of 50 percent of the license shall be incurred as a result of the following:

- (1) Failure to obtain a business license within 90 days from the effective date of the ordinance or any applicable amendment;
- (2) Failure to obtain a business license within 15 days from commencement of a business;
- (3) Failure to renew a business license by the license expiration.

(Ord. No. 434, 7-27-2017)

Sec. 14-58. - Regulations.

- (a) No license shall be assigned, sold or transferred, nor shall any license authorize any person other than the applicant to conduct business under such license.
- (b) The applicant or licensee shall have a duty to notify the city clerk of any changes in the information contained in an application which is pending or which was the basis for the issuance of a license.
- (c) All licenses shall be prominently displayed on the business premises at all times.
- (d) No person shall add to, alter, deface, forge, or counterfeit any license which is required under this article.
- (e) All licensees shall comply with all applicable state laws including Genesee County and local city ordinances.

(Ord. No. 434, 7-27-2017)

Sec. 14-59. - Suspension and revocation.

In addition to any other penalty provided for in this Code or other city ordinances, the city clerk may suspend or revoke any license issued pursuant to this section for:

- (1) Failure to comply with any provisions of this chapter and any applicable ordinances;
- (2) Failure to allow required inspection. The city clerk shall notify the licensee that their license has been suspended or revoked and the reason for the suspension or revocation. Notification may be made by first class mail and shall state that the licensee has the right to appeal the suspension or revocation provided the appeal is made in writing to the city clerk within ten days of notification.

In addition to any other penalty or remedy provided for in this Code, or other city ordinances, the city clerk shall have the authority to take the following actions against any business which fails to obtain or renew a business license:

- (1) A separate offense shall be deemed committed for each day that a violation occurs.
- (2) Use whatever means necessary to cause said business to cease operations at its location, including, but not limited to, having persons vacate the premises, padlocking said premises or terminating water service to said premises, with reasonable costs charged to the business owner.

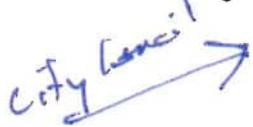
(Ord. No. 434, 7-27-2017)

Secs. 14-64—14-90. - Reserved.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

April 29, 2025

Aye, Machuk – Aye, Pangle – Aye, Heslop – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

*City Council*  10. DISCUSSION/DIRECTION GBL ORDINANCE CORRECTIONS/MODIFICATIONS:

- **MOTION** by Pangle **SECOND** by Mayor Pro-Tem Richard to direct the City Manager to halt any enforcement activities based on the current ordinance that we all agree needs to have something done to it, for 90 days. Roll Call Vote: Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Aye, Heslop – Aye, Machuk – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

11. DISCUSSION/DIRECTION OF USDA GRADUATION LETTER:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to hire Miller Canfield at a cap of \$10,000.00. Roll Call Vote: Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Nay, and Mayor Banks – Aye. Five (5) Ayes. One (1) Nay. Motion Carried.
- **MOTION** by Pangle **SECOND** by Machuk to direct the city manager to illicit an engagement letter with Doug Deeter at Rehman Group for future auditing needs. Roll Call Vote: Pangle – Aye, Hoose – Nay, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, and Mayor Banks – Aye. Five (5) Ayes. One (1) Nay. Motion Carried

12. DISCUSSION/DIRECTION CITY OFFICE HOURS:

- **MOTION** by Hoose **SECOND** by Mayor Pro-Tem Richard to change the City Office hours to 10 hour, 8am-6pm Monday – Thursday staring April 7<sup>th</sup> and revisit in September. All Ayes. Motion Carried.

13. DISCUSSION/DIRECTION HOSTING GENESEE COUNTY SMALL CITIES AND VILLAGES ASSOCIATION MEETING IN MAY:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle for the Genesee County Small Cities and Villages Association meeting at the Depot on May 7<sup>th</sup> at 6pm. Roll Call Vote: Hoose – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Machuk – No, Pangle – Aye, and Mayor Banks – Aye. Five (5) Ayes. One (1) Nay. Motion Carried.

14. APPROVAL/DISAPPROVAL MAYOR PRO-TEM RICHARD & MELISSA WALLACE-HOOSE ABSENCES AT THE 02/25/25 CITY COUNCIL MEETING

- **MOTION** by Pangle **SECOND** by Heslop that we approve the absences of Hoose and Richard. All Ayes. Motion Carried.

**REPORTS FROM BOARDS & COMMISSIONS:**

**DOWNTOWN DEVELOPMENT AUTHORITY BOARD:** Machuck. Discussed the direction of the DDA meetings going to evenings at 7pm and twice month. Made a budget for the flowers for uptown. Forming a Garden Club and starting up the community garden. Next meeting is April 16<sup>th</sup> at 7pm.

**ELECTION COMMISSION:** Rush reported that absentee ballots have come in and will be available once the election machines are tested.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

April 29, 2025

**GENESEE COUNTY COMMUNITY DEVELOPMENT ALLOCATION COMMITTEE:** NONE.

**GENESEE COUNTY METROPOLITAN ALLIANCE:** *Report on file at the city office.*

**GENESEE COUNTY SMALL CITIES & VILLAGES ASSOCIATION:** Mayor Banks recommended Irene's Restaurant in Grand Blanc.

**GENESEE COUNTY WATER AND WASTE SERVICE'S ADVISORY COMMITTEE:** NONE.

**PLANNING BOARD:** Everything discussed during tonight's meeting.

**911 CONSORTIUM:** Pangle reported there is more progress on the new 911 building.

**ZONING BOARD OF APPEALS:** Valentine mentioned they met for their annual appointments and there could be a possible fence variance for a local resident.

**MONTROSE AREA CHAMBER OF COMMERCE:** Hoose mentioned that The chamber would like Lori and Tom to volunteer go into the dunk tank.

**TRAINING OPPORTUNITIES:** Valentine said to the council they are all underway.

1. **MSU FRC (FISCALLY READY COMMUNITIES) TRAINING**

    A. **2025 COMMUNITIES WEBINAR SERIES**

    B. **2025 FRC Webinar Series**

2. **RRC TRAINING**

Valentine reported that all trainings are underway.

**REPORTS FROM CITY MANAGER AND CITY ATTORNEY:**

**CITY MANAGER:** Everything discussed during tonight's meeting.

**CITY ATTORNEY:** Council approved the engagement letter tonight.

**PUBLIC COMMENTS:** Clint Diffin complained about potential violation letters he received from the city.

**MAYOR AND COUNCIL COMMENTS:** Mayor and Council made comments.

**COMMUNICATIONS TO THE COUNCIL:** *On file at city office.*

**ADJOURNMENT:**

**MOTION** by Richard **SECOND** Heslop by to adjourn. All Ayes. Motion Carried.

Mayor Banks adjourned the meeting at 10:12 p.m.

Prepared by City Secretary, Christine Schultz

# MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

April 29, 2025

**CALL TO ORDER:** Mayor Tom Banks called the regular Council meeting to order at 7:01 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, Ryan Heslop, Todd Pangle, Lori Machuk, and Melissa Wallace-Hoose. Also present was City Manager Barbara Valentine, City Clerk Tina Rush, and 16 citizens. Council member Robert Arnold was recorded absent.

**PLEDGE OF ALLEGIANCE TO THE FLAG:** Mayor Tom Banks led The Pledge of Allegiance.

**CITIZEN OF THE MONTH:**

1. *THE MONTH OF MARCH 2025; AARON BURCH:* Council honored Burch for his years of serving the community on city council.

**PUBLIC HEARINGS:** NONE

**PRESENTATIONS:**

1. *REVIZE WEBSITE DEMONSTRATION:* Revize representative Brian Rohen out of Troy, MI addressed the council on a potential new website design for the city. This new online and mobile website would be user-friendly for staff and all city residents.

2. *REVITALIZE AND TRITERRA – 106 W STATE STREET MEDC PROJECT:* Revitalize, LLC project liaison Ron Drzewicki, addressed the council regarding the MEDC project taking place at 106 W. State Street owned by Ramby, LLC. Ron Drzewicki had one of the owners of Ramby, LLC. (Eric Reed) to stand up and speak for a few minutes regarding the history of Ramby, LLC acquiring the building in 2019 up until now. Giving an update on how the project is progressing through the MEDC. This is a \$2.2 million dollar project with 5 apartments and two store fronts.

Triterra environmental consulting representative Dave VanHeran addressed the council on ways for the owners to receive grants and loans to lower the costs for the property. It was mentioned that the property is a brownfield site. Local contributions were discussed in the form of Tax abatements (Opra and a brownfield plan) to help with costs on the project.

3. *APM-ADVANCED OUTDOOR SPRAYING:* APM-Advanced Outdoor Spraying representative Ben Seago addressed the council regarding a new three-year contract with the city.

**REPORTS**

1. *FIRE & POLICE DEPARTMENT REPORTS:* Report on file at the city office.

2. *BUILDING INSPECTION SERVICES REPORT:* Invoice on file at the city office.

**PUBLIC COMMENTS:** Resident Clint Diffin spoke on potential flooding issues on Coke Drive.

**MATTERS OF COUNCIL ACTION:**

1. *APPROVAL OF THE 02/11/25 SPECIAL MEETING MINUTES:*

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

April 29, 2025

- MOTION by Richard SECOND by Pangle to approve the February 11, 2025, special meeting minutes. All Ayes. Motion Carried.

2. APPROVAL OF THE 02/25/25 REGULAR MEETING MINUTES:

- MOTION by Pangle SECOND by Hoose that we approve the February 25, 2025, meeting minutes. All Ayes. Motion Carried.

3. APPROVAL OF CHECK REGISTER & TREASURER REPORT:

- MOTION by Pangle SECOND by Mayor Pro-Tem Richard that we approve the check register and treasurer report as presented. Roll Call Vote: Pangle – Aye, Machuk – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Heslop – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

4. DISCUSSION/DIRECTION OF TRANSITION TO THE REVIZE WEBSITE:

- MOTION by Mayor Pro-Tem Richard SECOND by Pangle that we transition to the Revise website to coordinate with BS&A cloud with the addition amendment of E-notification and reservations. Roll Call Vote: Mayor Pro-Tem Richard – Aye, Hoose – Aye, Heslop – Aye, Pangle – Aye, Machuk – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

5. DISCUSSION/DIRECTION MUNICODE CODIFICATION SERVICE CHANGES: Rush explained that approving this service charge would give the city discounted annual codifications.

- MOTION by Mayor Pro-Tem Richard SECOND by Heslop for five (5) years to spend up to seventeen hundred dollars, (\$1,700) annually. Roll Call Vote: Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Hoose – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

6. DISCUSSION/DIRECTION OF MIHOPE GRANT PROGRESS:

- MOTION by Pangle SECOND by Mayor Pro-Tem Richard to direct the city manager to issue a final warning and a potential invoice should they not provide the required information. Roll Call Vote: Pangle – Aye, Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

7. DISCUSSION/DIRECTION MODIFICATON OF E & O CLAIM TO THE CITY'S INSURANCE POLICY: Valentine said to scratch out modification and the insurance company now has it. No action taken, informational only.

8. DISCUSSION/DIRECTION MOSQUITO ABATEMENT BID AWARD: Only one bid was submitted.

- MOTION by Machuk SECOND by Mayor Pro-Tem Richard that we move forward with APM for mosquito abatement. Roll Call Vote: Hoose – Aye, Machuk – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

9. DISCUSSION/DIRECTION CITY ATTORNEY ENGAGEMENT AGREEMENT:

- MOTION by Mayor Pro-Tem Richard SECOND by Hoose that we move with the engagement agreement with Foster & Swift. Roll Call Vote: Mayor Pro-Tem Richard –

#10

## CITY OF MONTROSE MEMORANDUM

**Date:** June 12, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlicek, Interim City Manager *(initials)*

**Subject: FINAL RESOLUTION TO REMOVE CITY MANAGER BARBARA VALENTINE WITHOUT CAUSE**

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**Recommendation:** City administration recommends the city council approve the Final Resolution, as written, to remove former City Manager Barbara Valentine without cause as directed by City of Montrose City Attorney Laura Genovich.

**CITY OF MONTROSE, MICHIGAN**

**RESOLUTION NO. \_\_\_\_\_**

**FINAL RESOLUTION TO REMOVE CITY MANAGER  
BARBARA VALENTINE WITHOUT CAUSE**

At a special meeting of the City Council of the City of Montrose, Genesee County, Michigan, held on the 24th day of June, 2025 at \_\_\_\_\_ p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, the City Charter of the City of Montrose, Section 4-102, authorizes the City Council to remove the City Manager by adopting a preliminary resolution by a majority vote of all members, stating the reasons for removal, and to proceed with a final resolution following specified procedures; and

**WHEREAS**, the City Manager Employment Agreement between the City of Montrose and Barbara Valentine, effective January 1, 2025, permits termination without cause upon 30 days' written notice, with a severance payment of three months' salary plus accumulated unused vacation and sick leave, as outlined in Section 10 of the Employment Agreement; and

**WHEREAS**, the City Council resolved in its preliminary resolution dated May 20, 2025, that it is in the best interest of the City of Montrose to remove Ms. Valentine from her position and pursue new leadership to align with the City's long-term goals and strategic objectives; and

**WHEREAS**, Ms. Valentine was provided with the required written notice and has not requested a hearing pursuant to the City Charter; and

**WHEREAS**, the City Council wishes to finalize termination of Ms. Valentine's employment without cause, in accordance with the City Charter and Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montrose, Michigan, as follows:

1. **Removal Without Cause:** The City Council removes Barbara Valentine as City Manager without cause, pursuant to Section 4-102 of the City Charter and Section 10 of the City Manager Employment Agreement. The reason for removal is the Council's discretionary determination that new leadership is necessary to advance the City's strategic objectives.
2. **Effective Date of Termination.** The effective date of termination is June 24, 2025.
3. **Severance and Compensation:** The City shall provide Ms. Valentine with a severance payment of three months' salary, plus payment for all accumulated and unused vacation and sick leave, in accordance with Section 10 of the Employment Agreement.

**YEAS:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ADOPTED** by the City Council of the City of Montrose, Michigan, at a special meeting held on \_\_\_\_\_, 2025, by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

**CITY OF MONTROSE**

By: \_\_\_\_\_  
Thomas J. Banks, Mayor

Attest: \_\_\_\_\_  
Tina Rush, City Clerk

Date: \_\_\_\_\_, 2025

# CITY OF MONTROSE MEMORANDUM

# 11  
\_\_\_\_\_

**Date:** June 19, 2025

**To:** Mayor Banks and Montrose City Council Members

**From:** Joe Karlichek, Interim City Manager

**Subject: Report to city council on MSHDA GRANT update (Housing Study) and City's Position, and Plan for Compliance**

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## **Background:**

The city of Montrose engaged MSHDA and was awarded a Grant in February 2024 with a period ending the Grant two (2) years later, effectively February 2026 to conduct a "Housing Study." (*Housing Study is included in your packet*).

The Grant was solely for the city to authorize a "Housing Study" and that Housing Study shall be included in the city's approved Master Plan. The city engaged for nearly two years in updating its Master Plan. City records show the Master Plan was approved by City Council September 12, 2024, by way of Resolution and apparently and simultaneously approved on September 12<sup>th</sup>, 2024, and via the Planning Commission.

At some point a committee was formed by the City (*City is the assigned fiduciary*) to involve both the Township of Montrose and City. While I cannot locate any record of how or who from the city authorized the committee it is an important reminder for administration and council the rules outlining the formation Boards, Commissions and Committees. The **City Charter, Article V: Sections 5-101, 5-102, 5-103. Specifically, 5-103 APPOINTMENTS OF BOARD MEMBERS** (2) Mayor shall appoint persons to all such boards, commissions and committees with the advice and consent of the Council. No such appointment shall be effective until it has been confirmed by the Council.

The Grant requires caveats to ensure the city is compliant and that it fulfills its obligations to avoid financial harm. For edification and to simplify for city council. One, the city administrator/Grant administrator is required to file quarterly updates in a protected on-line system, identified as "IGX" with MSHDA. Two, because the Grant was authorized (\$40,000.00) for a Housing Study, that study must be an approved study and shall be included in the Approved City of Montrose Master Plan. The published Housing Study, on record, indicates a "DRAFT March 2025" and that there has been no Approval process identified. Draft Housing Plan is included in the memorandum.



Next Page

# CITY OF MONTROSE MEMORANDUM

Page 2

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Shortly after my arrival as your interim city manager I received an email Tuesday June 10, 2025, from Marcel Jackson Community Development Analyst | Office of Housing Strategies | Housing Solutions Division Michigan State Housing Development Authority (MSHDA) stating the following:

*Good afternoon, Barbara,*

*You are receiving this email because you still have one or Quarterly Update (QU) past due for your HRI Grant. To remain in compliance, please login to IGX and submit the QU immediately. Failure to do so could result in cancellation of the grant. When completing the QU, make sure to select the correct reporting period and then select submit under status options in the purple navigation pane on the left.*

*If you need technical assistance, I can be reached at 517-335-3437.*

Upon receipt of that email, I immediately contacted Mr. Marcel Jackson via phone. I provided Marcel the status of the city and its leadership change and learned about the city Grant from conception to birth. In that conversation it was discovered the city had failed to update the Grant in the IGX secured system in all of 2025 and was close to default. In addition, it was discovered the Housing Plan was not included in the Master Plan and no formal adoption of that plan had occurred, the city is in jeopardy of awarded Grant and the city could be financially harmed as a consequence.

After having additional discussions with Marcel, Marcel and I came to a solution to bring the city in compliance.

After discussing the solution with Marcel, I contacted Mr. Adam Young of Wade Trim (Wade Trim performed the Housing Study work and the city's adopted Master Plan). While Mr. Young believed the Housing Study was not to be included in the Master Plan, my information to him was that belief was inaccurate. MSHDA unequivocally stated it (Housing Study) must be in the City Master Plan. I will be working with Adam to assist in the amended Master Plan and process.

If those hurdles are cleared, as outlined in the proposed timeline from Wade Trim, the city can then proceed closing out the Grant and the city receive reimbursement of \$40,000.00 for the monies it has expended to the Wade Trim in the production of the Housing Study by September 2025.

## **(PROPOSED TIMELINE FROM WADE TRIM accompanies this memorandum)**

According to our records, Wade Trim has billed the city \$38,732.74 for the project to date. The city has paid all of the invoicing – nothing is outstanding. So, there is only \$1,267.26 in future invoicing Wade Trim will be sending in the close out process of the MSHDA Grant.

# CITY OF MONTROSE MEMORANDUM

Page 3

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**As of June 18, 2025, the IGX portal was accessed, and the city has updated MSHDA, so the city is now in Compliance with the required reporting.**

*\*Review of the Approved Master Plan does not indicate a Housing Study. The Housing Study (Draft March 2025) does indicate page 43, Chapter 4: Planning Recommendations the Housing Study be included to (in part) "to further the overarching goals established by the City of Montrose in its 2024 Master Plan and Montrose Township in its 2023 Master Plan."*

**Recommendation:** It is recommended the city council authorize city administration to follow the guideline/timeline provided by Wade Trim.

Task No.	Task	State Law Reference	Responsibility	Tentative Timeline
1	City must send out letters to selected entities giving notice to prepare an amendment to the master plan (i.e., Housing Study)	Sec. 45.(1)(c)	Wade Trim will prepare the content of the letters, the city must finalize and mail out the letters	Week of June 23
2	Planning Commission reviews draft Housing Study, send to the City Council requesting that they distribute the plan for review in accordance with State law	Sec. 41.(1)	Wade Trim will provide the latest draft of the Housing Study to the city. The city makes sure that it gets on the PC agenda.	July 16 PC Meeting
3	City Council authorizes the distribution of the draft Housing Study for review in accordance with State law	Sec. 41.(2)	Wade Trim will provide the latest draft of the Housing Study to the city. The city makes sure that it gets on the Council agenda.	July 22 Council Meeting
4	City must send out letters to selected entities giving notice that the draft master plan (i.e., Housing Study) is available for review	Sec. 41.(2)	Wade Trim will prepare the content of the letters, the city must finalize and mail out the letters	Week of July 28
5	State required minimum 42-day review period for an amendment to a master plan	Sec. 45.(1)(b)	n/a	Between July 28 and Sept 17
6	Notice of public hearing must be published in the local newspaper	Sec. 43.(1)	Wade Trim will prepare the content of the public hearing notice. The city must send the notice to the local newspaper for publication.	No later than Sept 2 (Notice must be published at least 15 days in advance of the hearing)
7	Planning Commission holds a public hearing on the draft Housing Study	Sec. 43.(1)	The city makes sure that the public hearing gets on the PC agenda.	Sept 17 PC Meeting

8	Planning Commission adopts the draft Housing Study, amending the Master Plan by resolution	Sec. 43.(2)	Wade Trim will prepare the content of the resolution of adoption. The city makes sure that the resolution is provided to the PC.	Sept 17 PC Meeting
9	City must send out letters to selected entities giving notice that the amendment to the master plan (i.e., Housing Study) has been adopted.	Sec. 43.(5)	Wade Trim will prepare the content of the letters, the city must finalize and mail out the letters	Week of Sept 22

**PROPOSED TIMELINE FROM WADE TRIM TO AMEND MASTER PLAN FOR CITY OF MONTROSE**



Wade Trim Associates, Inc.  
600 Griswold Street, Suite 2500 • Detroit, MI 48226  
313.961.3650 • [www.wadetrim.com](http://www.wadetrim.com)

## Exhibit A: Scope of Work

### **Montrose Community Comprehensive Housing Study City of Montrose**

Wade Trim Associates, Inc., the City's Planning Consultant, will lead the City of Montrose and Montrose Township through a joint city/township planning process to prepare a comprehensive housing study. This would examine current housing statistics, trends and future needs. This information would then be used to address necessary changes to the zoning ordinances of both units of government to shape future housing development and address the goals of the Genesee County 2020-2024 Consolidated Plan. Funding for this project is being provided through a grant from the Michigan State Housing Development Authority (MSHDA). The below Scope of Work is taken from the city's grant application.

To help shape future development, both units of government desire more information about the current housing market in our area as well as changes necessary to amend zoning ordinances to address deficiencies in housing gaps. A housing study for the Montrose Community would include examining recent sales, new construction and the types and numbers of rental properties as well as changes needed to zoning. We also seek to answer some fundamental questions regarding projected trends to help us understand the current conditions and assist in the future planning in line with our policy goals and master plans. Ideally this information could be used to drive and attract future housing investment in housing in this area of Genesee County.

A housing study for the Montrose Community would identify the types of housing that could lead to increased homeownership through trends in home construction (zero barrier, duplex, condos) types of housing (single or multi-family and location (residential, commercial districts). It would identify best practices in the housing industry to help facilitate homeownership.

A market rate study would be part of the larger housing study to identify information on the rental housing market. This information could help identify if a PILOT (payment in lieu of taxes) program is ideal for a new or existing apartment complex or if there is a need for larger or smaller rental units. It would also identify occupancy, rental rates and related trends in the rental market.

Wade Trim will also provide assistance to the City Manager in completing MSHDA's required quarterly reports and financial reports.



Professional Services Agreement  
(Short Form)

**Agreement**

To engage the Services of Wade Trim Associates, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Montrose Community Comprehensive Housing Study between the City of Montrose of 139 S. Saginaw Street, Montrose, MI, 48457, hereinafter called "Owner," and Wade Trim Associates, Inc., 500 Griswold, Suite 2500, Detroit, Michigan, 48226, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Exhibit A, Scope of Work.

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump sum fee of \$40,000, to be invoiced in accordance with the terms of this Agreement.

C. Owner agrees to establish an allowance of \$ n/a for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Project to be completed by December 31, 2024 or another date mutually agreed upon by the Owner and Professional.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

*Neil Rankin*

Professional:

A handwritten signature in blue ink that appears to read 'Jason Smith'.

By:

Neil Rankin

(Print Name)

By:

Jason Smith, AICP

(Print Name)

Title:

City Manager

Title:

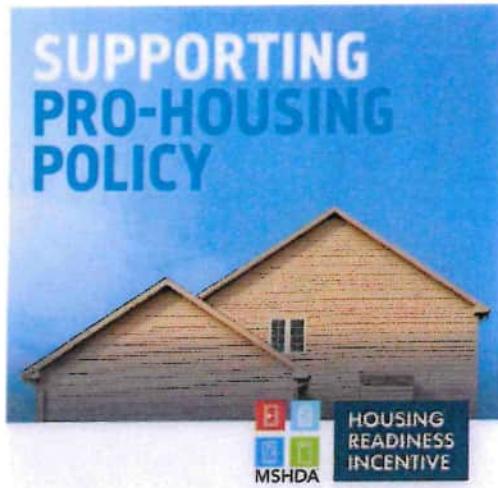
Vice President

Date Signed:

4/26/2024

Date Signed:

February 27, 2024



## Housing Readiness Incentive Grant Program

### Frequently Asked Questions

**Q:** How do I apply for the Housing Readiness Incentive (HRI) grant?

**A:** An online application portal will open on January 16, 2024. The application is based on a platform called IGX (see the IGX section below). **A city/township/village must be enrolled in IGX to access the application; enrollment is available now (see the IGX section below on how to create a profile). A user/profile review and approval takes 48 hours.**

**Q:** What will the application ask for? Is there a sample application or questionnaire available for potential applicants?

**A:** Yes – one can be found [HERE](#). In addition to general applicant questions, applicants must provide a description of activities, how they will increase housing supply and affordability, and support goals in the Michigan Statewide Housing Plan and/or the Regional Housing Partnerships Action Plan.

**Q:** Are counties eligible to apply for the grant?

**A:** No. The legislation that created the Housing Readiness Incentive Grant Program identified the eligible applicants as cities, villages, and townships; however, a city, village, or township may apply to support county-wide eligible activities.

**Q:** Can two or more eligible applicants apply jointly?

**A:** While more than one local unit of government may be identified as a participant in the activity, one must be the applicant and fiduciary. The applicant of record dictates the category in which the application considered for funding (i.e., Category A or Category B). Multiple entities should not apply separately to support the same activity.

**Q:** Can HRI grant funds be used to develop a housing plan?

**A:** Developing a housing plan (as a standalone activity) is not an eligible activity because the absence of one isn't necessarily a barrier to increasing housing

supply and affordability. At the conclusion of the grant term, the grantee must provide a summary of the changes made; a plan itself is not a change.

**Q: Must a Master Plan update include activities that will increase housing supply and affordability?**

**A: Yes.**

**Q: My city/village/township does not qualify for HRI funding, but we still need help developing our community. What can we do next?**

**A: Connect with MEDC's [Redevelopment Ready Communities | MiPlace](#) for possible resources.**

## IGX

**Q. What is IGX?**

**A.** IGX is grant management software. IGX will act as a repository for grant documents and as the portal to upload supporting paperwork, such as progress reports. After an application has been reviewed and approved, the grant agreement will be generated in the IGX system. Upon receiving grant approval, further instructions on how to operate in IGX will be made available. The link to the IGX website is: <https://mgs.michigan.gov/>

**Q. What information do I need to enroll in IGX?**

**A.** The city/village/township's Unique Entity Identifier (UEI) number and Federal Employer Identification Number (FEIN). The UEI is issued by the System for Award Management (SAM) and is sometimes referred to as the SAM's number.

**Q. My city/township/village is not enrolled in IGX. Where do I start?**

**A.** "How To" PDF guide can be found [HERE](#). If a video is preferred, a "How To" can be found [HERE](#) (COMING SOON).

**Q. I'm having issues enrolling in IGX.**

**A.** Email [MSHDA-OHS@michigan.gov](mailto:MSHDA-OHS@michigan.gov) with details of the issue in the enrollment process.

**Q. I have enrolled in IGX. What's next?**

**A.** It will take 48 hours, *excluding weekends*, for the enrollment process to be finalized. An email will be sent once an organization has been admitted to the IGX system.

**Q. I have logged in to IGX. Where is the application?**

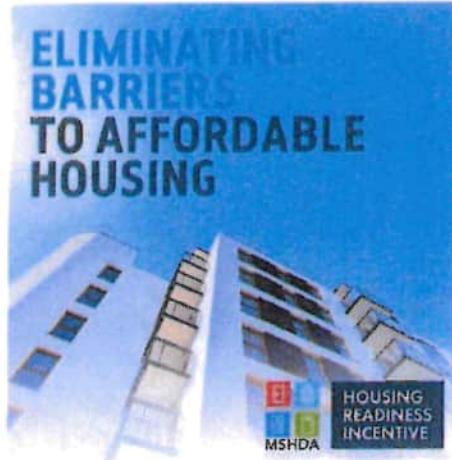
**A.** The application is on the right-hand side of the screen under "My Opportunities." Scroll to "Housing Readiness Incentive Application 2024." Click on the blue hyperlink and then click "Proceed." This will take a user to the application. Please refer to the screenshot below.

## My Opportunities

Opportunity Name	Organization	Deadline
		Open Ended
HEP HUD Application 2022	MSHDA	2/16/2022 12:00:00 AM - Open Ended
Housing Readiness Incentive Application 2024	MSHDA	12/15/2023 12:00:00 AM - Open Ended
MSHDA MOD Application 2024	MSHDA	8/8/2023 12:00:00 AM - Open Ended
Neighborhood Enhancement Program Application 2024	MSHDA	8/8/2023 12:00:00 AM - Open Ended

14 | 4 | 1 | P | N |





#### **HRI Sample Application**

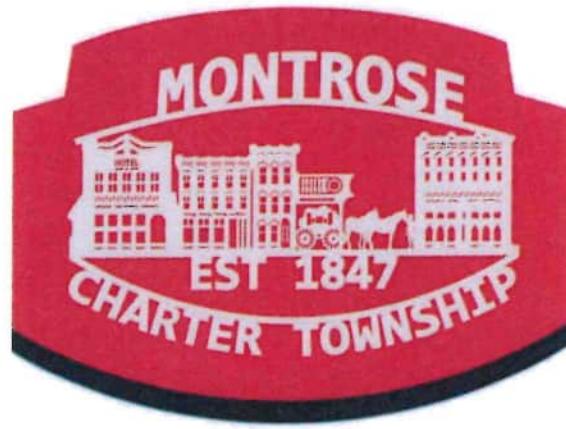
##### **General Information**

1. Local Unit of Government Name:
2. Main Contact Name:
3. Main Contact Title:
4. Main Contact Telephone Number:
5. Main Contact Email Address:
6. Authorized Signatory Name:  
(person authorized to sign grant agreements on behalf of Local Unit of Government)

##### **Activity Information**

1. Activity Title:
2. Please describe the activity. (1100 character limit)
3. Please describe how the completed activity will increase housing supply and affordability. (1100 character limit)
4. Please describe how the completed activity supports one or more goals in the local Regional Housing Partnership's action plan. (1100 character limit)
5. Estimated month and year the activity is expected to begin:
6. Estimated month and year the activity is expected to be completed (which cannot be any later than 24 months after the estimated month and year the activity is expected to begin):
7. Will community staff complete the activity, or will all or a portion of the activity be performed by a contractor?
8. If a contractor is used, please identify the name of the contractor (if already known):

## Housing Readiness Incentive Grant Program



January 26, 2024

### General Information

1. City of Montrose
2. Neil Rankin
3. City Manager
4. (810) 639-6168 ext. 4
5. [manager@cityofmontrose.us](mailto:manager@cityofmontrose.us)
6. Neil Rankin

### Activity Information

1. Montrose Community Housing Survey
2. If awarded funding from the MSHDA Housing Readiness Incentive Grant the City of Montrose and Montrose Charter Township would fund a qualified firm to conduct a comprehensive housing study in the Montrose Community. This would examine current housing statistics, trends and future needs. This information would then be used to address necessary changes to the zoning ordinances of both units of government to shape future housing development and address the goals of the Genesee County 2020-2024 Consolidated Plan.
3. To help shape future development both units of government desire more information about the current housing market in our area as well as changes necessary to amend zoning ordinances to address deficiencies in housing gaps. A housing study for the Montrose Community would include examining recent sales, new construction and the types and numbers of rental properties as well as changes needed to zoning. We also seek to answer some fundamental questions regarding projected trends to help us understand the current conditions and assist in the future planning in line with our policy goals and master plans. Ideally this information could be used to drive and attract future housing investment in housing in this area of Genesee County.
4. **Increasing Homeownership.** Safe and affordable housing is a significant concern for local housing agencies.

**Increasing Supportive Rental Units.** The number of households supported through rental assistance remained about the same as previous program years.

A housing study for the Montrose Community would identify the types of housing that could lead to increased homeownership through trends in home construction (zero barrier, duplex, condos) types of housing (single or multi-family and location (residential, commercial districts). It would identify best practices in the housing industry to help facilitate homeownership.

A market rate study would be part of the larger housing study to identify information on the rental housing market. This information could help identify if a PILOT (payment in lieu of taxes) program is ideal for a new or existing apartment complex or if there is a need for larger or smaller rental units. It would also identify occupancy, rental rates and related trends in the rental market.

5. We anticipate that a study could be conducted starting as early as October, 2024.
6. We anticipate that the study would be completed by October, 2025.
7. Community staff would assist when needed but much of the work would be completed by a contractor.
8. The Township has recently completed updating their Master Plan and the City will be completing their Master Plan by the end of 2024. Wade Trim was retained by both local units for this process and would utilize this firm provided the opportunity.

# Electon Commission

Clerk

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**From:** Ryder, Michelle <MRyder@geneseecountymi.gov>  
**Sent:** Thursday, May 29, 2025 11:54 AM  
**To:** Clerk  
**Subject:** Audit  
**Attachments:** Montrose Audit 1.pdf; Montrose Audit 2.pdf

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

Hi Tina,

Please see the attached copy of this morning's audit. Thanks for doing such a great job and making it easy for us!

Kindly,



*Michelle Ryder*  
Genesee County Elections

810-257-3866  
Myder@geneseecountymi.gov  
1161 Beach St. Flint, MI 48502

## Post-Election Audit Printable Worksheet

County Genesee County Jurisdiction City Of Montrose Precinct 1 Audit Date 5/29/25

Updated as of 11/8/2024

NOTE: All discrepancies should be explained on the reverse side of this checklist.		Voting System & Test Deck:	Voter Assist Terminal
<b>Pre-Election Requirements:</b>		Test Deck Sealed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Test Certification Form: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Notices:		Seal # Recorded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tested before Election: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Notice of Registration Election		Test Deck & T&S Certification Seal # Match: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tested on Election: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Public Accuracy Test		Tab Seal # Match w/T&S Certification & Pollbook: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Number of voters: <i>10</i>
Weekend Hours in QVF		Tab Serial # Match w/T&S Certification & Pollbook: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Election Inspectors:</b>		EC Addendum: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Appointed by Election Commission		Pre-printed TD- HM: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
At least 1 R & 1 D		Prelim Test Date: <i>4/21/25</i>	
Apps available		Public Test Date: <i>4/22/25</i>	
Proof of Training		Test Deck Properly Created: <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input type="checkbox"/> Dif Totals	
Proof sent to parties		Tab Tape & Predetermined Results Match: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
E-Pollbook: <input type="checkbox"/> N/A		Zero Tape Printed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Encryption Pwd: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Unique User/Pwd: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
PrivacyZone Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
Docs Saved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Date hostservice.zip modified: <i>5/5/25</i>			
<b>Applications to Vote Review:</b>			
# apps to vote matches <i>10</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
# of voters: <i>10</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Apps to vote properly completed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Number of ID Affidavits: <i>0</i>			
Military/Overseas apps: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Ballots sent on time: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A			
<b>AV ballot posting:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			
<b>Receiving Bd checklist:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

### Paperwork Assessment:

<b>Poll Book &amp; Statement of Votes</b>	
1. Clerk's Preparation Certificate completed and signed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Election Inspectors Preparation Certificate completed and signed by inspectors present when polls opened	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. All inspectors (including chair) subscribed to the Constitutional Oath of Office	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Oath administrator signed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. All election inspectors that signed the oath were appointed by the Election Commission	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. All spoiled, affidavit envelope, challenged, and AV ballots noted	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Challenges recorded (if nec.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Write-in votes totaled (if nec.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
9. Totals tape signed by inspectors present when poll closed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Number of ballots tabulated on totals tape matches the number of voters listed in the pollbook	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. Ballot summary is completed, balanced, and totals are accurate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Remark
<b>12. Certificate of Election Inspectors</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
completed and signed by inspectors present when polls closed	
<b>13. Ballot container seal number</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
properly recorded in pollbook	
<b>14. Program container seal number</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
is properly recorded in pollbook	
<b>15. Seal number verification</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
signed by one inspector of each major political party in pollbook	
<b>Program Container Certificate</b>	
1. Seal number properly recorded	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
2. Signed by one election inspector	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
of each major political party	
<b>Provisional Ballot Forms</b>	
4. Affidavit ballot Question 3	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
PB form marked Yes	
2. Envelope ballot Question 3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
PB form marked No	
3. Envelope ballots were processed appropriately	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Affidavit & Envelope Voters	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
were registered to vote	
5. Counted envelope ballots	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
sealed in an approved container	

**Ballot Container & Voted Ballot Hand Count Audit:**

Ballot Container:	Contest Candidates or Y/N	Hand Count	Canvass Total
Ballot Container Seal #: <u>253237</u>	Yes	84	84
In Pollbook: <u>253237</u>	No	72	72
On Certificate: <u>253237</u>			
Actual Seal: <u>253237</u>			
Certificate signed by one inspector of each major political party: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Properly Sealed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Container Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Number of spoiled ballots matches Pollbook: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A			
Duplicated ballots properly duplicated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A			
Electronic ballots properly duplicated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A			
Number of ballots matches number of ballots tabulated: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	Write-in vote	0	0
	Over votes	0	0
	Under votes	0	0

Notes – all discrepancies should be noted below

n/a

After completion of the above, replace the Poll Book and Statement of Votes into the appropriate envelopes and initial and seal with a red paper seal. Then sign below.

We, the undersigned members of the Audit Board, hereby certify the completion of the items checked above.

Ellen Page  
County/State Audit Inspector

Michelle Ryden  
County/State Audit Inspector

NOTE: Worksheet data must then be entered electronically in the eLearning Center using the Post-Election Audit Online Form within two days of audit completion.

**GENESEE COUNTY METROPOLITAN ALLIANCE**  
**Regular Meeting Minutes**  
**Wednesday, May 21, 2025, 6:00 p.m.**

**MINUTES**

The Genesee County Metropolitan Alliance Committee met at 6:00 p.m. on Wednesday, May 21, 2025, in the Human Resources Training Room (G51) of the Genesee County Administration Building.

**I. CALL TO ORDER**

Vice-Chairperson Nate Henry acted as Chairperson and called the meeting to order 6:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

Chairperson Nate Henry led the Pledge of Allegiance.

**III. ROLL CALL**

Members present and absent were noted as follows:

<b>UNIT REPRESENTED</b>	<b>MEMBERS PRESENT</b>	<b>MEMBERS ABSENT</b>
Genesee County		Dr. Beverly Brown Martin L. Cousineau Greg Hull Christina Hickson
City of Burton		
City of Clio	Duane Mosher Margaret (Peggy) Manser	
City of Davison	Ben Lindstrom	Kirk Todd
City of Fenton	Patricia Lockwood	Eric Daly
City of Flint	Donald Bancroft	Sean Sage
City of Flushing		Mayor Sheldon Neeley Rodney McGaha Joseph Karlichek Chris Douglas Don Becker John Creasey
City of Grand Blanc		
City of Linden	Pamela Howd	Tom Hicks Jerry Link
City of Montrose	Mark Richard	La'Shaya Darisaw John Vance
City of Mt. Morris		
City of Swartz Creek	John Gilbert	Charles Campbell

	Nate Henry	
Argentine Township	Robert (Bob) Cole	Jason Kosofsky Ed Renckly Toni Yaklin
Atlas Township	Paulette Johnson	Jim Busch
Clayton Township	Shelley Thompson	Travis Howell William Clark Andrew Marko Robert Kessler Karyn Miller
Davison Township		
Fenton Township		
Flint Township	John Whiteside	Tracey Tucker Bill Bain Mary Ann Price Rocky Fowler
Flushing Township		
Forest Township		
Gaines Township	Donna Baynai	Robert Henderson Andrew Sorensen
Genesee Township		
Grand Blanc Township	Robin Ackerman Mike Yancho Joanie Towarnicky	Coetta Adams Steven Schlight Michele Loper Robert Johnson Dewayn Allen
Montrose Township		
Mt. Morris Township		
Mundy Township	Jennifer Stainton	Paula Spicer
Richfield Township	Cory Bostwick	Leonard Marden Connie Chirich Joseph Madore Rachel Stanke Gregg Bryan
Thetford Township		
Vienna Township	Richard Johnson	Sue Thomas Taunya Marek Shannon McCafferty
Gaines Village		
Goodrich Village		
Lennon Village	Angie Adamec	Chris Caverly
Otisville Village		
Otter Lake Village		
Federal Highway Admin		Terry Gill David Dorr Andy Pickard

Gen City Drain Comm	Jeff Wright
Gen City Road Comm	Alex Patsy
Dylan Campbell	
GCMPC	Derek Bradshaw
	Christine Durgan
Mass Trans Authority	Ed Benning
Shawnice Dorsey	
David Savoie	
Mich Dept of Trans	Jay Reithel
	Trevor Vincke
Paige DeHate	

**OTHERS PRESENT:** Jo Janiski, Dan Jenkins, Sheila Taylor, McKenna Dutkiewicz, and Theresa LeFavour

**\*\*\*IV. MINUTES OF THE April 16, 2025 MEETING**

**Motion: Action:** Approve, **Moved by** Pamela Howd, **Supported by** John Whiteside to approve the minutes of the April 16, 2025, meeting as presented.

**Motion carried unanimously.**

**V. INTRODUCTION OF GUESTS**

NONE

**VI. PUBLIC COMMENT**

NONE

**VII. PUBLIC HEARING**

**A. 2026-2029 Transportation Improvement Program (TIP) Public Hearing**

CHAIRPERSON NATE HENRY OPENED THE PUBLIC HEARING FOR THE 2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC HEARING AT 6:02 P.M.

Ms. McKenna Dutkiewicz stated the Transportation Improvement Program (TIP) is a schedule and budget of Genesee County Transportation revenues and how they will be invested over a four year period by road and transit agencies. Every three years the Genesee County Metropolitan Planning Commission holds a competitive call for projects and works with our committees to score these projects which are approved by our policy committee, the Metropolitan Alliance. As part of the call for project's process, staff incorporate multiple public input events and sessions to keep members of the public informed regarding projects in their neighborhoods. This public hearing is an opportunity for the public to speak about concerns or provide comments about the TIP document and proposed projects.

Chairperson Nate Henry repeated this opportunity for comment three times.

Mr. Dylan Campbell inquired once the TIP is improved, when will the MPO release the schedule. Ms. McKenna Dutkiewicz stated that it will be available soon after final approval.

No further comments were spoken.

CHAIRPERSON NATE HENRY CLOSED THE PUBLIC HEARING FOR THE 2026-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC HEARING AT 6:05 P.M.

**B. Genesee County Air Quality Conformity Public Hearing**

CHAIRPERSON HENRY OPENED THE PUBLIC HEARING FOR THE GENESEE COUNTY AIR QUALITY CONFORMITY AT 6:05 P.M.

Ms. McKenna Dutkiewicz stated the Genesee County Air Quality Conformity Report is a required element for the Long-Range Transportation Plan and the Transportation Improvement Program. The Clean Air Act required federally funded transportation activities conform to the National Ambient Air Quality Standards, air quality requirements and do not worsen any existing violations of any air quality requirements. As part of this process, staff incorporate a public comment period with a public hearing opportunity to allow the public to voice comments or concerns about the Air Quality Conformity Determination Report.

Chairperson Nate Henry repeated this opportunity for comment three times with no comments at this time.

CHAIRPERSON NATE HENRY CLOSED THE PUBLIC HEARING FOR THE GENESEE COUNTY AIR QUALITY CONFORMITY 6:06 P.M.

**VIII. FINANCES**

**\*\*\*A. Update to Metro Alliance Signatories on Financial Account**

Ms. Shiela Taylor stated the Metropolitan Alliance has a bank account which needs to have the signatories updated. Currently Mr. Derek Bradshaw and Mr. Robert Johnson are on the account. Staff are requesting Ms. Marian Michalik and Mr. Robert Widigan, who previously held signatory authority but are no longer serving in those roles, be removed from the account, and to add Mr. Nate Henry, Vice-Chairperson, and Ms. Paula Spicer, Treasurer, to the account.

**Motion: Action:** Approve, **Moved by** Mark Richard, **Supported by** Pamela Howd to approve the Update to Metro Alliance Signatories on Financial Account.

**Motion carried unanimously.**

**IX. COMMITTEE REPORTS**

NONE

## **X. OLD BUSINESS**

### **A. Genesee County Master Plan Update**

Ms. Sheila Taylor stated that staff continued to make significant progress on the Genesee County Master Plan. Several technical reports have been approved by the Steering Committee on April 22<sup>nd</sup> after initial review. Final reports will be posted to our plan website for public review. Additional reports will be taken to the Steering Committee in June and July. Staff are hoping to have a draft approved to go out for public comment in September. Public comment will go through December. The Steering Committee will then review and take action on the final plan.

All Master Plan updates will be posted on our website <http://ourfuturegenesee.org/2025update>.

## **XI. NEW BUSINESS**

### **A. FY 2023-2026 Transportation Improvement Program (TIP) Technical Correction**

Ms. McKenna Dutkiewicz stated a technical correction has been made for the FY 2025 Local Livability and Sustainability GPA in the FY 2023-2026 Transportation Improvement Program (TIP). This GPA contains one 2025 Safe Routes to School project from the City of Linden. This project was originally scheduled to be obligated in FY 2024, however due to complications the project was suspended for a future year to secure funding. The City of Linden was able to request obligation earlier than anticipated in 2025 and the project was unsuspended as a result. Genesee County, in agreement with MDOT and Federal Highways, resolved the suspension through means of a technical correction due to previous approvals by this committee.

### **\*\*\*B. FY 2027 Safety Call for Projects List**

Ms. McKenna Dutkiewicz stated that in February, Michigan Department of Transportation (MDOT) released a Call for FY 2027 Local Safety Projects. Applications were due by May 1, 2025. Staff requested copies of applications for safety projects be sent to our office for prioritization and support. Six local safety program applications, all from the Genesee County Road Commission, were reviewed according to MDOT Time-of-Return (TOR) Analysis.

**Motion:** **Action:** Approve, **Moved by** Robert Cole, **Supported by** John Whiteside to approve the FY 2027 Safety Call for Projects List by way of accompanying resolution.  
**Motion carried unanimously.**

### **\*\*\*C. FY 2026 Unified Work Program Development**

Ms. Sheila Taylor stated staff has been working on the Unified Work Program (UWP). The UWP shows the State and Federal government partners how staff intend to spend funding for FY 2026. Staff will continue working on the Long-Range Transportation Plan, which is part of the Master Planning document, implement the FY 2026-2029 TIP, and finalize the Safety Action Plan. Staff have received one request from Flint Township to do a corridor study on a portion of Bristol Rd. which has been included in the UWP.

**Motion: Action:** Approve, **Moved by** Shelley Thompson, **Supported by** Jennifer Stainton to approve the FY 2026 Unified Work Program Development and to authorize Derek Bradshaw to sign all contracts and agreements related to the work program.

**Motion carried unanimously.**

#### **D. Traffic Count Survey Requests**

Ms. McKenna Dutkiewicz stated that on an annual basis, staff request local units of government update traffic count information on roads under their jurisdiction. Staff have traffic counters and accessory equipment available for rent at \$5.00 per day or \$25.00 per week, per counter. Staff are available to assist with set up and training.

#### **E. Genesee County 2050 LRTP Capacity Deficiencies**

Ms. McKenna Dutkiewicz stated as part of the 2050 Long Range Transportation Plan, staff have prepared a draft of the Congestion Management Process (CMP) 2050 Horizon year CMP deficiencies. This is a combination of level of service deficiencies as well as flow deficiencies which are generated through a model. Staff previously requested a review of the maps and tables with recommendations for the identified deficiencies by local road agencies. The final Congestion Management Process Deficiencies were submitted to the Genesee County Master Plan Steering Committee for review and comment in April and was approved at the April 22<sup>nd</sup> Steering Committee Meeting. The Master Plan will also serve as the Long-Range Transportation Plan.

#### **F. LRTP 2050 Capacity Call for Projects**

Ms. McKenna Dutkiewicz stated Genesee County Metropolitan Planning Commission held the Genesee County 2050 Long Range Transportation Plan (LRTP) Call for Projects from April 27<sup>th</sup>, 2025 – May 16<sup>th</sup>, 2025. This is a planning exercise with no actual funding attached. The exercise is to find out what type of capacity improvements staff would see if funding were available. Eleven applications were received, one from MDOT and ten from GCRC. Staff are reviewing applications. Applications will be evaluated, scored and endorsed by the Master Plan Steering Committee in June.

#### **G. NFC Revisions**

Ms. McKenna Dutkiewicz stated staff were informed that MDOT will soon schedule workshops for each county to review the National Functional Classifications (NFC) for all road networks. The NFC categorizes roads by the service they provide: from moving traffic efficiently (mobility) to providing access to property (access). There are three main classes listed in the report which are arterials, collectors, and local roads. Information for the workshops will be provided when known from MDOT. More in depth guidance can be found on the FHWA website: <https://www.fhwa.dot.gov/planning/processes/statewide/related/hwy-functional-classification-2023.pdf>

#### **XII. OTHER BUSINESS**

NONE

### **XIII. ANNOUNCEMENTS**

Ms. Sheila Taylor announced staff is planning to attend the Michigan Transportation Planning Association Conference July 22-25 in Holland, Michigan. If interested in attending, the registration fee is \$500 to attend the entire conference. Registration closes June 16th and members can contact Ms. Taylor for information.

Ms. McKenna Dutkiewicz announced that GCMPC will be hosting a Genesee County Trail Symposium on June 11<sup>th</sup> from 5 pm to 7 pm at the Gloria Coles Library in Flint. This is an effort between the Genesee County Metropolitan Planning Commission and the Mott Foundation. An email will be sent with registration and community survey information.

### **XIV. ADJOURNMENT**

Chairperson Nate Henry adjourned the meeting at 6:23 pm.

Respectfully submitted,  
Theresa LeFavour, Secretary  
Genesee County Metropolitan Planning Commission