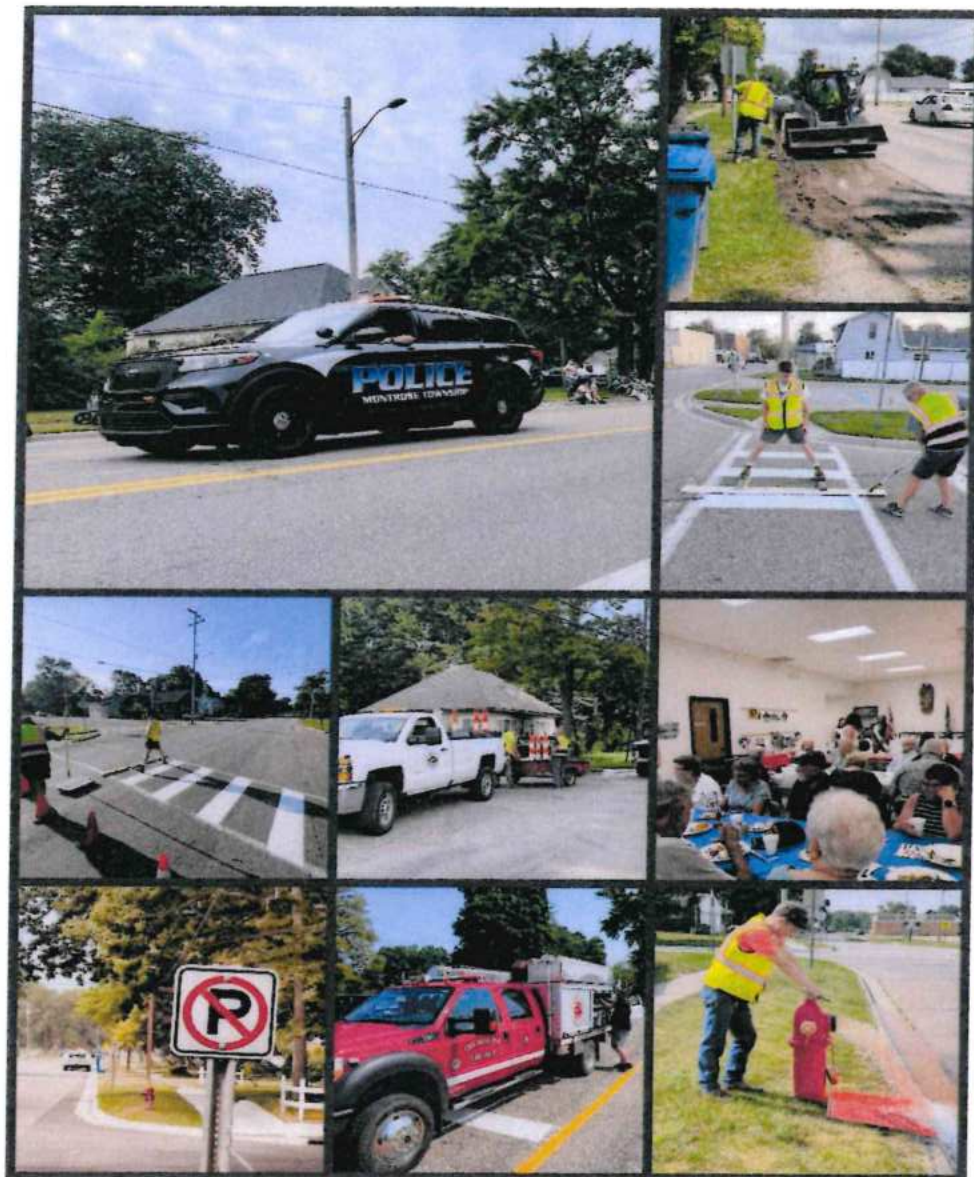


# CITY OF MONTROSE

## CITY COUNCIL MEETING PACKET September 23, 2025





## **MONTROSE CITY COUNCIL 2025**

**Tuesday September 23, 2025 – 7:00 p.m. – Agenda**

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA for September 23, 2025**

### **CLOSED SESSION – No Closed Session**

### **CITIZEN OF THE MONTH – Mayor Banks to Introduce Ms. Adeline Skidmore**

### **MEETING OPEN TO THE PUBLIC (Agenda Items Only)**

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

### **PRESENTATION**

- John Ryan, PLLC
- John O'Brien, Genesee County Waste Water Services

### **CONSENT AGEDNA**

- a) Approval City Council Meeting Minutes August 26, 2025.
- b) Approval City Council Bills for the month of August 2025
- c) Receive and file Police, Fire, Code Enforcement August 2025 Report
- d) Receive and file Genesee County 9-1-1 Director's August 2025 Report
- e) Receive and file DPW Supervisor August 2025 Report
- f) Receive and file City Clerk August 2025 Report
- g) Receive and file City Interim Treasurer/Finance Manager August 2025 Report
- h) Receive and file City Manager August 2025 Report
- i) Receive and file City Building Inspector August 2025 Report
- j) Receive and file Fall/Winter Newsletter 2025/2026
- k) Approve request for Montrose Spooktacular
- l) Approval of DDA Sponsored Fall-O-Ween Fest

### **PUBLIC HEARING – None**

### **NEW BUSINESS**

1. Consider Legal Services Agreement with John Ryan, PLLC Law Firm
2. Consider Approving Lateral Sewer System Operations and/or Maintenance Agreement with Genesee County Drain Commission
3. Consider Resolution to authorize the City of Montrose authorize and sign contracts and reimbursement requests with the GCMPC.
4. Consider Waiving of Water Rate Late Fee for Mrs. Sadie and Mr. Larry Leonard
5. Consider SWOT Analysis

6. Consider discussion per city council member(s) Mr. Richard and Mr. Heslop

#### **BID AWARD/PURCHASE**

1. Consider Approval Security System - Entry Doors of City Hall

#### **ORDINANCES**

1. Consider Proposed General Business Registration Ordinance DRAFT ONLY

#### **APPOINTMENTS – None**

#### **MEETING OPEN TO THE PUBLIC**

The purpose of this agenda item is to allow persons to comment, praise, or raise a concern that they feel the City Council should address. This is not a forum for debate or for which questions will be answered. The City Council will consider all comments, questions, praise, and concerns, and decide if they wish to address those items during the agenda item "City Council Comments." They may also ask administration to address issues raised after the meeting is completed. All persons addressing the City Council are asked to limit their comments to no more than three (3) minutes.

#### **CITY COUNCIL COMMITTEE REPORTS**

#### **CITY MANAGER REPORT, CITY COUNCIL COMMENTS AND COMMITTEE REPORTS**

#### **ADJOURNMENT**



## MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

August 26, 2025

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

**ROLL CALL:** Present council members were Mayor Tom Banks, Mayor Pro-Tem Mark Richard, Robert Arnold, Ryan Heslop, Todd Pangle, Melissa Hoose, and Lori Machuk. Also present was Interim City Manager Joe Karlichek, City Clerk Tina Rush, and 10 citizens.

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

### **CITIZEN OF THE MONTH:**

1. *MAYOR BANKS TO PRESENT CITIZEN OF THE MONTH AWARD TO: ALLIE GREEN & VICTORIA SARGENT OF BLACKBIRD.*

2. *CHOOSE A CITIZEN OF THE MONTH FOR THE MONTH OF AUGUST:*

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle to nominate Adelaine Skidmore. Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, and Mayor Banks – Aye. All Ayes. Motion Carries.

### **REPORTS:**

A. *APPROVAL OF REGULAR MEETING MINUTES APRIL 29, MAY 27, JUNE 5, JUNE 24, AND JULY 22, 2025 (PAGE 4).*

B. *APPROVE CITY COUNCIL BILLS JULY 2025 (PAGE 23).*

C. *RECEIVE AND FILE POLICE, FIRE, CODE ENFORCEMENT JULY 2025 ACTIVITY REPORT (PAGE 25).*

D. *RECEIVE AND FILE GENESE COUNTY 9-1-1 DIRECTOR'S JULY 2025 ACTIVITY REPORT (PAGE 26).*

E. *RECEIVE AND FILE DPW SUPERVISOR JULY 2025 ACTIVITY REPORT (PAGE 32).*

F. *RECEIVE AND FILE CITY CLERK JULY 2025 ACTIVITY REPORT (PAGE 33).*

G. *RECEIVE AND FILE CITY INTERIM TREASURER/FINANCE JULY 2025 ACTIVITY REPORT (PAGE 36).*

H. *RECEIVE AND FILE CITY MANAGER JULY 2025 ACTIVITY REPORT (PAGE 45).*

I. *RECEIVE AND FILE CITY BUILDING INSPECTOR JULY 2025 ACTIVITY REPORT (PAGE 47).*

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

**PUBLIC COMMENTS:** None

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

1. *CONSIDER MAYOR APPOINT ETHICS AD-HOC COMMITTEE IN ACCORDANCE TO ARTICLE V, CITY CHARTER 5-103 SECTION 1,2,3, APPOINTMENT OF BOARD MEMBERS:*

- **MOTION** by Arnold **SECOND** by Heslop to appoint an ad-hoc committee. Roll Call Vote: Pangle – Nay, Hoose – Nay, Mayor Pro-Tem Richard – Nay, Machuk – Nay, Heslop – Aye, Arnold – Nay, and Mayor Banks – Nay. One Aye and Six Nay. Motion did not carry.



## MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

August 26, 2025

### 2. CONSIDER AMENDING CITY COUNCIL RULES:

- **MOTION** by Machuk **SECOND** by Mayor Pro-tem Richard that we adopt the proposed changes for our code of conduct. Roll Call Vote: Machuk – Aye, Hoose – Aye, Arnold – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion carried.

### 3. CONSIDER AGREEMENT WITH WADE TRIM FOR “AS-NEEDED” PROFESSIONAL PLANNING SERVICES FOR THE CITY OF MONTROSE:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Arnold as needed. This would be just an agreement and not a contract. Roll Call Vote: Machuk – Aye, Arnold – Aye, Hoose – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

### 4. CONSIDER APPROVAL THE CITY OF MONTROSE TO RE-CLASSIFY HICKORY STREET IN ACCORDANCE TO ACT51:

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Arnold to reclassify Hickory Street in accordance to ACT51. City will receive TIP funding for Nanita in 2029 (3-year cycle). Roll Call Vote: Mayor Pro-tem Richard – Aye, Hoose – Aye, Heslop – Aye, Arnold – Aye, Pangle – Aye, Machuk – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

### 5. CONSIDER PLACING IN ABEYANCE RENTAL UNIT REGISTRATION, INSPECTION:

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

### 6. CONSIDER APPROVAL OF EMERGENCY PURCHASE (TREE SERVICES) AND FILE THIS REPORT:

- **MOTION** by Pangle **SECOND** by Arnold that we approve the emergency purchase (tree services) and file this report. Roll Call Vote: Pangle – Aye, Heslop – Aye, Arnold – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

### 7. CONSIDER “AMENDED” PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT CITY MANAGER:

- **MOTION** by Hoose **SECOND** by Machuk that city council approve and include the change. Roll Call Vote: Hoose – Aye, Arnold – Nay, Machuk – Aye, Heslop – Nay, Mayor Pro-Tem Richard – Nay, Pangle – Aye, and Mayor Banks – Aye. Four Ayes. Three Nays. Motion Carried.

### 8. CONSIDER NOTIFICATION OF HIRING OF DEPUTY TREASURER & ADMINISTRATIVE ASSISTANT:

- **MOTION** by Machuk **SECOND** by Hoose that the Mayor & Council accept the hiring of the position and it is budgeted in the following 101-253-702, 590-536-702, 591-536-702. Self-imposed 25-30 hours up to full-time. Roll Call Vote: Arnold – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Hoose – Aye, Pangle – Aye, Heslop – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

## MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

August 26, 2025

**PUBLIC COMMENTS:** Nicole Moore (Ex-City Treasurer) asked for a FOIA request for all the supplemental handouts from May 27<sup>th</sup>. Julie Tack spoke on behalf of Nicole Moore.

### **REPORTS FROM BOARDS & COMMISSIONS:**

*DOWNTOWN DEVELOPMENT AUTHORITY BOARD: COUNCILWOMAN MACHUK* – handicap improvement grant given to 295 E. State Street for \$5,000.00. engaged with Fleis & Vandenbrink to help execute plans for revitalizing things. getting new lights downtown. lights strung from pole to pole with colors just like the depot.

*ELECTION COMMISSION: RUSH* – Nothing new.

*GENESEE COUNTY COMMUNITY DEVELOPMENT ALLOCATION COMMITTEE: Mayor Pro-tem Richard* - Did not meet.

*GENESEE COUNTY METROPOLITAN ALLIANCE:* Did have an emergency meeting. Wanting to do a roundabout in the City of Burton. City of Burton does not want the roundabout. Issues with roundabout. Hoping to move grant money on other projects. Trying to move to bus line. Been working with Genesee Metro on Hickory Street and appreciate the City Manager coming out to vote on reclassifying Hickory Street. Ryan and Sam were also there as well. Was told it looks promising that MDOT will approve it.

*GENESEE COUNTY SMALL CITIES & VILLAGES ASSOCIATION:* Meeting in Swartz Creek in September.

*GENESEE COUNTY WATER AND WASTE SERVICE'S ADVISORY COMMITTEE:* No meeting.

*PLANNING BOARD: COUCILWOMAN MACHUK* – Went over the site plan review for 106 w. state street and that is moving forward. Changing zoning into a PUD zone. The zoning is a little bit more Flexible. Social districts put on hold. Had a conversation on the GBL.

*911 CONSORTIUM:* General membership meets in September. The building is now open. Soft grand opening coming up.

*ZONING BOARD OF APPEALS:* No meeting for a while.

*MONTROSE AREA CHAMBER OF COMMERCE:* Nothing to report.

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

*CITY MANAGER:* On file at city office.

*CITY ATTORNEY:* NONE

**PUBLIC COMMENTS:** NONE

## MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

August 26, 2025

**MAYOR AND COUNCIL COMMENTS:** Heslop, Hoose, Machuk, Pangle, Arnold, Mayor Pro-Tem Richard, Mayor Banks all made comments.

### **COMMUNICATIONS TO THE COUNCIL:**

### **ADJOURNMENT:**

- **MOTION** by Pangle **SECOND** by Arnold. All Ayes. Motion Carried.

Mayor Banks adjourned the meeting at 8:26 p.m.

Prepared by City Clerk, Tina Rush



Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
Bank SB CK CHOICE ONE BANK							
Check Type: Paper Check							
08/14/2025	SB CK	21128	288	APM - ADVANCED OUTDOOR	APM - ADVANCED OUTDOOR	Mosquito Services for August	6,580.00
08/14/2025	SB CK	21129	603	BEAR PACKAGING & SUPPLY	BEAR PACKAGING & SUPPLY	2 Boxes of 56 Gallon Wide	111.48
08/14/2025	SB CK	21130	261	BOSS BUSINESS SOLUTIONS	BOSS BUSINESS SOLUTIONS	Maintenance Agreement for	1,160.43
08/14/2025	SB CK	21131	976	CITY OF CLIO	CITY OF CLIO	Code Enforcement Services	1,549.63
08/14/2025	SB CK	21132	145	CITY OF MONTROSE	CITY OF MONTROSE	City Offices for August 20	82.57
				CITY OF MONTROSE	CITY OF MONTROSE	DPW Garage for August 2025	78.00
				CITY OF MONTROSE	CITY OF MONTROSE	The Depot for August 2025	67.97
				CITY OF MONTROSE	CITY OF MONTROSE	Lion's Park Restrooms for	65.48
				CITY OF MONTROSE	CITY OF MONTROSE	Blueberry Park Restrooms f	87.84
				CITY OF MONTROSE	CITY OF MONTROSE	Jennings Library for August	87.72
							469.58
08/14/2025	SB CK	21133	010	CONSUMERS ENERGY	CONSUMERS ENERGY	Utility Bills for July 202	1,171.13
				CONSUMERS ENERGY	CONSUMERS ENERGY	Annual DDA Pole Rental Fee	241.35
							1,412.48
08/14/2025	SB CK	21134	292	FOSTER SWIFT COLLINS &	FOSTER SWIFT COLLINS &	Attorney Council/Manager &	1,700.00
				FOSTER SWIFT COLLINS &	FOSTER SWIFT COLLINS &	Attorney Treasurer Fee's f	250.00
				FOSTER SWIFT COLLINS &	FOSTER SWIFT COLLINS &	Attorney Police Fee's for	1,550.04
							3,500.04
08/14/2025	SB CK	21135	020	GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Sanitary Sewer Maintenance	1,958.67
08/14/2025	SB CK	21136	380	GENESEE COUNTY GOV. CLE	GENESEE COUNTY GOV. CLE	Quarterly Governmental Mee	15.00
08/14/2025	SB CK	21137	410	GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Line to Fix Women's Bathro	8.49
				GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Line to Fix Women's Restro	8.29
				GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	5/8 " Femail Hose Repair @	3.66
				GILL ROY'S COMPLETE HAR	GILL ROY'S COMPLETE HAR	Returned Line to Fix Women	(8.49)
							11.95
08/14/2025	SB CK	21138	024	GOLD & SONS AUTOMOTIVE	GOLD & SONS AUTOMOTIVE	2 Cycle Oil - Mix Can	31.50
				GOLD & SONS AUTOMOTIVE	GOLD & SONS AUTOMOTIVE	Batteries for the Street S	310.70
							342.20
08/14/2025	SB CK	21139	113	HYDROCORP	HYDROCORP	Cross Connection Inspectio	307.58
08/14/2025	SB CK	21140	135	KENNEDY EXCAVATING INC.	KENNEDY EXCAVATING INC.	DWSRF Water System Improve	20,058.27
08/14/2025	SB CK	21141	1004	LARKO'S LAWN SERVICE	LARKO'S LAWN SERVICE	Lawn Mowing Services for J	1,903.42
08/14/2025	SB CK	21142	071	MENARDS	MENARDS	Crosswalk Paint Supplies	37.52
				MENARDS	MENARDS	Parking Lot Paint for DDA	68.28
				MENARDS	MENARDS	Cleaner & Outdoor Spray fo	64.97
							170.77
08/14/2025	SB CK	21143	559	MICHIGAN ASSOCIATION OF	MICHIGAN ASSOCIATION OF	Difference Owing for Regis	50.00
08/14/2025	SB CK	21144	105	NETSOURCE ONE	NETSOURCE ONE	Domain Transfer of Cityofm	28.00
				NETSOURCE ONE	NETSOURCE ONE	365 Licensing for July 202	330.30
				NETSOURCE ONE	NETSOURCE ONE	Server Backup for July 202	342.46
				NETSOURCE ONE	NETSOURCE ONE	Management of M365 for Jul	150.00

B

User: TINA  
DB: Montrose

Check Date	Bank	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
08/14/2025	SB CK	21145	258	PRIORITY WASTE LLC	NETSOURCE ONE	Additional IT Services for	903.75
08/14/2025	SB CK	21146	972	WEX BANK	NETSOURCE ONE	Server Backup for August 2	354.86
08/14/2025	SB CK	21147	635	RICOH USA, INC	NETSOURCE ONE	Server Backup for May 2025	33.24
08/14/2025	SB CK	21148	530	ROBERT NAUMANN	NETSOURCE ONE	Management of M365 for Jun	150.00
08/14/2025	SB CK	21149	231	SMART BUSINESS SOURCE	NETSOURCE ONE	365 Licensing for August 2	330.30
08/14/2025	SB CK	21150	885	SPECTRUM BUSINESS	NETSOURCE ONE	Management of 365 for Augu	150.00
08/14/2025	SB CK	21151	217	TAYLOR & MORGAN CPAs an			2,772.91
08/14/2025	SB CK	21152	910	THE SHERWIN WILLIAMS CO	PRIORITY WASTE LLC	Refuse Services for August	9,877.86
				WEX BANK		Fuel for July 2025	916.80
				RICOH USA, INC		Copy Machine Received Elec	339.48
				ROBERT NAUMANN		Assessing Services for Jul	1,000.00
				SMART BUSINESS SOURCE		Right File Pedestal for C1	279.00
				SPECTRUM BUSINESS		Internet Services for Augu	279.98
				TAYLOR & MORGAN CPAs an		Created and Presented 2025	7,741.50
08/14/2025	SB CK	21152	910	THE SHERWIN WILLIAMS CO	THE SHERWIN WILLIAMS CO	5-Gallon Crosswalk Paint	573.75
				THE SHERWIN WILLIAMS CO		10-Gallons of Crosswalk Pa	671.68
08/14/2025	SB CK	21153	964	VIEW NEWSPAPER GROUP -			1,245.43
08/28/2025	SB CK	21154	010	CONSUMERS ENERGY	VIEW NEWSPAPER GROUP -	Publications for July 2025	226.84
08/28/2025	SB CK	21155	266	CREATIVE REBUILDING - A	CONSUMERS ENERGY	Utility Bills for August 2	1,171.50
08/28/2025	SB CK	21156	107	FLEIS & VANDENBRINK ENG	CREATIVE REBUILDING - A	Mi-HOPE Insulation Grant f	27,262.00
				FLEIS & VANDENBRINK ENG	FLEIS & VANDENBRINK ENG	DWAM Grant Services throug	6,050.00
08/28/2025	SB CK	21157	020	GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	CO Sewer Treatment Charges fo	13,318.66
				GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Water Treatment Charges fo	32,356.69
				GENESEE COUNTY DRAIN CO	GENESEE COUNTY DRAIN CO	Water Samples for July 202	50.00
08/28/2025	SB CK	21158	157	KCI - KENT COMMUNICATIO	KCI - KENT COMMUNICATIO	Balance Owing for Printing	45,725.35
08/28/2025	SB CK	21159	135	KENNEDY EXCAVATING INC.	KENNEDY EXCAVATING INC.	Change Order No. 5 DWSRF W	391.30
08/28/2025	SB CK	21160	172	KIMBERY LYNCH	KIMBERY LYNCH	Treasurer Contracted Servi	26,998.25
				KIMBERY LYNCH		Treasurer Contracted Servi	11,275.00
							9,225.00
08/28/2025	SB CK	21161	042	MONTROSE TOWNSHIP	MONTROSE TOWNSHIP	Fire/Police Contract for S	20,500.00
08/28/2025	SB CK	21162	123	POWELL AND SONS TREE SE	POWELL AND SONS TREE SE	Cut & Remove Dead Tree, Gr	35,602.44
08/28/2025	SB CK	21163	258	PRIORITY WASTE LLC	PRIORITY WASTE LLC	Refuse Services for Septem	4,000.00
08/28/2025	SB CK	21164	056	QUILL CORPORATION	QUILL CORPORATION	Office & DPW Supplies for	9,877.86
				QUILL CORPORATION		Office & DPW Supplies for	207.10
				QUILL CORPORATION		Office & DPW Supplies for	222.98
				QUILL CORPORATION		Office & DPW Supplies for	1,043.91
				QUILL CORPORATION		Office & DPW Supplies for	529.66
				QUILL CORPORATION		Office & DPW Supplies for	31.52
				QUILL CORPORATION		Office & DPW Supplies for	(434.82)
				QUILL CORPORATION		Office & DPW Supplies for	(72.48)
08/28/2025	SB CK	21165	530	ROBERT NAUMANN	ROBERT NAUMANN	Assessing Services for Aug	1,527.87
08/28/2025	SB CK	21166	885	SPECTRUM BUSINESS	SPECTRUM BUSINESS	Internet Services for Sept	1,000.00
08/28/2025	SB CK	21167	960	STALEY'S PLUMBING & HEA	STALEY'S PLUMBING & HEA	Service Call on City Offic	279.98
08/28/2025	SB CK	21168	114	VERDANT COMMERCIAL CAPI	VERDANT COMMERCIAL CAPI	New Copy Machine Services	155.00
				VERDANT COMMERCIAL CAPI			197.26
							216.99
08/28/2025	SB CK	21169	099	WADE-TRIM, INC.	WADE-TRIM, INC.	PUD Option Text Amendment	414.25
							750.00






Check Date	Bank	Check	Vendor	Vendor Name	Invoice	Vendor	Description	Amount
<b>Bank TAX C TAX ACCOUNT</b>								
<b>Check Type: Paper Check</b>								
08/14/2025	TAX C	2722	145	CITY OF MONTROSE		CITY OF MONTROSE	Tax collections 07/16/2025	23,869.66
08/14/2025	TAX C	2723	168	CITY OF MONTROSE - DDA		CITY OF MONTROSE	Tax collections 07/16/25-0	860.33
08/14/2025	TAX C	2724	065	GENESEE COUNTY TREASURE		GENESEE COUNTY TREASURE	Tax collections 07/16/2025	10,932.02
08/28/2025	TAX C	2725	145	CITY OF MONTROSE		CITY OF MONTROSE	Tax collections 08/01/2025	18,021.19
08/28/2025	TAX C	2726	168	CITY OF MONTROSE - DDA		CITY OF MONTROSE	Tax collections 08/01/2025	1,372.80
08/28/2025	TAX C	2727	065	GENESEE COUNTY TREASURE		GENESEE COUNTY TREASURE	Tax collections 08/01/2025	10,502.42
<b>TOTAL Paper Check:</b>								<b>65,558.42</b>
<b>TAX C TOTALS:</b>								
Total of 6 Checks:								65,558.42
Less 0 Void Checks:								0.00
<b>Total of 6 Disbursements:</b>								<b>65,558.42</b>

5

# CITY OF MONTROSE MEMORANDUM

**Date:** September 15, 2025

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

**From:** Chief of Police, Fire Chief, Code Enforcement Activities 

**Subject:** Report of Police, Fire, & Code Enforcement Report for August 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 Montrose Township Police Department responded to fifty-one (46) calls in July.

Of those calls, they included;

- (1) Felony Arrest
- (1) Misdemeanor Arrest
- (4) Traffic Violations
- (9) Verbal Warnings, (1) Accidents
- (4) Assists to other Departments
- (0) Motor Assist
- (4) Medical Calls
- (531) Property Inspections.

## **FIRE DEPARTMENT RESPONSES**

The Fire Department responded to seven (3) calls-for-fire-service or other emergencies such as vehicle accidents, building fire/alarm, medical.

## **CODE ENFORCEMENT RESPONSES**

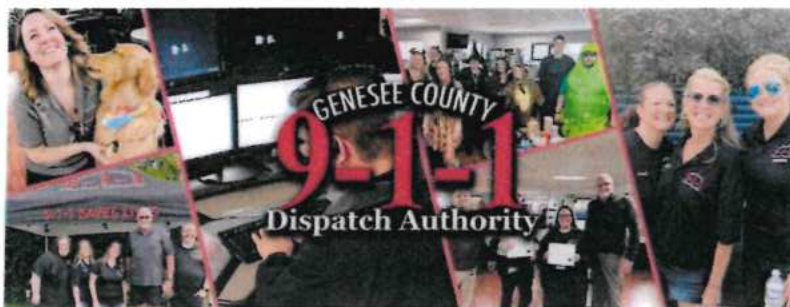
The Code Enforcement Officer received a total of 35 new complaints. Closed 31 of the new complaints. Attributed to the complaints are as follows: 40% exterior blight related issues. 25% inoperable vehicle/unregistered. 30% vehicles/parking in yard/sidewalk complaints. 5% other matters of investigation/research.

Any complaints that remain open may mean the Code Enforcement Officer has given them a set amount of time, or a date, to come into voluntary compliance before writing a citation. Mr. Murlick works 15 hours a week in his role as Code Enforcement Officer.

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

D

## 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

**September 5, 2025**

Re: Executive Directors Report – August 2025

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

In the month of August our Call Takers and Dispatchers dispatched the following number of incidents:

Police Incidents: **39,492**

Fire Incidents: **2,710**

EMS Incidents: **6,422**

Total Incidents: **48,624**

Incoming 9-1-1 Calls: **N/A**

Incoming 99-11 Calls: **N/A**

Total Incoming 9-1-1 Calls: **N/A**

### **Type of Calls:**

VOIP Calls: **2,305**

Cellular Calls: **28,005**

Cell 9-1-1 Hang Ups: **4,773**

Wireless Calls: **647**

Land 9-1-1 Hang Ups: **364**

Public Safety Line – Incoming: **1,480**



## Executive Board and General Membership

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

Text Sessions Incoming: **506**

Text Sessions Outbound: **159**

All Outbound Calls: **6,038**

The daily Average number of Calls into the 9-1-1 Center in the month of August was **N/A** and our daily call volume for the month was from **N/A** per day to **N/A** per day.

**At the time of this report, we cannot complete the hourly stats or the ring times until we have access to HigherGround, we have an open ticket is still open with our phone provider INdigital.**

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

Our call takers and dispatchers have worked **1,596** hours of overtime in the month of August. FYTD, **17,656.25** hours. We had 1 employee on medical leave in the month of August, one with restricted hours, four who cannot work OT and two who can work OT but cannot be mandated.

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

Our part time FOIA Coordinator processed **299** in the month of August, year to date **2,873** FOIA's processed.

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

One Sustained Complaint.

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

Staffing currently.

6 Floor Supervisors, 2 Administration Supervisors (1 Q&A Supervisor, 1 Training Supervisor).

We have 35 fully trained employees, and 4 employees are on short/longer term medical leave, and 4 with overtime medical restrictions. (+3-MOU Call taker only), (+6 in phones training), (2 Stalled on Phones) (+1 in radio training) (+5 Part-time), 2 phones only (LOU), and 1 Fire/EMS Radio Trained.

## Executive Board and General Membership

### **Applications Processed:**

On July 1, 2025, we started accepting applications again for new hires. 17 applications have been reviewed and are in stages of testing in month of August.

### **Resignations & Retirement:**

One new hire resigned after 10 months on the job.

### **Monthly Training:**

No training was conducted do to the move of the 9-1-1 Center.

### **EMS - Critical Status:**

In the Month of August, 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
1-Aug	1	5.43	1	9
2-Aug	1	6.17	1	7
8-Aug	1	0.47	1	4
11-Aug	2	3.78	1	4
13-Aug	1	1.68	1	8
14-Aug	1	2.67	2	7
16-Aug	1	8.45	2	7
18-Aug	1	1.83	1	7
20-Aug	1	0.65	1	9
22-Aug	1	0.17	2	7
23-Aug	1	7.00	1	9
24-Aug	1	2.38	1	7
25-Aug	2	3.72	1	7
30-Aug	1	3.28	1	8
Grand Total	16	47.68	2	9

## Executive Board and General Membership

### Quality Assurance:

Here are the QA's stats as of today:

Call Type	Score	Average
911 HANGUP	1	100.00%
ALARM	1	100.00%
ALERT	1	100.00%
ARCING WIRE	1	100.00%
ARMED ROBBERY	2	100.00%
CHASE	19	100.00%
DISORDERLY	4	94.00%
DOMESTIC	3	100.00%
EMS T-1	12	100.00%
EMS T-2	4	100.00%
ENTRAPMENT	11	100.00%
FULL ARREST	254	99.47%
HARRASSMENT	1	100.00%
NOISE	1	100.00%
PDA	5	98.00%
PI	1	100.00%
RESCUE	2	100.00%
SHOOTING	46	100.00%
SLIM	1	100.00%
STABBING	17	100.00%
STRUCTURE	315	99.61%
SUSP	2	100.00%
TXTX	1	100.00%
UDAA	4	100.00%
UNK ACCIDENT	1	96.00%
WELFARE	1	100.00%
<b>Grand Total</b>	<b>712</b>	<b>99.58%</b>

As of 09-04-2025. 712 calls reviewed, with 12 calls "non-compliant" or below 90% proficiency so far this year.



## Executive Board and General Membership

### Award, Citations, and Recognition:

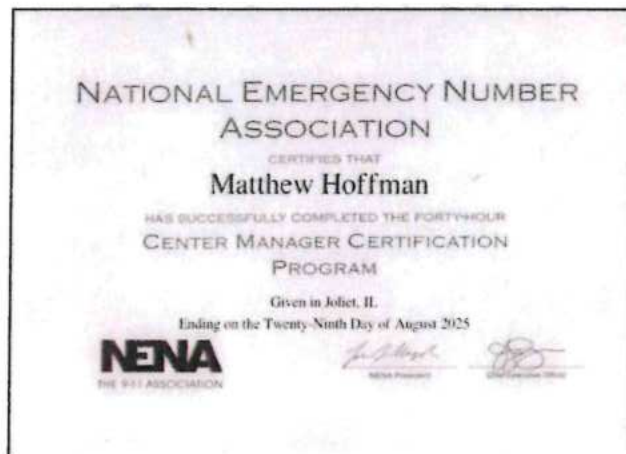
Please join us in Congratulating our team members with anniversary dates this month of August.



## Executive Board and General Membership

### **Management Development Training:**

On August 29, 2025, Supervisor Matt Hoffman graduated from the NENA's course Center Manager Certification Program. This comprehensive course is designed to equip aspiring communication center managers or directors with the essential knowledge, skills and abilities needed to excel in the management of emergency communication centers (ECCs). Congratulations Supervisor Matt Hoffman.



## Executive Board and General Membership

### **Tactical Dispatching:**

During the month of August, we deployed our Tactical Dispatchers out to several events this summer. These events were Back to the Bricks, CRIM Race, and the Alley Challenge. A total of 243.5 hours were spent in August related to these events.





## Executive Board and General Membership

### **The Move and Renovations to the Old 9-1-1 Space for MSP:**

Over the past few weeks Supervisor Jake Reitano was reassigned to our management team and together we have completed a wide range of tasks to support the set up and transition to our new 911 center. This included coordination with the project superintendent and trades workers, scheduling vendors for installations, and attending weekly status meetings with Executive Director Jones and Deputy Director Plumb to keep everything on track.

Working with Accounts Manager Valerie Moore, Jake handled multiple purchases as well as several assembly and installation tasks, such as gym equipment, dishwashers, and furniture for the break area, as well as the nursing mother's room. Jake also oversaw the organization and movement of equipment from the old 911 center, coordinated deliveries, and organized the lockbox system and made copies of critical keys.

With the assistance of Joe Wambold from our IT department, Joe and Jake cleaned up the last of our equipment from the old center and prepared it for the demolition and renovation crew. Jake also hired a recycling company to dispose of 66 outdated laptops and other computer equipment responsibly.

We would like to Thank you, Jake, for your tremendous assistance!

Jake's words: "It truly is amazing the scope of what we accomplished in the short time frame we had. I am excited for our future here and it gives me great joy to see everyone settling in".



## Executive Board and General Membership

### The Move and Renovations to the Old 9-1-1 Space for MSP – Continued:



## Executive Board and General Membership

### **Open House – September 9, 2025:**

On September 9, 2025, we are having an Open House at the New 9-1-1 Center from 11:30am to 1:30pm. We will invite our staff and their families along with our consortium partners, elected Executive & General Membership members, EMS, Fire and Police leadership. We will have light refreshments and be giving guided tours.



E.

# **CITY OF MONTROSE**

## **MEMORANDUM**

**Date:** September 16, 2025

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

**From:** Sam Spence, DPW Supervisor

**Subject:** DPW Report for August 2025

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### **STREETS**

- Streets were swept multiple times.
- Painted all yellow road dividing lines.
- All Blueberry festival barricades/Road Closure signs were placed before and removed after.
- Fixed washed out storm drain at Lincoln St. and Oak St.
- Hickory St. was patched prior to Blueberry festival.
- Painted all DDA/City white parking lines.

### **PARKS & RECREATION**

- Lions Park pavilion and restroom approach were cleaned and power washed.
- Lions Park picnic tables were repainted.
- Lions Park fence line trimmed and cleaned up.
- Assisted Powell and Sons in cleanup of dangerous trees in Lions Park.

### **SEWER/WATER**

- All water samples were completed and reported.

### **BUILDINGS/GROUNDS**

- Mowed all city parcels.
- Watered DDA flowers multiple times weekly.

CITY OF MONTROSE  
MEMORANDUM

**DATE:** September 23, 2025

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

**FROM:** Kim Lynch, Interim Treasurer

**SUBJECT:** Report on the Treasurers Department for August 2025

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The 2025 Summer Property Tax bills were due September 15, 2025. Payments may still be made at City Hall through the end of February 2026. Beginning March 3, 2026, all unpaid balances will be turned over to the Genesee County Treasurer for collection.

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**Summer 2025 Tax Collection Summary (as of September 17, 2025)**

Taxing Authority	Total to Collect	Taxes Collected	% Collected
Unit Operations	\$571,956.14	\$522,768.99	91.4%
DDA Millage	\$15,564.14	\$13,540.05	87.0%
Public Safety	\$133,180.47	\$121,727.29	91.4%

Overall, the City has collected a strong percentage of the 2025 Summer property tax levy.

---

**Department Updates**

- Training has started with our new Deputy Treasurer employee. She is fitting in very well, and the office is pleased with her progress and contributions so far.
  - Marcy will attend the Michigan Municipal Treasurers Association Fall Conference at the end of September. The MMTA is a highly reputable and valuable organization for municipal treasury professionals, and the training provided will be especially beneficial for her as a new employee.
  - Bank accounts are **almost all reconciled** through August 2025.
  - Preparations are underway for fiscal year-end audit fieldwork.
  - It has been a true pleasure to work with the City of Montrose and to witness steady progress within the Treasurer's Department. Each week, stronger relationships are being built, long-standing questions are being resolved, and unfinished work is being brought to completion.
-





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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
 PERIOD ENDING 08/31/2025

Page: 1/10

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2025 'ORMAL (ABNORMAL) 'ORMAL	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND					
Revenues					
101-000-403	PROPERTY TAXES - OPERATING LEVY	553,240.00	36,540.79	516,699.21	6.60
101-000-406	PROPERTY TAXES - DDA CAPTURE	(115,000.00)	0.00	(115,000.00)	0.00
101-000-427	PROPERTY TAXES - PUBLIC SAFETY LEVY	128,823.00	8,508.52	120,314.48	6.60
101-000-432	PAYMENT IN LIEU OF TAXES (PILT)	10,000.00	0.00	10,000.00	0.00
101-000-445	PENALTIES AND INTEREST ON TAXES	2,500.00	0.00	2,500.00	0.00
101-000-447	PROPERTY TAX ADMIN FEE	21,829.00	842.15	20,986.85	3.86
101-000-476	BUSINESS LICENSES AND PERMITS	900.00	50.00	850.00	5.56
101-000-477	CATV FRANCHISE FEES	14,000.00	0.00	14,000.00	0.00
101-000-479	BUILDING PERMITS	3,918.60	860.00	3,058.60	21.95
101-000-574	STATE REVENUE SHARING	240,000.00	41,418.00	198,582.00	17.26
101-000-626	CHARGES FOR SERVICES	0.00	500.00	(500.00)	100.00
101-000-628	COPY AND REPORT FEE	1,037.57	12.90	1,024.67	1.24
101-000-651	CITY PARK FEES	190.00	30.00	160.00	15.79
101-000-657	FINES	1,644.31	431.59	1,212.72	26.25
101-000-665	INTEREST EARNED	12,000.00	27.39	11,972.61	0.23
101-000-671	VILLAGE OF CHESANING EQUIP RENTAL	1,811.68	0.00	1,811.68	0.00
101-000-675	PUBLIC CONTRIBUTIONS	500.00	0.00	500.00	0.00
101-000-676	REIMBURSEMENTS	25,000.00	1,420.00	23,580.00	5.68
101-000-693	SALE OF FIXED ASSETS	50,000.00	0.00	50,000.00	0.00
101-000-694	MISCELLANEOUS	1,075.60	0.00	1,075.60	0.00
TOTAL REVENUES		953,469.76	90,641.34	862,828.42	9.51
Expenditures					
101	MAYOR & COUNCIL	34,548.00	2,099.41	32,448.59	6.08
172	MANAGER	34,127.00	5,200.67	28,926.33	15.24
215	CLERK	84,125.85	10,108.60	74,017.25	12.02
223	AUDITOR	25,400.00	53.47	25,346.53	0.21
247	BOARD OF REVIEW	2,932.00	85.94	2,846.06	2.93
253	TREASURER	39,638.00	19,371.49	20,266.51	48.87
257	ASSESSOR	17,000.00	2,145.52	14,854.48	12.62
261	SECRETARY	26,995.65	3,107.09	23,888.56	11.51
262	ELECTIONS	38,640.00	53.66	38,586.34	0.14
265	BUILDING AND GROUNDS	24,971.25	3,505.95	21,465.30	14.04
301	POLICE	26,429.50	3,413.04	23,016.46	12.91
336	FIRE DEPARTMENT	550.00	0.00	550.00	0.00
345	PUBLIC SAFETY DEPARTMENT (POLICE & FIRE)	433,638.24	35,602.44	398,035.80	8.21
371	BUILDING INSPECTION DEPARTMENT	31,600.00	4,778.30	26,821.70	15.12
441	DEPARTMENT OF PUBLIC WORKS	124,074.75	7,354.94	116,719.81	5.93
448	STREET LIGHTS	27,539.40	1,833.36	25,706.04	6.66
701	PLANNING	58,965.00	895.16	58,069.84	1.52
702	ZONING	1,423.00	53.47	1,369.53	3.76
751	PARKS AND RECREATION	53,953.00	14,400.26	39,552.74	26.69
790	LIBRARY	4,000.00	0.00	4,000.00	0.00
TOTAL EXPENDITURES		1,090,550.64	114,062.77	976,487.87	10.46
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		953,469.76	90,641.34	862,828.42	9.51
TOTAL EXPENDITURES		1,090,550.64	114,062.77	976,487.87	10.46
NET OF REVENUES & EXPENDITURES		(137,080.88)	(23,421.43)	(113,659.45)	17.09

09/17/2025 03:20 PM  
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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
 PERIOD ENDING 08/31/2025

Page: 2/10

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	AVAILABLE	% BDOGT USED
		AMENDED BUDGET ORMAL	08/31/2025 (ABNORMAL) ORMAL	BALANCE (ABNORMAL)	
Fund 202 - MAJOR STREETS					
Revenues					
202-000-459	SP. ASSESSMENT - GENESEE ST. DRIVEWAY	3,939.00	0.00	3,939.00	0.00
202-000-460	SP. ASSESSMENT - WASHINGTON ST RECONST.	3,700.00	0.00	3,700.00	0.00
202-000-546	STATE GRANTS - HIGHWAY AND STREETS	187,500.00	0.00	187,500.00	0.00
202-000-567	ACT 17 TRUNKLINE	3,000.00	0.00	3,000.00	0.00
202-000-665	INTEREST EARNED	750.00	0.00	750.00	0.00
TOTAL REVENUES		198,889.00	0.00	198,889.00	0.00
Expenditures					
000	202	130,063.00	0.00	130,063.00	0.00
466	MAINTENANCE	37,837.90	8,921.53	28,916.37	23.58
472	WINTER MAINTENANCE	13,559.00	79.93	13,479.07	0.59
473	TRAFFIC SERVICES	2,145.00	2,402.58	(257.58)	112.01
515	ADMINISTRATION	1,900.00	53.47	1,846.53	2.81
517	STATE TRUNKLINE MAINTENANCE	7,176.00	53.47	7,122.53	0.75
536	OPERATION AND MAINTENANCE	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES		202,680.90	11,510.98	191,169.92	5.68
Fund 202 - MAJOR STREETS:					
TOTAL REVENUES		198,889.00	0.00	198,889.00	0.00
TOTAL EXPENDITURES		202,680.90	11,510.98	191,169.92	5.68
NET OF REVENUES & EXPENDITURES		(3,791.90)	(11,510.98)	7,719.08	303.57

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 3/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 ORMAL (ABNORMAL)	AVAILABLE BALANCE ORMAL (ABNORMAL)	% BDGT USED
Fund 203 - LOCAL STREETS					
Revenues					
203-000-546	STATE GRANTS - HIGHWAY AND STREETS	62,500.00	0.00	62,500.00	0.00
203-000-665	INTEREST EARNED	2,800.00	0.00	2,800.00	0.00
TOTAL REVENUES		65,300.00	0.00	65,300.00	0.00
Expenditures					
473	TRAFFIC SERVICES	500.00	0.00	500.00	0.00
496	MAINTENANCE	36,129.40	6,323.22	29,806.18	17.50
502	WINTER MAINTENANCE	13,125.00	79.94	13,045.06	0.61
503	TRAFFIC SERVICES	3,315.00	2,916.14	398.86	87.97
515	ADMINISTRATION	2,000.00	53.47	1,946.53	2.67
TOTAL EXPENDITURES		55,069.40	9,372.77	45,696.63	17.02
Fund 203 - LOCAL STREETS:					
TOTAL REVENUES		65,300.00	0.00	65,300.00	0.00
TOTAL EXPENDITURES		55,069.40	9,372.77	45,696.63	17.02
NET OF REVENUES & EXPENDITURES		10,230.60	(9,372.77)	19,603.37	91.62

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 4/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 'ORMAL (ABNORMAL)	AVAILABLE BALANCE 'ORMAL (ABNORMAL)	% BDGT USED
Fund 226 - RUBBISH COLLECTION FUND					
Revenues					
226-000-637	MUNICIPAL REFUSE/SOLID WASTE	116,550.00	8,820.00	107,730.00	7.57
226-000-665	INTEREST EARNED	3.00	0.00	3.00	0.00
TOTAL REVENUES		116,553.00	8,820.00	107,733.00	7.57
Expenditures					
528	RUBBISH COLLECTION/DISPOSAL	116,608.00	9,556.50	107,051.50	8.20
TOTAL EXPENDITURES		116,608.00	9,556.50	107,051.50	8.20
Fund 226 - RUBBISH COLLECTION FUND:					
TOTAL REVENUES		116,553.00	8,820.00	107,733.00	7.57
TOTAL EXPENDITURES		116,608.00	9,556.50	107,051.50	8.20
NET OF REVENUES & EXPENDITURES		(55.00)	(736.50)	681.50	1,339.09

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 5/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 ORMAL (ABNORMAL)	AVAILABLE BALANCE ORMAL (ABNORMAL)	% BDGT USED
Fund 240 - MOSQUITO CONTROL FUND					
Revenues					
240-000-455	SPECIAL ASSESSMENTS	30,690.00	2,565.00	28,125.00	8.36
TOTAL REVENUES		30,690.00	2,565.00	28,125.00	8.36
Expenditures					
620	MOSQUITO CONTROL	39,480.00	13,160.00	26,320.00	33.33
TOTAL EXPENDITURES		39,480.00	13,160.00	26,320.00	33.33
Fund 240 - MOSQUITO CONTROL FUND:					
TOTAL REVENUES		30,690.00	2,565.00	28,125.00	8.36
TOTAL EXPENDITURES		39,480.00	13,160.00	26,320.00	33.33
NET OF REVENUES & EXPENDITURES		(8,790.00)	(10,595.00)	1,805.00	120.53



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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 6/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 245 - MSHDA					
Expenditures					
695	MSHDA-NEP	0.00	27,262.00	(27,262.00)	100.00
TOTAL EXPENDITURES		0.00	27,262.00	(27,262.00)	100.00
Fund 245 - MSHDA:					
TOTAL REVENUES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	27,262.00	(27,262.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(27,262.00)	27,262.00	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 7/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 'ORMAL (ABNORMAL)	AVAILABLE BALANCE 'ORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
248-000-403	PROPERTY TAXES - OPERATING LEVY	115,000.00	1,222.21	113,777.79	1.06
248-000-509	JENNINGS MEMORIAL GRANT	0.00	5,750.00	(5,750.00)	100.00
248-000-675	PUBLIC CONTRIBUTIONS	1,200.00	0.00	1,200.00	0.00
248-806-653	DEPOT RENTAL	3,500.00	950.00	2,550.00	27.14
TOTAL REVENUES		119,700.00	7,922.21	111,777.79	6.62
Expenditures					
472	WINTER MAINTENANCE	4,841.00	53.47	4,787.53	1.10
515	ADMINISTRATION	1,400.00	53.47	1,346.53	3.82
528	RUBBISH COLLECTION/DISPOSAL	2,000.00	160.68	1,839.32	8.03
703	DDA ACTIVITIES	26,086.00	2,305.06	23,780.94	8.84
729	COMMUNITY GARDEN	1,400.00	53.47	1,346.53	3.82
806	THE DEPOT	5,687.50	330.72	5,356.78	5.81
TOTAL EXPENDITURES		41,414.50	2,956.87	38,457.63	7.14
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		119,700.00	7,922.21	111,777.79	6.62
TOTAL EXPENDITURES		41,414.50	2,956.87	38,457.63	7.14
NET OF REVENUES & EXPENDITURES		78,285.50	4,965.34	73,320.16	6.34

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
 PERIOD ENDING 08/31/2025

Page: 8/10

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2025 (ABNORMAL) 'ORMAL	BALANCE (ABNORMAL)	
Fund 590 - SEWER FUND					
Revenues					
590-000-455	SPECIAL ASSESSMENTS	500.00	0.00	500.00	0.00
590-000-631	SEWER USAGE COLLECTIONS	115,000.00	20,006.88	94,993.12	17.40
590-000-634	SEWER REPLACEMENT	315,000.00	52,482.33	262,517.67	16.66
590-000-636	LATE CHARGES	7,000.00	1,707.60	5,292.40	24.39
590-000-665	INTEREST EARNED	2,000.00	710.36	1,289.64	35.52
590-000-669	GAIN (LOSS) ON INVESTMENTS	3,000.00	0.00	3,000.00	0.00
590-931-681	TRANSFER FROM MAJOR STREET FUND	130,199.00	0.00	130,199.00	0.00
TOTAL REVENUES		572,699.00	74,907.17	497,791.83	13.08
Expenditures					
536	OPERATION AND MAINTENANCE	187,541.30	23,842.56	163,698.74	12.71
538	CHARGES FOR SERVICES-COUNTY	205,310.70	3,127.34	202,183.36	1.52
TOTAL EXPENDITURES		392,852.00	26,969.90	365,882.10	6.87
Fund 590 - SEWER FUND:					
TOTAL REVENUES		572,699.00	74,907.17	497,791.83	13.08
TOTAL EXPENDITURES		392,852.00	26,969.90	365,882.10	6.87
NET OF REVENUES & EXPENDITURES		179,847.00	47,937.27	131,909.73	26.65

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE  
PERIOD ENDING 08/31/2025

Page: 9/10

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 ORMAL (ABNORMAL)	AVAILABLE BALANCE ORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND					
Revenues					
591-000-454	HYDRANT ASSESSMENT	12,540.00	1,120.00	11,420.00	8.93
591-000-618	TURN ON FEES	0.00	70.00	(70.00)	100.00
591-000-619	TURN OFF FEES	0.00	70.00	(70.00)	100.00
591-000-620	WTR OP/MAIN	371,609.00	62,660.50	308,948.50	16.86
591-000-632	WATER USAGE COLLECTIONS	241,198.00	41,634.18	199,563.82	17.26
591-000-633	NSF CHARGES	0.00	50.00	(50.00)	100.00
591-000-636	LATE CHARGES	10,000.00	2,532.47	7,467.53	25.32
591-000-665	INTEREST EARNED	5,125.00	869.23	4,255.77	16.96
591-000-694	MISCELLANEOUS	1,000.00	0.00	1,000.00	0.00
TOTAL REVENUES		641,472.00	109,006.38	532,465.62	16.99
Expenditures					
536	OPERATION AND MAINTENANCE	361,098.50	56,236.14	304,862.36	15.57
538	CHARGES FOR SERVICES-COUNTY	388,500.00	32,356.69	356,143.31	8.33
906	DEBT SERVICE	62,498.00	32,047.88	30,450.12	51.28
TOTAL EXPENDITURES		812,096.50	120,640.71	691,455.79	14.86
Fund 591 - WATER FUND:					
TOTAL REVENUES		641,472.00	109,006.38	532,465.62	16.99
TOTAL EXPENDITURES		812,096.50	120,640.71	691,455.79	14.86
NET OF REVENUES & EXPENDITURES		(170,624.50)	(11,634.33)	(158,990.17)	6.82

09/17/2025 03:20 PM  
User: KIM  
DB: Montrose

REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE

Page: 10/10

PERIOD ENDING 08/31/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 08/31/2025 ORMAL (ABNORMAL)	AVAILABLE BALANCE ORMAL (ABNORMAL)	% BDGT USED
Fund 703 - CURRENT TAX COLLECTION FUND					
Revenues					
703-000-665	INTEREST EARNED	0.00	293.26	(293.26)	100.00
TOTAL REVENUES		0.00	293.26	(293.26)	100.00
Fund 703 - CURRENT TAX COLLECTION FUND:					
TOTAL REVENUES		0.00	293.26	(293.26)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	293.26	(293.26)	100.00
TOTAL REVENUES - ALL FUNDS		2,698,772.76	294,155.36	2,404,617.40	10.90
TOTAL EXPENDITURES - ALL FUNDS		2,750,751.94	335,492.50	2,415,259.44	12.20
NET OF REVENUES & EXPENDITURES		(51,979.18)	(41,337.14)	(10,642.04)	79.53




H

# CITY OF MONTROSE

## MEMORANDUM

**Date:** September 11, 2025

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

**From:** Joe Karlichek, City Manager 

**Subject:** City Manager Report to Mayor & City Council

---

In an effort to keep City Council well-informed, Administration is providing a monthly Active Project Update Report. This report outlines the status, progress, and notable activity of ongoing projects and key initiatives, it is by no means an all-inclusive list of the activities of management.

### **ADMINISTRATIVE UPDATES**

- SWOT report was time consuming and revealed a great deal of information needed to improve the city's operations, delivery of services and staff.
- Daily meetings and discussions with city administration staff.
- Met with and/or 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.
- City Hall entry doors examined with three (3) quotes to move from a key entry system to a FOB system.
- Continued review of the Employee Personnel Handbook. Handbook is undergoing full overhaul due to so many outdated policies or policies. Hoping to have this completed for council review October or November at the latest.
- Building global CIP plan in preparations for FY26/27 Budget.
- Working with Code Enforcement on Rental Inspection. Property review/assessment and rental units near complete. Next step is to update forms/communications.
- Engaged with GCMPC and HUD Funding for the CDBG sidewalk program. Funding has not been released yet. City council has, within its packet, a Resolution to adopt to enable city administration to be authorized to accept reimbursement & contract(s).

### **PUBLIC SAFETY**

- Met with Fire Chief and Police Chief for review and implementation of SWOT analysis.
- Multiple meetings with Police Chief surrounding Law Enforcement Activities in the city.
- Continue to monitor Federal & State Grant opportunities for police/fire. They are slim to none, at this time.

### **BOARDS/COMMISSIONS**

- Month long preparations city council packet for September 23, 2025 meeting.
- Prepared Planning Commission Packets and held PC meeting Thursday September 11, 2025.
- Prepared DDA Packets and held DDA meeting September 18, 2025.
- Held City Council Meeting August 26, 2025.

### **WEBSITE & INFORMATION TECHNOLOGY (IT)**

- Multiple updates conducted to our current website.
- Revize continues the site mapping of the new website and upgrades.
- Updated city's NetSource agreement for IT services. Current agreement was insufficient & adding costs that were unnecessary.
- UPS battery backup has been replaced due to problematic issues and performance due to aging. Cost was very minimal.

### **GRANTS**

- City undergoing a Grant Funded Water Rate Study. I met with Bendzinski & Co. for a preliminary review. We discussed the long-term operational needs of the city, labor, infrastructure, and equipment. We may have a 1<sup>st</sup> draft report next month. I also requested what the cost would be for Sewer Study and awaiting that proposal.
- City Administration working with F&V researching Grant opportunities for city eligible infrastructure, parks and grounds.
- Closed out MI-HOPE Grant with Creative Solutions (this was part of the Retro Foam/MI-Hope Grant. Still working with Pierre at MSHDA to obtain Administrative reimbursement.

### **CITIZEN/BUSINESS INTERACTIONS**

- Answered phone calls and emails over weekends from citizens concerns relative to zoning/garbage concerns.
- Assisted 12 citizens at city hall relative to routine questions, permits, etc.
- Visited downtown businesses.

### **ONLINE CONTINUING EDUCATION & TRAINING**

- Live with the League (MML) reviewing potential Legislation activities across the State.
- Continue to review training opportunities for self and staff. Plan to attend FOIA training October 1.

I.

# CITY OF MONTROSE MEMORANDUM

**Date:** September 16, 2025

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

**From:** Timothy Mazur, Building Official

**Subject: Receive and File City Building Inspector August 2025 Report**

---

The following has been performed for the month of August 2025. This is not inclusive to the month of July as work and permits do/can carry over month to month.

- One (1) Approved Permit
- Two (2) In-Progress.
- One (1) Demo Inspection

I also handled numerous phone calls and in-person visits with contractors and homeowners.

**Recommendation: City Council Receive and File Report**



### **Elected City Officials**

Thomas Banks, Mayor  
Mark Richard, Mayor Pro-Tem  
Melissa Hoose, Council Member  
Todd Pangle Council Member  
Lori Machuk, Council Member  
Robert Arnold, Council Member  
Ryan Heslop, Council Member

### **Appointed City Officials**

Joe Karlichek, City Manager  
Kim Lynch, Finance Manager  
Marcy Collins, Deputy Treasurer  
Sam Spence, DPW Supervisor  
Christine Schultz, Secretary  
Christina Rush, City Clerk  
Jamie Cochran, Police Chief  
George Taylor, Fire Chief  
Robert Naumann, Assessor  
Tim Mazur, Building Inspector  
Scott Murlick, Code Enforcement  
Lori Machuk, DDA Chair  
Ray Foust, Planning Chair

FALL / WINTER 2025 – 2026

# **CITY of MONTROSE**



[www.cityofmontrose.us](http://www.cityofmontrose.us)

## **CITY MANAGER MESSAGE**

I want to thank the many residents, business owners and colleagues across the County for your warm welcome. I also want to thank all of our staff, our DPW, our Police and Firefighters. Your commitment to the City is deeply valued and I know our citizens appreciate, as much as I do, your hard work and sacrifices.

Montrose has a strong tradition of core family values, schools, and being neighborly. I come from a community (Flushing) who shares the same values. My commitment to the city is to uphold these values, usher in an era of transparency of local government, create a culture of hospitality, support our business community and ensure our city government delivers unrivaled quality of service to keep our community safe, clean and thriving.

I hope you find this newsletter useful as we increase the consistency of communication. I look forward to working with City Council in developing strong long-term policies that support our entire community, continue meeting with our community, veterans, school system, philanthropic organizations and support our community in every way.

### **Inside this Edition**

- ❖ City Manager Message
- ❖ DPW Message
- ❖ Code Enforcement Message
- ❖ Police Chief Message
- ❖ Fire Chief Message
- ❖ Building Inspector Message
- ❖ MISS DIG
- ❖ DDA Message
- ❖ Business Spotlight
- ❖ Community Events
- ❖ 2026 Water/Sewer
- ❖ FAQ
- ❖ City Activities
- ❖ City Hall Holiday Closures



**City Manager, Joe Karlichek**

### **DPW MESSAGE – Sam Spence**

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- Do not place leaves, grass, or sticks in the road.
- Please check your mailbox for sturdiness.
- Locate outside water shutoff, as well as interior shutoff near water meter.
- Please shovel sidewalks for our walkers.
- Please keep a safe distance when the DPW plow trucks are out.
- Keep an eye out for the yellow safety vests. Remember all city streets are 25MPH.

### **CODE ENFORCEMENT MESSAGE – Scott Murlick**

---

- Exterior property must be kept clean.
- All vehicles on property must be registered and operable.
- Premises identification must be visible and is required.
- You cannot park in the front yard in the City of Montrose.
- Grass or weeds cannot reach heights over 10 inches and may change next spring to 6 or 7 inches.
- Residents are responsible for the removal of snow on your sidewalks.

### **POLICE CHIEF MESSAGE – Jamie Cochran**

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As the new school year begins, I want to remind everyone to drive safely and remain alert, especially in school zones. Please slow down, watch for crossing guards, and always stop for school buses when their red lights are flashing. Let's work together to ensure the safety of our children during drop-off and pick-up times by being patient and respectful to one another.

Additionally, I encourage all residents to take a few extra precautions: avoid leaving valuables in your vehicles and remember to lock them up at night. These small steps can go a long way in helping prevent crime in our neighborhoods.

If you see anything suspicious, don't hesitate to call 911. Your vigilance helps us keep our community safe.

Lastly, I'm pleased to share that we had another **very successful Blueberry Festival** this year with hardly any issues reported. Thank you to everyone who helped make it a safe and enjoyable event!

I hope everyone had a wonderful summer—stay safe, and let's have a great school year!



## **FIRE CHIEF MESSAGE - George Taylor**

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- Please read your burning permits and follow them per the City Of Montrose Ordinances. Burn Permits are available at City Hall at no cost.
- When the Fire Department receives a 911 call, we have to respond no matter what the call.
- Fall burning of leaves is coming upon us. Please be aware of the smoke traveling towards your neighbors as well as across the roads which distracts traffic.
- Please change your Smoke Detector & Carbon Monoxide Batteries!
- School is now in session, please watch out for the students walking to school.

*Burning of leaves and grass clippings is only allowed from sunrise to sunset on every Saturday and Sunday during the months of April, May, October and November.*

*Link to Ordinances: [https://library.municode.com/mi/montrose/codes/code\\_of\\_ordinances](https://library.municode.com/mi/montrose/codes/code_of_ordinances)*

## **BUILDING INSPECTOR MESSAGE – Tim Mazur**

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I am here to support our Business Community and those who are improving their property!

City of Montrose Building Official is here to answer your questions about the building, zoning and the permitting process and guide you through the details so that your home or business not only looks great when you are done with your project but can be done right. Permits can be obtained through the city office or online.

<https://www.cityofmontrose.us/building-department/>

Your home or business is an investment, and so if your construction project does not comply with city ordinances the value of your investment may be reduced. Property insurers may not cover work done without permits and inspections. If you decide to sell a home or building that has had modifications without a permit, you may be required to make costly repairs.

Thank you to the many business owners and homeowners whom I have met!

If you are planning to do work, such as landscaping or excavating, please contact MISS DIG at least 3 business days prior to conducting excavation on your property.

**Contact MISS DIG at 1-800-482-7171 or 8-1-1. MISS DIG** will notify the public utilities in your area so that they can locate and mark the approximate location of underground lines they own and operate within your proposed work area.



## D.D.A. - BUSINESS SPOTLIGHT - COMMUNITY EVENTS

- ✓ Montrose Fall-O-Ween Fest, Saturday, October 18<sup>th</sup>, Downtown, 4pm-9pm.
- ✓ Costume Drive, now through September 26<sup>th</sup>. Drop off costumes at: Blackbird Market, Wards Barber Shop, Honey B's Boutique, Acorn & Company, & Montrose Candy & Ice Cream. Free shopping day will be Saturday, October 4<sup>th</sup> at Blackbird Market from 12pm-5pm.
- ✓ Depot lights RED on Friday nights through football season!
- ✓ Lighting project for new string lights going up on our downtown light poles!
- ✓ Mums & Fall Decorations going out soon to our Downtown!
- ✓ Handicap grant that was dispersed to Local Business!

Please visit our page for meetings, agendas, updates and more!

<https://www.cityofmontrose.us/dda/>

## WELCOME OUR NEW BUSINESSES!

- Honey B's Boutique located at 119 W. State St.
- Montrose Candy & Ice Cream re-opened at the beginning of August located at 124 West State Street.

## UPCOMING COMMUNITY EVENTS!



## 2026 Water/Sewer Information

Billing Period	Date Billed	Date Due	Shutoff Date
12/10 to 1/9	January 12	January 26	2/9/26
1/10 to 2/9	February 10	February 25	3/10/26
2/10 to 3/9	March 10	March 25	4/8/26
3/10 to 4/9	April 9	April 27	5/7/26
4/10 to 5/9	May 11	May 26	6/9/26
5/10 to 6/9	June 10	June 24	7/8/26
6/10 to 7/9	July 9	July 27	8/10/26
7/10 to 8/9	August 11	August 25	9/9/26
8/10 to 9/9	September 10	September 23	10/8/26
9/10 to 10/9	October 12	October 26	11/9/26
10/10 to 11/9	November 10	November 23	12/9/26
11/10 to 12/9	December 10	December 23	1/7/27

(Dates may be subject to change due to inclement weather, staffing or tower issues)

### FAQ:

#### **Where does my water come from?**

Montrose receives its water from the Karegnondi Water Authority (KWA). It is a municipal corporation responsible for distributing water services in the Mid-Michigan and Thumb areas of the State of Michigan. Members of the authority are the cities of Flint and Lapeer, and the counties of Genesee, Lapeer and Sanilac.

#### **How does Montrose ensure the quality of the water?**

The City staff regularly tests the water. The City also completes an annual consumer confidence report,

#### **How is my water bill calculated?**

Water and sewer usage is measured in gallons.

Water meters are read electronically by our utility biller each month to determine actual usage. Sewer charges are billed based on water usage.

Water is billed at a flat \$34.25 "ready to serve" fee per billing plus .00758 per 1,000 gallons. The cost of 1,000 gallons of water usage is \$7.58,

Sewer is billed at a flat \$28.75 "ready to serve" fee per billing plus .00300 per 1,000 gallons. The cost of 1,000 gallons of sewer usage is \$3.60

#### **Is there a penalty for late payment?**

Payments made after 6p.m. on the due date will be assessed a 10% penalty.

#### **Why was my service shut off and how can I get it restored?**

Customers who have at least two months past due will receive a "red" shutoff notice.

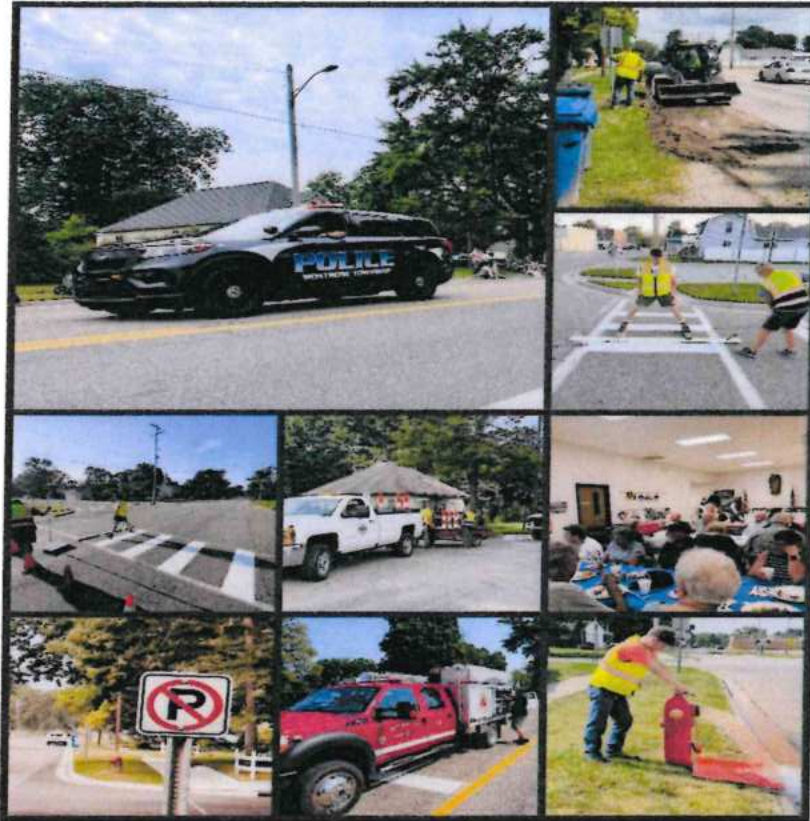
Shut off date is normally the 8th day of the month, but it can fluctuate from the 5th to the 10th.

The minimum payment indicated on the bill must be received in the city office by 6p.m. the day before the shut-off date. To restore the service the account must be paid in full including off/on fees.

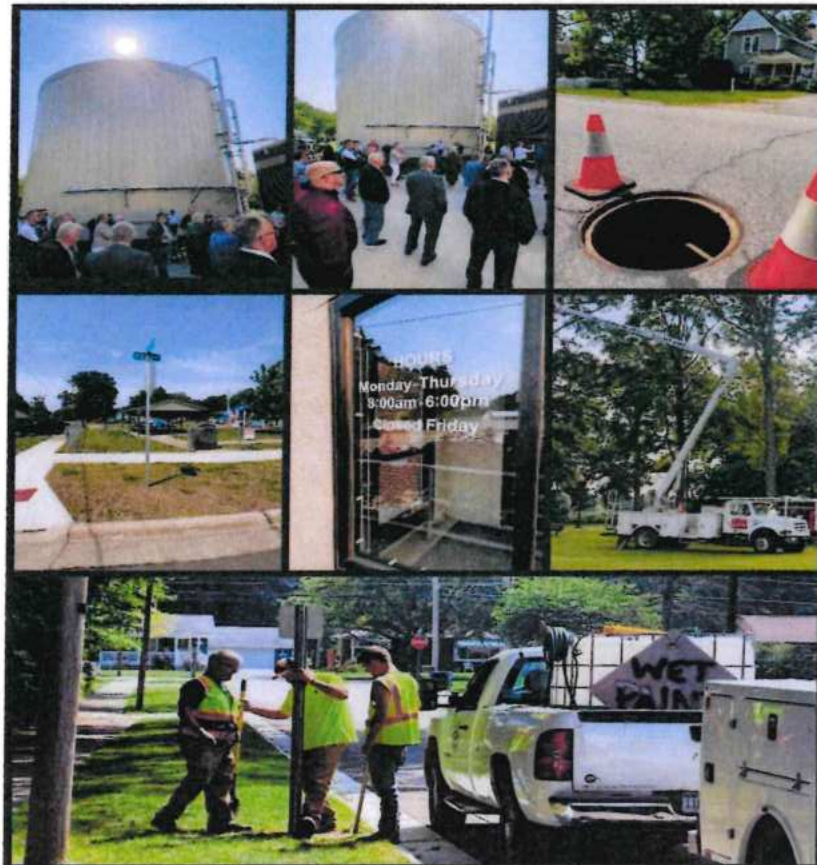
**Please contact City Secretary, Christine Schultz: 810.639.6168 Ext. 1 for Utility Bills,  
Burn Permits, Depot Rental, Blueberry Park or Lions Park rental!**



# CITY of MONTROSE ACTIVITIES!



**Your DPW,  
Police, and Fire  
Department  
Work Hard  
to  
Keep  
Our  
Community  
Clean  
&  
Safe!**



## City Hall Closure for Holidays

- ❖ November 27 & 28 (Thanksgiving)
- ❖ December 24, 25, 26 (Christmas Eve, Christmas )
- ❖ December 31 (New Years Eve)
- ❖ January 1 (2026) New Years Day
- ❖ January 19 (2026) Martin Luther King

RECEIVED

SEP 11 2025

CITY OF MONTROSE

EVENT INFORMATION

Event Name/Title: Montrose Spooktacular

Event Start Date: 1pm Event End Date: 4pm

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

☒ Other: Trunk or Treat

Event Description: \_\_\_\_\_

Trunk or Treat & Vendors at Lions Park

Is this a multi-day event? ☐ Yes ☒ No if so, how many days? \_\_\_\_\_

Is there an admission fee? ☐ Yes ☒ No

• If so, please include admission fee details in the event description above.

What is the anticipated attendance? 100+

**Event Set-Up & Tear Down:**

Set-Up Date: Oct 5th Set-Up Time: 10 am/pm to \_\_\_\_\_ am/pm

Event Start Time: 1 am/pm

End Date: Oct 5th End Time: 10 am/pm

Tear Down Date: Oct 5th Tear Down Time: 4 am/pm to 6 am/pm

CONTACT INFORMATION

Organization Name: Montrose Candlewalk

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

☐ Church ☒ Other DBA - - -

Address: 12033 Seymour Rd.

Phone Number: 810-845-9443 Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Event Organizer:**

Name and Title: Ashley & Bonna Persall - - - - -

Address: 13299 Duffield Rd.

Phone/Cell Number: 810-845-9443 / 810-845-0775

Email Address: \_\_\_\_\_

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

Name and Title: Karen Walker - - - - -

Address: \_\_\_\_\_

Phone/Cell Number: 810-510-4843

Email Address: \_\_\_\_\_

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

Name and Title: Ashley Persall .....

Address: - - - - -

Phone/Cell Number: 810-845-9443 .....

Email Address: .....

## TEMPORARY STREET CLOSURE

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

Closure Start Date: \_\_\_\_\_ Closure Start Time: \_\_\_\_\_ am/pm

Closure End Date: \_\_\_\_\_ Closure End Time: \_\_\_\_\_ am/pm

Street Names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What is the purpose for the proposed street closure? \_\_\_\_\_

\_\_\_\_\_

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_



## EVENT SPECIFICS

Please check all that apply:

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

How will the following utilities be provided?

Electrical: \_ \_ \_ \_ \_

Water: \_ \_ \_ \_ \_

Other: \_ \_ \_ \_ \_

### **SITE PLAN/MAP INSTRUCTIONS:**

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

## IDEMNIFICATION AGREEMENT

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

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

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

Ashley Rensall

Print Name

Title

Ashley Rensall

Signature

8-28-2025

Date

### City Use Only

Date Submitted: \_\_\_\_\_

### Department Head Review/Approval:

City Manager: ☒ Yes ☐ No

Conditions? \_\_\_\_\_

Signature: \_\_\_\_\_

Date

DPW: ☐ Yes ☐ No

Conditions? \_\_\_\_\_

Signature : \_\_\_\_\_

Date

**Police Department:**      ☐ Yes      ☐ No

Conditions? \_ \_ \_ \_ \_

\_\_\_\_\_  
Signature: \_ \_ \_ \_ \_  
Date

**Fire Department:**      ☐ Yes      ☐ No

Conditions? \_ \_ \_ \_ \_

\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date

**City Council:**      ☐ Yes      ☐ No

Conditions? \_ \_ \_ \_ \_

\_\_\_\_\_  
Signature : \_\_\_\_\_  
Date




## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT</b>	
	Gaslamp Insurance Services	NAME:	Event Helper Customer Service
	DBA Event Helper Insurance Services	PHONE	(855) 493-8368
	PO Box 1549	(A/C No. Ext):	
	Grass Valley	E-MAIL	info@theeventhelper.com
	CA 95945	ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A:	Evanston Insurance Company
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG \$ 2,000,000
	OTHER:					Deductible \$ 1,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY					\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: Holiday Event - Not Haunted - No Admission Charge/Open to the Public.

**CERTIFICATE HOLDER****CANCELLATION**

Lions Park 225 Alfrad St Montrose MI 48457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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COMMERCIAL GENERAL LIABILITY  
POLICY NUMBER: 3DS5476-M4057195

## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Lions Park  
225 Alfred St  
Montrose MI 48457

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



Lr

# CITY OF MONTROSE MEMORANDUM

**Date:** September 16, 2025

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

**From:** Joe Karlichek, City Manager

**Subject:** Consider Approval of DDA Sponsored Fall-O-Ween Fest

---

**Background:** The DDA unanimously approved to sponsor the event with the downtown business community. A list of events and map to include a Hay Ride is provided.

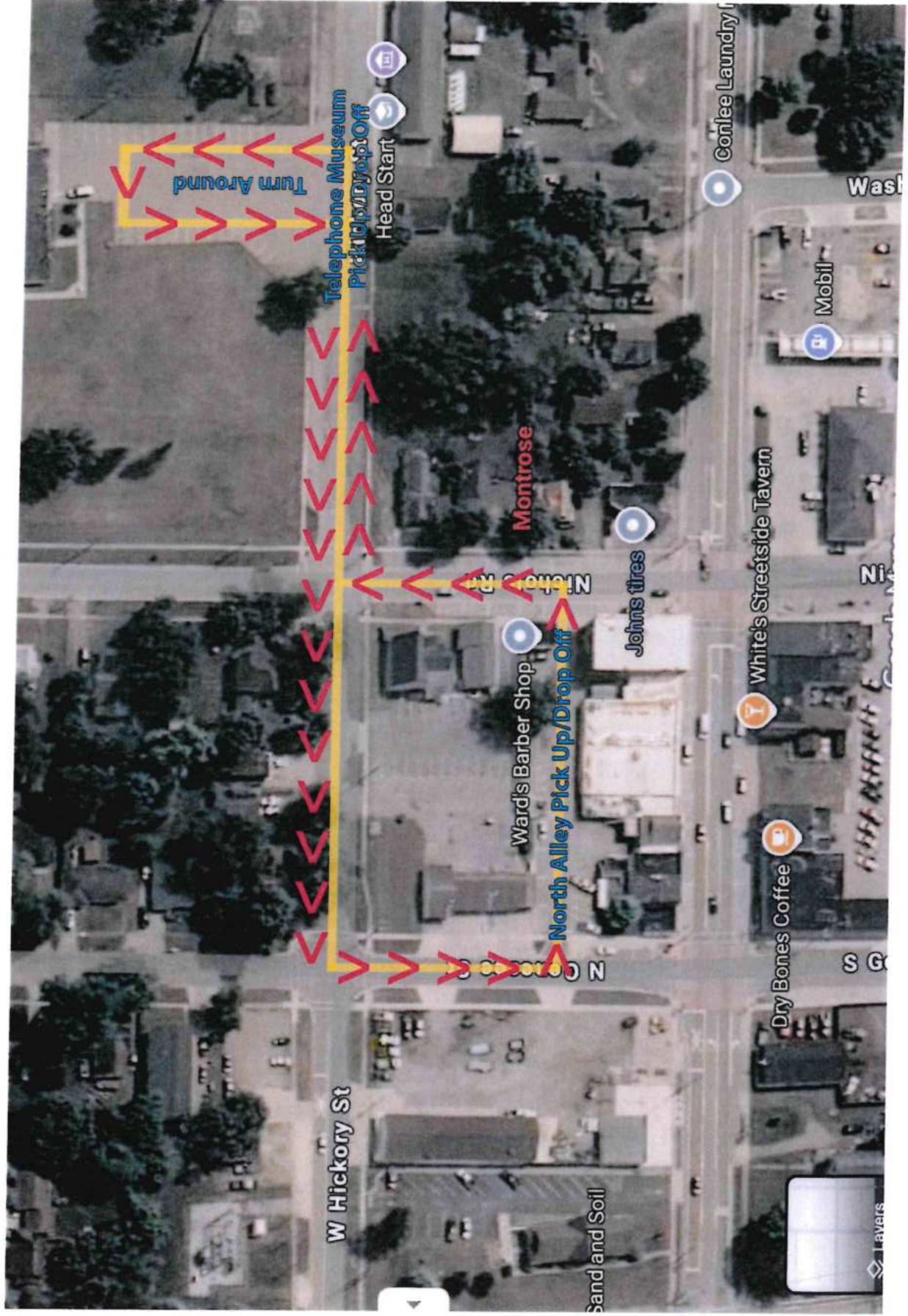
City Administration is coordinating with DPW and Police alongside the DDA Chairwoman in coordinating the event that includes partial closure of the roadway from 4 – 6 p.m. on the day of event only. Roads are city controlled roads and the DPW and staffed police officer will be present.

**Recommendation:** City Administration recommends Approval Fall-O-Ween Fest for October 18, 2025.

# Proposed Hay Ride Route Montrose Fall-O-Ween Fest

Saturday, October 18th

Rides From 4pm-6pm



## **Fall-O-Ween Fest (tentative) List of Events**

Hayrides from 4pm-6pm - Pick up/drop off in the north alley and pick up/drop off at the Telephone Museum. See map for route.

Possible s'mores in the back alley while people wait.

We are going to have a tent in the plot of land next to White's that is enclosed and have a fog machine, strobe light, music, glow sticks etc. There will also be games.

Whites will be offering a "Midnight Margarita" drink and possibly pumpkin painting.

Montrose Candy is doing graveyard cups or halloween themed treats.

Blackbird is doing candle decoration.

Acorn is having cider and donuts donated by the orchard.

Dry bones is doing crafts.

Honey B's Boutique is in charge of games.

Have not heard back from other businesses as of yet.

We will also have sensory bins we are hoping in front of Fairway.

We have 4 vendors we have accepted.

Baked Goods category is filled

We do not have any food trucks yet.

People will get a "passport" and if they visit all of the stations at the event, they will get a prize at the end.

Decorated doormats will give direction to which event is where.

Mums/hay bales/corn stalks/scarecrows will be throughout the downtown area.

This is not a complete/final list. It is what we have as of 9-15-25.




1.

# CITY OF MONTROSE

## MEMORANDUM

**Date:** September 16, 2025

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

**From:** Joe Karlichek, City Manager 

**Subject:** Consider Approving Agreement for Legal Services

---

**Background:** City council, through past administrations, have had two legal firms representing the city, including a recent a firm out of Grand Rapids the council approved March 25, 2025 at the recommendation of former city manager Barbara Valentine. That firm and its lawyers are located a far distance from the city and exposes the city's finances to a tender point given the considerable cost of \$250.00 per hour. As an example, if an attorney from their firm is to be in attendance at a regularly scheduled meeting the base cost per hour including travel expenses and time spent at a council meeting can cost the city \$3,000.00 or more, per meeting. Travel costs alone from their firm for enforcement is nearly \$1,000.00.

While the firm has a "virtual" system for city council meetings, it apparently was utilized once before and was not "well received." The cost is still, my understanding, at the rate of \$250.00 per hour. The cost is untenable. The current firm is an "at-will firm," as stipulated on page 2 paragraph 4, (*current firm agreement is attached with this memorandum*) and does not require advanced notice within the agreement for the purposes of terminating, if the council chooses.

In addition to general counsel, the city utilizes the current firm for enforcement/prosecutions with separate attorneys (while that practice is not entirely uncommon) having various separate attorneys within a large firm does not facilitate a closer working relationship required to better understand the city's needs and support a true value for law enforcement who are working on tight budgets and with minimal staff such as Montrose. Relationships and understanding bring efficiencies. While many prosecutions result in misdemeanor offenses there is still the hourly cost of \$250.00 per hour and the city has incurred considerable expense as of recent with travel costs.

After investigating past legal fees, conversations with the Montrose Police Chief and its Detective involving criminal matters and cases, and nearly all council members expressing their concerns of the cost, is why I am recommending the Mayor and city council select a new legal firm to represent the city of Montrose.

I invited Mr. Ryan to meet with the police chief and detective to discuss the enforcement and legal areas of the city. Both the chief and detective and I met to discuss the current issues and found the conversation to be productive. The police chief & detective both expressed their unanimous desire to work with Mr. Ryan.

I also have provided, as evidence, an effort to search for other law offices and you will find a second proposal from Giarmarco, Mullins & Horton, PC from Attorney Anthony Chubb. I am very familiar with Mr. Chubb as he is the Genesee County 9-1-1 Consortium Attorney. His proposal includes the costs to provide services for both General Counsel and for Prosecution, including travel costs. This firm is not very different in overall hourly cost with the current firm.

# CITY OF MONTROSE

## MEMORANDUM

**Date:** September 16, 2025

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

**From:** Joe Karlichek, City Manager

**Subject:** Consider Approving Agreement for Legal Services

---

City council should also be aware, I did communicate to the prior law firm/attorney (Ben), to seek any interest in returning, but no conversation was had due to no call back.

Finally, I also reviewed other law firms in the area and revealed that there may be extrinsic circumstances in other communities, in its current existence, that I felt would not be of benefit for the city let alone costs were \$200 or north per hour. I also surveyed throughout the city manager network on costs and found the average cost is \$150.00 - \$275.00 per hour.

Attached is the Proposal and Agreement for Legal Services from the Law Office of John J. Ryan, PLLC and Giarmarco, Mullins & Horton, PC.

City Administration Recommends hiring John J. Ryan, PLLC for the following reason:

Based on cost analyses, interviews with police chief and detective, and review of both law firms/offices it is city administration's recommendation to hire John Ryan, PLLC at monthly (flat fee arrangement) of \$1,500.00 per month up to 15 billable hours per month (\$100.00 per hour) for both General Counsel and Prosecutorial needs for the City of Montrose.

It is estimated, with a change in law office, to save the city as much as, if not more than, \$2,000.00 per month by hiring the Law Firm of John Ryan, PLLC.

Hiring this firm still permits the city hire special counsel, such as labor attorneys, investigations or other matters the city believes is needed if Mr. Ryan is either unavailable or for some reason poses a conflict of interest.

**Recommendation:** City Administration recommends Approval of Agreement with the Law Office of John J. Ryan, PLLC pursuant to City Charter Article IV, "Administrative Service" 4-205 and approve the monthly (flat fee arrangement) of \$1,500.00 per month up to 15 billable hours per month, for both General Counsel and Prosecutorial needs for the City of Montrose.

**JOHN J. RYAN**  
117 W. Oliver Street, Owosso, MI 48867

(810) 410-4204

john.ryan@jryanlaw.com

## EDUCATION

---

**Wake Forest University School of Law**, Winston-Salem, NC  
Juris Doctorate, May 2019

**Syracuse University**, Syracuse, NY  
Master of Arts in Political Science, May 2014, *magna cum laude*

**Rutgers, The State University of New Jersey**, New Brunswick, NJ  
Bachelor of Arts in Political Science with a Sociology minor, May 2012, *summa cum laude*

## EXPERIENCE

---

**Shiawassee County Prosecutor's Office**

September 2024-Present

*Chief Assistant Prosecutor*

- Handle felony matters in Circuit Court, including motions, trials, and sentencing, along with administrative matters and supervision of all Assistant Prosecuting Attorneys in District Court

**The Law Office of John J. Ryan, PLLC**, Owosso, MI

September 2024-Present

*Principal Partner*

- Represent municipal clients in criminal and civil matters, including prosecution for the City of Durand and full-service legal representation for the City of Flushing, the Charter Township of Mount Morris, the Village of New Lothrop, and the Village of New Lothrop DDA

**The McKone Law Firm, PLLC**, Owosso, MI

September 2021-September 2024

*Associate*

- Handled a caseload of civil, criminal, family, and municipal cases, including cases assigned by the Shiawassee County Public Defender and Shiawassee County Circuit Court involving indigent defendants in criminal, juvenile delinquency, neglect/abuse, and Friend of the Court matters

**Shiawassee County Public Defender Office**, Corunna, MI

June 2020-August 2021

*Assistant Public Defender*

- Represented clients in District and Circuit Court, including at arraignments, preliminary examinations, trials, pleas, sentencing, and probation violations

**7<sup>th</sup> Judicial Circuit Court**, Flint, MI

August 2019-May 2020

*Judicial Advisory Assistant to Judge David Newblatt*

- Conducted legal research, drafted opinions and orders, managed courtroom recording system, and managed summary disposition schedule for Criminal-Civil Division Judge



THE LAW OFFICE OF JOHN J. RYAN, PLLC  
117 W. OLIVER ST  
OWOSSO, MI 48867  
[JOHNJRYANATTORNEY@GMAIL.COM](mailto:JOHNJRYANATTORNEY@GMAIL.COM)

---

### **PROPOSAL FOR MUNICIPAL LEGAL SERVICES**

Thank you for your interest in hiring the Law Office of John J. Ryan, PLLC to represent your municipality as City Attorney. I appreciate your interest in my services and would be glad to help the City of Montrose achieve its goals through responsive and comprehensive municipal legal services. Those services include:

- Attendance at monthly Council meetings to address legal concerns that arise related to agenda items, including potential legal liability
- “On-call” services wherein the Mayor and City Manager may contact the municipal attorney with legal questions related to matters of public concern
- Representation in civil litigation not covered by insurance
- Drafting of ordinances, resolutions, and other policy documents for the Council
- Prosecution of low-level misdemeanors and municipal ordinances

**Compensation:** I offer a flat-fee arrangement, whereby the City would pay \$1500 for up to 15 billable hours of work per month, with every hour above 15 being charged at \$150/hour.

I have included a proposed contract for review if the City chooses to engage my services.

Thank you,

John Ryan

## CITY ATTORNEY CONTRACT

This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 between the City of Montrose ("City"), the address of which is 139 S. Saginaw St, Montrose, MI 48457, and Attorney John J. Ryan ("Attorney"), whose address is 117 W. Oliver St., Owosso, MI 48867.

### *RECITALS*

- A. The Attorney wishes to be the City Attorney for the City of Montrose; and
- B. The City and the Attorney have agreed upon the terms and conditions of his engagement as City Attorney and wish to memorialize said terms in writing.

### **IT IS AGREED AS FOLLOWS:**

1. Attorney shall serve as City Attorney for the City of Montrose on an at-will basis, for a term commencing upon the signing of this contract and ending upon (a) written notice by the Attorney that he is withdrawing from his representation of the City or (b) a majority vote of the City Council terminating their engagement with Attorney.
2. The Attorney shall be paid a flat rate of \$1500 per month for up to 15 billable hours, with any billable hours above that billed at a rate of \$150 per hour. After six months of service by the Attorney, a review of the billable hours can be undertaken to determine if a modification of the flat rate amount is appropriate. Travel time, when necessary, will be compensated up to 15 minutes each way, 30 minutes round trip.
3. In exchange for said rate of pay, Attorney agrees to provide the following services:
  - a. Attendance at all Council meetings to address legal concerns that arise before the Council, except where emergency does not allow for attendance or if attendance is deemed not required by the Mayor and City Manager;

- b. "On-call" services wherein the Mayor and City Manager may contact the attorney with legal questions related to matters of public concern;
  - c. Representation of the City in civil litigation not covered by insurance;
  - d. Drafting of ordinances, regulations, resolutions, and other policy documents to further the goals of the elected City Council;
  - e. Prosecution of low-level misdemeanors and municipal ordinances, including ordinances related to blight and nuisance; and
  - f. Any and all other legal services reasonably related to the governance and administration of the City of Montrose.
4. Any modification of this contract shall be by consent of the Attorney and a majority of the City Council as expressed in a vote in open session.

Dated:

\_\_\_\_\_  
Tom Banks, Mayor

Dated:

\_\_\_\_\_  
Joe Karlichek, City Manager

Dated:

\_\_\_\_\_  
John Ryan, City Attorney

# FOSTER SWIFT

FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

Lansing | Southfield | Grand Rapids | Detroit | Holland

Lansing  
313 S. Washington Square  
Lansing MI 48933

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

Walter S. Foster  
1878-1961  
Richard B. Foster  
1908-1996  
Theodore W. Swift  
1928-2000  
John L. Collins  
1926-2001  
Webb A. Smith - Retired

Charles A. Janssen  
Charles E. Barbieri  
Scott L. Mandel  
Michael D. Sanders  
Brent A. Titus  
Brian G. Goodenough  
Matt G. Hrebec  
Deanna Swisher

Thomas R. Meagher  
Douglas A. Mielock  
Scott A. Chernick  
Paul J. Millenbach  
Dirk H. Beckwith  
Brian J. Renaud  
Lynwood P. VandenBosch  
Lawrence Korolewicz  
James R. Doezema  
Anne M. Seuryneck  
Michael D. Homier  
Scott H. Hogan  
Benjamin J. Price  
Michael R. Blum  
Jonathan J. David  
Andrew C. Vredenburg  
Julio I. Pershtman  
Todd W. Hoppe  
Jennifer B. Van Regenmorter

Southfield  
28411 Northwestern Highway – Suite 500  
Southfield MI 48034

Holland  
151 Central Avenue – Suite 260  
Holland MI 49423

Thomas R. TerMaat  
Frederick D. Dilley  
David R. Russell  
Joel C. Farrar  
Laura J. Genovich  
Karl W. Butterer, Jr.  
Mindi M. Johnson  
Ray H. Littleton, II  
Jack L. Van Coevering  
Anna K. Gibson  
Nicholas M. Oertel  
Alicia W. Birach  
Adam A. Fadly  
Michael J. Liddane  
Ryan E. Lamb  
Clifford L. Hammond  
Matthew S. Fedor  
Andrea Badalucco  
Stefania Gismondi

Leslie A. Abdo  
Julie L. Hamlet  
Michael C. Zahrt  
Mark T. Koerner  
Warren H. Krueger, III  
Taylor A. Gast  
Thomas K. Dillon  
Robert A. Hamor  
Jacquelyn A. Dupler  
Dora A. Brantley  
James F. Anderton, V  
Sara L. Cunningham  
Michael A. Cassar  
Alexander S. Rusek  
Amanda J. Dersovahek  
Brandon M. H. Schumacher  
Bryan Cermak  
Kevin J. Roragen  
Steven J. Tjapkes

Erica E.L. Huddas  
Jennifer L. Montasir  
Mikhail Murshak  
Courtney G. Agrusa  
Rachael Kuilema Klein  
Michael R. Kluck  
Gabrielle C. Lawrence  
Kelly Reed Lucas  
Paula K. Manis  
Michael G. Oliva  
Michael H. Rhodes  
Jeffrey S. Theuer  
Lino A. Taormina  
Jeffrey G. Schultz  
Alaina M. Nelson  
Anthony M. Dalimonte  
Benjamin C. Dilley  
Nicholas J. Stock, II  
Keith T. Brown

Grand Rapids  
1700 E. Ildeline NE – Suite 200  
Grand Rapids MI 49525

*Council  
Approved  
3/25/25  
LM*

Writer's Direct Phone: 616.726.2238

Fax: 616.726.6813

Reply To: Grand Rapids

Email: L.Genovich@fosterswift.com

March 24, 2025

*Via E-Mail*

Christina M. Rush, City Clerk, MiPMC  
City of Montrose  
139 S. Saginaw Street  
Montrose, MI 48457  
[clerk@cityofmontrose.us](mailto:clerk@cityofmontrose.us)

Re: Engagement Agreement – City Attorney Services Including Prosecution

Dear Christina:

Foster Swift (the “Firm”) is pleased that the City of Montrose (the “City”) wishes to expand its existing engagement of the Firm to include serving as the City Attorney, including the handling of prosecution matters. This engagement letter will serve as an agreement about the nature and scope of our relationship with the City. This signed letter acknowledges the City’s understanding of the details of our representation.

Our services will be billed to the City on the basis of hourly rates for the time incurred. The hourly rate for the City’s legal work regarding general municipal services, including prosecution, is \$250/hour. Please note that if bond counsel services are required, a separate quote will be provided for those services. Our hourly rate will remain in effect until December 31, 2026, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed to by the City and the Firm. No retainer is required. Time is charged based upon tenths of an hour (six minutes). There are no base minimum charges for activities such as phone calls or e-mails.

Foster Swift does not charge clients separate fees for secretarial or word processing costs, overtime, or other basic overhead costs. Out-of-pocket expenses (such as postage and court filing fees) are charged at the rates set by the entity providing the service. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.



Christina M. Rush, City Clerk, MiPMC

March 24, 2025

Page 2

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

Our responsibility in representing the City is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling its legal matters. In turn, we will need the City's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the City is utilizing our services.

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

We intend to establish a mutually rewarding and enduring relationship with the City as its legal counsel. Nevertheless, the City is free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to the City by written notice to you to that effect, if we determine that the City unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the City would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

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

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

Should you have any questions, please do not hesitate to call us. If you agree with the above, please execute this engagement letter at the bottom. Your return of this letter is the first step in our representation of the City's interests. We look forward to serving you and the City of Montrose.

Very truly yours,

FOSTER SWIFT COLLINS & SMITH PC

*/s/ Laura J. Genovich*

Laura J. Genovich



# FOSTER SWIFT

FOSTER SWIFT COLLINS & SMITH PC II ATTORNEYS

Christina M. Rush, City Clerk, MiPMC

March 24, 2025

Page 3

## AGREED:



(Sign Name)

By:

Barbara Valentine

(Print Name)

Its:

Dated:

March 27, 2025

## E-MAIL ADDRESS FOR INVOICES:

clerk@cityofmontrose.us

**GIARMARCO, MULLINS & HORTON, P.C.**

---

ATTORNEYS & COUNSELORS AT LAW

**GIARMARCO, MULLINS & HORTON, P.C.  
101 W. Big Beaver Road  
10<sup>th</sup> Floor Columbia Center  
Troy, MI 48084**

**Attorneys and Counselors at Law  
Providing Legal Services to Cities, Townships,  
and Public Entities throughout Michigan**

**Anthony Chubb  
Direct Dial: (248) 457-7054  
Cell: (734) 834-1903**

**Presented to:**

**Joseph Karlicheck, City Manager  
City of Montrose  
September 12, 2025**

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**TABLE OF CONTENTS**

I.	EXECUTIVE SUMMARY .....	1
II.	PROFESSIONAL PERSONNEL .....	2
III.	PRIOR EXPERIENCE .....	8
IV.	SCHEDULE.....	9
V.	PROPOSED FEE STRUCTURE.....	9
VI.	ADDITIONAL INFORMATION .....	10
VII.	PROFESSIONAL SERVICES AGREEMENT .....	11

**I. INTRODUCTION AND EXECUTIVE SUMMARY**

I am extremely excited at the opportunity to present a proposal to the City of Montrose. As a lifelong Genesee County resident, and current resident of the City of Flint, I truly appreciate serving our community.

As you will see in my proposal, I currently serve municipalities across the State, including Grand Blanc Township and the Genesee County 911 Commission. I have dedicated my career to municipal defense, and served as the Flint City Attorney during the water crisis prior to joining GMH. For those reasons, I believe I can offer Montrose the benefits and depth of bench of one of the biggest law firms in the State, while also having local knowledge and presence.

GMH's primary office in Troy employs over 65 attorneys and 50 of the highest quality support staff members. The Municipal Law Section of GMH employs 8 attorneys who have dedicated their careers to the representation of governmental entities, including defense and prosecution. While GMH's primary location is in Troy, it also has offices located in Okemos and Munising.

I again thank you for the opportunity to provide this proposal and invite any questions you may have.

Sincerely,

Anthony Chubb, Esq.  
Giarmarco, Mullins & Horton, P.C.  
101 West Big Beaver Road, 10<sup>th</sup> floor  
Troy, Michigan 48084  
(248) 457-7054; Cell: (734) 834-1906  
Email: [achubb@gmhlaw.com](mailto:achubb@gmhlaw.com)

## II. PROFESSIONAL PERSONNEL

### Primary Contact and Lead Attorney

GMH offers **Anthony K. Chubb** as the lead attorney to serve the City. Tony has over 15 years of experience representing municipalities and governmental entities as general legal counsel.

Tony currently serves as City Attorney for the cities of Northville, Keego Harbor, and Saline; as well as General Counsel for Bloomfield, Grand Blanc, and Redford Townships, and the Genesee County 911 Consortium.

Prior to joining GMH, Tony served as the Deputy Chief Legal Officer and subsequently the Chief Legal Officer for the City of Flint. He further honed his labor and employment and collective bargaining agreement negotiation and implementation skills as the City's Director of Human Resources and Labor Relations. He previously served as Assistant General Counsel for the SMART regional transit authority in Detroit, where he focused his practice on labor and employment issues and commercial litigation. Mr. Chubb's extensive background working in-house for municipalities has given him a broad knowledge of both the legal and administrative sides of resolving complex cases.

In addition to general legal counsel, Mr. Chubb has experience in counseling and advising clients on a wide array of topics including FOIA, OMA, employee agreements, employment policies and practices, FMLA & ADA compliance, and best practices for municipal risk management.

Tony has consistently been a leader in his profession and community. He was elected to the Michigan Bar Association Government Law Council (2023-2026) and serves on the Board of Directors of the Grosse Pointe Animal Adoption Society as pro-bono legal counsel (for which he has fostered dozens of dogs.) Mr. Chubb was previously elected to two terms (2017-2020, 2020-2023) to the Genesee County Bar Association Board of Directors.

Tony has an "AV" Peer Review rating from Martindale-Hubbell, the highest ranking by peers for general ethical standards and legal ability.

GMH also offers **Anne R. Gabbert** to assist and advise the City. Ms. Gabbert served over 15 years as an assistant prosecutor, representing both Oakland and Wayne Counties. She has handled criminal matters as serious as capital crimes and as complex as white-collar crime and money laundering. Her practice has, in tandem, included a civil practice of asset forfeiture. Anni's experience in both the prosecutorial and civil practice of asset forfeiture has given her expertise in the field. Anne has also worked closely with crime victims and places great value in her ability to listen and have those she represents feel both seen and heard.



Ms. Gabbert is experienced in labor law and has developed departmental employee policies. She is knowledgeable in the investigation of employee complaints in the workplace, including those involving harassment and discrimination.

***Profiles for both Tony and Anne are attached.***

**GIARMARCO, MULLINS & HORTON, P.C.**  
ATTORNEYS & COUNSELORS AT LAW

EMAIL: [ACHUBB@GMHLAW.COM](mailto:ACHUBB@GMHLAW.COM)  
TENTH FLOOR COLUMBIA CENTER  
101 WEST BIG BEAVER ROAD  
TROY, MI 48064-5280  
DIRECT PHONE: (248) 457-7054

**ANTHONY CHUBB**  
**EXPERIENCE**

Anthony K. Chubb is an equity shareholder in the firm's municipal group and has dedicated his career to representing cities, townships, and governmental entities. He currently serves as City Attorney for the cities of East Lansing, Northville, Keego Harbor, and Saline, as well as General Counsel for Redford Township and the Genesee County 911 Consortium.

Mr. Chubb has nearly 15 years of experience representing municipalities and governmental entities as general counsel, including election law, governmental immunity, prosecution, water quality and rate setting, defense, medical and recreational marijuana regulation, and administrative law. Before joining GMH, Mr. Chubb was the Deputy Chief Legal Officer and, subsequently, the Chief Legal Officer for the City of Flint and the City's Director of Human Resources and Labor Relations. He previously served as Assistant General Counsel for the SMART regional transit authority in Detroit, where he focused his practice on labor and employment issues and commercial litigation. Mr. Chubb's extensive background in municipal law, including working in-house for municipalities, has given him a broad knowledge of both the legal and administrative sides of resolving complex cases.

In addition to his professional background, Mr. Chubb has a history of public and community service. He was elected to the Michigan Bar Association Government Law Council (2023-2026) and serves on the Board of Directors of the Grosse Pointe Animal Adoption Society as pro-bono legal counsel (for which he has fostered dozens of dogs.) Mr. Chubb was previously elected to two terms (2017-2020, 2020-2023) to the Genesee County Bar Association Board of Directors.

**PRACTICE AREAS**

- Municipal Law
- Employment & Labor Law
- Medical and Recreational Marijuana Regulation
- Water Quality and Rate Setting Defense
- Election and Ballot Initiative Matters
- Police Liability/Excessive Force Matters

**EDUCATION**

- Wayne State University Law School, Detroit, Michigan, 2008, J.D.
- University of Michigan, Ann Arbor, Michigan, 2003, B.A.



**PROFESSIONAL LEADERSHIPS**

- State Bar of Michigan Government Law Section Council 2023-2026
- Genesee County Bar Association Board of Directors 2017-2020, 2020-2023
- Board of Directors, Grosse Pointe Animal Adoption Society

**MEMBERSHIPS**

- State Bar of Michigan
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Michigan
- U.S. Bankruptcy Court for the Eastern District of Michigan
- U.S. Court of Appeals for the Sixth Circuit

**HONORS/AWARDS**

- "AV" Peer Review Rating from Martindale-Hubbell, the highest ranking by peers for general ethical standards and legal ability
- 2019 Super Lawyers "Rising Star" in state, local & municipal law

Martindale-Hubbell®  
**Super Lawyers**

---

**ATTORNEY PROFILES**

**GIARMARCO, MULLINS & HORTON, P.C.**

ATTORNEYS & COUNSELORS AT LAW

EMAIL: ACABBERT@GMHLAW.COM

TENTH FLOOR COLUMBIA CENTER

101 WEST BIG BEAVER ROAD

TROY, MI 48064-5280

DIRECT PHONE: (248) 457-7053

**ANNE GABBERT**

**EXPERIENCE**

Ms. Gabbert has served as an assistant prosecutor in both Wayne and Oakland Counties. She has handled criminal matters as serious as capital crimes and as complex as white-collar crime and money laundering. Her practice has, in tandem, included a civil practice of asset forfeiture.

Ms. Gabbert's experience in the civil practice of asset forfeiture for nearly 13 years has given her expertise in the field. Anne has also worked closely with crime victims and places great value in her ability to listen and have those she represents feel both seen and heard.

Ms. Gabbert has completed the National Institute of Trial Attorney Trial Advocacy Training (NITA), the Prosecuting Attorneys Association of Michigan (PAAM) trial advocacy training, money laundering, and civil asset forfeiture trainings. She has also served as an instructor on civil asset forfeiture for police agencies across the state of Michigan.

Ms. Gabbert served as an instructor for the Oakland County Police Academy for a decade, teaching law enforcement officers in the areas of Civil Procedure, Criminal Procedure, Contraband, and Court Functions.

Ms. Gabbert has served as a volunteer for the Redford Goodfellows Organization, Capital Area Humane Society, and as a speaker at Career Fairs for numerous local area schools.



**PRACTICE AREAS**

- Municipal Law
- Employment and Labor Law
- Civil Law
- Criminal Law
- Asset Forfeiture Law

**EDUCATION**

- Michigan State University, graduating with high honor
- University of Detroit Mercy School of Law

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**ATTORNEY PROFILES**

### III. PRIOR EXPERIENCE

Following is a list of representative client references:

**GENESEE COUNTY 9-1-1 CONSORTIUM**

Tim Jones, Executive Director  
G4481 Corunna Road  
Flint, MI 48532  
(810) 732-4720  
[taj@geneseecounty911.org](mailto:taj@geneseecounty911.org)

**Grand Blanc Township**

Scott Bennett, Supervisor  
5371 South Saginaw Street  
Grand Blanc, MI 4439  
[bennett@twp.grand-blanc.mi.us](mailto:bennett@twp.grand-blanc.mi.us)

**CITY OF KEEGO HARBOR**

Tammy Neeb, City Manager/Clerk  
2025 Beechmont Street  
Keego Harbor, MI 48320  
(248) 682-1930, Ext. 1  
[clerk@keegoharbor.org](mailto:clerk@keegoharbor.org)

**CITY OF HIGHLAND PARK**

Cathy Square, City Administrator  
12050 Woodward Avenue  
Highland Park, MI 48030  
(313) 252-0050  
[csquare@highlandparkmi.gov](mailto:csquare@highlandparkmi.gov)

**IV. SCHEDULE**

Giarmarco, Mullins & Horton is prepared to offer legal services to the City upon execution of a contract for legal services as requested by the City and with at least thirty days advanced notice.

**V. PROPOSED FEE STRUCTURE**

COMPENSATION

A preliminary estimate or range of overall anticipated annual costs can only be ascertained based on the need for legal services by the City. However, GMH offers the following as its proposed compensation for legal services:

- |    |   |    |        |
|----|---|----|--------|
| 1. | Hourly Rate – General Counsel   | \$ | 200.00 |
| 2. | Hourly Rate – Prosecution   | \$ | 190.00 |
| 4. | Hourly Rate (All Other Legal Services)  | \$ | 200.00 |
| 5. | Expenses: The City will pay GMH actual mileage fee; and actual travel time, which GMH agrees to cap at not to exceed 1 hours per visit. |    |        |




# CITY OF MONTROSE

## MEMORANDUM

**Date:** September 16, 2025

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

**From:** Joe Karlichek, City Manager 

**Subject:** Consider Approving Lateral Sewer Systems Operations and Maintenance Agreement with Genesee County Drain Commission

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**Background:** City Administration was contacted by the Genesee County Drain Commissioners Office to review the updated Agreement. Sam Spence, DPW Supervisor, and I met with Mr. Kevin M. DePottey, Senior Superintendent, to discuss the city's contract/agreement and the city's infrastructure and services.

Mr. Obrien is present at the scheduled council meeting to make a presentation. Increase in costs beginning January 1, 2026. The last agreement was 2014, over 11 years ago. This agreement does not change the level of services the county provides to the city.

In this memorandum the following documents are provided for your edification during the presentation:

1. Memorandum from GCDC
2. GCDC Sewer Hot Spot List
3. Current & Proposed Cost Difference
4. Pump Station Condition Assessment
5. CMOM Rate Evaluation
6. INI Policy
7. Lateral Sewer Agreement
8. Exhibit A – Operating Agreement

Current Sewer: \$4/ft.

Proposed Sewer: \$6/ft.

Total sewer (ft) 46,907 feet at a current cost: \$1,563.57

Total sewer (ft) 46,907 feet at a proposed cost: \$2,345.35 or \$781.78 per month increase.

Pump Station (Clark Street) Current is \$395.00

Pump Station (Clark Street) Proposed is \$625.00 or \$230.00 per month increase.

Both Sewer & Water Increase per month is \$1,011.78 per month, or \$12,141.00 per year. Over the life of the proposed 10 year agreement is \$121,414.00.

City administration discussed this with the city attorney and was reviewed/approved. Also discussed and reviewed by interim finance manager/treasurer, Kim Lynch and reviewed the cost increase and reviewed, what if any, cost effects it has on the city given the implementation of a fee increase January 1, 2026 and the city's budget FY began July 1. After further analyses it is recommended, at this time, the city monitor the Sewer Fund. No recommendation to change the budget. Overall cost for FY25/26 is projected to be (+ or - \$5,000.00) from Fund #590-538-807.

**Recommendation:** City Administration recommends Approval of Agreement Lateral Sewer System Operations and/or Maintenance Agreement with Genesee County Drain Commission.



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE  
- DIVISION OF -  
WATER & WASTE SERVICES  
64510 BEECHER ROAD - FLINT MICHIGAN 48532 2617  
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT  
COMMISSIONER

## MEMORANDUM

To: Thomas J. Banks, Mayor  
City of Montrose  
[mayortbanks@cityofmontrose.us](mailto:mayortbanks@cityofmontrose.us)

From: John F. O'Brien, PE, BCEE *JFO*  
Director

Re: CMOM

Date: July 24, 2025

Since the inception of the County Agency, the County has provided interceptor transport and treatment for all of our communities. The County owns and operates the large interceptor sewers and pumpstations that collect sewage from each township, city, or village and transports it to the treatment plants for final treatment and discharge to the public waterways. We currently provide this sewer service to 34 local municipalities. The cost of this service is in our Readiness-to-Serve and Commodity Charges. These costs are evaluated on a 5-year basis -- last done in 2021.

Each local municipality owns the local collection system within their jurisdiction, which collects wastewater for the individual parcels and delivers it to the county interceptor. The Sanitary Sewer System is over 1200 miles in length, with 1000 miles of it being locally owned sewers. The County has established an I&I Policy and CMOM Program to provide consistent expectations for Sewer System Operations and Maintenance. As an example, we set the expectation that all sewers should be cleaned and televised at least once every ten years.

The County Agency provides this service to the local municipalities, with the idea being that shared services between the local municipalities are more cost-effective than individual Public Works Departments. To that end, 19 municipalities have contracted with the County Agency to perform sewer operation and maintenance.

The County has developed a 10-year contract to provide that service. Why 10 years? Ten years allows the entire system to be televised once to meet our standards, but because of the scale and efficiencies, we can also do the small community all in one year, but we spread the cost over ten years to keep costs reasonable year-to-year. This service includes maintenance and repair, Miss Dig staking, and emergency repairs. It does not include station replacement at end-of-life or expansions as required by growth.

These contracts are funded by the local communities through a monthly service charge and a per-station charge. The price is set at the beginning of the contract, with an opener at the five-year mark. Our last contract was initiated in 2014 and expired in 2024. Each community was contacted, and we added a one-year extension through 2025. The rate established in 2014 remained in effect through this year.

The staff at the County has been collecting and monitoring our costs over the last eighteen (18) months to determine our expenses to service these agreements. In addition, we hired a third party to inspect and evaluate the condition of local municipal pumping station. Many stations exceed the 50-year life expectancy. While still operating, they will need major upgrades (if not replacement) during the next ten-year cycle.

To that end, the County Agency has proposed an updated CMOM Agreement, along with individual station reports for each community. We also found that we spend a significant portion of our time on "hot spots", known areas prone to blockage. The "hot spots" are typically caused by fats, oil, and grease in the sewer. The other main cause is flat grade sewers allowing debris build-up. Not all communities have this issue. It was recommended that this cost be broken out and charged separately to the individual community. A list of "hot spots" and associated costs are included in each community report.

I have enclosed the following documents:

- (1) I&I Policy
- (2) Proposed 2026-2036 CMOM Agreement
- (3) Community Pump Station Report
- (4) Current Hot Spot List
- (5) Proposed rates with tiered structure

On July 9, staff met with and reviewed our proposal with the Sewer Subcommittee for the Advisory Board. Based on their recommendation, the proposed rate for Sewer Collection System Operations will go from \$4.00 per foot to \$6.00 per foot. Secondly, we will establish a tiered pump station rate from \$425 - \$825 per month per station.

Our next step will be to meet individually with each community that currently use our service to review their station's report and collection's system status. Our goal is to meet with each community by the end of August.

We are also prepared to meet with any of our customers who are currently wholesale that want to consider retail service. We will meet before the end of September.

Should you have any questions, do not hesitate to contact this office.

JFO/JMW  
Attachments

cc: Jeff Wright, Drain Commissioner  
Daniel Potter, Chief Deputy Drain Commissioner  
Patrick Frazee, Assistant Director - Sewer  
Kevin M. DePottay, Sewer Superintendent



## GCDCWWS SEWER HOT SPOT LIST 2025

<u>Owned By</u>	<u>Route Name</u>	<u>Number of Manholes</u>	<u>Frequency</u>
City of Montrose	Montrose Car Wash	5	1 Month
		5	
Flint	Ballenger	3	2 Months
Flint	Big Johns	2	2 Months
Flint	Bristol	6	2 Months
Flint	Don Pablos	1	1 Month
Flint	Golden Gate	3	2 Months
Flint	Golden Moon	2	1 Month
Flint	Graham	2	1 Month
Flint	Graham/Beecher	8	2 Months
Flint	Habachi Buffet	3	2 Months
Flint	Highland Meadows	3	1 Month
Flint	Hong Kong Buffett	9	1 Month
Flint	Jacque	2	1 Month
Flint	John's Coney	2	2 Months
Flint	Kith Haven	5	1 Month
Flint	Latina's	7	2 Months
Flint	Lincor Plaza	15	1 Month
Flint	McLaren	1	1 Month
Flint	Nandi Hills	2	1 Month
Flint	Oakbrook Square	5	1 Month
Flint	Outback	2	1 Month
Flint	Pesto's	1	1 Month
Flint	Qdoba	4	2 Months
Flint	River Hill	2	2 Months
Flint	Ross Medical	1	1 Month
Flint	Stephens	4	1 Month
Flint	Valley Tire	5	1 Month
Flint	Yorkshire Plaza	6	1 Month
Flint	Security Federal	2	1 Month
		<b>108</b>	
Mt Morris	Carpenter	5	1 Month
Mt Morris	Clio	4	1 Month
Mt Morris	Coldwater	7	1 Month
Mt Morris	Dolan McDonald	1	1 Month
Mt Morris	Flushing Animal	4	1 Month
Mt Morris	Jennings	4	1 Month
Mt Morris	Judith Ann	4	1 Month
Mt Morris	Kimberly Woods	1	1 Month
Mt Morris	Lavelle	1	1 Month
Mt Morris	Pierson	3	1 Month
Mt Morris	Squire Lake	7	1 Month
		<b>41</b>	

Mundy	Burger King	2	1 Month
Mundy	Chemlawn	3	2 Month
Mundy	Crystal Lake	1	1 Month
Mundy	Gateway	13	1 Month
Mundy	Secluded	4	1 Month
Mundy	Windridge	1	1 Month
Mundy	Woodnoll	2	1 Month
		<b>26</b>	
Richfield	MDs Sportsbar	3	2 Month
		<b>3</b>	
Village of Goodrich	Park	2	1 Month
		<b>2</b>	
WWS	Hill Street	4	1 Month
		<b>4</b>	

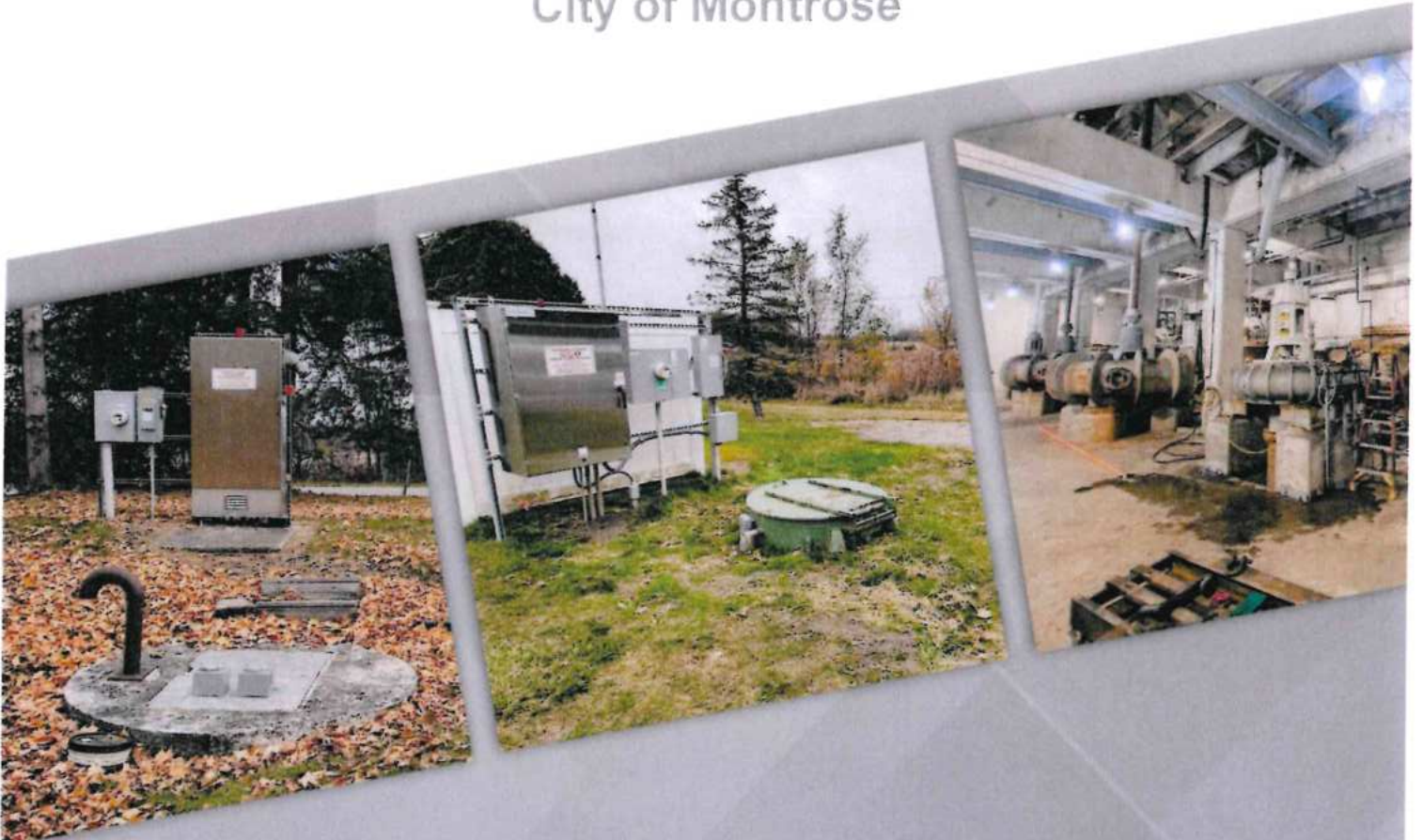


City of Montrose		Current	Proposed	Difference	
		\$4/ft	\$6/ft		
Sewer (ft)	46907	\$1,563.57	\$2,345.35	\$781.78	per month
Pump Stations	Clark St.	\$395.00	\$625.00	\$230.00	per month
	Per Month	\$1,958.57	\$2,970.35	\$1,011.78	per month
		\$23,502.80	\$35,644.20	\$12,141.40	per year
				\$121,414.00	over 10 year contract

*Protecting our Infrastructure Investment*

# PUMP STATION CONDITION ASSESSMENT

City of Montrose



Prepared for:

## Genesee County Drain Commissioner



## CITY OF MONTROSE PUMP STATION SUMMARY

### BACKGROUND

The City of Montrose is a community in the northwest corner of the Genesee County Drain Commissioner's service area. The Clark pump station is the only reported station for the Township.

### APPROACH

A comprehensive field assessment for the pump station was performed. During the field assessment, major pump station assets were evaluated and categorized into specific classes, including station site, wet well, valve chamber, pumps, valves and piping, electrical, controls, SCADA/Telemetry, HVAC, Building, and Fire Protection & Plumbing. Each asset class was assigned a grade using the methodology described in the *Asset Condition Assessment Guidelines*, attached in Appendix B. Using this methodology, each asset class was assigned a grade of Excellent, Good, Fair, Poor, or Very Poor. A composite grade for each station was then generated using a weighted average of each asset class score.

Following the field assessment, a Summary of Findings and Capital Improvement Recommendations were developed for each station. The summary report includes relevant background information for the station, a description of the existing conditions, a narrative of recommended capital improvements with a recommended Capital Improvements Plan and implementation schedule, and a copy of the field assessment form with photo log. This summary is attached in Appendix A.

### SUMMARY OF FINDINGS

The Clark pump station had composite scores of "good". A complete summary table for the station is shown in Table 1 below.

Table 1: Pump Station Grades											
Station	Overall	Site	Wet Well	Valve Chamber	Pumps	Piping & Valves	Electrical	Generator	Controls	Building	HVAC & Plumbing
Clark	G	G	G	G	G	G	G	-	G	-	-

E = Excellent/New; G = Good; F = Fair; P = Poor; V = Very Poor; - = Not Applicable

### SUMMARY OF RECOMMENDATIONS

The Clark pump station is a submersible style. Despite the composite "good" score, a series of recommendations were developed to address age related factors and minor deficiencies observed at the time of evaluation. These recommendations are described below.

No immediate or short-term capital improvements are recommended for the Clark pump station. Long-term improvements recommended for the pump station include replacement of the pumps, valves, and controls. The recommended year of implementation for the improvements described herein is 2035.



# **Pump Station Condition Assessment**

Appendix A

Pump Station Summary Reports

Fleis & VandenBrink Engineering



## CLARK PUMP STATION

Overall	Site	Wet Well	Valve Chamber	Pumps	Piping & Valves	Electrical	Generator	Controls	Building	HVAC & Plumbing
G	G	G	G	G	G	G	-	G	-	-

E = Excellent/New; G = Good; F = Fair; P = Poor; V = Very Poor; - = Not Applicable

### GENERAL DESCRIPTION

Location: 136 Clark St, Montrose, MI  
 Age: Unspecified  
 Setting: Residential  
 Configuration: Submersible  
 Pump Duty Point(s): Unspecified  
 Forcemain: Undetermined  
 Date of Assessment: July 10, 2025



### BACKGROUND

The Clark Station is a submersible pumping system with a concrete valve chamber that contains the valves and discharge piping. There is a concrete wet well adjacent to the valve chamber which collects incoming wastewater and houses the submersible grinder pumps. All controls are mounted on a uni-strut frame set in the vicinity of the wet well.

The pump station, located at the intersection of Clark Street and Genesee Street, provides service for this City of Montrose. It is configured as a duplex station with two pumps. Overall, the station is in good condition but several improvements are recommended in the long term. An assessment of current conditions is provided after the Capital Improvements Planning section.

### EXISTING CONDITIONS/RECOMMENDATIONS

Following the pump station assessment, several improvements projects are recommended to correct the observed deficiencies. Preliminary scope of the projects was established based on field observations and available records. Current conditions and recommendations are outlined below.

#### Existing Conditions

The concrete structures of the wet well and valve chamber were observed to be in good condition. The guiderails, float rails, and lift chains were generally in good condition. All access hatches were observed to be in good condition. All discharge piping within the wet well was generally in fair condition with superficial corrosion present on cast iron piping and fittings.

The concrete valve chamber was in good condition. A sump with sump pump was centrally located within the bottom of the structure, with sump pump discharge piping routed back to the wet well. All discharge piping and valves within the structure were observed to be in good condition. A bypass connection with a separate isolation valve was also observed within the valve chamber and appeared to be in good condition.



Drawdown testing demonstrated a pumping capacity of 238 gpm and 250 gpm for Pumps 1 and 2 respectively. A design point for the pumps was not provided, so it is unknown if the station is operating near design capacity or if the pumps are operating at reduced capacity. Using observable conditions, such as lack of excessive noise and lack of swirling within the wet well during pump cycles, the pumps were reported to be in good condition overall. It is recommended that the design capacity of the station be confirmed and compared to the observed drawdown results.

The electrical equipment is in good condition, with no evidence of damage or internal corrosion. The controls were also observed to be in good condition.

### **Proposed Improvements**

#### **Immediate Needs:**

None

#### **Short-Term Needs (Within 5 Years):**

None

#### **Long-Term Needs (5 to 20 Years):**

An original date of construction was not provided for this station; however, pumps are commonly assigned a 15-year expected useful life. Given that an age for the pumps could not be established, they are recommended for replacement during the planning period to mitigate failure due to age. As the age of the existing controls could not be determined, a full replacement of the control panel is also recommended to coincide with the recommended pump replacement. Controls are commonly assigned an expected useful life of 30 years. As such, the existing controls will be approaching, if not already in exceedance of the expected useful life.

## **CAPITAL IMPROVEMENT PLANNING**

This section provides recommended capital improvement plan (CIP) projects over the next 20-year planning period. The CIP projects were developed based on the items described in the Recommendations Section above. Opinions of probable costs to implement the improvements are outlined below.

<b>Table 1: Recommended Capital Improvements</b>				
<b>Project No.</b>	<b>Project Description</b>	<b>Replacement Fiscal Year</b>	<b>Project Cost<sup>(1)</sup> (2024 dollars)</b>	<b>Project Cost (Inflated 3%/yr)</b>
1	Pumps, Piping, Valves, and Control Panel Replacement	2040	\$160,000	\$260,000

<sup>1</sup>Project cost includes construction, installation, contingency, engineering and administration.

## SITE

Is exterior grade sloped away from structures? ..... ☒ Yes ☐ No  
Site maintained? ..... ☒ Yes ☐ No  
Is the station locked? ..... ☒ Yes ☐ No  
Noticeable odor issues? ..... ☐ Yes ☒ No  
Ground surface material: ..... ☐ Asphalt ☐ Concrete ☒ Grass ☐ \_\_\_\_\_

## WET WELL

Material of wet well walls: ..... ☒ Concrete ☐ Fiberglass ☐ Steel ☐ \_\_\_\_\_  
Condition of wet well walls: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Wet Well Size/Dimensions: Diameter: 6 ft.  
Material of wet well top: ..... ☒ Concrete ☐ Fiberglass ☐ Steel ☐ \_\_\_\_\_  
Condition of wet well top: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Condition of access hatches: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Signs of Infiltration: ..... ☐ Yes ☒ No  
Is wet well vented? ..... ☒ Yes ☐ No  
Amount of grease/scum/debris build-up on water surface: None Minimal Moderate Significant  
Has the station experienced grease/scum/debris build-up in the past? ..... ☐ Yes ☒ No ☐ Unk  
Has the station experienced problems with grit in the past? ..... ☐ Yes ☒ No ☐ Unk  
Has the station experienced problems with rags/wipes clogging pumps? ..... ☐ Yes ☒ No ☐ Unk  
Screen/Grinder? ..... ☐ Yes ☒ No ☐ Unk Type: \_\_\_\_\_  
Condition of screen/grinder: ..... ☒ N/A  
Washer/Compactor? ..... ☐ Yes ☒ No ☐ Unk Type: \_\_\_\_\_  
Condition of washer/compactor: ..... ☒ N/A  
Guide rails condition (if applicable): ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Lift chains condition (if applicable): ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Float rails condition (if applicable): ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Discharge piping condition: ..... ☐ Excellent ☐ Good ☒ Fair ☐ Poor ☐ Very Poor  
Condition of coatings: ..... ☒ N/A

## VALVE CHAMBER

Material of valve chamber walls: ..... ☒ Concrete ☐ Fiberglass ☐ Steel ☐ \_\_\_\_\_  
Is cathodic protection provided? ..... ☒ N/A  
Condition of valve chamber walls: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Material of valve chamber top: ..... ☒ Concrete ☐ Fiberglass ☐ Steel ☐ \_\_\_\_\_  
Condition of valve chamber top: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Condition of access hatches: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Does station contain steel dry pits? ..... ☐ Yes ☒ No ☐ Unk

If yes, steel thickness measurement at floor: No steel pits

If yes, steel thickness measurement at wall: No steel pits

Any observed corrosion of steel dry pits? ..... ☒ N/A

Corrosion Level of Steel Dry Pits: ..... ☒ NA

Elevator? ..... ☐ Yes ☒ No Make/Model: \_\_\_\_\_

Elevator service records? ..... ☒ N/A

Discharge piping condition: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor

Condition of coatings: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor

## PUMPS AND VALVES

Pump No.	Manufacturer	Model	Design Capacity	Hp	Condition	Run Time <sup>1</sup>
1	Flygt	Unspecified	Unspecified	5	Good	11960.1
2	Flygt	Unspecified	Unspecified	5	Good	7410.8

<sup>1</sup>Run time data collected on 7/10/2024

Are pumps noisy or vibrating? ..... ☐ Yes ☒ No ☐ Unk

Swirl in wet well while pump operates? ..... ☐ Yes ☒ No ☐ Unk

Grease ring/water staining above pipe invert? ..... ☐ Yes ☒ No ☐ Unk

Do check valves function properly? ..... ☐ Yes ☐ No ☒ Unk

Do isolation valves open and close freely? ..... ☐ Yes ☐ No ☒ Unk

Are the isolation valves exercised routinely? ..... ☐ Yes ☒ No ☐ Unk

Does the station have a surge relief valve? ..... ☐ Yes ☒ No ☐ Unk

Does the station have an air/vacuum valve? ..... ☐ Yes ☒ No ☐ Unk

Are maintenance records available? ..... ☐ Yes ☒ No ☐ Unk

Does the station have a bypass connection? ..... ☒ Yes ☐ No ☐ Unk

Condition of bypass connection: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor

Pump drawdown testing completed? ..... ☒ Yes ☐ No ☐ Unk

Estimated capacity of pumps based on drawdown testing:

Pump 1: 238 gpm.

Pump 2: 250 gpm.

## ELECTRICAL

Electrical service provider: Consumers Energy

Type of electrical equipment: Main service disconnect

Overall electrical system condition: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor

Electrical service size and number of power sources: 100 A

Primary electrical service power: ..... 120 / 208 / 240 / 480 Volts; 1 / 3 phase

Secondary electrical service power: ..... ☒ N/A



Fire alarm system installed? ..... ☐ Yes ☒ No ☐ Unk  
Fire alarm system condition: ..... ☒ N/A  
Is there a generator? ..... ☐ Yes ☒ No Generator Model Number: N/A  
If not, is a generator receptacle provided? ..... ☒ Yes ☐ No ☐ Unk Type: Four Pin.  
Fuel Source: ..... ☒ N/A  
Condition of Generator: ..... ☒ N/A  
Generator hours: N/A. Exercise schedule frequency: N/A  
Type of transfer switch: Manual, Integral to Panel  
Light fixture type: N/A  
Condition of light fixtures: ..... ☒ N/A  
Condition of electrical panel: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
Is lightning protection provided? ..... ☐ Yes ☐ No ☒ Unk  
Visual thermal inspection of equipment: ..... ☒ N/A  
Is there a TVSS or SPD installed? ..... ☒ Yes ☐ No ☐ Unk  
Is electrical required to conform with hazardous installation requirements? ..... ☒ Yes ☐ No  
Grounding electrode system: ..... ☒ N/A  
Condition of VFD's: ..... ☒ N/A  
Age of VFD's: N/A.  
Electrical panels meet clearance requirements? ..... ☒ Yes ☐ No

## CONTROLS

Condition of control panel: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor  
How many float switches are installed? 5  
Other level sensors: ..... ☐ Radar ☐ Pressure ☐ Ultrasonic ☒ None  
Does the station have a flow meter? ..... ☐ Yes ☒ No ☐ Unk  
Flow meter type and size: N/A  
Primary controls: ..... ☐ Relay logic ☐ PLC-Based ☒ Proprietary controller ☐ Bubbler  
Secondary controls: .... ☐ Relay logic ☐ PLC-Based ☐ Proprietary controller ☐ Bubbler ☒ None  
Other instruments: ..... ☐ Relay logic ☐ PLC-Based ☐ Proprietary controller ☒ None  
Station alarm:  
▪ Local audio ..... ☒ Yes ☐ No ☐ Unk  
▪ Local visual ..... ☒ Yes ☐ No ☐ Unk  
▪ Do local alarms function? ..... ☒ Yes ☐ No ☐ Unk  
▪ Alarm telemetry ..... ☐ Autodialer ☒ Radio ☐ Cell phone ☐ None  
Condition of telemetry system: ..... ☐ Excellent ☒ Good ☐ Fair ☐ Poor ☐ Very Poor

## SCADA

Does the station have a SCADA system? ..... ☒ Yes ☐ No

Type of control/monitoring: ..... ☐ Local ☒ Remote ☐ Both

▪ Modem? ..... ☐ Yes ☒ No

▪ PLC? ..... ☒ Yes ☐ No Type: Arris

System integrator: GCDC.

Age of control/SCADA equipment: Unknown.

BUILDING – N/A

HVAC – N/A

FIRE PROTECTION AND PLUMBING – N/A

GENERAL REMARKS

- SCADA system was reportedly installed at station when GCDC began maintenance responsibilities. No PLC was located.
- Groov proprietary controller installed in control panel.

## PHOTOGRAPHS

See following pages.



Pump Station Site

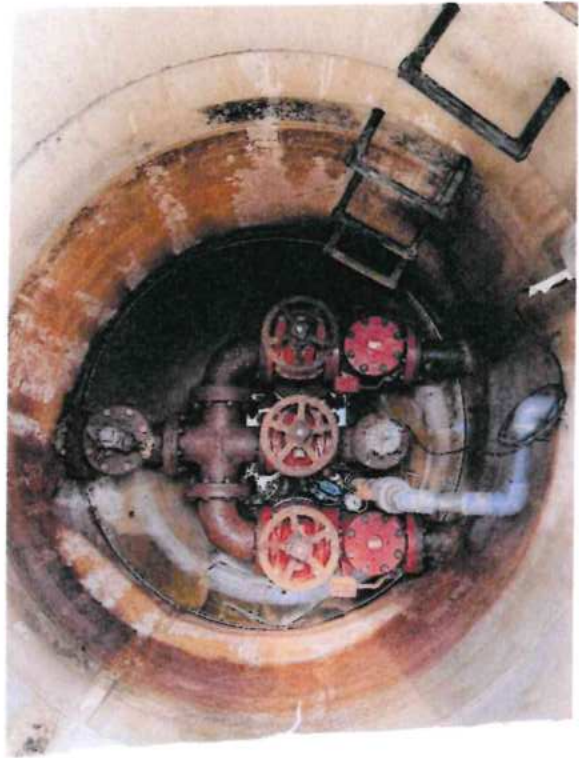


Wet Well (Interior)





Wet Well (Exterior)



Valve Chamber



Electrical Equipment



Control Panel Interface



Control Panel (Interior)

# **Asset Condition Assessment Guidelines**

## **Appendix B**

### **Equipment Tier 1 Physical Condition**

**Fleis & VandenBrink Engineering**



## **Purpose of Document**

The purpose of this document is to summarize the guidelines for Tier 1 physical equipment condition assessments for asset management projects. These guidelines are used internally for training purposes and may be shared externally to describe our methodology to clients.

## **Physical Condition Guidelines**

Note, within these general guidelines, the term “equipment” refers to the mechanical equipment item, motor and any associated drive (e.g. v-belt).

### 1 - Excellent Condition – Description and Characteristics

“Fully operable, well maintained, and consistent with current standards. Little wear shown and no further action required.

Equipment in excellent condition should exhibit the following characteristics:

#### Equipment

- Equipment appears new with factory applied painting/coating, which is not corroded or degraded by UV exposure.
- Equipment is not leaking nor showing any evidence of historic leaks.
- Equipment does not exhibit any vibration or noise outside of normal operating levels.
- Equipment pedestals and mounting equipment are not damaged in any way.
- Equipment appears to be well maintained with no evidence of rehabilitation/overhaul. Note whether grease fittings appear used, filters are replaced regularly, etc.
- Equipment is in the beginning part of its estimated useful life and no rehabilitation or renewal actions are required.

#### Ancillary Items

- Piping and valves are well supported and maintained with no evidence of leakage or corrosion.
- Instrumentation and Local Control Panels are well maintained and functioning properly.
- Electrical connections are sound with no evidence of damage to junction boxes or conduits. All components are well supported.



## 2 - Good Condition – Description and Characteristics

“Sound and well maintained but may be showing slight signs of early wear. Delivering full efficiency with little or no performance deterioration. Only minor renewal or rehabilitation may be needed in the near term.”

Equipment in good condition should exhibit the following characteristics:

### Equipment

- Equipment looks relatively new, may have been repainted since installation.
- Equipment may have some minor surface corrosion or UV degradation (<10% of surfaces).
- Equipment is not leaking but may have evidence of historic leaks.
- Equipment may exhibit very little vibration or noise outside of normal operating levels.
- Equipment pedestals and supports are not damaged and have little to no surface corrosion (<10% of surface).
- Equipment appears to be well maintained. Equipment may have recently undergone rehabilitation/overhaul. Note whether grease fittings appear used, filters are replaced regularly, etc.
- Equipment is in the middle of its estimated useful life and will need only minor renewal or rehabilitation in near term.

### Ancillary Items

- Piping and valves are well supported and maintained with minor surface corrosion (<10%). There should be no visible leakage. There may be evidence of maintenance/replacement.
- Local Control Panels may have some minor maintenance issues (dents, surface corrosion (<10%). No evidence of leakage or internal corrosion. All panel mounted instruments and devices should be functional.
- Field Instruments – All field instruments should be functional. There should be no visible leakage – could be evidence of historic leakage.
- Electrical connections are sound with no evidence of damage to junction boxes or conduits. All components are well supported. There may be evidence of maintenance/replacement.

Note: If equipment has been rehabilitated or renewed, the highest rating it can receive is “Good.” Excellent condition only applies to new equipment.

### 3 - Fair Condition – Description and Characteristics

“Functionally sound and acceptable and showing normal signs of wear. May have minor failures or diminished efficiency and with some performance deterioration or increase in maintenance cost. Moderate renewal or rehabilitation needed in near term.”

Equipment in fair condition should exhibit the following characteristics:

#### Equipment:

- Equipment may have surface corrosion or UV degradation (<50% of surface) and is in need of painting/coating.
- Equipment may have minor leaks (visible slow drip at connections only – not from holes or other damage) or evidence of historic similar leaks.
- Equipment may exhibit moderate vibration or noise outside of normal operating levels (equipment feels and sounds rough – need to discuss with O&M staff).
- Equipment pedestals and supports may have surface cracking, grout loosening, etc. (no through cracks) and /or surface corrosion (<50% of surface).
- Equipment appears to require routine or preventative maintenance of normal wear items (:e.g. lubrication, belts, gaskets, seals, etc.).
- Equipment is approaching the end of its estimated useful life and will need moderate renewal or rehabilitation in near term.

#### Ancillary Items:

- Piping and valve supports may have surface corrosion (<50% of surface), minor damage or require minor maintenance. There may be evidence of minor leaks (dripping at joints/gaskets only – not from holes).
- Local Control Panels may have some minor maintenance issues (dents, surface corrosion <50%). No evidence of leakage or internal corrosion. All panel mounted instruments and devices should be functional.
- Field Instruments – All field instruments should be functional. Minor leaks could be present at connections only.
- Electrical connections appear sound but conduit and/or junction boxes show minor damage (surface cracking, gaps – missing gaskets/seals, surface corrosion <20%). Wiring is not exposed.

#### 4- Poor Condition – Description and Characteristics

“Functions but requires a high level of maintenance to remain operational. Shows abnormal wear and is likely to cause significant performance deterioration in the near term. Replacement or major rehabilitation needed in the near term.”

Equipment in poor condition should exhibit the following characteristics:

##### Equipment

- Equipment has extensive surface corrosion or UV degradation (>50% of surface area) and/or evidence of structural corrosion (1 location).
- Equipment has heavy leakage at gaskets/connections (steady stream) and/or there is evidence of current or previous leakage from holes or other failure (1 location).
- Equipment exhibits excessive vibration or noise outside of normal operating levels with evidence of nonstructural damage resulting from excessive vibration (loose guards, connections, etc. ) – need to discuss with O&M staff.
- Equipment concrete pedestals have 50%-75% surface cracking and/or are cracked through (<25% of pedestal) and/or steel supports are damaged (<25% of steel supports with structural corrosion, missing/broken anchors or other similar damage).
- Equipment appears to require corrective action beyond routine or preventative maintenance of normal wear items. Action involves extended down time to implement (e.g. alignment, leveling, etc.).
- Equipment is at the end of its estimated useful life and will need to be replaced or rehabilitated in near term.

##### Ancillary Items

- Piping and valve supports exhibit heavy surface corrosion (>50%) and/or structural corrosion (flaking, section loss). Connections are damaged with missing and/or broken anchors. There are heavy leaks on piping or valves (steady stream) and/or evidence of current or previous leakage from holes or other failure.
- Local Control Panels show heavy surface rust (>50%) and/or structural damage. Evidence of leakage and/or internal corrosion. Some panel mounted instruments/indicators non-functional (<20%).
- Field Instruments <20% exhibit damage, corrosion and/or are non-functional.
- Electrical connections appear unsound. Conduits and/or junction boxes heavily corroded or damaged (<50%) and/or wiring is exposed (1 location).

#### 5- Very Poor Condition – Description and Characteristics

Effective life exceeded and/or excessive maintenance cost incurred. A high risk of breakdown or imminent failure with serious impact on performance. No additional life expectancy with immediate replacement needed.

Equipment in very poor condition should exhibit the following characteristics:

##### Equipment

- Equipment has extensive and heavy surface corrosion or UV degradation (>75% of surface area) and/or evidence of structural corrosion (2 or more locations).
- Equipment has heavy leakage at gaskets/connections (steady stream) and/or there is evidence of current or previous leakage from holes or other failure (2 or more locations).
- Equipment exhibits excessive vibration or noise outside of normal operating levels (evidence of structural damage resulting from excessive vibration – need to discuss with O&M staff).
- Equipment pedestals and/or supports are heavily damaged (>25% of concrete pedestal cracked through with loose or missing pieces), (>25% of steel supports with structural corrosion, missing/broken anchors or other similar damage).
- Equipment appears inoperable in current state – need to discuss with O&M staff.
- Equipment has exceeded its estimated useful life.

##### Ancillary Items

- Piping and valve supports exhibit heavy surface corrosion (>75%) and/or structural corrosion (flaking, section loss). Connections are damaged with missing and/or broken anchors. There are heavy leaks on piping or valves (steady stream) and/or evidence of current or previous leakage from holes or other failure – multiple locations.
- Local Control Panels show heavy surface rust (>75%) and/or structural damage (2 or more locations). Evidence of leakage and/internal corrosion. Some panel mounted instruments/indicators non-functional (>=20%).
- Field Instruments >= 20% exhibit damage, corrosion and/or are non-functional.
- Electrical connections appear unsound. Conduits and/or junction boxes heavily corroded or damaged and/or wiring is exposed (2 or more locations).





# GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-

## WATER & WASTE SERVICES

G-4610 BEECHER ROAD – FLINT, MICHIGAN 48532-2617  
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT  
COMMISSIONER

## MEMORANDUM

DATE: 05/16/2025

TO: John O'Brien, P.E.

FROM: Patrick Frazee

SUBJECT: CMOM Rate Evaluation for 2025-2035

The 2014-2024 Lateral Sewer System Operation and Maintenance Agreements (CMOM) agreements expired in December of 2024. All 29 communities who have contacts were issued a one-year extension through 2025. The intent of the one-year extension was to allow Division staff time to evaluate our historical data and to develop the rate structure for the next ten year CMOM agreement. That review was recently completed and new proposed CMOM rates for both sewer and pump stations 2025-2035 are proposed in this memo.

The charts below summarizes both the expired and new proposed fee structures:

<b>OPERATION AND MAINTENANCE OF SEWER</b>		
<b>DATE RANGE</b>		<b>PRICE PER LINEAR FOOT</b>
2014-2024		\$4.00
2024-2034		\$6.00

<b>OPERATION AND MAINTENANCE OF PUMP STATIONS</b>		
<b>DATE RANGE</b>		<b>PRICE PER MONTH PER STATION</b>
2014-2024		\$395
2025-2035	Small Can Station	\$625
2025-2035	Large Can Station	\$825
2025-2035	Small Submersible Station	\$425
2025-2035	Large Submersible Station	\$625
2025-2035	Alternate Method-Same Cost For All Stations	\$600

The rates for the pump stations has been broken out from one group to four groups. This structure better represents the true O/M costs of the stations, due to the fact that there is a



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significant difference in complexity between the large and small stations as well as the can stations versus the submersible stations. A detailed list of the stations is attached to this memo.

The rates were developed using true historical budgetary values for both expenses and income. Historical inflationary rates were also used in projecting the rates for the next rate cycle.

Thank you

A handwritten signature in cursive script, appearing to read "Patrick Frazee".

Patrick Frazee  
Assistant Director of Sewer  
GDCWWS

## INFLOW AND INFILTRATION POLICY

September 14, 2022

**Background:** The Division of Water and Waste Services was established in 1959 as a Public Act 342 agency. The County Board of Supervisors designated the Drain Commissioner as agent. The Division provides sanitary sewage disposal and water supply to 34 at-large local municipalities located in Genesee, Lapeer, Shiawassee, Livingston, and Oakland County. The sewer system evolved from 7 distinct districts to: Interceptor & Treatment (I&T) which includes Districts 1, 2, 5, 6 and is served by the Anthony Ragnone Treatment Plant (ARTP) in Montrose; District 3 which is served by the Linden Treatment Plant; District 4 served by the Otisville Plant; and District 7 served by the Argentine Plant.

In each of the Districts (except District 4), the Division owns, (on behalf of all communities) operates, and maintains a portion of the collection system and treatment facilities. During wet weather periods, ARTP peak hour flows have exceeded 125 MGD. This is over four (4) times the current average day flow of 29.3 flow.

The sewer system was designed and built to carry sanitary sewage, not storm water inflow and infiltration. While the global peak hour of the system is between 4 and 6 times annual average day, local sewers can see peaks of 12 to 15 times normal flows.

The County Agency contracts with the local communities for transporting and treating of sanitary sewage at the treatment facilities. The Division has no approved sanitary sewer overflows, and the State of Michigan Department of EGLE will not issue approvals for such discharges.

The County Agency also operates and maintains several local municipalities' collection systems via a CMOM Contract. The reporting requirements included below shall be covered under the current contract.

Continued use of the sanitary sewer for storm water inflow and infiltration will significantly reduce the capacity available for new connections thereby reducing the life of the system. In an effort to control the capacity of the sanitary sewers in Genesee County and those areas outside the corporate limits being served by the system, the following policy is adopted.

In the event that EGLE issues General Permits to the individual communities, this policy will be reevaluated and adjusted as necessary.

**GOAL:** The goal of this policy is to eliminate excessive Inflow and Infiltration (I&I) into the system. Elimination of excess I&I will eliminate frequency and duration of sanitary sewer overflows and protect the capacity of the collection system and the treatment facilities.

1. The Division will continuously monitor each municipality's sewer flow. Effective January 1, 2024, the cost of monitoring will be evaluated and reflected in the new CMOM contracts. See Appendix 1 for the most recent municipality flow data.

2. The Division will maintain a network of rain gauges throughout the County and will continue to monitor rain volumes and intensity throughout the county. This data is available to the communities on request.
3. The penalty for peak hour flows in excess of 3 times average day flow is based on the annual average daily flow of the municipality. See Table below. The cost of transporting and treating excessive I&I flow up to 3 times average day will be included in the GCDC-WWS rate structure. Flows above 3 times average day will be charged a surcharge. This surcharge rate is to be based on the cost to transport, store, and/or treat this additional stormwater. Surcharge rates do not apply to Master Meter Sewer customers. The surcharge rate will be implemented in January 2025. Penalties and surcharge costs will be calculated in the second quarter of each year for the preceding year. Fifty percent of the penalties and surcharges will be returned to the communities upon verification in their annual report that equivalent funds were expended on the area that incurred the penalties and surcharges.

Average Annual Flow	Penalty per Occurrence
<0.5 MGD	\$500
< 1.0 MGD	\$1,000
1.0 MGD to 2.0 MGD	\$2,000
2.0 MGD to 3.0 MGD	\$3,000
4.0 MGD to 5 MGD	\$4,000
5.0 MGD to 6.0 MGD	\$5,000
6.0 MGD to 7 MGD	\$6,000

4. Each Municipality shall have, and maintain, a GIS based map of their collection system. GCDC-WWS compiled a complete GIS sewer collection system map in 2021 and submitted it to EGLE as required in the N.P.D.E.S Permit. Each municipality should forward to GCDC-WWS the as-constructed plans for any new sewer improvements. At a minimum, these plans should be forwarded on an annual basis.
5. Each Municipality shall analyze the capacity of their collection system in accordance with GCDC-WWS Capacity Analysis Policy. See Appendix 2. Each Municipality shall certify the capacity of each project or improvement to the sanitary sewer system.
6. Each Municipality shall build and maintain an Asset Management Plan (AMP) for their collection system. AMPs will be built in accordance with EPA guidelines. The following link provides additional information and guidance from EPA. [About Asset Management | US EPA](#). See Appendix 3. Communities shall have until September 30, 2025 to complete their AMPs.
7. Each Municipality shall have a Capacity, Management, Operation and Maintenance Program (CMOM) that at a minimum provides for the continual televising of the collection system over a rolling period not to exceed 10 years. The routine inspection of all manholes over a rolling period not to exceed 10 years. The routine inspection of lift stations and pump stations shall be at a minimum of on a weekly basis. It is recommended that each



municipality have a SCADA system in place for the monitoring of the collections system. The repair of gravity sewers, force mains, manholes and pump/lift stations shall be completed on an as-needed basis. The collection system and its appurtenances shall be maintained in a professional manner at all times. CMOM programs shall be in place by September 30, 2025. See Appendix 4 for GCDC-WWS example CMOM plan. Additional information regarding CMOM Programs is available at [Guide for Evaluating Capacity Management, Operation, and Maintenance \(CMOM\) Programs at Sanitary Sewer Collection Systems \(epa.gov\)](#)

8. Each Municipality shall provide to GCDC-WWS an annual report that outlines the collection system activities and tasks that have been completed during the year. Annual Reports are due by April 1 of the following year. A template for the Annual Report will be prepared and distributed by December 1, 2022.
9. Each municipality shall be responsible for monitoring private sewer systems within their jurisdiction. It is recommended that private systems are required to have an AMP, CMOM, and an annual report. Metering at the outlet of the private system is recommended to determine the dry weather and wet weather flow associated with each private system. This may require Ordinance changes and GCDC-WWS is evaluating the existing language.
10. Commencing in 2025, if a municipality's peak hour flow exceeds the penalty limit of 3 times average day flow more than 3 times in one year, the Division shall notify the municipality that it has 90 days to submit a Corrective Action Plan to eliminate excess inflow and infiltration. The plan shall include identification, location, and elimination of excess inflow and infiltration.
11. The Division may not approve any additional connections to the system for communities that have exceeded the penalty limit of 3 times average day flow and that do not have an approved Corrective Action Plan.
12. In the event a rain event exceeds the EGLE design storm of 25 year/24 hour intensity (3.5 inches), the Division will not institute a penalty or require a Corrective Action Plan for communities with flows that exceed 3 times average flow.
13. This policy is based on the Division's current N.P.D.E.S. permit issued by EGLE. These permits are issued every five years with the next cycle commencing in 2023. This policy will be updated to reflect any changes in a new permit. The Division will provide the communities with 180-day notice of any changes.

#### **Definitions**

- Average Annual Day (AAD) - the average daily flow based on a minimum of 12 months of data.
- Max Day (MD) – the maximum flow in a 24-hour period based on a minimum of 12 months of data.
- Peak Hour (PH) – the peak one-hour flow based on a minimum of 12 months of data.

## LATERAL SEWER SYSTEM

### OPERATION AND/OR MAINTENANCE AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_, 202\_\_\_\_, by and among the County of Genesee, a Michigan municipal corporation, acting by and through its Drain Commissioner, in his capacity as the duly appointed and acting "County Agency", with principal offices at G-4610 Beecher Road, Flint, Michigan 48532, and \_\_\_\_\_, a Michigan municipal corporation, with principal offices at \_\_\_\_\_, Michigan (hereinafter referred to as "the Municipality"). The County Agency and the Municipality are sometimes hereafter collectively referred to as "the Parties".

#### WITNESSETH

WHEREAS, Act 342 provides that a county board of commissioners may authorize and direct that there be established a system or systems of water, sewer, or sewage disposal improvements and services within or between cities, villages, townships, charter townships or any duly authorized and established combinations thereof, within or without the County; and

WHEREAS, Section 2 of Act 342 authorizes the County to operate, repair and/or manage sewer or sewage disposal improvements, facilities and services (i.e., Lateral Sewer System) of any unit of government (i.e., municipality) by agreement entered into between the County and said unit of government; and

WHEREAS, Section 5 of Act 342 authorizes the County Agency to enter into agreements with units of government for the collection by the County Agency of connection charges (i.e., capital improvement fees), and rates, or assessments for sewer services; and

WHEREAS, the Municipality seeks to have the County Agency perform the services the Municipality has designated on the attached schedules, according to the terms stated below and in the attached schedules, as may be modified during the term of this Agreement as provided below.

NOW THEREFORE, for the mutual consideration and purposes set forth above, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

I. DEFINITIONS

The terms below are defined herein as follows:

- A. Act 222: shall mean 2001 PA 222, as amended.
- B. Act 342: shall mean 1939 PA 342, as amended.
- C. Act 425: shall mean 1984 PA 425, as amended.
- D. CMOM: shall mean the Capacity Management and Operations Maintenance standards of the County Agency.
- E. Fee Schedule: A schedule of fees charged by the County Agency for services, including those services set forth herein, which is posted at the County Agency's primary office and that may be updated from time-to-time by the County Agency. The Fee Schedule that is anticipated to be adopted and effective on January 1, 2026, is hereby incorporated herein by reference.
- F. Force Majeure: Shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State, or any civil or military authority, insurrection, riots, epidemics, pandemics, endemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to

machinery, pipelines or canals, partial or entire failure of a treatment facility, or on account of any other causes not reasonably within the control of the party claiming such inability.

G. Hot Spot(s): An area or areas determined by the County Agency within the Municipality's sewer system that experiences frequent blockages or needs frequent cleaning. Examples include, but are not limited to, areas of flat grade and the accumulation of fats, oils, and grease. If an area needs to be cleaned or flushed at a frequency of greater than or equal to once every ninety (90) days to remove obstructions, it shall be automatically considered a Hot Spot as that term is used herein.

H. Inflow and Infiltration Policy: The Inflow and Infiltration Policy shall mean the September 14, 2022, policy adopted by the County Agency, and any future amendments or revisions to said policy.

I. Maintenance: Such activities, as are identified in the attached Exhibit, that have been selected by the Municipality to be done by the County Agency to keep the Municipality's System of Lateral Sewers reasonably functioning in accordance with the CMOM standards of the County Agency. "Maintenance" activities include an inspection of the Municipality's System of Lateral Sewers to ascertain its current condition and to make reasonable repairs as prescribed in the attached Exhibit A. Maintenance does not include upgrades, improvements, or capital replacement of the System of Lateral Sewers, lift stations, and other similar assets that are recommended by the County Agency as part of its inspection services.

J. Operation: To manage and administer the general business activities of the System of Lateral Sewers, including such activities, where requested, of issuing permits, and collecting fees, for connection of users or customers of the System of Lateral Sewers; billing, and collecting payments from said users or customers, for sewage disposal services received by them.



at the rates set by the Municipality; remitting said payments to the Municipality, except as otherwise provided herein; and providing an accounting for said payment to the Municipality.

It also includes responding to, and making a record of, calls for service from the Municipality or users or customers of the Municipality; receiving complaints for property damage and/or personal injury due to backups or overflows in the System of Lateral Sewers; referring those complaints to the designated official or employee of the Municipality; and performing Michigan Utility Notification Center, commonly known as "Miss Dig" services.

K. Satellite Sewer System: Is a wastewater collection system that is owned and either operated by the Municipality or a third-party contracted by the Municipality with the exception of the County Agency, and discharges into the County Agency's interceptor mains to be treated at the County Agency's wastewater treatment facility.

L. Service Lead(s): The sewer line from the structure to the lateral sewer.

M. Sewage Disposal System Event: Shall have the same meaning as defined by Act 222, as hereinafter amended. Only for a point of reference, the current definition of Sewage Disposal System Event as set forth in Act 222, which has been codified into Sec. 16 of 1964 PA 170, reads as follows:

"Sewage disposal system event" or "event" means the overflow or backup of a sewage disposal system onto real property. An overflow or backup is not a sewage disposal system event if any of the following was a substantial proximate cause of the overflow or backup:

- (i) An obstruction in a Service Lead that was not caused by a governmental agency.
- (ii) A connection to the sewage disposal system on the affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout.
- (iii) An act of war, whether the war is declared or undeclared, or an act of terrorism.

N. System of Lateral Sewers: The sewer lines owned by the Municipality that collect and transport domestic and non-domestic wastewater from parcels that serve buildings, structures, , homes, businesses, institutions, etc., to the interceptor mains of the County. The System of Lateral Sewers does not include Service Leads from the Lateral Sewer to the building or structure, including the portion located in the right-of-way.

## II. SCOPE OF SERVICES

The scope of services under this agreement will vary according to whether the Municipality has contracted for Operation and/or Maintenance services by the County Agency. The Municipality has the option of selecting such services as it desires from the respective schedules of services set forth on Exhibit A that is attached hereto and incorporated by reference herein. The Municipality is required to state either "Yes" or "No" next to each service offered by the County Agency. By selecting "Yes" the Municipality is agreeing that the County Agency will be performing that service and by selecting "No" the Municipality agrees that the County Agency will not perform that service.

The description of the type of services provided is as stated on the schedule of service. If selected "Yes" by the Municipality, the County Agency is responsible for performing such services for the Municipality in accordance with applicable federal, state or Genesee County laws, regulations or standards. Otherwise, the County Agency shall perform such services in the reasonable and customary using best practices similar to other governmental agencies in Michigan. However, the performance of "Operation and/or Maintenance" services by the County Agency shall not impose on it the liability of the Municipality as owner of the System of Lateral Sewers for: 1) unlawful discharges into said system or inflow and infiltration into said system not caused by the act or omission of the County Agency; and/or 2) property damage and/or physical injury

caused by backup or overflow in the system the cause of which was an act or omission other than that of the County Agency.

If the Municipality elects to have the County Agency perform Maintenance services, the County Agency shall not be responsible for any Sewage Disposal System Event because of Hot Spots or the Municipality refusing to upgrade, improve, or capital replacement of the System of Lateral Sewers, lift stations, and other similar assets as recommended by the County Agency as part of its inspection services.

Upon written request by the Municipality, the County Agency will perform repair on Service Leads that are located within the right-of-way. The Municipality shall be responsible for the actual cost of the repair as invoiced by the County Agency.

### **III. RIGHT-OF-WAYS**

If the Municipality elects to have the County Agency provide Maintenance services under this Agreement, the Municipality agrees that it will grant the County Agency the right to use its streets, highways, other public places and public easements for the purpose of performing the Maintenance services under this Agreement.

### **IV. CUSTOMER RECORDS**

The Municipality shall maintain complete records of the number, sizes of service connections, and registered property owner for each parcel that is connected to the System of Lateral Sewers ("Primary Information"). Records may also include information typically maintained by a public utility, including, but not be limited to, GIS information, as-built drawings, sewer models, city works, and similar information ("Secondary Information"). The Municipality shall provide Primary Information to the County Agency upon request or monthly at the sole option of the County Agency. Secondary Information shall be provided to the County Agency by the

Municipality upon request by the County Agency or monthly at the sole option of the County Agency. In addition, the Municipality shall also furnish at the County Agency's written request the number of Residential Equivalent Units ("REU") for each water or sewer account located in the Municipality or serviced by the Municipality pursuant to Act 425 or similar public act.

#### V. FEES

The fees payable to the County Agency for the services provided under this Agreement shall be in the amount set forth in the schedule of service selected by the Municipality, as may be periodically modified as provided herein. The County Agency shall invoice the Municipality for all fees, which shall be delivered to the Municipality by the Agency by first class mail, email, or other mutually acceptable method. All fees shall be paid by the Municipality to the County Agency at the address set forth in Section X, below, by any method agreeable to the County Agency pursuant to the terms as stated on the invoice set by the County Agency to the Municipality.

Except for Items 2 and 3.B. of EXHIBIT A, which may be adjusted annually, fees in each schedule are reviewed on a five-year basis (the first opportunity for the County Agency to adjust the rates set forth herein is scheduled for January 1, 2031), at which time the fees will be set for the next five-year period. If determined by the County Agency to be inadequate, the fees for that service may be increased upon ninety (90) day advance written to the Municipality. If the fee increase for the service exceeds by more than five percent (5%) the fee for the immediately preceding five (5) year period, the Municipality may elect to cancel that service for the balance of the term of this Agreement as is stated in Section VII, which cancellation would be effective with the date a scheduled increase would cause the total of all costs to exceed by more than five percent (5%) the total costs of the preceding five (5) years.



The balance of any unpaid fees owed by the Municipality under this Agreement for services provided by the County Agency must be paid in full at the time the Municipality elects to cancel any services of this Agreement as provided above. Following notice of the cancellation of any service by the Municipality, or if any fees are due and unpaid within six (6) months of the end of this Agreement, the County Agency may escrow any funds it has collected but not remitted to the Municipality as security for the payment of the fees due to the County Agency for its services under this Agreement.

In addition, if the Municipality does not pay the fees owed for services provided by the County Agency when due, there shall be added a penalty of one percent (1%) per month for each month or fraction thereof for which the same remains unpaid. The County Agency shall have the right to utilize any method permitted by law, including, but not limited to, those remedies set forth in Section 5a of Act 342, being MCL § 46.175a or by this Agreement for the collection of the fees owed to it.

## **VI. INSURANCES**

The County Agency is insured for its errors, omissions, and negligent acts regarding the services provided herein. If there is a Sewage Disposal System Event as a result of the Maintenance provided by the County Agency, the County Agency will accept and defend any claim provided pursuant to Act 222 with the exception of Hot Spots. If the County Agency has recommended replacement or upgrade of any System of Lateral Sewers or sanitary lift station(s) that are not considered Maintenance and the Municipality has elected not to replace or upgrade the System of Lateral Sewers or sanitary lift station(s), the Municipality acknowledges that it shall be responsible for to defend any claim and may be named in any Sewage Disposal System Event

lawsuit. The Municipality is therefore required to insure its System of Lateral Sewers or sanitary lift station(s).

#### **VII. TERM OF AGREEMENT**

This Agreement shall become effective after approval by the governing body of the Municipality and by the County Agency and execution by the authorized officials of the Parties. It shall continue until 11:59 p.m., local time, on December 31, 2035, unless any service is earlier terminated as authorized by Section V, above or if the State of Michigan adopts legislation governing Satellite Sewer Systems or similar legislation, then this Agreement may be terminated by the County Agency by providing thirty (30) days' notice to the Municipality. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, if any.

#### **VIII. ENFORCEMENT OF COUNTY STANDARDS**

The Municipality shall adopt, maintain and enforce an ordinance that sets minimum standards or requirements for: a) connection of buildings to the Municipality's System of Lateral Sewers; b) the types of sewage that may be properly discharged into said system; c) the amount and terms of payment for connection fees and sewage disposal service rates; and d) penalties and enforcement mechanisms for violations of the above provisions.

The minimum standards prescribed by said ordinance shall be not less than those established by the Ordinance, Rules and Regulations of the Genesee County Drain Commissioner, as County Agency, as may be amended from time to time, which include, and not be limited to the following: the County Agency's Industrial Pretreatment Program ("IPP"); the Inflow and Infiltration Policy; and the Genesee County Sewer Use Ordinance.

The County Agency agrees that if the Municipality requests the County Agency to enforce IPP standards against a discharge point originating within the Municipality, the County Agency will enforce the IPP standards at no cost the Municipality.

The Municipality specifically acknowledges and agrees that should it select "No" to having the County Agency perform Maintenance services for the Municipality under this Agreement, then the Municipality must still acknowledge in writing that it is responsible to conform to the requirements of this CMOM policy and the County Agency's Inflow and Infiltration Policy.

The Municipality shall provide a copy of any proposed ordinance or amendment to an ordinance that is intended to satisfy the requirements of this Agreement, to the County Agency for review and comment prior to the enactment of said ordinance or amended ordinance. The review and comment by the County Agency shall not relieve the Municipality of its obligation to enact an ordinance which complies with the requirements of this Agreement. Nor shall such review and comment cause a waiver of the obligation of the Municipality to include in its ordinance any terms required by this Agreement.

#### **IX. INDEMNIFICATION OF COUNTY AGENCY**

In addition to Hot Spots and the Municipality not replacing or upgrading the System of Lateral Sewers as recommended by the County Agency, the Municipality agrees to defend, indemnify, save and hold harmless the County of Genesee, Michigan, its Boards, Departments, Commissions, officers, agents, employees, including the County Agency, its officers, agents, and employees, from and against any and all claims, demands or causes of action, whether based in contract, statute or tort, for economic and/or non-economic loss, due to personal injury or property damage, or both, arising out of the subject matter of this Agreement and not due to an act or

omission of the County Agency or some other municipality. This indemnification includes, but is not limited to, liability for a Sewage Disposal System Event, if the "substantial proximate cause" of the injury or damage was not an act or omission of the County Agency or some other municipality. It is expressly acknowledged and agreed that the Municipality is the sole "appropriate governmental agency" under Act 222 for its System of Lateral Sewers. The County Agency agrees to refer any claim, demand, or cause of action submitted to it and arising out of an alleged Sewage Disposal System Event to the designated officer or employee of the Municipality. Within ten (10) business days of receiving a claim, demand, or cause of action, the County Agency will notify the Municipality as to whether the County Agency will defend the claim, demand, or cause of action.

In the event of a dispute between the County Agency and the Municipality with respect to the "substantial proximate cause" of the overflow or backup, or whether the cause of injury or damage was otherwise due to an act or omission of the County Agency or some other municipality, the matter will be submitted to a committee consisting of one (1) representative appointed by the Municipality, one (1) representative appointed by the County Agency and one (1) representative mutually selected by the Municipality and the County Agency that has a worked in or adequate knowledge and operation of sewer systems. If the committee is unable to resolve the dispute, the Parties are left to their available remedies at law.

#### **X. NOTICES**

Unless otherwise provided herein, any notice, communication (other than invoices for fees and payment of any fees pursuant to an invoice provided to the Municipality by the County Agency), request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other

party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Municipality:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the County Agency:

Genesee County Water and Waste Services  
ATTN: Director, Division of Water and Waste Services  
G-4610 Beecher Road  
Flint, Michigan 48532

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party hereto.

#### **XI. DISREGARDING TITLES**

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.



## **XII. COMPLETE AGREEMENT**

This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.

## **XIII. VENUE AND GOVERNING LAW**

All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due at the location of the principal administrative offices of the County Agency. It is specifically agreed among the Parties to this Agreement that Genesee County, State of Michigan is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the Genesee County Circuit Court.

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

## **XIV. CONSTRUCTION**

This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

## **XV. MODIFICATION**

This Agreement shall not be modified, altered, or amended except through a written amendment signed by a duly authorized representative of both the Municipality and the County Agency.

#### **XVI. SEVERABILITY**

The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

#### **XVII. NON-BENEFICIARY AGREEMENT**

This Agreement is not intended to be a third-party beneficiary agreement and confers no rights on anyone other than the Parties hereto.

#### **XVIII. FORCE MAJEURE**

If by reason of Force Majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of the Municipality to make the payments required under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome

such inability with all reasonable dispatch. If the event results in an insurance claim and settlements are authorized, the settlement proceeds shall be in the name of the County Agency and the name of the Municipality. The County Agency and the Municipality shall mutually determine if the County Agency, the Municipality, or both shall be entitled to a share of the insurance proceeds.

**XIX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT**

The persons signing on behalf of each of the Parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of such Party and that this Agreement has been authorized by such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for

\_\_\_\_\_  
Municipality Supervisor/Mayor

\_\_\_\_\_  
Municipality Clerk

COUNTY OF GENESEE

By and through its:  
COUNTY AGENCY

\_\_\_\_\_  
Jeffrey Wright, Genesee County  
Drain Commissioner

**EXHIBIT A**  
**SANITARY SEWER OPERATING AGREEMENT**

**SCOPE OF SERVICES**  
**CITY OF MONTROSE**  
**(Data used as of January 1, 2026)**

Item 1: Issue B-Permits and/or perform inspection of connections to the local sewers, the charge by the County shall be established and included the Fee Schedule.

- A. The County Agency shall issue B-Permits to the property owner, developer, or other entity. The Municipality shall not issue a building permit or allow construction to begin within the Municipality until the Municipality verifies that a B-Permit has been issued by the County Agency and that all CCIF have been paid to the County Agency. This includes remodel, modification, or other changes to a structure that requires a building permit or that is regulated by the Michigan Building Code after this Agreement is executed by the parties hereto.

If the Municipality issues a building permit or allows construction to begin within the Municipality without first verifying that the County Agency has collected the CCIF then the Municipality shall be solely liable for the entire CCIF amount due and owing to the County Agency. The County Agency will demand payment of the CCIF a minimum of three (3) times from the property owner, developer, or other entity. If the property owner, developer, or other entity fails to pay the CCIF as specified in the demand for payment, then the CCIF shall be paid by the Municipality to the County Agency within thirty (30) days of notification from the County Agency that the CCIF is due and owing. The County Agency shall have the sole determination as to the number of REUs and the total amount of the CCIF due and owing.

Item 1: Acknowledgement of CCIF Policy: \_\_\_\_\_

Item 2: Billing the individual customers in the Municipality for sewer service and/or water supply and/or garbage and refuse or the balance of the tap-in fee due, the charge by the County to the Municipality shall be established and included in the Fee Schedule. This charge is per individual bill and only one billing charge will be made for each bill no matter how many service billings are on the bill.

Item 2: Yes \_\_\_\_\_ No \_\_\_\_\_

Item 3: A. Operation and maintenance of the gravity sewer system in the Municipality including all necessary cleaning, repairs and other services of maintaining and operating the system, the charge by the County to the Municipality shall be \$6.00 per lineal feet of sewer. Payment shall be in 12 equal monthly payments.

Item 3.A: Yes \_\_\_\_\_ No \_\_\_\_\_

Total linear footage of the Municipality's System of Later Sewers: **46907**.

Currently Monthly Fee to be paid by the Municipality: **\$2,345.20**. If the Municipality adds to or reduces the size of its System of Later Sewers, this Monthly Fee will be automatically adjusted by the County Agency.

B. Operation and maintenance of the pumping stations and force mains in the Municipality, including all necessary observation, repairs, and replacements; the charge by the County to the Municipality shall be established and included in the Fee Schedule.

Item 3.B: Yes \_\_\_\_\_ No \_\_\_\_\_

The pumping stations covered by this agreement are as follows:

**A. Clark Street – 136 Clark Street, Large sub - \$625**

Item 4: If the Municipality indicated "No" to Item 3.A, above, the Municipality may still elect to have the County Agency perform "miss dig" services at the cost of \$650.00 per month. **If the Municipality indicated "Yes" to Item 3, above, please indicate "No" below.**

Item 4: Yes \_\_\_\_\_ No \_\_\_\_\_

Item 5: The Municipality acknowledges that the following areas are considered Hot Spots as referenced in Section II and Section VI of this Agreement:

**GCDC-WWS SEWER HOT SPOT LIST 2025**

<u>Owned by</u>	<u>Route Name</u>	<u>Number of Manholes</u>	<u>Frequency</u>
City of Montrose	Montrose Car Wash	5	1 Month

The Municipality and County Agency acknowledge that if, after the Effective Date of this Agreement, the County Agency locates any additional Hot Spots, the County Agency will provide the Municipality with thirty (30) days written notice of the area where the Hot Spot is located. Thereafter, the County Agency will provide a proposed written plan to the Municipality on how to eliminate the Hot Spot along with a written cost estimate for the plan. If the Municipality elects not to move forward with the plan, it shall notify the County Agency in writing. If the Municipality does not move forward with the plan as presented by the County Agency, then the Hot Spot shall automatically be included in the list above (Item 5) and liability shall attach to the Municipality as set forth in this Agreement.



# CITY OF MONTROSE MEMORANDUM

**Date:** September 11, 2025

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

**From:** Joe Karlichek, City Manager 

**Subject:** Resolution to authorize the City of Montrose authorize and sign contracts and reimbursement requests with the GCMPC.

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**Background:** The Genesee County Metropolitan Planning Commission (GCMPC) recommended that the City of Montrose submit an updated signature card in preparation for program year 2025 funding. A signature card lets the GCMPC know who at the City is authorized to sign contracts and reimbursement requests.

I have included a resolution that needs to be approved by the Council.

**Recommendation:** City Administration recommends the City Council the Resolution.

City of Montrose, Michigan

Unit of Government

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

**WHEREAS**, the City of Montrose participates in the Genesee County Community Development Program; and

**WHEREAS**, the Genesee County Community Development Program has requested that we update our authorized signature card;

**NOW THEREFORE BE IT RESOLVED** that the following individuals are authorized to request reimbursements from the Community Development Block Grant (CDBG) Program:

Joe Karlichek  
Name

City Manager  
Position

Kim Lynch  
Name

Finance Manager/Treasurer  
Position

Christina Rush  
Name

City Clerk  
Position

I, Christina Rush, the duly appointed Clerk of the City of Montrose, Michigan, Genesee County, Michigan, hereby certify that the above resolution was passed at the regular meeting on September 23, 2025 by the Board/Council of City of Montrose, Michigan.



GENESEE COUNTY  
METROPOLITAN PLANNING  
COMMISSION

AUTHORIZED SIGNATURE CARD FOR CONTRACTS AND INVOICES

NAME OF AGENCY OR BUSINESS  
City of Montrose

ADDRESS OF AGENCY OR BUSINESS  
139 South Saginaw Street  
Montrose, MI 48457

SIGNATURES OF INDIVIDUALS AUTHORIZED  
TO SIGN CONTRACTS AND SUBMIT INVOICES

☐ ONLY ONE SIGNATURE REQUIRED  
☐ TWO SIGNATURES REQUIRED

1) TYPED/PRINTED NAME AND SIGNATURE  
Joe Karlichek

*Joe Karlichek*

2) TYPED/PRINTED NAME AND SIGNATURE  
Kim Lynch

3) TYPED/PRINTED NAME AND SIGNATURE  
Christina Rush

4) TYPED/PRINTED NAME AND SIGNATURE

I CERTIFY THAT THE SIGNATURES ABOVE ARE THE INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS AND SUBMIT INVOICES


\_\_\_\_\_  
SIGNATURE OF AUTHORIZING OFFICIAL AND DATE

PLEASE ATTACH ANY SUPPORTING DOCUMENTATION

# CITY OF MONTROSE MEMORANDUM

**Date:** September 2, 2025

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

**From:** Joe Karlichek, City Manager 

**Subject:** Consider Waiving of Water Rate Late Fee for Mrs. Sadie and Mr. Larry Leonard

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**Background:** Per City Secretary (see attached email) Sadie and Larry Leonard are respectfully requesting city council to waive a late fee of \$112.52.

There appears there may be issues with the Metro Plex postmaster system instigating delays in persons receiving their water bills on time. Mrs. Leonard explained she needs hard copies of water bills from her properties/parcels so that she can properly bill her rental tenants each month.

**Recommendation:** City Administration recommends city council consider waiving the fee of \$112.52.

**Joe Karlichek**

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**From:** Christine Schultz  
**Sent:** Wednesday, August 27, 2025 1:35 PM  
**To:** Joe Karlichek  
**Subject:** Late fee reversal for Sadie and Larry Leonard

Good afternoon,

Sadie and Larry Leonard are asking the council for a reversal in water bill late fees due to not receiving their water bills in the mail. This is the second month in a row this has happened. I have been hand delivering the bills to the postmaster every month. The issues that are happening once it is sent to the Metroplex is known. The total amount in late fees is \$112.52.

Sincerely,

***Christine Schultz***

Christine Schultz  
Secretary  
City of Montrose  
139 S. Saginaw Street  
Montrose, MI 48457  
810-639-6168 x1



# CITY OF MONTROSE

## MEMORANDUM

**Date:** September 15, 2025

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

**From:** Joe Karlichek, City Manager

**Subject:** SWOT Analyses

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The City Manager's Office and the City and Township Department Heads recently completed a SWOT Analyses of the City's Departments, City Administration, and the City overall. The results of this investigation are contained in the following pages and are intended to provide the City Council with a better understanding of the challenges that the City faces as well as its many strengths and attributes. It is hoped that City Council members find this report useful during their deliberations and the many decisions that they will face in their roles as elected officials.

## Introduction:

Although there are many factors that affect organizational success, meaningful success is impossible without effective planning. Planning facilitates the accomplishment of goals and objectives and provides a method or methods for doing so. It is a process that unifies an organization's efforts for the accomplishment of operational<sup>1</sup>, tactical<sup>2</sup>, and strategic<sup>3</sup> objectives and that establishes organizational priorities. It enables institutions to efficiently allocate resources for the greatest productivity and focuses its attention on teamwork and results. It reduces uncertainty and clarifies the range of consequences that result from policies, procedures, and actions.

Effective planning occurs through a process of assessments<sup>4</sup> and/or analyses. When organization needs to develop a tactical or strategic plan, a SWOT analysis is often utilized. SWOT analyses help organizations develop strong and effective planning through the identification of the strengths, weaknesses<sup>5</sup>, opportunities, and threats that are present and that can be expected to affect the organization's future. It provides a basis for evaluation of an organization's strategic position<sup>6</sup> and an operation from which decision-making can facilitate successful planning. It is intended to specify the objectives of an organization and to identify the internal and external factors<sup>7</sup> that are favorable and unfavorable to achieving those objectives.

The degree to which an institution's internal environment (i.e. its strengths and weaknesses) matches its external environment (i.e. its opportunities and threats) is expressed by the concept of strategic fit. Good strategic fit indicates that an organization's strengths and weaknesses are well matched with opportunities and threats of the organization's present and foreseeable future environments, and that decision-making for strategic planning will be uncomplicated and without many confounding influences.

The degree of strategic fit enables organizations to contemplate how strengths can exploit opportunities and overcome threats and how it can develop strategies for overcoming weaknesses to take advantage of opportunities and avoid threats. In this regard, strengths and weaknesses refer to features such as personnel, work environment, finances, capital assets, and leadership while opportunities and threats refer to matters such as macroeconomic influences including funding; the pace of technological development; law, legislation and regulations; sociological, cultural, and demographic

1 Objectives of one (1) year or less.

2 Objectives of more than one (1) year, but less than five (5) years.

3 Objectives of five (5) years or more.

4 Surveys, questionnaires, focus groups, meetings, interviews, and direct observations.

5 Situational or SWOT analyses.

6 Characteristics that give an organization an advantage over others; characteristics to build on.

7 Characteristics that give an organization disadvantage relative to others; characteristics to overcome.

8 Elements in the environment that an organization could use to exploit its strengths; occurrences to be explored.

9 Elements in the environment that could cause an organization trouble or difficulty; occurrences to be minimized.

10 How well it is performing.

11 Internal factors - strengths and weaknesses; external factors - opportunities and threats.

changes; and, in Michigan, state revenue-sharing, unfunded mandates and subjugation to the authority of state government. It is important to note that SWOT analyses only provide a starting point for the development of tactical and strategic plans as well as discussions that result in the formation of actual tactical and strategic plans and strategies.

It is also important to recognize that SWOT analyses are subjective inquiries and that the results often reflect the viewpoints (e.g. pessimists can see calamity in an opportunity and an optimist can see opportunity in calamity) and biases (e.g. sometimes threats can be viewed as opportunities and strengths as weaknesses) of those performing the probe. The utility and strength of SWOT analyses is that they examine an organization's current circumstances and prognosticate future possibilities to provide the basis for tactical and strategic planning through a systematic approach of introspection and consideration of present and future circumstances. In comparison to studies that incorporate experimental or quasi-experimental designs and statistical analyses, SWOT analyses perform analyses quickly and without much expense or a required expertise in statistics and research design.

### **SWOT Analysis - City of Montrose, Michigan**

The City of Montrose, Michigan's SWOT analysis was conducted by the City Manager's Office with assistance from the City's Department Heads. Data were collected from reports and interviews of the City's Department Heads, and case studies as well as from financial and other reports reviewed by the City Manager's Office. Collected data were validated through comparisons of interview, case study and report data. The results of the SWOT analysis are shown in Table I on the following page. Where appropriate and necessary, accompanying narratives follow this index.

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<b><u>Departments</u></b>	<b><u>Strengths</u></b>	<b><u>Weaknesses</u></b>	<b><u>Opportunities</u></b>	<b><u>Threats</u></b>
<b>DPW</b>	<ul style="list-style-type: none"> <li>• Knowledge of entire system.</li> <li>• Ability to perform many tasks</li> <li>• Availability</li> <li>• Communication</li> <li>• Respect for property</li> <li>• Pride to better city</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of personnel</li> <li>• Aging Equipment (Street Sweeper, Trucks &amp; Mower)</li> <li>• Lack of Funds for equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Training&amp; Certifications</li> <li>• Increase Collaboration with city finance manager</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of personnel</li> <li>• Aging equipment &amp; Infrastructure</li> <li>• Lack of Funding</li> </ul>
<b>Fire</b>	<ul style="list-style-type: none"> <li>• Dedicated volunteers</li> <li>• Great relationship in community</li> <li>• Great Prevention Program</li> <li>• Well Trained Dept.</li> <li>• Great Mutual Aid</li> </ul>	<ul style="list-style-type: none"> <li>• Financial Constraints</li> <li>• Staffing/Manpower</li> <li>• Updated Equipment</li> <li>• Keeping up with Changes</li> </ul>	<ul style="list-style-type: none"> <li>• Updated reporting</li> <li>• Increase Public Education</li> <li>• Grant Funding</li> <li>• Training with other departments</li> </ul>	<ul style="list-style-type: none"> <li>• Rising costs of equipment</li> <li>• Lack of manpower</li> <li>• Lack of Funding</li> </ul>
<b>Police</b>	<ul style="list-style-type: none"> <li>• Professional command staff &amp; Experienced Officers</li> <li>• Community Policing</li> <li>• Good equipment</li> <li>• Support from Twp. &amp; City Council</li> <li>• Community Support</li> <li>• Mutual Aid</li> </ul>	<ul style="list-style-type: none"> <li>• Staffing levels</li> <li>• Patrol Coverage</li> <li>• Lack of recruitment &amp; Advancement</li> </ul>	<ul style="list-style-type: none"> <li>• Increase recruitment of part-time officers</li> <li>• Increase community partnerships</li> <li>• Increase in training</li> </ul>	<ul style="list-style-type: none"> <li>• Public Sentiment</li> <li>• Budget restrictions</li> <li>• Aging Department &amp; Lack of recruits</li> <li>• Social Media misrepresentation</li> </ul>
<b>Water &amp; Sewer</b>	<ul style="list-style-type: none"> <li>• City purchasing from County</li> <li>• County has resources</li> <li>• Water lines are in relative good condition</li> </ul>	<ul style="list-style-type: none"> <li>• Water/Sewer Rate Study never conducted</li> <li>• Lack of Funding</li> </ul>	<ul style="list-style-type: none"> <li>• Strengthen relationship with county, state and federal partners.</li> <li>• Water Rate Study</li> <li>• Sewer Rate Study</li> <li>• Engineering Firm assist with Grant Funding</li> </ul>	<ul style="list-style-type: none"> <li>• Chronic lack of funding</li> <li>• Increase in costs from County to deliver water</li> <li>• Increase in costs for sewer from County</li> </ul>
<b>City Admin</b>	<ul style="list-style-type: none"> <li>• Relationships</li> <li>• Commitment</li> <li>• Adaptability / regulations</li> <li>• Dedicated</li> <li>• Experience</li> <li>• Building Dept. collaboration with businesses</li> <li>• Code Enforcement</li> </ul>	<ul style="list-style-type: none"> <li>• Workload &amp; balance during elections</li> <li>• Lack of training/Proff Development</li> <li>• Service delays</li> <li>• Tower issues (water reads)</li> <li>• City Hall lacks safety measures</li> <li>• Power outages -city hall</li> </ul>	<ul style="list-style-type: none"> <li>• Increase safety of city hall</li> <li>• Backup Generator</li> <li>• More Training BS&amp;A, Blue Water Meters</li> <li>• Collaboration with local, state and federal partners</li> </ul>	<ul style="list-style-type: none"> <li>• Lack of security - City Hall</li> <li>• Election Laws</li> <li>• Public Scrutiny</li> <li>• Cyber Security</li> <li>• Limited Staffing</li> <li>• Retention of staff</li> <li>• Legal Liability</li> <li>• Natural Disaster or Emergencies</li> </ul>
<b>City Overall</b>	<ul style="list-style-type: none"> <li>• Community Support</li> <li>• Low Crime</li> <li>• DDA to support Business</li> <li>• Reasonable Taxes &amp; Fees</li> </ul>	<ul style="list-style-type: none"> <li>• No Marketing Brand</li> <li>• Insufficient wages</li> <li>• City Website</li> <li>• Staffing for DPW, Police, Fire and Admin</li> <li>• Financial position</li> <li>• Lack of succession</li> <li>• Lack of professional development</li> </ul>	<ul style="list-style-type: none"> <li>• Economic Partnerships</li> <li>• Training- professional development</li> </ul>	<ul style="list-style-type: none"> <li>• City Hall lack of security</li> <li>• No succession plan</li> <li>• Public-Safety Funding</li> <li>• Unfunded Mandates</li> </ul>

## Discussion

### DPW

- **Strengths**

- Both Mr. Spence and Mr. Biggs work well together. They are highly committed to bettering the city every day. Both are driven individuals accepting the ever changing work demands.
- Strong and Effective Leadership - Both the DPW Director and Assistant DPW Director are congenial and utilize situational leadership styles that encourage employees' loyalty and commitment to their work, the City, and the Director and Assistant Director.
- Collaborative Work Practices - These work practices are facilitated by the strong and effective leadership of the DPW Director and Assistant DPW Director. These behaviors encourage strong and effective problem solving and provide the basis for quality assurance and outcomes that attain desired results.

- **Weaknesses**

- Aging Equipment - Of the vehicles the DPW has, the condition of the City's street sweeper is of a significant concern, often unreliable, and would cost \$215,000 - \$350,000.00 to replace.
- Staffing - The DPW has been without the staffing of an additional employee for quite some time and leaves the city in a precarious positions when an injury or sickness may occur not to mention PTO. Staff has routinely relied on this design for far too long.
- Professional Development - There has been no appreciable connections with the DPW and City Administration/Finance Manager and CIP Planning for some time, rendering the city's DPW rudderless, not involved and uninviting culture. This creates a fragmented approach to planning and proper allocation of funds to projects that are actually needed vs. perceived.

- **Opportunities**

- USDOT/MDOT Funding - Funding from USDOT through MDOT as administered by Genesee County is available on certain roads depending upon their designation, truck and passenger car volumes, roads' conditions and other factors. Montrose is currently in the queue for 2029 funding of Nanita Street with an 80/20 cost-sharing formula and receipt of about \$127,680 in federal funding and available in FY2029.
- Training and Professional Development and involvement in city admin budgeting and decision making as city admin builds on succession planning city-wide.

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- **Threats**

- Lack of personnel will need to be addressed so that the city is not left with unkempt parks, streets and increase in risk management.
- Act 51 and Local Road Funding Decreases - State and local funding for the maintenance and minor repair of major and local roads provides the City with approximately 60% of its annual appropriations for these purposes. Significant decreases to this funding due to economic decline and smaller fuel tax collections and grants would have a significant impact upon the City's ability to maintain and repair roads within the City and remove ice and snow.

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## **Fire Department**

- **Strengths**

- The backbone of any community is its fire department and paid on call firefighter (POCFF's). It is clearly demonstrated in their passion for firefighting and the services that they provide to the City of Montrose. Their acclaim and backing of the Fire Chief are obvious and unmistakable. The work culture is collaborative, and they perform their duties and responsibilities productively and methodically.
- Strong and Effective Leadership - Despite this department's mission that encourages an authoritarian leadership style, the Fire Chief expertly exercises situational leadership that encourages POCFFs' loyalty and commitment to their duties and responsibilities, the City, and the Fire Chief.
- Collaborative Work Practices - The strong and effective leadership of the Fire Chief as well as the culture and mission of firefighting have encouraged an atmosphere of cooperation and teamwork that is effective.

- **Weaknesses**

- Staffing - The fire department has a total roster of 16, including the chief and average age of the firefighters presents a challenge when new recruits are lacking.
- Equipment – The fire department apparently tried to increase its millage to replace some its aging trucks and was narrowly defeated. The cost of equipment and trucks are rising year over year. To obtain a single fire engine with 1,000 gallon pumper takes over two years and at a baseline cost of nearly \$500,000.00 - \$750,000.00
- Financial Constraints – Fire Departments are routinely exposed to unfunded mandates and presents not only a weakness but a threat to its future and existence. Without a Strategic Plan to combat this ever growing challenge, the Fire Department could face extinction over the next 5 – 10 years.

- **Opportunities**

- Increase in Public Education – The fire department must take advantage of public education and awareness to its importance and mission in the community.
- Combining Fire Departments – Consideration to combine fire departments and create a Fire Authority to improve financial, operational and recruitment status.
- State and Federal Partnership – the city taking a proactive role in relationship building with State and Federal Legislatures and facilitate to secure grant funding to mitigate the weaknesses and threats.

- **Threats**

- Recruitment - Attracting individuals to work as POCFFs has become a difficult task across Michigan. What were once easy positions to fill have become burdensome for most fire departments. POCFF staffed fire departments have found that the evolution of economic conditions that require many people to work second-jobs has precluded many from work as a POCFF. Simply put, most people will not commit to this type of work at undetermined hours, on an on-call basis, evenings, weekends, and holidays for an hourly rate comparable to that given at some fast-food restaurants or offices where the schedules are fixed and without the risks associated with firefighting. In Montrose, recruitment has been difficult despite much effort to attract applicants.
- While some of this occurrence is most certainly related to cultural and economic conditions locally and across America, it is also related to the low starting salary offered by the Montrose Fire Department.
- Retention - The Michigan Municipal League reported recently that the ranks of Michigan Firefighters has decreased by approximately 40% since 2001. While many factors are certainly responsible for this phenomenon, economic and cultural factors as well as the erosion of pay and benefits have combined with the aging of Michigan's Firefighter ranks to cause this to occur. Some fire departments have sought to curb attrition by expanding or offering retirement stipends to POCFFs annually or by improving the hourly rates of POCFF and creating step-increases pegged to fire department seniority or seniority-in-rank. In Montrose, the Fire Department offers hourly rates, and new recruits are at minimum wage until they are certified. Many would consider that these hourly rates are considerably lower than neighboring fire departments.

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## **Police Department**

- **Strengths**

- Trust has been established between law enforcement and the people they protect and serve and continues to be the objective.
- Creating stability in both the city and township by promoting positive relations and contributing to the integrity of our criminal justice system.



- Strong, effective leadership has enabled the department to be respected and those enforcing have provided legitimate policing principles equally and fairly.

- **Weaknesses**

- Staffing – This is both a weakness and threat. Staffing within the police department is considered a near crisis level given the age demographics, low pay and may encounter more difficulties when the departments “wage re-opener” begins in early 2026. These occurrences may force a percentage of healthcare to be deducted and may include no pay increase. Effectively, loss of pay will occur and could drive what is left of the full-time officers, to seek employment elsewhere and prohibit part-time officers to even be recruited.
- Part-time Police & Civilian Personnel Wages - The wages of the City's Full and Part-time Police Officers have not increased to match the level of surrounding departments. This has created a gap from where officers can migrate to full-time. Currently the part-time pay is \$21.00/hour with no other benefits or enhancements (e.g. holiday pay), unlike some other police area agencies. The Montrose City part-time police officer wage is at about the 20th percentile of area police agencies that employ part-time police officers and considerably below the average pay (\$24.00/hour) of area police departments. Without proper pay, recruiting officers into a position they can foreseeably grow into is a barrier.
- Civilian Staff - The police department lost its civilian staffer which handled walk-ins, FOIA requests and assisted the department in various other matters. The chief assumed those duties and binds him to the department and potentially limiting his ability in engaging the community.
- SRO – There is a possibility the SRO program may not be funded next year. If this position goes away the department will suffer from the ability to recruit, retain and promote officers within. This could also pose a threat to both the students and staff in the Montrose Community.

- **Opportunities**

- Funding Partnerships - The likelihood of future funding partnerships for police programs, staffing, and equipment is looking less and less favorable. Federal and state grants have been increasingly focused upon providing financial assistance to partnering police agencies for the purpose of facilitating efficiency and economy. While this is listed as an opportunity, city and township administrations will need to watch closely these Grants and others perhaps at the State level.

- **Threats**

- Attrition - It is expected that the Police Department may face the likelihood of an exodus of part-time & potentially full-time Police Officers, if the current level of compensation continues. Since the current hourly-wages is at the 20th percentile (i.e. 80% of surrounding Police agencies pay their full or part-time police officers more than Montrose) of that paid by area police agencies and nearby police agencies pay considerably more and is likely that police officers may leave the employment of the Montrose Police Department for other police agencies where the hourly pay-rate and professional development is greater.

- Recruitment - The recruitment of police personnel has become increasingly difficult over the past ten (10) years. Research conducted by the Pew Research Center and the United States Department of Labor - Bureau of Labor Statistics (BLS) suggests that police recruitment difficulties are due primarily to a low number of applicants and a significant number of applicants who fail background investigations or fail to divulge disqualifying information. This research also proposes that fewer applicants to police officer hiring solicitations seem to be related to generational differences and thinking that values a better work-life balance than is possible for those working as police officers. Certainly, negative perceptions of law enforcement have been partially responsible for recruitment problems, but work difficulties, such as line-of-duty deaths and stress, are also significant contributing factors.
  - Retention - A healthy organizational culture is important for police officer retention. It is a function of both the leadership exercised by police supervisors and the leadership practices of the appointed and elected officials of the community in which the police department delivers service. The morale and esprit-de-corps that emanates from this leadership is an important aggravator or mitigator of police officers' stress as well as their sense of personal value and accomplishment from their work. Healthy leadership conveys respect and appreciation for the difficult work that police officers perform daily and their task to establish order from chaos when others cannot. Good salaries and benefits are important factors that encourage police officer retention. These occurrences not only communicate appreciation for officers' work and strengthen their self-esteem but also enable officers to more easily deal with the cognitive dissonance that often accompanies the duties and responsibilities of policing.
  - National, State, and Local Groups that Disparage Police - Many believe that the disparagement of police and authority has evolved from cultural forces that have encouraged many to be narcissistic and to have a profound sense of entitlement. The likely spread of these behaviors and this thinking throughout the society is of great concern and will certainly affect police policies and operating practices as well as strategies for the recruitment and retention of police officers. If the deterioration of the public image of police spreads throughout the population, attrition from the ranks of police can be expected to rise, recruitment can be expected to become more difficult, and retention difficulties will increase due to stress and working difficulties that will not be counterbalanced by retirement benefits of that given hitherto.
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## **Water/Sewer**

- **Strengths**

- The city's water supply and sewer system is relatively good shape considering its age.

- **Weaknesses**

- No water rate study has been conducted and may have compromised the city's ability to fully fund its ability to improve infrastructure.
- The city has no lead pipes, however there is an undetermined number of galvanized pipes, the city is still ascertaining and may need replacing. EGLE has required such inspections and replacements with no funding opportunities.

- **Opportunities**

- The city is working with its engineering firm F&V and have identified a number of projects where Grants and Congressional Discretionary Spending may be available to achieve its goals.
- Water Rate Study – the city is currently conducting a water rate study, which the council approved, through a remaining Grant. Report is forthcoming to determine the city's position.

- **Threats**

- Water Rates have not changed in 2+ years exposing the city to not be properly positioned to adequately fund infrastructure and fund its daily water supply from the county.

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## **City Administration**

- **Strengths**

- Employees - The employees are devoted to excellence and committed to their work. They are exceptionally skilled and motivated individuals who are diligent and conscientious. Their workplace behaviors demonstrate loyalty and respect for the organization.
- Strong and Effective Leadership - City administration, collectively, have years of experience that has enabled strong and effective leadership. Administration adeptly practices situational leadership that promotes a supportive and cooperative workplace and an atmosphere conducive to productivity and excellence.
- Collaborative Work Practices - Through continued strong and effective leadership practices, the City Manager, Clerk, Secretary, Deputy Treasurer and Finance Manager has communicated the importance of accomplishment through group effort and methods of effective collaboration and task-sharing. City administration will continue its efforts and enable the establishment of efficient work practices that have provided immense benefit during elections and special projects.



- **Treasurer/Financial Manager** - One of the lynch pins of every municipal organization is its Treasurer and Financial Manager. It is the duty and responsibility of this individual to ensure that not only clerical accounting functions are performed properly, but that sound financial advice is provided on matters such as appropriations, revenue, expenses, debt service, pension and OPEB obligations. This position requires skills that include forecasting, networking, strategic financial planning, and collaboration with other City officials as well as with state and federal representatives that are responsible for funding. Without the sound advice of an accomplished Treasurer and Financial Manager, a community's successfulness is diminished and threatened. Currently, the City's position has greatly strengthened under the leadership of Kim Lynch with the City's ability to execute sound operational and long-term strategic planning. Kim has intensely increased the city's competency to make financially sound decisions. While the city is training its Deputy Treasurer position, if the current person (Kim Lynch) were not in the role, the city would suffer greatly. It is critically important that the City not and no longer accept mediocrity, because this position requires the education, experience, and enthusiasm required for excellence and the City's long-term well-being.

- **Weaknesses**

- **Staffing** – While improving with its recent hiring, the current staffing of City Administration provides approximately 80 hours of clerical work weekly for work tasks related to voter registration; election processes; building permit, inspections, and code enforcement; water/sewer collections; zoning; City record retention and maintenance; accounts payable and receivable as well as cash receipts; and requests for all City services made by telephone. The current staffing requires a skill set based not only upon experience and education, but also training in software applications such as Microsoft Office and BS&A. The current level of staffing often causes deficiencies in effectiveness and efficiency and sometimes prevents tasks from being completed according to schedule or requires their completion to be delayed or postponed. Much of this is related to many years of “silo driven” leadership and no succession planning within the organization. It is believed that many of these occurrences could be eliminated by the elevating of the current part-time clerical position of thirty (30) hours/week to full-time. Despite this part-time employee's short tenure with the City of less than a few months, she has expanded her knowledge and skill of BS&A software and office protocols to vastly surpass the performance expectations established for her when she began. It appears that this employee's transition will provide immense benefit to the City since skill to efficiently utilize BS&A software is esoteric and difficult to acquire. Moreover, it is believed that it is important to consider the likelihood that this employee could consider leaving for full-time employment elsewhere, should it be available.

- **Opportunities**

- **Public/Private Partnerships to Promote the General and Central Business District** – DDA funding should be earmarked to economic development programs that will assist and promote businesses in and around the Central Business District. This funding together with efforts by staff and elected officials should focus on methods of making the City a destination for shopping and dining. Through collaborations with consultants specializing in these activities, the City, through its DDA, should create initiatives that encourage residents to shop and dine locally and to promote the City to their friends and acquaintances who live elsewhere. While



grant funding of these partnerships may not be readily available, appropriations may be possible in future budgets, and the City should strongly consider collaborating with the DDA in the funding of these projects if adequate revenue is available.

- **Threats**

- **Attrition** - While there are many factors that contribute to the resignation of employees or their retirement as soon as they are eligible, certainly salary and fringe benefits, workplace ambiance, and leadership affect attrition and the retention of employees. Leadership styles also affects attrition through its influence on workplace ambiance and morale. While circumstances certainly require leaders to be authoritarian at certain times and during certain events, authoritarian and/or micromanaging leadership styles often create work environments that cause employees to feel devalued and unappreciated. These experiences encourage attrition, especially when other factors such as salary and benefits do not fulfill an employee's needs or expectations.
- **Recruitment** - The identification of qualified and conscientious individuals for specialist positions requiring specific software skills (e.g. proficient use of BS&A) has become an increasingly difficult task. Software, such as BS&A for instance, has a user population that is limited to governmental entities and their contractors, and this occurrence limits the number qualified and possible applicants when open positions occur. It causes applicants with these credentials to gravitate toward open positions that offer full-time employment and causes recruitment for part-time positions to be difficult and challenging. Furthermore, recruitment strategies need to include a recognition of the importance of work-schedule flexibility and provisions for enabling employees to maintain a good work-life balance. This aspect of employment has become critically important for many well-qualified applicants who struggle daily to fulfill familial responsibilities as single-parents or as dual-income parents. Research has demonstrated that most employees demonstrate a greater sense of loyalty and commitment to an organization and its mission that is facilitated by the empowerment and self-determination accomplished by flexible and innovative work schedules.
- **Retention** - The quality of an organization's leadership, the compensation that it gives its employees, and its workplace ambiance affect whether employees leave as soon as they are eligible for retirement or whether they remain. Every organization has an interest in the retention of good employees due to these employees' understanding of not only the organization and its processes, but also its history and its patrons. These circumstances cause organizations with good compensation, leadership, flexible work schedules, and work environments to be the best at retaining employees.

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## City Overall

- **Strengths**

- Community Support - Residents and businesses overwhelmingly support the City and its delivery of services. A review of social media as well as conversations with residents and business owners indicate a general satisfaction with the quality of the City's services and the City's responsiveness to complaints, problems and difficulties. There is obvious approval and support of the efforts and work of the Police and Fire Departments and prodigious satisfaction with how the DPW maintains the City's parks, roadways, and easements.
- Low Crime - Montrose City and Township ranks in the 55th percentile for safety, meaning it is safer than 55% of cities but less safe than 45%. This analysis applies only to Montrose's official city boundaries. The crime rate in Montrose is 22.34 per 1,000 residents in the typical year. When comparing cities such as New Lothrop, Clio, Flushing and Birch Run, Montrose is considered a very safe community. While this assertion should not sway the reader into thinking we should hit cruise control, crime will increase if we ignore the SWOT provided with this report. The low crime is certainly due to the good communication between the police and the community as well as the Police Department's leadership and the enthusiasm and commitment of its sworn and civilian employees. The low crime has enabled the community to retain its walkability and overall safety as well as its small-town appeal.
- Excellent Public Service - It is the opinion of most residents and businesses that the City delivers excellent public service. The outstanding level of public service is attributable to the City's department heads and the City's dedicated and loyal employees.
- Reasonable Taxes and Fees - The City homestead property tax rate of about 26.034 mills (not including schools, county millages and special assessments) coincides with the average tax rate of all the communities around the state (i.e. 50% of communities have tax rates higher than the City of Montrose and 50% have tax rates lower than the City of Montrose). Its building permit fees are comparable to those of surrounding communities and its other fees are considerably lower.

- **Weaknesses**

- City Hall – City Hall security is non-existent. City Hall needs a barrier with walk-ins and administration to shield them from possible threats. The city maintains a till where customers pay water, utility and tax bills. In an open environment, such as city hall, it is inviting threats. City staff have stated numerous times their concerns. City staff needs a safe environment and at the same time maintain its commitment to customer service and support through traditional secured measures most municipalities have. City administration is determined to improve city hall security and can do so for relatively low cost.
- No Marketing Brand - The absence of a marketing brand restricts the City's ability to attract businesses and business patrons and diminishes its ability to facilitate economic development. This occurrence has caused the City to often be overlooked by both residential and commercial developers as well as individuals seeking to purchase homes as residences. Thus far, this deficiency does not seem to have been effectively addressed by the DDA and

Chamber of Commerce, collectively by the City's businesses, by City government, or by a true partnership of any of these entities.

- **Inconsistent Salary Reviews and Increases Across City Departments/Professional Development** - Salary reviews and increases have been inconsistent across City Departments and work classifications, and this occurrence has made it difficult for the City to maintain enthusiasm and morale. Practices that resulted in near zero evaluations and increases for some employees and no increases for other employees reportedly caused employees to feel devalued and maltreated. Employees report that this and other experiences of the same type caused them to sometimes lose their respect for the City. Employees report that their continued commitment to their work may diminish without this adequately being addressed. Professional Development is scattered and not tied to annual evaluations simply because annual employee evaluations are nearly non-existent. Arbitrary wage increases and tossing of bonuses is not appropriate.
- **City Website** - The City's website is visually unappealing and does not incorporate any links to social media feeds. As information is increasingly shared through mobile access to websites and through social media, the City must adapt its web presence to facilitate these modalities and other methods by which people access government and information that government disseminates. The City is currently in the process of updating its website design. It is expected that this work will result with the redesign of the City's website by December 2025 or January 2026.

- **Opportunities**

- **Economic Development of Business Districts** – The City's DDA, through partnerships with vendors, the economic development of the City's business district could occur through City sponsored social media pages that encourage residents to "shop or dine locally" or that highlight recreational activities at City's parks near the downtown area. Many vendors provide turn-key methods to accomplish these results and utilize video and pictorial means that cause viewers to be curious of communities and their businesses shown. Data suggest that these efforts often inspire these viewers to visit businesses and downtowns highlighted in these presentations and to patronize restaurants and shops there.
- **Funding Partnerships** - Organizations, such as the Community Foundation of Greater Flint and others, County Millages may provide opportunities for grants and funding partnerships for the support of local businesses and downtown areas. When feasible, the City should evaluate these offerings and determine whether their criteria match any circumstances and needs of the City.

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- **Threats**

- **Statutory State Revenue Sharing** - Currently, cities, villages, and townships are receiving \$333M in statutory revenue sharing payments. The Governor's proposal increases that to \$345M (4% increase), the Senate's proposal increases that to \$366M (10% Increase), and the House proposal reduces that to \$293M (12% cut). These circumstances places CVT's in limbo. The State's FY is October
- **Unfunded State Mandates** - It can be expected that unfunded mandates will continue to occur as a result of EGLE Administrative Consent Orders and that these mandates will require costly renovations or expensive new equipment for water/sewer & PFAS. Similarly, it can be expected that new training criteria and changing safety equipment requirements will cause municipalities to spend more for public safety and DPW operations.
- **Stagnant Tax Base** - The City's non-expanding or near stagnant tax base causes City revenues to be tied to inflation or 5%, whichever is less, regardless of the cost of goods or services that can increase at a rate greater than the overall rate of inflation used for the purpose of computing property tax according to Proposal A.

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**Recommendation:** City Administration recommends the Mayor and city council study this report and provide feedback. City Administration intends to use this report for development of policy and strategic engagement through the Mayor and city council in preparation for FY26/27 Budget Planning and Policy Direction.

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**Joe Karlichek**

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**From:** Mark Richard  
**Sent:** Monday, September 15, 2025 7:32 PM  
**To:** Joe Karlichek  
**Subject:** Agenda Items for September 2025 Council Meeting

I would like to have these items placed on the agenda for the September 2025 Regular Council meeting:

- 1). That a copy of the attorney's opinion on City Manager's Joe Karlichek contract be given to all council members present at that meeting and for discussion.
- 2). That a copy of the attorney's opinion on the Finance Managers contract be given to all City Council members present at that meeting and for discussion.
- 3). To give the City Council a break down on hourly rate for the Finance Manager and Deputy Treasurer, and the hours worked by the Finance Manager and Deputy Treasurer for the last 8 weeks.
- 4). That City Council members discuss compliance of the City Charter.

Mark F. Richard CSMP Montrose Mayor Protem

1.

# CITY OF MONTROSE MEMORANDUM

**Date:** September 8, 2025

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

**From:** Joe Karlichek, City Manager

**Subject:** Consider Approval Security System - Entry Doors of City Hall

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**Background:** After multiple discussions with City Staff and the history of “keys” that have been distributed or provided to many people over the years, City Hall is in need to ensure its security for those who are entering/accessing city hall are accountable. Several or more city council persons and city staff have also expressed concerns surrounding security of city hall. Security of city hall has been identified in the issued SWOT as a number one item to address.

In addition, we will eliminate “missing” keys which opens up additional security concerns. City Hall maintains a cash box as well for our customers and constituents who pay their utility bills, rentals, taxes, etc. Employee files/HIPAA and contracts also contain sensitive information. While those files are secured in filing system, the exposure to the city doesn’t end when business hours end. While open access during the day on the main door remains, what is not certain is after-hours activity.

This Administration is in the process of developing a broader security strategy which I have shared with the Mayor and other members of council. I have spent a number of hours with staff seeking their feedback regarding city hall security. However, having secure access to doors is first and of utmost priority.

If city council approves, city staff, police and fire chief, city planning board and DDA Chairpersons will be issued a FOB as well as city mayor and all of city council. Door accessed can be regulated in many ways to restrict people, days, and times with either choice of systems. Keys to city hall will remain only for city manager, clerk and secretary in the event there is failure of the system.

Administration requested the following quotes:

1. **Ace American Alarm – Bridgeport, MI**
  - \$4,450.00 and Monthly Cloud Access \$24.00 per month.
  - 1 Year Warranty
2. **Solucient formerly known as Sonitrol, Grand Blanc, MI**
  - 6,877.38 and Monthly Access \$75.00 per month.
  - Lifetime Warranty
3. **Pye Barker Fire & Safety, Grand Rapids, MI**
  - \$8,938.96 and Annual Access control \$240.00
  - 1 Year Warranty

**Recommendation:** City Administration recommends the City Council approve one or none of the options to improve security of city hall. Funds from FY25/26 Budget Account 101-265-801 are available.



August 7, 2025

City of Montrose  
139 S. Saginaw Street  
Montrose MI 48457

Joe Karlichek 810-625-4886  
manager@cityofmontrose.us

**Scope of Work – Install New Door Access on Two Doors**

**Parts List:**

- 1- DMP XR550 Access Control Panel (can have up to 99 doors)
- 2- DMP 734 Weigand Interface Modules (connects doors to control panel)
- 2- HID Card Readers
- 2- HES Electronic Door Locks
- 1- Point of Connection to Network for Connect One Cloud Services
- 1- Door Access Power Supply
- 2- Door Access Key Fob Packs (10 count per pack)

Total Cost including installation and 1-year warranty = **\$4450.00**

Monthly Cloud Access Fee = **\$24.00** per month

**\*\*Due to changing market dynamics, our quote validity period has been altered to 30 days\*\***

**Installation timeline will be established once an approval is received, and parts availability is confirmed by manufacturer.**

If you have any questions please contact me to go over the details.

Sincerely,

Chris Graves  
Ace American Alarm Co.  
1-800-262-5256/ 989-777-8390  
AceAmericanAlarmSalesDepart@gmail.com



**SOLUCIENT**



City of Montrose

Solucient Security is pleased to present this comprehensive proposal for our leading-edge security solutions. We understand the importance of safeguarding your premises and assets. This overview will highlight the key features of our proposal, including **access control**.

Our **access control solution** enables you to regulate and monitor access to your premises effectively. With Solucient Security, you can ensure that only authorized personnel can enter restricted areas, enhancing security and preventing unauthorized entry.

With your approval of this proposal, and receipt of your deposit, Solucient Security will begin the process of scheduling and installing your system. We remain available to you and your staff to answer questions and welcome the opportunity to discuss the proposal in further detail.

Total Proposal Amount	\$6,877.38
Monthly Professional Services	\$75.00

*The above price excludes tax.*

**Jim Hine**

*Project Specialist*

*[jhine@solucientsecurity.com](mailto:jhine@solucientsecurity.com)*

Phone: (989) 509-5163





# Service Contract Proposal

2101 Martindale Ave. SW  
Grand Rapids, MI 49509

(800) 444-8719

<b>Submitted to</b>	Joe Karlichek	<b>Date</b>	8/20/2025
<b>Customer</b>	City of Montrose	<b>Worksite</b>	City of Montrose
<b>Address</b>	139 S. Saginaw Street Montrose, MI 48457	<b>Address</b>	139 S. Saginaw Street Montrose, MI 48457
<b>Phone</b>	810-625-4886	<b>Proposal #</b>	55-074
<b>Email</b>	manager@cityofmontrose.us	<b>Prepared By</b>	Eric Cheyne

Pye-Barker Fire & Safety is pleased to submit our proposal to include the furnishing, installation, and programming of a complete access control system to secure two designated doors. The system will provide authorized entry, maintain security, and allow for future expansion if needed.

- (1) Access control panel capable of managing a minimum of two doors.
- (2) Card/mullion-style readers (one per door).
- (2) Electric locking devices (electric strikes, per door requirements).
- (1) Power supplies, batteries, and enclosures as required.
- (1) Cellular communication
- (1) 10- Pack Access Cards

## Access Control

- Estimated Install Cost: \$ 8,938.96 Please Initial If Required: \_\_\_\_\_

**\*\*\* Pye Barker is not responsible for delays due to equipment shipments. This proposal does not guarantee any completion date\*\*\***

## GENERAL NOTES:

- This proposal is based on .... Any additional devices will be provided for an additional cost.

Access Control Annual Cost: \$240.00

Initial If Required: \_\_\_\_\_

Initials: \_\_\_\_\_

55-074 City of Montrose- Access Control Proposal


Page | 1

## GENERAL NOTES:

- Sales Tax, if applicable. Will be added to the pricing above.
- Normal business hours are Monday - Friday from 8:00 am to 5:00 pm.
- A closer inspection may reveal that additional parts, labor and materials are required to correct equipment issues. In this case, a new proposal will be submitted prior to any additional work being completed.
- Inspection truck charge and dispatch & compliance, each charged once per month(s) we perform inspection(s). This does not apply to monthly inspections.
- If the jurisdiction requires uploading of documentation, additional fees will apply.
- 
- **This quote does not include any engineering or permits. If required, additional cost will apply.**
- Any changes will be in the form of change order payable by the customer.
- The Owner is to program credentials into the new access control system after training.
- **This proposal includes 10 Prox Card Credentials. If additional Credentials are required, they will be provided for an additional cost.**
- Price based on customer supplying and/or installing;
  1. Any/all required 110vac for control panels on dedicated circuit's w/breaker locks.
  2. **The Owner is to provide the necessary Computer/Server that meets Doors.Net System requirements. If the Server needs to be provided, additional cost will apply.**
  3. One network connection with static IP address is to be provided at each of the Server and Access Control Panels.
  4. Any IT Support if required, is to be provided by the Owner.
- 5. The customer is to coordinate meetings between various trades. If additional trips are required due to other trades, additional cost may apply.
- Price based on the ability to prewire, and no conduit or raceway is required. If required, additional cost will apply.
- Patching and painting is not included in this proposal.
- Price based on normal working hours and free access.
- Price based on non-union wages, bonds...
- Price firm for your acceptance within 15 days; due to fluctuating material costs, equipment, labor and shipping delays, etc. As such to offset escalating price increases, equipment will be ordered upon receipt of PO and stored in a secure, heated and insured warehouse until the project requires said eqp. Equipment will be billed for upon our receipt.
- Warranty is for a period of 1 Year for parts not including acts of God.
- Terms: Progressive monthly billings, balance net 15 from completion. Materials are billed in full prior to installation.
- Price does not include sales tax.

Pye-Barker shall undertake services contemplated by this proposal and proposes to furnish labor and materials, in accordance with the above specifications, for a total price listed above (hereinafter referred to as the "Base Contract Price"). Pricing is based on all items being accepted. Should the customer wish to approve some items and delay others, this may result in a new proposal being submitted. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner in accordance with Underwriters Standards, and a Michigan Inspection Bureau approved installation. Our employees are fully covered by Workmen's Compensation Insurance. Pye-Barker advises Customer that it is a licensed mechanical contractor and is required to be licensed under the Michigan Compiled Laws. License numbers: Fire Suppression License S-0042 and BFS Fire Alarm Certification A-0042.

Pye-Barker Fire & Safety  
(Pye-Barker)

	<p>Eric Cheyne</p> <p>Cell: (616) 729-2384 eric.cheyne@pyebarkerfs.com</p> <p>Office: (248) 449-4846      Fax: (616) 245-7541</p>
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Authorized Signature: Eric Cheyne

Note: This proposal is valid for 10 days, after which, at Pye-Barker's option, it may be withdrawn.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Pye-Barker is authorized to do the work as specified. Payment will be made as outlined above. I have read, understand and agree to the terms and conditions contained on this page and on the following page and understand they are conditions and terms to this Agreement.

I have fully read the general notes and exclusions:

Initial Here: \_\_\_\_\_

Accepted By:

PO Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Pye-Barker General Terms and Conditions

Pye-Barker's services described herein are subject to the Pye-Barker General Terms and Conditions available at <https://pyebarkerfs.com/generalterms> ("General T&Cs "). The applicable version of such terms shall be the version in effect as of the date this document was fully executed. Such terms shall not be modified except by a written agreement signed by both parties. By signing or receiving the services described in this document, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated by reference. This order document, including the General T&Cs, contains the complete and final agreement between the parties regarding the subject matter herein. For the avoidance of doubt, any additional terms that you provide, including those contained in a purchase order, shall have no effect, unless expressly agreed to in writing by Pye-Barker. In the event of a conflict between the General T&Cs and the terms of this order document, the terms of this order document shall control. Upon your request, the General T&Cs may be attached to this order document.



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# CITY OF MONTROSE MEMORANDUM

**Date:** September 2, 2025

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

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

**Subject:** Consider Proposed General Business Registration Ordinance DRAFT ONLY

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**Background:** On June 24, 2025 the City Council approved the abeyance of the General Business License so that a thorough review be conducted and the office of City Manager make a recommendation at their September council meeting.

After conversing with the Mayor and council persons, businesses in the city of Montrose, including business owners from outside the city, discussions with other city managers, and conversation with City Planning Board Members and DDA Members, the following overall consensus was reached and the following is proposed:

1. The City of Montrose adopt a General Business Registration Ordinance.
2. Require all businesses to register with 90 days of notification and comply with proposed Ordinance.
3. Require Business Registration Form. The Registration form be made available on-line and available at city hall for completion.

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**Next page for DRAFT**



# CITY OF MONTROSE MEMORANDUM

**Date:** September 2, 2025

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

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

**Subject:** Consider DRAFT Language only of General Business Registration Ordinance

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If the council were to choose this approach this would replace Chapter 14, Article III, General Business License.


**Recommendation #1:** It is recommended the city council approve the DRAFT language proposal of Business Registration Ordinance and DRAFT Business Registration Form and request city administration bring back to city council at their October 28, 2025 meeting a 1<sup>st</sup> Reading of Business Registration Ordinance and schedule a Public Hearing.

# CITY OF MONTROSE

## MEMORANDUM

**Date:** June 18, 2025

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

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

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

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### **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.

## **Proposed Business Registration Ordinance DRAFT ONLY**

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### **SCOPE.**

To facilitate and ensure the orderly conduct of business within the City of Montrose, the City of Montrose, hereinafter, "City," ordains the registration of all businesses within the City and meet all Zoning requirements.

### **REGISTRATION AND FEE.**

A "Business and Building Owner Registration" form obtained from the City or available [www.cityofmontrose.us](http://www.cityofmontrose.us) shall be completed for every business within the City when a business is opened to the public or relocated within ten business days. A nominal fee of \$25.00 shall be charged for the registration set by City Council and nominal fee for change in location or ownership, hereinafter, "Council," and adjusted from time to time by Resolution of the Council.

### **ASSISTANCE TO BUSINESS.**

It is the intent of the City to improve the business climate within the City and encourage and facilitate the conduct of business within the City.

### **PENALTY.**

The penalty for failure to register a business shall be considered a civil infraction and subject to a twenty-five dollar (\$25.00) fine if there is a failure to register within ten business days after opening or relocating. A notice of non-compliance will be sent after these ten days.

If there is a failure to comply within thirty days of notice of non-compliance, an additional fine of twenty-five dollars (\$25.00) shall be levied and for each thirty days thereafter until registration is completed.

### **INSPECTIONS**

Inspections of businesses are complaint based and will fall under the purview of the Code Enforcement Officer and/or Building Inspector. All other inspections such as mechanical, plumbing, and electrical shall be conducted by a State Inspector. Fire inspections in Michigan are conducted by qualified local and state fire inspectors to ensure compliance with Michigan's fire code, which is based on NFPA standards. Inspections are required for new businesses, renovations, and periodically for existing structures, focusing on fire suppression systems (if applicable), alarms, and exits.

Property owners are responsible for arranging and paying for inspections by certified individuals, and records of these inspections and maintenance must be available for state audits and submitted to the City of Montrose upon request of the Building Inspector and/or Code Enforcement Officer.

### **EXCEPTIONS**

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

**City of Montrose - Business Registration Form**  
**139 South Saginaw Street Montrose, MI 48457 Phone: (810.639.6168)**

Legal Business Name: \_\_\_\_\_

Doing Business As Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Local Business Phone: \_\_\_\_\_

Business Email: \_\_\_\_\_

Billing/Mailing Address: \_\_\_\_\_

Business Owner: \_\_\_\_\_

Business Owner Address \_\_\_\_\_

Phone: \_\_\_\_\_

Property/Building Owner: \_\_\_\_\_

Property/Building Owner Address \_\_\_\_\_

Phone: \_\_\_\_\_

Property/Business Manager & \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact Person & \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact Person & \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Daily Hours of Operation: \_\_\_\_\_

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**AFFIDAVIT**

I Hereby agree to comply with all requirements of the City of Montrose Code of Ordinances, and I confirm that all information that I have provided in the application is accurate to the best of my knowledge.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CITY USE ONLY**

\$25.00 \_\_\_\_\_

Date Paid: \_\_\_\_\_

Registration # \_\_\_\_\_

Parcel # \_\_\_\_\_

Occupancy Audit/REU: \_\_\_\_\_

*REU: A Residential Equivalent Unit is a standard measure used to determine a business's water and sewer charges. One REU is equal to the water usage of an average single-family home. Businesses are billed based on the total number of REUs they are assigned.*