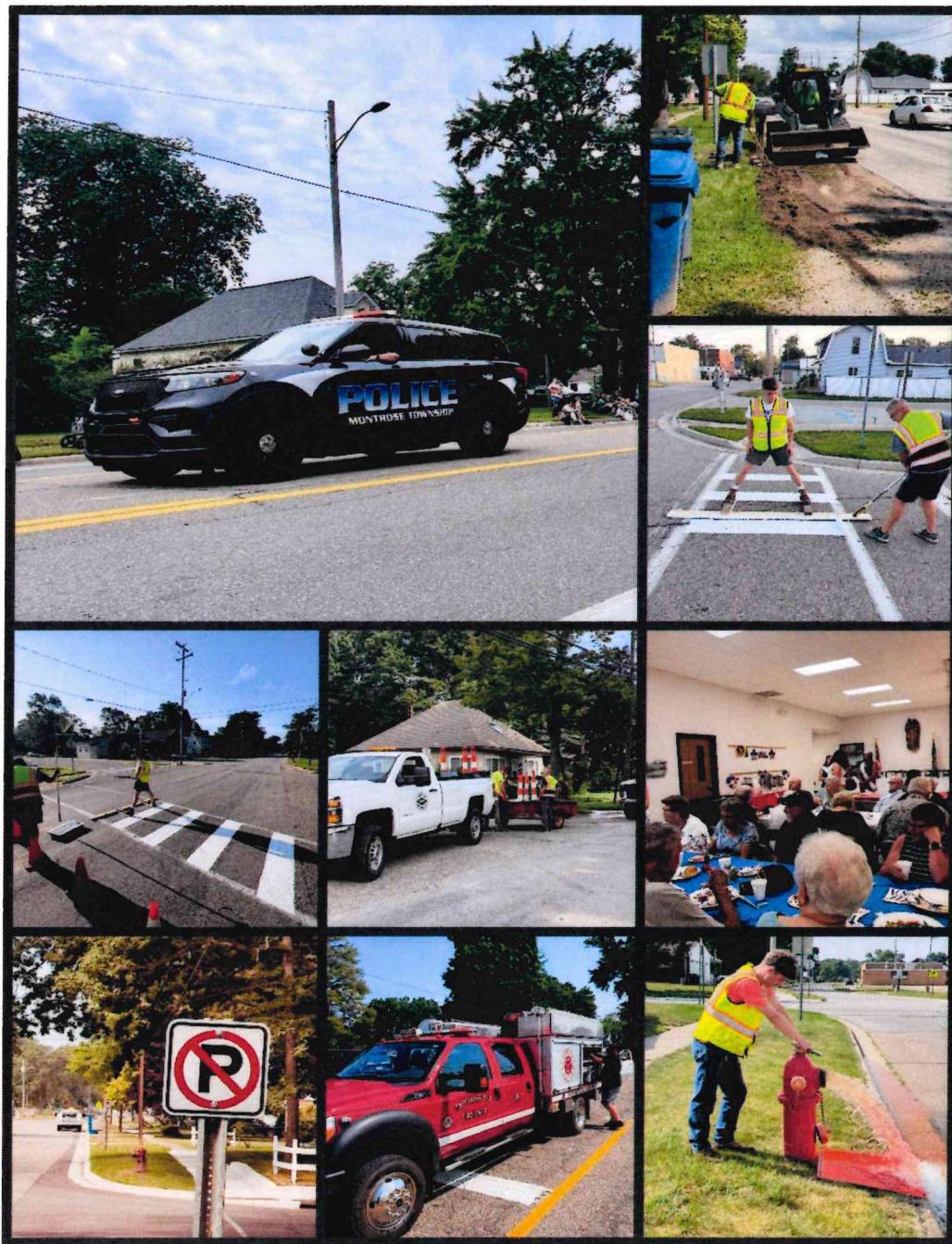


CITY OF MONTROSE

CITY COUNCIL MEETING PACKET





MONTROSE CITY COUNCIL 2025

Tuesday November 25, 2025 at 7:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA for November 25, 2025

CLOSED SESSION

CITIZEN OF THE MONTH

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

CONSENT AGENDA

- a) Approval City Council Meeting Minutes from October 2025
- b) Approval City Council Bills for the month of October 2025
- c) Receive and file Police, Fire, Code Enforcement Report for October 2025
- d) Receive and file Genese County 9-1-1 Director's Report for October 2025
- e) Receive and file City Manager Report for October 2025
- f) Receive and file City Interim Treasurer/Finance Manager & Deputy Treasurer Reports for October 2025
- g) Receive and file City Clerk Report for October 2025
- h) Receive and file DPW Supervisor Report for October 2025
- i) Receive and file City Building Inspector Report for October 2025

PUBLIC HEARING

OLD BUSINESS

1. Consider Live Streaming City Council Meeting Policy

NEW BUSINESS

1. Consider City of Montrose Assessor Contract
2. Consider Approving Title VI Policy
3. Request for Consideration of DDA Function, MCL ACT, Community Marketing/Business Development
4. Request for Consideration M-57 Communication with MDOT
5. Consider Approving Amended Agreement with Strong Capital III, LP, License Fee

BID AWARD/PURCHASE**ORDINANCES****APPOINTMENTS****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 & CITY ATTORNEY REPORT, CITY COUNCIL COMMENTS****ADJOURNMENT**

A.

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

October 28, 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 City Manager Joe Karlichek, City Clerk Tina Rush, and 9 citizens.

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

APPROVAL OF AGENDA for October 28, 2025:

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

CLOSED SESSION: NONE

CITIZEN OF THE MONTH:

1. **MAYOR BANKS TO PRESENT CITIZEN OF THE MONTH AWARD TO: DR. LINDEN MOORE.**

- **MOTION** by Mayor Pro-tem Richard **SECOND** by Pangle to make the individuals that helped with the tree planting for the Citizen of the month for November. Heslop – Aye, Arnold – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

MEETING OPEN TO THE PUBLIC (Agenda Items Only): APM Mosquito Control made a comment.

PRESENTATION:

1. *City of Montrose Finance Manager Kim Lynch – Report given.*
2. *Connor Zook from Triterra – Report given.*

CONSENT AGENDA:

- A. APPROVAL OF CITY COUNCIL MEETING MINUTES REPORT SEPTEMBER 2025
- B. APPROVE CITY COUNCIL BILLS FOR THE MONTH OF SEPTEMBER 2025
- C. RECEIVE AND FILE POLICE, FIRE, CODE ENFORCEMENT REPORT SEPTEMBER 2025
- D. RECEIVE AND FILE GENESE COUNTY 9-1-1 DIRECTOR'S REPORT SEPTEMBER 2025
- E. RECEIVE AND FILE CITY MANAGER REPORT SEPTEMBER 2025
- F. RECEIVE AND FILE CITY INTERIM TREASURER/FINANCE MANAGER REPORT SEPTEMBER 2025
- G. RECEIVE AND FILE CITY CLERK REPORT SEPTEMBER 2025
- H. RECEIVE AND FILE CITY DPW SUPERVISOR REPORT SEPTEMBER 2025
- I. RECEIVE AND FILE CITY BUILDING INSPECTOR REPORT SEPTEMBER 2025
- J. RECEIVE AND FILE APM MOSQUITO CONTROL REPORT
- K. APPROVAL COMMUNITY EVENT APPLICATION – HOMECOMING PARADE
- L. RECEIVE AND FILE FOIA STAFFING APPOINTMENT
- M. RECEIVE AND FILE STATE OF MICHIGAN FY25-26 BUDGE SUMMARY FROM MML

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

October 28, 2025

N. RECEIVE AND FILE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) MONITORING REVIEW

- **MOTION** by Machuk **SECOND** by Hoose to approve agenda items with the correct clerks' report in our packet. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk – Aye, Heslop – Aye, Arnold – Aye, Mayor Banks – Aye. All Ayes. Motion Carried.

PUBLIC HEARING:

1. **PUBLIC HEARING – BROWNFIELD PLAN FOR PARCEL #60-17-581-008, 106 W. STATE STREET, MONTROSE, MI 48457:**
2. **PUBLIC HEARING – ZONING TEXT AMENDMENT, ARTICLE 14, PLANNED UNIT DEVELOPMENT (PUD) DISTRICT. – NO QUESTIONS AND OR COMMENTS FROM THE PUBLIC.**
3. **PUBLIC HEARING – PROPOSED ORDINANCE NO. 461 AN ORDINANCE AMENDING THE CITY OF MONTROSE CODE OF ORDINANCE NO. 434 ARTICLE III ENTITLED, “GENERAL BUSINESS LICENSE” – NO QUESTIONS OR COMMENTS FROM THE PUBLIC.**

UNFINISHED BUSINESS: None

NEW BUSINESS:

1. **CONSIDER RESOLUTION APPROVING A BROWNFIELD PLAN FOR THE PROPOSED RAMBY, LLC REDEVELOPMENT PROJECT FOR 106 W. STATE STREET, MONTROSE, MI 48457 IN THE CITY OF MONTROSE:**
 - **MOTION** by Pangle **SECOND** by Mayor Pro-tem Richard that we approve the resolution approving the Brownfield plan for the proposed Ramby, LLC redevelopment project at 106 W. State Street, Montrose, MI 48457 in the City of Montrose. 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.
2. **CONSIDER AGREEMENT WITH BENDZINSKI & CO. USER RATE STUDY:**
 - **MOTION** by Pangle **SECOND** by Machuk that we agree to the agreement with Bendzinski & Co. User Rate Study. 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.
3. **CONSIDER PSA AMENDMENT NO. 1 FOR ADDITIONAL SERVICES RELATED TO THE CITY’S DWAM GRANT WITH FLEIS & VANDENBRINK ENGINEERING, INC. (F&V):**
 - **MOTION** by Hoose **SECOND** by Machuk that the city approves the PSA amendment No. 1. 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.
4. **CONSIDER RESOLUTION TO ENABLE THE CITY OF MONTROSE ELIGIBILITY FOR FIRE INSURNACE WITHHOLDING PROGRAM:**
 - **MOTION** by Mayor Pro-Tem Richard **SECOND** by Pangle the resolution to enable the City

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

October 28, 2025

of Montrose eligibility for Fire Insurance Withholding Program. 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.

5. *CONSIDER CITY COUNCIL LIVE STREAMING CITY COUNCIL MEETING POLICY:*

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Heslop to table this and review this for the next meeting. Roll Call Vote: Hoose – Aye, Arnold – Aye, Machuk – Aye, Heslop – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

6. *CONSIDER REPORT ON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING:*

- **INFORMATIONAL ONLY**

7. *CONSIDER AMENDING ADMINISTRATIVE PERSONNEL HANDBOOK LEAVES OF ABSENCES AND TIME OFF:*

- **MOTION** by Pangle **SECOND** by Mayor Pro-Tem Richard that we amend the Personnel Policy Handbook to coincide with ESTA.
- **AMENDED MOTION** by Pangle **SECOND** by Mayor Pro-Tem Richard that we approve with corrections. 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.

BID AWARD/PURCHASE:

1. *CONSIDER LECLERC DISPLAY CO. LEASING CHRISTMAS DECORATIONS:*

- **MOTION** by Pangle **SECOND** by Mayor Pro-tem Richard that we renew the lease for LeClerc for \$1,680.00. Roll Call Vote: Heslop – Aye, Arnold – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Aye, Hoose – Aye, and Mayor Banks – Aye. All Ayes. Motion Carried.

ORDINANCES:

A. *CONSIDER ADOPTING ZONING ORDINACE ARTICLE 14, PLANNED UNIT DEVELOPMENT (PUD) DISTRICT:*

- **MOTION** by Arnold **SECOND** by Machuk that we adopt Zoning Ordinance Article 14 Planned Unit Development (PUD) district. Roll Call Vote: Arnold – Aye, Heslop – Aye, Machuk – Aye, Mayor Pro-Tem Richard – Aye, Pangle – Nay, Hoose – Aye, Mayor Banks – Aye. Six Ayes, 1 Nay. Motion carried.

B. *CONSIDER ORDINANCE NO. 461 GENERAL BUSINESS LICENSE REGISTRATION AN ORDINANCE AMEDNING THE CITY OF MONTROSE CODE OF ORDINANCE NO. 434, ARTICLE III, "GENERAL BUSINESS LICENSE"*

- **MOTION** by Mayor Pro-Tem Richard **SECOND** by Hoose that we adopt Ordinance No. 461 GBR an Ordinance amending the City of Montrose Code of Ordinance No. 434, Article III. Roll Call Vote: Pangle – Aye, Hoose – Aye, Mayor Pro-Tem Richard – Aye, Machuk –

MONTROSE CITY COUNCIL REGULAR MEETING MINUTES

October 28, 2025

Abstain, Heslop – Aye, Arnold – Aye, Mayor Banks – Aye. Six Ayes, 1 Abstain. Motion carried.

APPOINTMENTS: None

PUBLIC COMMENTS:

REPORTS FROM BOARDS & COMMISSIONS:

DOWNTOWN DEVELOPMENT AUTHORITY BOARD: REPORT GIVEN

ELECTION COMMISSION: NO NEWS

GENESEE COUNTY COMMUNITY DEVELOPMENT ALLOCATION COMMITTEE: REPORT GIVEN

GENESEE COUNTY METROPOLITAN ALLIANCE: NO MEETING

GENESEE COUNTY SMALL CITIES & VILLAGES ASSOCIATION: REPORT GIVEN

GENESEE COUNTY WATER AND WASTE SERVICE'S ADVISORY COMMITTEE: REPORT GIVEN

PLANNING BOARD: NO MEETING

911 CONSORTIUM: NO MEETING

ZONING BOARD OF APPEALS: NO MEETING

MONTROSE AREA CHAMBER OF COMMERCE: NO MEETING

REPORTS FROM CITY MANAGER AND CITY ATTORNEY:

CITY MANAGER: REPORT GIVEN.

CITY ATTORNEY: REPORT GIVEN

MAYOR AND COUNCIL COMMENTS: Comments made.

ADJOURNMENT:

- ***MOTION** by Mayor Pro-tem Richard **SECOND** by Pangle. All Ayes. Motion Carried.*

Mayor Banks adjourned the meeting at 8:50 p.m.

Prepared by City Secretary, Christine Schultz

11/19/2025 09:27 AM
User: TINA
DB: Montrose

CHECK REGISTER FOR CITY OF MONTROSE
CHECK DATE FROM 10/01/2025 - 10/31/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank TAX C TAX ACCOUNT						
Check Type: Paper Check						
10/16/2025	TAX C	2736				
10/16/2025	TAX C	2737	145	CITY OF MONTROSE	CITY OF MONTROSE	6,301.17
10/16/2025	TAX C	2738	168	CITY OF MONTROSE - DDA	CITY OF MONTROSE - DDA	445.84
10/16/2025	TAX C	2739	065	GENESEE COUNTY TREASURERFTAX	GENESEE COUNTY TREASURERFTAX	3,290.34
10/30/2025	TAX C	2740	145	CITY OF MONTROSE	CITY OF MONTROSE	9,162.23
10/30/2025	TAX C	2741	168	CITY OF MONTROSE - DDA	CITY OF MONTROSE - DDA	249.36
10/30/2025	TAX C	2742	065	GENESEE COUNTY TREASURERFTAX	GENESEE COUNTY TREASURERFTAX	4,341.94
Total Paper Check:						24,090.88
<hr/> <hr/>						

TAX C TOTALS:

Total of 7 Checks:

Less 1 Void Checks:

Total of 6 Disbursements:

24,090.88
0.00
<hr/>
24,090.88

CITY OF MONTROSE MEMORANDUM

Date: November 6, 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 October 2025

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 forty-six (46) calls; Of those calls, they included;

- (1) Felony Arrest
- (2) Misdemeanor Arrest
- (6) Traffic Violations
- (3) Verbal Warnings
- (5) Accidents
- (8) Assists to other Departments
- (2) Public Assist
- (3) Medical Calls
- (588) Property Inspections.

FIRE DEPARTMENT RESPOSNES

The Fire Department responded to four (4) calls-for-fire-service or other emergencies such as vehicle accidents, building fire/alarm, emergency medical responses.

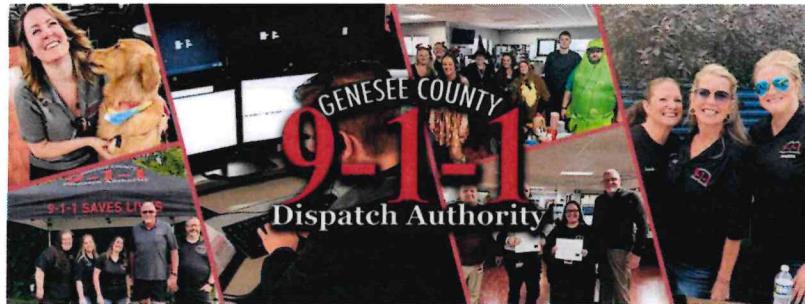
CODE ENFORCEMENT RESPONSES

The Code Enforcement Officer received a total of fifty-three (53) new complaints. Closed 42 of the new complaints. Attributed to the complaints are as follows: 30% exterior blight related issues. 15% inoperable vehicle/unregistered. 20% vehicles/parking in yard/sidewalk complaints. 20% trash receptacles left out. 15% other matters of investigation/research work preparing for rental inspections in 2026.

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 Police, Fire and Code Enforcement Report.

Executive Board and General Membership



Report shared with:

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

November 4, 2025

Re: Executive Directors Report – October 2025

Operations Manager Job Posting, October 30, 2025:

Operation Manager – Job Posting

Under the general supervision of the Executive Director, the Operations Manager is responsible for: (1) assists in the administration and operation of the Genesee County 9-1-1 Dispatch Authority, (2) oversees the day-to-day aspects of the dispatch center; including the supervision of Dispatch Supervisors and Emergency Telecommunicators, (3) provides administrative support functions for the Executive Director, (4) assists in the development and administers the Training and Quality Assurance Programs, (5) assists in implementing and administering dispatch center policies and procedures, (6) assists Network and Systems Administration with maintaining, creating and updating appropriate technology, Computer Aided Dispatch (CAD) files, etc.

A complete job description for this position is posted on Genesee County 9-1-1 Authority's website at: <http://www.geneseecounty911.org>

Position Opening: October 28, 2025, Position Closing: November 24, 2025

Starting Salary: \$87,000 – \$93,000 depending on qualifications (FLSA exempt)

Executive Board and General Membership

I.T. Specialist Level 1 – Job Posting:

JOB DESCRIPTION:

November 3, 2025

I.T. SYSTEMS SPECIALIST I

Job Posting

1. **DUTIES:** - The Employee shall be employed as a 9-1-1 Consortium Systems Specialist I and shall report to the I.T. Systems Administrator and/or the Executive Director of the 9-1-1 Consortium or their designee. The employee shall have general and specific duties and responsibilities as follows:

A. SUMMARY:

Under the supervision of the I.T. Systems Administrator, the I.T. Systems Specialist I is responsible for daily operation and maintenance of a multi-jurisdictional data communications system consisting of a Computer Aided Dispatch, Mobile Data Computer System, and all peripherals. The position incumbent represents the I.T. Systems Administrator, as designated, in working with various 9-1-1 personnel, Police and Fire departments to provide quality customer service. The position incumbent also performs a variety of technical tasks in the analysis, testing, installation, documentation, and maintenance of these systems including updates, generation of operational and statistical reports and provide operational hardware and software support to users, as well as new and refresher training to users. The position incumbent also handles other specific assignments as directed by the I.T. Systems Administrator and/or the Executive Director and/or their designee.

B. PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Provides superior customer service to all users, support personnel, and fellow employees.
- Demonstrate good social skills in a professional environment.
- Device imaging, user account creation across various services, password resets, software installs.
- Troubleshooting of computer related issues.
- Maintains accurate records of completed and pending jobs using a ticketing system.
- Follows organizational and I.T. policies and procedures.
- Provides technical knowledge related to project system enhancements, changes, and upgrades to various users.
- Performs upkeep on application programs, user workstations, laptop computers, and documentation to maintain system integrity and to ensure

Executive Board and General Membership

- Advanced knowledge of Microsoft Office software and experience with providing training to others.
- Ability to type 50+ words per minute.

5. PREFERRED QUALIFICATIONS:

- Knowledge and experience with Public Safety (Police/Fire/EMS).
- Knowledge of Computer Aided Dispatch software.
- Knowledge of the geography of Genesee County.
- Bachelor's in computer science or related degree or experience in related field. Windows Server 2016+ setup and administration.
- Experience with Linux/Unix..
- Experience with databases such as SQL Server. Experience with virtualization technologies such as Hyper-V and VMware.
- Experience with network infrastructure, including routers, firewalls, switches, and wireless access points.
- Experience programming in any language, with preference for C#, PHP, or .NET development. The ability to write PowerShell scripts, and Batch files for system administration.

HOURS OF WORK:

The normal work period shall be set by the Employer. Employees are required to work overtime when assigned. The normal work period for regular, full-time employees is eighty (80) hours of work within the fourteen (14) consecutive calendar days which coincide with the bi-weekly pay periods. Flexible hours required, based on workload and as directed by the I.T. System Administrator.

WAGE AND BENEFITS:

Starting salary depending on skills and experience, range of \$48,000-\$55,000. A 401a retirement plan in which the Employer contributes 10% of base pay. The Employer contribution will fully vest in five (5) years (20% per year) with a 90-day waiting period for enrollment. A medical, dental and vision plan will be offered to full-time employees after 90 days. Thirteen (13) paid holidays per year, vacation, sick, and personal vary upon time served. Full details upon inquiry. This is a non-union position within 9-1-1 Consortium.

APPLICATION PROCESS:

1. Fill out the employment application form, downloaded at <<http://geneseecounty911.org>>.
2. Submit the following to <jobs@geneseecounty911.org>
 - a. Employment application form.
 - b. Resume.

Executive Board and General Membership

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

The daily Average number of Calls into the 9-1-1 Center in the month of October was **1068.2** and our daily call volume for the month was from **968** per day to **1246** per day.

Overtime Hours Worked due to Staffing Shortages, and Vacations:

Our call takers and dispatchers have worked **1,613.5** hours of overtime in the month of October. FYTD, **1,613.5** hours. We have seven with Medical or Overtime Restrictions. Two employees who went out on medical leave at the end of October.

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

Our part time FOIA Coordinator processed **375** in the month of October, year to date **3,557** FOIA's processed.

Professional Standards Policy for the Month of October:

Two – Both Exonerated.

Personnel in Training and Staffing:

Staffing currently.

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

We have 43 dispatchers total, 34 fully trained with 6 on restrictions, FMLA, or not back to full time. (+2-MOU Call taker only), (+1 in phones training), (3 Stalled on Phones), (+5 Part-time), 2 in Fire/EMS training, and 1 Cleared Phones, Fire/EMS Radio Trained. One new hire starting on October 13, 2025.

Five in the chute to starting training December 1, 2025.

Applications Processed:

Supervisor Maria McGuckin processed seventy applications in the month of October. We interviewed five on October 13, 2025. Five have been conditional offers of employment pending checks exam/testing in progress.

Executive Board and General Membership

Peer Support, Debriefs, Food, and Visits to help us due to Grand Blanc Twp.

Mass Church Shooting - Continued:

Grand Blanc Twp. Fire, Chief Jamie Jent
Grand Blanc Twp. Police, Chief Renye, Capt. Tom McCoy, Lt. John Swartz, and Sgt. Tim Bueche
Grand Rapids Police, MI
Grand Traverse County 9-1-1, Corey LeCureux
Gratiot County 9-1-1, Director Dave Rapacz
Great Harvest Bread Company, Grand Blanc, MI
Govworx, Lance Elicker
Hancock Counseling – Tammy & K-9 Ryker
National Response Team, The Church of Latterday Saints, K-9 Support Team, LCC
Linn County Sheriff Office, Mound City KS INdigital, Scott Temple
Ingham County 9-1-1 Peer Support Team
Ingham County, Brab Davidson
Lapeer County 9-1-1, Director Jeff Satkowski, and Staff
Livingston County 9-1-1 Peer Support Team, Missy Harris, Director
Macomb County 9-1-1, Director Angela Elsey, and Staff
Medstar Ambulance, Kolby Miller and Kirk Wilikson
Memorial Village PD Comms, Houston TX
Michigan Communications Directors Association (MCDA), Jason Wolford
Michigan State Police – Behavioral Science Team
Michigan State Police, Command Staff, Flint Post
Midland County 9-1-1, Director Lisa Hall
Mission Critical, Christa and Bud
Motorola Solutions, Brandon Briggs, Sarah Moen, Regional Sales
NENA/Emporia, Emporia KS
Newtown Emergency Communications Center, Newtown, CT.
Northville Twp. Police CISM Team, Lt. Rowley, Officer Domzalski & K-9 Max
Oakland County 9-1-1, Director Jen Miles
Peninsula Fiber Network (PFN), Jamie Sellings, and Tim McKee
Phoenix Project
Plante Moran, Pam Hill
Priority Dispatch, Amy Pazaienza
Premier Security Management Team
Shea Automotive Group, Stacy Fields

Executive Board and General Membership

Quality Assurance:

Here are the stats for QA as of today, Monday November 3, 2025:

Call Type	Count	Average Score
911 HANGUP	1	100.00%
ALARM	1	100.00%
ALERT	1	100.00%
ARCING WIRE	1	100.00%
ARMED ROBBERY	3	100.00%
CHASE	22	100.00%
DISORDERLY	4	94.00%
DOMESTIC	3	100.00%
EMS T-1	13	100.00%
EMS T-2	4	100.00%
ENTRAPMENT	15	100.00%
FULL ARREST	306	99.52%
NOISE	1	100.00%
PDA	5	98.00%
PI	1	100.00%
RESCUE	2	100.00%
SHOOTING	59	100.00%
SLIM	1	100.00%
STABBING	20	100.00%
STRUCTURE	432	99.67%
SUSP	2	100.00%
TXTX	1	100.00%
UDAA	5	100.00%
UNK ACCIDENT	1	96.00%
WELFARE	1	100.00%
HOME INVASION	1	100.00%
Grand Total	907	99.64%

As of 11-03-2025, 907 calls reviewed, with 13 calls "non-compliant" or below 90% proficiency so far this year.

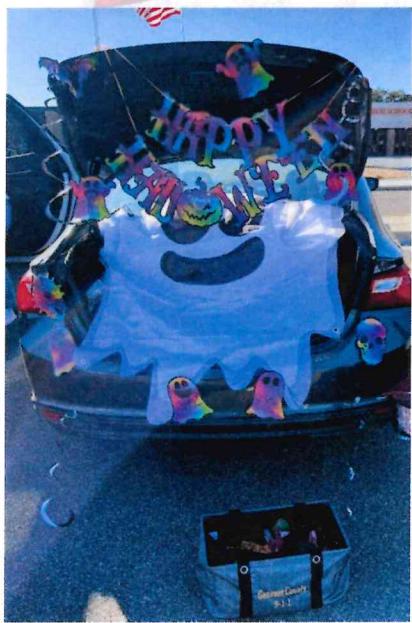
Executive Board and General Membership

City of Burton – Open House:

On October 8, 2025, our amazing dispatchers could be spotted out and about today at the Burton Fire Prevention Open House and the Linden High School Trunk or Treat!



Linden High School, Argentine Trunk, or Treat Event:



Executive Board and General Membership

Michigan Chapter of APCO Annual Awards Dinner in Frankenmuth, Michigan.

What an uplifting evening with our 2025 Michigan APCO Annual Awards Dinner, Genesee County 9-1-1 Team, our crew won the 2025 APCO Team Award for their exceptional work on the night of July 27, 2025, City of Flint, three shootings in different locations, having multiple victims. Truly outstanding work!!



Executive Board and General Membership

Trunk or Treat Event October 26, 2025:

Wow, another impressive year, our 7th Annual Trunk or Treat Event today, and I am not sugar-coated when I say it has been a real treat! Over 6,000 cars, with an average of four people in each, and all our Public Safety Partners, Security Credit Union our Candy Sponsor, SERVPRO, Just Wow!! Thank you ALL for a safe and fun time for Genesee County's families and kids!

Our amazing Team!



Best in Show winner was Flint Township Police!



Executive Board and General Membership

Trunk or Treat Event October 26, 2025 - Continued:



Executive Board and General Membership

Renovations to the Old 9-1-1 Space for MSP have been Completed:

Renovations are complete and under budget. Space turned over to MSP Headquarters Special Investigation Unit.



Executive Board and General Membership

Hurley Medical Center proudly hosted our annual Cardiac Arrest Survivor Event, SaveMiHeart - Continued:



CITY OF MONTROSE MEMORANDUM

E.
1

Date: November 13, 2025

To: Mayor Banks and Montrose City Council Members

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

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

- Daily meetings and discussions with city administration staff.
- Met with and/or on routine basis communications to Mayor and various 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.
- Continued review of the Employee. Will have this completed for council review at the December council meeting.
- Continue work on global CIP plan in preparations for FY26/27 Budget.
- Working with Code Enforcement on Rental Inspection. Property review/assessment and rental units near complete. Letters were sent and many have already returned.
- Sam Spence and I met with GCMPC CDBG Contract meeting. CDBG Contract has been signed.
- Met with State Representative Mr. Bierlien and discussed the top priorities of the city and funding.

PUBLIC SAFETY

- Met with Police Chief & Detective Sergeant on law enforcement matters in the city.
- Consulted with Fire Chief on a recent home fire in the city and contractors.
- 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 November 25, 2025 meeting.
- Prepared DDA Packets and held DDA meeting November 20, 2025.
- Held City Council Meeting October 28, 2025.
- No Planning Board Meeting due to inactivity.

WEBSITE & INFORMATION TECHNOLOGY (IT)

- Multiple updates conducted to our current website.
- Revize training on new website November 26.
- Updating city's IT services continues.
- Working with NetSource on additional items needing attention.

GRANTS

- “Housing Study” Grant with MSHDA officially closed out, city received its reimbursement.
- City is keeping a close eye on Grants at the Local, State and Federal Level with emphasis on infrastructure and public safety.
- City Administration working with F&V researching Grant opportunities for city eligible infrastructure, parks and grounds.

CITIZEN/BUSINESS INTERACTIONS

- Answered phone calls and emails during several nights and weekends from city council members and citizens’ concerns or questions.
- Assisted 12 citizens at city hall relative to routine questions, permits, etc.
- Visited downtown businesses and drove around the city on numerous occasions observing.

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.

C I T Y O F M O N T R O S E

M E M O R A N D U M

DATE: November 25, 2025

TO: Mayor Banks and Montrose City Council Members

FROM: Kim Lynch, Interim Treasurer

SUBJECT: Report on the Treasurers Department for October 2025

October was an important month focused on audit readiness, year-end financial closeout tasks, and continued development of internal processes. Training efforts with the new Deputy Treasurer remained a priority to ensure long-term stability within the Treasurer's Office.

This month included continued outreach and relationship-building with the city's financial partners. Activities included strengthening working relationships with banking institutions, establishing consistent communication with the audit team, updating various external contacts and confirming reporting expectations. This networking supports smoother coordination throughout the audit cycle and during tax collection periods.

We met with representatives from the Municipal Employees' Retirement System (MERS) to review and discuss the City's retirement plans. Topics included plan structure, long-term funding expectations, and potential administrative updates.

Initial preparation for the 2025 Winter Tax Roll began this month. The Treasurer's Office has started reviewing millage rates, special assessments, and captured values to ensure accuracy before finalizing the roll. This work will continue into November, so the roll is ready for timely issuance.

CITY OF MONTROSE MEMORANDUM

Date: November 17, 2025

To: Mayor Banks and Montrose City Council Members

From: Marcy Collins, Deputy Treasurer Administrative Assistant

Subject: Deputy Treasurer/Administrative Assistant Report for October 2025

Trainings

- September – Fall Conference (in-person)
- January- Winter Conference (upcoming in-person)

Webinar

- October – Bank Reconciliation
- November – Winter Tax prep in .net
- Upcoming- Introduction to Budgeting
- Treasury in a year
- Beginning Budgeting
- Treasurer to Treasurer (Q&A)
- New Treasurer Orientation

Duties

- Summer Tax Payouts & Winter will start very soon
- Helped Prepare for FY 2024-2025 Audit collected and scan documents
- Bank reconciliation of all accounts
- Prepared winter tax bills will be going out December 1st
- Sent bills for grass cutting this summer
- Handled multiple customer service needs

Recommendation: City Council receive and File Report.

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
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GL NUMBER	DESCRIPTION	YTD BALANCE		AVAILABLE BALANCE	% BDGT USED	
		2025-26	10/31/2025	AMENDED BUDGET	ORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
101-000-403	PROPERTY TAXES - OPERATING LEVY	553,240.00	484,736.75	68,503.25	87.62	
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	112,880.14	15,942.86	87.62	
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	908.26	1,591.74	36.33	
101-000-447	PROPERTY TAX ADMIN FEE	21,829.00	11,877.10	9,951.90	54.41	
101-000-476	BUSINESS LICENSES AND PERMITS	900.00	320.00	580.00	35.56	
101-000-477	CATV FRANCHISE FEES	14,000.00	0.00	14,000.00	0.00	
101-000-479	BUILDING PERMITS	3,918.60	1,310.00	2,608.60	33.43	
101-000-480	LIQUOR LICENSE FEES	0.00	917.95	(917.95)	100.00	
101-000-569	STATE GRANTS - OTHER	0.00	5.99	(5.99)	100.00	
101-000-573	LOCAL COMMUNITY STABILIZATION SHARE TAX	0.00	6,410.57	(6,410.57)	100.00	
101-000-574	STATE REVENUE SHARING	240,000.00	84,803.00	155,197.00	35.33	
101-000-626	CHARGES FOR SERVICES	0.00	3,687.94	(3,687.94)	100.00	
101-000-628	COPY AND REPORT FEE	1,037.57	233.74	803.83	22.53	
101-000-637	MUNICIPAL REFUSE/SOLID WASTE	0.00	2,218.87	(2,218.87)	100.00	
101-000-651	CITY PARK FEES	190.00	30.00	160.00	15.79	
101-000-657	FINES	1,644.31	482.74	1,161.57	29.36	
101-000-665	INTEREST EARNED	12,000.00	7,057.74	4,942.26	58.81	
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	1,977.84	23,022.16	7.91	
101-000-693	SALE OF FIXED ASSETS	50,000.00	0.00	50,000.00	0.00	
101-000-694	MISCELLANEOUS	1,075.60	595.84	479.76	55.40	
TOTAL REVENUES		953,469.76	720,454.47	233,015.29	75.56	
Expenditures						
101	MAYOR & COUNCIL	34,548.00	4,452.80	30,095.20	12.89	
172	MANAGER	34,127.00	14,592.81	19,534.19	42.76	
215	CLERK	84,125.85	26,090.73	58,035.12	31.01	
223	AUDITOR	25,400.00	324.38	25,075.62	1.28	
247	BOARD OF REVIEW	2,932.00	359.25	2,572.75	12.25	
253	TREASURER	39,638.00	43,588.75	(3,950.75)	109.97	
257	ASSESSOR	17,000.00	5,466.43	11,533.57	32.16	
261	SECRETARY	26,995.65	8,040.57	18,955.08	29.78	
262	ELECTIONS	38,640.00	626.97	38,013.03	1.62	
265	BUILDING AND GROUNDS	24,971.25	12,945.74	12,025.51	51.84	
301	POLICE	26,429.50	4,763.04	21,666.46	18.02	
336	FIRE DEPARTMENT	550.00	0.00	550.00	0.00	
345	PUBLIC SAFETY DEPARTMENT (POLICE & FIRE)	433,638.24	106,807.32	326,830.92	24.63	
371	BUILDING INSPECTION DEPARTMENT	31,600.00	10,958.73	20,641.27	34.68	
441	DEPARTMENT OF PUBLIC WORKS	124,074.75	14,866.13	109,208.62	11.98	
448	STREET LIGHTS	27,539.40	5,581.84	21,957.56	20.27	
701	PLANNING	58,965.00	3,772.73	55,192.27	6.40	
702	ZONING	1,423.00	636.08	786.92	44.70	
751	PARKS AND RECREATION	53,953.00	23,933.19	30,019.81	44.36	
790	LIBRARY	4,000.00	0.00	4,000.00	0.00	
TOTAL EXPENDITURES		1,090,550.64	287,807.49	802,743.15	26.39	
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		953,469.76	720,454.47	233,015.29	75.56	
TOTAL EXPENDITURES		1,090,550.64	287,807.49	802,743.15	26.39	
NET OF REVENUES & EXPENDITURES		(137,080.88)	432,646.98	(569,727.86)	315.61	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	AVAILABLE	% BDGT USED		
		AMENDED BUDGET	10/31/2025	BALANCE			
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	32,721.26	154,778.74	17.45		
202-000-567	ACT 17 TRUNKLINE	3,000.00	0.00	3,000.00	0.00		
202-000-665	INTEREST EARNED	750.00	1,074.87	(324.87)	143.32		
202-000-694	MISCELLANEOUS	0.00	605.41	(605.41)	100.00		
TOTAL REVENUES		198,889.00	34,401.54	164,487.46	17.30		
Expenditures							
000	202	130,063.00	0.00	130,063.00	0.00		
466	MAINTENANCE	37,837.90	12,208.61	25,629.29	32.27		
472	WINTER MAINTENANCE	13,559.00	350.84	13,208.16	2.59		
473	TRAFFIC SERVICES	2,145.00	2,673.49	(528.49)	124.64		
515	ADMINISTRATION	1,900.00	324.38	1,575.62	17.07		
517	STATE TRUNKLINE MAINTENANCE	7,176.00	324.38	6,851.62	4.52		
536	OPERATION AND MAINTENANCE	10,000.00	0.00	10,000.00	0.00		
TOTAL EXPENDITURES		202,680.90	15,881.70	186,799.20	7.84		
Fund 202 - MAJOR STREETS:							
TOTAL REVENUES		198,889.00	34,401.54	164,487.46	17.30		
TOTAL EXPENDITURES		202,680.90	15,881.70	186,799.20	7.84		
NET OF REVENUES & EXPENDITURES		(3,791.90)	18,519.84	(22,311.74)	488.41		

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT			
			2025-26	10/31/2025				
Fund 203 - LOCAL STREETS								
Revenues								
203-000-546	STATE GRANTS - HIGHWAY AND STREETS	62,500.00	11,865.87	50,634.13	18.99			
203-000-665	INTEREST EARNED	2,800.00	824.16	1,975.84	29.43			
TOTAL REVENUES		65,300.00	12,690.03	52,609.97	19.43			
Expenditures								
473	TRAFFIC SERVICES	500.00	0.00	500.00	0.00			
496	MAINTENANCE	36,129.40	11,934.26	24,195.14	33.03			
502	WINTER MAINTENANCE	13,125.00	350.85	12,774.15	2.67			
503	TRAFFIC SERVICES	3,315.00	3,187.05	127.95	96.14			
515	ADMINISTRATION	2,000.00	324.38	1,675.62	16.22			
TOTAL EXPENDITURES		55,069.40	15,796.54	39,272.86	28.68			
Fund 203 - LOCAL STREETS:								
TOTAL REVENUES		65,300.00	12,690.03	52,609.97	19.43			
TOTAL EXPENDITURES		55,069.40	15,796.54	39,272.86	28.68			
NET OF REVENUES & EXPENDITURES		10,230.60	(3,106.51)	13,337.11	30.36			

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GL NUMBER	DESCRIPTION	YTD BALANCE		AVAILABLE		
		2025-26	10/31/2025	BALANCE	% BDGT USED	
Fund 226 - RUBBISH COLLECTION FUND						
Revenues						
226-000-637	MUNICIPAL REFUSE/SOLID WASTE	116,550.00	104,606.41	11,943.59	89.75	
226-000-665	INTEREST EARNED	3.00	60.55	(57.55)	2,018.33	
TOTAL REVENUES		116,553.00	104,666.96	11,886.04	89.80	
Expenditures						
528	RUBBISH COLLECTION/DISPOSAL	116,608.00	28,669.50	87,938.50	24.59	
TOTAL EXPENDITURES		116,608.00	28,669.50	87,938.50	24.59	
Fund 226 - RUBBISH COLLECTION FUND:						
TOTAL REVENUES		116,553.00	104,666.96	11,886.04	89.80	
TOTAL EXPENDITURES		116,608.00	28,669.50	87,938.50	24.59	
NET OF REVENUES & EXPENDITURES		(55.00)	75,997.46	(76,052.46)	8,177.20	

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GL NUMBER	DESCRIPTION	YTD BALANCE		AVAILABLE BALANCE	% BDGT USED			
		2025-26	10/31/2025					
Fund 240 - MOSQUITO CONTROL FUND								
Revenues								
240-000-455	SPECIAL ASSESSMENTS	30,690.00	27,750.74	2,939.26	90.42			
240-000-665	INTEREST EARNED	0.00	12.85	(12.85)	100.00			
TOTAL REVENUES		30,690.00	27,763.59	2,926.41	90.46			
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			
<hr/>								
Fund 240 - MOSQUITO CONTROL FUND:								
TOTAL REVENUES		30,690.00	27,763.59	2,926.41	90.46			
TOTAL EXPENDITURES		39,480.00	13,160.00	26,320.00	33.33			
NET OF REVENUES & EXPENDITURES		(8,790.00)	14,603.59	(23,393.59)	166.14			

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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE	AVAILABLE	% BDGT USED		
		AMENDED BUDGET	10/31/2025	BALANCE			
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
248-000-403	PROPERTY TAXES - OPERATING LEVY	115,000.00	13,495.68	101,504.32	11.74		
248-000-509	JENNINGS MEMORIAL GRANT	0.00	5,750.00	(5,750.00)	100.00		
248-000-572	STATE OF MICHIGAN - ACT 86 - PPT REPLACE	0.00	429.23	(429.23)	100.00		
248-000-665	INTEREST EARNED	0.00	834.53	(834.53)	100.00		
248-000-675	PUBLIC CONTRIBUTIONS	1,200.00	0.00	1,200.00	0.00		
248-806-509	JENNINGS MEMORIAL GRANT	0.00	(5,000.00)	5,000.00	100.00		
248-806-653	DEPOT RENTAL	3,500.00	1,885.00	1,615.00	53.86		
TOTAL REVENUES		119,700.00	17,394.44	102,305.56	14.53		
Expenditures							
472	WINTER MAINTENANCE	4,841.00	324.38	4,516.62	6.70		
515	ADMINISTRATION	1,400.00	494.50	905.50	35.32		
528	RUBBISH COLLECTION/DISPOSAL	2,000.00	482.04	1,517.96	24.10		
703	DDA ACTIVITIES	26,086.00	15,027.34	11,058.66	57.61		
729	COMMUNITY GARDEN	1,400.00	324.41	1,075.59	23.17		
806	THE DEPOT	5,687.50	866.35	4,821.15	15.23		
TOTAL EXPENDITURES		41,414.50	17,519.02	23,895.48	42.30		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		119,700.00	17,394.44	102,305.56	14.53		
TOTAL EXPENDITURES		41,414.50	17,519.02	23,895.48	42.30		
NET OF REVENUES & EXPENDITURES		78,285.50	(124.58)	78,410.08	0.16		

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT USED
			2025-26	10/31/2025	
Fund 285 - ARPA					
Revenues					
285-000-665	INTEREST EARNED		0.00	25.44	(25.44) 100.00
TOTAL REVENUES			0.00	25.44	(25.44) 100.00
Fund 285 - ARPA:					
TOTAL REVENUES			0.00	25.44	(25.44) 100.00
TOTAL EXPENDITURES			0.00	0.00	0.00 0.00
NET OF REVENUES & EXPENDITURES			0.00	25.44	(25.44) 100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
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GL NUMBER	DESCRIPTION	AMENDED BUDGET 2025-26	YTD BALANCE	AVAILABLE	% BDGT USED			
			10/31/2025	BALANCE (ABNORMAL)				
Fund 402 - EQUIPMENT REPLACEMENT FUND								
Revenues								
402-000-665	INTEREST EARNED	0.00	0.17	(0.17)	100.00			
TOTAL REVENUES		0.00	0.17	(0.17)	100.00			
Fund 402 - EQUIPMENT REPLACEMENT FUND:								
TOTAL REVENUES		0.00	0.17	(0.17)	100.00			
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00			
NET OF REVENUES & EXPENDITURES		0.00	0.17	(0.17)	100.00			

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GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT USED			
			2025-26	10/31/2025				
Fund 501 - CAPITAL PROJECT FUND								
Revenues								
501-000-665	INTEREST EARNED		0.00	194.87	(194.87) 100.00			
TOTAL REVENUES			0.00	194.87	(194.87) 100.00			
 Fund 501 - CAPITAL PROJECT FUND :								
TOTAL REVENUES								
			0.00	194.87	(194.87) 100.00			
TOTAL EXPENDITURES								
			0.00	0.00	0.00 0.00			
NET OF REVENUES & EXPENDITURES								
			0.00	194.87	(194.87) 100.00			

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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE 10/31/2025	AVAILABLE BALANCE	% BDGT USED	
		AMENDED BUDGET	ORMAL (ABNORMAL)	ORMAL (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	28,842.37	86,157.63	25.08	
590-000-634	SEWER REPLACEMENT	315,000.00	78,760.14	236,239.86	25.00	
590-000-636	LATE CHARGES	7,000.00	3,132.14	3,867.86	44.74	
590-000-665	INTEREST EARNED	2,000.00	2,511.52	(511.52)	125.58	
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	113,246.17	459,452.83	19.77	
Expenditures						
536	OPERATION AND MAINTENANCE	187,541.30	54,156.41	133,384.89	28.88	
538	CHARGES FOR SERVICES-COUNTY	205,310.70	36,140.93	169,169.77	17.60	
TOTAL EXPENDITURES		392,852.00	90,297.34	302,554.66	22.99	
<hr/>						
Fund 590 - SEWER FUND:						
TOTAL REVENUES		572,699.00	113,246.17	459,452.83	19.77	
TOTAL EXPENDITURES		392,852.00	90,297.34	302,554.66	22.99	
NET OF REVENUES & EXPENDITURES		179,847.00	22,948.83	156,898.17	12.76	

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GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE 10/31/2025	AVAILABLE BALANCE (ABNORMAL)	% BDGT USED	
		AMENDED BUDGET 'ORMAL	ORMAL (ABNORMAL)			
Fund 591 - WATER FUND						
Revenues						
591-000-454	HYDRANT ASSESSMENT	12,540.00	11,373.65	1,166.35	90.70	
591-000-618	TURN ON FEES	0.00	90.00	(90.00)	100.00	
591-000-619	TURN OFF FEES	0.00	80.00	(80.00)	100.00	
591-000-620	WTR OP/MAIN	371,609.00	94,046.31	277,562.69	25.31	
591-000-632	WATER USAGE COLLECTIONS	241,198.00	59,989.33	181,208.67	24.87	
591-000-633	NSF CHARGES	0.00	100.00	(100.00)	100.00	
591-000-636	LATE CHARGES	10,000.00	4,642.70	5,357.30	46.43	
591-000-665	INTEREST EARNED	5,125.00	3,588.12	1,536.88	70.01	
591-000-694	MISCELLANEOUS	1,000.00	250.00	750.00	25.00	
TOTAL REVENUES		641,472.00	174,160.11	467,311.89	27.15	
Expenditures						
536	OPERATION AND MAINTENANCE	361,098.50	93,184.70	267,913.80	25.81	
538	CHARGES FOR SERVICES-COUNTY	388,500.00	90,537.23	297,962.77	23.30	
906	DEBT SERVICE	62,498.00	36,387.69	26,110.31	58.22	
TOTAL EXPENDITURES		812,096.50	220,109.62	591,986.88	27.10	
Fund 591 - WATER FUND:						
TOTAL REVENUES		641,472.00	174,160.11	467,311.89	27.15	
TOTAL EXPENDITURES		812,096.50	220,109.62	591,986.88	27.10	
NET OF REVENUES & EXPENDITURES		(170,624.50)	(45,949.51)	(124,674.99)	26.93	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
PERIOD ENDING 10/31/2025
% Fiscal Year Completed: 33.70

Page: 12/14

GL NUMBER	DESCRIPTION	YTD BALANCE	AVAILABLE	% BDGT USED		
		2025-26 AMENDED BUDGET	10/31/2025 'ORMAL (ABNORMAL)			
Fund 701 - GENERAL CUSTODIAL FUND						
Revenues						
701-000-665	INTEREST EARNED	0.00	19.50	(19.50) 100.00		
TOTAL REVENUES		0.00	19.50	(19.50) 100.00		
 Fund 701 - GENERAL CUSTODIAL FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES						
		0.00	19.50	(19.50) 100.00		

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DB: Montrose

REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
PERIOD ENDING 10/31/2025
% Fiscal Year Completed: 33.70

Page: 13/14

GL NUMBER	DESCRIPTION	AMENDED BUDGET 'ORMAL (ABNORMAL)	YTD BALANCE	AVAILABLE	% BDGT USED
			2025-26 10/31/2025	BALANCE 'ORMAL (ABNORMAL)	
Fund 703 - CURRENT TAX COLLECTION FUND					
Revenues					
703-000-665	INTEREST EARNED	0.00	631.05	(631.05)	100.00
TOTAL REVENUES		0.00	631.05	(631.05)	100.00
Fund 703 - CURRENT TAX COLLECTION FUND:					
TOTAL REVENUES		0.00	631.05	(631.05)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	631.05	(631.05)	100.00

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DB: Montrose

REVENUE AND EXPENDITURE REPORT FOR CITY OF MONTROSE
PERIOD ENDING 10/31/2025
% Fiscal Year Completed: 33.70

Page: 14/14

GL NUMBER	DESCRIPTION	YTD BALANCE	AVAILABLE	% BDGT USED
		2025-26 AMENDED BUDGET	10/31/2025 ORMAL (ABNORMAL)	
Fund 737 - OPEB				
Revenues				
737-000-665	INTEREST EARNED	0.00	141.42	(141.42) 100.00
TOTAL REVENUES		0.00	141.42	(141.42) 100.00
Fund 737 - OPEB:				
TOTAL REVENUES		0.00	141.42	(141.42) 100.00
TOTAL EXPENDITURES		0.00	0.00	0.00 0.00
NET OF REVENUES & EXPENDITURES		0.00	141.42	(141.42) 100.00
TOTAL REVENUES - ALL FUNDS		2,698,772.76	1,205,789.76	1,492,983.00 44.68
TOTAL EXPENDITURES - ALL FUNDS		2,750,751.94	689,241.21	2,061,510.73 25.06
NET OF REVENUES & EXPENDITURES		(51,979.18)	516,548.55	(568,527.73) 993.76

CITY OF MONTROSE
MEMORANDUM
Date: November 18, 2025

G

To: Mayor Banks and Montrose City Council Members

From: City Clerk Activities

Subject: Report on City Clerk Activities for September/October 2025

Processed 34voters

- Printed Voter Master Cards
- Printed Voter ID Cards
- Mail Voter ID Cards
- Removed outdated Master Cards
- Filed updated voter records
- Removed Master Cards for voters no longer residing within City limits
- Removed records for deceased voters
- Updated Master Cards to reflect surrendered licenses

Attended October 28, 2025 City Council Meeting.

Thank you City Secretary, Christine Shultz for transcribing the 10/28/25 city council meeting minutes!

Processed vendor COL (Certificate of Liability) and workers' comp updates for approximately two dozen vendors.

Emailed updated City W-9 and Tax-Exempt Certificates to new vendors.

Reviewed invoice submissions and internal documentation for accuracy prior to completing multiple check runs.

Completed task of uploading all contracts and attorney opinions since January 2025 for Council Member Ryan Heslop.

Provided in-person customer service to residents visiting City Hall.

Processed 61 emails, multiple residential phone calls, including missed solid waste collection, election-related inquiries and/or city related matters.

Disputed final invoices from VC3. Re-calculated invoices and saved the City **\$7,331.52**.

Worked with the City Manager and staff on several day-to-day items, like vendor payments, publication notices, and getting the new security system installed.

Submitted synopsis adoption notices for publication of Ordinance No. 461, and PUD Text

Amendment to the Tri-County Citizen for publication in compliance with the City Charter and statutory requirements.

Confirmed SAM (System for Award Management) account updates to include current authorized users and remove outdated contacts.

Continued records management and document preparation in compliance with state retention requirements.

Answered routine operational issues and interdepartmental communication needs in preparation for upcoming City Audit.

Coordinated with the Treasurer MERS regarding reporting corrections and system access.

Coordinated with MERS regarding reporting transition to the Secretary/Utilities Clerk and completed the final reporting tasks before handing off duties.

Participated in the Verity “Anatomy of a Ballot” election training webinar and saved bar code/test deck reference materials.

Worked on FOIA-related tasks including:

- Retrieving and preparing council meeting audio recordings (Nov. 2024–Oct. 2025).
- Identifying page counts for FOIA billing.
- Coordinating with legal counsel regarding subpoenaed personnel documents.
- Ensuring meeting minutes and agendas posted online align with FOIA-required accuracy.

Resolved several misallocated or incomplete GL coding entries on past credit-card statements to ensure accurate departmental distribution.

Participated in the Verity “Anatomy of a Ballot” election training webinar and saved bar code/test deck reference materials.

Worked on FOIA-related tasks including:

- Retrieving and preparing council meeting audio recordings (Nov. 2024–Oct. 2025).
- Identifying page counts for FOIA billing.
- Coordinating with legal counsel regarding subpoenaed personnel documents.
- Ensuring meeting minutes and agendas posted online align with FOIA-required accuracy.

Obtained signatures to finalize Resolutions and Ordinances approved at September 28th city council meeting.

Requested Shumaker Group post missing or mislabeled agendas/minutes, replacing incorrect attachments, or relocate multiple council agendas and minutes (2024–2025) on the City’s website ensuring accurate online records under both “Agendas” and “Meeting Minutes in response to a resident inquiry and a formal FOIA request.

Processed and researched vendor agreements for the ongoing contract audit, including identifying one unsigned vendor contract requiring follow-up.

Communicated with APM Mosquito regarding a missing signed contract following council approval.

Assisted code enforcement, and the city manager to locate older agreements stored in shared drives or email.

Provided documentation to Netsource regarding invoicing issues and ensured AP receives all IT bills going forward.

Resolved remote-login issues after recent server configuration updates.

Assisted staff with registration records, historical member lists, and data checks when needed.

Preparing updated employee roster as requested (pending completion).

Continued compiling monthly clerk report for the staff meeting and council packet.

Clarified grant-funding requirements for the Jennings ADA Grant:

- Confirmed need for W-9s from vendors/contractors.
- Verified proper payment procedures for grant reimbursement.

Processed subpoena request for personnel file to MML City Attorney.

Updated internal records such as employee rosters, rental/contract files, and vendor documentation.

Several of these tasks required additional follow-up and after-hours work to ensure records, payments, and council materials were accurate and up to date.

H.

CITY OF MONTROSE MEMORANDUM

Date: November 17, 2025

To: Mayor Banks and Montrose City Council Members

From: Sam Spence, DPW Supervisor

Subject: DPW Report for October 2025

STREETS

- Street Sweeper ran daily
- Monitored and reported streetlight outages. (5 were repaired).
- Assisted in road blockage and cleanup for 2025 Fall-o-ween.
- Final grading on dirt roads for the season.
- Graded and filled holes on S. Saginaw St. shoulders.

PARKS & RECREATION

- Both Lions park and Blueberry park were winterized and closed for the season.
- All parks were mowed.
- Trees and DDA flowers were watered.
- Delivered/placed all trees at planting locations.
- Assisted with planting, mulching, and watering.
- Trimmed growth along fence line in Lions park.
- Called Missdig to mark all underground utilities.
- Began leaf cleanup

SEWER/WATER

- All water samples were drawn and reported.
- All water samples were drawn and reported.
- Addressed water issues (excess usage).
- Water lines marked for Missdig tickets.

BUILDINGS/GROUNDS

- Edged Depot, and City Office.
- All parcels mowed.

DDA

- Removed fall decorations were picked up and placed in the DDA.
- Preparing to put Christmas Decorations up

TRAINING/CONFERENCES/COMMITTEES

- Attended the Water Advisory Board meeting.

Recommendation: City Council Receive and File Report

CITY OF MONTROSE

MEMORANDUM

Date: November 12, 2025

To: Mayor Banks and Montrose City Council Members

From: Timothy Mazur, Building Official

Subject: Receive and File City Building Inspector October 2025 Activity Report

The following has been performed for the month of October 2025. This is not inclusive as work and permits do/can carry over month to month in addition to multiple phone calls with customers handling questions and processes including consultation by the Building Inspector.

- Three (3) Approved Permits
- One (1) Not Approved.
- Three (3) Inspections.

Recommendation: City Council Receive and File Report

CITY OF MONTROSE MEMORANDUM

Date: November 10, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: City Council Consider Live Streaming City Council Meeting Policy

Background: Accompanying this memorandum is the previous memorandum from October city council meeting to provide the background and why this is on the city council agenda under “old business.”

The City of Montrose Mayor and several Council members expressed a few changes to the proposed policy such as record retention and not cutting any video feed. Those changes were made, the policy formatted, and updated to provide city council edification with improved descriptions relative to policy definitions.

City council should be aware that after consulting with City Clerk the stated record retention policy is consistent with current practices and endorsed by the Michigan Municipal Clerks. City administration remains firm with remaining consistent with Municipal Clerk’s across the state in its record retention policy.

City administration also recommends either a Teams or Zoom platform to permit implementing proposed policy. Zoom or Teams meeting is a platform, that can permit approved presenters (as indicated in the policy) and simplifies record retention. City administration is not interested in any other platforms.

If the city council approves this policy, city administration will provide a proposal for services at its next meeting.

Recommendation: It is recommended the City Council Consider Adopting the Council Meeting Live Streaming Policy.

CITY OF MONTROSE MEMORANDUM

5.
1

Date: October 7, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager 

Subject: City Council Consider Live Streaming City Council Meeting Policy

Background: The City of Montrose Mayor and Council members have expressed a desire to improve transparency with the community. That effort has been improved since June 2025 where the public now has full access to council meeting packets on the city website. These meeting packets are posted in accordance to city council rules on the Thursday preceding the council meeting on Tuesday evenings. This not only gives each council member nearly five (5) days to review the information and be able to ask the city manager questions prior to the meeting but also gives city constituents an opportunity to see, read and ask their elected officials' questions prior to the scheduled council meeting.

While those efforts have proved valuable, the city's Mayor and a member of city council have for the past six to seven months utilized the Montrose Community Schools Media Team to record city council meetings. Those recordings were then provided to a member of city council which was using a private YouTube Channel not sanctioned by the city. While those efforts are noble and facilitated a first-ever transparency model for the city, this process did not provide a clear policy direction for city administration.

After consulting with our city attorney, it is recommended the city adopt a policy that is clear in describing its role, responsibilities, record retention and capabilities.

City administration is working with its IT vendor to procure a process involving what most likely will be a fixed camera/mic system on a free Zoom or Teams platform controlled by city administration enabling live streaming.

If the city council approves this policy, city administration will provide a proposal for services at its next meeting.

Recommendation: **It is recommended the City Council Consider Adopting the Council Meeting Live Streaming Policy.**

CITY OF MONTROSE
CITY COUNCIL RULES
Policy Number: #-1125-25

Date

November 25, 2025

Subject

Council Meeting Live Streaming and Recording Policy

Purpose

To improve accessibility and community participation in relation to decision making processes. It is predicted that live streaming and recording Council Meetings will provide more flexible and convenient access of Council debate and decisions to a wider audience. Live streaming and recording of Council Meetings also eliminates geographic and time barriers which may prevent the public from attending meetings in person; thereby resulting in greater community confidence in the integrity and accountability of the decision-making process. The Council Meeting Live Streaming and Recording Policy provides the policy direction and guidelines for Council, staff, and the community.

Strategic Goals and Priorities: Community Engagement

Purpose

This policy reflects Council's commitment to transparent and accessible decision-making processes. Any parts of Council's Meetings that are closed to members of the public is regarded as confidential and will not be recorded.

Scope

This policy applies to the following attendees present at open meetings of Council:

- Council and staff
- Guests and Delegations
- Gallery and Media
- Authorized Presenters

Responsibilities of City Council

Any changes, alterations, or amendments to this Policy language and intent are with the concurrence and approval of Council.

Chief Administrative Officer (CAO) - City Manager

The CAO shall have overall responsibility to implement and manage all features and guidelines as identified within this policy.

City Clerk and/or designee are responsible to know, understand and adhere to all features and understand the guidelines of this policy.

Definitions

- A. **"Council Meetings"** refers to meetings of Council that are open to the public, its various committees and commissions.
- B. **"Closed Session"** refers to closed session meetings, also known as executive sessions, to discuss sensitive topics that cannot be addressed in public, such as personnel matters, real estate negotiations, and legal advice. These sessions are subject to strict rules, like the requirement for a roll call vote in an open meeting to enter closed session and the creation of separate, detailed minutes. The minutes document what happened, but they are not always publicly released, especially if the topic remains confidential.
 - Personnel matters: To discuss the dismissal, suspension, discipline, or hiring of a public officer or employee, or to conduct a periodic personnel evaluation, especially if the employee requests a closed hearing.
 - Real estate: To consider the purchase or lease of real property until the option is acquired.
 - Legal matters: To consult with the municipal attorney regarding pending litigation or settlement strategy where an open meeting would be detrimental to the public body's position. This can include reviewing a written legal opinion.
 - Labor relations: To discuss collective bargaining negotiations.
 - Security: To discuss the security of public property.
 - Confidential applications: To review the contents of a specific employment or appointment application if the candidate requests confidentiality.
 - Statutorily exempt information: To consider information that is exempt from public disclosure by state or federal law.
- C. **"Live Stream"** means a live, publicly streamed broadcast

Policy

- Regular and Special Council Meetings held in the City of Montrose Council Chambers will be live streamed and video recorded on the city website deemed appropriate by the Chief Administrative Officer.
- Any part of the meetings under "Closed Session" to members of the public are regarded as confidential and shall not be video recorded.

- Special Meetings held for the sole purpose of going into a Closed Session will not be live streamed or video recorded.
- Members of the public may provide comments in person at the meeting in accordance to city council rules. Additional methods for providing public comments may be advertised prior to the meeting.
- Presenters, who may not be able to attend a council meeting, will be permitted to make a presentation and city council engage with questions, when appropriate. Presenters are approved by the city manager and are defined with respect to organizations are limited to; city auditor, city attorney/designee or city engineer(s).
- The City will make every effort to ensure that live streaming and recordings are available and will take no responsibility or be held liable for technical issues beyond its control. Technical issues may include, but are not limited to internet connection, device failure or malfunction, unavailability of social media platforms, or power outages.
- Video files from live streaming and recording on the internet are part of the public realm and as such, are subject to alteration by a member of the public with no municipal control over such alterations. The Municipality assumes no liability associated with any alterations that may be made by a member of the public on the internet.

Live Streaming and Recording Notifications

Gallery and Media

It is not the intention to capture members of the gallery and media during live streaming recording, however this may occur due to camera angles and seating arrangements. By attending the public meeting, attendees are consenting to their image, voice, or comments being live streamed and recorded.

Signage will be visibly displayed in the foyer of city council chambers advising the meeting is being recorded.

Retention of Video Records

Video files will remain posted on the city website for one year and one day, in accordance to the City's Record Retention Schedule 8, adopted by City Council via Resolution 2012 and endorsed by the Michigan Association of Municipal Clerks. Once the retention period expires video files may be removed from the internet and will not be retained by the City of Montrose and will no longer be publicly available.

Official Meeting Records

The official record of open meetings shall be the written minutes. The retention of a video recording shall in no way detract or undermine the position of adopted minutes as the official records of city council decisions.

CITY OF MONTROSE MEMORANDUM

Date: November 10, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider City of Montrose Assessor Contract

Background: During conversations with the city clerk it was discovered the city assessor's contract had expired early May 2025. I contacted Mr. Robert Naumann and communicated such occurrence and asked if he would consider remaining as the city's assessor. Robert agreed.

Accompanying this memorandum is the renewal agreement reflecting the term date.

I also directed the city clerk to schedule each contract and agreement, the city has, through its shared Outlook Scheduler Program and set review dates and alerts at the 60 day window. Relying on paper events that are critical to the city may be one form, but operating on a proven shared system is needed. City administration must ensure contracts or agreements are not missed and city council has them in their possession in a timely manner to consider for approval.

As a side, It was also discovered, there were two contracts the city council approved earlier this year (February – March 2025) that had not been signed and filed. These contracts were addressed, sent to the vendor and filed. I also discussed with the city clerk that all contracts, agreements, resolutions, and ordinances must have the Mayor as a signatory for official records. It was discovered that a number of these paper agreements or contracts from prior years and/or months did not.

Recommendation: It is recommended the City Council Consider Approving the renewal contract with Mr. Robert Naumann. This is a Budgeted position 101-257-801 Fund.

AGREEMENT FOR ASSESSING SERVICES

THROUGH MAY 1, 2028

AN AGREEMENT made this 25th day of November 2025 between THE CITY OF MONTROSE, a Michigan municipal corporation, of 139 S. Saginaw Street, Montrose, Michigan 48457, hereinafter referred to as "the City" and Robert Naumann, of Michigan, hereinafter referred to as "the Contractor."

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledge, the parties agree as follow:

1. **Engagement:** The Contractor is hereby engaged by the City to provide Assessing Services.
2. **Term:** The term of this Agreement shall be for a period of three (3) years ending May 1, 2028. Both parties reserve the right to cancel this Agreement at any time, without liability except for compensation due for prior services, by provided thirty (30) days advanced written notice.
3. **Indemnity:** The Contractor shall to the fullest extent permitted by law, indemnify and hold the City and its agents, officers, and employees harmless from any and all claims, demands, suits or causes of action (including all costs connected therewith, by reason of personal injury (including bodily injury and death and/or property damage (including loss of use thereof arising out of or in any way connected with the acts or omissions of the Contractor, its officials, employees, contractors, and agents under this Agreement.
4. **Insurance:** Contractor shall acquire and maintain professionally appropriate insurance. Proof of such shall be provided to the City within 30 days of the signing of this contract and at any time thereafter as requested by the City. All insurances shall be issued by companies licensed by and eligible to issue insurance policies in the State of Michigan. The insurance policies shall name the city as additional insured, and shall contain a ten (10) day pre-cancellation notice provision.
5. **Compensation:** Contractor will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within thirty (30) days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and gives specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute. Contractor would be compensated at twelve thousand dollars per year (\$12,000) or one thousand dollars per month (\$1,000) at the same per the previous contract.

6. **Contractor's Representations:** Contractor shall warranty his work to all applicable professional standards
7. **Timeliness:** The parties agree that time is of the essence of the Agreement.
8. **Non-assignability:** Neither this Agreement nor any part of it shall be assigned by either party without the prior written consent of the other party. The consent shall not be unreasonably withheld.
9. **Right of Audit:** The City shall have the right to inspect and audit the records of the Contractor relating to the materials, supplies and subcontractors used in the performance of the project described in this Agreement.
10. **Entirety of Agreement:** Amendments: The Agreement and the referenced documents herein contain the entire agreement and represent the understanding of the parties with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of the parties are revoked. This Agreement may be amended or terminated only by a written instrument executed by the parties. There are no agreements, restrictions, promises, covenants, or other undertakings other than those expressly set forth in this Agreement.
11. **Termination:** The failure of either party to perform any term, condition, or covenant made or undertaken by it, or the violation of any warranty or representation in this Agreement, shall be deemed a material default of this Agreement. If a default occurs and remains uncured by the defaulting party for 10 days after the other party has given a notice of default, the non-defaulting party shall have the right to terminate this Agreement. The right to terminate shall be cumulative and in addition to any and all other rights and remedies available to the parties.
12. **Governing Law:** This Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.
13. **Venue:** By execution of this Agreement, the parties' consent to venue in Genesee County of any action brought to enforce the terms of this Agreement or to collect any monies due under it.

14. **Notices:** Any notice that either party may give or is required to give under this Agreement shall be in writing and, if mailed, be effective three days after being sent by certified or registered mail, postage prepaid, addressed to the other party at the other party's address set forth in this Agreement or at any other address that the other party provides in writing.

15. **Severability:** If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision the remaining provisions of this Agreement.

16. **Ethics:** The Contractor acknowledges receipt of the City's conflict of interest policy and certifies that it is and has at all times relevant hereto been in full compliance. The parties agree that this provision is a material term of this Agreement and past or future violation thereof shall be grounds for termination of this Agreement without liability to the City.

17. **Contractor's Advertisements:** The Contractor is expressly prohibited from referencing its relationship with the City to third parties for any purpose other than that directly related to the scope of work, without the prior written consent of the City Council. It is understood and agreed that this prohibition includes use of the City's name in any advertisement or application for award or recognition of achievement.

18. **License, certification and training costs:** The Contractor is responsible to pay for all license, certification and training related costs and fees to maintain in compliance with the law and bid documents and agrees to hold the City harmless thereof.

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

Joe Karlichek

City of Montrose
Montrose City Manager

11-25-2025

Robert Naumann

City of Montrose
Assessor

11-25-2025

City of Montrose
Montrose City Mayor 11-25-2025

CITY OF MONTROSE MEMORANDUM

Date: November 10, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider Approving Title VI Policy

Background: The City of Montrose is required to provide an annual affirmation of its policy and complete MDOT Form 0179 and certify compliance with Title VI of the Civil Rights Act of 1964. The form was completed and submitted.

Title VI policy is required all deeds, permits, leases licenses and federal aid contracts in Michigan to include a nondiscrimination policy, as confirmed by the Michigan Department of Transportation (MDOT) and various local government entities. This ensures that no person is discriminated against based on race, color, or national origin in programs and activities receiving federal financial assistance.

Upon my review of our policy, it was discovered to be outdated, numerous grammatical errors and outdated leadership. Those errors were fixed and/or updated. Accompanying this memorandum is the updated policy and city council is being asked to thoroughly review and approve the updated policy.

Recommendation: It is recommended the City Council Consider Approve the updated Title VI Policy and authorize the signatures of the Mayor and City Manager on documents identified within the Policy.

CITY OF MONTROSE

TITLE VI NON-DISCRIMINATION PLAN

**139 S. Saginaw Street
Montrose, MI 48457
www.cityofmontrose.us**

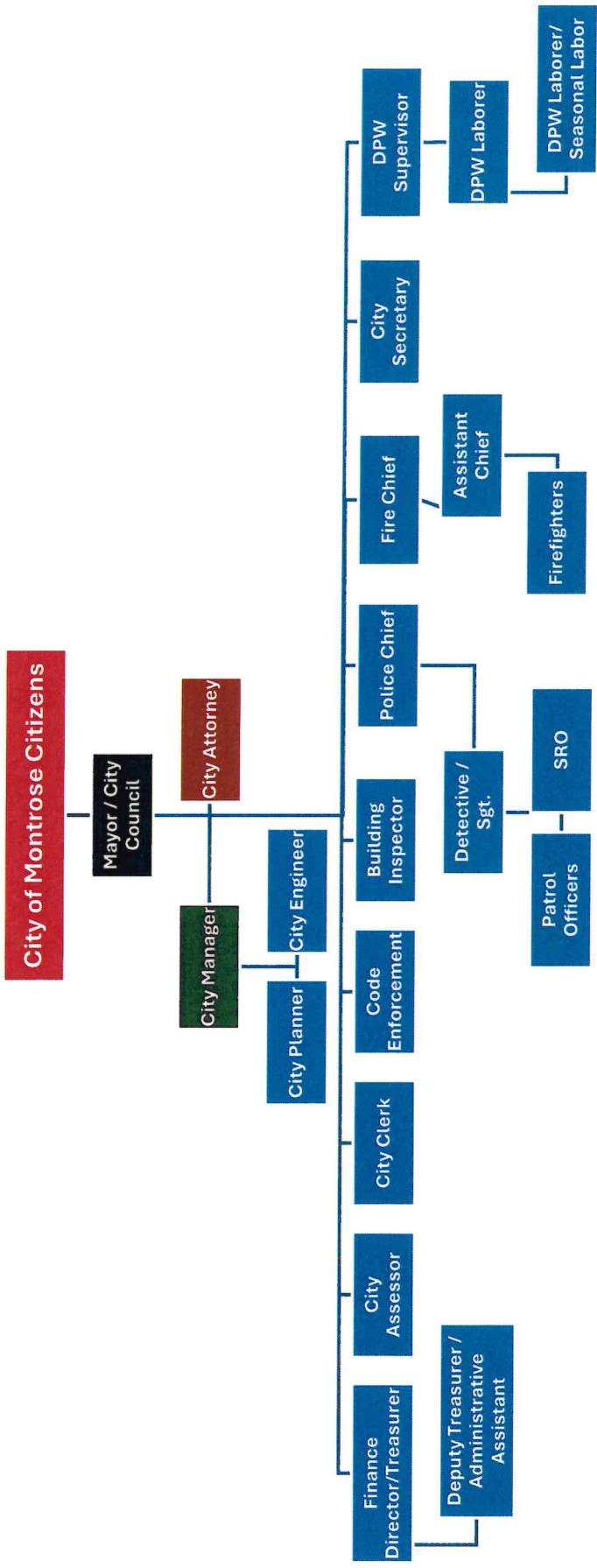
**Title VI Coordinator:
Joe Karlichek, City Manager
Phone: 810-639-6168**

Email: manager@cityofmontrose.us

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2026 CITY OF MONTROSE ORGANIZATIONAL CHART



INTRODUCTION

The City of Montrose serves all people of the City, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. The City of Montrose recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Montrose must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause

adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Montrose's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Montrose programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As the sub-recipient of federal transportation funds. the City of Montrose must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Montrose shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts. assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Montrose, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Montrose efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Montrose has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF MONTROSE
NON-DISCRIMINATION POLICY STATEMENT

The City of Montrose reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Montrose will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Montrose designates Joe Karlichek, City Manager, as the Title VI Coordinator. The City Manager will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Montrose complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Montrose and Title VI may be directed to:

Joe Karlichek, City Manager
139 S. Saginaw Street
Montrose, MI
Email: manager@cityofmontrose.us

Tom Banks
Mayor

Joe Karlichek
City Manager / Title VI Coordinator

CITY OF MONTROSE TITLE VI ASSURANCES

The City of Montrose (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives. to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a)(1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(6) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:
 - The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Tom Banks
Mayor - City of Montrose

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects - The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of "significant")

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person's businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance - Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City

Low-Income - A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population - Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority - A person who is:

- a. Black - A person having origins in any of the black racial groups of Africa;
- b. Hispanic - A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American - A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

d. American Indian and Alaskan Native - A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population - Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance - A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons - Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used: "White not of Hispanic origin", "Black not of Hispanic origin", "Hispanic", --Asian or Pacific Islander", "American Indian or Alaskan Native". Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program - Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations - An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. Will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient - Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION - GENERAL

The City of Montrose designates Joe Karlichek, City Manager as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). Mr. Karlichek shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI

language in contracts and publishing the City's Title VI Plan within 90 days of approval on the main page of the City of Montrose internet website, at www.cityofmontrose.us.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter.ⁱⁱ These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

- Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Montrose receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.ⁱⁱⁱ

The Guidance implies that the City of Montrose is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations. and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations.

This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Montrose and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Montrose services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

According to the Census 2020 Specifically the data indicates that none of the households in Montrose, MI reported speaking a non-English language at home as their primary shared language.

For more information on census data the following link is provided:

<https://censusreporter.org/profiles/06000US2604955280-montrose-city-genesee-county-mi/>

Factor 2: Frequency of Contact with LEP Individuals

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have not had any encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular Commission meetings are held on the Second and Fourth Tuesday of each month, which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Montrose serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Montrose and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."

The City of Montrose serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain

circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Montrose budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Montrose to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Montrose.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.^{iv}

The City of Montrose is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.^v

Considering the relatively small size of the City , the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Montrose will do. What actions will the City of Montrose take?

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the City’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken by the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferred into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Montrose Staff Training

The City of Montrose staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, follow mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project's impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minority and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts

that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period,

he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Montrose, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Montrose, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against a City of Montrose sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the City Manager for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Joe Karlichek, City Manager
139 S. Saginaw Street
Montrose, MI 48457
Phone: 810.639.6168
Email: manager@cityofmontrose.us

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF MONTROSE TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Montrose based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form, please contact the Joe Karlichek by phone at 810-639-6168 or via email at manager@cityofmontrose.us

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:
Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

Race Disability Sex
 Color Religion Income
 Age National Origin Retaliation

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Joe Karlichek, City Manager; 139 S. Saginaw Street, Montrose, MI 48829; Phone: 810-639-6168; Email: manager@cityofmontrose.us

Note: The City of Montrose prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

"Significant" requires considerations of both context and intensity:

- (a) *Context.* This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity.* This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
 - (I) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

"Non-significant effect" means no substantial change to an environmental component and this has no material bearing on the decision-making process.

Scientific, technical, institutional, the public's value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of "significant" and "non-significant" effects will be made by the City Manager

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Montrose Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City employees will be trained or made aware of the Title VI and LEP policies and complaint procedures. The City of Montrose Title VI Plan will be published on the main page of the City's website at \V\vw.cityofmontrose.us, within 90 days of approval.
2. Appendix A will be included in all City contracts as outlined in the Title VI Plan. The language in Number 2 of the City of Montrose Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
3. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
4. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
5. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MOOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Imminent Domain:** The number of such actions and diversity of individual(s) affected.
 - h. **Program Participants:** Racial data of program participants where possible.

; The executive order verbatim can be found online at <http://www.usdol.gov/crt/cor/Pubs/eolep.htm>.

; Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

; The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/a5p/lep.asp>.

"Department of Justice Final LEP Guidelines. Federal Register June 18, 2002-Vol. 67-Number 117.

3.

CITY OF MONTROSE

MEMORANDUM

Date: October 26, 2025

To: DDA Board, City Council, Treasurer/Finance Director & City Clerk

From: Joe Karlichek, City Manager

Subject: DDA Function, MCL Act, Police Services/Community Marketing/Safety

Background: On October 20, 2025 I received the following email (below) from city clerk Christina Rush relative to the DDA and allowable expenditures under the Law. While the DDA Board conducted its lawful practice, I still researched the inquiry and consulted with our city attorney and DDA Consultant to provide the following answer.

Another consideration is that the DDA was established, based on city records, in 2007 some eighteen (18) years ago. The TIF Development Plan was developed and published in 2007 and indicates a variety of roles and responsibilities and what lawful action the DDA Board can undertake to improve the downtown. While I am not clear as to the chronic confusion within the administration as to the DDA and what it can do, I hope this will clear misinterpretation and misunderstanding of the past.

Email from city clerk;

Joe,

I wanted to bring the recent event expenditures to your attention, as the activities from this past weekend do not appear to fall under the allowable exceptions for municipal spending, such as observances of Armistice (Veterans), Independence, or Memorial Days, nor Diamond Jubilee or Centennial celebrations (see attachment: Allowable Expenditures under Restrictions on Local Government Expenditures, No. 3, second paragraph).

In the past, there has been significant concern regarding similar matters, for example, the DDA has been prohibited from contributing to events such as Candlewalk, and the City has not been permitted to cover costs such as police services for the annual Blueberry Festival. Those expenses have consistently been required to be paid by the applicant or event sponsor.

We have now received an invoice from the Montrose Township Police Department related to activities held this past weekend (see attachment: Fall O-Ween Invoice). If you are wondering why I am now questioning this, I did not believe the DDA was running or hosting the event; according to the City Council meeting packet from September 23rd, the DDA was listed as “sponsoring” it, which is a significant difference in interpretation.

Because I anticipate this will be questioned, could you please provide the specific MCL or legal authority under which the DDA was permitted to host and/or financially support this event? This will ensure proper documentation and justification for audit and record-keeping purposes.

ANSWER

Under the provisions of the Michigan Downtown Development Authority (DDA) Act, Public Act 197 of 1975. Under Michigan Compiled Laws (MCL) governing Downtown Development Authorities (DDAs), DDAs are explicitly granted the power to operate and fund marketing initiatives to promote their downtown districts. This is a core function authorized under the state's DDA Act.

Specifically, MCL 125.4207(2) grants a DDA the authority to:

- a) Prepare and implement development plans designed to promote economic growth within the district.
- b) Acquire, construct, and operate facilities that serve public use or promote economic welfare.
- c) Improve or operate any public facility or structure within the district that contributes to the economic growth or stability of the downtown area.
- d) Develop long-range plans, in cooperation with public and private entities, to promote the economic growth of the district.

Further, MCL 125.4207(2)(r) authorizes the DDA to *“create, operate, and fund marketing initiatives that benefit retail and general marketing of the downtown district.”*

These provisions clearly establish that a DDA's function extends beyond physical infrastructure improvements and includes marketing, promotional, and community engagement activities that foster economic development, attract investment, and build public confidence in the downtown.

Consistent with this authority, community events and sponsorships are recognized statewide as legitimate tools of economic development and placemaking. The Michigan Economic Development Corporation (MEDC) and Michigan Downtown Association (MDA) both identify public events, community partnerships, and promotional activities as eligible DDA functions that promote the vitality and identity of downtowns.

Below are just a few examples where municipalities, DDA's and businesses (within the DDA District) partner to improve their communities like we are doing here in the City of Montrose:

<https://www.wixomgov.org/departments/community-services-parks-recreation/sponsorships>

<https://www.trentonmi.org/1145/Event-Sponsorship#:~:text=DDA%20sponsorships%20can%20help%20pay,Trenton%20Downtown%20Development%20Authority%20District>

This Space Intentionally Left Blank

DDAs are able to fund these marketing initiatives through a variety of financing options available to them under Michigan law, including:

- **Tax Increment Financing (TIF) revenues:** Capturing the incremental growth in property taxes within the district to reinvest in downtown activities.
- **Millage:** Levying a property tax millage on properties within the downtown district.
- **Grants and donations:** Accepting funds from public and private sources.

Regarding public safety expenditures, the DDA's responsibility for ensuring the safety of event participants within the downtown district falls under its authority to manage and operate district activities and facilities (MCL 125.4207(2)(e)). In Michigan, the primary legal basis for municipalities to pay for police services for community-sponsored events comes from the Home Rule City Act, specifically **MCL 117.4j**, and the inherent "police powers" granted to local governments to protect the public health, safety, and welfare.

Summary

The Montrose DDA and the City of Montrose are permitted under state law and local policy to engage in activities under the provisions outlined to promote, market and sponsor community events within the DDA District to further the goals of economic development and public welfare

In addition, the current 2007 – 2032 Montrose DDA Development Plan & TIF directly calls for Marketing Strategies to promote Montrose to businesses citing job creation, and general pride to the downtown. Setting aside \$40,000.00 in funding and an additional \$25,000.00 annually for holiday decorations, minor projects and administration.

Montrose City contracts for police services with Montrose Township. The DDA and City determined there was a need for police services to protect families and children attending the "Fall-O-Ween" event on October 18, 2025 located in the Central Business District (CBD) where roads were closed for Hay Rides. The cost for those police services in the amount of \$170.12 is a nominal expenditure to ensure the safety of the community and can be paid for.

The DDA Board is assimilating an amended TIF Plan with its consultant for next FY that includes 2 – 3 sponsored events to facilitate marketing initiatives that are consistent with the DDA/TIF Plan.

Recommendation: It is highly recommended that the city clerk, who is tasked with accounts payable (AP), process the invoices received. This memorandum will be shared with the City Council & DDA Board to eliminate any confusion there may be from here on out as to the roles and responsibilities of the DDA and what is lawfully tasked under the Statutes, By-Laws and TIF Plan.

CITY OF MONTROSE MEMORANDUM

4.

Date: November 10, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider M-57 Communication with MDOT

Background: Since my hiring as the city manager, I have taken many tours of the downtown business district, visited with business owners, interacted with patrons and walked both south and north CBD and alleys. In addition to that activity, I have had numerous discussions with our DPW Supervisor who has described to me a number of “near misses” with excessive speeding of traffic, heavy trucks and other apparatuses while performing flower watering duties during the late Spring and Summer months. I too, through my personal observations have seen excessive speeding, racing of engines, squealing of tires and distracted driving.

These direct communications with businesses, DPW staff and my personal observations raised enough concern to begin having discussions with our police chief. Those discussions surrounded strategies and to deploy increased law enforcement efforts along M-57. From those discussions I learned the city council, through its past city manager, requested a “speed study” (*enclosed with this memorandum*) dated March 6, 2023. That report cited conflicting speed patterns (some 5) along M-57 and speed concerns. The MSP conducted their study,, published their study that included alleviating the 5 speed zones to 3 and increased the speed limit from 30 mph in the direct downtown business district to 35 mph.

Consequently, the speed study, as in most cases, created additional conflict. The study, in my professional opinion, did not consider business and foot traffic amongst patrons in the immediate downtown. These are serious concerns for the vitality of Montrose City and Township, or “Montrose.” Montrose shares M-57 and the CBD and GBD of M-57 is a major economic engine for both communities. Negative consequences to the city and township will continue without proper law enforcement, considerable adjustments to speed control, speed recognition, and other considerations this Board and city council should discuss.

Accompanying this memorandum is the speed study and copy of the email exchange with MODT following a request to MDOT, from the city’s DPW Supervisor, to deploy non-static speed signs the city currently has in its possession. Currently, the Township of Montrose has a “Speed Trailer” however it appears the software is outdated, the trailer width is too wide for right-of-way and offers nothing more than a flashing speed signal.

The DDA Board received this same report at their November 20, 2025 meeting. Chairwoman Machuk can provide additional details and discussion.

City administration is providing this communication to city council as information only, at this time, and desired feel free to discuss this matter and offer additional solutions.

Recommendation: It is recommended city council file this report.

Joe Karlichek

From: Joe Karlichek
Sent: Wednesday, November 5, 2025 3:13 PM
To: Inman, Harold (MDOT)
Cc: Whiteherse, Ryan (MDOT); L Machulk; Jamie Cochran; DPW Director; T Banks
Subject: RE: Montrose speed detection signs

Hello Harold,

Thank you for the information relative to the speed signs. I am very disappointed in the city not having the ability to identify quantitative speed data. The city has “mobile radar signs” currently that are operated by solar. They are re-movable and movable on the static speed limit signs currently in the ground, can these be deployed? Perhaps there’s a misinterpretation? As you know, data is a critical component to fixing issues. In lieu of the clarification we need, the city is working with our police chief Jamie Cochran to deploy a speed trailer along M-57 and hope to have this active in the next few weeks. The challenge with that is due to the width of the trailer and sizes of the right-of-way.

Relative to the Speed Study, I am requesting a copy of the speed study. I nor the police department can locate a copy. Please direct me to where this can be obtained or send via email manager@cityofmontrose.us

We respect the fact that M-57 is a trunk line, what our city and contiguous communities cannot accept are believed and chronic issues with overweight trucks, excessive speeding, and other various traffic concerns that we believe is contributing to a negative economic impact and safety in our community. Our police chief was also going to contact the MSP and see if their Carrier Officers can patrol and assist, but it appears that may not be an option either.

In addition, every inch on M-57 (*in the city*) is under the City DDA and one of the primary functions of the DDA is economic and marketing development. While we understand there is a law enforcement component to a solution there is the simple fact that the immediate downtown area at 35mph and observed heavy/overweight speeding large trucks is unacceptable. Our DPW Supervisor has reported to me since my hiring (June 2025) several near misses this year when he and DPW staff are out simply watering flowers (in the immediate downtown business district). I personally have observed, on numerous occasions, vehicles and heavy trucks traveling at high rate of speeds whether coming into town and through town. Business owners have expressed their concerns as well.

The city is actively working with various organizations bringing in development to the downtown. Social activities to stimulate business, commerce bringing people, families, and children are also increasing. A recent approved \$2.2 million dollar renovation project will soon begin on the northwest corner of Saginaw/M-57.

Finally, I 34 years in public safety and have experienced very negative and poor outcomes when conditions are ignored. I want to partner and work with your organization on solutions to address these matters before we have; one, a fatality, two, improve the economic vitality of Montrose. No city can live and thrive with the current conditions on M-57 within the city limits.

Cc:/ Mayor, DDA Chairwoman, DPW Director and Police Chief

Joe Karlichek
City Manager
City of Montrose
139 South Saginaw Street
Montrose, MI 48457
Office Phone: 810.639.6168 Ext. 4
www.cityofmontrose.us

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From: Inman, Harold (MDOT) <InmanH@michigan.gov>
Sent: Wednesday, October 29, 2025 8:24 AM
To: DPW Director <dpwdirector@cityofmontrose.us>
Cc: Joe Karlichek <manager@cityofmontrose.us>; Whiteherse, Ryan (MDOT) <WhiteherseR@michigan.gov>
Subject: Re: Montrose speed detection signs

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

Good morning Sam , permanent speed detection signs are not allowed on state trunklines. A temporary speed trailer may be acceptable for a short period of a week or two. Since there was a traffic study just a few years ago there are no plans to conduct another one in this area. If you have other questions let me know.

Thanks,
Harold Inman
MDOT Davison TSC
Maintenance Coordinator
248-431-2265

[Get Outlook for iOS](#)

From: DPW Director <dpwdirector@cityofmontrose.us>
Sent: Wednesday, October 29, 2025 8:04:10 AM
To: Inman, Harold (MDOT) <InmanH@michigan.gov>
Cc: Joe Karlichek <manager@cityofmontrose.us>
Subject: Montrose speed detection signs

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good morning, Harold. The City of Montrose currently has two speed detection signs located on local streets. They are solar powered, speed indicating devices. We are wondering if we are allowed to place them along M-57? You can reach me directly if needed, 810.275.5331. Thanks in Advance.

Sam Spence
City of Montrose-DPW
Montrose, Mi. 48457

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TRAFFIC SURVEY REPORT (State)

Original Date 03/06/2023	Incident No. 0003-23
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COUNTY(s) Genesee	CITY(s)/TWP(s)/VILLAGE(s) Montrose	MDOT C.S. 25101
NAME OF ROAD M-57	RIGHT OF WAY	ROADWAY WIDTH
LENGTH OF ROAD UNDER STUDY 1.595	PARAMETERS OF STUDY AREA Glenn Mark Trail to Seymour Rd	
DIVIDED	SURFACE MATERIAL	SHOULDER WIDTH & MATERIAL
ALIGNMENT	ADVISORY SIGNS	
DEVELOPMENT	SIDEWALKS	NUMBER OF LANES
PRIVATE DRIVES	COMMERCIAL DRIVES	INTERSECTIONS
BRIDGES, RR CROSSINGS, OTHER	EXISTING TCOS 25-003-88	SIGNALIZED INTERSECTIONS 2
		VOLUME COUNT (ADT)/DATE

Information:Information:

The Montrose City Council requested that the speed limits along M-57 within their incorporated area be evaluated. They expressed two primary concerns; the excessive number of speed zones creating confusion for drivers-making enforcement difficult and the speed of/noise from commercial vehicles traveling through the city, especially concerning eastbound traffic.

Participants:

Neil Rankin, Montrose City Manager

Jamie Cochran, Montrose Township Police Chief

Steven Pethers, MDOT Davison TSC

Ted Stone, MSP TCRU

Investigation:

On April 13, 2021, Pethers and I responded to Montrose in an unmarked vehicle and traversed the city several times making observations of traffic patterns and the traffic control devices. We did note what appeared to be excessive speed zones with two of the zones measuring just over .25 miles long and one being less than .25 miles.

Observations of commercial traffic revealed that westbound traffic speeds appeared to be mitigated by the quickly changing character of M-57 to the west of Seymour Road and an uphill grade. Eastbound traffic did reveal some drivers failing to adhere to the posted speed limit. This was due in part to the nature of the immediate area and, the very slight initial change in speed limits from 55 mph to 50 mph as they entered the city.

PAGE 1 of 3	INVESTIGATED BY	REPORTED BY	REVIEWED BY
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Original Date 03/06/2023	Incident No. 0003-23
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Speed Study:

On April 13th Pethers and I also completed speeds studies along the M-57 corridor corresponding with the current five speed zones. Traffic was non-peak with the clear skies and dry roadways persisting.

Sample site; 1,000 feet west of the west city limits

Current speed limit 50 mph

85th percentile 51 mph

50th Percentile 47 mph

Sample site; 200 feet west of Grafton Street

Current speed limit 40 mph

85th percentile 44 mph

Sample site; 100 feet west of Saginaw Street

Current speed limit 30 mph

85th percentile 35

Sample site; 200 feet west of Nanita Drive

Current Speed limit 35 mph

85th percentile 38 mph

Sample site; 650 feet west of Seymour Road

Current Speed limit 45 mph

85th percentile 43 mph

COPY

Crash History:

A five-year review of traffic crashes along this section of M-57 showed a total of 71 incidents or an average of 14.2 per year.

Of these there were 5 injury crashes all being denoted as 'A' injury. No fatalities were reported.

Of these crashes 3 were due to driver's failing to yield while entering the traveled lanes of M-57, 1 was due to a failure to stop in assured clear distance same direction (rear end), and 1 was due to disregarding a stop-and-go light.

84.5% of all crashes occurred on dry roadways, 85.9% occurred during the hours of daylight, 81.7% occurred while the sky was either clear or cloudy.

Crashes by type showed the majority were rear end going straight (38%) followed by side swipe

PAGE 2 of 3	INVESTIGATED BY	REPORTED BY	REVIEWED BY
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Original Date 03/06/2023	Incident No. 0003-23
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same direction (11.3%).

Of these the driver violation by percentage was determined to be: 16.7% were due to disobeying a traffic control device, 35.2% were due to failure to stop in assured clear distance, 22.5% were due to failure to yield, and 25.4% were due to disregarding a stop and go light.

Recommendations:

Review of the speed data collected, crash history, and concerns expressed by the complainant led to the following recommendations.

Beginning MP 01.147 to End MP 01.780 which previously consisted of both a 50 mph and 40 mph zones be posted at 45 mph.

Beginning MP 01.780 to End MP 02.305 which previously consisted of a 30 mph and a 35 mph speed zones be posted at 35 mph.

Beginning MP 02.305 to End MP 2.642 be posted at 45 mph with the remaining distance to End MP 02.742 reverting to 55 mph.

Rescinded Traffic Control Order:

The current governing TCO 25-003-88 be rescinded with the speed zones being reconfigured as stated above.

Follow up Contacts:

The City Manager Neil Rankin and the Chief of Police Jamie Cochran were both contacted and advised of the proposed changes.

PAGE 3 of 3	INVESTIGATED BY	REPORTED BY	REVIEWED BY
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**City of Montrose
M-57 (Vienna)
Speed Study 2021**

**Proposal to decrease the
number of speed zones from 5 to 3**



CITY OF MONTROSE MEMORANDUM

Date: November 19, 2025

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider Approving Amended Agreement with Strong Capital III, LP, License Fee

Background: The City of Montrose signed an agreement in 1981 with Grand Trunk Western Railroad Company and has been paying monies annually identified as a “license fee” since then. These agreements are required to permit the City of Montrose’s water pipelines to cross Genesee & Wyoming Railroad Company (GWRR) right-of-entry-way in Montrose. There are two main waterlines that run under the Maple Street and Clarke Street right-of-way, where these agreements represent the permit. It is imperative that the city maintain its rights while these water lines exists as they offer access and indemnification amongst other tangible rights.

On September 12, 2022 in an email from Meredith McGee, Asset Manager she explained to the city clerk and city manager the invoices were past due. Sometime later in September an increase in the rent was implemented in 2005 to \$345.00 to maintain the market rate rather than terminate the agreement and restart one. Since then, the rent year after year has increased by a 3% CPI to maintain the market rate. There were also numerous other email communication from Ms. McGee asking for payment as the city had not paid their invoices, regardless of the increase (CPI).

According to the city clerk, the city of Montrose decided to not pay the annual fee sometime in early 2022 after determining the contractual rate was different than that of previous years with no amendment. In most cases the city apparently was overpaying for a number of years, including the apparent not accepting the rate increase because it was not in the 1981 contract. Regardless, the city refused to pay the annual license fees since 2022 causing a balance of \$3,775.08 as communicated in an email from Meredith McGee, Asset Manager, Railroad Management Company, LLC. As of the date of this memorandum, I had a productive phone conversation with Ms. McGee on the history and timeline and we are negotiating to reduce the current balance and will inform the council, at the meeting, what the outcome of that negotiation is.

There were numerous communications to the city clerk and past city manager(s) and as recent as March 2025 without any response or communication dating back to 2022 in communications I discovered in my investigation. It wasn’t until late August of this year that I first became aware of the situation upon receiving an email from Ms. McGee, Asset Manager, and investigation began.

After several communications with the city clerk and Meredith McGee, myself and our city attorney, the city received an Amendment Document for city council to approve adopting the annual Administrative Fee, as indicated in Exhibit A, and is governed annually via CPI Factor Adjustment as indicated on page 1, (b) under the Agreement.

Recommendation: It is recommended that the City Council Approve the Amended Agreement with Strong Capital III, LP, License Fee, License No. 0090115 and 0090116 at a rate of \$676.93 per year, per license so the city is not in default and can maintain the City’s water pipelines to cross GWRR right-of-entry-way. .

AMENDMENT DOCUMENT

THIS AMENDMENT DOCUMENT (this “*Amendment*”) dated as of November 25, 2025 (the “*Effective Date*”), is made, entered into, executed and delivered by and between the City of Montrose, a municipal corporation, whose address is 139 S. Saginaw Street, Montrose, Michigan 48457,(hereinafter called “*Licensee*”); and Strong Capital III, LP, a Delaware limited partnership (hereinafter called “*Strong*” or “*Licensor*”);

RECITALS

WHEREAS, Licensee and Strong, or their respective predecessors-in-interest, entered into one or more agreement(s), each as amended or supplemented prior to the date hereof and as more fully described on **Exhibit A** attached hereto and made a part hereof (collectively, the “*Agreement*”);

WHEREAS, Licensee certifies to Strong that Licensee is the lawful owner of the facilities referenced in the Agreement and, if Licensee is not the original licensee under the Agreement, that Licensee succeeded to all rights granted to, and obligations assumed by, the original licensee under the Agreement;

WHEREAS, the parties desire to amend the Agreement in connection with the execution and delivery of this Amendment in order to, among other things, modify, amend and supplement certain payment (including without limitation payment amounts and other certain payment terms) and other provisions.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration in hand paid and delivered, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by each of the parties, the parties do hereby agree as follows:

1. Administrative Processing Fee: Reserved
2. Certain Amendments to Agreement. The Agreement is hereby amended to include the following provision(s):

The sections indicated in the “Annual License Fee Section(s)” column of **Exhibit A** shall be deleted in their entirety and replaced with the following:

(a). As partial consideration for the permission herein given, Licensee shall pay to Strong, as an annual license fee, the sum stated in the “Annual License Fee Amount” column of **Exhibit A**, payable annually in advance and subject to annual adjustment. Acceptance by Strong (or any successor in interest) of the license fee in advance shall not be construed as a waiver by Strong (or any successors in interest) of its right to terminate as set forth on the “Termination Section” column of **Exhibit A**.

(b). CPI Factor Adjustment. The annual license fee amount shall automatically and without notice to Licensee, be adjusted, upwards only, on each anniversary of the Effective Date of the Agreement by the most recently available 12-month percent change CPI Factor at the time of invoicing, as indicated on the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100) (the “*Consumer Price Index*”), published by the United States Department of Labor, Bureau of Labor Statistics, or any successor or substitute index published as a replacement for the

Index by any United States Governmental agency, or by a minimum of three percent (3%). The “***CPI Factor***” is the percentage of adjustment stated in the Consumer Price Index (indicated in the previous sentence) established during the last available twelve-month period immediately preceding invoicing under the Agreement, adjusted to the nearest one-tenth of one percent. If the Consumer Price Index has changed so that the base year differs from that used in this paragraph, the Consumer Price Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics to the 1982-84 base. If the Consumer Price Index is discontinued or revised during the term of the Agreement, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if Consumer Price Index had not been discontinued or revised.

(c). **Late Fees and Interest.** In the event Licensee fails to pay the license fee on or before the due date, Licensee shall pay a late charge equal to five percent (5%) of the unpaid amount. After thirty (30) days, all amounts due hereunder shall bear interest from the date when due until paid at a rate of eighteen percent (18%) per annum. Such interest shall be governed by the laws of Texas, without regard to conflicts of law principles, and in no event will interest exceed the maximum amount permitted by such laws.

3. **Full Force and Effect; Entire Agreement; Amendment.** Except as otherwise expressly provided in this Amendment, all other terms, conditions and provision of the Agreement remain in full force and effect without amendment or modification. In the event of any conflict, inconsistency or incongruity between any provision of this Amendment and any provision of the Agreement, the provisions of this Amendment shall govern and control. This Amendment embodies the entire agreement among the parties relating to the subject matter hereof and may be amended only by an instrument in writing executed by an authorized officer of each party hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only in writing and signed by the party waiving such condition(s) or obligation(s).

4. **Severability.** If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. **Interpretation.** Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms “successors and assigns” shall include the heirs, administrators, executors, successors, and assigns, as applicable, of any party hereto. For purposes of construction, this Amendment will be deemed to have been drafted by all parties hereto. This Amendment shall be binding and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that Licensee shall not assign the Agreement or this Amendment without the prior written consent of Lessor (or any successors in interest).

6. **Acknowledgements.** The Licensee hereby acknowledges the title in and to the Agreement premises to be good and agrees never to assail or resist said title. The execution of this Amendment shall be deemed Licensee’s agreement that it has had an adequate opportunity to make such legal, factual and other inspections, inquiries and investigations as it deems necessary, desirable or appropriate with respect

to the Agreement premises. Except as otherwise expressly set forth in this Amendment and the documents or instruments executed in connection herewith, Licensee shall not be entitled to and shall not rely upon Strong's or Strong's agents with regard to, and Strong will not make any representation or warranty with respect to the legal status of the Agreement premises, the condition of title to the Agreement premises or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction, or any other matter affecting the Agreement premises.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the date first above written.

Licensee:

CITY OF MONTROSE

By: _____

Name: Tom Banks

Title: Mayor - City of Montrose

Strong:

RAILROAD MANAGEMENT COMPANY II, LLC

As agent for Strong Capital II, LP

By: _____

Name:

Title:

EXHIBIT A

Agreements between Strong Capital III, LP, and the City of Montrose:

License No.	Audit No.	Folder No.	Location City	Location County	Location State	Annual License Fee Section	Annual License Fee Amount	Termination Section
0090115	CMR 17038	90115	MONTROSE	GENESEE	MI	10	\$676.93	8
0090116	CMR 17039	90116	MONTROSE	GENESEE	MI	10	\$676.93	8