

CITY OF MONTROSE MEMORANDUM

Date: February 9, 2026

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider Draft Change to Ordinance No: 395 Article 1 Chapter 101 Building and Fire Safety Regulations

Background: At the January 27, 2026 City Council meeting I provided a verbal report to city council regarding “Rental Inspections” and that I would provide the Mayor and council revisions of the Ordinance for your review. If the city council approves this draft, it will be brought back in March for final and Public Hearing.

Attached to this memorandum is the Ordinance is “red” changes and a full copy of those changes without the corrections in red for your viewing and ease.

Recommendation: It is recommended City Council make any changes it sees fit to the draft revision and upon those changes (if any) city administration will bring the Ordinance (under a new Ordinance) back to city council with Public Hearing at the March 24, 2026 regular city council meeting.

Chapter 101 BUILDINGS AND FIRE SAFETY REGULATIONS

ARTICLE I. IN GENERAL

Sec. 101-1. Reserved.

Sec. 101-2. Responsibility for administration and enforcement of certain codes.

- (a) Pursuant to the provisions of Section 8b(7) of the State Construction Code Act of 1972, as amended, the City of Montrose hereby transfers responsibility for the administration and enforcement of the Plumbing Code, Mechanical Code, Electrical Code, Uniform Energy Code; and Rehabilitation Code provisions to the State of Michigan Bureau of Construction Codes under the provisions of the State Construction Code Act of 1972, as amended.
- (b) The responsibility for the administration and enforcement of the City of Montrose Construction Codes, Residential Code, Property Maintenance Code and Michigan Building Code shall be under the control of the building inspector and code enforcement officer hired by the City of Montrose for such purposes. In the event that it becomes necessary to transfer the responsibilities identified in this subsection to the State of Michigan Bureau of Construction Codes pursuant to Public Act 230 of the Public Acts of 1972, or to a different vendor, the same may be done by resolution of the Montrose City Council.

(Ord. No. 395, § 1, 10-23-2007; Ord. No. 406, §§ 1, 2, 8-27-2009)

Sec. 101-3. Rental Unit Registration.

- (a) *Registration required; rental unit defined.*
 - (1) All residential rental units within the City of Montrose shall comply with applicable building codes and ordinances adopted by the City of Montrose.
 - (2) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning:
Residential rental unit. Any of the following which is rented or leased to a person as a living and/or sleeping facility:
 - a. A single-family residential structure or a unit in a duplex or a flat;
 - b. An apartment unit located within a building with multiple units;
 - c. A hotel or motel room or a room in a rooming house.
 - (3) Accommodations in a single-family residence for one boarder, roomer or occupant who is not a family member shall not be deemed a rental unit for the purposes hereof.
- (b) *Enforcement; registration fees.*
 - (1) The enforcement official designated by the city manager shall provide a landlord registration form to all owners of residential rental units within the city on a periodic basis and at least every two years to

be completed and returned to the city within 30 days of receipt or as otherwise provided in the resolution promulgated pursuant to subsection (b)(2) of this section.

- (2) The owner shall pay a registration fee as established by resolution of the Montrose City Council, for each building in which a residential rental unit is located.
 - (3) An appropriate record of registration fees charged shall be kept by the city clerk to comply with this Code requirement.
 - (4) The registration fees shall be paid by the owner at least once every two years. Any unpaid registration fees shall become a lien on the property and collected as provided by law.
- (c) *Penalty.* Any person who fails to register as required herein shall be guilty of a civil infraction as established by the Code of Ordinances of the City of Montrose.

(Ord. No. 419, 12-12-2013)

Sec. 101-4. Rental unit Registration Procedure

- (a) *Registration required.* No person shall rent, lease, let or otherwise make available for occupancy any dwelling unit designed for human occupation unless the building is registered with the city clerk.
- (1) Registration shall be on a form provided by the city clerk. Required information shall include the name, address and telephone number of the owner and any managing agent. For each individual owner and agent, a driver's license number or a State of Michigan identification number must be provided. The form must be signed by all owners and any agents.
 - (2) All changes in the required information must be provided to the city clerk in writing within 30 days of the change.
 - (3) If the owner's address is more than 40 miles from the subject property, the registration form must designate an agent who may be served with process in an action to enforce compliance with this section.
 - (4) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed. If such corporation has no substantial assets other than the dwelling in question and is controlled in whole or in part by another corporation or corporations, then the name and address of those corporations and the names, addresses and telephone numbers of those officers shall be listed.
 - (5) Owner occupied residential dwellings are exempt from registration if the only other occupants of the dwelling are members of the owner's family.

Sec. 101-5 Rental Unit Inspection

- (1) Buildings may be inspected anytime there is a complaint or other indication of a violation of this chapter.
- (a) *Inspection procedures.*
- (1) A building covered by this section, which is damaged by fire, windstorm, building failure, shifting of soil or land thereunder, or any other catastrophe, or is reported to be otherwise in violation of the city's adopted property maintenance code, shall be inspected after such occurrence.
 - (2) Inspections shall be conducted as permitted in the following subsections a through e:
 - a. A complaint basis, such that complaint of violation will be inspected upon receipt of the written complaint and the payment of any inspection fees, by the building department.

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- b. A recurrent violation basis such that any premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected.
 - c. A follow-up inspection, such that previous violations are inspected for correction and compliance.
- (4) An inspection shall be performed by the code official or their designee.
 - (5) Inspections shall be subject to fees, which shall be those fees as set by resolution by the city council from time to time.
 - (6) If the cost of performing any inspection referred to in this section remains uncollected or unpaid for a period of 90 days after the bill for the same has been rendered, the cost shall be certified to the tax roll.
- (d) *Fees.*
- (1) The owner of the property shall be responsible for payment of the fees that are set by resolution by the city council from time to time and on file with the code official or their designee and the office of the city clerk.
 - (2) *Applicable fees.* The following inspections are applicable with fees per aforementioned schedule:
 - a. *Registration.* Property owner and or agent recorded. Failure to register prior to occupancy will result in "failure to register" fee.
 - b. *Re-inspection.* Inspections required for purpose of determining that cited violations have been corrected.
 - c. *Broken appointments.* Broken appointments shall be defined as situations where the owner or agent fails to honor an appointment scheduled by the code official or their designee. In the event the owner/agent fails to show for the scheduled inspection, and/or the owner/agent fails to adequately arrange access to necessary areas of the building or building for inspection, the inspection shall be deemed a "broken appointment" and shall be subject to additional fees.
 - d. *City scheduled inspections.* Fees assessed for inspections scheduled by enforcing agency and/or failure to register
 - f. *Tenant complaints.* The code official or their designee shall make an initial inspection after receiving a written complaint. If a violation is found and re-inspection is required, the property owner shall be billed for all required re-inspections and associated fees.
 - g. *Search warrants.* An additional charge shall be assessed over and above any inspection charges for each unit and/or building for which a search warrant is issued by the court because the owner or agent has failed to respond to the department's requests to gain admission to the unit.
 - h. *Appeals.* Appeals shall be available through the city council.
- (e) *Collection of fees.*
- (1) All required fees shall be paid
 - (2) When other fees are imposed pursuant to subsection (d), a statement of the fees shall be mailed to the owner. If the fees are not paid within 90 days, a certificate of nonpayment shall be filed with the city treasurer, upon the filing of the certificate the unpaid fees shall be certified to the tax roll.
- (k) *Penalty.* Any person violating any provisions of this section shall be responsible for a municipal civil infraction and subject to the penalties and sanctions provided by this chapter.

(Ord. No. 439, 10-17-2019)

Editor's note(s)—Ord. No. 439, adopted Oct. 17, 2019, set out provisions intended for use as Ch. 30, Art. I, §§ 30-1—30-11. For purposes of classification and clarity, at the editor's discretion and with the concurrence of the city, these provisions have been included as Ch. 101, § 101-4 as herein set out.

Chapter 101 BUILDINGS AND FIRE SAFETY REGULATIONS

ARTICLE I. IN GENERAL

Sec. 101-1. Reserved.

Sec. 101-2. Responsibility for administration and enforcement of certain codes.

- (a) Pursuant to the provisions of Section 8b(7) of the State Construction Code Act of 1972, as amended, the City of Montrose hereby transfers responsibility for the administration and enforcement of the Plumbing Code, Mechanical Code, Electrical Code, Uniform Energy Code; and Rehabilitation Code provisions to the State of Michigan Bureau of Construction Codes under the provisions of the State Construction Code Act of 1972, as amended.
- (b) The responsibility for the administration and enforcement of the City of Montrose Construction Codes, Residential Code, Property Maintenance Code and Michigan Building Code shall be under the control of the building inspector and code enforcement officer hired by the City of Montrose for such purposes. In the event that it becomes necessary to transfer the responsibilities identified in this subsection to the State of Michigan Bureau of Construction Codes pursuant to Public Act 230 of the Public Acts of 1972, or to a different vendor, the same may be done by resolution of the Montrose City Council.

(Ord. No. 395, § 1, 10-23-2007; Ord. No. 406, §§ 1, 2, 8-27-2009)

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 - (2) For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning:
Residential rental unit. Any of the following which is rented or leased to a person as a living and/or sleeping facility:
 - a. A single-family residential structure or a unit in a duplex or a flat;
 - b. An apartment unit located within a building with multiple units;
 - c. A hotel or motel room or a room in a rooming house.
 - (3) Accommodations in a single-family residence for one boarder, roomer or occupant who is not a family member shall not be deemed a rental unit for the purposes hereof.
- (b) *Enforcement; registration fees.*
 - (1) The enforcement official designated by the city manager shall provide a landlord registration form to all owners of residential rental units within the city on a periodic basis and at least every two years to

be completed and returned to the city ~~manager~~ within 30 days of receipt or as otherwise provided in the resolution promulgated pursuant to subsection (b)(2) of this section.

- (2) The owner shall pay a registration fee as established by resolution of the Montrose City Council, for each building in which a residential rental unit is located.
 - (3) An appropriate record of registration fees charged shall be kept by the city clerk to comply with this Code requirement.
 - (4) The registration fees shall be paid by the owner at least once every two years. Any unpaid registration fees shall become a lien on the property and collected as provided by law.
- (c) *Penalty.* Any person who fails to register as required herein shall be guilty of a civil infraction as established by the Code of Ordinances of the City of Montrose.

(Ord. No. 419, 12-12-2013)

Sec. 101-4. Rental unit ~~inspections.~~Registration Procedure

- (a) *Registration required.* No person shall rent, lease, let or otherwise make available for occupancy any dwelling unit designed for human occupation unless the building is registered with the city clerk.
- (1) Registration shall be on a form provided by the city clerk. Required information shall include the name, address and telephone number of the owner and any managing agent. For each individual owner and agent, a driver's license number or a State of Michigan identification number must be provided. The form must be signed by all owners and any agents.
 - (2) All changes in the required information must be provided to the city clerk in writing within 30 days of the change.
 - (3) If the owner's address is more than 40 miles from the subject property, the registration form must designate an agent who may be served with process in an action to enforce compliance with this section.
 - (4) If the owner is a corporation, the names, addresses and telephone numbers of its officers shall be listed. If such corporation has no substantial assets other than the dwelling in question and is controlled in whole or in part by another corporation or corporations, then the name and address of those corporations and the names, addresses and telephone numbers of those officers shall be listed.
 - (5) Owner occupied residential dwellings are exempt from registration if the only other occupants of the dwelling are members of the owner's family.

Sec. 101-5 Rental Unit Inspection (b) ~~Inspection frequency.~~

- (1) ~~Residential buildings and/or dwelling units for rent, lease, let or otherwise made available for occupancy must be inspected every four years.~~
 - (2) Buildings may be inspected anytime there is a complaint or other indication of a violation of this chapter.
- (ea) *Inspection procedures.*
- (1) A building covered by this ~~section~~section, which is damaged by fire, windstorm, building failure, shifting of soil or land thereunder, or any other catastrophe, or is reported to be otherwise in violation of the city's adopted property maintenance code, shall be inspected after such occurrence.
 - (2) ~~The code official or their designee may periodically cause an inspection to be made of the entire building in which a rental dwelling regulated by this section is located. Upon notice from the code~~

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(Supp. No. 6)

~~official or their designee to the registered owner, manager or designated agent that an inspection is due, the registered owner, manager or designated agent shall arrange for that inspection within the time as specified in the notice.~~

- (3) Inspections shall be conducted as permitted in the following subsections a through e:
- a. A complaint basis, such that complaint of violation will be inspected upon receipt of the written complaint and the payment of any inspection fees, by the building department.
 - b. A recurrent violation basis such that any premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected.
 - ~~c. Geographically, such that regulated premises in a predetermined geographical area will be inspected within a short period of time.~~
 - ~~d. A follow-up inspection, such that previous violations are inspected for correction and compliance.~~
 - ~~e. Every four years, a registered owner, manager or designated agent shall arrange this inspection.~~

(4) An inspection shall be performed by the code official or their designee.

(5) Inspections shall be subject to fees, which shall be those fees as set by resolution by the city council from time to time.

(6) If the cost of performing any inspection referred to in this section remains uncollected or unpaid for a period of 90 days after the bill for the same has been rendered, the cost shall be certified to the tax roll.

~~(7) If a registered owner, manager or designated agent fails to request an inspection before the expiration of a certificate of compliance, the code official or their designee shall send the registered owner, manager or designated agent a notice of the date for an inspection and the fee that must be paid before the inspection.~~

~~(8) An inspection may be rescheduled for just cause. Once a date for inspection is scheduled, the owner or agent shall:~~

- ~~a. Notify each tenant of the date when the inspection is scheduled to occur.~~
- ~~b. Notify each tenant or occupant that the registered owner, manager or designated agent is required to accompany the inspector during the performance of all inspections and in the event that the tenant or occupant is not present, the owner/agent must provide access to the inspector by unlocking the dwelling unit's door, verifying that no occupant is present and securing the unit after the inspection is completed.~~

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(d) Fees.

(1) The owner of the property shall be responsible for payment of the fees that are set by resolution by the city council from time to time and on file with the code official or their designee and the office of the city clerk.

(2) *Applicable fees.* The following inspections are applicable with fees per aforementioned schedule:

- a. *Registration.* Property owner and or agent recorded. Failure to register prior to occupancy will result in "failure to register" fee.
- ~~b. *Certification inspection.* The fee for the inspection of each dwelling unit that has not previously received a certificate of compliance or for which the certificate renewal is required.~~

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- ~~eb.~~ *Re-inspection.* Inspections required for purpose of determining that cited violations have been corrected.
 - ~~ec.~~ *Broken appointments.* Broken appointments shall be defined as situations where the owner or agent fails to honor an appointment scheduled by the code official or their designee. In the event the owner/agent fails to show for the scheduled inspection, and/or the owner/agent fails to adequately arrange access to necessary areas of the building or building for inspection, the inspection shall be deemed a "broken appointment" and shall be subject to additional fees.
 - ~~e.~~ *Renewal inspections.* ~~Inspections for the purpose of renewing a certificate of compliance if the unit complies with the city's adopted property maintenance code and the certificate is renewed after one inspection.~~
 - ~~fd.~~ *City scheduled inspections.* Fees assessed for inspections scheduled by enforcing agency ~~for expired certificate of compliance and/or failure to register.~~
 - ~~ge.~~ *Expired certificate of compliance.* ~~Expired certificate of compliance fee assessed plus the cost of enforcing agency scheduled inspection fees.~~
 - ~~hf.~~ *Tenant complaints.* The code official or their designee ~~shall make an~~ shall make an initial inspection after receiving a written complaint ~~and the required fee from the tenant.~~ If a violation is found and re-inspection is required, the property owner shall be billed for all required re-inspections and associated fees.
 - ~~ig.~~ *Search warrants.* An additional charge shall be assessed over and above any inspection charges for each unit and/or building for which a search warrant is issued by the court because the owner or agent has failed to respond to the department's requests to gain admission to the unit.
 - ~~jh.~~ *Appeals.* Appeals shall be available through the city council.

(e) *Collection of fees.*

- (1) All required fees shall be paid ~~before commencement of scheduled inspections.~~
- (2) When other fees are imposed pursuant to subsection (d), a statement of the fees shall be mailed to the owner. If the fees are not paid within 90 days, a certificate of nonpayment shall be filed with the city treasurer, upon the filing of the certificate the unpaid fees shall be certified to the tax roll.

~~(f) *Certificate of compliance required.* No person shall rent, lease, let or otherwise make available for occupancy any building designed for human occupation unless a certificate of compliance has been issued for the building and each individual unit within it.~~

~~(g) *Issuance of certificate of compliance.* A certificate of compliance shall be issued for a building or unit only after:~~

- ~~(1) An inspection of the premises by the code official or their designee verifies that no violations of the International Property Maintenance Code (IPMC) exist and the building is in good repair, structurally sound and in a sanitary condition;~~
- ~~(2) All fees have been paid and all current registration information has been provided by the owner/agent of the property;~~
- ~~(3) The submission of an affidavit that the applicant is not in default to the city; and~~
- ~~(4) Specifically, that the applicant has not failed to pay any property taxes, special assessments, sewer/water bills, fines, costs, fees, judgments or other financial obligations to the city.~~

~~(h) *Termination of certificate of compliance.* Certificates of compliance for residential buildings shall expire four years after the date that they are issued. If the owner of a residential building applies for an inspection~~

~~before the certificate of compliance expires, the code official or their designee shall issue a temporary certificate of compliance with an expiration date based on the time needed to arrange an inspection. The code official or their designee may revoke a certificate of compliance if an inspection reveals violations of this section.~~

- ~~(i) *Temporary certificate of compliance.* The code official or their designee is authorized to issue a temporary certificate of compliance for any portion of any building that can be occupied safely, provided that all fees have been paid and current registration information has been provided. The temporary certificate shall state on its face any remaining violations and the code official or their designee shall set a time period during which the temporary certificate of compliance is valid. Failure by the owner or the owner's agent to correct the violations within the time specified by the code official or their designee shall constitute a violation of this section and the building and/or unit may be ordered vacated.~~
- ~~(j) *Transfer of certificate of compliance.* The code official or their designee shall transfer a certificate of compliance to a new owner when the new owner supplies the registration information that is required under rental registration section.~~
- (k) *Penalty.* Any person violating any provisions of this section shall be responsible for a municipal civil infraction and subject to the penalties and sanctions provided by this chapter.

(Ord. No. 439, 10-17-2019)

Editor's note(s)—Ord. No. 439, adopted Oct. 17, 2019, set out provisions intended for use as Ch. 30, Art. I, §§ 30-1—30-11. For purposes of classification and clarity, at the editor's discretion and with the concurrence of the city, these provisions have been included as Ch. 101, § 101-4 as herein set out.

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CITY OF MONTROSE MEMORANDUM

Date: February 9, 2026

To: Mayor Banks and Montrose City Council Members

From: Joe Karichek, City Manager

Subject: Consider Board Vacancy Notification

Background: City administration is providing notice to Mayor and City council the following vacancies of City Boards and Committees;

ARTICLE V. - BOARDS AND COMMISSIONS - CHAPTER 1. - GENERAL PROVISIONS FOR BOARDS

1. Zoning Board of Appeals
 - a. Mrs. Burch – provided notice she was resigning from the ZBA (see email from city secretary)
 - b. Mr. Nathan Richard – Term expired January 31, 2026.
2. Election Commission
 - a. Chairman vacancy
3. Genesee County Metropolitan Alliance
 - a. Alternate vacancy
4. Genesee County Small Cities & Villages Association
 - a. Alternate vacancy

Recommendation: It is recommended the City Council provide to the Mayor or Mayor himself those who they see fit for nomination and meet the qualifications to be appointed.

Joe Karlichek

From: Christine Schultz
Sent: Monday, February 9, 2026 1:29 PM
To: Joe Karlichek
Subject: Sada Burch - ZBA

Good afternoon,

Spoke to Sada Burch last Thursday and she informed me that she would be writing up a resignation letter because she is moving from the City of Montrose. Her family is currently living in Davison now. No real water usage since last August/September.

Sincerely,

Christine Schultz

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

CITY OF MONTROSE

MEMORANDUM

2

Date: February 18, 2026

To: Mayor Banks and City Council Members

From: Joe Karlichek, City Manager

Subject: Consider Proposal from Councilman Heslop to form “Ad-Hoc” committee for the purposes to review contract language the city entered into in 2025.

Background: Attached to this memorandum is an email I received from councilman Heslop on Sunday February 15, 2026 at 4:26 p.m.. In the email it requests an “ad-hoc” committee be formed to include three (3) members of city council and potentially up to two (2) citizens.

At this point it is unclear as to what issues, concerns, grievances or otherwise he has with city contracts.

In September 2025, city attorney, Mr. Ryan was hired. Mr. Heslop exchanged differences when asked about attorney reviews vs. attorney opinions. There was a consensus of the administration and council members the city attorney and city administration do in fact review contracts and council packets routinely. So, it is unclear what an ad-hoc committee will review, at this time.

In October 2025, Mr. Heslop requested copies of all city contracts. More than eight (8) hours was spent collecting the documents and including several communications from the past city attorney where she had reviewed or written various contracts. Following the submittal, nothing was ever heard of again until the January 2026 council meeting, some four (4) months later.

In January 27, 2026 Mr. Heslop directed a series of questions at the city attorney, relative to city contracts, at the last council meeting. The Mayor, members of council and city manager as well as the city attorney informed Mr. Heslop that he should contact the city manager and/or Mayor and set an appointment with them and the city attorney to discuss his views. After a brief exchange, Mr. Heslop said he would make contact to in fact establish a meeting. Since the council meeting, neither I, the Mayor nor the city attorney have received any such request.

On February 15, 2026 councilman Heslop has requested an ad-hoc committee be formed (see email).

City municipal councils can form committees to review contracts, establish reviews of city parks, the establishment or concurrent of city services, etc. These committees are common after establishing a clear basis for such committee to be formed. What is uncommon is establishing committees without a basis and without clear direction.

City Charter Article III 3-102 Organization of Council, item 3, stipulates “There shall be no standing committees of the council. The Council may establish special or ad-hoc committees limited in time and purpose.”

Recommendation: It is recommended the city Mayor and city council evaluate this requested proposal from Councilman Heslop and determine whether or not there should be an established ad-hoc, with a stated purpose.

Joe Karlichek

From: Ryan Heslop
Sent: Sunday, February 15, 2026 4:26 PM
To: Joe Karlichek
Cc: Clerk
Subject: February City Council Agenda

Dear Mr. Karlichek,

I would like to add the following agenda item to the February regular City Council meeting:

Proposal and discussion to allow Ryan Heslop to form an ad-hoc committee to review contract language, City Attorney approval, and record keeping for contracts entered into by the City of Montrose for 2025.

The ad-hoc committee shall provide the Montrose City Council with a report outlining any deficiencies discovered, and recommendations regarding procedural changes or actions required to resolve said deficiencies. The report shall be presented to City Council no later than the April regular City Council meeting.

The committee would consist of up to 3 members of council and 1-2 citizens should any express interest in serving in this capacity. The committee would be disbanded upon the presentation of the report.

As my previous request for documents was made on 10/13/25, and did not include documentation between then and the end of the year, I would request that any additional contract information between 10/13/2025 and 12/31/2025 be provided as expeditiously as possible.

For reference my previous request for documentation was as follows:

I am requesting scans or electronic copies of all contacts that the City of Montrose has entered into between 1/1/2025 and present. I am looking for the final signed contracts. I am also requesting any written reviews, opinions, authorization, or documentation memorializing verbal discussions or authorization of those contracts by the City Attorney.

It is also likely that the committee may need legal guidance and opinion from the City Attorney. Approval for the committee to contact the City Attorney is requested for up to 2 hours.

Should this agenda item be approved I will have several contract documents that I would like printed and included in the packet for City Council for review and reference.

Thank you,

Ryan Heslop – Montrose City Council

A

CITY OF MONTROSE MEMORANDUM

Date: August 19, 2025

To: Mayor Banks and Montrose City Council Members

From: Joe Karlichek, Interim City Manager

Subject: Consider Notification of Hiring of Deputy Treasurer & Administrative Assistant

Background: City Administration has decided to hire Marcy Collins as the City's Deputy Treasurer and Administrative Assistant as a part-time employee of the city. Her immediate direct report is to Mrs. Lynch, City Finance Manager/Treasurer and Interim City Manager. Her first day is expected to be September 3, 2025.

City administration received a total of five (5) resumes. Interviewed three (3) of five (5). The other two resumes provided did not clear the initial hurdle. Of the three interviewed we determined the best fit, qualifications and willingness to grow in the position through professional development is the aforementioned choice and decision.

Marcy's background contains 20+ years of customer service experience in a wide variety of positions that is extremely beneficial to the city to fulfill its obligations to assist the front and back offices of the city and perform the day to day duties with respect to city finances. Her positions and background will facilitate prompt and professional development into the role as Deputy Treasurer under the leadership of Mrs. Lynch and this Administration.

Marcy also comes to the city with fifteen (15) years of impeccable service as a Michigan Election Inspector and Chairperson. In her capacity, Marcy has successfully set up polling equipment, opening and swearing in of election workers, troubleshooting, conflict resolution, voter processing, application, ballot assignments and tabulation, poll opening and closing and validation of ballot/voter counts, and board of review that include validation of all required reports, seals, and material for precincts.

With her background, willingness to expand her prospects, work ethic, demeanor and other characteristics and support from across this administration, Marcy was offered the position.

City administration performed a background check, via Michigan State Police (MSP) and revealed no misdemeanor or felony convictions. Reference checks revealed precisely the character Marcy has demonstrated in the two (2) separate interviews. The first interview was conducted by Mrs. Lynch and me and second interview/introduction with our city Secretary and discussion with city clerk and have unanimous support.

The Plan & Future

The Deputy Treasurer/Administrative Assistant position will begin the rebuilding process of how this administration is ushering in new and best practices. Reforming city administration culture by demonstrating transparency, inject professional development, accountability, and moreover begin much needed succession planning of the city which has been chronically lacking.

1 of 2 Notification of Hiring of Deputy Treasurer & Administrative Assistant

CITY OF MONTROSE

MEMORANDUM

Date: August 19, 2025

To: Mayor Banks and Montrose City Council Members

From: Joe Karlichek, Interim City Manager

Subject: Notification of Hiring of Deputy Treasurer & Administrative Assistant

City Council and staff members have communicated to me since day one the need for additional staff up front to facilitate. The city Secretary and City Clerk, until recently has had no relief to take days off other than what is scheduled relative to the city's operating hours. City council has been acutely and to some degree chronically aware of the city's position relative to its finances and prior "Office of Treasurer." Complications that has hampered this council, DDA, and administration dating back for at least two (2) years.

City Council approved the hiring of Mrs. Kimberly Lynch at their June 24, 2025, City Council meeting. The primary and secondary responsibilities were communicated and the city's position being in an unsafe position relative to the decay of the Treasurer position. The City Charter describes the position of the Treasurer in a "macro" sense, the micro level and scrutiny local governments face are ever increasing and demands a higher level of education, training and background focused on Federal and State than the traditional Treasurer. The City Manager should not be the procurer of the city finances. History shows when that occurs, decisions become diluted, some polluted and creates hardships.

While the city is recovering under the new FY25/26 model, there are many more obstacles which Mrs. Lynch is still addressing. Items such as but not limited to the following; cleanup of last FY due to chronic neglect of bank records and reconciliations, executing documents needed for city audit with auditing firm (Gabridge). Completion of last FY and needed Budget Amendment for city council to consume and approve, current ongoing summer tax reconciliation, preparing for FY26/27 Budgeting and macro level CIP planning, and finally, infusing budget reports across city department heads who have not had any involvement in the budget process let alone be aware of the expenses within their assigned budget. These elements require higher level involvement that is not in the current capacity of Marcy.

There are other numerous tasks City Administration is conducting such as, realigning office staff duties/responsibilities, cross training, ushering in best practices, improving operational procedures and other reform to bring the City of Montrose into good standing developing a positive culture and higher standard of quality and service delivery to the City. Consequently, Mrs. Lynch capacity will and must remain in its current form for the next two months while the Deputy Treasurer assumes more day to day operational duties and Mrs. Lynch incrementally realigns her focus on higher level acumen for the City.

This position is Budgeted in the following GL: 101-253-702, 590-536-702, 591-536-702.

Recommendation: City Administration requests the Mayor and Council accept the hiring of the position and is Budgeted in the following GL: 101-253-702, 590-536-702, 591-536-702.

B



Proposal

Managed Services

Quote #: NSOQ36119-01

Prepared for
Barbara Valentine
City of Montrose
manager@cityofmontrose.us

Prepared by
Vic Salinas
NetSource One, Inc.
989-498-4534
vic.salinas@nsoit.com



STATEMENT OF WORK

Managed Services

SOW # NSOQ36119-01

SOW Issue Date: 2/14/2025	Services Provided By: NetSource One, Inc. 5454 Hampton Place Saginaw, MI 48604	Services Provided For: City of Montrose 139 S. Saginaw Street Montrose, MI 48457
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This SOW, effective as of the signatory date below, is entered into by and between NetSource One and Client and describes the requirements by the parties for the successful provisioning of the services.

PROJECT DESCRIPTION AND SCOPE

Project Overview

- Add existing equipment to Standard Agreements:
 - Firewalls – 1
 - Servers – 1
 - Phone System – 1
 - Wireless Controller – 1
 - Wireless Access Points – 1
 - Workstations - 19

Included Services

- 24x7 availability and performance monitoring and alerting
- Customer service & payment portal

NSO Responsibilities

- Design Services and Project Management
- Add (1) servers to monthly Standard Managed Server agreement
- Add (1) firewalls to Standard Managed Firewall agreement
- Save backup configurations
- Document / verify circuit data
- Add (1) Access Points to Standard Managed Wireless Access Points agreement
- Add (1) Wireless Controller to Standard Managed Wireless Controller agreement
- Add (1) Phone System to Premium Managed Phone System agreement
- Add (19) Workstations to Standard Managed Workstation Agreement
- Configure SentinelOne Unified Security Platform on (1) Server and (19) Workstations
- Configure DUO MFA for (7) Users
- Setup 24x7 availability and performance monitoring and alerting
- Attend to the following items if applicable:
 - Create / update network diagram
 - Reconfigure server backups
 - Reconfigure any affected authentication services (Ex. RADIUS, LDAP, and DUO)
 - Adjust SIEM logging/monitoring (Ex. StratoZen and Blumira)
 - Update availability and performance monitoring (Ex. Zabbix, Automate, Auvik)
 - Update client agreements
- Update NetSource One documentation of new device
- Project close meeting

Client Responsibilities

- Provide administrative access to existing equipment
- The client will consider the project complete based on Completion Criteria (as defined in the Project Plan)
- Active 3rd-party vendor support for any line of business software involved
- Provide Internet Service Provider ("ISP") information
- Authorize NSO to work on behalf of client with ISP

Assumptions

- Services on-site only performed when necessary
- Estimate is based on discovery tools and information provided by customer and may be subject to change
- Additional necessary equipment may result in an increase in pricing

Out-of-Scope

- Upgrading 3rd-party software to a level compatible with a modern and supported Operating System
 - May involve software licensing, vendor support, and NSO professional services
- Training on new systems (can be included at additional cost upon request)
- Assisting with Client Responsibilities
- Onsite troubleshooting
- Quarterly Managed Service Reviews
- Quarterly firmware reviews and updates
- Remote administration & break-fix
- New projects, hardware/software or installations will be quoted or T&M
- Consulting or Design work
- Any quoted additions may affect per-device pricing
- If current MSP refuses to assist with removal of their tools and software, this will be billed separately at T&M



PREPARED FOR	PREPARED BY
City of Montrose Montrose, MI 48457 Barbara Valentine (989) 245-5492 manager@cityofmontrose.us	NetSource One, Inc. 5454 Hampton Pl Saginaw, MI 48604 Vic Salinas 989-498-4534 x1074

QUOTE NAME	QUOTE #	QUOTE DATE	VALID UNTIL
Managed Services	NSOQ36119-01	2/14/2025	3/14/2025

INTRODUCTION NOTES

Thank you for considering NetSource One for your technology needs. The details of your quote are below:

Monthly Services	Qty	Unit	Total
Standard Firewall: - Monitoring with alerting to client only - All labor billed at T&M upon client request	1	\$10.00	\$10.00
Premium Phone System: - Includes phone system/server and voice switches - Remote administration & break-fix during normal business hours - Monitoring - Necessary updates	1	\$100.00	\$100.00
Standard Server: - Monitoring software - Remote Control Tools - All labor is T&M	1	\$15.00	\$15.00
Standard Wireless Access Points: - Monitoring & Alerting Software	1	\$3.00	\$3.00
Wireless Controller Management: - 24x7 Monitoring and alerting - Remote administration & break-fix (during normal business hours)	1	\$40.00	\$40.00
Standard Managed Workstation: - Automate Agent - Webroot AV software - Third Wall security - ScreenConnect remote control agent - All labor will be T&M	19	\$12.00	\$228.00
SentinelOne Complete	20	\$5.00	\$100.00
Cisco Duo Essentials (per user) Protects organizations against data breaches by ensuring only legitimate users and appropriate devices have access to sensitive data and applications.	7	\$3.00	\$21.00

Includes security protection for:

Quote #: NSOQ36119-01

2/14/2025

- Users
- On-Premise Applications
- Cloud Applications
- Vendor Support

M365 Backups - Cloud Storage (Monthly)	Qty	Unit	Total
AvePoint Office 365 Backups (Monthly per user) - Unlimited, automatic backups, up to 4x per day, for M365 Groups; Teams, Exchange, Sharepoint, OneDrive, Project Online, Planner and Public Folders	7	\$4.80	\$33.60

Onboarding (Fixed Fee)	Qty	Unit	Total
Professional Services - Onboarding	1	\$6,400.00	\$6,400.00



QUOTE

Quote No: NSOQ36119-
Delivery Date: 2/14/2025
Expiration Date: 3/14/2025

Managed Services

Prepared For:
City of Montrose
139 S. Saginaw Street
Montrose, MI 48457
Barbara Valentine
(989) 245-5492
manager@cityofmontrose.us

Shipping to:
Barbara Valentine
139 S. Saginaw Street
Montrose, MI 48457
United States

Prepared By:
NetSource One, Inc.
5454 Hampton Pl
Saginaw, MI 48604
Vic Salinas
989-498-4534 x1074
vic.salinas@nsoit.com

Summary

Description	Amount
Monthly Services	\$517.00
M365 Backups - Cloud Storage (Monthly)	\$33.60
Onboarding (Fixed Fee)	\$6,400.00
Subtotal:	\$6,950.60
Tax:	\$8.02
Shipping:	\$0.00
Grand Total:	\$6,958.62

Recurring Amounts:
\$558.62 Billed Monthly

Acceptance

I hereby agree to abide by the terms set forth in the Master Services Agreement and related Addendum(s) at the following link:
<http://www.nsoit.com/legal>.

NetSource One, Inc.

City of Montrose

Signature: _____
Name: Vic Salinas
Date: 2/14/2025

Signature: _____
Name: Barbara Valentine
Date: _____

Quote Notes

Any services (if applicable) to be completed during normal business hours (unless otherwise indicated). Out of scope labor, travel & mileage will be billed at time & materials. Risk of loss and transfer of ownership is assigned to the purchaser at time of shipment from Manufacturer or Distributor. If applicable, any leasing information provided is subject to credit approval. The proposal provides an approximate monthly payment for hardware, software and services based upon the contract type and term in months. Any change in the amount financed will change this information. Pricing valid 30 days from day quote is initiated, unless otherwise stated in quote. Taxes, shipping, handling and other fees may apply. Please do not pay from this quote, you will receive an invoice with the detailed charges. We reserve the right to cancel orders arising from pricing or other errors.

In the event that NetSource One (NSO) purchases a term-based telecommunications, subscription or network solution on behalf of its client, it is expressly stipulated that if the business relationship between NSO and the client is terminated prior to the conclusion of the term for any reason, NSO reserves the exclusive right to pass on to the client any and all costs incurred as a result of such termination. These costs may include early termination fees, remaining service charges, and any other related costs.

Hi Tina -

reviewed these and have the following comments:

- BS&A is fine. Just note that there is a fixed subscription period, and the City cannot cancel early unless BS&A breaches the contract.
- Netsource is also fine. The Master Service Agreement (linked on what you sent) includes a non-solicitation clause, which is fine - but just make sure the City does not solicit any Netsource employees for employment at the City.
- For the School Coordinator document, the last two pages of the form need to be filled in before the City can sign it. Once it's filled in, it is fine to sign.

Please let me know if you have any questions. Thanks.

Laura J. Genovich

Shareholder

Foster Swift Collins & Smith PC

1700 East Beltline, N.E., Suite 200

Grand Rapids, MI 49525-7044

Phone: 616.726.2238

Mobile: 616.560.5509 - voice or text

Fax: 616.726.6813

lgenovich@fosterswift.com

www.fosterswift.com

[Firm Profile & Biography](#)

FOSTER SWIFT

From: Clerk <clerk@cityofmontrose.us>

Sent: Friday, February 21, 2025 9:45 AM

To: Genovich, Laura <LGENOVICH@FOSTERSWIFT.COM>

Subject: Need Attorney Approval of Contracts and/or Agreement Please

[CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.



ENGINEERS • SURVEYORS

*Council
Approved
5/13/25
TW*

C

April 11, 2025

Barbara Valentine
City of Montrose
141 Parkway Drive
Montrose, MI 48457

RE: City of Montrose Depot Building Stair System Design

Dear Mrs. Valentine:

We are pleased to submit this proposal to provide professional engineering services for the above-referenced project.

Understanding of Project

Spicer Group has been requested to provide a proposal to complete a design for adding stair access to the basement of the Montrose Depot building.

We are pleased to provide you with a proposal for our professional services as outlined in this letter agreement.

Scope of Professional Services

Spicer's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 90 days.

1. During the Final Design, we will:

- Complete calculations for adding stairs in the Montrose Depot building. The proposed location is in a utility closet in the Southwest corner of the building.
- Create a final design set of drawings for the added stair system to the basement.
- Create an engineer's cost estimate for the project.
- Create specifications and bid documents for the stair system project.
- Review the drawings and specifications with the City for any clarifications or questions.

Additional Services

Services not specifically listed in our scope of services are excluded from this letter agreement. We would perform these services only after you authorize the work. Our fee for those additional services will be determined at the time they are rendered.

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services including any additional authorized services or reimbursable expenses based on the percentage of the work completed. The project will be billed as a lump sum fee.

1. Final Design	Lump Sum Total:	\$3,600
TOTAL		\$3,600

STRONGER. SAFER. SMARTER. SPICER.

WWW.SPICERGROUP.COM

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

If this proposal meets your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt we will start the project promptly and would expect to be completed with the scope of work in a timely manner that fits the availability of access to the buildings.

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

Sincerely,



Richard D. Kathrens, P.E.
Principal



Daniel P. Zeddies, P.E.
Project Manager

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 245-1468
mailto: danielz@spicergroup.com

Cc: SGI File 138456SG2025

Above proposal accepted and approved
by Owner.

City of Montrose

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 The Agreement. This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

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

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

1.4 Standard of Care. Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 Defects in Service. CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

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

1.7 Standard Hourly Rates. The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, Spicer Group, Inc.

surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$3,600.00, or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 Indemnification. PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

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

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

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

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

1.13 Betterment. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades,

or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 Mediation. Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

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

1.16 Hazardous Materials. Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

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

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

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

2.2 Suspension of Services. If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar days notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 Termination of Services. If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this Spicer Group, Inc.

shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all services performed and expenses incurred through the date of termination upon presentment of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 Collection of Costs. In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

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

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

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

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

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

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

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

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

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

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

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

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such Spicer Group, Inc.

changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with PROFESSIONAL'S professional standard of care. CLIENT understands and recognizes, however, that such research may not identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

3.9 Permits and Approvals. PROFESSIONAL shall assist CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by PROFESSIONAL and included in the scope of services of this Agreement.

3.10 Jobsite Safety. Neither the professional activities of PROFESSIONAL, nor the presence of PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PROFESSIONAL and its personnel have no

authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in CLIENT's contract with the contractor. CLIENT also agrees that its contract with the contractor shall provide that CLIENT, PROFESSIONAL, and PROFESSIONAL's subconsultants shall be indemnified by the contractor and shall be made additional insureds under the contractor's policies of general liability insurance.

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the contract documents. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

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

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

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 Waiver of Consequential Damages. CLIENT and PROFESSIONAL waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of this Agreement.

3.18 Contractor Submittals. If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Project Information. PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 - MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 None.

D



21240 34 Mile Road, Armada MI, 48005
Local 810-766-9423
Email: apmmosquitosouth@gmail.com
www.advancedmosquito.com

Neal Rankin, City Manager
& The Montrose City Council
139 S Saginaw St.
Montrose, MI 48457

October 22, 2024

Dear Neal,

Our current contract expires at the end of this season. APM Mosquito Control has prepared a comprehensive proposal for the City of Monrose to continue an effective and efficient mosquito control program. The enclosed proposal is based on best practices in Integrated Pest Management. The proposal is for three years covering the 2025-2027 seasons. Extension of the contract is always available at the discretion of the Montrose City Council.

Our objectives are to reduce the number of nuisance mosquitoes, thus reducing the chances of disease transmission from mosquitoes within your community. APM Mosquito Control is dedicated to following standards established by the American Mosquito Control Association and the Michigan Mosquito Control Association for a comprehensive Integrated Mosquito Management Program. All materials utilized are registered with the State of Michigan and the U.S. Environmental Protection Agency for mosquito control. All the methods and materials proposed are consistent with the American Mosquito Control Association (AMCA), the Michigan Mosquito Control Association (MMCA) and today's mosquito control industry standards.

If you have any questions on the enclosed information, please feel free to contact me at (586) 292-1022. We look forward to the opportunity of continuing mosquito control services for the residents of your community.

Sincerely,

Benjamin D. Seago
Benjamin D. Seago
General Manager
APM Mosquito Control

APM Proprietary

PROPOSAL FOR:
MONTROSE CITY
2025-2027 MOSQUITO CONTROL PROGRAM

October 22, 2024

APM Mosquito Control
21240 34 Mile Rd. Armada, MI 48005
Contact: Ben Seago
586 292-1022

APM South Office
4136 Holiday Drive
Flint, MI 48507
810-766-9423

General Services Description

All General Services are quoted for the 2025-2027 seasons at no charge and are included as part of the total service package.

1. GENERAL LIABILITY/AUTO/WORKER COMPENSATION INSURANCE COVERAGE

Comprehensive \$1,000,000 (\$1 Million) per occurrence General Liability, Claims-made policy. Including chemical and pollution coverage. Montrose City will be named as additionally insured. APM also includes \$1 Million Auto Liability Coverage and standard Workers Compensation coverage on all employees.

2. MOSQUITOLINE CUSTOMER RESPONSE SYSTEM

Twenty-four hour customer access telephone number for reception of mosquito annoyance complaints and information requests. **(810) 766-9423.**

3. IMMEDIATE RESPONSE SYSTEM

Guaranteed 24 hour response/resolution time to all mosquito annoyance complaint calls, weather permitting. Includes monthly reporting of all pertinent call information (name, address etc.) and the steps taken to resolve each problem.

4. C.M.M.S. (COMPUTER-ASSISTED MOSQUITO MANAGEMENT SYSTEM)

Use of APM's comprehensive computer data-base and reporting system to target specific larval mosquito control methods to historically active development sites. This method provides effective control and reduces the high cost of routine "hit & miss" site inspection.

5. COMPLETE WEATHER MONITORING SERVICE

Daily monitoring and recording of local weather conditions in our computer data-base for use in mosquito annoyance prediction, effective operational scheduling and efficient reporting.

6. MOSQUITO ANNOYANCE PREDICTION SERVICE

A computerized population and annoyance prediction system designed to give early warning of severe annoyance from the floodwater mosquito, *Aedes vexans*. This system is used to effectively schedule larviciding and adulticiding operations as well as to give the public advanced notice of severe situations.

7. ANNUAL REPORT

Comprehensive report detailing work performed, New Jersey Light Trap analysis, mosquito populations, work in progress, calls received via the *Mosquito Line* System, *Immediate Response* analysis, mosquito population graphs, weather data etc.

8. PUBLIC RELATIONS

- A. Maintenance of a complete and continuously updated SHUT-OFF File and map system which identifies all properties that have requested that the adulticide spray be shut-off in front of, and up-wind from their property. All Shut-off properties will be marked prior to any spray application.
- B. A continuously updated NOTIFICATION File which lists those residents that desire advanced notification of adult control spray applications.
- C. Complete access to all APM technical literature including Labels and Safety Data Sheets for all insecticides used in the program.
- D. News releases will be issued to the local media when deemed appropriate and necessary, in cooperation with the Township Supervisor or Clerk.
- E. APM website at www.advancedmosquito.com provides additional information on mosquito control and links to national and state sources.
- F. APM offers a show & tell program for residents at “open” house events held by the community. Our goal is to educate the public about mosquito control. Applicators, ULV trucks and field equipment are available to demonstrate use and answer any questions.

LARVAL CONTROL SERVICES DESCRIPTION AND COSTS

The following larval mosquito control service items are quoted on an individual, per application basis, with an accompanying full season cost estimate. Seasonal costs will remain consistent each year and will not be exceeded without the expressed approval of the city council.

9. Targeted Site inspection

covering computer targeted larval mosquito breeding sites.

Three rounds per season, estimated 100 inspections

at a cost of 15.00/site \$ 1,500.00

10. LARVICIDE APPLICATION

Power backpack application of 5% Bti granular larvicide at label rate, to GPS mapped standing water sites during spring inspection and as needed throughout the season. Estimated 200 acres

at a cost of \$45.00/acre \$ 9,000.00

11. CATCH BASINS

Treatment of catch basins with Natular XR 180-day Briquets, Altosid XRG briquettes, or similar product targeting mosquito larvae inhabiting standing water in city catch basins / storm drains.

At a cost of \$10.00 each..... \$4,800.00

12. LARVAL SERVICE QUALITY CONTROL

Twenty-four hour elapse time spot check of the previous day's inspected and treated sites.

No Charge

13. Mapping

ESRI / ARCGIS mapping – All standing water sites are catalogued and mapped via Fieldseeker GIS software in partnership with ESRI / ARCGIS. All ULV truck spray routes are entered into a library where they can be accessed at any time. Standing water sites, specific route missions or property treatment verifications are available on request.

Annual ESRI Support \$1,000.00

Sub-Total Larval Control Services for the Season \$ 16,300.00

ADULT MOSQUITO CONTROL SERVICES DESCRIPTION AND COSTS

The following larval mosquito control service items are quoted on an individual, per application basis, with an accompanying full season cost estimate. Seasonal costs will remain consistent each year and will not be exceeded without the expressed approval of the city council.

14. LIGHT TRAP MONITORING SERVICE

New Jersey light trap service for adult mosquito population monitoring. Two traps will be operated 2 nights per week from mid-May through Sept. 15th, with catches retrieved, sorted to sex, and the resulting data recorded for computerized analysis.

At a seasonal cost of\$ 4,000.00

15. Mosquito-borne Disease Surveillance Monitoring

Setting of 6 dry ice baited CDC traps and/or hay infused Gravid traps to specifically target the predominant species that are historical transmitters of WNV and EEE. Samples collected, Identified and PCR tested at the lab in Flint for WNV, EEE, & SLE.

10 traps during July/August

At a cost of \$ 300.00 each.....\$ 3,000.00

16. HARBORAGE AREA ADULTICIDE APPLICATION - (BACKPACK)

20 applications by power backpack of residual insecticide to residential properties at the labeled dosage rate.

At a cost of \$75.00/site \$1,500.00

17. GENERAL RESIDENTIAL ADULTICIDE APPLICATION

Multiple factors contribute to the decision to spray. Spray schedule and dose rates are factored by New Jersey Light Trap Counts, annoyance call volume and field operations. APM strives to spray during prime weather conditions. Ideal conditions are temperatures above 55 degrees, wind speeds less than 10 miles an hour and not raining at time of the application. Usage and delivery of product are based on current integrated mosquito management practices and standards established by both National and Michigan Mosquito Associations. All products are applied according to label. APM trucks are equipped with Frontier Precision tablets, specifically designed for mosquito control ULV (Ultra Low Volume) spraying systems. This system monitors and maintains constant ULV rate application related to speed of the vehicle. The system records work performed including speed of truck, product application rates, and shut off times. This information is downloaded and maintained in the data base. 180 miles included for each year.

At a cost of \$45.00 / mile..... \$ 8,100.00

18. ADULT MOSQUITO CONTROL SERVICE QUALITY CONTROL

Monitoring of all adult mosquito control operations by various methods, including truck mounted Monitor 4 recording system, New Jersey light trap, CDC Traps, and field operations. ULV machines are calibrated yearly to ensure proper droplet size. Calibration is documented for each ULV machine.

Sub-Total Adult Control Services for Season \$ 16,600.00

ATTACHMENT "A"
SERVICE COST SUMMARY

Montrose City Mosquito Management Program

I. Larval Mosquito Control Services

Site inspection service	\$1,500.00
Larviciding ground services	\$9,000.00
Catch Basins	\$4,800.00
Annual ESRI Support	\$1,000.00

II. Adult Mosquito Control Services

Light Trap Monitoring Service	\$ 4,000.00
Disease Surveillance Monitoring.....	\$ 3,000.00
Harborage Adulticide Backpack Applications	\$ 1,500.00
General Residential Adulticide Application.....	\$8,100.00

Yearly Mosquito Control Program Total\$ 32,900.00

APM

Advanced Outdoor Spraying
APM Mosquito Control
CONTRACTUAL SERVICE COST AGREEMENT
Montrose City
2025-2027 Mosquito Control Program

Signing and returning the attached copy of this contractual agreement will authorize APM Mosquito Control to perform the service items contained within this contract for the 2025-2027 seasons. An extension of the contract is available. Montrose City understands that APM cannot be held responsible in the event humans or animals contract mosquito borne diseases.

For acceptance please sign here:

Name Joe Karlichek Title City Manager Date 10-28-2025

APM Mosquito Control

Name Benjamin D. Seago Title: General Manager Date: October 22, 2024
Benjamin D. Seago

Fully earned contract, invoicing will be 5 monthly payments of \$6,580.00 each, beginning in April and ending in September

Invoices should be sent to:

Name Christina Rush

Address 139 S. Saginaw Street Montrose, MI 48457

Phone/ Fax 810.639.6168

E-mail: clerk@cityofmontrose.us

Please provide an Email address that the invoices should be sent to

Return this copy to APM

**Advanced Outdoor Spraying
APM Mosquito Control
CONTRACTUAL SERVICE COST AGREEMENT
Montrose City
2025-2027 Mosquito Control Program**

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Phone/ Fax 810.639.6168

E-mail: clerk@cityofmontrose.us

Retain this copy for your files

Risk Benefit Information

Introduction

Regulation 637, Pesticide Use, was promulgated under the authority of the Pesticide Control Act (Act 171, Public Acts of 1976, as amended). It became effective on November 13, 1993 and will be enforced by the Michigan Department of Agriculture (MDA), Pesticide and Plant Pest Management Division. Regulation 637 will impact all pesticide applicators, but most notably certified commercial applicators and commercial applicator firms. The following is a required addendum to this APM mosquito control proposal/contract in accordance with MDA Regulation 637.

Definition: Pesticide - a substance or agent used to kill pests such as insects, weeds, etc.

Pesticides are used to control undesirable, nuisance, and sometimes dangerous pests. Natural predators, disease and environmental conditions help to control pest populations. When natural controls are insufficient, pesticides are used to reduce the populations to acceptable levels.

One or more of the following pesticides are applied by APM per this proposal/contract to control mosquitoes representing the subfamilies Anophelinae and Culicinae.

Larvicides

Vectobac (*Bacillus thuringiensis* var. *israelensis* or Bti.) - A microbial insecticide which utilizes protein crystals cultured from bacterial spores. When ingested by mosquito larvae, the protein crystals cause lethal biochemical changes. Bti. granules are applied via power backpack to actively breeding sites at a rate of 2.5 - 10.0 pounds per acre. **CAUTION KEEP OUT OF REACH OF CHILDREN**

Vectolex FG, (*Bacillus sphaericus* Serotype(H-5a5b), strain 2362.)- A microbial insecticide which utilizes protein crystals cultured from bacterial spores. When ingested by mosquito larvae, the protein crystals cause lethal biochemical changes. Vectolex granules are applied via power backpack to actively breeding sites at a rate of 2.5 - 10.0 pounds per acre. **CAUTION KEEP OUT OF REACH OF CHILDREN**

Adulticides

Biomist 4+4 ULV (Permethrin 4% + Piperonyl Butoxide 4%) - A synthetic pyrethroid insecticide which inhibits neural transmissions in targeted adult mosquitoes. Biomist is applied via truck-mounted Ultra Low Volume equipment along rural and residential roads. The application rate is 1-3 fluid ounce per acre. **CAUTION KEEP OUT OF REACH OF CHILDREN**

Kontrol 4+4 ULV (Permethrin 4.6% + Piperonyl Butoxide 4.6%) - A synthetic pyrethroid insecticide which inhibits neural transmissions in targeted adult mosquitoes. Kontrol is applied via truck mounted Ultra Low Volume equipment along rural and residential roads. The application rate is 1-3 fluid ounces per acre. **CAUTION KEEP OUT OF REACH OF CHILDREN**

Tempo 10WP (Cyfluthrin,cyano(4-fluoro-3-phenoxyphenyl)methyl 3-(2,2-dichloroethenyl) - 2,2dimethylcyclopropanecarboxylate 10%). A broad spectrum insecticide for control of crawling, flying, and wood destroying insect pests for indoor and outdoor surfaces. A 0.05%-0.1% active ingredient concentration solution is applied. **CAUTION KEEP OUT OF REACH OF CHILDREN**

General Exposure Information

If swallowed: Call a physician or Poison Control Center immediately. Do not induce vomiting unless otherwise directed to do so per the pesticide label. Do not give anything by mouth to an unconscious person.

If on skin: Immediately wash with plenty of soap and water. Get medical attention.

If in eyes: Flush with plenty of water for 15 minutes. Get medical attention.

If inhaled: Remove to fresh air if symptoms of exposure sickness appear and get medical attention immediately.

Always seek medical attention if an unusual condition develops following exposure to a pesticide. Practicing common sense precautionary measures is the best action against pesticide exposure. Do not touch any surface which has been treated until the pesticide is dry. Remove yourself from the area being treated such as going indoors, closing windows, etc., for at least 30 minutes. Consult your pesticide applicator for exposure precautions.

Environmental Fate

Pesticides have been greatly improved in the area of environmental acceptability since the days of long-term residual insecticides such as DDT. All insecticides used in APM mosquito control programs are environmentally acceptable. Numerous acceptable and natural biological larval mosquito control agents have been implemented as part of APM's mosquito management programs. *Bti.* is a larvicide, which utilizes a natural biological active ingredient that is completely non-toxic and very insect specific. Other larvicides such as *Altosid* and *Abate* are used to control mosquitoes and disease in drinking water. ULV adulticides can biodegrade completely in as little as 4 hours. Pesticides formulated with residual properties are designed to biodegrade more slowly. This permits the pesticide to come into contact with more target pests thereby increasing its effectiveness. However, even these residual pesticides are formulated to biodegrade over a relatively short period of time. The environmental fate of pesticides may vary, due to the influences of other environmental conditions. These conditions may include soil pH, UV radiation, rainfall, microbial action and others. Overall, the pesticides applied by APM are low toxicity, biodegradable and environmentally acceptable materials.