

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
May 24th, 2021
7:15 P.M.**

1. MEETING CALLED TO ORDER: Mayor Jeffrey N. Roth

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from May 10th, 2021.

6. COMMUNICATIONS:

- a. None.

7. APPROVAL OF WARRANT: Approval Warrant #21-09 in the amount of \$49,056.99

8. PUBLIC COMMENT (Agenda Items Only /Five Minute Time Limit).

9. UNFINISHED BUSINESS:

- a. None.

10. NEW BUSINESS:

- a. **RESOLUTION 21-31: Adoption of Fiscal Year 2021/2022 Budget.**
- b. **RESOLUTION 21-32: Approval of Genesee County 9-1-1 Consortium Contract.**
- c. **RESOLUTION 21-33: Approval of Building Inspector Official Contract.**
- d. **Set Public Hearing Date re: 11826 Temperance Hazard Abatement.**
- e. **Request to hold Back to the Bricks Tune-Up Party, and Dancing in the Street event Saturday, August 14, 2021, services from the Police Department, and closing of appropriate streets.**

11. PUBLIC COMMENT (Five Minute Time Limit).

12. COUNCIL MEMBER AND STAFF COMMENTS

13. ADJOURNMENT

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC DEVICES PRIOR TO THE MEETING.

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
May 10th, 2021

At 7:16 p.m., Mayor Jeff Roth called the Regular Council Meeting to order in the fire hall.

PRESENT: Black, Heidenfeldt, Irwin, Dubey, Sorensen and Roth.

ABSENT: None.

OTHERS: City Manager/Treasurer Vicki Corlew, Attorney Amanda Doyle, Fire Chief Young, DPW Superintendent Paul Zumbach, Officer Kevin Mihailoff and Deputy Clerk Spencer Lewis.

The Pledge of Allegiance.

ROLL CALL:

None.

APPROVAL OF AGENDA:

A motion was made by Council member Black, seconded by Council member Heidenfeldt to approve the agenda.

All ayes.

Motion carried.

MINUTES:

A motion was made by Council member Sorensen, seconded by Council member Heidenfeldt to approve the regular meeting minutes from April 26th, 2021.

All ayes.

Motion carried.

APPOINTMENT TO COUNCIL:

- a. **RESOLUTION 21-27:** Council Confirmation of Mayor Roth's appointment of Lou Templeton to the City Council, term ending November 2022.

A motion was made by Council member Irwin, seconded by Council member Heidenfeldt to approve Resolution 21-27: Council Confirmation of Mayor Roth's appointment of Sara Dubey to the City Council, term ending November 2022.

Roll call: 6 Ayes 0 Nays 0 Absent

Motion carried.

OATH OF OFFICE:

Deputy City Clerk Spencer Lewis administered the oath of office to Council member Lou Templeton.

Council member Lou Templeton Term ending November 2022

COMMUNICATIONS:

None.

APPROVAL OF WARRANT:

A motion was made by Council member Black, seconded by Council member Dubey to approve **Warrant #21-08 in the amount of \$22,968.74**

Roll call: 6 Ayes 0 Nays 0 Absent

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. Public Hearing – City’s Fiscal Year 2021/2022 Budget and “The Property Tax Millage Rate proposed to be levied to Support the Proposed Budget.”

A motion was made by Council member Heidenfeldt, seconded by Council member Black to open the Public Hearing – Proposed 2021/2022 Budget at 7:21 p.m.

All ayes.

Motion Carried.

A motion was made by Council member Black, seconded by Council member Heidenfeldt to close the Public Hearing – Proposed 2021/2022 Budget at 7:23 p.m.

All ayes.

Motion Carried.

b. RESOLUTION 21-28: Council confirmation of Mayor Roth’s appointment of Sarah Young to the Planning Commission, term ending December 2021.

A motion was made by Council member Black, seconded by Council member Dubey to approve Resolution 21-28: Council confirmation of Mayor Roth’s appointment of Sarah Young to the Planning Commission, term ending December 2021.

Council member Irwin questioned if there is any kin or related family members that is currently on any position in the City?

Mayor Jeffrey Roth stated that her husband is the Fire Chief.

Roll call: ____7____Ayes ____0____Nays ____0____Absent

Motion carried.

c. RESOLUTION 21-29: Approval of Nuisance or Hazardous Abatement Procedure Policy.

A motion was made by Council member Black, seconded by Council member Dubey to approve Resolution 21-29: Approval of Nuisance or Hazardous Abatement Procedure Policy.

Council member Black questioned if this was a policy put in place due to all the complaints and issues dealing with abandoned buildings?

Mayor Jeffrey Roth stated yes, this is to give us a better understanding of how the process works.

Council member Irwin questioned Mayor Jeffrey Roth / City Attorney Amanda Doyle if she was the one who compiled this procedure policy?

Attorney Amanda Doyle responded yes, she did. Just to make sure it was published and that it goes through all the processes. Due to the fact that you would be depriving someone of their property, we need to be able to show due process was followed.

Council member Irwin questioned that when the procedure is completed, would the City be able demolish a structure and take the property?

City Attorney Amanda Doyle answered that it would not be taking the property, just demolishing the structure that is on the property.

Council member Irwin questioned if there is anything in the procedure policy covering the City for environmental issues?

City Attorney Amanda Doyle stated when we contract out for demolitions, the environmental issues (asbestos, lead paint) are included in the contract / bids for the demolition.

Mayor Jeffrey Roth stated that it would be beneficial to the city to get rid of blighted property, but we have to keep in mind that all of the costs are incurred by the City, and we may not get your money back.

Council member Irwin questioned, as far as costs to the city, the contractors that would potentially do the demolition services and all other services, would that be a bid contract?

Mayor Jeffrey Roth stated yes, it would be a bid contract, but that still the City bears the cost of the demolition.

Council member Irwin questioned if it was possible that the Land Bank may have the demolition on their radar, and we just have no insight on it? Also, once the procedure is followed, and the City gets a bid for a demolition, is it possible for us to reach out to the Land Bank and see if there is any way they would be willing to help the City out with demolition costs?

Mayor Jeffrey Roth stated that the only time the Land Bank would consider this, is if the Land Bank owned the property. If they do not own the property, they wouldn't have any vested interest in helping.

Council member Irwin asked if there were any Genesee County programs that would assist with helping a smaller city with blight?

Mayor Jeffrey Roth answered no, none that he has ever heard of.

Council member Heidenfeldt asked if it was possible for the City to put a lien against the land?

Mayor Jeffrey Roth answered that we could put a lien on a property, or even put it on the taxes, but that still does not mean we are going to get the money back.

Council member Irwin questioned if these (procedure policy) were steps following being approached by code enforcement multiple times with no outcome, police department, and even court systems?

Mayor Jeffrey Roth stated yes, that it is all through the court system.

City Attorney Amanda Doyle stated that once we go through the process it is not up to the court for a decision. It is a process that the City has in place, through the code enforcement and ordinances, that once we go through the process and provide them due process, we could demolish it without a court order. The only reason we would go to court, would be if the owner hires an attorney and the attorney files for a motion for injunctive relief, or a temporary restraining order against the City.

City Manager/Treasurer Vicki Corlew stated that there are quite a few blighted houses throughout the City, but before moving forward with anything on any specific house, she would want the okay from council, due to incurring costs right away.

Council member Irwin questioned DPW Superintendent Paul Zumbach if he had a specific number of houses that they are currently looking at?

DPW Superintendent Paul Zumbach stated there are two houses right now, and that he has not received any response from either owner. They are privately owned houses, and that one of the houses has an occupied separate house on the same parcel.

Council member Irwin questioned if there are additional attorney fees?

City Attorney Amanda Doyle stated that all she does is just review it. This process is set up to not need an attorney for the majority of it, but that the only reason additional fees would be needed, would be if the home owner gets an attorney.

Council member Irwin questioned if we have gotten to this point in the past, and then they do decide to get a lawyer?

Mayor Jeffrey Roth and City Manager/Treasurer Vicki Corlew stated that they believe that they all have obtained a lawyer in the past. Or that they have went the route of condemning the houses.

City Attorney Amanda Doyle stated with going the route of condemning the house, there is a cost automatically associated with doing that because you are going through the circuit court, and it gets expensive.

Council member Irwin questioned which route would be better, referencing value, and longevity in court?

City Manager/Treasurer Vicki Corlew stated it is lengthy when you go through the court process, and that the past three structures that she can recall doing, they only got their money back on one of them, through the landowner.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion carried.

d. RESOLUTION 21-30: Support and commitment of matching funds for MDOT FY2022 TEDF Category B grant program.

A motion was made by Council member Heidenfeldt, seconded by Council member Black to approve Resolution 21-30: Support and commitment of matching funds for MDOT FY2022 TEDF Category B grant program.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion carried.

PUBLIC COMMENT:

Rich Young 1326 W. Mt. Morris Rd – Rich Young questioned the City, where we were at with getting a new police chief?

Mayor Jeffrey Roth stated interviews are this week.

Rich Young questioned if there is expected date of hire?

Mayor Jeffrey Roth stated hopefully by the end of the month.

Rich Young commented on Resolution 21-29, and congratulated the City on adopting that policy.

COUNCIL MEMBER AND STAFF COMMENTS:

Council member Dubey offered congratulations to Lou Templeton, and also stated that the residents on Alexandrine Avenue are pleased with the paving of the road.

Council member Heidenfeldt offered congratulations to Lou Templeton.

Council member Templeton thanked the council for letting her sit on the board. She also apologized for not saying thank you from last council meeting for the approval of the Veterans' Memorial. She stated that the monument will not be delivered for about 8/9 months, so it will not be installed until 2022.

Council member Sorensen congratulated Lou Templeton.

Council Minutes

May 10th, 2021

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Council member Irwin welcomed Lou Templeton, and hoped the retirement luncheon for Police Chief Becker went well. Council member Irwin also questioned City Manager/Treasurer Vicki Corlew if she has picked a panel to interview potential police chiefs?

City Manager/Treasurer Vicki Corlew answered that the panel is set, and is composed of herself, Lieutenant Mike Phillips from the state post, and Chief Ron Allen from the City of Wixom. Interviews will be done by the end of the week, and if there is a need for a second round of interviews, they will be scheduled.

Council member Irwin questioned if there were any additional applicants after he was able to review the applications in City Hall a couple weeks ago?

City Manager/Treasurer Vicki Corlew stated no, the deadline was closed.

Council member Irwin questioned why there was not a managers' report for the police department this week?

City Manager/Treasurer Vicki Corlew stated that they were busy last week, and no one had time to do a report.

Council member Black offered congratulations to Lou Templeton.

Fire Chief James Young, DPW Superintendent Paul Zumbach, and Officer Mihailoff all congratulated Lou Templeton on the City Council position.

Deputy Clerk Spencer Lewis offered congratulations to Lou Templeton.

Mayor Jeffrey Roth congratulated Lou Templeton, and also thanked the Boy Scout Troop #153 for cleaning up around town.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **7:45p.m.**

Spencer Lewis, Deputy City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000					
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	8,588.39	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	HUMANA HEALTH PLAN INC	DENTAL/VISION INS.	1,153.37	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	UNUM LIFE INSURANCE CO.	LIFE INSURANCE	836.46	
101-000-451.000	BUILDING PERMITS	RODNEY GILMER	VARIANCE PERMIT REFUND	300.00	
		Total For Dept 000		10,878.22	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	71.61	
101-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	150.15	
101-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	1,584.94	
101-215-874.000	RECEIPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA	18.50	
101-215-990.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	68.83	
		Total For Dept 215 ADMINISTRATION		1,894.03	
Dept 265 CITY HALL & GROUNDS					
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL GAS	75.02	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL ELEC.	558.89	
		Total For Dept 265 CITY HALL & GROUNDS		633.91	
Dept 269 OTHER CITY PROPERTY					
101-269-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	PARKING LOT	56.78	
		Total For Dept 269 OTHER CITY PROPERTY		56.78	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	HUNTER'S DEN LLC	AMMO	899.99	
101-305-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	59.17	
101-305-740.000	OPERATING EXPENSE	TML LOCK & SAFE	CYLINDER	1,905.00	
101-305-740.000	OPERATING EXPENSE	ZODIAC ENTERPRISES, LLC	SIDED SIGN	105.00	
101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	288.94	
101-305-759.000	UNIFORMS	LANSING UNIFORM COMPANY	UNIFORMS	879.85	
101-305-759.000	UNIFORMS	PRO-TECH SECURITY SALES	BALLISTICS/ SPEED PLATE	1,365.00	
101-305-825.000	MAINTENANCE AGREEMENTS	GENESEE COUNTY 9-1-1	CONNECTION SERVICES/BANDWIDTH DATA	834.75	
101-305-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	85.80	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LETAVIS ENTERPRISES, INC	CAR WASH	30.00	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	OIL CHANGE	41.50	
101-305-990.000	DEBT SERVICE - PRIN	US BANK EQUIPMENT FINANC	COPIER LEASE	119.52	
		Total For Dept 305 POLICE DEPARTMENT		6,614.52	
Dept 336 FIRE DEPARTMENT					
101-336-714.800	FRINGE BENEFIT-NON PAYROLL	LINCOLN NATIONAL LIFE IN	LIFE INS.	86.45	
101-336-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	172.98	
101-336-740.000	OPERATING EXPENSE	MCLAREN CORPORATE SERVIC	DRUG SCREEN	70.00	
101-336-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	588.93	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	2.55	
101-336-825.000	MAINTENANCE AGREEMENTS	NATIONAL HOSE TESTING SP	LADDER TESTING/ HEAT SENSORS	286.40	
101-336-850.000	COMMUNICATIONS	PRO COMM INC	REPLACEMENT ANTENNA	62.00	
101-336-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	42.90	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	ALMA TIRE SERVICE, INC.	SUPPLIES	2,170.00	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	ULTRA BRIGHT LIGHTZ	STICK LIGHTS/ EXTENSION CABLE	162.98	
		Total For Dept 336 FIRE DEPARTMENT		3,645.19	
Dept 441 PUBLIC WORKS					
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DPW GARAGE	316.16	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Dept 441 PUBLIC WORKS					
		Total For Dept 441 PUBLIC WORKS		316.16	
Dept 738 LIBRARY 101-738-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LIBRARY	524.16	
		Total For Dept 738 LIBRARY		524.16	
		Total For Fund 101 General		24,562.97	
Fund 202 Major Street Dept 442 SIDEWALKS		R & R READY MIX INC.	CBG SIDEWALK	635.00	
202-442-740.000	OPERATING EXPENSE	R & R READY MIX INC.	SPRUCE ST	666.75	
202-442-740.000	OPERATING EXPENSE	R & R READY MIX INC.	WALNUT - BLOCK GRANT	444.50	
202-442-740.000	OPERATING EXPENSE			1,746.25	
Dept 463 STREET ROUTINE MAINTENANCE 202-463-801.000	PROFESSIONAL SERVICES	GENESEE COUNTY ROAD COMM	LABOR/EQUIPMENT	945.74	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		945.74	
Dept 474 TRAFFIC SERVICES 202-474-740.000	OPERATING EXPENSE	GRAINGER	ELECTRONIC TIMER	280.98	
202-474-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	162.89	
		Total For Dept 474 TRAFFIC SERVICES		443.87	
		Total For Fund 202 Major Street		3,135.86	
Fund 203 Local Street Dept 442 SIDEWALKS		OUTDOOR SOLUTIONS	TOPSOIL	135.00	
203-442-740.000	OPERATING EXPENSE	Total For Dept 442 SIDEWALKS		135.00	
		Total For Fund 203 Local Street		135.00	
Fund 591 Water Fund Dept 215 ADMINISTRATION		STAR2STAR COMMUNICATIONS	PHONE BILL	85.81	
591-215-850.000	COMMUNICATIONS	BLUE CARE NETWORK	HEALTH INSURANCE	608.77	
591-215-874.000	RETIREE INSURANCE BENEFITS	GENESEE COUNTY TREASURER	LINA	9.25	
591-215-874.000	ATTN: KRISTIE PRIMEAU	US BANK EQUIPMENT FINANC	COPIER LEASE	68.83	
591-215-990.000	COPIER	Total For Dept 215 ADMINISTRATION		772.66	
Dept 537 WATER DISTRIBUTION 591-537-714.800	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.68	
591-537-714.800	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.68	
591-537-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	104.38	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	44.91	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	W. MT. MORRIS	39.49	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LINCOLN	41.41	
		Total For Dept 537 WATER DISTRIBUTION		392.55	
Fund 592 Sewer Fund		Total For Fund 591 Water Fund		1,165.21	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Sewer Fund					
Dept 215 ADMINISTRATION					
592-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	64.35	
592-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	608.75	
592-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA	9.25	
592-215-990.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	68.82	
		Total For Dept 215 ADMINISTRATION		751.17	
Dept 536 SEWER DISTRIBUTION					
592-536-921.000	COST OF SEWER	GEN COUNTY DRAIN COMMISS	MARCH 2021	19,306.78	
		Total For Dept 536 SEWER DISTRIBUTION		19,306.78	
		Total For Fund 592 Sewer Fund		20,057.95	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	24,562.97	
			Fund 202 Major Street	3,135.86	
			Fund 203 Local Street	135.00	
			Fund 591 Water Fund	1,165.21	
			Fund 592 Sewer Fund	20,057.95	
			Total For All Funds:	49,056.99	

This Warrant is hereby approved and directed for payment.

Jeffrey N. Roth, Mayor

Spencer Lewis, Deputy City Clerk

City of Mt Morris
Resolution No. 21-31

A Resolution to adopt the Annual City Budget for FY 2021-2022 and to provide a general appropriations act; to permit the City Manager to execute transfers within stated limits between departments/activities without prior approval of the legislative body; and to set the annual millage rate.

WHEREAS: Chapter VII of The City Charter specifies that the City shall adopt a budget and set the millage rate for the next fiscal year not later than the second Monday in June, and

WHEREAS: The City Council held a public hearing on the proposed budget and a Truth In Taxation Hearing on Monday, May 10, 2021

NOW THEREFORE BE IT RESOLVED: That this council does set the levels of appropriations, estimated revenues and uses of fund balance as follows:

Amounts and Source of Monies Appropriated

GENERAL FUND

Estimated Revenues (By Source):

Property Taxes, Fees, and Interest	631,000
Licenses and Permits	12,800
Federal Grants	0
State Shared Revenue	395,000
Liquor Returns	2,000
In-service Training	1,000
Charges for Services	235,575
Fines and Forfeitures	65,500
Interest, Royalties, and Rents	49,225
Other Revenue	37,400
Operating Transfers	87,500
Fund Balance	50,279
Total	1,567,279

Expenditures:

City Council	14,230
Elections	5,530
Assessor	12,650
Attorney	40,000
Auditor	45,000
Administration	153,896
Treasurer	64,050
City Hall	51,417
Other City Property	11,201
Cemetery	11,907
Police Department	627,869
Fire Department	123,450
Codes & Enforcement	11,050
Planning	2,300
Public Works	111,963
Trash Collection	180,525
Weed Control	15,000
Library	22,909
Capital Outlay	62,332
Transfers Between Funds	0
Amount Appropriated	1,567,279

MAJOR STREETS

Estimated Revenues (By Source):

Act 51 Funds	275,000
Interest	300
Other Revenue	15,000
Fund Balance	0
Total	290,300

Expenditures:

Sidewalks	3,780
Street Construction	0
Routine Maintenance	48,383
Traffic Services	39,395
Winter Maintenance	43,383
Transfers Out	120,000
Amount Appropriated	254,941

LOCAL STREETS

Estimated Revenues (By Source):

Act 51	90,000
Interest	100
Transfers from Major Streets	100,000
Fund Balance	116,968
Total	307,068

Expenditures:

Sidewalks	6,397
Routine Maintenance	260,287
Traffic Services	15,097
Winter Maintenance	25,287
Amount Appropriated	307,068

HOUSING DEVELOPMENT FUND

Estimated Revenues (By Source):

Fund Balance	0
Total	0

Expenditures:

Operating Expense	0
Reimbursement to General Fund	0
Amount Appropriated	0

DDA

Estimated Revenues (By Source):

Current Property Tax	14,500
Current Property Tax Penalty	100
Fund Balance	3,650
Total	18,250

Expenditures:

Authority Board	18,250
Amount Appropriated	18,250

WATER FUND

Estimated Revenues (By Source):

Fees	5,000
Tap-in Fees	0
Turn On/Off Fee	300
Sale of Water	1,250,000
Fines & Forfeits	35,000
Interest	0
Rental-General Fund	4,500
Rental-Major Street	8,500
Rental-Local Street	9,000
Rental-DDA	0
Rental-Sewer	3,100
Other Revenue	1,500
Fund Balance	0
Total	1,316,900

Expenditures:

Administration	166,710
Water Distribution	863,808
Water Repair	53,157
Transfers Out	33,750
Total	1,117,425

SEWER FUND

Estimated Revenues (By Source):

Fees	2,000
Sale of Treatment	470,000
Fines & Forfeits	13,000
Interest	0
Rental	12,900
FundBalance	29,654
Total	527,554

Expenditures:

Administration	144,390
Sewer Distribution	307,757
Sewer Repair	41,657
Transfers Out	33,750
Total	527,554

CEMETERY PERPETUAL CARE

Estimated Revenues (By Source):

Sales	300
Interest	100
Total	400

Expenditures:

Reimbursement to funds	0
Amount Appropriated	0

BE IT FURTHER RESOLVED, that the City Manager may make transfers in the amount of \$5,000 between departments/activities without approval of the City Council.

Constituting, in its entirety, the total of \$3,774,267 the budget is hereby adopted.

The Budget adopted by virtue hereof shall constitute to the extent applicable, as required by law, an appropriations measure or act within which the City Manager may execute transfers between its appropriations within stated limits. Public funds shall be disbursed or made available pursuant to this appropriations act and shall be in accordance with applicable laws of the State of Michigan, rules and regulations promulgated by the Michigan Department of Treasury and the Charter of the City of Mt. Morris.

BE IT FURTHER RESOLVED THAT:

1.) The Tax rate (millage) is hereby established as follows:

- a. 19.5951 mills for General Operating Expenditures Fund 101
- b. 1.6683 mills for Downtown Development Authority, and;

BE IT FURTHER RESOLVED THAT:

- 1.) Any grants received will automatically authorize the City Manager to amend the budget to reflect the changes in revenues and appropriations.
- 2.) Where encumbrances are outstanding at year end they will be reported as reservations of fund balance to be used for the subsequent year's expenditures.

Moved by Council member _____, seconded by Council member _____ and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held on Monday, May 24, 2021 at 7:15 p.m.

_____Yeas

_____Nays

_____Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, Deputy City Clerk

**CITY OF MT. MORRIS
RESOLUTION 21-32**

WHEREAS: The Genesee County 9-1-1 Consortium is entering into a contract with Tyler Technologies, Inc. for the purchase of records management software, and;

WHEREAS: That contract allows the Genesee County 9-1-1 Consortium to offer certain records management services to the municipalities in Genesee County, and;

WHEREAS: The City of Mt. Morris desires to purchase these services from Genesee County 9-1-1 Consortium, and;

WHEREAS: The City of Mt. Morris will have to pay an annual maintenance fee to the Genesee County 9-1-1 Consortium beginning in 2023.

NOW THEREFORE, BE IT RESOLVED,

That this council does hereby approve the attached contract between the City of Mt. Morris and the Genesee County 9-1-1 Consortium for record management services and does hereby authorize the City Manager to execute such contract on behalf of the City.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, May 24, 2021 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, Deputy City Clerk

RECORD MANAGEMENT SERVICES CONTRACT

THIS AGREEMENT, hereinafter "Agreement", is made this ____ day of _____ 2021, between the Genesee County 9-1-1 Consortium, hereinafter "CONSORTIUM", and Mt Morris City Police Department, hereinafter called the "MUNICIPALITY"; collectively referred to as the "Parties", for a one-year period commencing in January 1, 2023.

WHEREAS, the CONSORTIUM entered into a contract with Tyler Technologies, Inc., for certain services including record management services; and

WHEREAS, that contract allows the CONSORTIUM to offer certain record management services to MUNICIPALITY; and

WHEREAS, MUNICIPALITY desires to purchase from the CONSORTIUM those services as further specified below;

NOW THEREFORE, the Parties hereby agree to the purchase of such services pursuant to the terms and conditions as follows:

1. The CONSORTIUM has contracted with Tyler Technologies, Inc. for records management system software. All hardware, licenses and software installed pursuant to that contract shall remain the property of the CONSORTIUM.

2. The CONSORTIUM shall supply the following services: Provide access and use to licenses, which are the sole property of the CONSORTIUM as provided to CONSORTIUM by Tyler Technologies, Inc., for MUNICIPALITY to access and use the CONSORTIUM's licensed Records Management System, and data backup system as provided by Tyler Technologies, Inc. All services will be provided as such within the capabilities of the existing equipment of the CONSORTIUM, including servers, computers, switches, and communications equipment. The CONSORTIUM will record and maintain for the duration of this Agreement Records Management data generated (in a storage-efficient manner) by the MUNICIPALITY and stored on the CONSORTIUM's servers and computer equipment, not to exceed reasonable storage usage as determined by the CONSORTIUM. No evidentiary quality media storage. Upon termination of the Agreement, MUNICIPALITY will have view only access at no cost to records management data generated by the MUNICIPALITY and retained under State of Michigan record retention

policy. MUNICIPALITY attachments will be stored at MUNICIPALITY cost and purged from the CONSORTIUM's servers after 1 year.

3. The Parties acknowledge that the CONSORTIUM is providing the services herein to MUNICIPALITY as a passthrough of those services as provided to CONSORTIUM by Tyler Technologies, Inc. As such, CONSORTIUM hereby disclaims all warranties and conditions, whether express, implied, or statutory, including, but not limited to, any implied warranties, duties, or conditions of merchantability or fitness for a particular purpose for services provided pursuant to this Agreement. Each party shall be solely and entirely responsible for its obligations under this Agreement and for the acts and omissions attributable to it, or its officers, employees or agents during the performance of the Agreement. To the extent permitted by law, each party shall indemnify and hold harmless the other party from any claims, suits, damages or causes of action, including a defense thereof, arising out of any action or inaction by the indemnifying party, its officers, employees, agents or subcontractors with respect to the services or this Agreement.

4. The CONSORTIUM shall be paid for these services by the MUNICIPALITY as set forth in **Exhibit A**, which is hereby incorporated.

5. CONSORTIUM or the MUNICIPALITY may terminate this Agreement by notifying the other party in writing a minimum of ninety (90) days in advance of the end of the Agreement period, for which termination will be effective at the end of the Agreement period; except CONSORTIUM may terminate the Agreement upon thirty (30) days' notice, for breach of Agreement, including nonpayment. In the event of said termination MUNICIPALITY will be obligated to pay the CONSORTIUM in full for the full contract year of services and will not be eligible for full or partial refund. If neither party notifies the other party of such termination, this Agreement shall automatically renew for another one-year period. Any termination of this Agreement, regardless of basis, terminates all rights the MUNICIPALITY has to any form of access or use to the CONSORTIUM's licenses as provided by Tyler Technology, Inc.

6. This Agreement shall be construed pursuant to the laws of the State of Michigan, and jurisdiction of any and all disputes arising hereunder or related hereto shall be in a court of competent jurisdiction in Genesee County, Michigan.

7. Tyler Technologies, Inc. is not a party to this Agreement. Nothing herein shall be construed to make MUNICIPALITY a third-party beneficiary to any agreement between CONSORTIUM and Tyler Technologies, Inc.

8. This document and any exhibits referenced and/or incorporated herein contain the entire agreement between the Parties and no addition or amendment hereto shall be binding unless made in writing and executed by the Parties.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the dates set forth below.

MUNICIPALITY:

GENESEE COUNTY 9-1-1 CONSORTIUM:

Municipality

Signature

Spring Tremaine, Executive Director

Title and Date

Date

Witness

Witness

EXHIBIT A

The MUNICIPALITY agrees to pay the CONSORTIUM pursuant to following:

Municipality: Mt Morris City Police Department

Annual Amount: \$1,715.74

If the CONSORTIUM receives notice from Tyler Technologies, Inc. that the amount due for services rendered to the MUNICIPALITY as a pass-through pursuant to this Agreement, the CONSORTIUM will notify the MUNICIPALITY of the change in service rate and the effective date of those modified charges, for which the MUNICIPALITY shall be responsible.

**CITY OF MT. MORRIS
RESOLUTION 21-33**

WHEREAS: The City of Mt. Morris has been looking for a new part-time building inspector official, and;

WHEREAS: Robert Kehoe desires to enter into the attached agreement with the City of Mt. Morris to provide services to the City as its Building Inspector Official.

NOW THEREFORE, BE IT RESOLVED,

That this council does hereby approve the attached contract between the City of Mt. Morris and Robert Kehoe for Building Inspector Official services and does hereby authorize the City Manager to execute such contract on behalf of the City.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, May 24, 2021 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, Deputy City Clerk

AGREEMENT FOR EMPLOYMENT OF BUILDING INSPECTOR OFFICIAL

City of Mt. Morris
Genesee County, Michigan

This agreement, by and between Robert Kehoe, hereinafter referred to as "employee" and the City of Mt. Morris, a municipal corporation, hereinafter referred to as "City" is as follows:

WHEREAS, the City has need and use for a part-time building inspector official; and

WHEREAS, Employee has accepted this Agreement and desires to enter into this Agreement with the City to provide services to the City as its Building Inspector Official.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Employee covenant and agree as follows:

1. TERMS OF AGREEMENT

This Agreement shall become in force and binding immediately upon execution by both parties as indicated on the date below.

This contract may be terminated for any reason by either party upon **30 day's written notice.** Employee shall be compensated for any work performed up to the date of termination.

2. SCOPE OF SERVICES AND COMPENSATION

Employee is a **part-time, at-will employee.**

Employee shall perform all tasks and duties as a building inspector official including, but not limited to:

- Providing a part-time building department to issue all building and trade permits for the City.
- Conducting on-site inspections of properties to determine conformity with applicable codes and ordinances.
- Documenting the facts and procedures of all permits and forwarding information to the City to be placed in property file.
- Preparing summary reports of activities as requested and completing other administrative requirements as necessary.
- Performing follow- up functions, including re-inspections, logging of activities, and notifying involved parties of status.

- Performing related work as required.

Employee shall earn \$7,000.00 per year for all building inspection services. Trade inspectors shall receive \$55.00 per inspection. Payments will be issued monthly.

3. ACKNOWLEDGEMENT OF OPPORTUNITY TO REVIEW

Employee acknowledges he has had the opportunity to review this Agreement with an Attorney of his own choosing and at his own expense.

In Witness Hereof the parties hereto authorize this agreement effective June 18, 2021.

MUNICIPALITY

By: _____

Dated: _____

EMPLOYEE/BUILDING INSPECTOR

By: _____

Dated: _____

CITY OF
MT. MORRIS

CODE ENFORCEMENT

11649 N. Saginaw Street. Mt. Morris Michigan

Mayor Jeff Roth
City Council Members

May 20, 2021

Reference: 11826 Temperance also known as 1109 East Mt. Morris Rd
Owner: Robert Guillen /Lien holder PHH Mortgage Services

The structure located at 11826 Temperance which is part of parcel # 57-06-552-009 also known as 1109 East Mt. Morris Rd, has not been maintained and is in poor condition. We have made several attempts to have the structure repaired, but the owner has refused to contact the city.

On July 28, 2020 a notice of condemnation was sent via certified mail to the owner, on August 18, 2020 a second notice of condemnation was posted on the front door of 1109 E. Mt. Morris Rd. and a Notice of Condemnation was placed on the structure at 11826 Temperance. On or about September 1st 2020 the mortgage company NewREZ (PHH Mortgage Service) were informed of the condition of the structure and they did reply via mail.

It is my recommendation that the structure and attached carport should be demolished. At this time I'm requesting that the clerk set a Public Hearing Date to proceed with the abatement process.

Paul Zumbach

City of Mt. Morris Code Enforcement

CITY OF
MT. MORRIS

CODE ENFORCEMENT

11649 N. Saginaw Street. Mt. Morris Michigan

Robert Guillen
1109 E. Mt. Morris Rd
Mt. Morris, MI 48458

July 28, 2020

Notification of Condemnation

The property you own in the State of Michigan, County of Genesee, in the City of Mt. Morris, parcel number 57-06-552-009 known as **11826 Temperance** is being condemned

The property is in violation of the following ordinances:

Section 108 of the International Property Maintenance Code

108.1 Unsafe structure due decay

108.1.3 Structure is in disrepair, lack maintenance

Correction order: You have fourteen (14) days from the day that you received this notice to bring the property in to compliance of the property will be commended.

108.2 Closing of Vacant Structure / Lien.

If the property is ordered condemned and closed, the City of Mt. Morris has the right to file a lien against the real estate on which the structure is located.

Section 111 Appeal

The property owner may file an appeal application of this notice in writing to the City of Mt. Morris within twenty (20) days after the notice was served.

Paul Zumbach
Code Enforcement

CITY OF
MT. MORRIS

CODE ENFORCEMENT

11649 N. Saginaw Street. Mt. Morris Michigan

Robert Guillen
1109 E. Mt. Morris Rd
Mt. Morris, MI 48458

August 18, 2020

Notification of Condemnation

This notice is to inform you that the property located at 11826 Temperance, parcel # 57-06-552-009 in the City of Mt. Morris, Genesee County, and State of Michigan is being condemned. You have **5 days** to property into compliance. Or the City of Mt. Morris will begin legal action against the property owner

The property is in Violation of the following ordinances.

Section 108 Unsafe Structure Unfit for human occupancy.

108.1- Unsafe structure due to decay

108.1.3 -Structure is in disrepair, lacks maintenance.

108.1.5 Part 9 – Inadequate maintenance, dilapidation.

Correction Order. You have fourteen (5) days from the day that you received this notice to bring the property in to compliance or the property will be condemned.

108.2 Closing of Vacant Structure/ Lien.

If the property is ordered condemned and closed the City of Mt. Morris has the right to file a lien against the real estate on which the structure is located.

Section 111 Appeal

The property owner may file an appeal application of this notice in writing to the City of Mt. Morris within twenty (20) days after the noticed was served.

Paul Zumbach
Code enforcement

CITY OF
MT. MORRIS

CODE ENFORCEMENT

11649 N. Saginaw Street. Mt. Morris Michigan

Robert Guillen
1109 E. Mt. Morris Rd
Mt. Morris, MI 48458

May 13, 2021

Notification of Condemnation

This notice is to inform you that the property located at 11826 Temperance, parcel # 57-06-552-009 in the City of Mt. Morris, Genesee County, and State of Michigan is being condemned by the City of Mt. Morris.

On May 24, 2021 at 7:15 p.m. the city council will be presented with information regarding the condition of the property. At the meeting on May 24, 2021 the city council will determine whether and when to set a public hearing date regarding the demolition of the property. As the property owner, you will be charged with all legal fees, fines, and demolition cost and or any other cost occurred by the City of Mt. Morris.

The property is in Violation of the following ordinances.

Section 108 Unsafe Structure Unfit for human occupancy.

108.1- Unsafe structure due to decay

108.1.3 -Structure is in disrepair, lacks maintenance.

108.1.5 Part 9 – Inadequate maintenance, dilapidation.

Paul Zumbach
Code enforcement



C/O PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel 888.820.6474
Fax 856.917.8300

September 30, 2020

Account Number: 8013823151

City OF Mt. Morris Code Enforcement
11649 N. Saginaw St
Mt. Morris, MI 48458

Accountholders Name:
Robert Guillen
Property Address:
1109 E Mt Morris St
Mount Morris, MI 48458-2050

**RESPONSE LETTER
FOR YOUR RECENT REQUEST**

Dear City of Mt. Morris Code Enforcement,

Thank you for the recent communication regarding the account referenced above in which we received a notice from the City of Mt. Morris Code Enforcement about the lack of maintenance/rot/decay.

The account is current and not yet qualified for any PPI activities. It is accountholders responsibility to take care of the issues.

We trust that the information provided has fully addressed the concern. Information about this account can also be found online at www.MortgageQuestions.com.

For any questions regarding this account or this request, we can be reached at the number referenced above Monday through Friday from 8:00 am to 9:00 pm and Saturday from 8:00 am to 5:00 pm ET.

Sincerely,

Research Department
Loan Servicing

Tony Bauer
1040 E. Pine Ave
Mt. Morris, MI. 48458

Dear Council Members,

I am writing to request the use of City property on August 14, 2021 for the annual Back to the Bricks Tune-Up Party and Dancing in the Streets event. The Back to the Bricks Tune-Up Party event brings nearly 500 cars and over 1000 people to the city, thus bringing income to our local businesses. For most if not all of the local businesses this is the busy day of the year for them. The Dancing in the Streets also brings a crowd to town. Both events develop the sense of community here in Mt. Morris.

It is my hope that the council sees the value these events bring to the City of Mt. Morris and approve our request to block the city streets as illustrated below from 1:00 PM to 11:00 PM on August 14th. Although there have never been any issues requiring the police department we are also requesting the services of the city police department that day.

Please contact me with any questions at 810-938-5040.

Thank you for your consideration,

Tony Bauer

