

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
May 23, 2016
7:00 P.M.**

MEETING CALLED TO ORDER: Mayor Boyce A. Judkins

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES: Regular meeting, and Public Meeting minutes from May 09, 2016.

COMMUNICATIONS:

1. None.

APPROVAL OF WARRANT: Approval of Warrant #16-11 in the amount of \$25,244.14.

PUBLIC COMMENT (Five Minute Time Limit).

A. UNFINISHED BUSINESS:

1. Discussion on vacant property at 319 Beach Street.
2. Discussion on City Entrance/Exit Signs.

B. NEW BUSINESS:

1. FEMA Grant.
2. Approval of temporary 150th Celebration sign.
3. Approval to sell 150th Celebration merchandise at City Hall.
4. RESOLUTION 16-24: Community Room Non-Resident fee.
5. RESOLUTION 16-25: Rummage Sale Permit Fee.
6. Ordinance 16-01: Rental Inspection Fees (Second reading).
7. RESOLUTION 16-26: Approval of Rental Unit Inspection Fees.
8. RESOLUTOIN 16-27: Appointment of City Manager as Zoning Administrator.
9. Ordinance 16-02: Excessive False Alarm Fees (First reading).
10. RESOLUTION 16-28: Realtor Commission Fees.
11. RESOLUTION 16-29: Approval of DPW Contract.

PUBLIC COMMENT (Five Minute Time Limit)

COUNCIL MEMBER AND STAFF COMMENTS

ADJOURNMENT

**PLEASE TURN OFF ALL CELL PHONES AND OTHER ELECTRONIC DEVICES
PRIOR TO THE MEETING.**

INVOICE APPROVAL LIST BY FUND REPORT

Warrant # 16-11

Date: 05/19/2016

Time: 3:49 pm

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General							
Dept: 000.000							
101-000.000-066.000	UNDISTRIBL						
	BLUE CARE NETWORK	161350069630	June Health Insurance	0	05/19/2016	05/19/2016	7,496.61
	HUMANA INSURANCE COMF	182087517	Vision/Dental	0	05/19/2016	05/19/2016	1,122.62
	UNUM LIFE INSURANCE CO.	0150244-001 5	Life & Disability Insurance	0	05/19/2016	05/19/2016	750.18
							9,369.41
							Total Dept. 000000: 9,369.41
Dept: 101.000 CITY COUNCIL							
101-101.000-956.000	MISC						
	PRINTING SYSTEMS	95280/95281	Business Cards-Judkins/Davis	0	05/12/2016	05/12/2016	114.96
							114.96
							Total Dept. CITY COUNCIL: 114.96
Dept: 190.000 ELECTIONS							
101-190.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CT		Supplies	0	05/12/2016	05/12/2016	9.76
							9.76
							Total Dept. ELECTIONS: 9.76
Dept: 215.000 ADMINISTRATION							
101-215.000-740.000	OPERATING						
	C.O.P.'S	0212378-001	Supplies	0	05/17/2016	05/17/2016	41.57
	FIRSTMERIT BANKCARD CT		Supplies	0	05/12/2016	05/12/2016	283.70
	MLIVE MEDIA GROUP	0001813800	Public Notice/Affidavit	0	05/12/2016	05/12/2016	133.90
	SHRED-IT	9410495301	Shredding Services	0	05/12/2016	05/12/2016	17.50
							476.67
101-215.000-825.000	MAINTENAN						
	BRADY'S BUSINESS SYSTEI	129294	Copier Maintenance	0	05/12/2016	05/12/2016	17.50
	PITNEY BOWES///	3300369658	April Lease Payment	0	05/17/2016	05/17/2016	291.66
							309.16
101-215.000-850.000	COMMUNIC.						
	COMCAST	42621907	April Charges	0	05/12/2016	05/12/2016	124.06
							124.06
101-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	161350069630	June Health Insurance	0	05/19/2016	05/19/2016	5,199.43
							5,199.43
101-215.000-990.000	DEBT SERV						
	US BANK EQUIPMENT FINAN	304301054	Copier Lease	0	05/17/2016	05/17/2016	33.00
							33.00
							Total Dept. ADMINISTRATION: 6,142.32
Dept: 253.000 TREASURER							
101-253.000-825.000	MAINTENAN						
	BRADY'S BUSINESS SYSTEI	129294	Copier Maintenance	0	05/12/2016	05/12/2016	17.51
							17.51
101-253.000-957.000	CONFEREN						
	FISHELL/VICKI//		Conference Mileage	0	05/19/2016	05/19/2016	104.11
							104.11
							Total Dept. TREASURER: 121.62
Dept: 265.000 CITY HALL & GROU							
101-265.000-801.000	PROFESSIC						

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	ZODIAC ENTERPRISES, LLC	5953-R	City Hall Hours Sign	0	05/17/2016	05/17/2016	100.00
							100.00
101-265.000-920.000	PUBLIC UTIL						
	CITY OF MT. MORRIS		April Utilities	0	05/17/2016	05/17/2016	33.58
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	596.40
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	38.93
							668.91
							Total Dept. CITY HALL & GROUNDS: 768.91
Dept: 269.000	OTHER CITY PROF						
101-269.000-920.000	PUBLIC UTIL						
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	30.41
							30.41
							Total Dept. OTHER CITY PROPERTY: 30.41
Dept: 305.000	POLICE DEPARTM						
101-305.000-740.000	OPERATING						
	C.O.P.'S	0212378-001	Supplies	0	05/17/2016	05/17/2016	9.48
	FIRSTMERIT BANKCARD CT		Supplies	0	05/12/2016	05/12/2016	110.66
	MAPLE TOWNE PRINTING	15633	Daily Log	0	05/17/2016	05/17/2016	190.00
	SHRED-IT	9410495301	Shredding Services	0	05/12/2016	05/12/2016	17.50
							327.64
101-305.000-759.000	UNIFORMS						
	NYE UNIFORM COMPANY///	554938	Code Enforcement	0	05/17/2016	05/17/2016	139.89
							139.89
101-305.000-825.000	MAINTENAN						
	CORE TECHNOLOGY CORP	65910	PD-Talon Desktop Support	0	05/12/2016	05/12/2016	125.00
							125.00
101-305.000-850.000	COMMUNIC,						
	COMCAST	42621907	April Charges	0	05/12/2016	05/12/2016	70.89
							70.89
101-305.000-930.000	REPAIR & M						
	CAPITAL TIRE - CLIO	50105535	PD 121 Tires	0	05/17/2016	05/17/2016	506.76
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	25.00
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	300.92
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	60.00
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	60.00
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	60.00
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	10.00
	LOUIES TOWING & SERVICE		Service Work	0	05/12/2016	05/12/2016	517.10
							1,539.78
							Total Dept. POLICE DEPARTMENT: 2,203.20
Dept: 336.000	FIRE DEPARTMEN						
101-336.000-714.800	FRINGE BEN						
	LINCOLN NATIONAL LIFE INS	3245336814	Fireman's Life Insurance	0	05/19/2016	05/19/2016	80.43
							80.43
101-336.000-850.000	COMMUNIC,						
	COMCAST	42621907	April Charges	0	05/12/2016	05/12/2016	35.45
							35.45
							Total Dept. FIRE DEPARTMENT: 115.88
Dept: 441.000	PUBLIC WORKS						
101-441.000-740.000	OPERATING						
	CONSTRUCTION FASTENER	49729-01	Silencer Headgear/DPW	0	05/12/2016	05/12/2016	13.98

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							13.98
101-441.000-920.000	PUBLIC UTII						
	CITY OF MT. MORRIS		April Utilities	0	05/17/2016	05/17/2016	31.24
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	262.99
							294.23
101-441.000-970.000	CAPITAL OU						
	JOHN DEERE FINANCIAL	1690385	May Lease Payment	0	05/12/2016	05/12/2016	278.47
							278.47
							Total Dept. PUBLIC WORKS: 586.68
Dept: 738.000	LIBRARY						
101-738.000-920.000	PUBLIC UTII						
	CITY OF MT. MORRIS		April Utilities	0	05/17/2016	05/17/2016	45.17
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	424.64
							469.81
							Total Dept. LIBRARY: 469.81
							Total Fund General: 19,932.96
Fund: 202	Major Street						
Dept: 463.000	STREET ROUTINE						
202-463.000-740.000	OPERATING						
	DIAMOND PRECAST LLC	2847	Catch Basin/Walter Street	0	05/12/2016	05/12/2016	185.00
							185.00
202-463.000-801.000	PROFESSIC						
	CURBCO	31058	Street Sweeping	0	05/12/2016	05/12/2016	1,093.00
							1,093.00
							t. STREET ROUTINE MAINTENANCE: 1,278.00
Dept: 474.000	TRAFFIC SERVICE						
202-474.000-740.000	OPERATING						
	GLS REGION V	16-May	Traffic Counters	0	05/17/2016	05/17/2016	60.00
							60.00
							Total Dept. TRAFFIC SERVICES: 60.00
Dept: 478.000	WINTER MAINTENANCE						
202-478.000-740.000	OPERATING						
	MCLAREN OCCUPATIONAL &	382332	DOT Physical	0	05/12/2016	05/12/2016	80.00
							80.00
							Total Dept. WINTER MAINTENANCE: 80.00
							Total Fund Major Street: 1,418.00
Fund: 203	Local Street						
Dept: 463.000	STREET ROUTINE						
203-463.000-801.000	PROFESSIC						
	CURBCO	31058	Street Sweeping	0	05/12/2016	05/12/2016	1,195.00
							1,195.00
							t. STREET ROUTINE MAINTENANCE: 1,195.00
							Total Fund Local Street: 1,195.00

Fund: 591 Water Fund

Dept: 000.000

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
591-000.000-255.000	WATER DEF						
	CITY OF MT. MORRIS		Final Bill/Deposit	0	05/12/2016	05/12/2016	56.85
	GARANT/JANE//		Water Deposit/Refund	0	05/12/2016	05/12/2016	165.73
	MC CROBIE/KERY//		Water Deposit/Refund	0	05/12/2016	05/12/2016	59.24
							281.82
591-000.000-642.010	SALE OF W/						
	AUSTIN/JOHN//		Water Bill Final/Credit	0	05/12/2016	05/12/2016	15.53
	FRANK/JOSEPHINE//		Water Bill Final/Credit	0	05/12/2016	05/12/2016	18.41
							33.94
						Total Dept. 000000:	315.76
Dept: 215.000 ADMINISTRATION							
591-215.000-740.000	OPERATING						
	PRINTING SYSTEMS	95599	Water Billing Envelopes	0	05/18/2016	05/18/2016	173.58
							173.58
591-215.000-825.000	MAINTENAN						
	BRADY'S BUSINESS SYSTEI	129294	Copier Maintenance	0	05/12/2016	05/12/2016	17.51
							17.51
591-215.000-850.000	COMMUNIC,						
	COMCAST	42621907	April Charges	0	05/12/2016	05/12/2016	70.90
							70.90
591-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	161350069630	June Health Insurance	0	05/19/2016	05/19/2016	570.60
							570.60
591-215.000-990.000	DEBT SERV						
	US BANK EQUIPMENT FINAI	304301054	Copier Lease	0	05/17/2016	05/17/2016	33.00
							33.00
						Total Dept. ADMINISTRATION:	865.59
Dept: 537.000 WATER DISTRIBUT							
591-537.000-740.000	OPERATING						
	FIRSTMERIT BANKCARD CT		Supplies	0	05/12/2016	05/12/2016	41.01
	GENESEE COUNTY DRAIN C	2016-00000026	Water Sample	0	05/12/2016	05/12/2016	75.00
	MENARDS - CLIO	11686/10591	Mortar/Landscaper Mix	0	05/12/2016	05/12/2016	47.98
	POLLARDWATER	0042649	Water Testing Supplies	0	05/12/2016	05/12/2016	53.94
							217.93
591-537.000-920.000	PUBLIC UTIL						
	CONSUMERS ENERGY		May Charges	0	05/18/2016	05/18/2016	65.91
							65.91
591-537.000-930.000	REPAIR & M						
	JOHN DEERE FINANCIAL	1091747	Parts	0	05/17/2016	05/17/2016	25.19
							25.19
						Total Dept. WATER DISTRIBUTION:	309.03
						Total Fund Water Fund:	1,490.38
Fund: 592 Sewer Fund							
Dept: 215.000 ADMINISTRATION							
592-215.000-825.000	MAINTENAN						
	BRADY'S BUSINESS SYSTEI	129294	Copier Maintenance	0	05/12/2016	05/12/2016	17.51
							17.51
592-215.000-850.000	COMMUNIC,						
	COMCAST	42621907	April Charges	0	05/12/2016	05/12/2016	53.17

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							<u>53.17</u>
592-215.000-874.000	RETIREE IN BLUE CARE NETWORK	161350069630	June Health Insurance	0	05/19/2016	05/19/2016	570.60
							<u>570.60</u>
592-215.000-990.000	DEBT SERV US BANK EQUIPMENT FINAN	304301054	Copier Lease	0	05/17/2016	05/17/2016	33.00
							<u>33.00</u>
						Total Dept. ADMINISTRATION:	<u>674.28</u>
Dept: 536.000	SEWER DISTRIBU1						
592-536.000-930.000	REPAIR & M JACK DOHENY COMPANIES,	A93322	Truck#50 Parts/DPW	0	05/12/2016	05/12/2016	476.62
							<u>476.62</u>
						Total Dept. SEWER DISTRIBUTION:	<u>476.62</u>
Dept: 538.000	SEWER REPAIR						
592-538.000-740.000	OPERATING MENARDS - CLIO	11686/10591	Mortar/Landscaper Mlx	0	05/12/2016	05/12/2016	36.90
							<u>36.90</u>
						Total Dept. SEWER REPAIR:	<u>36.90</u>
						Total Fund Sewer Fund:	<u>1,187.80</u>
						Grand Total:	<u>25,224.14</u>

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

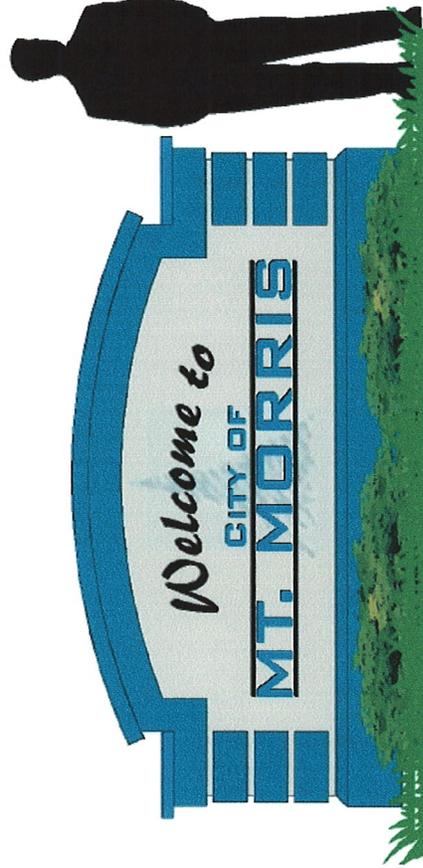
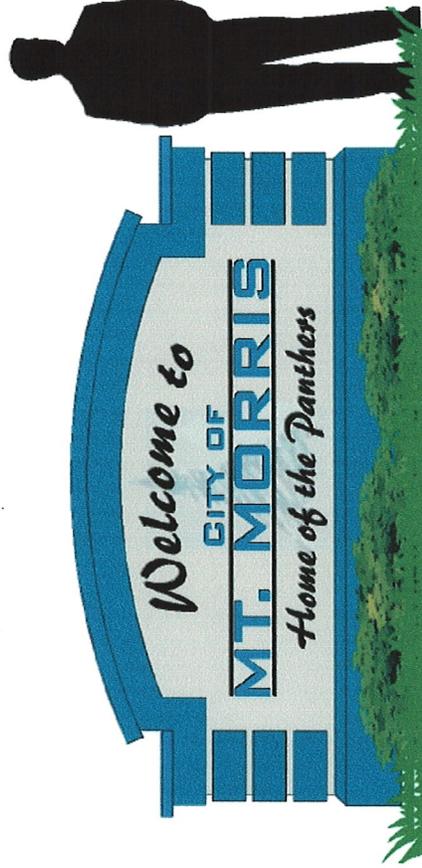
Kristina K. Somers, City Clerk



City of Mt Morris - Alu Panel 1
002B
5/19/2016

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APPROVAL By signing this mock-up I approve the size, quantity, spelling, colors(s) and overall design of my order. I understand that I am 100% responsible for any changes made to my order after the date indicated on my approval.
MOCK-UP The designs, details and plans represented herein are the property of Signarama, specifically developed for your personal use in connection to the project being planned for you by Signarama. It is not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited in any fashion whatsoever. All or any part of the design (excepting registered trademarks) remains the property of Signarama.
DESIGN Your price includes the original mock-ups along with 2 changed mock-ups. After the 2nd changed mock-up there will be added charges for design time.

X

CLIENT APPROVAL SIGNATURE _____

READY TO E-MAIL

E-MAILED

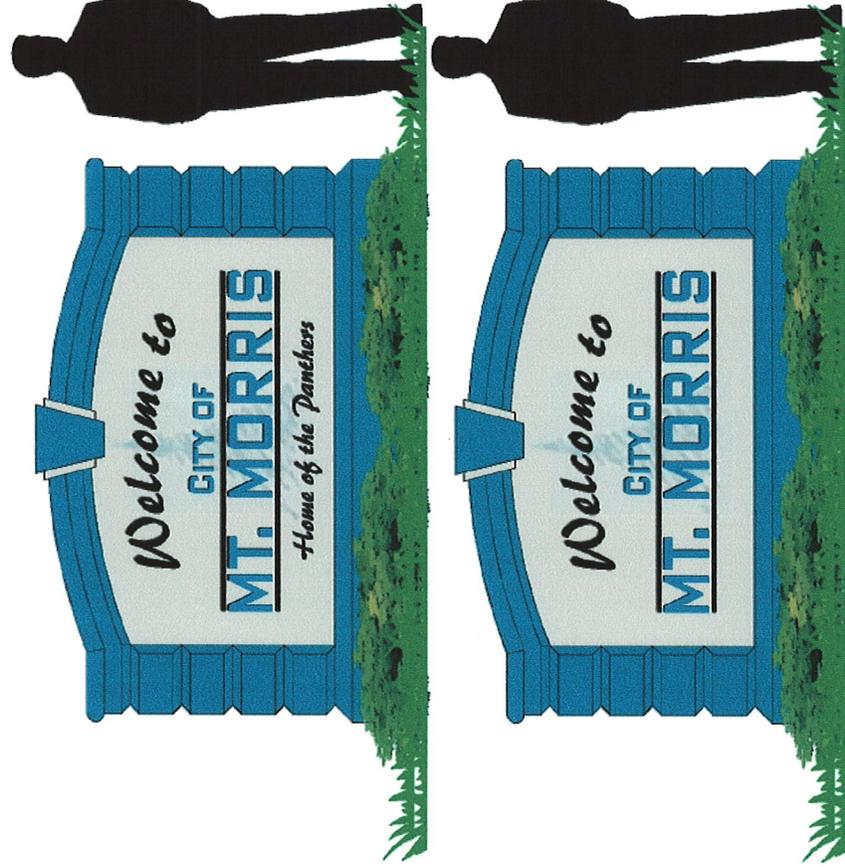
APPROVAL RECEIVED



City of Mt Morris - Alu Panel 1
002A
5/19/2016

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CLIENT APPROVAL SIGNATURE
 READY TO E-MAIL E-MAILED E-MAIL APPROVAL RECEIVED



City of Mt. Morris - Post and Panel 1
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DESIGNS Your price includes the original mock-up along with 2 charged mock-ups. After the 2nd charged mock-up there will be added charges for design time.

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CLIENT APPROVAL SIGNATURE

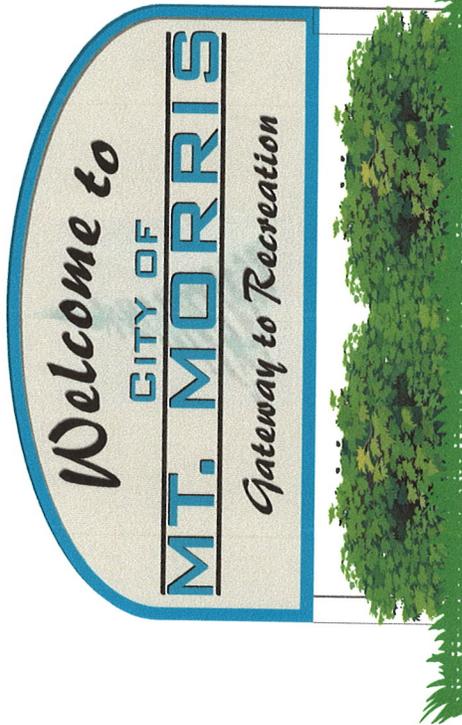
READY TO E-MAIL E-MAILED E-MAIL APPROVAL RECEIVED



City of Mt. Morris - Post and Panel 1
001
2/8/2016

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X

CLIENT APPROVAL SIGNATURE

READY TO E-MAIL

E-MAILED

E-MAIL APPROVAL RECEIVED

CITY OF MT. MORRIS

RESOLUTION 16-24

WHEREAS: The City of Mt. Morris Community Room Utilization Policy be updates to include non-residents as eligible users; and

WHEREAS: It is also appropriate to set forth updated Community Room Rental Fees, and open rental of Community Room to include non-residents; and

NOW THEREFORE, BE IT RESOLVED:

That the fee schedule is hereby amended to include a \$175 fee for the use of the City of Mt. Morris Community Room for non-residents. This fee includes a \$25 refundable key deposit, if key is returned to City Hall the next business day from rental of Community Room.

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 23, 2016 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

CITY OF MT. MORRIS CITY COUNCIL

RESOLUTION NO. 16-25

WHEREAS, pursuant to Sections 18-81 *et seq* of the City Code Garage Sales, Yard Sales, and Basement Sales under the general designation of Rummage Sales require that a permit be obtained from the City Clerk on forms provided by the city, and;

WHEREAS, presently, no fee is charged for this permit, and;

WHEREAS, due to the fact that the issuance of this permit requires an expenditure of time by city staff a reasonable fee should be established.

NOW THEREFORE BE IT RESOLVED that a fee in the amount of ten dollars (\$10.00) shall be charged in connection with permits for Rummage Sales as above described and this fee shall be set forth in the city's schedule of fees.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a meeting held on Monday, May 23, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

CITY OF MT. MORRIS
ORDINANCE 16-01

AN ORDINANCE to Amend the Code of Ordinances, City of Mt. Morris Michigan, to amend and restate Code Section 14-303, currently entitled, "Inspection Fees; Certification" by amending the same to add an application Fee and restating the title thereof as follows: "Application Fee; Inspection Fees; Certification".

THE CITY OF MT. MORRIS ORDAINS:

SECTION 1

Code Section 14-303 under the title "Article VIII Rental Unit Inspections" is hereby amended and restated as follows:

Section 14-303 Application Fee; Inspection Fees; Certification

- (a) An application fee in an amount to be established by resolution of the city council shall be paid by the owner of each residential rental unit within the City of Mt. Morris. This shall be a one-time fee payable upon initial application.
- (b) The owner shall pay a fee for periodic inspection of each residential rental unit as established by resolution of the city council. The fee will cover the cost of the initial inspection and one follow-up inspection to ensure any deficiencies have been corrected. Should the deficiencies not be corrected, a charge for each subsequent re-inspection shall be made. Fees shall be paid prior to inspection. Any unpaid inspection fees shall become a lien on the property and collected as provided by law. An appropriate certification shall be issued if the rental unit is determined to meet applicable code requirements.

(Ord. No. 00-02, § 1, 3-13-00)

SECTION 2

All other Code Sections shall remain unchanged.

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 23, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

CITY OF MT. MORRIS

RESOLUTION NO. 16-26

WHEREAS, pursuant to Ordinance 16-01 which provides for a one time application fee as set forth in Code Section 14-303, it is necessary to establish pursuant thereto said application fee amount, and,

WHEREAS, it is also appropriate to set forth updated general inspection fees, and,

NOW, THEREFORE, BE IT RESOLVED that rental inspection fees are hereby established as follows:

- 1) Single Family (per unit) - \$60.00;
- 2) Duplexes and Multi-Family (first unit included) - \$100.00 (two units included);
- 3) Each additional unit in same building - \$15.00;
- 4) Re-inspections (per unit) - \$75.00;
- 5) Missed inspections (per unit) - \$75.00,
- 6) Application Fee - One time fee as set forth in Code Section 14.303, per parcel - \$100.00.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a meeting held Monday, May 23, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

CITY OF MT MORRIS

RESOLUTION 16-27

WHEREAS: Elena Danishevskaya, City Manager, has heretofore served in the capacity of Zoning Administrator assuring that land use within the City is in conformity with the provisions of the City's zoning ordinance; and

NOW THEREFORE, BE IT RESOLVED:

That the position of Zoning Administrator shall, henceforth, be held by Elena Danishevskaya, City Manager and shall perform all functions in connection therewith in consultation, as needed, with the City's Code Enforcement Official and the City Manager.

A motion was made 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 23, 2016, at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

CITY OF MT. MORRIS

ORDINANCE NO. 16-02

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, City of Mt. Morris, Michigan, by establishing a fee for excessive home and business alarms, specifically, requiring the payment of a fee in the event of more than three false alarms in a calendar year.

THE CITY OF MT. MORRIS ORDAINS:

Section 1. The following section is added to the Code of Ordinances under Article IV to wit:

Article IV - Miscellaneous Fees and Charges

Section 14-81 - Charge for excessive false alarms.

A charge is hereby established as follows: In the event a home or business alarm requires a police or fire department response more than three times in a calendar year where there is no emergency or threatened or on-going criminal activity, the owner of the subject premises shall be responsible for the payment of a fee in an amount to be established by resolution of the City Council. Said fee shall be billed to the owner of the said property as disclosed by the City's tax records, or the known lessee or occupant, and shall be due and payable upon receipt. Appropriate enforcement action shall take place in the event the charge is not paid within 30 days. The Chief of Police shall, upon receipt of proper information, have the authority to waive said fee in the event of extenuating circumstances such as, but not limited to, electrical problems beyond the control of the owner, lessee or occupant or those relating to weather.

Section 2. All other sections of the code shall remain unchanged.

This ordinance shall become effective _____.

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 23, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

CITY OF MT. MORRIS

RESOLUTION 16-28

WHEREAS: This Council has determined that it is appropriate to list for sale 25 lots in the Woodside trails condominium on Red Maple Dr. for the price of \$7000 each, a total \$175,000, ; and

WHEREAS: Century 21 Town & Country thru Dane Seltzer has been determined to be an appropriate firm to list the property and has submitted an Exclusive Right to Sell Listing Agreement to sell said property on the terms above set forth, their commission being 6%, and

WHEREAS: This council has determined that said broker should be retained pursuant to said listed agreement,

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby authorize the City Manager to execute on behalf of the City said listing agreement and to sign all other documents in connection therewith including, but not limited to, the disclosure statements attached, and

BE IT FURTURE RESOLVED:

That staff is hereby directed to take all appropriate action in implementing hereof.

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 23, 2016 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk



www.century21town-country.com
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

(Page 1 of 2)

- 1) Consideration and Term of Agreement: In consideration of the BROKER'S undertaking to find a purchaser, SELLER(s) represent that they are the owners of said property and have the right to execute this agreement. SELLER(s) grant CENTURY 21 Town & Country the exclusive right to sell the property from 05/19/16 to 11:59 p.m. on 05/16/17.
2) Property Description: SELLER(s) offer for sale property located in the CITY of MT. MORRIS, Michigan. Legally described as: 28 WOODSIDE TRAILS CONDOMINIUM LOTS, GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN. Commonly known as: 0 RED MAPLE DR.
3) Items Included: The property described above includes all fixtures, improvements and appurtenances including if now in or on the property, all built-in equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, window treatments and hardware, attached mirrors, television antennas, rotor controls, satellite dish and accessories (rental units excluded), storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener (rental units excluded), attached humidifier, all landscaping, security system (rental units excluded), mailbox, fireplace enclosure and screen, gas logs, grate, fuel in tanks, central vacuum and attachments, gas, oil, and mineral rights owned by SELLER(s) (if any) and, 25 LOTS, WATER AND SEWER AT ROAD.
Inclusions:
Exclusions:
4) Price/Terms: SELLER(s) agree to sell the property for \$ 175,000 to be paid in cash or upon terms and conditions as specified in the Multiple Listing Service (M.L.S.) profile/data form or for any other terms the SELLER(s) may hereafter accept. SELLER(s) shall deliver possession of property subject to rights of tenants, if any, not later than 0 days after closing at the rate of \$ 0.00 per day or any other terms the SELLER(s) may hereafter accept.
5) Special Assessments: SELLER(s) agree to pay, at or before the closing, any special assessments for public improvements which have been confirmed by public authority prior to the date of closing, unless otherwise negotiated as part of the Agreement of Sale.
6) Brokerage Fee: SELLER(s) agree to pay the BROKER a brokerage fee of 6% 7% 8% 9% 10% (circle one) of the sales price. The brokerage fee will be due and payable if a buyer is obtained, by anyone, for terms set forth herein or upon any other price and terms agreed upon by the SELLER(s). SELLER(s) understand that the brokerage fee and/or compensation paid to cooperating BROKERS for services rendered is not fixed, controlled, or recommended by any person not a party to this agreement.
7) Transaction Management Fee: Seller(s) agrees to pay CENTURY 21 Town & Country \$250 at the closing for retaining all records pertaining to the sale of the property for a period of seven (7) years as is required by applicable federal and state laws and regulations.
8) Protection Period: The brokerage fee shall be paid if the property is sold, conveyed, or otherwise transferred within 180 days after expiration of this agreement or any extension thereof to anyone who learned of the property through the efforts of the BROKER during the term of this agreement.
9) Non-Discrimination Clause: It is agreed by the BROKER and SELLER(s), parties to this listing agreement, that as required by law, discrimination because of RACE, COLOR, RELIGION, SEX, AGE, DISABILITY, MARITAL STATUS, FAMILIAL STATUS, OR NATIONAL ORIGIN by said parties to the sale or lease of the subject property is prohibited. (SELLER(s) Initials)
10) Title: SELLER(s) represent the title to the property to be good and marketable and SELLER(s) will execute and deliver a warranty deed, or other instruments of assignment or conveyance as shall be required. Upon execution of an Agreement of Sale, SELLER(s) will furnish an owner's title insurance policy without standard exceptions. Any deed required shall have full covenants of warranty and conveyance and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record.
11) Required Certifications/Inspections: If a certification and/or inspection of the property is required by local ordinance, state or federal law, SELLER(s) agree to pay for said certification/inspection. SELLER(s) further agree to have any and all repairs required by such certification/inspection made, provided they do not exceed \$ 0.00 unless the requirement for repairs are waived by the buyer.
12) Agency Policy: The BROKER offers agency services to buyers and SELLER(s) and may utilize disclosed dual agency.
13) Agency of Cooperating BROKERS: SELLER(s) acknowledge that they have been informed of the potential agency relationships which cooperating BROKERS may assume in regard to the sale of the property. SELLER(s) acknowledge that the BROKER may offer a portion of the brokerage fee to cooperating BROKERS. The agency relationships offered by BROKER and percentage of commission offered to cooperating BROKERS of the M.L.S. are as follows: Subagent, Buyers' Agent and Transaction Coordinator not more than 3 %.

Initials (Page 1 of 2)

White - Broker

Yellow - Sales Associate

Pink - Sellers Copy





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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

(Page 2 of 2)

- 14) Sellers Disclosure Statement: Unless this property is exempt under Section 3 of Public Acts of 1993, as amended (Seller's Disclosure Act), SELLER(s) has/have completed the Seller's Disclosure Statement required by Michigan law and are providing that completed form to Broker simultaneously with the signing of the Listing Agreement.
15) Disclosures: SELLER(s) will disclose in writing any and all information as to SELLER(s)' liabilities in connection with the listed property, including, but not limited to, mortgages, bridge loans, equity lines of credit, land contracts, leases, liens, assessments, governmental monetary liability, building and zoning violations, and landowner, condominium or homeowner's association liability. SELLER(s) discloses that total liability of all such indebtedness is \$ 0.00 (SELLER(s) initials)
16) Principal Residence Exemption: SELLER(s) states there is [] is not [x] a principal residence exemption on this property. If exemption exists and the SELLER(s) rescinds said exemption prior to closing, SELLER(s) shall immediately notify BROKER of such action in writing.
17) Lead-Based Paint Disclosure: BROKER has informed SELLER(s) of their obligations under the Federal Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852 d) and SELLER(s) are aware of their responsibility to comply. Year built - - - - -
18) Authorization/Lock Box: BROKER is authorized to place a "For Sale" sign on property, to publish photographs and listing data through electronic and print advertising, to submit the property to Multiple Listing Services for dissemination of the data and to publish the sale price. BROKER [] is [x] is not authorized to place a lock box on the property to facilitate showings, SELLER(s) acknowledge the lock box is not a security system and agree to release and hold harmless BROKER, BROKER'S agents and subagents from any liability whatsoever arising from the use of the lock box.
19) Indemnification: SELLER(s) shall indemnify and hold harmless BROKER, BROKER'S agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S home pursuant to this listing, or for any damages or costs that may occur due to SELLER'S failure to disclose any violations or defects.
20) Earnest Money Disbursement: SELLER(s) agree that should any earnest money deposit paid under the terms of the "Agreement of Sale" be forfeited by the buyer, one half of such amount (but not more than the commission specified herein) shall be retained by BROKER for such services rendered.
21) Unoccupied/Vacant Property: Broker assumes no responsibility for monitoring or maintaining the property, or for any damage that might result from any weather condition, including a freeze. Broker recommends the property be professionally winterized by a licensed plumber and that the heat and electricity remain on.
22) Heirs/Rights And Obligations: The agreements herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. Upon full execution of an Agreement of Sale, all rights and obligations of this listing agreement will automatically extend through the date of the actual closing of Agreement of Sale.
23) Subsequent "Agreement of Sale": Upon SELLER(s) acceptance of any Agreement of Sale (except those containing specific language to the contrary) BROKER shall not continue to advertise, show, or market the property, nor present any other Agreements of Sale received after the date of acceptance.
24) Relocation: Are you interested in the services of our Relocation Department? Yes _____ No [x]
25) Acknowledgement of Receipt of Copy: SELLER(s) acknowledge receipt of a copy of this agreement signed and dated by all parties.

CENTURY 21 Town & Country
Broker

Seller Elena Danishevskaya

Telephone (Home)

Sales Associate (Agent of Broker)
Dane Seltzer

Seller

Telephone (Work)

39750 Garfield
Street Address

11649 N. SAGINAW ST.
Street Address

810686-2160
Telephone (Cell)

CLINTON TWP MI 48038
City/State/Zip

City/State/Zip

586-286-6000
Telephone Date

e-mail

Initials (Page 2 of 2)

(3) Class
LD



VACANT LAND / DOCKMINIUM DATA FORM

MLS # _____

Features: select all that apply.

B. COMMUNITY AMENITIES

- 2 Club House
- 7 Elevator
- 8 Exercise/Facility Room
- 9 Gate House
- 10 Grounds Maintenance
- 15 Laundry Facilities
- 16 Marina
- 17 Golf Course
- 21 Park
- 23 Playground
- 24 Pool/Hot Tub
- 29 Security
- 32 Sidewalks
- 35 Street Lights
- 36 Tennis Courts

C. COMMUNITY FEE INCLUDES

- 3 Cable Included
- 4 Club House Included
- 6 Electric Included
- 8 Exterior Maintenance
- 9 Gas
- 10 Grounds Maintenance
- 11 Heating
- 12 Heating/Cooling
- 19 Community Pool
- 25 Snow Removal
- 26 Trash Removal
- 27 Water

E. DOCKMINIUM AMENITIES

- 1 Bathhouse
- 2 Cable Hookups
- 3 Cement Dock
- 4 Clubhouse
- 5 Covered Well
- 6 Diesel Dock
- 7 Drive Up Parking
- 8 Enclosed Well
- 9 Exercise Room
- 10 Fiberglass Dock
- 11 Floating Dock
- 12 Full Service Marina
- 13 Garages

- 14 Gas Dock
- 15 Haul Out Facility
- 16 Individual Hoist
- 17 Individual Pumpout
- 18 Jacuzzi
- 19 Laundry Facility
- 20 Pumpout Facility
- 21 Rack Storage
- 22 Restaurant
- 23 Security
- 24 Separate Electric
- 25 Steel Dock
- 26 Steel Pilings
- 27 Telephone Hookups
- 28 Tenant Occupied
- 29 Tennis Courts
- 30 Winter Storage
- 31 Wood Dock
- 32 Wood Pilings

H. FARM FEATURES

- 1 Brooder House
- 2 Dairy Barn
- 3 Horse Barn
- 4 Hay Barn
- 5 Silo(s)

J. FUEL ON SITE

- 1 Electric
- 2 Gas At Street
- 3 Gas/Propane
- 4 Natural Gas
- 5 Oil
- 6 Solar

K. LOCATION

- 6 Corner Lot
- 7 Cul-De-Sac
- 8 Dead End
- 15 Main Street
- 18 On Golf Course
- 28 Rural
- 31 Subdivision
- 32 Walk to School

L. LOT DESCRIPTION

- 11 Cleared
- 17 Deep Lot-150+ Ft.

- 20 Easement
- 36 Golf Course
- 37 Graded
- 46 Large Lot-65+ Ft.
- 59 Platted
- 60 Ravine
- 64 Rolling/Hilly
- 65 Sea Wall
- 66 Sidewalks
- 67 Sloping
- 70 Splits Available
- 78 Treed
- 79 Unpaved
- 87 Wooded
- 88 Zero Lot Line

N. FINANCIAL TERMS (R)

- 2 Assumption
- 3 Auction
- 6 Cash
- 9 Conventional
- 10 Conventional Blend
- 12 Exchange/Trade
- 13 FHA
- 16 Land Contract
- 18 Lease
- 32 Purchase Money MTG
- 37 Rent/Option to Buy
- 37 VA

Q. ROADS

- 1 Access
- 4 City/County
- 9 Country
- 10 Curbed
- 15 Gravel
- 16 Helicopter Pad
- 23 Paved Street
- 24 Private Road
- 25 Proposed

R. SEWER SEPTIC (R)

- 2 Community
- 4 Other-See Remarks
- 5 Public Sanitary
- 6 Public At Street
- 8 Septic

- 11 Sidewalk Assessment
- 12 Storm

U. SUB STRUCTURE TYPES

- 2 Barn
- 3 Corral(s)
- 6 Kennel
- 10 Pole Barn
- 11 Shed

X. WATER (R)

- 1 Community
- 2 Community Well
- 5 Other-See Remarks
- 6 Private Well
- 7 Public Water
- 8 Public Water At Street

Y. WATER FEATURES

- 1 All Sports Lake
- 4 Boat Facility
- 6 Canal Frontage
- 7 Canal Open
- 8 Canal Bridge
- 9 Creek/Stream/Brook
- 10 Dock/Pier Facility
- 11 Island
- 12 Lake Frontage
- 13 Lake/River Privileges
- 17 Pond
- 19 River Frontage
- 20 Sea Wall
- 21 Swim Association
- 23 Water View
- 24 Waterfront

Z. ZONING

- 3 Agricultural
- 5 Commercial
- 8 Industrial
- 11 Mixed Use
- 12 Multi-Family
- 13 Non-Conforming
- 19 Professional Office
- 21 Residential

COMP / TRS	Secure Showing Instructions: (Confidential field for ENTRY purposes to be viewed in Showing Assist ONLY)			
	*SA Compensation (Y/N): <u>Y</u>	Amount: <u>3.00</u>	Type: <u>Percent</u>	
	*BA Compensation (Y/N): <u>Y</u>	Amount: <u>3.00</u>	Type: <u>Percent</u>	
	*NA Compensation (Y/N): <u>Y</u>	Amount: <u>3.00</u>	Type: <u>Percent</u>	
	*Any Additional Required Fees, Forms or Addendums (Y/N): _____			
	Document Type 1: _____	Amount 1: \$ _____		
	Document Type 2: _____	Amount 2: \$ _____		
	Unbranded Virtual Tour: _____	Branded Virtual Tour: _____		
LISTING BKR SERVICES	Listing Broker Agrees to Provide the Following Listing Services: (NOTE: Any service expiration date below shall NOT exceed the listing expiration date)			
	FOR SALE SIGNS:			
	*Listing Broker Sign (Y/N): <u>Y</u>	*Other Sign on Property (Y/N): <u>Y</u>	Other Type of Sign: _____	
	*MLS Only Listing (Y/N): <u>Y</u>	MLS Only Expiration Date: <u>05/19/17</u>		
	*FULL SERVICE LISTING (Y/N): <u>Y</u>	All Other Services Expiration Date: _____		
	*Recommend / Adjust Pricing (Y/N): <u>Y</u>	*Advertising / Marketing (Y/N): <u>Y</u>		
	Handle Incoming Inquiries (Y/N): <u>Y</u>	Contact Name	Title	Phone #
	Schedule Showing Appointments (Y/N): <u>Y</u>	Contact Name	Title	Phone #
	Schedule Offer Presentations (Y/N): <u>Y</u>	Contact Name	Title	Phone #
	Provide Negotiations & Consultations (Y/N): <u>Y</u>	Contact Name	Title	Phone #
Manage Transaction/PA to Close (Y/N): <u>Y</u>	Contact Name	Title	Phone #	
SIGNATURES	Seller acknowledges and agrees to the services as provided above.			
	Century 21 Town & Country-Clinton LISTING OFFICE	586-286-6000 TELEPHONE NO.	X OWNER/SELLER SIGNATURE	DATE
	X AGENT SIGNATURE	DATE	X OWNER/SELLER SIGNATURE	DATE
	I hereby certify that I have in my possession a listing agreement for the property described which is in compliance with Michigan law and MiRealSource Rules and Regulations. Broker's Signature: _____			



Seller's Disclosure Statement

Property Address: 0 RED MAPLE DR MT. MORRIS MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitution for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller. (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water softener/conditioner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV antenna, TV rotor controls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic tank & drainfield	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central heating system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall furnace	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes no
 If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
 Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no
3. **Roof:** Leaks? yes no
 Approximate age if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
 Has the water been tested? yes no
 If yes, date of last report/results: _____

BUYER'S INITIALS _____
 SELLER'S INITIALS _____

Seller's Disclosure Statement

Property Address: 0 RED MAPLE DR MT. MORRIS MICHIGAN

5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper _____ galvanized _____ other _____
Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of Infestation,** if any: (termites, carpenter ants, etc.) _____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
Unknown _____ yes _____ no

- If yes, please explain: _____
11. **Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no
12. **Mineral Rights:** Do you own the mineral rights? unknown _____ yes _____ no

- Other Items:** Are you aware of any of the following:
1. Features of property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown _____ yes _____ no
 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown _____ yes _____ no
 3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others) or a homeowners' association that has any authority over the property? unknown _____ yes _____ no
 4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown _____ yes _____ no
 5. Settling, flooding, drainage, structural, or grading problems? unknown _____ yes _____ no
 6. Major damage to the property from fire, wind, floods, or landslides? unknown _____ yes _____ no
 7. Any underground storage tanks? unknown _____ yes _____ no
 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown _____ yes _____ no
 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown _____ yes _____ no
 10. Any outstanding municipal assessments or fees? unknown _____ yes _____ no
 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown _____ yes _____ no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
 The Seller has owned the property since _____ (date).
 The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date: _____
Elena Danishevskaya /CITY OF MT. MORRIS

Seller _____ Date: _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date: _____ Time _____

Buyer _____ Date: _____ Time _____

Disclaimer: This form is provided as a service of Michigan Realtors®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. Michigan Realtors® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.





**DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS**
(Page 1 of 3)



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licenced professionals for expert advice related to material matters that are not within the expertise of the licenced agent.
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through an execution of a limited service agreement. Only those services set forth in paragraph (2)(b),(c), and (d) above may be waived by the execution of a limited service agreement.

_____ Initials





**DISCLOSURE REGARDING REAL ESTATE
AGENCY RELATIONSHIPS**
(Page 2 of 3)



BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through an execution of a limited service agreement. Only those services set forth in paragraph (2)(b),(c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check One)

I hereby disclose that the agency status of the licensee named below is:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Seller's agent | <input type="checkbox"/> Seller's agent - limited service agreement |
| <input type="checkbox"/> Buyer's agent | <input type="checkbox"/> Buyer's agent - limited service agreement |
| <input type="checkbox"/> Dual agent | <input type="checkbox"/> Transaction coordinator |
| <input type="checkbox"/> None of the above | |

_____ Initials



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(Page 3 of 3)



AFFILIATED LICENSEE DISCLOSURE (Check One)

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to them before disclosure of confidential information.

Licensee **Dane Seltzer**

Date

ACKNOWLEDGEMENT

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information **THIS IS NOT A CONTRACT.**

Potential Buyer Seller (check one)

Date

Potential Buyer Seller (check one)

Date

(Page 3 of 3)

DISCLAIMER: This form is provided as a service of the Michigan Association of REALTORS(R). Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Michigan Association of REALTORS is not responsible for the use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

Property Address 0 RED MAPLE DR
Street
MT. MORRIS MICHIGAN 48458
City, Village, Township

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may reproduce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any know lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
Seller has no knowledge of lead-based paint and/or lead-based paint hazards in housing.

(b) Records and reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statement above are true and accurate.

Date: Seller(s)
Date:

II. Agent's Acknowledgment (initial)

_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Agent

Date: _____

III. Purchaser's Acknowledgment (initial)

_____ (a) Purchaser has received copies of all information listed above.

_____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

_____ (c) Purchaser has (check one below):

Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Purchaser(s)

Date: _____

Date: _____



SELLER SERVICE PLEDGE

We at CENTURY 21 Town & Country are dedicated to providing you with service that is professional, courteous and responsive in helping you market your property. To fulfill this commitment, we agree to perform the following services:

1. Provide a marketing plan for the property to include, as appropriate, recommended promotion and other activities, along with a schedule of events outlining those marketing steps mutually agreed upon.
2. Furnish a written Competitive Market Analysis to help you determine the most effective listing price for your property. This analysis may be updated to reflect changing market conditions.
3. Review various financing alternatives and assist you in determining those which best enhance the saleability of your property.
4. Provide the opportunity to purchase a Home Protection Plan.
5. Review local marketing customs, conditions and procedures, and make recommendations designed to enhance the marketability of your property.
6. Have the internationally recognized CENTURY 21 Town & Country sign installed on your property (with your permission and subject to local ordinances).
7. Expose your property to appropriate incoming transferees referred through CENTURY 21 Town & Country's Corporate Relocation Department and the CENTURY 21 VIP Referral System.
8. Provide weekly communication throughout the marketing period and discuss with you comments received about your property.
9. Show your property to qualified buyers.
10. Provide a VIP Referral Form (if appropriate), offering you the services of a CENTURY 21 office at your new destination to assist with your search for a new property.
11. Submit to you all written offers as presented; assist with negotiations; and provide an estimate of your Sellers Cash Proceeds worksheet prior to acceptance.
12. Upon acceptance of an offer by you, monitor pre-settlement activities throughout the closing process as permitted by law or local practice.
13. Will provide & review settlement documents prior to closing.

We appreciate your allowing us to help you with the marketing of your property. If at any time you have a concern, comment or suggestion, please contact:

Sales Manager JOHN GOINGS

CENTURY 21 Town & Country

Sales Associate Dane Seltzer

05/19/16
Date

Phone 586-286-6000

A copy of this SELLER SERVICE PLEDGE Certificate has been received.

Seller Elena Danishevskaya/CITY OF MT. MORRIS

Seller

0 RED MAPLE DR MT. MORRIS MI 48458
Property Address

Phone

CENTURY 21 TOWN & COUNTRY

39750 Garfield

CLINTON TWP MI 48038
586-286-6000
586-263-7840

ML# _____

PROPERTY SHOWING INSTRUCTIONS

Listing Agent Name: _____ Dane Seltzer _____

Property Address: _____ 0 RED MAPLE DR _____ MT. MORRIS MI 48458 _____

Price: _____ 196,000.00 _____ **List Date:** _____ 05/19/16 _____ **Exp. Date:** _____ 05/19/17 _____

Occupant's Name: _____ NONE _____

Home Phone #: _____ NONE _____

Work Phone # (if necessary): _____ NONE _____

Additional Phone # (if necessary): _____ NONE _____

Lockbox combination: _____ NONE _____

Do you want a sign ordered? Yes No

Is there a sprinkler system? Yes No

Did owner stake where the sign should go? Yes No

Please state if there are animals in the home, if they are caged or loose, what room they are in, are they friendly?, etc.

SPECIAL INSTRUCTIONS:

SHOW AND GO, VAC. LAND

Name & address for mailing ads. if different from above:

Elena Danishevskaya CITY MANAGER / CITY OF MT. MORRIS 810-686-2160

**CITY OF MT. MORRIS
RESOLUTION 16-29**

WHEREAS: The manager in negotiations with representatives of Local 1918, Chapter 4, Council 25, AFSCME-CIO has reached a tentative agreement with respect to the Collective Bargaining Agreement affecting DPW employees and has entered into a letter of understanding pursuant thereto, a copy of which is attached hereto; and

WHEREAS: This council does deem it appropriate to enter into the Collective Bargaining Agreement for a period of three (3) years commencing on July 1, 2016 and terminating on June 30, 2019 with such provisions as are hereinafter set forth,

NOW THEREFORE BE IT RESOLVED,

That this council does hereby approve the elements set forth in the attached letter of understanding executed on May 11, 2016 and does hereby direct the Manager to draft an appropriate amendment to the contract incorporating the said terms and conditions and does hereby authorize the City Manager to execute the same on behalf of the City.

Moved by Commission member _____, seconded by Commission member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held, May 23, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina Somers, City Clerk

AFSCME Local 1918.04 & City of Mt. Morris Tentative Agreement

May 11, 2016

Article 6. Job Security

The Superintendent can assist the bargaining unit with work as long as it does not affect any overtime for the bargaining unit employees or create erosion of the bargaining unit.

Article 8. Grievance Procedure

Step 1. Any employee having a grievance in connection with his/her employment shall present it to the **immediate supervisor** as follows:

Step 2a. A meeting between representatives of the Union and representatives of the Employer will be arranged to discuss the grievance or grievances with 5 **working** days from the date the grievance is received by the Employer's designated representative.

Article 9. Discharge and Discipline

On imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than **eighteen (18)** months previously nor impose discipline on an employee for errors or mistakes on his/her employment application.

Article 16. Recall Procedure

An employee shall have the right of recall status for, up to, **two (2)** years or equal to the amount of years of employment; whichever is less.

Article 23. Absent Leave

A full time employee will be allowed to be absent from work **one hundred (100) hours** during the City's Fiscal Year. Such leave will be available to the employee on July 1st of each year. Accordingly, absent leave will be prorated on all new hires and on termination at the rate of **ten (10) hours** per full calendar month of service. At the end of the each **fiscal** year employees will be paid for up to **sixty (60) hours** of unused time. Such leave shall not be used to precede or extend vacation or holiday leaves.

Employees absent due to illness shall give notice to their immediate supervisor of such illness at least 1 hour before their scheduled start and shall give the supervisor reasonable continuing information relative to the expected length of such absence. **However, in the case of emergencies, the employee will notify their immediate supervisor before the employee leaves the job site.**

Article 25. Longevity Bonus

Employees hired after July 1, 2016 will not receive longevity bonus.

Article 26. Working Hours

- A. Work Week Hours: The regular full working day shall consist of ten (10) consecutive hours per day from 6:00 a.m. to 4:30 a.m., Monday through Thursday with one-half (1/2) hour for lunch.

Article 27. Time and One-Half

B. Regular Shift Defined: A regular shift shall be **ten (10)** hours per day; forty (40) hours per week.

Article 28. Holiday Provisions

B. Holiday Falls on Weekend: If the holiday falls on a **Friday** or Saturday, the employees shall receive a compensatory day off on the first day they are scheduled to work preceding said **Friday** or Saturday. If the holiday falls on a Sunday, the employees shall receive a compensatory day off on the first day they are scheduled to work following said Sunday.

D. Personal Leave Days: **This section is deleted.**

Article 29. Vacations

A. Schedule: Employees shall be credited with paid vacation days on their anniversary date each year in accordance with the following table:

Hired prior to July 1, 2016:

After one year	56 hours	7 work days
After two years	80 hours	10 work days
After five years	120 Hours	15 work days
After eight years	160 hours	20 work days
After thirteen years	200 hours	25 work days
After eighteen years	240 hours	30 work days

Hired after July 1, 2016

After one year	40 hours
After two years	80 hours
After five years	120 hours
After ten years	160 hours
After fifteen years	200 hours

Article 38. Pay Rates

Effective July 1, 2016	3% Wage Increase
Effective July 1, 2017	Wage reopener for increase only
Effective July 1, 2018	Wage reopener for increase only

C. The city encourages employees to enhance their knowledge and take the testing for water certification license. The city will pay for the first test. If the employee must retake the test that employee is responsible for paying for any tests after the first. Employees holding a water license will receive an additional amount per hour based on the following scale:

S4 License \$.65
S3 License \$.75
S2 License \$1.00

D. Retirement

Cost of living adjustments of up to three percent (3%), rounded to four (4) decimal points, shall be made annually for the first (1st) five (5) years following an employee's retirement. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of one (1) full year of retirement.

Any employees hired after July 1, 2016 will not be included as a member of the Genesee County Retirement System. Any new employee will be offered a 401K retirement. The city will match the employee's contribution up to five percent (5%).

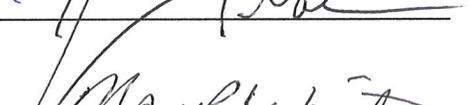
Article 40. Miscellaneous

Wherever the word "days" is used, it shall mean a normal business day of Monday through Thursday excluding legal or declared holidays on which the City is not conducting normal business.

Dated: 5/11/16

City of Mt. Morris
By: 

Dated: May 11, 2014

Local 1918, Chapter 4, Council 25
AFSCME-CIO
By: 
By: 
By: 