

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
October 24, 2016
7:00 P.M.**

- 1. MEETING CALLED TO ORDER:** Mayor Boyce A. Judkins
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES:** Regular meeting minutes from October 10, 2016.
- 6. COMMUNICATIONS:**
 - a. None.
- 7. APPROVAL OF WARRANT:** Approval of Warrant #16-23 in the amount of \$129,899.06.
- 8. BRIEF PUBLIC COMMENT**
- 9. UNFINISHED BUSINESS:**
 - a. None.
- 10. NEW BUSINESS:**
 - a. **RESOLUTION 16-58: Authorization of payment to Consumers Energy for granting of easements in connection with the Saginaw Street Water Main Improvements Project.**
 - b. Discussion on Community Room.
- 11. BRIEF PUBLIC COMMENT**
- 12. COUNCIL MEMBER AND STAFF COMMENTS**
- 13. ADJOURNMENT**

Per Rules of Order of the Mt. Morris City Council 3.11 (c) Persons addressing the Council shall limit their comments to not more than 5 minutes or other time set by the Chair. The Clerk will maintain the official time and notify the speakers when their time is up.

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

Council Minutes
October 10, 2016
Page Three.

City Attorney Charles Forrest gave Council an update on easements for the Saginaw St. road and water project. Council member Sullivan stated he would like to see a progress report of items needed, and completed for the Saginaw St. road and water project to be presented to Council.

Council member Roth discussed why he disagrees with crosswalks suggested at the last Council meeting, stating that it would push the school traffic to roads that do not have current sidewalks, and the cost of new signs.

Council member Young discussed the City of Mt. Morris Phaser report, neighborhood improvement authorities, and Aura Salon & Day Spa. Thanked the First Baptist Church for their donation to the Fire Department.

Council member Michaels stated he hopes to see everyone at the upcoming 150th fundraiser, and welcomed Chief Becker back.

Mayor Boyce A. Judkins Thanked Bill, and Dorothy Lindsey for the flag presented to the City, reminded everyone one of the 150 fundraiser taking place October 15, 2016 at the Masonic Temple, discussed unwrapped and how happy he is to see the event is going to continue.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **7:30 p.m.**

Kristina K. Somers, City Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Warrant #16-23

Date: 10/20/2016

Time: 12:39 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 | 162820117406 | November Health Ins Premium | 0 | 10/19/2016 | 10/19/2016 | 7,496.61 |
| | HUMANA INSURANCE COMF | 182087531 | November Vision/Dental | 0 | 10/19/2016 | 10/19/2016 | 1,122.62 |
| | MML WORKER'S COMP FUN | 6717204 | Installment #3 Policy Premium | 0 | 10/20/2016 | 10/20/2016 | 2,606.00 |
| | UNUM LIFE INSURANCE CO. | J7-12400 04 N | Nov. Life & Disability Ins | 0 | 10/19/2016 | 10/19/2016 | 750.18 |
| | | | | | | | 11,975.41 |
| 101-000.000-256.000 | DEPOSITS F | | | | | | |
| | FORSTER/PATRICIA// | | Key deposit refund | 0 | 10/19/2016 | 10/19/2016 | 25.00 |
| | | | | | | | 25.00 |
| Total Dept. 000000: | | | | | | | 12,000.41 |
| Dept: 190.000 ELECTIONS | | | | | | | |
| 101-190.000-740.000 | OPERATING | | | | | | |
| | FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 5.99 |
| | | | | | | | 5.99 |
| Total Dept. ELECTIONS: | | | | | | | 5.99 |
| Dept: 212.000 ACCOUNTANT | | | | | | | |
| 101-212.000-801.000 | PROFESSIC | | | | | | |
| | PLANTE & MORAN | 1372525 | Year End Audit | 0 | 10/19/2016 | 10/19/2016 | 23,500.00 |
| | | | | | | | 23,500.00 |
| Total Dept. ACCOUNTANT: | | | | | | | 23,500.00 |
| Dept: 215.000 ADMINISTRATION | | | | | | | |
| 101-215.000-740.000 | OPERATING | | | | | | |
| | FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 46.06 |
| | | | | | | | 46.06 |
| 101-215.000-825.000 | MAINTENAN | | | | | | |
| | BRADY'S BUSINESS SYSTEI | 154100 | Copier Maintenance - October | 0 | 10/19/2016 | 10/19/2016 | 13.90 |
| | PITNEY BOWES/// | 3301842111 | Sept Postage Machine Lease | 0 | 10/19/2016 | 10/19/2016 | 291.66 |
| | | | | | | | 305.56 |
| 101-215.000-850.000 | COMMUNIC. | | | | | | |
| | COMCAST | 46674575 | Monthly Charges | 0 | 10/19/2016 | 10/19/2016 | 123.87 |
| | | | | | | | 123.87 |
| 101-215.000-874.000 | RETIREE IN | | | | | | |
| | BLUE CARE NETWORK | 162820117406 | November Health Ins Premium | 0 | 10/19/2016 | 10/19/2016 | 5,199.43 |
| | GENESEE COUNTY TREASL | CON 4282 | September LINA | 0 | 10/19/2016 | 10/19/2016 | 20.90 |
| | | | | | | | 5,220.33 |
| 101-215.000-990.000 | DEBT SERV | | | | | | |
| | US BANK EQUIPMENT FINA | 315147520 | Nov. Copier Lease | 0 | 10/19/2016 | 10/19/2016 | 33.00 |
| | | | | | | | 33.00 |
| Total Dept. ADMINISTRATION: | | | | | | | 5,728.82 |
| Dept: 253.000 TREASURER | | | | | | | |
| 101-253.000-825.000 | MAINTENAN | | | | | | |
| | BRADY'S BUSINESS SYSTEI | 154100 | Copier Maintenance - October | 0 | 10/19/2016 | 10/19/2016 | 13.90 |
| | | | | | | | 13.90 |
| 101-253.000-959.000 | MEMBERSH | | | | | | |
| | FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 145.00 |
| | | | | | | | 145.00 |
| Total Dept. TREASURER: | | | | | | | 158.90 |

INVOICE APPROVAL LIST BY FUND REPORT

Warrant #16-23

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CITY OF MT.MORRIS

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|---|---|-----------------------|----------------------------|---------|------------|--------------|-----------------|
| Dept: 265.000 CITY HALL & GROU | | | | | | | |
| 101-265.000-740.000 | OPERATING MENARDS - CLIO | 24484 | Supplies | 0 | 10/19/2016 | 10/19/2016 | 36.42 |
| | | | | | | | 36.42 |
| 101-265.000-920.000 | PUBLIC UTIL CITY OF MT. MORRIS | | Sep. Utilities | 0 | 10/19/2016 | 10/19/2016 | 30.53 |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 676.80 |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 22.59 |
| | | | | | | | 729.92 |
| Total Dept. CITY HALL & GROUNDS: | | | | | | | 766.34 |
| Dept: 269.000 OTHER CITY PROF | | | | | | | |
| 101-269.000-920.000 | PUBLIC UTIL CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 32.31 |
| | | | | | | | 32.31 |
| Total Dept. OTHER CITY PROPERTY: | | | | | | | 32.31 |
| Dept: 305.000 POLICE DEPARTM | | | | | | | |
| 101-305.000-740.000 | OPERATING FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 129.98 |
| | | | | | | | 129.98 |
| 101-305.000-745.000 | GAS & FUEL MICHIGAN PETROLEUM TEC | 340600 | Unleaded Fuel | 0 | 10/20/2016 | 10/20/2016 | 798.42 |
| | | | | | | | 798.42 |
| 101-305.000-825.000 | MAINTENAN GENESEE COUNTY 9-1-1 | 804 | LGNET/VPN PD | 0 | 10/20/2016 | 10/20/2016 | 340.86 |
| | | | | | | | 340.86 |
| 101-305.000-850.000 | COMMUNIC, COMCAST | 46674575 | Monthly Charges | 0 | 10/19/2016 | 10/19/2016 | 70.78 |
| | | | | | | | 70.78 |
| 101-305.000-930.000 | REPAIR & M LOUIES TOWING & SERVICE | 27645/27799/27792 | Tow Services | 0 | 10/19/2016 | 10/19/2016 | 374.22 |
| | LOUIES TOWING & SERVICE | 27645/27799/27792 | Tow Services | 0 | 10/19/2016 | 10/19/2016 | 899.17 |
| | LOUIES TOWING & SERVICE | 27645/27799/27792 | Tow Services | 0 | 10/19/2016 | 10/19/2016 | 178.55 |
| | RANDY WISE CHEVROLET | 16076683/1 | Oil Service/Repair | 0 | 10/19/2016 | 10/19/2016 | 68.88 |
| | | | | | | | 1,520.82 |
| Total Dept. POLICE DEPARTMENT: | | | | | | | 2,860.86 |
| Dept: 336.000 FIRE DEPARTMEN | | | | | | | |
| 101-336.000-714.800 | FRINGE BENEFIT LINCOLN NATIONAL LIFE INSURANCE | INF-SAMOUN-BL-1145264 | Nov. Firefighter Life Ins. | 0 | 10/19/2016 | 10/19/2016 | 76.60 |
| | | | | | | | 76.60 |
| 101-336.000-740.000 | OPERATING DOUGLASS SAFETY SYSTEMS | 39116 | SCBA Face Piece - FD | 0 | 10/19/2016 | 10/19/2016 | 129.29 |
| | | | | | | | 129.29 |
| 101-336.000-745.000 | GAS & FUEL MICHIGAN PETROLEUM TEC | 340600 | Unleaded Fuel | 0 | 10/20/2016 | 10/20/2016 | 16.20 |
| | MICHIGAN PETROLEUM TEC | 340601 | Diesel Fuel | 0 | 10/20/2016 | 10/20/2016 | 172.79 |
| | | | | | | | 188.99 |
| 101-336.000-850.000 | COMMUNIC, COMCAST | 46674575 | Monthly Charges | 0 | 10/19/2016 | 10/19/2016 | 35.39 |
| | | | | | | | 35.39 |
| 101-336.000-940.000 | RENTAL | | | | | | |

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CITY OF MT.MORRIS

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|--------------------------------------|--------------------------|--------------------|-------------------------|---------|------------|--------------|---|
| | FAIRHAVEN AUTO PARTS | 1-123366 | Supplies- FD | 0 | 10/19/2016 | 10/19/2016 | 13.93 |
| | | | | | | | 13.93 |
| | | | | | | | Total Dept. FIRE DEPARTMENT: 444.20 |
| Dept: 441.000 PUBLIC WORKS | | | | | | | |
| 101-441.000-740.000 | OPERATING | | | | | | |
| | LONNIE'S SMALL ENGINE RI | 100116-1 | Gas Cap - DPW | 0 | 10/19/2016 | 10/19/2016 | 9.45 |
| | | | | | | | 9.45 |
| 101-441.000-745.000 | GAS & FUEL | | | | | | |
| | MICHIGAN PETROLEUM TEC | 340600 | Unleaded Fuel | 0 | 10/20/2016 | 10/20/2016 | 2.71 |
| | MICHIGAN PETROLEUM TEC | 340601 | Diesel Fuel | 0 | 10/20/2016 | 10/20/2016 | 188.03 |
| | | | | | | | 190.74 |
| 101-441.000-920.000 | PUBLIC UTII | | | | | | |
| | CITY OF MT. MORRIS | | Sep. Utilities | 0 | 10/19/2016 | 10/19/2016 | 27.90 |
| | | | | | | | 27.90 |
| 101-441.000-922.000 | STREET LIG | | | | | | |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 3,829.18 |
| | | | | | | | 3,829.18 |
| 101-441.000-970.000 | CAPITAL OU | | | | | | |
| | JOHN DEERE FINANCIAL | 1751643 | September Lease Payment | 0 | 10/19/2016 | 10/19/2016 | 278.47 |
| | | | | | | | 278.47 |
| | | | | | | | Total Dept. PUBLIC WORKS: 4,335.74 |
| Dept: 738.000 LIBRARY | | | | | | | |
| 101-738.000-920.000 | PUBLIC UTII | | | | | | |
| | CITY OF MT. MORRIS | | Sep. Utilities | 0 | 10/19/2016 | 10/19/2016 | 39.12 |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 381.34 |
| | | | | | | | 420.46 |
| | | | | | | | Total Dept. LIBRARY: 420.46 |
| | | | | | | | Total Fund General: 50,254.03 |
| Fund: 202 Major Street | | | | | | | |
| Dept: 463.000 STREET ROUTINE | | | | | | | |
| 202-463.000-740.000 | OPERATING | | | | | | |
| | WIRT SAGINAW STONE DOC | 58394/58395/653558 | Cold Patch/Stone Mix | 0 | 10/20/2016 | 10/20/2016 | 422.02 |
| | | | | | | | 422.02 |
| | | | | | | | t. STREET ROUTINE MAINTENANCE: 422.02 |
| Dept: 474.000 TRAFFIC SERVICE | | | | | | | |
| 202-474.000-920.000 | PUBLIC UTII | | | | | | |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 160.56 |
| | | | | | | | 160.56 |
| | | | | | | | Total Dept. TRAFFIC SERVICES: 160.56 |
| Dept: 478.000 WINTER MAINTEN. | | | | | | | |
| 202-478.000-740.000 | OPERATING | | | | | | |
| | COMPASS MINERALS AMER | 71537757 | Bulk Highway Coarse | 0 | 10/19/2016 | 10/19/2016 | 3,001.93 |
| | | | | | | | 3,001.93 |
| | | | | | | | Total Dept. WINTER MAINTENANCE: 3,001.93 |
| | | | | | | | Total Fund Major Street: 3,584.51 |

Fund: 203 Local Street

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CITY OF MT.MORRIS

| Fund/Dept/Acct | Vendor Name | Invoice # | Invoice Desc. | Check # | Due Date | Posting Date | Amount |
|---------------------------------------|-------------------------|--------------------|------------------------------|---------|------------|--------------|------------------|
| Dept: 463.000 STREET ROUTINE | | | | | | | |
| 203-463.000-740.000 OPERATING | | | | | | | |
| | WIRT SAGINAW STONE DOC | 58394/58395/653558 | Cold Patch/Stone Mix | 0 | 10/20/2016 | 10/20/2016 | 255.43 |
| | | | | | | | 255.43 |
| t. STREET ROUTINE MAINTENANCE: | | | | | | | 255.43 |
| Total Fund Local Street: | | | | | | | 255.43 |
| | | | | | | | |
| Fund: 275 Housing Development | | | | | | | |
| Dept: 728.000 ECONOMIC DEVEL | | | | | | | |
| 275-728.000-740.000 OPERATING | | | | | | | |
| | MARK'S PAVING, INC. | | Pavement Patching | 0 | 10/19/2016 | 10/19/2016 | 22,792.22 |
| | | | | | | | 22,792.22 |
| al Dept. ECONOMIC DEVELOPMENT: | | | | | | | 22,792.22 |
| Housing Development Fund: | | | | | | | 22,792.22 |
| | | | | | | | |
| Fund: 276 Downtown Developme | | | | | | | |
| Dept: 103.000 AUTHORITY BOAR | | | | | | | |
| 276-103.000-740.000 OPERATING | | | | | | | |
| | GENESEE COUNTY HERALD | 17770 | Banner Bracket - DPW | 0 | 10/19/2016 | 10/19/2016 | 90.00 |
| | | | | | | | 90.00 |
| Total Dept. AUTHORITY BOARD: | | | | | | | 90.00 |
| rn Development Authority: | | | | | | | 90.00 |
| | | | | | | | |
| Fund: 591 Water Fund | | | | | | | |
| Dept: 000.000 | | | | | | | |
| 591-000.000-255.000 WATER DEF | | | | | | | |
| | CITY OF MT. MORRIS | | Final Bill/Deposit | 0 | 10/19/2016 | 10/19/2016 | 180.26 |
| | CITY OF MT. MORRIS | | Final Bill/Deposit | 0 | 10/19/2016 | 10/19/2016 | 224.73 |
| | FISHER/ROBERT// | | Balance Due/Water Deposit | 0 | 10/19/2016 | 10/19/2016 | 25.27 |
| | LONG/CRYSTAL// | | Refund Water Deposit | 0 | 10/19/2016 | 10/19/2016 | 69.74 |
| | | | | | | | 500.00 |
| Total Dept. 000000: | | | | | | | 500.00 |
| | | | | | | | |
| Dept: 215.000 ADMINISTRATION | | | | | | | |
| 591-215.000-740.000 OPERATING | | | | | | | |
| | FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 46.06 |
| | | | | | | | 46.06 |
| 591-215.000-825.000 MAINTENAN | | | | | | | |
| | BRADY'S BUSINESS SYSTEI | 154100 | Copier Maintenance - October | 0 | 10/19/2016 | 10/19/2016 | 13.90 |
| | | | | | | | 13.90 |
| 591-215.000-850.000 COMMUNIC, | | | | | | | |
| | COMCAST | 46674575 | Monthly Charges | 0 | 10/19/2016 | 10/19/2016 | 61.95 |
| | | | | | | | 61.95 |
| 591-215.000-874.000 RETIREE IN | | | | | | | |
| | BLUE CARE NETWORK | 162820117406 | November Health Ins Premium | 0 | 10/19/2016 | 10/19/2016 | 570.60 |
| | GENESEE COUNTY TREASL | CON 4282 | September LINA | 0 | 10/19/2016 | 10/19/2016 | 10.45 |
| | | | | | | | 581.05 |
| 591-215.000-990.000 DEBT SERV | | | | | | | |
| | US BANK EQUIPMENT FINAN | 315147520 | Nov. Copier Lease | 0 | 10/19/2016 | 10/19/2016 | 33.00 |
| | | | | | | | 33.00 |

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|---|--------------------------|--------------------|------------------------------|---------|------------|--------------|------------------|
| Total Dept. ADMINISTRATION: | | | | | | | 735.96 |
| Dept: 537.000 WATER DISTRIBUTION | | | | | | | |
| 591-537.000-745.000 | GAS & FUEL | | | | | | |
| | MICHIGAN PETROLEUM TEC | 340600 | Unleaded Fuel | 0 | 10/20/2016 | 10/20/2016 | 82.81 |
| | MICHIGAN PETROLEUM TEC | 340601 | Diesel Fuel | 0 | 10/20/2016 | 10/20/2016 | 655.60 |
| | | | | | | | 738.41 |
| 591-537.000-920.000 | PUBLIC UTIL | | | | | | |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 27.58 |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 27.30 |
| | CONSUMERS ENERGY | | September Utilities | 0 | 10/20/2016 | 10/20/2016 | 44.23 |
| | | | | | | | 99.11 |
| 591-537.000-921.000 | COST OF SE | | | | | | |
| | GENESEE COUNTY DRAIN C | W57 MM1016 | September Water Usage | 0 | 10/19/2016 | 10/19/2016 | 44,195.40 |
| | | | | | | | 44,195.40 |
| 591-537.000-930.000 | REPAIR & M | | | | | | |
| | ROD'S MOBILE TIRE SERVIC | 3058 | Backhoe #1 Tires - DPW | 0 | 10/19/2016 | 10/19/2016 | 719.00 |
| | | | | | | | 719.00 |
| 591-537.000-995.100 | DEBT INTEF | | | | | | |
| | US BANK | M15705001 | Interest Payment | 0 | 10/19/2016 | 10/19/2016 | 4,687.50 |
| | | | | | | | 4,687.50 |
| Total Dept. WATER DISTRIBUTION: | | | | | | | 50,439.42 |
| Dept: 539.000 WATER REPAIR | | | | | | | |
| 591-539.000-740.000 | OPERATING | | | | | | |
| | WIRT SAGINAW STONE DOC | 58394/58395/653558 | Cold Patch/Stone Mix | 0 | 10/20/2016 | 10/20/2016 | 339.05 |
| | | | | | | | 339.05 |
| Total Dept. WATER REPAIR: | | | | | | | 339.05 |
| Total Fund Water Fund: | | | | | | | 52,014.43 |
| Fund: 592 Sewer Fund | | | | | | | |
| Dept: 215.000 ADMINISTRATION | | | | | | | |
| 592-215.000-740.000 | OPERATING | | | | | | |
| | FIRSTMERIT BANKCARD CT | | Supplies/Membership | 0 | 10/19/2016 | 10/19/2016 | 46.06 |
| | | | | | | | 46.06 |
| 592-215.000-825.000 | MAINTENAN | | | | | | |
| | BRADY'S BUSINESS SYSTEI | 154100 | Copier Maintenance - October | 0 | 10/19/2016 | 10/19/2016 | 13.90 |
| | | | | | | | 13.90 |
| 592-215.000-850.000 | COMMUNIC, | | | | | | |
| | COMCAST | 46674575 | Monthly Charges | 0 | 10/19/2016 | 10/19/2016 | 61.95 |
| | | | | | | | 61.95 |
| 592-215.000-874.000 | RETIREE IN | | | | | | |
| | BLUE CARE NETWORK | 162820117406 | November Health Ins Premium | 0 | 10/19/2016 | 10/19/2016 | 570.60 |
| | GENESEE COUNTY TREASL | CON 4282 | September LINA | 0 | 10/19/2016 | 10/19/2016 | 10.45 |
| | | | | | | | 581.05 |
| 592-215.000-990.000 | DEBT SERV | | | | | | |
| | US BANK EQUIPMENT FINAN | 315147520 | Nov. Copier Lease | 0 | 10/19/2016 | 10/19/2016 | 33.00 |
| | | | | | | | 33.00 |
| Total Dept. ADMINISTRATION: | | | | | | | 735.96 |
| Dept: 538.000 SEWER REPAIR | | | | | | | |
| 592-538.000-740.000 | OPERATING | | | | | | |

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|----------------|------------------------|--------------------|----------------------|---------|------------|----------------------------------|-------------------|
| | WIRT SAGINAW STONE DOC | 58394/58395/653558 | Cold Patch/Stone Mix | 0 | 10/20/2016 | 10/20/2016 | 172.48 |
| | | | | | | | <u>172.48</u> |
| | | | | | | Total Dept. SEWER REPAIR: | 172.48 |
| | | | | | | Total Fund Sewer Fund: | 908.44 |
| | | | | | | Grand Total: | 129,899.06 |

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

**CITY OF MT. MORRIS CITY COUNCIL
RESOLUTION NO. 16-58**

WHEREAS, the city’s engineer, Rowe Professional Services Company, has negotiated with Consumers Energy Company with respect to the granting of an easement for the Water Main Project, and;

WHEREAS, after lengthy negotiations Consumers Energy Company has agreed to grant a Water Main easement over property set forth in said easement, a copy of which is attached hereto and made a part of this Resolution for the sum of \$4,000.00, and;

WHEREAS, the said Water Main easement has been approved as to form and substance by the engineers, the city staff, and the city attorney and determinations have been made that the city can comply with the requirements set forth in said Water Main easement including insurance and indemnity requirements, and that said easement will accommodate the city’s requirements with respect to the installation, operation, maintenance and repair of the Water Main,

NOW THEREFORE BE IT RESOLVED that this Council does hereby authorize and direct Vicki Fishell, Interim City Manager, to execute the same on behalf of the city and does hereby authorize the payment of \$4,000.00 for said grant of easement,

BE IT FURTHER RESOLVED that the city staff and the engineers are directed to take any and all actions necessary in implementation hereof.

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, October 24, 2016 at 7p.m.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

WATER MAIN EASEMENT

Genesee MI 23855

THIS WATER MAIN EASEMENT (the "Easement") is made as of _____, 2016, between **Consumers Energy Company**, a Michigan corporation (formerly known as Consumers Power Company, a Michigan corporation), with an office located at One Energy Plaza, Jackson, Michigan 49201, ("Grantor"), and the **City of Mt. Morris**, a Michigan municipal corporation, with an office located at 11649 N. Saginaw Street, Mt. Morris, Michigan 48458, ("Grantee").

WITNESSED: Grantor, for and in consideration of the sum of \$4,000.00, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto the Grantee and to its successors and assigns, forever, an easement for one 12" ductile iron, class 54 water main under and across certain land (the "Easement Area") in the City of Mt. Morris, County of Genesee and State of Michigan, known and described as follows:

A 30.00 foot wide strip of land located in the Northeast 1/4 of the Southwest 1/4 of Section 12, T8N, R6E, City of Mt. Morris, Genesee County, Michigan described as: Beginning at a point which is the following two (2) courses from the South 1/4 corner of said section 12, 1) North 00°38'04" West, along the North and South 1/4 line of said section, 1337.71 feet and 2) South 89°09'14" West along the South line of the Northeast 1/4 of the Southwest 1/4 of said section and the South line of Consumers Energy fee strip, 138.18 feet; thence continuing South 89°09'14" West along said South line, 30.00 feet; thence North 00°50'46" West, 132 feet to the North line of Consumers Energy fee strip; thence North 89°09'14" East along said North line, 30.00 feet; thence South 00°50'46" East, 132.00 feet to the Point of Beginning.

This Easement is conveyed solely for the operation, maintenance, repair, replacement, and use of one (1) existing 12" ductile iron, class 54 water main (the "Facilities") installed and maintained at a depth of 5 feet below grade, sufficient so as to prevent damage to the Facilities by utility vehicles driven or operated on the surface directly above the Facilities.

This Easement is given by Grantor subject to the following express conditions and reservations:

1. The Easement and rights granted herein are non-exclusive. Grantor reserves the right to use the Easement Area and allow others to use the Easement Area in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement.
2. All operation, use, maintenance and repair (including by replacement) of the Facilities shall comply with the following conditions, limitations, and requirements:
 - a. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation on the Easement in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

- b. No excavation, drilling or boring shall be done, that in any way impairs or interferes with Grantor's access to its facilities. Any temporary change in grade created by excavation shall be filled and such fill shall be compacted such that no pockets are created and compacted to an extent so as to not interfere with the ability of Grantor's vehicles to traverse any portion of the Easement Area.
 - c. No work performed by Grantee shall in any way affect or interrupt the continuity of service provided by the utility facilities (excepting the Facilities) now or hereafter located on Grantor's land.
 - d. Grantee shall take appropriate measures to prevent erosion during work within the Easement Area and shall re-seed all disturbed areas with warm season grasses after construction is complete.
 - e. Grantee may trim or remove trees and vegetation in the Easement Area for purposes of water main operation and maintenance. Grantor further reserves the right to control, trim or remove any trees or other forest products now or hereafter.
 - f. Grantee shall give Grantor written notice of any non-emergency excavation, construction work, tree trimming or removal work that Grantee performs in the Easement Area. Such notice shall be sent to Grantor's Real Estate Easement Grant Coordinator at least 5 business days in advance of the commencement of such work. In the case of emergency work, Grantee shall notify Grantor's Real Estate Easement Grant Coordinator of such work as soon as is reasonably practicable.
 - g. Following any work within the Easement Area, Grantee shall repair any damage to the Easement Area and restore the Easement Area as nearly as is practicable to the condition in which it existed prior to such damage.
 - h. Grantee shall install permanent above ground markers identifying the route of any of Grantee's below grade facilities along the entire route and any crossing locations thereof across Grantor's land and adjacent to each of Grantor's facilities. Grantor shall not be responsible for any damage to Grantee's unmarked below grade facilities.
 - i. Grantor shall be notified as soon as possible to any environmental spill or any other event on Grantor's property that may cause harm to the environment. In the event of a Contamination Event, Grantor's Real Estate Easement Grant Coordinator shall be contacted as soon as possible and documentation of the event shall be provided as requested.
 - j. Cranes, shovels, drilling rigs or other construction equipment operated under any electric facilities shall maintain a separation from Grantor's facilities of fifteen (15) feet or OSHA/MIOSHA required separation, whichever separation is larger. No dump trucks shall lift their beds under any electric lines that cross over the Easement Strip.
 - k. No digging shall be done within 10 feet of any power pole, tower leg, or guy wire without Grantor's prior consent. Grantee shall contact Grantor's Real Estate Easement Grant Coordinator for such consent at least 72 hours in advance of digging in proximity to any utility structure. If Grantor consents to such digging, any such digging shall be subject to Grantor's specifications, including but not limited to sheeting and/or boxing during digging.
3. Grantee shall perform all work in connection with the Easement in compliance with all federal, state and local laws respecting such work, including, but not limited to the acquisition of soil erosion and sedimentation control permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such licenses and/or permits to Grantor.
4. Grantee shall not: a) erect any buildings or structures (other than the Facilities) on Grantor's land; b) store any materials or fill in, on, or under said land, either temporarily or permanently, or within twenty (20) feet of any electric tower or pole; c) permanently change the grade on Grantor's land; or d) plant any trees on Grantor's land.

5. Grantee agrees that any and all costs for the maintenance and repair (including by replacement) of its water main shall be the sole responsibility of Grantee. In case Grantor, its successors or assigns, shall find it necessary to incur any additional expense by reason of the location of Grantee's water main upon the premises, Grantee shall thereupon reimburse Grantor, its successors and assigns for such additional expense so incurred.

6. Grantee shall indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, parent corporation, successors, and assigns harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of injuries or damages to persons or property or both arising directly or indirectly out of the use of Grantor's land pursuant to this Easement, including but not limited to claims arising out of Grantee's negligence, Grantor's and Grantee's concurrent negligence, or any other person's negligence, excepting only Grantor's sole negligence. The terms of the paragraph shall survive the termination of this Easement.

7. Grantee shall require all of its contractors and the subcontractors who perform work on Grantor's land to assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors and employees, arising in connection with or as a direct or indirect result of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due to Grantee's negligence, Grantor's negligence, the negligence of any such contractor or subcontractor, the negligence of both parties or the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise, excepting only Grantor's sole negligence. The provisions of this paragraph shall survive the termination of this Easement.

8. Grantee shall, at its own expense, procure, maintain and keep in effect during the term of this Easement, a Commercial General Liability Insurance Policy or a Personal Liability Insurance Policy, satisfactory to Grantor in form and substance, with a minimum combined bodily injury and property damage single limit of One Million Dollars (\$1,000,000) per occurrence. Such policies shall include Grantor as an additional insured, be primary and noncontributory to any insurance maintained by Grantor and shall also include coverage for explosion, collapse and underground property damage hazards (commonly known as "XCU"). At the time this Easement is executed, Grantee shall provide Grantor with a Certificate of Insurance evidencing such insurance coverage as provided for herein and evidence of any renewals thereof. On or before the insurance policy renewal date, Grantee shall be required to submit to Grantor's Corporate Insurance Department, EP10-243, One Energy Plaza, Jackson, Michigan 49201-2276, a standard industry ACORD Form Certificate of Liability Insurance or any other form approved by Grantor's Corporate Insurance Department. Grantee shall notify Grantor in writing immediately upon Grantee's receipt of any notice of cancellation of the insurance coverage required in this Easement. Further, it shall be the responsibility of Grantee to ensure that Grantee's contractors procure, maintain and keep in effect during the term of any construction, or any maintenance periods thereof, a Commercial General Liability Insurance policy equivalent to that described above. Such insurance shall also name Grantor as additional insured. With respect to damage to Grantee's and its contractors property used on Grantor's land, Grantee and its contractors hereby agree to waive their rights of recovery against Grantor and if such property is insured to waive the insurer's right to subrogation. It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release Grantee's liability under the indemnity provisions as provided herein. All information sent to Grantor pursuant to this paragraph shall contain the designation "Genesee MI 23855".

9. In the event that Grantee's use of Grantor's land pursuant to this Easement, at any time, results in the presence on or under Grantor's land (which shall include, but not limited to the groundwater underlying Grantor's land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state or local governmental agency of political subdivision, and 2) all actions that are necessary to restore Grantor's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

The actions required by Grantee shall include, but not be limited to; a) the investigation of the environmental condition of Grantor's land, b) the preparation of any feasibility studies, reports or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off Grantor's land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's land, without Grantor's prior written approval and permission.

10. Grantee shall indemnify, defend and hold Grantor, its officers, employees, agents, affiliates and parent corporation harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances and liens arising out of; a) the presence on or beneath Grantor's land, including, but not limited to the groundwater underlying Grantor's land, of contaminants, hazardous waste, hazardous substances or constituents or toxic substances, as currently or hereafter defined in applicable laws, as a result of the use of Grantor's land pursuant to the Easement; b) Grantee's violation or alleged violation of any federal, state or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement. The provisions of this paragraph shall survive the term or termination of this Easement.

11. This Easement is granted by Grantor subject to any licenses, leases, easements or other interest in Grantor's land previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, whether or not of record. Grantee is solely responsible for complying with any applicable requirements, including notice and consent requirements of such licenses, leases, easements and other interests.

12. Grantor shall not be required to incur any cost or expense as a result of the use of Grantor's land pursuant to this Easement. Grantee shall reimburse Grantor for any increase in property taxes assessed as a result of Grantee's use of the land pursuant to this Easement. Grantee shall be responsible for all personal property taxes assessed against its improvements located within the Easement Area.

13. If Grantee abandons any part of the Easement, then within three (3) months after the abandonment, Grantee must restore the abandoned property as nearly as possible to its original condition and give Grantor a written recordable document concerning such abandonment.

14. The covenants and agreements set forth in this Easement shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of the parties.

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the _____ day of _____, 2016.

City of Mt. Morris,
a Michigan municipal corporation

By: _____
Vicki Fishell
Interim City Manager

Acknowledged before me in _____ County, Michigan on the _____ day of _____, 2016, by Vicki Fishell, Interim City Manager of the City of Mt. Morris, a Michigan municipal corporation, for the corporation.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

Consumers Energy Company

By: _____
Terri R. Melchiori
Real Estate Asset Manager

Acknowledged before me in Jackson County, Michigan on the _____ day of _____, 2016, by Terri R. Melchiori, Real Estate Asset Manager of Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

Prepared by:
Lori A. Howe – EP7-424
Consumers Energy Company
One Energy Plaza
Jackson, Michigan 49201

After recording, return to:
Carrie Main – EP7-471
Consumers Energy Company
One Energy Plaza
Jackson, Michigan 49201

**CITY OF MT. MORRIS
THE A.J. LAFURGEY
COMMUNITY ROOM
UTILIZATION POLICY**

1.) PURPOSE

The purpose of this policy is to set forth how the City allocates the use of the Community Room (the “Room”) both by user and frequency of use, enforces those policies and provides for administrative hearings for those who do not feel they were treated fairly or in accordance with this policy. The intent is to provide a low cost facility for the City’s many residents, taxpayers and organizations, ensure them the greatest access practicable, hold them responsible for the maintenance and cleanliness of the facility, and be a good neighbor to the surrounding area.

2.) RESPONSIBILITY

The City Manager (the “Manager”) is primarily responsible for the administration of this policy. When directed by this Policy or Ordinance, appeals from the Manager’s decisions may be heard by the City Council. *The Manager shall be allowed to make changes to this policy as the need for change occurs.*

The renter indemnifies the City of Mt. Morris and its members or agents against all liability to persons or property on the premises known as The A.J. LaFurgey Community Room.

3.) ELIGIBLE USERS

The following are the individuals and organizations that may use the Room:

- a. City Residents: Those who reside within the City Limits of Mt. Morris.
- b. Non-City Residents: Those who reside outside the City Limits of Mt. Morris.
- c. City Taxpayers: Those who have incurred a real or personal property tax bill at the time of application.

- d. City Employees: Those who are employed by the City of Mt. Morris at the time of application.
- e. Service Groups/City Based: Service organizations that are based in the City of Mt. Morris such as Kiwanis, Lions, Scout Troops and the like. Proof of being city based may include Articles of Incorporation which include a majority of the organizations board or officers as City Residents or Taxpayers or the organization's Charter which spells out as its primary focus service to the residents of the City of Mt. Morris.
- f. Service Groups: Service organizations which may be based outside the City of Mt. Morris but serve the residents of the City. Proof of serving the City may include the organization's charter which spells out that the City of Mt. Morris is within its service area, membership rosters showing a substantial portion of the membership comes for the City or events calendars showing a substantial number of activities and events occur within or benefit the City.
- g. Government Agencies: Government agencies are local, state, federal and school districts and/or their affiliated groups, i.e. Heart of Seniors, Census Bureau, etc.
- h. Non-profit and Organized Groups: Loose associations of people, which are not chartered or incorporated, which meet for a single recreational or social purpose uniting them – i.e. sports organizations, amateur radio enthusiasts, antique car clubs and the like – where the majority of the users are from categories a. b. and c. above.

Non-profit organizations must provide their 501 C license.

4.) INELIGIBLE USES

The Room may not be used for the solicitation of sales or services. The actual sale of product or services or the distribution of product or services by for profit individuals, business or organizations.

This is not meant to eliminate the use of the Room for such solicitations, sales or distributions by non-profit, government or service organizations or agencies. This is which are owned by residents for such incidental uses as recruitment and interviews of personal, employee retreats, planning sessions, seminars and the like.

5.) TIME SLOTS FOR USE OF THE FACILITY

There are three basic time slots that may be requested for the use of the Room:

- a. Weekend and Holiday: The Room is allotted for the entire day on Saturdays, Sundays and the following Legal Holidays:

| | |
|------------------------|---------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving |
| July 4 th | Christmas |

- b. Night: The Room is allotted for an evening slot until Midnight.
- c. Day: The Room is allotted for such times as the City of Mt. Morris shall determine are reasonable to ensure the applicant has the ability to fully conduct their event or program but does not infringe on other Eligible Users to the point of restricting the use of the Room.

6.) CONDITION AND TIMES FOR VACATING THE ROOM

- a. All users are expected to use the Room in a manner that does not cause excessive wear and tear, damage the Room and its furnishings, and are suitable for the incoming user. Users are to notify the City if it finds the Room in less than acceptable condition or of any damage that might have occurred during their use of the Room. The intent of this is not necessarily to hold users responsible for every repair or corrective action but rather to allow the City to react promptly to make repairs and to follow-up on users that might honored these rules.

Decorations, if used will be put up with tape only. No nailing, stapling, or tacking will be allowed inside or on the outside of the building.

- b. The Room is to be left vacant of all users, cleaned, and locked by the following times depending upon the time slot which was requested as follows:

- i. Weekend and Night: Midnight
- ii. Day: One half hour after the time slot requested.

7.) FEE

There will be a \$100 per year fee for Service Groups, Organized Groups, and Non-Profit Groups (See Eligible Users on pages 1-2), and a \$125 per year fee for all For-Profit groups. There will be a \$100 per day fee for residents who live in the City of Mt. Morris, and a \$175 per day fee for non-residents of the City of Mt. Morris. A \$25 key deposit is included in the rental fee, and will be refunded if the community room key is returned the next business day after rental. The Manager shall reserve the right to waive this user fee for non-profit organizations, service groups, and government agencies that apply to use the room.

The fee will be refunded if the user cancels the use of the room, provided that the cancellation occurs two weeks prior to the date of use.

8.) SCHEDULE YEAR FOR THE ROOM

The Room shall be scheduled on a calendar year basis of January 1 to December 31.

9.) APPLICATION TO USE THE ROOM

All requests to use the room shall be on a form to be prescribed by the Manager. Such form shall include sufficient information to determine that the applicant is an eligible user and that the use is a permitted one. The form shall contain on it the pertinent sections of this policy to ensure the applicant is aware of the Rules of Use.

10.) FIXED TIME SLOTS FOR GROUPS

Annually there shall be an application period of 30 days in which Service Organizations, Non-profit and Government Agencies, and organized groups are meeting for recreational or social purposes may request regular time slots to use the room.

This period opens no earlier than September 1 and closed no later than November 1 of the year preceding that Rooms Schedule year.

Upon receipt of all applications, the Manager shall rank them by the following priority.

- A. Service Groups/City Based.
- B. Service Groups – Serving the City.
- C. Non-Profit and Government Agencies.
- D. Organized Groups.

The Groups shall then be awarded their requests to the extent possible. In the case of conflicting requests, the Manager shall contact the group to try and determine a suitable alternate time.

11.) PERIODIC TIME SLOTS FOR ALL USERS

Annually, on the 15th of November, or the following business day if said day falls on a weekend, the City shall then accept applications by all classes of users for the use of the room for the following Schedule Year.

12.) PROHIBITED ACTIVITIES

No user may possess, consume or distribute any alcohol or controlled substance. No user may smoke nor allow smoking within the Room.

No user may engage in or allow the conduct of any activity which is illegal under and local, state or federal law, rule of regulation.

13.) COSTS OF REPAIRS AND MAINTENANCE

The user shall be responsible for the costs of damage, lack of proper cleanliness and excessive wear and tear caused to the Room.

14.) ACCESS

Keys to the room must be picked up at City Hall – during regular business hours – prior to use of the room. They must be returned – in person or to a designated drop box – the next working day after the use of the room. The person picking up the

key shall sign for its receipt and accept responsibility for its return and the use of the room.

Failure to return the keys in a timely manner may require that the City re-key the room entry doors and re-issue new keys. The User or their representative above, shall be responsible for these costs plus a \$25 administrative fee.

15.) MANAGERS DISCRETION

The City Manager shall have the discretion and exclusive right to restrict the use of the room for such periods and at such times as are warranted to allow for necessary maintenance, cleaning and the like.

The City Manager shall have the discretion and the exclusive right to allow the use of the Room by such users and for such uses as may not be strictly authorized herein but which are reasonably justified in that they further the best interest of the City and are in substantial compliance with the intent of this policy.

The City Manager shall have the discretion – in rare and unanticipated circumstances – to bump a User which already shall have reserved the Room. Notice of no less than 30 days must be given in such cases to allow the User sufficient time to make and arrange alternate arrangements. The City shall cooperate with the User to find such an alternate location to minimize the disruption this might otherwise cause.

16.) RESTRICTED USERS

Violations of this policy, including a pattern of reserving and canceling the Room thereby denying its availability for other users, may result in the loss of the right to use the room. The Manager shall notify the user of their suspected violation and establish a hearing date. At that time the Manager shall hear information with respect to the suspected violation and the response of the user.

Based upon that information the Manager may, progressively,

Issue a written warning.

Revoke the right of the violator to use the facility for three months.

Revoke the right of the violator to use the Room for one year.

For Flagrant and Willful misuse of the room including the violation of the ban on alcohol or any local, state or federal, law the progressive chain of suspension need not be strictly applies and the ban may be permanent.

Within 10 business days of the hearing, the Manager shall inform, the User – in writing – of their findings and of their rights of appeal.

17.) RIGHTS OF APPEAL

Any User who has been denied the right to use the Room or who has their right to use the Room revoked may appeal such by the Manager to the City Council. Such appeal is by filing a written Notice of Appeal, with the City Clerk, within 14 days of the date of the letter from the Manager. The matter shall be set for a hearing by the council at their next regularly scheduled City Council meeting and a decision shall be rendered within 21 days of the appeal hearing.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

REJECTED

CITY OF MT. MORRIS CITY COUNCIL

RESOLUTION NO. 16-23

WHEREAS, the Quilters Group, a non-profit organization, which meets regularly at the Mt. Morris Community Room, paid for an air conditioning unit, the cost thereof being \$2,500.00, and;

WHEREAS, the rate charged by the City for their meetings is \$100.00 per year and;

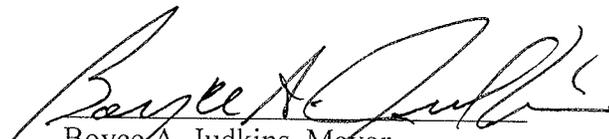
WHEREAS, the City deems it appropriate that the Quilters Group be allowed to meet free of charge for a period of twenty-five years in consideration of this payment which has provided a significant improvement to the facility,

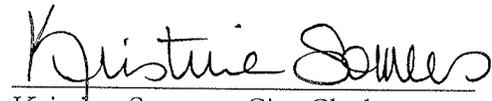
NOW THEREFORE BE IT RESOLVED that this Council does direct staff to allow the Quilters Group to use the Community Room for its regular meetings for a period of twenty-five years commencing forthwith, without payment. Thereafter the Quilters Group will be subject to the normal fee schedule for their meetings.

Moved by Council member Michaels, seconded by Council member Davis, and was rejected by the City Council of the City of Mt. Morris at a meeting held on Monday, June 13, 2016 at 7:00 pm.

_____4_____ Yea _____1_____ Nay _____1_____ Absent
(Young) (Middleton)

*Council Member Heidenfeldt abstained from voting.


Boyce A. Judkins, Mayor


Kristina Somers, City Clerk

CITY OF MT. MORRIS

RESOLUTION 16-24

WHEREAS: The City of Mt. Morris Community Room Utilization Policy be updated 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:

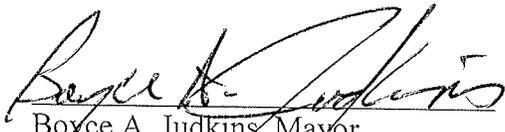
That the fee schedule is hereby amended to include a \$175 fee for the use of the City of Mt. Morris Community Room for non-residents. This fee includes a \$25 refundable key deposit, if key is returned to City Hall the next business day from rental of Community Room.

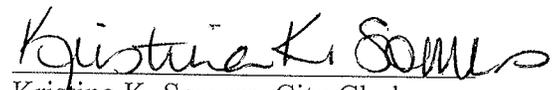
Moved by Council member Michaels, seconded by Council member Heidenfeldt, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, May 23, 2016 at 7:00 p.m.

___7___ Yea

___0___ Nay

___0___ Absent


Boyce A. Judkins, Mayor


Kristina K. Somers, City Clerk

