

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
July 25th, 2022
7:15 P.M.**

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from June 27th, 2022.

6. COMMUNICATIONS:

- a. Letter from Attorney Amanda Doyle regarding Woodside Trails

7. APPROVAL OF WARRANT: Approval of Pre-Warrant #22-13 in the amount of \$159,762.02 & Warrant #22-14 in the amount of \$193,341.36.

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

9. UNFINISHED BUSINESS:

- a. None.

10. NEW BUSINESS:

- a. **RESOLUTION 22-39:** Appointing delegate for Genesee County Surface Water Management Advisory Board
- b. **RESOLUTION 22-40:** Revised Fee Schedule
- c. **RESOLUTION 22-41:** Taser contract for the Police Department
- d. **RESOLUTION 22-42:** I.T. Right Email
- e. **ORDINANCE 22-01:** Marijuana Violations & Penalties (First Reading)
- f. **Official Ballot for MML Liability & Property Pool Board of Directors**
- g. **Discussion on Ace Outdoor invoices**

12. PUBLIC COMMENT (Five Minute Time Limit).

13. COUNCIL MEMBER AND STAFF COMMENTS

14. ADJOURNMENT

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

**CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
June 27th, 2022**

At 7:15 p.m., Mayor Jeffrey Roth called the Regular Council Meeting to order.

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

ABSENT: Templeton.

OTHERS: City Manager/Treasurer Vicki Corlew, City Attorney Amanda Doyle, Fire Chief James Young, Police Chief Kevin Mihailoff and City Clerk Spencer Lewis.

The Pledge of Allegiance.

ROLL CALL:

A motion was made by Councilmember Sorensen, and seconded by Councilmember Irwin to approve absent member Templeton.

All ayes.

Motion carried.

APPROVAL OF AGENDA:

A motion was made by Councilmember Irwin, and seconded by Councilmember Sorensen to approve the agenda.

All ayes.

Motion carried.

MINUTES:

A motion was made by Councilmember Irwin, and seconded by Councilmember Heidenfeldt to approve the regular meeting minutes from June 13th, 2022.

All ayes.

Motion carried.

COMMUNICATIONS:

None.

APPROVAL OF WARRANT:

A motion was made by Councilmember Irwin, and seconded by Councilmember Dubey to approve **Warrant #22-12 in the amount of \$98,259.13.**

[illegible]

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. PUBLIC HEARING: Solid Waste Rate Increase

A motion was made by Councilmember Heidenfeldt, and seconded by Councilmember Black to open the public hearing at 7:19 p.m.

[illegible][illegible][illegible]

Roll call: 6 Ayes 0 Nays 1 Absent
 (Templeton)

DPW Superintendent Paul Zumbach stated that it would be tough to get new bids in the middle of the season, and that he has spoken to Tammy's Landscaping and they will honor their pricing from the bid they submitted

A motion was made by Councilmember Heidenfeldt, and seconded by Councilmember Irwin to have city staff send Ace Outdoor Services a 30-day notice of termination of contract, and to finish the remainder of year 2022 with Tammy's Landscaping.

Motion Carried.

None.

Spencer Lewis, City Clerk

AMANDA N. DOYLE, Attorney at Law

702 CHURCH STREET, FLINT, MI 48502

(810) 767-6860 FAX (810) 767-2817

amandadoylelaw@gmail.com

July 26, 2022

Heather MacDermaid
Legacy Assessing Services, Inc.
110 Mill Street
PO Box 489
Fenton, MI 48430
Via email: legacyassessing@gmail.com

RE: Woodside Trails Condominium; Parcel Combination

Dear Ms. MacDermaid:

As you are aware, you spoke with my office, specifically Attorney Dick Hamilton, just over a month ago and discussed the Woodside Trails Condominium matter. It is my understanding that your office requires a letter from me, the City Attorney, before you will move forward with any parcel combination.

To reiterate, it is my position that, after my review of the provisions of the Michigan Condominium Act, 1978 PA 59, as amended and the provisions of the Master Deed for Woodside Trails Condominium in the City, it would be permissible to combine individual units to create tax parcels which include more than one unit.

This would not require the amendment of the Master Deed and the owners would be the holders of all of the benefits and burdens as originally provided in the Condominium Documents. Their rights and obligations would reflect the areas included in their tax parcels. As the public utilities and roadways are not common elements subject to a combined ownership of the co- owners of the condominium units, there would be no requirement to redefine the boundaries of the units for tax purposes.

Again, after extensive research, and consultation with a few trusted real estate attorneys, I can find no law prohibiting the combination of the parcels at issue for tax purposes.

As demonstrated by majority vote at the August 8, 2022, City Council Meeting, the City respectfully recommends that you combine the following parcels for tax purposes, and provide new combination numbers as you deem appropriate.

- A. 57-12-601-002
57-12-601-003
57-12-601-004
- B. 57-12-601-006
57-12-601-007
57-12-601-008
- C. 57-12-601-027
57-12-601-028
57-12-601-029
57-12-601-030

If you have any other questions or require any further information, please feel free to contact me.

Sincerely,

/s/ Amanda N. Doyle

Amanda N. Doyle
City Attorney

AND/sp

cc: City Manager, Vicki Corlew
City Mayor, Jeffrey Roth

User: APRIL

EXP CHECK RUN DATES 07/07/2022 - 07/07/2022

DB: Mt Morris

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

PRE- WARRANT 22-13

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000					
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	MICHIGAN MUNICIPAL UNEMP	QUARTERLY CONTRIBUTION REPORT	6.17	
101-000-493.000	PLANNING COMMISSION	MICHAEL PRATT	ZONING REFUND	30.00	
		Total For Dept 000		36.17	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	ZONING TEXT AMENDMENT	77.50	
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES GLOBAL SERV	COPIER LEASE	300.93	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	20.00	
101-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	65.54	
101-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	144.25	
		Total For Dept 215 ADMINISTRATION		608.22	
Dept 257 ASSESSOR					
101-257-801.000	PROFESSIONAL SERVICES	LEGACY ASSESSING SERVICE	FIRST QUARTER	3,000.00	
		Total For Dept 257 ASSESSOR		3,000.00	
Dept 262 ELECTIONS					
101-262-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	AV BALLOT RETURN ENV.	202.04	
101-262-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	MASTER CARDS	38.04	
101-262-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	ELECTION FORMS/SUPPLIES	166.30	
		Total For Dept 262 ELECTIONS		406.38	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	ACTION MUNICIPAL SUPPLY	SUPPLIES	234.20	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	30.53	
		Total For Dept 265 CITY HALL & GROUNDS		264.73	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	20.00	
101-305-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	37.45	
101-305-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	82.43	
101-305-991.000	DEBT SERVICE - PRIN	BALBOA CAPITALCORPORATIO	IN CAR CAMERAS	318.94	
		Total For Dept 305 POLICE DEPARTMENT		458.82	
Dept 336 FIRE DEPARTMENT					
101-336-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	18.72	
101-336-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	41.22	
		Total For Dept 336 FIRE DEPARTMENT		59.94	
Dept 371 CODES & ENFORCEMENT					
101-371-801.000	PROFESSIONAL SERVICES	ROB KEHOE	BUILDING INSPECTIONS	583.33	
		Total For Dept 371 CODES & ENFORCEMENT		583.33	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	ACTION MUNICIPAL SUPPLY	SUPPLIES	236.80	
101-441-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	49.53	
101-441-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	36.18	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	1,842.03	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	1,421.88	
		Total For Dept 441 PUBLIC WORKS		3,586.42	
Dept 528 TRASH COLLECTION					
101-528-801.000	PROFESSIONAL SERVICES	WM CORPORATE SERVICES, I	GARBAGE SERVICES	16,629.60	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 528 TRASH COLLECTION			Total For Dept 528 TRASH COLLECTION	16,629.60	
Dept 790 LIBRARY					
101-790-740.000	OPERATING EXPENSE		ACTION MUNICIPAL SUPPLY SUPPLIES	36.00	
101-790-801.000	PROFESSIONAL SERVICES		SHERWOOD PROFESSIONAL CL PROFESSIONAL CLEANING	270.00	
101-790-920.000	PUBLIC UTILITIES		CITY OF MT. MORRIS WATER BILLS	38.67	
			Total For Dept 790 LIBRARY	344.67	
			Total For Fund 101 General	25,978.28	
Fund 202 Major Street					
Dept 474 TRAFFIC SERVICES			M & M PAVEMENT MARKING LANE LINES	3,681.00	
202-474-801.000	PROFESSIONAL SERVICES		CONSUMERS ENERGY TRAFFIC LIGHTS	179.64	
202-474-920.000	PUBLIC UTILITIES		Total For Dept 474 TRAFFIC SERVICES	3,860.64	
			Total For Fund 202 Major Street	3,860.64	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE			OUTDOOR SOLUTIONS DOW FLAKE PALLET	880.00	
203-463-740.000	OPERATING EXPENSE		EASTERN ASPHALT CO. INC VAN BUREN MILLING	99,492.98	
203-463-965.000	STREET PRESERVATION		Total For Dept 463 STREET ROUTINE MAINTENANCE	100,372.98	
			Total For Fund 203 Local Street	100,372.98	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD			MENARDS - CLIO FLAG POLE SUPPLIES	293.59	
248-103-740.000	OPERATING EXPENSE		Total For Dept 103 AUTHORITY BOARD	293.59	
			Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY	293.59	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION			COMCAST INTERNET/FAX	28.09	
590-215-850.000	COMMUNICATIONS		COMCAST INTERNET/FAX	49.53	
590-215-850.000	COMMUNICATIONS		STAR2STAR COMMUNICATIONS PHONE BILL	61.82	
590-215-850.000	COMMUNICATIONS		Total For Dept 215 ADMINISTRATION	139.44	
Dept 536 SEWER DISTRIBUTION			GENESEE COUNTY DRAIN COM MAY 2022	24,072.93	
590-536-921.000	COST OF SEWER		Total For Dept 536 SEWER DISTRIBUTION	24,072.93	
			Total For Fund 590 SEWER FUND	24,212.37	
Fund 591 Water Fund					
Dept 215 ADMINISTRATION			COMCAST INTERNET/FAX	37.45	
591-215-850.000	COMMUNICATIONS		COMCAST INTERNET/FAX	49.53	
591-215-850.000	COMMUNICATIONS		STAR2STAR COMMUNICATIONS PHONE BILL	82.43	
591-215-850.000	COMMUNICATIONS		MICHIGAN RURAL WATER ASS DUES FOR MRWA 22-23	780.00	
591-215-915.000	MEMBERSHIP & DUES		Total For Dept 215 ADMINISTRATION	949.41	
Dept 537 WATER DISTRIBUTION					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 Water Fund					
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	40.22	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	40.22	
591-537-740.000	OPERATING EXPENSE	MICHIGAN PIPE & VALVE-IN	HOSE NOZZLE	94.31	
591-537-801.000	PROFESSIONAL SERVICES	WALDORF & SONS, INC.	LEAD SERVICES	3,920.00	
		Total For Dept 537 WATER DISTRIBUTION		4,094.75	
		Total For Fund 591 Water Fund		5,044.16	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	25,978.28	
			Fund 202 Major Street	3,860.64	
			Fund 203 Local Street	100,372.98	
			Fund 248 DOWNTOWN DEVE	293.59	
			Fund 590 SEWER FUND	24,212.37	
			Fund 591 Water Fund	5,044.16	
Total For All Funds:				159,762.02	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000					
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	7,344.59	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	HUMANA HEALTH PLAN INC	DENTAL/VISION INS.	1,213.49	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	UNUM LIFE INSURANCE CO.	INSURANCE	1,067.70	
		Total For Dept 000		9,625.78	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	15.89	
101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	14.99	
101-215-740.000	OPERATING EXPENSE	PURCHASE POWER	POSTAGE	252.12	
101-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	1,929.92	
101-215-874.000	RECEIPT TO 731.00.00.9999.28620	GENESSEE COUNTY TREASURER	LINA	23.00	
101-215-991.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	70.48	
		Total For Dept 215 ADMINISTRATION		2,306.40	
Dept 253 TREASURER					
101-253-740.000	OPERATING EXPENSE	PURCHASE POWER	POSTAGE	126.06	
101-253-801.000	PROFESSIONAL SERVICES	STACEY KAAKE	DESIGNATED ASSESSOR CONTRACT	200.00	
		Total For Dept 253 TREASURER		326.06	
Dept 262 ELECTIONS					
101-262-740.000	OPERATING EXPENSE	GENESSEE COUNTY CLERK	BALLOT PROGRAMMING	300.00	
		Total For Dept 262 ELECTIONS		300.00	
Dept 265 CITY HALL & GROUNDS					
101-265-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	270.00	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL GAS	33.64	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL ELEC.	574.39	
101-265-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	11,608.00	
		Total For Dept 265 CITY HALL & GROUNDS		12,486.03	
Dept 267 OTHER CITY PROPERTY					
101-267-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	11800 SAGINAW	60.80	
		Total For Dept 267 OTHER CITY PROPERTY		60.80	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	PURCHASE POWER	POSTAGE	126.06	
101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	994.90	
101-305-825.000	MAINTENANCE AGREEMENTS	LEXISNEXIS	CITATION SUPPORT AND MAINTENANCE	572.40	
101-305-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	84.92	
101-305-915.000	MEMBERSHIP & DUES	MICHIGAN ASSO. OF CHIEFS	ACTIVE VOTING MEMBERSHIP	115.00	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	LABOR COST	45.00	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	HEADLAMP BULB	82.50	
101-305-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	9,500.00	
101-305-991.000	DEBT SERVICE - PRIN	US BANK EQUIPMENT FINANC	COPIER LEASE	124.62	
		Total For Dept 305 POLICE DEPARTMENT		11,645.40	
Dept 336 FIRE DEPARTMENT					
101-336-725.000	FRINGE BENEFIT-NON PAYROLL	LINCOLN NATIONAL LIFE IN	LIFE INSURANCE	75.30	
101-336-740.000	OPERATING EXPENSE	TAYLOR'S TIN	CUSTOM STREET SIGNS	208.00	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	23.02	
101-336-759.000	UNIFORMS	FIRE EQUIPMENT ASSC., IN	FIRE CRAFT PHOENIX	86.70	
101-336-759.000	UNIFORMS	FIRE EQUIPMENT ASSC., IN	UNIFORMS	11,433.12	
101-336-759.000	UNIFORMS	HUBBARD'S MILITARY SUPPL	PANTS/NAME STRIP	402.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 336 FIRE DEPARTMENT					
101-336-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	9,200.00	
		Total For Dept 336 FIRE DEPARTMENT		21,428.14	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	JOHN DEERE FINANCIAL	CREDIT CARD	27.48	
101-441-850.000		VERIZON	PHONE BILL	33.26	
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DPW GARAGE	214.76	
101-441-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	10,300.00	
		Total For Dept 441 PUBLIC WORKS		10,575.50	
Dept 529 WEED & BRUSH CONTROL					
101-529-801.000	PROFESSIONAL SERVICES	ACE OUTDOOR SERVICE, LLC	BLIGHT MOWING	1,575.00	
101-529-801.000	PROFESSIONAL SERVICES	ACE OUTDOOR SERVICE, LLC	JULY MOWING	1,350.00	
		Total For Dept 529 WEED & BRUSH CONTROL		2,925.00	
Dept 567 CEMETERY					
101-567-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	10.34	
101-567-740.000	OPERATING EXPENSE	OUTDOOR SOLUTIONS	TOP SOIL	87.00	
		Total For Dept 567 CEMETERY		97.34	
Dept 790 LIBRARY					
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LIBRARY	302.34	
		Total For Dept 790 LIBRARY		302.34	
Dept 904 CAPITAL OUTLAY					
101-904-970.200	POLICE EQUIP CAPITAL OUTLAY	AXON ENTERPRISE	TASERS	3,383.37	
		Total For Dept 904 CAPITAL OUTLAY		3,383.37	
		Total For Fund 101 General		75,462.16	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	VERIZON	PHONE BILL	66.51	
202-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,500.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		1,566.51	
Dept 474 TRAFFIC SERVICES					
202-474-801.000	PROFESSIONAL SERVICES	LAKE STATE RAILWAY COMPA	2022 SIGNAL MAINTENANCE FEE	9,345.00	
		Total For Dept 474 TRAFFIC SERVICES		9,345.00	
		Total For Fund 202 Major Street		10,911.51	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-740.000	OPERATING EXPENSE	R & R READY MIX INC.	CONCRETE	1,022.50	
203-463-740.000	OPERATING EXPENSE	STATE OF MI DEPT OF TRAN	FINAL ACCOUNTING PROGRAM	184.71	
203-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,200.00	
203-463-965.000	STREET PRESERVATION	EASTERN ASPHALT CO. INC	VAN BUREN MILLING AND RESURFACING	11,054.78	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		13,461.99	
		Total For Fund 203 Local Street		13,461.99	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD					
248-103-740.000	OPERATING EXPENSE	529 PRODUCTIONS	FOOD TRUCK EVENT	200.00	
248-103-740.000	OPERATING EXPENSE	JONNIE-ON-THE-SPOT	RENTAL	360.00	
248-103-740.000	OPERATING EXPENSE	OUTDOOR SOLUTIONS	TOP SOIL/STRAW	99.00	
248-103-740.000	OPERATING EXPENSE	WIN'S ELECTRIC SUPPLY CO	LIGHTS FOR FLAGS	154.78	
Total For Dept 103 AUTHORITY BOARD				813.78	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY				813.78	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-740.000	OPERATING EXPENSE	PURCHASE POWER	POSTAGE	252.13	
590-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	33.25	
590-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	674.66	
590-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA	11.50	
590-215-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	12,000.00	
590-215-991.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	70.47	
Total For Dept 215 ADMINISTRATION				13,042.01	
Dept 536 SEWER DISTRIBUTION					
590-536-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COM	DECANT DUMPING	80.00	
Total For Dept 536 SEWER DISTRIBUTION				80.00	
Dept 538 SEWER REPAIR					
590-538-740.000	OPERATING EXPENSE	MICHIGAN PIPE & VALVE-IN	WING NUT PLUG	22.00	
Total For Dept 538 SEWER REPAIR				22.00	
Total For Fund 590 SEWER FUND				13,144.01	
Fund 591 Water Fund					
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	PURCHASE POWER	POSTAGE	252.13	
591-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	33.26	
591-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	674.65	
591-215-874.000	ATTN: KRISTIE PRIMEAU	GENESEE COUNTY TREASURER	LINA	11.50	
591-215-935.000	INSURANCE & BOND	MML LIABILITY & PROPERTY	POOL RENEWAL PREM.	12,000.00	
591-215-957.000	CONFERENCES AND WORKSHOPS	HUNTINGTON NATIONAL BANK	CREDIT CARD	45.00	
591-215-991.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	70.48	
Total For Dept 215 ADMINISTRATION				13,087.02	
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	40.22	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	40.22	
591-537-740.000	OPERATING EXPENSE	CARO MOTORSPORTS	TRASH PUMP	700.00	
591-537-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	MCLAREN CORPORATE SERVIC	DOT PHYSICAL	100.00	
591-537-740.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	226.32	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	310 W. MT, MORRIS	33.25	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	321 LINCOLN	33.12	
591-537-921.000	COST OF SEWER/WATER	GENESEE COUNTY DRAIN COM	JUNE 2022	65,212.76	
Total For Dept 537 WATER DISTRIBUTION				66,460.89	
Total For Fund 591 Water Fund				79,547.91	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	75,462.16	
			Fund 202 Major Street	10,911.51	
			Fund 203 Local Street	13,461.99	
			Fund 248 DOWNTOWN DEVE	813.78	
			Fund 590 SEWER FUND	13,144.01	
			Fund 591 Water Fund	79,547.91	
			Total For All Funds:	193,341.36	



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF- SURFACE WATER MANAGEMENT

G-4608 BEECHER ROAD, FLINT, MI 48532
PHONE (810) 732-1590 • FAX (810) 732-1474

JEFFREY WRIGHT
COMMISSIONER

June 22, 2022

Vicki Corlew, City Manager

City of Mt.Morris

Re: Advisory Board Delegates

Dear Ms. Corlew:

We are updating our Surface Water Management Advisory Board Committee documents. This is a separate Board from Water and Waste. We have no current documents on file appointing a delegate and alternate delegate to the committee. Please review and complete the enclosed form appointing the delegate and alternate also include the resolution from the Township board. Email to Dawnelle McClure at dmcclure@geneseecountymi.gov or mail to G-4608 Beecher Road, Flint, MI 48532.

We have enclosed an example copy of a resolution for your use. If you have any questions, please contact this office at your earliest convenience.

Sincerely,


Susanne Hogan, Senior Engineer

Division of Surface Water Management

Cc: City Clerk

TO: DELEGATES TO THE SURFACE WATER MANAGEMENT ADVISORY BOARD COMMITTEE.

City of _____

Below please verify who the delegate and alternate delegate is for your community.

Delegate _____

Alternate Delegate _____

Please submit this form and a copy of your community resolution. There is a sample resolution attached. If you have any questions feel free to contact our office at (810) 732-1590.

Thank you,

A handwritten signature in cursive script that reads "Dawnelle McClure".

Dawnelle McClure

Secretary

**CITY OF MT. MORRIS
RESOLUTION 22-39**

WHEREAS: The Genesee County Surface Water Advisory Committee have requested two representatives from the City of Mt. Morris to sit on the board;

WHEREAS: (Person), title, and (Person), title, are qualified representatives for this board;

NOW THEREFORE, BE IT RESOLVED:

That the City of Mt. Morris name (Person) as the Primary representative and (Person), as an alternative representative to sit on the Genesee County Surface Water Advisory Committee.

BE IT FURTHER RESOLVED:

That staff is directed to send and finalize this decision with the Genesee County Surface Water Advisory Committee.

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, July 25, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk

APPENDIX C - SCHEDULE OF FEES
SCHEDULE OF FEES
Updated 07/25/2022

The following is a schedule of current fees the city is collecting for services. Changes may be made by resolution of the city council from time to time and will be on file in city hall.

CEMETERY:

Grave openings:

Regular working day	\$770.00
Saturday	\$800.00
Sunday	\$800.00
Ashes.....	\$220.00

Cemetery lots:

Residents, 1-2 lots (each).....	\$550.00
Residents, 3 or more lots (for each lot in excess of 2).....	\$500.00
Nonresidents, 1-2 lots (each)	\$660.00
Nonresidents, 3 or more lots (for each lot in excess of 2)	\$635.00

Cemetery foundations:

24 x 12	\$110.00
36 x 12	\$130.00
42 x 12	\$140.00
52 x 14	\$180.00
62 x 16	\$200.00

PEDDLERS, ICE CREAM VENDORS AND TRANSIENT MERCHANT LICENSE FEES:

Peddlers Permit:

One week license	\$75.00
Six-month license	\$300.00

Ice Cream Vendors:

Six-month license, per vehicle.....	\$300.00
-------------------------------------	----------

SERVICE FEES:

PBT test.....	\$20.00
Impounded vehicle.....	\$200.00
Fire report	\$15.00
Police report.....	\$15.00
Copy fees	\$0.30
Notary fee	\$5.00
Insufficient returned checks.....	\$30.00
Copy of City Charter.....	\$10.00
Copy of Code of Ordinances	\$150.00
Copy of Zoning Ordinances.....	\$25.00

Copy of Master Plan.....	\$50.00
Marriage ceremony performed by the Mayor.....	\$25.00
Burning Permit.....	\$10.00
CD Recording of Meeting.....	\$5.00
Rummage Sale Permit.....	\$10.00

WATER TAP IN FEES:

Water Connection to property line (includes City tap in fee, meter, and curb stop)

SIZE	MAIN SIDE	ROAD CUT (if needed)	GENESEE COUNTY FEE	SADDLE COST
¾"	\$2,430.00	\$1,100.00	\$1,000.00	Market Cost
1"	\$2,610.00	\$1,100.00	\$1,000.00	Market Cost
1 ½"	\$5,590.00	\$1,100.00	\$1,000.00	Market Cost
2"	\$6,950.00	\$1,100.00	\$1,000.00	Market Cost

SIZE	LONG SIDE (up to 100')	ROAD CUT (if needed)	GENESEE COUNTY FEE	SADDLE
¾"	\$3,030.00	\$1,100.00	\$1,000.00	Market Cost
1"	\$3,605.00	\$1,100.00	\$1,000.00	Market Cost
1 ½"	\$5,736.00	\$1,100.00	\$1,000.00	Market Cost
2"	\$8,775.00	\$1,100.00	\$1,000.00	Market Cost

Any service line and meter over 2" will be based on cost of installation plus tap fees. Contact DPW for more information.

The above cost does not include the water service line from the curb stop to the building. All cost shall be paid for by the user prior to installation and all meters and materials shall become City property upon installation. Any additional meters and meter reading equipment, regardless of size shall be paid for by the user prior to the installation and all meters and equipment shall become City property upon installation.

SEWER TAP IN FEES:

Sewer Tap Fee is \$1,200.00 for the first two (2) units, and \$600.00 for each additional unit.

Genesee County Capital Improvement Fees are determined by Genesee County Water and Waste Services and are an additional cost.

Sewer Tap Fee does not include the installation of the sewer line. The sewer line installation must be performed by a licensed and bonded contractor with the City of Mt. Morris. Sewer inspection fees are not included.

WATER AND SEWER FEES:

Water:

Turn on of service	\$35.00
Turn on of service (Friday-Sunday).....	\$150.00
Turn on of service (inspections).....	\$75.00
Turn off of service	\$35.00
Non-payment/shutoff	\$40.00

Base residential/commercial.....	\$17.54
Water consumption per 100 cubic feet (plus base).....	\$8.90

Water Out of City:

Base.....	\$26.31
Out of city per 100 cubic feet (plus base).....	\$13.35

Sewer:

Base residential/commercial	\$9.91
Sewer consumption for 100 cubic feet of water (plus base).....	\$3.57
Sewer only customers (plus base).....	\$20.62

Sewer Out of City:

Base.....	\$14.87
Out of city per 100 cubic feet of water (plus base).....	\$5.36
Sewer only customers (plus base).....	\$30.93

WATER METER CHECK:

Deposit for meter	\$150.00
If meter is found to be faulty, the deposit is returned to owner and the meter is repaired. If the meter is found to be correct, the deposit is retained by the city.	

GRASS AND WEED CONTROL:

Flat rate	\$200.00
Plus, admin fee.....	\$30.00

SNOW REMOVAL ON SIDEWALKS:

Flat rate.....	\$25.00
Plus City Employees' wages, fringes, and equipment rental charged in ½ hour increments.	

SOLID WASTE COLLECTION FEES (To be billed on the monthly utility bill):

Trash, recycling, & yard waste.....	\$14.12
see contract	

COMMUNITY ROOM:

Groups (damage deposit per calendar year – no rental fee).....	\$100.00
City Residents (rental fee).....	\$125.00
Non-City Residents (rental fee).....	\$175.00
City Taxpayers (rental fee).....	\$125.00
City Employee (rental fee).....	\$100.00
Damage Deposit.....	\$75.00
Late key fee.....	\$25.00



ZONING AND PLANNING:

Site plan review	\$50.00
Variance request	\$300.00
Conditional use permit.....	\$300.00
Rezoning	\$300.00
Temporary Sign permit	\$30.00
Driveway permit	\$30.00
Right of Way & Disruption Permit fee.....	Each \$150.00
Plan Review Fee – Installation of Utility Cabinets.....	\$200.00
Fence permit.....	\$30.00
Zoning permit (residential).....	\$30.00
Zoning permit (commercial).....	\$50.00

RENTAL FEES:

Application fee (one-time fee).....	\$100.00
Single family inspection.....	\$60.00
Duplex inspection.....	\$115.00
Multi-family inspection:	
Number of building (x) \$100.00	
Number of units (x) \$15.00	
Multi-unit discount: Number of buildings (x) \$30.00	

BUILDING PERMIT FEES (Based on Value of Construction):

Amount:

\$0.00 - \$10,000.00.....	\$100.00
\$10,001.00 - \$50,000.00.....	\$200.00 + \$5.00 per \$1000.00
\$50,001.00 - \$100,000.00.....	\$300.00 + \$4.00 per \$1,000.00
\$100,001.00 - \$500,000.00.....	\$500.00 + \$3.00 per \$1,000.00
\$500,001.00 - \$1,000,000.00.....	\$1,750.00 + \$2.00 per \$1,000.00
\$1,000,001.00 - up.....	\$3,000.00 + \$1.00 per \$1,000.00

*******Plus, Inspection**

Fees*****

ELECTRICAL FEES:

Residential Homes – Includes 3 inspections.....	\$300.00
Application fee.....	\$75.00
Service thru 200 amp.....	\$10.00
200 amp thru 600 amp.....	\$15.00
600 amp thru 800 amp.....	\$20.00
800 amp thru 1200 amp.....	\$25.00
Over 1200 amp (gfi only)	\$50.00
Circuits – each.....	\$5.00
Light fixtures – per 25.....	\$6.00
Furnace – unit heater.....	\$5.00
Dishwasher, disposal, etc.....	\$5.00
Electrical heating units.....	\$4.00
Power Outlets (ranges, etc.)	\$7.00

Signs (unit, neon, letter)	\$40.00
Feeders – bus ducts per 50.....	\$6.00
Mobile home park site.....	\$100.00
KVA & HP up to 20.....	\$6.00
Units up to 21 to 50.....	\$10.00
Units 51 and over.....	\$12.00
Fire Alarm Systems up to 10.....	\$50.00
Fire Alarm Systems 11 – 20.....	\$100.00
Fire Alarm Systems 21 & up.....	\$5.00 ea.
Energy Retrofit – temp control.....	\$45.00
Conduit only or grounding.....	\$45.00
Air conditioning.....	\$10.00
Special inspection.....	\$50.00
Each inspection.....	\$75.00

MECHANICAL FEES:

Residential Homes – Includes 3 inspections.....	\$300.00
Application fee.....	\$75.00
New furnace under 400,000.....	\$30.00
New furnace over 400,000.....	\$45.00
Residential boiler	\$30.00
Water heater	\$25.00
Solid fuel equipment.....	\$25.00
Chimney, factory built	\$25.00
Solar, set of 3 panels	\$20.00
Gas piping, each opening.....	\$5.00
Ductwork (min 25.00)	\$25.00
Air conditioning.....	\$30.00
Heat pumps	\$30.00
Bath & kitchen exhaust.....	\$10.00
Dryer vents	\$10.00
Under & above ground tanks.....	\$20.00
Humidifiers	\$10.00
Piping systems – min 25.00	\$.05/ft
Gas Burning Fireplace	\$25.00
Flue/Vent Damper.....	\$7.00
Air handlers under 10,000 cfm	\$15.00
Air handlers over 10,000 cfm.....	\$30.00
Commercial Hoods.....	\$10.00
VAV boxes	\$10.00
Heat recovery units	\$10.00
Unit ventilators	\$10.00
Unit heaters	\$25.00
Fire suppression 20.00 plus.....	1.00/head
Fire suppression Plan Review.....	\$65.00
Evaporator coils.....	\$30.00
Refrigeration, split system.....	\$30.00
Chiller.....	\$30.00
Cooling towers.....	\$30.00

Compressor.....	\$40.00
LPG/fuel oil hook up.....	\$35.00
Mobile home park site.....	\$100.00
Each inspection.....	\$75.00
Exhaust Fan.....	\$20.00
Commercial Roof-top.....	\$60.00

PLUMBING FEES:

Residential Homes – Includes 3 inspections.....	\$300.00
Application fee.....	\$75.00
Mobile home park site.....	\$100.00
Fixtures/drains.....	\$5.00 ea.
Stacks.....	\$3.00 ea.
Sewage ejectors, sumps.....	\$5.00 ea.
Sub-soil drains.....	\$15.00 ea.
Water service less than 2"	\$5.00
2" to 6"	\$25.00
Over 6"	\$50.00
Bldg connection.....	\$5.00
Sewers less than 6"	\$5.00
Sewers more than 6"	\$25.00
Sump pump inspections	\$50.00
Manholes, catch basins.....	\$5.00
Water dist pipe ¾"	\$5.00
1"	\$10.00
1 ¾"	\$15.00
1 ½"	\$20.00
2"	\$25.00
Over 2"	\$30.00
Reduced pressure zone back – flow provender	\$5.00
Each inspection.....	\$75.00
Sewer Discharge	\$50.00
Sale w/o Sewer Discharge applied to Sewer Account	\$100.00

DEMOLITION PERMIT FEE:

Residential.....	\$120.00
Commercial Structure.....	\$200.00
Other Structures.....	\$90.00

**CITY OF MT. MORRIS
RESOLUTION 22-40**

WHEREAS: Staff has reviewed the current fee schedule and has amended the flat rate for grass and weed control;

NOW THEREFORE, BE IT RESOLVED:

That this council does hereby approve the attached fee schedule.

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, July 25, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-369305-44586.778PH

Issued: 01/25/2022

Quote Expiration: 06/30/2022

EST Contract Start Date: 06/15/2022

Account Number: 326895

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business:Delivery:Invoice-11649 N Saginaw St MT 11649 N Saginaw St MT Mount Morris, MI 48458-2079 USA	Mt Morris City Police Dept. - MI 11649 N Saginaw St MT Mount Morris, MI 48458-2079 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Paige Hawk Phone: +1 4805359677 Email: phawk@axon.com Fax: (480) 535-9677	Kevin Mihailoff Phone: Email: chiefopolice@cityofmtmorris.org Fax:

Program Length	60 Months
TOTAL COST	\$16,740.40
ESTIMATED TOTAL W/ TAX	\$16,740.40

Bundle Savings	\$5,501.03
Additional Savings	\$1,259.97
TOTAL SAVINGS	\$6,761.00

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
Year 1	Jul, 2022
Year 2	Jul, 2023
Year 3	Jul, 2024
Year 5	Jul, 2025
Year 4	Jul, 2025
	AMOUNT DUE
	\$3,348.08
	\$3,348.08
	\$3,348.08
	\$3,348.08
	\$3,348.08

Quote Details

Bundle Summary			
Item	Description		QTY
T7Cert	2021 Taser 7 Certification Bundle		5

Bundle: 2021 Taser 7 Certification Bundle				Quantity: 5	Start: 6/15/2022	End: 6/14/2027	Total: 16740.4 USD	
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)	
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	5	\$84.24	28.77%	\$60.01	\$300.03	
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	5	\$5.00	28.77%	\$3.56	\$1,068.47	
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	\$38.95	28.77%	\$27.74	\$416.17	
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	\$38.95	28.77%	\$27.74	\$416.17	
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	\$1,810.00	28.77%	\$1,289.29	\$6,446.43	
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	\$50.23	28.77%	\$35.78	\$178.90	
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	\$50.23	28.77%	\$35.78	\$178.90	
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	28.77%	\$3.56	\$213.69	
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.95	28.77%	\$112.51	\$112.51	
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$78.98	28.77%	\$56.26	\$56.26	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	\$38.95	28.77%	\$27.74	\$277.45	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	\$38.95	28.77%	\$27.74	\$277.45	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	\$38.95	28.77%	\$27.74	\$277.45	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	\$38.95	28.77%	\$27.74	\$277.45	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	\$38.95	28.77%	\$27.74	\$277.45	

		DEGREE) NS				
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$38.95	28.77%	\$27.74
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$38.95	28.77%	\$27.74
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$38.95	28.77%	\$27.74
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$38.95	28.77%	\$27.74
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	\$38.95	28.77%	\$27.74
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	6	\$90.56	28.77%	\$64.51
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	\$38.95	28.77%	\$27.74
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	\$38.95	28.77%	\$27.74
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	\$38.95	28.77%	\$27.74
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	\$38.95	28.77%	\$27.74
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	5	\$2.50	28.77%	\$1.78
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	28.77%	\$1,068.47
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	28.77%	\$31.27
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	28.77%	\$7.44
Other	80395	EXT WARRANTY, TASER 7 HANDLE	5	\$6.58	28.77%	\$4.69
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	\$0.44	28.77%	\$0.31
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.58	28.77%	\$4.69

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/25/2022



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to agency in accordance with the shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

- 13 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14 **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15 **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16 **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17 **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.
- 18 **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions.**

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
- 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

Professional Services Appendix (only applies if Agency purchases CEW Professional Services)

1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

3 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.



Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

**CITY OF MT. MORRIS
RESOLUTION 22-41**

WHEREAS: The City has received a quote from Axon Enterprise, Inc. for a lease of 7 new 2021 Tasers for a price of \$16,740.40. Said amount is payable in five installments, annually; and

WHEREAS: Pursuant thereto the City would pay an annual amount of \$3,348.08. Said lease finance plan requires no security deposit, has no prepayment penalty or hidden fees; and

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby authorize the lease of 7 new 2021 Tasers for the price of \$16,740.40, with five payments, made annually, in advance, of \$3,348.08.

BE IT FURTHER RESOLVED:

That the Manager is hereby authorized to sign any documentation in connection with this lease arrangement and to take any and all action in implementation thereof and does hereby authorize the initial expenditures, as aforesaid.

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, July 25, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk

**Estimate For****City of Mt. Morris, MI**

Vicki Corlew
11649 North Saginaw Street
Mt Morris, MI 48458
United States

Phone (810) 686-2160**Fax****Q U O T E****Number** VC3Q22804**Date** Jun 29, 2022

Here is the quote you requested.

From The Desk Of	Phone	Ship Via	Terms
Jon Thelen			Net 15

Line	Qty	Description	Unit Price	Ext. Price
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1 *Mailable to Office 365 Migration Plus Apps for Enterprise*

2 26 Exchange Online Plan 1 - GCC Annual \$48.00 \$1,248.00

Users:

bsaemail@cityofmtmorris.org
citymanager@cityofmtmorris.org
ckidd@cityofmtmorris.org
code@cityofmtmorris.org
CouncilmemberDubey@cityofmtmorris.org
councilmemberheidenfeldt@cityofmtmorris.org
councilmemberirwin@cityofmtmorris.org
councilmembersblack@cityofmtmorris.org
Councilmemberssorensen@cityofmtmorris.org
dpw@cityofmtmorris.org
drlove@cityofmtmorris.org
jgrant@cityofmtmorris.org
jyoung@cityofmtmorris.org
mayor@cityofmtmorris.org
Mdunklee@cityofmtmorris.org
range@cityofmtmorris.org
rental@cityofmtmorris.org
tniedecken@cityofmtmorris.org
trockwell@cityofmtmorris.org
Vbutcher@cityofmtmorris.org
vfishell@cityofmtmorris.org
waterclerk@cityofmtmorris.org
wbaughman@cityofmtmorris.org
wspade@cityofmtmorris.org
yyoung@cityofmtmorris.org
zrothdpw@cityofmtmorris.org

3 6 Microsoft 365 Apps for Enterprise - Annual \$144.00 \$864.00

***Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
Shipping charges included upon invoice.**

5815 Clark Rd, Bath MI 48808
1.855.487.4448

Line	Qty	Description	Unit Price	Ext. Price
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Users:

ckidd@cityofmtmorris.org
 dpw@cityofmtmorris.org
 jyoung@cityofmtmorris.org
 vfishell@cityofmtmorris.org
 waterclerk@cityofmtmorris.org
 wspade@cityofmtmorris.org

4	5	O365 G3 - GCC Annual	\$264.00	\$1,320.00
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Users:

chiefofpolice@cityofmtmorris.org
 clerk@cityofmtmorris.org
 investigator@cityofmtmorris.org
 mountmorrispolicedepartment@cityofmtmorris.org
 twilson@cityofmtmorris.org

5	1	Mailenable to O365 Migration Fee	\$3,100.00	\$3,100.00
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Please contact me if I can be of further assistance.

SubTotal	\$6,532.00
Tax	\$0.00
Shipping	\$0.00
Total	\$6,532.00

***Quotes are Subject to Availability. Prices may vary if substitutions become necessary.**
Shipping charges included upon invoice.

5815 Clark Rd, Bath MI 48808
 1.855.487.4448

**CITY OF MT. MORRIS
RESOLUTION 22-42**

WHEREAS: The City has received a quote from IT Right to switch the City's email service from Mailenable to Office 365 and to install Office 365 on every computer; and

WHEREAS: The City needs to make this switch due to space restrictions on Mailenable and because of the need for encrypted email for certain users; and

WHEREAS: The cost of the switch will be \$6,532.00, in advance and then \$3,432.00 annually.

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby authorize the quote from IT Right to switch the City's email service from Mailenable to Office 365 and to install Office 365 on every computer.

BE IT FURTHER RESOLVED:

That the Manager is hereby authorized to sign any documentation in connection with this lease-purchase arrangement and outfitting and to take any and all action in implementation thereof and does hereby authorize the initial expenditures, as aforesaid.

BE IT FURTHER RESOLVED:

That the FY 2022-2023 Budget be amended accordingly.

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, July 25, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk

**CITY OF MT. MORRIS
COUNTY OF GENESEE, MICHIGAN
ORDINANCE 2022-01**

AN ORDINANCE AMENDING THE MT. MORRIS CITY CODE OF ORDINANCES BY MAKING CERTAIN MARIJUANA OFFENSES PUNISHABLE AS CIVIL INFRACTIONS; TO REPEAL §42.144(a)(3); AND TO AMEND 42.144(B) TO REMOVE MARIJUANA PIPE

THE CITY OF MT. MORRIS HERBY ORDAINS:

SECTION I

Section 42.143 is hereby REPEALED and REPLACED as follows:

POSSESSION, CULTIVATION, DELIVERY OF MARIJUANA, VIOLATIONS AND PENALTIES

- 1) A person who commits any of the following acts, and is not otherwise authorized by this ordinance or by state law to conduct such activities, may be punished only as provided in this section and is not subject to any other form of punishment or disqualification, unless the person consents to another disposition authorized by law.
- 2) Except for a person who engaged in conduct described in MCL 333.27954, a person who possesses not more than the amount of marijuana allowed pursuant to state statute, cultivates not more than the amount of marijuana allowed pursuant to state statute, delivers without receiving any remuneration to a person who is at least 21 years of age not more than the amount of marijuana allowed pursuant to state statute, or possesses with intent to deliver not more than the amount of marijuana allowed pursuant to state statute, is responsible for a civil infraction and may be punished by a fine of not more than \$100 and forfeiture of the marijuana.
- 3) Except for a person who engaged in conduct described in MCL 333.27954, a person who possesses not more than twice the amount of marijuana allowed pursuant to state statute, cultivates not more than twice the amount of marijuana allowed pursuant to state statute, delivers without receiving any remuneration to a person who is at least 21 years of age not more than twice the amount of marijuana allowed pursuant to state statute:
 - a. For a first violation, is responsible for a civil infraction and may be punished by a fine of not more than \$500 and forfeiture of the marijuana;
 - b. For a second violation, is responsible for a civil infraction and may be punished by a fine of not more than \$1,000 and forfeiture of the marijuana;
 - c. For a third or subsequent violation, is guilty of a misdemeanor and may be punished by a fine of not more than \$2,000 and forfeiture of the marijuana.
- 4) Except for a person who engaged in conduct described by MCL 333.27954, a person under 21 years of age who possesses not more than 2.5 ounces of marijuana or who cultivates not more than 12 marijuana plants:

- a. For a first violation, is responsible for a civil infraction and may be punished as follows:
 - i. If the person is less than 18 years of age, by a fine of not more than \$100 or community service, forfeiture of the marijuana, and completion of 4 hours of drug education or counseling; or
 - ii. If the person is at least 18 years of age, by a fine of not more than \$100 and forfeiture of the marijuana
 - b. For a second violation, is responsible for a civil infraction and may be punished as follows:
 - i. If the person is less than 18 years of age, by a fine of not more than \$500 or community service, forfeiture of the marijuana, and completion of 8 hours of drug education or counseling; or
 - ii. If the person is at least 18 years of age, by a fine of not more than \$500 and forfeiture of the marijuana
- 5) Except for a person who engaged in conduct described in MCL 333.27954, a person who possesses more than twice the amount of marijuana allowed pursuant to state statute, cultivates more than twice the amount of marijuana allowed pursuant to state statute, or delivers without receiving any remuneration to a person who is at least 21 years of age more than twice the amount of marijuana allowed pursuant to state statute, shall be responsible for a misdemeanor, but shall not be subject to imprisonment unless the violation was habitual, willful, and for a commercial purpose or the violation involved violence.

Section 42.144(a)(3) is hereby REPEALED in its entirety.

Section 42.144(b) is hereby AMENDED by the removal of the term “Marijuana Pipe, Hash Pipe.”

SECTION II

All other provisions of this Chapter shall be and are hereby ratified.

SECTION III

This Ordinance shall be published in a newspaper of general circulation within the City of Mt. Morris, Genesee County, Michigan, and shall become effective upon publication.

SECTION IV

A copy of this Ordinance may be inspected at the City Hall, 11649 N Saginaw St, Mt. Morris, Michigan, during regular business hours.

CITY OF MT. MORRIS,

By: JEFFREY N. ROTH; MAYOR

By: SPENCER LEWIS, CITY CLERK

Ordinance introduced on:
Second Reading:
Publication Date:
Effective Date:

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 25, 2022
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. One incumbent Trustee has agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of the candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 12th. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the link to the ballot form is in the yellow banner.

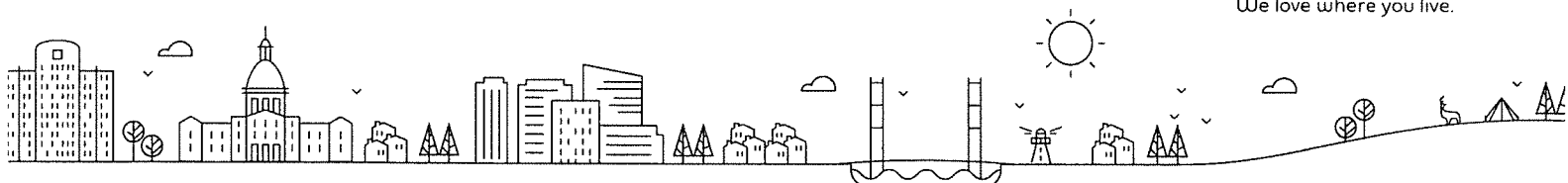
The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,

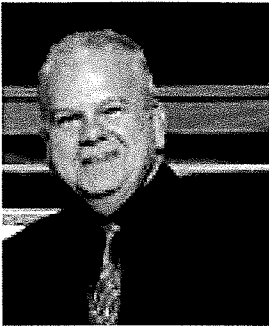


Michael J. Forster
Fund Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES
Four-year terms beginning October 1, 2022



Lee Kilbourn, Mayor, City of Auburn

Lee Kilbourn has been mayor of Auburn since 2011 and is past president of the Michigan Association of Mayors. He previously served as mayor when elected in 1981. Kilbourn has served on several community organizations and the Auburn-Williams Fire District for 25 years. He is currently a member of the Auburn-Williams Lions Club, the Auburn Downtown Development Authority, and the Auburn-Williams Intergovernmental Committee. Kilbourn graduated from Oral Roberts University with a bachelor's degree in business. He and his wife, Kathy, are second generation owners of their family's 57-year-old furniture business and proud grandparents of two children. Lee is seeking election to his second term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2022

Vote for one Trustee by marking the line to
the left of the name for a four-year term
beginning October 1, 2022.

____ Lee Kilbourn, Incumbent
Mayor, City of Auburn

____ Write-in Candidate

I hereby certify that:

____ (Municipality/Agency)

by action of its governing body, has
authorized its vote to be cast for the above
persons to serve as Trustees of the Michigan
Municipal League Workers' Compensation
Fund.

____ Official Signature

Date:

**Ballot deadline:
August 12, 2022**



Ace Outdoor Services, LLC
PO Box 779
Grand Blanc, MI 48480

Invoice 47496

Date	PO#
06/30/22	
Sales Rep	Terms
Paul Bretzke	Net 30

Bill To
City of Mt. Morris 11649 N. Saginaw St. Mt. Morris, MI 48458

Property Address
Mt Morris Public Library Mt Morris Public Library 685 Van Buren Ave. Mt. Morris, MI 48458

Item	Qty / UOM	Amount
2022 Maintenance - Per Service		
Weekly Lawn Maintenance - 06/01/2022		\$52.00
Weekly Lawn Maintenance - 06/07/2022		\$52.00
Weekly Lawn Maintenance - 06/14/2022		\$52.00
Weekly Lawn Maintenance - 06/20/2022		\$52.00
Weekly Lawn Maintenance - 06/28/2022		\$52.00

101-790-801

Total	\$260.00
Credits/Payments	(\$0.00)
Balance Due	\$260.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$260.00	\$0.00	\$0.00	\$0.00	\$0.00

Ace Outdoor Services, LLC • PO Box 779 • Grand Blanc, MI 48480
Phone: (810) 820-8313 • Fax: (810) 407-6590
www.aceoutdoorservices.com



Ace Outdoor Services, LLC
PO Box 779
Grand Blanc, MI 48480

Invoice 47495

Date	PO#
06/30/22	
Sales Rep	Terms
Paul Bretzke	Net 30

Bill To
City of Mt. Morris 11649 N. Saginaw St. Mt. Morris, MI 48458

Property Address
Mt. Morris City Cemetery Mt. Morris City Cemetery 550 W. Mt. Morris St. Mt. Morris , MI 48458

Item	Qty / UOM	Amount
2022 Maintenance - Per Service		
<i>Bi-Weekly Mowing Service - 06/09/2022</i>		<i>\$930.00</i>
<i>Bi-Weekly Mowing Service - 06/23/2022</i>		<i>\$930.00</i>

101,5607.801

Total	\$1,860.00
Credits/Payments	(\$0.00)
Balance Due	\$1,860.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$1,860.00	\$0.00	\$0.00	\$0.00	\$0.00

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Ace Outdoor Services, LLC
PO Box 779
Grand Blanc, MI 48480

Invoice 47411

Date	PO#
06/30/22	
Sales Rep	Terms
Paul Bretzke	Net 30

Bill To

City of Mt. Morris
11649 N. Saginaw St.
Mt. Morris, MI 48458

Property Address

City Hall (Mt. Morris)
City Hall (Mt. Morris)
11649 N. Saginaw St
Mt. Morris, MI 48458

Item	Qty / UOM	Amount
2022 Maintenance - Per Service City Hall		
Weekly Lawn Maintenance - 06/01/2022		\$80.00
Weekly Lawn Maintenance - 06/07/2022		\$80.00
Weekly Lawn Maintenance - 06/14/2022		\$80.00
Weekly Lawn Maintenance - 06/20/2022		\$80.00
Weekly Lawn Maintenance - 06/28/2022		\$80.00

101.265.501

Total	\$400.00
Credits/Payments	(\$0.00)
Balance Due	\$400.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$400.00	\$0.00	\$0.00	\$0.00	\$0.00

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Ace Outdoor Services, LLC
PO Box 779
Grand Blanc, MI 48480

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Invoice 47412

Date	PO#
06/30/22	
Sales Rep	Terms
Paul Bretzke	Net 30

Bill To
City of Mt. Morris 11649 N. Saginaw St. Mt. Morris, MI 48458

Property Address
Courthouse Islands Courthouse Islands 11820 N. Saginaw St. Mt. Morris, MI 48458

Item	Qty / UOM	Amount
Court House Island Lawn Maintenance		
Weekly Lawn Maintenance - 06/01/2022		\$25.00
Weekly Lawn Maintenance - 06/07/2022		\$25.00
Weekly Lawn Maintenance - 06/14/2022		\$25.00
Weekly Lawn Maintenance - 06/20/2022		\$25.00
Weekly Lawn Maintenance - 06/28/2022		\$25.00

101-267-801

Total	\$125.00
Credits/Payments	(\$0.00)
Balance Due	\$125.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$125.00	\$0.00	\$0.00	\$0.00	\$0.00

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