

**CITY OF MT. MORRIS  
CITY COUNCIL AGENDA  
11649 N. Saginaw Street  
Mt. Morris, MI 48458  
April 10<sup>th</sup>, 2023  
7:00 P.M.**

**1. MEETING CALLED TO ORDER:** Mayor Sara Dubey

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. APPROVAL OF MINUTES**

- a. Approval of regular meeting minutes from March 27<sup>th</sup>, 2023.

**7. COMMUNICATIONS:**

None.

**8. APPROVAL OF WARRANT:** Approval of Warrant #23-08 in the amount of \$138,971.63

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

**10. UNFINISHED BUSINESS:**

None.

**11. NEW BUSINESS:**

- a. **RESOLUTION 23-13: Fire Services Contract**
- b. **RESOLUTION 23-14: Legacy Assessing Services Agreement Renewal**
- c. **RESOLUTION 23-15: City Manager Contract**
- d. **RESOLUTION 23-16: Budget Hearing**

**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**  
**March 27<sup>th</sup>, 2023**

At **7:00 p.m.**, Mayor Sara Dubey called the Regular Council Meeting to order.

**PRESENT:** Vance, Black, Smith, Sorensen, Templeton, Heidenfeldt, and Dubey.

**ABSENT:** None.

**OTHERS:** City Attorney Amanda Doyle, Police Chief Mihailoff and City Clerk Spencer Lewis.  
The Pledge of Allegiance.

**ROLL CALL:**

None.

**APPROVAL OF AGENDA:**

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

All ayes.

Motion carried.

**APPROVAL OF MINUTES:**

A motion was made by Councilmember Black and seconded by Councilmember Vance to approve the regular meeting minutes from March 13<sup>th</sup>, 2023.

All ayes.

Motion carried.

**COMMUNICATIONS:**

None.

**APPROVAL OF WARRANT:**

A motion was made by Councilmember Black and seconded by Councilmember Templeton to approve **Warrant #23-07 in the amount of \$92,203.64.**

Mayor Dubey questioned the Durango payment?

Police Chief Kevin Mihailoff stated that the payment is for the new patrol Durango, and that we normally make one annual payment over 5 years.

Roll call:                          7       Ayes                          0       Nays                          0       Absent

Motion Carried.

**PUBLIC COMMENT:**

None.

**UNFINISHED BUSINESS:**

None.

**NEW BUSINESS:**

**a. RESOLUTION 23-12: Polling location change for elections.**

A motion was made by Councilmember Black and seconded by Councilmember Sorensen to approve resolution 23-12.

Councilmember Heidenfeldt questioned City Clerk Spencer Lewis on the reasoning for the change?

City Clerk Spencer Lewis stated that it stems from a lot of citizens complaining about the lighting in the Masonic Temple and it being hard to read the ballot. One of the last elections there were a ton of fruit flies in the building.

Councilmember Heidenfeldt questioned if now we will have 2 locations?

City Clerk Spencer Lewis stated no, we will only have the 1 location at the First Baptist Church, which will still hold both precincts (1&2) for the city.

Councilmember Templeton questioned if there are stairs to go up and down?

City Clerk Spencer Lewis stated that they do have a handicap accessible ramp going right up to the fellowship hall entrance doors.

Councilmember Sara Black questioned what the cost would be associated with having to mail out new voter I.D. cards for everyone?

City Clerk Spencer Lewis stated that he would ballpark the number at around \$1000.00 or less.

Roll call:                          7       Ayes                          0       Nays                          0       Absent

Motion Carried.

**PUBLIC COMMENT:**

**Rich Young, The Parlour at 713** – Rich stated he owns the Parlour at 713 and also has purchased the old Alterations Plus building across the street. He stated that he has big plans for the city including coffee shops, deli's, and other walkable businesses. He believes it will be a hard task to accomplish with the noxious odor of marijuana that floods the city. He would like the council/administration to look into the zoning ordinance to see if marijuana is zoned for the downtown area. He also stated that it is in the ordinance book that you cannot black out your windows to do whatever you want on the inside. He would like the city to enforce the rules that are already in place.

**Ed Sanders, Genesee Township** – The biggest event in the City of Mt. Morris is the Back to the Bricks Car Show, all you can smell across the town is marijuana/pot. What makes you think that the Back to the Bricks won't move on? People that are turned off by it will also avoid Mt. Morris and attend different ones and avoid the smell.

**Jacob Uherek, 12330 N. Saginaw** – Just moved into the Mt. Morris area, and has nothing but problems with his trash collection. The mayor was able to get him a can for collection about 2 weeks ago, but he has been billed for collection for months now, and to his calculations he is out \$101.94 from not getting trash service. He's contacted Waste Management several times, who is telling him there is no refund or type of reimbursement. He purchased the house back in October of 2022.

**Gary Thomason, First Apostolic Church** – Gary stated that they have been growing at the church, and that they have people that are falling in love with the City of Mt. Morris. Gary stated that people are willing and trying to bring back the city one step at a time. He also volunteered himself and his services as a pastor to the City of Mt. Morris as a chaplain, to help out in a crisis and people need counsel or clergy in those times of need.

**COUNCIL MEMBER AND STAFF COMMENTS:**

Councilmember Heidenfeldt stated that the he appreciates the packet we received from the Fire Chief on hazardous spills, however it doesn't answer all of his questions, but he will pick it up with him the next time he sees him.

Councilmember Sorensen stated sorry for his absences.

Councilmember Vance thanked everyone for the public comment. He thanked Police Chief Kevin Mihailoff for all the hard work he and the officers are putting in.

Councilmember Templeton thanked everyone for the public comments as well. She does agree that something does need to be done about the marijuana smell. As far as Waste Management, she believes something should be able to be done.

Police Chief Kevin Mihailoff stated that when he had met with F.A.N.G. (Flint Area Narcotics Group) previously about the marijuana, F.A.N.G. said there was nothing the police department could do about a medical grow, as long as the licenses are valid through the State of Michigan.

Mayor Dubey thanked Pastor Thomason for coming tonight. She stated she loved what Mr. Young is wanting to do with the city, and agreed that some of the code enforcement issues should be looked at.

**ADJOURNMENT:**

With no further business, the council meeting was adjourned at **7:32 p.m.**

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Spencer Lewis, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000					
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	MICHIGAN MUNICIPAL LEAGU	1ST QUARTERLY CONTRIBUTION REPORT	81.22	
		Total For Dept 000		81.22	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	NOTICE OF ORDINANCE ADOPTION	20.30	
101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	104.78	
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES GLOBAL SERV	LEASE CHARGES	300.93	
101-215-740.000	OPERATING EXPENSE	SOLUCIENT SECURITY SYSTE	KEY CARDS	100.00	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	20.00	
101-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	69.30	
101-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	150.72	
101-215-874.000	RECIEPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA	23.00	
		Total For Dept 215 ADMINISTRATION		789.03	
Dept 253 TREASURER					
101-253-957.000	CONFERENCES AND WORKSHOPS	HUNTINGTON NATIONAL BANK	CREDIT CARD	379.00	
		Total For Dept 253 TREASURER		379.00	
Dept 257 ASSESSOR					
101-257-801.000	PROFESSIONAL SERVICES	LEGACY ASSESSING SERVICE	FOURTH QUARTER SERVICES	3,000.00	
		Total For Dept 257 ASSESSOR		3,000.00	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	102.03	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	14.67	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	112.95	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	36.63	
		Total For Dept 265 CITY HALL & GROUNDS		266.28	
Dept 266 ATTORNEY					
101-266-801.000	PROFESSIONAL SERVICES	AMANDA DOYLE	PROFESSIONAL SERVICES	7,830.00	
		Total For Dept 266 ATTORNEY		7,830.00	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	GILL-ROY'S HARDWARE	SINGLE CUT KEY	5.97	
101-305-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	CREDIT CARD	154.15	
101-305-740.000	OPERATING EXPENSE	LAW ENFORCEMENT SYSTEMS	CASE MANAGEMENT FILE ENV.	146.00	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	154.81	
101-305-740.000	OPERATING EXPENSE	SIRCHIE	EVIDENCE - RED TAPE	49.02	
101-305-740.000	OPERATING EXPENSE	SIRCHIE	EVIDENCE BOX	40.97	
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	20.00	
101-305-740.000	OPERATING EXPENSE	ZODIAC ENTERPRISES, LLC	NO PARKING SIGN	95.00	
101-305-740.000	OPERATING EXPENSE	HUBBARD'S MILITARY SUPPL	CLASS A SHIRTS/GRADUATION UNIFORM	126.00	
101-305-759.000	UNIFORMS	COMCAST	INTERNET/FAX	39.60	
101-305-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	86.13	
101-305-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	84.82	
101-305-850.000	REPAIR & MAINTENANCE - VEHICL	LETAVIS ENTERPRISES, INC	CAR WASH	18.00	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	MIO AUTO GLASS	WINDSHIELD	275.00	
101-305-991.000	DEBT SERVICE - PRIN	BALBOA CAPITALCORPORATIO	IN CAR CAMERAS	318.94	
		Total For Dept 305 POLICE DEPARTMENT		1,614.41	
Dept 336 FIRE DEPARTMENT					
101-336-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	19.80	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 336 FIRE DEPARTMENT					
101-336-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	43.06	
101-336-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	42.41	
		Total For Dept 336 FIRE DEPARTMENT		105.27	
Dept 371 CODES & ENFORCEMENT					
101-371-801.000	PROFESSIONAL SERVICES	LEON BUNING	FINAL ELECTRICAL INSPECTION PAY	385.00	
101-371-801.000	PROFESSIONAL SERVICES	ROB KEHOE	BUILDING INSPECTIONS	583.33	
		Total For Dept 371 CODES & ENFORCEMENT		968.33	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	AUTO-WARES GROUP	RED GREASE/CLEANER	59.88	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	51.97	
101-441-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	54.46	
101-441-850.000		VERIZON	PHONE BILL	37.86	
101-441-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	55.79	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	2,091.90	
		Total For Dept 441 PUBLIC WORKS		2,351.86	
Dept 701 PLANNING COMMISSION					
101-701-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	PLANNING COMMISSION HEARING	63.20	
		Total For Dept 701 PLANNING COMMISSION		63.20	
Dept 790 LIBRARY					
101-790-801.000	PROFESSIONAL SERVICES	SHERWOOD PROFESSIONAL CL	LIBRARY CLEANING	270.00	
101-790-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	43.93	
		Total For Dept 790 LIBRARY		313.93	
		Total For Fund 101 General		17,762.53	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	ACCOUNT RECEIVABLES	COLD PATCH	198.45	
202-463-740.000	OPERATING EXPENSE	VERIZON	PHONE BILL	75.72	
202-463-801.000	PROFESSIONAL SERVICES	C.B. LAWN CARE	BRUSH PILE REMOVAL	325.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		599.17	
Dept 474 TRAFFIC SERVICES					
202-474-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	TRAFFIC LIGHTS	186.56	
		Total For Dept 474 TRAFFIC SERVICES		186.56	
		Total For Fund 202 Major Street		785.73	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-740.000	OPERATING EXPENSE	ACCOUNT RECEIVABLES	COLD PATCH	198.45	
203-463-801.000	PROFESSIONAL SERVICES	C.B. LAWN CARE	BRUSH PILE REMOVAL	325.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		523.45	
		Total For Fund 203 Local Street		523.45	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	SHUT OFF ENVELOPES	90.74	
590-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	54.45	

BOTH OPEN AND PAID  
WARRANT 23-08

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	29.70	
590-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	64.60	
590-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	37.85	
590-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA	11.50	
		Total For Dept 215 ADMINISTRATION		288.84	
Dept 536 SEWER DISTRIBUTION					
590-536-921.000	COST OF SEWER	GENESEE COUNTY DRAIN COM	FEBRUARY 2023	22,069.13	
590-536-970.000	CAPITAL OUTLAY	JACK DOHENY COMPANIES, I	VAC TRUCK REPAIR	82,214.40	
		Total For Dept 536 SEWER DISTRIBUTION		104,283.53	
Dept 538 SEWER REPAIR					
590-538-801.000	PROFESSIONAL SERVICES	WALDORF & SONS, INC.	SANITARY SEWER MAIN REPAIR	8,886.00	
		Total For Dept 538 SEWER REPAIR		8,886.00	
		Total For Fund 590 SEWER FUND		113,458.37	
Fund 591 Water Fund					
Dept 000					
591-000-642.010	SALE OF WATER	JESSE ENGLAND	WATER CREDIT REFUND - 11945 HIGHLAND	40.79	
		Total For Dept 000		40.79	
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	SHUT OFF ENVELOPES	90.73	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	54.45	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	39.60	
591-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	86.13	
591-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	37.86	
591-215-874.000	ATTN: KRISTIE PRIMEAU	GENESEE COUNTY TREASURER	LINA	11.50	
		Total For Dept 215 ADMINISTRATION		320.27	
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	41.92	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	41.92	
591-537-740.000	OPERATING EXPENSE	AUTO-WARES GROUP	RED GREASE/CLEANER	59.90	
591-537-740.000	OPERATING EXPENSE	MICHIGAN PIPE & VALVE-IN	TUBE CUTTER/ JOINT	270.50	
591-537-740.000	OPERATING EXPENSE	WIN'S ELECTRIC SUPPLY CO	METER WIRE	71.63	
591-537-801.000	PROFESSIONAL SERVICES	ROWE PROFESSIONAL SERVIC	PREPARE DEVELOPMENT PLAN PROJ.	3,126.25	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	OIL FILTER/OIL	64.61	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	VAC TUBING	0.69	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO-WARES GROUP	OEM CONNECTORS	23.98	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	JENKINS' SUNOCO SERVICE	REPAIRS ON TRUCK #38	1,875.95	
		Total For Dept 537 WATER DISTRIBUTION		5,577.35	
Dept 539 WATER REPAIR					
591-539-740.000	OPERATING EXPENSE	MICHIGAN PIPE & VALVE-IN	REPAIR CLAMP	503.14	
		Total For Dept 539 WATER REPAIR		503.14	
		Total For Fund 591 Water Fund		6,441.55	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	17,762.53	
			Fund 202 Major Street	785.73	
			Fund 203 Local Street	523.45	
			Fund 590 SEWER FUND	113,458.37	
			Fund 591 Water Fund	6,441.55	
			Total For All Funds:	138,971.63	



CITY OF MT. MORRIS  
RESOLUTION 23-13

- WHEREAS: The City Manager and Fire Chief have been in negotiations with Genesee Township to combine the fire departments under a new fire services agreement; and
- WHEREAS: The City of Mt. Morris Fire Department will become part of the Genesee Township Fire Department and will be known as "Genesee Township Station 3 – Mt. Morris City"; and
- WHEREAS: The Fire Department will continue to respond out of the City of Mt. Morris station located at 11649 N. Saginaw St., Mt. Morris, MI; and
- WHEREAS: The City of Mt. Morris will pay Genesee Township fifty thousand dollars (\$50,000) per fiscal year, billed quarterly, to cover wages, equipment, uniforms, etc.

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby approve the attached contract commencing on July 1, 2023 and continuing until one of the parties shall notify the other 60 days in advance of its intent to terminate the contract; and

BE IT FURTHER RESOLVED:

That the City Manager and Clerk are hereby authorized to execute the said contract on behalf of the City of Mt. Morris and Staff is directed to take any and all necessary action 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 regular meeting held Monday, April 10, 2023 at 7:00 p.m.

\_\_\_\_\_ Yea                      \_\_\_\_\_ Nay                      \_\_\_\_\_ Absent

\_\_\_\_\_  
Sara Dubey, Mayor

\_\_\_\_\_  
Spencer Lewis, City Clerk

**PUBLIC SAFETY AGREEMENT  
BETWEEN THE CITY OF MT. MORRIS  
AND GENESEE CHARTER TOWNSHIP**

**THIS AGREEMENT MADE AND ENTERED** into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Genesee Charter Township, a Michigan Municipal entity with its principal offices at 7244 N. Genesee Road, Genesee, Michigan 48437, (hereinafter referred to as "the Township"), and the City of Mt. Morris, a Michigan municipal entity with its principal offices at 11649 N. Saginaw Street, Mount Morris, Michigan 48458, (hereinafter referred to as "the City");

**WHEREAS**, the Township will continue to provide fire protection and services to its residents and desires to assist the City in providing fire protection and services to the residents of Mount Morris City; and

**WHEREAS**, the City desires additional fire protection and services for the residents of Mt. Morris City; and

**WHEREAS**, the Township maintains a fire department and is agreeable to rendering such services to the residents of the City provided its costs for rendering such services are fully reimbursed; and

**WHEREAS**, such intergovernmental Agreements are authorized by State statutory authority and pursuant to such authority, the City has been providing fire services to the Township pursuant to contract dated March 16, 2021.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

**I. GENERALLY.**

A. The Township shall provide fire protection and rescue services within the geographical boundary of the City on the same basis such services are provided within the Township on a twenty-four (24) hour per day, seven (7) day per week basis.

B. Mount Morris City fire department shall be known as "Genesee Township Station 3 - Mount Morris City".:

C. To the extent practicable it is anticipated that fire and rescue services will be deployed, and shifts

dedicated so as to allow the City and the Township to be served as one community.

## **II. TERM.**

The term of this Agreement shall commence on the 1st day of JULY 2023.

## **III. CONSIDERATION.**

The City agrees to pay the Township the sum of fifty thousand dollars and 00/100 (\$50,000) Dollars in four (4) equal installments, to be billed by the Township to the City quarterly.

The Parties agree that should any repairs to the City vehicles/equipment become necessary, the Township shall be responsible for securing and funding such repairs. If the cost of said repair exceeds five thousand dollars and 00/100 (\$5,000), the cost shall be split equally between the parties after approval by the Mt. Morris City Council and the Genesee Township Board.

Any disputes regarding the billing shall be resolved per Paragraph VIII C, below.

At the end of every quarter for the first year, the parties agree to cooperate in the evaluation of the terms of this agreement, including the billing and consideration.

## **IV. OPERATION AND MANAGEMENT OF FIRE DEPARTMENT.**

A. The Township shall be solely responsible for the operation and management of the Fire Department and for the supervision and management (including the right to hire, discipline and discharge) of all employees of the Fire Department, and their terms, hours, and condition of employment, as well as any wages, benefits, health, retirement, or otherwise, that may be provided or received, including newly named and acquired "Genesee Township Station 3 - Mount Morris City".

B. The City agrees that the matter of the number of employees of the Township's Fire Department is a matter solely within the discretion of the Township, and that the chain of command dispatching responsibilities and leadership within the Fire Department is a matter which are

solely within the discretion of the Township, regardless of the current command structure in place at the City.

C. The Township shall not prohibit any otherwise qualified resident of the City from fire department service simply by virtue of his or her residence in the City.

D. The Township shall ensure that the services provided by its Fire Department to the City, and the residents of the City shall be provided in a courteous and professional manner.

E. The Township shall provide all facilities, motor vehicles, equipment and supplies necessary to operate the Fire Department, including communications facilities and dispatching equipment necessary to maintain a level of service equal to that heretofore provided, and such level of service shall be the same in the City as in the Township except that City shall provide and maintain the building for Station 3 and be responsible for all fueling costs and insurance associated with Station 3 building, trucks, and equipment.

#### **V. SCHEDULES AND REPORTS.**

A. The Township Fire Department shall provide the City a copy of the monthly activity report describing the Fire Department activities performed within the corporate limits of the City. Such monthly reports shall be delivered to the City Manager.

#### **VI. INDEMNIFICATIONS.**

A. The City shall have no liability for the payment of any salaries, wages or other compensation to any Township personnel performing services hereunder, or any liability other than that provided for in this Agreement.

B. The City shall have no liability for any workman's compensation benefits paid or due to any Township employee for the performance of any activities in connection with this Agreement. To that end, the Township shall, throughout the term of this Agreement, maintain in full force and effect workman's compensation insurance coverage for all employees providing services under this Agreement.

C. The Township shall indemnify the City for and hold the City harmless from any liability for damages to persons or property caused by employees of the Township in the performance of the Agreement. To that end, the Township shall maintain in full force and effect throughout the term of this Agreement a policy or policies of liability insurance with coverage amounts no less than Five Million (\$5,000,000.00) Dollars, and deductible levels no greater than Twenty-five Thousand (\$25,000.00) Dollars.

#### **VII. INSURANCE**

The Township will add the City of Mt. Morris to their insurance policy as additional insured. The City will add Genesee Township to their insurance policy as additional insured.

#### **VIII. COMMUNICATIONS, ACCESS COMPLAINTS AND COOPERATION.**

A. All day-to-day communications between the City and the Township regarding this Agreement, and the services provided hereunder, shall be between the City's City Manager and the Township's Supervisor and/or their designated agents.

B. The Township shall provide the City with a copy of the monthly run report of all fire and rescue responses for the preceding month.

C. If the City has, or has received from others, any complaints regarding the fire or rescue services being provided under this Agreement, including the conduct of any firefighter in connection therewith, such complaint shall be reduced to writing and shall be transmitted to the Township's Fire Chief and/or Supervisor by the City's City Manager and/or its designee. The Township's Fire Chief or Supervisor, or his or her designee, shall provide a written response to said complaint to the City's City Manager within fourteen (14) days of the receipt of the complaint. If the response is not satisfactory, the complaint shall be reviewed by a committee of three (3) elected Township officials appointed by the Township Supervisor and a committee of three (3) elected City Officials appointed by the City Council. The committees shall have no authority other than to discuss the complaint and make suggestions to their respective municipalities.

D. The City agrees to fully cooperate with the Township in the performance of its obligations hereunder.

**IX. FINES, COSTS AND FEES.**

Nothing herein shall be construed to affect the City's right, under State statute or Court Rule, to receive its share of the fees to which it is entitled in connection with the inspections of premises licensed by the Michigan Liquor Control Commission. All such fines, costs and fees shall be the sole property of the City.

**X. AMENDMENT.**

No amendment of this Agreement shall be effective unless same is in writing, approved by and duly executed by both the City and the Township.

**XI. TERMINATION.**

The Agreement may be terminated without cause by either party providing the other party with sixty (60) days written notice of such termination to the other party.

**XII. NOTICES AND REVERSION TO THE CONTRACT OF MARCH 16, 2021.**

Any notice required to be given under this Agreement shall be effective if such notice is in writing and either delivered personally or sent to the other party by first class mail with postage prepaid thereon and addressed to the persons listed below. Such notice shall be deemed effective upon the date of delivery in the case of personal delivery or on the day after depositing said notice in a United States mail receptacle in the case of first-class mailing.

**To the City:**

City Manager  
City of Mt. Morris  
11649 N. Saginaw  
Mount Morris, MI 48458

**with a copy to:**

Mayor  
City of Mt. Morris  
11649 N. Saginaw  
Mount Morris, MI 48458

**To the Township:**

Fire Chief  
Genesee Township Fire Dept.  
7234 Glidden Street  
Genesee, MI 48437

**with a copy to:**

Supervisor  
Genesee Township  
7244 N. Genesee Road  
Genesee, MI 48437

Upon termination, for any reason, of this Agreement, the terms and responsibilities of the parties shall revert to and be set forth as provided in the FIRE AGREEMENT between the two parties dated March 16, 2021.

**XIII. BINDING EFFECT.**

This Agreement shall be binding upon the parties hereto, their successors and assigns throughout its term.

**XIV. ACKNOWLEDGMENT OF AUTHORITY.**

By execution hereof the City and the Township each acknowledge to the other that they have the legal authority to enter into this Agreement, and the execution of this Agreement has been duly authorized by their respective legislative bodies.

**XV. SEVERABILITY.**

If any section, paragraph, provision, term, condition and/or requirement of this Agreement, or any of the exhibits hereto incorporated by reference, is held null, void, or in any manner unenforceable by any court or competent jurisdiction, all remaining sections, paragraphs, provision, terms, conditions and/or requirements hereof shall remain in full force and effect and shall be enforceable in law and equity.

**IN WITNESS HEREOF** the Charter Township of Genesee by Resolution adopted by its Township Board authorized this contract to be signed by their duly authorized agents, and the City of Mt. Morris by Resolution adopted by its City Council authorized this contract to be signed by their duly authorized agents have executed this contract as of the \_\_\_\_\_, day of \_\_\_\_\_, 2023.

CITY OF MOUNT MORRIS

By: \_\_\_\_\_  
Vicki L. Corlew,  
City Manager  
City of Mt. Morris

By: \_\_\_\_\_  
Spencer W. Lewis,  
Clerk  
City of Mt. Morris

Prepared by:  
Amanda N. Doyle, PLLC  
Attorney at Law  
702 Church Street  
Flint, Michigan 48502  
(810) 767-6860

CHARTER TOWNSHIP OF GENESEE

By: \_\_\_\_\_  
Daniel K. Eashoo,  
Supervisor  
Genesee Township

By: \_\_\_\_\_  
Wayne Bates,  
Clerk  
Genesee Township



**CITY OF MT. MORRIS**

**RESOLUTION 23-14**

**WHEREAS:** Legacy Assessing Services Inc. has provided assessing services to the City since 1984; and

**WHEREAS:** The City has been satisfied with these services as the City's Assessors; and

**WHEREAS:** Legacy Assessing Services Inc. has proposed a contract renewal for the fiscal year 2023/2024 and fiscal year 2024/2025 with the cost of services, to be paid quarterly, as follows:

Fiscal year 2023/2024 Twelve Thousand Eight Hundred (\$12,800) Dollars

Fiscal year 2024/2025 Thirteen Thousand Two Hundred (\$13,200) Dollars

and

**WHEREAS:** Staff believes the contract to be in acceptable form and the fee structure to be reasonable and in accordance with the cost of assessment services generally.

**NOW THEREFORE, BE IT RESOLVED:**

That this Council does hereby approve the attached Assessment Services Agreement with Legacy Assessing Services Inc. subject to the terms and conditions set forth therein and does hereby authorize the Manager to execute the same on behalf of the City.

Moved by Council member \_\_\_\_\_, and seconded by Council member \_\_\_\_\_, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, April 10, 2023, at 7:00 p.m.

\_\_\_\_\_ Yea

\_\_\_\_\_ Nay

\_\_\_\_\_ Absent

\_\_\_\_\_  
Sara Dubey, Mayor

\_\_\_\_\_  
Spencer Lewis, City Clerk

ASSESSING CONTRACT

FOR

MT. MORRIS CITY  
GENESEE COUNTY

FROM

LEGACY ASSESSING SERVICES  
PO BOX 489  
FENTON, MICHIGAN 48430  
(810) 750-1660

2024 & 2025 ASSESSMENT YEARS

Legacy Assessing Services shall, through the use of qualified and experienced personnel, complete the 2024 & 2025 Assessment Rolls for Mt. Morris City, Genesee County. This includes, but is not limited to, the following:

1. NEW CONSTRUCTION All new construction shall be reviewed and appraised within the City using the methods promulgated by the State Tax Commission.
2. SALES, ECONOMIC CONDITION FACTORS All residential neighborhoods will be compared by a Sales Ratio Study aligning neighborhoods as necessary.
3. LAND VALUES Proper land values will be maintained for each parcel of real property in the City.
4. PROPERTY TRANSFERS The Company shall process all deeds, Property Transfer Affidavits, Principal Residence Exemptions and address changes in the assessing system.
5. REQUIRED FORMS AND CERTIFICATION The Certified Assessor shall complete and/or review all forms which are required to be submitted to the Equalization Department and State Tax Commission and will certify the 2024 & 2025 assessment rolls.
6. BOARD OF REVIEW The Assessor will meet with the Board of Review prior to and at the completion of public meetings to discuss problem assessments.
7. APPEALS TO TRIBUNAL OR COURTS The Assessor will defend small claims appeals at the Michigan Tax Tribunal which are held during the time of this contract. The Assessor will answer entire tribunal appeals at the Michigan Tax Tribunal. The Company will assist with Entire Tribunal appeals throughout the process during the duration of this contract. Any Tribunal valuations will be discussed on a case-by-case basis. All required legal counsel shall be supplied by the City.
8. LAND DIVISIONS The Assessor will consult with the City Manager or her designee on all land divisions. The Assessor will complete all approved land divisions in the assessing program.
9. INDEMNIFICATION The Company shall be required to carry such insurance that shall indemnify and save the City and its officers and employees harmless from all claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought or recovered against it, by reason of any act or omission of the Company, its agents or employees in the execution of the work. The Company will furnish an insurance rider explaining such coverage to the City.

10. PERSONAL PROPERTY The Company will review and assess all personal property in the City. The City is responsible for the expense of mailing out personal property statements.

11. ASSESSMENT CHANGE NOTICES The Company will set the 2024 & 2025 Assessments. The City will be responsible for the printing and mailing of the Assessment notices. The Company currently uses KCI for the printing and mailing of assessment notices. If the City agrees to use KCI, the Company will coordinate the printing of notices and the City will be responsible for the cost.

12. START AND COMPLETION The work will commence July 1, 2023 and will terminate June 30, 2025.

13. COST OF SERVICE The Company shall provide the services specified in this proposal for the fee as follows, all to be paid quarterly each fiscal year:

Fiscal Year 2023/2024 - Twelve Thousand Eight Hundred (\$12,800) Dollars

Fiscal Year 2024/2025 - Thirteen Thousand Two Hundred (\$13,200) Dollars

The Company or the City, upon thirty (30) days written notice, may terminate the assessing service contract.

\_\_\_\_\_  
Heather MacDermaid, Owner  
Legacy Assessing Services, Inc

\_\_\_\_\_  
Vicki Corlew, City Manager  
City of Mt. Morris

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**CITY OF MT. MORRIS  
RESOLUTION NO. 23-15**

**WHEREAS:** Pursuant to Resolution 17-16, Vicki Corlew was designated City Manager/Treasurer to serve in said position until July 31, 2021, and,

**WHEREAS:** Pursuant to Resolution 21-25, this contract was renewed, and Vicki Corlew was designated City Manager/Treasurer to serve in said position until June 30, 2023, and,

**WHEREAS:** Due to the quality and efficiency of her work, this Council has determined to extend her position of City Manager subject to the terms and conditions set forth in the attached Employment Contract pursuant to which she shall continue to occupy the office of City Treasurer and will receive the compensation as set forth therein, and shall have the right to return to the position of City Treasurer at the termination of her tenure as City Manager.

**NOW, THEREFORE, BE IT RESOLVED:**

That this Council does hereby approve the attached Employment Contract and does hereby authorize the execution thereof by the Mayor and City Clerk.

Moved by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and thereafter adopted by the City Council of the City of Mt. Morris at a meeting held Monday, April 10, 2023 at 7:00 p.m.

\_\_\_\_\_ Yea

\_\_\_\_\_ Nay

\_\_\_\_\_ Absent

\_\_\_\_\_  
Sara Dubey, Mayor

\_\_\_\_\_  
Spencer Lewis, City Clerk

## EMPLOYMENT CONTRACT

THIS CONTRACT made this 10<sup>th</sup> day of April 2023 by and between the City of Mt. Morris, a Michigan Municipal Corporation and Vicki Corlew,

### WITNESSETH:

1. **Retention as City Manager:** Vicki Corlew shall serve as the City Manager and shall perform all duties and functions of said office pursuant to the Charter of the City of Mt. Morris. She shall, also, during the term hereof continue to occupy the office of City Treasurer, with the understanding, that some routine functions will be delegated.
2. **Term:** Vicki Corlew shall serve a term of two (2) years commencing on July 1, 2023, and terminating on June 30, 2025.
3. **Compensation:** (a) Vicki Corlew shall be compensated at the rate applicable to the position of City Treasurer and shall continue to receive all rights and fringe benefits applicable to employees of the City of Mt. Morris including, but not limited to the retirement program and all other benefits as set forth in the applicable sections of the Personnel Policy. She shall receive in addition to the full Treasurer's salary, the sum of \$18,576, and fringe benefits, including the City's retirement contribution shall be based upon the aggregate salary, which shall consist of these two amounts; (b) She shall be entitled to a raise of 4% of the said aggregate salary, as aforesaid, on July 1, 2023 and a raise of 4% of the said aggregate salary, as aforesaid, on July 1, 2024 and said rate shall continue as long as this contract continues; and, (c) Service in the position of City Manager shall not, in any way, have an effect upon the receipt of those fringe benefits currently applicable to her in the position of City Treasurer.
4. **Termination:** Either party, the City or Vicki Corlew, shall have the right to terminate this Contract upon 60 days written notice.
5. **Return to the Position of City Treasurer:** At the termination of her tenure as City Manager, whether it be during the term of this Agreement or after the term has been concluded, she shall have the absolute right to return to the position of City Treasurer with all of the rights and benefits pertaining thereto including, but not limited to seniority rights accrued during the term of the agreement.

April \_\_, 2023

\_\_\_\_\_  
By: Sara Dubey, Mayor

April \_\_, 2023

\_\_\_\_\_  
By: Spencer Lewis, City Clerk

April \_\_, 2023

\_\_\_\_\_  
By: Vicki L. Corlew, City Manager/Treasurer

**CITY OF MT. MORRIS  
RESOLUTION 23-16**

**WHEREAS:** The Charter of the City of Mt. Morris, specifically Section 7.4 thereof entitled, “Budget Hearing”, requires a public hearing on the budget before final adoption at such place and time as the Council shall direct; and

**WHEREAS:** The Charter further provides that notice of such public hearing shall be published at least one week in advance by the City Clerk and further provides that a copy of the proposed budget shall be on file and available to the public during office hours at the office of the City Clerk for a period of not less than one week prior to such public hearing.

**NOW THEREFORE, BE IT RESOLVED:**

That this Council does hereby set Monday, April 24, 2023 at 7:00 p.m. as the date and time for the public hearing on the fiscal year 2023/2024 budget, which hearing shall take place at the City Council chamber at 11649 N. Saginaw Street in the City of Mt. Morris, Michigan.

**BE IT FURTHER RESOLVED:**

That pursuant to the Truth in Taxation law the property tax millage rate proposed to be levied to support the proposed budget shall also be a subject of this hearing.

**BE IT FURTHER RESOLVED:**

That the Clerk is hereby directed to cause notice of said public hearing to be published at least six days before the said hearing and does further direct the Clerk to have on file and available in the City Hall, a copy of the fiscal year 2023/2024 budget during business hours for a period of not less than one week prior to said public hearing.

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, April 10th, 2023 at 7:00 p.m.

\_\_\_\_\_ Yea

\_\_\_\_\_ Nay

\_\_\_\_\_ Absent

\_\_\_\_\_  
Sara Dubey, Mayor

\_\_\_\_\_  
Spencer Lewis, City Clerk