

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
August 25th, 2025
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 August 11th, 2025.

6. COMMUNICATIONS:

None.

7. APPROVAL OF WARRANT: Approval of Pre-Warrant #25-17 in the amount of \$500.00 & Warrant #25-18 in the amount of \$121,260.54

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

9. UNFINISHED BUSINESS:

None.

10. NEW BUSINESS:

- a. **ORDINANCE 2025-05: Marijuana Establishment Hours of Operation (first reading)**
- b. **RESOLUTION 25-25: Oil and grease separator agreement 11725 N. Saginaw**
- c. **RESOLUTION 25-26: New patrol vehicle for police department**
- d. **RESOLUTION 25-27: Outfitting of new police department patrol vehicle**
- e. **Discussion on code violations / mailings of notices**

11. PUBLIC COMMENT (Five Minute Time Limit).

12. COUNCIL MEMBER AND STAFF COMMENTS

13. ADJOURNMENT

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

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
August 11th, 2025

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

PRESENT: Smith, Withey, Darisaw, Walter, Vance, Templeton and Dubey

ABSENT: None

OTHERS: City Manager/Clerk Spencer Lewis, Assistant Fire Chief Mike Kidd, DPW Superintendent Paul Zumbach, and City Attorney Amanda Odette.

The Pledge of Allegiance.

APPROVAL OF AGENDA:

A motion was made by Councilmember Vance, and seconded by Councilmember Withey to approve the agenda.

All ayes.

Motion carried.

APPROVAL OF MINUTES:

A motion was made by Councilmember Templeton and seconded by Councilmember Smith to approve the regular meeting minutes from July 28th, 2025.

All ayes.

Motion carried.

COMMUNICATIONS:

City Manager/Clerk Spencer Lewis discussed city hall office hours with city council, along with updates/upgrades that are in the works for the city website.

APPROVAL OF WARRANT:

A motion was made by Councilmember Vance and seconded by Councilmember Templeton to approve **Warrant #25-16 in the amount of 62,162.23**

Roll call: ____ 7 ____ Ayes ____ 0 ____ Nays ____ 0 ____ Absent

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. RESOLUTION 25-23: DPW roof repairs

A motion was made by Councilmember Smith and seconded by Councilmember Vance to approve resolution 25-23.

Mayor Sara Dubey asked DPW Superintendent Paul Zumbach if patching the roof would suffice at the moment, or does it require a new roof?

Paul Zumbach stated that he believed patching the roof at the moment would work.

Roll call: ____ 7 ____ Ayes ____ 0 ____ Nays ____ 0 ____ Absent

Motion carried.

b. RESOLUTION 25-24: City-wide rummage/yard sale

A motion was made by Councilmember Walter and seconded by Councilmember Darisaw to approve resolution 25-24.

Mayor Sara Dubey questioned if they would need to obtain a permit?

City Manager/Clerk Spencer Lewis stated that in the ordinance, it stated that no permit is required. He also stated that he had reached out to our trash provider Waste Management to see if they would donate a couple of dumpsters for this endeavor, and they proudly responded that they would be happy to assist.

Roll call: ____ 7 ____ Ayes ____ 0 ____ Nays ____ 0 ____ Absent

Motion carried.

c. Homecoming parade request

A motion was made by Councilmember Vance and seconded by Councilmember Templeton to approve the request.

All ayes.

Motion carried.

PUBLIC COMMENT:

Amanda Siel, 11638 Temperance – Amanda spoke upon the firefighter cadet/junior program and the hopes of the City being able to establish such program.

Mac Irwin, 7370 Red Maple – Mac stated that the dumpsters are a good idea, but also a bad idea due to scrappers and people throwing things away that shouldn't be in there. Also, with the DPW building, if it is ever decided to demo the building the cost for asbestos abatement would still be there, due to the asbestos needing to be removed prior to demo.

COUNCIL MEMBER AND STAFF COMMENTS:

Councilmember Darisaw asked if what she had mentioned previously could be added to the next agenda for a discussion topic. Councilmember Darisaw also questioned if City Manager/Clerk Spencer Lewis had discussed this topic with DPW Superintendent Paul Zumbach along with Attorney Odette, and he stated yes, that he had.

Councilmember Vance stated that the cleanup at Rite Aid looks very good, and the food truck event was great as well. Councilmember Vance also stated he would like to see Fire Chief Young prioritize his list of wants/needs to be able to start tackling some of the projects he would like to see accomplished.

Councilmember Withey stated that we should look into hosting a one day event for the fire department/police department like they do where he grew up in Otisville. He had heard from a friend that is a firefighter out that way, that they had raised just about \$35,000.00 for a weekend.

Councilmember Templeton stated that she agrees with Councilmember Withey about hosting an event, the food truck events are wrapped up for the season for the DDA, and the car show was a hit.

Assistant Fire Chief Mike Kidd stated that they are looking at another certified firefighter to join the department here soon.

DPW Superintendent stated that the car show went great with no major incidents.

Mayor Sara Dubey questioned the process of hiring another full-time officer? She thanked the fire department for bringing the bounce house down for the last food truck event, the police department for always having a presence at the events. She thanked the councilmembers and Mac Irwin for helping clean up last week. We had a busy and successful weekend here within the City.

ADJOURNMENT:

With no further business, the council meeting was adjourned at **7:40 p.m.**

Spencer Lewis, City Clerk

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	MT. MORRIS CHRISTIAN FAI	AUGUST FOOD TRUCK ENTERTAINMENT	500.00	
		Total For Dept 103 AUTHORITY BOARD		500.00	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		500.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 248 DOWNTOWN DEVE	500.00	
			Total For All Funds:	<u>500.00</u>	

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	7,731.69	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	HUMANA HEALTH PLAN INC	DENTAL/VISION INSURANCE	1,035.47	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	MML WORKER'S COMP FUND	POLICY PREMIUM	3,773.00	
101-000-283.000	PERFORMANCE BOND PAYABLE	JOSEPH NEMINSKI	FIRE INSURANCE WITHHOLDING - 1122 HOW	15,520.00	
		Total For Dept 000		28,060.16	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	GCGC	GCGC FALL MEETING	15.00	
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	144.68	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	DOCUMENT SHREDDING	20.00	
101-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	33.00	
101-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	163.20	
101-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	2,703.26	
101-215-874.000	RECIEPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA - AUGUST	54.50	
		Total For Dept 215 ADMINISTRATION		3,133.64	
Dept 223 ACCOUNTANT					
101-223-801.000	PROFESSIONAL SERVICES	PLANTE & MORAN	YEAR END FINANCIAL STATEMENT FOR YEAR	4,550.00	
		Total For Dept 223 ACCOUNTANT		4,550.00	
Dept 253 TREASURER					
101-253-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	72.34	
		Total For Dept 253 TREASURER		72.34	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	39.38	
101-265-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	335.00	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	36.63	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL GAS	26.84	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL ELEC.	747.25	
		Total For Dept 265 CITY HALL & GROUNDS		1,185.10	
Dept 267 OTHER CITY PROPERTY					
101-267-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	PARKING LOT	52.09	
		Total For Dept 267 OTHER CITY PROPERTY		52.09	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	19.96	
101-305-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	72.34	
101-305-740.000	OPERATING EXPENSE	ROWE PROFESSIONAL SERVIC	ORDINANCE AMENDMENT REVIEW	75.00	
101-305-740.000	OPERATING EXPENSE	VC3, INC	HDMI NEW COMPUTER INSTALL	25.43	
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	DOCUMENT SHREDDING	20.00	
101-305-745.000	GAS & FUEL	WEBSTER & GARNER	REG. GASOLINE	595.21	
101-305-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	99.00	
101-305-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	93.28	
101-305-899.000	NARCOTICS ENFORCEMENT	KEVIN MIHAIOFF	EXPENSE VOUCHER	202.96	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LOUIE'S TOWING & AUTO RE	TIRE BALANCE	140.00	
		Total For Dept 305 POLICE DEPARTMENT		1,343.18	
Dept 336 FIRE DEPARTMENT					
101-336-745.000	GAS & FUEL	WEBSTER & GARNER	REG. GASOLINE	28.58	
101-336-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	37.00	
101-336-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	46.67	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 336 FIRE DEPARTMENT					
101-336-932.000	REPAIR & MAINTENANCE - VEHICL	LEO'S SAW SHOP	AIR FILTER/FLUID	52.11	
		Total For Dept 336 FIRE DEPARTMENT		164.36	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	JENKINS' SUNOCO SERVICE	TIRE REPAIR	200.00	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	26.92	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	64.93	
101-441-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	25.00	
101-441-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	42.61	
		Total For Dept 441 PUBLIC WORKS		359.46	
Dept 567 CEMETERY					
101-567-740.000	OPERATING EXPENSE	HOME DEPOT CREDIT SERVIC	CONCRETE MIX	40.32	
		Total For Dept 567 CEMETERY		40.32	
Dept 790 LIBRARY					
101-790-740.000	OPERATING EXPENSE	BURNS HEATHING & COLLING	AIR CONDITIONER REPAIR - COMMUNITY RO	474.46	
101-790-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	55.79	
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LIBRARY	489.22	
		Total For Dept 790 LIBRARY		1,019.47	
		Total For Fund 101 General		39,980.12	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	AJAX MATERIALS CORP	COLD PATCH	219.37	
202-463-740.000	OPERATING EXPENSE	ASPHALT REPAIR MAINTENAN	ASPHALT REPAIRS/ STORM SEWER	4,800.00	
202-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,875.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		6,894.37	
		Total For Fund 202 Major Street		6,894.37	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-740.000	OPERATING EXPENSE	AJAX MATERIALS CORP	COLD PATCH	219.38	
203-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,475.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		1,694.38	
		Total For Fund 203 Local Street		1,694.38	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD					
248-103-740.000	OPERATING EXPENSE	VIC'S PARTY RENTAL, LLC	AUGUST 2025 FOOD TRUCK EVENT	790.00	
248-103-880.000	COMMUNITY PROMOTIONS	VIC'S PARTY RENTAL, LLC	BACK TO THE BRICKS CAR SHOW	325.00	
		Total For Dept 103 AUTHORITY BOARD		1,115.00	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		1,115.00	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	144.69	
590-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	33.00	
590-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	69.97	
590-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	933.45	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA - AUGUST	27.25	
		Total For Dept 215 ADMINISTRATION		1,208.36	
Dept 536 SEWER DISTRIBUTION					
590-536-932.000	REPAIR & MAINTENANCE - VEHICL	JACK DOHENY COMPANIES, I	VACUUM ISSUE REPAIRS	678.67	
590-536-932.000	REPAIR & MAINTENANCE - VEHICL	JACK DOHENY COMPANIES, I	REPLACE LEAKING HOSE REEL	1,141.81	
590-536-970.000	CAPITAL OUTLAY	JACK DOHENY COMPANIES, I	REBUILD FRONT HOSE REEL	9,064.69	
		Total For Dept 536 SEWER DISTRIBUTION		10,885.17	
		Total For Fund 590 SEWER FUND		12,093.53	
Fund 591 Water Fund					
Dept 000					
591-000-255.000	WATER DEPOSITS PAYABLE	CITY OF MT. MORRIS	WATER DEPOSIT REFUND	250.00	
591-000-255.000	WATER DEPOSITS PAYABLE	CITY OF MT. MORRIS	WATER DEPOSIT REFUND - 555 OAK	250.00	
		Total For Dept 000		500.00	
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	144.68	
591-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 AUGUST 2025	33.00	
591-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	93.29	
591-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INSURANCE	933.45	
591-215-874.000	ATTN: KRISTIE PRIMEAU	GENESEE COUNTY TREASURER	LINA - AUGUST	27.25	
		Total For Dept 215 ADMINISTRATION		1,231.67	
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	47.65	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	47.65	
591-537-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	USA BLUE BOOK	WATER TESTING	121.96	
591-537-745.000	GAS & FUEL	WEBSTER & GARNER	REG. GASOLINE	216.90	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT - 310 W MT MORRIS	33.02	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT - 321 LINCOLN	33.02	
591-537-921.000	COST OF WATER	GENESEE COUNTY DRAIN COM	JULY 2025 WATER	57,143.33	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	JENKINS' SUNOCO SERVICE	TIRE REPAIR	25.00	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	MENARDS - CLIO	SUPPLIES	7.94	
		Total For Dept 537 WATER DISTRIBUTION		57,751.47	
		Total For Fund 591 Water Fund		59,483.14	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	39,980.12	
			Fund 202 Major Street	6,894.37	
			Fund 203 Local Street	1,694.38	
			Fund 248 DOWNTOWN DEVE	1,115.00	
			Fund 590 SEWER FUND	12,093.53	
			Fund 591 Water Fund	59,483.14	
			Total For All Funds:	121,260.54	

CITY OF MT. MORRIS
GENESEE COUNTY, MICHIGAN
ORDINANCE NO. 2025-05

AN ORDINANCE AMENDING THE MT. MORRIS CITY CODE OF ORDINANCES, THE ZONING ORDINANCE, BY AMENDING THE HOURS OF OPERATION FOR ANY MARIJUANA ESTABLISHMENT; TO AMEND APPENDIX D, SECTION 9.20, SECTION I(A)

THE CITY OF MT. MORRIS ORDAINS:

SECTION I

Section 9.20 MARIJUANA ESTABLISHMENTS

It is the intent of this section to regulate any marijuana establishments by the following requirements:

A. Operational Limitations.

1. A marijuana establishment shall only operate between 9:00 a.m. and 10:00 p.m. Monday through Saturday and 10:00 a.m. and 9:00 p.m. Sunday.

SECTION II

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

SECTION III

Specifically Ordinance 21-03, 22-02, and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV

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 V

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

We the undersigned Mayor and Clerk of the City of Mt. Morris, do hereby certify that the above ordinance was adopted on the second reading by the City Council at a regular meeting on the ____ day of September, 2025.

CITY OF MT. MORRIS

BY: Sara Dubey, Mayor

BY: Spencer Lewis, City Clerk

Ordinance introduced on: 08/25/2025

Second Reading:

Publication date:

Effective date:

**CITY OF MT. MORRIS
RESOLUTION 25-25**

WHEREAS: The Superintendent of Public Works recommends that the City requires an agreement for an oil and grease separator for the new construction of a gas station located at 11725 N. Saginaw Street, parcel number 57-12-528-017; and,

WHEREAS: This agreement will provide adequate protection of the City's sanitary sewer collection system and storm water collection system pursuant to ordinance 14-02; and,

NOW THEREFORE, BE IT RESOLVED,

That this Council does hereby approve the requirement of the oil and grease separator for the new construction of a gas station located at 11725 N. Saginaw Street, parcel number 57-12-528-017, and authorizes administration to execute such agreement on behalf of the City of Mt. Morris.

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, August 25, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk

**OIL AND GREASE SEPARATOR OPERATION AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT is made and entered into this day of _____, 20____, by and between _____ (the "Landowner"), and the City of Mt. Morris, Michigan (the "City");

WHEREAS the Property contains an oil and grease separator (the "Equipment"); and

WHEREAS the City and the Landowner agree that the continuous, unobstructed, and maintenance-free operation of the City's sanitary sewer collection system and storm water collection system requires that the

Equipment be maintained appropriately on the Property; and

WHEREAS the City requires that the Equipment be maintained appropriately by the Landowner, and its successors and assigns.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and the following terms and conditions, the City and the Landowner hereby agree as follows:

1. The Landowner, and its successors and assigns, shall maintain the Equipment in good working conditions, in a manner that is acceptable to the City, in accordance with the Maintenance Schedule attached to this Agreement as Exhibit 1, and in such a way that the Equipment is performing its designed function.
2. The Landowner, and its successors and assigns, hereby grant permission to the City and to the City's authorized agents and employees, to enter onto the Property to inspect the Equipment whenever the city deems such inspection is necessary. The purpose of the inspection is to ensure the safe and proper functioning of the Equipment. The inspection shall include the investigation of the condition and proper maintenance of the Equipment to ensure that no fats, oil, or grease are transported or deposited in the City's sanitary sewer collection system or the City's storm water collection system when deficiencies are noted,

the City shall notify the Landowner, its successors or assigns, and provide information about the inspection findings and evaluations. The Landowner, its successors and assigns shall immediately remedy the noted deficiencies.

3. In the event that the Landowner, its successors and assigns, fail to maintain the Equipment as required by Section 1 of this Agreement, the City may enter upon the Property and take whatever steps it deem necessary to maintain said Equipment, and the City shall charge the associated costs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property, outside of an easement area belonging to the City. It is expressly understood and agreed that the city is under no obligation to maintain or repair the Equipment, and in no event shall this Agreement be construed to impose any such obligation on the city. This Agreement shall not be construed to establish any non-party right to bring a cause of action against the City.

4. The Landowner shall develop and attach to this Agreement as Exhibit 1 a document entitled "Oil and Grease Separator Maintenance Schedule and Guidelines" ("Maintenance Schedule") that has been prepared in accordance with the recommendations of the manufacturer and approved by the city. This document shall describe the maintenance practices to be performed for the Equipment and shall include a maintenance schedule for the implementation of these practices. The contents and requirements of this document shall be binding on the Landowner, and its successors and assigns; however, any maintenance practice may be amended through a mutual written agreement of the Landowner and its successors and assigns and the city.

5. The Landowner, its successors and assigns, will perform maintenance in accordance with the Maintenance Schedule.

6. In the event that the city, acting pursuant to this Agreement, performs work of any

nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, on account of the Landowner's or its successors' or assigns' failure to perform such work, the Landowner, or its successors and assigns, shall reimburse the City, upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. If not paid within such a 30-day period, the City shall have a lien against the Property in the amount of such costs, plus interest at the Judgment Rate, and may enforce it in the same manner that a lien for real property taxes may be enforced.

7. The Landowner, its successors and assigns, shall indemnify and hold harmless the City and its agents and employees for any and all damage, accidents, casualties, occurrences or claims which might arise or be asserted against the city for the construction, presence, existence or maintenance of the Equipment.

8. In the event a claim is asserted against the City, its agents or employees, the City shall promptly notify the Landowner, their successors and assigns, who shall then defend the city, at their own expense, against any suit based on such claim.

9. This Agreement shall be recorded among the land records of the City of Mt. Morris Michigan, and shall constitute a covenant running with the land/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest.

WITNESS the following signatures and seals:

Landowner signature

Print or type name

Title

ATTEST:

State of Michigan

CITY OF _____

I, _____, a Notary Public in and for the city and
State aforesaid, whose commission expires on the ____ day of _____,
20__, do hereby certify that _____, whose name(s)
is/are signed to the foregoing Agreement bearing the date of the ____ day of
_____, 20__, has acknowledged the same before me in my said City and State.
GIVEN UNDER MY HAND THIS _____ day of _____, 20__.

**CITY OF MT. MORRIS
RESOLUTION NO. 25-26**

WHEREAS: The Police Department is in need of a new patrol vehicle; and

WHEREAS: The Police Department has received the following quote:

Berger Chevrolet	2025 Chevrolet Tahoe	\$53,388.00
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and,

WHEREAS: Cost for a new PD patrol vehicle is in the FY 2025/2026 Budget; and

WHEREAS: The Chief of Police has reviewed specs for the vehicle and recommends that the City purchase the 2025 Chevrolet vehicle from Berger Chevrolet; and

NOW, THEREFORE, BE IT RESOLVED:

That this Council does hereby authorize the purchase of said 2025 Chevrolet Tahoe vehicle from Berger Chevrolet for \$53,388.00

AND, BE IT FURTHER RESOLVED:

That staff is hereby authorized to, accordingly, take all appropriate action pursuant hereto.

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, August 25, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



It's Always Better at Berger

2525 28th Street SE
Grand Rapids, MI 49512
Phone: (616) 949-5200
Fax: (616) 988-9178

Invoice No. 391645

INVOICE

Customer

Name	<u>CITY OF MT.MORRIS</u>	Date	<u>08/19/2025</u>
Address	<u>11649 N SAGINAW ST</u>	P.O. #	<u>N/A</u>
City	<u>MT.MORRIS</u> State <u>MI</u> ZIP <u>48458</u>	Contact	<u>N/A</u>
Phone	<u>810/686-4400</u>	Salesperson	<u>ROBERT EVANS</u>

Qty	Description	Unit Price	TOTAL
	2025 CHEVROLET TAHOE	53373.00	53388.00
	TITLE FEE	15.00	
	Vehicle Numbers 1GNS6UED3SR391645		

Payment Details

☐
☐
☐

Please submit payment upon receipt

Subtotal	53388.00
Shipping & Handling	
Taxes	
TOTAL	53388.00

Office Use Only

**CITY OF MT. MORRIS
RESOLUTION NO. 25-27**

WHEREAS: The Police Department is in need of a new patrol vehicle; and

WHEREAS: The new patrol vehicle will need outfitted; and

WHEREAS: The Police Department has received the following quote:

Arrowhead Upfitters 2025 Chevrolet Tahoe \$21,987.00

and,

WHEREAS: Cost for a new PD patrol vehicle outfitting is in the FY 2025/2026 Budget; and

WHEREAS: The Chief of Police has reviewed specs for the vehicle outfitting and recommends that the City use Arrowhead Upfitters for the 2025 Chevrolet Tahoe; and

NOW, THEREFORE, BE IT RESOLVED:

That this Council does hereby authorize the use of Arrowhead Upfitters, for outfitting the 2025 Chevrolet Tahoe patrol vehicle.

AND, BE IT FURTHER RESOLVED:

That staff is hereby authorized to, accordingly, take all appropriate action pursuant hereto.

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, August 25, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



Arrowhead Upfitters
11240 N. Saginaw Road
Clio MI 48420

Estimate

#EST1159

6/30/2025

Bill To
Mt. Morris City Police Dept
11649 Saginaw St
Mt. Morris MI 48458

Ship To
Mt. Morris City Police Dept
11649 Saginaw St
Mt. Morris, MI 48458
Mt. Morris MI 48458

Expires
7/30/2025

Exp. Close
6/30/2025

Shipping Method
Customer Pickup

Item	Description	Quantity	Rate	Amount
NOTE	QUOTE TO UPFIT (1) 2025 CHEVY TAHOE POLICE PACKAGE REUSING RADIO, COMPUTER FROM OLD VEHICLE MT MORRIS CITY PD USING THEIR OWN GRAPHICS VENDOR			
ENULB011ZA-3 LF	54"/137cm 9-32 VOLT NFUSE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY BW BW BA BA Tinted Lenses Hook - PNFLBF38 Vehicle - 2025 Chevrolet Tahoe	1	\$2,200.00	\$2,200.00
36-4045	Push Bumper Elite	1	\$696.00	\$696.00
36-4045PB	PIT Bar Elite	1	\$454.00	\$454.00
36-6015S2	Elite 33.1" 2 Light Channel, Soundoff, 2 Hole	1	\$48.00	\$48.00
ENFRMS3E	nFORCE® Warning Module (only), SAE Class 1, 10-16v, 12 LED Dual Color Blue/White	2	\$112.00	\$224.00
EMPS2QMS2B	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	\$121.00	\$242.00
ETSS100J	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt	1	\$225.00	\$225.00
ENT3B3RBW	Intersector Surface Mount Light, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	2	\$214.00	\$428.00
PMP2BKUMB5-D	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2022-2023 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount, Driver Side	1	\$32.00	\$32.00
PMP2BKUMB5-P	Under Mirror Mount Bracket Kit (each) for installation on Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2022-2023 for use with mpower® 3" and 4" Stud or Quick Mount and Intersector Surface Mount, Passenger Side	1	\$32.00	\$32.00
EMPS2STS4E	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/White	2	\$142.00	\$284.00



EST1159



Arrowhead Upfitters
11240 N. Saginaw Road
Clio MI 48420

Estimate

#EST1159

6/30/2025

Item	Description	Quantity	Rate	Amount
PMP2WSSSB	Window Shroud Kit for 4" Light w/ Stud Mount - Black	2	\$16.00	\$32.00
ESLRL6115E	SL Running Light, 61" - 5 Module, Dual Color Blue/ White	2	\$379.00	\$758.00
PSLVBK03	Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Chevy Tahoe 2021-2023	2	\$34.00	\$68.00
PMP2RS104	Rear Spoiler Bracket, 1 Module Kit, Black, for use with mpower® 4" Fascia Stud Mount Light, Chevrolet Tahoe Police Pursuit & Civilian Vehicles 2021-2022	1	\$88.00	\$88.00
EMPS2STS4J	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue	2	\$142.00	\$284.00
EMPS2QMS4J	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue	2	\$142.00	\$284.00
EMPS1QMS1B	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue	2	\$88.00	\$176.00
EBSDL0001-W	obSERVE+ Dome Light - 3" Round, Single Color - White	4	\$67.00	\$268.00
ECVDMLTAL00	obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens	1	\$88.00	\$88.00
ENGSA5200RSR	bluePRINT® 500 Series Remote Control System with Knob Control, 10-16v - 200 watt dual-tone	1	\$995.00	\$995.00
ENGLMK001	bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Chevrolet Tahoe 2022-2023	1	\$420.00	\$420.00
ENGSYMD01	bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified	1	\$291.00	\$291.00
ENGND04102	bluePRINT® Remote Node with Magnetic ID	1	\$235.00	\$235.00
ENGHNK05	18 inch Harness Kit for Remote Node	1	\$53.00	\$53.00
C-VSW-1012-TAH-1	Vehicle-Specific 22" Wide Angled Console For 2025 Chevrolet Tahoe Police Pursuit Vehicle	1	\$727.00	\$727.00
C-FP-35	3-1/2" Filler Plate	1	\$0.00	\$0.00
C-EB25-XTL-1P	1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,	1	\$0.00	\$0.00
C-EB40-SO5-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits SoundOff Signal 500 Series	1	\$0.00	\$0.00
CUP2-1001	Internal Cup Holders	1	\$57.00	\$57.00
C-FP-4	4" Filler Plate	2	\$0.00	\$0.00



EST1159



Arrowhead Upfitters
11240 N. Saginaw Road
Clio MI 48420

Estimate

#EST1159

6/30/2025

Item	Description	Quantity	Rate	Amount
C-FPW-5	5" Filler Plate For Wide VSW Consoles	1	\$0.00	\$0.00
C-FPW-120	12" Filler Plate For Wide VSW Consoles	1	\$0.00	\$0.00
C-ARM-102	Side Mount Armrest	1	\$79.00	\$79.00
C-HDM-214	8.5" Heavy-Duty Telescoping Pole, Side Mount	1	\$154.00	\$154.00
C-MD-112	Tilt/Swivel Slide Motion Adapter	1	\$307.00	\$307.00
PRPSP5714T21 A	Poly Center Slider Window with Expanded Metal Insert	1	\$1,028.00	\$1,028.00
GVPMD-H	Vertical Partition Mount Dual Weapon Tri-Lock Gun Rack w/Handcuff Key	1	\$555.00	\$555.00
WB57T21	Pair, Steel Window Bars (for use with DP57T21 ABS Rear Door Panels only)	1	\$285.00	\$285.00
S5705T21OSB	Charcoal Grey ABS, Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier, and OSB's	1	\$1,850.00	\$1,850.00
T- CHTAHN1-21N- TR- PP	TruckVault Custom 1 Drawer 10" Interior Height Vehicle Model/Year: 2021+ Tahoe 3rd Row Seats: No Prisoner/K9 Cage: Progard Drawer Fronts: Black Composite Exterior Carpet Color: Black Drawer Interior Carpet: Grey Drawer Lock(s): Locking Slam Latch T-CHTAHM1-21N-TR	1	\$2,495.00	\$2,495.00
809-0002-00	Stalker Patrol 2 Antenna Kit, K-Band	1	\$1,950.00	\$1,950.00
Materials	Wire, loom, fuses, and other shop supplies	1	\$350.00	\$350.00
Labor	Labor	1	\$2,895.00	\$2,895.00

Subtotal	\$21,637.00
Tax (0%)	\$0.00
Total	\$21,987.00



EST1159