

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
September 8th, 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 25th, 2025.

6. COMMUNICATIONS:

None.

7. APPROVAL OF WARRANT: Approval of Warrant #25-19 in the amount of \$107,867.58

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

9. UNFINISHED BUSINESS:

- a. **ORDINANCE 2025-05: Marijuana Establishment Hours of Operation (second reading and adoption)**

10. NEW BUSINESS:

- a. **RESOLUTION 25-28: North Street Drainage Study**

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 25th, 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, Fire Chief James Young, Police Chief Kevin Mihailoff, 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 August 11th, 2025.

All ayes.

Motion carried.

COMMUNICATIONS:

None.

APPROVAL OF WARRANT:

A motion was made by Councilmember Vance and seconded by Councilmember Walter to approve **Pre-Warrant #25-17 in the amount of \$500.00 & Warrant #25-18 in the amount of \$121,260.54.**

Councilmember Smith questioned what the fire insurance withholding was?

City Manager/Clerk Spencer Lewis stated that when someone has a house fire, and does an insurance claim for it, the insurance company sends us a withholding check incase the owners do not remedy the house, so that we are able to. In this case, when the property owner takes care of the house/property, and it is inspected afterwards, we can release the insurance funds to the owner.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. ORDINANCE 2025-05: Marijuana Establishment Hours of Operation (first reading)

A motion was made by Councilmember Vance and seconded by Councilmember Templeton to approve ordinance 2025-05 (first reading)

Mayor Sara Dubey asked if this was for seven days or six?

Councilmember Vance questioned if Star Budz would be legally allowed to have the same hours as liquor stores in the area?

City Manager/Clerk Spencer Lewis stated that these hours would only change for Monday through Saturday, and that no, he wouldn't be allowed to operate as the same hours as liquor stores. The state doesn't regulate the hours of operation for marijuana establishments, and allows the municipality to do so.

Councilmember Templeton asked what they are changing the hours to?

Mayor Sara Dubey stated currently it is 9 p.m. and this is changing the hours to 10 p.m., due to the owner requesting the hours changed because of competing businesses in the area.

Roll call: ___7___ Ayes ___0___ Nays ___0___ Absent

Motion carried.

b. RESOLUTION 25-25: Oil and grease separator agreement for 11725 N. Saginaw

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

The city council questioned DPW Superintendent Paul Zumbach on specifics of this agreement.

DPW Superintendent Paul Zumbach explained to city council why this agreement is necessary, and that all newly constructed gas stations have these separators in place to protect the municipalities storm sewers and waters. This agreement will allow the city to inspect the oil and grease separator, and make sure it is functional and operational.

Roll call: ___7___ Ayes ___0___ Nays ___0___ Absent

Motion carried.

c. RESOLUTION 25-26: New patrol vehicle for police department

A motion was made by Councilmember Walter and seconded by Councilmember Vance to approve resolution 25-26.

Councilmember Walter asked if the enterprise leasing was still an option?

City Manager/Clerk Spencer Lewis stated that yes, it is.

Police Chief Kevin Mihailoff stated that there is a grant available that is 75/25 for a patrol vehicle, that we will be looking into as well going forward.

Roll call: ___7___ Ayes ___0___ Nays ___0___ Absent

Motion carried.

d. RESOLUTION 25-27: Outfitting of new police department patrol vehicle

A motion was made by Councilmember Vance and seconded by Councilmember Withey to approve resolution 25-27.

Mayor Sara Dubey asked what the timeline for this would be?

Police Chief Kevin Mihailoff stated that the Tahoe itself should be in within the next few days, and then afterwards it would go to Arrowhead for the outfitting for a couple of weeks. Following, we will get it striped at Auto-Pride down the road, so hopefully all said and done around a month.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion carried.

e. Discussion on code violations / mailing of notices

A motion was made by Councilmember Darisaw, seconded by Councilmember Vance to open discussion.

All ayes.

Motion carried.

Councilmember Darisaw stated that she wanted to open discussion on this topic due to the post office confirming that the mail has been delayed as of late. She wanted to see extra time added possibly because of this delay from the post office, and ensuring that we are providing adequate time for residents and business owners.

Discussion carried on between council members, DPW Superintendent Paul Zumbach, Police Chief Kevin Mihailoff, and City Attorney Amanda Odette regarding code violations and the mailings of such notices.

PUBLIC COMMENT:

None.

COUNCIL MEMBER AND STAFF COMMENTS:

Councilmember Walter requested that we, as the city council, discuss next meeting about donating to the Mt. Morris Schools marching band trip to Washington D.C. next year.

Councilmember Templeton thanked everyone for coming tonight.

DPW Superintendent Paul Zumbach stated that we received a proposal from Rowe Engineering to do a drain study over on North Street, and that we will bring that to council next meeting hopefully.

Fire Chief Young stated that we are currently up to 16 firefighters, still a little light during the day-time availability, and mentioned that we had lost a previous firefighter last night.

Police Chief Kevin Mihailoff spoke upon an intervention program that we are looking into with local churches, the school district, and surrounding districts regarding troubled youths. Chief Mihailoff spoke upon the past events going on at Auto City Speedway, as well as previous call that ended with us being down an officer for a period. Police Chief also thanked the fire department that helped out on the vehicle crash at Washington and Mt. Morris

Mayor Sara Dubey gave her condolences to the fire department, and mention that the D.D.A. has purchased a new digital sign for the downtown berm that will be installed hopefully by the end of the year.

ADJOURNMENT:

With no further business, the council meeting was adjourned at **7:47 p.m.**

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|------------------------------|---------------------------------|--|---------------------------------------|-----------|---------|
| Fund 101 General | | | | | |
| Dept 000 | | | | | |
| 101-000-066.000 | UNDISTRIBUTED FRINGE BENEFITS | STANDARD INSURANCE COMPA | DIS/LIFE INSURANCE SEP. 2025 | 1,017.12 | |
| | | Total For Dept 000 | | 1,017.12 | |
| Dept 215 ADMINISTRATION | | | | | |
| 101-215-740.000 | OPERATING EXPENSE | HUNTINGTON NATIONAL BANK | ADOBE | 19.99 | |
| 101-215-740.000 | OPERATING EXPENSE | PITNEY BOWES, INC. | RED INK - POSTAGE | 182.58 | |
| 101-215-850.000 | COMMUNICATIONS | COMCAST | INTERNET / FAX | 89.52 | |
| 101-215-874.000 | RECIEPT TO 731.00.00.9999.28620 | GENESEE COUNTY TREASURER | LINA - SEPTEMBER 2025 | 54.50 | |
| | | Total For Dept 215 ADMINISTRATION | | 346.59 | |
| Dept 265 CITY HALL & GROUNDS | | | | | |
| 101-265-740.000 | OPERATING EXPENSE | MENARDS - CLIO | FLOORING AND SUPPLIES | 405.24 | |
| 101-265-740.000 | OPERATING EXPENSE | MENARDS - CLIO | RAIN GUTTER REPAIR SUPPLIES | 46.61 | |
| 101-265-740.000 | OPERATING EXPENSE | MENARDS - CLIO | FLOORING SUPPLIES | 31.47 | |
| 101-265-935.000 | INSURANCE & BOND | MML LIABILITY AND PROPER | LIABILITY AND PROPERTY POOL POLICY RE | 11,930.00 | |
| | | Total For Dept 265 CITY HALL & GROUNDS | | 12,413.32 | |
| Dept 266 ATTORNEY | | | | | |
| 101-266-801.000 | PROFESSIONAL SERVICES | AMANDA ODETTE | ATTORNEY AUG. 2025 | 3,480.00 | |
| | | Total For Dept 266 ATTORNEY | | 3,480.00 | |
| Dept 267 OTHER CITY PROPERTY | | | | | |
| 101-267-801.000 | PROFESSIONAL SERVICES | TAMMY'S LANDSCAPING | COURT ORDERED CLEANUP 12072 HIGHLAND | 250.00 | |
| | | Total For Dept 267 OTHER CITY PROPERTY | | 250.00 | |
| Dept 305 POLICE DEPARTMENT | | | | | |
| 101-305-740.000 | OPERATING EXPENSE | PRO COMM INC | NEW PORT. MIC FOR OFC NEWCOMER | 134.26 | |
| 101-305-745.000 | GAS & FUEL | WEBSTER & GARNER | UNLEADED GAS | 697.75 | |
| 101-305-850.000 | COMMUNICATIONS | COMCAST | INTERNET / FAX | 51.16 | |
| 101-305-850.000 | COMMUNICATIONS | VERIZON | PHONES | 81.34 | |
| 101-305-932.000 | REPAIR & MAINTENANCE - VEHICL | LOUIE'S TOWING & AUTO RE | ALTERNATOR #122 | 511.99 | |
| 101-305-935.000 | INSURANCE & BOND | MML LIABILITY AND PROPER | LIABILITY AND PROPERTY POOL POLICY RE | 9,500.00 | |
| | | Total For Dept 305 POLICE DEPARTMENT | | 10,976.50 | |
| Dept 336 FIRE DEPARTMENT | | | | | |
| 101-336-740.000 | OPERATING EXPENSE | MACQUEEN | FIREFIGHTER BOOTS | 695.25 | |
| 101-336-745.000 | GAS & FUEL | WEBSTER & GARNER | UNLEADED GAS | 33.51 | |
| 101-336-850.000 | COMMUNICATIONS | COMCAST | INTERNET / FAX | 25.57 | |
| 101-336-850.000 | COMMUNICATIONS | VERIZON | PHONES | 40.67 | |
| 101-336-935.000 | INSURANCE & BOND | MML LIABILITY AND PROPER | LIABILITY AND PROPERTY POOL POLICY RE | 9,200.00 | |
| | | Total For Dept 336 FIRE DEPARTMENT | | 9,995.00 | |
| Dept 371 CODES & ENFORCEMENT | | | | | |
| 101-371-801.000 | PROFESSIONAL SERVICES | ROB KEHOE | BLDG. INSPECTOR JUNE, JULY, AUG. 2025 | 1,749.99 | |
| | | Total For Dept 371 CODES & ENFORCEMENT | | 1,749.99 | |
| Dept 441 PUBLIC WORKS | | | | | |
| 101-441-740.000 | OPERATING EXPENSE | DUNN HARDWARE & SUPPLY | POLE SAW | 598.88 | |
| 101-441-740.000 | OPERATING EXPENSE | MENARDS - CLIO | FIRST AID KITS | 34.99 | |
| 101-441-850.000 | COMMUNICATIONS | COMCAST | INTERNET/FAX DPW | 75.85 | |
| 101-441-850.000 | COMMUNICATIONS | VERIZON | PHONES | 36.70 | |
| 101-441-926.000 | DRAINS-AT-LARGE | GENESEE COUNTY DRAIN COM | NPDES 7.1.2025-9.30.2025 | 241.89 | |
| 101-441-935.000 | INSURANCE & BOND | MML LIABILITY AND PROPER | LIABILITY AND PROPERTY POOL POLICY RE | 10,300.00 | |

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---|--|--|--|---|---------|
| Fund 101 General Dept 441 PUBLIC WORKS | | | | | |
| | | Total For Dept 441 PUBLIC WORKS | | 11,288.31 | |
| Dept 529 WEED & BRUSH CONTROL 101-529-801.000 | PROFESSIONAL SERVICES | TAMMY'S LANDSCAPING | CEMETERY AND PROPERTY MOWNING AUGUST | 3,400.00 | |
| | | Total For Dept 529 WEED & BRUSH CONTROL | | 3,400.00 | |
| Dept 567 CEMETERY 101-567-801.000 | PROFESSIONAL SERVICES | TAMMY'S LANDSCAPING | CEMETERY AND PROPERTY MOWNING AUGUST | 2,600.00 | |
| | | Total For Dept 567 CEMETERY | | 2,600.00 | |
| Dept 790 LIBRARY 101-790-801.000 | PROFESSIONAL SERVICES | SHERWOOD PROFESSIONAL CL | LIBRARY CLEANING AUG. 2025 | 180.00 | |
| | | Total For Dept 790 LIBRARY | | 180.00 | |
| Dept 904 CAPITAL OUTLAY 101-904-970.500 | CAPITAL OUTLAY - NETWORK | VC3, INC | WINDOWS 11 UPGRADES | 2,400.00 | |
| | | Total For Dept 904 CAPITAL OUTLAY | | 2,400.00 | |
| | | Total For Fund 101 General | | 60,096.83 | |
| Fund 202 Major Street Dept 463 STREET ROUTINE MAINTENANCE 202-463-740.000 202-463-740.000 | OPERATING EXPENSE OPERATING EXPENSE | PMG SM HOLDINGS,LLC VERIZON | CRACK SEALER PHONES | 2,408.25 73.42 | |
| | | Total For Dept 463 STREET ROUTINE MAINTENANCE | | 2,481.67 | |
| Dept 474 TRAFFIC SERVICES 202-474-740.000 | OPERATING EXPENSE | AUTO - WARES GROUP | WASHER SOLVENT | 19.56 | |
| | | Total For Dept 474 TRAFFIC SERVICES | | 19.56 | |
| | | Total For Fund 202 Major Street | | 2,501.23 | |
| Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY Dept 103 AUTHORITY BOARD 248-103-740.000 | OPERATING EXPENSE | BILL CARR SIGNS, INC | DEPOSIT - NEW DIGITAL SIGN | 12,129.00 | |
| | | Total For Dept 103 AUTHORITY BOARD | | 12,129.00 | |
| | | Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY | | 12,129.00 | |
| Fund 590 SEWER FUND Dept 215 ADMINISTRATION 590-215-850.000 590-215-850.000 590-215-850.000 590-215-874.000 590-215-935.000 | COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS 810-257-3857 INSURANCE & BOND | COMCAST COMCAST VERIZON GENESSEE COUNTY TREASURER MML LIABILITY AND PROPER | INTERNET / FAX INTERNET/FAX DPW PHONES LINA - SEPTEMBER 2025 LIABILITY AND PROPERTY POOL POLICY RE | 38.37 75.86 36.71 27.25 12,000.00 | |
| | | Total For Dept 215 ADMINISTRATION | | 12,178.19 | |
| Dept 536 SEWER DISTRIBUTION 590-536-932.000 590-536-932.000 590-536-932.000 590-536-932.000 | REPAIR & MAINTENANCE - VEHICL REPAIR & MAINTENANCE - VEHICL REPAIR & MAINTENANCE - VEHICL REPAIR & MAINTENANCE - VEHICL | AIS CONSTRUCTION EQUIPME AIS CONSTRUCTION EQUIPME AUTO - WARES GROUP AUTO - WARES GROUP | SEAL KITS #52 FUEL FILTER #52 AIR FILTERS OIL / FUEL FILTERS | 50.16 24.20 99.58 67.38 | |
| | | Total For Dept 536 SEWER DISTRIBUTION | | 241.32 | |

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|---------------------------------------|-------------------------------|---------------------------|---------------------------------------|-----------|---------|
| Fund 590 SEWER FUND | | | | | |
| Total For Fund 590 SEWER FUND | | | | 12,419.51 | |
| Fund 591 Water Fund | | | | | |
| Dept 215 ADMINISTRATION | | | | | |
| 591-215-850.000 | COMMUNICATIONS | COMCAST | INTERNET / FAX | 51.16 | |
| 591-215-850.000 | COMMUNICATIONS | COMCAST | INTERNET/FAX DEP | 75.86 | |
| 591-215-850.000 | COMMUNICATIONS | VERIZON | PHONES | 36.70 | |
| 591-215-874.000 | ATTN: KRISTIE PRIMEAU | GENESSEE COUNTY TREASURER | LINA - SEPTEMBER 2025 | 27.25 | |
| 591-215-935.000 | INSURANCE & BOND | MML LIABILITY AND PROPER | LIABILITY AND PROPERTY POOL POLICY RE | 12,000.00 | |
| 591-215-957.000 | CONFERENCES AND WORKSHOPS | HUNTINGTON NATIONAL BANK | S3&S4 REVIEW TRAINING - CHRIS CRUMP | 380.00 | |
| 591-215-957.000 | CONFERENCES AND WORKSHOPS | HUNTINGTON NATIONAL BANK | 2 DAY MATH TRAINING - CHRIS CRUMP | 380.00 | |
| Total For Dept 215 ADMINISTRATION | | | | 12,950.97 | |
| 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 | AMD URGENT CARE | MDOT PHYSICAL - PAUL | 125.00 | |
| 591-537-740.000 | OPERATING EXPENSE | AMD URGENT CARE | MDOT PHYSICAL - CHRIS | 150.00 | |
| 591-537-740.000 | OPERATING EXPENSE | MENARDS - CLIO | FIRST AID KITS | 95.96 | |
| 591-537-740.000 | OPERATING EXP. - METER REPLAC | BLUE WATER SOLUTIONS | 3 INCH METERS - CENTRAL, MONTAGUE SCH | 5,577.78 | |
| 591-537-740.700 | OPERATING EXP. - METER REPLAC | WEBSTER & GARNER | UNLEADED GAS | 254.26 | |
| 591-537-745.000 | GAS & FUEL | | | | |
| Total For Dept 537 WATER DISTRIBUTION | | | | 6,298.30 | |
| Dept 539 WATER REPAIR | | | | | |
| 591-539-740.000 | OPERATING EXPENSE | MARK MARTIN & SONS INC. | SAND AND CRUSHED LIMESTONE | 1,471.74 | |
| Total For Dept 539 WATER REPAIR | | | | 1,471.74 | |
| Total For Fund 591 Water Fund | | | | 20,721.01 | |

INVOICE GL DISTRIBUTION REPORT FOR CITY OF MT MORRIS
EXP CHECK RUN DATES 09/09/2025 - 09/09/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
WARRANT 25-19

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--------------|-------------------|--------|------------------------|------------|---------|
| Fund Totals: | | | | | |
| | | | Fund 101 General | 60,096.83 | |
| | | | Fund 202 Major Street | 2,501.23 | |
| | | | Fund 248 DOWNTOWN DEVE | 12,129.00 | |
| | | | Fund 590 SEWER FUND | 12,419.51 | |
| | | | Fund 591 Water Fund | 20,721.01 | |
| | | | Total For All Funds: | 107,867.58 | |

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 8th 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: 09/08/2025

Publication date: 09/17/2025

Effective date: 09/17/2025

**CITY OF MT. MORRIS
RESOLUTION 25-28**

WHEREAS: The City of Mt. Morris has determined that a drainage study needs to be done on North Street, near 810 North Street; and

WHEREAS: ROWE Professional Services Company has submitted the attached proposal for engineering services in regards to engineering and completing the drain study; and

NOW THEREFORE, BE IT RESOLVED, that:

This Council does hereby authorize the City to enter into the attached engineering proposal from ROWE Professional Services Company for \$13,270.00, to be paid from the Major Street Fund, to complete the drain study near 810 North Street and does hereby authorize the City Manager to execute such contract on the behalf of the City.

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, September 8, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.rowepsc.com

August 22, 2025

Mr. Paul Zumbach, DPW Superintendent, Zoning Administrator, Code Enforcement
City of Mt. Morris
11649 N. Saginaw Street
Mt. Morris, MI 48458

RE: North Street Drainage Study

Dear Mr. Zumbach:

ROWE Professional Services Company is pleased to submit a proposal to provide engineering services for the above referenced project. Attached is our scope of services, schedule, and project map.

We appreciate the opportunity to provide continued services for the City of Mt. Morris. If you agree with this proposal, please sign the last page of the attached contract for engineering services and return to our office. If you have any questions or require additional information, please contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

John Windlow

Digitally signed by John Windlow
DN: CN=US, E=jwindlow@rowepsc.com, O=ROWE
Professional Services Company, OU=Design
Services - Municipal, C=John Windlow
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2025.08.21 16:56:22 -0400

John Windlow, P.E.
Project Manager

Scott Hemeyer

Digitally signed by Scott Hemeyer
DN: CN=US, E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2025.08.22 07:42:16 -0400

Scott Hemeyer, P.E.
Senior Project Manager

Attachments

R:\Projects\PROPOSAL\LETTER PROPOSAL WORK IN PROGRESS\City of Mt Morris\2025\North Street Drainage Study\Proposal
for Mt. Morris North Street Drainage Study.docx

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

City of Mt. Morris
North Street Drainage Study
Scope of Services and Schedule
August 22, 2025

General Project Description:

The city desires improvements to the drainage in the vicinity of 810 North Street. See attached map that shows the project area for this study. Prior to investing funds into stormwater improvements, the city would like to determine the cost of improvements to meet current Genesee County Drain Commissioner's Office Division of Surface Water Management (GCDC-SWM) drainage standards. A drainage study will be completed to evaluate the existing drainage system, propose potential improvements, and include a preliminary Engineer's Opinion of Probable Construction Cost.

Scope of Services:

ROWE will provide the following scope of services:

- Study Base Maps and Topographic Survey
ROWE will complete a limited topographic survey to the extent needed to complete the drainage study. ROWE will locate and inventory existing storm manholes (four total) and catch basins (seven total) along North Street. ROWE will order a title search to determine whether an easement was established for the 12-inch drainage structure flowing to the north.

Base maps for the study will be compiled using existing Genesee County Geographic Information System (GIS) data including aeriels, parcel lines, and contours. This data will be merged with the limited topographic survey data described above and any easements discovered during the title search.

Our fee for this task is **\$3,065**

- Storm Sewer Televising, Connectivity, and Condition Assessment
ROWE understands the City of Mt. Morris intends to perform circuit televising (CCTV) inspection of the existing storm sewer in support of the drainage study. ROWE will review the inspection videos and note general condition of the existing pipe and structures.
- Drainage Study
A drainage study will be completed for the existing drainage system along North Street. The study will be in accordance with the Genesee County Drain Commissioner's Office requirements and utilize the rational method to estimate storm water runoff rates. This will be a study only and will not include detailed design or construction plans. Proposed storm sewer rim and invert elevations will be provided in the study; however, they will be subject to change during design if utility conflicts are found. The drainage study will evaluate the following scenarios:
 - Existing system 10 percent chance (10-year) storm event: The existing drainage system will be evaluated for the 10 percent chance (10-year) storm event. Areas of the system with capacity issues will be identified.
 - Proposed system 10 percent chance (10-year) storm event: The drainage system will be sized to meet the 10 percent chance (10-year) storm event flows.

Two alternates for the proposed improvements will be included with the study. One alternate will be included to upgrade the entire system to meet the 10 percent chance (10-year) storm event flows. A second alternate will be developed with select improvements to improve the drainage and fit within the city's budget. Engineer's Opinion of Probable Construction Costs for the proposed improvement alternates will be included with the study. A draft of the study will be reviewed with city staff and finalized based on comments received from city staff.

Our fee for this task is **\$10,205**

Our overall fee for this project is **\$13,270**.

Deliverables:

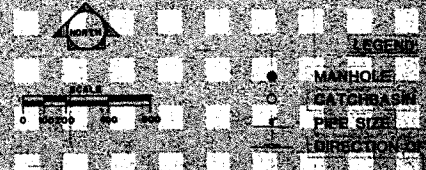
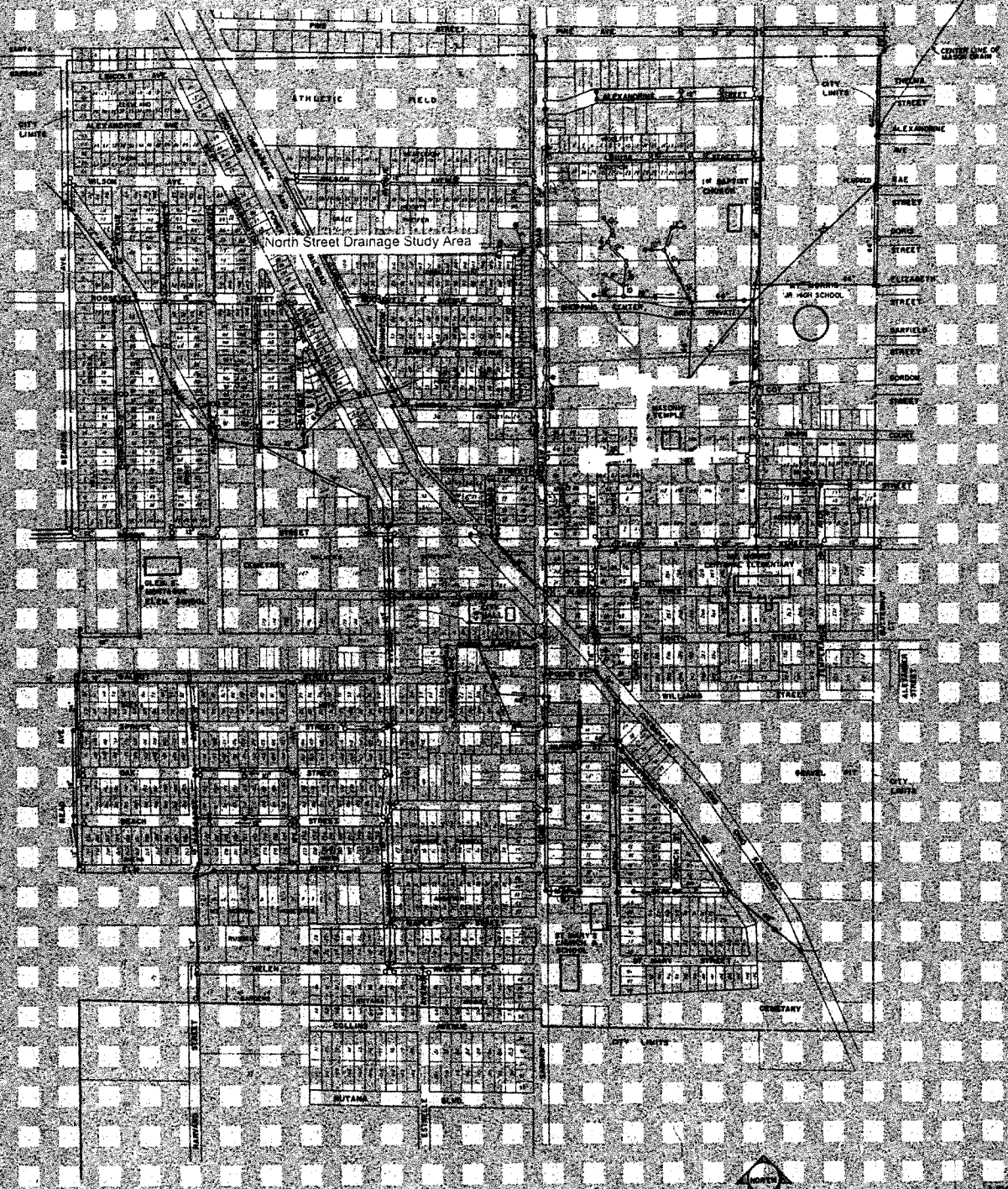
ROWE will provide the following deliverables:

- Emailed PDF file of draft drainage study (75 percent complete).
- Emailed PDF file and one hard copy of final drainage study.

Schedule:

ROWE can start work within one week of receiving authorization to proceed. We can complete the survey work within three weeks pending favorable weather conditions. We can complete the drainage study draft within 4 weeks of having the topographic survey, the city's sewer video, and field work complete. The report can be reviewed with township staff and finalized within two weeks. The estimated total project timeframe is 12 weeks.

CITY OF MT. MORRIS
GENESEE COUNTY, MICHIGAN
MASTER STORM SEWER SYSTEM



ROWE ENGINEERING, INC.
FLUSHING, MICHIGAN
FEBRUARY, 1968

Contract for Engineering Services

North Street Drain Study Mt. Morris, MI

THIS AGREEMENT, entered into this _____ day of _____, by and between City of Mt. Morris hereinafter referred to as the "Client", and ROWE Professional Services Company, hereinafter referred to as the "Consultant".

The Client has the following project, hereinafter referred to as the "Project": Conduct a Drain Study of North Street in the City of Mt. Morris as stated in the attached proposal.

The Client and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows in regard to the Scope of Services of Consultant in the Project:

Section 1 – Basic Services of the Consultant

A. Scope of Service:

The Consultant will perform the services described in the Consultant's Proposal, dated August 22, 2025 (hereinafter the "Services"). A copy of the Proposal is attached and incorporated into this Agreement as Exhibit A.

B. General:

1. The Consultant agrees to perform the Services in a timely manner, consistent with Standard of Care for the Project. If there is a written schedule that applies to the Services, it will be identified in Exhibit A or in a separate written document agreed to by both the Client and Consultant.
2. Serve as the Client's representative with respect to the Scope of Services to be performed under this Agreement. Consultant shall have complete authority to provide direction, transmit instructions, receive and review information, interpret and define Client's policies and decisions with respect to the work covered by this Agreement.

Section 2 – Additional Services of the Consultant

A. General:

If authorized in writing by the Client, the Consultant will perform additional services of the following types which will be paid for by the Client as indicated in Paragraph 5.B.

1. Additional services due to changes in the general scope of the Project.
2. Additional services due to unforeseen or hidden conditions.
3. Additional services agreed upon between the Consultant and the Client.

Section 3 – Client's Responsibilities

A. General:

1. Provide full information as to its requirements for the Project.
2. Provide the Consultant with all available information pertinent to the Project, including previous reports and any other data relative to the Services of the Project.
3. Provide access for the Consultant to enter upon lands as required for the Consultant performance of the Services.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within the agreed upon time frame for the Project. Provide the Client with assistance in preparing applications and documents to secure approvals and permits. The Client is responsible for payment of permit application fees and charges.

5. Provide reasonable legal, accounting, and insurance counseling services for the Project.
6. Obtain approval of governmental authorities having jurisdiction over the Project.
7. Furnish, or direct the Consultant to provide, at the Client's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
8. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect or suspected defect in the Project. Decisions and direction from the Client shall be provided in a timely manner, so as to not delay the Services or the Project.

Section 4 – Period of Service

A. General:

1. The Consultant will commence performing the Services after this Agreement is signed by the Client and the Client has provided written authorization to proceed.
2. The Services shall be considered complete when Services described in Exhibit A have been completed.

Section 5 – Payments to the Consultant

A. Payments for Basic Services of the Consultant Under Section 1:

1. The Client will pay the Consultant for the Services and reimbursable expenses indicated in Exhibit A.
2. The payment for the Services, including reimbursable expenses, as defined above shall be allocated to be paid monthly, as the Services progress. Payments are due within 30 days of the invoice date. Outstanding invoices in excess of 30 days will be subject to interest incurred at a rate of 1.5 percent per month. There is a 5 percent convenience fee on all amounts paid by the Client using a credit card.

B. Payment for Additional Services of the Consultant Under Section 2:

1. The Client will pay the Consultant for additional services within 30 days of the invoice date for the applicable additional services.

C. General:

1. If this Agreement is terminated after completion of any phase of the Consultant's Services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases completed shall constitute total payment for the Services rendered. If this Agreement is terminated during any phase of the Services, payment shall be made for Services performed prior to termination on the basis of the portion of each phase completed.
2. If, prior to termination of this Agreement, any Services designed or specified by the Consultant during any phase of the Services are suspended in whole or in part or abandoned not due to any fault of the Consultant, after written notice from the Client, the Consultant shall be paid for Services performed prior to receipt of such notice from the Client as provided in Paragraph 6.A for termination during any phase of the Services.
3. Where the Consultant utilizes subconsultants to perform a portion of the Services, and the subconsultants directly invoices the Consultant, the subconsultants' invoices will be marked up by 15 percent to cover administration costs.

Section 6 – General Conditions

A. Termination:

This Agreement may be terminated by either party upon 14 days' written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Consultant shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except those provided by the Client, including Rowe's estimates, specifications, field notes, and data are and remain the property of the Consultant as Instruments of Service. The Client shall be provided a set of reproducible drawings and copies of other documents. However, they are not intended or represented to be suitable for re-use by the Client or others for extensions of the Project or for any other project.

C. Insurance:

The Consultant shall secure and maintain Commercial General Liability, Auto, Workers' Compensation, and Professional Liability insurance while performing the Services under this Agreement. The Client shall secure and maintain insurance to protect the Project and its operations from loss or damage both during and after construction.

D. Successors and Assigns:

The Client and the Consultant each binds themselves and any partners, successors, executors, administrators, permitted assigns, legal representatives and assigns to the other party of this Agreement and to the partners, successors, executors, administrators permitted assigns, legal representatives and assigns of such other party, in respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer their interests in this Agreement without the written consent of the other party, in respect to all provisions of this Agreement.

E. Independent Contractor:

It is understood and agreed that the Consultant is an independent contractor and is not an employee or agent of the Client.

F. Non-Discrimination:

The Consultant its subconsultants shall not discriminate against any employees or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment.

G. Dispute Resolution:

The Client and the Consultant agree to include a mediation requirement in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant, its employees or subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, procedures, or jobsite safety, including, but not limited to, injury and illness prevention programs or similar plans intended to mitigate or prevent injuries or exposure to pollutants, viruses, bacteria or pathogens of any kind, and necessary for performing, superintending or coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies ("Contractor Duties"). The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor and subcontractors shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants from and against any claims, causes of action, demands or damages arising out of or relating to Contractor Duties. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims (including claims by third parties), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at the of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

J. Standard of Care:

The Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

K. Project Information:

Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and others through the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information.

L. Project Reviews:

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

M. Applicable Law:

The terms of this Agreement shall be governed by the laws of the State of Michigan. In the event a provision of this Agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

Section 7 – Corporate Protection

It is intended by the parties to this Agreement that the Consultant services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Michigan corporation, and not against any of the Consultant's individual employees, officers or directors.

Section 8 – Special Provisions

The Client and the Consultant mutually agree that this Agreement shall be subject to the following special provisions which, together with the remaining provisions hereof, and the exhibits hereto, represent the entire Agreement between the Client and the Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, concerning such subject matter. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.

NONE.

Section 9 – ENTIRE AGREEMENT

This Agreement, comprising pages one through five, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written. By signing below, you represent that you are fully authorized to enter into the terms of this Agreement.

Client:
City of Mt. Morris

Consultant:
ROWE Professional Services Company

Signature

Typed Name and Title

John Windlow

Signature

John Windlow, Project Manager

Typed Name and Title

Digitally signed by John Windlow
DN: C=US, E=jwindlow@rowepsc.com, O=ROWE
Professional Services Corporation, OU=Design Services -
Municipal, CN=John Windlow
Reason: I agree to the terms defined by the placement of
my signature on this document
Date: 2023.08.22 10:55:02-04'00'