

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
May 26th, 2026
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 May 11th, 2026.

6. COMMUNICATIONS:

None.

7. APPROVAL OF WARRANT: Approval of Warrant #26-11 in the amount of \$145,144.28

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

9. UNFINISHED BUSINESS:

None.

10. NEW BUSINESS:

- a. **RESOLUTION 26-12: North Street Storm Sewer Repair – Engineering Proposal**
- b. **RESOLUTION 26-13: Tax Reverted Properties from Genesee County Treasurer**
- c. **RESOLUTION 26-14: Adoption of Fiscal Year 2026-2027 Budget**

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.

INVOICE GL DISTRIBUTION REPORT FOR CITY OF MT MORRIS
 EXP CHECK RUN DATES 05/27/2026 - 05/27/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID
 WARRANT 26-11

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 INS. JUNE 2026	10,414.95	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	HUMANA HEALTH PLAN INC	DENTAL/VISION INS. JUNE 2026	1,240.50	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	STANDARD INSURANCE COMPAN\	LIFE / DIS INS. JUNE 2026	1,092.13	
Total For Dept 000				12,747.58	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	129.67	
101-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	34.75	
101-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	163.30	
101-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. JUNE 2026	3,094.89	
Total For Dept 215 ADMINISTRATION				3,422.61	
Dept 253 TREASURER					
101-253-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	64.84	
Total For Dept 253 TREASURER				64.84	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	5.94	
101-265-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	335.00	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL - GAS	76.81	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL - ELEC.	507.41	
Total For Dept 265 CITY HALL & GROUNDS				925.16	
Dept 267 OTHER CITY PROPERTY					
101-267-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	11800 N. SAG. PARKING LOT	74.72	
Total For Dept 267 OTHER CITY PROPERTY				74.72	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	CITY OF MT. MORRIS	PETTY CASH REIMBURSEMENT	54.75	
101-305-740.000	OPERATING EXPENSE	HUBBARD'S MILITARY SUPPLY	TOURNIQUETS FOR OFFICERS	280.00	
101-305-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	64.84	
101-305-740.000	OPERATING EXPENSE	POSITIVE PROMOTIONS, INC.	KIDS GIFT BAGS FOR EVENTS	411.91	
101-305-759.000	UNIFORMS	PATIDEE'S SEW UNUSUAL	UNIFORM HEM - BUTCHER	27.00	
101-305-825.000	MAINTENANCE AGREEMENTS	GENESEE COUNTY 911	2025 LEIN, VPN, LGNET ANNUAL	1,391.27	
101-305-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	108.75	
101-305-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	93.40	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	ARROWHEAD UPFITTERS, INC.	EMERGENCY LIGHTS - DETEC. CAR	1,208.00	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	ARROWHEAD UPFITTERS, INC.	3 CHARGERS - SPOTLIGHTS AND REAR WINDOW	2,324.00	
Total For Dept 305 POLICE DEPARTMENT				5,963.92	
Dept 336 FIRE DEPARTMENT					
101-336-740.000	OPERATING EXPENSE	ED REHMANN & SONS	SHIRT/PANTS - LANHAM/RUSSEL	266.00	
101-336-740.000	OPERATING EXPENSE	HUBBARD'S MILITARY SUPPLY	BADGES	262.00	
101-336-740.000	OPERATING EXPENSE	HURLEY OCCUPATIONAL HEALTH	DRUG SCREEN - COGGINS	100.00	
101-336-759.000	UNIFORMS	DINGES FIRE COMPANY	8 BLOCKING HOODS	1,047.12	
101-336-759.000	UNIFORMS	DINGES FIRE COMPANY	3 SETS OF TURNOUT GEAR	8,967.00	
101-336-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	37.60	
101-336-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	46.79	
101-336-932.000	REPAIR & MAINTENANCE - VEHICL	FRONTLINE SERVICES INC.	REPAIRS 44-12	735.14	
101-336-932.000	REPAIR & MAINTENANCE - VEHICL	FRONTLINE SERVICES INC.	REPAIRS 44-11	470.00	
Total For Dept 336 FIRE DEPARTMENT				11,931.65	
Dept 441 PUBLIC WORKS					

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Fund 101 General					
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	JOHN DEERE FINANCIAL	DRIVE PULLEY #22 MOWER	454.70	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	30.45	
101-441-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	25.60	
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DPW GARAGE	395.41	
Total For Dept 441 PUBLIC WORKS				906.16	
Dept 567 CEMETERY					
101-567-740.000	OPERATING EXPENSE	OUTDOOR SOLUTIONS	TOPSOIL	165.00	
101-567-740.000	OPERATING EXPENSE	OUTDOOR SOLUTIONS	STRAW BALE	5.75	
101-567-740.000	OPERATING EXPENSE	OUTDOOR SOLUTIONS	TOPSOIL	231.00	
Total For Dept 567 CEMETERY				401.75	
Dept 790 LIBRARY					
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LIBRARY	452.93	
Total For Dept 790 LIBRARY				452.93	
Total For Fund 101 General				36,891.32	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	AJAX MATERIALS CORP	COLD PATCH	282.45	
202-463-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	49.92	
202-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,875.00	
Total For Dept 463 STREET ROUTINE MAINTENANCE				2,207.37	
Total For Fund 202 Major Street				2,207.37	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-740.000	OPERATING EXPENSE	AJAX MATERIALS CORP	COLD PATCH	94.15	
203-463-740.000	OPERATING EXPENSE	DIAMOND PRECAST LLC	STORM BASIN REPAIR	60.00	
203-463-740.000	OPERATING EXPENSE	DIAMOND PRECAST LLC	STORM BASIN REPAIR	60.00	
203-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,475.00	
Total For Dept 463 STREET ROUTINE MAINTENANCE				1,689.15	
Total For Fund 203 Local Street				1,689.15	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD					
248-103-740.000	OPERATING EXPENSE	VIC'S PARTY RENTAL, LLC	MAY 2026 FOOD TRUCK EVENT	840.00	
Total For Dept 103 AUTHORITY BOARD				840.00	
Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY				840.00	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	129.67	
590-215-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	SHUT OFF BILLS	194.19	
590-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	34.75	
590-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	70.09	
590-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. JUNE 2026	1,056.31	
Total For Dept 215 ADMINISTRATION				1,485.01	
Dept 536 SEWER DISTRIBUTION					

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Fund 590 SEWER FUND					
Dept 536 SEWER DISTRIBUTION					
590-536-921.000	COST OF SEWER	GENESEE COUNTY DRAIN COMM	SEWER MARCH 2026	22,296.02	
Total For Dept 536 SEWER DISTRIBUTION				22,296.02	
Dept 538 SEWER REPAIR					
590-538-740.000	OPERATING EXPENSE	C&S SOLUTIONS, INC.	LOCATOR	1,075.79	
Total For Dept 538 SEWER REPAIR				1,075.79	
Total For Fund 590 SEWER FUND				24,856.82	
Fund 591 Water Fund					
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	129.67	
591-215-740.000	OPERATING EXPENSE	PRINTING SYSTEMS	SHUT OFF BILLS	194.18	
591-215-825.000	MAINTENANCE AGREEMENTS	VC3, INC	OFFICE 365 MAY 2026	34.75	
591-215-850.000	COMMUNICATIONS	SANGOMA US INC.	PHONES	93.41	
591-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. JUNE 2026	1,056.31	
Total For Dept 215 ADMINISTRATION				1,508.32	
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	48.98	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	48.98	
591-537-740.000	OPERATING EXPENSE	AMD URGENT CARE	ZACH ROTH - MDOT PHYSICAL	150.00	
591-537-740.000	OPERATING EXPENSE	CITY OF MT. MORRIS	PETTY CASH REIMBURSEMENT	20.00	
591-537-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COMM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	ROWE PROFESSIONAL SERVICES	APRIL 2026 SERVICES DWSRF	19,500.00	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT - 310 W MTMORRIS	33.17	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT - 321 LINCOLN	40.92	
591-537-921.000	COST OF WATER	GENESEE COUNTY DRAIN COMM	APRIL 2026 WATER	57,021.66	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	KNAPHEIDE TRUCK EQUIPMENT	REPAIR KIT #47	212.59	
Total For Dept 537 WATER DISTRIBUTION				77,151.30	
Total For Fund 591 Water Fund				78,659.62	

05/21/2026 02:47 PM
User: SPENCER
DB: Mt Morris

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			Fund Totals:		
			Fund 101 General	36,891.32	
			Fund 202 Major Street	2,207.37	
			Fund 203 Local Street	1,689.15	
			Fund 248 DOWNTOWN DEVELC	840.00	
			Fund 590 SEWER FUND	24,856.82	
			Fund 591 Water Fund	78,659.62	
			Total For All Funds:	<u>145,144.28</u>	

**CITY OF MT. MORRIS
RESOLUTION 26-12**

WHEREAS: The City of Mt. Morris has determined a section of storm sewer needs to be replaced 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 replacement project; 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 \$38,630.00, to be paid from the Major Street Fund, to complete the storm sewer replacement 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 Tuesday, May 26, 2026, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



April 28, 2026

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 Repair

Dear Mr. Zumbach:

ROWE Professional Services Company is pleased to submit a proposal to provide survey, design engineering, and construction engineering services for the above-mentioned project. Attached is our scope of services and 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
Project Manager

Scott Hemeyer, P.E.
Senior Project Manager

Attachments

R:\Projects\PROPOSAL\LETTER PROPOSAL WORK IN PROGRESS\City of Mt Morris\2026\North Street Drainage Repairs\Proposal for Mt. Morris North Street Drainage Repairs.docx

SINCE 1962

City of Mt. Morris
North Street Drainage Repair
Scope of Services and Schedule
April 28, 2026

General Project Description:

The city desires improvements to the drainage in the vicinity of 810 North Street. The attached map shows the project repairs, based on Priority One Improvements, as outlined in the North Street Drainage Study dated February 2026. The project includes the replacement of an existing 12-inch diameter pipe, with a 24-inch diameter reinforced concrete pipe (RCP) from the north side of North Street, along the western side of the Masonic Lodge property, approximately 360 feet in length. The drainage structure at the southern end of the pipe will be replaced. The north end of the new pipe will connect to an existing Genesee County Drain Commissioner's structure on the Mason Drain.

Scope of Design Phase Services:

Title Work and Easements

- ROWE will order title work for the existing parcels (four total) along the proposed storm sewer replacement route.
- ROWE will review the title work for existing easements. Plottable easements will be shown on the construction drawings and survey easements exhibit.
- ROWE will develop a proposed storm sewer easement document and survey exhibit along the proposed storm sewer route for the city to secure the easements.

Topographic Survey

- ROWE will perform a topographic survey along the proposed storm sewer replacement location.
- The survey will locate all visible topographic features including structures, manhole inverts, electrical equipment, roadways, driveways, landscaping, etc.
- ROWE will submit a design survey MISS DIG utility ticket. Plottable underground utilities will be shown, and non-plottable utilities will be noted based upon the plans that were provided by the utility owners through the MISS DIG request.

Construction Plans, Contract Documents, Specifications, and Permitting

- Upon completion of the topographic survey, ROWE will utilize the survey information to create base plans.
- Prepare 60 percent construction plans, contract documents, and specifications for the proposed storm sewer replacement previously identified. We will schedule a meeting to review the plans with the city.
- Submit plans to existing utility companies to review and comment on potential project impacts to existing utilities.
- Apply for and secure construction permits for the project. Revise plans per agency review comments. The anticipated permits are the following:
 - Genesee County Drain Commissioner's Office Division of Water and Waste Services (GCDC-WWS) – Soil Erosion and Sedimentation Control (SESC) permit.

- GCDC Division of Surface Water Management (GCDC-SWM) Drain Construction Permit.
- Prepare final construction plans, contract documents, and specifications.

Bidding and Award

- ROWE will assist the city with the bidding the project.
- ROWE will address request for information (RFIs) during bidding.
- ROWE will attend the bid openings and prepare a bid tab and tentative award recommendation letters.
- ROWE will assist the city with executing the contract documents between the Contractor and the city.

ROWE deliverables for our design engineering services will include the following. Deliverables will be electronically delivered files in Portable Document Format (PDF):

- Storm sewer easement and survey exhibit.
- Preliminary construction plans, contract documents, specifications, and engineer's opinion of construction cost for city review and comment.
- Final construction plans, contract documents, specifications, and engineer's opinion of construction cost.
- Copies of approved construction permits.
- Bid tabulation and tentative recommendation of award.
- Final executed contract documents.

Scope of Construction Phase Services:

Contract Administration

- Review material shop drawings for compliance with contract documents.
- Verify project quantities with Contractor.
- Process pay requests/change orders.
- Record drawings preparation.
- Conduct biweekly progress meetings including preparation of meeting agendas and minutes.

Construction Observation and Testing

- Schedule and attend progress meetings with the Contractor.
- Measure and track contract quantities daily.
- Perform density testing services.
- Verify construction compliance with contract specifications.
- Prepare Observer Daily Reports (ODRs).

Survey Construction Staking

- Stake the rights-of-way and easement.
- Stake proposed storm sewer elevation and alignment.

Fees:

ROWE proposes to complete the scope of services identified above for the following fees:

Design Phase Services Fee

Title Work and Easements	\$4,180
Topographic Survey	\$3,000
Construction Plans, Contract Documents, Specifications, and Permitting	\$11,165
Bidding and Award	\$1,640
Design Phase Services Fee Total	\$19,985

Construction Phase Services Fee

Construction Administration, Observation and Testing	\$16,400
Construction Staking	\$2,245
Construction Phase Services Fee Total	\$18,645

Total Fee:..... \$38,630

The conceptual engineer’s opinion of construction cost for the project is \$122,000.

Schedule:

Design Phase

The design phase schedule is the following:

- Authorization to Proceed from City: May 29, 2026
- Title Work, Easement Documents, and Topographic Survey Complete: June 26, 2026
- 60 percent Construction Plans, Contract Documents, Specifications Complete: July 10, 2026
- Final Construction Plans, Contract Documents, Specifications Complete: July 24, 2026
- Submit Permit Applications: July 24, 2026
- Easement(s) Secured and Permits Issued: September 4, 2026
- Advertisement: September 9, 2026
- Bid Opening: September 30, 2026
- Execute Contract, Shop Drawings Reviewed, Preconstruction Meeting, and Notice to Proceed Complete: October 23, 2026

Construction Phase

The overall project includes approximately 360 linear feet of storm sewer replacement and restoration. We anticipate that the project will take approximately two six-day work weeks to substantially complete, based on the following:

- Clearing and Storm Sewer Replacement: Six workdays
- Restoration: Four workdays
- Topsoil, Seed, and Mulch: Two days

The construction schedule is the following:

- Construction: October 26, 2026, through November 6, 2026
- Seasonal Suspension: November 7, 2026, through April 30, 2027
- Punch List Items and Allow Time for Turf Establishment: May 3, 2027, through May 28, 2027

Contract for Engineering Services

North Street Drainage Repair 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": To provide survey, design engineering, and construction engineering services for North Street Drainage Repair.

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 April 28, 2026 (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 \$38,630, or 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. Construction Phase:

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.

N. 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 Exhibits 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

Signature

Typed Name and Title

Typed Name and Title

**CITY OF MT. MORRIS
RESOLUTION 26-13**

WHEREAS: The Genesee County Treasurer’s office has certain tax reverted properties located within the City of Mt. Morris; and

WHEREAS: State law requires the Genesee County Treasurer’s office to provide to the City of Mt. Morris properties located within the City before they go to public auction; and

WHEREAS: The law allows the City to object in writing to the transfer of any such properties to the City, and upon failure to do so, the property does revert back to the City; and

WHEREAS: The City is required to state it does not wish to receive all such properties;

NOW THEREFORE BE IT RESOLVED:

That the City of Mt. Morris objects to the transfer of the following parcels:

<u>Parcel Number</u>	<u>Address</u>	<u>City/Zip</u>
57-06-300-070	Louisa Street	Mt. Morris 48458
57-07-504-070	South Street	Mt. Morris 48458
57-12-527-020	401 Elm Street	Mt. Morris 48458

A motion was made by Councilmember _____, seconded by Councilmember _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Tuesday, May 26, 2026, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk

City of Mt Morris
Resolution No. 26-14

A Resolution to adopt the Annual City Budget for FY 2026-2027 and to provide a general appropriations act; to permit the City Manager to execute transfers within stated limits between departments/activities without prior approval of the legislative body; and to set the annual millage rate.

WHEREAS: Chapter VII of The City Charter specifies that the City shall adopt a budget and set the millage rate for the next fiscal year not later than the second Monday in June, and

WHEREAS: The City Council held a public hearing on the proposed budget and a Truth In Taxation Hearing on Monday, May 11th, 2026.

NOW THEREFORE BE IT RESOLVED: That this council does set the levels of appropriations, estimated revenues and uses of fund balance as follows:

Amounts and Source of Monies Appropriated

GENERAL FUND

Estimated Revenues (By Source):

Property Taxes, Fees, and Interest	938,000
Licenses and Permits	50,500
Federal Grants	0
State Grants	494,500
Contributions from Local Units	2,100
Charges for Services	258,400
Fines and Forfeitures	30,500
Interest, Royalties, and Rents	10,210
Other Revenue	23,500
Operating Transfers	92,500
Fund Balance	369,314
Total	2,269,524

Expenditures:

City Council	23,350
Administration	200,945
Auditor	65,000
Treasurer	54,554
Assessor	15,450
Elections	9,378
City Hall	53,925
Attorney	45,000
Other City Property	12,292
Police Department	1,088,050

Fire Department	123,500
Codes & Enforcement	11,550
Public Works	124,964
Trash Collection	249,400
Weed Control	30,000
Cemetery	20,448
Planning	2,600
Library	20,768
Capital Outlay	118,350
Transfers Between Funds	0
Amount Appropriated	2,269,524

CEMETERY PERPETUAL CARE

Estimated Revenues (By Source):

Sales	300
Interest	100
Total	400

Expenditures:

Reimbursement to funds	0
Amount Appropriated	0

MAJOR STREETS

Estimated Revenues (By Source):

Act 51 Funds	337,000
Interest	1,500
Other Revenue	15,000
Fund Balance	173,001
Total	526,501

Expenditures:

Sidewalks	4,919
Street Construction	163,000
Routine Maintenance	69,260
Traffic Services	55,986
Winter Maintenance	58,336
Transfers Out	175,000
Amount Appropriated	526,501

LOCAL STREETS

Estimated Revenues (By Source):

Act 51	114,000
Interest	5,000
Transfers from Major Streets	150,000
Fund Balance	0
Total	269,000

Expenditures:

Sidewalks	5,215
Routine Maintenance	94,795
Traffic Services	16,941
Winter Maintenance	32,895
Amount Appropriated	149,846

DDA

Estimated Revenues (By Source):

Current Property Tax	19,000
Current Property Tax Penalty	100
Other Revenue	500
Food Truck Revenue	4,000
Fund Balance	17,400
Total	41,000

Expenditures:

Authority Board	41,000
Amount Appropriated	41,000

SEWER FUND

Estimated Revenues (By Source):

Fees	3,000
Sale of Treatment	550,000
Fines & Forfeits	15,000
Interest	5,000
Rental	10,100
Other Revenue	100
FundBalance	6,995
Total	590,195

Expenditures:

Administration	151,907
Sewer Distribution	346,769
Sewer Repair	57,769
Transfers Out	33,750
Total	590,195

WATER FUND

Estimated Revenues (By Source):

Fees	4,000
Tap-in Fees	0
Turn On/Off Fee	300
Sale of Water	1,400,000
Fines & Forfeits	43,000
Interest	0
Rental-General Fund	6,000
Rental-Major Street	10,000
Rental-Local Street	7,000
Rental-DDA	500
Rental-Sewer	2,000
Other Revenue	3,000
Fund Balance	0
Total	1,475,800

Expenditures:

Administration	157,557
Water Distribution	1,169,269
Water Repair	78,843
Transfers Out	33,750
Total	1,439,419

BE IT FURTHER RESOLVED, that the City Manager may make transfers in the amount of \$5,000 between departments/activities without approval of the City Council.

Constituting, in its entirety, the total of \$5,016,484 the budget is hereby ADOPTED.

The Budget ADOPTED by virtue hereof shall constitute to the extent applicable, as required by law, an appropriations measure or act within which the City Manager may execute transfers between its appropriations within stated limits. Public funds shall be disbursed or made available pursuant to this appropriations act and shall be in accordance with applicable laws of the State of Michigan, rules and regulations promulgated by the Michigan Department of Treasury and the Charter of the City of Mt. Morris.

BE IT FURTHER RESOLVED THAT:

- 1.) The Tax rate (millage) is hereby established as follows:
 - a. 18.6444 mills for General Operating Expenditures Fund 101
 - b. 1.6549 mills for Downtown Development Authority, and;

BE IT FURTHER RESOLVED THAT:

- 1.) Any grants received will automatically authorize the City Manager to amend the budget to reflect the changes in revenues and appropriations.
- 2.) Where encumbrances are outstanding at year end they will be reported as reservations of fund balance to be used for the subsequent year's expenditures.

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 on Tuesday, May 26, 2026 at 7:00 p.m.

_____ Yeas

_____ Nays

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk