

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
November 24th, 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 November 10th, 2025.

6. COMMUNICATIONS:

None.

7. APPROVAL OF WARRANT: Approval of Warrant #25-26 in the amount of \$201,528.13

8. PRESENTATION: Fiscal Year 2024-2025 Audit by Plante Moran

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

10. UNFINISHED BUSINESS:

None.

11. NEW BUSINESS:

- a. **PUBLIC HEARING:** Proposed Water Rate Increase
- b. **RESOLUTION 25-33:** Water Rate Increase
- c. **RESOLUTION 25-34:** Approving ROWE Professional Services, Miller, Canfield, Paddock and Stone P.L.C., and Bendzinski & Co. services for DWSRF project
- d. **RESOLUTION 25-35:** Internal Control Policy

12. PUBLIC COMMENT (Five Minute Time Limit).

13. COUNCIL MEMBER AND STAFF COMMENTS

14. ADJOURNMENT

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

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
November 10th, 2025

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

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

ABSENT: None.

OTHERS: City Manager/Clerk Spencer Lewis, Police Chief Kevin Mihailoff, Fire Chief Ken Taylor, DPW Superintendent Paul Zumbach and City Attorney Amanda Odette.

The Pledge of Allegiance.

ROLL CALL:

None.

APPROVAL OF AGENDA:

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

All ayes.

Motion carried.

APPROVAL OF MINUTES:

A motion was made by Councilmember Vance, and seconded by Councilmember Smith to approve the regular meeting minutes from October 27th, 2025.

All ayes.

Motion carried.

COMMUNICATIONS:

Police Chief Kevin Mihailoff spoke about a training facility that was being implemented by the City of Flint, located near Industrial and Stewart Ave that is proposed to be available for police departments and fire departments within Genesee County.

APPROVAL OF WARRANT:

A motion was made by Councilmember Vance, and seconded by Councilmember Templeton to approve **Pre-Warrant #25-24 in the amount of \$1,017.12 and Warrant #25-25 in the amount of \$92,103.90.**

Councilmember Walter questioned the helmet shields for the fire department.

Mayor Sara Dubey clarified that the mold and asbestos abatement was for city hall.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. RESOLUTION 25-31: Set public hearing date for water rate changes

A motion was made by Councilmember Walter, and seconded by Councilmember Withey to approve resolution 25-31.

Councilmember Templeton questioned about only posting it in the Herald?

City Clerk/City Manager Spencer Lewis stated that we will post it in the Herald, on the city website, and on the bulletin board within city hall.

Roll call: ___7___Ayes ___0___Nays ___0___ Absent

Motion Carried.

b. RESOLUTION 25-32: Junior Firefighter Program

A motion was made by Councilmember Darisaw, and seconded by Councilmember Vance to approve resolution 25-32.

Councilmember Templeton asked where we will be training for our Junior Firefighter program?

Fire Chief Ken Taylor stated that currently, since we only have 1 Junior Firefighter as of the moment we establish a junior program, they will continue to train with the junior program at Genesee Township, and once we can ramp up enrollment with the program, we will do more training here at the city. They will also attend our normal firefighter training courses at the City of Mt. Morris as well.

Councilmember Walter stated if Chief Taylor needs any contacts through the school district, he will gladly be of assistance.

Roll call: ___7___Ayes ___0___Nays ___0___ Absent

Motion Carried.

PUBLIC COMMENT:

Amanda Siel, 11638 Temperance – Amanda thanked city council for approving the junior firefighting program.

James Fournier, 7219 Harvard – Mr. Fournier spoke upon utilizing the Michigan Tactical Officers Association for the officers. He elaborated upon the recent FOIA request submitted to the city by himself, along with the pre-application submitted to EGLE by the city.

COUNCIL MEMBER AND STAFF COMMENTS:

Councilmember Walter, Darisaw, Smith and Templeton all thanked the public for coming in, and thanked Police Chief Mihailoff along with Fire Chief Taylor.

Fire Chief Taylor thanked city council for approving the junior firefighter program, and looking forward to getting it going.

Chief Mihailoff spoke upon a few recent incidents within the city, along with the hiring of a full-time officer and potential part-time officer. He touched on the turkey giveaway going on this weekend at the First Baptist Church from noon to 2 p.m. Chief Mihailoff also spoke on the FOIA request from Mr. Fournier and the regional training center being built in Flint City and the hopes of utilizing it in the future.

Council Minutes
November 10th, 2025.
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Mayor Sara Dubey thanked everyone for coming in tonight, touched on the junior firefighter program and the training facility in Flint.

Attorney Amanda Odette told the city council that November 19th, will be hers and DPW Paul Zumbach's last court date here in the City of Mt. Morris at the courthouse, as everything will be moving downtown Flint for future court dates.

ADJOURNMENT:

With no further business, the council meeting was adjourned at **7:30 p.m.**

Spencer Lewis, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000					
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	BLUE CARE NETWORK	HEALTH INS. DECEMBER 2025	8,872.67	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	HUMANA HEALTH PLAN INC	DENTAL/VISION INS. DEC. 2025	1,169.32	
101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	MML WORKER'S COMP FUND	WORKERS COMP. PREMIUM - 3	3,773.00	
101-000-256.000	DEPOSITS PAYABLE	HEATHER TAYLOR	COMM. ROOM DEPOSIT REFUND	75.00	
101-000-256.000	DEPOSITS PAYABLE	STACY GUNTER	COMM. ROOM DEPOSIT REFUND	75.00	
		Total For Dept 000		13,964.99	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	PUBLIC NOTICE - SNOW REMOVAL	87.00	
101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	ORDINANCE ADOPTION	34.35	
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	125.56	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	DOCUMENT SHREDDING	20.00	
101-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. DECEMBER 2025	2,703.26	
		Total For Dept 215 ADMINISTRATION		2,970.17	
Dept 253 TREASURER					
101-253-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	62.79	
		Total For Dept 253 TREASURER		62.79	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	BURNS HEATING & COOLING	FIRE DEPARTMENT WALL AC/HEATER	185.00	
101-265-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	335.00	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL GAS	107.00	
101-265-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	CITY HALL ELEC.	575.10	
		Total For Dept 265 CITY HALL & GROUNDS		1,202.10	
Dept 267 OTHER CITY PROPERTY					
101-267-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	11800 N. SAGINAW PARKING LOT	49.93	
		Total For Dept 267 OTHER CITY PROPERTY		49.93	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	ADS PLUS PRINTING	BUS. CARDS PD	216.00	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	PD SUPPLIES	26.34	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	79.22	
101-305-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	62.78	
101-305-740.000	OPERATING EXPENSE	PRO COMM INC	LAPEL MIC'S FOR OFFICERS	282.86	
101-305-740.000	OPERATING EXPENSE	SIRCHIE DEPT 6481	DRUG GLOVES	60.63	
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	DOCUMENT SHREDDING	20.00	
101-305-745.000	GAS & FUEL	WEBSTER & GARNER	UNLEADED GAS	596.03	
101-305-759.000	UNIFORMS	HUBBARD'S MILITARY SUPPL	L. CAMPBELL DUTY GEAR	886.00	
101-305-801.000	PROFESSIONAL SERVICES	PERSPECTIVE PSYCHOLOGICA	PRE-EMPLOYMENT SCREEN - CAMPBELL	500.00	
101-305-801.000	PROFESSIONAL SERVICES	PERSPECTIVE PSYCHOLOGICA	PRE-EMPLOYMENT SCREEN - LUJAN	500.00	
101-305-915.000	MEMBERSHIP & DUES	FLINT AREA NARCOTICS GRO	25/26 FANG DUES	1,488.66	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LOUIE'S TOWING & AUTO RE	OIL CHANGE/ AIR FILTER - #103 DURANGO	111.59	
		Total For Dept 305 POLICE DEPARTMENT		4,830.11	
Dept 336 FIRE DEPARTMENT					
101-336-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	55.44	
101-336-745.000	GAS & FUEL	WEBSTER & GARNER	DIESEL	105.66	
101-336-745.000	GAS & FUEL	WEBSTER & GARNER	UNLEADED GAS	28.62	
101-336-825.000	MAINTENANCE AGREEMENTS	GENESEE COUNTY ASSOC OF	I AM RESPONDING ANNUAL FEE	783.64	
101-336-932.000	REPAIR & MAINTENANCE - VEHICL	FRONTLINE SERVICES INC.	KUSSMAUL BAR GRAPH AND SERVICE	562.74	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 336 FIRE DEPARTMENT					
		Total For Dept 336 FIRE DEPARTMENT		1,536.10	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	41.95	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	46.99	
101-441-745.000	GAS & FUEL	WEBSTER & GARNER	DIESEL	32.93	
101-441-801.000	PROFESSIONAL SERVICES	NATIONAL ROOFING & SHEET	DPW ROOF REPAIR	4,360.30	
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	DPW GARAGE	383.38	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	STREET LIGHTS	412.19	
		Total For Dept 441 PUBLIC WORKS		5,277.74	
Dept 528 TRASH COLLECTION					
101-528-801.000	PROFESSIONAL SERVICES	WM CORPORATE SERVICES, I	GARBAGE NOV. 2025	19,250.40	
		Total For Dept 528 TRASH COLLECTION		19,250.40	
Dept 790 LIBRARY					
101-790-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	9.99	
101-790-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	LIBRARY	488.09	
		Total For Dept 790 LIBRARY		498.08	
Dept 904 CAPITAL OUTLAY					
101-904-970.200	POLICE EQUIP CAPITAL OUTLAY	ARROWHEAD UPFITTERS, INC	TAHOE UPFITTING #104	22,213.00	
		Total For Dept 904 CAPITAL OUTLAY		22,213.00	
		Total For Fund 101 General		71,855.41	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,875.00	
202-463-801.000	PROFESSIONAL SERVICES	ROWE PROFESSIONAL SERVIC	PRELIM - NORTH STREET DRAINAGE STUDY	5,325.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		7,200.00	
		Total For Fund 202 Major Street		7,200.00	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-801.000	PROFESSIONAL SERVICES	CURBCO	STREET SWEEPING	1,475.00	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		1,475.00	
		Total For Fund 203 Local Street		1,475.00	
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 103 AUTHORITY BOARD					
248-103-740.000	OPERATING EXPENSE	BILL CARR SIGNS, INC	NEW DOWNTOWN DIGITAL SIGN	6,531.00	
		Total For Dept 103 AUTHORITY BOARD		6,531.00	
		Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY		6,531.00	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	125.56	
590-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. DECEMBER 2025	933.45	
		Total For Dept 215 ADMINISTRATION		1,059.01	
Dept 536 SEWER DISTRIBUTION					

INVOICE GL DISTRIBUTION REPORT FOR CITY OF MT MORRIS
EXP CHECK RUN DATES 11/25/2025 - 11/25/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
WARRANT 25-26

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 536 SEWER DISTRIBUTION					
590-536-745.000	GAS & FUEL	WEBSTER & GARNER	DIESEL	87.83	
		Total For Dept 536 SEWER DISTRIBUTION		87.83	
		Total For Fund 590 SEWER FUND		1,146.84	
Fund 591 Water Fund					
Dept 000					
591-000-255.000	WATER DEPOSITS PAYABLE	CITY OF MT. MORRIS	FINAL BILL - WATER DEP. 1130 MAGINN	250.00	
		Total For Dept 000		250.00	
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	ED REHMANN & SONS	P. ZUMBACH UNIFORM SHIRTS	136.70	
591-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	PUBLIC HEARING NOTICE - WATER RATES	87.00	
591-215-740.000	OPERATING EXPENSE	PITNEY BOWES BANK INC	POSTAGE	125.56	
591-215-874.000	RETIREE INSURANCE BENEFITS	BLUE CARE NETWORK	HEALTH INS. DECEMBER 2025	933.45	
		Total For Dept 215 ADMINISTRATION		1,282.71	
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	GENESEE COUNTY DRAIN COM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	JETT PUMP & VALVE, LLC	SENSAPHONE RENEWAL	645.23	
591-537-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	44.95	
591-537-745.000	GAS & FUEL	WEBSTER & GARNER	DIESEL	459.68	
591-537-745.000	GAS & FUEL	WEBSTER & GARNER	UNLEADED GAS	217.20	
591-537-801.000	PROFESSIONAL SERVICES	G & J DETAIL CLEANING	CLEANING OF 826 SOUTH STREET - LINE R	350.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 905 SOUTH	8,090.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 1020 SOUTH	4,195.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 826 SOUTH	3,545.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 760 SOUTH	4,195.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 810 SOUTH	3,895.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 825 SOUTH	4,195.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 820 SOUTH	7,995.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 819 SOUTH	4,195.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 829 SOUTH	3,895.00	
591-537-801.000	PROFESSIONAL SERVICES	STEVE'S PLUMBING AND EXC	LEAD LINE REPLACEMENT - 834 SOUTH	3,895.00	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT 310 W. MTMORRIS	32.65	
591-537-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	METER PIT 321 LINCOLN	42.44	
591-537-921.000	COST OF WATER	GENESEE COUNTY DRAIN COM	OCTOBER 2025 WATER	61,009.69	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	EXOTIC AUTOMATION AND SU	HYDRAULIC LINES #57	233.78	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	MENARDS - CLIO	NUTS & BOLTS #36	6.87	
		Total For Dept 537 WATER DISTRIBUTION		111,310.45	
Dept 539 WATER REPAIR					
591-539-740.000	OPERATING EXPENSE	AJAX MATERIALS CORP	LOUISA ST. REPAIR	476.72	
		Total For Dept 539 WATER REPAIR		476.72	
		Total For Fund 591 Water Fund		113,319.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	71,855.41	
			Fund 202 Major Street	7,200.00	
			Fund 203 Local Street	1,475.00	
			Fund 248 DOWNTOWN DEVE	6,531.00	
			Fund 590 SEWER FUND	1,146.84	
			Fund 591 Water Fund	113,319.88	
			Total For All Funds:	201,528.13	

CITY OF MT. MORRIS
RESOLUTION 25-33

WHEREAS: This Council did, pursuant to Resolution 25-31, Council did hold a public hearing on November 24, 2025, to consider the proposed increase in water rates as set forth in said resolution and did hear staff comment with respect to the necessity for the proposed rate increase as set forth in said resolution;

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby increase water rates as follows:

	<u>From</u>	<u>To</u>
Water Consumption per 100 cubic feet.	\$8.90	\$9.10
Ready to serve Charge	\$17.54	\$26.83

BE IT FURTHER RESOLVED:

That staff is directed to implement the said increase effective with the January, 2026 billing.

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, November 24, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk

MICHIGAN RURAL WATER ASSOCIATION RATE EVALUATION PROGRAM

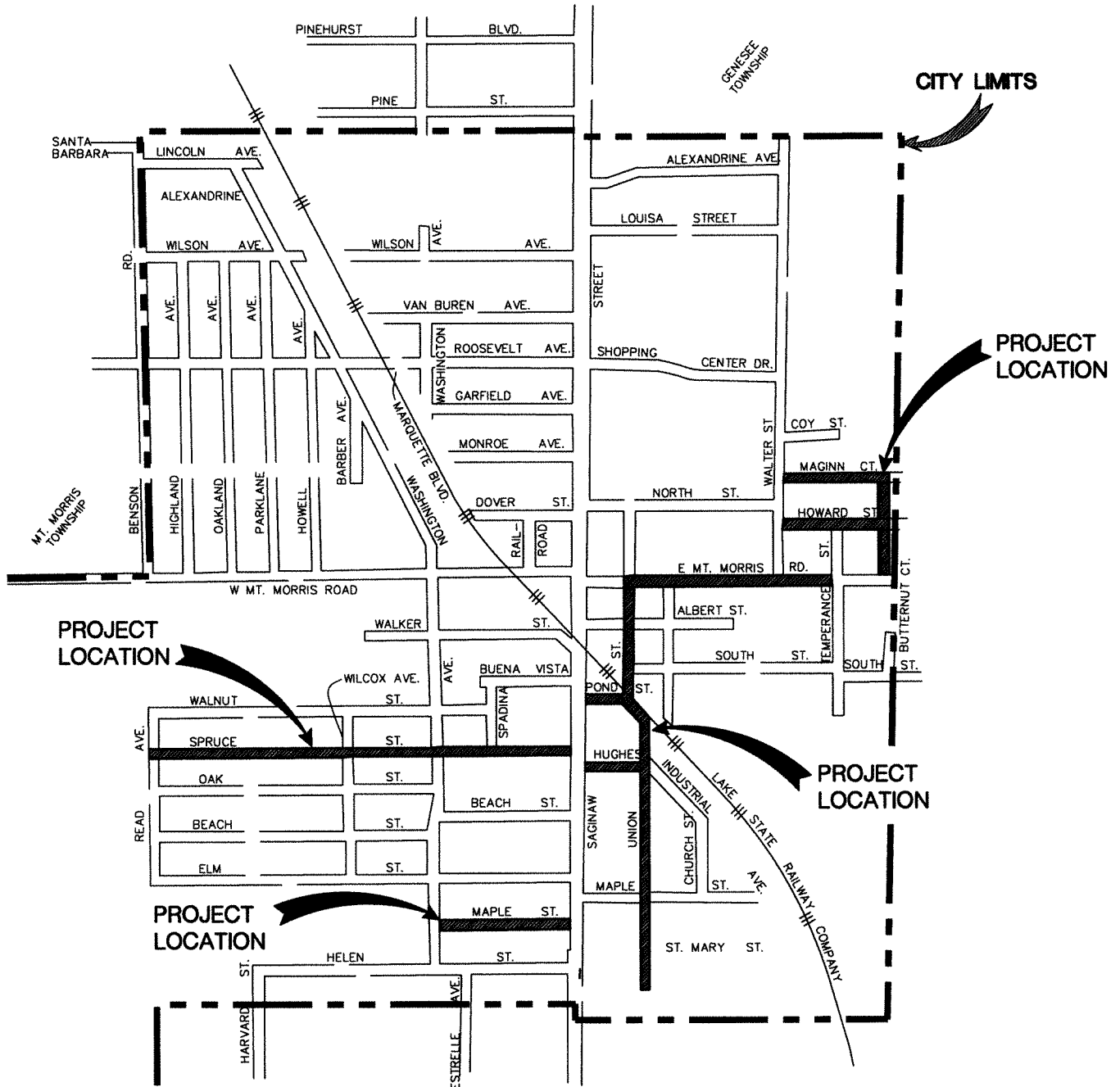
FINAL ANALYSIS RATE CALCULATION - CURRENT FISCAL YEAR										
MT MORRIS	2026		PERCENT FIXED EXPENSES	ASSIGNED AS FIXED EXPENSES	ANTICIPATED ANNUAL METER EQUIVALENTS	RTS CHARGE COST PER METER EQUIVALENT	ASSIGNED AS VARIABLE EXPENSES	ANTICIPATED EQUIVALENT UNITS	\$ COST PER 100 CUBIC FEET	VOLUME CHARGE
	ANNUAL BUDGET									
OPERATING EXPENSES	\$263,266		55%	\$144,894	21,624	\$6.70	\$118,372	91,993	\$1.287	
OPERATING EXPENSES	\$122,264		55%	\$67,290	21,624	\$3.11	\$54,974	91,993	\$0.598	
RTS Purchase water	\$82,800		55%	\$45,571	21,624	\$2.11	\$37,229	91,993	\$0.405	
Cost Of Purchase Water	\$542,200		0%	\$0	21,624	\$0.00	\$542,200	91,993	\$5.894	
Cellular Meter Service	\$20,580		55%	\$11,327	21,624	\$0.52	\$9,253	91,993	\$0.101	
OPERATION & MAINTENANCE EXPENSES	\$1,031,110			\$269,081		\$12.44	\$762,029		\$8.284	
DEBT - PRINCIPAL & INTEREST ANNUAL PAYMENTS										
USDA Saginaw Street \$715,000	\$16,850		100.00%	\$16,850	21,624	\$0.78	\$0	91,993	\$0.00	
USDA Saginaw Street \$211,000	\$9,226		100%	\$9,226	21,624	\$0.43	\$0	91,993	\$0.00	
USDA Roosevelt Street	\$9,116		100%	\$9,116	21,624	\$0.42	\$0	91,993	\$0.00	
NEW ANTICIPATED CAPITAL LOANS					21,624			91,993		
NEW ANTICIPATED LOAN FIRST PAYMENT TO START 2027	\$184,000		100%	\$184,000	21,624	\$8.51	\$0	91,993	\$0.00	
ANNUAL DEBT PAYMENTS PRINCIPAL & INTEREST	\$219,192			\$219,192		\$10.14	\$0		\$0.00	
ANNUAL O & M + DEBT	\$1,250,302			\$488,273		\$22.58	\$762,029		\$8.28	
NON SALES INCOME	\$10,000		55%	\$5,504		\$0.25	\$4,496		\$0.049	
RESERVES										
	\$0		100%	\$0	21,624	\$0.00	\$0	91,993	\$0.00	
	\$0		100%	\$0	21,624	\$0.00	\$0	91,993	\$0.00	
EQUIPMENT REPLACEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$127,044		55%	\$69,921	21,624	\$3.23	\$57,123	91,993	\$0.62	
CAPITAL IMPROVEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$50,000		55%	\$27,518	21,624	\$1.27	\$22,482	91,993	\$0.24	
ADOPTED BUDGET	\$1,427,346			\$585,713	21,624		\$841,633	91,993		
REVENUE COLLECTED NEW CALCULATED RATES	\$1,417,346		55.04%	\$580,209						
REVENUE COLLECTED WITH CURRENT RATE CHARGES	\$1,198,023									
CALCULATED RATE PER METER EQUIVALENT										
					PER MONTH		RATE PER 100 CUFT		\$9.10	
ANNUAL METER EQUIVALENTS / REUS COUNT 21,624					CURRENT RATES		\$17.54		\$8.90	
ANTICIPATED EQUIVALENT GALLONS / UNITS 91,993					PERCENT INCREASE		52.97%		2.25%	
INVOICES PER YEAR 12					INCREASE OF		\$9.29		\$0.20	
TOTAL NUMBER OF CUSTOMERS / METERS 1,715					MT. MORRIS TWP.		\$40.25		\$13.65	
ANTICIPATED UNITS INVOICED 8,593,073										
NOTES					PERCENT RESERVE 12.4%					

TYPICAL BILL COMPARISON USING NEW RATES									
MT MORRIS									
					<u>CURRENT RATES</u>		<u>NEW / CALCULATED RATES</u>		
					RTS	\$17.54	\$26.83		
					COST PER UNIT	\$8.90	\$9.10		
MONTHLY									
METER SIZE IN INCHES	GALLONS	CUBIC FT	NEW VOLUME CHARGE	NEW BASE RATE CHARGE	NEW BILL	OLD BILL	CHANGE IN BILL		
3/4	1,000	134	\$12.17	\$26.83	\$39.00	\$29.44	\$9.56		
3/4	2,500	334	\$30.41	\$26.83	\$57.25	\$47.29	\$9.96		
3/4	4,000	535	\$48.66	\$26.83	\$75.49	\$65.13	\$10.36		
3/4	6,000	802	\$72.99	\$26.83	\$99.83	\$88.93	\$10.90		
3/4	10,000	1,337	\$121.66	\$26.83	\$148.49	\$136.52	\$11.97		

CITY OF MT. MORRIS

DRINKING WATER STATE REVOLVING FUND

T8N – R7E, SECTION 6 AND 7
T8N – R6E, SECTION 1 AND 12
GENESEE COUNTY, MICHIGAN



LOCATION MAP



ROWE PROFESSIONAL SERVICES COMPANY
The Rowe Building
540 S. Saginaw St., Suite 200
Flint, MI 48502
O: (810) 341-7500
F: (810) 341-7573
www.rowepsc.com

PREPARED FOR:
CITY OF MT. MORRIS
DRINKING WATER STATE REVOLVING FUND
LOCATION MAP

PLAN NO. 2300064
DATE: SEPTEMBER 2025
PROJECT MGR: DPS
REVIEWER: SCH
SCALE: NONE SHEET NO: 1



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

**CITY OF Mt. MORRIS
WATER SYSTEM IMPROVEMENTS
DWRP PROJECT PLAN
ROWE PROJECT NO. 230064
REVISED PRELIMINARY OPINION OF COST SUMMARY
UPDATED: 9/29/2025**

Projects

Union St. (south end to Mt. Morris Rd. including Hughes St.)	\$	1,074,000
E. Mt. Morris Rd (Union St.-Temperance St. & Maginn St. to Walter St.)	\$	1,044,000
Spruce St. (Read Ave. to Saginaw St.)	\$	1,170,000
Beach St. (Read Ave to Saginaw St.)	\$	1,277,000
Pond Street Looping (Saginaw St to Union Street)	\$	300,000
Elm St. (Read Ave to Saginaw St.)	\$	1,139,000
Maple St. (Washington St. to Saginaw St.)	\$	367,000
Howard St. (Walter St. to Maginn St.)	\$	324,000
Temperance St. (Mt. Morris Rd. south to end)	\$	541,000
Helen St. (Saginaw St. to end)	\$	830,000
Walnut St. (Read Ave. to Saginaw St.)	\$	1,004,000
Monroe St. (Saginaw St. to end)	\$	445,000
Highland Ave. (Mt. Morris Rd. to Wilson St.)	\$	838,000
South St. (Union St. through Temperance St. to end)	\$	884,000
Washington St. (Oak St. to Helen St.)	\$	442,000
Walker St. (Saginaw St. to west end)	\$	521,000
Maple St. (Saginaw St. to east end)	\$	488,000
Albert St. (Union St. to South St.)	\$	398,000
Lead or Galvanized Service Lead Replacement from Main to Home	\$	731,000
Subtotal		\$ 5,010,000
20% Contingency		\$ 1,002,000
Total Construction		\$ 6,012,000
Engineering, Legal, Bond Counsel, Administrative		\$ 1,503,000
Total Project Capital Cost		\$ 7,515,000

CITY OF MT. MORRIS

RESOLUTION 25-34

WHEREAS: The City of Mt. Morris is within the fundable range of the Michigan Department of Environment, Great Lakes, and Energy Drinking Water State Revolving Fund Intended Use Plan – Fiscal Year 2026 for drinking water system improvements, and,

WHEREAS: Rowe Professional Services Company, a Consultant Engineering Company of Flint, Michigan, is prepared to perform necessary engineering services in connection with said project for the performance of the services therein set forth which will be necessary in connection with said project for a total sum of \$876,660 as shown on Exhibit A attached thereto, and,

WHEREAS: Miller, Canfield, Paddock and Stone, P.L.C. is prepared to perform necessary bound council services in connection with said project for the performance of the services therein set forth which will be necessary in connection with said project for a total sum of \$31,000 as shown on Exhibit B attached thereto, and,

WHEREAS: Bendzinski & Co. Municipal Finance Advisors is prepared to perform necessary financial advisor services in connection with said project for the performance of the services therein set forth which will be necessary in connection with said project for a total sum of \$26,100 as shown on Exhibit C attached thereto, and,

WHEREAS: Manager and staff have reviewed the said contracts and engagement letters and recommend that the City execute the same, as a necessary service in connection with said project, and,

NOW THEREFORE BE IT RESOLVED:

That this council does hereby approve the said proposal (Exhibit A) and engagement letters (Exhibit B and Exhibit C) attached hereto and does hereby authorize the manager to execute the same on behalf of the City, and,

BE IT FURTHER RESOLVED:

That the manager and staff are hereby directed to take any and all action in implementation hereof.

Moved by Council member _____, seconded by Council member _____ and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, November 24, 2025 at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



Exhibit A

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

November 7, 2025

Mr. Spencer Lewis, City Manager/Clerk
City of Mt. Morris
11649 N. Saginaw Street
Mt. Morris, MI 48458

RE: Drinking Water State Revolving Fund Water Main Improvements
Design and Construction Engineering Services Proposal

Dear Mr. Lewis:

Congratulations on the city's water main replacement projects being within the fundable range of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water State Revolving Fund (DWSRF) Intended Use Plan – Fiscal Year 2026. ROWE Professional Services Company was happy to assist you through the application process and is pleased to submit a proposal to provide design engineering and construction engineering services. Attached is our scope of services, fees, and schedule.

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 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

Scott Hemeyer

Digitally signed by Scott Hemeyer
DN: C=US, E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2025.11.07 09:03:05-05'00'

Scott C. Hemeyer, PE
Senior Project Manager | Associate

Attachments

R:\Projects\2300064\Docs\Proposal and Contract\Design & Construction\City of Mt Morris DWSRF WM Proposal.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
Drinking Water State Revolving Fund Water Main Improvements
Scope of Services, Fees, and Schedule
November 7, 2025

General Project Understanding and Description:

ROWE Professional Services Company assisted the city with preparing and submitting a project plan, supporting documents, and an application for Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water State Revolving Fund (DWSRF) in 2023 for various water main improvement and replacement projects throughout the city. EGLE notified the city that the project was not in the fundable scoring range for Fiscal Year (FY) 2024. ROWE assisted the city with reapplying for funding in 2024 and EGLE notified the city that the project was not in the fundable scoring range for FY 2025. ROWE assisted the city with reapplying for funding in 2025. EGLE issued the final Project Priority List (PPL) and notified the city on October 17, 2025, that the project is within the fundable scoring range for FY 2026.

The original project plan scope of work submitted in 2023 included \$21.6 million in proposed water main improvements to maximize the potential principal forgiveness (grant) and scope of work that the city could potentially manage. The city meets the criteria for significantly overburdened and EGLE is providing the city with 23 percent principal forgiveness on the overall project cost and a 40-year loan term at 1 percent interest.

The city is currently working on completing a water rate review to update the water rates. The city had multiple meetings with ROWE, the city's financial consultants, and the city's water rate advisors to determine the scope and size of the water improvements that the city could manage. The city reduced the scope of the original project plan to \$7.5 million. The current scope of work includes water main improvements and service replacements on the following streets:

- Union Street (Mt Morris Road to North of South City Limits) and Hughes Street (Saginaw Street to Union Street)
 - 2,520± feet of 8-inch and 12-inch Water Main
- E. Mt. Morris Road (Union Street to Temperance Street), Maginn Court (Walter Street to City Limits), and Off Road along City Limits (Maginn Court to E. Mt. Morris Road)
 - 2,520± feet of 12-inch Water Main
- Spruce Street (Read Avenue to Saginaw Street)
 - 2,600± feet of 8-inch Water Main
- Pound Street Looping (Saginaw Street to Union Street)
 - 300± feet of 8-inch Water Main
- Maple Street (Washington Street to Saginaw Street)
 - 850± feet of 8-inch Water Main
- Howard Street (Walter Street to Maginn Street)
 - 700± feet of 8-inch Water Main

All existing copper water services will be replaced from the new water mains to the right-of-way. There are approximately 30 lead and/or partial lead water services per the city's records that will require replacement from the new water main to the home.

Scope of Design Phase Services:

DWSRF Application Assistance

- Assist the city with preparation of Parts I and II of the EGLE DWSRF application. The city will also need to coordinate with their Attorney, Bond Counsel, and Financial Advisor in completing the application and bid process.
- Coordinate the required cross cutter agency reviews including the following agencies. ROWE will subcontract with an archaeologist and an environmental firm to assist with these reviews.
 - State Historic Preservation Office (SHPO), Section 106 Reviews
 - Tribal Archaeological and Historical Resources Review (12 Federal Tribes)
 - Michigan Natural Features Inventory
 - United States Fish and Wildlife Section 7
- Coordinate Environmental Assessment (EA) submittal with EGLE.

Topographic Survey

- ROWE will perform a topographic survey for the various water main improvement locations.
- 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 noted based upon the plans that were provided by the utility owners through the MISS DIG request.

Geotechnical Investigation

- ROWE will subcontract with a geotechnical firm and coordinate completing soil borings along the proposed water main at 500-foot maximum spacing. A geotechnical report will be provided from the geotechnical firm, documenting the existing ground water levels and soil conditions at the soil boring locations.

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 water main improvements previously identified. Review 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).
 - GCDC Division of Surface Water Management (GCDC-SWM) Drain Construction Permit
 - GCDC-WWS S-Permit
 - EGLE 399 Water System Construction Permit
 - Genesee County Road Commission Right-of-Way Permit
 - Railroad Right-of-Way-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 Part III of the EGLE DWSRF application process.
- 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):

- Part I, II, and III EGLE DWSRF applications.
- Cross cutter agency reviews and environmental assessment.
- Geotechnical report
- 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

- Attend progress meetings.
- Measure and track contract quantities daily.
- Prepare connection detail sketches.
- Document plan changes for preparation of record drawings.
- Perform construction concrete, asphalt, and density testing services.
- Verify construction compliance with contract specifications.
- Prepare Observer Daily Reports (ODRs).

Survey Construction Staking

- Stake the rights-of-way.
- Stake temporary construction signage.
- Stake proposed water main alignment.
- Stake location of proposed bends, tees, crosses, valves, and hydrants.
- Stake hard surface restoration including curb and gutter, driveways, and sidewalk ramps.

Fees:

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

Design Phase Services Fee

DWSRF Application Assistance	\$14,350
Topographic Surveys	\$80,000
Geotechnical	\$19,500

Construction Plans, Contract Documents, Specifications, and Permitting	\$189,160
Bidding and Award	\$13,650
Design Phase Services Fee Total.....	\$316,660

Construction Phase Services Fee

Construction Administration.....	\$185,000
Construction Observation and Testing	\$300,000
Construction Staking	\$75,000
Construction Phase Services Fee Total	\$560,000

Total Fee: \$876,660

The conceptual engineer's opinion of construction cost for the project is \$6 million. The design phase services fee equates to 5.3 percent construction cost and the construction phase services fee equates to 9.3 percent of the construction cost.

Schedule:

Design Phase

We anticipate following EGLE's schedule for a fourth quarter closing for design which would the following typical milestones:

- Environmental Assessments Published No Later Than: April 22, 2026
- Part I and Part II Application Due: May 13, 2026
- Final Plans and Specs Approved by EGLE: May 22, 2026
- Bid Advertisement Published: May 22, 2026
- Part III Application Due: July 7, 2026
- EGLE Order of Approval Issued: August 5, 2026
- Notice to Proceed Issued: October 20, 2026

Construction Phase

The overall project includes approximately 9,500 linear feet of water main replacement along six streets, testing and disinfecting the new water mains, final connections, 45 lead service replacements from the new water main to the home, 85 non-lead service replacements from the main to the right-of-way (curb stop), and restoration. We anticipate that the project will take to complete based on the following:

- Mobilization: five workdays
- New water main installation (200 feet to 300 feet per day): 40 workdays
- Testing and disinfecting (five days per street): 30 workdays
- Final Connections: 10 workdays
- Non lead service replacement (five per day): 17 workdays
- Lead service line replacements (three to four per day): 12 workdays
- Restoration (five workdays average per street): 30 workdays
- Contingency workdays: five workdays
- Project closeout: five workdays
- Total estimated workdays: 149 workdays
- **Total estimated time to complete (six workdays per week): 25 weeks**

Contract for Engineering Services

Drinking Water State Revolving Fund Water Main Improvements 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 design and construction engineering services, 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 November 7, 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 \$876,660, 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 time 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 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

Digitally signed by Scott Hemeyer
DN: C=US, E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2025.11.07 09:04:11-05'00'

Signature

Scott Hemeyer, Sr. Project Manager

Typed Name and Title

Founded in 1852
by Sidney Davy Miller



JEFFREY S. ARONOFF
TEL (313) 496-7678
FAX (313) 496-7500
E-MAIL aronoff@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

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QATAR

October 30, 2025

Spencer Lewis
City Manager/Clerk
City of Mt. Morris
11649 N. Saginaw St.
Mt. Morris, MI 48458

**Re: Retention as Bond Counsel
2026 DWSRF Financing – Water System Improvements**

Dear Spencer:

We are delighted that you have asked us to serve the City of Mt. Morris (the “City”) as bond counsel in connection with the proposed issuance of the initial series of revenue bonds (the “Bonds”) to finance water system improvements for the City, which Bonds are anticipated to be sold to the Michigan Finance Authority (“MFA”) pursuant to the DWSRF Program. You may be assured of our prompt and complete attention to this financing. As you are aware, it is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds to be issued by the City and purchased by the MFA through the DWSRF program. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are delivered to MFA and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City, and we will represent its interests. Our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Spencer Lewis
City Manager/Clerk
City of Mt. Morris

October 30, 2025

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City officials and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power and consult with City officials and the City's financial advisor, in the design of the bonding program and timing schedules.
2. Prepare all of the necessary resolutions, ordinances, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We also would assist the City in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the bonds.
3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.
4. Prepare the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the excludability of the interest on the bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act. We understand that the City will engage Bendzinski & Co. as financial advisor for the Bonds.

We are not being retained and our acceptance of this engagement is not an undertaking to provide the Client or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update any document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the Client or any other person or entity.

Spencer Lewis
City Manager/Clerk
City of Mt. Morris

October 30, 2025

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Because we are not the City's general counsel, our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Non-arbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm represents the MFA frequently and may be asked to represent MFA in connection with the DWSRF program at the time the City sells the Bonds to MFA. We do not believe our firm's representation of MFA, should it occur, would interfere in any way with our representation of the City as bond counsel in connection with the Bonds. However, we wish to make you aware of the possibility of such representation and invite you to discuss with us this matter further if you have any questions or concerns. We will also include mention of this matter in the bond authorizing proceedings the City will adopt in connection with the Bonds.

Fees

Based on the preliminary sizing and structure of the Bonds, we propose a fee of \$31,000, including all out-of-pocket expenses. Our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Spencer Lewis
City Manager/Clerk
City of Mt. Morris

-4-

October 30, 2025

We welcome this opportunity to again be of service to the City and look forward to working with you on this transaction. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____


Jeffrey S. Aronoff

44874591.1/088888.04632



Bendzinski & Co.
MUNICIPAL FINANCE ADVISORS
A MICHIGAN FIRM, WORKING FOR MICHIGAN.

Exhibit C

October 27, 2025

Mr. Spencer Lewis, City Manager
City of Mt. Morris
11649 Saginaw St.
Mt. Morris, MI 48458

RE: City of Mt. Morris, County of Genesee, State of Michigan, Drinking Water State Revolving Fund Bonds (DWSRF #7801-01)

Dear Spencer,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above-mentioned bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Mt. Morris (the "Issuer") with a fiduciary duty, which shall include a duty of loyalty and care in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- Prepare financial information and projections in cooperation with Issuer officials and engineers, in order to arrive at the amount of the issue to be sold and determine the methodology for the timely repayment of the bond issue;
- Attend meetings with Issuer's staff, its engineers, bond counsel, and Michigan Department of Environment, Great Lakes & Energy ("EGLE") staff for the purpose of planning the proposed SRF project;
- Provide assistance when requested to the Issuer, Issuer Attorney and Bond Counsel to ensure that all possible provisions are made towards the most advantageous sale of bonds;
- Prepare with the Issuer's cooperation, the application required by the Municipal Finance Division of the Michigan Department of Treasury for their approval and expedite this approval;
- Prepare with the Issuer's cooperation, the application required by the Michigan Department of Environment, Great Lakes & Energy Assistance Division, Municipal Facilities Section to obtain their approval;
- Prepare bond specifications for bond counsel including interest rate limitations, redemption provisions, bidding and good faith details;
- Preparation of the required User Charge System/Revenue Support Analysis, if required;
- Advise and assist the Issuer to enable them a successful delivery of funds from Michigan Municipal Bond Authority; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.



Bendzinski & Co.

MUNICIPAL FINANCE ADVISORS

A MICHIGAN FIRM, WORKING FOR MICHIGAN.

Mr. Spencer Lewis, City Manager

City of Mt. Morris

October 27, 2025

Bendzinski & Co. proposes a fee of \$26,100.00. This fee includes all out-of-pocket expenses, meeting attendance, mileage, etc. This fee is payable upon closing of the bonds.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

The Municipal Advisory Council of Michigan (the "MAC") assesses Bendzinski & Co., a \$450.00 fee for every bond issue where we act as municipal advisor in the State of Michigan. This fee will be included in the overall bond costs of issuance. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer's debt statements, overlapping debt and indirect debt, as used to determine suitability and as disclosed in official statements, (if applicable). The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements and bond calls. The MAC does not do any lobbying. Robert J. Bendzinski, currently serves on the MAC Board of Directors.

Bendzinski & Co. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer's evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.



Bendzinski & Co.

MUNICIPAL FINANCE ADVISORS

A MICHIGAN FIRM, WORKING FOR MICHIGAN.

Mr. Spencer Lewis, City Manager
City of Mt. Morris
October 27, 2025

Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.

Municipal Finance Advisors

Stephen Hayduk, CPA

Registered Municipal Advisor

Accepted: _____, 2025

CITY OF MT. MORRIS, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Title: _____

**CITY OF MT. MORRIS
RESOLUTION 25-35**

WHEREAS, The City Council of the City of Mt. Morris recognizes the importance of maintaining strong internal controls to safeguard public assets, promote operational efficiency, ensure accurate financial reporting, and maintain compliance with applicable laws and regulations; and

WHEREAS, Effective internal controls help prevent and detect fraud, waste, abuse, and mismanagement, and support transparency and accountability in municipal operations; and

WHEREAS, This governing body finds it in the best interest of the City of Mt. Morris to adopt a formal internal control policy establishing standards and responsibilities for the design, implementation, and monitoring of internal control procedures; and

WHEREAS, The adoption of such a policy aligns with best practices recommended by governmental accounting standards, auditors, and oversight agencies; and

NOW, THEREFORE, BE IT RESOLVED:

The City Council of Mt. Morris does hereby adopt the attached **Internal Control Policy** as the official internal control policy 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, November 24, 2025, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk

The City of Mt. Morris Internal Control Policy

Financial Employee Training

The City of Mt. Morris shall provide education and training for the city officials and other personnel involved in financial administration on accounting procedures, investments, and budgeting and fraud prevention as annually approved in the city budget.

Segregation of duties

The function of authorization, recordkeeping and processing financial transactions shall be segregated where possible.

Cross training

Bookkeeping duties shall be primarily the Treasures duties, but could be periodically shifted to Clerk (e.g. during vacations, etc.)

Reconciliations

The cash balance of the various fund ledgers shall be reconciled to the bank statements monthly. The treasurer must keep track of the total cash and investments allocable to each fund and must reconcile these amounts to each month's bank statements.

Cash Handling and Receipting Controls

Authorization to receive cash

The following employee positions are authorized to receive cash: Treasurer, Clerk, Water Clerk, Jr. Clerk.

Petty Cash (Change drawer)

The city treasurer shall maintain a petty cash fund (cash drawer) of \$200.00 to exchange currency in order to make change for a cash financial transaction. The treasurer shall also maintain a petty cash fund of \$300.00 in order to make immediate purchases of emergency material, supplies or service only. Routine or other non-emergency purchases shall not be made from the petty cash fund. Loans, cash advances and personal check cashing are prohibited. Cash refund shall not be issued for overpayment at the time of occurrence.

Receipting of cash receipts

The Treasurer (or other position, if authorized by the treasurer) is responsible for all cash receipts. There must be a record of all individual cash transactions, including receipts in duplicate form. All cash transactions must be recorded using a sequentially pre-numbered document. The receipt shall include the amount received, method of payment, purpose of receiving payment, and name of payer. All Remittance advice received shall be attached to a duplicate pre-numbered document. Checks must be stamped for "deposit only" at the point and time of collection. Checks returned for insufficient funds or closed accounts should be forwarded to the Treasurer (or other position, if authorized by the treasurer) for reconciling. On a daily basis, authorized individuals who receive cash shall turn over all cash and a copy of issued receipts to the treasurer intact.

Deposit Procedures

Total cash collected shall be reconciled to the sum of the pre-numbered receipts. Deposits shall be made intact with no reductions to deposits made for expenditure and must be reconciled to official receipts. Deposit tickets shall list checks by amounts. Total cash collected shall be deposited in the appropriate city bank account. Undeposited funds shall be secured in a safe lockable location.

Depositories**Bank Accounts**

All bank accounts shall be in the name of the city. The use of the city's tax ID number shall not be used to open non-city bank accounts. Tax collections shall be deposited in a separate bank account. Bank signature cards should be kept current, and the authorized signers are limited to City Treasurer, Clerk and water clerk (water clerk is back up).

Authorized Depositories

This policy is applicable to all public funds belonging to the City and in the custody of the City treasurer. The treasurer is authorized to deposit funds in approved financial institutions and administration for investments. The treasurer shall recommend financial institutions for approval for the safe keeping of the city's funds based on an evaluation of the performance and solvency of the institution, as well as past performance in exercising due care and prudence in managing the custody of city funds held in trust, if applicable. The treasurer shall periodically evaluate approved and potential financial depositories and shall make recommendations as to appropriate changes in approved depositories when warranted.

Control of Cash investments

All cash and investments shall be under the control of the city treasurer. No other individual shall hold cash of the city or open bank accounts to hold cash or investments.

Authority to make bank deposits

The city treasurer or any other designated signatories are responsible for making all bank deposits.