

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
March 14th, 2022
7:15 P.M.**

1. MEETING CALLED TO ORDER: Mayor Pro-Tem Steven Sorensen

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from February 28th, 2022.

6. COMMUNICATIONS:

- a. None.

7. APPROVAL OF WARRANT: Approval of Warrant #22-05 in the amount of \$42,548.76

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

9. UNFINISHED BUSINESS:

- a. None.

10. NEW BUSINESS:

- a. **RESOLUTION 22-18: Rescind Resolution 22-17**
- b. **RESOLUTION 22-19: Sale of Red Maple Lots to developer**
- c. **RESOLUTION 22-20: MDOT Contract for VanBuren Ave.**

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
February 28th, 2022

At 7:15 p.m., Mayor Pro-Tem Steven Sorensen called the Regular Council Meeting to order.

PRESENT: Dubey, Templeton, Heidenfeldt, Black, Sorensen, and Irwin.

ABSENT: Roth.

OTHERS: City Manager/Treasurer Vicki Corlew, City Attorney Amanda Doyle, DPW Superintendent Paul Zumbach, Police Chief Kevin Mihailoff, Fire Chief James Young, and City Clerk Spencer Lewis.

The Pledge of Allegiance.

ROLL CALL:

A motion was made by Council member Heidenfeldt, and seconded by Council member Irwin to approve absent member Roth.

All Ayes.

Motion Carried.

APPROVAL OF AGENDA:

A motion was made by Council member Black and seconded by Council member Irwin to approve the agenda.

City Manager/Treasurer Vicki Corlew stated she would like to make a request to remove item “e” from the agenda, as the mayor has been in talks with a developer and we have a letter of intent that will be on the next agenda to purchase the remaining 20 lots.

Council member Irwin questioned if he could amend that request to make a recommendation? Since all other neighbors had the ability to buy adjacent lots, he was limited because he could not purchase the south lot, and at least make an offer to buy the second lot to the north of the lot that has been already approved.

City Attorney Amanda Doyle stated that the motion needs to be amended to remove item “e”, or we just proceed with the item on the agenda.

Council member Heidenfeldt questioned if we voted no, can it be brought back?

City Attorney Amanda Doyle stated yes, anything can be brought back.

Council member Irwin questioned if we can amend the agenda to limit my parcel purchase offer to just one parcel?

Fire Chief James Young questioned if we can leave the agenda as it is, and then when we get to item “e”, Council member Irwin can amend his request?

Council member Irwin stated that they would abstain him from voting.

City Attorney Amanda Doyle stated yes, and that Council member Irwin shouldn’t technically discuss it either.

All ayes.

Motion carried.

MINUTES:

A motion was made by Council member Irwin and seconded by Council member Dubey to approve the regular meeting minutes from February 14th, 2022.

All ayes.

Motion carried.

COMMUNICATIONS:

a. None.

APPROVAL OF WARRANT:

A motion was made by Council member Irwin and seconded by Council member Heidenfeldt to approve **Warrant #22-04 in the amount of \$83,848.41**

Council member Irwin stated to Fire Chief James Young that he appreciates everything he puts in his report, and that his only concern is one that says annual testing, in the report, and on the warrant, it says service calls.

Fire Chief James Young stated that they are annual testing, between the compressor testing and testing the packs.

Council member Irwin stated that he totally understands, but believes that with something like a warrant, if it is ever picked up at a later date it might look like a service call and not something annually required. The only other thing, is the Huntington credit card or the Menards, in general, \$851.09 nondescript. As a council, if residents ever came, they would never know what is actually being purchased.

City Manager/Treasurer Vicki Corlew stated that we have all the invoices and receipts, and with the line items on the warrant, we are limited to about 20 letters for the description of items.

Council member Irwin questioned what the charge for \$343.00 for City Hall and Grounds from Menards?

DPW Superintendent Paul Zumbach stated that most of it has been paint for the fire hall and dayroom.

Roll call: ___6___ Ayes ___0___ Nays ___1___ Absent
 (Roth)

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. RESOLUTION 22-13: Bids for 11826 Temperance Demolition

A motion was made by Council member Black, seconded by Council member Dubey to approve resolution 22-13: Bids for 11826 Temperance Demolition.

Council member Heidenfeldt stated that it looks like people are still living in there.

DPW Superintendent Paul Zumbach stated that no one is living in the house.

Council member Irwin questioned DPW Superintendent Paul Zumbach if we have worked with any of these demolition companies in the past?

DPW Superintendent Paul Zumbach stated that Willy's contracting is actually Billy's contracting out of Saginaw, they have just sold their dumpster business to GFL. He has not worked with them personally, but they came highly recommended.

Council member Irwin stated he was concerned with the bid from Willy's due to them not including specifically asbestos abatement/removal in their bid. With the house looking older, the probability of the house containing asbestos is fairly high.

DPW Superintendent Paul Zumbach stated that the decision is up to city council, and reiterated that in the demolition specs he has called out hazardous materials.

Council member Irwin stated his recommendation would be to approve one of the bids that specifically includes asbestos abatement.

City Manager/Treasurer Vicki Corlew stated she wanted to point out and make sure everyone understands that the city has potential of not recouping this cost, and this could be money just out of the general fund.

Council member Heidenfeldt questioned if the city cannot bill the owner?

City Manager/Treasurer Vicki Corlew stated that we will bill the owner for the demolition, and if not paid, we will put it on their taxes. But if they do not pay it, and the county takes it and it all gets wiped off, the city is just out that cost.

Council member Black and Council member Dubey amended their original motion.

An amended motion was made by Council member Black, seconded by council member Dubey to approve Resolution 22-13: Bids for 11826 Temperance Demolition, contingent upon verifying with Willy's Contracting Inc. that in their bid they include hazardous abatement.

[illegible]

Motion Carried.

b. RESOLUTION 22-14: Roof Replacement for City Hall / Police Department

A motion was made by Council member Heidenfeldt, seconded by Council member Irwin to approve Resolution 22-14: Roof Replacement for City Hall / Police Department.

City Manager/Treasurer Vicki Corlew stated we were going to wait on this project for next years budget, but we have been having some issues in the police department and city hall. In the police department, water has been leaking all down the bathroom wall and getting into the drywall. In her office, she has had to rearrange her desk and computer due to water leaking when it rains heavily. When speaking to the company who did the fire hall roof, they previously bid a project 6 months ago and with just now recently signing the contract, their price went up \$30,000.00 due to cost of materials.

Council member Irwin stated that if they're tearing off the corrugated decking on the roof and around the roof drains, a lot of times that packing contains asbestos and if it is damaged and airborne, then people are being exposed to asbestos. He recommends that if they do have to tear out those locations upon doing thermal imaging, that those materials get tested and identify asbestos either present or not present.

[illegible]

Motion Carried.

c. RESOLUTION 22-15: Revised Fee Schedule

A motion was made by Council member Heidenfeldt, seconded by Council member Irwin to approve Resolution 22-15: Revised Fee Schedule.

Council member Heidenfeldt asked City Manager/Treasurer Vicki Corlew what kind of percentage was it raised?

City Manager/Treasurer Vicki Corlew stated in the ordinance for snow removal there was never a set fee for clearing sidewalks. We have been billing actual time, and sending invoices for \$30-\$40. It was a necessary change because we need residents to clear their own sidewalks, instead of them leaving it to let the city clean up.

Roll call: 6 Ayes 0 Nays 1 Absent
 (Roth)

Motion Carried.

d. RESOLUTION 22-16: Genesee County Hazard Mitigation / FEMA

A motion was made by Council member Irwin, seconded by Council member Dubey to approve Resolution 22-16: Genesee County Hazard Mitigation / FEMA.

[illegible]

Motion Carried.

e. RESOLUTION 22-17: Letter for Red Maple Lots: Parcel # 57-12-601-029, # 57-12-601-030, and # 57-12-601-031

A motion was made by Council member Heidenfeldt, seconded by Council member Irwin to approve Resolution 22-17: Letter for Red Maple Lots: Parcel # 57-12-601-029, # 57-12-601-030, and # 57-12-601-031.

Council member Heidenfeldt questioned if these were in addition to the ones that have already been sold?

Council member Irwin stated that he understands the developer may offer to buy all the lots at a better price, and he thinks most people (at the meeting) knows how he likes to maintain his lot, his house, his property, and that would continue with these lots. He would like to purchase these lots, and with the one closest to the road he was thinking of doing a nicely landscaped sitting area, and closer to his house possibly putting a garage or something. They would be well maintained, and even with his purchasing these 3 lots, that would leave 17 lots still available for a developer. He questioned that the mayor was informed from a developer that he has interest in buying all the lots?

City Manager/Treasurer Vicki Corlew stated we received the letter of intent late Thursday, and there wasn't enough time to include in the packet for review. She did state that right now they are offering \$15,000.00 per lot.

Council member Black stated she thought we were only offering adjacent lots for sale to the homeowners on Red Maple Drive? And that she didn't know they could purchase multiple lots.

City Manager/Treasurer Vicki Corlew stated that was correct.

Council member Irwin stated with that being said, he cannot buy to the South of his house and that's why he could purchase an adjacent lot to the South. He stated he wanted to buy one more lot to the North (of the lot he already purchased), and he would also like to purchase the other two up the corner additionally.

Council member Black stated he would buying additional lots, when she thought only adjacent lots could be purchased.

Council member Irwin stated it is an offer.

Roll call: ___5___Ayes ___1___Nays ___1___Absent
 (Black) (Roth)

Motion Carried.

f. Request from Kiwanis for Memorial Day Parade

A motion was made by Council member Irwin, seconded by Council member Dubey to approve the request from Kiwanis for the Memorial Day Parade.

Council member Heidenfeldt questioned Police Chief Mihalioff if they were going to be able to handle it?

Police Chief Mihailoff stated probably not with only 4 fulltime police officers to help out, he cannot guarantee that everyone will be here, but that they will do what they can with DPW Superintendent Paul Zumbach, barricades, etc.

Council member Black questioned in the past, didn't they use sheriff's deputies?

Police Chief Mihailoff stated that those have been a problem in the past.

All Ayes.

Motion Carried.

PUBLIC COMMENT:

None.

COUNCIL MEMBER AND STAFF COMMENTS:

Fire Chief Young stated the new squad truck has arrived, and has been put into service. He also thanked the DPW crew for working hard on the dayroom and firehall.

Council member Heidenfeldt asked City Manager/Treasurer Vicki Corlew if she had figured out yet when the budget hearings were going to be?

City Manager/Treasurer Vicki Corlew stated that the budget workshops will be before the two council meetings in April probably at 6:15 p.m.

Council member Irwin stated that we should keep in mind everyone losing their lives in Ukraine, and may God help them.

Council member Dubey said Amen, in reference to what Council member Irwin stated.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **7:52 p.m.**

Spencer Lewis, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 000	DEPOSITS PAYABLE	ERIKA SARGENT	COMMUNITY ROOM REFUND	75.00	
101-000-256.000		Total For Dept 000		75.00	
Dept 215 ADMINISTRATION					
101-215-740.000	OPERATING EXPENSE	MAPLE TOWNE PRINTING	ENVELOPES	160.00	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	17.50	
101-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	62.10	
101-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	144.49	
101-215-874.000	RECIEPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA	23.00	
101-215-959.000	MEMBERSHIP & DUES	GOVERNMENTAL CLERKS OF G	2022 MEMBERSHIP	20.00	
101-215-995.400	DEBT INTEREST-SPECIAL ASSESSM	U.S. BANK ST. PAUL	TAX BOND	1,104.37	
		Total For Dept 215 ADMINISTRATION		1,531.46	
Dept 253 TREASURER					
101-253-957.000	CONFERENCES AND WORKSHOPS	MICHIGAN MUNICIPAL TREAS	CONFERENCE	325.00	
		Total For Dept 253 TREASURER		325.00	
Dept 265 CITY HALL & GROUNDS					
101-265-740.000	OPERATING EXPENSE	AUTO - WARES GROUP	CLR GLSS	9.29	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES FOR DAYROOM	936.42	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	25.41	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	17.74	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	19.62	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	30.53	
		Total For Dept 265 CITY HALL & GROUNDS		1,039.01	
Dept 305 POLICE DEPARTMENT					
101-305-740.000	OPERATING EXPENSE	GLC LAB	BLOOD DRAW	125.00	
101-305-740.000	OPERATING EXPENSE	LAW ENFORCEMENT SEMINARS	BACKGROUND INVESTIGATIONS	385.00	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	11.21	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	10.97	
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	PAPER SHREDDING	17.50	
101-305-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	35.48	
101-305-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	82.57	
101-305-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	82.44	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	OIL FILTER	45.00	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	BRAKE PAD/ROTOR	335.51	
101-305-990.000	DEBT SERVICE - PRIN	BALBOA CAPITALCORPORATIO	IN CAR CAMERAS	318.94	
		Total For Dept 305 POLICE DEPARTMENT		1,449.62	
Dept 336 FIRE DEPARTMENT					
101-336-759.000	UNIFORMS	HUBBARD'S MILITARY SUPPL	UNIFORMS	1,222.50	
101-336-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	17.74	
101-336-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	41.28	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	MUNICIPAL EMERGENCY SVCS	CYLINDER VALVE REPAIR	102.75	
101-336-959.000	MEMBERSHIP & DUES	GEN CO ASSOC OF FIRE CHI	MEMBERSHIP DUES	455.00	
		Total For Dept 336 FIRE DEPARTMENT		1,839.27	
Dept 371 CODES & ENFORCEMENT					
101-371-801.000	PROFESSIONAL SERVICES	ROB KEHOE	BUILDING INSPECTIONS	583.33	
		Total For Dept 371 CODES & ENFORCEMENT		583.33	
Dept 441 PUBLIC WORKS					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	AUTO - WARES GROUP	LEVER GUN	39.99	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	106.81	
101-441-740.000	OPERATING EXPENSE	MICHIGAN PETROLEUM TECH	OIL TANK	300.00	
101-441-740.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	38.89	
101-441-850.000		VERIZON	PHONE BILL	31.39	
101-441-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	43.66	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	2,046.01	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	1,259.76	
101-441-923.000	DRAINS-AT-LARGE	GENESEE COUNTY DRAIN COM	NPDES 1.1-3.1.2022	1,157.89	
		Total For Dept 441 PUBLIC WORKS		5,024.40	
Dept 738 LIBRARY					
101-738-801.000	PROFESSIONAL SERVICES	SHERWOOD PROFESSIONAL CL	PROFESSIONAL CLEANING	210.00	
101-738-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	34.93	
		Total For Dept 738 LIBRARY		244.93	
		Total For Fund 101 General		12,112.02	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	VERIZON	PHONE BILL	65.31	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		65.31	
Dept 474 TRAFFIC SERVICES					
202-474-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	TRAFFIC LIGHTS	179.37	
		Total For Dept 474 TRAFFIC SERVICES		179.37	
		Total For Fund 202 Major Street		244.68	
Fund 591 Water Fund					
Dept 215 ADMINISTRATION					
591-215-740.000	OPERATING EXPENSE	MT. MORRIS POSTMASTER	WATER BILL POSTAGE	2,250.00	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	35.48	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	38.89	
591-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	82.57	
591-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	31.39	
591-215-874.000	ATTN: KRISTIE PRIMEAU	GENESEE COUNTY TREASURER	LINA	11.50	
591-215-995.400	DEBT INTEREST-SPECIAL ASSESSM	U.S. BANK ST. PAUL	TAX BOND	676.88	
		Total For Dept 215 ADMINISTRATION		3,126.71	
Dept 537 WATER DISTRIBUTION					
591-537-714.800	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.80	
591-537-714.800	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.80	
591-537-740.000	OPERATING EXPENSE	GENESEE COUNTY DRAIN COM	WATER SAMPLING	75.00	
591-537-740.000	OPERATING EXPENSE	MICHIGAN PETROLEUM TECH	OIL DISPOSAL	256.50	
591-537-930.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	COMMAND EXT	27.49	
591-537-930.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	PERFECT VIEW	205.44	
591-537-930.000	REPAIR & MAINTENANCE - VEHICL	C & S MOTORS, INC.	FUEL FILTER, HEATER	323.87	
591-537-930.000	REPAIR & MAINTENANCE - VEHICL	MICHIGAN PETROLEUM TECH	DIESEL EXHAUST FLUID	72.72	
591-537-930.000	REPAIR & MAINTENANCE - VEHICL	STEELMAN WELDING INC	REPAIR SNOW BLADE	875.00	
		Total For Dept 537 WATER DISTRIBUTION		1,923.62	
		Total For Fund 591 Water Fund		5,050.33	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Sewer Fund					
Dept 215 ADMINISTRATION					
592-215-740.000	OPERATING EXPENSE	MT. MORRIS POSTMASTER	WATER BILL POSTAGE	2,250.00	
592-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	26.62	
592-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	38.88	
592-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONE BILL	61.93	
592-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILL	31.39	
592-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA	11.50	
		Total For Dept 215 ADMINISTRATION		2,420.32	
Dept 536 SEWER DISTRIBUTION					
592-536-740.000	OPERATING EXPENSE	AUTO - WARES GROUP	ANTI FOG	4.29	
592-536-921.000	COST OF SEWER	GENESEE COUNTY DRAIN COM	JANUARY 2022	22,717.12	
		Total For Dept 536 SEWER DISTRIBUTION		22,721.41	
		Total For Fund 592 Sewer Fund		25,141.73	

Fund Totals:

Fund 101 General	12,112.02
Fund 202 Major Street	244.68
Fund 591 Water Fund	5,050.33
Fund 592 Sewer Fund	25,141.73
Total For All Funds:	42,548.76

This Warrant is hereby approved, and directed for payment

Steven Sorensen, Mayor Pro-Tem

April Smith, Deputy City Clerk

**CITY OF MT. MORRIS
RESOLUTION 22-18**

WHEREAS: The City Council did approve Resolution 22-17 at a meeting on February 28, 2022 to sell three lots on Red Maple Drive, and

WHEREAS: The sale of these lots would have been to a City Council member, and;

WHEREAS: Said Council member discussed the Resolution and voted on it, and;

WHEREAS: No action has been taken on the original motion, and;

WHEREAS: The City Attorney has advised Resolution 22-17 should be rescinded due to the violation of Roberts Rules of Order and the City of Mt. Morris Charter.

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby rescind Resolution 22-17 by at least a 2/3 vote.

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, March 14th, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

_____ Abstained

Steven Sorensen, Mayor Pro-Tem

April Smith, Deputy City Clerk



February 25, 2022

VIA EMAIL: mayor@cityofmtmorris.org

Jeffery N. Roth
City of Mt. Morris
1164 N. Saginaw St
Mt. Morris, MI 48458
Telephone: 810-687-2381

Re: Letter of Intent – Woodside Trails, Mt. Morris, MI

Dear Mr. Roth:

WJH LLC, a Delaware limited liability company ("WJH"), desires to purchase certain Property described below. This letter of intent (the "*Letter of Intent*") confirms our intent to enter into an agreement (the "*Agreement*") for the purchase and sale of the Property upon the material terms and conditions set forth below. If the said terms and conditions are acceptable to Seller, the Agreement will be prepared by the Buyer.

1. **Seller:** City of Mt. Morris
2. **Buyer:** WJH LLC, a Delaware limited liability company
3. **Property:**

20 finished lots within Woodside Trails (the "**Subdivision**"), a subdivision in the City of Mt. Morris, Genesee County, MI. The specific lots (the "**Lots**" or the "**Property**") are described on Exhibit A. The finished lots shall be permit ready and suitable for slab on grade construction. All lots shall have all utility stubs in place at least to the property line. Seller shall represent and warrant each lot shall meet the said conditions.

4. **Purchase Price:**
5. **Escrow Agent:**

\$300,000 (\$15,000 per Lot).

First American Title Insurance Company
134 N First Street
Brighton, MI 48116



Attention: Bethany Grell
Telephone: (866) 950-7231
Email: bgrell@firstam.com

6. **Deposit (Earnest Money):**

Buyer shall deposit \$10,000 (the "*Deposit*") with the Escrow Agent within five (5) business days after the date the Agreement is delivered to the Escrow Agent (the "*Effective Date*"). The Deposit will be placed in an interest-bearing account with the Escrow Agent Company and will be credited pro-rata to the Purchase Price at the Closing.

7. **Inspection Period:**

The "*Inspection Period*" shall expire 90 days after the Effective Date of the Agreement.

Buyer may terminate the contract at any time and for any reason prior to the expiration of the Inspection Period, in which case the Deposit will be returned to Buyer.

Buyer may extend the Inspection Period up to two (2) times for up to fifteen (15) days each by notifying Seller prior to the end of the Inspection Period and delivering to Escrow Agent an amount of \$1,000.00 for each extension. Each extension fee paid shall be deemed part of the Deposit and will be credited against the Purchase Price at the Closing, and each extension fee will be refundable to Buyer when paid.

8. **Lot Type Requirement:**

Seller represents and warrants the lots are, or will be, suitable for residential construction on a basement type foundation. Seller further represents it has no knowledge of any ordinance, restriction, covenant, or other controlling authority which would prevent construction of this type on the lots. Buyer and Seller understand and agree any building plans proposed for the lots shall specify a basement foundation.

9. **Property Documents:**

Within five (5) business days after the Effective Date of the Agreement, Seller will provide Buyer with all information in Seller's possession and/or control regarding the ownership and potential development of the Property, including soils reports, environmental and endangered species reports, engineering plans and reports, existing surveys, construction plans, subdivision plans, correspondence from the City or County, flood studies, deed restrictions, and utility agreements and commitments.



10. **Title Insurance:**

Buyer will cause the Title Company to issue a title commitment covering the Property to Buyer within twenty (20) business days after the Effective Date of the Agreement, together with copies of the title exception documents. Buyer will have until the expiration of the Inspection Period to object to any unacceptable matters shown. The title commitment will be updated ten (10) days prior to the Closing. Buyer may object to any new matters. Buyer will pay all costs for an owner's policy of title insurance if desired by Buyer.

11. **Closing:**

Within 30 days after the later of: (i) expiration of the Inspection Period.

12. **Conditions to Closing:**

The following conditions must be satisfied prior to Closing (collectively, the "*Conditions to Closing*"):

- Seller's representations are true and correct
- No moratorium exists that would restrict the issuance of building permits upon proper application and payment thereof.
- There has been no casualty to the Property at the time of Closing and/or no condemnation
- The Title Company has irrevocably committed to issue the title policy to Buyer
- Buyer has obtained a minimum of 5 building permits
- Completion of all Subdivision and lot development work
- Buyer's home plans have been approved as may be required by any governmental authority or local municipality and/or the Declarant or Homeowner's association

If the Conditions to Closing are not satisfied by the Closing Date, Buyer may extend the Closing until the conditions are satisfied **OR** for up to thirty (30) days in order to satisfy the conditions, waive the condition and close, or terminate the Agreement and receive the Deposit.

13. **Ad Valorem Taxes:**

General real estate taxes for the Property shall be prorated as of the date of Closing. All fees, taxes and assessments imposed because of a transfer or change in use of the Property shall be the responsibility of Seller.

14. **Development Complete:**



Seller confirms all subdivision improvements and lot development work have been completed in accordance with the approved development plans and all applicable governmental requirements, and the Lots are "finished" building sites, with all utilities available, ready for the immediate issuance of building permits (subject only to Buyer's payment of building permit fees and submittal of customary building permit applications and related documents).

15. Representations/Warranties:

Seller shall provide Buyer with industry standard representations and warranties in the Agreement including, without limitation, as to the absence of environmental hazards.

16. Real Estate Commission:

There are no brokers or other parties involved with this transaction entitled to a commission.

17. Preparation of Agreement:

Upon the mutual execution of this Letter of Intent, the Buyer shall cause the Agreement to be prepared, which shall reflect the transaction contemplated herein. Such Agreement shall be submitted to Seller for its review and approval. Buyer and Seller agree to use good faith efforts to negotiate and execute the Agreement. Except as may otherwise be provided herein, each party shall each pay its own expenses, including attorneys' fees, incurred in connection with all negotiations.

18. Property Assumptions:

The Purchase Price for the Property is based on our assumptions that the Property is zoned to permit single family residential construction for at least 20 lots, municipal water and municipal sewer service is available at the boundary of or within the Property in the requisite capacities, no detention ponds are necessary and no perimeter or off-property roadway improvements are required.

19. Authority:

The person(s) executing this Letter of Intent represent and warrant to the parties that they are authorized and empowered to execute this document on whose behalf they are signing. Upon acceptance of this letter and for a period of 30 days after, Seller agrees not to negotiate or accept any other offers to purchase the Property while Buyer and Seller work toward negotiating and executing a final contract.



20. **Acceptance:**

Seller shall have until **Friday, March 18th, 2022** to accept and execute this Letter of Intent and provide notice of such to Buyer. Failure to execute or provide notice within the time frame specified shall make the provisions of the Letter of Intent null and void.

This letter sets forth general terms for a proposed purchase and sale of the Property. Except as set forth herein, this letter is only an expression of mutual interest and is not a binding agreement of either party. Binding obligations will arise only upon the parties' complete execution and delivery of a definitive purchase and sale contract in a form acceptable to both parties, which contract will contain additional terms and conditions not described above.

WJH believes there is a substantial opportunity for both parties to benefit from the proposed transaction. If this letter correctly reflects our discussions, please acknowledge your intent to sell the Property upon the above terms by signing below. We appreciate your consideration of this offer and look forward to working with you to complete this purchase.

AGREED and ACCEPTED this ___ day of ____, ____.

BUYER

By: _____

Name: Michael B. Madden

Title: Director of Land Acquisition

SELLER

By: _____

Name: _____

Title: _____

By: _____

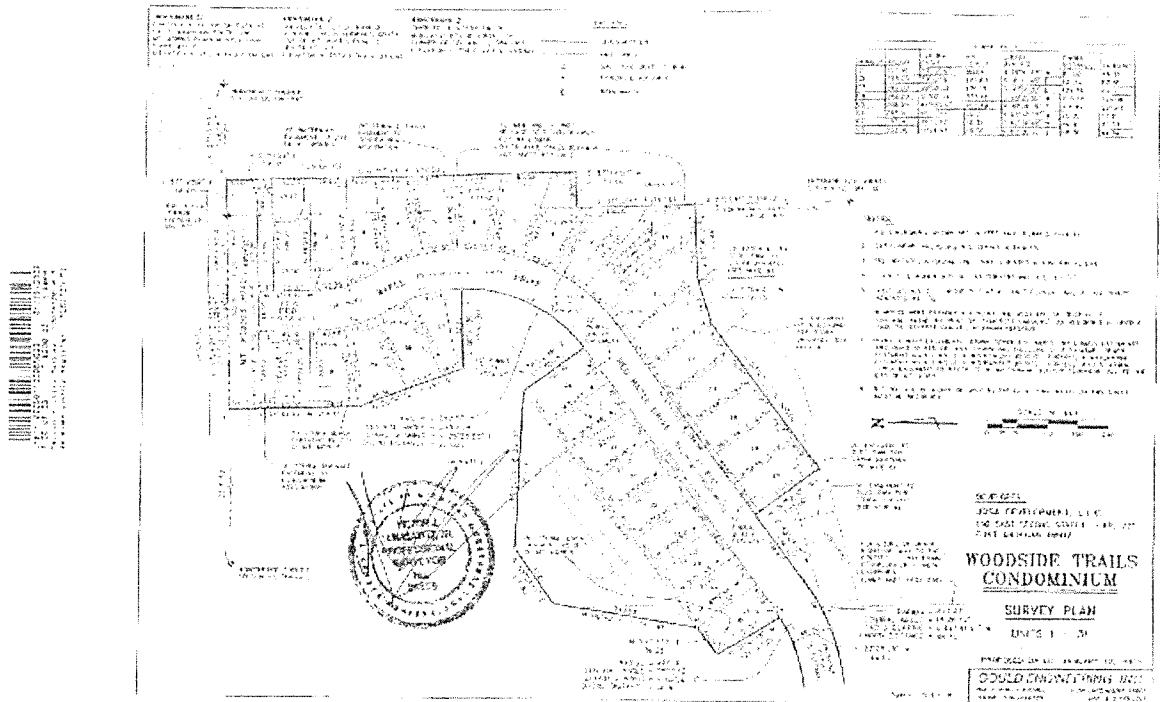
Name: Arek Kacorzuk

Title: Regional Vice President of Lot Acquisition



EXHIBIT A

BEING all of Lots 9-21, 23-26, 29-31, Woodside Trails, Section 12, as shown on that plat recorded at Genesee County Public Registry.



**CITY OF MT. MORRIS
RESOLUTION 22-19**

WHEREAS: WJH LLC, a Delaware limited liability company, has submitted a letter of intent to purchase 20 vacant lots on Red Maple Drive for the purpose of building homes, and

WHEREAS: The Mayor, manager, and staff have carefully reviewed the option and deem it to be advantageous to the City, and

NOW THEREFORE BE IT RESOLVED:

That this Council does hereby approve the attached letter of intent and does hereby authorize the City Manager to execute the same on behalf of the City.

A motion was made 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, March 14th, 2022, at 7:15 p.m.

_____ Yea _____ Nay _____ Absent

Steven Sorensen, Mayor Pro Tem

April Smith, Deputy City Clerk

TED (B)
NON FED

COM
Control Section EDB 25000
Job Number 213413CON
Contract No. 22-5086

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF MT. MORRIS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Mt. Morris, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated February 17, 2022, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing, full pavement replacement including excavation and aggregate base in select areas, concrete curb and gutter replacement in select areas and structure adjustments along Van Buren Avenue from Saginaw Road westerly to the end; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 9(1)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "B" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.

C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

(1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.

(2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category B shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 50 percent of the approved and responsible low bid amount, or (2) \$73,305, the grant amount. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 50 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any

disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing

the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #369 shall be forfeited back to the DEPARTMENT.

9. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

13. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

16. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MT. MORRIS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 17, 2022

EXHIBIT I

CONTROL SECTION	EDB 25000
JOB NUMBER	213413CON

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$146,610
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ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$146,610
Less TED FUNDS*	<u>\$ 73,305</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 73,305

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

CITY OF MT. MORRIS
RESOLUTION 22-20

WHEREAS: The City of Mt. Morris has received a 50/50 grant through MDOT from the Transportation Economic Development Category B Program to rehabilitate Van Buren Avenue from Saginaw Street to dead end; and

WHEREAS: The estimated cost of the project is \$146,610 with the City's portion to be paid from the Local Street Fund; and

NOW THEREFORE, BE IT RESOLVED, that:

This Council does hereby authorize the City to enter into the attached contract from the Michigan Department of Transportation, Contract No. 22-5086, Control Section EDB 25000, Job Number 213413CON, and does hereby authorize Vicki L. Corlew, City Manager and Spencer Lewis, City Clerk to execute such contract on the behalf of the City.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, March 14th, 2022 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Steven Sorensen, Mayor Pro Tem

April Smith, Deputy City Clerk