

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
October 11th, 2021
7:15 P.M.**

1. MEETING CALLED TO ORDER: Mayor Jeffrey N. Roth

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from September 27th, 2021.

6. COMMUNICATIONS:

- a. None.

7. APPROVAL OF WARRANT: Approval of Warrant #21-18 in the amount of \$56,201.76

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

9. UNFINISHED BUSINESS:

- a. None

10. NEW BUSINESS:

- a. **RESOLUTION 21-46: Police Department Security Window**
- b. **RESOLUTION 21-47: Designation of Streets for Snow Removal**

11. PUBLIC COMMENT (Five Minute Time Limit).

12. COUNCIL MEMBER AND STAFF COMMENTS

13. ADJOURNMENT

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

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
September 27th, 2021

At 7:15 p.m., Mayor Jeff Roth called the Regular Council Meeting to order.

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

ABSENT: None.

OTHERS: City Manager/Treasurer Vicki Corlew, City Attorney Amanda Doyle, Police Chief Mihailoff, and April Smith

The Pledge of Allegiance.

ROLL CALL:

None.

APPROVAL OF AGENDA:

A motion was made by Council member Irwin, seconded by Council member Heidenfeldt to approve the agenda.

All ayes.

Motion carried.

MINUTES:

A motion was made by Council member Black, seconded by Council member Irwin to approve the regular meeting minutes from September 13th, 2021.

All ayes.

Motion carried.

COMMUNICATIONS:

Police Chief Mihailoff showed City Council the new polos and vests that the Police Department will now be wearing.

APPROVAL OF WARRANT:

A motion was made by Council member Heidenfeldt, seconded by Council member Irwin to approve **Warrant #21-17 in the amount of \$77,920.12.**

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

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

a. Discussion on Red Maple Drive lots

A motion was made by Council member Heidenfeldt, seconded by Council member Templeton to approve to offer Red Maple lots only to residents first at \$2,000 or best offer and give them a 60 day offer period.

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

Motion Carried.

City Attorney Amanda Doyle shared with the City Council the information she learned about the master deeds and quick claim deeds. She stated that she has sent a draft of a quick claim deed to the land bank and she is waiting on them to review and sign it. She stated once that once the quick claim deed is signed then amending the master deed would be the next step before bringing it back to Council.

Council Member Irwin questioned if changing the master deed would effect the people already living there.

Attorney Amanda Doyle suggested that a discussion will need to happen to make sure everything is changed to a way everyone will like.

Council Member Templeton questioned if each separate parcel will need a quick claim deed.

Attorney Amanda Doyle stated that all the parcels are on the same quick claim deed, so you will not have to do each parcel separately.

City Manager/Treasurer Vicki Corlew questioned how long it will take to start the quick claim process because winter taxes will go out December first.

Attorney Amanda Doyle stated that it depends on how quick the land bank response. She suggested doing everything after January first to not interfere with taxes.

Council Member Heidenfeldt questioned the price of each lot.

Mayor Roth asked City Council what they thought was the best price or offer for residents.

Council Member Heidenfeldt stated he thought \$2,000 a lot was reasonable.

NEW BUSINESS:

a. RESOLUTION 21-45: Fire Department Roof.

A motion was made by Council member Black, seconded by Council member Dubey to approve bid that was submitted for Fire Department Roof.

Roll call: ____7____ Ayes ____0____ Nays ____0____ Absent

Motion Carried.

Council Member Irwin questioned if it was the only bid, we have received.

Mayor Roth stated that it was the only bid out of 7 that responded.

b. Set Halloween Trick-or-Treat hours; Sunday October 31st 6-8p.m.

A motion was made by Council member Sorensen, seconded by Council member Heidenfeldt to approve the Halloween Trick-or-Treat Hours; Sunday October 31st 6-8p.m.

All ayes.

Motion carried.

c. MML Board of Directors Election

A motion was made by Council member Sorensen, seconded by Council member Irwin to approve the election of the three members.

All ayes.

Motion carried.

PUBLIC COMMENT:

Rick Lavigueur 7383 Red Maple – Stated that he was very happy with the price of the Red Maple lots and about how things were handled with the lots. He thanked the City Council for everything they have done to figure out the Red Maple lots.

COUNCIL MEMBER AND STAFF COMMENTS:

Council Member Irwin questioned City Manager/Treasurer Vicki Corlew if she was aware of the money from covid going towards Voice for children.

City Manager/Treasurer stated that she was aware of money going toward Voice for Children.

Police Chief Mihailoff stated that Voice for Children help the children a lot and is something definitely worth helping. He also stated that last Thursday a DMT Lab was found in the city. He stated that they started paying FANG dues again for situations like this and, stated that it is well worth the money.

City Manager/Treasurer Vicki Corlew stated that the audit starts next Monday. She also stated that at her treasurer conference they talked about the ARPA payments. She stated that at her conference they suggested not spending it right away and that you have until 2026 to spend the money.

Council Member Irwin questioned if they should wait or give Voice for Children money now.

Mayor Roth questioned if the state is requiring plans before using the money.

City Manager/ Treasurer Vicki Corlew stated that they do not have to have anything approved by the State first, and that she has quarterly reporting she will have to do.

Mayor Roth stated that he is happy the city belongs to FANG again and it is beneficial.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **8:09 p.m.**

April Smith

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Dept 000 101-000-066.000	UNDISTRIBUTED FRINGE BENEFITS	MICHIGAN MUNICIPAL UNEMP	QUARTERLY CONTRIBUTION REPORT	5.95	
		Total For Dept 000		5.95	
Dept 101 CITY COUNCIL 101-101-959.000	MEMBERSHIP & DUES	MICHIGAN MUNICIPAL LEAGU	MML DUES	2,836.00	
		Total For Dept 101 CITY COUNCIL		2,836.00	
Dept 202 ASSESSOR 101-202-801.000	PROFESSIONAL SERVICES	LEGACY ASSESSING SERVICE	SECOND QUARTER ASSESSMENT	3,000.00	
		Total For Dept 202 ASSESSOR		3,000.00	
Dept 210 ATTORNEY 101-210-801.000	PROFESSIONAL SERVICES	AMANDA DOYLE	AUGUST-SEPTEMBER 2021	8,550.00	
		Total For Dept 210 ATTORNEY		8,550.00	
Dept 215 ADMINISTRATION 101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	PUBLIC POSTING	70.35	
101-215-740.000	OPERATING EXPENSE	GENESEE COUNTY HERALD	PUBLIC POSTING	70.35	
101-215-740.000	OPERATING EXPENSE	PITNEY BOWES	COPIER LEASE	314.07	
101-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	61.98	
101-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONES	145.94	
101-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILLS	38.26	
101-215-874.000	RECEIPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA	23.00	
101-215-990.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	68.82	
		Total For Dept 215 ADMINISTRATION		792.77	
Dept 253 TREASURER 101-253-959.000	MEMBERSHIP & DUES	MICHIGAN MUNICIPAL TREAS	MEMBERSHIP RENEWAL	75.00	
		Total For Dept 253 TREASURER		75.00	
Dept 265 CITY HALL & GROUNDS 101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	5.22	
101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	44.41	
101-265-801.000	PROFESSIONAL SERVICES	TAMMY'S LANDSCAPING	MOWING	81.00	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	30.53	
		Total For Dept 265 CITY HALL & GROUNDS		161.16	
Dept 269 OTHER CITY PROPERTY 101-269-801.000	PROFESSIONAL SERVICES	TAMMY'S LANDSCAPING	MOWING	18.00	
		Total For Dept 269 OTHER CITY PROPERTY		18.00	
Dept 276 CEMETERY 101-276-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	26.57	
101-276-801.000	PROFESSIONAL SERVICES	TAMMY'S LANDSCAPING	MOWING	578.00	
		Total For Dept 276 CEMETERY		604.57	
Dept 305 POLICE DEPARTMENT 101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	610.89	
101-305-759.000	UNIFORMS	HUBBARD'S MILITARY SUPPL	POLICE PANTS	68.00	
101-305-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	35.41	
101-305-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONES	83.39	
101-305-850.000	COMMUNICATIONS	VERIZON	PHONE BILLS	85.12	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LETAVIS ENTERPRISES, INC	CAR WASH	6.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 305 POLICE DEPARTMENT					
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	LOUIES TOWING & SERVICE	OIL FILTER	41.50	
101-305-957.000	CONFERENCES AND WORKSHOPS	MICHIGAN ASSO. OF CHIEFS	2021 CHIEF SCHOOL	1,195.00	
101-305-990.000	DEBT SERVICE - PRIN	BALBOA CAPITALCORPORATIO	IN CAR CAMERAS	318.94	
101-305-990.000	DEBT SERVICE - PRIN	US BANK EQUIPMENT FINANC	COPIER LEASE	119.52	
Total For Dept 305 POLICE DEPARTMENT				2,563.77	
Dept 336 FIRE DEPARTMENT					
101-336-740.000	OPERATING EXPENSE	FIRE EQUIPMENT ASSC., IN	HOSES	1,579.00	
101-336-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	13.39	
101-336-740.000	OPERATING EXPENSE	WITMER PUBLIC SAFETY GRO	FIRE MAUL REAPER	555.80	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	5.78	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	87.07	
101-336-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	17.71	
101-336-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONES	41.70	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	MINI BULB CARDED	3.89	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	FIRE EQUIPMENT ASSC., IN	HOSES	1,579.00	
101-336-930.000	REPAIR & MAINTENANCE - VEHICL	MENARDS - CLIO	SUPPLIES	7.74	
101-336-958.000	INSERVICE TRAINING	WITMER PUBLIC SAFETY GRO	MINI CAM	465.89	
Total For Dept 336 FIRE DEPARTMENT				4,356.97	
Dept 371 CODES & ENFORCEMENT					
101-371-740.000	OPERATING EXPENSE	REPUBLIC SERVICES #237	ENVIRONMENTAL RECOVERY FEE	375.00	
101-371-801.000	PROFESSIONAL SERVICES	LEON BUNING	ELECTRICAL INSPECTIONS	55.00	
101-371-801.000	PROFESSIONAL SERVICES	ROB KEHOE	BUILDING INSPECTION-SEPTEMBER 2021	583.33	
Total For Dept 371 CODES & ENFORCEMENT				1,013.33	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	AUTO - WARES GROUP	BALL BEARING	114.78	
101-441-740.000	OPERATING EXPENSE	AUTO-WARES GROUP	PARTS	44.69	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	49.43	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	8.96	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	7.99	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	8.96	
101-441-740.000	OPERATING EXPENSE	TRI COUNTY EQUIPMENT	PARTS	15.59	
101-441-740.000	OPERATING EXPENSE	MICHIGAN PETROLEUM TECH	DIESEL	19.57	
101-441-745.000	GAS & FUEL	COMCAST	INTERNET/FAX	16.19	
101-441-850.000	COMMUNICATIONS	VERIZON	PHONE BILLS	29.13	
101-441-850.000	COMMUNICATIONS	CITY OF MT. MORRIS	WATER BILLS	34.93	
101-441-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	STREET LIGHTS	2,871.13	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	677.55	
101-441-922.000	STREET LIGHTING				
Total For Dept 441 PUBLIC WORKS				3,898.90	
Dept 528 TRASH COLLECTION					
101-528-801.000	PROFESSIONAL SERVICES	REPUBLIC SERVICES #237	GARBAGE PICK UP	15,384.32	
Total For Dept 528 TRASH COLLECTION				15,384.32	
Dept 529 WEED & BRUSH CONTROL					
101-529-801.000	PROFESSIONAL SERVICES	TAMMY'S LANDSCAPING	MOWING PROPERTIES	4,410.00	
Total For Dept 529 WEED & BRUSH CONTROL				4,410.00	
Dept 738 LIBRARY					
101-738-740.000	OPERATING EXPENSE	A-1 GLASS COMPANY	REPAIR LIBRARY DOOR	120.00	
101-738-801.000	PROFESSIONAL SERVICES	SHERWOOD PROFESSIONAL CL	PROFESSIONAL CLEANING	240.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 738 LIBRARY	PROFESSIONAL SERVICES	TAMMY'S LANDSCAPING	MOWING	81.00	
101-738-801.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	37.43	
101-738-920.000		Total For Dept 738 LIBRARY		478.43	
		Total For Fund 101 General		48,149.17	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE	OPERATING EXPENSE	PARKER'S PROPANE	PROPANE	170.00	
202-463-740.000	OPERATING EXPENSE	VERIZON	PHONE BILLS	58.26	
202-463-740.000		Total For Dept 463 STREET ROUTINE MAINTENANCE		228.26	
Dept 474 TRAFFIC SERVICES	PUBLIC UTILITIES	CONSUMERS ENERGY	TRAFFIC LIGHTS	188.96	
202-474-920.000		Total For Dept 474 TRAFFIC SERVICES		188.96	
Dept 478 WINTER MAINTENANCE	OPERATING EXPENSE	DETROIT SALT COMPANY	ROCK SALT	2,380.38	
202-478-740.000		Total For Dept 478 WINTER MAINTENANCE		2,380.38	
202-478-740.000		Total For Fund 202 Major Street		2,797.60	
Fund 203 Local Street					
Dept 478 WINTER MAINTENANCE	OPERATING EXPENSE	DETROIT SALT COMPANY	ROCK SALT	793.46	
203-478-740.000		Total For Dept 478 WINTER MAINTENANCE		793.46	
203-478-740.000		Total For Fund 203 Local Street		793.46	
Fund 591 Water Fund					
Dept 215 ADMINISTRATION	COMMUNICATIONS	COMCAST	INTERNET/FAX	35.41	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	16.18	
591-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONES	83.39	
591-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILLS	29.13	
591-215-850.000	ATTN: KRISTIE PRIMEAU	GENESEE COUNTY TREASURER	LINA	11.50	
591-215-874.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	68.83	
591-215-990.000		Total For Dept 215 ADMINISTRATION		244.44	
Dept 537 WATER DISTRIBUTION	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.80	
591-537-714.800	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	43.80	
591-537-714.800	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	18.80	
591-537-740.000	OPERATING EXPENSE	R & R READY MIX INC.	MAGINN CT- STREET REPLACEMENT	650.00	
591-537-740.000	OPERATING EXP. - METER REPLAC	ETNA SUPPLY	METERS	1,600.00	
591-537-740.700	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	127.33	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	676.36	
591-537-745.000		Total For Dept 537 WATER DISTRIBUTION		3,160.09	
		Total For Fund 591 Water Fund		3,404.53	
Fund 592 Sewer Fund					
Dept 215 ADMINISTRATION	COMMUNICATIONS	COMCAST	INTERNET/FAX	26.56	
592-215-850.000					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 Sewer Fund					
Dept 215 ADMINISTRATION					
592-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	16.18	
592-215-850.000	COMMUNICATIONS	STAR2STAR COMMUNICATIONS	PHONES	62.55	
592-215-850.000	COMMUNICATIONS	VERIZON	PHONE BILLS	29.13	
592-215-874.000	810-257-3857	GENESEE COUNTY TREASURER	LINA	11.50	
592-215-990.000	COPIER	US BANK EQUIPMENT FINANC	COPIER LEASE	68.83	
		Total For Dept 215 ADMINISTRATION		214.75	
Dept 536 SEWER DISTRIBUTION					
592-536-740.000	OPERATING EXPENSE	USA BLUE BOOK	POWERLIFT	611.85	
592-536-930.000	REPAIR & MAINTENANCE - VEHICL	AUTO-WARES GROUP	PARTS	141.11	
592-536-930.000	REPAIR & MAINTENANCE - VEHICL	TRI COUNTY EQUIPMENT	PARTS	89.29	
		Total For Dept 536 SEWER DISTRIBUTION		842.25	
		Total For Fund 592 Sewer Fund		1,057.00	

Fund Totals:

Fund 101 General	48,149.17
Fund 202 Major Street	2,797.60
Fund 203 Local Street	793.46
Fund 591 Water Fund	3,404.53
Fund 592 Sewer Fund	1,057.00
Total For All Funds:	56,201.76

This Warrant is hereby approved and directed for payment.

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk

**CITY OF MT. MORRIS
RESOLUTION 21-46**

WHEREAS: The Police Chief recommends installing a new bulletproof security window in the police department; and,

WHEREAS: Pursuant thereto, quotes were received as follows:

COMPANY:	AMOUNT:
Insulgard Security Products	\$7,002
Total Security Solutions	\$6,482

WHEREAS: The said quotes have been reviewed by the Police Chief and the manager and all have been found to be from responsible contractors and that the proposed work is pursuant to specifications; and,

WHEREAS: The cost of the services to be performed from the low bidder is \$6,482. Total cost will be appropriated from the General fund, which has already been budgeted for this year.

WHEREAS: Based upon the above, staff recommends that the low quote, to wit: Total Security Solutions, be awarded the job;

NOW THEREFORE, BE IT RESOLVED,

That this Council does hereby accept the quote of Total Security Solutions after inspection of all of the quotes submitted; does determine that the said quote is in accordance with specifications; and does hereby award the job to Total Security Solutions, and does direct the manager and staff to prepare an appropriate memorandum incorporating this award.

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, October 11th, 2021 at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk



www.insulgard.com

Sales Proposal			
Brighton Office 1291 Rickett Road Brighton, MI 48116 Tel: 800-624-6315 Fax: 810-844-0920		Sales Rep Gerry Sagerman 440-235-3437	Date: 9/7/2021 Proposal #: 45747 Total Pages: 1
		Estimator Jim Kennedy	Revision #1

Proposal Submitted to:	Project Information:
Account: Mt. Morris Police Contact: Chief Kevin Mihailoff Phone: 810-686-4400 Email: chiefofpolice@cityofmtmorris.org Address: 11649 N. Saginaw Street Mt. Morris, MI 48458	Project: 45747 Mt. Morris Police - Level 3 Transaction Window Desc: Level 3 Transaction Window City: Mt. Morris State: MI

Proposal Valid for:	Leadtime	Payment Terms	Shipment Terms
30 Days	4-6 Weeks Receipt of Approved Drawings	Pending Credit Approval	Negotiated Freight
			Shop drawing leadtime 2-3 weeks

Base Proposal		
Item #	Description	Price
1	Supply only clear or dark bronze anodized BulletBlock 44-250 glazed with 1 1/4" thick bullet/abrasion resistant coated acrylic SP 1.25 (UL rated level 3 ballistic protection). Includes plastic laminated counter top 18" deep with quantity 1 recessed stainless steel deal tray 16" x 10" x 1 1/2" and quantity 1 speak hole 6" in diameter with 10" diameter backer plate with stand-off hardware. Shop drawings included.	\$ 4,793
2	Quantity 1 window 59" wide x 34" high.	
3	Installation of transaction window using non-union labor as a single continuous installation trip during normal business hours. Does not include demolition, patching or painting. Includes removal of existing sliding window and hardware.	\$ 2,208
4	Framing to be fully fabricated and shipped knocked down for assembly and installation by others. Includes fasteners, setting blocks, gaskets and shop drawings. Anchors by others.	
5	Insulgard standard warranties are as follows: 1 year workmanship, 5 years glazing and 5 years anodized finish from date of invoice.	

Total Base Price \$ **7,002**

Exclusions and Qualifications	
Item #	Description
1	Price does not include applicable taxes
2	Price includes freight
3	Proposal does include installation

Name:	Title:	Signature:	Date:

TERMS AND CONDITIONS OF SALE

1. "Seller" shall mean Polymershapes LLC and Polymershapes LLC dba Insulgard Security Products ("Insulgard"). Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's Vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer).
2. **TERMS AND CONDITIONS OF SALES.** If Buyer does not have a sales agreement signed by both Buyer and Seller, then these Terms and Conditions of Sale ("Ts&Cs") are the complete contract and shall be governed by the substantive law of the state of New York, without giving effect to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not affirmatively accept such other forms or modifications in a writing signed by Seller, these terms will be the terms of Seller's agreement. Any modifications to this agreement must be in writing and signed by Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER AND ABSENT A SIGNED SALES AGREEMENT, BUYER CONFIRMS THAT THESE Ts&Cs SHALL GOVERN ALL PURCHASES OF GOODS OR SERVICES ("PRODUCTS") BY BUYER FROM SELLER, AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) WILL CHANGE THESE Ts&Cs UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE Ts&Cs VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
3. **PRICE AND PAYMENT.** Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Products are covered by it. Payment will be due in U.S. Dollars within thirty (30) days of the invoice date. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's costs of collection, including reasonable attorney fees and court costs, if any, incurred by Seller, and all applicable interest charges.
4. **DELIVERY.** Any delivery dates Seller quotes are estimates. Seller cannot guarantee delivery on a specific date. As to Products delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. For all other sales, Buyer takes title and assumes responsibility for risk of loss or damage at Seller's point of shipment for such sales. Claims for Products damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck. Title and risk of loss to products shipped from the United States to locations outside of the United States will occur immediately after such products first leave United States territory (including its territorial waters and airspace, as applicable). Title for material installed by Insulgard shall pass upon completion of such services by Insulgard, as determined by Insulgard.
5. **WARRANTIES AND CLAIMS.** (a) **SELLER'S WARRANTIES (EXCLUDING INSULGARD INSTALLATION SERVICES):** Seller warrants that all Products sold are new and, upon payment in full by Buyer of the Products, free and clear of any security interests or liens. Services performed will be in accordance with generally acceptable industry standards. Fabricated parts will meet the physical dimensions agreed upon in writing. If any Products fail to conform to the warranty specified in the preceding two sentences, Seller may, at Seller's option, either replace the Products or refund the purchase price. This is Buyer's exclusive remedy and Seller's sole liability for breach of warranty. Buyer should not return Products until Seller agrees that Buyer may do so. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth herein.
- (b) **WARRANTY FOR INSULGARD INSTALLATION SERVICES:** Insulgard warrants installation services for twelve (12) months from the date of installation. Buyer will inspect all installation work performed by Insulgard within three (3) business days from the date of installation. Installation services will be performed in accordance with generally acceptable industry standards and to the specifications agreed to in writing by Insulgard. If any installation services are determined not to conform to the standard set forth in the preceding sentence, then Insulgard shall, at its option, either re-install the material or refund the cost of such installation services. This is Buyer's exclusive remedy and Seller's sole liability for breach of warranty related to Insulgard installation services.
- (c) **VENDOR'S WARRANTIES:** Seller shall assign to Buyer any vendor/manufacturer warranties and/or remedies provided to Seller by its vendor, to the extent permitted by Seller's vendors/manufacturers. BUYER UNDERSTANDS THAT FABRICATION SERVICES PERFORMED BY SELLER MAY VOID VENDOR/MANUFACTURER WARRANTIES.
- (d) **INTELLECTUAL PROPERTY INFRINGEMENT:** Any suggestions Seller makes about possible articles, designs or uses of products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY PRODUCTS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH PRODUCTS.
- (e) **LIMITATIONS:** SELLER DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION (EXCEPT AS SET FORTH IN 5(b)), OR PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.
- (f) **CLAIMS:** Claims for any nonconforming Products must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Products and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Products by Buyer, and a waiver of any right to reject or revoke acceptance of such Products.
6. **LIMITATION OF CLAIMS.** Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. UNLESS APPLICABLE LAW OTHERWISE REQUIRES,

- SELLER'S TOTAL LIABILITY TO BUYER OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE Ts&Cs, FROM THE USE OF THE PRODUCTS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY.
7. **CUSTOM PRODUCTS.** If Buyer orders non-stock products from Seller or products made by Seller or Seller's vendor to Buyer's specifications or design ("Custom Products"), Seller is not responsible for verifying or confirming the accuracy of specifications provided to Seller for such Custom Products. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.
 8. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using Products Buyer buys from Seller, and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of Products Seller provides. Product cross-reference comparisons do not imply that Products are perfectly comparable. COMPARED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Buyer shall review all Products prior to purchase and use to determine suitability for customer's intended use. By purchasing Products, Buyer represents and warrants that it has tested and investigated Products sold by Seller enough to form an independent judgment concerning their suitability for the use intended by Buyer and will not make any claim against Seller based on Seller's advice, statements, information, services or recommendations. Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. It is Buyer's responsibility to review all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the Products are compliant.
 9. **INTELLECTUAL PROPERTY.** (a) Buyer, by placing an order with Seller for fabrication services, warrants and represents that: (i) it is the rightful owner of any intellectual property which it has communicated, or will communicate, to Seller for use in the performance of such fabrication services and that it has the right to permit Seller to use any such item of intellectual property; and (ii) it has the right to provide such parts and related intellectual property (included but not limited to drawings, prints, or samples) to Seller for fabrication or replication. Buyer hereby agrees to release, indemnify, and hold harmless Seller, its affiliated companies and their respective shareholders, directors, officers, employees and representatives against, and hold each such indemnified party harmless from, any liability, loss, cost, damage or expense (including, without limitation, reasonable fees and expenses of attorneys and experts and other costs of defense) resulting from, or arising out of, any claim that Seller's receipt or use of any such item of intellectual property constitutes an infringement of any third party's rights or is otherwise in any way unlawful. (b) Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Seller, or any trademarks or service marks owned by vendors of Seller. Buyer shall have no right to copy or use any of the intellectual property of Seller or its suppliers without Seller's written permission.
 10. **EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events, vendor delays, and raw material shortages. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
 11. **EXPORTS.** Buyer is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Products purchased from Seller. Buyer shall ensure that Products Buyer receives from Seller are exported by Buyer only in compliance with applicable laws, including U.S. export control laws. Buyer certifies that it will not use, or knowingly support the use by others of, such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines or ballistic missiles.
 12. **ELECTRONIC COMMERCE.** Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and will not seek to assert such information against Seller for any other purpose. Seller may issue electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.
 13. **TERMINATION; SUSPENSION.** Seller may terminate this agreement or adjust Buyer's payment terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any Seller invoice, within the time provided in this agreement on two or more occasions, (b) Buyer generally fails to pay its debts as they become due, (c) Seller reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by Seller that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise) and (d) of a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including by failure to pay invoices, Seller may suspend shipments of Product, require cash in advance of deliveries and/or reduce payment terms until all invoices are current and Seller receives adequate assurance of future performance.
 14. **GENERAL.** Cancellation of any order, or return of any conforming Product purchased hereunder, will be subject to acceptance by Seller and to a restocking charge in accordance with Seller's policy then in effect. Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these terms and conditions. Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations governed by these terms without the prior written consent of Seller. Notice shall be deemed properly given if sent by email, facsimile, overnight courier mail, hand-delivered, or registered mail with return receipt. Seller shall be entitled to reference Buyer as a customer of Seller and utilize photographs of Buyer's applications utilizing Seller's products in Seller's marketing materials.

Exclusions, Qualifications, and Disclaimers – Product and Installation Services

1. Price does not include applicable taxes.
2. Polymershapes LLC dba Insulgard™ Security Products, ("Insulgard"), will provide required fasteners, setting blocks, gaskets, caulk, and shop drawings reasonably contemplated under this Proposal. Anchoring is not provided by Insulgard unless specifically called out in the Proposal.
3. Components and Insulgard product assemblies are designed to meet the specified UL Levels of protection as per the applicable data sheets and test reports. Hardware, door closers, etc. are not designed to meet specified UL Levels unless specifically called out in the Proposals.
4. Note that not all ballistic components are forced-entry tested/rated. The applicable data sheet will identify those components that are forced-entry tested/rated.
5. Unless otherwise specifically stated herein, Insulgard does not perform nor certify to any other building code requirement including but not limited to impact, pressure, and cycling requirements.
6. This Proposal does not include landscape repair, patching and painting, electrical matters, utility issues, furniture removal/replacement, demolition, carpet removal/reinstallation, security system installation, or any other costs or services not specifically set forth in the Proposal.
7. Insulgard shall be entitled to an equitable increase in compensation resulting from delay, disruption, interference, or other impairment of Insulgard's work caused by the Customer or any third party working directly or indirectly on behalf of the Customer other than a third party working on behalf of Insulgard.
8. Adjacent substrate (e.g.: surrounding building components) must be adequate to support all imposed loads transferred from glazing/framing systems through the use of standard anchorage fasteners.
9. Insulgard shall have no responsibility for or duty in connection with any site condition not ascertainable through visual inspection.
10. Actual blast testing is not available with this Proposal. Blast calculations are job and site specific and cannot be performed until shop drawings and site conditions are complete and verified by the customer. Insulgard will provide final shop drawings based on the final calculations.
11. Components and Insulgard product assemblies will meet the specified FEMA/ICC ratings as per the applicable data sheets and test reports. Anchorage calculations are job and site specific and cannot be performed until shop drawings and site conditions are complete and verified by the customer. Insulgard will provide final shop drawings based on the final calculations.
12. Customer is responsible for providing accurate take-off for this Proposal. If drawings are a part of this Proposal, written verification by the Customer of all measurements is required prior to fabrication. Insulgard is not responsible for any errors related to take-off or Customer-verified information.
13. This Proposal is solely based upon information received prior to the date of this Proposal. Inaccurate or unavailable information, including but not limited to substrate, anchorage, or adjacent materials, that must be included in our shop drawings for third party analysis/approval may result in Proposal modifications as initially set forth which may lead to cost or timing changes different than as set forth in this Proposal.
14. Performance of work is contingent upon meeting the requirements of the parties in an economical and reasonable manner. Either party may request adjustments to the pricing if in its sole judgment, conditions have changed significantly since the acceptance of this Proposal (by the placement of an order by Customer or otherwise). If after thirty (30) days the parties do not agree to the adjustments, or when the requested adjustment has been rejected whichever comes earlier, the requesting party may terminate this agreement by giving sixty (60) days written notice.
15. No decision, opinion, determination, or direction of the Customer or any third party working directly or indirectly on behalf of the Customer shall be final or binding if biased, contrary to or inconsistent with the plans and specifications governing the work, erroneous, or in bad faith.
16. Unless otherwise specifically agreed to in writing, Insulgard shall have no obligation to perform in increments quantities or portions of the work that Insulgard plans to perform in a single operation or a single mobilization; nor shall Insulgard have any obligation to perform work in a different sequence than planned by Insulgard.
17. Title shall transfer and Insulgard shall be entitled to invoice Customer upon completion of services and all payment terms shall be based on the date of invoice. Insulgard waives no legal rights, including, without limitation, lien rights, but shall solely provide partial lien waivers to the extent Insulgard receives payment.
18. In the event work is terminated for any reason prior to completion by Insulgard, the Customer shall be responsible for and agrees to promptly pay all costs reasonably incurred by Insulgard, including finished materials and work in process, prior to the date of termination.
19. Insulgard products carry a one year warranty unless otherwise specified on an applicable data sheet. Insulgard will pass through all applicable manufacturer/vendor warranties. See the Insulgard's Terms and Conditions of Sale attached to this Proposal and available at www.insulgard.com and incorporated herein by reference for more details.
20. Given the special nature of the products requested by Customer and notwithstanding anything provided to Insulgard by the Customer to assist in developing this Proposal, this Proposal may vary from the exact specifications and requirements set forth in Customer documentation. Customer, by accepting this Proposal, agrees that this Proposal exclusively shall govern and any additional or conflicting technical requirements provided or referenced by Customer are expressly rejected and null and void.
21. By placing an order based on this Proposal, you acknowledge and accept Insulgard's Terms and Conditions of Sale and such order is limited exclusively to those Terms and Conditions and this Proposal; terms and conditions on any Customer-provided document are hereby expressly rejected unless specifically included as a part of this Proposal. No changes to such Terms and Conditions or this Proposal will be effective unless approved in writing by Insulgard.
22. INSULGARD MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED AS TO THE EFFECTIVENESS OR SAFETY OF ANY DESIGN INCORPORATING INSULGARD PRODUCTS, SERVICES OR RECOMMENDATIONS. EXCEPT AS PROVIDED IN SELLER'S STANDARD CONDITIONS OF SALE, INSULGARD SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY USE OF ITS PRODUCTS OR SERVICES DESCRIBED HEREIN. Each user is responsible for making its own determination as to the suitability of Insulgard's products, services or recommendations for the user's particular use through appropriate end-use testing and analysis.
23. Unless otherwise agreed to in writing, each item and service Insulgard provides is a "commercial item" as defined in FAR PART 2, 2.101 and is provided in accordance with FAR Part 12 and, if the order is for a subcontract, in accordance with FAR 52.244-6. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if the item or service cannot be considered a "commercial item," Insulgard may immediately cancel any transactions related to this Proposal without penalty or further obligation or liability. Other than those clauses set forth in 52.212-5(e), no other FAR or FAR Supplemental clause shall apply, including but not limited to those referencing DPAS Priority Ratings.
24. In the event that products are being exported, this Proposal is expressly contingent upon receipt of applicable licenses for export. In the event that such licenses are not approved, this Proposal and any related transactions shall be null and void and of no effect.


™Trademark of Polymershapes LLC




PROJECT PROPOSAL

THE EXPERIENCE TO PROTECT. THE COMMITMENT TO RESPOND.

 935 Garden Lane
Fowlerville, MI 48836

 P: + 800.513.1468
F: + 517.223.0805

 info@tssbulletproof.com
tssbulletproof.com

OUR VISION

TSS operates under three guiding principles: **Customer Service** - we deliver an outstanding customer experience on every project; **Customization** - we solve security problems and provide innovative, customized solutions; and **Speed** - we deliver bulletproof barrier systems in as little as four weeks using state-of-the-art equipment and highly-trained craftsmen.

ABOUT TSS

Why TSS

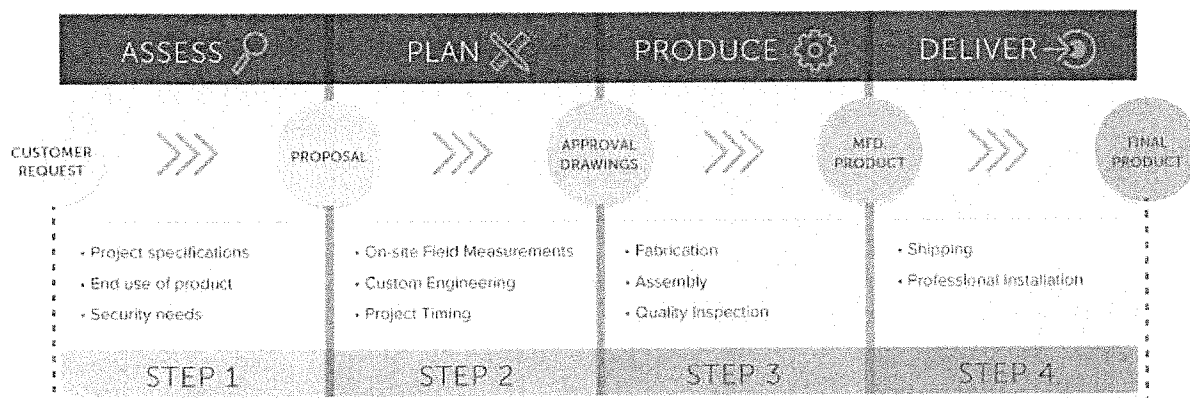
TSS plans, produces, and installs custom bulletproof barriers that fit the design of virtually any work environment - including government, banking, healthcare, utilities, corporate and educational facilities. We thrive on solving complex security problems, and we provide the most comprehensive line of bulletproof products in the industry.

By the Numbers


- Produced 21,000+ jobs
- Expanded our footprint in all 50 states
- Been recognized as an award winning company by:
 - Michigan's Top 50 Companies to Watch
 - Michigan's Brightest & Best
 - Inc. 5000 Fastest Growing Companies
 - Crain's Detroit
 - Ernst and Young


Our Proven Process

TSS differentiates itself from the competition by designing and building custom bulletproof barrier systems. We respond to the customers' needs rather than follow an "assembly line" approach. Our proven process allows us to provide a complete solution - from assessing the threat level all the way through to final installation of the barrier.



 935 Garden Lane
Fowlerville, MI 48836

 P: + 800.513.1468
F: + 517.223.0805

 info@tssbulletproof.com
tssbulletproof.com

ORDER INFORMATION

Quote Submitted To:

City of Mt Morris Police Department
11649 Saginaw Street
Mount Morris, MI 48458

Project Information:

PROJECT NAME: Mt Morris PD Security Window
PO NUMBER: #
CONTACT: Chief Kevin Mihailoff
PHONE: 810-686-4400
EMAIL: chiefofpolice@cityofmtmorris.org

Bill To Address:

City of Mt Morris Police Department
11649 Saginaw Street
Mount Morris, MI 48458

Salesperson Information:

CONTACT: Steve Truesdell
PHONE: (517) 223-7807
EMAIL: struesdell@tssbulletproof.com

Ship To Address:

City of Mt Morris Police Department
11649 Saginaw Street
Mount Morris, MI 48458

Ship To Notes:

PO NUMBER

PROJECT NAME

SALES PERSON

DATE REQUIRED


PAYMENT TERMS


Mt Morris PD Security
Window


Steve Truesdell

50% Down/Bal. due at
install

INITIAL: _____

 935 Garden Lane
Fowlerville, MI 48836

 P: + 800.513.1468
F: + 517.223.0805

 info@tssbulletproof.com
tssbulletproof.com

SUMMARY OF PROPOSAL

Thank you for asking us to prepare a Statement of Work for your Mt Morris PD Security Window Project. During our initial conversations, we have determined that the main objectives of this project are to:

Arch Style Transaction Window

Furnish & Install UL 752 Tested & Rated Level 3 -1 1/4" LP 1250 BR (laminated acrylic polycarbonate) glazing fabricated into clear satin anodized aluminum BL 2.5 framing channel.

Window will include a counter top and recessed currency tray.

Unit Size: 34" x 59"

Features:

Furnish (1) arch window for natural sound transmission. (or round hole & backer)

Furnish (1) 16" x 10" x 1 1/2"

Furnish (1) Black Plastic Laminate Countertop: 34" x 18" x 1 1/2"

TSS to provide Field Measure, Tear Out & Install services.

Includes: Submittal Drawings, Product Samples, Test Reports, Data and Product Sheets, Crate and Freight.

Total Due does NOT include Sales Tax, if applicable.

The prices, specifications and conditions listed are satisfactory and hereby accepted. Options will be initialed as approved or crossed out as declined. Payment terms included in attachment supplied with quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the Proposal or any other document provided or included in the agreement. This quote shall remain in effect for 60 days from the above date. Customer is responsible for payment of state sales tax.

INITIAL: _____

September 22, 2021

Thank you for your business!

935 Garden Lane
Fowlerville, MI 48836

P: + 800.513.1468
F: + 517.223.0805

info@tssbulletproof.com
tssbulletproof.com

SUMMARY OF PROPOSAL

The prices, specifications and conditions listed are satisfactory and hereby accepted. Options will be initialed as approved or crossed out as declined. Payment terms included in attachment supplied with quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the Proposal or any other document provided or included in the agreement. This quote shall remain in effect for 60 days from the above date. Customer is responsible for payment of state sales tax.

Sub Total:	\$6,482.00
Tax: 0%	\$0.00
Total Due:	\$6,482.00

INITIAL: _____

September 22, 2021 | Thank you for your business!

935 Garden Lane
Fowlerville, MI 48836

P: + 800.513.1468
F: + 517.223.0805

info@tssbulletproof.com
tssbulletproof.com


EXCLUSIONS


- 1. Structural calculations not included.
- 2. Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
- 3. Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
- 4. Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
- 5. Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
- 6. 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
- 7. Total Security Solutions will not pay for liquated damages for failure to meet customer’s delivery or construction schedules.
- 8. In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions’ proposal document serves as the defining document.


Sub Total:	\$6,482.00
Tax: 0%	\$0.00
Total Due:	\$6,482.00

SIGNATURE: _____

DATE: _____

 935 Garden Lane
Fowlerville, MI 48836

 P: + 800.513.1468
F: + 517.223.0805

 info@tssbulletproof.com
tssbulletproof.com

SALES TERMS & CONDITIONS

Terms inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

PRICES: Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars. **ORDERS:** Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.

CANCELLATIONS: Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$250.00 administrative fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special order material.

PAYMENT: Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.

CREDIT CARDS: We accept Visa, MasterCard, Discover and American Express. A convenience fee of 3.8% is applied to credit card payments and is due at time of payment.

CHECKS: Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.

QUOTATIONS: All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.

INTERNATIONAL ORDERS: TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.

TAXES: Taxes are additional. TSS collects taxes on orders from customers in AL, AZ, CA, CT, FL, GA, IL, IN, MD, MI, MS, NC, ND, NJ, NV, NY, PA, SC, TN, TX, VA, and WA. If you are tax exempt in these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.

SHIPPING: All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, reconsignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.

SHIPPING CLAIMS: The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.

SPECIAL ORDERS: Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.

RETURNED GOODS: Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. **Important – Items shipped without an RMA number will not be considered for credit.**

MANUFACTURERS WARRANTY: TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

SIGNATURE: _____

DATE: _____

**CITY OF MT. MORRIS
RESOLUTION 21-47**

WHEREAS: Code Section 58-113 relative to removal of snow and ice on sidewalks provides that the City Council shall establish, by resolution, the streets and properties to be covered by the requirement set forth in subparagraph (1) of said Code section with respect to requirement of snow removal within 24 hours of the end of a snowfall,

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby declare that the following streets shall be covered by the requirement that the owner of property situated thereon shall be required to remove accumulations of snow and ice upon the sidewalks adjacent to their property if the accumulation exceeds 3 inches or if icing conditions exist:

1. Saginaw Street from city limit to city limit.
2. Mt. Morris Street from city limit to city limit.
3. Walter Street from Mt. Morris Street to city limit.
4. Roosevelt Street from Saginaw Street to city limit.

And;

BE IT FURTHER RESOLVED:

That a notice setting forth the requirement above stated shall be published by the City Clerk during the month of November in a paper of general circulation within the City and the City Clerk shall, also, employ other means of dissemination of the list of affected streets, but the effectiveness of the requirement shall not depend upon dissemination of the information other than the publication above specified.

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, October 11, 2021, at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Jeffrey N. Roth, Mayor

Spencer Lewis, City Clerk