



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, June 06, 2022

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/89602304639>
One tap mobile: +13126266799,,89602304639#
Telephone: (312) 626-6799 Webinar ID: 896 0230 4639

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Dwight Ezop, St. Mary’s Catholic Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. May 12, 2022 Workshop Council Meeting
 - b. May 16, 2022 Regular Council Meeting
- 6. Absence of Council Members**
- 7. Public Hearing**
 - a. Special Assessment District
 - b. FY 22-23 Budget
- 8. Public Comment - Limit presentation to five (5) minutes**
- 9. Approval of Agenda**
- 10. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$1,022,702.85
 - b. Approval of Mayoral appointments - Boards and Commissions
 - c. Approval to hire for the Deputy Treasurer vacancy
 - d. Resolution 2022-08 to approve contract with MDOT for SRTS grant project

- e. Resolution 2022-10 MDOT Category B Grant Funding Application
- f. Confirm appointment of Mark Jordan as Fire Chief

11. Business Agenda

- a. Appoint Council member to fill vacancy in District 2
- b. Resolution 2022-11 to approve fiscal year 2022-2023 budget
- c. Resolution 2022-XX to approve 2022 Fee Schedule
- d. Resolution 2022-09 to approve the sale of 332 N. Cochran

12. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Police Chief Report for April, 2022
- d. Fire Department Monthly Report for May, 2022
- e. Councilmember Committee Reports

13. Public Comment

14. Mayor and Council Comments

15. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

*Comments shall be made only during times set aside for that purpose.
Each citizen may speak for up to 5 minutes during each public hearing and comments period.
Comments made during public hearings shall be relevant to the subject of the public hearing.
Comments shall be made from the podium unless otherwise directed by the Mayor.
Comments shall be directed to the Mayor and Council members.
Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.
Speakers shall refrain from using vulgarity, hate speech or "fighting words."*

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
Workshop Meeting
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
May 12, 2022

CALL TO ORDER:

By Mayor Armitage on Thursday May 12, 2022 at 7:02 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members, Van Langevelde, Rodriguez and Dyer. Quorum was met. Also in attendance were the City Manager LaPere, City Clerk LaRocque and in the audience were Finance Director Smith, Community Development Director Myrkle, and Police Chief Brentar, with Fire Chief Jordan joining later.

APPROVE AGENDA:

Motion by Dyer supported by Weissenborn to approve the agenda. Carried Yea 5, Nay 0, Absent 2 (Rodriguez, Lake)

EXCUSE ABSENT COUNCIL MEMBERS:

Motion by Dyer supported by Weissenborn to excuse Horvath. Carried Yea 5; Nay 0, Absent 1

PUBLIC COMMENT:

No comments

DISCUSSION ITEMS:

1. Discussion of FY 22-23 Budget

Two items for consideration were reported by LaPere; 1. The grant was not awarded to the City for the boilers and roof. 2. A police Sgt. is retiring and a road patrol officer recently resigned. Because of the difficulty in hiring officers currently, it is requested to consider sponsoring a police recruit, if necessary. Tuition is around

\$8,000.00. Reminder to council of the public hearing on June 6th for the Special Assessment District roll.

Available sources for funding projects are the "OI" fund which is a separate fund account of around \$800k that the city maintains for the purpose of internal loans for capital projects; possible use of ARPA, an outside loan or to appropriate funds from the budget.

The mayor recessed the meeting for a short break at 8:47 p.m. and resumed at 9:01 p.m.

Consensus was to proceed with the budget as is and to amend the budget for any projects or needs, as necessary.

PUBLIC COMMENT:

Brett McRae, resident, made comment regarding the management of police fleet vehicles.

MAYOR AND COUNCIL COMMENTS:

Van Langevelde; National Law Enforcement Week, extending thank you to police and thanked City staff for attending and answering questions.

Dyer; Offered City staff the opportunity for one last comment and is open to a second budget meeting.

Rodriguez; Thanked all City staff for answering questions. Reminded public he is available for contact.

Weissenborn; Thanked City staff for attending long meeting

Armitage; Thanked City staff and the Council for asking important questions. Reminder to the public that there are currently two openings on Council in District 1 and District 2. Applications for District 1 are due by noon on Friday May 13

and the position to be appointed at the May 16th meeting.
District 2 applications are due by noon on June 3rd and the
position to be appointed at the June 6th meeting.

ADJOURNMENT:

Motion by Dyer supported by Van Langevelde to adjourn the
meeting at 9:59 p.m. Carried. Yea 5; Nay 0; Absent 1

Mayor Armitage

Mary LaRocque, City Clerk

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting
May 16, 2022

CALL TO ORDER:

By Mayor Armitage on Monday May 16, 2022 at 7:03 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Dyer, Rodriguez, and Van Langevelde. Horvath was absent. A quorum was met. Also in attendance were Attorney Gillies, City Manager LaPere (via Zoom), and City Clerk LaRocque.

In the audience were City staff DPW Director Gilson, Police Chief Brentar, and Community Development Director Myrkle.

Also present were the following applicants for the District 1 Council seat: Zach Story, Michael Duweck and Kenneth Wirt.

A moment of silence to honor Lisa Brown who recently passed away was observed upon the request of the Mayor. As the Deputy Treasurer here at the City, she was the face and voice that many people saw or spoke to when contacting the city.

INVOCATION:

Randy Royston, New Hope Community Church

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

APPROVAL OF MINUTES:

May 2, 2022 Regular meeting minutes

Motion by Van Langevelde supported by Dyer to approve the May 2, 2022 meeting minutes as presented. Carried; Yea 5; Nay 0; Absent 1.

EXCUSE ABSENT MEMBERS:

Motion by Weissenborn, supported by Dyer to excuse councilman Horvath. Carried; Yea 5; Nay 0; Absent 1.

PUBLIC COMMENT:

Don Sovey, CPA and resident spoke in support of Kenneth Wirt, a candidate for the District 1 Council seat.

APPROVAL OF AGENDA

Motion by Dyer supported by Weissenborn to approve the agenda. Carried; Yea 5; Nay 0; Absent 1.

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$316,363.00
- b. Approval of Mayoral appointment to Boards and Commissions.

Motion by Van Langevelde supported by Dyer to approve the Consent Agenda items a and b. Carried; Yea 5; Nay 0; Absent 1.

BUSINESS AGENDA:

- a. Appointment of Council member – District 1

Qualified candidates; Jeffrey Christensen, Michael Duweck, Zach Story, Kenneth Wirt.

Candidates were given the opportunity to address Council and answer various question. Upon voting, the candidate who was nominated and who received 3/5 vote of Council was awarded the Council seat. Duweck received 3/5 vote. The following chart is a record of the nominations and votes that took place:

DISTRICT 1 COUNCIL SEAT						
COUNCIL	NOMINEE	DUWECK	STORY	WIRT	STORY	DUWECK
WEISSENBORN		Y	N	Y	N	Y
VAN LANGEVELDE	Wirt	N	N	Y	N	N
DYER	Duweck	Y	N	N	Y	Y
RODRIGUEZ	Story	N	Y	N	Y	Y
ARMITAGE		Y	Y	N	Y	Y
HORVATH	absent	absent	absent	absent	absent	absent
RESULTS		3-Y/2-N	2-Y/3-N	2-Y/3-N	3-Y/2-N	4-Y/1-N
		Failed	Failed	Failed	Failed	Carried

Motion to appoint District 1 Council seat to Michael Duweck, presented by Dyer, supported by Weissenborn. Carried by roll call vote; Yea 4; Nay 1 (Van Langevelde); Absent 1.

Council member Duweck was sworn in and took his seat at Council.

b. Approval of Resolution to eliminate Wards

Motion to approve resolution to eliminate Wards and to proceed with actions necessary to place the proposal on the November 8, 2022 ballot for an electoral vote, presented by Dyer, supported by Weissenborn. Carried by roll call vote; Yea 6; Nay 0; Absent 1.

c. Approval of Resolution to modify the Mayoral term from 2 to 4 years.

Motion to approve resolution to modify Mayoral term from 2 to 4 years and to proceed with actions necessary to place the proposal on the November 8, 2022 ballot for an electoral vote,

presented by Van Langevelde, supported by Dyer. Carried by roll call vote; Yea 6; Nay 0; Absent 1.

d. Approval of Resolution to move City elections from odd to even years.

Motion to approve resolution to move City elections from odd to even years and to proceed with actions necessary to place the proposal on the November 8, 2022 ballot for an electoral vote, presented by Van Langevelde, supported by Weissenborn. Carried by roll call vote; Yea 5; Nay 1 (Dyer); Absent 1.

e. Approval of brush grinding lease

Motion to approve brush grinding lease, presented by Van Langevelde, supported by Dyer. Carried; Yea 6; Nay 0; Absent 1.

f. Approval of lease with Friends of Beach Market

Motion to approve Friends of Beach Market lease presented by Van Langevelde, supported by Dyer. Carried; Yea 6; Nay 0; Absent 1.

g. Approval of bid for Airport farmland lease

Motion to approve bid for Airport farmland lease presented by Van Langevelde, supported by Weissenborn. Carried; Yea 6; Nay 0, Absent 1.

h. Approval of replacing WWTP position

Motion to approve replacing WWTP position presented by Weissenborn, supported by Van Langevelde. Carried; Yea 6; Nay 0; Absent 1.

i. Approval of replacing Police Officer position

Motion to approve replacing Police Officer position presented by Van Langevelde, supported by Dyer. Carried; Yea 6; Nay 0; Absent 1.

- j. Approval of Resolutions 2022-07 – 220 W. Shaw property sale

Motion to approve final sale of 220 W. Shaw presented by Dyer, supported by Weissenborn. Carried; Yea 6; Nay 0; Absent 1.

- k. Approval of letter of intent to lease airport land to Shyft Group for temporary storage

Motion to approve letter of intent to lease airport land to Shyft Group for temporary storage presented by Van Langevelde supported by Weissenborn. Carried; Yea 6; Nay 0; Absent 1.

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. City Attorney report was received.
- b. City Manager report was received.
- c. Council member Committee Reports.

Weissenborn – Charlotte Area Recreation Coop (CARC) Happy to announce teams now playing on the softball fields. Finishing up on the bleachers project, fields are reservable.

Van Langevelde – Parks Board; She did not attend the last meeting, with approval from Armitage she asked Co-Parks Board member Zach Story to come to the podium to give the update; Zach reported discussions about; homeless population; old boards around ice skating rink; future development of Maple City park; looking for donors; and that Charlotte designated as “Tree City U.S.A.” by the Arbor Day Foundation.

Dyer – MML Legislative advisor Committee. Drafting a proposal for tax incentives on solar projects. It is moving through the State (Government).

PUBLIC COMMENTS:

John Forte, business owner and resident congratulated Duweck on his appointment. He shared suggestions for improvements to the parks. Would like 5-minute public comment extended.

Zach Story, congratulated Duweck on his appointment and shared his suggestions for Council priorities. Would like 5-minute public comment extended.

MAYOR AND COUNCIL COMMENTS:

Van Langevelde; National EMS week – thanked all 1st responders and welcomed Duweck to Council.

Rodriguez; Believes that the two 5-minute public comment opportunities given during council meetings is very generous and offered that items of interest requiring further discussions may be added to the agenda and to contact him personally. He welcomed Duweck to Council

Weissenborn; Welcomed Duweck to Council and thanked the other candidates for their interest and efforts. Congratulations sent to the graduating (CHS) Seniors and noted their walkway signs at the courthouse square being a nice new tradition.

Dyer; Thanked all candidates, believed any one of them would have been a good choice. Mentioned that the Siren Shelter is hosting a fundraising gala Friday at 7:00 p.m. at the English Inn and tickets are available on their website.

Duweck; Appreciates the opportunity to serve on Council and is honored to have been chosen from among the other qualified candidates.

Armitage; Reminder; to qualify for District 2 seat you must be a registered voter for 6 months within District 2 and that the deadline for applications is June 3rd at noon. (Appointments to be selected at the June 6th meeting). Regarding Public Comment, he must administer a fair and consistent policy while also being respectful. He reminded the public there are two 5-

minute opportunities to address council at a meeting and they also have the options to contact a Council member individually or to submit their issues in writing.

ADJOURN:

Motion by Dyer supported by Weissenborn to adjourn the meeting at 10:10 p.m. Carried; Yea 6; Nay 0; Absent 1

Mayor Michael Armitage

Mary LaRocque, City Clerk

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: June 01, 2022
Re: Claims and Expenditures for Council approval on June 06, 2022

Background

Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds.

Recommendation

A report of claims is provided to council for review on the Wednesday preceding a council meeting at which the claims are approved. Questions about these claims should be directed to the Finance Director and answers resolved by the Friday preceding said council meeting. Claims and expenditures are budgeted items and or larger purchases pre-approved by council. While review is recommended, approval should not be hindered.

Financial Impacts

Insurance claims week of May 16, 2022	\$ 803.27
Insurance claims week of May 23, 2022	\$ 2,385.80
Insurance claims week of May 30, 2022	\$ 0.00
Payroll paid Friday May 20, 2022	\$ 95,989.06
Payroll paid Friday June 3, 2022	\$ 83,766.48
Invoiced claims as of June 01, 2022	<u>\$ 839,758.24</u>
Total	<u>\$1,022,702.85</u>

Suggested Motion

City Council approves Claims and Expenditures in the amount of **\$1,022,702.85**

User: CKOENIG

INVOICE ENTRY DATES 05/12/2022 - 06/01/2022

DB: Charlotte

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: POOL

Vendor Code	Vendor Name	Invoice	Description	Amount
01678	ADVANCE AUTO PARTS			
		5565213735437	U JOINT	107.18
		5565213735438	QUICK DETAILER	10.84
		5565213769680	MICROFIBER TOWEL, DETAIL SPRAY	32.45
		5565213958161	SYNPOWER 75W140	110.38
		5565214458439	SPARK PLUGS	9.24
TOTAL FOR: ADVANCE AUTO PARTS				270.09
01764	AMAZON CAPITAL SERVICES			
		11G3-XH1P-CH71	PAPER TOWELS, FOAM CUPS, PAPER PLATES	196.07
		11XD-KH9R-DD64	REPLACEMENT COLOR INK CARTRIDGES	100.87
		19RH-GCDW-QH3H	CUSTOM DATE STAMP	23.99
		1FGX-WYFY-3QT9	INK CARTRIDGES	103.97
		1GMN-9JX6-674F	EXTENSION CORD REEL	216.98
		1HJ3-DL4X-X3FV	MENS METRO AIR 5 INCH SIDE ZIP TACTICAL BOOTS	175.77
		1HMX-FQ3R-CDGQ	LED BULBS	50.97
		1HTY-96CC-HWDH	PLATES, REPLACEMENT BLADES,	133.62
		1KH4-9FHV-7QHD	AA ALKALINE BATTERIES	29.99
		1LG6-R79D-6P9V	SHIRTS	45.90
		1LH4-KLML-31L1	INK CARTRIDGES, TRASH BAGS, LEGAL WRITING PADS	206.74
		1MG7-GJWD-Q9VV	INK CARTRIDGES,	21.99
		1MGT-W1NC-4HY1	ANTIBACTERIAL SOAP, LYSOL WIPES	37.35
		1N1P-6FLP-VNRJ	SHELVING UNIT	195.00
		1T7K-6YTV-V1LW	AMERICAN FLAGS	76.98
		1V6T-QPTQ-Y3MJ	CHAIRS	1,752.00
		1WG7-1K6X-Y36D	STORAGE BAGS, UNIVERSAL SHIELD HOLDERS	39.98
TOTAL FOR: AMAZON CAPITAL SERVICES				3,408.17
01665	AMBS MESSAGE CENTER INC.			
		220501185	ANSWERING SERVICE , 06/01/2022 THRU 06/30/2022	117.40
TOTAL FOR: AMBS MESSAGE CENTER INC.				117.40
01915	APEX SEPTIC & EXCAVATING, INC.			
		1274	SERVICE LOCATION- 405 W LAWRENCE	3,034.00
TOTAL FOR: APEX SEPTIC & EXCAVATING, INC.				3,034.00
01635	AT&T LONG DISTANCE			
		517543228805	AIRPORT MODEM LINE	157.32
		517543839605	CITY HALL MAIN LINE	(4,875.56)
		517543887405	DPW CALLOUT	51.40
		APRIL, 2022	INTERNET CITY HALL MAIN LINE	56.52
TOTAL FOR: AT&T LONG DISTANCE				(4,610.32)
01630	AUTO GEM DISTRIBUTING			
		8034	SPRATECH CLEANER, HAWAIIAN SHINE	313.60
TOTAL FOR: AUTO GEM DISTRIBUTING				313.60
01627	AVFUEL CORPORATION			
		016745120	AV FUEL	23,826.33
TOTAL FOR: AVFUEL CORPORATION				23,826.33
01608	BARYAMES CLEANERS			
		BN1615-05.16.202	DRY CLEANING UNIFORMS-FIRE	240.95
		BN1616-05.16.202	UNIFORM CLEANING POLICE	166.67
TOTAL FOR: BARYAMES CLEANERS				407.62

Vendor Code	Vendor Name	Invoice	Description	Amount
01602	BEAVER RESEARCH COMPANY			
	0343446-IN		BEAVER BED TIME, STAINLESS STEEL COATING, CONV	367.34
TOTAL FOR: BEAVER RESEARCH COMPANY				367.34
01599	BELL EQUIPMENT			
	P07284		CONVEYOR BELT	1,651.68
	W00973		SERVICE CALL FOR PELICAN BELT	1,140.62
TOTAL FOR: BELL EQUIPMENT				2,792.30
01581	BLUE CARE NETWORK			
	221300028706		COVERAGE PERIOD 06/01/2022 TO 06/30/2022	48,524.31
	221300028796		06/01/2022 TO 06/30/2022	3,803.99
TOTAL FOR: BLUE CARE NETWORK				52,328.30
01975	BORNOR RESTORATION, INC			
	2280030.01		ROOF REPAIR	530.00
TOTAL FOR: BORNOR RESTORATION, INC				530.00
01555	BYRUM ACE HARDWARE			
	188963		BATHROOM CLEANER	43.56
	191038		GROUND PLUG, SILICONE,	33.34
	191062		CONCRETE MIX	13.18
	191578		AIR FILTER	22.36
	191940		DOOR SWEEP, SUPERGLUE	20.98
	192194		COUPLING FLEX 1-12" PVC	13.18
	193385		CONCRETE MIX	32.95
	193681		BALL VALVE BRS, NIPPLE 3/4 X3 RBRS	135.91
	193901		PVC PRESSURE PIPES, CONCRETE MIX	133.43
	194024		BALL VALVE BRS	53.97
	194061		GALV NIPPLE	11.98
	194221		FILM POLY	16.99
TOTAL FOR: BYRUM ACE HARDWARE				531.83
01547	CANON FINANCIAL SERVICES, IN			
	28560685		CONTRACT CHARGES	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN				253.73
00849	CAPITAL ASPHALT			
	4228		COLD PATCH	3,775.95
TOTAL FOR: CAPITAL ASPHALT				3,775.95
01512	CHARLOTTE LITHOGRAPH			
	501391		BUISNESS CARDS	15.60
TOTAL FOR: CHARLOTTE LITHOGRAPH				15.60
01902	CHRIS SLOAN			
	06.01.2022		FOOD REINBURSEMENT DEC 2021- MAY 2022	300.00
TOTAL FOR: CHRIS SLOAN				300.00
01457	CHROUCH COMMUNICATIONS			
	11898100		SIREN/ LIGHT CONTROL	855.80
	1902700		SERVICE TO CARS	190.00
TOTAL FOR: CHROUCH COMMUNICATIONS				1,045.80

Vendor Code	Vendor Name	Description	Amount
Invoice			
01486	CONSULTANTS ON CALL, LLC		
2022-23007	MANAGED SERVICE FEES		187.50
TOTAL FOR: CONSULTANTS ON CALL, LLC			187.50
01471	CONSUMERS ENERGY		
201719237329	108 E LAWRENCE AVE		47.78
201719237330	108 E LAWRENCE AVE		70.20
201897208019	1310 S COCHRAN AVE		1,329.41
202164187002	911 W SHEPHERD ST		3,432.32
202520154669	1325 ISLAND HWY		34.97
202609158716	1152 S COCHRAN AVE CAMP FRANCIS		55.52
202609172812	203 HALL ST		63.12
202965092022	1325 ISLAND HWY #C		110.95
203321076663	1225 S COCHRAN AVE		54.25
203321077265	1005 PAINE DR. FRNT GEN CHARLOTTE		22.91
203944015068	1213 S COCHRAN AVE		76.21
203944015069	1216 S COCHRAN AVE		242.51
203944015070	1216 1/2 S COCHRAN AVE		15.00
203944015071	1216 S COCHRAN AVE		222.68
204122001794	103 VAN LIEU ST		40.05
204210995975	620 W SHEPHERD ST		59.62
204299991655	619 W SHEPHERD ST		197.58
204299991656	620 W SHEPHERD ST		170.29
204388999872	700 LANSING RD		29.36
204388999875	1800 PACKARD HWY		39.90
204388999876	201 HALL ST		88.29
204566954690	301 TIRRELL RD		306.04
204566954691	301 TIRRELL RD R2		1,984.53
204566954692	301 TIREELL RD #NEW		716.86
204744928751	526 W STODDARD ST		29.36
204922917993	811 CHADS WAY		17.48
205189891256	508 N. SHELDON ST.		111.24
205634781193	1064 NORTHWAY		43.71
205901794057	1167 E CLINTON TRAIL		101.81
206168675205	1104 MIKESELL ST		278.24
206168675209	544 LANSING ST		109.97
206168675210	544 LANSING ST		653.97
206168675211	700 E. SHEPHERD ST.		237.13
206168675216	1075 INDEPENDENCE BLVD		248.86
206168675219	1305 S COCHRAN AVE		489.43
206168675253	1216 S COCHRAN AVE		2,129.76
206168675299	111 E LAWRENCE AVE		2,392.15
206346555181	245 S COCHRAN AVE		14.77
206435483081	1005 PAINE DR		1,579.06
206524472483	076 - 12 TRAFFIC LIGHTS		408.42
206524472484	AREA LIGHTING		372.51
206524472485	076 - 2 TRAFFIC LIGHTS		2.99
206524472486	065 & 068 -460 STREETLIGHTS		4,750.96
206524472487	TULLY BROWN DR (AREA LIGHTING)		85.50
206613475343	201 HALL ST (AREA LIGHTING)		64.12
206702395195	111 E LAWRENCE AVE		2,690.59
206791365282	1325 ISLAND HWY		476.09
206791365283	1329 1/2 ISLAND HWY		75.21
206791366128	112 1/2 S COCHRAN		29.36
206880274120	811 CHADS WAY		237.23
207058039335	1005 PAINE DR		9,810.63
207146614258	1227 S COCHRAN AVE		5,360.48
TOTAL FOR: CONSUMERS ENERGY			42,211.38

06/01/2022 02:07 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 05/12/2022 - 06/01/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 4/10

Vendor Code	Vendor Name	Description	Amount
Invoice			
01884	DAN DALY		
06.01.2022		FOOD REINBURSEMENT DEC 2021-MAY 2022	300.00
TOTAL FOR: DAN DALY			300.00
01428	DELTA DENTAL PLAN OF MICHIGAN		
RIS0004186168		BILLING PERIOD 06/01/2022 THRU 06/30/2022	3,766.35
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			3,766.35
01905	DERRICK VIANE		
06.01.2022		FOOD REIMBURSEMENT, DEC 2021-MAY 2022	300.00
TOTAL FOR: DERRICK VIANE			300.00
01904	DOMINIC CURTIS		
06.01.2022		FOOD REINBURSEMENT DEC 2021- MAY 2022	300.00
TOTAL FOR: DOMINIC CURTIS			300.00
01414	DORNBOS SIGN & SAFETY INC.		
INV61156		GALV U-CHANNEL POST, GREEN U-CHANNEL POST	384.00
TOTAL FOR: DORNBOS SIGN & SAFETY INC.			384.00
01897	EATON COUNTY- CONSTRUCTION CODE		
MAY 2,2022		APRIL 2022 INSPECTION SERVICES	50.00
TOTAL FOR: EATON COUNTY- CONSTRUCTION CODE			50.00
01392	EATON CUSTOM SEWING		
1310		UNIFORM SEWING	33.00
1321		EMBROIDERY ON SHIRTS	67.00
TOTAL FOR: EATON CUSTOM SEWING			100.00
01384	EATON TOWNSHIP TREASURER		
08.2021-04.2022		08/2021 TO 04/2022 REVENUE SHARING	11,684.00
TOTAL FOR: EATON TOWNSHIP TREASURER			11,684.00
01380	EDWARDS INDUSTRIAL SALES		
3351050		WEG 00518XT3E184TC 5HP X-PROOF MOTOR 1800 RPM	1,508.26
TOTAL FOR: EDWARDS INDUSTRIAL SALES			1,508.26
01375	ELHORN ENGINEERING COMPANY		
292350		60 LB PAIL ACCU-TAB TABLETS	3,385.00
292351		LIQUIFIED AQUADENE 30 GAL SK-7641	3,750.00
TOTAL FOR: ELHORN ENGINEERING COMPANY			7,135.00
01974	ELITE MECHANICAL INSULATION		
1549		SUPPLY AND INSTALL MECHANICAL INSULATION FOR P	2,491.02
TOTAL FOR: ELITE MECHANICAL INSULATION			2,491.02
00932	ERIC ROGERS LLC		
28426		WEEKLY LAWN MOWING	1,656.00
28482		WEEKLY LAWN MOWING	1,571.00
28493		WEEKLY LAWN MOWING	1,421.00
TOTAL FOR: ERIC ROGERS LLC			4,648.00

Vendor Code	Vendor Name	Description	Amount
01365	ETNA SUPPLY		
	S104421106.002	2" METER FLANGE X FIP	96.00
	S104522197.001	NEENAH 3235-7001 CURB BACK	167.00
	S104526914.001	SEWER 22 1/2 BEND GXG FITTING	69.90
	S104526914.002	CURB BOXES AND SEWER PIPE	6,968.10
	S104572426.001	WATER FITTINGS	1,282.50
	S104572426.002	1" CURB STOP FORD	368.00
	S104572426.003	WATER FITTING	65.00
	S104572426.004	CURB STOPS	605.00
	S104572426.005	WATER FITTINGS	65.00
	S104572426.006	WATER FITTINGS	130.00
	S104572426.007	WATER FITTINGS	65.00
	S104575236.001	SOFT COIL COPPER, METER HORNS	8,353.60
	S104578064.001	RETURN OF SOFT COIL	(3,890.00)
TOTAL FOR: ETNA SUPPLY			14,345.10
01358	FAMILY FARM & HOME		
	001314/C	FPT BRS NALL VALVE	74.97
	001317/C	GRASS SEED	99.99
	001318/C	SWING CHAIN	34.40
	1315/36	GALVONIZED COUPLING, 90 DEGREE ELBOW,HAL NIPPL	119.59
TOTAL FOR: FAMILY FARM & HOME			328.95
01352	FCI AUTOMATION		
	00046399	HYDRAULIC FITTINGS	21.00
TOTAL FOR: FCI AUTOMATION			21.00
01711	FLEET SERVICES INC.		
	2482	COOLANT, TURBO ACC KIT	2,309.18
TOTAL FOR: FLEET SERVICES INC.			2,309.18
01322	GALE BRIGGS, INC.		
	80495	CONCRETE,LIMESTONE	584.75
	80561	CONCRETE	267.50
	80582	PROJECT PEARL AND SHEPHERD	658.50
	80687	CONCRETE	644.00
TOTAL FOR: GALE BRIGGS, INC.			2,154.75
01321	GALLOUP		
	S111570626.001	PVC PIPE 20 FT,COUPLING, MALE ADAPTER	35.86
TOTAL FOR: GALLOUP			35.86
01288	HAMMERSMITH EQUIPMENT CO.		
	515220	ADA SIDEWALK PLATE	185.00
TOTAL FOR: HAMMERSMITH EQUIPMENT CO.			185.00
01438	HASSEL FREE FUELS		
	CFSI-7183	FUEL	2,581.96
	CFSI-7236	FUEL	603.20
TOTAL FOR: HASSEL FREE FUELS			3,185.16
01970	HOPKINS MECHANICAL SERVICES, LLC		
	H2267	GAS LINE INSTALLATION FOR METHANE BOILER	4,095.00
TOTAL FOR: HOPKINS MECHANICAL SERVICES, LLC			4,095.00

Vendor Code	Vendor Name	Invoice	Description	Amount
01259	HUNTINGTON NATIONAL BANK	05.11.2022	STATE OF MICHIGAN COUNTY OF EATON, REFUND BOND	491,675.00
TOTAL FOR: HUNTINGTON NATIONAL BANK				491,675.00
01252	INDEPENDENT BANK	5867-02.11.2022	FEBRUARY 2022	9,406.14
		5867-03.15.2022	MARCH 2022	8,801.63
TOTAL FOR: INDEPENDENT BANK				18,207.77
01247	INTERNATIONAL MINUTE PRESS	28523	AVCB MAILING, POSTAGE AND ENVELOPE	1,704.15
TOTAL FOR: INTERNATIONAL MINUTE PRESS				1,704.15
00838	IRON HORSE EXCAVATION LLC.	22-547	HYDRANT- 502 1ST ST	4,928.06
		22-548	HYDRANT FOURTH ST	4,383.84
TOTAL FOR: IRON HORSE EXCAVATION LLC.				9,311.90
01359	JAMES FALK	14408	BOOTS	300.00
TOTAL FOR: JAMES FALK				300.00
01903	JUSTIN EMERY	06.01.2022	FOOD REINBRSEMENT DEC 2021-MAY 2022	300.00
TOTAL FOR: JUSTIN EMERY				300.00
01215	KANE'S HEATING INC.	85004	SERVICED UNIT	158.00
TOTAL FOR: KANE'S HEATING INC.				158.00
01893	KELLY LEA	948279	CHARLOTTE RECREATION, 2 DUGOUTS, 2HURRICANE ST	380.00
TOTAL FOR: KELLY LEA				380.00
01209	KENDALL ELECTRIC INC.	S111640589.001	FRN-R-20 BUS FUSE 250V TR20R	104.83
		S111640589.02	QOB220 SQUARE D 20A 2P BOLT ON BKR	58.00
		S111656169.001	YELLOW WING-NUT CONN	25.83
TOTAL FOR: KENDALL ELECTRIC INC.				188.66
01199	KIMBALL MIDWEST	9904397	PARTS	340.48
TOTAL FOR: KIMBALL MIDWEST				340.48
01195	KONICA MINOLTA BUSINESS	50701659	COPIER-PRINTER SERVICED	225.38
TOTAL FOR: KONICA MINOLTA BUSINESS				225.38
01182	LANSING UNIFORM CO.	92878-A	BADGE BREAST COMMAND	139.00
TOTAL FOR: LANSING UNIFORM CO.				139.00

06/01/2022 02:07 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 05/12/2022 - 06/01/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 7/10

Vendor Code	Vendor Name	Description	Amount
01173	LEA'S AUTO BODY		
	5496	OIL CHANGE FOR 2021 CHEVY TAHOE	69.57
	5497	OIL CHANGE FOR 2020 CHEVY TAHOE	69.47
	BRAKE PADS	2019 FORD- POLICE INTERCEPTOR	224.99
TOTAL FOR: LEA'S AUTO BODY			364.03
01926	LOOMIS, EWERT, PARSLEY, DAVIS & GOT		
	197656	SERVICES RENDERED THRU 05/13/2022	820.77
TOTAL FOR: LOOMIS, EWERT, PARSLEY, DAVIS & GOT			820.77
01952	M.T.DOOR SERVICES, INC		
	2236	REPAIR TO SERVICE DOOR 301 TIRRELL	325.00
TOTAL FOR: M.T.DOOR SERVICES, INC			325.00
MISC	MANER COSTERISAN		
	26813	APRIL-MAY 12, 2022, ON SITE TO ASSIST CLIENT	2,468.08
TOTAL FOR: MANER COSTERISAN			2,468.08
MISC	MARTY LATCHAW		
	05.20.2022	REIMBURSE CAMP FRANCES APPLICATION	120.00
TOTAL FOR: MARTY LATCHAW			120.00
01102	MICHIGAN COMPANY		
	0000298-880245	FIGHT BAC RTU DISF CLNR 12 QT/C31112	64.93
TOTAL FOR: MICHIGAN COMPANY			64.93
01082	MICHIGAN NETWORK CONSULTANTS		
	2022-23006	IT SERVICES	3,175.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS			3,175.00
01079	MISSION COMMUNICATIONS LLC		
	1056955	LIFT STATIONS	1,510.00
TOTAL FOR: MISSION COMMUNICATIONS LLC			1,510.00
01007	O'REILLY AUTOMOTIVE INC		
	4651-350464	CAR CHARGER, CXT 4.8 CHARGER	30.98
	4651-350488	CREDIT FOR RETURNING A PWR ADAPTER	(8.00)
TOTAL FOR: O'REILLY AUTOMOTIVE INC			22.98
01946	ORIOLE HUTT		
	869374	CODE ENFORCEMENT JACKET, RENTAL INSPECTOR JACK	115.00
TOTAL FOR: ORIOLE HUTT			115.00
01001	OVERHEAD DOOR CO. OF LANSING		
	395590	BAY 1 DOOR	781.29
TOTAL FOR: OVERHEAD DOOR CO. OF LANSING			781.29
00973	PREIN & NEWHOF, P.C.		
	67750	PROJECT 2190161 FPK EASEMENT ACQUISITION	41,021.95
TOTAL FOR: PREIN & NEWHOF, P.C.			41,021.95
01030	QUADIENT FINANCE USA, INC.		
	06.01.2022	POSTAGE FUNDING	260.95
	N94009102	LEASE NO. N20091613 3/15/2022 TP 06/14/2022	474.42
TOTAL FOR: QUADIENT FINANCE USA, INC.			735.37

Vendor Code	Vendor Name		Amount
	Invoice	Description	
00964	QUILL CORP.		
	24917910	TONER CARTRIDGE, BATTERIES, SANITIZER WIPES	395.97
	24970076	HI-LITERS	28.99
TOTAL FOR: QUILL CORP.			424.96
00166	ROAD EQUIPMENT PARTS CENTER		
	KL588078	SPRING BRAKE CHAMBER	122.20
TOTAL FOR: ROAD EQUIPMENT PARTS CENTER			122.20
00954	ROBIN P & SANDRA D REED		
	503	JANITORIAL SERVICES	710.00
TOTAL FOR: ROBIN P & SANDRA D REED			710.00
00926	ROWE PROFESSIONAL SERVICES CO		
	0103198	PROJECT HALL STREET	19,626.25
TOTAL FOR: ROWE PROFESSIONAL SERVICES CO			19,626.25
MISC	SCOTT PERRY		
	06.01.2022	ETNA CONFERENCE REINBURSEMENT 05.18.2022	132.24
TOTAL FOR: SCOTT PERRY			132.24
01973	SIDOCK GROUP, INC.		
	322255.A-1	PROFESSIONAL SERVICES	33,645.00
TOTAL FOR: SIDOCK GROUP, INC.			33,645.00
00870	SPARTAN FIRE LLC		
	IN00816761	FOLDING STEP	136.62
TOTAL FOR: SPARTAN FIRE LLC			136.62
01829	SPECTRUM PRINTERS, INC.		
	70150	VOTER ID CARDS - COUNTY MAILED - MICHIGAN REDI	3,142.80
TOTAL FOR: SPECTRUM PRINTERS, INC.			3,142.80
00865	SPENCER MANUFACTURING INC		
	15806	LIGHTS, MOUNT CLIP, LED HOUSING	288.80
TOTAL FOR: SPENCER MANUFACTURING INC			288.80
00861	STANDARD LIFE INSURANCE CO		
	2022 JUNE	JUNE 1 TO JUNE 30, 2022	1,423.44
TOTAL FOR: STANDARD LIFE INSURANCE CO			1,423.44
00892	STERICYCLE, INC.		
	9999999999	SHRED IT	514.86
TOTAL FOR: STERICYCLE, INC.			514.86
00847	SWANSON ELECTRIC		
	1548.37	REMOVED PUSH-MATIC ELECTRIC PANEL	1,575.00
TOTAL FOR: SWANSON ELECTRIC			1,575.00
01465	THE COUNTY JOURNAL		
	247492	WASTEWATER TREATMENT PLANT OPERATOR ADD	145.00
	247493	WASTEWATER TREATMENT PLANT OPERATOR- 2ND ADD	145.00
TOTAL FOR: THE COUNTY JOURNAL			290.00

Vendor Code	Vendor Name	Description	Amount
Invoice			
01536	THE PARTS PLACE		
	230010	MOTOR OIL 5W20	659.99
	230022	OIL FILTERS	21.98
	230587	SEALS	279.96
	230623	SNAP RING PLIERS	81.49
	230687	SEAL	25.38
	230706	RETURN SEAL FROM INVOIE 230587	(147.98)
	230717	BALL JOINTS	378.76
TOTAL FOR: THE PARTS PLACE			1,299.58
00872	THE SHYFT GROUP, INC		
	IN04037037	TRANSMISSION FILTER	139.88
TOTAL FOR: THE SHYFT GROUP, INC			139.88
01750	TOTAL ENERGY SYSTEMS, LLC		
	INV81246	SERVICE CALL GOR GENERATOR	1,429.20
TOTAL FOR: TOTAL ENERGY SYSTEMS, LLC			1,429.20
00820	TRACE ANALYTICAL LABORATORIES		
	2050561	WATER QUALITY SAMPLES	288.00
	2050716	WASTWATER SAMPLES	423.00
	2050717	EFFLUENT-FULL SCAN 05/11/2022	852.25
TOTAL FOR: TRACE ANALYTICAL LABORATORIES			1,563.25
00809	TRUGREEN #2801		
	157192904	LAWN SERVICE	35.96
	158001528	VEGETATION CONTROL	41.95
TOTAL FOR: TRUGREEN #2801			77.91
00808	TSC TRACTOR SUPPLY		
	50225	RUB TIPPED BLOW GUN, INDUSTRIAL PLUGS	45.94
TOTAL FOR: TSC TRACTOR SUPPLY			45.94
01325	TYGER FULLERTON		
	06.01.2022	FOOD REINBURSEMENT DEC 2021- MAY 2022	300.00
TOTAL FOR: TYGER FULLERTON			300.00
00785	VERIZON WIRELESS		
	9906040739	APRIL 10 - MAY 09	712.12
	9906071795	APRIL 10- MAY 9	540.06
TOTAL FOR: VERIZON WIRELESS			1,252.18
00778	VISION SERVICE PLAN		
	815172456	JUNE 2022 COVERAGE PERIOD	417.04
	815172464	JUNE 2022 PERIOD	704.94
TOTAL FOR: VISION SERVICE PLAN			1,121.98
00777	WALDRON FUELS		
	4004	FUEL	1,425.69
TOTAL FOR: WALDRON FUELS			1,425.69
00766	WEST SHORE SERVICES, INC		
	26995	LABOR ON COMPRESSOR	717.89
	27317	FIRE DEX LEATHER DEX PRO GLOVE - GAUNTLET	129.59
TOTAL FOR: WEST SHORE SERVICES, INC			847.48

Vendor Code	Vendor Name		Amount
	Invoice	Description	
00761	WILLIAMS FARM MACHINERY, INC.		
	PC01491	CHAINSAW PARTS, CHAIN CATCH, AIR FILTER	81.52
	PC04601	PARTS	59.98
	PC04732	WEED TRIMMER STRAP	43.18
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.			184.68
00758	WINDEMULLER		
	220187	AUTOMATION SERVICES FOR 2022	3,100.31
TOTAL FOR: WINDEMULLER			3,100.31
00753	WOLVERINE PEST SERVICE		
	126665	SPRAYED TOP FLOOR DUE TO LITTLE RED SPIDER MIT	50.00
TOTAL FOR: WOLVERINE PEST SERVICE			50.00
TOTAL - ALL VENDORS			839,758.24
PAYMENT TYPE TOTAL			
Paper Check			783,949.41
EFT Transfer			55,808.83

INDEPENDENT BANK - COMMERCIAL CREDIT CARD -FEBRUARY, 2022

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
E LaPere	1/20/2022	Zazzle Inc		101-230-000-731-0	\$19.55
	2/8/2022	Speedway		101-230-000-731-0	\$45.00
			<i>Subtotal</i>		\$64.55
A Gilson	1/31/2022	Adobe Acropro Subs	Adobe Subscription	666-228-749	\$2,161.13
	2/10/2022	Lansing Parking Ramp	Parking	510-610-748	\$6.00
			<i>Subtotal</i>		\$2,167.13
R Vogel	1/14/2022	United Uniform		206-350.000-733.0	\$107.94
	1/18/2022	Safety Boulevard		206-350.000-738.0	\$107.42
	1/18/2022	Wrangler	Justin Pants	206-350-000-733.0	\$92.17
	1/20/2022	StatPacks	Med bags	206-350-000-738.0	\$430.00
	1/26/2022	WPSG, inc.	Structural Boot	206-350.000-733.0	\$472.75
	1/31/2022	StatPacks	med bags	206-350-000-738.0	\$80.00
	2/10/2022	Jones Bartlett Learn	books	206-350-000-748.0	\$1,185.08
	2/10/2022	Jones Bartlett Learn	books	206-350-000-748.0	\$120.73
			<i>Subtotal</i>		\$2,596.09
T Fullerton	01/14/22	Galls	boots	206-350.000-733	\$140.39
	1/25/2022	Mill Supply Inc		206-350-000-740	\$153.61
	2/1/2022	In *Plastix Plus	cargo box	206-350-000.740	\$185.38
	2/11/2022	Galls	boots	206-350-000-733	\$20.95
			<i>Subtotal</i>		\$500.33
M Griffith	2/10/2022	Lansing Brewing Compa	MWEA / MRWA Joint Expo - Lunch (Jir	510-610.000-748.0	\$85.12
	2/10/2022	MI Section AWWA	AWWA Training	510-610.000-748.0	\$30.00
			<i>Subtotal</i>		\$115.12
S Perry	1/18/2022	Vag USA LLC	valve part	510-631-731-000	\$613.80
	1/25/2022	Vag USA LLC	valve part	510-631-731-000	\$1,312.28
	1/28/2022	Bavarion Inn Motor lodge	conference hotel	510-610-748-000	\$90.95
	1/28/2022	Vag USA LLC	packing / valve seal	510-631-731-000	\$352.84
			<i>Subtotal</i>		\$2,369.87
P. Brentar	1/19/2022	IACP		101-300.000-735.000	\$190.00
	1/24/2022	Shutterfly		101-300.000-731.000	\$2.27
	1/24/2022	EasyID Solution		101-300.000-731.000	\$25.00
	1/28/2022	Wal-Mart		101-300.000-731.000	\$36.00
	2/2/2022	Shutterfly		101-300.000-731.000	\$3.05
	2/3/2022	Secretary of State		101-300.000-731.000	\$0.54
	2/3/2022	Secretary of State		101-300.000-740.000	\$26.00
	2/8/2022	RubberDummies		101-300.000-731.000	\$409.98
	2/8/2022	Signzdirect		101-300.000-737.000	\$575.93
	2/11/2022	Zs Bar		101-300.000-748.000	\$37.80
	2/11/2022	Cinco De Mayo		101-300.000-748.000	\$36.48
			<i>Subtotal</i>		\$1,343.05
A. Smith	1/27/2022	Michigan Water Environ	Water Expo	510-640.000-748.0	\$250.00
			<i>Subtotal</i>		\$250.00
			Total		<u>\$9,406.14</u>

INDEPENDENT BANK - COMMERCIAL CREDIT CARD - MARCH, 2022

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
E LaPere	2/15/2022	Michigan Municipal Lea		101-150-000-735-000	\$145.00
	2/25/2022	Michigan Municipal Lea		101-100-000-748-000	\$600.00
	2/28/2022	Speedway		101-230-000-731-000	\$48.44
			<i>Subtotal</i>		<i>\$793.44</i>
E Smith	2/16/2022	State of MI Deal		101-200-000-735-000	\$180.00
	2/17/2022	PayPal		101-200-000-748-000	\$650.00
			<i>Subtotal</i>		<i>\$830.00</i>
A Gilson	3/7/0202	MI SECTION AWWA		510-640-748	\$30.00
			<i>Subtotal</i>		<i>\$30.00</i>
J. Falk	02/28-03/02	Quality Inn		240-302-000-748-000	\$377.24
			<i>Subtotal</i>		<i>\$377.24</i>
R Vogel	2/17/2022	WPSG, INC		206-350-000-733-000	\$483.34
	2/21/2022	Powercall Sirens		206-350-000-738-000	\$150.48
	2/18/2022	Powercall Sirens		206-350-000-738-000	\$45.00
			<i>Subtotal</i>		<i>\$678.82</i>
T Fullerton	3/1/2022	McDonalds		206-350-000-738-000	\$141.03
	03/01/22	Little Caesars		206-350-000-738-000	\$17.65
	3/9/2022	Active 911 inc		206-350-000-749-000	\$585.00
			<i>Subtotal</i>		<i>\$743.68</i>
M Griffith	2/23/2022	Pay Pal	Matt Mitschke/Matt Griffith Water Quality Tra	510-610-748.000	\$330.00
	2/25/2022	Michigan Water Environmen	Matt Griffith - MWEA Training	510-610-748.000	\$275.00
	2/25/2022	In Michihan Rural Wat	Matt Mitschke - Training	510-631-748.000	\$320.00
	3/1/2022	Municipal Wastewater	Chris Arras - Training	510-631-748.000	\$96.90
	3/11/2022	Wal-Mart	Misc. Supplies	510-631-731.000	\$31.56
			<i>Subtotal</i>		<i>\$1,053.46</i>
S Perry	2/22/2022	Michigan Water Environmen	Conference	510-610-748-000	\$325.00
	3/1/2022	Allfuses	Wells VFD Fuse	510-661-731-000	\$254.68
			<i>Subtotal</i>		<i>\$579.68</i>
P. Brentar	2/11/2022	Amway Grand Plaza Hotel		101-300-000-748-000	\$404.80
	2/11/2022	Amway Grand Plaza Hotel		101-300-000-748-000	\$30.62
	2/10/2022	Amway Grand Plaza Hotel		101-300-000-748-000	\$30.48
	2/10/2022	Flanagans Irish Pub		101-300-000-748-000	\$32.74
	2/11/2022	Uccello's		101-300-000-748-000	\$45.12
	2/22/2022	Fed Ex		101-300-000-732-000	\$12.10
	2/28/2022	Kendall Hunt Publishing		101-300-000-731-000	\$102.60
	3/10/2022	Michigan State Police		101-664-000-749-000	\$20.00
	3/14/2022	Michigan State Police		101-664-000-749-000	\$10.00
			<i>Subtotal</i>		<i>\$688.46</i>
A. Smith	3/2/2022	Northern Hydraulics		601-712-000-731-000	\$2,527.05
	3/8/2022	BackRack		601-712.000-863.000	\$499.80
			<i>Subtotal</i>		<i>\$3,026.85</i>
			<i>Total</i>		<i>\$8,801.63</i>



Memo

To: Honorable Mayor Armitage; City Council
From: Mary LaRocque, City Clerk
Date: May 27, 2022
Re: Staff report on Mayoral appointments to boards and commissions.

Background

In accordance with Section 4.4 (7) of the City Charter, the Mayor shall make appointments of members to the boards and commissions of the city which are authorized by law or direction of the Council.

Recommendation

It is recommended that Council approves the following Mayoral appointment(s);

NAME	BOARD/COMMISSION	EXPIRATION OF TERM
Joshua Howe	Charlotte Area Recreational Coop	May 31, 2024

Financial Impacts

No financial impact

Suggested Motion

City Council approves the Mayoral appointment(s) as outlined herein to their respective board or commission for the term of expiration given.



Memo

To: Honorable Mayor Armitage; City Council
From: Eric Smith, Finance Director/Treasurer
Date: May 19, 2022
Re: Council approval to fill the position of Deputy Treasurer

Background

The current hiring freeze instituted by Council upon approval of the FY 21-22 budget requires Council approval to hire employees for new positions and for replacing current positions upon vacancy within the City.

The Deputy Treasurer position is currently vacant after the unfortunate passing of the employee in that position.

Recommendation

To approve hiring a Deputy Treasurer to fill the available position in a manner according to the SEIU union contract.

Financial Impacts

The budget has provided for and includes the cost of wages and benefits for this full-time position.

Suggested Motion

A motion to approve the hiring of Deputy Treasurer to restore staffing to budgeted levels.

RESOLUTION NO. 2022-08

A RESOLUTION TO AUTHORIZE A CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the Michigan Department of Transportation (MDOT) has presented their standard contract for the purpose of fixing the rights and obligations of the City and MDOT as it relates to the Safe Routes to School sidewalk project; and

WHEREAS, the contract outlines the administrative duties of both parties; and

WHEREAS, the contract states that the grant shall be applied to the entire project cost up to \$1,287,121; and

WHEREAS, the City is responsible for any costs above the grant amount plus engineering; and

WHEREAS, it is estimated that the City will be responsible for \$0.00 for the construction of the sidewalks.

THEREFORE, BE IT RESOLVED That the City enter into Contract No. 22-5227 with MDOT for the terms and conditions related to the Safe Routes to School project and that the City Clerk and Director of Public Works be directed to sign said contract on behalf of the City.

The foregoing resolution was presented by _____ and supported by _____ for approval with the following roll call vote; Yea ; Nay ; Absent . Motion _____ .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on June 6, 2022

Mary LaRocque, City Clerk

TAP

DA

Control Section	TA 23000
Job Number	212642CON
Project	22A0533
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5227

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLOTTE, 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 Charlotte, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 10, 2022, attached hereto and made a part hereof:

Concrete sidewalk and curb ramps, curb and gutter and driveway, hot mix asphalt pavement, non-reinforced block wall, drainage, permanent signing and pavement markings along Lawrence Avenue from Lincoln Street to Van Lieu Street, along Van Lieu Street from Lawrence Avenue to Seminary Street, along Seminary Street from Van Lieu Street approximately 300 feet easterly and from State Street approximately 450 feet easterly, along State Street from Lovett Street to Seminary Street, along Henry Street from State Street to Pearl Street, along Pearl Street from Shapard Street to Fourth Street, and Henry Street to Shaw Street, along Shaw Street from Pearl Street curve approximately 400 feet easterly, along Charlotte School property from the Shepard Street and State Street intersection northwesterly to Charlotte Upper Elementary, along Mikesell Street from State Street to Walnut Street, along Bonnie Street from Mikesell Street approximately 450 feet easterly, along Walnut Street from Lincoln Street approximately 225 feet westerly, along Cherry Street from State Street to Lincoln Street, along Fourth Street from Pearl Street approximately 70 feet easterly, along Sheldon Street at Shepard Street, along Seminary Street from Prairie Street to Johnson Street, along Merritt Street from Warren Avenue to Henry Street, along Pleasant Street from Shepard Street to Third Street, along Third Street from just west of Pleasant Street to St. Mary Boulevard, along St. Mary Boulevard from Shepard Street approximately 425 feet southerly, along St. Mary Boulevard at Shepard Street, along High Street from Beech Highway to approximately 600 feet south of Amity Street and Harris Street to Foote Street, along Amity Street from Forest Street to Sheldon Street and along Foote Street from High Street approximately 425 feet easterly; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

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, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, 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 administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$1,287,121, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

Federal toll credits shall be applied to the balance of the PROJECT COST such that the Federal toll credits in combination with Federal Transportation Alternatives Program Funds shall equal an amount not to exceed \$1,287,121 of those PROJECT COSTS eligible for participation with such funds. Federal toll credits are limited to \$233,612.46.

The balance of the PROJECT COST, after deduction of Federal Funds and Federal toll credits, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The

REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. 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, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or 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 FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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 or its agents 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 of its 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 or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents 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.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway 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, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. 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.

15. 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.

16. 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.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. 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 county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, 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.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. 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 resolutions 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 CHARLOTTE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



May 10, 2022

EXHIBIT I

CONTROL SECTION	TA 23000
JOB NUMBER	212642CON
PROJECT	22A0533

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,327,433
----------------	-------------

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,327,433
Less Federal Funds*	<u>\$1,287,121</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 40,312

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for 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.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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 assessment of interest will begin thirty (30) days from the date of the invoice. 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, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. 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 the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**CITY OF CHARLOTTE
RESOLUTION NO. 2022-10**

**A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN
AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO
IMPLEMENTING A MAINTENANCE PROGRAM FOR MILLING AND
RESURFACING OF WALNUT STREET FUNDED BY THE TRANSPORTATION
ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM**

WHEREAS, the City of Charlotte is applying for \$106,000 in funding through Michigan Department of Transportation (MDOT) Transportation Economic Development Fund (TEDF) Category B Program to mill and resurface Walnut Street from Lincoln Street to Shepherd Street in 2023; and

WHEREAS, MDOT requires a formal commitment from the public Agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

THEREFORE, BE IT RESOLVED THAT, the City has authorized Amy Gilson, Director of Public Works, to act as agent on behalf of the City to request TEDF Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$106,000 toward the construction costs of the project, and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with TEDF Category B Program funding.

The foregoing resolution was presented by _____ and supported by _____ for approval with the following vote; Yea ; Nay ; Absent . Motion passed.

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on JUNE 06, 2022

Mary LaRocque, City Clerk

Memo

To: City Council
From: Amy E. Gilson, P.E., Director of Public Works
Date: June 3, 2022
Re: MDOT Category B Grant Application Resolution

In your packet you will find a standard resolution that allows the City to apply for a Category B grant from the Michigan Department of Transportation (MDOT). Grant applications are due June 15, 2022 for projects to be constructed in 2023. The maximum grant amount is \$250,000 and requires a 50% match. Grant priorities are local roads and several other factors.

The resolution indicates that we will be milling and resurfacing Walnut Street. This road was chosen because it is a Local Street, the water services on the City side are copper (don't need to be replaced), and the utilities under the road should outlast the extended service life of the improvements. While there are roads that may be in worse condition, those roads also need replacement of the utilities. The Water and Sewer Fund is currently stressed, and adding utilities into a project would further exasperate the problem.

It is anticipated that awards of grants will be made by December, 2022. This will leave enough time to prepare a simple log job bid book and obtain bids in the Spring, 2023 for construction in the 2023 season.

Please let me know if you have any questions.

cc: Erin LaPere, City Manager



Memo

Date: June 3, 2022
To: Honorable Mayor Armitage; City Council
From: Erin LaPere, City Manager
Re: Fire Chief Appointment

Background

In April 2022, former Fire Chief Vogel resigned which necessitated the appointment of a replacement to the office. In addition to serving the city residents, the Charlotte Fire Department provides fire and emergency services to five neighboring townships through a contract with the Rural Fire Association (RFA).

Appointment Process

Per the City Charter, the administrative officers of the city, except the City Attorney, are appointed by the City Manager and confirmed by Council. Additionally, Section 6.12 states that primary consideration of the appointment of Fire Chief shall be given to the recommendation made by the members of the Fire Department. In addition to the Charter provisions, the terms of the contract with the RFA outline a process by which a Fire Chief Selection Committee is established to hire a Fire Chief. That language also states that if the City and Fire Department are in agreement with who to appoint as Fire Chief, a selection committee need not be established.

Upon notice of former Chief Vogel's impending resignation, recruitment took place to select an Interim Fire Chief, and Mark Jordan was selected to fulfill the duties from the candidates. Interim Chief Jordan has been serving the City in that capacity since April 4th. The City has received correspondence from the Volunteers, attached, stating their recommendation to appoint Mr. Jordan to the position of Fire Chief. In accordance with the City Charter, I am seeking confirmation for the appointment of Mark Jordan as the Fire Chief.

Mr. Jordan has a robust background in fire and emergency response services, and previously served as Fire Chief of the Bellevue Fire Department. He has served the city in the interim role for the past two months, and has gone above and beyond in his duties during this time. I am confident that his continued leadership will be an invaluable asset to the Department, the City of Charlotte, and the broader RFA service area.

His skills and experiences bring a wealth of knowledge to the Charlotte Fire Department, and he will play a key role in overseeing the opportunities and challenges facing the city. I look forward to working together to ensure the long-term success of the fire department and the city as a whole.

Suggested Motion

City Council moves to confirm the City Manager's appointment of Mark Jordan to the role of Fire Chief.

eel

attachment

CHARLOTTE VOLUNTEER FIRE DEPARTMENT
& RURAL FIRE ASSOCIATION
111 E. Lawrence Avenue

CHARLOTTE
Ph. 517-543-0241



MICHIGAN
48813

May 24, 2022

Erin LaPere
City of Charlotte
111 E. Lawrence Ave.
Charlotte, MI 48813

City Manager LaPere,

The members of the Charlotte Volunteer Fire Department have full confidence in the experience and leadership skills of current interim Fire Chief Mark Jordan. As such, we are recommending that Mark Jordan be appointed to the full-time position of Fire Chief.

The existing Fire Service Agreement states, "If the Fire Department and the City of Charlotte agree on who to appoint as the new Fire Chief, the mutually agreed upon Fire Chief shall be appointed without the need for the creation of a Fire Chief Selection Committee."

It is our hope that Chief Jordan can be mutually agreed upon, so that we do not have to waste the time to create a special Fire Chief Selection Committee. Chief Jordan has shown his willingness to step up to serve our department and our community from day one, and we are confident he can maintain and advance our department to the next level.

Please contact me if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "Ronald Smith". The signature is fluid and cursive, with the first name "Ronald" being larger and more prominent than the last name "Smith".

Ronald Smith
Assistant Fire Chief
Charlotte Volunteer Fire Department



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: June 3, 2022
Re: Staff report on appointment of Council member to fill a vacancy for District 2

Background

Councilmember Horvath submitted his resignation from City Council on May 2nd with 30 days' notice; therefore, there is a vacancy as of June 1st. He was elected in November 2021 to serve District 2, for a term ending November 2025. Per City Charter, Section 3.13 Council is to fill the vacancy in elected office by appointment within 30 days of the vacancy, for a term ending on the Monday following the next regular city election. This appointment will be for a term to end November 2023. This seat will be on the ballot in November 2023 for election for the remainder of the term length.

The City has received applications from the following individuals interested in being appointed to this office. A copy of those applications has been provided to Council. The City Clerk has confirmed these individuals meet required qualifications per the City Charter to be eligible to be appointed.

- Bliven, Mikaela
- Chin Jr, Joseph
- French, Steven
- Jones, James
- McRae, Brett
- Reisen, Valerie
- Rios, Rico

Financial Impacts

None.

Suggested Motion

City Council appoints _____ to the elective office of Councilmember, District 2, with a term to end on the Monday following the next regular city election in November 2023.

eel

RESOLUTION NO. 2022-11

**RESOLUTION TO APPROVE THE BUDGET FOR THE FISCAL YEAR
THAT BEGINS JULY 1, 2022, TO SET RATES OF TAXATION,
AND TO AUTHORIZE OTHER RELATED ACTIONS.**

WHEREAS, in accordance with the provisions of the City Charter, the City Manager submitted to Council a proposed budget for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, Council members have reviewed the proposed budget and the Council has availed itself of opportunities to be informed about its contents, to discuss the spending plan for the City, to debate its implications and to offer amendments to the budget; and

WHEREAS, in accordance with legal requirements and after proper notice, a hearing was held on the proposed budget on June 6, 2022;

NOW, THEREFORE, BE IT RESOLVED that the estimated revenues for the fiscal year are hereby accepted by the City Council as follows:

101	General Fund		\$5,801,120
	Taxes	\$3,590,285	
	Licenses & Permits	\$11,740	
	Intergovernmental	\$1,698,325	
	Charges for Services	\$46,500	
	Fines & Forfeitures	\$10,250	
	Other Revenue	\$94,020	
	Interfund Transfers	\$350,000	
202	Major Street Fund		\$1,193,800
203	Local Street Fund		\$581,000
206	Fire Fund		\$1,496,845
230	Police Drug Enforcement Fund		\$1,500
240	Police Training Fund		\$21,500
243	Brownfield Redevelopment Fund		\$97,815
260	DDA Fund		\$37,035
261	LDFA Fund		\$3,000
270	Industrial Park Fund		\$11,640
280	Airport Fund		\$185,720
290	Federal & State Grants Fund		\$0
330	2008 Facility Building & Site Fund		\$229,030
500	Recycling Fund		\$88,280
510	Water and Sewer Fund		\$4,699,500
	Water Revenue	\$1,775,600	
	Sewer Revenue	\$2,853,700	
	Other Revenue	\$70,200	
601	Motor Vehicle Pool Fund		\$540,950
666	Information Technology Pool Fund		\$281,500

AND BE IT FURTHER RESOLVED, that expenditures for the fiscal year are hereby authorized for the various funds in the following amounts:

101	General Fund		\$5,633,610
	General Government	\$1,624,535	
	Public Safety	\$2,453,885	
	Public Works	\$869,570	
	Community & Economic Dev.	\$337,030	
	Parks & Recreation	\$103,060	
	Operating Transfers	\$245,530	
202	Major Street Fund		\$1,673,650
203	Local Street Fund		\$626,375
206	Fire Fund		\$1,496,845
230	Police Drug Enforcement Fund		\$1,500
240	Police Training Fund		\$21,500
243	Brownfield Redevelopment Fund		\$83,940
260	DDA Fund		\$44,395
261	LDFA Fund		\$350
270	Industrial Park Fund		\$3,000
280	Airport Fund		\$185,720
290	Federal & State Grants Fund		\$0
330	2008 Facility Building & Site Fund		\$198,500
500	Recycling Fund		\$58,280
500	Water and Sewer Fund		\$5,261,825
601	Motor Vehicle Pool Fund		\$714,590
666	Information Technology Pool Fund		\$281,500

AND BE IT FURTHER RESOLVED, that 14.1369 mills be levied on the taxable valuation as equalized for general operating requirements of the City;

AND BE IT FURTHER RESOLVED, that .1800 mills be levied on the taxable valuation as equalized for yard waste collection;

AND BE IT FURTHER RESOLVED, that .0730 mills be levied on the taxable valuation as equalized for recycling center operating requirements;

AND BE IT FURTHER RESOLVED, that .9000 mills be levied on the taxable valuation as equalized to cover the principal and interest payments of the General Obligation Unlimited Tax Refunding Bonds, Series 2017, which refunded the 2008 Building Facility & Site bonds approved by the electorate on November 6, 2007;

AND BE IT FURTHER RESOLVED, that 1.8890 mills be levied on the taxable valuation as equalized for parcels within the Downtown Development Authority (DDA) district, which taxes will be revenues of the DDA fund;

AND BE IT FURTHER RESOLVED, that all taxes and special assessments levied on the City tax roll shall be assessed a 1% property tax administration fee;

AND BE IT FURTHER RESOLVED, that the administration is hereby directed to raise through donations, sponsorships or other fund-raising the sum of \$20,000, which sum shall be used to defray operating expenses of the recycling center during the 2022-23 fiscal year;

AND BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to grant wage increases for non-union employees within authorized budget allowances;

AND BE IT FURTHER RESOLVED, that within the General Fund, \$110,125 is reserved and non-spendable as prepaids and inventory;

AND BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make budgetary transfers within a fund or between funding centers within a fund, if such exist, and that all other transfers be approved only by further action of the Council pursuant to the provisions of the Michigan Uniform Budgeting and Accounting Act.

**CITY OF CHARLOTTE
RESOLUTION 2022-12
TO UPDATE THE FEE SCHEDULE**

WHEREAS, fees to be paid for zoning reviews, including fences, sheds, site plans, rezoning, Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for water turn on charges, NSF check, Sewer Cleaning, call out rates, and meter testing, etc. are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for gun permits, copies of police reports, breath test, water turn on charges, weed cutting, copies, DVDs, CDs labels and other requests are to be established by resolution of the City Council; and

WHEREAS, fees are reviewed on an annual basis to consider whether to be adjusted to reflect the true costs of providing the services associated with the issuance of those services;

NOW THEREFORE BE IT RESOLVED, that the following fees be established as follows:

Administration/General Fees

City Code Book (incl Charter and Zoning w/ cover and tabs)	\$95
City Code Book (incl Charter and Zoning no cover/tabs)	\$0.25 per page
City Charter	\$13.25
Qualified Voter File Information	varies per FOIA \$0.25 per page Or \$5 per CD digital
Labels	\$0.03 each
Copies	\$0.25 per page
Notary Services	\$10

Planning and Zoning

Zoning Permit (shed or fence)	\$20
Act 425 Agreement	\$100
Rezoning	\$150
Rezoning w/ Master Plan Change	\$200
Zoning Board of Appeals Hearing	\$75 \$100
Site plans, including planned development districts	\$100

Special Condition Use	\$100
Class A Non-conforming Use	\$100
Plan Review: Commercial/large building	\$75
Plan Review: Residential/small building	\$25
Agency or other requested inspections	\$25
Agency or other requested reinspection	\$15
Subdivision Review: Conventional Plat	\$250
	Plus \$2 per lot
Subdivision Open Spaces Plan	\$250
	Plus \$2 per lot
Multifamily Residential Plat	\$250
	Plus \$2 per individual dwelling unit
Zoning Book	\$0.25 per page
Zoning Map	\$2
Master Plan with Maps	\$40
Copies	\$0.25 per page

Department of Public Works

Water turn-on fee (repair/seasonal)	\$30
Water turn-on fee (after hours - repair/seasonal)	\$70 \$100
Water turn-on fee (non-payment shut off)	\$80
NSF returned check fee	\$30
Sewer clean	\$75 \$85
Sewer clean (after hours - call out)	\$150 \$170
Sewer clean (holiday - call out)	\$200
Meter test	varies per cost
Weed cutting (actual cost of labor/equipment)	minimum \$150
Water meter rental:	
	Meter deposit (refundable less water charges) \$500
	0-5,000 gallons minimum fee \$50
	Above 5,000 gallons minimum fee \$100
	Water used is billed at twice established rate
Frozen meter replacement	varies based on cost of meter and copperhorn
Frozen meter in pit	varies based on cost of meter
Frozen water service	varies based on labor, material, and equipment costs
Sprinkler meter	varies based on cost of meter and copperhorn
Sidewalk snow removal (based on actual costs)	minimum \$100
Brush clean up (based on actual costs)	minimum \$100
Trash clean up (based on actual costs)	minimum \$150
Copies	\$0.25 per page

Fire Department

Occupancy Permit	\$30
Building/Structure Fire	\$500
Residential False Alarm	\$100

Commercial False Alarm	\$200
Vehicle Accident	\$200
Vehicle Accident with Extrication	\$500
Vehicle Fire	\$500
Cable Line Hazard	\$50
Power Line Hazard	\$250 for first hour
	\$50 per hour for each additional hour or fraction thereof
Fire Department Standby	\$50
Fire Report (non-FOIA)	\$5

Police Department

Emergency Response Incidents Involving DUI	\$250-500
Residential False Alarm	\$100
Commercial False Alarm	\$200
Gun permit (notary fee)	\$10
Downtown parking permit (residents only)	\$30 (6mos)
Police report (FOIA)	varies per FOIA
Court ordered breath testing	\$5
Vehicle crash reports	order online at https://policereports.lexisnexis.com

The foregoing resolution was presented by _____ and supported by _____ for approval with the following vote; Yea ; Nay ; Absent . Motion passed.

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on June 06, 2022

Mary LaRocque, City Clerk



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: May 9, 2022
Re: Staff report on purchase offer for 332 N Cochran Ave

Background

In May, the City received two offers to purchase 332 N Cochran Ave, a vacant residential parcel that was acquired through tax foreclosure by the Michigan Treasury, see attached offers. It has been owned by the city for 10+ years, and prior to taking ownership the City had a number of code enforcement/blight issues wherein we invoked our dangerous buildings ordinance.

The property is vacant, zoned residential, and the city does not have any short- or long-term plans for use of the property. The city is currently responsible for maintaining the site, such as mowing the grass and sidewalk snow removal. In addition, should it revert to private ownership it would return to the tax rolls at which point we could resume collecting property taxes.

The first offer is cash purchase at list price of \$9,900. The second offer was originally submitted at \$7,000 cash offer with contingency of approval of rezoning. The offer was subsequently amended to \$10,000 cash and rezoning contingency removed. The City Attorney has reviewed the purchase offers, and finds both acceptable.

We have received the declaration as required per City Charter from the City Assessor that this price represents a fair market value for the property, see attached.

Recommendation

Based on the presumption that the goal of the city is to obtain the highest sale price for the property, I recommend City Council accept the highest offer, as presented.

Financial Impacts

The City will receive payment for vacant land that is currently being maintained by the city but has no current or future public purchase.

Suggested Motion

See attached resolution.

eel

attachments

RESOLUTION NO. 2022-09
A RESOLUTION TO APPROVE THE SALE
OF 332 NORTH COCHRAN AVENUE

WHEREAS, the City is the owner of property located at 332 N Cochran Ave, more fully described as LOTS 8 & 9. THAT PART OF LOT 5, COM AT SW COR. OF SEC. 7, N 14 FT., E 9 RODS 9 1/2 LKS., S 14 FT., W TO BEG. O. P. BLOCK 5 CITY OF CHARLOTTE; and

WHEREAS, the City has received an offer to purchase the property from Anthony Faulkner in the amount of \$10,000; and

WHEREAS, the property is not needed for corporate or public purposes and the public interest is best served by returning the lot to private ownership;

WHEREAS, the City Attorney has reviewed the proposed purchase offer and finds the terms acceptable;

NOW, THEREFORE, BE IT RESOLVED that Council does hereby approve the sale of the property located at 332 N Cochran Ave to Anthony Faulkner for \$10,000 and authorizes the Mayor or City Clerk to execute any other documents required to complete the sale of the property.

The foregoing resolution was offered by council member _____ and supported by _____. Motion carried with the following vote Yea (); Nay (); Absent ().

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Council of the City of Charlotte at a regularly scheduled meeting held on Monday, June 6, 2022, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 7th day of June, 2022.

Mary LaRocque, City Clerk,
City of Charlotte, Michigan

GREATER LANSING ASSOCIATION OF REALTORS® Disclosure Regarding Real Estate Agency Relationships

Page 1 of 2

Before you disclose confidential information to a Real Estate Licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that Licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in Section 102 of the Land Division Act, 1967 PA 288, MCL 560. 102, or a condominium unit as defined in Section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

- (1) An Agent providing services under any Service Provision Agreement owes, at a minimum, the following *duties* to the Client:
 - (a) *The exercise of reasonable care and skill in representing the Client and carrying out the responsibilities of the agency relationship.*
 - (b) *The performance of the terms of the Service Provision Agreement.*
 - (c) *Loyalty to the interest of the Client.*
 - (d) *Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.*
 - (e) *Referral of the Client to other licensed professionals for expert advice related to material matters that are not within the expertise of the Licensed Agent.*
 - (f) *An accounting in a timely manner of all money and property received by the Agent in which the client has or may have an interest.*
 - (g) *Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the Client's permission or as provided by law, including the duty not to disclose confidential information to any Licensee who is not an Agent of the Client.*

- (2) A Real Estate Broker or Real Estate Salesperson acting pursuant to a Service Provision Agreement shall provide the following *services* to his or her Client:
 - (a) *When the Real Estate Broker or Real Estate Salesperson is representing a Seller or Lessor, the marketing of the Client's property in the manner agreed upon in the Service Provision Agreement.*
 - (b) *Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the Client's property or the property the Client seeks to purchase or lease.*
 - (c) *Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a Purchase or Lease Agreement is executed by all Parties and all contingencies are satisfied or waived.*
 - (d) *After execution of a Purchase Agreement by all Parties, assistance as necessary to complete the transaction under the terms specified in the Purchase Agreement.*
 - (e) *For a Broker or Associate Broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the Buyer and Seller, a complete and detailed Closing Statement signed by the Broker or Associate Broker showing each Party all receipts and disbursements affecting that Party.*

Michigan law requires Real Estate Licensees, who are acting as Agents of Sellers or Buyers of real property, to advise the potential Sellers or Buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A Seller's Agent, under a Listing Agreement with the Seller, acts solely on behalf of the Seller. A Seller can authorize a Seller's Agent to work with Subagents, Buyer's Agents and/or Transaction Coordinators. A Subagent of the Seller is one, who has agreed to work with the Listing Agent, and who, like the Listing Agent, acts solely on behalf of the Seller. Seller's Agents and their Subagents will disclose to the Seller known information about the Buyer, which may be used to the benefit of the Seller.

Individual services may be waived by the Seller through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

BUYER'S AGENTS

A Buyer's Agent, under a Buyer's Agency Agreement with the Buyer, acts solely on behalf of the Buyer. A Subagent of the Buyer is one who has agreed to work with the Buyer's Agent with who, like the Buyer's Agent, acts solely on behalf of the Buyer. Buyer's Agents and their Subagents will disclose to the Buyer known information about the Seller, which may be used to benefit the Buyer.

Individual services may be waived by the Buyer through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

DUAL AGENTS

A Real Estate Licensee can be the Agent of both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the Seller and the Buyer.

In such a dual agency situation, the Licensee will not be able to disclose all known information to either the Seller or the Buyer. As a Dual Agent, the Licensee will not be able to provide the full range of fiduciary duties to the Seller or the Buyer.

The obligations of a Dual Agent are subject to any specific provisions set forth in any agreement between the Dual Agent, the Seller, and the Buyer.



GREATER LANSING ASSOCIATION OF REALTORS® Disclosure Regarding Real Estate Agency Relationships



Page 2 of 2

TRANSACTION COORDINATOR

A Transaction Coordinator is a **Licensee who is not acting as an Agent of either the Seller or the Buyer**, yet is providing services to complete a real estate transaction. The Transaction Coordinator is not an Agent for either Party and, therefore, owes no fiduciary duty to either Party.

DESIGNATED AGENCY

A Buyer or Seller with a Designated Agency Agreement is represented only by Agents specifically named in the Agreement. Any Agents of the firm not named in the Agreement do not represent the Buyer or Seller. The name "Designated" Agent acts solely on behalf of his or her Client and may only share confidential information about the Client with the Agent's Supervisory Broker, who is also named in the Agreement. Other Agents in the firm have no duties to the Buyer or Seller and may act solely on behalf of another Party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the Licensee named below is:

- ☐ Seller's Agent
- ☐ Seller's Agent with a Limited Service Agreement
- ☐ Buyer's Agent
- ☐ Buyer's Agent with a Limited Service Agreement
- ☒ Dual Agent
- ☐ Transaction Coordinator (**A Licensee who is not acting as an Agent of either the Seller or the Buyer.**)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a Designated Agent. Only the Licensee's Broker and a named Supervisory Broker have the same agency relationship as the Licensee named below. If the other Party in a transaction is represented by an affiliated Licensee, then the Licensee's Broker and all named Supervisory Brokers shall be considered disclosed consensual Dual Agents.
- ☒ Check here if not acting as a Designated Agent. All affiliated Licensees have the same agency relationship as the Licensee named below.

Further, this form was provided to the Buyer or Seller before disclosure of any confidential information.

<u>Eric Crandall</u> Licensee Eric Crandall	<u>05/17/22</u> Date
_____ Licensee	_____ Date

ACKNOWLEDGMENT

By signing below, the Parties acknowledge that they have received and read the information in this Agency Disclosure Statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

<u>Anthony Faulkner</u> Potential ☒ Buyer ☐ Seller (check one)	<u>05/17/22</u> Date
_____ Potential ☐ Buyer ☐ Seller (check one)	_____ Date

DISCLAIMER: this form is provided as a service of the Greater Lansing Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made regarding the form.

©Copyright by Greater Lansing Association of REALTORS® (12/2017)



GREATER LANSING ASSOCIATION OF REALTORS® DISCLOSED DUAL AGENCY NOTIFICATION



Recommended to be signed before a showing but no later than prior to the writing and presentation of a Buy and Sell Agreement.

Property Address: 332 N Cochran Ave Charlotte MI 48813

Broker: Weichert Realtors Emerald Properties
LISTING COMPANY

Buyer(s): _____ Seller(s): City of Charlotte

Selling Agent: Eric J Crandall Listing Agent: Eric J Crandall

Selling Real Estate Company

One of the licensed agents associated with our brokerage firm, by contract, agreed to help you find and negotiate for property. At the time that you signed the Exclusive Buyer Agency Agreement, we explained to you that we also enter into exclusive agency relationships with Sellers to represent their interest in marketing their property. We also explained that, in the event you desire to negotiate for property listed by our company, we become a dual agent.

This notice is to inform you that we will be a dual agent on the above property in which you have expressed an interest. Although, in such a situation, we would certainly do everything possible not to favor the position of one party over the other, you and the Seller have different interests to assert during the process of negotiating. It is very important to us that your consent to this situation be an informed consent and that you fully understand that it would be inappropriate for us to represent one party to the disadvantage of the other.

Because of your earlier signed consent to this dual agency relationship, we are showing you the property with the understanding that we represent both the Buyer and Seller in this transaction and will not be an active negotiator for either party. However, we believe that we can still serve an important role as an intermediary, facilitator and/or mediator and want to be of service to both of you.

Both parties understand and acknowledge that in connection with this transaction, the Broker shall have the right to collect a commission or fee from X SELLER; _____ BUYER; or _____ BOTH, (check one) and acknowledge that this has been disclosed.

The undersigned further acknowledge that we have read and understand the foregoing and have had the opportunity to consult with legal counsel, if so desired, before executing this Notification of Disclosed Dual Agency.

Anthony Faulkner 05/17/22
Buyer Date

Buyer Date

Seller Date

Seller Date

The Selling Agent, whose signature appears below, affirms that the Buyer has signed this Notification before signing any written offer to purchase the property. The Listing Agent, whose signature appears below, affirms that Seller has signed this Notification before reviewing any written offer from the Buyer.

Eric Crandall 05/17/22
Selling Agent Eric J Crandall Date

Listing Agent Eric J Crandall Date

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use the form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for the use or misuse of the form, for misrepresentation, or warranties made in connection with the form.



**Weichert
Realtors**
Emerald Properties

GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 1 of 8

Offer Date: May 17, 2022

Selling Office: Weichert Realtors, Emerald Properties

Selling Broker # 973

Selling Broker License # 6505351332

Selling REALTOR®: Eric J Crandall

License # 6502351333

Selling REALTOR®'s Email Address: emeraldbuilder@sbcglobal.net

Selling REALTOR®'s Phone: 517-204-3945 cell

facsimile: _____

Listing Office: Weichert Realtors Emerald Properties

Listing Broker # _____

Listing Broker License # same

Listing REALTOR®: same

License # _____

Listing REALTOR®'s Email Address: _____

Listing REALTOR®'s Phone: 517-534-7363 office

facsimile: 517-543-7220

BUYER offers to purchase from SELLER the following:

1. **PROPERTY** situated in the City of Charlotte Twp. of City
County of Eaton Michigan,
located at: 332 N. Cochran Ave. Charlotte

and legally described as:

LOTS 8 & 9. THAT PART OF LOT 5, COM AT SW COR. OF SEC. 7, N 14 FT., E 9 RODS 9 1/2 LKS., S 14 FT., W TO BEG. O. P. BLOCK 5 CITY OF CHARLOTTE

MLS #(s) 264939 Permanent Parcel #(s): 23-200-000-005-080-00

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS: See provision 3. B. page 2

2. **PRICE:** The purchase price will be \$ 10,000.00.



05/18/22

(Ten Thousand Dollars)

3. A. This offer

☒ is NOT Contingent upon the Sale or Close of another property

☐ IS contingent upon the Sale and Close of _____

☐ IS contingent upon the Close of _____

B. OTHER PROVISIONS:

BUYER'S initials AF / Date 05/17/2022 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 2 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

B. OTHER PROVISIONS CONTINUED:

~~This offer contingent on zoning approval for use as a parking lot. Closing with in 5 days after zoning approvals.~~



05/18/22

Buyer will have the right to assign this agreement and take title in a business entity to be named before closing.

4. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ **CASH.** The full purchase price upon delivery of a warranty deed

☐ **NEW MORTGAGE.** The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price

☐ BUYER will formally apply for loan within _____ business days after SELLER'S acceptance of this Agreement.

☐ BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: _____). BUYER will pay a \$ _____ down payment and monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

☐ 1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: _____ add back _____ escrow;

OR

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

OR

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____ % yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

5. SELLER CONCESSIONS:

☐ SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☐ No SELLER Concessions requested.

BUYER'S initials / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____

InstanetFORMS



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 3 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☐ paid by BUYER.

☒ paid in full by SELLER at closing;

EXCEPTIONS:

*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance .

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. **A. INSPECTIONS**

☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other _____,

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly.

BUYER has _____ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all Inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC:

☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above-named property.

☒ This property does not require mandatory Well and Septic Inspections.

BUYER'S initials AF / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 4 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

WELL AND SEPTIC Continued:

This Offer: ☐ IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.
☐ is NOT contingent on a satisfactory Well and Septic Inspection

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet Protect Your Family From Lead in Your Home and has received a copy of the Lead-based Paint SELLERs Disclosure Form completed by the SELLER on land only, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and ☐ stake or ☐ mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: _____

B. SELLER shall provide, at SELLER's expense, to the BUYER an Owner's Policy of Title Insurance.

- ☒ With standard exceptions
- ☐ Without standard exceptions
- ☐ Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: _____

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. **PROPERTY INSURANCE:** SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.

12. **CLOSING:** Sale will be closed on **OR** before June 15, **2022** unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.

13. **POSSESSION:** SELLER will give possession as follows:

☒ Immediately at closing

BUYER'S initials AF / AF Date 05/17/2022 SELLER'S initials _____ / _____ Date 05/18/22



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 5 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

POSSESSION continued:

☐ SELLER to occupy the property; it will be vacated no later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating. If tenants occupy the property, then:

☐ SELLER will cause the tenants to vacate the property before closing.

☐ BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

14. SELLER'S DISCLOSURE: Vacant Land exempt

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☐ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

16. PROPERTY CONDITION: BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. PROFESSIONAL ADVICE: Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

☐ BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ Telephone # _____
Address: _____ Fax # _____

OR

☒ BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. HOME PROTECTION PLAN: BUYER and SELLER have been informed that home protections plans may be available. Such plans may provide additional protection and benefit to the parties.

BUYER'S initials AF / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____

InstanetFORMS

This form was prepared by Eric Crandall | WEICHERT, REALTORS- Emerald Properties | 517-543-7363 | emeraldbuilder@sbcglobal.net



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



332 N. Cochran Ave. Charlotte

Charlotte

Property Address

21. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 500.00 showing BUYER'S good faith will be deposited in escrow or trust account of ATA National Title, Charlotte (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
24. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.
25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER
☐ BUYER'S AGENT ☒ DUAL AGENT (with written, informed consent of both BUYER and SELLER)
☐ OTHER: _____

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication regarding this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

29. **A. BUYER'S SIGNATURE:**

DATE: 05/17/2022

Anthony Faulkner

BUYER (Signature)

X

BUYER

(Signature)

X

Print Name

Print Name

BUYER'S initials AF / Date 05/17/2022 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 7 of 8

332 N. Cochran Ave. Charlotte**Charlotte**

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.Received from above named BUYER earnest money deposit in the amount of \$ 500.00 Upon Acceptancein the form of ☐ Personal Check # _____ ☐ Other _____Received By _____
(REALTOR®)

BUYER'S Address: _____

B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8

DATE: _____

_____ X _____	_____ X _____
SELLER (Signature)	SELLER (Signature)

_____ X _____	_____ X _____
Print Name	Print Name

30. SELLER'S RESPONSE: The offer is

- ☐ **ACCEPTED AS WRITTEN**
☐ **REJECTED**
☐ **AMENDED AS FOLLOWS:**

31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

32. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. *IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.*

33. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____

InstanetFORMS™



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 8 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

34. SELLER'S SIGNATURE:

DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X SELLER (Signature)

Print Name X Print Name

SELLER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **same** REALTOR'S® TELEPHONE: **517-534-7363 office**

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

35. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written

☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.

☐ REJECTS.

DATE: _____, _____ ☐ a.m. ☐ p.m.

BUYER (Signature) X BUYER (Signature)

BUYER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **Eric J Crandall** REALTOR'S® TELEPHONE: **517-204-3945 cell**

36. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X SELLER (Signature)

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16, 9/17, 1/18)

GREATER LANSING ASSOCIATION OF REALTORS® Disclosure Regarding Real Estate Agency Relationships

Page 1 of 2

Before you disclose confidential information to a Real Estate Licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that Licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in Section 102 of the Land Division Act, 1967 PA 288, MCL 560. 102, or a condominium unit as defined in Section 4 of the Condominium Act, 1978 PA 59, MCL 559.104.

- (1) An Agent providing services under any Service Provision Agreement owes, at a minimum, the following *duties* to the Client:
 - (a) *The exercise of reasonable care and skill in representing the Client and carrying out the responsibilities of the agency relationship.*
 - (b) *The performance of the terms of the Service Provision Agreement.*
 - (c) *Loyalty to the interest of the Client.*
 - (d) *Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.*
 - (e) *Referral of the Client to other licensed professionals for expert advice related to material matters that are not within the expertise of the Licensed Agent.*
 - (f) *An accounting in a timely manner of all money and property received by the Agent in which the client has or may have an interest.*
 - (g) *Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the Client's permission or as provided by law, including the duty not to disclose confidential information to any Licensee who is not an Agent of the Client.*

- (2) A Real Estate Broker or Real Estate Salesperson acting pursuant to a Service Provision Agreement shall provide the following *services* to his or her Client:
 - (a) *When the Real Estate Broker or Real Estate Salesperson is representing a Seller or Lessor, the marketing of the Client's property in the manner agreed upon in the Service Provision Agreement.*
 - (b) *Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the Client's property or the property the Client seeks to purchase or lease.*
 - (c) *Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a Purchase or Lease Agreement is executed by all Parties and all contingencies are satisfied or waived.*
 - (d) *After execution of a Purchase Agreement by all Parties, assistance as necessary to complete the transaction under the terms specified in the Purchase Agreement.*
 - (e) *For a Broker or Associate Broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the Buyer and Seller, a complete and detailed Closing Statement signed by the Broker or Associate Broker showing each Party all receipts and disbursements affecting that Party.*

Michigan law requires Real Estate Licensees, who are acting as Agents of Sellers or Buyers of real property, to advise the potential Sellers or Buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A Seller's Agent, under a Listing Agreement with the Seller, acts solely on behalf of the Seller. A Seller can authorize a Seller's Agent to work with Subagents, Buyer's Agents and/or Transaction Coordinators. A Subagent of the Seller is one, who has agreed to work with the Listing Agent, and who, like the Listing Agent, acts solely on behalf of the Seller. Seller's Agents and their Subagents will disclose to the Seller known information about the Buyer, which may be used to the benefit of the Seller.

Individual services may be waived by the Seller through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

BUYER'S AGENTS

A Buyer's Agent, under a Buyer's Agency Agreement with the Buyer, acts solely on behalf of the Buyer. A Subagent of the Buyer is one who has agreed to work with the Buyer's Agent with who, like the Buyer's Agent, acts solely on behalf of the Buyer. Buyer's Agents and their Subagents will disclose to the Buyer known information about the Seller, which may be used to benefit the Buyer.

Individual services may be waived by the Buyer through execution of a Limited Service Agreement. Only those services set forth in Paragraph (2) (b), (c), and (d) above may be waived by the execution of a Limited Service Agreement.

DUAL AGENTS

A Real Estate Licensee can be the Agent of both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the Seller and the Buyer.

In such a dual agency situation, the Licensee will not be able to disclose all known information to either the Seller or the Buyer. As a Dual Agent, the Licensee will not be able to provide the full range of fiduciary duties to the Seller or the Buyer.

The obligations of a Dual Agent are subject to any specific provisions set forth in any agreement between the Dual Agent, the Seller, and the Buyer.



GREATER LANSING ASSOCIATION OF REALTORS® Disclosure Regarding Real Estate Agency Relationships



Page 2 of 2

TRANSACTION COORDINATOR

A Transaction Coordinator is a **Licensee who is not acting as an Agent of either the Seller or the Buyer**, yet is providing services to complete a real estate transaction. The Transaction Coordinator is not an Agent for either Party and, therefore, owes no fiduciary duty to either Party.

DESIGNATED AGENCY

A Buyer or Seller with a Designated Agency Agreement is represented only by Agents specifically named in the Agreement. Any Agents of the firm not named in the Agreement do not represent the Buyer or Seller. The name "Designated" Agent acts solely on behalf of his or her Client and may only share confidential information about the Client with the Agent's Supervisory Broker, who is also named in the Agreement. Other Agents in the firm have no duties to the Buyer or Seller and may act solely on behalf of another Party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the Licensee named below is:

- ☐ Seller's Agent
- ☐ Seller's Agent with a Limited Service Agreement
- ☐ Buyer's Agent
- ☐ Buyer's Agent with a Limited Service Agreement
- ☒ Dual Agent
- ☐ Transaction Coordinator (A Licensee who is not acting as an Agent of either the Seller or the Buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a Designated Agent. Only the Licensee's Broker and a named Supervisory Broker have the same agency relationship as the Licensee named below. If the other Party in a transaction is represented by an affiliated Licensee, then the Licensee's Broker and all named Supervisory Brokers shall be considered disclosed consensual Dual Agents.
- ☒ Check here if not acting as a Designated Agent. All affiliated Licensees have the same agency relationship as the Licensee named below.

Further, this form was provided to the Buyer or Seller before disclosure of any confidential information.

Eric Crandall

Licensee **Eric Crandall**

05/17/22

Date

Licensee

Date

ACKNOWLEDGMENT

By signing below, the Parties acknowledge that they have received and read the information in this Agency Disclosure Statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

William SaintAmour

Potential ☒ Buyer ☐ Seller (check one)

05/17/22

Date

Potential ☐ Buyer ☐ Seller (check one)

Date

DISCLAIMER: this form is provided as a service of the Greater Lansing Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made regarding the form.

©Copyright by Greater Lansing Association of REALTORS® (12/2017)



GREATER LANSING ASSOCIATION OF REALTORS® DISCLOSED DUAL AGENCY NOTIFICATION



Recommended to be signed before a showing but no later than prior to the writing and presentation of a Buy and Sell Agreement.

Property Address: **332 N Cochran Ave Charlotte MI 48813**

Broker: Weichert Realtors Emerald Properties
LISTING COMPANY

Buyer(s): William SaintAmour Seller(s): City of Charlotte

Selling Agent: Eric J Crandall

Listing Agent: Eric J Crandall

Selling Real Estate Company

One of the licensed agents associated with our brokerage firm, by contract, agreed to help you find and negotiate for property. At the time that you signed the Exclusive Buyer Agency Agreement, we explained to you that we also enter into exclusive agency relationships with Sellers to represent their interest in marketing their property. We also explained that, in the event you desire to negotiate for property listed by our company, we become a dual agent.

This notice is to inform you that we will be a dual agent on the above property in which you have expressed an interest. Although, in such a situation, we would certainly do everything possible not to favor the position of one party over the other, you and the Seller have different interests to assert during the process of negotiating. It is very important to us that your consent to this situation be an informed consent and that you fully understand that it would be inappropriate for us to represent one party to the disadvantage of the other.

Because of your earlier signed consent to this dual agency relationship, we are showing you the property with the understanding that we represent both the Buyer and Seller in this transaction and will not be an active negotiator for either party. However, we believe that we can still serve an important role as an intermediary, facilitator and/or mediator and want to be of service to both of you.

Both parties understand and acknowledge that in connection with this transaction, the Broker shall have the right to collect a commission or fee from x SELLER; _____ BUYER; or _____ BOTH, (check one) and acknowledge that this has been disclosed.

The undersigned further acknowledge that we have read and understand the foregoing and have had the opportunity to consult with legal counsel, if so desired, before executing this Notification of Disclosed Dual Agency.

AuthenticSIGN
William SaintAmour 05/17/22
Buyer Date

Seller	Date
--------	------

Buyer _____ Date _____

Seller _____ Date _____

The Selling Agent, whose signature appears below, affirms that the Buyer has signed this Notification before signing any written offer to purchase the property. The Listing Agent, whose signature appears below, affirms that Seller has signed this Notification before reviewing any written offer from the Buyer.

Eric Crandall 05/17/22
Selling Agent Eric J Crandall Date

Listing Agent **Eric J Crandall** Date

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use the form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for the use or misuse of the form, for misrepresentation, or warranties made in connection with the form.



**Weichert
Realtors**
Emerald Properties

GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 1 of 8

Offer Date: May 17, 2022

Selling Office: Weichert Realtors, Emerald Properties

Selling Broker # 973

Selling Broker License # 6505351332

Selling REALTOR®: Eric J Crandall

License # 6502351333

Selling REALTOR®'s Email Address: emeraldbuilder@sbcglobal.net

Selling REALTOR®'s Phone: 517-204-3945 cell

facsimile: _____

Listing Office: Weichert Realtors Emerald Properties

Listing Broker # _____

Listing Broker License # same

Listing REALTOR®: same

License # _____

Listing REALTOR®'s Email Address: _____

Listing REALTOR®'s Phone: 517-534-7363 office

facsimile: 517-543-7220

BUYER offers to purchase from SELLER the following:

- PROPERTY** situated in the City of Charlotte Twp. of City
County of Eaton Michigan,
located at: 332 N. Cochran Ave. Charlotte

and legally described as:

LOTS 8 & 9. THAT PART OF LOT 5, COM AT SW COR. OF SEC. 7, N 14 FT., E 9 RODS 9 1/2 LKS., S 14 FT., W TO BEG. O. P. BLOCK 5 CITY OF CHARLOTTE

MLS #(s) 264939 Permanent Parcel #(s): 23-200-000-005-080-00

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS: None

- PRICE:** The purchase price will be \$ 9,900.00.
(Nine thousand, nine hundred Dollars)

3. A. This offer

☒ is NOT Contingent upon the Sale or Close of another property

☐ IS contingent upon the Sale and Close of _____

☐ IS contingent upon the Close of _____

B. OTHER PROVISIONS:

BUYER'S initials WS / Date 05/17/2022 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 2 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

B. OTHER PROVISIONS CONTINUED:

4. **METHOD OF PAYMENT:** ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ **CASH.** The full purchase price upon delivery of a warranty deed

☐ **NEW MORTGAGE.** The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price

☐ BUYER will formally apply for loan within _____ business days after SELLER'S acceptance of this Agreement.

☐ BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: _____). BUYER will pay a \$ _____ down payment and monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

☐ 1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: _____ add back _____ escrow;

OR

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

OR

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____ % yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

5. SELLER CONCESSIONS:

☐ SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☐ No SELLER Concessions requested.

BUYER'S initials WS / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____

InstanetFORMS



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 3 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

- ☐ paid by BUYER.
☒ paid in full by SELLER at closing;

EXCEPTIONS:

*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance .

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. **A. INSPECTIONS**

- ☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:
☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other _____ ,
at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has _____ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all Inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

- ☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC:

- ☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above-named property.
☒ This property does not require mandatory Well and Septic Inspections.

BUYER'S initials WS / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 4 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

WELL AND SEPTIC Continued:

This Offer: ☐ IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.
☐ is NOT contingent on a satisfactory Well and Septic Inspection

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet Protect Your Family From Lead in Your Home and has received a copy of the Lead-based Paint SELLERs Disclosure Form completed by the SELLER on land only, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and ☐ stake or ☐ mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: _____

B. SELLER shall provide, at SELLER's expense, to the BUYER an Owner's Policy of Title Insurance.

- ☒ With standard exceptions
- ☐ Without standard exceptions
- ☐ Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: _____

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. **PROPERTY INSURANCE:** SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.

12. **CLOSING:** Sale will be closed on **OR** before JUNE 17, 2022 unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.

13. **POSSESSION:** SELLER will give possession as follows:

☒ Immediately at closing

BUYER'S initials WS / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS®

PURCHASE AGREEMENT



Page 5 of 8

332 N. Cochran Ave. Charlotte**Charlotte**

Property Address

POSSESSION continued:

☐ SELLER to occupy the property; it will be vacated no later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating. If tenants occupy the property, then:

☐ SELLER will cause the tenants to vacate the property before closing.

☐ BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

14. SELLER'S DISCLOSURE: Vacant Land, exempt

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☐ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

16. PROPERTY CONDITION: BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. PROFESSIONAL ADVICE: Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

☐ BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ Telephone # _____
Address: _____ Fax # _____

OR

☒ BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. HOME PROTECTION PLAN: BUYER and SELLER have been informed that home protections plans may be available. Such plans may provide additional protection and benefit to the parties.

BUYER'S initials WS / _____ Date 05/17/2022 SELLER'S initials _____ / _____ Date _____

InstanetFORMS

This form was prepared by Eric Crandall | WEICHERT, REALTORS- Emerald Properties | 517-543-7363 | emeraldbuilder@sbcglobal.net



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 6 of 8

332 N. Cochran Ave. Charlotte

Charlotte

Property Address

21. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 500.00 showing BUYER'S good faith will be deposited in escrow or trust account of ATA National Title, Charlotte (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
24. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.
25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER
☐ BUYER'S AGENT ☒ DUAL AGENT (with written, informed consent of both BUYER and SELLER)
☐ OTHER: _____

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication regarding this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

29. **A. BUYER'S SIGNATURE:**

DATE: 05/17/2022

William SaintAmour

BUYER (Signature)

X

BUYER

(Signature)

X

Print Name

Print Name

BUYER'S initials WS / Date 05/17/2022 SELLER'S initials _____ / Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 7 of 8

332 N. Cochran Ave. Charlotte**Charlotte**

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.Received from above named BUYER earnest money deposit in the amount of \$ 500.00 Upon Acceptancein the form of ☐ Personal Check # _____ ☐ Other _____Received By _____
(REALTOR®)BUYER'S Address: 2305 Pinch Hwy, Charlotte**B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8**

DATE: _____

_____ X _____	_____ X _____
SELLER (Signature)	SELLER (Signature)

_____ X _____	_____ X _____
Print Name	Print Name

30. SELLER'S RESPONSE: The offer is☐ **ACCEPTED AS WRITTEN**☐ **REJECTED**☐ **AMENDED AS FOLLOWS:****31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

32. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. *IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.*

33. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____

InstanetFORMS™



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 8 of 8

332 N. Cochran Ave. Charlotte**Charlotte**

Property Address

34. SELLER'S SIGNATURE:DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X _____
SELLER (Signature)

Print Name X _____
Print Name

SELLER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **same** REALTOR'S® TELEPHONE: **517-534-7363 office****SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.****35. BUYER'S RECEIPT/RESPONSE:**

If accepted by SELLER as written

☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.☐ REJECTS.DATE: _____, _____ ☐ a.m. ☐ p.m.

BUYER (Signature) X _____
BUYER (Signature)

BUYER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **Eric J Crandall** REALTOR'S® TELEPHONE: **517-204-3945 cell****36. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.**DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X _____
SELLER (Signature)

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16, 9/17, 1/18)

264939

332 N Cochran Avenue, Charlotte, MI 48813

Agent Copy

Vacant Land Active

\$9,900

Name	Office	Primary	Office	E-mail
Listing Member: Eric Crandall, Broker / Owner 6502351333	LO: WEICHERT, REALTORS- Emerald Properties 6505351332	517-204-3945	517-543-7363	emeraldbuilder@sbcglobal.net



List Price:	\$9,900	City:	Charlotte
Listing Date:	05/13/2022	County:	Eaton
Possible Units:	2	School District:	Charlotte
Road Surface:	paved	Subdivision:	None
Soil Types:	loam	Township/Tax Authority:	Charlotte City
Lot Acres:	0.28	Owner Name:	City Of Charlotte
Lot Size	94x130		
Dimensions:			
Land & Acreage:	Up to 1/4 Acre; 1/4+ thru 1/2 Acre		
Directions: From downtown Charlotte, north on Cochran past Stoddard. Property on east side of street.			
Legal: LOTS 8 & 9. THAT PART OF LOT 5, COM AT SW COR. OF SEC. 7, N 14 FT., E 9 RODS 9 1/2 LKS., S 14 FT., W TO BEG. O. P. BLOCK 5 CITY OF CHARLOTTE			

332 N Cochran Avenue

Eq Year: 2022	State Eq Value: \$9,500	Taxable Value Year: 2022
Parcel #: 23-200-000-005-080-00	Tax Year: 2022	Taxes: \$0
	Taxable Value: \$9,500	Zoning: Residential

Disclosures: None

Land & Acreage: Up to 1/4 Acre; 1/4+ thru 1/2 Acre
Lot Features: City Lot
Parking Features: None
Road Frontage Type: City Street; State Road
Showing Requirements: Sign on Property
Road Surface Type: Paved
Sewer: Public Sewer
Terms: Cash; Conventional
Utilities: Cable Available; Electricity Available; High Speed Internet Available; Natural Gas Available; Sewer Available; Water Available
Water Source: Public

Public Remarks: Large city lot, 94 x 130 may be suited for multi-family housing. Proximity to nearby commercial property may allow for re-zoning to commercial use.

Agent to Agent Remarks: City of Charlotte acquired property via tax foreclosure. Current zoning is residential, situated near commercial property - re-zoning may be possible.

Original List Price:	\$9,900	Days On Market:	4	Broker Agency Fee:	\$500
		Cumulative DOM:	4	Sub Agency Fee:	\$0
		Status Change Date:	05/13/2022		
		Expiration Date:	11/30/2022		

Information is deemed to be reliable, but is not guaranteed. © 2022 [MLS](#) and [FBS](#). Prepared by Eric Crandall on Tuesday, May 17, 2022 11:48 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Buyer





June 3, 2022

Memorandum

To: Erin LaPere, City Manager

From: Randy Jewell, Assessor

Re: Review of Offer to Purchase Vacant Land at 332 N Cochran

Erin,

In my opinion the offers that have been submitted are reasonable. As I have mentioned before, the demand for vacant sites in the older sections of Charlotte is quite low. I believe Eric Crandall also mentioned this during your discussions with him at the time the property was listed. At this point I have nothing to support a higher value for this property. I would say that given the two offers are so similar that this would indicate what the market value is for this type of property.

Sincerely
Randy

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: CITY ATTORNEY REPORT

DATE: June 2, 2022

The following is my report to the City Council on issues in which our office has been engaged since the last Council meeting:

1. Charter Amendments. As required by MCL 117.21(2), I have submitted the resolutions to amend the City Charter to the Governor and the Attorney General for their review. I have worked for years with the Assistant Attorney General, George Elworth regarding these matters and I expect a response from him within the next three weeks.
2. Ordinance Drafting. I have been working with the City Manager regarding the proposed Home Occupation Zoning Amendment that would provide regulation for medical marihuana care givers. A draft of the ordinance will be presented to the Planning Commission at its next meeting.
3. Lease Agreement with Shyft Group. Shyft Group (formerly Spartan Automotive) has presented a proposed Letter of Intent to lease land at the Charlotte Airport for the storage of partially completed trucks. It appears that Shyft Group is afflicted with the supply issues plaguing the rest of the economy, and needs space to store their trucks.

I have prepared a lease and it may be presented to you at Monday's meeting.
4. Sale of 332 N. Cochran. The City has received an Offer to Purchase 332 N. Cochran. Based upon my review, the Offer to Purchase looks fine and, upon due execution, would be enforceable by the parties against each party in a court of competent jurisdiction.
5. JRRS Investments. I met with Tim Davis, the appraiser retained by the City to evaluate, and hopefully acquire, without condemnation, easements necessary for the airport to reinstitute instrument rated take-off and landings at the airport. As the Council may be aware, the City is under an obligation to remove a number of trees along Lansing Road to comply with both State and Federal aeronautics requirements.

JRRS Investments owns the party store on the west side of Lansing Road and north of Packard Highway. It has retained Alan Ackerman, a very well-known condemnation lawyer,

to confer with Mr. Davis.

I am now in the loop and will be monitoring this matter. Unless negotiations are successful, which all of us hope they will be, I will be required to file a condemnation action against the owners of JRRS Investments.

6. Conversations with the City Manager. From time to time, I continue to have conversations with the City Manager regarding a variety of City matters.

TMH:cf



Manager's Report June 6th Council Meeting

Public Input Opportunities

Sign Ordinance - The Planning Commission will be hearing feedback on the proposed changes to the city's sign ordinance on Tuesday, June 7th at 7pm.

ARPA Funds - The City Council will be hearing from interested persons on ARPA funds and discussing survey results from the May online/paper survey at the workshop scheduled for Thursday, June 9th beginning at 7pm.

SAD – The City Council will hold a second public hearing on Monday, June 20th at the regular Council meeting beginning at 7pm to hear comments on the fire special assessment roll.

Volunteer Opportunities

The City has several opportunities for citizens to participate in their local government. We are seeking volunteers to serve on the Ad Hoc Water Treatment Committee; Camp Frances Board; Downtown Development Authority; and Planning Commission. Interested persons can find more information here: <https://www.charlottemi.org/volunteers-wanted/>

Code Enforcement and Rental Inspection Update

The Code Enforcement Officer continues efforts to ensure properties are in good repair and we are now entering weed/lawn cutting season. From March to May, 65 complaints were logged, 9 have been corrected/closed, and the remainder are open with ongoing efforts to achieve compliance. The Code Officer is also working to establish a "Sponsor a Neighbor" program where a person can offer to help cut a neighbor's lawn, or can ask for assistance in lawn cutting to help those individuals who are unable to maintain their grass. If you are able to help, or know someone who would benefit, reach out to Cheri at 517-543-8837 or ccummings@charlottemi.org for more information.

The Rental Inspector is actively working to ensure safe living conditions for tenants. The City will be sending out final notices to those property owners that have not registered and second notices to those owners that have not scheduled their initial inspection for certification. The Inspector is working with those property owners to address violations when found. The rental property in the 200 block of Oliver St has changed ownership. The home has been inspected and deemed inhabitable. The new owner has already begun work on the cleanup of the home. Since January, we have issued 167 Certificates of Compliance for rental properties and conducted 201 inspections.

Pension Contribution FY21-22

In anticipation of this fiscal year's additional contribution of \$178k towards the city's underfunded pension liability, Administration contacted MERS to create a Surplus division. The City will deposit those additional contributions into that division which will work to accelerate the percent funded status of the city's pension system.

First Responders Training Grants

Unfortunately, the city was not successful in obtaining grant funding through the state for first responder training opportunities. The State noted that they received over 400 requests totaling nearly \$30 million for a program that had a total limit of \$5mill available for funding.

Assistance Programs

For persons who may be facing financial difficulties with utilities, mortgage/rent, or other hardships, there are a number of assistance programs available. More information can be found on the city's website: <https://www.charlottemi.org/assistance-programs-available/>

RAVE Alerts

The City participates in RAVE Alerts which provides alert notifications to participants via voice, email, text, and posts to social media. There are several ways to register: Text CHARLOTTE to 67283; Download the Smart911 app; Register for a free and secure safety profile online at Smart911.com.

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	2021	%	WARRANTS	ARRESTS
STATE CRIMES																	
SOVEREIGNTY													0	1	-100%		
MILITARY													0	0	0%		
IMMIGRATION													0	0	0%		
Part I Crimes																	
CRIMES AGAINST PERSONS																	
HOMICIDE-MURDER(ATTEMPT)													0	0	0%		
NEGLIGENT HOMICIDE													0	0	0%		
KIDNAPPING													0	0	0%		
PARENTAL KIDNAPPING													0	0	0%		
SEX. ASSAULT-ALL	3	2	3	3									11	23	-52%	1	
ROBBERY													0	0	0%		
NON-AGG ASSAULT	7	12	12	14									45	41	10%	3	6
AGGRAVATED ASSAULT	3	4	6										13	7	86%		2
INTIMIDATION/STALKING	11	17	22	18									68	42	62%	1	
PROPERTY CRIMES																	
ARSON													0		0%		
EXTORTION													0	1	-100%		
BURGLARY-FORCED	2	1	2										5	11	-55%		
BURGLARY-W/O FORCE				1									1		100%		
BURGLARY-ILLEGAL ENTRY		1											1	7	-86%		
POSS BURGLARY TOOLS													0	1	-100%		
LARCENY	10	9	15	51									85	21	305%		
MOTOR VEHICLE THEFT													0	16	-100%		
Part II Crimes																	
STOLEN PROPERTY-MOTOR VEHICLE	3	1	1										5	7	-29%	1	
FORGERY/COUNTERFEIT-ING	5		1										6	1	500%	1	
FRAUDULENT ACTIVITY	11	13	12	10									46	27	70%	4	4
EMBEZZLEMENT			1										1	1	0%		
REC/CONCEALING STOLEN PROPERTY		1	1	3									5	3	67%	2	1
DESTRUCTION OF PROPERTY	5	3	3	8									19	17	12%		1
RETAIL FRAUD-ALL	3	6	7	6									22	22	0%	15	1
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
MORALS/DECENCY CRIMES																	
V.C.S.A.	3	4	9	2									18	29	-38%	2	4

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

SEX OFFENSE		1	4	3										8	1	700%		
OBSCENITY														0	0	0%		
FAMILY ABUSE/NEGLECT	1	1	7	2										11	6	83%		
FAMILY-NON SUPPORT	2			1										3	1	200%		1
FAMILY-OTHER														0	1	-100%		
GAMBLING														0	0	0%		
COMMERCIALIZED SEX OFFENSE														0	0	0%		
LIQUOR LICENSE VIOLATION														0	0	0%	2	
LIQUOR LAW VIOLATION		1	2											3	1	200%		1
PUBLIC ORDER CRIMES																		
OBSTRUCTING POLICE	1	3	3	3										10	2	400%		5
ESCAPE-CORRECTIONAL INSTITUTION														0	0	0%		
ESCAPE-MENTAL INST.														0	0	0%		
ESCAPE/FLIGHT														0	0	0%		1
OBSTRUCTING JUSTICE	11	21	2	5										39	42	-7%	9	23
BRIBERY														0	0	0%		
WEAPONS-CONCEALED			2											2	3	-33%	1	1
WEAPONS-EXPLOSIVE														0	0	0%		
WEAPONS-OTHER	1		1	1										3	2	50%	1	
PUBLIC PEACE	17	20	20	21										78	57	37%	2	3
TRAFFIC-HIT AND RUN	2	3	11	5										21	18	17%		
TRAFFIC-O.U.I.L. / O.U.I.D.	3	6	5	6										20	17	18%	3	10
TRAFFIC-MISD	6	12	11	9										38	48	-21%	6	1
HEALTH/SAFETY VIOLATION		5	7	5										17	4	1300%		
CIVIL RIGHTS														0	0	0%		
TRESPASS/PRIVACY	13	13	6	9										41	37	11%		2
SMUGGLING														0	0	0%		
ELECTION LAWS														0	0	0%		
ANTI-TRUST														0	0	0%		
TAX REVENUE														0	0	0%		
CONSERVATION		1		2										3	0	300%		1
VAGRANCY		1	5	6										12	0	1200%		
MISC. CRIMINAL OFFENSE			2											2	6	-67%	2	
GRAND JURY INVESTIGATION														0	0	0%		
CONSPIRACY														0	0	0%		
End of Part II Crimes																		
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS	

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

JUVENILE MINOR																	
DELINQUENT MINOR	4	8	18	20										50	43	16%	
RUNAWAY		3	3	1										7	10	-30%	
CIVIL-NON CRIMINAL																	
DIVORCE/SUPPORT														0	0	0%	
INCAPACITATION	1	2	3	1										7	3	133%	
INSANITY	7	11	21	10										49	24	104%	
TRAFFIC																	
CRASH-PD-PUBLIC ST.	14	22	18	19										73	62	18%	
CRASH-PI-PUBLIC ST	2	2	1	2										7	9	-22%	
CRASH-FATAL-PUBLIC ST		1												1	0	100%	
CRASH-PD-PRIVATE	7	5	4	5										21	14	50%	
CRASH-PI-PRIVATE			4											4	0	400%	
CIVIL INFRACTION	15	33	36	33										117	92	27%	
PARKING VIOLATION	48	92	23	15										178	241	-26%	
Park. Tickets- 524-2021, 356-2020																	
ABANDONED VEHICLE	4	4	7	4										19	42	-55%	
TRAFFIC HAZARD INVES	10	15	8	10										43	54	-20%	
TRAFFIC DIRECTION/	7	5	17	5										34	61	-44%	
TRAFFIC SAFETY PUBLIC APPEARANCE														0	0	0%	
BREATHALYSER TEST-														0	0	0%	
OTHER POLICE														0	0	0%	
ALARMS																	
ALARM-POLICE RESPONSE	16	10	16	16										58	47	23%	
ALARM-MALFUNCTION														0	0	0%	
ALARM-TEST														0	0	0%	
ALARM-WATER & SEWER														0	0	0%	
FIRE																	
ACCIDENT-FIRE														0	0	0%	
ACCIDENT-EXPLOSION														0	0	0%	
ACCIDENT-CHEMICAL														0	0	0%	
HAZARDOUS FIRE COND.				1										1	0	100%	Fireworks
FIRE REGULATION VIOL														0	0	0%	
ASSIST BUILDING DEPT														0	0	0%	
ASSIST C.F.D.	3	1	2	1										7	7	0%	
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS
ACCIDENTS																	
ACCIDENT-AIRCRAFT														0	0	0%	

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

ACCIDENT-HUNTING														0	0	0%			
ACCIDENT-SHOOTING														0	0	0%			
ACCIDENT-BOATING														0	0	0%			
ACCIDENT-WATER														0	0	0%			
ACCIDENT-OTHER														0	1	-100%			
INSPECTIONS-																			
INVESTIGATIONS																			
INSPECT-BOAT														0	0	0%			
INSPECT-MOTOR VEHICLE		2		1										3	3	0%			
INSPECT-TRAFFIC CITATION														0	0	0%			
INSPECT-BUSINESS	14	38	35	69										156	109	43%			
INSPECT-RESIDENCE	12	20	26	16										74	44	68%			
INSPECT-HANDGUN	11	9	13	9										42	23	83%			
INSPECT LIQUOR LICENSE	3	1												4	0	400%			
INSPECT-OTHER/SOR CHECK	24	13	14	16										67	23	191%			
INSPECT-CCW APPLIC														0	0	0%			
DOMESTIC DISPUTES	25	26	26	23										100	61	64%			
CIVIL DISPUTE	17	17	23	9										66	38	74%			
SUSPICIOUS SITUATION	92	70	81	79										322	300	7%			
FIELD INTERROGATION CARD														0	0	0%			
HAZARDOUS SITUATION														0	0	0%			
SUSPECTED NARCOTIC ACTIVITY	10	9	1	3										23	13	77%			
ABANDONED/RECOVERED PROPERTY	4	4	6	3										17	25	-32%			
DRUG OVERDOSE	2	1	2	5										10	10	0%			
BOMB THREAT														0	0	0%			
MISC. INCIDENTS																			
MISC/P.B.T.														0	0	0%			
SUICIDE				1										1	0	100%			
SUICIDE ATTEMPT	11	7	14	10										42	28	50%			
DEATH-NATURAL	3			1										4	4	0%			
DEATH-UNDETERMINED		1		2										3	4	-25%			
MISSING PERSON	2	2	3	2										9	4	125%			
NATURAL DISASTER														0	0	0%			
PUBLIC RELATIONS ACTIVITY	4	5	4	2										15	9	67%			
PATROL INFORMATION														0	0	0%			
UCR TITLE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL	LAST YEAR	%	WARRANTS	ARRESTS		
GENERAL ASSISTANCE																			

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

ASSIST CITIZEN	50	67	82	75														274	147	86%				
ASSIST MOTORIST	8	12	6	8														34	43	-21%				
ASSIST POLICE AGENCY	10	10	10	5														35	31	13%				
ASSIST OTHER AGENCY	14	14	20	14														62	31	100%				
ASSIST D.P.W.	1	1	4															6	3	100%				
ESCORT-FUNERAL																		0	0	0%				
ESCORT-MONEY																		0	0	0%				
ESCORT-OTHER																		0	0	0%				
TRANSPORT-PRISONER		13	5	18														36	19	89%				
TRANSPORT-PAPERWORK	6	14	13	4														37	34	9%				
TRANSPORT-OTHER	2		1	1														4	12	-67%				
LOCKOUT				2														2	2	0%				
SUBPOENA SERVICE	2	2	4	3														11	23	-52%				
PERMISSION TO PARK		1	21	1														23	29	-21%				
PATROL-FOUND DOOR OPEN	3	9	8	2														22	2	1000%				
PATROL-FOUND OPEN WINDOW																		0	0	0%				
PATROL-FOUND B&E																		0	0	0%				
ASSIST E.C.S.D.-	20	18	16	7														61	26	135%				
GENERAL NON CRIMINAL																								
JUVENILE SAFETY VIOL																		0	0	0%				
ANIMAL CONTROL	7	7	10	12														36	26	38%				
ZONING ORD VIOLATION		3	1															4	3	33%				
TOTALS	618	772	813	740	0	0	0	0	0	0	0	0	0					2943	2370	24%				
TRAFFIC STOPS	100	128	119	117														464	339	37%				
OFFICER TRAINING HOURS	8	48	224	9														289	150	93%				
COMMUNITY HOURS	32	21.5	6	1														60.5	19	218%				
PAPERWORK HOURS	450.5	409	408.5	475														1743	1152	51%				
SRO STATS																								
During the month of April 2022 , Officer McDaniel handled a total of 67 incidents as the SRO. They are as follows:																								
2- Sex. Assaults-All, 6- Non-Agg. Assault, 3- Larceny, 3- Intimidation/Threats, 1- Destruction of Property																								
1-VCSA, 3- Sex Offense, 8- Public Peace, 1- Vagrancy, 16- Delinquent Minor, 1- Insanity																								
1- Civil Infraction, 1- Parking Violation, 1- Traffic Direction/Control, 3- Suspicious Situation																								
2- Suicide Attempted, 13- Assist Citizen, 1 Assist Eaton County Sheriff Department																								
VCSA STATS																								

CHARLOTTE POLICE DEPARTMENT ACTIVITY SUMMARY 2022

[illegible]

Charlotte Fire Department

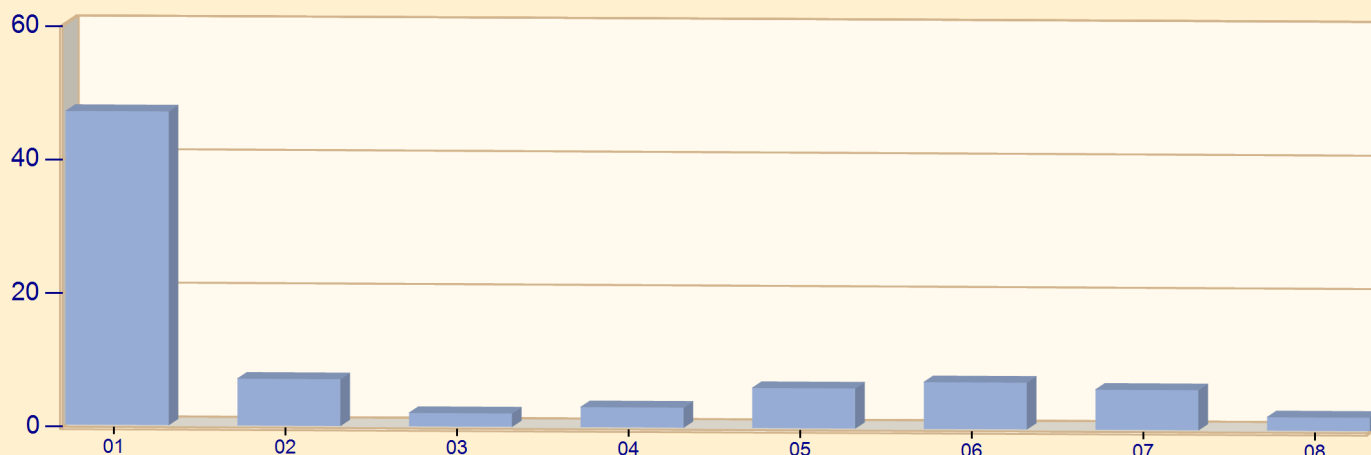
Charlotte, MI

This report was generated on 6/3/2022 7:58:46 AM



Incident Type Count per Zone for Date Range

Start Date: 05/01/2022 | End Date: 05/31/2022



ZONES	INCIDENT TYPE	COUNT
01 - City Of Charlotte		
	111 - Building fire	1
	131 - Passenger vehicle fire	1
	311 - Medical assist, assist EMS crew	22
	323 - Motor vehicle/pedestrian accident (MV Ped)	1
	324 - Motor vehicle accident with no injuries.	1
	411 - Gasoline or other flammable liquid spill	1
	424 - Carbon monoxide incident	1
	444 - Power line down	4
	500 - Service Call, other	1
	561 - Unauthorized burning	4
	600 - Good intent call, other	2
	631 - Authorized controlled burning	2
	650 - Steam, other gas mistaken for smoke, other	1
	651 - Smoke scare, odor of smoke	1
	743 - Smoke detector activation, no fire - unintentional	1
	744 - Detector activation, no fire - unintentional	1
	900 - Special type of incident, other	1
	911 - Citizen complaint	1
	Total Incidents for 01 - City Of Charlotte:	47
02 - Eaton Township		

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

ZONES	INCIDENT TYPE	COUNT
	311 - Medical assist, assist EMS crew	2
	324 - Motor vehicle accident with no injuries.	1
	600 - Good intent call, other	1
	631 - Authorized controlled burning	1
	632 - Prescribed fire	1
	651 - Smoke scare, odor of smoke	1
	<i>Total Incidents for 02 - Eaton Township.</i>	7
03 - Brookfield Township		
	143 - Grass fire	1
	311 - Medical assist, assist EMS crew	1
	<i>Total Incidents for 03 - Brookfield Township.</i>	2
04 - Walton Township		
	111 - Building fire	1
	311 - Medical assist, assist EMS crew	1
	322 - Motor vehicle accident with injuries	1
	<i>Total Incidents for 04 - Walton Township.</i>	3
05 - Carmel Township		
	142 - Brush or brush-and-grass mixture fire	1
	311 - Medical assist, assist EMS crew	3
	324 - Motor vehicle accident with no injuries.	1
	631 - Authorized controlled burning	1
	<i>Total Incidents for 05 - Carmel Township.</i>	6
06 - Chester Township		
	131 - Passenger vehicle fire	1
	311 - Medical assist, assist EMS crew	4
	600 - Good intent call, other	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for 06 - Chester Township.</i>	7
07 - Mutual Aid		
	311 - Medical assist, assist EMS crew	4
	321 - EMS call, excluding vehicle accident with injury	1
	611 - Dispatched & cancelled en route	1
	<i>Total Incidents for 07 - Mutual Aid:</i>	6
08 - Void Calls		
	900 - Special type of incident, other	2
	<i>Total Incidents for 08 - Void Calls:</i>	2
Total Count for all Zone:		80

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

