



PUBLIC NOTICE

Per the March 2, 2021 emergency order, MCL 333.2253 – Gatherings and Face Masks order, the district is limited to 25 people for in person gatherings.

City Council meetings will now allow 25 individuals to be gathered at the meeting venue. Boards may conduct hybrid meetings, where some or all board members meet together in person, but the meeting must also be conducted virtually under the Open Meetings Act.

A Special City Council meeting to be held March 29, 2021 will be held in person, at 118 Orchard Street, Morenci, MI 49256, at 6:30 p.m., with a limit of 25 people (15 community members), and virtually via Zoom.

For remote attendance, please click the Zoom link above to join and participate in the meeting. If you need assistance joining the meeting, have questions regarding the meeting or agenda items, or if you require an accommodation to participate, please contact City Superintendent / City Clerk Michael Sessions in advance at (517) 458 – 6828.

The information for Zoom is the following:

Topic: Morenci City Council Special Meeting

Time: March 29, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/8192404633>

+13126266799 then enter meeting ID: 8192404633

Find your local number: <https://zoom.us/u/adwDT4H8mS>

Michael S. Sessions
City Superintendent / City Clerk



"One Team, One Town, One Family"

Morenci City Offices
118 Orchard Street
Morenci, MI 49256
(517) 458-6828

SPECIAL CITY COUNCIL MEETING

**MORENCI CITY OFFICES & THROUGH ZOOM
MONDAY, MARCH 29, 2020
6:30 P.M.**

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OR AMENDMENT TO AGENDA

PUBLIC COMMENT ON AGENDA ITEMS

AGENDA ITEMS

1. Offers on Real Estate Owned by City of Morenci
2. Fire Department Training Building Props
3. April 12, 2021 City Council Meeting

PUBLIC COMMENT

ADJOURNMENT



TO: Morenci City Council

FROM: Michael S. Sessions, City Superintendent / City Clerk

DATE: 3/25/2021

SUBJECT: Offers on Real Estate Owned by the City of Morenci

I am in receipt of two (2) offers on real estate owned by the City of Morenci from Gil Henry and Associates. The offers are the following:

217 East Street South: \$1,500.00 contingent upon the lot being buildable for a house; offer made by Donna Sargent from Union City, Michigan. Currently listed for sale at \$7,500.00.

106 Gorham Street: \$8,000.00 offer made by Arthur and Billi Jo Erbskorn of Morenci, Michigan. No contingencies. Currently listed for sale at \$15,000.00.

In order for the sale at 217 East Street South to work, a zoning variance would be needed on the property at 217 East Street South. If the Morenci City Council would like to proceed down this path, I would ask that the Morenci City Council make application to the City of Morenci Zoning Board of Appeals (ZBA) for a variance for lot coverage and the size of structure. I would also counteroffer Ms. Sargent at \$5,000.00.

I also believe that the Morenci City Council should ask the Morenci Planning Commission to look at special zoning language that would allow for tiny houses on non-conforming lots, such as the lot at 217 East Street South. I am providing motion language for that below.

As for 106 Gorham Street, both City of Morenci Realtor Brad Frederick and I believe that \$8,000.00 is an appropriate asking price for this property, even though it is listed for \$15,000.00. It is likely that the City of Morenci would never get that much for this piece of property. It has also for more than one (1) year.

The following are some example motions I would use for these topics:

"I move to counteroffer Donna Sargent at \$5,000.00 for 217 East Street South and authorize the City Superintendent / City Clerk to make application to the City of Morenci Zoning Board of Appeals for the applicable variances for a house at this property."

"I move to ask the Morenci Planning Commission to look at zoning language for tiny houses on non-conforming lots."

"I move to approve of the offer for the sale of 106 Gorham Street to Arthur and Billi Jo Erbskorn and authorize the Mayor and City Superintendent / City Clerk to close on the property."



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



Listing Office Gil Henry & Associates, Inc.
 Office Address 1060 S Main St, Suite A, Adrian, MI
 Telephone 517-263-8971 Fax _____
 Listing Agent Bradley Frederick
 Telephone 517-605-1020 Fax _____
 E-mail bradfederick@hotmail.com
 CLOSINGS - admin@gilhenry.net
 Agency Status:
 Seller's Dual Transaction Coordinator

Selling Office Gil Henry & Associates, Inc.
 Office Address 1060 S Main St, Suite A, Adrian, MI
 Telephone 517-263-8971 Fax 517-263-4204
 Selling Agent Bradley Frederick
 Telephone 517-605-1020 Fax 517-263-4204
 E-mail bradfederick@hotmail.com
 CLOSINGS - admin@gilhenry.net
 Agency Status:
 Seller's Buyers's Dual Transaction Coordinator

THIS CONTRACT IS DATED March 04 2021

1. THE PROPERTY COMMONLY KNOWN AS 217 S East St. Morenci
 (Street, City, Zip Code) MI 49256
 TAX / PARCEL ID XM0-500-0010-00 LEGAL DESCRIPTION House & Lot 1 Metcalf and Webers Addition

Seller agrees to sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property situated in the City Twp. Of Morenci
 County of Lenawee, Michigan, as identified above.

PURCHASER Donna Marie Sargent
 Address 624 W. Oak St. Union City IN 47390
 SELLER City of Morenci
 Address 118 Orchard St. Morenci MI 49256
 SALE PRICE: One Thousand Five Hundred DOLLARS (\$ 1,500.00)

2. THE TERMS OF THE SALE SHALL BE as indicated by "x" below: (other unmarked terms of purchase do not apply). Payment of such purchase money shall be in cash or certified check or bank money order.

CASH - The full purchase price upon execution and delivery of Warranty Deed.

NEW MORTGAGE - Contingent upon Purchaser's ability to obtain a _____ year _____ mortgage, which Purchaser agrees to make formal application for such mortgage loan _____ days from the date of acceptance of this offer at purchaser's expense and accept promptly if tendered.

OTHER - _____

3. THIS AGREEMENT IS CONTINGENT UPON THE SALE OF ANOTHER PROPERTY: Yes No (address of property)

Is currently on the market Yes No If contingent on sale of another property, the following conditions exist:

Property Address: [Signature] S East St. 03/07/2021 Morenci MI 49256
 Buyers Initials _____ Date _____ Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



4. **EARNEST MONEY:** Purchaser will deposit \$ 250.00 upon acceptance evidencing Purchaser's good faith. Said deposits to be held by Gil Henry & Associates, Inc., and may apply as part of the purchase price or purchaser's closing costs. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Purchaser, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Purchaser. In the event the Purchaser and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Purchaser and Seller have agreed in writing to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(5).

5. **IMPROVEMENTS AND APPURTENANCES:** This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window hardware and blinds, wall-to-wall carpeting, attached shelving, purchased water softener, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, mounted tv brackets and thermostats, as well as the following personal property for which a bill of sale will be given, namely: N/A

EXCLUSIONS: _____

6. **TAXES:** Real Estate taxes billed before close of sale are to be paid by the Seller. All real estate taxes billed on or after close of sale shall be paid by Purchaser. FOR PURPOSES OF THIS AGREEMENT, taxes are to be prorated as indicated by an "x" below, the amount to be based on latest tax figures and 365 days in a year.

- Taxes to be prorated in ADVANCE, with July bill covering July 1 thru June 30; December bill covering December 1 thru November 30.
- No Tax Proration
- Other _____

Purchaser is NOT TO assume that their future tax bills on the property will be equal to the seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

7. **PRORATIONS.** Rent, fuel, association dues, water, sewer, interest on any existing land contract, mortgage or other lien assumed by Purchaser shall all be adjusted to the date of closing of the sale. Sellers are responsible for fire and extended coverage insurance until sale is closed, \$ 0.00 will be retained from Seller Purchaser for _____ and be held in escrow by _____. Any balance remaining will be remitted to Seller Purchaser and any balance DUE will be paid by the responsible party.

8. **ASSESSMENTS** which are or become a lien on the property on or before the date of closing of this sale shall be paid as follows: before closing, the Seller shall pay all installment assessment billings; and after closing, the Purchaser shall pay all installment assessment billings. Assessments for any improvements, now installed, but not yet a tax lien, shall be assumed by the Purchaser. Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Purchaser in this agreement. Any exceptions shall be disclosed to Purchaser in writing.

9. **ALL MATTERS RELATED** to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc...are to be secured and paid for by the Purchaser unless otherwise specified. Seller will obtain and pay for a confirmation of driveway access as required by Lenawee County Road Commission, if applicable to subject property herein.

10. **SELLERS DISCLOSURE STATEMENT:** Purchasers acknowledge that a Sellers Disclosure Statement has been provided to Purchaser. Seller shall provide Purchaser with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Purchaser will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's Agent. Property exempt from Sellers Disclosure Statement.

Property Address: 717 S East St. Morenci MI 49256
Buyers Initials: [DS] Date: 05/07/2021 Sellers Initials: _____ Date: _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



11. _____ (Initials) **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978) Purchasers acknowledge that prior to signing this purchase agreement, Purchaser has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on _____, The terms of which are incorporated herein by reference.

Property exempt from Lead-based Paint Disclosure.

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

Purchaser hereby waives the opportunity to conduct a risk assessment/inspection for the presence of lead-based paint/lead-based paint hazards.

12. **INSPECTIONS:** This contract is contingent upon Purchaser's satisfaction with inspections of Purchaser's choice and at Purchaser's expense. Purchaser shall have the option for _____ days from final acceptance to have the property inspected. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer line, well, septic, drainfield, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos and other inspection. Purchaser agrees to restore the property to its prior condition after any inspections or tests. **If this contingency is not removed in writing by said date, it shall be considered waived by the Purchaser.**

NOTE: The intention of the inspection(s) is not to create a list of repairs for the Seller to correct. It is the Seller's position that the negotiated price fairly reflects the present "AS IS" condition of the property.

Purchaser waives Inspections. Purchaser accepts the property in AS IS condition, including the possible existence of unknown latent defects and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

13. **HOME WARRANTY PROGRAM:** Purchaser and Seller have been advised of the availability of a Home Warranty Program.

Said Home Warranty Plan to be paid by _____ through the Listing Office Selling Office
Cost of Home Warranty not to exceed \$ _____ Purchaser Waives Home Warranty.

14. **WALK-THROUGH:** Purchaser requests Purchaser waives, a walk-through prior to closing only to determine that the premises are in the same condition as when the Purchase Agreement was executed, and that the personal property specifically listed in the Purchase Agreement remains on the premises.

15. **LAND DIVISION ACT: (For unplatted land only.)** Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

(a) The grantor grants to the grantee the right to make 0 (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967 as amended.

(b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act. **CAUTION:** If the space contained in paragraph (a) above is left blank, the deed will NOT grant Purchaser the right to any divisions.

16. **PRIVATE ROAD DISCLOSURE:**

The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body

The property does not abut a private road.

17. **TITLE INSURANCE:** Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance: with standard exceptions without standard exceptions, in the amount of the sales price. Purchaser to be responsible for any required survey. Seller will apply for a commitment for title insurance upon removal of all contingencies by the Purchaser on this agreement. Upon receipt of the commitment, Purchaser shall have _____ days to provide Seller with written notice to any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate at Purchaser's option, and any deposit shall be refunded to Purchaser.

18. **FORM OF CONVEYANCE:** Seller agrees to grant and convey, as above required, by warranty deed land contract, or other _____ a marketable title to the property. Seller will pay transfer taxes when title passes. ~~Any condominium/cooperative transfer fee will be paid by: Seller Purchaser~~

Property Address: 217 S East St. Morenci MI 49256
Buyers Initials [Signature] Date 03/07/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



19. **SELLER AND PURCHASER HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO:** Insure the details of the purchase agreement are being adhered to; that title is marketable and Purchase Agreement complies with or is not affected by the Land Division Act #288, PA of 1967, as amended. **SELLER AND PURCHASER ACKNOWLEDGE THAT BROKER IS NOT ACTING AS AN ATTORNEY, TAX ADVISOR, SURVEYOR, APPRAISER, ENVIRONMENTAL EXPERT, OR STRUCTURAL OR MECHANICAL ENGINEER FOR EITHER PARTY AND ADVISED THAT PROFESSIONALS SHOULD BE CONTACTED ON THESE MATTERS.**

APPROVAL OF CONTRACT by Purchaser's attorney within 3 business days from date of acceptance of this contract. If this contingency is not removed in writing by said date, it shall be considered waived by Purchaser.

20. **CLOSING:** Close of sale shall be ~~no sooner than~~ _____ and no later than April 15 2021. Any extensions on closing date shall be in writing and agreed to by both Seller and Purchaser. **TIME IS OF THE ESSENCE.**

21. **POSSESSION** to be given no later than 0 days from close of sale at _____ AM PM., subject to tenant's rights, if any, without payment of occupancy charges, or with payment of occupancy charges of \$ _____ per day, including the day of closing through the day keys are delivered and property is vacated. Occupancy charges in the sum of \$ 0.00 will be withheld from Seller at closing and held in escrow by _____. Within 7 days after delivery of keys by Seller, the funds will be distributed according to the terms of this Purchase Agreement. Sellers will be responsible for utilities, lawn care/snow removal during occupancy. From the date of closing, Purchaser will maintain hazard insurance on the property and Seller will maintain insurance for liability and Seller's personal property. Property to be left in broom-clean condition.

DAMAGE DEPOSIT ESCROW: At closing, Seller will also pay into escrow the sum of _____ Dollars (\$ 0.00) as a damage deposit to cover repairs or damages sustained during Seller's occupancy. Escrow agent will disburse the damage deposit within five (5) business days of receipt of a damage deposit escrow release signed by both parties. If, on the actual possession date, repairs or damages exceed the amount of the damage deposit, Seller will immediately, upon demand, pay the excess amount to Purchaser.

INSPECTION: Purchaser is entitled to an inspection of the property immediately prior to the surrender of possession by Seller.

22. **SELLER RESPONSE TIME:** Purchaser gives the Seller until (Date) March 12 2021 (Time) 5 AM PM to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Purchaser and Seller.

23. **RELEASE:** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this Agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Buy and Sell 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 from any and all claims related to those matters.

24. **LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary.

25. **MERGER:** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.

26. **HEIRS AND SUCCESSORS:** This agreement binds purchaser, seller, their personal representatives and heirs, and anyone succeeding to their interests in the property. Purchaser shall not assign this agreement without Seller's prior written permission.

27. **ADDITIONAL TERMS:** Contingent upon the lot being buildable.

SEE ATTACHED ADDENDUM FOR ADDITIONAL TERMS.

Property Address: 217 S East St. Morenci MI 49256
Buyers Initials [DS] Date 03/07/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



CLOSING COSTS: Unless otherwise provided in this Purchase Agreement, it is agreed that Seller shall pay all State and County transfer taxes and costs required to convey clear title and preparation of deed. Unless otherwise provided in this Purchase Agreement, Purchaser shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

Execution of facsimile or electronic mail counterpart of this agreement shall be deemed execution of the original agreement. Facsimile or electronic mail transmission of an executed copy of this purchase agreement shall constitute acceptance of this agreement. The parties agree that the electronic signatures and initials shall be deemed valid and binding upon the parties as if the original signatures/initials were present in the documents in the handwriting of each party.

Any written notice or communications in connection with the transaction described in the purchase agreement may be given to a party or party's agent by sending or transmitting it to any mailing address, email address, fax number as provided. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted.

28. RECEIPT IS ACKNOWLEDGED BY PURCHASER OF A COPY OF THIS PURCHASE AGREEMENT.

X Donna Marie Sargent (Salesperson)
(Note: Print name of Salesperson in your name to appear on final papers)
Donna Marie Sargent
Witness: _____
(Salesperson)

X _____ (Purchaser)
03/07/2021
Date: _____

29. SELLER'S ACCEPTANCE: IT IS AGREED by the Broker and Seller or lessor, parties to this agreement, that as required by law, discrimination because of race, creed, color, sex, marital or familial status, national origin, age or disability by said parties in respect to the sale or lease of the subject property is prohibited.

30. APPROVAL OF CONTRACT by Seller's attorney within _____ business days from date of acceptance of this contract. If this contingency is not removed in writing by said date, it shall be considered waived by the Seller.

31. THE ABOVE OFFER IS HEREBY: Accepted As Written See Addendum Attached Countered as Follows: _____

32. RESPONSE TIME: Seller gives the Purchaser until (Date) _____ (Time) _____ AM PM, to accept any counter offer. Receipt is acknowledged by Seller of a copy of this Purchase Agreement.

X _____ (Seller)
Sean D. Seger, Mayor
Witness: _____

X _____ (Seller)
Michael S. Sessions, City Administrator/Clerk
Date: _____

33. PURCHASER'S RECEIPT OF ACCEPTANCE: Receipt is acknowledged by Purchaser of the Seller's acceptance of offer. If acceptance was subject to any counter offer, Purchaser agrees to accept counter offer, all other terms and conditions remain unchanged.

X _____ (Purchaser)
Donna Marie Sargent
Witness: _____

X _____ (Purchaser)
Date: _____

Received from Purchaser Deposit Monies if the form of: _____ by _____ on _____ (date)

Property Address: 247 S East St. Morenci MI 49256
Buyers Initials DS Date 03/07/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



Listing Office Gil Henry & Associates
Office Address 1060 S Main St
Telephone 517-263-8971 Fax _____
Listing Agent Bradley Frederick
Telephone 517-263-8971 Fax _____
E-mail bradfreesrick@hotmail.com

Selling Office Gil Henry & Associates
Office Address 1060 S Main St
Telephone 517-263-8971 Fax 517-263-4204
Selling Agent Bradley Frederick
Telephone 517-263-8971 Fax 517-263-4204
E-mail bradfreesrick@hotmail.com
CLOSINGS - admin@gilhenry.net

Agency Status:

Seller's Dual Transaction Coordinator

Agency Status:

Seller's Buyers's Dual Transaction Coordinator

THIS CONTRACT IS DATED March 14 2021

1. THE PROPERTY COMMONLY KNOWN AS 106 Gorham St Morenci
(Street, City, Zip Code) MI 49256
TAX / PARCEL ID X140-630-0011-00 LEGAL DESCRIPTION _____

Seller agrees to sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the property situated in the City Twp. Of _____
County of Lenawee, Michigan, as identified above.

PURCHASER Arthur J Erbskorn Billi Jo Erbskorn
Address 638 W Main St Morenci MI 49256

SELLER City of Morenci
Address 111 Orchard St Morenci MI 49256

SALE PRICE: Eight Thousand DOLLARS (\$ 8,000.00)

2. THE TERMS OF THE SALE SHALL BE as indicated by "x" below; (other unmarked terms of purchase do not apply). Payment of such purchase money shall be in cash or certified check or bank money order.

CASH - The full purchase price upon execution and delivery of Warranty Deed.

NEW MORTGAGE - Contingent upon Purchaser's ability to obtain a _____ year _____ mortgage, which Purchaser agrees to make formal application for such mortgage loan _____ days from the date of acceptance of this offer at purchaser's expense and accept promptly if tendered.

OTHER - _____

3. THIS AGREEMENT IS CONTINGENT UPON THE SALE OF ANOTHER PROPERTY: Yes No
(address of property)

Is currently on the market Yes No If contingent on sale of another property, the following conditions exist:

Property Address: 106 Gorham St Morenci MI 49256
Buyers Initials AJE BJE Date 03/14/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



4. **EARNEST MONEY:** Purchaser will deposit \$ 500.00 upon acceptance evidencing Purchaser's good faith. Said deposits to be held by Gil Henry & Assoc., Inc, and may apply as part of the purchase price or purchaser's closing costs. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Purchaser, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Purchaser. In the event the Purchaser and Seller both claim the earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Purchaser and Seller have agreed in writing to the disposition of the deposit or the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(5)..

5. **IMPROVEMENTS AND APPURTENANCES:** This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window hardware and blinds, wall-to-wall carpeting, attached shelving, purchased water softener, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, mounted tv brackets and thermostats, as well as the following personal property for which a bill of sale will be given,
namely: _____

EXCLUSIONS: _____

6. **TAXES:** Real Estate taxes billed before close of sale are to be paid by the Seller. All real estate taxes billed on or after close of sale shall be paid by Purchaser. FOR PURPOSES OF THIS AGREEMENT, taxes are to be prorated as indicated by an "x" below, the amount to be based on latest tax figures and 365 days in a year.

- Taxes to be prorated in ADVANCE, with July bill covering July 1 thru June 30; December bill covering December 1 thru November 30.
- No Tax Proration
- Other _____

Purchaser is NOT TO assume that their future tax bills on the property will be equal to the seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

7. **PRORATIONS.** Rent, fuel, association dues, water, sewer, interest on any existing land contract, mortgage or other lien assumed by Purchaser shall all be adjusted to the date of closing of the sale. Sellers are responsible for fire and extended coverage insurance until sale is closed. \$ _____ will be retained from Seller Purchaser for _____ and be held in escrow by _____
Any balance remaining will be remitted to Seller Purchaser and any balance DUE will be paid by the responsible party.

8. **ASSESSMENTS** which are or become a lien on the property on or before the date of closing of this sale shall be paid as follows: before closing, the Seller shall pay all installment assessment billings; and after closing, the Purchaser shall pay all installment assessment billings. Assessments for any improvements, now installed, but not yet a tax lien, shall be assumed by the Purchaser. Seller has no knowledge of any pending assessments and/or benefit charges that have not been disclosed in writing to the Purchaser in this agreement. Any exceptions shall be disclosed to Purchaser in writing.

9. **ALL MATTERS RELATED** to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc...are to be secured and paid for by the Purchaser unless otherwise specified. Seller will obtain and pay for a confirmation of driveway access as required by Lenawee County Road Commission, if applicable to subject property herein.

10. **SELLERS DISCLOSURE STATEMENT:** Purchasers acknowledge that a Sellers Disclosure Statement has been provided to Purchaser. Seller shall provide Purchaser with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Purchaser will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's Agent. Property exempt from Sellers Disclosure Statement.

Property Address: 106 Gorham St Morenci MI 49256
Buyers Initials AJE BJE Date 03/14/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



11. _____ (Initials) **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978) Purchasers acknowledge that prior to signing this purchase agreement, Purchaser has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on _____, The terms of which are incorporated herein by reference.

Property exempt from Lead-based Paint Disclosure.

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

Purchaser hereby waives the opportunity to conduct a risk assessment/inspection for the presence of lead-based paint/lead-based paint hazards.

12. **INSPECTIONS:** This contract is contingent upon Purchaser's satisfaction with inspections of Purchaser's choice and at Purchaser's expense. Purchaser shall have the option for 5 days from final acceptance to have the property inspected. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer line, well, septic, drainfield, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos and other inspection. Purchaser agrees to restore the property to its prior condition after any inspections or tests. **If this contingency is not removed in writing by said date, it shall be considered waived by the Purchaser.**

NOTE: The intention of the inspection(s) is not to create a list of repairs for the Seller to correct. It is the Seller's position that the negotiated price fairly reflects the present "AS IS" condition of the property.

Purchaser waives Inspections. Purchaser accepts the property in AS IS condition, including the possible existence of unknown latent defects and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

13. **HOME WARRANTY PROGRAM:** Purchaser and Seller have been advised of the availability of a Home Warranty Program.

Said Home Warranty Plan to be paid by _____ through the Listing Office Selling Office
Cost of Home Warranty not to exceed \$ _____ Purchaser Waives Home Warranty.

14. **WALK-THROUGH:** Purchaser requests Purchaser waives, a walk-through prior to closing only to determine that the premises are in the same condition as when the Purchase Agreement was executed, and that the personal property specifically listed in the Purchase Agreement remains on the premises.

15. **LAND DIVISION ACT: (For unplatted land only.)** Seller and Purchaser agree that the following statements shall be included in the deed at the time of delivery:

(a) The grantor grants to the grantee the right to make All (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967 as amended.

(b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act. **CAUTION:** If the space contained in paragraph (a) above is left blank, the deed will NOT grant Purchaser the right to any divisions.

16. **PRIVATE ROAD DISCLOSURE:**

The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the County Road Commission or other public or municipal body

The property does not abut a private road.

17. **TITLE INSURANCE:** Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance: with standard exceptions without standard exceptions, in the amount of the sales price. Purchaser to be responsible for any required survey. Seller will apply for a commitment for title insurance upon removal of all contingencies by the Purchaser on this

agreement. Upon receipt of the commitment, Purchaser shall have 5 days to provide Seller with written notice to any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate at Purchaser's option, and any deposit shall be refunded to Purchaser.

18. **FORM OF CONVEYANCE:** Seller agrees to grant and convey, as above required, by warranty deed land contract, or other _____ a marketable title to the property. Seller will pay transfer taxes when title passes. Any condominium/cooperative transfer fee will be paid by: Seller Purchaser

Property Address: -106 Gorham St Morenci MI 49256
Buyers Initials AJE BJE Date 03/14/2021 Sellers Initials _____ Date _____



PURCHASE AGREEMENT

LENAWEE COUNTY ASSOCIATION OF REALTORS®



CLOSING COSTS: Unless otherwise provided in this Purchase Agreement, it is agreed that Seller shall pay all State and County transfer taxes and costs required to convey clear title and preparation of deed. Unless otherwise provided in this Purchase Agreement, Purchaser shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

Execution of facsimile or electronic mail counterpart of this agreement shall be deemed execution of the original agreement. Facsimile or electronic mail transmission of an executed copy of this purchase agreement shall constitute acceptance of this agreement. The parties agree that the electronic signatures and initials shall be deemed valid and binding upon the parties as if the original signatures/initials were present in the documents in the handwriting of each party.

Any written notice or communications in connection with the transaction described in the purchase agreement may be given to a party or party's agent by sending or transmitting it to any mailing address, email address, fax number as provided. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted.

28. RECEIPT IS ACKNOWLEDGED BY PURCHASER OF A COPY OF THIS PURCHASE AGREEMENT.

X Arthur J. Erskov
(Please Print Name as you wish your name to appear on final papers)

X Billi Ja Erskov
3/14/2021 3:09:37 PM EDT (Purchaser)

Witness: _____
(Salesperson)

Date: 03/14/2021

29. SELLER'S ACCEPTANCE: IT IS AGREED by the Broker and Seller or lessor, parties to this agreement, that as required by law, discrimination because of race, creed, color, sex, marital or familial status, national origin, age or disability by said parties in respect to the sale or lease of the subject property is prohibited.

30. APPROVAL OF CONTRACT by Seller's attorney within _____ business days from date of acceptance of this contract. If this contingency is not removed in writing by said date, it shall be considered waived by the Seller.

31. THE ABOVE OFFER IS HEREBY: Accepted As Written See Addendum Attached Countered as Follows: _____

32. RESPONSE TIME: Seller gives the Purchaser until (Date) _____ (Time) _____ AM PM, to accept any counter offer. Receipt is acknowledged by Seller of a copy of this Purchase Agreement.

X _____
(Seller)

X _____
(Seller)

Witness: _____

Date: _____

33. PURCHASER'S RECEIPT OF ACCEPTANCE: Receipt is acknowledged by Purchaser of the Seller's acceptance of offer. If acceptance was subject to any counter offer, Purchaser agrees to accept counter offer, all other terms and conditions remain unchanged.

X _____
(Purchaser)

X _____
(Purchaser)

Witness: _____

Date: _____

Received from Purchaser Deposit Monies if the form of: _____ by _____ on _____ (date)

Property Address: 106 Gorham St Morenci MI 49256

Buyers Initials AJE BJE Date 03/14/2021

Sellers Initials _____ Date _____



"One Team, One Town, One Family"

**Morenci City Offices
118 Orchard Street
Morenci, MI 49256
(517) 458-6828**

TO: Morenci City Council

FROM: Michael S. Sessions, City Superintendent *MS*
City Clerk

DATE: 3/25/2021

SUBJECT: Fire Department Props Purchase for Training Building

Fire Chief Brad Lonis had a bit of a fundraising drive and was able to get \$8,500.00 donated (\$3,000.00 from Green Labs and \$5,500.00 from Pharmaco) to the Morenci Fire Department that was placed into the Fire Department Sinking Fund. The goal was to better outfit the Morenci Fire Department Training Building.

With \$6,380.00 of these funds, Fire Chief Lonis would like to purchase two (2) training props. They are a forcible entry door kit and a fire frame window simulator. The total cost for the forcible entry door kit is \$3,450.00 and the fire frame window simulator is \$2,930.00.

The Fire Department Sinking Fund has \$25,974.34 in it. It should be noted that the fund has performed quite well this year, as well, due to collections off of fire runs and donations that have been provided to the Morenci Fire Department in this fiscal year.

While this is an unbudgeted expenditure, I do believe that the expenditure is appropriate, as Fire Chief Lonis had donations earmarked especially for these purchases. It should be noted that I am seeking the New Equipment / Grant Match line-item be increased to \$11,990.29, which includes the \$3,490.29 already expended on other items this fiscal year, and the \$8,500.00 donation that Fire Chief Lonis received.

After discussion, I offer the following motions:

"I move to increase the Fire Sinking Fund line-item for New Equipment / Grant Match to \$11,990.29."

"I move to authorize the purchase of a forcible entry door kit from P.A.R. Training LLC in the amount of \$3,450.00 and the purchase of a Fire-Frame Window Simulator in the amount of \$2,930.00 from Firehouse Fabricators."



Firehouse Fabricators Inc
5165043473

196 SHERIDAN BLVD
MINEOLA, New York
11501
United States

Prepared For
Brad Lonis
Morenci Fire Department
703 E. Main St.
Morenci, Michigan
49256
United States

Estimate Date
03/19/2021

Estimate Number
2021-94

Description	Rate	Qty	Line Total
Fire-Frame Window Simulator VES Training prop	\$2,500.00	1	\$2,500.00
Fire-Frame Window Panes Additional set of 6	\$180.00	1	\$180.00
Shipping & Handling	\$250.00	1	\$250.00
	Subtotal		2,930.00
	Tax		0.00
	Estimate Total (USD)		\$2,930.00

Terms

Quote valid 90 days.

User: MICHAEL
DB: Morenci

PERIOD ENDING 03/31/2021

& Fiscal Year Completed: 75.07

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL (ABNORMAL)	03/31/2021	03/31/2021	MONTH 03/31/2021	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	% BDTG USED
Fund 456 - FIRE DEPT SINKING FUND										
Revenues										
Dept 000										
456-000-40512.000	GENERAL FUND REVENUE	0.00		0.00		0.00		0.00		0.00
456-000-60000.000	FUNDS FWD	0.00		0.00		0.00		0.00		0.00
456-000-62600.000	FIRE RUNS	6,000.00		10,800.00		5,200.00		(4,800.00)		180.00
456-000-65000.000	DONATIONS/GRANTS	6,530.00		20,030.00		8,500.00		(13,500.00)		306.74
456-000-67000.000	MISC. INCOME	1,000.00		1,000.00		0.00		0.00		100.00
456-000-67100.000	INTEREST INCOME	250.00		30.13		0.00		219.87		12.05
456-000-67400.000	GRANTS	0.00		0.00		0.00		0.00		0.00
456-000-67610.000	TRANSFER IN (FIRE)	15,000.00		15,000.00		0.00		0.00		100.00
Total Dept 000		28,780.00		46,860.13		13,700.00		(18,080.13)		162.82
TOTAL REVENUES		28,780.00		46,860.13		13,700.00		(18,080.13)		162.82
Expenditures										
Dept 502 - FIRE DEBT EXPENSES										
456-502-95600.000	MISC. AND/OR ALLOCATIONS	0.00		0.00		0.00		0.00		0.00
456-502-97000.000	CAPITAL OUTLAY	0.00		0.00		0.00		0.00		0.00
456-502-97700.000	NEW EQUIPMENT/GRANT MATCH	3,490.29		3,490.29		0.00		0.00		100.00
456-502-97770.000	FIRE TRUCK REPAIR/REPLACEMENT EXPENSES	0.00		0.00		0.00		0.00		0.00
456-502-97800.000	PROTECTIVE CLOTHING	0.00		0.00		0.00		0.00		0.00
456-502-97900.000	CONTINGENCY FUND	0.00		0.00		0.00		0.00		0.00
456-502-99000.000	TRANSFER OUT	20,000.00		20,000.00		20,000.00		0.00		100.00
Total Dept 502 - FIRE DEBT EXPENSES		23,490.29		23,490.29		20,000.00		0.00		100.00
TOTAL EXPENDITURES		23,490.29		23,490.29		20,000.00		0.00		100.00
Fund 456 - FIRE DEPT SINKING FUND:										
TOTAL REVENUES		28,780.00		46,860.13		13,700.00		(18,080.13)		162.82
TOTAL EXPENDITURES		23,490.29		23,490.29		20,000.00		0.00		100.00
NET OF REVENUES & EXPENDITURES		5,289.71		23,369.84		(6,300.00)		(18,080.13)		441.80



"One Team, One Town, One Family"

**Morenci City Offices
118 Orchard Street
Morenci, MI 49256
(517) 458-6828**

TO: Morenci City Council

FROM: Michael S. Sessions, City Superintendent / City Clerk

DATE: 3/25/2021

SUBJECT: April 12, 2021 Regular City Council Meeting

I have been invited by both Medina and Seneca Townships to speak to their respective Board of Trustees on April 12, 2021 at the same time as our Regular City Council Meeting for April 2021 to discuss the drafting of new EMS contracts.

In addition to that, two (2) City Councilors will be out of town on April 12, 2021 and unable to participate in the Morenci City Council meeting.

Due to these absences, I have spoken to Mayor Sean Seger about moving the next Regular City Council Meeting to April 19, 2021. Mayor Seger understands the reasons why and has asked me to include this as an agenda item.

With that said, I offer the following motion moving the Regular City Council Meeting scheduled for April 12, 2021 to April 19, 2021:

"I move to move the Regular City Council Meeting scheduled for April 12, 2021 to April 19, 2021 at 7:30 p.m."