



CITY OF LESLIE, MICHIGAN

COMPETITIVE SEALED BID

LABELED: "Purchase of Real Property"
Located at V/L Rice, Leslie, MI 49251, Parcel No. 33-17-14-27-176-011

**DOCUMENTS ARE DUE TO THE CITY MANAGER PRIOR TO:
12:00 PM, WEDNESDAY, DECEMBER 1, 2021**

**NO LATE BIDS WILL BE ACCEPTED
ONE ORIGINAL AND ONE COPY OF BID REQUIRED**

Bid documents may be obtained in person at the City of Leslie City Hall or
online from the City web site at www.cityofleslie.org

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

Hand Delivery:

CITY OF LESLIE
SUE MONTENEGRO, CITY MANAGER
602 W. Bellevue Street
Leslie, MI 49251

Mail Delivery:

CITY OF LESLIE
SUE MONTENEGRO, CITY MANAGER
PO Box 496
Leslie, MI 49251

FOR ADDITIONAL INFORMATION CONCERNING THIS BID; PLEASE CONTACT
SUE MONTENEGRO AT (517) 589-8236.

PUBLIC NOTICE

REQUEST FOR SEALED BIDS LABELED: "PURCHASE OF REAL PROPERTY" LOCATED AT Located at Rice, Leslie, MI 49251, Parcel No. 33-17-14-27-176-011

The City of Leslie (the "City") is accepting sealed bids for the Purchase of City-owned real property described below (the "Property"). The City will consider bids offering cash, readily available and/or certified funds. No late, emailed or faxed bids will be accepted. **The receipt of responses does not require the City to accept any bid, enter into a Purchase Agreement, or to complete a sale.** The City is not required to accept any particular bid, regardless of its terms, and has the absolute right and discretion to reject all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid.

The bid documents may be obtained in person at the Leslie City Hall or online by visiting the City web site at www.cityofleslie.org. The City will receive responses to this Sealed Bid at the Leslie City Hall to the attention of Sue Montenegro, City Manager, at the Hand Delivery address of 602 W. Bellevue Leslie, MI 49251 or the Mail Delivery address of PO Box 496 Leslie, MI 49251. **Completed Bid documents are due no later than 12:00 PM WEDNESDAY, December 1, 2021 ("Bid Deadline").** Use of the U.S. Postal Service, private delivery companies, or courier services is undertaken at the sole risk of the bidder. It is the bidder's sole responsibility to ensure that the bid is in the possession of the City by the Bid Deadline. The City will date and time-stamp each bid upon submission, and a receipt will be provided to the respective bidder. The bids will be reported to the City at a Special Meeting of the Leslie City Council on **Wednesday, December 1, 2021 at 7:00 PM.** The City Council shall have the discretion to reject any and all bids, for any reason whatsoever, and to contact any bidder after the Bid Deadline to clarify or negotiate any proposed terms.

Description/Location: Approximately 8.3046 acres of vacant land commonly known as V/L Rice, Leslie, MI 49251 located in the City of Leslie Business Park and bearing Tax Parcel No. 33-17-14-27-176-011.

A survey depicting the location and with the full legal description is attached. The property is zoned M1 Industrial. This property is eligible for establishment of a cannabis-related business. The property is in the City Limits and subject to the terms and conditions of the Protective Covenants of the Leslie Business Park, all ordinances, rules, regulations and laws of the City, County and State of Michigan, and other applicable jurisdictions and authorities.

Conditions of the Sale:

- A definitive Purchase Agreement will be presented to and signed by the successful bidder and the City.
- The property is being sold "as is, where is, with all faults", and subject to all existing easements of and restrictions of record, and is further subject to the terms and conditions of the Protective Covenants of the Leslie Business Park, including but not limited to the prohibition against any retail sales of any kind to the public from any use or business conducted on the Property, and the covenant deed conveying title to the property shall contain a statement to such affect.
- The property is further being sold subject to the following conditions that shall be stated in the covenant deed conveying title to the property: The Purchaser shall begin

construction of approved buildings upon the Property building site no later than twelve (12) months from the date of the Closing and all construction shall be completed within twenty-four (24) months after the start of construction. If construction has not begun or has not been completed within the time limits specified herein, the City of Leslie, its successors or assigns may in its absolute discretion extend the completion time in writing. The City of Leslie shall also retain the option, which shall survive closing, of refunding the Purchase Price and taking possession of the land if actual physical construction on the Property pursuant to a building permit does not begin in a timely manner. At the time of such refund of the Purchase Price, the Purchaser shall execute and deliver to the City of Leslie a good and sufficient covenant deed to re-convey the property to the City. If Purchaser fails to re-convey the property within ten (10) days following written demand and tender of the refund, then the City may file a claim of interest with the Ingham County Register of Deeds and Purchaser shall be responsible for any and all costs incurred by the City, including actual attorney fees sustained in regaining possession of and title to the property.

- Bidder/Purchaser shall have up to 45 days of entry into the Purchase Agreement to complete inspections and due diligence.
- Closing on the Property must occur within 75 days of entry into the Purchase Agreement.
- The City may contact unsuccessful bidders, make counter-offers, negotiate additional terms and/or accept back-up offers on the Property.
- Bidder/Purchaser is responsible for obtaining any title history information and title insurance desired by Bidder/ Purchaser.
- The City has no environmental information regarding the property and makes no representations regarding the condition of the Property or its fitness for any particular purpose. Bidder/Purchaser is responsible for any environmental inspections or investigation.
- All closing costs shall be paid by Bidder/Purchaser.
- For construction, remodeling or updating of the building on the Property, Purchaser agrees to comply with all City zoning, building and permitting regulations.

Earnest Money Deposit: The successful Bidder shall deposit the sum of Five percent (5%) of the Purchase Price and enter into an earnest money escrow agreement with a title company on terms acceptable to the City at the time the Purchase Agreement is entered into.

Minimum Bid Amount: A minimum bid of at least **Two Hundred Ninety Thousand Six Hundred Sixty-One and 00/100 Dollars (\$290,661.00)** has been set relative to fair market value. Selection will be made on basis of the bid, the proposed use and any other financial considerations that is determined to be in the best interests of the City. In the event the selected bidder should default or fail to close on the purchase the Property as required in the earnest money escrow agreement or Purchase Agreement, the City may contact any or all unsuccessful bidders without further notice or publication being required. The City is not required to accept any bid or to complete the sale of the Property unless and until it enters into the Purchase Agreement and then the City's obligations will be subject to the terms and conditions of the Purchase Agreement. The City reserves the right to reject any or all bids. Additionally, the City reserves the right to waive insignificant and administrative errors found in any bid. The City reserves the right to reject a bid if it is found that collusion exists among bidders. In addition, if a

Bidder submits two (2) or more bids on the same Property, the City will automatically reject the lower bid(s).

Certification of Financial Ability to Pay Purchase Price: Certification of financial ability to pay the offered purchase price is required on the bid form.

Brokers or Real Estate Agents Fee: The City is not represented by a broker or real estate agent and no seller's or listing fee will be paid to a broker or real estate agent. The City will not be responsible for Purchaser's/Bidder's broker or real estate agent fees.

Contact: Please submit written questions regarding this sealed bid to:

SUE MONTENEGRO at (517) 589-8236.

NO LOBBYING OF CITY EMPLOYEES, CITY OFFICIALS, OR CITY COUNCIL MEMBERS WILL BE PERMITTED OR TOLERATED. THE CITY WILL NOT PROVIDE INFORMATION ABOUT ITS DETERMINATION OR ANY BIDS RECEIVED UNTIL AFTER THE AWARD OF THE PURCHASE AGREEMENT.

Information Provided by City: Information included in or provided with this request for sealed bids is provided solely for the convenience of the bidders. WHILE THIS INFORMATION IS BELIEVED TO BE ACCURATE, NO REPRESENTATION OR WARRANTY OF ANY KIND IS MADE BY THE CITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION INCLUDED IN OR PROVIDED WITH THIS REQUEST FOR SEALED BIDS. Bidders are solely responsible for conducting such independent due diligence investigations as may be necessary for the preparation of bids. The City and its employees, consultants, agents, and advisors are not and will not be responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this bidding process.

Costs and Expenses of Bidders: The City accepts no liability under any circumstances for any costs or expenses incurred by bidders in making a bid, visiting and evaluating the properties, attending any meetings or interviews, participating in negotiations of the agreement, or in acquiring information, clarifying or responding to any condition, request, or standard contained in this request for sealed bids. Each bidder who participates in this bidding process does so at its own expense and risk and agrees that the City shall not reimburse any costs incurred during this process, whether or not any award results from the solicitation.

INDEMNIFICATION: *Bidder does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees, in both their official and individual capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of bidder, his officers, agents, employees, subcontractors, invitees or another person, or for any claim, loss damage, suits, demand or cause of action relating to the bid, award, negotiation, or selection of bidder arising out of or in connection with this request for sealed bids, and bidder will at his or her own cost and expense defend and protect the City from any and all such claims and demands.*

Bidder does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property occasioned by error, omission, or negligent act of the City, its officers, agents, employees, subcontractors, invitees or any other person, or for any claim, loss, damage, suit, demand or cause of action relating to the bid, award, negotiation, or selection of bidder arising out of or in connection with this request for sealed bids, and bidder will at his or her own cost and expense defend and protect the City from any and all such claims and demands. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention that the indemnity provided for in this paragraph is indemnity by the bidder to indemnify and protect the City from the consequences of the City's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

In any and all claims against any party indemnified hereunder by bidder, any agent, officer, member, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for bidder or any subcontractors under workman's compensation or other employee benefits act. By submission of a response to this request for sealed bids, bidder agrees that it shall be bound by the indemnification and remedy provisions of this request for sealed bids. If any liability claims, losses, damages, suits, demands or causes of action arise out of this request for sealed bids, the City may seek payment of any expenses incurred in defense, settlement, or payment of any judgments, costs, fees, charges, expenses, or any expenditure necessary due to the liability, claims, losses, damages, suits, demands or causes of action that arises out of this request for sealed bids from the bid security provided by bidder pursuant to this request for sealed bids.

Withdrawing of Bid: Bids may be withdrawn any time prior to the official opening; a request for the non-consideration of bids must be made in writing to the City Manager or City Clerk, and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Assignment: The successful bidder may not assign its rights and duties in the event it is selected for award of sale without the written consent of the Mayor. Such consent shall not relieve the assignor of liability in the event of default by his/her assignee.

Governing Law and Venue: The construction and validity of the Purchase Agreement shall be governed by the laws of the State of Michigan. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Ingham County, Michigan.

Sovereign Immunity: Nothing in this request for sealed bids is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Michigan Law, including but not limited to, sovereign immunity or official immunity and it is expressly agreed that the City reserves such privileges.

Bidder's Representation:

By submitting its bid, Bidder represents that:

- a. Bidder has read and understands this solicitation;
- b. Bidder's bid is made in accordance with this solicitation;
- c. Bidder's bid is based upon the information set forth in this solicitation; and
- d. Bidder accepts the terms and conditions stated in this request for sealed bids and on the Bid form.

[Remainder of page left intentionally blank]



CITY OF LESLIE, MICHIGAN
BID FORM
Purchase of Real Property

Description	Amount Bid
<p>See Attached for Legal Description Tax Parcel # 33-17-14-27-176-011 more commonly known as V/L Rice, Leslie, MI 49251</p>	<p>\$ _____</p>

Check One:

Bidder is not represented by a broker or real estate agent.

Bidder is represented by the following broker or real estate agent:

Name: _____

Address: _____

License No.: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

INCLUDE WITH THIS BID FORM A BRIEF SUMMARY OF YOUR INTENDED USE OF THE PROPERTY, VERIFICATION AND SOURCE OF FUNDS, AND ANY OTHER DOCUMENTS/INFORMATION YOU WISH TO BE CONSIDERED.

CERTIFICATIONS:

Initial: _____ The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Further, Bidder further certifies that it has the Cash or Pre-approved credit to pay the purchase price offered in cash or readily available funds. **A VERIFICATION AND SOURCE OF FUNDS MUST BE ATTACHED TO THE BID.**

Initial: _____ I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past 6 months, directly or indirectly involved in any activity or agreement to control the price of the Property, or to influence any person/persons to bid or not bid thereon.

Initial: _____ I hereby acknowledge that the receipt of bid responses does not require the City to accept any bid, enter into any Purchase Agreement or to complete a sale or exchange of the Property. Further, any and all bids may be rejected by the City without any recourse by the undersigned.

Initial: _____ I hereby certify that if I am signing on behalf of an entity as Bidder, that I am duly authorized and empowered to execute this Bid on behalf of the entity whom I represent.

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail Address: _____

By: _____ Title: _____

Federal ID#/Social Security Number: _____

Signature: _____

STATE OF MICHIGAN)

)ss

COUNTY OF _____)

BEFORE ME, the undersigned, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and ACKNOWLEDGED to me that she/he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

_____, County, State of Michigan
My Commission Expires: _____
Acting in _____, County