



Grand Ledge City Council  
Regular Meeting Agenda

**REGULAR MEETING AGENDA**  
**MONDAY, 24 AUGUST 2015**  
**7:30 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**310 GREENWOOD ST., GRAND LEDGE MI 48837**

- I. **ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems
  
- II. **PLEDGE OF ALLEGIANCE** – Any person(s) attending may participate in reciting the Pledge of Allegiance to the American Flag. The Mayor may choose to designate, with their consent, a Council member or a person attending to lead the Pledge of Allegiance. The City Council shall not require any Council member or person(s) attending to recite the Pledge of Allegiance.
  
- III. **AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.
  
- IV. **APPROVAL OF CONSENT AGENDA** – The City Council approves items listed on the consent agenda by a single roll call vote without debate. If the City Council desires to debate any item listed on the consent agenda, it may remove the item and place it on the regular agenda for consideration in due order.
  - A. **Motion** – To approve the Monday, 24 August 2015 City Council consent agenda, as follows:
    - i. Financial transactions and bills.
    - ii. Monday, 10 August 2015 regular City Council minutes.
  
- V. **APPROVAL OF REGULAR AGENDA** – The City Council may remove any item from or add any item to the regular agenda.
  - A. **Motion** – To approve the Monday, 24 August 2015 regular City Council agenda.
  
- VI. **COMMITTEE AND BOARD REPORTS** – Council members and staff may report on discussions and actions of committees and boards.
  
- VII. **STAFF REPORTS** – The City Council may receive reports from various department heads.
  
- VIII. **UNFINISHED BUSINESS** – The City Council may again debate any item(s) previously debated but not finally disposed of and may or may not act upon the item(s) as indicated below.
  
- IX. **NEW BUSINESS** – The City Council may debate any item(s) under its authority not previously debated and may or may not act upon the item(s) as indicated below.

- A. **Resolution** – To approve and authorize a Bid Award to Lansing Asphalt for milling, grading, asphalt paving, and traffic control.
- B. **Motion** – To provide letter allowing reallocation of 2015-2016 Eaton County Solid Waste Alternatives Grant Funding **OR**  
**Resolution** – To approve the 2015 - 2016 Eaton County Solid Waste Alternatives Grant Program Agreement.
- C. **Motion** – To waive the temporary hiring freeze to hire a full-time Police Officer.
- D. **Motion** – To rescind the temporary hiring freeze implemented, 12 March 2001.
- X. **AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.
- XI. **COMMUNICATIONS FROM THE MAYOR AND COUNCIL** – The Mayor may make appointments and reappointments to boards and committees, may report on subjects referred by Council members, staff and residents, and may comment on any subject. City Council members may comment on any subject.
- XII. **CLOSED SESSION** – The Open Meetings Act allows the City Council to discuss certain subjects without the presence of the public. The City Council may request a staff member or any other person the City Council determines to be necessary, by a majority of the Council members present, to attend the closed session. All persons not requested by the City Council to stay must leave the Council chambers. Once the Closed Session has ended, the City Council will resume the regular meeting.
- XIII. **ADJOURNMENT** – When the City Council has completed all items listed on the approved agenda, it may not take any further action until its next regular meeting or a special meeting. If the time is significantly late and items remain on the approved agenda, the presiding officer may ask for a motion to adjourn the meeting to another specific date, time, and place at which to resume and complete the approved agenda.

  
\_\_\_\_\_  
Amee King, Assistant City Administrator

**THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 14 SEPTEMBER 2015, AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN**

<b>Accounts Payable Checks 8/25/15</b>		
(detail attached)		<b>\$ 106,435.14</b>
<b>CONSUMERS</b>	<b>ADDRESS</b>	<b>auto pay</b>
<b>ENERGY</b>		<b>July 2015</b>
1000 2614 1505	200 E JEFFERSON ST	581.99
1000 2628 2879	319 TAYLOR	19.47
1030 0175 8046	310 GREENWOOD ST	5,827.25
1000 2632 0208	401 WHITNEY	24.32
1000 6503 2888	137 FITZGERALD PARK DR	117.30
1000 0011 7810	STREET LIGHTS	7,582.94
1000 0011 7315	TRAFFIC LIGHTS	39.67
1000 2604 3289	525 E RIVER ST	251.79
1000 2628 9585	138 W RIVER ST	80.82
1000 2628 9809	138 W RIVER ST concession	98.31
1000 2811 9137	204 W RIVER ST	102.59
1000 2619 7168	301 OAKWOOD ST	69.94
1000 0011 7539	RIVER ST PARKING (AREA)	129.36
1000 2614 1323	118 E JEFFERSON ST	30.91
1000 2716 1031	301 N BRIDGE ST	167.88
1000 2796 1646	113 W JEFFERSON ST	191.84
1000 5644 7632	217 N BRIDGE ST	67.30
1000 2960 7205	16825 WRIGHT RD	56.35
1000 2960 7395	16815 WRIGHT RD	810.28
1000 3582 7383	1288 HANGAR WAY	170.94
1000 3582 7573	1201 HANGAR WAY	48.71
1000 2940 7374	100 WINSTANLEY BLVD	110.68
1000 2604 0277	429 E RIVER ST	56.88
1000 2702 7455	320 E SAGINAW HWY	514.64
1000 2702 7679	318 E SAGINAW HWY	1,467.36
1000 2712 6430	698 FIELDVIEW DR	1,435.00
1000 2735 6268	229 W FRONT ST	46.61
1000 2927 9278	1174 COMET LN	1,650.60
1000 2702 7240	318 1/2 E SAGINAW	3,012.98
1000 5192 1540	318 E SAGINAW HWY #B	874.98
<b>1000 2652 8974</b>	13253 LAWSON RD	198.84
1000 0008 3368	3780 JEFFERSON HWY	15,172.68
1000 2632 9001	3760 FITZGERALD PK	20.05
1000 2628 9908	400 WHITNEY	166.99
1000 2669 5781	1000 W JEFFERSON	761.57
1000 2778 5425	33 LOCH CIR	44.60
1000 2935 2018	10850 W EATON HWY	125.24
<b>1000 2652 8974</b>	13253 LAWSON RD	198.84
	<b>Total Consumers Energy</b>	<b>42,328.50</b>
<b>FRONTIER COMMUNICATIONS</b>		<b>auto pay</b>
<b>phone number</b>	<b>location</b>	<b>July 2015</b>
517 627 0905	Booster Station	38.56
517 627 2144	Public Service	223.46
517 627 3001	Iron Removal	98.45
517 627 5512	W River Lift	39.56
517 627 5744	WWTP	248.18
517 627 9152	W Jefferson Lift	38.92
517 627 9780	Airport	40.99
	<b>Total Frontier</b>	<b>728.12</b>
<b>CREDIT CARD CHARGES DUE 8/28/15</b>		
	admin/operations expense	<b>1,311.54</b>
<b>TOTAL PAYMENTS</b>		<b>150,803.30</b>

vendor	description	amount
44 NORTH	HRA & TELEDOK - SEPT 2015	796.80
AC & E	PORTABLE AT AIRPORT	78.00
ALEXANDER CHEMICAL CORP.	CHLORINE	1,890.00
ALEXANDER CHEMICAL CORP.	CONTAINER DEPOSIT	-900.00
ANTHONY KRUCKEBERG	DEPOSIT - 623 W FRONT ST	98.60
AYLES TREE SERVICE, INC	TREE REMOVAL	3,575.00
BADER & SONS CO.	TRIMMERL LINE	65.90
BLUE CROSS BLUE SHIELD	007017086/DIV 0000 - SEPT2015	10,161.41
BLUE CROSS BLUE SHIELD	007017086/DIV 0001-SEPT 2015	9,797.94
BLUE CROSS BLUE SHIELD	007017086/DIV 0002 - SEPT 2015	1,842.29
BLUE CROSS BLUE SHIELD	007017086/DIV 0003 - SEPT 2015	7,434.93
CHICAGO TITLE OF MICHIGAN	OVERPAY WATER BILL	3.12
CITY OF GRAND LEDGE-WATER	FINAL WATER - 101 E SCOTT	21.25
CITY OF GRAND LEDGE-WATER	FINAL - 818 DEGROFF - DEPOSIT	96.64
CITY OF GRAND LEDGE-WATER	FINAL - 227 W LINCOLN - DEPOSI	175.04
CITY OF GRAND LEDGE-WATER	FINAL - 623 W FRONT - DEPOSIT	1.40
CRAIG ELECTRIC	LIFT STATION REPAIR	390.88
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	97.50
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	31.38
DEANTHONY JONES	JC PARK DEPOSIT 08/15/15	100.00
DORNBOS SIGN & SAFETY INC	SIGNS FOR AIRPORT	296.25
DORNBOS SIGN & SAFETY INC	SIGNS FOR ONE WAY AT CH	289.60
EAGLE TOWNSHIP	ACT 425 - 2015	517.36
EATON COUNTY TREASURER	LEDGEWAY TRLR TAX - JULY 2015	385.00
EATON COUNTY TREASURER	BOR - JULY 2015	47.87
EATON COUNTY TREASURER	MTT DOCKET #1455032	12,435.83
EATON COUNTY TREASURER	MTT DOCKET #1455032	276.69
EATON FED SAVINGS BANK	OVERPAY TAX 400-044-201-940-00	359.38
GERALD ZIMMERMAN	JC PARK PAV DEPOSIT 08/08/15	100.00
GRAND LEDGE AUTO PARTS INC	OIL/FILTERS	44.52
GRAND LEDGE AUTO PARTS INC	BATTERY	109.37
GRAND LEDGE AUTO PARTS INC	BRAKE ROTORS/PADS	279.01
GRAND LEDGE AUTO PARTS INC	OXYGEN SENSOR	50.34
GRAND LEDGE FORD LINCOLN	MOULDING	50.44
GRAND LEDGE FORD LINCOLN	SHAFT ASSEMBLY	214.93
GRANGER	109 FITZGERALD FIELD - RUBBISH	62.59
GRANGER	138 W RIVER ST - RUBBISH REMOV	72.24
GRANGER	401 WHITNEY - RUBBISH REMOVAL	82.35
GRANGER	525 E RIVER ST - RUBBISH REMOV	60.30
GRANGER	401 WHITNEY ST - RECYCLING	1,037.00
GRANGER	13253 LAWSON ROAD - RUBBISH RE	63.12
GRANGER	310 GREENWOOD - TRASH	70.00
INSTY PRINTS	2-SIDED BUSINESS CARDS	98.00
IT RIGHT	PC REPAIR/POWER SUPPLY	65.00
J O GALLOUP COMPANY	SUPPLY PARTS	21.95
JIM DICKERSON	JC PARK PAV DEPOSIT 08/09/15	100.00
KAREN NOLLEN	DEPOSIT - 504 JONES	100.00
KRISTY WELCH	REFUND FOR JC PARK	150.00
LANSING ASPHALT	PAVING MATERIAL	6,900.00
LANSING ASPHALT	PAVING MATERIAL	404.74
LANSING UNIFORM COMPANY	UNIFORMS-STOCK	75.00
LYLE FORCIA	DEPOSIT - 227 W LINCOLN	74.96
LYLE'S COLLISION AND RESTORE.	REPAIR	793.52
MAURER'S TEXTILE RENTAL	RUGS - POLICE DEPT	18.24
MENARDS - LANSING WEST	1/4" AND 1/2" UTL LOCK KEY RET	-24.58
MENARDS - LANSING WEST	UTL LOCK KEYS	36.55
MENARDS - LANSING WEST	3/4" UTL LOCK KEY	15.96
MENARDS - LANSING WEST	STANDARD BOARD/CHEMICALS	17.13
MENARDS - LANSING WEST	CLEANING SUPPLIES	47.99

vendor	description	amount
MERITAIN HEALTH COMPANY	FLEX ADMIN - SEPT 2015	178.80
MI MUNICIPAL RISK MGMT	TRAINING - ALLEN AND PLESSCHER	340.00
MICHAEL R KLUCK & ASSOCIATES	ARBITRATE 07/15/15	746.53
MICHIGAN LAW ENFORCEMENT	TRAINING - UNDERHILL/BLEIVERNI	400.00
MICHIGAN MUNICIPAL LEAGUE	UTIL SUPER CLASSIFIED	47.60
MICHIGAN MUNICIPAL LEAGUE	EQUIP OPER CLASSIFIED	53.60
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECT 08/14/15	905.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 08/07/15	1,229.00
MSU FEDERAL CREDIT UNION	OVERPAY TAX 400-065-801-080-00	2,460.73
NORTH STAR TITLE INS AGENCY	OVERPAY TAX 400-078-003-142-00	85.12
PETERS AND MURRAY FUNERAL HOME	THOMPSON FOUND - OVERPAY	92.40
REPCO PAPER, BAGS AND MORE	SPONGES - WWTP	63.00
RICHARDSON BUSINESS MACHINES	PREPRINTED CARDS	15.00
RIPKA, BOROSKI & ASSOC, LLC	REPORTER/TRANSCRIPT07/15/15	193.90
ROBERT HARTMAN	ISLAND GAZEBO DEPOSIT 08/08/15	100.00
SHAPE IT UP	DEPOSIT - 101 E SCOTT	228.75
SHELL FLEET PLUS	FUEL - ACCT #065 270 068	1,725.60
STATE OF MICHIGAN	SOR REGISTRATIONS - MI2343500	60.00
SYNAGRO CENTRAL	BIOSOLIDS ANALYSIS	881.80
TERESA DEWEY	DEPOSIT - 818 DEGROFF	153.36
TIM COTE	CLEANING 08/10/15 - 08/23/15	500.00
TIM COTE	CLEAN UP OF WATER - OLD BLDG	175.00
TRUE VALUE HARDWARE	LOCK/MARKING WAND/ANGLE	48.45
TRUE VALUE HARDWARE	DRAW LOCK RETURN	-19.47
TRUE VALUE HARDWARE	BATTERY	14.47
TRUE VALUE HARDWARE	CONCRETE MIX - CEMETERY	9.98
TRUE VALUE HARDWARE	BLEACH	3.29
TRUE VALUE HARDWARE	KEYS	5.67
TRUE VALUE HARDWARE	BLADE SHARPENING	10.00
TRUE VALUE HARDWARE	SUPPLIES	7.49
TRUE VALUE HARDWARE	STAPLES	4.49
TRUE VALUE HARDWARE	HARWARE/FASTENERS	3.90
UNION BANK MORTGAGE CO	OVERPAY 400-063-605-004-16	1,200.54
USA BLUE BOOK	MESH SCREEN/SLEDGE HAMMER	481.57
WINZER CORPORATION	SUPPLIES	192.59
ZIEMNICK FOSTER ENG., LLC	MEADOW WOODS EAST- JULY 2015	7,075.75
ZIEMNICK FOSTER ENG., LLC	PH1 JENNE ST - JULY 2015	24,604.50
ZIEMNICK FOSTER ENG., LLC	GL AS NEEDED - JULY 2015	600.00
	<b>total</b>	<b>106,435.14</b>

**GRAND LEDGE CITY COUNCIL  
310 GREENWOOD ST.  
GRAND LEDGE MI 48837  
(517) 627-2149**

**CITY COUNCIL MINUTES – REGULAR MEETING  
MONDAY, 10 AUGUST 2015  
7:30 P.M.  
COUNCIL CHAMBERS, CITY HALL  
310 GREENWOOD ST.**

- I. ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems  
**OTHERS PRESENT** – Adam Smith, City Administrator; Ameer King, Assistant City Administrator;

**II. PLEDGE OF ALLEGIANCE**

Mayor Smith led those in attendance in the Pledge of Allegiance.

**III. AUDIENCE PARTICIPATION**

**IV. APPROVAL OF CONSENT AGENDA**

- A. Motion (from staff)** – To approve the Monday, 10 August 2015 City Council consent agenda, as follows:
- i. Financial transactions and bills.
  - ii. Monday, 27 July 2015 regular City Council minutes.
  - iii. Monday, 27 July 2015 Closed Session minutes.
  - iv. Resolution #50 of 2015 – To amend Resolution #49 of 2015, to submit to the electors of the City of Grand Ledge at the election to be held on Tuesday, 03 November 2015, a Ballot Question to amend the City Charter.
  - v. Right-of-Way Use application from Rachel Buffenbarger for a 22 August 2015 block party.
  - vi. Designate Adam Smith, City Administrator, as the City's Voting Delegate at the 2015 Michigan Municipal League Annual Meeting.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MONDAY, 10 AUGUST 2015 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

**V. APPROVAL OF REGULAR AGENDA**

- A. Motion** – To approve the Monday, 10 August 2015 regular City Council agenda.

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER MULDER SECONDED, TO APPROVE THE MONDAY, 10 AUGUST 2015 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

**VI. COMMITTEE AND BOARD REPORTS**

**VII. STAFF REPORTS**

**Administrator's Office**

Adam Smith, City Administrator, explained monthly staff reports to City Council will include a written report and attendance for verbal comments or questions, reported on the temporary traffic order making Greenwood St. one-way to help with traffic concerns at the Greenwood / Washington / Clinton intersection and to allow for adequate parking, mentioned the Michigan Municipal League Annual Convention, and mentioned the revenue / expenditure report from the Finance Department.

**Police Department**

Chris Blievernicht, Lieutenant, reported on the ongoing hiring process.

**Department of Public Services**

Larry LaHaie, Service Director, reviewed the Department of Public Service monthly report, and mentioned the seasonal employee priming and painting fire hydrants this summer.

**Planning and Zoning Department**

Susan Stachowiak, Zoning Administrator, reported there are very few vacant homes right now, reported on the low use of lawn mowing contractors this year, reported on the Speedway project, reported the Planning Commission approved the Grand Ledge Area District Library Site Plan, reported the Zoning Board of Appeals approved a variance for additional signage for the Speedway project, reported the Planning Commission continues to work on Zoning Ordinance amendments, reported on accessory buildings in the downtown, and reported the Planning Commission will begin working to update the Master Plan at its September meeting.

- A. Motion** – To receive the July 2015 staff reports and place on file.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO RECEIVE THE JULY 2015 STAFF REPORTS AND PLACE ON FILE. MOTION CARRIED UNANIMOUSLY.

**VIII. UNFINISHED BUSINESS**

**IX. NEW BUSINESS**

- A. Resolution #51 of 2015** – To approve and authorize a bid award to Asphalt Restoration, Inc, for overband crack filling.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO ADOPT RESOLUTION #51 OF 2015, TO APPROVE AND AUTHORIZE A BID AWARD TO ASPHALT RESTORATION, INC, FOR OVERBAND CRACK FILLING.

Adam Smith, City Administrator, recommended awarding the bid for overband crack filling to Asphalt Restoration, Inc.

MOTION TO ADOPT RESOLUTION #51 OF 2015, TO APPROVE AND AUTHORIZE A BID AWARD TO ASPHALT RESTORATION, INC, FOR OVERBAND CRACK FILLING, CARRIED UNANIMOUSLY.

- B. Resolution #52 of 2015** – To approve an Agreement with the Grand Ledge Public Schools for Community Recreation Program Administration.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO ADOPT RESOLUTION #52 OF 2015, TO APPROVE AN AGREEMENT WITH THE GRAND LEDGE PUBLIC SCHOOLS FOR COMMUNITY RECREATION PROGRAM ADMINISTRATION.

Adam Smith, City Administrator, explained the proposal will enhance recreation programs, explained the agreement pays \$50,000 each year for two years, and explained the expectation for self-funded recreation programs after the two years.

MOTION TO ADOPT RESOLUTION #52 OF 2015, TO APPROVE AN AGREEMENT WITH THE GRAND LEDGE PUBLIC SCHOOLS FOR COMMUNITY RECREATION PROGRAM ADMINISTRATION, CARRIED UNANIMOUSLY.

**X. AUDIENCE PARTICIPATION**

**XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL**

**XII. CLOSED SESSION**

**XIII. ADJOURNMENT**

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADJOURN THE MONDAY, 10 AUGUST 2015, REGULAR CITY COUNCIL MEETING, AT 8:19 P.M. MOTION CARRIED UNANIMOUSLY.

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Gregory L. Newman, City Clerk

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Kalmin D. Smith, Mayor

To: Grand Ledge City Council  
From: Adam R. Smith, City Administrator  
Date: August 21, 2015  
Re: Report & Recommendations for August 24, 2015 Council Meeting



**IV. A. i. Financial transactions and bills.**

**[Consent Agenda]**

In an effort to continually advance our commitment to transparency, the consent agenda's financial transactions and bills item will, moving forward, include an accounts payable summary that provides vendor, description, and amount details.

**IX. A. Resolution – To approve and authorize a bid award to Lansing Asphalt for milling, grading, asphalt paving, and traffic control.**

**[Action Item]**

Recommendation to award Lansing Asphalt milling, grading, asphalt paving, and traffic control on City streets (2015) for the bid amount of \$0.18/sf milling and \$69.85/ton HMA 13A in accordance with Fiscal Year 2016 Budget allowances of \$101,250 as recommended by Public Service Director LaHaie. As a result of the actual bid amount being lower than estimated in addition to the work on Candela, Old Post, Waxen Way, and Flickerham (in the amount of \$49,785.45) we have the ability to complete the additional milling and paving as previously planned but postponed for Elizabeth, Howell, and Fleming (\$49,270 est. same unit costs extended). *Please refer to attached DPS memorandum and bid document.*

**IX. B. Eaton County Solid Waste Alternatives Grant Program**

**[Action Item]**

Eaton County Board of Commissioners approved \$20,000 in funding for the 2015-2016 Eaton County Solid Waste Alternatives Grant for the City of Grand Ledge. If you wish to participate in the Grant Program a signed agreement is required to be returned to the Department of Resource Recovery by September 4, 2015. If you do not wish to participate in the Grant Program a letter allowing for the reallocation of the funds is required to be returned to the Department of Resource Recovery by the same date.

Recommendation, to allow for the reallocation of the 2015-2016 Eaton County Solid Waste Alternatives Program funding given the implementation of the Granger curbside recycling option at no additional cost effective October 1, 2015. In comparison to the \$20,000 grant revenue: Fiscal Year 2016 budgeted expenditures are in the amount of \$27,745; the Grant application request was in the amount of \$30,610; the recycling cost center is/has been in an annual deficit position; anticipation of primarily non-city resident service after implementation of city resident curbside recycling option effective 10/1/15. Please note some of the ongoing challenges facing the Department of Public Services (attached).

This is a City Council policy decision and with all major policy decisions it is likely to include opposing views. Alternative action would be a Resolution to approve the 2015-2016 Eaton County Solid Waste Alternatives Grant Program Agreement. *Please refer to attached draft letter of reallocation, draft resolution, Eaton County Solid Waste Alternatives Grant Program Agreement and Application, and Department of Public Services memorandum.*

**IX. C. Full-time Police Officer Hiring**

**[Action Item]**

Recommendation to fill full-time police officer vacancy as recommended by Police Chief Underhill. *Please refer to attached Police Department memorandum.*

**IX. D. Rescinding the Temporary Hiring Freeze Implemented March 12, 2001**

**[Action Item]**

Recommendation to rescind the “temporary” hiring freeze implemented by City Council on March 12, 2001. Since its “temporary” inception, City Council has waived the hiring freeze for all twenty-six (26) requests to hire full-time personnel. City Council retains its employment level oversight on an annual basis with the adoption of each fiscal year budget.

**Grand Ledge City Council Resolution # \_\_\_\_ of 2015**

**A Resolution to Approve and Authorize a Bid Award to Lansing Asphalt for milling, grading, asphalt paving and traffic control.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 24 August 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

**Whereas**, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

**Whereas**, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

**Whereas**, bids for milling, grading, asphalt, paving and traffic control were sought and received by the City, and reviewed by staff; and

**Whereas**, it has been determined the bid for milling, grading, asphalt paving and traffic control for Candela Ln., Flickerham Dr., Old Post Rd., and Waxen Way, be awarded to Lansing Asphalt, in the amount of \$49,785.45;

**Whereas**, it has been determined the unit prices for milling, grading, asphalt paving and traffic control be extended for Elizabeth St., Howell St., and Fleming St., be awarded to Lansing Asphalt;

**Now, Therefore, it Is Resolved:**

1. The City awards the bid for milling, grading, asphalt paving and traffic control to Lansing Asphalt, for the unit prices of \$0.18 sf milling, \$69.85 ton HMA 13A, and \$600.00 traffic control in accordance with Fiscal Year 2016 Budget allowances of \$101,250.
2. The bid award is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2016.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said bid award on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said bid award on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said bid award.

**Motion by**

**Second by**

**Ayes:**

**Nays:**

**Absent:**

Approved:

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Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #\_\_\_\_ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 24 August 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

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Gregory L. Newman, City Clerk



**DATE:** August 20, 2015  
**TO:** Grand Ledge City Council  
**FROM:** Larry LaHaie, Public Service Director  
**RE:** Local Street Paving Bids

Sealed bids were opened on Wednesday, August 19, 2015 for paving of sections of Old Post Road, Candela Lane, and Waxen Way. Bidders were asked to provide a total for the three streets which included traffic control, milling, grading, and asphalt paving. Bids were received from the following paving contractors in the calculated amounts:

Contractor	Total Bid Amount, calculated
Lansing Asphalt, Lansing, MI	\$49,785.45
Rieth-Riley Construction Co., Lansing, MI	\$69,228.00

The lowest bid is from Lansing Asphalt in the amount of \$49,785.00. The bid is well within the budgeted funds for FY 2016 and I would recommend their bid be accepted.

Copies of the paving specifications and the proposal from Lansing Asphalt are attached.

# LANSING ASPHALT



A DIVISION OF SUPERIOR ASPHALT, INC.

## Proposal

Cell #: (616) 916-9718  
 Office #: (517) 322-0800  
 Fax #: (517) 322-0801  
 Number: 23757

DATE: 8/18/2015

JOB NAME: Street Paving

RECIPIENT: City of Grand Ledge  
Attn: Gregory Newman  
200 E. Jefferson Street  
Grand Ledge, MI 48837  
(517) 627-2144

LOCATION: Candela, Old Post, Waxen Way and Flickerham  
Grand Ledge, MI 48837

Bid Items		Unit Price Bid		
Items of Work	Quantity	Unit	Unit Price	Amount
ITEM #1: Traffic Control	1	LS	\$600.00	\$600.00
ITEM #2: Milling	60,210	SF	\$0.18	\$10,837.80
ITEM #3: HMA 13A	549	TON	\$69.85	\$38,347.65

**PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:**

- TERMS:** A down payment of 50% is required. Balance due upon completion. Checks need to be made payable to Lansing Asphalt.
- Prevailing wages** are not Included, unless otherwise stated.
- Miss Dig Marking:** Lansing Asphalt is not responsible for Miss Dig marking and locating underground utilities.
- Permits, staking & layout:** Price does not include permits, staking & layout, traffic control, or signage unless otherwise stated.
- Bonding:** Price does not include bonds or dues, if 1% bond deduction made, add 1% to prices.
- Price based on computer program using satellite imagery. Final quantities will be verified by actual field measurements.
- Lansing Asphalt is not responsible for damage to concrete on site caused by heavy equipment to access job site or to perform quoted scope.

Estimate prepared by and good for 10 days:	<b>TOTAL</b>	<b>\$49,785.45</b>
Bill Wilburn - Project Manager / Estimator Cell: 616-916-9718 email: bwilburn@lansingasphalt.com	Authorized Signature:	<i>Bill Wilburn</i>

Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS OF THIS PROPOSAL" attached.	Printed Name:
	Authorized Signature:
	Date:

## STANDARD CONDITIONS OF THIS PROPOSAL

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

**NO ORAL AGREEMENTS:** It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

**THICKNESS:** All description of paving thickness in this proposal referred to as average. Variation in sub base and technical limitation may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.

**PROPERTY LINES:** The purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event said work results in trespass on the other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

**DELAYS:** The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

**WET OR UNSTABLE SUBGRADE:** No materials will be placed on a wet, unstable or frozen subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract. Any undercutting or gravel needed due to failing or unstable sub-base will require a change order prior to commencement of required work. Work will be billed on a T & M basis unless otherwise agreed upon with authorized signature.

**REPRODUCTION CRACKS:** When resurfacing concrete, brick or asphalt pavements the contractor is not responsible for the reproduction of cracks or expansion joints which may occur.

**MINIMUM GRADE:** Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 1/4 inch will be filled.

**UNDERGROUND STRUCTURES:** It is the Purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Purchaser.

**SOIL CONDITIONS:** Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.

**HIDDEN OBJECTS:** Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.

**ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS:** Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding, that such work might be deemed to violate any ordinance, zoning regulations, or other law. The Purchaser shall, nevertheless, be obligated to pay for work performed as ordered.

**LEIN RIGHTS:** Not herein contained shall be construed as a waiver or modification of Lansing Asphalt, a division of Superior Asphalt, Inc.'s, statutory lien rights, which lien right Lansing Asphalt, a division of Superior Asphalt, Inc. will exercise if payment by customer is not promptly made.

**SERVICE CHARGES:** A SERVICE CHARGE OF 1 1/2% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and attorney fees.

**ENVIRONMENTAL ISSUES:** Purchaser agrees to defend, indemnify, and hold harmless Lansing Asphalt, a division of Superior Asphalt, Inc., its officers and employees from any claim arising from any violation of an environmental law, regulation, or policy.



## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

The following terms and conditions are part of this Proposal:

1. This Proposal's prices are based on the current average posted price for asphalt cement as listed in the "Asphalt Weekly Monitor" published by Potent & Partners, Inc. If this average posted price increases at the time Contractor commences performance of the work covered by this Proposal, we reserve the right to adjust the Proposal prices consistent with the increase in the price of the asphalt cement.
2. All material is warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this Proposal, Customer, at its expense, shall provide a properly compacted and stable subgrade or subbase (proof rolling or other testing satisfactory to Contractor) upon which any material is to be placed.
3. OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
8. If no sales tax is included in this Proposal, Customer is required to provide a valid sales tax exemption certificate; otherwise, sales tax will be added when completed work is invoiced.
9. Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to the terms outlined herein.
10. PAYMENT IS DUE UPON CUSTOMER'S RECEIPT OF INVOICES issued, whether progress or final, for work completed to date. If prompt payment is not received, Contractor will suspend work in progress.
11. Nothing herein contained shall be construed as a waiver or modification of Contractor's statutory lien rights, which lien rights Contractor will exercise if payment by Customer is not promptly made.
12. A SERVICE CHARGE OF 1½% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.

\*LICENSE NO. A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A Mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1994 PA 192, MCL 338.971 to 338.988.



# PROPOSAL

Rieth-Riley Construction Co., Inc. - Lansing  
 4150 S. Creyts, Lansing, MI 48917  
 P. 517.721.0103 - F. 517.721.0105  
 DLarson@Rieth-Riley.com

Date: 8/19/15

**\*100% Employee Owned\***

<b>Job Name:</b> City of Grand Ledge 2015 Street Paving Bid	<b>Job Location:</b> Grand Ledge, Eaton County
Proposal Submitted To	
Owner Information	
<b>Name:</b> Gregory Newman	<b>Name:</b>
<b>Company:</b> City of Grand Ledge	<b>Company:</b>
<b>Address:</b> 200 East Jefferson St	<b>Address:</b>
<b>City/St/Zip:</b> Grand Ledge, MI 48837	<b>City/St/Zip:</b>
<b>Phone:</b> 517.627.2144 <b>Fax:</b> 517.622.3684	<b>Phone:</b> <b>Fax:</b>
<b>Mobile:</b> <b>Email:</b>	<b>Mobile:</b> <b>Email:</b>

Rieth-Riley Construction Co., Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this Proposal based on plans and specifications prepared by \_\_\_\_\_ and dated \_\_\_\_\_ and the following addenda, if any: \_\_\_\_\_

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1	Traffic Control	1.00 LS	\$4,500.00 /LS	\$4,500.00
2	Milling	60,210.00 SF	\$0.30 /SF	\$18,063.00
2	HMA, 13A	549.00 TON	\$85.00 /TON	\$46,665.00
<b>Total:</b>				<b>\$69,228.00</b>

**Conditions**

- 1) Final payment based on quantity placed and field measurements
- 2) Warranty included
- 3) Payment and Performance Bond included.

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 15 DAYS FROM THE ABOVE PROPOSAL DATE.

**SALES TAX INCLUDED**  
**RIETH-RILEY CONSTRUCTION CO., INC.**

THIS PROPOSAL INCLUDES ALL OF THE STANDARD TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT

By:   
 Daniel Larson P.E., Engineer/Estimator

**ACCEPTANCE OF PROPOSAL**

I (we) have read the above Proposal, INCLUDING THE STANDARD TERMS & CONDITIONS ON THE REVERSE SIDE, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

_____ (Company Name)	_____ (Date Signed)
By: _____ (Authorized Signature)	_____ (Printed Name & Title)

*A 100% Employee Owned Company*



## STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

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3. OTHER THAN AS EXPRESSLY PROVIDED FOR IN THIS PROPOSAL, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY IS LIMITED EXCLUSIVELY TO REMOVAL AND REPLACEMENT OF THE DEFECTIVE WORK. OTHER THAN REMOVAL AND REPLACEMENT, RIETH-RILEY HAS NO OTHER LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.
4. Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place its paving materials over a subgrade or a subbase the condition of which Rieth-Riley has advised Customer is unacceptable.
5. Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, shortages of necessary materials and supplies, or any other cause beyond our control.
6. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite so as to make us aware of their exact location and depth, will be the Customer's responsibility; and any extra work involved will become an extra charge over the quoted price.
7. Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
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12. A SERVICE CHARGE OF 1½% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and reasonable attorney fees and expenses.
13. Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer's violation of environmental law, regulation, or policy.
14. The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal: **This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.**

\*LICENSE NO. A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24 of the occupational code, 1980 PA 289, MCL 339.2401 to 339.2412. An electrician is required to be licensed under the electrical administrative act, 1956 PA 217, MCL 338.881 to MCL 338.3511 to 338.3569. A Mechanical contractor is required to be licensed under the Forbes mechanical contractors act, 1984 PA 192, MCL 338.971 to 338.988.

DATE: July 21, 2015  
TO: Paving contractors.  
FROM: City of Grand Ledge  
Public Service Dept.  
RE: Request for Street Paving Bid

The City of Grand Ledge will be accepting sealed bids for mill and fill paving. The streets to be paved include:

1. Candela, Old Post, Waxen Way, and Flickerham - approximate area to be paved 2230 feet by 27 feet, or 60,210 square feet

Work shall include and be completed to the specifications as outlined below:

1. Contractor to be responsible for setting-up and maintaining traffic control, including signs designating street closure.
2. All areas to be rotary milled to a depth of 1.5 inches. The City of Grand Ledge will maintain ownership of the millings. A dump site will be provided at 13253 Lawson Rd. Grand Ledge, MI
3. Apply a bond coat of SS-1H at a rate of .10 gallons per square yard to adjacent curb.
4. Apply a wearing course of HMA 13A to a thickness of 1.5 inches, compacted at a minimum density of 97% and maximum density of 100%.
5. Paving must be warranted by the contractor for a minimum of one year against unraveling of bituminous aggregate.
6. The successful bidder must provide proof of liability insurance in an amount not less than \$1,000,000. The certificate of insurance must identify the City of Grand Ledge as an additional insured party and be provided before the start of work.

Item #	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Traffic control	LS	1	\$	\$
2	Milling	SF	60,210	\$	\$
3	HMA 13A	TON	549	\$	\$

Any questions regarding this work should be directed to Larry LaHaie, Public Service Director or Chad Brunton, Street Supervisor, at 517-627-2144.

Bidders should submit a sealed bid marked "BID FOR STREET PAVING" clearly on the envelope by 2:00 PM on Wednesday, August 19, 2015. The award will be made on the basis of the estimated total cost of the paving determined from the submitted asphalt pricing. All bids should be submitted to the attention of:

Mr. Gregory Newman, City Clerk  
 Grand Ledge City Hall  
 200 East Jefferson St.  
 Grand Ledge, MI 48837

The award of the successful bid will be at the August 24, 2015 meeting of the Grand Ledge City Council. The City of Grand Ledge reserves the right to accept any bid, to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner deemed in the best interest of the City.

Map for reference. Actual limits marked on street. Not to scale.

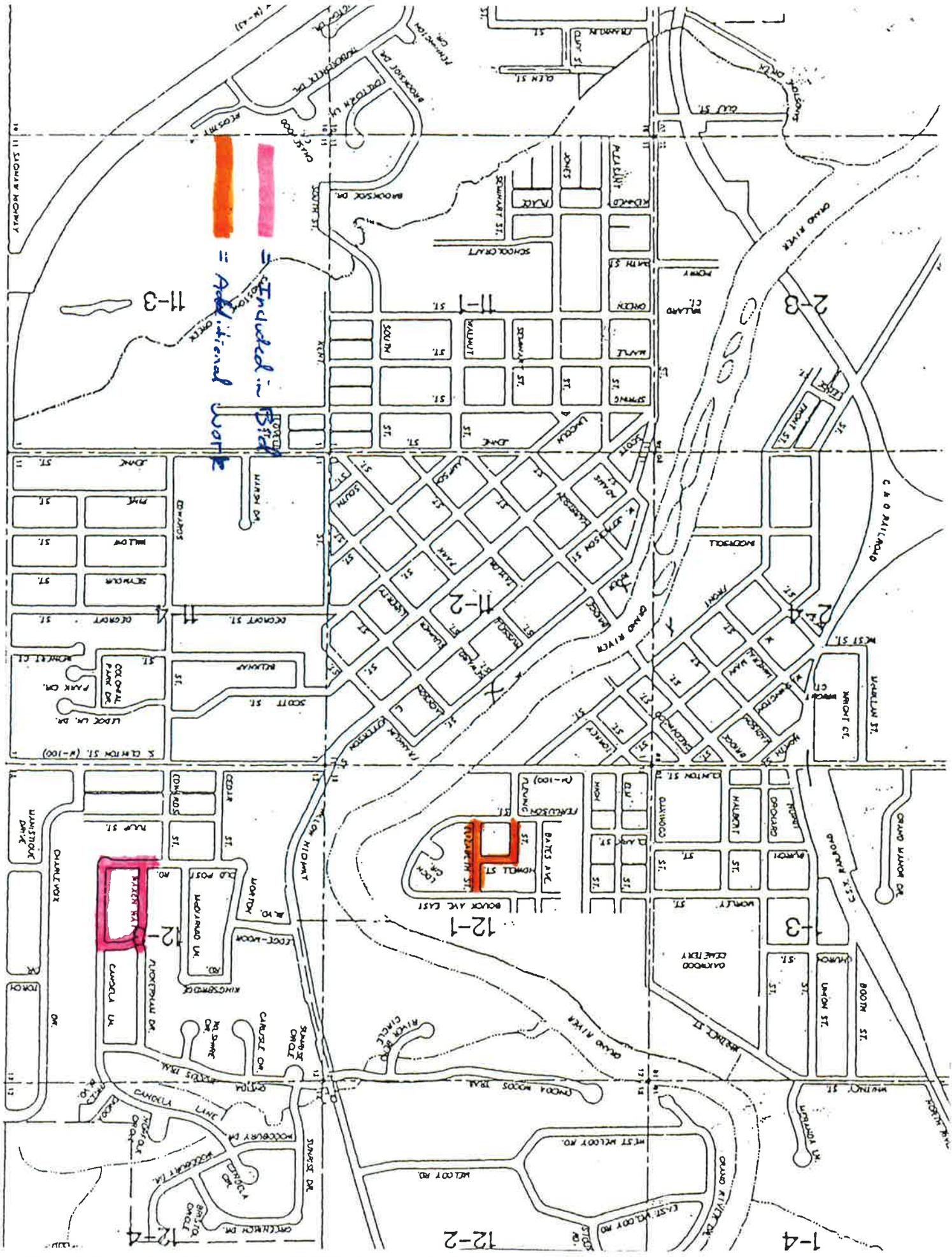




Date: 8/21/15  
To: Adam Smith  
From: Chad Brunton  
RE: Paving Quantities

Street	Length	Width	Area sq/ft	Bit. in.	Bit Tons	Milling	Paving cost
Elizabeth	530'	30'	15,900	3"	288	\$2,862	\$20,117
Howell/Fleming	600'	30'	18,000	3"	330	\$3240	\$23,051
Old Post/Waxen Way/Flickerham Candela	2230'	27'	60,210	1.5"	549	\$10837	\$38,557
Totals					1,167	\$16,940	\$81,725

Total paving Cost     \$98,665



Included in Bid  
Additional work

1-3

12-1

12-2

3

1-4

12-4

12-1

1-2

2-3



**DRAFT**

August 25, 2015

Ms. Mary Beth Gilbert  
Resource Recovery Coordinator  
Eaton County Resource Recovery  
1045 Independence Blvd.  
Charlotte, MI 48813

Re: 2015-2016 Eaton County Solid Waste Alternatives Grant Program

Dear Ms. Gilbert:

The City of Grand Ledge is in receipt of the 2015-2016 Solid Waste Alternatives Grant Program Agreement documentation. City Council, at its August 24, 2015 City Council meeting took action to allow for the reallocation of the 2015-2016 Eaton County Solid Waste Alternatives Program funding.

Please note that the City Council has approved an agreement with Granger to offer curbside recycling to residents of the City in an effort to recycle more by providing greater convenience. The City will continue to fulfill its 2014-2015 Eaton County Solid Waste Alternative Grant Program Agreement obligations through September 30, 2015.

Thank you for your time and consideration. Please feel free to contact me with any questions or concerns.

Sincerely,

Adam R. Smith  
City Administrator

**Grand Ledge City Council Resolution #        of 2015**

**A Resolution to Approve the 2015 - 2016 Eaton County Solid Waste  
Alternatives Grant Program Agreement.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 24 August 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

**Whereas**, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

**Whereas**, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

**Whereas**, Eaton County has provided an agreement to provide financial assistance to the City of Grand Ledge for its recycling personnel and contractual recycling services;

**Now, Therefore, it Is Resolved:**

1. The City approves the 2015 - 2016 Eaton County Solid Waste Alternatives Grant Program Agreement, as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budgets for the Fiscal Years Ending 30 June 2016 and 2017.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

**Motion by**

**Second by**

**Ayes:**

**Nays:**

**Absent:**

Approved:

---

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #        of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 24 August 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

---

Gregory L. Newman, City Clerk



# EATON COUNTY RESOURCE RECOVERY

1045 Independence Blvd  
Charlotte, MI 48813

(517) 543-3686 Office  
(517) 231-3598 Cell  
(517) 543-8457 Fax

**Mary Beth Gilbert**

Coordinator

[mbgilbert@eatoncounty.org](mailto:mbgilbert@eatoncounty.org)

July 27, 2015

Ms. Amy Wynalda  
City of Grand Ledge  
13253 Lawson Rd  
Grand Ledge, MI 48837

Dear Ms. Wynalda:

The Eaton County Board of Commissioners approved the recommended grant funding for your project under the 2015-2016 Solid Waste Alternatives Grant Program.

Enclosed you will find two copies of the agreement to be signed by the authorized agent for your program. Grantees will be expected to fulfill their duties and responsibilities and will be monitored to determine compliance.

If you wish to participate in the Grant Program, please sign both copies of the agreement and return one to the Eaton County Department of Resource Recovery by **September 4, 2015**. If you do not wish to participate in the Grant Program, return the paperwork with a letter stating your rejection of the agreement and the funds will be reallocated.

Grant reporting forms, the **Financial Report for Reimbursement** and **Summary of Project Accomplishments** will be sent prior to quarterly deadlines. Complete the appropriate information and attach invoices and receipts, where applicable, to receive reimbursement. Failure to comply by providing specific details will result in the suspension of your grant.

As always, if you have any questions, please do not hesitate to contact the Department at (517) 543-3686 or via email at [mbgilbert@eatoncounty.org](mailto:mbgilbert@eatoncounty.org). Congratulations and best wishes for a successful year of resource recovery!

Sincerely,

A handwritten signature in black ink that reads "Mary Beth Gilbert".

Mary Beth Gilbert  
Resource Recovery Coordinator

Enclosures

**2015-2016 EATON COUNTY SOLID WASTE ALTERNATIVES GRANT PROGRAM AGREEMENT**

**CITY OF GRAND LEDGE**

This agreement is entered into by **Eaton County**, hereafter referred to as the **County**, and the **City of Grand Ledge**, hereafter referred to as the **Grantee**. The **County** desires to provide financial assistance through the 2015-2016 Solid Waste Alternative Grant Program to resource recovery projects consistent with P.A. 451 (Part 115), Eaton County Solid Waste Management Plan (as updated). The **Grantee** has submitted an application for grant funds, which details the proposed project objectives and budget. The Designated Implementing Agency, Public Works and Planning Committee, and Board of Commissioners have approved the grant recommendations provided by the **Department of Resource Recovery**, hereafter referred to as the **Department**, based upon the information submitted by the **Grantee** as a full and accurate description of the proposed project.

**THEREFORE**, the **County** hereby offers the **Grantee** financial assistance subject to the scope of services and the terms of this agreement.

**GENERAL PROJECT INFORMATION**

<u>GRANTEE</u>	<u>MAILING ADDRESS</u>	<u>PROJECT #</u>	<u>APPROVED FUNDS</u>
CITY OF GRAND LEDGE	13253 LAWSON ROAD GRAND LEDGE MI 48837	53016-0006	\$20,000

**PROJECT OBJECTIVES AND BUDGET**

Grant funds will be utilized for the line items specified below.

CONTRACTUAL RECYCLING	\$10,000
PERSONNEL	\$10,000
<b>TOTAL</b>	<b>\$20,000</b>

**TERMS OF THE AGREEMENT**

1. **Source of Funds:** The **County's** payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being the Eaton County Recycling Surcharge. Eligibility for grant funding is conditional upon the resource recovery project being made available to all county residents. No commitment is made by the **County** to continue or expand such activities beyond the grant period, October 1, 2015 to September 30, 2016. The **County** may terminate this Agreement immediately upon written notice to the **Grantee** at any time prior to the completion of this Agreement if, in the opinion of the **County**, funding becomes unavailable for this service or such funds are restricted.
2. **Other Sources of Funding:** The **Grantee** guarantees that any programs funded by the **County** under this agreement shall not be financed by any source.
3. **Examination and Maintenance of Records:** The **Grantee** shall permit the **County**, or any of its identified agents, access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the **Grantee** shall retain all books, records, or other documents relevant to this Agreement for two (2) years after the Agreement expires, at their cost, and any persons duly authorized by the **County** shall have full access to and the right to examine and audit any material during said period. If an audit is initiated prior to the expiration of the two-year period, and extends beyond that period, all documents shall be maintained until the audit has been completed. The **County** shall provide findings and recommendations of audits to the **Grantee**. The **County** shall adjust future payments if the findings of an audit indicate over or underpayment to the **Grantee** in the period prior to the audit. If no payments are due and owing, the **Grantee** shall immediately refund all amounts which may be due the **County**.

## 2015-2016 EATON COUNTY SOLID WASTE ALTERNATIVES GRANT PROGRAM AGREEMENT

4. **Insurance Coverage:** The **Grantee** shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the **Grantee's** operations under the terms of the Agreement. Unemployment compensation coverage and workers' compensation insurance shall be maintained in accordance with applicable federal and state law and regulations.
5. **Dispute Resolution:** All parties agree to make a good faith attempt to resolve disputes. Any dispute must be submitted in writing to the **Department**. Resolution of any dispute shall first be attempted by the **Department** and the **Grantee**.

In the event a resolution cannot be obtained between the **Department** and the **Grantee**, the **Grantee** shall notify the Controller's Office in writing. Within 30 calendar days of this notification, the **Grantee** and the **Department** will appear before the Public Works and Planning Committee to resolve the dispute.

6. **Property Title:** Equipment purchased through the Eaton County Solid Waste Alternatives Program and used by the **Grantee** in the performance of this Agreement shall become the property of the **Grantee**. The **Grantee** agrees to use the equipment for the purposes identified in the *Project Objectives and Budget* section above.

The **County** must approve any changes in equipment usage or cooperating entities as specified in this agreement for the life of the equipment. In the event the **Grantee** does not use the equipment in accordance with this Agreement, the **Grantee** shall offer the equipment for sale for the purchase price of one dollar (\$1.00) with the **County** having the first right of refusal.

7. **Amendment:** This Agreement may be amended at the request of any party by written consent of all the parties.

### GRANTEE DUTIES AND RESPONSIBILITIES

1. **Services:** The **Grantee** shall agree to maintain all grant records and provide the necessary services, as specified in the *Project Objectives* section above, and follow the budget approved for the project. The **Grantee** will enforce and initiate action when necessary to ensure that the project is proceeding as outlined.
2. **Reports:** The **Grantee** shall furnish a Summary of Project Accomplishments from (provided by the **Department**) which shall include a list of all materials collected by weight or volume, to the **County** on a **quarterly** basis (Oct-Dec by January 31, 2016, Jan-Mar by April 30, 2016, Apr-Jun by July 31, 2016 and Jul-Sep by October 15, 2016). Projects that are seasonal in nature need not comply with this reporting requirement. The **Grantee** shall also furnish resource recovery diversion data for a period of five (5) years beyond the expiration of the Agreement, provided the **Grantee** continues to offer services applicable to the Solid Waste Alternative Grant Program.
3. **Meetings:** The **Grantee** shall attend quarterly meetings (to be scheduled by the **Department**) to discuss program goals and objectives, progress on current projects and future plans. Failure to attend meetings without notice and valid reasoning will be grounds for the withholding of grant funds. The **Grantee** shall attend an annual summit hosted by the **Department** in March. The goal of this summit is to provide an opportunity for each grantee to learn from the efforts of other recycling centers in the County.
4. **Billing Method and Procedures:** The **Grantee** shall complete a Financial Report for Reimbursement form (provided by the **Department**) detailing program-related expenditures when they require reimbursement for the approved project (on a **quarterly-basis** at a minimum). Receipts will be required. The Financial Report for Reimbursement form shall indicate which approved line items have been utilized as part of this Agreement. The form shall be submitted to:

**2015-2016 EATON COUNTY SOLID WASTE ALTERNATIVES GRANT PROGRAM AGREEMENT**

**Eaton County Department of Resource Recovery  
1045 Independence Blvd  
Charlotte, MI 48813**

The **Grantee** must obtain approval from the **County** to alter any line items in the approved budget. The **Grantee** must provide adequate information regarding the necessity for the line item transfer. The budget must stay within the original budget approved in this Agreement. Further, the **Grantee** must submit all reimbursement requests within 15 days of the end of the Fiscal Year to be considered for the Agreement grant cycle.

**COUNTY DUTIES AND RESPONSIBILITIES**

1. **Program Administration:** The **County** shall administer the 2015-2016 Solid Waste Alternatives Grant Program. The **Department** will provide all reporting forms necessary for submittal. Reports, forms, etc. not provided by the **Department** will not be acceptable without prior approval.
2. **Payment:** The **County** shall complete its processing of payment to the **Grantee** within ten (10) working days after receipt of the **Grantee's** Financial Report for Reimbursement form provided no line item transfers have been requested. If a line item transfer has been requested, reimbursement will be delayed until proper approval has been granted for the request.

The **County** reserves the right to defer or disallow payment of any claim submitted by the **Grantee** for failure to document and provide records, statistics, receipts and information to the **County** as required by this Agreement. Any funds not disbursed as part of this Agreement shall be retained by the **County** for use in future projects.

3. **Program Compliance Monitoring:** The **County** shall monitor the **Grantee's** compliance with the project objectives through the Summary of Project Accomplishments form (provided by the **Department**), meetings with **Grantees**, and site visits. Project accomplishments will be examined to ensure that the project is being administered effectively and efficiently. The **County** may request corrective action when there are indications of areas of substantial noncompliance with the terms of this Agreement on the part of the **Grantee**. The **Department** shall function as the Designated Implementing Agency (the actual committee having been dissolved in the 1999 Solid Waste Management Plan Update).

**IN WITNESS WHEREOF**, the **County** and the **Grantee** have caused this Agreement to be executed by their respective officers duly authorized to do so.

Signed at Eaton County, by:

  
\_\_\_\_\_  
Blake Mulder, Chairman  
Eaton County Board of Commissioners

\_\_\_\_\_  
Authorized Signature  
*Grantee*

7/30/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



# EATON COUNTY RESOURCE RECOVERY SOLID WASTE ALTERNATIVES GRANT PROGRAM

2015-2016 GRANT APPLICATION FORM

	CURRENT INFORMATION	CORRECTIONS
GRANT APPLICANT	City of Grand Ledge	
CONTACT PERSON	Larry LaHaie	
ADDRESS	310 Greenwood Street Grand Ledge, MI 48837	
PHONE NUMBER FAX NUMBER	517-627-2144 517-622-3684	
PROJECT ADDRESS	401 Whitney St. Grand Ledge, MI 48837	
FUNDS REQUESTED	\$30,610.00	

SUMMARY OF PROJECT (ATTACH ADDITIONAL SHEETS AS NECESSARY)



Large empty rectangular area for providing a summary of the project details.





June 15, 2015

Ms. Mary Beth Gilbert  
EATON COUNTY RESOURCE RECOVERY  
1045 INDEPENDENCE BLVD  
CHARLOTTE, MI 48813

Dear Ms. Gilbert:

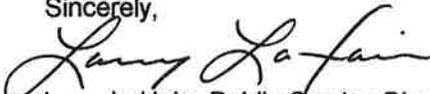
The City of Grand Ledge continues to provide recycling opportunities to its residents. The attached 2015-2016 Solid Waste Alternatives Grant application will allow those opportunities to continue. Usage of the City's Recycling Center appears rose dramatically after leveling off the two previous years. There was a 7.1% increase in tons of recyclable materials diverted from the waste stream during calender year 2014 from the previous year. That decrease does not include 10,500 cubic feet of polystyrene that was also diverted. The diversion for the 2015-2016 grant period is projected to be 486.75 tons, a 14.4% increase from 2014-2015. The increase is based on the percentage change in tons of diverted material using the average over the last four years. Despite the increase in tons of recyclable material diverted, the actual cost has been decreasing, in large part due to there no longer being a cost to the City for pick up of mixed paper.

The City's Recycling Center provides a drop off location for all City of Grand Ledge, Oneida Township, and Eaton County residents. Additionally, the Center has seen increased use from the residents of southern Clinton county due to the closure of the recycling site formerly located in the Village of Eagle. The Center continues to provide continuous hours of operation and is open to the public seven days per week, 24 hours per day for drop-off of common recyclable materials. A part-time City employee is in attendance to staff the Center on Saturdays from 8:00 AM to 4:00 PM and on Wednesdays from 3:00 PM to 8:00 PM and is available to assist residents with sorting and unloading of recyclable items and to check-in polystyrene, household batteries, and compact florescent light bulbs. It has been necessary to add an additional two hours per week for site housekeeping due to the large amounts of recyclable materials that get blown out of or left outside of containers. During the remainder of the operating hours the Center is self-serve. The Center accepts #1, #2, #3, and #7 HDPE plastic, clear and brown glass bottles, cardboard, box board, tin cans, newspaper, office paper, and junk mail. Polystyrene items, household batteries, and compact florescent light bulbs are also accepted during the times that an attendant is present. A grease container is available for collection of cooking oil and grease. In the past year, a container has been added for the public to drop off electronic equipment (televisions, stereos, computers, etc.). A regular full-time City employee provides general yard maintenance which includes grass mowing, snow plowing, and general site maintenance.

The City continues to provide annual Christmas tree and fall leaf pick up, a drop-off site for brush and yard waste, and access to composted leaves and yard waste at no cost to City of Grand Ledge and Oneida Township residents. These services are offered to our residents with no grant assistance.

It is our goal to provide convenient access to recycling opportunities in order to provide for more efficient use of scarce resources by the public and, with your support, we will continue to do so. If you have any questions or concerns regarding this application, please do not hesitate to contact me at 517-627-2144. Thank you in advance for your consideration.

Sincerely,

  
Larry LaHaie, Public Service Director



**MATERIALS RECOVERY DATA**

**2014 - 2015 DIVERSION**

**PROJECTED 2015 - 2016 DIVERSION**

TOTAL TONS RECYCLED: 425.5 TONS TOTAL TONS TO BE RECYCLED: 486.8 TONS

**PROJECT BUDGET (INDICATE PROPOSED BUDGET AND COMPLETION DATE)**

DESCRIPTION OF BUDGET LINE ITEM (BE AS DESCRIPTIVE AS POSSIBLE) EXPENSE COMPLETION DATE

**City of Grand Ledge**

**Salaries**

One part-time employees - 8 hours/week (Sat.) Recycling drop-off	\$3,744	Oct. 2015-Sept. 2016
One part-time employee - 5 hours/week (Wed.) Recycling drop-off	\$2,210	Oct. 2015-Sept. 2016
One part-time employee - 2 hours/week (Mon., Fri.) Site Clean-up	\$1,040	Oct. 2015-Sept. 2016
One full-time employee - 2 hours week Site maintenance	\$2,400	Oct. 2015-Sept. 2016
Benefits, part-time employees (FICA, workers comp.)	\$ 771	Oct. 2015-Sept. 2016
Benefits, full-time employees (FICA, workers comp., insurance, retirement)	\$1,162	Oct. 2015-Sept. 2016

**Total Recycling Salaries Requested \$11,327**

**Recycling Costs**

Contractual charges from Granger for pick-up and hauling of recycled materials - based on 2015 costs projected to increase 1.0% (average last four years)	\$14,703	Oct. 2015-Sept. 2016
Operating expenses - from City of Grand Ledge FY2015 operating budget		
- Supplies	\$ 500	Oct. 2015-Sept. 2016
- Utilities	\$ 380	Oct. 2015-Sept. 2016
- Building maintenance	\$ 200	Oct. 2015-Sept. 2016
- Equipment rental	\$2,500	Oct. 2015-Sept. 2016
- Contractual (portable toilet, trash)	\$1,000	Oct. 2015-Sept. 2016

**Total Recycling Costs Requested \$19,283**

**Total 2015/2016 Grant Funds Requested \$30,610**

Annual Recycling Costs - Granger

	Fiscal Year											
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015		
Jul	\$588.70	\$633.95	\$622.35	\$720.80	\$1,138.25	\$886.25	\$969.95	\$1,220.30	\$1,277.75	\$872.00		
Aug	\$670.35	\$726.90	\$547.90	\$824.25	\$1,112.45	\$1,186.25	\$1,290.20	\$1,130.00	\$1,173.65	\$872.00		
Sep	\$525.80	\$825.94	\$893.20	\$822.30	\$1,028.60	\$1,083.05	\$964.55	\$1,047.50	\$1,280.45	\$954.50		
Oct	\$670.80	\$704.50	\$532.90	\$707.85	\$1,038.95	\$994.85	\$1,222.55	\$1,624.75	\$1,223.60	\$954.50		
Nov	\$836.30	\$270.86	\$644.35	\$1,290.86	\$1,034.60	\$972.50	\$1,066.25	\$1,208.00	\$1,191.02	\$954.50		
Dec	\$390.10	\$464.80	\$739.80	\$767.95	\$929.15	\$1,134.50	\$995.00	\$1,109.75	\$1,124.00	\$1,119.50		
Jan	\$783.90	\$306.40	\$871.20	\$909.85	\$1,043.60	\$1,045.70	\$1,077.90	\$1,267.55	\$1,118.75	\$1,991.50		
Feb	\$579.50	\$381.85	\$495.90	\$764.50	\$941.30	\$1,083.35	\$720.00	\$882.50	\$1,038.50	\$789.50		
Mar	\$717.35	\$321.35	\$702.80	\$911.95	\$957.50	\$1,036.10	\$865.00	\$1,212.20	\$1,382.30	\$1,037.00		
Apr	\$552.50	\$498.80	\$794.75	\$900.40	\$910.85	\$995.45	\$1,232.30	\$1,297.47	\$1,382.30	\$954.50		
May	\$638.00	\$543.90	\$821.85	\$1,056.40	\$1,137.80	\$1,047.50	\$1,307.75	\$1,190.75	\$1,219.85	\$954.50		
Jun	\$727.90	\$722.80	\$727.80	\$854.50	\$1,240.40	\$1,126.85	\$1,124.75	\$1,130.15	\$1,145.75	\$1,041.27		
	\$7,681.20	\$6,402.05	\$8,394.80	\$10,531.61	\$12,513.45	\$12,592.35	\$12,836.20	\$14,320.92	\$14,557.92	\$12,495.27		
			\$1,024.82	\$1,049.36	\$1,069.68							
% Inc.			31.13%	25.45%	18.82%	0.63%	1.94%	11.57%	1.65%	-14.17%		

2016 estimated cost = 2015 cost (\$14,557.92) x 1.0% (4 year avg.) increase in cost = \$14,703

DATE	Estimated OCC	News	Mixed Plastic	Clear Glass	Brown Glass	Tin	Mixed Paper	Totals Tons
OCT 13	6.68	6.24	4.34	2.02	0.72	0.9	9.57	30.47
NOV 13	10.34	4.07	3.45	1.71	0.51	1	4.33	25.41
DEC 13	14.1	5.1	4.25	2.7	1.02	1.5	4.23	32.9
JAN 14	9.55	4.98	3.63	3.47	1	1.8	9.78	34.21
FEB 14	11.3	4.75	4.01	1.7	0.54	1.1	4.5	27.9
MAR 14	12.81	4.9	2.94	1.96	0.69	0.9	0	24.2
APR 14	11.04	5.82	5	3.63	1.38	1.7	6.63	35.2
MAY 14	16.19	5.99	3.71	0.75	0.15	0.5	4.77	32.06
JUN 14	13.21	1.75	5.21	4.06	1.56	1.73	3.53	31.05
JUL 14	13.42		4.31	1.8	0.68	0.83	14.05	35.09
AUG14	13.01		3.97	1.89	0.77	0.73	11.74	32.11
SEP 14	13.8		3.66	3.84	1.45	1.68	14.19	38.62
OCT 14	14.17		3.99	1.8	0.78	0.97	15.62	37.33
NOV 14	13.32		3.2	1.87	0.73	0.78	10.41	30.31
DEC 14	17.12		4.29	4.93	2.14	2.72	13.94	45.14
JAN 15	17.92		3.48	1.66	0.81	0.94	16.4	41.21
FEB 15	11.95		2.63	1.62	0.82	0.85	9.16	27.03
MAR 15	17.15		4.1	2.96	1.26	1.43	9.78	36.68
								0
								0
								0
								0
Total	91.63	0	21.69	14.84	6.54	7.69	75.31	596.92

#### GRANGER BILLS

OCT 13	\$1,223.60
NOV 13	\$1,191.02
DEC 13	\$1,124.00
JAN 14	\$1,122.20
FEB 14	\$1,118.75
MAR 14	\$1,038.50
APR 14	\$1,382.30
MAY 14	\$1,219.85
JUN 14	\$1,145.75
JUL 14	\$872.00
AUG14	\$872.00
SEP 14	\$954.50
OCT 14	\$954.50
NOV 14	\$954.50
DEC 14	\$1,119.50
JAN 15	\$1,991.50
FEB 15	\$789.50
MAR 15	\$1,037.00

02/06/15

## Recycling Salaries

	Hrs/day	Days/wk	Wks/year	Total Hrs	Amount
Bruce H.	8	1	26	208	\$1,872
Bruce H.	6	1	26	156	\$1,404
Tim C.	8	1	26	208	\$1,872
Tim C.	5	1	26	130	\$1,170
Randy R.	1	2	52	104	\$2,391
Total Hrs					\$8,709

## Fringe Benefit Calculation

	Salaries	Fringe %	Total Budget
Full-time	\$2,391	0.486	\$1,162
Part-time	\$6,318	0.122	\$771
			\$1,933

Tons diverted

Month	Year											
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015		
Oct		31,130	22,790	48,710	50,710	37,760	72,140	52,580	60,940	74,660		
Nov		12,120	33,670	33,530	24,217	29,440	73,800	57,300	50,900	60,620		
Dec		26,520	33,930	27,310	47,157	64,860	56,540	66,020	65,840	90,280		
Jan		17,530	33,370	48,890	32,270	40,040	88,560	71,120	68,320	82,420		
Feb		21,270	12,330	17,870	33,897	47,020	49,560	27,380	55,720	54,060		
Mar		30,150	31,050	36,970	48,497	34,280	70,660	58,160	48,440	73,360		
Apr		22,210	25,750	36,130	35,857	51,940	60,080	60,140	70,400	70,914 avg		
May		21,190	40,190	46,390	44,957	48,740	73,180	75,460	64,020	70,914 avg		
Jun		29,970	36,490	20,990	47,117	64,780	50,160	54,720	62,100			
Jul		20,910	26,850	48,290	26,257	39,860	73,220	60,420	70,180			
Aug		47,610	40,390	37,650	54,517	67,780	62,280	58,640	64,220			
Sep		17,710	26,590	34,190	46,617	54,380	55,700	66,100	77,240			
Total Lbs			349,280	426,120	458,682	528,588	771,320	709,520	724,460	850,968		
Tons diverted			174.64	213.06	229.34	264.29	385.66	354.76	362.23	425.48		
				22.00%	7.64%	15.24%	45.92%	-8.01%	2.11%	17.46%		

2016 Projection = Sum of 06/14 thru 05/15 (850,968 lbs. or 425.4 tons) x 14.4% increase (avg. last 4 years) = 973,507 lbs or 486.75 tons.

Calendar Year	Tons	Percentage
2015	363,400	43.62%
2014	181,700	21.84%
2013	436,920	52.74%
2012	218,460	26.51%
2011	290,440	35.29%
2010	492,070	59.57%
2009	246,040	29.84%
2008	392,940	47.82%
2007	354,020	43.14%
2006	379,160	46.21%

# EVERYTHING YOU NEED TO KNOW ABOUT HOW WE'RE

TEAMING UP *to* RECYCLE MORE!



## What is happening?

Granger and the City of Grand Ledge have entered an agreement that will provide recycling at no additional cost to Granger trash customers living in Grand Ledge.

## Who is eligible?

Granger single-subscription trash customers living within the city limits of Grand Ledge

## Who is not eligible?

- Those living outside of the Grand Ledge city limits
- Bag tag customers
- Contract customers (homeowners' associations, condo associations, etc.)
- Apartment residents
- Businesses

## When does it start?

October 2015

## Do I get a cart?

All customers who sign up for this service will get a Curby Recycler.

Curby Recyclers have a capacity of 96 gallons (same as a large trash cart). Dimensions are 45.13" tall, 28.5" wide, 33.73" deep.



## How do I sign up?

Visit our website at

[www.grangernet.com/glrecycles](http://www.grangernet.com/glrecycles).

(Email address is required to sign up online.)

Web sign up is preferred, but you may also sign up over the phone.

## When do I have to sign up?

To begin service in October, you must sign up by **August 31**. However, if you miss the August 31 date, you can still sign up later.

## Do existing Granger recycling customers need to sign up?

No. The recycling fee will be dropped from your bill beginning in October.

## What day will my recycling be picked up?

Recycling will be collected every other week on Thursday.

After you sign up, you will receive instructions for recycling, along with a recycling calendar. Recycling calendars can also be found on our website at [www.grangernet.com/recyclingguides](http://www.grangernet.com/recyclingguides).

## CONTACT US!

517-372-2800

1-888-947-2643

[www.grangernet.com](http://www.grangernet.com)

[info@grangernet.com](mailto:info@grangernet.com)

[facebook.com/collectingtomorrowsenergy](https://www.facebook.com/collectingtomorrowsenergy)



16980 Wood Road  
Lansing, Michigan 48906-1044  
1-888-9GRANGER (1-888-947-2643)  
P 517-372-2800  
F 517-372-9220  
[www.grangernet.com](http://www.grangernet.com)

## I have some great news for you!

Granger and the City of Grand Ledge have reached an agreement to help you **RECYCLE MORE**. Each resident of the city of Grand Ledge who has Granger trash service will soon be eligible for street-side recycling at **no additional cost**. That's right—you can have recycling collected at your house for no additional fee, just **for becoming a Granger trash customer** living in the city limits of Grand Ledge.

If you sign up now, you can get a regular cart for \$17.95 a month or a large cart for \$19.95 a month, receive one month of free trash service and take advantage of no additional charge recycling. To set up service and begin **RECYCLING MORE**, visit our website at [www.grangernet.com/glrecycles](http://www.grangernet.com/glrecycles). **PLEASE SIGN UP BY AUGUST 31, 2015.**



96-gallon Curby Recycler (right) next to large trash cart

Once you have signed up, you will receive a Curby Recycler at no charge. The Curby Recycler is a 96-gallon cart that is 45.13" tall, 28.5" wide and 33.73" deep. **Your Curby Recycler will be delivered to you in September.**

**Your new street-side recycling collection will begin in October and will occur every other week.** Before your service begins, you will be provided with guidelines and a recycling calendar to help you remember the schedule.

Granger street-side collection is what is referred to as "single-stream," and does not need to be sorted. Acceptable items include cardboard; boxboard; tin and aluminum; #1 through #7 plastic bottles, tubs and jugs; and mixed paper (newspaper, magazines, office paper, junk mail, etc.). Clear and brown glass may also be put in your recycling collection, but due to safety and operational concerns, we ask you to consider alternatives.

If you have any questions, please feel free to contact a Granger customer service representative at 517-372-2800 or 1-888-9GRANGER (1-888-947-2643). Representatives are available Monday – Friday, 8 a.m. – 5 p.m.

Most Sincerely,

Keith Granger  
Chief Executive Officer

*\*To be eligible to receive no additional cost recycling, you must be a Granger customer living in a single-unit household who does not receive trash service through a contract (such as with a homeowners' or condo association) and does not use bag tags for trash service.*

**TEAMING UP to RECYCLE MORE!**





To: Adam Smith  
From: Chad Brunton  
RE: Recycle Center

Please note that the recycle center has become difficult to control for the following reasons.

1. Staffing a low paying position every Saturday prove challenging to retain employees long term.
2. I do not work on Saturdays or in the evening so supervising these employees is a challenge.
3. Being open 24/7 most of the time it remains unattended and many people use this as a place to dispose of materials that are to large or hazardous for regular trash service. IE. Paint, chemicals, T.V. sets, household trash.
4. Styrofoam is left every day when no attendant is present. If it is dirty we must throw it in the trash instead of recycling it.
5. Wind blowing causes Styrofoam and cardboard to be blown around the center and down Whitney St.
6. The gravel lot is very icy in the winter and due to its porous nature salting it causes an extreme mud issue.
7. Much unnecessary time is spent by public service employees picking up the extra trash that gets dumped or blows around.
8. The additional trash is filling our dumpsters over capacity at the cemetery.

Thank you,

A handwritten signature in blue ink, appearing to read "Chad Brunton", is written over a faint, larger version of the same signature.

Chad Brunton



TO: Adam Smith  
Grand Ledge City Council

FROM: Martin Underhill

REF: Request to waive hiring freeze

DATE: August 21, 2015

The Department currently has a vacancy for a full time officer. We have selected Officer Craig Plesscher, who is now serving as a part time officer, to fill that vacancy. We respectfully request that the Council waive the hiring freeze to allow us to hire Officer Plesscher full time and bring the department to full staffing.

Thank you for your consideration of this request.

REFER TO  
PAGE  
6 of 10

CITY OF GRAND LEDGE  
200 E. Jefferson Street  
Grand Ledge, MI 48837

**MINUTES - COMMITTEE OF THE WHOLE  
12 MARCH 2001  
6:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
200 E. JEFFERSON ST.**

- I. **ROLL CALL** - Mayor Ed Wyszynski; Mayor Pro-Tem Sheila Deming; Council members Elizabeth Brandon, Graydon Briggs, Kalmin Smith, and Stephen Tuma  
- Council member Bob Fine was absent excused  
**OTHERS PRESENT** - Jon Bayless, City Administrator; Loren Sengstock, City Treasurer/Finance Director; Gregory Newman, City Clerk

II. **DISCUSSION OF A FIRE AUTHORITY**

Discussion took place concerning the options of a Fire Authority or a Fire Agreement and the differences between the two, the example of the South Haven Agreement, the direction of the Council for the City Administrator and the Fire Chief to start negotiations with Oneida Township regarding a new Authority or Agreement, the authority of the individual entities in the current Agreement, the desire of Council regarding the authority of the individual entities in a new Authority or Agreement, the need to determine the entities to be involved in a new Authority or Agreement, the need to determine the Council's desire regarding whether or not the new Authority or Agreement will have taxing authority, the ability of either an Authority or Agreement to have varying degrees of involvement of the individual entities, the need to reduce the City millage relative to the amount of any millage passed by a new Authority or Agreement, the need to look at the best solution for the future and not a short-term solution, the intent of the townships not to support a new Authority or Agreement with taxing authority, the example of the Grand Traverse County Agreement, the need to develop a formula for contributions, the need to decide the composition and size of a new board.

CONSENSUS TO DEVELOP A HYBRID OF BOTH AN AUTHORITY AND AN AGREEMENT WITHOUT TAXING AUTHORITY AND WITH BUDGETARY, POLICY, AND HIRING CONTROL RESTING WITH THE BOARD AND NOT THE INDIVIDUAL ENTITIES.

**MINUTES - REGULAR MEETING  
12 MARCH 2001  
7:30 P.M.  
COUNCIL CHAMBERS, CITY HALL  
200 E. JEFFERSON ST.**

- I. **ROLL CALL** - Mayor Ed Wyszynski; Mayor Pro-Tem Sheila Deming; Council members Elizabeth Brandon, Graydon Briggs, Kalmin Smith, and Stephen Tuma  
- Council member Bob Fine was absent excused  
**OTHERS PRESENT** - Jon Bayless, City Administrator; Loren Sengstock, City Treasurer/Finance Director; Gregory Newman, City Clerk; Kevin Roragen, Assistant City Attorney
- II. **PLEDGE OF ALLEGIANCE**

**III. AUDIENCE PARTICIPATION**

**IV. APPROVAL OF CONSENT AGENDA**

**A. Financial Transactions and Bills**

COUNCIL MEMBER BRANDON MOVED, COUNCIL MEMBER SMITH SECONDED, TO APPROVE THE CONSENT AGENDA OF 13 MARCH 2001.

COUNCIL MEMBER BRANDON MOVED, COUNCIL MEMBER TUMA SECONDED, TO MOVE ITEM IV. A. FINANCIAL TRANSACTIONS AND BILLS TO THE REGULAR AGENDA AS ITEM IX. F. MOTION PASSED.

**V. APPROVAL OF REGULAR AGENDA**

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO APPROVE THE REGULAR AGENDA OF 12 MARCH 2001, AMENDED BY INSERTING AS ITEM IX. G. A MOTION TO DIRECT THE CITY TREASURER/FINANCE DIRECTOR, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT, AND CITY ASSESSOR TO CONFIRM THE PROPERTIES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT, MAKE NECESSARY CHANGES TO THE ROLL, AND REIMBURSE THE CITY AND/OR THE DOWNTOWN DEVELOPMENT AUTHORITY FOR LOST TAX REVENUE, AND SUBMIT A REPORT OF COMPLETION TO THE COUNCIL AT ITS REGULAR MEETING ON 09 APRIL 2001; AND BY INSERTING AS ITEM IX. H. A RESOLUTION TO AUTHORIZE THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF GRAND LEDGE, TO AT&T WIRELESS PCS, L.L.C., FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING A COMMUNICATIONS FACILITY THEREON. MOTION PASSED.

**VI. APPROVAL OF MINUTES**

**A. Regular Minutes of 26 February 2001**

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO APPROVE THE REGULAR MINUTES OF 26 FEBRUARY 2001, AMENDED BY INDICATING COUNCIL MEMBER TUMA WAS ABSENT EXCUSED. MOTION PASSED.

**VII. BID AWARDS**

**A. Resolution** - To approve and authorize a bid award to Liquiforce Sewer Services, Inc. for W. Jefferson St. Sewer Project (postponed on 26 February 2001).

Jon Bayless, City Administrator, recommended the resolution be postponed indefinitely.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO POSTPONE THE RESOLUTION TO APPROVE AND AUTHORIZE A BID AWARD TO LIQUIFORCE SEWER SERVICES, INC. FOR W. JEFFERSON ST. SEWER PROJECT INDEFINITELY. MOTION PASSED.

- B. **Resolution #26 of 2001** - To approve and authorize a bid award to Comerica Securities for the purchase of the Transportation Fund Bonds.

COUNCIL MEMBER SMITH MOVED, COUNCIL MEMBER DEMING SECONDED, TO ADOPT RESOLUTION #26 OF 2001, TO APPROVE AND AUTHORIZE A BID AWARD TO THE LOWEST INTEREST COST BID FOR THE PURCHASE OF THE TRANSPORTATION FUND BONDS.

Jon Bayless, City Administrator, reported the bids were opened today at 2:30 p.m. and presented the bid sheets.

Mike Gresens, bond counsel, reported three bids were received and recommended the bid be awarded to the lowest bidder, Comerica.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO AMEND RESOLUTION #26 OF 2001, BY INSERTING COMERICA SECURITIES. MOTION PASSED.

MOTION TO ADOPT RESOLUTION #26 OF 2001, AS AMENDED, PASSED.

#### VIII. ORDINANCES - PUBLIC HEARINGS

- A. **Public Hearing** - On an ordinance to amend the Grand Ledge Traffic Code by adding Section 682b, to prohibit persons less than eighteen (18) years of age from riding in the open bed of a pickup truck, except as otherwise provided.

MAYOR WYSZYNSKI OPENED THE PUBLIC HEARING ON AN ORDINANCE TO AMEND THE GRAND LEDGE TRAFFIC CODE BY ADDING SECTION 682B, TO PROHIBIT PERSONS LESS THAN EIGHTEEN (18) YEARS OF AGE FROM RIDING IN THE OPEN BED OF A PICKUP TRUCK, EXCEPT AS OTHERWISE PROVIDED, AT 8:42 P.M.

Council member Deming explained the ordinance language is from State Law and there are exceptions for parades and for trucks traveling 15mph or slower.

No public comment received.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO CLOSE THE PUBLIC HEARING ON AN ORDINANCE TO AMEND THE GRAND LEDGE TRAFFIC CODE BY ADDING SECTION 682B, TO PROHIBIT PERSONS LESS THAN EIGHTEEN (18) YEARS OF AGE FROM RIDING IN THE OPEN BED OF A PICKUP TRUCK, EXCEPT AS OTHERWISE PROVIDED, AT 8:43 P.M. MOTION PASSED.

- B. **Ordinance** - Introduce and set a Public Hearing for 09 April 2001 at 7:30 p.m. on an ordinance to amend the Grand Ledge Traffic Code by adding a provision to prohibit exhibition driving.
- C. **Ordinance** - Introduce and set a Public Hearing for 09 April 2001 at 7:30 p.m. on an ordinance to establish Fund 272 Parks and Recreation Grant Fund.

COUNCIL MEMBER TUMA MOVED, COUNCIL MEMBER DEMING SECONDED, TO INTRODUCE AND SET A PUBLIC HEARING FOR 09 APRIL 2001 AT 7:30 P.M. ON AN ORDINANCE TO ESTABLISH FUND 272 PARKS AND RECREATION GRANT FUND. MOTION PASSED.

- D. **Ordinance** - Introduce and set a Public Hearing for 09 April 2001 at 7:30 p.m. on an ordinance to establish Fund 441 Transportation Fund Bonds, Series 2001.

COUNCIL MEMBER SMITH MOVED, COUNCIL MEMBER DEMING SECONDED, TO INTRODUCE AND SET A PUBLIC HEARING FOR 09 APRIL 2001 AT 7:30 P.M. ON AN ORDINANCE TO ESTABLISH FUND 441 TRANSPORTATION FUND BONDS, SERIES 2001. MOTION PASSED.

## IX. MOTIONS AND RESOLUTIONS

- A. **Resolution #27 of 2001** - To transfer all stock in 2000 Class C licensed business with Dance Permit, located at 306-308 S. Bridge St. from Patrick Dionise, Inc. to Barbara J. Dionise.

COUNCIL MEMBER BRANDON MOVED, COUNCIL MEMBER DEMING SECONDED, TO ADOPT RESOLUTION #27 OF 2001, TO TRANSFER ALL STOCK IN 2000 CLASS C LICENSED BUSINESS WITH DANCE PERMIT, LOCATED AT 306-308 S. BRIDGE ST. FROM PATRICK DIONISE, INC. TO BARBARA J. DIONISE.

Council member Tuma questioned the reason for two different resolutions for the transfer.

Gregory Newman, City Clerk, pointed out the notation on each resolution designating the first as step 1 and the second as step 2.

MOTION TO ADOPT RESOLUTION #27 OF 2001, PASSED.

- B. **Resolution #28 of 2001** - To transfer ownership of 2000 Class C licensed business with Dance Permit, located at 306-308 S. Bridge St. from Patrick Dionise, Inc. to Cugino's, Inc.

COUNCIL MEMBER SMITH MOVED, COUNCIL MEMBER BRANDON SECONDED, TO ADOPT RESOLUTION #28 OF 2001, TO TRANSFER OWNERSHIP OF 2000 CLASS C LICENSED BUSINESS WITH DANCE PERMIT, LOCATED AT 306-308 S. BRIDGE ST. FROM PATRICK DIONISE, INC. TO CUGINO'S, INC. MOTION PASSED.

- C. **Resolution #29 of 2001** - To tentatively declare the intent of the City Council to establish a special assessment district for the purpose of equipping a fire department with a pumper/tanker and all equipment and apparatus associated therewith, and to set a Public Hearing for 09 April 2001 at 7:30 p.m. to hear comments about and objections to the special assessment district.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER SMITH SECONDED, TO ADOPT RESOLUTION #29 OF 2001, TO TENTATIVELY DECLARE THE INTENT OF THE CITY COUNCIL TO ESTABLISH A SPECIAL ASSESSMENT DISTRICT FOR THE PURPOSE OF EQUIPPING A FIRE DEPARTMENT AND TO SET A PUBLIC HEARING FOR 09 APRIL 2001 AT 7:30 P.M. TO HEAR COMMENTS ABOUT AND OBJECTIONS TO THE SPECIAL ASSESSMENT DISTRICT.

Mike Gresens, bond counsel, stated the Council needs to decide how specific they desire the resolution to be regarding the equipment purchased.

Council member Tuma expressed his opinion the intent of Council is to purchase only a pumper/tanker with this Special Assessment.

COUNCIL MEMBER TUMA MOVED, COUNCIL MEMBER DEMING SECONDED, TO AMEND RESOLUTION #29 OF 2001, BY STRIKING "BUT NOT" AND "NECESSARY APPARATUS, EQUIPMENT AND VEHICLES" AND INSERTING "A PUMPER/TANKER AND ALL EQUIPMENT AND APPARATUS ASSOCIATED THEREWITH" IN THE FIRST PARAGRAPH AND IN ITEM 2.

Council member Smith expressed his opinion limiting the Special Assessment is not in the best interest of the City and there may be unforeseen expenses in the future and no way to fund them.

Council member Tuma stated his opinion it is unethical to use the Special Assessment for a purpose other than that which was intended.

Council member Briggs stated his opinion action is premature until a new Authority or Agreement is formed.

Council member Smith stated the current equipment is in poor shape and expressed his opinion delaying will not put the assessment in place in time.

Council member Tuma suggested all needs should be addressed before the Public Hearing on the Special Assessment.

Council member Deming stated her support of limiting the Special Assessment to the purchase of a pumper/tanker and expressed her opinion a Special Assessment is not the right method for long-term funding.

Jon Bayless, City Administrator, explained the bids for the apparatus and the negotiations with Oneida Township will be ongoing during the Special Assessment process.

MOTION TO AMEND RESOLUTION #29 OF 2001, BY LIMITING THE SPECIAL ASSESSMENT TO THE PURCHASE OF A PUMPER/TANKER AND ALL EQUIPMENT AND APPARATUS ASSOCIATED THEREWITH. AYES: BRANDON, BRIGGS, DEMING, TUMA. NAYS: SMITH, WYSZYNSKI. MOTION PASSED.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO AMEND RESOLUTION #29 OF 2001, BY STRIKING "CITY HALL, 200 EAST JEFFERSON" AND INSERTING "BOARD ROOM, SAWDON SCHOOL, 220 LAMSON ST." IN ITEM 4. MOTION PASSED.

Mike Gresens, bond counsel, explained the first Public Hearing will address the purpose and direction of the Special Assessment and the second Public Hearing will address the cost.

Council member Tuma asked the City Administrator, to include in the notice the cost of the Special Assessment in increments of \$10,000, starting at a taxable value of \$25,000.

MOTION TO ADOPT RESOLUTION #29 OF 2001, AS AMENDED, PASSED.

D. **Resolution #30 of 2001** - To designate Old Kent as the bond registrar-paying agent for the Transportation Fund Bonds.

COUNCIL MEMBER BRANDON MOVED, COUNCIL MEMBER DEMING SECONDED, TO ADOPT RESOLUTION #30 OF 2001, TO DESIGNATE THE BOND REGISTRAR-PAYING AGENT FOR THE TRANSPORTATION FUND BONDS.

Mike Gresens, bond counsel, recommended the Council designate Old Kent the bond registrar-paying agent for the Transportation Fund Bonds.

COUNCIL MEMBER TUMA MOVED, COUNCIL MEMBER DEMING SECONDED, TO AMEND RESOLUTION #30 OF 2001, BY INSERTING "OLD KENT BANK" IN ITEM 1. MOTION PASSED.

MOTION TO ADOPT RESOLUTION #30 OF 2001, AS AMENDED, PASSED.

E. **Motion** - To implement a hiring freeze, effective immediately, unless approved by Council.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER TUMA SECONDED, TO IMPLEMENT A TEMPORARY HIRING FREEZE, EFFECTIVE IMMEDIATELY, UNLESS APPROVED BY COUNCIL.

Council member Deming commented on the need to use part of the surplus from last year in order to make budget adjustments and expressed her opinion Council should review all hiring.

Council member Smith expressed his opinion the Council is moving without having all the information necessary.

Jon Bayless, City Administrator, mentioned the balance of the cost of personnel and the amount of services available and reviewed the current and expected vacancies in various departments.

Mayor Wyszynski expressed his opinion the residents see the services available not the fund balance and stated he will vote "No."

MOTION TO IMPLEMENT A TEMPORARY HIRING FREEZE, PASSED.

F. **Motion** - To approve the Financial Transactions and Bills submitted on 12 March 2001.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO APPROVE THE FINANCIAL TRANSACTIONS AND BILLS SUBMITTED ON 12 MARCH 2001.

Council member Tuma asked about the number of and charges for cellular phones; suggested using radios instead of cellular phones; and requested the City Administrator submit report to the Council on cellular phone usage and costs.

Council member Smith requested the City Administrator include in his report the benefits of using cellular phones.

Council member Deming suggested the possibility of changing service providers or contracts to lower costs.

Council member Tuma requested the City Administrator include in his report a cost analysis of radios and the benefits of using radios.

MOTION TO APPROVE THE FINANCIAL TRANSACTIONS AND BILLS SUBMITTED ON 12 MARCH 2001, PASSED.

- G. **Motion** - To direct the City Treasurer/finance Director, Director of Community and Economic Development, and City Assessor to confirm the properties within the Downtown Development Authority District, make necessary changes to the roll, and reimburse the City and/or the Downtown Development Authority for lost tax revenue, and submit a report of completion to the Council at its regular meeting on 09 April 2001.

COUNCIL MEMBER TUMA MOVED, COUNCIL MEMBER BRIGGS SECONDED, TO DIRECT THE CITY TREASURER/FINANCE DIRECTOR, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT, AND CITY ASSESSOR TO CONFIRM THE PROPERTIES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT, MAKE NECESSARY CHANGES TO THE ROLL, AND REIMBURSE THE CITY AND/OR THE DOWNTOWN DEVELOPMENT AUTHORITY FOR LOST TAX REVENUE, AND SUBMIT A REPORT OF COMPLETION TO THE COUNCIL AT ITS REGULAR MEETING ON 09 APRIL 2001.

Council member Deming expressed her understanding the process is already underway; suggested leaving the matter in the hands of the City Administrator; and stated there will need to be time allowed for adjustments of revenues.

Jon Bayless, City Administrator, explained several weeks have been spent on the issue and stated the time-frame depends on the extent of the problem.

Council member Briggs expressed his opinion the Director of Community and Economic Development should do the work, not the City Administrator.

Mayor Wyszynski stated the Downtown Development Authority taxroll is the responsibility of the City Assessor and not the Director of Community and Economic Development.

Council member Tuma expressed his opinion the matter can be left in the hands of the City Administrator and suggested a progress report be submitted to the Council at its regular meeting on 09 April 2001.

MOTION TO DIRECT THE CITY TREASURER/FINANCE DIRECTOR, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT, AND CITY ASSESSOR TO CONFIRM THE PROPERTIES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT, MAKE NECESSARY CHANGES TO THE ROLL, AND REIMBURSE THE CITY AND/OR THE DOWNTOWN DEVELOPMENT AUTHORITY FOR LOST TAX REVENUE, AND SUBMIT A REPORT OF COMPLETION TO THE COUNCIL AT ITS REGULAR MEETING ON 09 APRIL 2001, FAILED.

- H. **Resolution** - To authorize the lease of certain real property owned by the City of Grand Ledge, to AT&T Wireless PCS, L.L.C., for the purpose of installing, maintaining, and operating a communications facility thereon.

COUNCIL MEMBER TUMA MOVED, COUNCIL MEMBER DEMING SECONDED, TO INTRODUCE A RESOLUTION TO AUTHORIZE THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY OF GRAND LEDGE, TO AT&T WIRELESS PCS, L.L.C., FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING A COMMUNICATIONS FACILITY THEREON.

Kevin Roragen, Assistant City Attorney, reported on his review of the lease and the changes made and explained the Charter requirements for adopting a resolution authorizing a lease.

Council member Briggs asked what fund the revenue would benefit.

Jon Bayless, City Administrator, stated the tower is a Water fund asset.

Loren Sengstock, City Treasurer/Finance Director, explained the Council can place the revenue anywhere.

MOTION TO INTRODUCE A RESOLUTION TO AUTHORIZE THE LEASE OF REAL PROPERTY TO AT&T WIRELESS, PASSED.

**X. COMMUNICATIONS FROM THE MAYOR**

Mayor Wyszynski reported on the resignation of Fred Hamilton from the Planning Commission.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO ACCEPT THE RESIGNATION OF FRED HAMILTON, WITH REGRET AND THANKFULNESS FOR HIS COMMITMENT. MOTION PASSED.

Mayor Wyszynski recommended the reappointment of Vic Kingery and David Ruggles, and the appointment of John Watkin to the Planning Commission.

COUNCIL MEMBER SMITH MOVED, COUNCIL MEMBER DEMING SECONDED, TO REAPPOINT VIC KINGERY AND DAVID RUGGLES, AND TO APPOINT JOHN WATKIN TO THE PLANNING COMMISSION. MOTION PASSED.

Mayor Wyszynski announced the 60<sup>th</sup> wedding anniversary of Ara and Joyce Jolls.

**XI. REPORTS FROM COUNCIL COMMITTEES**

**XII. COMMUNICATIONS FROM THE CITY ADMINISTRATOR**

Jon Bayless, City Administrator, reported on the purchase of the new chairs for the Council chambers and mentioned the possibility of covering the paneling and improving the lighting.

Jeff LaVoy explained the suggestion of purchasing new equipment for the sound system and of placing the video camera on the ceiling with the recording equipment in the cable television room.

CONSENSUS TO IMPROVE THE LIGHTING BUT NOT COVER THE PANELING, AND TO WAIT UNTIL AFTER THE PUBLIC HEARING AT THE GRAND LEDGE PUBLIC SCHOOLS BOARD ROOM BEFORE MAKING CHANGES TO THE SOUND SYSTEM.

**XIII. COMMUNICATIONS FROM THE CITY ATTORNEY**

Kevin Roragen, Assistant City Attorney, mentioned the meeting scheduled for 13 March 2001 to discuss the water/sewer agreement with Oneida Township; mentioned the current Fiscal Year attorney fees are under the budgeted amount; and recommended the Council go

into Closed Session for the purpose of discussing trial or settlement strategy in connection with specific pending litigation.

**XIV. COMMUNICATIONS FROM COUNCIL**

Council member Tuma thanked the City Administrator for the proposals for engineering services; asked about the Director of Community and Economic Development's report concerning maintenance repairs; and requested a Closed Session for the purpose of considering material exempt from discussion or disclosure by state or federal statute.

Council member Brandon mentioned Mudge's Follies rehearsals on Tuesday nights at 7:00 p.m. in the Methodist Church and the fund-raising dinner for the Island Restoration Committee on 14 March 2001 from 6:00 p.m. to 8:30 p.m. for \$25.00.

Council member Smith mentioned a meeting for the residents of Ward II on 21 March 2001 at 7:00 p.m. at the Fire Barn.

**XV. CLERK'S REPORT OF COMMUNICATIONS, PETITIONS AND REFERRALS**

**XVI. OTHER BUSINESS**

**XVII. AUDIENCE PARTICIPATION**

**XVIII. CLOSED SESSION**

- A. **Per Section 8(e) of the Open Meetings Act** - To consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation.
- B. **Per Section 8(h) of the Open Meetings Act** - To consider material exempt from discussion or disclosure by state or federal statute.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO MOVE INTO CLOSED SESSION AT 9:45 P.M. TO CONSULT WITH THE CITY ATTORNEY REGARDING TRIAL OR SETTLEMENT STRATEGY IN CONNECTION WITH SPECIFIC PENDING LITIGATION, PER SECTION 8(E) OF THE OPEN MEETINGS ACT; AND TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE, PER SECTION 8(H) OF THE OPEN MEETINGS ACT. MOTION PASSED.

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER TUMA SECONDED, TO MOVE BACK TO THE REGULAR COUNCIL MEETING AT 10:12 P.M. MOTION PASSED.

**XIX. ACTIONS FROM CLOSED SESSION**

**XX. ADJOURNMENT**

COUNCIL MEMBER DEMING MOVED, COUNCIL MEMBER BRANDON SECONDED, TO  
ADJOURN THE REGULAR MEETING OF 12 MARCH 2001, AT 10:12 P.M. MOTION PASSED.

APPROVED 26 MARCH 2001.

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Gregory L. Newman, City Clerk

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James Edward Wyszynski, Jr., Mayor