Grand Ledge City Council
Regular Meeting Agenda

REGULAR MEETING AGENDA
MONDAY, 27 APRIL 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 (from staff)** – To approve the Monday, 27 April 2015 City Council consent agenda, as follows:

i. Financial transactions and bills.

ii. Monday, 13 April 2015 regular City Council minutes.

iii. Motion – To authorize the City Administrator to sign a letter recognizing Jennifer Michelin of 44North as the City's exclusive Agent of Record for the purpose of servicing and receiving commissions on the City's healthcare program.

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, 27 April 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.

A. **Resolution** – To approve a Lease Agreement with the Over the Ledge Theatre Company, for the Ledges Playhouse (introduced 23 March 2015, published 29 March 2015).

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. **Ordinance (Introduction)** – To introduce and set a public hearing for the Monday, 11 May 2015, regular City Council meeting, on an ordinance amending Grand Ledge City Code §§220-72, Access to a street, and 220-74, Access management.

B. **Resolution (Introduction)** – To approve a Quit Claim Deed to Keith Mulder for the property located at 718 Spring St.

C. **Resolution** – To accept a Michigan Natural Resources Trust Fund Land Acquisition Project Agreement for the Jaycee Park Boat Launch Improvement Project.

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.

Gregory L. Newman, City Clerk

THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 11 MAY 2015, AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN

COMMITTEE OF THE WHOLE AGENDA
MONDAY, 27 APRIL 2015
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. **ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2016**

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

CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 23 MARCH 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 Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems
– Council member Christina Bartholomew was absent
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Charles Remenar, City Treasurer / Finance Director; Gordon VanWieren, City Attorney; Larry LaHaie, Service Director; Susan Stachowiak, Zoning Administrator; Chris Blievernicht, Lieutenant;

II. **PLEDGE OF ALLEGIANCE**

Bob Doty, Planning Commission, 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, 13 April 2015 City Council consent agenda, as follows:

i. Financial transactions and bills.

ii. Monday, 23 March 2015 regular City Council minutes.

iii. Wednesday, 01 April 2015 special City Council minutes.

iv. Resolution #11 of 2015– To approve an agreement with Keith Litchfield, L.L.C., for mowing at Abrams Municipal Airport.

v. Resolution #12 of 2015– To approve a contract with Precision Lawn and Snow for City Hall landscaping services.

vi. Resolution #13 of 2015– To approve a Planned Equipment Maintenance Agreement with Cummins Bridgeway, LLC, for the City's emergency electrical generators.

vii. Resolution #14 of 2015– To approve a Membership Application and Agreement with MISS DIG System, Inc., for underground utilities marking requests.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO APPROVE THE MONDAY, 13 APRIL 2015 CITY COUNCIL CONSENT AGENDA. MOTION CARRED UNANIMOUSLY.

V. **APPROVAL OF REGULAR AGENDA**

DRAFT

A. **Motion** – To approve the Monday, 13 April 2015 regular City Council agenda.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MONDAY, 13 APRIL 2015 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VI. COMMITTEE AND BOARD REPORTS

VII. STAFF REPORTS

A. **Susan Stachowiak, Zoning Administrator** – Pending Planning Commission recommendations.

Susan Stachowiak, Zoning Administrator, reported on pending Planning Commission recommendations on Zoning Ordinance amendments.

Adam Smith, City Administrator, explained the Zoning Administrator's memoranda on the recommended Zoning Ordinance amendments.

The City Council discussed the next step in addressing the pending recommendations on Zoning Ordinance amendments.

B. **Adam Smith, City Administrator**

Adam Smith, City Administrator, reported on the release of the Public Art Request for Proposals and the 22 May 2015 deadline, and reported the new City website is live and staff continues to update it.

The City Council discussed the possibility of streaming City Council meetings.

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

A. **Resolution #15 of 2015** – To approve the site plan for Meadow Woods East Phase 1, revised 10 March 2015, contingent upon the execution of a Public Infrastructure Agreement.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #15 OF 2015, TO APPROVE THE SITE PLAN FOR MEADOW WOODS EAST PHASE 1, REVISED 10 MARCH 2015, CONTINGENT UPON THE EXECUTION OF A PUBLIC INFRASTRUCTURE AGREEMENT.

Susan Stachowiak, Zoning Administrator, reported the Planning Commission recommends approving Meadow Woods East Phase 1, explained the original planned Meadow Woods development and the change to site condominiums for the remainder of the development, explained site condominiums are subject to the same requirements as single-family homes, and reported on the Planning Commission public hearing on Meadow Woods East Phase 1.

The City Council debated the communication efforts of the Planning Commission and City staff in answering questions, and the City Council's obligation to approve a site plan if it meets the Zoning Ordinance requirements.

Council member Mulder mentioned a separate, pre-existing, business relationship with Dan Fleming.

MOTION TO ADOPT RESOLUTION #15 OF 2015, TO APPROVE THE SITE PLAN FOR MEADOW WOODS EAST PHASE 1, REVISED 10 MARCH 2015, CONTINGENT UPON THE EXECUTION OF A PUBLIC INFRASTRUCTURE AGREEMENT, CARRIED UNANIMOUSLY.

B. **Resolution #16 of 2015** – In support of Proposal 1 for safer roads.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #16 OF 2015, IN SUPPORT OF PROPOSAL 1 FOR SAFER ROADS. AYES: LANTZ, MULDER, SMITH, WILLEMS. NAYS: BARTHOLOMEW, ROBERTS. MOTION CARRIED.

C. **Resolution #17 of 2015** – To approve and authorize a bid award for concrete steps and sidewalk at Fitzgerald Field.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADOPT RESOLUTION #17 OF 2015, TO APPROVE AND AUTHORIZE A BID AWARD FOR CONCRETE STEPS AND SIDEWALK AT FITZGERALD FIELD.

Adam Smith, City Administrator, presented the bid results.

Larry LaHaie, Service Director, reported on the request for proposals and the bid results, and recommended the bid from D.L. Barron Concrete.

The City Council debated the protection of the concrete.

MOTION TO ADOPT RESOLUTION #17 OF 2015, TO APPROVE AND AUTHORIZE A BID AWARD FOR CONCRETE STEPS AND SIDEWALK AT FITZGERALD FIELD, CARRED UNANIMOUSLY.

D. **Resolution #18 of 2015** – To amend the Annual Budget for the Fiscal Year Ending 30 June 2015.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO ADOPT RESOLUTION #18 OF 2015, TO AMEND THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2015.

Adam Smith, City Administrator, explained the amendments to the Annual Budget for the Fiscal Year Ending 30 June 2015 address Cable Franchise fees, personnel, Abrams Municipal Airport, and Capital Projects Fund issues.

The City Council debated the 2013 brush grinding costs.

MOTION TO ADOPT RESOLUTION #18 OF 2015, TO AMEND THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2015, CARRIED UNANIMOUSLY.

E. **Motion** – To receive the proposed Annual Budget for the Fiscal Year Ending 30 June 2016.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO RECEIVE THE PROPOSED ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2016.

Adam Smith, City Administrator, explained the proposed rate increase, and mentioned the General Fund transfer to the Grants Fund for Jaycee Park and Oak Park projects.

Larry LaHaie, Service Director, presented the Water and Sewer Fund Annual Budget for the Fiscal Year Ending 30 June 2015.

The City Council debated the replacement of residential water meters, the possibility of posting the proposed water rate study on the website, the replacement of water and sewer systems during road construction, and the significance of taking action to receive the proposed Annual Budget for the Fiscal Year Ending 30 June 2016.

MOTION TO RECEIVE THE PROPOSED ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2016, CARRIED UNANIMOUSLY.

F. **Motion** – To set a public hearing for 11 May 2015 on the Annual Budget for the Fiscal Year Ending 30 June 2016 and the property tax millage rate proposed to be levied to support the proposed budget.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO SET A PUBLIC HEARING FOR 11 MAY 2015 ON THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2016 AND THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET.

Adam Smith, City Administrator, explained the requirement to hold a public hearing.

MOTION TO SET A PUBLIC HEARING FOR 11 MAY 2015 ON THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2016 AND THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET, CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

XII. CLOSED SESSION

A. **Motion** – To move into closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement, per the Open Meetings Act, Section 8(c), and to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO MOVE INTO CLOSED SESSION FOR A STRATEGY AND NEGOTIATION SESSION CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT, PER THE OPEN MEETINGS ACT, SECTION 8(C), AND TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE, PER THE OPEN MEETINGS ACT, SECTION 8(H), AT 8:17 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER WILLEMS LEFT, AT 9:45 P.M.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER ROBERTS SECONDED, TO RETURN TO THE MONDAY, 13 APRIL 2015, REGULAR CITY COUNCIL MEETING, AT 9:52 P.M. MOTION CARRIED UNANIMOUSLY.

XIII. ADJOURNMENT

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADJOURN THE MONDAY, 13 APRIL 2015, REGULAR CITY COUNCIL MEETING, AT 9:51 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

City Hall • 310 Greenwood St. • Grand Ledge MI 48837
Ph: 517.627.2149 • Fax: 517.627.9796 • www.grand-ledge.com

April 27, 2015

Blue Cross Blue Shield of Michigan
Agent Administration Department
Mail Code: 520J
600 E. Lafayette Blvd
Detroit, MI 48226-2998

Re: Agent of Record Change
Group: 007017086-0000/0001/0002/0003

To Whom It May Concern:

Please recognize Jennifer Michelin (agent #14340) of 44North, our exclusive Agent of Record for the purpose of servicing and receiving commissions on our BCBSM healthcare program.

The City of Grand Ledge has retained Jennifer Michelin to perform benefit consulting services and to provide ongoing support of our benefit plans. Please provide the 44North staff with all plan enrollment documents, plan design and other such information as requested, regarding our benefit plans effective immediately. This Agent of Record letter supersedes any previous assignments and AOR letters.

Please also accept this letter as authorization for BCBSM and BCN to recognize 44North as our Business Associate and send them all renewal information and all group reports. The information being requested is the minimum necessary Protected Health Information (PHI) required for us to administer our employee health care program. Thank you for your attention to this matter.

Sincerely,

Adam R. Smith, City Administrator
City of Grand Ledge

cc: Jennifer Michelin, 44North

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve a Lease Agreement With The Over the Ledge Theatre Company, for the Ledges Playhouse.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 27 April 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, Section 14.3(b) of the Charter provides:

"The City shall not have power to sell, lease or dispose of any real estate unless: (1) The resolution authorizing the sale, lease or disposal thereof shall be completed in the manner in which it is to be finally passed and has remained on file with the Clerk for public inspection for twenty-eight days before the final adoption or passage thereof, with notice of intent to so sell, lease or dispose of such property published not less than twenty days before the Council finally acts thereon, and unless, (2) such action is approved by the affirmative roll call vote of five or more members of the Council . . ."; and

Whereas, the City owns and holds the record title of the property commonly known and referred to as the Ledges Playhouse; and

Whereas, the Over the Ledge Theatre Company desires to continue leasing Ledges Playhouse to produce theatrical productions;

Now, Therefore, it Is Resolved:

1. The Council determines it is in the best interest of the public health, safety, and welfare to lease the Ledges Playhouse to the Over the Ledge Theatre Company, upon the terms and conditions contained in the attached Lease Agreement.

2. A copy of this Resolution, including all attachments, shall remain on file with the City Clerk, for public inspection, through the close of business on 20 April 2015, before final adoption or passage of this Resolution at the regular Council meeting on 27 April 2015.

3. The City Clerk is directed to immediately publish, in a newspaper of general circulation throughout the City, notice of intent to lease the Premises to the Over the Ledge Theatre Company.

4. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budgets for the Fiscal Years Ending 30 June 2015 through 2018.

5. 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.

Introduced by the Grand Ledge City Council this 23rd day of March, 2015.

Motion by **Mulder**

Second by **Bartholomew**

Ayes: Bartholomew, Lantz, Mulder, Smith, Willems

Nays: None

Absent: Roberts, Sowle

Adopted by the Grand Ledge City Council this 27th day of April, 2015.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____
Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #____ of 2014, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 27 April 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

_____
Gregory L. Newman, City Clerk

Introduced: 23 March 2015

Published: 29 March 2015

Adopted:

LEASE AGREEMENT

This Lease Agreement (this "Lease," the "Lease," or this "Agreement") is made of this 16th day of March, 2015, by and between the City of Grand Ledge, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, et seq., as amended, with principal offices at 310 Greenwood Street, Grand Ledge, Michigan 48837, hereinafter referred to as the "City," and Over The Ledge Theatre Company, a Michigan non-profit corporation, whose registered address is 1081/2 E. Grand River Avenue, Lansing, Michigan 48906, hereinafter referred to as "Lessee."

1. The City, for an in consideration of the rent to be paid and the covenants and agreements to be performed by Lessee, leases to Lessee, and Lessee hereby rents from the City, the Playhouse Building located in Fitzgerald Park, City of Grand Ledge, Michigan, and commonly known and referred to as the "Ledges Playhouse," hereinafter referred to as the "Premises."

2. The initial lease term of this Lease shall be for three partial years, from 12:00 a.m. April 1st through 11:59 p.m. November 30th for the 2015, 2016 and 2017 years. Nonetheless, the Premises shall be winterized in accordance with weather conditions.

A. AGREEMENTS OF LESSEE

Lessee, in consideration of the agreements of the City, hereby agrees as follows:

1. To pay as rent for the Premises the sum of Fifty and 00/100 Dollars ($50.00) per month for each month described in Paragraph 2, above.

2. To pay all charges for light, heat, fuel, power, water, and any other utilities furnished or supplied to or on any part of the Premises during the term of the Lease.

3. To pay all reasonable costs, attorney fees, and other expenses that shall be made and incurred by the City in enforcing the terms of this Agreement, except in such case as court may rule in favor of the Lessee.

4. To use and occupy the Premises for the production of stage plays, concert, musicals, fundraisers, or other generally recognized stage or theatrical productions, and for no other object or purpose, without the prior written consent of the City.

5. To keep the interior of the Premises, and any lighting, sound, or other equipment which is owned or supplied by the City, in as good repair as the same shall be at the commencement of the Lease term, reasonable wear and tear arising from use of same excepted. To make or cause to be made all necessary repairs to the exterior of the Premises which results from, are caused by, or allowed to be caused by Lessee, its agents, employees, volunteers, or invitees.

6. To permit the City and its agents to enter upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining same.

7. Not to assign this Lease or sublet the Premises, nor any portion thereof, without the express prior written consent of the City.

8. Not to make any contract for, or allow any contract or agreement to be made for, the construction, repair, or improvement on, in, or to the Premises, or any part thereof, for any work to be done on, or materials to be furnished to the Premises, or any part thereof, without providing in such contract or agreement that no liens of mechanics or material men shall be created or shall arise against the Premises or the land upon which the Premises is situated, or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons, whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this Lease, and notice is hereby given that no mechanic's lien, material man's lien, or any other encumbrance made by or obtained against the Lessee or its interest in said Premises, shall in any manner or degree affect the right, title, or interest of the City in the Premises or the land upon which the Premises is located. To that end, the Lessee further agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials, or supplies in connection with the Premises without providing in such contract or agreement that the contractor or contractors waive all rights to a mechanic's lien, by reason of furnishing any labor, service and/or material under such contract or contracts, whether written or oral, and that such contract or contracts shall, upon execution, be immediately filed with the City. No such construction, repair or improvement shall be undertaken without the prior written consent of the City.

9. That Lessee has examined and is fully apprised of the condition of the Premises, and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by the City or its agents, prior to or at the execution of this Lease.

10. That the City shall have a lien on all the property of Lessee used or situated on the Premises, to secure payment of the rent to become due under the terms of this Lease, and in default of any payment may upon ten (10) days written notice of such default, take possession of and sell such of said property as may be sufficient to pay the delinquent rental.

11. That if Lessee shall abandon or vacate the Premises, the City, upon ten (10) days' written notice to Lessee, may relet the Premises on such terms as the City may see fit; and, if after paying all related expenses, a

sufficient sum shall not be thus realized to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies. In this event, the Lease, in all other respects shall be null and void and of no further force and effect. For the purposes of the Lease, "abandon or vacate" shall be defined as having no events planned or executed at the Premises for a period of ninety (90) days during an active time period of the Lease.

12. At the expiration of this Lease, to give peaceful possession of the Premises to the City in as good condition as they are now, the usual wear and loss excepted, and to remove all property of Lessee therefrom.

13. That this Lease, at the option of the City, shall terminate in the event that Lessee shall by any court, be adjudge a bankrupt, or insolvent, or in case Lessee shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy.

14. To observe and comply with all rules, regulations and laws in effect or which may be enacted or promulgated during the continuance of this Lease by City, or any other governmental entity or agency having jurisdiction over the Premises, and to indemnify City for any damage caused by any violation thereof, including, but not limited to the County of Eaton and any of its subdivisions, committees or commissions.

15. If the failure of Lessee to perform any of the agreements or conditions contained herein results in the City paying any sum, or being compelled to perform any act which requires the payment of any sum or sums so paid, along with all additional and related costs incurred by the City, together with all interest thereon, shall be collected as additional rental at the end of that lease year. Upon failure of Lessee to make repairs as provided for herein, City may make necessary repairs, after obtaining not less than three competing bids the lowest of which shall be approved, and add the amount of the cost of such repairs to the rental due at the end of that lease year.

16. Lessee agrees to indemnify and hold City harmless for any sums paid by the City as a result of Lessee's breach of, or default on, any term or provision of this Lease Agreement.

17. The Lessee shall procure and maintain public liability insurance with the City named as an additional insured, with respect to the City's ownership of the Premises. Said policy shall have limits of liability of not less than One Million and 00/100 Dollars ($1,000,000.00) for injury to property and persons of one or more persons, per occurrence. Lessee shall furnish the original of such policy(ies)of insurance to the City. The policy(ies) shall have language which requires that the City be given thirty (30) days' prior written notice before termination of a policy. If the policy(ies) is/are terminated, the City may obtain a replacement

policy(ies) and the Lessee shall immediately reimburse the City for the cost of same.

18. Not later than April 1st of each year of this Lease Agreement, Lessee shall notify City of the exact dates or schedule of productions contemplated by Lessee. On or before May 1st of each year the City, at its option, may reserve the use of the Premises for up to five (5) days between April 1st and November 30th which do not conflict with Lessee's schedule of productions.

19. Lessee agrees to fully comply with all licensing requirements regarding the productions of plays, musicals, and the like, including, without limitation, royalties and fees due to Actor's Equity and the American Society of Composers, Authors, and Publishers (ASCAP). The indemnification hold harmless provisions contained in Paragraph 16, above, shall fully apply to the licensing requirements, including without limitation, the royalties and fees payment obligations contained in this Paragraph 19.

20. Lessee shall pay when due all taxes for the Lessee's personal property located at the Premises and shall reimburse the City for any real property taxes that are imposed as a result of the Lessee's use of the Premises.

B. AGREEMENTS OF THE CITY

The City, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. To keep the exterior of the Premises in good repair, with the exception of any damage or injury caused or permitted by Lessee, its agents, employees, volunteers, or invitees.

2. That Lessee may undertake such alterations or improvements in such parts of the Premises as may be necessary for Lessee's purposes, provided, however, that Lessee has first obtained the written consent of the City, which consent may be withheld by the City for any reason deemed satisfactory to it. Further, as to all such alterations or improvements, Lessee shall fully comply with any provisions of this Lease Agreement deemed applicable hereto. Any such alterations or improvements shall become part of the Premises and shall be retained by the City.

3. Fixtures erected in or attached to the Premises by Lessee may be removed by Lessee at the termination of this Lease, provided (a) Lessee shall not then be in default in the performance of any of his agreements contained herein, (b) that such removal shall not result in any injury to the land, building, or Premises, and (c) that the removal shall be made prior to the expiration of this Lease, or any extension thereof.

C. MUTUAL AGREEMENT OF CITY AND LESSEE

1. If during the term of this Lease, the Premises shall be destroyed by fire or any other cause other than the

gross negligence or intentional destruction thereof by Lessee, then this Lease shall cease and become null and void from the date of such damage and destruction, and Lessee shall immediately surrender the Premises to the City and shall pay rent only to the time of surrender. If the Premises shall be damaged by fire or other cause so as to be capable of being repaired within ninety (90) days of the date of such damage or destruction, City shall have the option to repair the same and during the time the repairs are being made, Lessee shall not be required to pay the aforementioned rent unless Lessee shall use the Premises during that time.

2. If any provision or provisions of this Lease shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. This Lease constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

4. No amendment, change, or modification to this Lease shall be effective or enforceable unless it is in writing and executed by each party to this Lease.

5. Neither party shall be liable in damages or have the right to terminate this Lease for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

6. This Agreement shall benefit only the City and the Lessor and shall provide no benefit to any third party not a party to this Agreement.

7. This Lease shall be governed in all respects under the laws of the State of Michigan and venue for any action shall be Eaton County, Michigan.

8. By entering into this Lease the City does not waive its defense of governmental immunity.

IN WITNESS WHEREOF, the parties have executed this Lease on the date following their respective signatures.

LESSOR:

THE CITY OF GRAND LEDGE,
a Michigan home rule city

By: _____
Kalmin D. Smith
Its: Mayor
Dated: _____

And:

By: _____
Gregory L. Newman
Its: Clerk
Dated: _____

And:

LESSEE:

OVER THE LEDGE THEATRE COMPANY,
a Michigan non-profit corporation

By: _____
Joseph D. Dickson
Its: President
Dated: 3-16-2015

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

Planning & Zoning • 310 Greenwood St. • Grand Ledge MI 48837
Ph: 517.622.7928 • Fax: 517.627.9796 • www.grand-ledge.com

MEMO

TO: Adam Smith, City Administrator
Gregory Newman, City Clerk

FROM: Susan Stachowiak, Zoning Administrator

DATE: April 8, 2015

RE: Amendments to the Zoning Ordinance – Access to a Street & Access Management

---

At its regular meeting held on October 3, 2013, the Planning Commission voted to recommend approval of the attached amendments to the Zoning Ordinance. The proposed amendment to Section 220-72 of the Zoning Ordinance, "Access to a Street", requires that newly created lots have at least 20 feet of frontage on a public street. The amendments to Section 220-74, "Access management", allow the Planning Commission to waive or modify all requirements of this Section, upon recommendation of the City Engineer and/or the Michigan Department of Transportation.

The attached ordinance amendment is being forwarded to you for introduction and scheduling of a public hearing by the City Council.

If I can answer any questions, or provide additional information, please contact me at 810-287-2743.

Thank you.

§ 220-72. Access to a street.

Any lot of record created after the effective date of this chapter shall have AT LEAST 20 FEET OF frontage on a public street. Any one lot of record created before the effective date of this chapter without any frontage on a public street shall not be occupied without access provided by an easement or other right-of-way no less than 20 feet wide.

§ 220-74. Access management.

A. The standards of this section are intended to promote safe and efficient travel within the City; minimize disruptive and potentially hazardous traffic conflicts; separate traffic conflict areas by reducing the number of driveways; provide efficient spacing standards between driveways, and between driveways and intersections; protect the substantial public investment in the street system; and to ensure reasonable access to properties, though not always by the most direct route.

B. The following standards shall apply to all uses except residential developments involving fewer than five dwelling units. However, if it appears that there would be unusual difficulty encountered in meeting these requirements because of grade changes, existing or proposed intersections, driveways, bridges, or other land restrictions, the Planning Commission, MAY WAIVE OR MODIFY THE REQUIREMENTS OF THIS SECTION upon recommendation of the City Engineer, ~~may waive or modify the requirements of this section~~ AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION, IF THE SITE IS LOCATED ON A STATE TRUNKLINE.

(1) Acceleration-deceleration-passing lanes:

(a) Driveways providing ingress and egress to all two-lane, paved major thoroughfares shall be provided with paved acceleration and deceleration lanes and passing lanes, IF RECOMMENDED BY THE CITY ENGINEER AND, IF LOCATED ON A STATE TRUNKLINE, THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

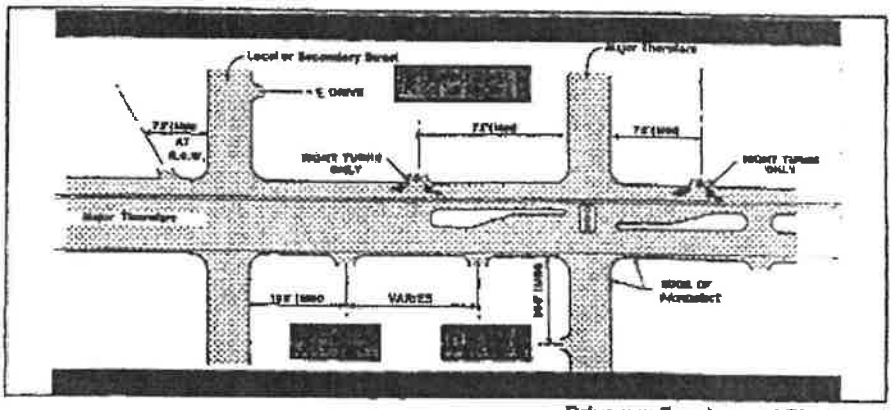
(b) Driveways providing ingress and egress to all three-lane, paved major thoroughfares shall be provided with paved acceleration and deceleration lanes IF RECOMMENDED BY THE CITY ENGINEER AND, IF LOCATED ON A STATE TRUNKLINE, THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

(c) Driveways providing ingress and egress to roads of four or more lanes shall be provided with paved tapers or turning lanes IF RECOMMENDED BY THE CITY ENGINEER AND, IF LOCATED ON A STATE TRUNKLINE, THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

(d) Required lanes or tapers shall be indicated schematically on the site plan and shall be constructed in accordance with the standards for such facilities as established by the City Engineer AND, IF LOCATED ON A STATE TRUNKLINE, THE MICHIGAN DEPARTMENT OF TRANSPORTATION.

(2) Driveway spacing:

(a) ~~Except in instances where a shared driveway is proposed, there shall be a minimum spacing of 25 feet between the center line of a driveway and the adjacent property line not including the right turn lane and/or taper. The center line for channeled driveways is measured at the street right-of-way line.~~



Driveway Spacing and Placement

(~~b~~ a) If a driveway curb radius extends beyond the frontage of the property, written consent from the affected adjacent property owner(s) allowing the design shall be provided.

(~~c~~ b) Except where a center median or boulevard is provided, to reduce left-turn conflicts, new commercial driveways shall be aligned with those across the roadway where possible. If alignment is not possible, driveways should be offset a minimum of 150 feet from those on the opposite side of the roadway.

(~~d~~ c) Minimum driveway spacing requirements shall be determined based on posted speed limits along the parcel frontage, as indicated in the following table:

Posted Speed (mph)*	**Minimum Driveway Spacing (feet)**
30	125
35	150
40	185
45	230
50	275
55	350

NOTES:
* Or the corresponding metric equivalent.

C. Distance from intersecting streets. Driveway spacing from an intersection shall be measured from the center line of the driveway to the closest edge of the nearest travel lane on the intersecting street. The required minimum distance between a driveway and an intersecting street varies as follows:

Intersecting Street	Full Movement Driveway	One-Way Drives
Major thoroughfare	250 feet	100 feet
Signalized major thoroughfare	200 feet	75 feet
Local or secondary thoroughfare	100 feet	75 feet

D. Number of driveways. Where driveway spacing standards can be met (outlined in Subsection B above), an individual parcel or contiguous parcels under the same ownership shall be permitted one two-way driveway or a paired one-way driveway system wherein one driveway is designed, and appropriately marked, to accommodate ingress traffic and the other egress traffic. In the following instances the Planning Commission may allow more than one driveway:

(1) Developments that can demonstrate that the number of vehicle trip ends will exceed 3,000 during an average day (or will be used by 300 or more vehicles during the peak hour of traffic for either the thoroughfare or the use), and lacking access to a second street, a second driveway may be allowed along the major thoroughfare provided that the additional driveway can meet the spacing standards of Subsection B above.

(2) For parcels with arterial frontage of at least 300 feet, one additional driveway may be allowed, with another driveway allowed for each 300 feet of frontage thereafter, provided that these driveways meet the standards of Subsection B above.

(3) Where parcels have frontage on more than one street the Planning Commission may allow the provision of two drives; one to each street provided that the standards of Subsections B and C above are met.

E. Alternative means of access. To reduce the number of curb cuts to the City's major thoroughfares, alternative means of access shall be encouraged in general. However, due to the driveway spacing standards specified in Subsection B above, a shared driveway may be the only design solution that will be permitted. In such cases the following alternative means of access may apply:

(1) Shared driveways. Sharing or joint use of a driveway by two or more property owners shall be encouraged. The shared driveway shall be constructed along the midpoint between the two properties. If a written easement is provided which allows traffic to travel across one parcel to access another, or access the public street, the driveway can be located entirely on one parcel.

(2) Frontage roads.

(a) In cases where a frontage road exists, is recommended in a plan adopted by the Grand Ledge Planning Commission and/or is proposed in an approved site plan for an adjoining lot or parcel, access shall be provided via such frontage road, rather than by direct connection to the major thoroughfare.

(b) In areas where frontage roads are planned, but adjacent properties have not yet developed, the site shall be designed to accommodate a future road. In such instances, the Planning Commission may temporarily grant individual parcels a

direct connection to the adjacent major thoroughfare. A performance bond or other financial guarantee must be provided which assures elimination of the temporary access upon completion of the service road. Occupancy permits shall not be issued until such financial guarantee has been submitted to the City.

(3) Parking lot connections. All parking lots shall be designed in such a way as to allow for a connection to the parking lot of an existing or future use. Such connection shall be a minimum of 20 feet in width and shall be set back a minimum of 30 feet from the planned future right-of-way of adjacent roads.

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve a Quit Claim Deed to Keith Mulder for the Property Located at 718 Spring St.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 26 May 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, Charter §C-14.3(b) provides:

"The City shall not have power to sell, lease or dispose of any real estate unless: (1) The resolution authorizing the sale, lease or disposal thereof shall be completed in the manner in which it is to be finally passed and has remained on file with the Clerk for public inspection for twenty-eight days before the final adoption or passage thereof, with notice of intent to so sell, lease or dispose of such property published not less than twenty days before the Council finally acts thereon, and unless, (2) such action is approved by the affirmative roll call vote of five or more members of the Council..."; and

Whereas, the City owns and holds the record title of the property described as fallows:

City of Grand Ledge, Hardens Addition, Lot 8 & E ½ of vacated alley adjoining, Block 1 Hardens Addition, City of Grand Ledge, 23-400-056-601-080-00

and;

Whereas, Keith Mulder has submitted a bid to purchase the above described property;

Now, Therefore, it Is Resolved:

1. The Council determines it is in the best interest of the public health, safety, and welfare to sell the above described property to Keith Mulder, by Quit Claim Deed.

2. A copy of this Resolution, including all attachments, shall remain on file with the City Clerk, for public inspection, through the close of business on 25 May 2015, before final adoption or passage of this Resolution at the regular Council meeting on 26 May 2015.

3. The City Clerk is directed to immediately publish, in a newspaper of general circulation throughout the City, notice of intent to sell the above described property to Keith Mulder.

4. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Quit Claim Deed on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Quit Claim Deed 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 Quit Claim Deed.

5. The Quit Claim deed is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2015.

Introduced by the Grand Ledge City Council this 27th day of April, 2015.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the Grand Ledge City Council this 26th day of May, 2015.

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, 26 May 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

_____

Gregory L. Newman, City Clerk

Introduced:

Published:

Adopted:

RECEIVED
FEB 11 2015
CITY CLERK
CITY OF GRAND LEDGE

RECEIVED
FEB 03 2015
MAIL
LANSING, MICH.

LIBER 2553 PAGE 0708 1 of 2
STATE OF MICHIGAN - EATON COUNTY
RECEIVED: 01/26/2015 08:35:00 AM Receipt #15001611
RECORDED: 01/26/2015 09:23:45 AM D.QCD
DIANA BOSWORTH, CLERK/REGISTER OF DEEDS

Quit Claim
Governmental Title Transfer Deed – Minerals Conveyed

No.517217

Issued under authority of Public Act 206 of 1893, as amended.

THIS DEED, made this 30th day of December, 2014 BY AND BETWEEN, the DEPARTMENT OF TREASURY for the STATE OF MICHIGAN, hereafter called "Grantor", by authority of Act 206 of Public Acts of 1893, as amended, MCL 211.78m(6), and

City of Grand Ledge
200 East Jefferson Street
Grand Ledge, MI 48837

hereafter called "Grantee".

WITNESS, that the Grantor, acting for and in behalf of the State of Michigan, by authority of Act 206, P.A. 1893, as amended, for no monetary consideration, as required by MCL 211.78m(6), hereby grants, conveys, and quit-claims unto the Grantee and to Grantee's successors and assigns, all the right, title and interest acquired by the State of Michigan in and to the following described land located in the County of Eaton, State of Michigan:

City of Grand Ledge
Hardens Addition
LOT 8 & E 1/2 OF VACATED ALLEY ADJOINING. BLOCK 1 HARDENS ADDITION CITY OF GRAND LEDGE
23-400-056-601-080-00

REC'D
JAN 24 15
EATON
COUNTY

Exemption from State Transfer Tax is claimed under authority of Section 6(h)(i), Act 255, P.A. 1994 (MCL 207.526).

Exemption from County Real Property Transfer Fee is claimed under authority of Section 5(h), Act 134, P.A. 1966 (MCL 207.505).

4206 (Rev. 10-09)

Michigan Department of Treasury, Lansing, MI.

SAVING AND EXCEPTING OUT OF THIS CONVEYANCE and saving and reserving unto the People of the State of Michigan the rights of ingress and egress over and across all of the above mentioned descriptions of land lying along any watercourse or stream, pursuant to the provisions of Part 5, General Powers and Duties, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, MCL 324.503, as amended. Further, excepting and reserving to the State of Michigan, all aboriginal antiquities including mounds, earth-works, forts, burial and village sites, mines or other relics and also reserving the right to explore and excavate for the same, by and through its duly authorized agents and employees, pursuant to the provisions of Part 761, Aboriginal Records and Antiquities, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, MCL 324.76101 to 324.76118.

This property is subject to the rights not extinguished by the circuit court's foreclosure judgment vesting title in the State pursuant to MCL 211.78k(5), including future installments of special assessments, visible or recorded easements, private deed restrictions, liens or other governmental interests imposed pursuant to the Natural Resources and Environmental Protection Act, Act 451 of the Public Act of 1998, as amended, rights under a recorded oil or gas lease, or severed oil or gas interests protected from foreclosure under MCL 554.291(3).

The terms of this conveyance shall extend to the heirs, executors, administrators, successors and the assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor, by its Manager, Foreclosure Services Section, has signed and affixed the seal of the Department of Treasury.

DEPARTMENT OF TREASURY
FOR THE STATE OF MICHIGAN

By: Patricia A. Simon
Patricia A. Simon, Manager
Foreclosure Services Section

STATE OF MICHIGAN
County of Ingham } ss.

The foregoing instrument was acknowledged before me this 9th day of January, 2015, by Patricia A. Simon, Manager, Foreclosure Services Section of the Department of Treasury for the State of Michigan.

RoAnne L. Harris
Roxanne L. Harris, Notary Public
State of Michigan, County of Ingham
My Commission Expires: February 21, 2020
Acting in the County of Ingham

PREPARED BY AND RETURN TO:
Roxanne L. Harris
FORECLOSURE SERVICES SECTION
MICHIGAN DEPARTMENT OF TREASURY
PO BOX 30760
LANSING MI 48909-8260

RECEIVED
FEB 05 2015
DEPARTMENT OF TREASURY
PROPERTY SERVICES DIVISION

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

City Hall • 310 Greenwood St. • Grand Ledge MI 48837
Ph: 517.627.2149 • Fax: 517.627.9796 • www.grand-ledge.com

BID SHEET

The City of Grand Ledge is currently accepting sealed bids through 5:00 p.m. Monday, April 6, 2015, at which time they will be publicly opened and read aloud, for the purchase of real property located at 718 Spring Street. Legal description: Lot 8 & E ½ of vacated alley adjoining. Block 1 Hardens Addition City of Grand Ledge. Envelopes must be sealed and labeled "718 Spring St. Purchase Bid"

Name THOMAS J. WETON

Contact information 722 SPRING ST. G.L.

Phone 517-231-4557 Date APRIL 6, 2015

Amount of Bid #700.00

Signature

The City reserves the right to accept any bid, reject any and all bids, to waive any informalities, and make the award in any manner deemed in the best interest of the City of Grand Ledge.

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

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Name Tim McClung

Contact information 245 Walnut st Grand Ledge

Phone 517 242-6653 Date 4/06/15

Amount of Bid $718.00

Signature Tim McClung

The City reserves the right to accept any bid, reject any and all bids, to waive any informalities, and make the award in any manner deemed in the best interest of the City of Grand Ledge.

The City of Grand Ledge

Kalmin D. Smith – Mayor | Adam R. Smith – City Administrator

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Name Keith Mulder

Contact information KeMuld@A.O.L.com

Phone 242-2756 Date 4-6-15

Amount of Bid $4000.00 Four Thousand 00/100

Signature K Mulder

The City reserves the right to accept any bid, reject any and all bids, to waive any informalities, and make the award in any manner deemed in the best interest of the City of Grand Ledge.

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Accept a Michigan Natural Resources Trust Fund Land Acquisition Project Agreement for the Jaycee Park Boat Launch Improvement Project.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 27 April 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, the City previously submitted an Natural Resources Trust Fund Land Acquisition Project grant application for the purchase of the property located at 603 E. River St.; and

Whereas, the Michigan Department of Natural Resources ("Department") has provided a Natural Resources Trust Fund Land Acquisition Project Agreement for the Jaycee Park Boat Launch Improvement Project;

Now, Therefore, it Is Resolved:

1. The City accepts the terms of the Trust Fund Land Acquisition Project Agreement for the property located at 603 E. River St., and agrees as follows:

   a. To appropriate all funds necessary to complete the project during the project period and to provide a minimum of $50,000.00 to match the grant authorized by the Department.

   b. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times in perpetuity.

   c. To regulate the use of the property acquired and reserved under the Agreement to assure the use thereof by the public on equal and reasonable terms.

   d. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

2. 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, 27 April 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

_____

Gregory L. Newman, City Clerk

MICHIGAN NATURAL RESOURCES TRUST FUND

LAND ACQUISITION PROJECT AGREEMENT

Project Number: TF14-0161

Project Title: JC Park Boat Launch/Rounds land acquisition

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and City of Grand Ledge IN THE COUNTY OF Eaton County ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA **7 of 2015**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **05/31/2015**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF14-0161** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The time period allowed for project completion 04/01/2015 through **03/31/2017**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.

3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.

4. The grant herein provided is for the acquisition by the GRANTEE of ***0.92 acres of land in Fee Simple title*** free of all liens and encumbrances, situated and being in the city/village/township of ***Grand Ledge***, in the County of ***Eaton, STATE OF MICHIGAN*** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.

5. The project area shall be used for **general park recreation and waterfront access, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.

6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the

conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

   a. To grant to the GRANTEE a sum of money equal to ***Seventy-Five (75%) percent*** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of ***One Hundred and Fifty Thousand ($150,000.00) dollars***.

   b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):

      i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;

      ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and

      iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.

   c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:

      i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for ***Seventy-Five (75%) percent*** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.

      ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.

      iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.

      iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

   a. FOR REIMBURSEMENT PROJECTS:

   The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).

ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.

iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.

iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).

v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).

ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.

iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).

iv. Provide Department and title company an approximate desired timeframe for closing.

v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.

vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.

vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide ***Fifty Thousand ($50,000.00) dollars*** as local match to this project. This sum represents ***Twenty-Five (25%) percent*** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.

c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.

d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).

e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).

f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at $750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.

g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.

h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.

i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.

j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.

k. To complete acquisition of the entire project area before **06/30/2017**. Failure to acquire the project area by **06/30/2017** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.

l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be

released upon satisfactory audit review and approval by the DEPARTMENT.

m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.

n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.

o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.

q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.

r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the

DEPARTMENT might reasonably require.

v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.

x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.

y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.

10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.

11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.

12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.

13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.

c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

15. The GRANTEE acknowledges that:

a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and

b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and

c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.

d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.

16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or

b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall

usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.

21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:

a. Terminate this Agreement; and/or

b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or

d. Require repayment of grant funds already paid to GRANTEE.

e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money

furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

b. The DEPARTMENT has signed it.

Required - Please choose one
Acquisition Closing Option Desired:

☒ This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.

☐ This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy attached) of the _____, date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#
38-6004688

WITNESSED BY:

1) _____

2) _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____
Steve DeBrabander

Title: Manager, Grants Management

Date: _____

WITNESSED BY:

1) _____

2) _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

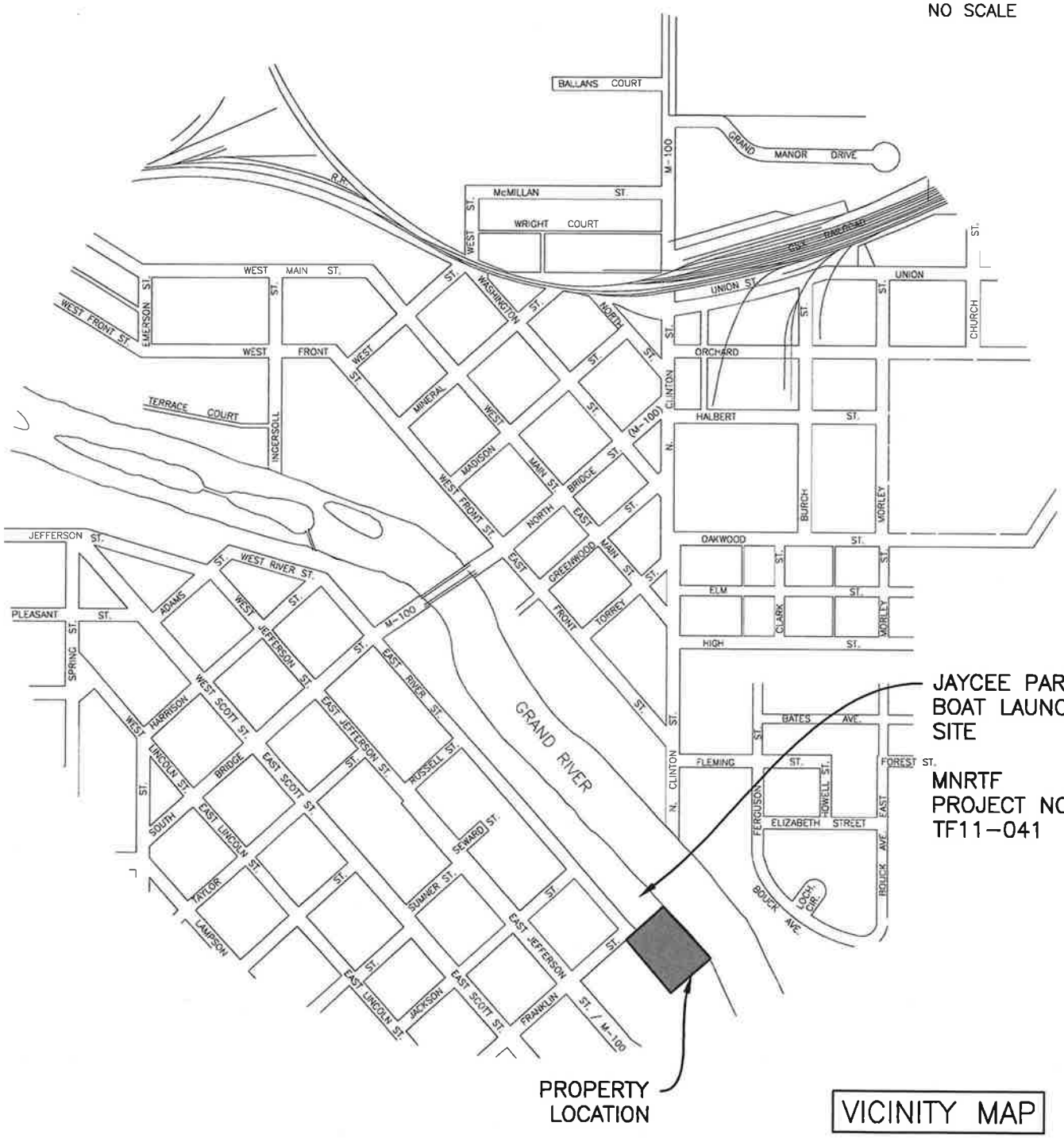
ENTIRE BLOCK AND COM. AT S CORNER OF BLOCK 49, NE PARALLEL WITH FRANKLIN ST. TO GRAND RIVER, NW ALONG RIVER TO W LINE OF SEC. 12, S TO BEG. BLK.49. CITY OF GRAND LEDGE

APPENDIX B

Boundary MAP OF THE PROJECT AREA

CITY OF GRAND LEDGE,
EATON COUNTY,
MICHIGAN

NO SCALE



VICINITY MAP

2014 MNRTF
Parcel Acquisition

Ziemnick Foster Engineering, LLC

City of Grand Ledge, Eaton County, MI | 03.24.2014 | 12033

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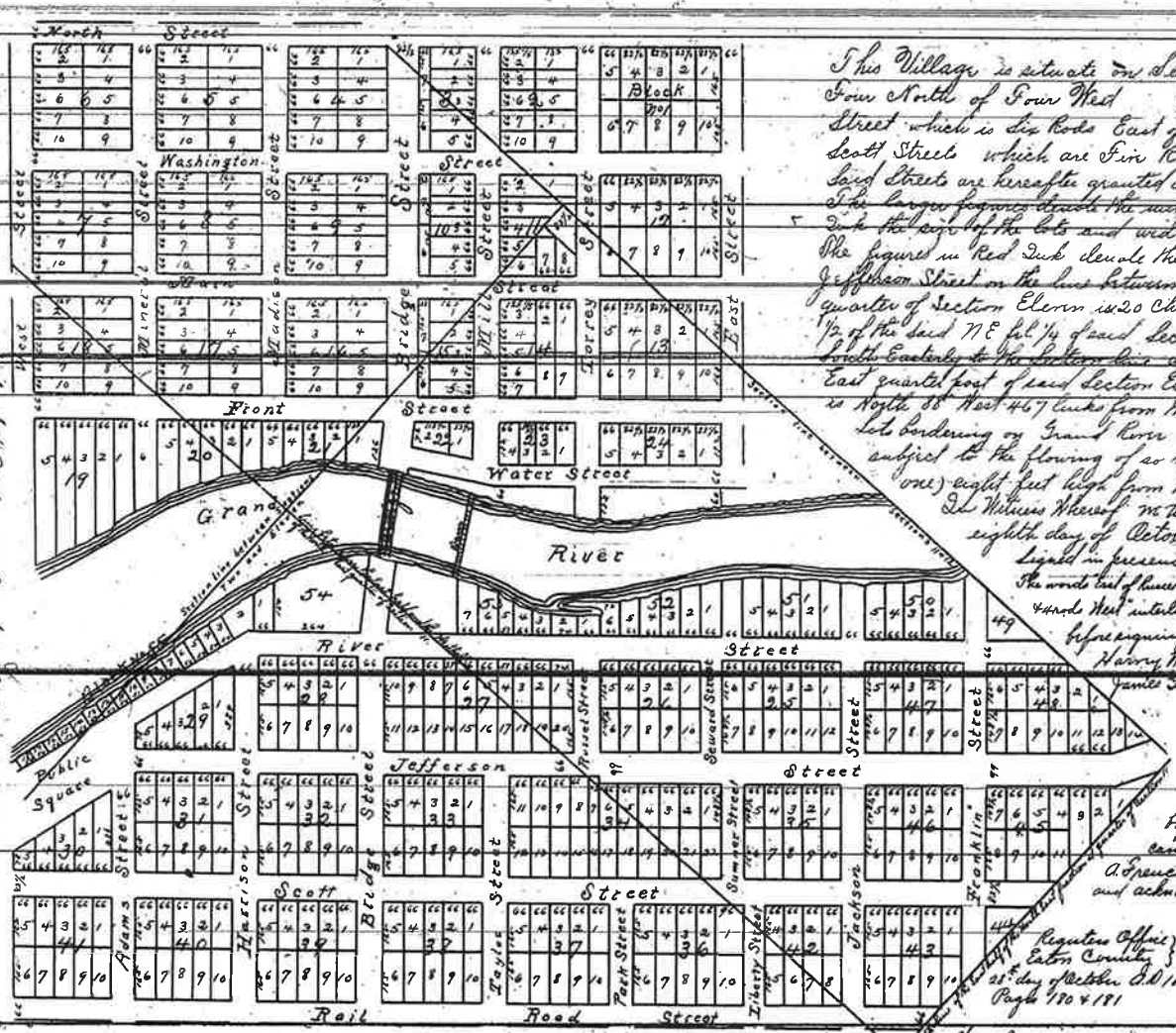
PLAT OF GRAND LEDGE



This Village is situate on Sections One, Two, Eleven and Twelve in Township Four North of Four West. The Streets are Four Rods wide except Jefferson Street which is Six Rods East of Russel Street & 4 Rods West, and Bridge and Scott Streets which are Five Rods except Bridge Street South of Grand River. Said Streets are hereafter granted and conveyed to the public and for public use and benefit. The larger figures denote the number of the Block and the small figures in black Ink the size of the lots and width of Streets in feet. The Scale is four Chains to the Inch. The figures in Red Ink denote the number of the Lots in each Block. The Center of Jefferson Street on the line between the East half and the West half of the North East fr. quarter of Section Eleven is 20 Chains and 76 links North of the South East corner of the West 1/2 of the said N E fr. 1/4 of said Section 11 and a continuation of the center of Jefferson South Easterly to the Section line will intersect said Section line 163 links South of the East quarter post of said Section Eleven. The South West corner of Block 11 is North 88 West 467 links from the North East corner of said Section 11.

Lots bordering on Grand River above the present dam are hereby declared to be subject to the flowing of so much thereof as a dam (in the location of the present one) eight feet high from the natural bed of the River may raise.

In Witness Whereof we have hereunto set our hands and seals this twenty eighth day of October A.D. 1853

Signed in presence of
The words "Est of Russel Street & 4 rods West" interlined before signing
Harvey Williams
James Gallery

Reuben Wood {L.S.}
David Taylor {L.S.}
Henry A. French {L.S.}
Edmund Lamson {L.S.}
Nathan Allen {L.S.}
Wm Russell {L.S.}
as to all my right title and interest South of Grand River Village

SUBJECT PARCEL
603 E RIVER ST.
IN RED

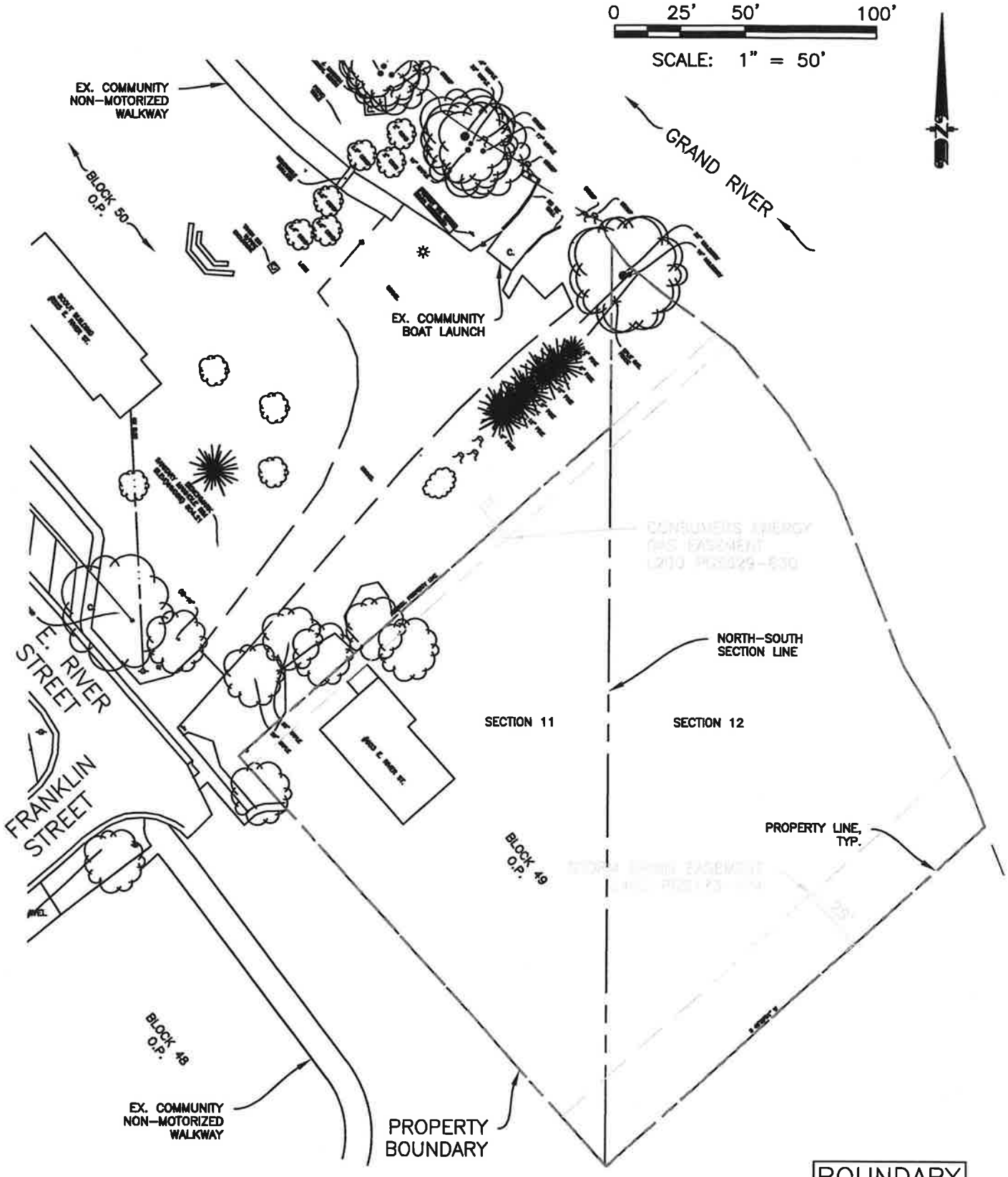
State of Michigan
County of Eaton } ss. On this twenty eighth day of October one thousand eight hundred and fifty three before me a Notary Public in and for said County personally came the above named Reuben Wood, David Taylor, Henry A. French, Edmund Lamson, Nathan Allen and William Russell and acknowledged the execution of this Plat to be their free act and deed.
Harvey Williams
Notary Public

Registers Office
Eaton County } ss. Received the annexed Plat of Grand Ledge for Record the 28th day of October A.D. 1853 at 6 O'clock P.M. and Recorded in Liber A of Miscellaneous Pages 180 & 181
Henry Robinson Register

We the undersigned do hereby certify that the annexed is a true and correct transcript of the Plat of Grand Ledge now on file in the Register's office of Eaton County Michigan. This copy was made in compliance with a resolution of the Board of Supervisors of said County passed at the January session in the year 1888.
In presence of Wm H. Griffin
L. A. Parkhurst
Wm M. Beekman Register of Eaton County
Jas G. Pollard Surveyor

State of Michigan
County of Eaton } ss. On this 23d day of February A.D. 1888 before me a Notary Public in and for said County personally appeared W. M. Beekman and Jas G. Pollard known to me to be the persons who executed the above certificate and did depose and say that the same is true to the best of their knowledge and belief.
Wm H. Griffin Notary Public

Shereby certify that the Plat on correct copy of the Platinum on Record in the Register of Deeds Office, being made under the supervision of the Judicial Board by tracing the Plat on Record and affixing the Plat on Record as a certificate. Dated the 20th day of April 1911
Alton Richard Clerk and Gen Supt



BOUNDARY MAP

2014 MNRTF
Parcel Acquisition

Ziemnick Foster Engineering, LLC

City of Grand Ledge, Eaton County, MI | 03.24.2014 | 12033

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APPENDIX C

RECREATION GRANT APPLICATION TF14-0161

(Incorporated herein by reference)

SAMPLE RESOLUTION
(Acquisition)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide a minimum of _____($_____) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.

3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

_____
Signature

_____
Title

_____
Dated

Fee Schedule
July 1, 2014 - June 30, 2015

Service	Resident	Non-Resident
Airport		
Banner Towing	$40.00 per day	$40.00 per day
	$100.00 per season	$100.00 per season
Building Department		
See BOCA Permit Fee Schedule & attachments	(.0075 x value)	n/a
Demolition	$42.00	n/a
Mobile Home	$52.00	n/a
Move Building	$52.00	n/a
Swimming Pool		
Above Ground	$52.00	n/a
In-Ground	0.0075 x value	n/a
Safety Inspection		
Residential	$100.00	n/a
Non-Residential	$150.00	n/a
Special Inspection	$75.00	n/a
Per Hour Services	$65.00	n/a
Plan Review		
1 or 2 Family Dwelling	none	n/a
Multiple Family Dwelling	50% of permit fee	n/a
Non-Residential Structure	50% of permit fee	n/a
Cemetery		
Burial Plots	$525.00	$775.00
Second Burial (on purchased plot)	$157.50	$232.50
Cremains Plots		
Plot (3' x 3' area composed of 1 or 2 niches)	$340.00	$510.00
Niche (space in a plot for single use only)	$170.00	$255.00
Grave Openings (Disinterments are double the grave opening fee)		
Burial Plot – Adult		
Before 3:30 p.m.	$937.00	$1,406.00
After 3:30 p.m. Weekends/Holidays	$1,082.00	$1,623.00
Burial Plot – Infant (less than one year old)		
Before 3:30 p.m.	$433.00	$649.00
After 3:30 p.m.	$721.00	$1,082.00
Cremains Plot		
Before 3:30 p.m.	$216.00	$324.00
After 3:30 p.m. Weekends/Holidays	$324.00	$487.00
Mausoleum		
Cement-in	$155.00	$155.00
Tier 1	$1,143.00	$1,143.00
Tier 2	$1,597.00	$1,597.00
Tier 3	$1,370.00	$1,370.00
Tier 4	$1,030.00	$1,030.00
Crypt Opening	$216.00	$324.00
Memorial Tree Site	$288.00	$433.00
Foundations for Markers	$0.75/$in^2$	$0.75/$in^2$
	$108.00/$ft^2$	$108/$ft^2$
	$155.00 for all veteran's plaques & cremains markers	$155.00 for all veteran's plaques & cremains markers
City Hall		
Checks/Insufficient Funds	$35.00	$35.00
Notary Public	$10.00	$10.00
Peddler's Permit	$25.00	$40.00

Service	Resident	Non-Resident
FOIA		
Mailing Costs		
Postage	Current 1st class rates	Current 1st class rates
Containers (excluding standard envelopes)	actual cost	actual cost
Duplication		
Paper	$.025 per page	$.025 per page
Audio and video recordings	actual cost	actual cost
Photographs	actual cost	actual cost
Publication	actual cost	actual cost
Search, Examination, Review, Deletion and Separation, and Monitoring of Inspection	hourly wage (plus ⅓, per AG Opinion #7017) of lowest paid employee capable of retrieving the requested records	
Subscriptions to Future Issuances		
Public Meeting Notices and Agendas	$5.00 pick-up / $10.00 USPS (per month)	
Minutes	$10.00 pick-up / $15.00 USPS (per month)	
Board Packets	$15.00 pick-up / $20.00 USPS (per month)	
Budget and Audit	$20.00 pick-up / $25.00 USPS	
Police Department		
Bicycle Licenses	$0.50 per bicycle	n/a
Criminal Investigation Report	$1.00 per page	$1.00 per page
Drug Kits		
1 panel	$20.00	$20.00
2 panel	$20.00	$20.00
4 panel	$20.00	$15.00
Finger Prints	$20.00	$20.00
Freedom of Information Act	hourly wage (plus ⅓, per AG Opinion #7017) of lowest paid employee capable of retrieving the requested records	
Laminating	$2.00	$2.00
Notary Public	$10.00	$10.00
Parking Permits	$30.00 per year	n/a
Preliminary Breathalyser Test		
Monday through Friday, 8:00 a.m. to 5:00 p.m.; Weekends and Holidays, 8:00 a.m. to 9:00 p.m.	$5.00	$5.00
Any other time	$6.00	$6.00
Preliminary Breathalyser Test Straws	$1.00	$1.00
Video Cassette Copies	$5.00	$5.00
DVD Copies	$5.00	$5.00

Parking Violations	Fine
1. Parking too far from curb	$10.00
2. Angle parking violations	$10.00
3. Obstructing traffic	$15.00
4. Prohibited parking (signs unnecessary, except as indicated):	
a. On sidewalk	$15.00
b. In front of drive	$15.00
c. Within intersection	$20.00
d. Within 15 feet of a hydrant	$15.00
e. On crosswalk	$15.00
f. Within 20 feet of crosswalk or 15 feet of corner lot lines	$15.00
g. Within 30 feet of street signs, traffic sign or signal	$15.00
h. Within 50 feet of railroad crossing	$15.00
i. Within 210 feet of fire station entrance	$15.00
j. Within 75 feet of fire station entrance on opposite side of street (sign required)	$15.00
k. Beside street excavation when traffic obstructed	$15.00
l. Double Parking	$15.00
m. On bridge or viaduct	$25.00
n. Within 200 feet of accident where police in attendance	$10.00
o. In front of theater	$10.00
p. Blocking emergency exit	$15.00
q. Blocking fire escape	$15.00
r. Wrong direction	$10.00
s. Front yard parking	$10.00
t. Blocking a mailbox	$10.00
u. All night parking in parking lots (3:00 a.m. to 5:00 a.m.)	$10.00
5. In prohibited zone (sign required)	$15.00
6. In an alley	$10.00

Service	Resident	Non-Resident

Police Department cont.

7. Parking for prohibited purpose:		
a. Displaying vehicle for sale		$10.00
b. Working on or repairing vehicle		$10.00
c. Displaying advertising		$10.00
d. Selling merchandise		$10.00
e. Storage over 48 hours		$10.00
8. Wrong side, boulevard or roadway		$10.00
9. Loading zone violation		$10.00
10. Not parked within parking space		$10.00
11. Failure to set brakes		$10.00
12. Parked on grade, wheels not turned to curb		$10.00
13. Abandoned vehicle (plus towing and storage charges)		$15.00
14. All night parking on streets (2:00 a.m. to 5:00 a.m.)		$10.00
15. Between sidewalk and curb		$15.00
16. Private property without owner's consent		$15.00
17. Parking in handicapped areas (sign required and plus towing and storage charge)		$100.00

Department of Public Service

Curb Cut		
Permit & Inspection	$25.00	n/a
Replace or Repair	Time and materials	n/a
Rental of Street Barricade/Cones (for construction use only)	$5.00 per barricade cone	n/a
Street Cut		
Permit & Inspection	$100.00	n/a
Repair	time and materials	n/a
Grand Ledge / Oneida Composting Center		
Annual sticker (Resolution #73 of 2013)	$20.00	n\a
Compost, Wood Chips and Clay Loading Fee	$10.00 per yard	n/a

Water/Sewer

Water Rates (per 1,000 gallons)		
For first 10,000 gallons	$2.78	$5.56
10,000 gallons and more	$4.42	$8.84
Debt Service (per equivalent meter)	$24.26	$48.52
Water Connection		
3/4"	$250.00	$500.00
1"	$415.00	$830.00
1 ½"	$685.00	$1,370.00
2"	$915.00	$1,830.00
4"	$1,600.00	$3,200.00
6"	$2,400.00	$4,800.00
Water Meter	Current Pricing	Current Pricing
2nd Water Meter	$250.00	$250.00
Water Capital Investment	none	$7,188.00 (Commercial and multiple-family residential uses only)
Sewer Rates (per 1,000 gallons)	$7.28	

Extra Strength Industrial Surcharge - additional charge to regular sewer rate per 1,000 gallons. Applied for wastes discharged with a loading greater than Normal Domestic Sewage.

Biochemical Oxygen Demand (BOD)	$0.27 per lb.	
Suspended Solids	$0.29 per lb.	
Phosphorus	$5.59 per lb.	
Fixed Sewer Charge	$4.61	
Sanitary Sewer Connection	$330.00 for first meter equivalent, $250.00 each additional meter	$330.00 for first meter equivalent, $250.00 each additional meter
Sewer Separation	$2,000.00 per residential equivalent	$2,000.00 per residential equivalent
Sanitary Sewer Capital Investment	none	$4,260.00 per residential equivalent
Late Payment Penalty	Charge for payments of water/sewer bills which are received at the front counter at City Hall after the due date printed on the billing is calculated at 10% of the unpaid balance.	

Service	Resident	Non-Resident

Department of Public Service cont.

Water/Sewer cont.

Deposit for rental or for services terminated for non-payment	$100.00	$100.00
Deposit for Commercial Customers	$250.00 multiplied by the flow ratio set forth in City Code §214-9a(2) or $1,500.00 whichever is less.	
Turn-on Charge (Charged for resumption of water service if service is interrupted for non-payment of water/sewer bill)		
Regular Hours	$50.00	$50.00
All Other Hours	$100.00	$100.00
Seasonal Turn Off	$10.00	$10.00
Seasonal Turn On	$10.00	$10.00
High Usage Investigation (To determine the cause of high water usage.)		
Conducted by City personnel at customer request	$25.00 per visit	$25.00 per visit
Meter Check (Conducted by City personnel at customer request.)		
Meter found to be in error	none	none
Meter not found to be in error	$50.00	$50.00
Un-metered Bulk Water	$9.98 per 1,000 gallons	
Un-metered Sewage	Disposal at wastewater treatment plant only. Septage, liquid waste haulers are not allowed except by prior approval of the Utilities Supervisor. Rate to be based upon B.O.D. concentration of waste.	

Parks and Recreation

Facilities

The Farmers Market, Relay for Life, Victorian Days, and Yankee Doodle Days are exempt from parks facilities rental fees. All other non-profit organizations and events pay listed non-profit parks facilities rental fees. The City may charge additional fees for other services not listed. Full day rentals are from 8:00 a.m. to 10:00 p.m. Half day rentals are from 8:00 a.m. to 3:00 p.m. or 3:00 p.m. to 10:00 p.m. All facility rentals require a refundable $100.00 damage/clean up deposit. All facility rentals are for non-commercial use only.

Fitzgerald Ball Field		
Pony Colt League per Year	$250.00 + lighting costs	
Island Park (All rentals requiring electricity pay a $50.00 electricity charge.)		
Half Day	$250.00	$650.00
Full Day	$450.00	$850.00
Non-Profit Half Day	$125.00	$325.00
Non-Profit Full Day	$225.00	$425.00
Revenue Generating Non-Profit	$150.00/event	$250.00/event
Island Park Boat Dock		
J & K Steamboat - per Year	$1,000.00	
Island Park Gazebo or Dock		
Half Day	$80.00	$150.00
Full Day	$120.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$60.00	$125.00
City Hall Gymnasium, Community Rooms, Meeting Rooms		
Per Hour Rate	$15.00	$30.00
Non-Profit Per Hour Rate	$5.00	$10.00
Jaycee Park Pavilion		
Half Day	$50.00	$100.00
Full Day	$80.00	$150.00
Non-Profit Half Day	$25.00	$50.00
Non-Profit Full Day	$40.00	$75.00
Bridge Street Plaza		
Half Day	$80.00	$150.00
Full Day	$150.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$75.00	$125.00
Scout Building (Grand Ledge Scouts and Seniors exempt from fees) or Ledges Playhouse		
Half Day	$150.00	$250.00
Full Day	$250.00	$350.00
Non-Profit Less than 4 Hours	$25.00	$25.00
Non-Profit 4 to 8 Hours	$50.00	$50.00
Non-Profit More than 8 Hours	$75.00	$75.00

Service	Resident	Non-Resident
Parks and Recreation cont.		
Recreation Programs		
Participants registering for the baseball program who are chosen for Bronco and Mustang tournament teams will be refunded their registration fee. The City will not refund any other registration fee, in whole or in part.		
Archery (Beginning)	$40.00	$50.00
Arts & Crafts	$60.00	$70.00
Baseball	$40.00	$50.00
Basketball (all seasons)	$40.00	$50.00
Co-ed Flag Football	$40.00	$50.00
Golf	$50.00	$60.00
Grand Adventure Race - on or before 31 August 2013		
Individual	$65.00	$65.00
Relays	$120.00	$120.00
Grand Adventure Race - after 31 August		
Individual	$80.00	$80.00
Relays	$135.00	$135.00
Grand Adventure Race - Kayak rental	$20.00	$20.00
Gymnastics	$40.00	$50.00
Hunter Safety	$5.00	$5.00
Pilates	$80.00	$90.00
SCUBA	$210.00	$210.00
Self Defense for Women	$20.00	$30.00
Softball	$40.00	$50.00
Swimming		
7-class discount	-$5.00	-$5.00
Diving	$43.00	$53.00
Family Drop-in	$9.00	$9.00
Family Ticket Pack (10 tickets)	$70.00	$70.00
Individual Drop-in	$3.00	$3.00
Individual Ticket Pack (10 tickets)	$25.00	$25.00
Parent/Tot	$27.00	$37.00
Pre Level I	$43.00	$53.00
Private Lesson (½ hour)	$16.00	$18.00
Private Lesson (¾ hour)	$18.00	$20.00
Swim Lessons	$35.00	$45.00
Water Exercise Drop-in	$4.00	$4.00
Water Exercise Six-week Pass	$35.00	$45.00
Track	$40.00	$50.00
Track (one meet only)	$5.00	$5.00
Track (championship meet only)	$10.00	$10.00
ZUMBA		
Individual class (12+ years old)	$6.00	$7.00
10 classes (12+ years old)	$60.00	$70.00
Under 12 years old (with paid participant)	$1.00	$1.00
Zoning		
Appeal of Zoning Administrator	$160.00	n/a
Fence Permit	$25.00	n/a
Interpretation of Zoning Ordinance	$160.00	n/a
Lot Split		
Administrative	$60.00	n/a
Planning Commission	$150.00	n/a
Master Plan	$30.00	$30.00
Nuisance(administration fee)	$50.00	n/a
Rezoning		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Sign Permit	$35.00	n/a
Site Plan (new)		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Site Plan (amendment)	$100.00	n/a

Service	Resident	Non-Resident
Zoning cont.		
Special Use Permit		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Subdivision Plats		
Preliminary & Final	$300.00 + $1.00 per lot	n/a
Temporary Permit	$160.00	n/a
Variance from Zoning Ordinance		
Improvements less than $5,000.00	$250.00	n/a
Improvements $5,000.00 or more	$350.00	n/a
Zoning Map	$5.00	$5.00
Zoning Ordinance	$30.00	$30.00

Fee Schedule - Revisions
July 1, 2014 - June 30, 2015

Service	Resident	Non-Resident
Airport		
Banner Towing	$40.00 per day	$40.00 per day
	$100.00 per season	$100.00 per season
Building Department		
See BOCA Permit Fee Schedule & attachments	(.0075 x value)	n/a
Demolition	$42.00	n/a
Mobile Home	$52.00	n/a
Move Building	$52.00	n/a
Swimming Pool		
Above Ground	$52.00	n/a
In-Ground	0.0075 x value	n/a
Safety Inspection		
Residential	$100.00	n/a
Non-Residential	$150.00	n/a
Special Inspection	$75.00	n/a
Per Hour Services	$65.00	n/a
Plan Review		
1 or 2 Family Dwelling	none	n/a
Multiple Family Dwelling	50% of permit fee	n/a
Non-Residential Structure	50% of permit fee	n/a
Cemetery		
Burial Plots	$525.00	$775.00
Second Burial (on purchased plot)	$157.50	$232.50
Cremains Plots		
Plot (3' x 3' area composed of 1 or 2 niches)	$340.00	$510.00
Niche (space in a plot for single use only)	$170.00	$255.00
Grave Openings (Disinterments are double the grave opening fee)		
Burial Plot – Adult		
Before 3:30 p.m.	$937.00	$1,406.00
After 3:30 p.m. Weekends/Holidays	$1,082.00	$1,623.00
Burial Plot – Infant (less than one year old)		
Before 3:30 p.m.	$433.00	$649.00
After 3:30 p.m.	$721.00	$1,082.00
Cremains Plot		
Before 3:30 p.m.	$216.00	$324.00
After 3:30 p.m. Weekends/Holidays	$324.00	$487.00
Mausoleum		
Cement-in	$155.00	$155.00
Tier 1	$1,143.00	$1,143.00
Tier 2	$1,597.00	$1,597.00
Tier 3	$1,370.00	$1,370.00
Tier 4	$1,030.00	$1,030.00
Crypt Opening	$216.00	$324.00
Memorial Tree Site	$288.00	$433.00
Foundations for Markers	$0.75/in^2	$0.75/in^2
	$108.00/ft^2	$108/ft^2
	$155.00 for all veteran's plaques & cremains markers	$155.00 for all veteran's plaques & cremains markers
City Hall		
Checks/Insufficient Funds	$35.00	$35.00
Notary Public	$10.00	$10.00
Peddler's Permit	$25.00	$40.00

Service	Resident	Non-Resident
FOIA		
~~Mailing Costs~~		
~~Postage~~	~~Current 1st-class rates~~	~~Current 1st-class rates~~
~~Containers (excluding standard envelopes)~~	~~actual cost~~	~~actual cost~~
~~Duplication~~ Copies (a page is one side of a piece of paper)		
~~Paper~~	~~$.025~~ .021 per page	~~$.025~~ .021 per page
~~Audio and video recordings~~	~~actual cost~~	~~actual cost~~
~~Photographs~~	~~actual cost~~	~~actual cost~~
~~Publication~~	~~actual cost~~	~~actual cost~~
Search, Examination, Review, Deletion and Separation, and Monitoring of Inspection	hourly wage (plus ⅓, per AG Opinion #7017) of lowest paid employee capable of retrieving the requested records	
Subscriptions to Future Issuances		
Public Meeting Notices and Agendas	$5.00 pick-up / $10.00 USPS (per month)	
Minutes	$10.00 pick-up / $15.00 USPS (per month)	
Board Packets	$15.00 pick-up / $20.00 USPS (per month)	
Budget and Audit	$20.00 pick-up / $25.00 USPS	
Police Department		
Bicycle Licenses	$0.50 per bicycle	n/a
Criminal Investigation Report	$1.00 per page	$1.00 per page
Drug Kits	$20.00	$20.00
~~1 panel~~	~~$20.00~~	~~$20.00~~
~~2 panel~~	~~$20.00~~	~~$20.00~~
~~4 panel~~	~~$20.00~~	~~$15.00~~
Finger Prints	$20.00	$20.00
~~Freedom of Information Act~~	~~hourly wage (plus ⅓, per AG Opinion #7017) of lowest paid employee capable of retrieving the requested records~~	
Laminating	$2.00	$2.00
~~Notary Public~~	~~$10.00~~	~~$10.00~~
Parking Permits	$30.00 per year	n/a
Preliminary Breathalyser Test		
Monday through Friday, 8:00 a.m. to 5:00 p.m.; Weekends and Holidays, 8:00 a.m. to 9:00 p.m.	$5.00	$5.00
Any other time	$6.00	$6.00
Preliminary Breathalyser Test Straws	$1.00	$1.00
Video Cassette Copies	$5.00	$5.00
DVD Copies	$5.00	$5.00

Parking Violations	Fine
1. Parking too far from curb	$10.00
2. Angle parking violations	$10.00
3. Obstructing traffic	$15.00
4. Prohibited parking (signs unnecessary, except as indicated):	
a. On sidewalk	$15.00
b. In front of drive	$15.00
c. Within intersection	$20.00
d. Within 15 feet of a hydrant	$15.00
e. On crosswalk	$15.00
f. Within 20 feet of crosswalk or 15 feet of corner lot lines	$15.00
g. Within 30 feet of street signs, traffic sign or signal	$15.00
h. Within 50 feet of railroad crossing	$15.00
i. Within 210 feet of fire station entrance	$15.00
j. Within 75 feet of fire station entrance on opposite side of street (sign required)	$15.00
k. Beside street excavation when traffic obstructed	$15.00
l. Double Parking	$15.00
m. On bridge or viaduct	$25.00
n. Within 200 feet of accident where police in attendance	$10.00
o. In front of theater	$10.00
p. Blocking emergency exit	$15.00
q. Blocking fire escape	$15.00
r. Wrong direction	$10.00
s. Front yard parking	$10.00
t. Blocking a mailbox	$10.00
u. All night parking in parking lots (3:00 a.m. to 5:00 a.m.)	$10.00
5. In prohibited zone (sign required)	$15.00
6. In an alley	$10.00

Service	Resident	Non-Resident

Police Department cont.

7. Parking for prohibited purpose:
   a. Displaying vehicle for sale $10.00
   b. Working on or repairing vehicle $10.00
   c. Displaying advertising $10.00
   d. Selling merchandise $10.00
   e. Storage over 48 hours $10.00
8. Wrong side, boulevard or roadway $10.00
9. Loading zone violation $10.00
10. Not parked within parking space $10.00
11. Failure to set brakes $10.00
12. Parked on grade, wheels not turned to curb $10.00
13. Abandoned vehicle (plus towing and storage charges) $15.00
14. All night parking on streets (2:00 a.m. to 5:00 a.m.) $10.00
15. Between sidewalk and curb $15.00
16. Private property without owner's consent $15.00
17. Parking in handicapped areas (sign required, ~~and plus~~ towing and storage charges added if towed) $100.00

Department of Public Service

Curb Cut and Sidewalk		
Permit & Inspection	~~$25.00~~ 50.00	n/a
Replace or Repair	Time and materials	n/a
~~Rental of Street Barricade/Cones (for construction use only)~~	~~$5.00 per barricade cone~~	~~n/a~~
Street Cut		
Permit & Inspection	$100.00	n/a
Repair	time and materials	n/a
Grand Ledge / Oneida Composting Center		
Annual sticker ~~(Resolution #73 of 2013)~~	~~$20.00~~ 25.00	~~n/a~~ $25.00
~~Compost, Wood Chips and Clay Loading Fee~~	~~$10.00 per yard~~	~~n/a~~
Water/Sewer		
Water Rates (per 1,000 gallons)		
For first 10,000 gallons	~~$2.78~~ 3.83	~~$5.56~~ 7.66
10,000 gallons and more	~~$4.42~~ 5.15	~~$8.84~~ 10.30
Debt Service (per equivalent meter)	~~$24.26~~ 21.98	~~$48.52~~ 43.96
Water Connection		
3/4"	~~$250.00~~ 500.00	~~$500.00~~ 1,000.00
1"	~~$415.00~~ 600.00	~~$830.00~~ 1,200.00
1 ½"	~~$685.00~~ 1,250.00	~~$1,370.00~~ 2,500.00
2"	~~$915.00~~ 1,350.00	~~$1,830.00~~ 2,700.00
~~4~~ 3"	~~$1,600.00~~ 1,650.00	~~$3,200.00~~ 3,300.00
~~6~~ 4"	~~$2,400.00~~ 2,850.00	~~$4,800.00~~ 5,700.00
Water Meter	Current Pricing	Current Pricing
2nd Water Meter	$250.00	$250.00
Water Capital Investment	none	$7,188.00 (Commercial and multiple-family residential uses only)
Water Tap Fee	Time and materials	
Sewer Rates (per 1,000 gallons)	~~$7.28~~ 7.94	
Extra Strength Industrial Surcharge - additional charge to regular sewer rate per 1,000 gallons. Applied for wastes discharged with a loading greater than Normal Domestic Sewage.		
Biochemical Oxygen Demand (BOD)	$0.27 per lb.	
Suspended Solids	$0.29 per lb.	
Phosphorus	$5.59 per lb.	
Fixed Sewer Charge	~~$4.61~~ 5.04	
Sanitary Sewer Connection	~~$330.00~~ 500.00 for first meter equivalent, ~~$250.00~~ 400.00 each additional meter	~~$330.00~~ 500.00 for first meter equivalent, ~~$250.00~~ 400.00 each additional meter
Sewer Tap Fee	Time and materials	
Sewer Separation	$2,000.00 per residential equivalent	$2,000.00 per residential equivalent
Sanitary Sewer Capital Investment	none	$4,260.00 per residential equivalent
Late Payment Penalty	Charge for payments of water/sewer bills which are received at the front counter at City Hall or postmarked after the due date printed on the billing is calculated at 10% of the unpaid balance.	

Service	Resident	Non-Resident

Department of Public Service cont.

Water/Sewer cont.

Deposit for rental or for services terminated for non-payment	$100.00	$100.00
Deposit for Commercial Customers	$250.00 multiplied by the flow ratio set forth in City Code §214-9a(2) or $1,500.00 whichever is less.	
Turn-on / Turn-off Charge ~~(Charged for resumption of water service if service is interrupted for non-payment of water/sewer bill)~~		
Regular Hours (7:00 a.m. to 3:30 p.m.)	$50.00	$50.00
All Other Hours	$100.00	$100.00
~~Seasonal Turn Off~~	~~$10.00~~	~~$10.00~~
~~Seasonal Turn On~~	~~$10.00~~	~~$10.00~~
~~High~~ Usage Investigation ~~(To determine the cause of high water usage.)~~		
Conducted by City personnel at customer request	~~$25.00~~ 50.00 per visit	~~$25.00~~ 50.00 per visit
Meter Check (Conducted by City personnel at customer request.)		
Meter found to be in error	none	none
Meter not found to be in error	$50.00	$50.00
Un-metered Bulk Water	$9.98 per 1,000 gallons	
Un-metered Sewage	Disposal at wastewater treatment plant only. Septage, liquid waste haulers are not allowed except by prior approval of the Utilities Supervisor. Rate to be based upon B.O.D. concentration of waste.	

Parks and Recreation

Facilities

The Farmers Market, ~~Relay for Life,~~ Movies in the Park, Music in the Park, Victorian Days, and Yankee Doodle Days are exempt from parks facilities rental fees. All other non-profit organizations and events pay listed non-profit parks facilities rental fees. The City may charge additional fees for other services not listed. Full day rentals are from 8:00 a.m. to 10:00 p.m. Half day rentals are from 8:00 a.m. to 3:00 p.m. or 3:00 p.m. to 10:00 p.m. All facility rentals require a refundable $100.00 damage/clean up deposit. All facility rentals are for non-commercial use only.

~~Fitzgerald Ball Field~~		
~~Pony Colt League per Year~~	~~$250.00 + lighting costs~~	
Fitzgerald Ball Field and Island Park (All rentals requiring electricity pay a $50.00 electricity charge.)		
Half Day	$250.00	$650.00
Full Day	$450.00	$850.00
Non-Profit Half Day	$125.00	$325.00
Non-Profit Full Day	$225.00	$425.00
Revenue Generating Non-Profit	$150.00/event	$250.00/event
~~Island Park Boat Dock~~		
~~J & K Steamboat - per Year~~	~~$1,000.00~~	
Island Park Gazebo or Dock		
Half Day	$80.00	$150.00
Full Day	$120.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$60.00	$125.00
City Hall Gymnasium, Community Rooms, Meeting Rooms		
Per Hour Rate	~~$15.00~~ 20.00	~~$30.00~~ 40.00
Non-Profit Per Hour Rate	~~$5.00~~ 15.00	~~$10.00~~ 30.00
Jaycee Park Pavilion		
Half Day	$50.00	$100.00
Full Day	$80.00	$150.00
Non-Profit Half Day	$25.00	$50.00
Non-Profit Full Day	$40.00	$75.00
Bridge Street Plaza		
Half Day	$80.00	$150.00
Full Day	$150.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$75.00	$125.00
Scout Building ~~(Grand Ledge Scouts and Seniors exempt from fees) or Ledges Playhouse~~		
Half Day	$150.00	$250.00
Full Day	$250.00	$350.00
Non-Profit Less than 4 Hours	$25.00	$25.00
Non-Profit 4 to 8 Hours	$50.00	$50.00
Non-Profit More than 8 Hours	$75.00	$75.00

Service	Resident	Non-Resident

Parks and Recreation cont.

Recreation Programs

Participants registering for the baseball program who are chosen for Bronco and Mustang tournament teams will be refunded their registration fee. The City will not refund any other registration fee, in whole or in part.

~~Archery (Beginning)~~	~~$40.00~~	~~$50.00~~
~~Arts & Crafts~~	~~$60.00~~	~~$70.00~~
Baseball	$40.00	$50.00
~~Basketball (all seasons)~~	~~$40.00~~	~~$50.00~~
Co-ed Flag Football	$40.00	$50.00
~~Golf~~	~~$50.00~~	~~$60.00~~
Grand Adventure Race - on or before 31 August ~~2013~~		
Individual	$65.00	$65.00
Relays	$120.00	$120.00
Grand Adventure Race - after 31 August		
Individual	$80.00	$80.00
Relays	$135.00	$135.00
Grand Adventure Race - Kayak rental	$20.00	$20.00
Gymnastics	~~$40.00~~ 60.00	~~$50.00~~ 70.00
~~Hunter Safety~~	~~$5.00~~	~~$5.00~~
~~Pilates~~	~~$80.00~~	~~$90.00~~
~~SCUBA~~	~~$210.00~~	~~$210.00~~
~~Self Defense for Women~~	~~$20.00~~	~~$30.00~~
Softball	$40.00	$50.00
~~Swimming~~		
~~7-class discount~~	~~-$5.00~~	~~-$5.00~~
~~Diving~~	~~$43.00~~	~~$53.00~~
~~Family Drop-in~~	~~$9.00~~	~~$9.00~~
~~Family Ticket Pack (10 tickets)~~	~~$70.00~~	~~$70.00~~
~~Individual Drop-in~~	~~$3.00~~	~~$3.00~~
~~Individual Ticket Pack (10 tickets)~~	~~$25.00~~	~~$25.00~~
~~Parent/Tot~~	~~$27.00~~	~~$37.00~~
~~Pre Level I~~	~~$43.00~~	~~$53.00~~
~~Private Lesson (½ hour)~~	~~$16.00~~	~~$18.00~~
~~Private Lesson (¾ hour)~~	~~$18.00~~	~~$20.00~~
~~Swim Lessons~~	~~$35.00~~	~~$45.00~~
~~Water Exercise Drop-in~~	~~$4.00~~	~~$4.00~~
~~Water Exercise Six-week Pass~~	~~$35.00~~	~~$45.00~~
Track	$40.00	$50.00
Track (one meet only)	$5.00	$5.00
Track (championship meet only)	$10.00	$10.00
~~ZUMBA~~		
~~Individual class (12+ years old)~~	~~$6.00~~	~~$7.00~~
~~10 classes (12+ years old)~~	~~$60.00~~	~~$70.00~~
~~Under 12 years old (with paid participant)~~	~~$1.00~~	~~$1.00~~

Zoning

Appeal of Zoning Administrator	$160.00	n/a
Fence Permit	$25.00	n/a
Interpretation of Zoning Ordinance	$160.00	n/a
Lot Split		
Administrative	$60.00	n/a
Planning Commission	$150.00	n/a
Master Plan	$30.00	$30.00
Nuisance(administration fee)	$50.00	n/a
Rezoning		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Sign Permit	$35.00	n/a
Site Plan (new)		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Site Plan (amendment)	$100.00	n/a

Service	Resident	Non-Resident
Zoning cont.		
Special Use Permit		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Subdivision Plats		
Preliminary & Final	$300.00 + $1.00 per lot	n/a
Temporary Permit	$160.00	n/a
Variance from Zoning Ordinance		
Improvements less than $5,000.00	$250.00	n/a
Improvements $5,000.00 or more	$350.00	n/a
Zoning Map	$5.00	$5.00
Zoning Ordinance	$30.00	$30.00

Proposed building fees 2015

Current	Proposed
See BOCA Permit Fee Schedule Cost x .0075	See ICC Permit Fee Schedule Cost x .0075
Demolition $42.00	Demolition $75.00 + 1 Inspection ($60.00)
Mobile Home $52.00	Mobile Home Cost x .0075 minus 50% $150.00 Minimum
Move Building $52.00	Move Building $150.00
Swimming Pool Above Ground $52.00	Swimming Pool Above Ground $70.00
Swimming Pool In-Ground Cost x .0075	Swimming Pool In-Ground Cost x .0075 $150.00 Minimum
Inspection $45.00	Inspection $60.00
Special Inspection $75.00	Special Inspection $100.00
Emergency Inspection $100.00 Per Hour/2 Hour Minimum	Emergency Inspection $100.00 Per Hour/2 Hour Minimum
Residential Roof $90.00	Residential Roof $155.00
Commercial Roof Cost x .0075	Commercial Roof Cost x .0075
Investigation Fee $75.00	Investigation Fee $80.00
Annual License Registration $00	Annual License Registration $15.00

Proposed Electrical Fee Updates

Current	Proposed
Application fee $45.00 Includes 1 inspection	Application Fee $35.00 Does Not Include Inspection Non Refundable
Inspection $45.00	Inspection $60.00
Special Inspection $75.00	Special Inspection $100.00
Emergency Inspection $50.00 Per Hour/2 Hour minimum	Emergency Inspection $100.00 Per Hour/2 Hour Minimum
Service Over 800 amp $45.00	Service Over 800 amp $60.00
Alternate Power Source $25.00 Generator	Alternate Power Source Generator/Photovoltaic/Battery
Alternate Power Source $25.00	Units up to 10 KVA/HP/KW $25.00 Units 11-50 KVA/HP/KW $45.00 Units 51-80 KVA/HP/KW $60.00 Units 81-100 KVA/HP/KW $75.00 Units Over 100 KVA/HP/KW $90.00
Construction Trailers $20.00	Construction Trailers $30.00
Investigation Fee $75.00	Investigation Fee $80.00
Annual License Registration $.00	Annual License Registration $15.00

Proposed Mechanical Fees 2015

Application Fee $45.00 Includes 1 Inspection	Application Fee $35.00 Does Not Include Inspection Non Refundable
Inspection $45.00	Inspection $60.00
Special Inspection $75.00	Special Inspection $100.00
Emergency Inspection $75.00 Per Hour/2 Hour Minimum	Emergency Inspection $100.00 Per hour/2 Hour Minimum
Gas Fireplace Logs $25.00	Gas Fire Place Logs $30.00
Solid Fuel $30.00	Solid Fuel $40.00
Air Conditioner $30.00	Air Conditioner $40.00
Replacement Heating System $30.00	Replacement Heating System $40.00
Kitchen & Bath Exhaust Fans $5.00	Kitchen & Bath Exhaust Fans $10.00
Fire Suppression System $50.00+ $2.00 a head	Fire Suppression System $100.00+ $2.00 a head
Kitchen Hood Suppression $50.00	Kitchen Hood Suppression $100.00
Investigation Fee $75.00	Investigation Fee $80.00
Annual License Registration $00	Annual License Registration $15.00

Proposed Plumbing Fees 2015

Current	Proposed
Application Fee $45.00 Includes 1 Inspection	Application Fee $35.00 Does Not Include Inspection/Non Refundable
Inspection $45.00	Inspection $60.00
Special Inspection $50.00	Special Inspection $100.00
Emergency Inspection $75.00 Per Hour/2 Hour minimum	Emergency Inspection $100.00 Per Hour/2 Hour Minimum
Sewage Ejector/Sump crocks $7.00	Sewage Ejector/Sump crocks $10.00
Backwater Valves $5.00	Backwater Valves $7.00
New water services $.25 per foot	New Water Service $25.00
	New Sewer Leads $50.00
	Water Meter $7.00
Mobile Home Sites $15.00	Mobile Home Sites $30.00
Investigation Fee $75.00	Investigation Fee $80.00
Annual License Registration $00	Annual License Registration $15.00

(NEW HOUSE) COMPARISONS PRESENT -2015

Grand Ledge				Eaton County	Delta Township	East Lansing	State of Michigan
	Old		New	(Charlotte)			
Electrical	$335.00	vs	$415.00	$363.00	$431.00	$451.20	$452.00
Plumbing	$308.00	vs	$391.00	$332.00	$400.00	$399.00	$420.00
Mechanical	$230.00	vs	$310.00	$329.00	$350.00	$350.00	$355.00

Fee Schedule
July 1, 2015 - June 30, 2016

Service	Resident	Non-Resident
Airport		
Banner Towing	$40.00 per day $100.00 per season	$40.00 per day $100.00 per season
Building Department		
See BOCA Permit Fee Schedule & attachments	(.0075 x value)	n/a
Demolition	$42.00	n/a
Mobile Home	$52.00	n/a
Move Building	$52.00	n/a
Swimming Pool		
Above Ground	$52.00	n/a
In-Ground	0.0075 x value	n/a
Safety Inspection		
Residential	$100.00	n/a
Non-Residential	$150.00	n/a
Special Inspection	$75.00	n/a
Per Hour Services	$65.00	n/a
Plan Review		
1 or 2 Family Dwelling	none	n/a
Multiple Family Dwelling	50% of permit fee	n/a
Non-Residential Structure	50% of permit fee	n/a
Cemetery		
Burial Plots	$525.00	$775.00
Second Burial (on purchased plot)	$157.50	$232.50
Cremains Plots		
Plot (3' x 3' area composed of 1 or 2 niches)	$340.00	$510.00
Niche (space in a plot for single use only)	$170.00	$255.00
Grave Openings (Disinterments are double the grave opening fee)		
Burial Plot – Adult		
Before 3:30 p.m.	$937.00	$1,406.00
After 3:30 p.m. Weekends/Holidays	$1,082.00	$1,623.00
Burial Plot – Infant (less than 1 year old)		
Before 3:30 p.m.	$433.00	$649.00
After 3:30 p.m.	$721.00	$1,082.00
Cremains Plot		
Before 3:30 p.m.	$216.00	$324.00
After 3:30 p.m. Weekends/Holidays	$324.00	$487.00
Mausoleum		
Cement-in	$155.00	$155.00
Tier 1	$1,143.00	$1,143.00
Tier 2	$1,597.00	$1,597.00
Tier 3	$1,370.00	$1,370.00
Tier 4	$1,030.00	$1,030.00
Crypt Opening	$216.00	$324.00
Memorial Tree Site	$288.00	$433.00
Foundations for Markers	$0.75/in2 $108.00/ft2	$0.75/in2 $108/ft2
Veteran's plaques & cremains markers	$155.00	$155.00

Service	Resident	Non-Resident
City Hall		
Checks/Insufficient Funds	$35.00	$35.00
Notary Public	$10.00	$10.00
Peddler's Permit	$25.00	$40.00
FOIA		
Duplication		
Paper	$.021 per page	
Search, Examination, Review, Deletion and Separation, and Monitoring of Inspection	hourly wage (plus ⅓, per AG Opinion #7017) of lowest paid employee capable of retrieving the requested records	
Subscriptions to Future Issuances		
Public Meeting Notices and Agendas	$5.00 pick-up / $10.00 USPS (per month)	
Minutes	$10.00 pick-up / $15.00 USPS (per month)	
Board Packets	$15.00 pick-up / $20.00 USPS (per month)	
Budget and Audit	$20.00 pick-up / $25.00 USPS	
Police Department		
Bicycle Licenses	$0.50 per bicycle	n/a
Criminal Investigation Report	$1.00 per page	
Drug Kits	$20.00	
Finger Prints	$20.00	
Laminating	$2.00	
Parking Permits	$30.00 per year	n/a
Preliminary Breathalyzer Test		
Monday – Friday, 8:00 am – 5:00 pm	$5.00	
Weekends & Holidays, 8:00 am – 9:00 pm	$5.00	
Any other time	$6.00	
Preliminary Breathalyzer Test Straws	$1.00	
Video Cassette Copies	$5.00	
DVD Copies	$5.00	
Parking Violations		
1. Parking too far from curb	$10.00	
2. Angle parking violations	$10.00	
3. Obstructing traffic	$15.00	
4. Prohibited parking (signs unnecessary, except as indicated):		
a. On sidewalk	$15.00	
b. In front of drive	$15.00	
c. Within intersection	$20.00	
d. Within 15 feet of a hydrant	$15.00	
e. On crosswalk	$15.00	
f. Within 20 feet of crosswalk or 15 feet of corner lot lines	$15.00	
g. Within 30 feet of street signs, traffic sign or signal	$15.00	
h. Within 50 feet of railroad crossing	$15.00	
i. Within 210 feet of fire station entrance	$15.00	
j. Within 75 feet of fire station entrance on opposite side of street (sign required)	$15.00	
k. Beside street excavation when traffic obstructed	$15.00	
l. Double Parking	$15.00	
m. On bridge or viaduct	$25.00	
n. Within 200 feet of accident where police in attendance	$10.00	
o. In front of theater	$10.00	
p. Blocking emergency exit	$15.00	

Service	Resident	Non-Resident

Police Department cont.

Parking Violations cont.		
q. Blocking fire escape	$15.00	
r. Wrong direction	$10.00	
s. Front yard parking	$10.00	
t. Blocking a mailbox	$10.00	
u. All night parking in parking lots (3:00 a.m. to 5:00 a.m.)	$10.00	
5. In prohibited zone (sign required)	$15.00	
6. In an alley	$10.00	
7. Parking for prohibited purpose:		
a. Displaying vehicle for sale	$10.00	
b. Working on or repairing vehicle	$10.00	
c. Displaying advertising	$10.00	
d. Selling merchandise	$10.00	
e. Storage over 48 hours	$10.00	
8. Wrong side, boulevard or roadway	$10.00	
9. Loading zone violation	$10.00	
10. Not parked within parking space	$10.00	
11. Failure to set brakes	$10.00	
12. Parked on grade, wheels not turned to curb	$10.00	
13. Abandoned vehicle (plus towing and storage charges)	$15.00	
14. All night parking on streets (2:00 a.m. to 5:00 a.m.)	$10.00	
15. Between sidewalk and curb	$15.00	
16. Private property without owner's consent	$15.00	
17. Parking in handicapped areas (sign required, towing and storage charges added if towed)	$100.00	

Department of Public Services

Curb Cut and Sidewalk		
Permit & Inspection	$50.00	n/a
Replace or Repair	Time and materials	n/a
Street Cut		
Permit & Inspection	$100.00	n/a
Repair	time and materials	n/a
Grand Ledge / Oneida Composting Center		
Annual sticker	$25.00	$25.00
Water Rates (per 1,000 gallons)		
For first 10,000 gallons	$3.83	$7.66
10,000 gallons and more	$5.15	$10.30
Debt Service (per equivalent meter)	$21.98	$43.96
Water Connection		
3/4"	$500.00	$1,000.00
1"	$600.00	$1,200.00
1 ½"	$1,250.00	$2,500.00
2"	$1,350.00	$2,700.00
3"	$1,650.00	$3,300.00
4"	$2,850.00	$5,700.00
Water Meter	Current Pricing	Current Pricing
2nd Water Meter	$250.00	$250.00
Water Capital Investment (Commercial and multiple-family residential uses only)	none	$7,188.00
Water Tap Fee	Time and materials	

Service	Resident	Non-Resident
Department of Public Services cont.		
Sewer Rates (per 1,000 gallons)	$7.94	
Extra Strength Industrial Surcharge - additional charge to regular sewer rate per 1,000 gallons. Applied for wastes discharged with a loading greater than Normal Domestic Sewage.		
Biochemical Oxygen Demand (BOD)	$0.27 per lb.	
Suspended Solids	$0.29 per lb.	
Phosphorus	$5.59 per lb.	
Fixed Sewer Charge	$5.04	
Sanitary Sewer Connection		
For first meter equivalent	$500.00	$500.00
Each additional meter equivalent	$400.00	$400.00
Sewer Tap Fee	Time and materials	
Sewer Separation (per residential equivalent)	$2,000.00	$2,000.00
Sanitary Sewer Capital Investment (per residential equivalent)	none	$4,260.00
Late Payment Penalty	Charge for payments of water/sewer bills, which the City receives at the City Hall front counter or postmarked after the due date printed on the billing, is calculated at 10% of the unpaid balance.	
Deposit for rental or for services terminated for non-payment	$100.00	$100.00
Deposit for Commercial Customers	$250.00 multiplied by the flow ratio set forth in City Code §214-9a(2) or $1,500.00 whichever is less.	
Turn-on / Turn-off Charge		
Regular Hours (7:00 a.m. to 3:30 p.m.)	$50.00	$50.00
All Other Hours	$100.00	$100.00
Usage Investigation	$50.00 per visit	$50.00 per visit
Meter Check (Conducted by City personnel at customer request.)		
Meter found to be in error	none	none
Meter not found to be in error	$50.00	$50.00
Un-metered Bulk Water	$9.98 per 1,000 gallons	
Un-metered Sewage	Disposal at wastewater treatment plant only. Septage, liquid waste haulers are not allowed except by prior approval of the Utilities Supervisor. Rate to be based upon B.O.D. concentration of waste.	

Parks and Recreation

Facilities

The Farmers Market, Movies in the Park, Music in the Park, Victorian Days, and Yankee Doodle Days are exempt from parks facilities rental fees. All other non-profit organizations and events pay listed non-profit parks facilities rental fees. The City may charge additional fees for other services not listed. Full day rentals are from 8:00 a.m. to 10:00 p.m. Half-day rentals are from 8:00 a.m. to 3:00 p.m. or 3:00 p.m. to 10:00 p.m. All facility rentals require a refundable $100.00 damage/clean up deposit. All facility rentals are for non-commercial use only.

Fitzgerald Ball Field and Island Park (All rentals requiring electricity pay a $50.00 electricity charge.)		
Half Day	$250.00	$650.00
Full Day	$450.00	$850.00
Non-Profit Half Day	$125.00	$325.00
Non-Profit Full Day	$225.00	$425.00
Revenue Generating Non-Profit	$150.00/event	$250.00/event
Island Park Gazebo or Dock		
Half Day	$80.00	$150.00
Full Day	$120.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$60.00	$125.00

Service	Resident	Non-Resident
Parks and Recreation cont.		
Facilities cont.		
City Hall Gymnasium, Community Rooms, Meeting Rooms		
Per Hour Rate	$20.00	$40.00
Non-Profit Per Hour Rate	$15.00	$30.00
Jaycee Park Pavilion		
Half Day	$50.00	$100.00
Full Day	$80.00	$150.00
Non-Profit Half Day	$25.00	$50.00
Non-Profit Full Day	$40.00	$75.00
Bridge Street Plaza		
Half Day	$80.00	$150.00
Full Day	$150.00	$250.00
Non-Profit Half Day	$40.00	$75.00
Non-Profit Full Day	$75.00	$125.00
Scout Building		
Half Day	$150.00	$250.00
Full Day	$250.00	$350.00
Non-Profit Less than 4 Hours	$25.00	$25.00
Non-Profit 4 to 8 Hours	$50.00	$50.00
Non-Profit More than 8 Hours	$75.00	$75.00
Recreation Programs		
Participants registering for the baseball program who are chosen for Bronco and Mustang tournament teams will be refunded their registration fee. The City will not refund any other registration fee, in whole or in part.		
Baseball	$40.00	$50.00
Co-ed Flag Football	$40.00	$50.00
Grand Adventure Race - on or before 31 August		
Individual	$65.00	$65.00
Relays	$120.00	$120.00
Grand Adventure Race - after 31 August		
Individual	$80.00	$80.00
Relays	$135.00	$135.00
Grand Adventure Race - Kayak rental	$20.00	$20.00
Gymnastics	$40.00	$50.00
Softball	$40.00	$50.00
Track	$40.00	$50.00
Track (one meet only)	$5.00	$5.00
Track (championship meet only)	$10.00	$10.00
Zoning		
Appeal of Zoning Administrator	$160.00	n/a
Fence Permit	$25.00	n/a
Interpretation of Zoning Ordinance	$160.00	n/a
Lot Split		
Administrative	$60.00	n/a
Planning Commission	$150.00	n/a
Master Plan	$30.00	$30.00
Nuisance(administration fee)	$50.00	n/a
Rezoning		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Sign Permit	$35.00	n/a

Service	Resident	Non-Resident
Zoning cont.		
Site Plan (new)		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Site Plan (amendment)	$100.00	n/a
Special Use Permit		
less than 1 acre	$500.00	n/a
1 to 3 acres	$650.00	n/a
more than 3 acres	$800.00	n/a
Subdivision Plats – Preliminary & Final	$300.00 + $1.00 per lot	n/a
Temporary Permit	$160.00	n/a
Variance from Zoning Ordinance		
Improvements less than $5,000.00	$250.00	n/a
Improvements $5,000.00 or more	$350.00	n/a
Zoning Map	$5.00	$5.00
Zoning Ordinance	$30.00	$30.00