



Grand Ledge City Council
Regular Meeting Agenda

REGULAR MEETING AGENDA
MONDAY, 13 JULY 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, 13 July 2015 City Council consent agenda, as follows:
- i. Financial transactions and bills.
 - ii. Monday, 22 June 2015 regular City Council minutes.
 - iii. Monday, 22 June 2015 Closed Session minutes.
 - iv. Michigan Municipal League Board of Trustees election as presented by Nominating Committee.
 - v. Consumers Energy Standard Lighting Contract - Change Authorization.
 - vi. Right-of-Way Use Application from URS for monitoring well installation and soil boring advancement.
- 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, 13 July 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. **Ordinance (Adoption)** – On an ordinance amending the Grand Ledge City Code Chapter 39, Purchasing (introduced 08 June 2015, public hearing 22 June 2015).
 - B. **Resolution (Adoption)** – To approve a Uniform Buy & Sell Agreement with Stein Brothers, Inc., for the properties located at 200 E. Jefferson St. and 319 Taylor St. (introduced 26 May 2015, published 07 June 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. **Resolution** – To adopt a Purchasing Policy.
 - B. **Resolution** – To approve a Recycling Agreement with Granger Container Service, Inc.
 - C. **Resolution** – To approve and authorize a Bid Award to Doetsch Environmental Services for river interceptor cleaning and inspection.
- 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.
- A. **Motion** – To move into closed session to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).
- 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, 27 JULY 2015, AT 7:30 P.M.
IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN**

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

CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 22 JUNE 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.

I. **ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; and Council members Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems

– Mayor Pro-Tem Keith Mulder and Council member Christina Bartholomew were absent

OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Gordon VanWieren, City Attorney;

II. **PLEDGE OF ALLEGIANCE**

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

Mayor Smith presented a proclamation honoring Bonnie the Rescue Dog.

III. **AUDIENCE PARTICIPATION**

Rick Gilbert, 4072 Tall Oaks Dr., expressed his support of the proposed 425 Agreement and explained his plans to develop single-family homes.

IV. **APPROVAL OF CONSENT AGENDA**

A. **Motion (from staff)** – To approve the Monday, 22 June 2015 City Council consent agenda, as follows:

- i. Financial transactions and bills.
- ii. Monday, 08 June 2015 regular City Council minutes.
- iii. Right-of-Way Use application from Stephen Krefl for the 2015 Duo at the Ledge races.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MONDAY, 22 JUNE 2015 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

V. **APPROVAL OF REGULAR AGENDA**

A. **Motion** – To approve the Monday, 22 June 2015 regular City Council agenda.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER SOWLE SECONDED, TO APPROVE THE MONDAY, 22 JUNE 2015 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VI. **COMMITTEE AND BOARD REPORTS**

A. **Grand Ledge Area Emergency Services Authority**

Council member Willems reported the Grand Ledge Area Emergency Services Authority discussed its intent to begin a search for a new Fire Chief in the fall.

VII. STAFF REPORTS

VIII. UNFINISHED BUSINESS

- A. Public Hearing** – On an ordinance amending the Grand Ledge City Code Chapter 39, Purchasing (introduced 08 June 2015).

MAYOR SMITH OPENED THE PUBLIC HEARING ON AN ORDINANCE AMENDING THE GRAND LEDGE CITY CODE CHAPTER 39, PURCHASING, AT 7:41 P.M.

Adam Smith, City Administrator, explained the amendment replaces Chapter 39 with a new policy adopted by City Council resolution.

No public comment.

MAYOR SMITH CLOSED THE PUBLIC HEARING ON AN ORDINANCE AMENDING THE GRAND LEDGE CITY CODE CHAPTER 39, PURCHASING, AT 7:41 P.M.

IX. NEW BUSINESS

- A. Resolution #38 of 2015** – To amend the Annual Budget for the Fiscal Year Ending 30 June 2015.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #38 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 cover end-of-year adjustments.

MOTION TO ADOPT RESOLUTION #38 OF 2015, TO AMEND THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2015, CARRIED UNANIMOUSLY.

- B. Resolution #39 of 2015** – To adopt a Freedom of Information Act Policy.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO ADOPT RESOLUTION #39 OF 2015, TO ADOPT A FREEDOM OF INFORMATION ACT POLICY.

Gregory Newman, City Clerk, explained the new requirement for written policies and procedures, and the policy authorizes the FOIA Coordinator to set policy as required by law.

MOTION TO ADOPT RESOLUTION #39 OF 2015, TO ADOPT A FREEDOM OF INFORMATION ACT POLICY, CARRIED UNANIMOUSLY.

- C. Resolution #40 of 2015** – To approve a Public Art Proposal from Ivan Iler.

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO ADOPT RESOLUTION #40 OF 2015, TO APPROVE A PUBLIC ART PROPOSAL FROM IVAN ILER.

Adam Smith, City Administrator, explained the proposal request and review process, and reported the Public Art Committee recommends accepting the proposal from Ivan Iler.

The City Council debated the project's funding source, the project's resemblance to the City logo, and the quality of proposals received.

MOTION TO ADOPT RESOLUTION #40 OF 2015, TO APPROVE A PUBLIC ART PROPOSAL FROM IVAN ILER, CARRIED UNANIMOUSLY.

- D. Resolution #41 of 2015** – To authorize the Zoning Administrator to use current, competitive contractor's bids when enforcing City Code Chapter 124, Junk, Article II, Noxious Weeds.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #41 OF 2015, TO AUTHORIZE THE ZONING ADMINISTRATOR TO USE CURRENT, COMPETITIVE CONTRACTOR'S BIDS WHEN ENFORCING CITY CODE CHAPTER 124, JUNK, ARTICLE II, NOXIOUS WEEDS.

Adam Smith, City Administrator, explained the City Code's \$25.00 cost limitation for noxious weeds enforcement.

The City Council debated the enforcement of Chapter 124, Junk, Article II, Noxious Weeds.

MOTION TO ADOPT RESOLUTION #41 OF 2015, TO AUTHORIZE THE ZONING ADMINISTRATOR TO USE CURRENT, COMPETITIVE CONTRACTOR'S BIDS WHEN ENFORCING CITY CODE CHAPTER 124, JUNK, ARTICLE II, NOXIOUS WEEDS, CARRIED UNANIMOUSLY.

- E. Resolution #42 of 2015** – To not exercise the City's Right of First Refusal on Eaton County tax foreclosed properties.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER LANTZ SECONDED, TO ADOPT RESOLUTION #42 OF 2015, TO NOT EXERCISE THE CITY'S RIGHT OF FIRST REFUSAL ON EATON COUNTY TAX FORECLOSED PROPERTIES.

Adam Smith, City Administrator, presented correspondence from the Eaton County Treasurer containing three tax-foreclosed properties within the City available for purchase, explained the existing easement for the parcel containing a public parking lot, explained the bidding process and use limitations, and recommended the City not exercise its Right of First Refusal.

The City Council debated adopting the resolution with wording not to exercise its right of first refusal.

MOTION TO ADOPT RESOLUTION #42 OF 2015, TO NOT EXERCISE THE CITY'S RIGHT OF FIRST REFUSAL ON EATON COUNTY TAX FORECLOSED PROPERTIES, CARRIED UNANIMOUSLY.

- F. Motion** – To approve an amended job description for Utilities Supervisor.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE AN AMENDED JOB DESCRIPTION FOR UTILITIES SUPERVISOR.

Adam Smith, City Administrator, explained the amended Utilities Supervisor job description and reported on the vacancy's adverse impact on operations.

The City Council debated the internal posting of the position.

MOTION TO APPROVE AN AMENDED JOB DESCRIPTION FOR UTILITIES SUPERVISOR, CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION

Steve Kreft, 1092 Brookside Dr. and Duo at the Ledges, explained the race benefits the Leukemia Lymphoma Society and Officer Jason Gooley's family.

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Council member Willems mentioned today's tornado in Portland.

Mayor Smith mentioned the City's assistance to Portland and the efforts to help further, the Saturday, 20 June 2015, presentation of a Bronze Star to Fred Gehlhaar, and the 24 and 25 June 2015 Mudge's Follies at the Grand Ledge High School Auditorium benefitting the Grand Ledge Emergency Assistance Program.

XII. CLOSED SESSION

- A. Motion** – To move into closed session to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO MOVE INTO CLOSED SESSION TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL STATUTE, PER THE OPEN MEETINGS ACT, SECTION 8(H), AT 8:05 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO RETURN TO THE MONDAY, 22 JUNE 2015, REGULAR CITY COUNCIL MEETING, AT 8:58 P.M. MOTION CARRIED UNANIMOUSLY.

- B. Resolution #43 of 2015** – To approve an Agreement for Conditional Transfer of Property, pursuant to 1984 P.A. 425.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #43 OF 2015, TO APPROVE AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY, PURSUANT TO 1984 P.A. 425. MOTION CARRIED UNANIMOUSLY.

XIII. ADJOURNMENT

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADJOURN THE MONDAY, 22 JUNE 2015, REGULAR CITY COUNCIL MEETING, AT 9:00 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor



michigan municipal league

Workers' Compensation Fund

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483

FAX 734.662.8083

WEB www.mml.org

to	Members of the MML Workers' Compensation Fund	from	Michael J. Forster
		date	June 22, 2015
		subject	2015 Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Six (6) incumbent Trustees have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 10. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Workers' Compensation Fund*; the official ballot is located in the left navigation bar under *Online Forms*.

Thank you for your membership in the Worker's Compensation Fund, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster

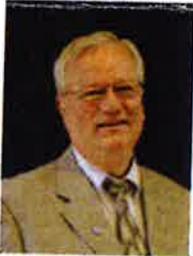
Fund Administrator

THE CANDIDATES
Four-year terms beginning October 1, 2015



Frank Brock, Jr., Mayor, City of Lathrup Village

Frank has more than 21 years experience as a municipal official, serving as the mayor of Lathrup Village for the last 17. He is a member of the Michigan Municipal League Legislative Governance Committee. Frank is a past chairman and current board member of the Southfield Area Chamber of Commerce and current board member of both the Lathrup Village DDA and Lathrup Village Community Foundation. Frank is seeking re-election to his second term as Trustee.



Larry Nielsen, Manager, Village of Paw Paw

Larry has more than nineteen years experience as a municipal official. Larry has been village manager in Paw Paw since August 2007 and was Bangor's city manager for the previous 9 years. He is currently chairman of the local chapter of the Michigan Local Government Management Association, has received Michigan Rural Water Association's Manager of the Year award and has been involved with community theatre for more than twenty-five years. Larry is seeking re-election to his third term as Trustee.



Daniel Reszka, President, Village of Elk Rapids

Dan has more than 12 years experience as a municipal official, serving as village president of Elk Rapids for the last 6 years. He is a current member of the Michigan Municipal League Governance Committee and past member of the Legislative and Urban Affairs Committee. Dan is a past chairman of Land Use and Planning Fund Grand Traverse Regional Community Foundation, past chairman and current board member of both Antrim County Habitat for Humanity and Lions Club. Dan is seeking re-election to his second term as Trustee.



Amy Roddy, Manager, City of Durand

Amy has more than 25 years experience as a municipal official, serving as city manager of Durand for the last 4 years. She was part of the organizing team for the Elected Officials Academy in 1996, served as an EOA Board member from 1997 - 1999 and was on both the Legislative Affairs Committee and Governance Committee for 2009 - 2010. Amy is a member of MLGMA, MAMC, MEDA and MI Downtown Association. She serves on the board of directors for the Durand Area Chamber of Commerce, Durand Union Station, Inc. and the Durand Downtown Development Authority. Amy is seeking re-election to her second term as Trustee.

THE CANDIDATES
Four-year terms beginning October 1, 2015



Adam Smith, City Administrator, City of Grand Ledge

Adam has more than nine years experience as a municipal official, currently serving as the administrator in Grand Ledge. Prior to that he was manager in the Village of Mackinaw City. He is a member of the Michigan Local Government Management Association and currently serves on the MLGMA Board of Directors. Adam serves on MML's Elected Official Academy Board of Directors and is a member of the International City/County Management Association. He is also active in several local civic organizations. Adam is seeking election to his first term as Trustee.



Tom Winarski, Mayor, City of Gladwin

Tom has more than 37 years experience as a municipal official, serving as mayor of Gladwin for the last 11 years. He has previously served as councilman and planning commission chairman. Tom was an MML Region 6 officer and serves on various local and regional civic organizations. Tom is seeking re-election to his second term as Trustee.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2015

Vote for six Trustees by marking the line to the left of the name for four (4) year terms beginning October 1, 2015.

- Frank Brock, Jr. Incumbent
Mayor, City of Lathrup Village
- Larry Nielsen, Incumbent
Manager, Village of Paw Paw
- Daniel Reszka, Incumbent
President, Village of Elk Rapids
- Amy Roddy, Incumbent
Manager, City of Durand
- Adam Smith, Incumbent
Administrator, City of Grand Ledge
- Tom Winarski, Incumbent
Mayor, City of Gladwin

Write-in Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature

Date:

**Ballot deadline:
August 10, 2015**



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000117810

Consumers Energy Company is authorized as of 4/22/2015, by the City of Grand Ledge, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Grand Ledge, dated 4/16/1979.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1029666071

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 4/16/1979 shall remain in full force and effect.

City of Grand Ledge

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Grand Ledge, dated 4/16/1979, in accordance with the Authorization for Change in Standard Lighting Contract dated 4/22/2015,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such a uthorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Eaton

I, _____, Clerk of the City of Grand Ledge, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated: _____

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
5	100	HPS	Post Top	Contempora ry	Install	Northside of Pennine Ridge from Lot 12 to Lot 20



CEM Support Center

Lansing Service Center, Rm. 122, Consumers Energy, 530 W. Willow St., Lansing, MI 48937-0001

April 22, 2015

NOTIFICATION #:
1029666071

DAN LARABEL
WESTVIEW CAPITAL LLC
2186 E Centre Ave, Ste A
Portage, MI 49002-4497

REFERENCE: MEADOW WOODS #7, GRAND LEDGE

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately \$11.75 per Luminaire. This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

Installation Charge (\$100.00 per Luminaire): \$ 500.00

Additional Costs

Total Estimated Cost: \$ 500.00

Less Prepayment Received: \$ -

Total Estimated Cost Due: \$ 500.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully. Contact the Consumers Energy Customer Energy Specialist or Representative assigned to your notification with any questions about your request at: 517 374-2298

Sent on behalf of,
RYAN M ANDERSON
Consumers Energy Customer Energy Specialist

Kalmin D. Smith
Mayor



Jon Bayless
City Administrator

City of Grand Ledge
310 Greenwood St. (517) 627-2149 - Phone
grand-ledge.com Grand Ledge MI 48837 (517) 627-9796 - Fax

Right-of-Way Use Application

Event Name Monitoring Well Installation and Soil Boring Advancement

Organization (if any) URS

Person Responsible _____

Address 27777 Franklin Road, Suite 2000, Southfield MI 48034

Phone 248-204-45900

Description of activity (Use the attached map to highlight the street, sidewalk or other public right-of-way requested to be used.): Please see attached document

Earliest date and time the right-of-way is needed (consider preparation and set-up for the event):
03 / 23 / 2015 8 : 00 a.m./p.m.

Latest date and time the right-of-way is needed (consider clean up from the event):
03 / 23 / 2016 8 : 00 a.m./p.m.

Describe plans to provide parking for participants, traffic control for the event, security, and crowd control:

Please see attached document

Describe plans to provide refuse disposal, sanitation facilities, noise control, and private property protection and restoration: Please see attached document

Applicants must provide a list of persons assigned as Marshalls at each intersection along a parade route. Applications will not be approved by the Chief of Police or the Fire Chief, or submitted to the City Council until said list is provided.

Applicants must also provide a certificate of insurance listing the City of Grand Ledge as an additional insured. A certificate listing the City of Grand Ledge as a certificate holder IS NOT acceptable. Applications will not be submitted to the City Council until said certificate of insurance is provided.

I certify the statements made and the information provided in this application for use of a public right-of-way are true, accurate, and complete.

<u>Jaime Timmins-Bertan</u>	<u>03/17/15</u>
Signature	Date
<u>Jaime Timmins-Bertan</u>	<u>248-204-4188</u>
Printed Name	Daytime Phone

Required Reviews

	Approve Request	Deny Request	Initials
<input checked="" type="checkbox"/> Chief of Police	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Fire Chief	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Public Service Director	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Certificate of Insurance provided			

Council Action

	Date of Action Taken	City Clerk's Signature
<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied		

March 19, 2015

City of Grand Ledge
310 Greenwood St.
Grand Ledge, MI 48837

RE: Right-of-Way Use Application
Shell Oil Products US
326 S. Bridge Street,
Grand Ledge, Michigan

Permit Agent:

URS Corporation (URS) has been retained by Shell Oil Products US (Shell) to provide environmental services at the former Shell Station located at 326 Bridge Street, Grand Ledge Michigan. URS is seeking access to City of Grand Ledge rights-of-way (ROW) in order to assess potential petroleum hydrocarbon impacted soil and groundwater associated with the historic operation of the former Shell station.

Below, please find information requested on the permit application:

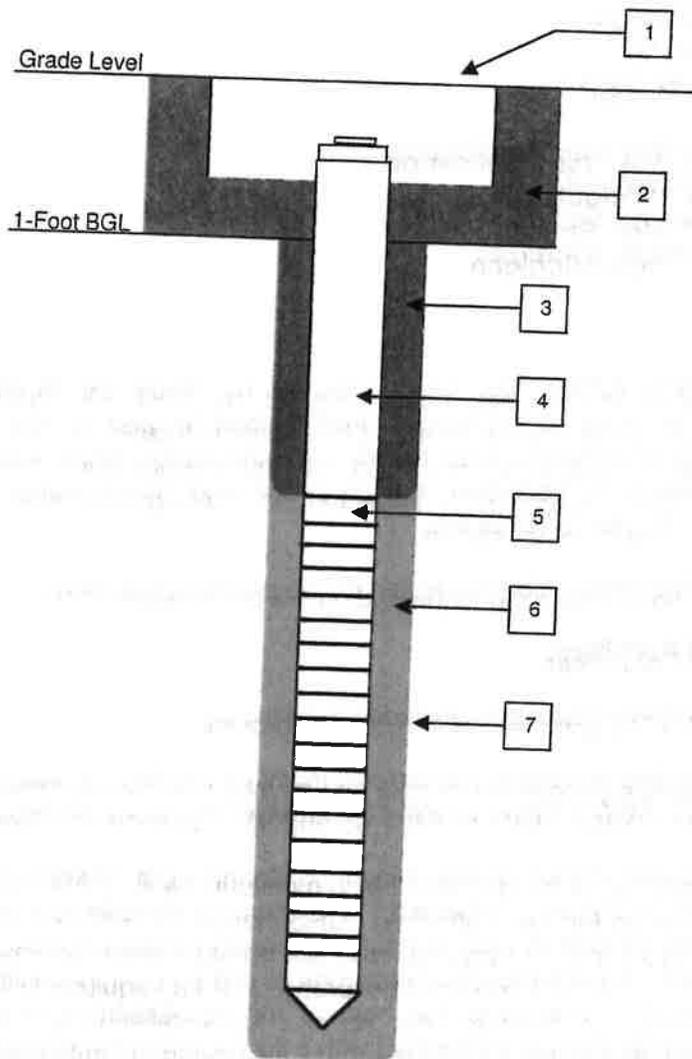
Description of Activities:

The proposed ROW activities will include the following:

- A) Continuing access to sample and maintain the five (5) previously installed monitoring wells (MW-1, MW-3, MW-11, MW-12, and MW-15) shown on Figure 1, attached.
- B) Installation of four (4) new 2-inch monitoring wells (PMW-1, PMW-2, PMW-3, and PMW-4) shown on Figure 1, attached. URS plans to air knife to a minimum depth of 5-feet below ground surface (ft bgs) at each soil boring location to ensure subsurface utilities are not present. A truck-mounted geoprobe or drill rig equipped with hollow stem augers will then be used to complete the borings for installation of 2-inch monitoring wells. Each monitoring well will be finished with a flush-mount, traffic grade steel cover.
- C) Advancement of one (1) soil boring to a terminal depth of 5 feet below grade shown on Figure 1, attached. The soil boring will be advanced with an air knife to ensure subsurface utilities are not present. The soil boring will require a temporary (1-4 hours) lane closure in the northwest-bound lane of Scott Street. The proposed location is in Scott Street about 12 feet from the curb. The traffic control plan is shown in plan view on Figure 3.

Describe plans to provide parking for participants, traffic control for the event, and security and crowd control:

- A) Continuing access to existing monitoring wells MW-1, MW-3, MW-12, and MW-15 will not require any roadway traffic control measures, as these monitoring wells are located in the sidewalk. Delineator cones will be utilized to warn pedestrians of work near the monitoring wells. Access to monitoring well MW-11 requires a half-block buffer zone along the turn lane. No closure of traffic lanes is required



1. 10-Inch Diameter Protective Cover
2. Concrete Seal
3. Bentonite Seal
4. 2-Inch Diameter Casing and Screen
5. Screen Data
 - A. Type-Schedule 40 PVC
 - B. 10-Slot Screen Size
6. Silica Sand
7. Borehole Drilled with 4 1/4 -Inch Augers

Title

TYPICAL MONITORING WELL CONSTRUCTION

URS

URS CORPORATION, SOUTHFIELD, MI., 248-204-5900

DATE
01-08

Job No.
Shell Oil

DR DI

CK DI

FIG. 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104		CONTACT NAME:	
URSCOR-ALL-PROF-14-15 STH MI		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED URS Corporation 27777 Franklin Rd., Suite 2000 Southfield, MI 48034		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
		INSURER B : Zurich American Insurance Company	16535
		INSURER C : N/A	N/A
		INSURER D : N/A	N/A
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** SEA-002499696-02 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL5388391	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP938521505	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Right of Way Permit for 326 S Bridge Street, Grand Ledge, MI

The City of Grand Ledge is included as Additional Insured as respects the General Liability and Automobile Liability policies, where required by written contract.

CERTIFICATE HOLDER

City of Grand Ledge
310 Greenwood St.
Grand Ledge, MI 48837

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Lynne Harrington

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2016

3/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Insurance Company of the State of PA		19429
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

INSURED
 1389302 AECOM
 URS Corporation
 27777 Franklin Rd., Ste. 2000
 Southfield MI 48034

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 13237604 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 2,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Notice of Cancellation applies per attached endorsement. Re: Right of Way Permit for 326 S Bridge Street, Grand Ledge, MI.

CERTIFICATE HOLDER

13237604
 City of Grand Ledge
 310 Greenwood Street
 Grand Ledge MI 48837

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ, PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

Miscellaneous Attachment: M503712
Master ID: 1389302, Certificate ID: 13237604

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
URS Corporation

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

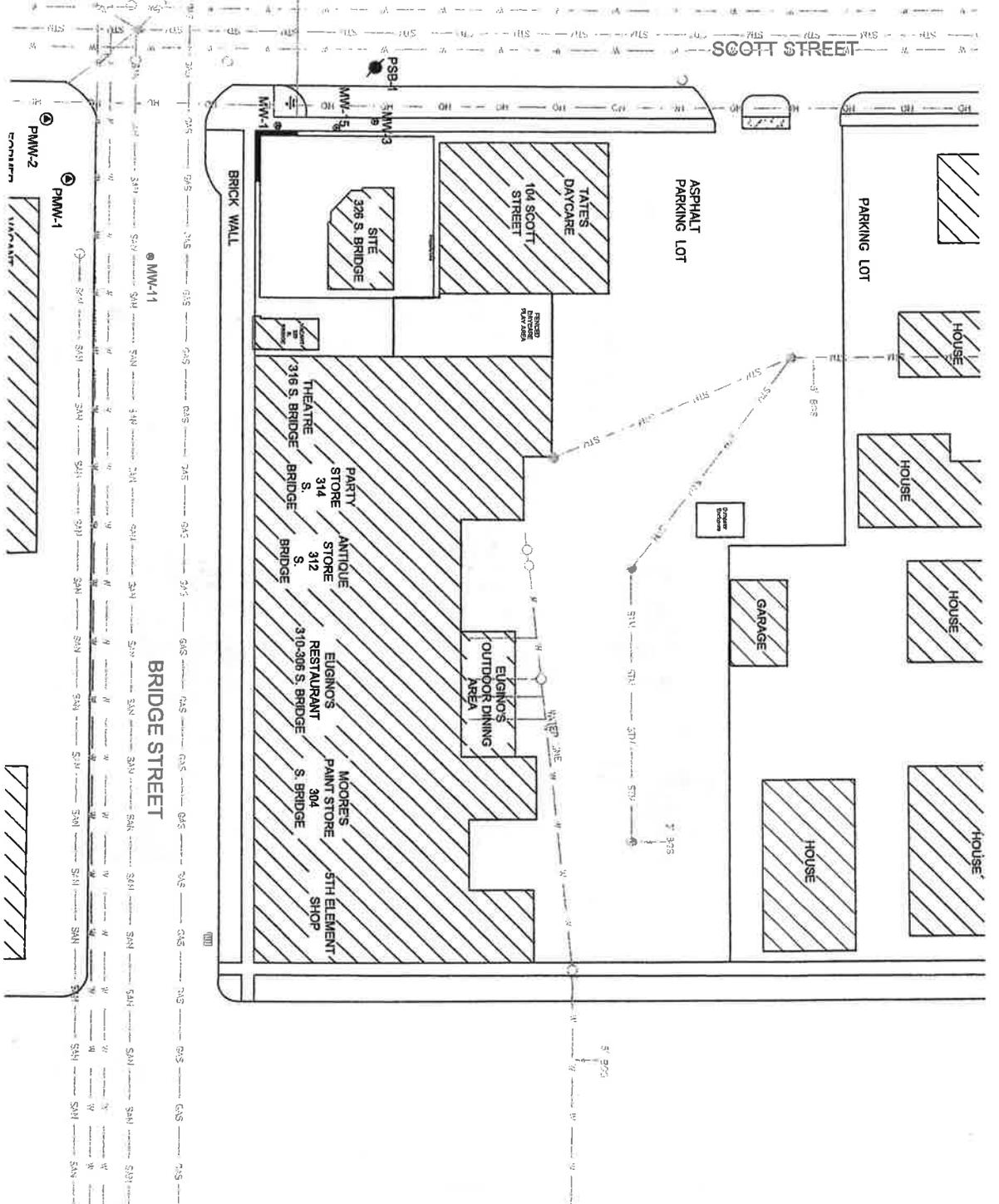
This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code: D503695
Master ID: 1389302, Certificate ID: 13237604



- LEGEND**
- ⊗ PROPOSED MONITORING WELL LOCATION
 - PROPOSED SOIL BORING LOCATION
 - W/VALE
 - STOP SIGN
 - 45° TURN
 - ROAD
 - CUL-DE-SAC
 - TUL
 - TELEPHONE
 - ELECTRIC
 - WATER SERVICE
 - GAS
 - SLOPE
 - CONDUIT SERVICE TRENCH

10' Sanitary (0' B.S.S.)
 12" Water (Unknown Depth)
 8" Water (Unknown Depth)
 12" Sanitary (Unknown Depth)

**An Ordinance Amending the Grand Ledge City Code Chapter 39,
Purchasing.**

The City of Grand Ledge Ordains:

Section 1. Change. Chapter 39, Purchasing, of the Grand Ledge City Code is amended, as follows:

~~§ 39-1, Definitions Purchasing Policy.~~

~~As used in this chapter the following terms shall have the following meanings:~~

~~BLANKET PURCHASE ORDER – A purchase order for an unspecified quantity of goods to be delivered over a specified period of time, from one vendor or from an identified group of vendors:~~

~~CONSTRUCTION – The process of building, altering, repairing or demolishing any City structure or building, or other City improvements of any kind to any City real property, including all roadways and utility services.~~

~~CONTRACT – All types of agreements, regardless of what they might be called, for the procurement of goods for the City.~~

~~GOODS – Any and all personal property and/or fixtures, including, but not necessarily limited to, vehicles, equipment, materials, supplies, printing, and/or any and all other tangible, movable items, but excluding services, insurance, any land, or any interest in land, or any benefit or item that is specifically provided for in a collective bargaining agreement.~~

~~INVITATION FOR BIDS – The complete assembly of related documents, whether attached or incorporated by reference, furnished to prospective bidders for the purpose of soliciting sealed bids.~~

~~PERSON – An individual, a partnership, limited partnership, corporation or limited liability company, or any other entity recognized by law.~~

~~PROCUREMENT – Purchasing, renting, leasing or otherwise acquiring, for monetary or other consideration, any goods for the City.~~

~~RESPONSIBLE BIDDER – A person who has the capability, in all respects, to perform fully the contract requirements.~~

~~RESPONSIVE BIDDER – A person who has submitted a bid which conforms in all respects to the requirements set forth in the invitation for bids.~~

~~§ 39-2, Authorization for procurement, scope:~~

~~No procurement, or contract for procurement, of any goods for any purposes of the City of Grand Ledge shall be made except in conformance with the standards, procedures and requirements set forth in this chapter. This chapter shall not apply to purchases made by the Grand Ledge Local Development Financing Authority, the Grand Ledge Downtown Development Authority, or the Grand Ledge Public Library unless such purchases are made by the City on behalf of any of those bodies.~~

~~§ 39-3, Purchase orders, authorization:~~

~~A. The City Administrator shall prepare or approve purchase order forms or request forms in all standards and specifications for procurement of goods. No procurement of any goods shall be authorized, and no contract may be executed on behalf of the City, without a purchase order which has been properly approved and issued pursuant to the terms of this chapter.~~

~~B. Purchase order authorization:~~

- ~~(1) For procurement of goods requiring an expenditure in excess of \$10,000, no contract shall be executed or be authorized to be executed on behalf of the City without the prior issuance of a purchase order which has been approved by a majority of the members then serving on the City Council.~~
- ~~(2) For procurement of goods requiring an expenditure in excess of \$2,000, but less than or equal to \$10,000, no contract shall be executed or be authorized to be executed on behalf of the City without the prior issuance of a purchase order which has been approved by the City Administrator.~~
- ~~(3) For procurement of goods requiring an expenditure of less than or equal to \$2,000, no contract shall be executed or be authorized to be executed on behalf of the City without the prior issuance of a purchase order which has been approved by the department head of the department requesting the procurement of goods.~~
- ~~(4) The procurement of goods which are deemed to be emergency in nature shall be presented to the City Administrator for approval and immediate purchase. If approved by the City Administrator, the emergency purchase shall then be brought before the City Council at its next regular or special meeting, for after-the-fact review and approval, if required, by the City Council following the same authorization procedures outlined above.~~
- ~~(5) Purchases totaling less than or equal to \$1,000 may be made without obtaining competitive quotes or a purchase order. However, all such purchases shall be approved, in writing, by the appropriate City department head or supervisor.~~
- ~~(6) The City Council may, by resolution, waive any or all of the above requirements in any particular case when to do so is deemed to be in the best interests of the public health, safety and welfare.~~

~~§ 39-4, Procurement procedures:~~

~~In addition to the purchase order requirements outlined above, the following procedures shall be followed in procurement of goods for the City, unless directed otherwise by resolution of the City Council:~~

~~A. Public construction contracts shall be bid in accordance with all applicable state and/or federal statutes.~~

~~B. Competitive sealed bids:~~

- ~~(1) Procurement of goods equal to or in excess of \$10,000 shall be by means of competitive sealed bids, which procedure shall include, but is not necessarily limited to, all of the following:~~
 - ~~(a) Issuance of an invitation for bids, with a purchase description and all contractual terms and conditions applicable to the procurement, and~~
 - ~~(b) Public opening of all bids at a predesignated time and place, and~~
 - ~~(c) Unconditioned acceptance of a bid without alteration or corrections, except as otherwise authorized in this chapter, and~~
 - ~~(d) Award to a responsible bidder who submits the responsive bid which is most advantageous to the City. An award shall not be made without authorization and approval of the City Council following a prior recommendation by the City Administrator. When an award is not made to the lowest bidder, a complete statement of the reason(s) shall be prepared and retained in the City's records.~~

~~(2) Goods which are by their nature unique or are available from only a single vendor may be purchased after the City Council waives competitive bidding and determines the waiver to be in the best interest of the City.~~

~~C. Procurement of goods equal to or in excess of \$2,000, but less than \$10,000, shall be according to competitive procedures developed and administered by the City Administrator. Such competitive procedure shall include, at a minimum, a requirement that not less than three price quotes be obtained from three different vendors. The City Administrator may waive the requirement for competitive purchase procedures, upon the approval of City Council, when it is deemed that an alternative procedure is in the best interests of the City.~~

~~D. Items under \$2,000 may be purchased in a manner deemed necessary and/or appropriate by the City Administrator.~~

~~E. Procurement of goods under a blanket purchase order shall follow the above procurement procedures. All purchase orders shall be expressly subject to and contingent upon existing and/or continuing budget appropriations of sufficient funds to support said procurement. In no event shall any purchase order exceed five years in duration.~~

~~§ 39-5, Authority of City Administrator:~~

~~The City Administrator is hereby authorized to reject any or all bids, and to waive any informalities in the bidding process. The City Administrator shall be responsible for developing and administering such other policies, rules and regulations, not inconsistent with this chapter or state or federal statutes, which the City Administrator deems necessary or convenient for the official procurement of goods by the City, and subject to final approval by the City Council. A copy of such policies, rules and regulations which are approved by the City Council shall be filed with the City Clerk and transmitted to all Department Heads.~~

~~§ 39-6, Non-applicability to procurement of services:~~

~~The provisions of this chapter do not apply, in any manner whatsoever, to the procurement of services, including any employment services, accounting, engineering, legal or other professional services, any consulting services, or any other activity involving the furnishing of labor, time or effort by a person which does not constitute "goods" as that term is defined in this chapter.~~

All purchases for goods and services shall be made as per the Purchasing Policy set by the City Council.

Section 1. Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases or portions of this ordinance.

Section 2. Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this ordinance.

Section 3. Effective Date. This ordinance shall take effect seven days after it has been adopted by the Grand Ledge City Council.

Introduced by the Grand Ledge City Council this 08th day of June, 2015.

Motion by **Bartholomew**

Second by **Lantz**

Ayes: Bartholomew, Lantz, Mulder, Sowle

Nays: None

Absent: Roberts, Smith, Willems

Adopted by the Grand Ledge City Council this _____ day of _____, 2015.

Motion by _____

Second by _____

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Ordinance # _____ adopted by the Grand Ledge City Council at a meeting held the _____ day of _____, 2015, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance # _____ was published in the Grand Ledge Independent, a newspaper of general circulation in the City of Grand Ledge, the _____ day of _____, 2015, subsequent to its adoption.

Gregory L. Newman, City Clerk

Introduced: 08 June 2015

Public Hearing: 22 June 2015

Adopted: _____

Published: _____

Effective: _____

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Approve a Uniform Buy & Sell Agreement with Stein Brothers, Inc., for the Properties Located at 200 E. Jefferson St. and 319 Taylor St.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Tuesday, 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 follows:

200 E. Jefferson St.: LOTS 10 AND 11. NE 2 RODS OF LOTS 12 AND 13. O.P. BLOCK 34. CITY OF GRAND LEDGE

319 Taylor St.: NE 52 FT OF SW 8 RODS OF LOTS 12 & 13 OP BLK 34 CITY OF GRAND LEDGE DDA

and;

Whereas, Stein Brothers, Inc., has submitted an offer to purchase the above described property;

Now, Therefore, it Is Resolved:

1. The City determines it is in the best interest of the public health, safety, and welfare to approve a Uniform Buy & Sell Agreement with Stein Brothers, Inc., for the properties located at 200 E. Jefferson St. and 319 Taylor St., as attached.
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 23 June 2015, before final adoption or passage of this Resolution at the regular Council meeting on 13 July 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 Stein Brothers, Inc.
4. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Uniform Buy & Sell 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 Uniform Buy & Sell 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 Uniform Buy & Sell Agreement.

- 5. The Uniform Buy & Sell Agreement is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2016.

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

Motion by **Lantz**

Second by **Bartholomew**

Ayes:

Nays:

Absent:

Adopted by the Grand Ledge City Council this 13th day of July, 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 Tuesday, 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: 26 May 2015

Published: 07 June 2015

Adopted:

COUNTER OFFER

200 E. Jefferson and 319 Taylor, Eaton County, Grand Ledge, Michigan
(Parcel Numbers 400-000-634-110-00 and 400-000-634-120-00)
(Property)

This agreement to be part of and incorporated into the Buy and Sell Agreement between STEIN BROTHERS, INC. as PURCHASER and CITY OF GRAND LEDGE as SELLER dated May 5, 2015, regarding the above captioned property.

Date: 5/14, 2015, _____ A.M./P.M.

THE ABOVE REFERENCED BUY AND SELL AGREEMENT IS AMENDED AS FOLLOWS:

SELLER'S COUNTER OFFER

1. Paragraph 19. PURCHASER'S DEPOSIT. The title company to be used is Transnation Title Agency.
2. Transaction subject to and contingent upon the following:
 - a. A parking/drive easement with the adjoining property owner to the ~~east~~ ^{South}.
 - b. City of Grand Ledge Council approval per City Code.
 - c. Mutual agreement by the parties to property development requirements, conditions and restrictions which shall be recorded with the Eaton County Register of Deeds and run with the land.
 - d. Phase I and Phase II Environmental Assessments shall be paid for by PURCHASER.
 - e. Seller shall provide PURCHASER with a survey of the Property, if any, in SELLER's possession. Any new or updated survey of the Property required by PURCHASER, PURCHASER's lender or the title company shall be at PURCHASER's expense.

ERM
ABS RS
214 East Jefferson St

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PURCHASER'S acceptance of any counter offer made by SELLER will be binding on the SELLER only when and if the SELLER signs below acknowledging receipt by SELLER of a copy of the PURCHASER's acceptance of SELLER's counter offer. If SELLER receives multiple offers or multiple acceptances of counter offers prior to written acknowledgment by SELLER of an accepted counter offer, SELLER will be entitled to choose conclusively the transaction by which SELLER will be bound.

This Counter Offer will be void if not accepted by PURCHASER by **May 22, 2015 5 P.M.**

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

RECEIPT IS ACKNOWLEDGED BY SELLER OF A COPY OF THIS COUNTER OFFER AGREEMENT.

WITNESS *[Signature]* *Ronald Smith* SELLER
 WITNESS *[Signature]* *[Signature]* SELLER
 SELLER'S ADDRESS CITY OF GRAND LEDGE, 310 Greenwood St, Grand Ledge MI

Date 5/14, 2015, _____ A.M./P.M.

SELLER's Counter Offer above is
 ACCEPTED as written; OR
 REJECTED

WITNESS *Chris Dilka* *Eric R. Huest* PURCHASER
 WITNESS _____ PURCHASER

Date 5/20, 2015, _____ A.M./P.M.

RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of the PURCHASER's acceptance of SELLER's Counter Offer.

WITNESS *[Signature]* *Ronald Smith* SELLER
 WITNESS *[Signature]* *[Signature]* SELLER

COUNTER OFFER

200 E. Jefferson and 319 Taylor, Eaton County, Grand Ledge, Michigan
(Parcel Numbers 400-000-634-110-00 and 400-000-634-120-00)
(Property)

This agreement to be part of and incorporated into the Buy and Sell Agreement between **STEIN BROTHERS, INC.** as PURCHASER and **CITY OF GRAND LEDGE** as SELLER dated May 5, 2015, regarding the above captioned property.

Date: 5/14 2015, 3:18 A.M./P.M.

THE ABOVE REFERENCED BUY AND SELL AGREEMENT IS AMENDED AS FOLLOWS:

SELLER'S COUNTER OFFER

1. Paragraph 19. **PURCHASER'S DEPOSIT.** The title company to be used is Transnation Title Agency.
2. Transaction subject to and contingent upon the following :
 - a. A parking/drive easement with the adjoining property owner to the ^{South} east. ERM
 - b. City of Grand Ledge Council approval per City Code. _____
 - c. Mutual agreement by the parties to property development requirements, conditions and restrictions which shall be recorded with the Eaton County Register of Deeds and run with the land.
 - d. Phase I and Phase II Environmental Assessments shall be paid for by PURCHASER.
 - e. Seller shall provide PURCHASER with a survey of the Property, if any, in SELLER's possession. Any new or updated survey of the Property required by PURCHASER, PURCHASER's lender or the title company shall be at PURCHASER's expense.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PURCHASER'S acceptance of any counter offer made by SELLER will be binding on the SELLER only when and if the SELLER signs below acknowledging receipt by SELLER of a copy of the PURCHASER's acceptance of SELLER's counter offer. If SELLER receives multiple offers or multiple acceptances of counter offers prior to written acknowledgment by SELLER of an accepted counter offer, SELLER will be entitled to choose conclusively the transaction by which SELLER will be bound.

This Counter Offer will be void if not accepted by PURCHASER by **May 22, 2015 5 P.M.**

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

RECEIPT IS ACKNOWLEDGED BY SELLER OF A COPY OF THIS COUNTER OFFER AGREEMENT.

WITNESS



Kalvin D Smith SELLER

WITNESS

[Signature]

[Signature]

SELLER

witness: Chris Silber

Ed R. Kaso Purchaser

witness: [Signature]

Ronald Smith Seller



GREATER LANSING ASSOCIATION OF REALTORS®
BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY PROPERTY

Date: May 5th 20 15, a.m. / p.m.

1. PURCHASER'S OFFER. The Undersigned: Stein Brothers, Inc. and spouse or other (hereinafter called the PURCHASER), hereby offers to buy from SELLER through the following property located in the City/Township of Grand Ledge, County of Eaton State of Michigan, commonly known as 200 E Jefferson & 319 Taylor and legally described as: See "A" of Paragraph 26. Other Provisions for legal description of both properties. (hereinafter called the Property), subject to existing building and use restrictions, zoning ordinances and easements, if any, and under the following terms and conditions.

2. PURCHASE PRICE. The purchase price for the Property is (\$ 50000.00) Dollars, subject to performance by SELLER of the closing obligations specified in Section 14 below.

3. TERMS OF PAYMENT. Terms of payment shall be as indicated by "X" below. (Other unmarked terms of purchase do not apply.)

X CASH. The PURCHASER shall pay the full purchase price to the SELLER upon execution and delivery of a warranty deed.

NEW MORTGAGE. The PURCHASER shall pay the full purchase price to the SELLER upon execution and delivery of a warranty deed and contingent upon the PURCHASER's ability to obtain a -year mortgage in the amount of \$ bearing interest at a rate no greater than % per annum. The PURCHASER shall apply for the mortgage loan within ten (10) business days after SELLER'S acceptance hereof and accept it promptly if tendered. If PURCHASER does not deliver to SELLER on or before , 20 , proof that PURCHASER has accepted a mortgage commitment, SELLER may thereafter treat this contingency as not having been satisfied and terminate this Agreement by written notice to PURCHASER.

CONTRACT. The PURCHASER agrees to pay the full purchase price to the SELLER pursuant to the terms and conditions stated in a Greater Lansing Association of REALTOR®S land contract (Latest Revision). The Land Contract shall provide for a down payment of \$ and payment of the balance of \$ in installments of \$ or more, at PURCHASER's option, including interest at the rate of % per annum. Interest shall commence on the date of closing. In addition:

The principal and interest shall be due and payable in full (balloon) on or before years after closing date.

1/12 of SELLER's estimate of annual real estate taxes shall be payable by PURCHASER each month by: add back (); or

escrow

All real estate taxes shall be payable when due by PURCHASER.

SELLER understands that consummation of the sale or transfer of the Property shall not relieve the SELLER of any liability that SELLER may have under any mortgage(s) or prior contract(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

MORTGAGE ASSUMPTION. The parties acknowledge that the Property is subject to a first mortgage in favor of with an unpaid balance of approximately \$ as of , 20 (the "Mortgage"). Upon execution and delivery of a warranty deed and contingent upon PURCHASER's ability to assume the Mortgage, PURCHASER shall pay to SELLER at closing the difference between the unpaid balance on the Mortgage and the purchase price (approximately \$) on the date of closing. PURCHASER shall within ten (10) business days after SELLER's acceptance hereof apply for assumption of the Mortgage and shall pay all fees and expenses charged by the Mortgagee in connection with the assumption of the Mortgage. At closing, PURCHASER shall assume and agree to pay the Mortgage, shall hold SELLER harmless therefrom and shall reimburse the SELLER for any funds held in escrow on the date of closing for payment of future taxes and/or insurance premiums. If PURCHASER is notified that PURCHASER will not be permitted to assume the Mortgage, PURCHASER shall deliver written notice of such notification to SELLER no later than forty-eight (48) hours after receipt of notification. Failure of PURCHASER to notify SELLER within the time required shall constitute a default under this Agreement. SELLER understands



that consummation of the sale or transfer of the PROPERTY shall not relieve the SELLER of any liability that SELLER may have under the Mortgage, unless otherwise agreed to by the lender or required by law or regulations.

CONTRACT ASSUMPTION. The parties acknowledge that SELLER is purchasing the PROPERTY from _____ by Land Contract, the current unpaid balance of which is estimated at \$ _____. Upon execution of an assignment of the vendee's interest in the Land Contract and contingent upon PURCHASER's ability to assume the Land Contract, PURCHASER shall pay to SELLER at closing the difference between the unpaid balance on the land contract and the purchase price, approximately \$ _____, as of the date of closing. If the Land Contract requires consent of the vendor for assumption of the vendee's interest, PURCHASER shall within ten (10) business days after SELLER's acceptance hereof apply for the vendor's consent and shall pay all fees and expenses charged by the vendor in connection with the assumption of the Land Contract. At closing, PURCHASER shall assume and agree to perform all of the obligations of the vendee under the Land Contract and shall hold SELLER harmless therefrom and shall reimburse the SELLER for any funds held in escrow on the date of closing for payment of future taxes and/or insurance premiums. If PURCHASER is notified that PURCHASER will not be permitted to assume the Land Contract, PURCHASER shall deliver written notice of such notification to SELLER no later than forty-eight (48) hours after receipt of notification. Failure of PURCHASER to notify SELLER within the time required shall constitute a default under this Agreement. **SELLER understands that consummation of the sale or transfer of the Property shall not relieve the SELLER of any liability that the SELLER may have for the underlying land contract, as well as any mortgages to which the Property is subject, unless otherwise agreed to by the vendor or lender or required by law or regulation.**

4. **SURVEY.** A new recertified ALTA existing survey, showing all easements of record shall be paid for by PURCHASER SELLER.
5. **CLOSING ADJUSTMENTS.** The following adjustments shall be made between the parties as of the close of business on the closing date. PURCHASER shall receive a credit or assume responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Prepaid rent and additional rent (as defined in this paragraph);
 - Interest of any existing indebtedness assumed by PURCHASER;
 - Charges for any transferable service contracts assigned to PURCHASER described on Exhibit C;
 - Prepaid insurance and utility deposits;
 - Security deposits; and
 - Other: _____

If any tenant is in default in the payment of rent on the closing date, SELLER shall retain the claim for and right to collect such rent. If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost-of-living adjustments or other charges of a similar nature ("additional rent") and any additional rent that is collected by PURCHASER after closing attributable in whole or in part to any period prior to closing, shall be paid back to SELLER.
Exceptions: None

6. SPECIAL ASSESSMENTS/TAXES.

- Special assessments which are or become a lien on the Property on or before date of closing of this Agreement shall be paid by SELLER. All existing deferred special assessments which will become a lien on the Property after the date of closing of this Agreement shall be paid by PURCHASER. Exceptions: None
- TAXES will be treated as if they cover the Calendar Year in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES which are first billed in the year of Closing will be prorated so that SELLER will pay taxes from the first of the year to Closing Date and BUYER will pay taxes for the balance of year, including day of Closing. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

7. **TITLE INSURANCE.** At SELLER's expense, SELLER shall provide PURCHASER with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title vested in PURCHASER, including a tax status report, shall be made available for PURCHASER's inspection within five (5) business days prior to the date of closing. Exceptions: None

8. **CONVEYANCE.** Upon performance by PURCHASER of the closing obligations specified in Section 15 below, SELLER shall convey the Property to PURCHASER by warranty deed, land contract or assignment, as specified in Section 3 above. Exceptions: None

- 9. WARRANTIES OF SELLER.** Except as otherwise provided or acknowledged in this Agreement, SELLER represents and warrants to PURCHASER as follows:
- SELLER's interest in the Property shall be transferred to PURCHASER on the closing date, free from liens, encumbrances, claims of others, unless otherwise specified herein.
 - Performance of the obligations of SELLER under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to SELLER or the Property.
 - There is no litigation or proceeding pending, or to the SELLER's knowledge threatened, against or involving the SELLER or Property, and the SELLER does not know or have reason to know of any ground for any such litigation or proceeding, which could have a material adverse impact on PURCHASER or PURCHASER's title to and use of the Property, either before or after closing.
 - SELLER shall continue to operate the Property in the ordinary course of business and maintain the Property in its current condition and repair during the interim period between the acceptance of this Agreement and the closing date.
 - If a statement(s) of income and expense with respect to the operation of the Property is(are) attached as Exhibit A, such statement(s) is(are) accurate for the period(s) designated.
 - Information concerning written leases and any tenancies not arising out of written leases set forth on Exhibit B is accurate as of this date, and there are no leases or tenancies with respect to the Property, except as set forth in Exhibit B (the "Leases").
 - All of the Leases are in full force and effect; no party is in default thereunder, and no leases have been modified, amended or extended;
 - No renewal or extension options have been granted;
 - No tenant has an option to purchase the Property;
 - The rents set forth are being collected on a current basis and there are no arrearages in excess of one month;
 - There are no security deposits; and
 - No real estate brokerage commission will be payable under any existing arrangement upon exercise of any option or other right to extend or renew the term of any lease or purchase of the Property.
 - If a schedule of service, maintenance, supply or management contracts ("Service Contracts") is attached as Exhibit C, the Exhibit lists all the Service Contracts currently in effect (and their length) with respect to the Property.
 - With respect to Underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions on the PURCHASER.
 - SELLER is without personal knowledge as to the presence of any toxic or hazardous substances or any underground storage tanks on the Property.
 - SELLER has informed PURCHASER of any latent defects that may exist on the Property.
 - Exceptions: None

- 10. WARRANTIES OF PURCHASER.** Except as otherwise provided in this Agreement, PURCHASER represents and warrants to SELLER as follows:
- PURCHASER is fully familiar with the physical condition of the Property and agrees to accept the Property "as is" and "with all faults" in their condition as of the date of this agreement, subject to reasonable use, wear and tear between the date of this Agreement and the closing date. Further:

This offer is contingent upon a satisfactory inspection of the Property, at PURCHASER's expense, by a licensed contractor and/or inspector of PURCHASER's choice no later than 15 business days after SELLER's acceptance hereof. Upon SELLER's acceptance, PURCHASER shall have the right to enter upon the Property during reasonable business hours for purposes of inspections and tests; provided, however, that such inspections and testing shall not unreasonably interfere with the rights of SELLER, as well as tenants in possession, and shall not cause physical damage to the Property. If PURCHASER is not satisfied with the results of the inspection, SELLER shall have 45 days in which to cure any stated defects found upon inspection. If SELLER fails to cure such defects within said period, upon receipt of written notice delivered to SELLER, this Buy and Sell Agreement shall be null and void, and PURCHASER's earnest money will be returned to PURCHASER.

 I/we hereby acknowledge that you, as Broker/Sales Associate have recommended to me/us that I/we retain a licensed contractor and/or inspector of my/our choice to inspect the Property. I/we hereby declare that contrary to such recommendation, I/we do not desire to obtain an inspection of the Property.
 - The performance of the obligations of PURCHASER under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to PURCHASER.
 - There is no litigation or proceeding pending, or to PURCHASER's knowledge threatened, against or involving PURCHASER, and PURCHASER does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on SELLER or SELLER's interests under this Agreement.
 - In entering into this Agreement, PURCHASER has not relied upon any written or verbal representations made by SELLER or any representative of SELLER, including any real estate agent, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
 - Exceptions: None

- 11. DAMAGE TO PROPERTY.** If between the date of this Agreement and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond SELLER's control which cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, SELLER shall immediately notify PURCHASER of such occurrence, and SELLER/PURCHASER may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or notice of taking. If either SELLER or PURCHASER exercises the right to terminate this Agreement under this Section 11, any earnest money deposit shall be returned to PURCHASER and this Agreement shall be null and void. If neither elects to terminate this Agreement, there shall be no reduction of the purchase price and at closing SELLER shall assign to PURCHASER whatever rights SELLER may have with respect to any insurance proceeds or eminent domain award.
- 12. CLOSING.** Sale shall be closed as promptly as practical after all necessary documents have been prepared; however, if title defect(s) exist(s) and SELLER is notified of same in writing, 30 days from such notice shall be allowed SELLER to cure such defect(s), in default of which this Agreement shall terminate, but in any event not later than July 31st, 20 15, unless otherwise agreed to in writing between PURCHASER and SELLER. If sale is not closed by that date, this Agreement shall become void.
- 13. POSSESSION.** SELLER shall grant to PURCHASER possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession, which leases are more fully described in the attached Exhibit B.
- 14. SELLER'S CLOSING OBLIGATIONS.** At closing, SELLER shall deliver the following to PURCHASER:
- A warranty deed, land contract or assignment of land contract, as specified in Section 3 of this Agreement;
 - A bill of sale of any Personal Property (attached in Exhibit D);
 - An assignment by SELLER of SELLER's interest in all leases which shall contain an assumption by PURCHASER of SELLER's obligations arising after the closing, together with the original or a true copy of each lease;
 - An assignment of SELLER's rights under any Service Contracts shown in Exhibit C, which are assignable by their terms and which PURCHASER wishes to assume, together with an original or true copy of each Service Contract assigned;
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to PURCHASER; and
 - Any other documents required by this Agreement to be delivered by SELLER.
- 15. PURCHASER'S CLOSING OBLIGATIONS.** At closing, PURCHASER shall deliver to SELLER the following:
- The cash portion of the purchase price specified in Section 3 above, in the form of U.S. currency, certified check(s), certified money order(s), or cashier's check(s) as adjusted by the apportionments and assignments in accordance with this Agreement;
 - The assumption by PURCHASER of the obligations of SELLER under the Leases and other contracts; and
 - Any other documents required by this Agreement to be delivered by PURCHASER.
- 16. NOTICES.** Any notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or by regular mail addressed to the parties at their addresses specified in the proximity of their signatures below, and any notices given by mail shall be deemed to have been given as of the day following the date of posting.
- 17. ADDITIONAL ACTS.** PURCHASER and SELLER agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.
- 18. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 19. PURCHASER'S DEPOSIT.** PURCHASER herewith deposits \$ 5,000.00 evidencing PURCHASER's good faith, said deposit to be deposited in Parks Legacy Title-Upon full execution of this Contract by all parties. (REALTOR® BROKER) trust account, in accordance with current State of Michigan licensing regulations, and apply as part of the purchase price. If this offer is not accepted, or title is not marketable or insurable, or if the terms of purchase are contingent upon ability to finance the Property as specified in Section 3 above, or any other contingencies as specified, which cannot be met, this deposit will be refunded forthwith. In the event of default by the PURCHASER all deposits made hereunder may be forfeited as liquidated damages at SELLER's election; or alternatively, SELLER may retain such deposits as partial payment of the purchase price and pursue his/her legal or equitable remedies hereunder against PURCHASER. If there is default by either party and the deposit is forfeited, the deposit will be transferred to the Listing Broker's trust account for distribution.
- 20. CREDIT REPORTS.** PURCHASER consents that, if not otherwise prohibited, the REALTOR® may give SELLER information about PURCHASER contained in a credit report which may be furnished to REALTOR® by PURCHASER or by a reporting agency.
- 21. ADVICE OF COUNSEL.**

Any evidence of title and supporting documents are to be examined by the attorney herein named: TBD; or _____

I/We hereby acknowledge that you, as Broker, have recommended with the above mentioned Property, to review the details of the sale, and to ascertain whether or not the details in the sale of the above mentioned Property have been strictly adhered to, before the transaction is closed. I/We hereby declare that contrary to such recommendations, **I/WE DO NOT DESIRE TO RETAIN AN ATTORNEY.**

22. MEDIATION. PURCHASER and SELLER agree that any dispute related to this Agreement shall be submitted to mediation. The mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® (NAR) rules and procedures of the Dispute Resolution System. If the parties cannot reach a binding agreement in mediation, they have the right to use other legal remedies. PURCHASER and SELLER acknowledge receipt of the NAR brochure briefly describing the mediation system.

23. NOTICE OF HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS. There are numerous federal, state and local laws and regulations in existence which are intended to control and/or correct environmental contamination. These laws and regulations may expose owners, tenants and other users of property to liability for damages and/or clean-up costs occasioned by environmental contamination regardless of fault and regardless of when in time the contamination may have occurred. The costs associated with the clean-up of environmental contamination can be very substantial. Accordingly, it is prudent for each party to a real estate transaction to seek legal and/or technical counsel from professionals experienced in such matters so that each may be better apprised of their respective rights and responsibilities with respect to environmental issues. Neither real estate Broker nor any of its real estate Agents possesses the expertise necessary to assess environmental risks or to determine the presence of environmental contamination. Therefore, the above named REALTOR® does not make independent investigations as to environmental contamination with respect to any property. The above named REALTOR® has no knowledge and makes no representations regarding the presence or non-presence, now or in the past, of hazardous wastes or substances, or of underground storage tanks on the Property the subject of this Agreement nor with respect to any environmental conditions affecting the Property.

The term "hazardous wastes or substances," as used in this NOTICE may include, but are not limited to, petroleum based products, paints and solvents, leads, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property and this NOTICE is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved.

24. ENVIRONMENTAL DISCLOSURE. PURCHASER hereby acknowledges receipt of environmental disclosure statement/report. Yes No

25. ACCEPTANCE OF OFFER. PURCHASER grants REALTOR® named above until 5:00 a.m. p.m. on May 15th, 20 15 to obtain SELLER's written acceptance or Counter Offer of this Agreement after which this Agreement shall become null and void.

26. OTHER PROVISIONS.

A. Legal Descriptions:
200 E Jefferson; LOTS 10 AND 11. NE 2 RODS OF LOTS 12 AND 13. O.P. BLOCK 34. CITY OF GRAND LEDGE.
319 Taylor; NE 52 FT OF SW 8 RODS OF LOTS 12 & 13 OF BLK 34 CITY OF GRAND LEDGE DDA.

27. RECEIPT OF COPY. By signing below, PURCHASER acknowledges receipt of a copy of this Agreement.

WITNESSES TO PURCHASER:

Chris Silker
Christopher S Silker

Date 5/5, 20 15

PURCHASER:
By: [Signature]
By: Stein Brothers, Inc. President

(NOTE: Please sign as you wish your name to appear on final papers.)

PURCHASER's Address: 2290 Rolling Ridge Lane, Holt, MI 48842

PURCHASER's social security number or federal identification number: 47-3464647

28. SELLER'S ACCEPTANCE/REJECTION

Date 5/14, 20 15

____ The above offer is hereby accepted

____ SELLER gives the REALTOR® until _____ Qa.m./Qp.m. _____, to obtain PURCHASER's written acceptance of this Counter Offer, if any

____ The above offer is hereby rejected.

Subject to Counter OFFER Attached AS BS

WITNESSES TO SELLER:

[Signature]
[Signature]

SELLER:

By: *Ralph D Smith*
By: *[Signature]*

(NOTE: Please sign as you wish your name to appear on final papers.)

SELLER'S Address: _____

SELLER'S social security number or federal identification number: _____

29. PURCHASER'S RECEIPT OF ACCEPTANCE. By signing below, PURCHASER acknowledges receipt of a SELLER'S acceptance of PURCHASER's offer. If the acceptance was subject to changes from PURCHASER's offer, the PURCHASER agrees to accept those changes, all other terms and conditions remaining unchanged.

Date: _____, 20____

WITNESSES TO PURCHASER:

Christopher S Silker

PURCHASER:

By: _____
By: Stein Brothers, Inc. President

30. SELLER'S RECEIPT OF ACCEPTANCE. By signing below, SELLER acknowledges receipt of a copy of PURCHASER's acceptance, or in the event of a Counter Offer, acceptance of said Counter Offer.

Date: _____, 20____

WITNESSES TO SELLER:

[Signature]
[Signature]

SELLER:

By: *Ralph D Smith*
By: *[Signature]*

31. LIST OF EXHIBITS.

____ Exhibit A - Statement of Income and Expenses
____ Exhibit C - Service Contracts
____ Other - _____

____ Exhibit B - Leases and Tenancies
____ Exhibit D - List of Personal Property
____ Other _____

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

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Adopt a Purchasing Policy.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 13 July 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, the City desires to establish a Purchasing Policy, in accordance with Grand Ledge City Code Chapter 39, Purchasing;

Now, Therefore, it Is Resolved:

1. The City adopts a Purchasing Policy, as attached.

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

Gregory L. Newman, City Clerk

City of Grand Ledge Proposed Purchasing Policy

Adoption Date:

Revision Date:

General Purpose: The purpose of this policy is to ensure the efficient procurement of appropriate goods and services at appropriate prices. In addition, our residents expect this policy to ensure accountability, transparency, and ethical behavior.

Summary Statement of Policy: This policy is designed to serve as a guide for all purchases by City employees and elected officials on behalf of the City of Grand Ledge.

Actual Policy as Written:

The City shall attempt to purchase the highest quality goods and services at the lowest price, and award contracts to the lowest responsible bidder. However, consideration can be given to quality of goods/services, conformity with specifications, suitability to the requirements of the City, delivery of goods, and past performance of the vendor. In this process, the City shall serve as an equal opportunity purchaser, favoring local vendors only when all other factors are equal.

All purchases are ultimately the responsibility of the City Administrator. Department Heads shall be responsible for purchasing goods and services for their departments, except for certain standard supplies and services. All purchases must be budgeted for and properly documented in accordance with this policy. Departments shall not consider appropriations contained in the budget as a mandate to expend funds, nor does the budget constitute authorization to commit the City to purchases, as such authorization originates from the provisions in this policy. This purchasing policy is based on dollar thresholds.

Authorization to Purchase

Credit Cards: City credit cards may be used to make purchases from vendors where credit terms are not available (such as travel) as well as for one-time non-routine items. Purchases made on credit cards are subject to transaction and credit limits established for each individual card.

Purchases up to \$10,000: Department Heads are authorized to purchase budgeted goods and services up to \$10,000, if funds are available within their departmental budget. Department Heads are encouraged to obtain multiple quotes prior to making a purchase. Authorization will be established by signing and coding the original invoice received from the vendor. If a purchase of this nature is not budgeted, authorization from the City Administrator is required. A Department Head may designate, in writing to the City Administrator, an individual to authorize purchases for their department while away on leave.

Purchases from \$10,000 to \$25,000: The City Administrator shall preapprove all purchases in excess of \$10,000. The Department Head requesting the purchase must complete a purchase requisition form and obtain the signature of the City Administrator prior to procuring the goods or services. Department Heads are required to obtain a minimum of three written quotes prior to submitting the purchase requisition for approval. All quotes received should be attached to the purchase requisition when submitted to the City

Administrator for approval. In the absence of the City Administrator, the Finance Director is authorized to carry out the purchasing authorization duties of the City Administrator.

Purchases over \$25,000: Purchases in this category are required to be formally bid. It is the practice of the City of Grand Ledge to provide vendors fair and equal opportunities to compete in the formal bidding process. Publication or communication of proper notice of the need for bids shall be arranged for in a manner, which will bring the information to the attention of the greatest number of appropriate professionals, contractors, or vendors. Additionally, bid specifications may be published on the City website, posted at City Hall, and sent to specific, approved vendors. All bids must be received at City Hall no later than the time indicated by the bid advertisement. All bids received at City Hall will be time/date stamped when received. All bids must be sealed when received. Bids will be opened at the place and time described in the bid advertisement and the bid opening shall be open to the public. Once the bid opening process is complete, the Department Head will prepare a recommendation for the City Administrator and City Council. Once awarded by the City Council, the Department Head will inform the winning bidder. The City Council reserves the right to reject any and all bids and waive technicalities.

Electronic Bidding: In lieu of a formal bidding process, the City Administrator may choose to use an electronic bidding process for any purchases over \$25,000.

Contracts: The City Administrator's signature is required for all contracts over \$10,000. City Council approval is required for all contracts over \$25,000.

Competitive Negotiation for Legal and Professional Services: The City Administrator may use a competitive negotiation process to retain professional services, such as but not limited to, legal, architectural, engineering, accounting, and other consulting services. The negotiation process is the responsibility of the City Administrator, who will involve Department Heads and elected officials as deemed appropriate.

Cooperative Government Contracts: Should the City be able to secure quality products at favorable prices by joining with other local units of government, or by participating in a federal or state government purchasing program, the City Administrator may waive the formal bidding process.

Sole Source Purchasing: In recognition that certain products and services are clearly superior and/or compatible with City operations, the City Administrator may determine a specific product or vendor as the sole source of purchasing for the City. In doing so, the items will be purchased without a formal bidding process.

Emergency Purchases: Emergency purchases can be authorized only when life, property, or equipment are endangered through unexpected circumstances, or when normal operations of the City would be severely hampered by a long delay. Normal purchasing procedures outlined in this policy may be suspended when such circumstances exist. In the case of an emergency, the City Administrator or Treasurer can authorize the immediate purchase of any materials, supplies, equipment, or services needed to resolve the emergency.

Change Orders: Department Heads shall document all change orders in excess of 10% of the original price that are greater than \$1,000. In addition, all change orders over \$10,000 require approval of the City Administrator.

Tax Exempt Status: Section 4 of the General Sales Tax Act, MCL 205.54(5), MSA 7.524(5), and Michigan Sales and Use Tax Rule, 1979 AC, R205.79, provide that sales to the United States Government, the State of Michigan, and their political subdivisions, departments, and institutions are not taxable when ordered and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. Statement is available upon request.

Forms: Every City vendor is required to complete an IRS W-9 form or have this form on record prior to the release of payment for goods and services.

Documentation: Once approved, all invoices for goods and services shall be returned to the Finance Department for processing. If a purchase requisition is required, the requisition shall be submitted to the accounting department once approved. All supporting documentation should be attached to the requisition (bids, board resolution, etc.).

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Approve a Recycling Agreement with Granger Container Service, Inc.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 13 July 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 desires to provide its residents with curbside recycling service; and

Whereas, Granger Container Service, Inc., has provided a Recycling Agreement to provide free curbside recycling option to the City's residents;

Now, Therefore, it Is Resolved:

1. The City approves a Recycling Agreement with Granger Container Service, Inc., as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budgets for the Fiscal Years Ending 30 June 2016 through 2026.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution # ____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 13 July 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

RECYCLING AGREEMENT

This RECYCLING AGREEMENT is made this ___ day of _____, 2015 (the "**Effective Date**") by and between Granger Container Service, Inc., a Michigan corporation ("**Granger**"), and City of Grand Ledge, Michigan, a Michigan home rule city organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, as amended ("**COGL**") (each a "**Party**" and collectively, the "**Parties**").

RECITALS

Whereas, COGL desires to provide for its residents, certain specified long-term recycling services through *Curbside Recycling Services*; and

WHEREAS, COGL desires is to increase awareness of the benefits of recycling and to expand the availability of affordable residential recycling opportunities; and

WHEREAS, Granger offers and provides individual COGL residents with subscription-based municipal solid waste hauling services and further has the ability to provide curbside recyclable material hauling services to its customers; and

WHEREAS, COGL recognizes the environmental and transportation benefits of utilizing local resources for the management of solid waste and recyclable materials, and desires to minimize the environmental impacts of such activities; and

WHEREAS, COGL desires that Granger provide recycling services "*Curbside Recycling Services*"), without cost to COGL or any additional cost to residents of COGL; and

WHEREAS, this Agreement provides that the current free enterprise system (Free Market System) for waste collection in COGL remains in place as the basis for the Curbside Recycling Services to be provided; and

WHEREAS, COGL acknowledges that, in order to perform the Curbside Recycling Services, Granger will be required to incur substantial costs in capital expenditures, which Granger would not otherwise incur but for this Agreement; and

WHEREAS, Granger desires to perform Curbside Recycling Services in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions, the Parties agree as follows:

1. CURBSIDE RECYCLING SERVICES: Beginning no later than one hundred twenty (180) days after the Effective Date and continuing thereafter during the Term (as defined in Paragraph 4 of this Agreement) Granger will provide without additional charge the Curbside Recycling Services described in Exhibit A hereto to any single-family residential household located in the City of Grand Ledge with four or fewer units that has a current single subscription

with Granger for municipal solid waste collection services and that is not in arrears for payment of such services (an "**Eligible Single-Family Household**"), and that requests such Curbside Recycling Services from Granger. For the avoidance of doubt, Granger shall have no obligation to provide Curbside Recycling Services to: (a) any single-family residential household that is not subject to a current single subscription with Granger for municipal solid waste collection services or that is in arrears for payment of such services; (b) any single-family residential household with five or more units; (c) any commercial or industrial establishment; (d) any single family household that receives municipal solid waste collection services from Granger pursuant to a collective contract or agreement, such as through a condominium or other homeowner association; (e) any single-family residential household that uses collection service from Granger via the bag tag program; or (f) any other household, establishment or person that is not an Eligible Single Family Household as defined in this Section 1.

2. **NOTICE TO ELIGIBLE SINGLE-FAMILY HOUSEHOLDS:** Within thirty (30) days after the Effective Date, Granger shall provide a notice via United States mail to each Eligible Single-Family Household informing the subscriber of the opportunity to receive Curbside Recycling Services from Granger at no cost, and providing instructions on how to request such services from Granger by mail, phone, in person or online. Granger shall provide a similar notice to any Eligible Single Family Household that becomes a subscriber to Granger's municipal solid waste collection services after the Effective Date. Granger may, but is not required to, provide a similar notice to any other single family residential household located within the City of Grand Ledge that is not an Eligible Single Family Household.

3. **FREE MARKET SYSTEM:** In recognition of the substantial costs in capital expenditures that Granger will be required to incur in order to perform the Curbside Recycling Services, and as a material inducement for Granger to enter into this Agreement, the Parties agree that Granger shall have the unfettered right to compete for, and provide, collection services for solid waste or recyclable materials to any person located within the City of Grand Ledge that desires to receive such services from Granger, COGL shall not, directly or indirectly, interfere with, or infringe upon such right. For the avoidance of doubt and without limiting the foregoing sentence, COGL shall not enter into any agreement with any other person that would grant a franchise or similar right to provide collection services for solid waste or recyclable material in a manner that would limit or restrict Granger's right to compete for, and provide, such services. 4.

TERM:

This Agreement shall remain in effect (the "**Term**") for ten (10) years after the Effective Date of this Agreement and will renew automatically for three (3) additional five (5) year periods unless one Party notifies the other Party, in writing, of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the then current term.

5. SPECIFIED SERVICE DETAILS:

Granger will, in its reasonable discretion, provide one (1) ninety-six (96) gallon container to meet volume demands for the collection of recyclable materials determined from time to time by Granger based on commodity markets, which may include newspaper, glossy magazines, catalogs, mixed junk mail, food and beverage glass (clear and brown), tin cans, aluminum, mixed plastics (bottles, jugs, tubs and household items with #1-#7), corrugated cardboard, boxboard or other recyclable materials as reasonably determined by Granger. Different types of recyclable materials may be comingled in a single container.

Granger reserves the right to periodically evaluate its collection program and modify collections, methods, equipment, and services under this Agreement. Granger shall provide written notice to COGL prior to any modification to the collection program.

6. SURVIVAL OF TERMINATION: Notwithstanding anything to the contrary in this Agreement, except in the case of early termination by COGL due to Granger's breach, the provisions of Paragraph 3 of this Agreement shall survive the early termination by either Party of the Agreement and shall continue in full force and effect until the expiration of the then-current Term and any extensions thereto.

7. DISPOSAL SUBSCRIPTION RATE INCREASES: Granger may, from time to time and at Granger's discretion, increase rates to Eligible Single-Family Households for subscription municipal solid waste collection services; provided, however, that the increase shall not be disproportionate to the increase applied by Granger to similarly situated persons located in a community outside of the City of Grand Ledge, but within the Greater Lansing Area. For purposes of the preceding sentence, rate increases applied to Eligible Single-Family Households and to similarly situated persons located in a community outside of the City of Grand Ledge, but within the Greater Lansing Area shall be compared based on rates charge for individual service types (e.g., bags and/or carts) provided by Granger. Fees or charges imposed by government entities and passed on by Granger to its customers shall not be considered a rate increase for the purposes of this Paragraph 7.

8. INCORPORATION BY REFERENCE: Except as expressly modified by amendment, all other terms of the Agreement shall remain in effect.

9. EXECUTION IN COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original and which together shall comprise one and the same instrument. Facsimile signatures to this Agreement are enforceable and binding. Any amendment or modification to this Agreement must be in writing and executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Recycling Agreement on the Effective Date first written above.

AGREED:

**Granger Container, Inc.,
a Michigan corporation**

By: _____

Its: _____

**City of Grand Ledge,
a Michigan home rule city**

By: _____

Its: _____

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EXHIBIT A

CURBSIDE RECYCLING SERVICES

City of Grand Ledge single-family households will be notified via mail of the opportunity to add curb-side recycling collection at no additional cost if they subscribe to, and pay for, Granger solid waste collection services. Eligible Single-Family Households interested in receiving curb-side recycling collection services will be asked to request the service from Granger (by mail, phone, in person or online).

Granger will provide the following Curbside Recycling Services without additional cost to any Eligible Single Family Household requesting such services:

- Granger will collect recyclable materials, determined from time to time by Granger based on commodity markets, on at least an every other week schedule specified by Granger from each Eligible Single Family Household that places such recyclable materials at curb side on the specified collection day in a collection container approved by Granger.
- Initially, Granger expects to collect the following “single stream” recyclable materials: corrugated cardboard, boxboard, tin cans, aluminum, mixed plastics (bottles, jugs, tubs and household items with #1-#7), newspaper, magazines, and office paper/mail. Glass will not be accepted as part of the Curbside Recycling Services. Granger reserves the right to change (add or remove) the collected recyclable materials based on commodity markets.



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

EXAMPLE

I have some great news for you!

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

To begin RECYCLING MORE, visit our website at www.grangernet.com/curbyrecycler.

PLEASE SIGN UP FOR RECYCLING BY DATE



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

Once you have signed up, you will receive a Curby Recycler at no charge. The Curby Recycler is a 96-gallon cart that is 45.13" tall, 28.5" wide and 33.73" deep. It holds a lot of recycling so you can RECYCLE MORE! **Your Curby Recycler will be delivered to you sometime in** DATE

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

Granger street-side collection is what is referred to as "single-stream," and does not need to be sorted. Acceptable items include cardboard; boxboard; tin and aluminum; #1 through #7 plastic bottles, tubs and jugs; and mixed paper (newspaper, magazines, office paper, junk mail, etc.). Glass is not accepted street-side. DATE

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

I encourage you to make the most of this opportunity to RECYCLE MORE.

Most Sincerely,

Keith Granger
 Chief Executive Officer

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

TEAMING UP to RECYCLE MORE!



CITY
 LOGO



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EXAMPLE

I have some great news for you!

the City of Grand Ledge

Granger and [REDACTED] have reached an agreement to help you **RECYCLE MORE.**

Beginning [REDACTED] residents who have Granger trash service will be eligible for street-side recycling at **no additional cost.** * Since you are already a Granger trash and recycling customer, you will continue receiving the same great service—you just won't have to pay a fee for recycling collection. *

Your fellow [REDACTED] residents are being notified of this opportunity, and we expect to gain more street-side recycling customers. That means you may also see some changes to your recycling collection schedule. If and when such changes occur, you will be notified in advance.

Remember, your street-side collection is what is referred to as "single-stream," and does not need to be sorted. Acceptable items include cardboard; boxboard; tin and aluminum; #1 through #7 plastic bottles, tubs and jugs; and mixed paper (newspaper, magazines, office paper, junk mail, etc.). Glass is not accepted street-side, [REDACTED]

As a reminder, your recycling collection occurs every other week. If you would like to download the current recycling calendar, please visit www.grangernet.com/recyclingguides/.

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

Most Sincerely,

[Handwritten signature]

Keith Granger
 Chief Executive Officer

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

TEAMING UP to RECYCLE MORE!



CITY
 LOGO



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EXAMPLE

Dear Customer:

The City of Grand Ledge

You may have heard the great news about the new recycling initiative between Granger and [REDACTED] that offers recycling collection at no additional cost to Granger trash customers. As a bag tag customer, you are probably already taking advantage of some type of recycling opportunity.

*

The initiative for no additional cost recycling applies to those customers who subscribe to a weekly trash service. The bag tag service is an on-demand service and is, therefore, not eligible for recycling collection at no additional cost.

If you are not currently taking advantage of street-side recycling collection, the good news is you can add every other week recycling collection for \$7.75 per month.



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

To begin RECYCLING MORE, visit our website at
<http://www.grangernet.com/curbyrecycler>.

PLEASE SIGN UP FOR RECYCLING BY [REDACTED] DATE

Once you have signed up, you will receive a Curby Recycler. The Curby Recycler is a 96-gallon cart that is 45.13" tall, 28.5" wide and 33.73" deep. It holds a lot of recycling so you can RECYCLE MORE!
Your Curby Recycler will be delivered to you sometime in April or May, and collection will begin [REDACTED] DATE

Granger street-side collection is what is referred to as "single-stream," and does not need to be sorted. Acceptable items include cardboard; boxboard; tin and aluminum; #1 through #7 plastic bottles, tubs and jugs; and mixed paper (newspaper, magazines, office paper, junk mail, etc.). Glass is not accepted street-side, [REDACTED]

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

Most Sincerely,

Keith Granger
 Chief Executive Officer

TEAMING UP to RECYCLE MORE!



CITY
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EXAMPLE

I have some great news for you!

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

To begin RECYCLING MORE, visit our website at www.grangernet.com/curbyrecycler.
PLEASE SIGN UP FOR RECYCLING BY [REDACTED] DATE



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

Once you have signed up, you will receive a Curby Recycler at no charge. The Curby Recycler is a 96-gallon cart that is 45.13" tall, 28.5" wide and 33.73" deep. It holds a lot of recycling so you can RECYCLE MORE! Your Curby Recycler will be delivered to you sometime in [REDACTED] DATE.

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

Granger street-side collection is what is referred to as "single-stream," and does not need to be sorted. Acceptable items include cardboard; boxboard; tin and aluminum; #1 through #7 plastic bottles, tubs and jugs; and mixed paper (newspaper, magazines, office paper, junk mail, etc.). Glass is not accepted street-side, [REDACTED]

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

I encourage you to make the most of this opportunity to RECYCLE MORE.

Most Sincerely,

Keith Granger
 Chief Executive Officer

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

TEAMING UP TO RECYCLE MORE!



CITY
 LOGO

A Resolution to Approve and Authorize a Bid Award to Doetsch Environmental Services for River Interceptor Cleaning and Inspection.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 13 July 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

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

Whereas, Charter §C-14.1(a) provides:

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

Whereas, bids for cleaning and inspecting the river interceptor were sought and received by the City, and reviewed by staff; and

Whereas, it has been determined the bid be awarded to **Doetsch Environmental Services for the bid amount of \$21.00/linear foot for pipeline cleaning and \$4.00/linear foot for pipeline inspection;**

Now, Therefore, it Is Resolved:

1. **The City awards the bid for river interceptor cleaning and inspection, in the amount of \$21.00/linear foot for pipeline cleaning and \$4.00/linear foot for pipeline inspection, to Doetsch Environmental Services, as attached.**
2. **The bid award is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2016.**
3. **The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said bid award on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said bid award on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said bid award.**

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

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

Gregory L. Newman, City Clerk



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

Public Service • 310 Greenwood St. • Grand Ledge MI 49837
Ph: 517.627.2144 • Fax: 517.622.3684 • www.grand-ledge.com

TO: Sewer Pipeline Cleaning Contractors
FROM: Larry LaHaie, Public Service Director
DATE: June 17, 2015
SUBJECT: Request bids for sanitary sewer cleaning and inspection.

GENERAL

The City of Grand Ledge will be accepting sealed bids for cleaning and video inspection of approximately 5,200 feet of 18-inch and 21-inch trunkline sanitary sewer. The sewer is of vitrified clay construction which received a cured in-place liner in 1993 and is in an off-road location along the south bank of the Grand River. Work will consist of the following:

1. Provide equipment and labor to clean the pipeline with a high pressure jet. The section of pipeline to be cleaned will start at downstream manhole no. 3, located at the Grand Ledge Wastewater Treatment Plant and end at upstream manhole no. 208, located at the M100 bridge in downtown Grand Ledge. Of the total 5,200 feet of pipeline, 913 feet is 18-inch pipe and approximately 4,295 feet is 21-inch pipe. There are 29 manholes along the sewer, however only the downstream manhole and three of the upstream manholes (528 feet) are accessible by a standard vehicle.
2. Provide equipment and labor to vacuum and remove all accumulated sludge and debris from the sewer and dispose of the collected material. The accumulated debris may be disposed of at the Grand Ledge Wastewater Treatment Plant. The contractor will be required to record the approximate number of cubic yards of grit and debris collected from each section of the sewer (between manholes).
3. Provide equipment and labor to perform a video inspection of the pipeline to insure it is completely clean of debris. Produce a recording of the inspection. Inspection of the pipeline may be by sonar if water depth in the pipe prohibits an adequate video inspection.

CONSIDERATIONS

1. Flow through the sewer can be interrupted for a short period (up to one hour at normal flow rates) by storage in an upstream pumping station. If flow interruptions are required it will require co-ordination with the City and an eighteen-inch diameter sewer plug. If interruptions of longer intervals are necessary it will require by-pass pumping to maintain flow. By-pass pumping will be the responsibility of the contractor, both to provide and operate pumping equipment.
2. The City would prefer that all cleaning and inspection be conducted with equipment located at the downstream end of the pipeline at the Wastewater Treatment Plant. If access is required from another location, it will be the responsibility of the contractor to reach an agreement and obtain an easement from any and all private property owners at his expense. The contractor shall hold the City harmless against any action that may arise from such activities resulting from any additional agreements and/or easements.
3. The project site is on a trail that is open to and used by the public. It will be the contractor's responsibility to adequately warn and protect pedestrians of the ongoing work. All unattended equipment left on the trail shall be securely locked and secured to prevent harm or injury to pedestrians.
4. Cleaning and inspection of the pipeline must be completed by August 31, 2015.

INSURANCE REQUIREMENTS

1. Certificate of Liability Insurance must be submitted to the City of Grand Ledge within fifteen days upon completion of award of contract and prior to contract signing with the following specific information:
2. The following are minimum insurance requirements:

Type of Insurance	Limit of Liability
Workers' Compensation	Statutory Coverage
General Liability and Automobile Liability	\$3,000,000 per occurrence/\$3,000,000 aggregate

3. Pollution Liability will also be required. The Contractor shall procure and maintain during the life of this contract, a Pollution Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate, including, but not limited to, the collection, transportation, storage, and removal of all hazardous waste. The City of Grand Ledge shall be named as additional insured on said coverage.

INDEMNIFICATION

1. The contractor agrees to hold harmless and indemnify the City of Grand Ledge as well as their officers, agents, and employees, against all claims for damages to public or private property and for injuries to persons arising out of the work specified in this proposal, or in connection with work not authorized in this proposal, or resulting from failure to comply with the terms of this proposal and during the progress and to the completion of the work.

BIDDING INSTRUCTIONS

Bidders should provide a cost per linear foot for the sewer cleaning and inspection work as described. Specific questions should be directed to Larry LaHaie, Public Service Director at 517-627-2144 or via email at llahaie@grand-ledge.com.

Bids should be submitted on the following form sealed in an envelope clearly marked on the envelope "BID FOR TRUNKLINE SEWER CLEANING" by 2:00 PM on Thursday July 9, 2015. All bids should be directed to the attention of:

Mr. Gregory Newman, City Clerk
Grand Ledge City Hall
301 Greenwood Street
Grand Ledge, MI 48837

BID SUBMITTAL FORM

Bidders should provide a cost per liner foot price for the sewer cleaning and inspection work as described. Specific questions regarding this work should be directed to Larry LaHaie of the Department of Public Services at 517-627-2144 or via email at llaHaie@grand-ledge.com.

The award of the successful bid is expected to be made at the July 13, 2015 meeting of the Grand Ledge City Council. The City of Grand Ledge reserves the right to accept any bid, to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner deemed in the best interest of the City.

BIDDER: Doetsch Environmental Services

ADDRESS: 21221 Mullin Ave

CITY: Warren MI 48089

PRICE PER LINEAR FOOT - CLEANING : \$21.00 per lft

PRICE PER LINEAR FOOT - INSPECTION: \$4.00 per lft

NOTES/CONSIDERATIONS: Due to current workload, we will make every effort to complete this project by August 31st. However, we cannot confirm this completion date.

All equipment will be set up at WTP, remote hose reel will be used on trail. Trail will remain open to pedestrians.

Inspection will be cctv, sonar if needed. Inspection unit is off road and will access manholes on trail. Trail will remain open to pedestrians during inspection.