Grand Ledge City Council
Regular Meeting Agenda

REGULAR MEETING AGENDA
MONDAY, 23 NOVEMBER 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST., GRAND LEDGE MI 48837

I. **ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems

II. **PLEDGE OF ALLEGIANCE** – Any person(s) attending may participate in reciting the Pledge of Allegiance to the American Flag. The Mayor may choose to designate, with their consent, a Council member or a person attending to lead the Pledge of Allegiance. The City Council shall not require any Council member or person(s) attending to recite the Pledge of Allegiance.

III. **AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.

IV. **APPROVAL OF CONSENT AGENDA** – The City Council approves items listed on the consent agenda by a single roll call vote without debate. If the City Council desires to debate any item listed on the consent agenda, it may remove the item and place it on the regular agenda for consideration in due order.

A. **Motion** – To approve the Monday, 23 November 2015 City Council consent agenda, as follows:

i. Financial transactions and bills.

ii. Thursday, 05 November 2015 regular City Council minutes.

iii. Monday, 09 November 2015 regular City Council minutes.

iv. City Council Human Resources Committee recommendation to amend the Personnel Manual.

v. Receive Council member Bartholomew's resignation, effective 09 November 2015.

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, 23 November 2015 regular City Council agenda.

VI. **COMMITTEE AND BOARD REPORTS** – Council members and staff may report on discussions and actions of committees and boards.

VII. **STAFF REPORTS** – The City Council may receive reports from various department heads.

VIII. **UNFINISHED BUSINESS** – The City Council may again debate any item(s) previously debated but not finally disposed of and may or may not act upon the item(s) as indicated below.

IX. **NEW BUSINESS** – The City Council may debate any item(s) under its authority not previously debated and may or may not act upon the item(s) as indicated below.

A. **Motion** – To demolish the residential structure at 603 E. River St. in compliance with Michigan Department of Natural Resources Acquisition Project Procedures and Project Agreement TF14-0161.

B. **Resolution** – To approve and authorize a Bid Award to A. McLean & Son Trucking for demolition of structures at 525 and 603 E. River St.

C. **Resolution** – To approve a proposal from Spicer Group to develop a 2016 – 2020 Parks and Recreation Master Plan.

D. **Resolution** – To approve a Stormwater, Asset Management, and Wastewater grant agreement with the Michigan Department of Environmental Quality and the Michigan Finance Authority.

E. **Resolution** – To approve and authorize a Bid Award to _____ for Department of Public Service Garage Roof Replacement.

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, 14 DECEMBER 2015, AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN

44 NORTH	TELEDOC FEES	871.50
AC & E	PORTABLE AT AIRPORT	78.00
AC & E	RECYCLE/JC PARK/OAK PARK	234.00
ANALYTICAL TECHNOLOGY, INC.	GAS GENERATOR/SENSOR	921.12
APPLIED INDUSTRIAL TECH.	WIRE SET SCREW	99.51
BADER & SONS CO.	TRACTOR	41,789.92
BELL TITLE COMPANY	OVERPAY WATER 1091 BOLTON FARM	26.12
BIG L CORP	CEMENT	55.80
BLUE CROSS BLUE SHIELD	GR 007017086/DIV 0000-NOV 2015	8,952.78
BLUE CROSS BLUE SHIELD	GR 007017086/DIV 0001-NOV 2015	12,201.29
BLUE CROSS BLUE SHIELD	GR 007017086/DIV 0002-NOV 2015	1,842.29
BLUE CROSS BLUE SHIELD	GR 007017086/DIV 0003-NOV 2015	7,434.93
BRADFORD PRINTING, INC.	NIXLE PROMO CARDS	424.36
BS & A SOFTWARE	CEMETERY MANAGEMENT	2,015.00
CAPITOL COMMUNICATIONS	FAX TO REG PHONE AT DPS	115.00
CAPITOL COMMUNICATIONS	PORT TWO NUMBERS	115.00
CHAD ROSS	GYM DEPOSIT	100.00
CHRISTOPHER EWING	GAZEBO DEPOSIT	100.00
CHROUCH COMMUNICATIONS, INC.	BATT IMP STD	324.00
CITY OF GRAND LEDGE-WATER	CITY HALL - 17010700-01	109.65
CITY OF GRAND LEDGE-WATER	SCOUT BLDG - 01000900-00	49.04
CITY OF GRAND LEDGE-WATER	137 FITZGERALD PK DR	51.23
CITY OF GRAND LEDGE-WATER	ORCHARD - 14031100-00	10.21
CITY OF GRAND LEDGE-WATER	ISLAND SPRINKLER-08000600-00	146.35
COMCAST	ACCT #904814885	246.02
COMCAST CABLE	ACCT #01721 424920-01-7	287.90
COMCAST CABLE	ACCT #01721 426570-01-8	10.67
COMPASS MINERALS	SALT	6,007.53
COMPASS MINERALS	SALT	18,338.30
CRAIG ELECTRIC	PKG LOT & ALLEY LIGHT FIXTURES	351.00
CRAIG ELECTRIC	PHOTO EYE AT CITY HALL	185.00
CRAIG ELECTRIC	BUCKET TRUCK - ART PROJECT	300.00
CRAIG ELECTRIC	BUCKET TRUCK - LEDGES PLAYHOUS	450.00
CUMMINS BRIDGEWAY, LLC	SERVICE ON PUMP	318.23
EATON COUNTY TREASURER	LEDGEWAY INVESTMENT TRLR TAX	392.50
EATON COUNTY TREASURER	GRAND OAKS TRLR TAX	350.00
FASTENAL COMPANY	FASTENERS	174.59
FASTENAL COMPANY	FASTENERS	11.72
FIRST PLACE SPORTS INC	UNIFORM SHIRTS	45.00
GRAND LEDGE AUTO PARTS INC	INTAKE MANIFOLD	190.43
GRAND LEDGE AUTO PARTS INC	PLUG/BOOT	62.00
GRAND LEDGE AUTO PARTS INC	BRAKE ROTOR/PADS	146.31
GRAND LEDGE AUTO PARTS INC	MUFFLERS	202.34
GRAND LEDGE AUTO PARTS INC	BATTERY	109.81
GRAND LEDGE AUTO PARTS INC	WATER PUMP/PRESTONE DEXCOOL	76.53
GRAND LEDGE AUTO PARTS INC	BOOT/WIRE PLUG	126.96
GRAND LEDGE AUTO PARTS INC	CLAMPS	8.50
GRAND LEDGE AUTO PARTS INC	CHANNELLOCK	26.75
GRAND LEDGE AUTO PARTS INC	AIR FILTER/SMART STRAW	21.00
GRAND LEDGE AUTO PARTS INC	CONTROL ARM ASSY/BALL JOINT	432.42
GRANGER	310 GREENWOOD	70.00
GRANGER	525 E RIVER	60.30
GRANGER	109 FITZGERALD PK DR	62.59
GRANGER	13253 LAWSON RD	63.12
GRANGER	138 W RIVER	138.24
GRANGER	401 WHITNEY ST	82.35
IT RIGHT	MS OFFICE 2013	213.00
KEBS, INC.	DDA PARKING LOT SURVEY	2,750.00
LANCE MARGRIF	COMM ROOM DEPOSIT	100.00

vendor	description	amount
LANSING ICE AND FUEL	ACCT #1-081681	848.29
LANSING UNIFORM COMPANY	POLICE DEPT UNIFORM JACKETS	1,356.00
LANSING UNIFORM COMPANY	COLLAR BRASS	40.00
MENARDS - LANSING WEST	MAIL SLOT/DRILL BIT	36.06
MERITAIN HEALTH COMPANY	FLEX/DENTAL/COBRA - DEC 2015	190.50
MICHIGAN MUNICIPAL LEAGUE	FIN DIR/TREASURER AD	137.00
MICHIGAN MUNICIPAL LEAGUE	AD FOR SR UTILITIES OPER	35.80
MICHIGAN MUNICIPAL LEAGUE	AD FOR UTILITIES OPER	35.40
MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEES	910.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 11/13/15	1,715.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 11/09/15	3,235.00
MILLER'S REDI-MIX, INC.	CONCRETE - SCOTT ST	665.00
MILLER'S REDI-MIX, INC.	CONCRETE - SCOTT AND BRIDGE	175.00
MILLER'S REDI-MIX, INC.	CONCRETE - CHARLEVOIX DR	380.00
MYERS PLUMBING & HEATING	DRY TRAP - BOILER ROOM	96.00
MYERS PLUMBING & HEATING	GLYCOL FEED SYSTEM FILL	842.40
MYERS PLUMBING & HEATING	MOTOR BEARING REPAIR	646.87
MYERS PLUMBING & HEATING	FORTINO'S CANOPY DEMO	96.00
PARAGON LABORATORIES, INC.	MERCURY TESTING	195.00
PIONEER WELDING DESIGN, LLC	CHANGE MOUNTING POINT	141.00
PIONEER WELDING DESIGN, LLC	FABRICATE HITCH	292.66
QUILL CORPORATION	OFFICE SUPPLIES	457.02
SAWDON FENCE	FENCE REPAIR AT CEMETERY	2,450.55
SHELL FLEET PLUS	ACCT #065 270 068	1,391.68
SOLDAN'S FEEDS & PET SUPPLIES	DOG FOOD FOR K-9 UNIT	32.99
SPARROW HEALTH SYSTEM	PRE-EMPLOYMENT PHYS	134.50
SPARROW HEALTH SYSTEM	PHYSICAL	221.50
SPRINT	ACCT #925230661	4.54
STATE OF MICHIGAN	BOILER INSPECTION	250.00
T.H. EIFERT, INC.	BLOWER FILTERS	1,570.00
TAMMY FOSTER	GYM DEPOSIT	100.00
THRUN LAW FIRM, P.C.	704 W MAIN	764.40
THRUN LAW FIRM, P.C.	GENERAL	1,966.80
THRUN LAW FIRM, P.C.	PROSECUTIONS - OCT 2015	465.47
TIM COTE	CLEANING 11/09/15 TO 11/22/15	550.00
TRI TERRA	INSPECTION 603 E RIVER	650.00
TRI TERRA	INSPECTION 525 E RIVER	650.00
TROOP 70 BSA	GYM DEPOSIT	100.00
TRUE VALUE HARDWARE	FASTENERS/TOOLS	17.08
TRUE VALUE HARDWARE	FASTENERS	13.80
TRUE VALUE HARDWARE	GLOVES	54.98
TRUE VALUE HARDWARE	DEADLATCH	16.99
TRUE VALUE HARDWARE	FASTENERS	68.90
TRUE VALUE HARDWARE	DECK SCREWS/LAWN & GARDEN	32.28
TRUE VALUE HARDWARE	PRUNING SEAL	11.98
TRUE VALUE HARDWARE	TORX KEY SET	20.99
TRUE VALUE HARDWARE	FOIL/CLEANING SUPPLIES	14.46
TRUE VALUE HARDWARE	KEYS	11.34
USA BLUE BOOK	CORP STOP	299.53
USA BLUE BOOK	THREADED ROD	40.80
W W GRAINGER INC	UNIT HEATER	1,064.00
	total	**135,973.77**

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

CITY COUNCIL MINUTES – REGULAR MEETING
THURSDAY, 05 NOVEMBER 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.

I. ROLL CALL OF COUNCIL – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems
OTHERS PRESENT – Gregory Newman, City Clerk;

NO QUORUM PRESENT.

II. PLEDGE OF ALLEGIANCE

III. AUDIENCE PARTICIPATION

IX. ADJOURNMENT

GREGORY NEWMAN, CITY CLERK, ADJOURNED THE THURSDAY, 05 NOVEMBER 2015 REGULAR MEETING, AT 5:01 P.M.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

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

CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 09 NOVEMBER 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.

DRAFT

I. OATH OF OFFICE

Judge Harvey Hoffman, District Court 56A, administered the Oath of Office to Mayor Smith, and Council members Mulder, Bartholomew, and Sowle.

II. ELECTION OF MAYOR PRO-TEM

Council member Willems nominated Council member Mulder for Mayor Pro-Tem.

No other nominations.

COUNCIL MEMBER MULDER ELECTED MAYOR PRO-TEM, UNANIMOUSLY.

III. ROLL CALL OF COUNCIL

ROLL CALL OF COUNCIL – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems

OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Martin Underhill, Chief of Police; Susan Stachowiak, Zoning Administrator; Amee King, Assistant City Administrator; Chad Brunton, Street Supervisor;

IV. PLEDGE OF ALLEGIANCE

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

V. AUDIENCE PARTICIPATION

VI. APPROVAL OF CONSENT AGENDA

A. Motion (from staff) – To approve the Monday, 09 November 2015 City Council consent agenda, as follows:

i. Financial transactions and bills.

ii. Monday, 26 October 2015 regular City Council minutes.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO APPROVE THE MONDAY, 09 NOVEMBER 2015 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

VII. APPROVAL OF REGULAR AGENDA

A. Motion – To approve the Monday, 09 November 2015 regular City Council agenda.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO APPROVE THE MONDAY, 09 NOVEMBER 2015 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VIII. COMMITTEE AND BOARD REPORTS

IX. STAFF REPORTS

Administrator's Office

Adam Smith, City Administrator, reported on the successful closing on the purchase of 603 E. River St. for $225,000, mentioned the ninety-day timeframe to vacate the property and determine the use of remaining structures according to the Michigan Department of Natural Resources regulations, mentioned the Parks and Recreation Commission action to solicit proposals for a Five-Year Parks and Recreation Plan, reported on the completed water / sewer rate analysis and planned Council committee meetings to incorporate the study in the Annual Budget for the Fiscal Year Ending 30 June 2017, reported on the City Treasurer / Finance Director interview process, mentioned the Senior Utilities Operator job description, mentioned the 2016/2017 Downtown Development Authority Priorities report, mentioned the 06 December 2015 Committee of the Whole to develop a 2016/2017 City Priorities list, and mentioned the revenue/expenditure summary report to supplement the detailed report in the packet.

Amee King, Assistant City Administrator, reported on the newly hired Assistant to the City Administrator.

Clerk's Department

Gregory Newman, City Clerk, reported on the Freedom of Information Act request from the Guilford family, the Tuesday, 04 November 2014 Regular Election, and the proposed Korean War memorial in Oakwood Cemetery.

Finance Department - Revenue / Expenditure Report

Adam Smith, City Administrator, reported on the included financial reports.

Police Department

Martin Underhill, Chief of Police, reported on the delivery of the new patrol vehicle by the end of the month, reported on new full-time Police Officer Sean Read, mentioned Officer Jill Fewer is the new Youth Liaison Officer, and reported on recent K-9 unit activities.

Department of Public Services

Chad Brunton, Street Supervisor, reported on continuing education classes and winterization efforts in the Water Department, completed paving projects and continuing leaf pickup in the Street Department, and Parks and Recreation activities.

The City Council discussed the leaf pickup schedule.

Assessing Department

Adam Smith, City Administrator, reported on the 4.7% increase for 2015, reported on the Lowe's tax settlement case, and reported the City Assessor is assisting with Industrial Exemption Certificates.

DRAFT

Planning and Zoning Department

Susan Stachowiak, Zoning Administrator, reported on permit and violation activities, reported on a variance request for a replacement ground sign, reported on the Speedway site plan, reported on the Planning Commission work on the Zoning Ordinance and Master Plan, and mentioned the Planning Commission's work on its annual report and work plan.

Adam Smith, City Administrator, reported on the Zoning Administrator's on-site office hours at City Hall.

Building Department

Adam Smith, City Administrator, mentioned the building report included in the packet.

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

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

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. AUDIENCE PARTICIPATION

XIII. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Council member Roberts asked about the community Thanksgiving dinner.

Council member Willems congratulated the Grand Ledge High School Varsity football team.

Mayor Smith mentioned he will include information about the Community Thanksgiving Dinner is his newsletter, thanked the public for his re-election, and mentioned the new City Council nominating procedures.

XIV. CLOSED SESSION

XV. ADJOURNMENT

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADJOURN THE MONDAY, 09 NOVEMBER 2015, REGULAR CITY COUNCIL MEETING, AT 8:06 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

The City of Grand Ledge

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

City Hall • 310 Greenwood St. • Grand Ledge MI 48837

Ph: 517.627.2149 • Fax: 517.627.9796 • www.grand-ledge.com

To: City Council
From: City Council Human Resource Committee
Date: November 13, 2015
RE: Recommended Personnel Manual Revision & Monthly Vehicle Allowance

The City Council Human Resource Committee met on November 12, 2015 to discuss correlating city administrator merit incentives following his recent annual performance evaluation which overall exceeded expectations. The Human Resource Committee hereby recommends the following Personnel Manual Revision regarding vacation days and a monthly vehicle allowance of $500 consistent with industry standards and that of his predecessor ($487). Please note that the Personnel Manual Revision also covers the now filled management team position of Utility Supervisor.

Mayor Kalmin Smith

City of Grand Ledge Personnel Manual, Page 22 excerpt, 4.8 Vacation Days

Regular full-time employees are eligible to earn and use vacation time as described in this policy. The full-time ~~City Administrator,~~ City Clerk, City Treasurer/Finance Director, Police Chief, Director of Public Services, Assistant City Administrator, Utility Supervisor and Street Supervisor accrue forty (40) additional vacation hours per year; the City Administrator accrues eighty (80) additional vacation hours per year. The City encourages all employees to fully use vacation time. Vacation time accruals are limited to 2 times the annual allotment. When that allotment is reached accrual will stop until the total available time is once again less than that allotment. Employees will accrue vacation leave credits on a monthly basis as a proportionate share of the maximum annual accrual rates applicable to their years of service.

The amount of paid vacation time employees receive each year increases with the length of their employment as a regular full-time employee as shown in the following schedule.

Vacation Accrual Schedule

Years of Eligible Service	Vacation Accrual Rate
During the first year of uninterrupted employment through five (5) years of uninterrupted employment	100 hours
Commencing with the sixth (6) year of uninterrupted employment through ten (10) years of uninterrupted employment	120 hours
Commencing with the eleventh (11) year of uninterrupted employment through fifteen (15) years of uninterrupted employment	140 hours
Commencing with the sixteenth (16) year of uninterrupted employment and thereafter	160 hours

November 9, 2015

Christina R. Bartholomew
Council Member, Ward 2
218 East Front St.
Grand Ledge, MI 48837

Mayor Smith, Mr. Adam Smith & Grand Ledge Council members:

Effective November 9, 2015, I am formally tendering my resignation as Council Representative of Ward 2, Grand Ledge, MI. It is hard to believe it been more than seven years since my family which, at that time consisted of my husband, myself and four dogs moved to the city. We fell in love with the city from the moment we drove in and still love this city. Thanks to the brilliant minds of then City Attorney, Richard (Dick) Robinson and & Mayor Smith, issues that arose from having four dogs in the city limit were resolved amicably. After seeing the thought and support that went into assisting me & my family feel welcome in the city I felt the need to return that support to the city. I ran for council after the one year residency requirement and become a member of this illustrious team of professionals.

It has been an honor and privilege to serve with all of you on council, as well as Mr. A. Smith, Mr. Newman, Ms. King, Mr. Underhill, Mr. LeHaie, Ms. Stachowiak and Mr. Powers, only to name a few. I have learned a lot and very much so, enjoyed my time on council. Unfortunately, due to increased responsibilities in my personal career with the U.S. Department of Labor, Veterans' Employment and Training Service I feel my commitment level to this deserving city will not be to the standard the city rightfully deserves.

I would gladly welcome the opportunity to be a part of a committee or board if requested, as I still wish to the serve this wonderful city.

Thank you all for this rewarding part of my life.

Very respectfully,

Chris Bartholomew

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve and Authorize a Bid Award to A. McLean & Son Trucking for Demolition of Structures at 525 and 603 E. River St.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 23 November 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 demolition of structures at 525 and 603 E. River St. were sought and received by the City, and reviewed by staff; and

Whereas, it has been determined the bid be awarded to A. McLean & Son Trucking, in the amount of $15,950.00;

Now, Therefore, it Is Resolved:

1. The City awards the bid for demolition of structures at 525 and 603 E. River St., in the amount of $15,950.00, to A. McLean & Son Trucking.

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

_____

Gregory L. Newman, City Clerk

The City of Grand Ledge

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

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

To: City Council
From: Adam R. Smith, City Administrator
Date: November 19, 2015
RE: 603 E. River St. Existing Structure and MNRTF Compliance & Demolition Bid Award

On November 5, 2015, the City closed on the purchase of 603 East River Street, Grand Ledge ("Rounds") in conjunction with a Michigan Natural Resource Trust Fund (MNRTF) acquisition grant to expand Jaycee Park and improve the boat launch.

The State of Michigan Department of Natural Resources Acquisition Project Procedures and Project Agreement TF14-0161, requires the City to eliminate all uses of the property other than public outdoor recreation within 90 days of the acquisition (i.e. residences). A written request for an extension has been submitted to the DNR to extend this deadline.

Considering new construction and strategic location of State approved public recreation use structures would be more advantageous and financial feasible than the rehabilitation and maintenance costs of a residence built in 1952, the Parks and Recreation Commission unanimously recommends to City Council the demolition of the 603 E. River St. residence in compliance with DNR procedures for non-recreation uses and existing structures (10/22/15). Furthermore, the City Council Finance and Policy Committee has recommend demolition of the residence based on the same conclusions as the Parks and Recreation Commission. The detached garage structure would remain for a DNR approved maintenance and storage building for Jaycee Park (project site only; no general storage is allowed per DNR).

In October 2015, we solicited a Request for Proposals (RFP) for Structural Removal of both 603 E. River ("Rounds") St. and 525 E. River St ("Scout Building"). The RFP responses (2) provided only for demolition, no proposals were received to move, relocate, or salvage the structures. The low bid from A. McLean & Son Trucking in the amount of $15,950 includes demolition of both structures and foundations along with backfill and seed to existing grade. The E.T. MacKenzie Company bid was in the amount of $28,500. Every financially feasible effort would be made to salvage and sell structure components and fixtures prior to demolition.

Motion recommended to demolish residential structure at 603 E. River St. in compliance with State of Michigan Department of Natural Resources Acquisition Project Procedures and Project Agreement TF14-0161 and to award demolition of 603 and 525 East River Street structures to A. McLean & Son Trucking in the amount of $15,950.

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve a Proposal from Spicer Group to Develop a 2016–2020 Parks and Recreation Master Plan.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 23 November 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, proposals to develop a 2016–2020 Parks and Recreation Master Plan were sought and received by the City, and reviewed by staff; and

Whereas, it has been determined to approve the proposal from Spicer Group, in the amount of $8,500.00;

Now, Therefore, it Is Resolved:

1. The City approves the proposal to develop a 2016–2020 Parks and Recreation Master Plan, in the amount of $8,500.00, to Spicer Group, as attached.

2. The proposal 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 proposal on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said proposal 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 proposal.

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

_____

Gregory L. Newman, City Clerk

The City of Grand Ledge

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

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

To: City Council
From: Adam R. Smith, City Administrator
Date: November 20, 2015
RE: City of Grand Ledge 2016-2020 Parks and Recreation Master Plan

The City's "2011-2016" Five-Year Parks and Recreation Master Plan expires January 2016. Thus the City has solicited Request for Proposals (RFP) to develop a City of Grand Ledge 2016-2020 Parks and Recreation Master Plan in compliance with State of Michigan Department of Natural Resources and Michigan Natural Resources Trust Fund requirements.

The City of Grand Ledge utilizes the Parks and Recreation Master Plan to provide a road map for decisions to be made regarding the provision of parks, recreation lands, and other public space for the community. Development of the 2016-2020 Parks and Recreation Plan will retain the City's eligibility for future grant funding.

The City received five (5) RFP responses ranging from $7,000-$22,800 as outlined on the attached bid tabulation sheet. The Parks and Recreation Commission has unanimously recommended acceptance of the attached Spicer Group proposal in the amount of $8,500 and for the professional service costs to be allocated from the Parks and Recreation Fund balance. This recommendation was based on the firm's project understanding, experience, grant funding history, community reference checks, and ability to meet our limited project timeline.

Also please note the Parks and Recreation Commission proposed meeting schedule and deadlines associated with the project initiative. It is important to note the need to schedule a Special City Council Meeting on Monday February 29, 2016 for a State required public hearing and final approval of the 2016-2020 Parks and Recreation Master Plan prior to the State deadline of March 1, 2016.

Motion recommended to execute proposal to develop a City of Grand Ledge 2016-2020 Parks and Recreation Master Plan with Spicer Group in the amount of $8,500 and for those professional service costs to be allocated from the Parks and Recreation Fund balance.

The City of Grand Ledge

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Parks and Recreation Commission 2016-2020 Master Plan

Proposed Meeting Schedule and Deadlines

November 2015 – March 2016

Date	Meeting or Deadline	Purpose
Nov. 19, 2015	**P/R Special Meeting**	**Recommend consultant to City Council**
Nov. 23, 2015	City Council Meeting	Approve consultant for P/R Master Plan
Nov. 24, 2015	Notification of Contract Award	
Dec. 10, 2015	**P/R Regular Meeting**	**Meet with consultant on P/R Master Plan**
Dec. 17, 2015	**P/R Special Meeting**	**Meet with consultant on P/R Master Plan**
Jan. 7, 2016	**P/R Special Meeting**	**Meet with consultant on P/R Master Plan**
Jan. 14, 2016	**P/R Special Meeting**	**Meet with consultant on P/R Master Plan**
Jan. 22, 2016	START 30-Day Public Comment Period	Completed draft Master Plan available and required 30-day public comment period begins
Jan. 28, 2016	*CANCEL P/R Regular Meeting*	
Feb. 21, 2016	END 30-Day Public Comment Period	
Feb. 25, 2016	**P/R Regular Meeting**	**Recommend draft Master Plan to City Council**
Feb. 29, 2016	City Council Special Meeting	Final approval of Master Plan and public hearing
Mar. 1, 2016	Deadline to Submit Master Plan to MDNR	
Mar. 24, 2016	**P/R Regular Meeting**	
Apr. 1, 2016	Deadline to submit grant applications to MDNR	

The City of Grand Ledge

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REQUEST FOR COST PROPOSALS

Develop a City of Grand Ledge 2016-2020 Parks and Recreation Master Plan in Compliance with Michigan Natural Resources Trust Fund Requirements

GENERAL INFORMATION

This Request for Cost Proposal is to assist the City of Grand Ledge Parks and Recreation Commission and City Council in developing a five-year Parks and Recreation Master Plan for 2016-2020. The City of Grand Ledge utilizes the Parks and Recreation Master Plan to provide a road map for decisions to be made regarding the provision of parks, recreation lands, and other public space for the community. Developing a 2016-2020 Parks and Recreation Master Plan will keep the City in compliance with guidelines set forth by the Michigan Department of Natural Resources (DNR) including eligibility for future grant funding.

Per the requirements set forth by the DNR, the completed plan must include the sections listed below. Additional information can be found on DNR's website, www.michigan.gov/dnr.

- Community Description
- Administrative Structure
- Inventory of Existing Parks, Natural Areas, and Recreation Facilities
- Resource Inventory
- Description of the Planning and Public Input Process
- Goals and Objectives
- Action Program

A link to the 2011 City of Grand Ledge Parks and Recreation Master Plan can be found on the City of Grand Ledge website, www.grand-ledge.com, under Government, Parks and Recreation.

TIMELINE

Issue Date:	November 4, 2015
Proposals Due:	**By 5:00pm, November 17, 2015**
City Council Award Consideration:	November 23, 2015

Inquiries to: Jodie Willobee, Assistant to the City Administrator
City of Grand Ledge
517-627-2149 Ext. 117
jwillobee@grand-ledge.com

Responses to this request must include a maximum professional fee amount inclusive of all fees and expenses. Proposals must be identified as *Request for Cost Proposal: City of Grand Ledge 2016-2020 Parks and Recreation Master Plan* and directed to Adam Smith, City Administrator. Proposals may be submitted electronically to asmith@grand-ledge.com or delivered to the City of Grand Ledge located at 310 Greenwood Street, Grand Ledge, Michigan 48837, before 5:00pm, November 17, 2015. Please ensure the document is easy to copy in an 8.5 x 11 format. Proposers are solely responsible for ensuring that proposals arrive on time.

The City of Grand Ledge reserves the right to accept any Proposal, to reject any or all Proposals, or to waive formalities in the best interest of the City.

The City of Grand Ledge

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Bid Tabulation Sheet

Development of a City of Grand Ledge 2016-2020 Parks and Recreation Master Plan

Date of Bid Release: November 4, 2015

Bid Due Date: November 17, 2015 @ 5:00 PM

P/R Commission Advisement: November 19, 2015

City Council Award Consideration: November 23, 2015

Bids Received:

Company Name	Date Received	Total Bid Amount
Viridis Design Group	11/16/15 @ 3:35 PM	$7,000
Spicer Group	11/17/15 @ 11:15 AM	$8,500
Mannik Smith Group	11/17/15 @ 1:42 PM	$20,900
DLZ	11/17/15 @ 2:05 PM	$22,800
Wade Trim	11/17/15 @ 11:35 AM	$7,400

Proposal to Develop A City of Grand Ledge 2016-2020 Parks and Recreation Master Plan

Submitted By:

Spicer group

November 17, 2015

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Primary Contact
Robert R. Eggers, AICP, Principal
robe@spicergroup.com
989-754-4717

Company Background

Stronger.

Almost all successful projects can be attributed to strong project management. Our project managers understand that successful management of projects is a result of having a strong team that remains in constant communication with all stakeholders including the client, contractors, permitting officials and the community.

Safer.

We continually update our safety training, integrate safety into our designs, and actively practice key safety measures out in the field. Spicer Group's Landscape Architect is a also a Certified Playground Safety Inspector (CPSI) and has over 20 years of municipal parks management experience and inspection.

Smarter.

Seven decades of service has helped us grow into a smarter firm. We look for creative solutions to difficult problems. We think outside the box. We realize that the smartest solution is an honest solution. Honesty and trust are key ingredients in all of our client relationships. We believe that remaining up front with our clients is one of the main reasons they keep coming back.

Spicer Group is a full-service consulting firm providing engineering, surveying and planning services to clients throughout Michigan. Since 1944, Spicer Group has grown from a one-man operation to a firm with more than 170 employees. We have offices in St. Johns, Holt, Grand Rapids, Manistee, Dundee, Atlanta, Georgia, and our headquarters is located in downtown Saginaw. Our qualified staff provides assistance to municipal, county, state, federal, private, industrial, commercial and institutional clients.

Spicer Group is incorporated in the State of Michigan and provides a wide range of services to meet our clients' needs, that include:

- **Recreation Planning**
- **Park Design**
- **Pathway and Trail Design**
- Community Planning
- DDA Assistance
- Architectural Services
- Landscape Architectural Services
- Grant Writing/Fund Development
- Urban Design
- Web Site Development
- GIS/Data Management
- Mapping Services
- Construction Engineering
- Electrical Engineering
- Environmental Engineering
- Structural Engineering
- Survey Services
- Transportation Engineering
- Utility Services
- Water/Wastewater Engineering
- Watershed Management

Company Qualifications

Spicer Group has put together an exceptional team of experienced professionals that will excel at providing planning consulting services to help the City of Grand Ledge accomplish its goals. Our team has more than three decades worth of combined planning experience and because of our success in the past with developing Parks and Recreation Master Plans for other municipalities, we are exceptionally qualified to work with the City of Grand Ledge. **We have presented numerous times for the Michigan Parks and Recreation Association, garnered millions of dollars in grant funding for park projects and worked on hundreds of miles of multi-use pathways throughout the state.** For the City of Grand Ledge's project, Robert R. Eggers, AICP, will be responsible for managing and supervising the tasks and relationships with City staff.

Robert R. Eggers, AICP – Principal in Charge

As a senior planner and head of the planning department, Mr. Eggers has over 20 years of experience managing projects ranging from recreation planning, park design, master planning, grant funding assistance, zoning ordinances, DDA plans, streetscapes, site plan reviews and amendments, and housing studies. Mr. Eggers assists a number of municipal, township, and county clients. He has presented at MRPA numerous times, has participated in national presentations, has received three National Awards from the American Planning Association for Outstanding Rural Planning, a MRPA Award for Landscape Design for the Saginaw Valley Rail Trail, and has received recognition from the HUD for Design Excellence. Mr. Eggers has extensive experience in park and trail design, gathering community input and working with diversified groups of people. He is certified with MDOT for Access Management and has managed numerous recreation plans and resulting grants totaling over $15 million. Mr. Eggers has successfully managed over 60 recreation plan projects.

Alan R. Bean, AICP – Project Planner

Mr. Bean is a project planner with Spicer Group and provides parks and recreation planning services to communities throughout Michigan. His enthusiasm for the outdoors and respect for nature is an essential part of his work. Since receiving his undergraduate degree in natural resources and Master's of Urban Planning from the University of Michigan, he has been committed to creating opportunities that bring people closer to the natural world. He works closely with clients to develop plans that meet the DNR's guidelines for Park and Recreation Plans. He helps clients understand the desires of citizens to establish broad-based support for proposed initiatives. His expertise also includes the creation of digital renderings and concept plans that can help facilitate visualization and public discussion of complex issues. He is a clear writer, always giving thoughtful consideration of proposed initiatives or projects as they pertain to local funding and the availability of grants. When conducting meetings, such as presentations with local recreation committees, he is concise yet ready to discuss any issue in detail.

Tanya M. Moore, ASLA - Landscape Architect

Ms. Moore has more than 20 years of experience providing planning and landscape architectural services to various agencies throughout Michigan. She previously worked as a Planner, Landscape Architect and Project Manager on numerous park improvements, sports fields, trails, master plans grant writing and administration, construction services, site planning and design playground safety and regular community contact. She is a certified playground safety inspector and is also experienced with recreation plans and grants. Her experience has also included large open space development and preservation, small formal gardens, pedestrian and vehicular transportation, historical preservation and rehabilitation, sustainable design, all with a careful consideration for the existing landscape. Wise stewardship of the land and an area's physical assets are important to promote, all while creating high quality creative solutions in support of the community's mission. Ms. Moore has the ability to transition a client's vision into reality.

Similar Project Experience

In recent years, Spicer Group has completed many Michigan Department of Natural Resources (MDNR) approved community recreation plans. Plans have been completed for villages, cities, counties, townships, and combinations thereof including numerous joint plans for areas and regions. We have included a list of several of our clients that we have completed recent Recreation Plans for.

- City of Dearborn
- Clinton Township
- Ypsilanti Township
- Bridgeport Charter Township
- City of Frankenmuth
- City of Coleman
- City of DeWitt
- DeWitt Township
- Kochville Township
- City of St. Louis
- City of Saginaw
- Frankenlust Township
- Village of Merrill
- Saginaw Charter Township
- Buena Vista Township
- Vassar Township
- Tuscola Township
- Saginaw County
- Bay County
- Huron County
- Midland County
- City of Midland
- Montcalm County
- Village of Oakley
- Richland Township
- Merritt Township
- Monitor Charter Township
- City of Pinconning
- City of Coldwater
- City of Sandusky
- Portsmouth Charter Township
- Village of Sebewaing
- Village of St. Charles
- Swan Creek Township
- Village of Unionville
- Gratiot County
- City of Vassar
- City of Marlette
- Howell Township
- Mason County
- Manistee County
- Thomas Township
- Mt. Morris Township
- Clinton Township
- City of Auburn
- Bangor Charter Township

Similar Project Experience

Thomas Twp. Roberts Park

We worked with the Recreation Committee and citizens to develop this long-term vision. As a result, we helped the Township to successfully complete two grants that funded construction of improvements in 2011-2012.

Midland Central Park

Spicer Group worked with the City of Midland and sought extensive community input to develop two conceptual park layouts.

Midland County River Trails Heritage Park

We worked with the Midland Co. Parks and Recreation Commission to produce a concept for grant-eligible developments at the 6,000-acre property bordered by the Tobacco and Tittabawassee Rivers.

St. Johns Memorial Park

We worked with the St. Johns DDA to develop a Concept Plan to be used for potential streetscape improvements including landscaping, signage, and new connections to the City's Memorial Park and the Rail Trail which transects the City.

Midland Overlook Park

We worked with the Midland Area Community Foundation to develop concept drawings that were used to spark park improvements including a trail with a walking loop, new benches and tables, and new landscaping.

St. Louis Velsicol Park

We worked with the City of St. Louis to propose a concept for the redevelopment of the Velsicol Chemical Corporation superfund site. The plan incorporates recreational amenities that are community-oriented.

City of Dearborn Recreation Master Plans: 2005–2010 & 2010–2015 & Grants

Spicer Group was hired in 2005 and again in 2010 by the City of Dearborn to develop a Recreation Master Plan that would help the City focus on aiding the Recreation Department in identifying the growing recreational and cultural needs within the community. As part of these plans, Spicer Group met with school administrators, community recreation providers and recreation stakeholders one-on-one and looked at different ways to implement cost sharing and recreation amenities sharing.

The Plans highlighted the outdoor recreation opportunities while building on the community's rich and diverse cultures. The plan assisted Dearborn in identifying long-range goals and needs, and at the same time helped to qualify the community for Michigan Department of Natural Resources Trust Fund Grants.

In 2012, Spicer Group assisted the City of Dearborn with a grant for $350,000 for improvements to Camp Dearborn. The grant was successful and work was completed this year. In 2013, Spicer group also assisted the City of Dearborn with a Trust Fund Grant and an MDOT Grant for the Rouge River trail extension. **Both grants were funded.**

City of Midland Recreation Planning

In 2010, Spicer Group worked with the City of Midland to provide an update to the City's Parks and Recreation Master Plan. After a kickoff meeting, a community input open house was held at the City Hall. An online survey and project website were made available to the community, which attracted 1,500 hits and 19 individual comments. Goals, objectives and action items were then developed and shared with the Parks and Recreation Commission.

In total, the Plan produced 38 specific action items. These included providing quality recreation, developing non-motorized pathway linkages, taking advantage of Midland's water resources for recreational purposes, future barrier free improvements, and broadening community awareness of Midland's recreational opportunities. The City completed and adopted its Plan in 2010. Spicer Group also assisted in the writing and preparation of Midland's 2004 Parks and Recreation Master Plan. The City has successfully used the 2004 and 2010 Parks and Recreation Master Plans to seek and obtain grant funding for parks improvements from various foundations and local funding sources including the Rollin M. Gerstacker, Charles J. Strosacker, Herbert H. and Grace A. Dow, and Midland Community Foundations. Recent projects include the installation of the Great Lakes Bay Region BMX track at Stratford Woods Park and repairs to the City's tennis courts in Central Park.

Bay County Recreation Planning & Grant Success

Spicer Group has outstanding experience in facilitating, assembling, and writing MDNR-approved 5-year Area Recreation Plans and recently helped to complete a draft of an update to the 2009 Recreation Plan for Bay County.

This plan incorporates the goals, objectives, and action items of Bay County along with those of 15 municipalities within the County - including two cities and 13 townships. This is a collaborative effort which allows the County to pursue goals for county-wide parks and recreational facilities while allowing townships and cities within the County to pursue goals for more local facilities. Our previous work in facilitating the 2009 Recreation Plan with Bay County alone has helped to open nine grants in Bay County during the past five years to help fund projects totaling over $2.7 million dollars, including three grants to begin in 2014 to assist with projects totaling $351,500.

Bay County was not the only municipality Spicer Group has assisted with their Recreation and Master Plans, but we helped those communities obtain millions of dollars in grant funding to make those plans a reality. In 2013 alone, our Planning Department helped communities across Michigan secure more than $4.4 million in grant funding for recreation projects. In the last three years, that total has exceeded $7.3 million.

City of St. Louis Recreation Plan

In December 2011, Spicer Group began the process of completing a fully integrated Recreation Plan with the City of St. Louis. This plan was a combined Recreation Plan for the City and the School District. In its continuing effort to provide quality recreational opportunities for its citizens, the City of St. Louis sought to develop this Recreation Plan as a tool to guide the development of community parks and recreation over the next five years. During this process, Spicer Group also completed concept plans for the City's Pathway, Waterfront, the Velsicol site, Leppien Park and Barnum Park. The consultant worked with the Parks and Recreation Commission through the course of the project. Community input was collected via an online survey conducted in late summer-early fall of 2012. Goals, objectives, and an action plan were written to respond to the unique needs and desires of the St. Louis community. After further opportunities for public review the plan was adopted in January 2013.

Great things came as a result of this recreation planning effort. **In 2013, the City of St. Louis was awarded a $161,000 DNR Trust Fund Grant for park improvements at Leppien Park.** This site is a community park, used as a host site for the City's annual fishing derby. The proposed design is composed of universally-accessible developments including a large pavilion, replacing a deteriorated boat launch and dock to improve boating access to the Pine River, and rock slabs along the river bank to improve fishing access and stabilizing the river bank. Design efforts are currently underway to bring the concept drawn into the City's parks and recreation master plan to life.

City of Mount Pleasant Master Plan

In 2012, the City of Mount Pleasant sought to craft an update to its 2006 Master Plan with the assistance of Spicer Group. Specific portions of that document were in need of updating, including 2010 Census data about the City's population, strategies for addressing the economic development and the long-term redevelopment of Mission Street, priorities for City neighborhoods, priorities for the Downtown area, a plan for the future use for the Mt. Pleasant Center property, incorporation of key portions the Greater Mt. Pleasant Non-Motorized Transportation Plan, a list of future zoning ordinance amendments, and an overall implementation plan for specific tasks to be completed over the next five years and beyond.

The revised Master Plan incorporates community input from a few key sources, including a public input open house held in April 2013 and an online survey which was launched at the time of the open house which received over 500 responses. The draft of the Plan was then shared with the City's Planning Commission and finalized. In March 2014, the City Commission approved the draft of the Plan, which was then made available for public review and comment. The Plan is scheduled for adoption in mid-to late-2014. More information about the draft Plan can be viewed at http://www.mt-pleasant.org/our_city/city_master_plan.

The City of Mt. Pleasant has also recently hired Spicer Group to assist them with their Recreation Plan.

Client References

John Schmude, Parks & Recreation Director
Midland County
Phone: (989) 832-6874

Greg Orner, Director of Parks & Recreation
City of Dearborn
Phone: (313) 943-2804
E-mail : gorner@ci.dearborn.mi.us

Rick Pabalis, Superintendent of Buildings and Grounds
Bay County
Phone: (989) 895-7626

Spicer Group Planners facilitating a public input meeting in Clinton Township.

Project Approach

Spicer Group has outstanding experience in facilitating, assembling, and writing DNR-approved 5-year recreation plans. The success of our projects is in many ways a tribute to our project approach. In 2013 alone, our Planning department helped communities across Michigan secure more than $4.4 million in grant funding for recreation projects and $7.3 million in the last three years as a result of recreation plans we've helped communities complete. The outcome of our community planning process will be a Recreation Master Plan that will guide future park and recreation-related decisions and actions to be carried out by the City of Grand Ledge.

In addition to delivering a high-quality plan that staff and the City can use for the next five years, we promise to accomplish the following objectives:

- The recreation planning process will promote the public interest in parks and recreation while maximizing community engagement with the plan. We use effective techniques to attract extensive and meaningful input from residents.
- Your plan will envision the best use of limited resources. We will work with the City to prescribe useful and actionable goals that can be connected to future grant funding opportunities.
- A unified, long-term vision for your parks and recreational facilities will be the cornerstone of Grand Ledge's Parks and Recreation Master Plan. We will ensure that strong connections are made with City staff and the community through our unique public engagement techniques and strong and consistent communications in order to ensure needs and desires are appropriately met.
- We promise to deliver exceptional quality and service from personnel that know the City of Grand Ledge and its parks. With our knowledge of the area, our work plan specifically targets Grand Ledge's needs and provides value-added management of the community engagement process while ensuring the overall recreation planning process exceeds the DNR's minimum requirements.

Proposed Work Plan

We look forward to working with the City of Grand Ledge to develop an effective and useful Parks and Recreation Master Plan. We propose the following scope of work to accomplish this goal. We plan to meet with the Parks and Recreation Committee a total of four times throughout the planning process. We also anticipate a number of meetings with the City Manager and other City staff. The end result of this Plan will be a document with targeted improvements that are achievable, complement existing City initiatives and the Capital Improvements Plan, and respond to the needs and desires of the community. Our services for this project are defined as follows:

Task 1: Meeting, Gather Background Information, and Plan Public Participation
This task consists of gathering all existing information, a kick-off meeting with the Parks and Recreation Committee, and a discussion about the public participation process. Prior to the first meeting, Spicer Group will receive and gather key community information from the City such as demographic and economic characteristics and physical attributes into the draft. This information may include:

- **The City Capital Improvements Plan**
- Other relevant reports and plans from the Grand Ledge area, such as the existing parks maps
- Census-based information about demographic trends and economic characteristics, and
- Information about physical features of Grand Ledge.

With this background information gathered, we will hold Meeting #1 with the Parks and Recreation Committee to kick off the project and review the work plan, timeline, and details of the planning process. At this meeting, we will discuss key information for understanding the City's parks and recreation administrative structure, its parks and recreational facilities, and its natural resources. We will review public and private programs and facilities available either in the community or the general region. We will also gather any information Parks and Recreation Committee and city staff feel is pertinent to the resource inventory, including any unique wetlands, woodlands, wildlife habitat, greenway corridors, or floodplains in the area. This feedback will complement the more detailed information we will begin seeking after the kickoff meeting in order to begin writing the draft of the Plan. This process is described in more detail under **Task 2.** Also at this meeting, we will discuss forms of public engagement and start to plan them.

The MDNR requirements state that public input needs to be solicited by at least two means, with the first taking place before or during the preparation of the plan and the second being a required public hearing before the Parks

and Recreation Committee prior to official adoption. We believe that in order for a plan to truly be effective, it needs to be based on broad and inclusive public participation. Spicer proposes one online community input survey as well as assistance in promoting the Plan through social media, in addition to the required Public Hearing.

We will begin to discuss the format and draft questions for the online survey. The online survey can be expected to address a wide range of issues such as frequency of use at different facilities, reasons for park and recreational facility visitation, suggestions for improving accessibility at the parks, and open-ended insights for overall park improvement. Spicer Group proposes the use of social media as the most efficient means for launching the online survey for the general population. We will also work with staff to develop a press release that details the exact web address (URL) that people can go to take the survey. The web address can also be prominently displayed on the City's official website. The online survey can be promoted to different groups through targeted e-mail blasts. We rely on each group's representative to ensure the survey web address is e-mailed to their constituents. Check out these recent surveys we have developed:

- City of Vassar: www.vassarsurvey.com
- City of St. Louis: www.surveymonkey.com/s/YJ2XBXS
- Davison Area: www.surveymonkey.com/s/YJRDCXD

Task 2 – Begin Writing and Reviewing Recreation Master Plan, Meeting, and Publicize Community Input

Following the first meeting, Spicer will begin developing the draft of the plan document. Over the weeks following the kickoff meeting, we will anticipate receiving certain information from City staff pertaining to the Administrative Structure and Recreation Inventory sections. This will include items such as the organizational chart for the administration of parks and recreation, a description of funding sources for the parks and recreation budget, and a listing of all parks and recreation areas and facilities. We will also gather some key information pertinent to the Recreation and Resource Inventory sections. This information will include:

- A map illustration for the location of each park.
- An accessibility assessment for each park and recreation facility to people with disabilities.
- A status report for any DNR grant-assisted projects. (We will reach out to the DNR for this information).
- A map and description of natural features, including, but not limited to, wetlands, woodlands, wildlife habitat, greenway corridors, and/or floodplains. We will anticipate the cooperation of Grand Ledge staff to assist us in gathering existing digital geographic and aerial information from in-house sources where possible.

We will begin integrating these components into the Plan along with the previously received information regarding the background demographics, economic conditions and physical

characteristics of the City. Our analysis will include a detailed look at existing recreational opportunities compared to sources such as U.S. Census data from 2010 (population, age, household composition, disability status, income, etc.), recreation standards, barrier-free standards, and current trends. We will also integrate the various components of the City's administrative structure information into the Plan.

During this task, we will meet for a second time with the Parks and Recreation Committee and City staff to finalize the questions to the community input survey. In addition, we will discuss the survey launch techniques and develop effective methods for publicizing the opportunity for residents to complete the general input survey.

Task 3 – Facilitate and Publicize Community Input

Spicer Group and the City will work to fully promote and launch the survey at this time. Spicer will first help the City to administer a formal press release in the local newspaper. During this time, the survey may also be promoted via a few tools we've found to be very useful in the past:

- A link on the City's website
- Newsletter inserts
- Postcards with QR codes linked to the survey for digital devices
- A link and announcements on the City's Facebook page

We will work with you to determine the optimal timeframe for the survey to be open to the public. Once the online input surveys have been closed out, Spicer Group will tally and analyze the results so they can be presented to the Parks and Recreation Committee at the next meeting.

During this time, Facebook and the City's website can also be used to share what has been accomplished to date and highlight Grand Ledge's characteristics, natural features, parks, and recreation facilities. Links to these pages can share maps, charts and infographics depicting information akin to what is made available at a potential public meeting. The Spicer planners will assist the City in documenting all input shared through these digital means.

Task 4 – Meeting, Review of Community Input, Recreation Goal Setting

With solid and meaningful public input, we will meet with the Parks and Recreation Committee for a third time to review all comments from the online survey. The goal of this meeting is to determine a foundation of public sentiment in terms of the general type of recreational development and improvement the City of Grand Ledge would like to see and to compare those desires and needs to national and regional trends in recreation. This foundation will help us draft a set of goals and objectives for the future of parks and recreation in the City of Grand Ledge. While much of the discussion will center on existing park land and facilities, we will also need to consider any future parks and facilities.

Following this meeting, Spicer will refine the goals and objectives based on the public input and discussion with Grand Ledge staff. This section of the plan includes a set of local standards and recommendations for parks, open space, trail and recreation facilities, programs, and services. Overall, our experience has shown us that six factors help shape how community recreation needs are met. These factors will form the foundation for the action items in the plan:

1. Demonstrated needs in the community,
2. Recreation standards, as recommended by the MDNR,
3. Input from the community,
4. Identification of trends, with annual data from sporting goods manufacturers,
5. An ever-changing population, with special attention to the needs of Senior Citizens and people with disabilities, and
6. Local resources and budgets to achieve recreational goals and priorities.

As a final item for regular Meeting #3, Spicer will also discuss the process for developing the action program and how best to incorporate departmental expectations, community needs, and standards of excellence. We will also discuss any fiscal concerns the Parks and Recreation Committee may have and begin considering strategies to ensure the long-term viability of the Committee.

Task 5 –Prioritizing Goals and Determine Action Items

Starting with the broad list of goals developed at the previous meeting, Spicer Group will work with the Parks and Recreation Committee to discuss specific action items. This section will be part of the

Action Program and will serve as the blueprint for providing broad-based recreation opportunities in Grand Ledge.

Together, with the inventory, public participation, goals, and objectives, Spicer will develop a draft Action Program for the City of Grand Ledge. The Action Program will provide recommendations for the development and maintenance of existing parks, recreation facilities, non-motorized trails, and open spaces. Oftentimes, this is where Spicer works best for communities. **Spicer has tremendous success in getting grants for communities.** Spicer Group will work with the Parks and Recreation Committee and the City Manager to finalize the action program prior to completing the draft of the Plan.

Task 6 – Completion of Draft Recreation Master Plan

Spicer Group will complete the draft of the City of Grand Ledge Parks and Recreation Master Plan. This draft will be presented in the MDNR format described in Guidelines for the Development of Community Park, Recreation, Open Space, and Greenway Plans. It will include full-color maps, graphs, and charts to support the plan narrative.

Task 7 – Administer the 30-day review period

During this task, prior to the required public hearing, Spicer Group will facilitate the mandatory 30-day review period. Spicer will provide the City of Grand Ledge with three (3) copies of the draft plan to be used for distribution and review. The draft recreation plan will also be provided to the City on CD-ROM for printing additional copies, or portions thereof, on demand. Additionally, Spicer Group can draft a sample resolution for adoption to be used by Grand Ledge officials.

Task 8 – Presentation of Recreation Master Plan at Public Hearing & Adoption

Spicer Group will present the plan to the Parks and Recreation Committee and the public. After the presentation and public hearing, the Parks and Recreation Committee and the City Commission can adopt the plan, which is a requirement for certification by the MDNR.

Task 9 – Prepare Final Documents

Comments from the public hearing will be taken into consideration as the draft of the Recreation Master Plan is finalized. As required, one final copy each will be submitted to the MDNR. We will provide the City of Grand Ledge with three (3) bound color copies of the final recreation plan and one (1) CD-ROM copy in PDF format to allow the City to print additional copies and post the entire plan on its website.

Proposed Budget and Preferred Payment Schedule

We propose to provide our professional services and work with you to develop a useful Recreation Master Plan document as described above for a total cost of **$8,500**.

Summary of Proposed Plan Components

All Plan components required by the *Guidelines for the Development of Community Park, Recreation, Open Space and Greenway Plans*, issued by the Michigan Department of Natural Resources - Grants Management, including:

- Community Description
- Administrative Structure
- Recreation Inventory
- Resource Inventory
- Description of the Planning and Public Input Process
    - Includes facilitating one online community input survey, assisting with social media interaction and promotion, and coordinating input from the Parks and Recreation Committee as part of this process
- Goals and Objectives
- Action Program

Certifications

For the duration of the contract, Spicer Group certifies that all licenses required by the State of Michigan will be maintained; all required insurances will be maintained; a project manager will be assigned and the project will be completed in accordance within the proposed time frame unless mutually agreed upon otherwise.

Robert R. Eggers, AICP, Principal
robe@spicergroup.com
989-754-4717

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve a Stormwater, Asset Management, and Wastewater Grant Agreement with the Michigan Department of Environmental Quality and the Michigan Finance Authority.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 23 November 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 Michigan Department of Environmental Quality and the Michigan Finance Authority have provided an agreement to provide assistance to the City of Grand Ledge for design engineering and a Wastewater Asset Management Plan;

Now, Therefore, it Is Resolved:

1. The City approves a Stormwater, Asset Management, and Wastewater Grant Agreement with the Michigan Department of Environmental Quality and the Michigan Finance Authority, as attached.

2. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 23 November 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

_____

Gregory L. Newman, City Clerk

DEQ

Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW)
GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of November 24, 2015, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the **City of Grand Ledge,** *County of* **Eaton** ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Larry LaHaie, PW Director
Name/Title of Authorized Representative
310 Greenwood St.
Address
Grand Ledge, MI 48837
Address
517-627-2144
Telephone number

GRANT INFORMATION:

Project Name: Design Engineering & WW Asset Mgt Plan

Project #: 1614-01

Amount of Grant: $ 675,000

Amount of Match $ 75,000

Project $ 750,000 (grant plus match)

Start Date: 1/1/2013 **End Date:** 10/1/2018

DEQ REPRESENTATIVE:

Sonya T. Butler, Chief
Name/Title
525 West Allegan St., PO Box 30473
Address
Lansing, MI 48909-7973
Address
(517) 373-2161
Telephone number
Butlers2@michigan.gov
E-mail address

AUTHORITY REPRESENTATIVE:

Mary G. Martin, Executive Director, MFA
Name/Title
430 W. Allegan St., Austin Building
Address
Lansing, MI 48922
Address
(517) 335-0994
Telephone number
treas_bondfinance@michigan.gov
E-mail

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Larry Lafain
Signature of Grantee

November 24, 2015
Date

Public Service Director
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

November 24, 2015
Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

November 24, 2015
Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D)The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of

the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the

Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

> "(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.
>
> (b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant receipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted

government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Project No. 1614-01

SAW Grant Program

Exhibit A

Grantee: City of Grand Ledge

Project Name: Design Engineering and Wastewater Asset Management Plan

DEQ Approved Grant Amount: $675,000 (Six Hundred Seventy-five Thousand Dollars)

Time Period for Eligible Costs: Start Date January 2013

End Date October 2018

Description of Approved Project Scope:

Reimbursement of design engineering costs (2014 sewer separation); preparation/completion of a wastewater asset management plan.

DEQ Approved Project Costs	
1. Project Planning Costs	$0
2. Design Engineering Costs	$27,000
3. User Charge System Development Costs	$0
4. Wastewater Asset Management Plan Costs	$723,000
5. Stormwater Asset Management Plan Costs	$0
6. Stormwater Management Plan Costs	$0
7. Innovative Wastewater and Stormwater Technology Costs	$0
8. Disadvantaged Community Construction Costs	$0
9. Eligible Cost Subtotal	$750,000
~~10. LESS Local Match *(if applicable)*~~	~~$75,000~~
11. Requested SAW Grant Amount (Line 9 minus Line 10)	$675,000

#76 of 2013

City of Grand Ledge
County of Eaton

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Grand Ledge, County of Eaton, State of Michigan, (the "Municipality") held on Monday, November 25, 2013.

PRESENT: Members: Lantz, Mulder, Roberts, Smith, Sowle, Willems

ABSENT: Members: Bartholomew

Member Mulder offered and moved the adoption of the following resolution, seconded by Member Roberts.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to ***(select one or more)***

☒ establish an asset management plan, ☐ establish a stormwater management plan, ☐ establish a plan for wastewater/stormwater, ☒ establish a design of wastewater/stormwater, ☐ pursue innovative technology, or ☐ initiate construction activities (up to $500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed $750,000.00 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Service Director (*title of the desginee's position*), a position currently held by Larry LaHaie (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members: Lantz, Mulder, Roberts, Smith, Sowle, Willems

NAYS: Members: none

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grand Ledge, County of Eaton, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name Gregory L. Newman
City of Grand Ledge, Clerk
City of Grand Ledge County of Eaton

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Grand Ledge City Council Resolution #____ of 2015

A Resolution to Approve and Authorize a Bid Award to _____ for Department of Public Service Garage Roof Replacement.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 23 November 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 Department of Public Service garage roof replacement were sought and received by the City, and reviewed by staff; and

Whereas, it has been determined the bid for Department of Public Service garage roof replacement be awarded to _____, in the amount of _____;

Now, Therefore, it Is Resolved:

1. The City awards the bid for Department of Public Service garage roof replacement to _____, in the amount of _____.

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

_____

Gregory L. Newman, City Clerk