



Grand Ledge City Council

**REGULAR MEETING AGENDA
MONDAY, 14 MARCH 2016
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 Rick Lantz, Jamie Malecki, 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, 14 March 2016 City Council consent agenda, as follows:
 - i. Financial transactions and bills (including Eaton County bond payments).
 - ii. Monday, 22 January 2016 regular City Council minutes.
 - iii. Introduce blanket Abrams Municipal Airport T-hangar lease.
 - iv. Professional Services Agreement with HydroCorp, Inc., for the Administration of a Cross Connection Control Program.

- V. **APPROVAL OF REGULAR AGENDA** – The City Council may remove any item from or add any item to the regular agenda.
 - A. **Motion** – To approve the Monday, 14 March 2016 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.

Administrator's Office

Clerk's Department

Finance Department – Revenue / Expenditure Report

Police Department

Department of Public Services

Assessing Department

Planning and Zoning Department

Building Department

- A. Motion** – To receive and place on file the February 2016 staff reports.

- 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.

- 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.
 - A. Resolution** – Notice of Intent to issue Capital Improvement Bonds.
 - B. Resolution** – To approve a Materials Management Agreement with Synagro Central, LLC.
 - C. Motion** – To approve Fieldstone Subdivision Phase 5 Preliminary Plat, dated 27 January 2016, contingent upon the conditions contained in the Zoning Administrator's memorandum dated 08 March 2016.
 - D. Motion** – To approve a \$150,000 internal loan from the General Fund to the Water and Sewer Fund, with repayment in full by 01 June 2016.

- 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. Once the Closed Session has ended, the City Council will resume the regular meeting.

- XIII. ADJOURNMENT** – When the City Council has completed all items listed on the approved agenda, it may not take any further action until its next regular meeting or a special meeting. If the time is significantly late and items remain on the approved agenda, the presiding officer may ask for a motion to adjourn the meeting to another specific date, time, and place at which to resume and complete the approved agenda.

**COMMITTEE OF THE WHOLE
MONDAY, 14 MARCH 2016
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 Rick Lantz, Jamie Malecki, Sue Roberts, Thom Sowle, and Don Willems
- II. ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2017**



Gregory L. Newman, City Clerk

THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 14 MARCH 2016, AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN.

03/11/2016

CUSTOM INVOICE REPORT FOR CITY OF GRAND LEDGE

VENDOR

SORT

NAME	DESCRIPTION	AMOUNT
BANK CODE: CHASC		
44 NORTH	TELEDOC/HRA APRIL 2016	796.80
56-2 DISTRICT COURT	BOND PAYMENT	200.00
56A DISTRICT COURT	BOND PAYMENT	500.00
AC & E	PORTABLE AT AIRPORT	78.00
ACE HARDWARE	BULBS/BATTERIES	54.94
ACE HARDWARE	TAPE/WOOD SHIMS	9.48
ACE HARDWARE	KEY	1.89
ACE HARDWARE	THREADED ROD/HANGER CONDUIT	7.94
ACE HARDWARE	KEYS	3.78
ACE HARDWARE	ELBOW/SOLDER/FLUX/DRILL BIT	68.38
ALEXANDER CHEMICAL CORP.	CHLORINE	460.00
ALEXANDER CHEMICAL CORP.	CHLORINE	1,890.00
ALEXANDER CHEMICAL CORP.	CONTAINER DEPOSIT	(200.00)
ALEXANDER CHEMICAL CORP.	CONTAINER DEPOSIT	(800.00)
AMBS CALL CENTER	ANS SERVICE 03/01/16 - 03/31/16	61.50
BARYAMES CLEANERS	UNIFORM CLEANING THROUGH 02/16/16	358.05
CBI, INC.	COPY CHARGES	43.17
CHEMICAL INJECTION TECH	REBUILD KIT	1,352.76
CHRISTINA ODLUM	GYM DEPOSIT	100.00
CITY OF GRAND LEDGE-WATER	WARMING HOUSE - 0800310000	62.43
COMCAST	ACCT #904814885	246.53
COMCAST CABLE	ACCT #01721 424920-01-7	293.24
CRAIG ELECTRIC	REPAIR AT WWTP	275.00
CSX TRANSPORTATION	ANNUAL CROSSING FEE 4/6/16 - 4/5/17	2,398.00
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	110.46
DBI BUSINESS INTERIORS	OFFICE SUPPLIES	48.00
DBI BUSINESS INTERIORS	TOWELS FOR DISPENSERS	41.24
DBI BUSINESS INTERIORS	CABLE/LABELS/STAPLER	54.94
DBI BUSINESS INTERIORS	COLORED PAPER/ORGANIZER	33.29
EATON COUNTY TREASURER	GL WATER SUPPLY SYSTEM BOND	385,853.13
EATON COUNTY TREASURER	PAYING AGENT FEE FOR BOND	125.00
EATON COUNTY TREASURER	PAYING AGENT FEE FOR BOND	125.00
EATON COUNTY TREASURER	GRAND OAKS VILLAGE TRAILER TAX 03/07/16	337.50
EATON COUNTY TREASURER	GL WATER SUPPLY SYSTEM BOND	123,000.00
ELHORN ENGINEERING COMPANY	SUPPLIES	111.00
ESSENTIAL TITLE AGENCY	OVERPAY FINAL WATER 466 BOOTH ST	79.21
ETNA SUPPLY INC	1" METERS/COUPLINGS/TRANSCEIVERS	2,280.00
ETNA SUPPLY INC	WATER HAMMER ARRESTOR	29.87
FASTENAL COMPANY	FASTENERS	47.93
FASTENAL COMPANY	FASTENERS	698.57
FASTENAL COMPANY	TOOL BOX CREDIT	(39.95)
FASTENAL COMPANY	FASTENERS/HOLE SAW	15.68
FASTENAL COMPANY	FASTENERS	106.50
FIRST PLACE SPORTS INC	UNIFORMS	112.00

GLASS MASTERS OF PORTLAND	WINDSHIELD	234.35
GRAINGER WW INC	PRESSURE SWITCH/REFRIG COIL	143.95
GRAINGER WW INC	CABLE TIES	96.10
GRAINGER WW INC	O-RINGS/SILICONE SEALANT	88.48
GRAND LEDGE AUTO PARTS INC	CLAMP	3.24
GRAND LEDGE AUTO PARTS INC	AIR FILTER	6.31
GRAND LEDGE AUTO PARTS INC	EXHAUST FLUID/HAND CLEANER	69.95
GRAND LEDGE AUTO PARTS INC	REPAIR PARTS	10.99
GRAND LEDGE AUTO PARTS INC	MINI BULBD/SOCKET	38.60
GRAND LEDGE AUTO PARTS INC	BULB	14.24
GRAND LEDGE AUTO PARTS INC	HORN	59.00
GRANGER	310 GREENWOOD - RUBBISH REMOVAL	70.00
NEWMAN GREGORY	COMM ROOM DEPOSIT	100.00
HAVILAND	CHEMICALS	1,500.00
HYDROCORP	CROSS CONNECTION PROGRAM - FEB 2016	692.00
GALLOUP COMPANY J O	SCH 40 PIPE	110.82
KEI CONTROLS, LLC	REPAIR AT WELL #2	2,476.31
BARCLAY KIM	REIMBURSE FOR UNIFORM	60.00
LANSING BOARD OF WATER & LIGHT	LAB SVCS - JAN 2016	212.00
LANSING BOARD OF WATER & LIGHT	LAB SVCS - JAN 2016	26.50
LANSING ICE AND FUEL	ACCT #1-081681	238.98
LANSING ICE AND FUEL	ACCT #1-081681	945.57
LANSING UNIFORM COMPANY	UNIFORMS	115.00
LAW ENFORCEMENT SEMINARS, LLC	TRAINING	325.00
LIFELOC TECHNOLOGIES INC	EASY TAB MOUTHPIECES	35.00
MAURER'S TEXTILE RENTAL	RUGS	18.24
MAURER'S TEXTILE RENTAL	RUGS	19.27
MENARDS - LANSING WEST	MIRCO FIBER CLOTHS	6.99
MENARDS - LANSING WEST	CLEANING SUPPLIES	10.48
MENARDS - LANSING WEST	SCREWDRIVERS	3.95
MERITAIN HEALTH COMPANY	FLEX/ST DIS/ ADMIN - APRIL 2016	175.50
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 02/26/16	748.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 02/19/16	3,442.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 03/04/16	900.00
MID MICHIGAN EMERGENCY EQUIP	HAVIS CHARGE GUARDS	274.95
NORTH CENTRAL LABORATORIES	SILICONE TUBING	447.62
PARAGON LABORATORIES, INC.	MERCURY TESTING	195.00
PHYSIO CONTROL, INC.	INFANT/CHILD PADS	147.50
PITNEY BOWES, INC.	METER RENTAL 04/01/16 - 06/30/16	120.00
PUBLIC FINANCIAL MANAGEMENT, INC.	PROFESSIONAL FEE	500.00
QUILL CORPORATION	OFFICE SUPPLIES	44.18
QUILL CORPORATION	OFFICE SUPPLIES	19.79
QUILL CORPORATION	MONITORS	594.00
QUILL CORPORATION	COPY PAPER	149.95
BEAM RAYMOND	REIMBURSE FOR TOW CHARGE	40.00
RELIANCE STANDARD LIFE	LIFE - MARCH 2016	202.62
REPCO PAPER, BAGS AND MORE	CAN LINERS	50.00
RICHARDSON BUSINESS MACHINES	ID CARD	20.00
STAMP-RITE INC	NAMEPLATGE	15.40
STATE OF MICHIGAN	SOR REGISTRATIONS - MI2343500	60.00
TERMINAL SUPPLY CO	CONNECTOR/FUSE HOLDER/CIRCUIT/FUSE	81.55

THRUN LAW FIRM, P.C.	PROSECUTIONS THRU 01/28/16	409.20
THRUN LAW FIRM, P.C.	MTT NO. 15-006901	390.80
THRUN LAW FIRM, P.C.	MTT NO. 15-006902	281.60
THRUN LAW FIRM, P.C.	MTT NO. 15-006902	267.60
THRUN LAW FIRM, P.C.	704 W MAIN	396.40
THRUN LAW FIRM, P.C.	GENERAL THROUGH 01/28/16	2,468.00
COTE TIM	CLEANING 02/22/16 TO 03/13/16	825.00
TRACTOR SUPPLY PLAN	REDUCER BUSHINGS/CHIP BRUSH	126.55
TRACTOR SUPPLY PLAN	REPAIR PARTS	146.49
TRANSUNION RISK AND	PEOPLE SEARCHES DEC 2016	3.00
TRANSUNION RISK AND	PEOPLE SEARCHES FEB 2016	25.00
TRANSUNION RISK AND	PERSON SEARCHES	25.00
TRI-CLOR	FERRIC CHLORIDE TANK	825.00
TRUE VALUE HARDWARE	CONNECTORS/BUSHINGS	13.95
TRUE VALUE HARDWARE	TILE SCRAPER	47.69
TRUE VALUE HARDWARE	PVC PIPE/COUPLING	32.98
TRUE VALUE HARDWARE	BOLT CUTTERS	37.99
TRUE VALUE HARDWARE	PROPANE FILL	28.49
TRUE VALUE HARDWARE	CEMENT SOLVENT/PIPE CLEANER	23.95
TRUE VALUE HARDWARE	PROPANE CYLINDERD	53.88
TRUE VALUE HARDWARE	FILTER/PLUG INS	24.47
TRUE VALUE HARDWARE	TRASH BAGS	2.79
TRUE VALUE HARDWARE	TUBING/FUEL	28.45
TRUE VALUE HARDWARE	LADDER HANGER	23.94
TRUE VALUE HARDWARE	MORTAR MIX	27.96
TRUE VALUE HARDWARE	KEYS	18.90
USA BLUE BOOK	CHESELL CHART	111.63
USA BLUE BOOK	HOSE LUBRICANT	95.09
USA BLUE BOOK	CHESEL CHART PAPER	70.32
USA BLUE BOOK	SOLENOID VALVE/PIPE MOUNTED FLOAT	368.06
USA BLUE BOOK	HYDRANT BAGS/FLUORIDE REAGENT	119.60
VERIZON WIRELESS	ACCT #242013090-00001	181.65
VERIZON WIRELESS	ACCT #380806320-00001	84.94
YES CENTER	GYM DEPOSIT RETURN	100.00

TOTAL CHECK TYPE: PAPER CHECK

545,077.01

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

CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 22 FEBRUARY 2016
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.

- I. ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Rick Lantz, Jamie Malecki, and Thom Sowle
– Council members Sue Roberts and Don Willems were absent
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Cheryl Grice, Finance Director / Treasurer; Brian Thelen, City Assessor;

II. PLEDGE OF ALLEGIANCE

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

III. AUDIENCE PARTICIPATION

IV. APPROVAL OF CONSENT AGENDA

- A. Motion (from staff)** – To approve the Monday, 22 February 2016 City Council consent agenda, as follows:

- i. Financial transactions and bills.
- ii. Friday, 05 February 2016 special City Council minutes.
- iii. Monday, 08 January 2016 regular City Council minutes.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MONDAY, 22 FEBRUARY 2016 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

V. APPROVAL OF REGULAR AGENDA

- A. Motion** – To approve the Monday, 22 February 2016 regular City Council agenda.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO APPROVE THE MONDAY, 22 FEBRUARY 2016 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VI. COMMITTEE AND BOARD REPORTS

VII. STAFF REPORTS

Administrator's Office

Adam Smith, City Administrator, reported on a Charter Commission informational meeting held earlier tonight and the information available on the City's website, and mentioned the City's snow removal plan.

Assessing Department

Brian Thelen, City Assessor, presented a slideshow on 2015 assessing activities.

VII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. AUDIENCE PARTICIPATION

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

XII. CLOSED SESSION

XIII. ADJOURNMENT

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER MULDER SECONDED, TO ADJOURN THE MONDAY, 22 FEBRUARY 2016, REGULAR CITY COUNCIL MEETING, AT 8:06 P.M. MOTION CARRIED UNANIMOUSLY.

**COMMITTEE OF THE WHOLE
MONDAY, 22 FEBRUARY 2016
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 Rick Lantz, Jamie Malecki, and Thom Sowle

– Council members Sue Roberts and Don Willems were absent

OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Cheryl Grice, Finance Director / Treasurer;

II. ANNUAL BUDGET FOR THE FISCAL YEAR ENDING 30 JUNE 2017

Adam Smith, City Administrator, presented the initial Fiscal Year Ending 30 June 2017 budget reference information, explained the priorities adopted by City Council driving the budget discussion, and reviewed the proposed draft General Fund for Fiscal Year Ending 30 June 2017.

The City Council discussed the proposed draft General Fund for Fiscal Year Ending 30 June 2017, street construction options, and public relations efforts.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADJOURN THE MONDAY, 22 FEBRUARY 2016, COMMITTEE OF THE WHOLE, AT 9:42 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

Grand Ledge City Council Resolution #_____ of 2016

A Resolution to Approve the Lease of T-Hangars at Abrams Municipal Airport to Private Entities.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 11 April 2016, in the Council Chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

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

Whereas, Charter §C-14.1(a) provides:

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

Whereas, Charter §C-14.3(b) provides:

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

Whereas, the City has reviewed the terms upon which the lease of T-hangars at Abrams Municipal Airport shall be governed, and

Whereas, the City desires to authorize the City Administrator, or their designee, to execute such leases on behalf of the City without further action by the City;

Now, Therefore, It Is Resolved:

1. This Resolution, and the lease template attached hereto, shall remain on file with the City Clerk, for public inspection, through the close of business on 11 April 2016, before final adoption of this Resolution at the 11 April 2016 regular City Council meeting, the lease template limited to the property described as:

T-Hangar building number one on the East 135.5 feet of the West 335.5 feet of the South 1730 feet of the West ½ of the Southeast ¼ of Section 36, Town 5 North, Range 4 West, Eagle Township, Clinton County, Michigan.

EXCEPT beginning at the Southwest corner of the Southeast ¼ of said Section 36, thence North along the West line of the Southeast ¼ 343 feet, thence East 150 feet parallel with the South section line of said Section 36; thence South 343 feet to the South line of said Section 36, thence West 150 feet along the South line of said Section 36 to the point of beginning;

EXCEPT beginning on the South line of said Section 36 at a point 518.4 feet East of the South ¼ corner of said Section 36, Town 5 North, Range 4 West; thence North 00 degrees 28 minutes 20 seconds East, 584 feet; thence East 268.68 feet; thence South 00 degrees, 04 minutes 40 seconds East 584 feet; thence West 274.4 feet on the South line of Section 36 to the point of beginning.

2. The City Clerk is directed to immediately publish, in a newspaper of general circulation in the City, notice of the City's intent to lease T-hangars at Abrams Municipal Airport.

- 3. Upon final adoption of this Resolution, by affirmative roll call vote of five or more members of the City Council, the City Administrator, or their designee, are authorized and directed, without further action of the City, to execute leases of portions of the property described in paragraph 1 above, in accordance with the terms of the lease template attached hereto.

Introduced by the Grand Ledge City Council this 14th day of March, 2016.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the Grand Ledge City Council this 11th day of April, 2016.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2016, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 11 April 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

EXISTING LEASE - 2016

**CITY OF GRAND LEDGE ABRAMS AIRPORT
T-HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into as of the _____ day of _____, _____, by and between **THE CITY OF GRAND LEDGE**, a Michigan Home Rule City with principal offices at 310 Greenwood St., Grand Ledge, Michigan 48837 (hereinafter, the "Lessor") and _____, whose address is _____ (hereinafter, the "Lessee").

WITNESSETH:

WHEREAS, Lessee desires to lease an aircraft hangar owned by the Lessor at the Abrams Airport for the purpose of storing aircraft and related items, subject to the terms and conditions contained in this Lease; and

WHEREAS, Lessor is willing and has authority to lease said premises, and grant certain rights, licenses and privileges with respect thereto to Lessee;

NOW THEREFORE, for and in consideration of the rents, covenants and agreements herein contained, Lessor and Lessee agree as follows:

1. **Premises.** The Lessor hereby agrees to lease to the Lessee the T-Hangar identified as Unit _____, situated on the Abrams Airport located in the City of Grand Ledge, County of Eaton, State of Michigan. Lessee(s) and Lessee's invitees shall have free use of a right-of-way for ingress and egress of aircraft and personal vehicles to the Leased Premises. The location of such right-of-way shall be determined and designated by Lessor.

2. **Rental.**

A. **Rate and Late Fees.** As consideration for the interest granted herein and for the authorization to Lessee for aircraft operations and permitted uses, Lessee shall pay to Lessor as rent the sum of twenty-four hundred dollars and no cents (\$2,400.00) per year, payable monthly at the rate of two hundred dollars and no cents (\$200.00) on the first day of the month, in advance. In the event this Lease shall commence other than on the first day of a month, the first monthly payment shall be prorated based on a thirty (30) day/month calculation, and shall be due and payable upon the execution of this Lease. In the event that rent is not paid when due, a late fee of fifty dollars and no cents (\$50.00) per month for each month of arrearage shall accrue until paid. All payments shall be applied first to late fees, then to arrearages, then to current payments due.

B. **Rate Increases.** Rent may be increased by the Lessor upon not less than sixty (60) days advance notice to the Lessee.

C. **Security Deposit.** Lessee shall deposit three hundred dollars and no cents (\$300.00) as security against damage or non-payment of rent upon the execution hereof. Upon termination of the tenancy, the security deposit shall be returned to Lessee, less any cost of repair to the premises and unpaid rent.

3. **Term.** Lessee's tenancy in this Lease is a year-to-year tenancy which, as to the first year of the lease, shall terminate at midnight June 30. If not terminated, each lease shall automatically renew on the first day of July. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice.

4. **Lessee's Duties Upon Lease Termination.** Upon termination of this Lease, Lessee shall:

- A. Remove all of Lessee's property from the T-Hangar;
- B. Leave the premises in broom-clean condition, free of all debris and trash.

Upon Lessee's failure to remove Lessee's property or in the event the T-Hangar is not clean and free of debris and trash, Lessor may remove all such items and Lessee shall be liable to Lessor for all costs incurred by Lessor, including, but not limited to, disposal, labor and storage, and Lessee's security deposit may be utilized by Lessor for reimbursement of said costs.

5. **Use of Leased Premises.** The Leased Premises shall be used by Lessee for the purpose of housing and storage of aircraft owned by Lessee and the storage of related equipment. Storage of other items may be permitted within the fully enclosed hangar structure; however, such storage is deemed to be ancillary and will not be permitted as the hangar's primary use. No portion of the Leased Premises shall be used for a purpose which, in the opinion of Lessor, may interfere with the proper use of the airport by others or which constitutes a nuisance or which violates written rules, regulations and policies of the Lessor or other competent authority or agency having jurisdiction. A violation of this section by Lessee shall be considered a default of the conditions of the Lease by Lessee and may, in Lessor's sole discretion, result in termination of this Lease.

6. **Improvements to Leased Premises.** Lessee shall make no improvements to the Leased Premises except upon the prior written approval of the Lessor. Such approval may be conditioned upon amendment to this Lease, as Lessor shall deem appropriate.

7. **Conditions of Use.** Lessee's use of the Leased Premises and the Abrams Airport Facility shall be and is conditioned upon adherence to the following requirements:

- A. No signs or advertising matter shall be painted, posted or displayed upon any portion of the Leased Premises without prior written consent of the Lessor.

B. Lessee shall not engage in any unlawful use of the Leased Premises nor permit any such unlawful use thereof.

C. Lessee shall observe all federal, state and local laws, including the rules and regulations of the federal and state aeronautic authorities, the City of Grand Ledge, and Abrams Airport (a copy of which is attached and incorporated herein by reference).

D. The operations of the Lessee, Lessee's agents and invitees shall be conducted in an orderly and proper manner consistent with applicable rules, ordinances and laws, and so as not to annoy, disturb or be offensive to others at Abrams Airport.

E. All rules and regulations of the State Fire Marshal shall be complied with by the Lessee in the conduct of its use and occupancy of the Leased Premises. Lessee shall not create an environmental condition upon the real property subject to this Agreement, which, under applicable federal and/or state law, would require remediation.

F. Lessee shall comply with all applicable laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

G. Lessee shall pay when due all personal property taxes, assessments, license fees or other charges levied or assessed in connection with the Lessee's property, if any, during the term of this Lease or any renewal thereof.

H. Lessee agrees at all times to keep the Leased Premises in a neat, clean and orderly condition, free of weeds, rubbish or any unsightly accumulation of any nature whatsoever.

I. Lessee shall be responsible for hangar apron maintenance, including snow removal.

J. The Leased Premises shall not be used for any outside storage whatsoever.

8. Inspection of Premises.

Lessor, or its designated representative, shall have the right to enter upon the Leased Premises at a reasonable time for the purpose of inspection of any portion thereof. Except under emergency circumstances, Lessor agrees to contact Lessee in advance and arrange a time to inspect the premises. Lessee will provide to the Airport Manager a list of names and telephone numbers of persons to contact in case of an emergency and will update the list annually or upon the change of any name or telephone number.

9. **Security.** Lessee shall comply with and abide by all rules, regulations, practices and other requirements adopted by Lessor to maintain, enhance or protect the security and safety of Abrams Airport, its users and tenants.

10. **Assignments and Subletting.** Assignment of this Lease by Lessee and subletting of the Lease Premises by Lessee are prohibited.

11. **Insurance; Risk of Loss.** Lessee may, at Lessee's sole expense, acquire such fire and casualty loss insurance covering the Lessee's property as Lessee deems appropriate. Risk of loss or damage to Lessee's property is Lessee's sole responsibility, and Lessor shall have no liability for such loss and damage whatsoever.

12. **Prohibited Activity.** In addition to conduct prohibited by the Rules and Regulations and by law, the following storage uses and activities are also precluded:

A. Boats, lawn mowers, tractors, snowmobiles, trailers, and all other personal property;

B. Flammable volatile liquids, gases, signal flares, fuels, lubrication or waste oil, acids, paint, and solvents shall not be stored in the T-Hangar;

C. All wastes, rags, paper and rubbish shall be removed by Lessee daily;

D. No fuel, oil, dopes, paints, solvents or acids shall be disposed of or dumped on the ramp areas, catch basins, ditches, trash receptacles, or elsewhere on Airport by Lessee;

E. No refueling of aircraft shall occur in the T-Hangar. Aircraft to be fueled must be moved out of the Hangar by Lessee. The aircraft must be a minimum of ten (10) feet from the building during refueling.

F. No smoking, doping, painting, fabric repairs, washing of aircraft or stored equipment, maintenance or repairs to aircraft or stored equipment is permitted in the T-Hangar. The following cleaning and maintenance activities only are exceptions to the general blanket maintenance and repair prohibition: waxing aircraft, cleaning windows, vacuuming, removal and installation seats and upholstery, radio removal and installation, spark plug removal, inspection and replacement, lights and other non-structural, FAA-approved owner allowed maintenance not involving grease, oil or fluids.

13. **Lessee's Covenants.** Lessee covenants and agrees that at all times during the term of this Lease:

A. To keep the T-Hangar free of all debris and the floor swept. Disposal of waste shall be off the Airport.

B. To provide a drip pan for engines. Pans will be kept clean. The Lessee shall dispose of oil off Airport property at an approved disposal facility.

C. To remove snow and ice in front of the T-Hangar and passenger doors. Salt may not be used. Urea fertilizer is the only allowed ice melter. No ice melters or any corrosive material or substance may be used in the T-Hangar.

D. To report hangar maintenance needs to Lessor.

E. To provide an Underwriter Laboratory approved fire extinguisher for use in the T-Hangar.

F. To keep the T-Hangar door closed at all times other than when the aircraft is being moved into or out of the T-Hangar, or when the Lessee is in attendance.

14. Compliance With State or Federal Agreements.

A. This Agreement shall be subordinate to the provisions of any existing or future Agreement between Lessor and the United States or the State of Michigan relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal fund for the development of the Airport.

B. Lessee hereby grants the right to Lessor to, and Lessor hereby reserves the right to, subordinate this Lease at all times to any and all present and future obligations of Lessor arising from any government grants or loans. Lessee also covenants and agrees to execute and deliver upon demand such further instrument or instruments as may be required to carry out the intent of this paragraph, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments for and in the name of Lessee. Lessor shall notify Lessee in writing of any such obligations and instruments.

C. Lessor may assign this Lease to its successor in interest.

15. **Non-Limitation Of Lessor's Rights.** Nothing in this Lease limits the right of the Lessor to further develop the Airport and to lease the same for any lawful purpose or to provide or discontinue services it deems necessary or desirable in its sole and absolute discretion, regardless of the Lessee's wishes.

16. **Indemnification.** Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage or expenses, including actual attorney fees, witness fees or other costs arising by reason of any death, injury or property damage sustained by any person including Lessee, or any agent or employee of Lessee, where such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of Lessee, its agents or employees, or any guest, licensee or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition or act required by this Agreement.

17. **Peaceful Occupancy.** Lessor does covenant that Lessee, upon payment of the aforesaid installments and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term of this Agreement.

18. **Agreement in its Entirety.** This Lease constitutes the entire agreement by and between the parties, and all prior agreements, oral or written, shall be merged and made a part hereof. No modifications or amendments of this Lease shall be valid unless they are in writing and signed by the duly authorized representatives of both the Lessor and the Lessee. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Michigan.

23. **Mutual Draftsmanship.** This Lease will be construed for all purposes as having been drafted jointly by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

IN THE PRESENCE OF:

**THE CITY OF GRAND LEDGE,
LESSOR,**

By: _____

Adam R. Smith

Its: City Administrator

LESSEE

By: _____

Instrument Prepared By:
J. Richard Robinson, Esq. (P19524)
Shane Bolley (P65338)
J. RICHARD ROBINSON, P.C.
2169 Jolly Road, Suite 1
Okemos, Michigan 48864

PROPOSED LEASE – 2016

**ABRAMS MUNICIPAL AIRPORT
T-HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Lease” or this “Agreement”), made and entered into as of the _____ day of _____, 20____, by and between **THE CITY OF GRAND LEDGE**, a Michigan Home Rule City with principal offices at 310 Greenwood St., Grand Ledge, Michigan 48837 (hereinafter, the “Lessor”) and _____, whose address is _____ (hereinafter, the “Lessee”).

WITNESSETH:

WHEREAS, Lessee desires to lease an aircraft hangar owned by the Lessor at Abrams Municipal Airport (hereinafter, “Airport”) for the purpose of storing aircraft and related items, subject to the terms and conditions contained in this Lease; and

WHEREAS, Lessor is willing and has authority to lease said premises, and grant certain rights, licenses, and privileges with respect thereto to Lessee;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor and Lessee agree as follows:

1. **Premises.** The Lessor hereby agrees to lease to the Lessee the T-Hangar identified as Unit _____, located at Airport in the City of Grand Ledge, County of Clinton, State of Michigan (the “Premises” or the “Leased Premises”). Lessee(s) and Lessee’s invitees shall have free use of a right-of-way for ingress and egress of aircraft and personal vehicles to the Leased Premises. The location of such right-of-way shall be determined and designated by Lessor.

2. **Rental.**

A. **Rate and Late Fees.** As consideration for the interest granted herein and for the authorization to Lessee for aircraft operations and permitted uses, Lessee shall pay to Lessor as rent the sum of Twenty-Four Hundred dollars (\$2,400.00) per year, payable monthly at the rate of Two Hundred dollars and (\$200.00) on the first day of the month, in advance. In the event this Lease shall commence other than on the first day of a month, the first monthly payment shall be prorated based on a thirty (30) day/month calculation, and shall be due and payable upon the execution of this Lease. In the event that rent is not paid when due, a late fee of Twenty-Five dollars (\$25.00) per month due on the sixth day of the month for each month of arrearage shall accrue until paid. All payments shall be applied first to late fees, then to arrearages, then to current payments due.

- B. **Rate Increases.** Rent may be increased by the Lessor upon not less than sixty (60) days advance notice to the Lessee.
- C. **Security Deposit.** Lessee shall deposit Three Hundred dollars (\$300.00) as security against damage or non-payment of rent upon the execution hereof. Upon termination of the tenancy, the security deposit shall be returned to Lessee, less any cost of repair to the premises and unpaid rent.
3. **Term and Termination.** Lessee's tenancy in this Lease is a year-to-year tenancy which, as to the first year of the lease, shall terminate at midnight June 30. If not terminated, each lease shall automatically renew on the first day of July. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice.
4. **Lessee's Duties Upon Lease Termination.** Upon termination of this Lease, Lessee shall:
- A. Remove all of Lessee's property from the T-Hangar;
 - B. Leave the Leased Premises in broom-clean condition, free of all debris and trash.
- Upon Lessee's failure to remove Lessee's property or in the event the T-Hangar is not clean and free of debris and trash, Lessor may remove all such items and Lessee shall be liable to Lessor for all costs incurred by Lessor, including, but not limited to, disposal, labor and storage, and Lessee's security deposit may be utilized by Lessor for reimbursement of said costs.
5. **Use of Leased Premises.** The Leased Premises shall be used by Lessee for the purpose of housing and storage of aircraft owned by Lessee and the storage of related equipment. Storage of other items may be permitted within the fully enclosed hangar structure; however, such storage is deemed to be ancillary and will not be permitted as the hangar's primary use. No portion of the Leased Premises shall be used for a purpose which, in the opinion of Lessor, may interfere with the proper use of the airport by others or which constitutes a nuisance or which violates written rules, regulations and policies of the Lessor or other competent authority or agency having jurisdiction. A violation of this section by Lessee shall be considered a default of the conditions of the Lease by Lessee and may, in Lessor's sole discretion, result in termination of this Lease.
6. **Improvements to Leased Premises.** Lessee shall make no improvements to the Leased Premises except upon the prior written approval of the Lessor. Such approval may be conditioned upon amendment to this Lease, as Lessor shall, in its sole discretion, deem appropriate.
7. **Conditions of Use.** Lessee's use of the Leased Premises and Airport shall be and is conditioned upon adherence to the following requirements:

- A. No signs or advertising matter shall be painted, posted or displayed upon any portion of the Leased Premises without prior written consent of the Lessor.
 - B. Lessee shall not engage in any unlawful use of the Leased Premises nor permit any such unlawful use thereof.
 - C. Lessee shall observe all federal, state, and local laws, including the rules and regulations of the federal and state aeronautic authorities, the City of Grand Ledge, and Airport (a copy of which is attached and incorporated herein by reference).
 - D. The operations of the Lessee, and Lessee's agents and invitees shall be conducted in an orderly and proper manner consistent with applicable rules, ordinances, and laws, and so as not to annoy, disturb, or be offensive to others at Airport.
 - E. All rules and regulations of the State Fire Marshal shall be complied with by the Lessee in the conduct of its use and occupancy of the Leased Premises. Lessee shall not create an environmental condition on or in the Leased Premises or Airport, which, under applicable federal and/or state law, would require remediation.
 - F. Lessee shall comply with all applicable laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.
 - G. Lessee shall pay when due all real and personal property taxes, assessments, license fees or other charges levied or assessed in connection with the Lessee's property, if any, during the term of this Lease or any renewal thereof.
 - H. Lessee agrees at all times to keep the Leased Premises in a neat, clean and orderly condition, free of weeds, rubbish or any unsightly accumulation of any nature whatsoever.
 - I. Lessee shall be responsible for hangar apron maintenance, including snow removal.
 - J. The Leased Premises shall not be used for any outside storage whatsoever.
8. **Utilities.** The parties acknowledge that the Leased Premises is only serviced by electric service. The Lessor will pay for all reasonable electric used to service the Leased Premises during the term of this Lease.
9. **Inspection of Premises.** Lessor, or its designated representative, shall have the right to enter upon the Leased Premises at a reasonable time for the purpose of inspection of any portion thereof. Except under emergency circumstances, Lessor agrees to contact Lessee in advance and arrange a time to inspect the Leased Premises. Lessee will provide to the Airport Manager a list of names and

telephone numbers of persons to contact in case of an emergency and will update the list annually or upon the change of any name or telephone number.

10. **Security.** Lessee shall comply with and abide by all rules, regulations, practices and other requirements adopted by Lessor to maintain, enhance or protect the security and safety of Airport, its users and tenants.
11. **Assignments and Subletting.** Assignment of this Lease by Lessee and subletting of the Lease Premises by Lessee are prohibited.
12. **Breach of Lease.** In the event of a breach by Lessee in the payment of rent when due to the Lessor or other breach of any covenant or condition to be kept, observed, and performed by the Lessee, and such breach continues for a period of ten (10) days after the Lessor gives the Lessee notice of the breach, then the Lessor may terminate this Lease and pursue all legal and equitable remedies against the Lessee. In the event of a breach, the Lessee shall pay the Lessor's costs, including without limitation the Lessor's actual attorneys' fees and other costs incurred as a result of the Lessee's breach.
13. **Insurance; Risk of Loss.** Lessee may, at Lessee's sole expense, acquire such fire and casualty loss insurance covering the Lessee's property as Lessee deems appropriate. Risk of loss or damage to Lessee's property is Lessee's sole responsibility, and Lessor shall have no liability for such loss and damage whatsoever. Lessee shall, at Lessee's sole expense, acquire an insurance policy which shall provide coverage in an amount not less than One Million dollars (\$1,000,000.00) for public liability. Lessee agrees to add Airport and the City of Grand Ledge as additional named insureds. Lessor shall be furnished with copies of all insurance policies obtained by Lessee in compliance with this requirement prior to the effective date of the Agreement. The policy or policies of insurance shall contain language which provides that the Lessor shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Lessor may obtain a policy or policies of insurance, the premium(s) of which shall be considered rent under this Agreement, and the Lessee shall reimburse the Lessor within thirty (30) days from receipt of an invoice for the premium(s).
14. **Prohibited Activity.** In addition to conduct prohibited by the Rules and Regulations and by law, the following storage uses and activities are also precluded:
 - A. Boats, lawn mowers, tractors, snowmobiles, trailers, and all other personal property;

- B. Flammable volatile liquids, gases, signal flares, fuels, lubrication or waste oil, acids, paint, and solvents shall not be stored in the T-Hangar;
 - C. All wastes, rags, paper and rubbish shall be removed by Lessee daily;
 - D. No fuel, oil, dopes, paints, solvents, or acids shall be disposed of or dumped on the ramp areas, catch basins, ditches, trash receptacles, or elsewhere at Airport by Lessee;
 - E. No refueling of aircraft shall occur in the T-Hangar. Aircraft to be fueled must be moved out of the Hangar by Lessee. The aircraft must be a minimum of ten (10) feet from the building during refueling.
 - F. No smoking, doping, painting, fabric repairs, washing of aircraft or stored equipment, maintenance or repairs to aircraft or stored equipment is permitted in the T-Hangar. The following cleaning and maintenance activities only are exceptions to the general blanket maintenance and repair prohibition: waxing aircraft, cleaning windows, vacuuming, removal and installation seats and upholstery, radio removal and installation, spark plug removal, inspection and replacement, lights and other non-structural, FAA-approved owner allowed maintenance not involving grease, oil or fluids.
15. **Lessee's Covenants.** Lessee covenants and agrees that at all times during the term of this Lease:
- A. To keep the T-Hangar free of all debris and the floor swept. Disposal of waste shall be off the Airport.
 - B. To provide a drip pan for engines. Pans will be kept clean. The Lessee shall dispose of oil off Airport property at an approved disposal facility.
 - C. To remove snow and ice in front of the T-Hangar and passenger doors. Salt may not be used. Urea fertilizer is the only allowed ice melter. No ice melters or any corrosive material or substance may be used in the T-Hangar.
 - D. To report hangar maintenance needs to Lessor.
 - E. To provide an Underwriter Laboratory approved fire extinguisher for use in the T-Hangar.
 - F. To keep the T-Hangar door closed at all times other than when the aircraft is being moved into or out of the T-Hangar, or when the Lessee is in attendance.
 - G. To comply with all rules and regulations now in effect or which may be promulgated by Lessor in the future. During the Term of this Lease, the Lessor reserves the right to make rules and regulations that, in the Lessor's sole discretion, are necessary or desirable for the safety, care,

appearance, and cleanliness of the Leased Premises provided seven (7) calendar days written notice.

16. Compliance with State and Federal Agreements.

- A. This Agreement shall be subordinate to the provisions of any existing or future Agreement between Lessor and the United States or the State of Michigan relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal fund for the development of the Airport.
- B. Lessee hereby grants the right to Lessor to, and Lessor hereby reserves the right to, subordinate this Lease at all times to any and all present and future obligations of Lessor arising from any government grants or loans. Lessee also covenants and agrees to execute and deliver upon demand such further instrument or instruments as may be required to carry out the intent of this paragraph, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments for and in the name of Lessee. Lessor shall notify Lessee in writing of any such obligations and instruments.
- C. Lessor may assign this Lease to its successor in interest.

17. Non-Limitation of Lessor's Rights. Nothing in this Lease limits the right of the Lessor to further develop the Airport and to lease the same for any lawful purpose or to provide or discontinue services it deems necessary or desirable in its sole and absolute discretion, regardless of the Lessee's wishes.

18. Indemnification. Lessee shall indemnify and hold Lessor free and harmless from any and all liability, claims, loss, damage or expenses, including actual attorney fees, witness fees or other costs arising by reason of any death, injury or property damage sustained by any person including Lessee, or any agent or employee of Lessee, where such death, injury or property damage is caused or allegedly caused by any negligent or intentional act of Lessee, its agents or employees, or any guest, licensee or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition or act required by this Agreement.

19. Peaceful Occupancy. Lessor does covenant that Lessee, upon payment of the aforesaid installments and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term of this Agreement.

20. Agreement in its Entirety. This Lease constitutes the entire agreement by and between the parties, and all prior agreements, oral or written, shall be merged and made a part hereof. No

modifications or amendments of this Lease shall be valid unless they are in writing and signed by the duly authorized representatives of both the Lessor and the Lessee. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Michigan.

21. **Mutual Draftsmanship.** This Lease will be construed for all purposes as having been drafted jointly by the parties hereto.
22. **No Waiver of Defenses.** By entering into this Lease, the Lessor is not waiving any defenses, including the defense of governmental immunity.
23. **No Third Party Rights.** Nothing in this Lease shall provide any rights to any third party who is not a party to this Lease.
24. **Non-Waiver.** Failure of Lessor to insist on strict performance of any term or conditions of this Lease shall not constitute a waiver of Lessor's right to later enforce such term of condition.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSOR:

**THE CITY OF GRAND LEDGE,
a Michigan Home Rule City**

By:

Adam R. Smith, City Administrator

LESSEE:

By:

Grand Ledge City Council Resolution #____ of 2016

**A Resolution to Approve a Professional Services Agreement with HydroCorp, Inc.,
for the Administration of a Cross Connection Control Program.**

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 14 March 2016, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

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

Whereas, Charter §C-14.1(a) provides:

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

Whereas, the City has previously entered into an agreement with Hydro Designs, Inc. to develop and administer a cross connection control program which expired January 2015; and

Whereas, Hydro Designs, Inc., now HydroCorp, Inc., has submitted a Professional Services Agreement (“Agreement”) to continue the cross connection control program for an additional three years, at a cost not to exceed \$9,984.00 per year; and

Whereas, the City determines it in the best interests of the public health, safety and welfare of the citizens of the City of Grand Ledge to approve the Agreement;

Now, Therefore, It Is Resolved:

1. The City approves the Agreement with HydroCorp, Inc., for the administration of a Cross Connection Control Program, at a cost not to exceed \$9,984.00, per year, as attached.
2. The City directs the City Administrator and Finance Director / Treasurer to appropriate the funds necessary to implement the Agreement.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute the Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute the 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 the Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2016, adopted by the Grand Ledge City Council at a special meeting held on Monday, 14 March 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk



Date: March 10, 2016

To: Grand Ledge City Council

From: Larry LaHaie, Public Service Director

RE: Professional Services Agreement, HydroCorp

HydroCorp (previously Hydro Designs) of Troy, MI has administered the City's Cross Connection Control Program since 2004. In that time, the City has been brought into full compliance with State backflow prevention requirements and the program has operated essentially problem free. The current three-year contract with Hydro Designs has expired and is due to be renewed.

Attached for your review is a proposal from HydroCorp for a new three-year agreement. The contract is essentially the same as the expired agreement but with an increase in cost; the annual fee of the new contract will be \$9,984.00 as compared to \$8,304.00 in the previous contract.

The City's relationship with Hydro Designs has been very successful and I would recommend the attached Agreement with Hydro Designs be approved at the March 14, 2016 City Council meeting.

PROPOSAL

DEVELOPED FOR

Larry Lahaie

Public Services Director

City of Grand Ledge, MI

310 Greenwood

Grand Ledge, MI 48337

February 29, 2016

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDR^OCORP™

THE SAFE WATER AUTHORITY.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

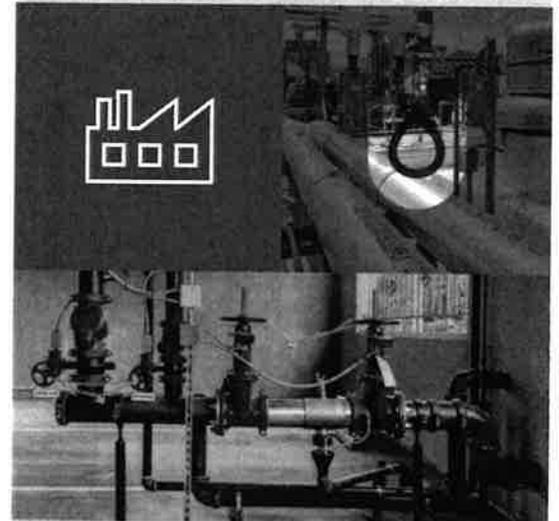
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



SCOPE OF WORK 3

PROFESSIONAL SERVICE AGREEMENT 4-10

QUALIFICATIONS 11



SCOPE OF WORK

Based on your current program, HydroCorp™ will provide the following services to the City of Grand Ledge. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Grand Ledge with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **85** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 832.00	Annual Amount: \$ 9,984.00	Contract Total: \$ 29,952.00
----------------------------------	-----------------------------------	-------------------------------------

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of \$ 832.00



PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this 04/01/2016 by and between the City of Grand Ledge organized and existing under the laws of the State of Michigan referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)



- Review/establish procedure for vacant facilities
- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Environmental Quality Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all MDEQ regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include: Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards and penalties for non-compliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Residential
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. An independent cross connection control survey (at the business owner's expense) may be required at these facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of 255 total inspections over a three (3) year contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).** HydroCorp will assist in compliance with DEQ and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 150 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on 04/01/2016 and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this agreement for two (2) consecutive one (1) year period. Increases in fees for each additional term will be based on the consumer price index, but no more than 3% annually.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$832.00** per month, **\$9,984.00** annually for a three (3) year contract period totaling **\$29,952.00**.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 INDEMNIFICATION.** HydroCorp agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp in the performance of its services under this Agreement. The Utility agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HydroCorp and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of



obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement. The Utility and HydroCorp agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HydroCorp as the case may be.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the



party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Larry Lahaie
Public Services Director
City of Grand Ledge
310 Greenwood
Grand Ledge, MI 48337

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Grand Ledge

By:
Title:

HydroCorp



By: John Hudak
Its: President



Qualifications/Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

February 18, 2016

Adam Smith, Administrator
City of Grand Ledge
310 Greenwood Street
Grand Ledge, MI 48837

Dear Mr. Smith:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority. On behalf of the MMRMA Board of Directors, I am very pleased to provide the City of Grand Ledge with the enclosed check for \$99,488. This represents your share of the distribution of excess net assets to Members, which was declared by the Board in February 2015.

This distribution is based on the most recent analysis of net asset adequacy at June 30, 2014. Please be aware this is not a guarantee of future distributions. Each year, the Board determines whether to declare a net asset distribution. This year, the total distribution to eligible Members is \$45.2 million. MMRMA's ability to declare this distribution is a direct reflection of consistently strong performance results. Factors contributing to these results include: better than expected loss trends in recent years; Member responsiveness to risk control recommendations; good risk management practices by Members, resulting in fewer losses; and solid investment income.

However, the essential and most important factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. A majority of MMRMA Members enjoy over 20 years of continuous membership, and several have over 25 continuous years with the organization. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to the years of continuous membership, the calculation method considers General Fund contributions and claim loss history in excess of your SIR over the past five years. The ultimate recognition of the success of our organization goes to you – the MMRMA Members. Without your ongoing participation, such distributions would not be possible. The Board and I sincerely thank you for your loyal support of this fine organization.

Warmest regards,

Michael L. Rhyner
Executive Director

Enclosure



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

February 18, 2016

Adam Smith, Administrator
City of Grand Ledge
310 Greenwood Street
Grand Ledge, MI 48837

Dear Mr. Smith:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority. On behalf of the MMRMA Board of Directors, I am pleased to provide the City of Grand Ledge with the enclosed check in the amount of \$25,238. This represents your share of the distribution of excess assets from the State Pool Loss Fund to current renewing State Pool Members.

Based on a recommendation from the State Pool Committee, the Board of Directors declared a distribution of \$2.858 million in excess assets from the State Pool Loss Fund at its February 2015 meeting. The distribution is based on the most recent analysis of net asset adequacy of the State Pool Loss Fund at June 30, 2014 by our actuary. Many factors contribute to these results, including; better than expected loss trends, good risk management practices and responsiveness to risk control recommendations by Pool Members, and solid investment income.

However, the essential and most important factor allowing MMRMA to distribute excess assets is the long-term commitment of its State Pool Members. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. The calculation also takes into account a State Pool Member's loss and contribution history within the State Pool's retained risk layer. Without your ongoing participation, such distributions would not be possible. The Board and I sincerely thank you for your loyal support of this fine organization.

Warmest regards,

Michael L. Rhyner
Executive Director

Enclosure

Assistant City Administrator – February Activity Report

Human Resources

- Was a member of the interview team for recruitment of 3 new police officers. Interviewed 14 candidates during 1st interviews. I then was an observer in the 2nd round of interviews with 8 candidates.

Ongoing projects/tasks

- Analysis of Personnel Manual.
- Compile policies and procedures to help stream line all departments.

Airport Management

- Attended Michigan Association of Airport Executives Conference.
- Updated the website with additional airport information.
- Prepared the Airport Board packets.
- City Administrator and I met with Rick Turner of Aerospace Risk Management Group to discuss insurance on hangars.
- Assisted in finalizing Abrams Municipal Airport Crop Farming Lease for 2016 season.
- City Administrator and I reviewed the airport budget with Chairman Powers.

Ongoing projects/tasks

- In the spring coordinate with landscaper to complete use of additional round up on the taxiway and runway.

DDA

- Prepared for and attended February meeting. Compiled minutes.
- Attended Façade Committee where they reviewed a grant application from the Grand Ledge Area District Library.
- Coordinated repair of dumpster enclosures in DDA parking lots.
- Staff met with Joe Gentilozzi to work on details of project that will take place this summer to move smoker into a new outdoor building with patio.

Ongoing projects/tasks

- Update façade program guidelines.
- In the spring we will replace the railing behind Fortino's.

Building Management

- Direct on going repairs by part time staff personnel and contractors as needed. This month there were additional roof leaks due to ice and melt.
- Boynton Fire Suppression worked on the fire alarm system. An additional phone line was needed and connection by our IT company. Final testing will take place in early March.

Ongoing projects/tasks

- Compile building maintenance information book to be used by all staff.
- Educate additional staff on building maintenance.
- RFP building maintenance.

Miscellaneous

- Worked on budgets for airport fund, City Hall, and DDA with the City Administrator and Finance Director.

City Clerk – Monthly Report

February 2016

Elections

- Conducted preliminary and public accuracy tests of ballot tabulating equipment.
- Arranged needed equipment and facilities.
- Held office hours Saturday, 05 March 2016 for absent voter ballot requests.

Information Technology

- Worked with fire alarm system contractors to access the City's computer systems.
- Set up new computer for the Public Service Director.
- Set up new dual-monitors for the Assistant City Administrator, Deputy Treasurer, and Utility Billing Clerk.
- Contacted SmartHomes/SmartOffices for an access and control system for the Council Chambers to remotely control the existing displays.
- Contacted SmartHomes/SmartOffices for a quote on a display for the Administrative Conference room.

Records Management

- Finalized paperwork and documents approved at the 08 and 22 February 2016 regular City Council meetings.
 - Filed paperwork and documents, forwarded appropriate documents to respective management team members, and published legal notices.
- Began converting filenames on the data server for indexing compliance to allow improved searching within Microsoft Office programs.

Bank Code Fund	Description	Beginning Balance 02/01/2016	Total Debits	Total Credits	Ending Balance 02/29/2016
ChasC	CHASE CHECKING				
101	GENERAL FUND	1,516,883.10	165,336.93	199,255.50	1,482,964.53
202	MAJOR STREET FUND	(78,462.54)	44,788.74	22,429.07	(56,102.87)
203	LOCAL STREET FUND	174,145.55	10,654.11	21,528.10	163,271.56
204	MUNICIPAL STREET FUND	247,945.69	4,020.32	8,479.17	243,486.84
208	PARKS & RECREATION FUND	88,275.46	2,004.15	6,864.80	83,414.81
248	DDA FUND	224,547.10	56.03	22,187.47	202,415.66
264	DRUG FORFEITURE FUND	8,754.64	1,175.74	0.00	9,930.38
265	POLICE RESTRICTED FUND	19,355.78	5.33	0.00	19,361.11
274	GRANTS FUND	323.09	650.00	0.00	973.09
295	AIRPORT FUND	145,673.69	3,986.69	9,116.46	140,543.92
304	2004 CAP IMPROV BONDS FUND	134,606.85	37.09	0.00	134,643.94
394	DDA DEBT FUND	238,920.05	65.83	0.00	238,985.88
397	ISLAND BRIDGE DEBT FUND	30,669.51	8.45	0.00	30,677.96
494	DDA CAPITAL PROJECTS FUND	275,956.62	76.04	0.00	276,032.66
495	LDFA FUND	(19,761.53)	144,780.60	13,998.66	111,020.41
592	WATER & SEWER FUND	387,873.46	252,945.28	114,205.94	526,612.80
661	EQUIPMENT OPERATING FUND	40,410.90	21,201.53	14,454.63	47,157.80
678	EMPLOYEE BENEFITS FUND	164,149.85	9,496.43	54,404.27	119,242.01
701	MISC TAXES FUND	1,937.30	58,614.50	57,214.50	3,337.30
704	CURRENT TAX FUND	497,584.72	773,551.66	541,785.49	729,350.89
750	PAYROLL CLEARING FUND	447.63	96,220.65	96,235.05	433.23
	CHASE CHECKING	4,100,236.92	1,589,676.10	1,182,159.11	4,507,753.91
	TOTAL - ALL FUNDS	4,100,236.92	1,589,676.10	1,182,159.11	4,507,753.91

REVENUE AND EXPENDITURE REPORT FOR CITY OF GRAND LEDGE

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
Fund 101 - GENERAL FUND						
170.101-GENERAL		2,989,033.74	2,528,943.60	149,767.13	460,090.14	84.61
170.272-RECYCLING		24,850.00	15,145.05	3,861.48	9,704.95	60.95
170.274-COMPOSTING		24,567.00	5,220.00	950.00	19,347.00	21.25
170.276-CEMETERY		91,840.00	36,495.25	2,972.50	55,344.75	39.74
300.301-POLICE		53,350.00	32,040.54	4,065.73	21,309.46	60.06
TOTAL Revenues		3,183,640.74	2,617,844.44	161,616.84	565,796.30	82.23
100.101-CITY COUNCIL		9,766.00	3,883.42	0.00	5,882.58	39.76
170.172-CITY ADMINISTRATION		198,072.00	116,677.20	10,607.41	81,394.80	58.91
170.191-ELECTIONS		17,100.00	5,766.33	252.65	11,333.67	33.72
170.209-ASSESSING		63,001.00	34,421.80	0.00	28,579.20	54.64
170.210-ATTORNEY		25,000.00	13,867.73	2,243.10	11,132.27	55.47
170.215-CLERK'S OFFICE		105,073.00	60,578.09	6,415.53	44,494.91	57.65
170.253-FINANCE		209,835.00	143,594.06	15,289.94	66,240.94	68.43
170.265-CITY HALL		272,782.01	110,546.25	14,346.70	162,235.76	40.53
170.272-RECYCLING		27,745.00	13,614.95	661.04	14,130.05	49.07
170.274-COMPOSTING		27,260.00	21,504.19	1,955.51	5,755.81	78.89
170.276-CEMETERY		134,153.00	59,002.92	3,831.39	75,150.08	43.98
170.292-GENERAL GOVERNMENT		159,109.00	90,819.23	10,519.34	68,289.77	57.08
170.294-SPECIAL PROJECTS		13,000.00	20,440.82	5,058.60	(7,440.82)	157.24
300.301-POLICE		1,383,266.00	834,772.05	111,813.63	548,493.95	60.35
300.371-BUILDING INSPECTION		96,300.00	77,187.73	9,051.24	19,112.27	80.15
300.410-PLANNING & ZONING		31,680.00	24,748.02	3,698.33	6,931.98	78.12
966.001-TRANSFERS OUT		488,000.00	408,000.00	0.00	80,000.00	83.61
TOTAL Expenditures		3,261,142.01	2,039,424.79	195,744.41	1,221,717.22	62.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF GRAND LEDGE

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDC USED
		AMENDED BUDGET		02/29/2016 NORMAL (ABNORMAL)	02/29/2016 INCREASE (DECREASE)	MONTH	02/29/2016 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND										
Fund 101 - GENERAL FUND:										
TOTAL REVENUES		3,183,640.74		2,617,844.44		161,616.84		565,796.30		82.23
TOTAL EXPENDITURES		3,261,142.01		2,039,424.79		195,744.41		1,221,717.22		62.54
NET OF REVENUES & EXPENDITURES		(77,501.27)		578,419.65		(34,127.57)		(655,920.92)		746.34
Fund 202 - MAJOR STREET FUND										
000.202-MAJOR STREET REVENUES										
TOTAL Revenues		588,435.00		340,864.26		45,320.67		247,570.74		57.93
440.102-PRESERVATION STREETS		164,860.00		104,444.08		2,746.67		60,415.92		63.35
440.103-TRAFFIC SERVICE		23,228.00		10,687.37		3,202.50		12,540.63		46.01
440.456-OPERATING EXPENSES		30,913.00		31,522.05		7,613.17		(609.05)		101.97
440.459-STATE TRUNKLINE		25,943.00		8,208.43		2,436.85		17,734.57		31.64
440.492-WINTER MAINTENANCE		77,760.00		27,764.19		5,213.18		49,995.81		35.70
440.495-ADMINISTRATION		64,501.00		49,775.86		1,824.96		14,725.14		77.17
440.501-CONSTRUCTION		327,498.00		323,107.48		0.00		4,390.52		98.66
TOTAL Expenditures		714,703.00		555,509.46		23,037.33		159,193.54		77.73
Fund 202 - MAJOR STREET FUND:										
TOTAL REVENUES		588,435.00		340,864.26		45,320.67		247,570.74		57.93
TOTAL EXPENDITURES		714,703.00		555,509.46		23,037.33		159,193.54		77.73
NET OF REVENUES & EXPENDITURES		(126,268.00)		(214,645.20)		22,283.34		88,377.20		169.99
Fund 203 - LOCAL STREET FUND										
000.203-LOCAL STREET REVENUES										
TOTAL Revenues		582,025.00		525,250.06		11,201.48		56,774.94		90.25
440.102-PRESERVATION STREETS		296,590.00		192,459.25		5,283.97		104,130.75		64.89
440.103-TRAFFIC SERVICE		15,796.00		14,642.46		4,330.47		1,153.54		92.70
440.456-OPERATING EXPENSES		29,479.00		20,793.55		2,812.59		8,685.45		70.54
440.492-WINTER MAINTENANCE		68,167.00		40,979.82		7,899.87		27,187.18		60.12
440.495-ADMINISTRATION		79,386.00		64,492.97		1,824.89		14,893.03		81.24
440.501-CONSTRUCTION		108,150.00		128,349.27		0.00		(20,199.27)		118.68

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET		YTD BALANCE 02/29/2016		ACTIVITY FOR MONTH 02/29/2016		AVAILABLE BALANCE		% BDTG USED
		BUDGET	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL	ABNORMAL	NORMAL	ABNORMAL	
Fund 203 - LOCAL STREET FUND										
TOTAL Expenditures										
		597,568.00		461,717.32		22,151.79		135,850.68		77.27
Fund 203 - LOCAL STREET FUND:										
TOTAL REVENUES										
		582,025.00		525,250.06		11,201.48		56,774.94		90.25
TOTAL EXPENDITURES										
		597,568.00		461,717.32		22,151.79		135,850.68		77.27
NET OF REVENUES & EXPENDITURES										
		(15,543.00)		63,532.74		(10,950.31)		(79,075.74)		408.75
Fund 204 - MUNICIPAL STREET FUND										
000.000-GENERAL										
		927,395.00		682,741.03		4,020.32		244,653.97		73.62
TOTAL Revenues										
		927,395.00		682,741.03		4,020.32		244,653.97		73.62
	440.448-STREET LIGHTING	106,000.00		51,935.24		6,981.81		54,064.76		49.00
	440.495-ADMINISTRATION	702,353.00		702,298.45		320.98		54.55		99.99
	440.503-SIDEWALKS	28,987.00		8,446.65		478.99		20,540.35		29.14
	440.506-PROPERTY TAX & DEBT SERVICE	6,550.00		4,336.29		0.00		2,213.71		66.20
	590.590-STORM SEWER GENERAL	38,415.00		14,149.06		697.39		24,265.94		36.83
TOTAL Expenditures										
		882,305.00		781,165.69		8,479.17		101,139.31		88.54
Fund 204 - MUNICIPAL STREET FUND:										
TOTAL REVENUES										
		927,395.00		682,741.03		4,020.32		244,653.97		73.62
TOTAL EXPENDITURES										
		882,305.00		781,165.69		8,479.17		101,139.31		88.54
NET OF REVENUES & EXPENDITURES										
		45,090.00		(98,424.66)		(4,458.85)		143,514.66		218.28
Fund 208 - PARKS & RECREATION FUND										
750.752-ADMINISTRATION										
		145,365.00		146,889.07		1,256.65		(1,524.07)		101.05
	750.801-RECREATION	25,500.00		20,676.81		0.00		4,823.19		81.09
	750.902-PARKS AND BUILDINGS	6,500.00		4,427.50		247.50		2,072.50		68.12
TOTAL Revenues										
		177,365.00		171,993.38		1,504.15		5,371.62		96.97
750.752-ADMINISTRATION										
		31,667.00		30,453.82		1,789.32		1,213.18		96.17
750.801-RECREATION										
		31,154.00		47,920.01		78.22		(16,766.01)		153.82
750.902-PARKS AND BUILDINGS										
		113,270.00		62,867.53		4,797.26		50,402.47		55.50
TOTAL Expenditures										
		176,091.00		141,241.36		6,664.80		34,849.64		80.21

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BODT USED
		AMENDED BUDGET		02/29/2016 NORMAL (ABNORMAL)	02/29/2016 INCREASE (DECREASE)	MONTH 02/29/2016 NORMAL (ABNORMAL)	BALANCE BALANCE (ABNORMAL)			
Fund 208 - PARKS & RECREATION FUND										
Fund 208 - PARKS & RECREATION FUND:										
TOTAL REVENUES		177,365.00		171,993.38	1,504.15	5,371.62		96.97		
TOTAL EXPENDITURES		176,091.00		141,241.36	6,664.80	34,849.64		80.21		
NET OF REVENUES & EXPENDITURES		1,274.00		30,752.02	(5,160.65)	(29,478.02)		2,413.82		
Fund 209 - CEMETERY FUND										
170.276-CEMETERY										
TOTAL Expenditures		3,136.74		3,136.74	0.00	0.00		100.00		
Fund 209 - CEMETERY FUND:										
TOTAL REVENUES		0.00		0.00	0.00	0.00		0.00		
TOTAL EXPENDITURES		3,136.74		3,136.74	0.00	0.00		100.00		
NET OF REVENUES & EXPENDITURES		(3,136.74)		(3,136.74)	0.00	0.00		100.00		
Fund 248 - DDA FUND										
000.000-GENERAL										
TOTAL Revenues		680,182.00		629,788.75	(27.13)	50,393.25		92.59		
TOTAL Revenues		680,182.00		629,788.75	(27.13)	50,393.25		92.59		
170.173-ECONOMIC DEVELOPMENT		311,258.00		187,023.77	22,104.31	124,234.23		60.09		
966.001-TRANSFERS OUT		434,903.00		434,903.00	0.00	0.00		100.00		
TOTAL Expenditures		746,161.00		621,926.77	22,104.31	124,234.23		83.35		
Fund 248 - DDA FUND:										
TOTAL REVENUES		680,182.00		629,788.75	(27.13)	50,393.25		92.59		
TOTAL EXPENDITURES		746,161.00		621,926.77	22,104.31	124,234.23		83.35		
NET OF REVENUES & EXPENDITURES		(65,979.00)		7,861.98	(22,131.44)	(73,840.98)		11.92		
Fund 264 - DRUG FORFEITURE FUND										
300.301-POLICE										
TOTAL Revenues		16.00		16.89	2.74	(0.89)		105.56		
300.323-FORFEITURE		0.00		1,173.00	1,173.00	(1,173.00)		100.00		
TOTAL Revenues		16.00		1,189.89	1,175.74	(1,173.89)		7,436.81		
300.304-K9 PROGRAM		320.00		98.97	0.00	221.03		30.93		
TOTAL Expenditures		320.00		98.97	0.00	221.03		30.93		
Fund 264 - DRUG FORFEITURE FUND:										
TOTAL REVENUES		16.00		1,189.89	1,175.74	(1,173.89)		7,436.81		
TOTAL EXPENDITURES		320.00		98.97	0.00	221.03		30.93		

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	NORMAL	ABNORMAL	% BDTG USED
Fund 264 - DRUG FORFEITURE FUND							
NET OF REVENUES & EXPENDITURES							
		(304.00)	1,090.92	1,175.74		(1,394.92)	358.86
Fund 265 - POLICE RESTRICTED FUND							
300.301-POLICE							
		34.00	36.11	5.33		(2.11)	106.21
302.000-ACT 302							
		1,544.70	1,544.70	0.00		0.00	100.00
TOTAL Revenues							
		1,578.70	1,580.81	5.33		(2.11)	100.13
300.321-DRUG EDUCATION							
		0.00	32.99	0.00		(32.99)	100.00
302.000-ACT 302							
		3,019.47	1,199.13	0.00		1,820.34	39.71
TOTAL Expenditures							
		3,019.47	1,232.12	0.00		1,787.35	40.81
Fund 265 - POLICE RESTRICTED FUND:							
TOTAL REVENUES							
		1,578.70	1,580.81	5.33		(2.11)	100.13
TOTAL EXPENDITURES							
		3,019.47	1,232.12	0.00		1,787.35	40.81
NET OF REVENUES & EXPENDITURES							
		(1,440.77)	348.69	5.33		(1,789.46)	24.20
Fund 274 - GRANTS FUND							
750.905-603 E RIVER ST TF14-0161							
		0.00	158,000.00	0.00		(158,000.00)	100.00
TOTAL Revenues							
		0.00	158,000.00	0.00		(158,000.00)	100.00
750.904-BOAT LAUNCH TF11-041							
		0.00	0.00	(650.00)		0.00	0.00
750.905-603 E RIVER ST TF14-0161							
		0.00	234,681.91	0.00		(234,681.91)	100.00
TOTAL Expenditures							
		0.00	234,681.91	(650.00)		(234,681.91)	100.00
Fund 274 - GRANTS FUND:							
TOTAL REVENUES							
		0.00	158,000.00	0.00		(158,000.00)	100.00
TOTAL EXPENDITURES							
		0.00	234,681.91	(650.00)		(234,681.91)	100.00
NET OF REVENUES & EXPENDITURES							
		0.00	(76,681.91)	650.00		76,681.91	100.00
Fund 295 - AIRPORT FUND							
170.270-AIRPORT							
		61,530.00	40,679.77	5,325.47		20,850.23	66.11
TOTAL Revenues							
		61,530.00	40,679.77	5,325.47		20,850.23	66.11
170.270-AIRPORT							
		94,025.00	63,846.85	9,165.50		30,178.15	67.90
TOTAL Expenditures							
		94,025.00	63,846.85	9,165.50		30,178.15	67.90
Fund 295 - AIRPORT FUND:							

REVENUE AND EXPENDITURE REPORT FOR CITY OF GRAND LEDGE

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET		YTD BALANCE 02/29/2016		ACTIVITY FOR MONTH 02/29/2016		AVAILABLE BALANCE		% BODT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 295 - AIRPORT FUND										
TOTAL REVENUES		61,530.00		40,679.77		5,325.47		20,850.23		66.11
TOTAL EXPENDITURES		94,025.00		63,846.85		9,165.50		30,178.15		67.90
NET OF REVENUES & EXPENDITURES		(32,495.00)		(23,167.08)		(3,840.03)		(9,327.92)		71.29
Fund 304 - 2004 CAP IMPROV BONDS FUND										
000.000-GENERAL		200.00		200.70		37.09		(0.70)		100.35
931.001-TRANSFERS IN		124,320.00		124,320.00		0.00		0.00		100.00
TOTAL Revenues		124,520.00		124,520.70		37.09		(0.70)		100.00
905.906-DEBT SERVICE		124,620.00		2,460.00		0.00		122,160.00		1.97
TOTAL Expenditures		124,620.00		2,460.00		0.00		122,160.00		1.97
Fund 304 - 2004 CAP IMPROV BONDS FUND:										
TOTAL REVENUES		124,520.00		124,520.70		37.09		(0.70)		100.00
TOTAL EXPENDITURES		124,620.00		2,460.00		0.00		122,160.00		1.97
NET OF REVENUES & EXPENDITURES		(100.00)		122,060.70		37.09		(122,160.70)		122,060.00
Fund 394 - DDA DEBT FUND										
905.906-DEBT SERVICE		323,303.00		323,249.68		65.83		53.32		99.98
TOTAL Revenues		323,303.00		323,249.68		65.83		53.32		99.98
905.906-DEBT SERVICE		322,903.00		91,459.35		0.00		231,443.65		28.32
TOTAL Expenditures		322,903.00		91,459.35		0.00		231,443.65		28.32
Fund 394 - DDA DEBT FUND:										
TOTAL REVENUES		323,303.00		323,249.68		65.83		53.32		99.98
TOTAL EXPENDITURES		322,903.00		91,459.35		0.00		231,443.65		28.32
NET OF REVENUES & EXPENDITURES		400.00		231,790.33		65.83		(231,390.33)		57,947.5
Fund 397 - ISLAND BRIDGE DEBT FUND										
905.906-DEBT SERVICE		34,848.00		34,848.50		8.45		(0.50)		100.00
TOTAL Revenues		34,848.00		34,848.50		8.45		(0.50)		100.00
905.906-DEBT SERVICE		34,808.00		5,278.75		0.00		29,529.25		15.17
TOTAL Expenditures		34,808.00		5,278.75		0.00		29,529.25		15.17
Fund 397 - ISLAND BRIDGE DEBT FUND:										
TOTAL REVENUES		34,848.00		34,848.50		8.45		(0.50)		100.00

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE 02/29/2016	ACTIVITY FOR MONTH 02/29/2016	AVAILABLE BALANCE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 397 - ISLAND BRIDGE DEBT FUND							
TOTAL EXPENDITURES		34,808.00		5,278.75	0.00	29,529.25	15.17
NET OF REVENUES & EXPENDITURES		40.00		29,569.75	8.45	(29,529.75)	73,924.3
Fund 494 - DDA CAPITAL PROJECTS FUND							
900.901-CAPITAL OUTLAY - PUBLIC IMPROV		100,000.00		100,392.53	76.04	(392.53)	100.39
TOTAL Revenues		100,000.00		100,392.53	76.04	(392.53)	100.39
Fund 494 - DDA CAPITAL PROJECTS FUND:							
TOTAL REVENUES		100,000.00		100,392.53	76.04	(392.53)	100.39
TOTAL EXPENDITURES		0.00		0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		100,000.00		100,392.53	76.04	(392.53)	100.39
Fund 495 - LDFA FUND							
000.000-GENERAL		8,830.00		9,308.93	0.00	(478.93)	105.42
900.901-CAPITAL OUTLAY - PUBLIC IMPROV		80,000.00		144,750.00	144,750.00	(64,750.00)	180.94
TOTAL Revenues		88,830.00		154,058.93	144,750.00	(65,228.93)	173.43
900.901-CAPITAL OUTLAY - PUBLIC IMPROV		89,253.00		40,964.65	13,968.06	48,288.35	45.90
TOTAL Expenditures		89,253.00		40,964.65	13,968.06	48,288.35	45.90
Fund 495 - LDFA FUND:							
TOTAL REVENUES		88,830.00		154,058.93	144,750.00	(65,228.93)	173.43
TOTAL EXPENDITURES		89,253.00		40,964.65	13,968.06	48,288.35	45.90
NET OF REVENUES & EXPENDITURES		(423.00)		113,094.28	130,781.94	(113,517.28)	26,736.2
Fund 592 - WATER & SEWER FUND							
000.440-PUBLIC WORKS-REVENUE		1,000.00		610.74	151.31	389.26	61.07
000.591-WATER-REVENUES		1,535,831.00		694,118.15	105,860.42	841,712.85	45.19
000.592-SANITARY SEWER -REVENUES		2,051,220.00		852,064.18	134,949.27	1,199,155.82	41.54
TOTAL Revenues		3,588,051.00		1,546,793.07	240,961.00	2,041,257.93	43.11
591.012-JENNE ST RECONSTRUCTION		128,850.00		127,209.69	0.00	1,640.31	98.73
591.544-PUMPING		107,182.00		40,169.68	5,520.55	67,012.32	37.48
591.545-WATER TREATMENT		110,855.00		55,701.02	7,083.26	55,153.98	50.25
591.546-TRANSMISSION AND DISTRIBUTION		461,894.00		235,627.64	21,565.58	226,266.36	51.01

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
Fund 592 - WATER & SEWER FUND						
591.548	WATER-GENERAL EXPENSE	740,126.00	280,053.08	16,168.01	460,072.92	37.84
592.012	JENNE ST RECONSTRUCTION	191,450.00	194,641.16	0.00	(3,191.16)	101.67
592.536	PLANT OPERATION & MAINTENANCE	661,315.12	379,898.28	41,566.58	281,416.84	57.45
592.538	LIFT STATION	57,922.00	33,077.86	4,410.45	24,844.14	57.11
592.539	SEWERS	283,652.00	204,140.60	4,173.93	79,511.40	71.97
592.542	SEWER GENERAL EXPENSE	815,831.00	275,875.86	12,068.43	539,955.14	33.82
TOTAL Expenditures		3,559,077.12	1,826,394.87	112,556.79	1,732,682.25	51.32
Fund 592 - WATER & SEWER FUND:						
TOTAL REVENUES		3,588,051.00	1,546,793.07	240,961.00	2,041,257.93	43.11
TOTAL EXPENDITURES		3,559,077.12	1,826,394.87	112,556.79	1,732,682.25	51.32
NET OF REVENUES & EXPENDITURES		28,973.88	(279,601.80)	128,404.21	308,575.68	965.01
Fund 661 - EQUIPMENT OPERATING FUND						
440.441	EQUIPMENT OPERATION	303,935.00	209,322.70	21,268.42	94,612.30	68.87
TOTAL Revenues		303,935.00	209,322.70	21,268.42	94,612.30	68.87
440.441	EQUIPMENT OPERATION	273,163.00	181,369.67	14,441.52	91,793.33	66.40
TOTAL Expenditures		273,163.00	181,369.67	14,441.52	91,793.33	66.40
Fund 661 - EQUIPMENT OPERATING FUND:						
TOTAL REVENUES		303,935.00	209,322.70	21,268.42	94,612.30	68.87
TOTAL EXPENDITURES		273,163.00	181,369.67	14,441.52	91,793.33	66.40
NET OF REVENUES & EXPENDITURES		30,772.00	27,953.03	6,826.90	2,818.97	90.84
Fund 678 - EMPLOYEE BENEFITS FUND						
850.852	EMPLOYEE BENEFITS	737,000.00	366,475.11	2,258.10	370,524.89	49.73
TOTAL Revenues		737,000.00	366,475.11	2,258.10	370,524.89	49.73
850.852	EMPLOYEE BENEFITS	723,560.00	428,581.36	47,165.94	294,978.64	59.23
TOTAL Expenditures		723,560.00	428,581.36	47,165.94	294,978.64	59.23
Fund 678 - EMPLOYEE BENEFITS FUND:						
TOTAL REVENUES		737,000.00	366,475.11	2,258.10	370,524.89	49.73
TOTAL EXPENDITURES		723,560.00	428,581.36	47,165.94	294,978.64	59.23

PERIOD ENDING 02/29/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE BALANCE	% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	02/29/2016	NORMAL (ABNORMAL)	MONTH 02/29/2016 INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 678 - EMPLOYEE BENEFITS FUND									
NET OF REVENUES & EXPENDITURES									
		13,440.00		(62,106.25)		(44,907.84)		75,546.25	462.10
TOTAL REVENUES - ALL FUNDS									
TOTAL EXPENDITURES - ALL FUNDS									
		11,502,654.44		8,029,593.61		639,567.80		3,473,060.83	69.81
		11,605,855.34		7,480,490.63		474,829.62		4,125,364.71	64.45
		(103,200.90)		549,102.98		164,738.18		(652,303.88)	532.07

Activity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Traffic Crash: Public & Private (931a)	24	14											38
Traffic Crash: Personal Injury (931b)	1	2											3
Crash Totals	25	16	0	0	0	0	0	0	0	0	0	0	41
Breaking & Entering (998F)	2	2											4
Larceny (2399)	6	4											10
Retail Fraud (3073)	3	3											6
Bad Checks (2693)	1	0											1
Credit Card Fraud (2605)	0	1											1
Forgery (2589)	0	0											0
Identity Theft (2609)	0	3											3
Malicious Destruction of Property (2901 & 2999)	2	3											5
Stolen Vehicle (2404)	0	0											0
Property Crimes Total	14	16	0	0	0	0	0	0	0	0	0	0	30
Domestic Assault (994D)	0	0											0
Assault & Battery (1313)	2	1											3
Personal Crimes Total	2	1	0	0	0	0	0	0	0	0	0	0	3
Reports Taken	84	80											164
Civil Infraction Citations (933A)	20	26											0
Misdemeanor Citations (5403)	5	2											0
OWI (8041)	2	2											0
Traffic Total	27	30	0	0	0	0	0	0	0	0	0	0	0

The Chief has been taking part in a curriculum development initiative for Active Violence response for EMS and LE personnel. This training is being undertaken by the Eaton County Fire Chiefs. The purpose is to provide training that will support quicker medical response to mass casualty incidents involving acts of violence. The Chiefs hope to have a prototype completed by mid summer. The Grand Ledge Police Department has been awarded a RAP Grant from Michigan Municipal Risk Management Authority. The grant is in support of the purchase of new in-car video equipment to replace outdated and non functioning equipment currently in the patrol vehicles. none of the current equipment(the newest purchased in 2008) is supported by its manufacturers.

**MONTHLY ACTIVITY REPORT
DEPARTMENT OF PUBLIC SERVICES
FEBRUARY 2016**

DRINKING WATER

Treated water pumped to system – 16.988 million gallons for the month of February, average daily production was 0.586 million gallons per day. Maximum day was 0.832 million gallons pumped while the minimum day was 0.622 million gallons.

Water was treated with 218.8 lbs. of chlorine gas with an average chlorine residual in the system of 0.39 parts per million (ppm) free chlorine and 0.60 ppm total chlorine. 59.8 lbs of fluoride was also added for the month, measured fluoride in the water system was at 0.50 ppm for the month.

Sixteen routine water samples were collected during the month from the distribution system, wells, and storage tanks and tested for total coliform bacteria by the Board of Water & Light lab. There were no positive tests.

A total of 1,614 meters were read in Cycle 2 (south and west sides of town, south of the the Grand River) in February. There were also 243 re-reads of those meters, and 23 final readings collected. Staff also responded to eight requests for water shut-offs or turn-ons and installed/replaced five new water meters.

Staff responded to 27 staking requests from the Miss Dig system to locate City water and sewer lines, 11 of those requests were emergencies.

Well no. 6 was taken out of operation on February 10th and a crew from Layne Northern of Lansing pulled the pump and motor for re-building. This is routine maintenance for a municipal production well and is normally completed every five to eight years. Well no. 6 was last rebuilt in 2007. As part of the work a variable frequency drive was installed which will allow the pump to operate at differing speeds in order to pump either to the iron removal plant or directly to the water system in the event of an emergency. Well 6 is expected to be out of service for approximately one month.

Staff spent more time on housecleaning activities, primarily cleaning the exterior of the iron removal filter and plant piping.

WASTEWATER TREATMENT AND COLLECTION SYSTEM

The wastewater treatment plant treated and discharged 29.396 million gallons to the Grand River, a monthly average of 1.014 million gallons per day. Some of the effluent characteristics were:

- 5 day BOD monthly average = 9 ppm, limit is 25 ppm, plant achieved 97% removal
- Suspended solids, monthly average = 3.6 ppm, limit is 30 mg/l, plant achieved 99% removal

- Phosphorus, monthly average = 0.6 ppm, limit is 1.0 ppm

There were no violations of the City's NPDES permit in January.

Staff spend considerable time on plant housekeeping, and clearing snow from walks as required during the month.

Maintenance was completed on plant equipment including the north and south primary sludge pump, the air compressor in the Control Building. A new control system was installed for the lime pumping equipment which will not allow the pump to operate against a closed valve and will eliminate overflowing of the tank that contains the mixed lime slurry. Both of these situations have been long term problems. David Gutchess, recently hired in January, gets kudos for developing the new control system.

A hole appeared in E. Kent St. which, upon investigation, was found to be due to a sanitary sewer house lead. The pipe was excavated and repaired.

The air compressor in the Whitney St. lift station had to be replaced on Feb. 10. The air compressor is used for level control to operate the pumps.

The sanitary sewers on East River St. were cleaned in preparation for video inspection of the pipe.

OAKOOD CEMETERY

There were a total of two internments made in the month at Oakwood Cemetery. Both were full burials.

STREETS

DPS was required to plow streets on three days during the month, all a result of the storm that came on Feb. 24-25. Slippery conditions caused salting of the primary routes on 10 days. The airport runways were also plowed twice and the downtown sidewalks, the walks around City Hall, and the wide walks were scrapped and salted on six dates. Snow was hauled out of the downtown area on February 26.

Freezing and thawing during the month caused the opening of numerous potholes on City streets as happens every year during the winter. Approximately 10 tons of cold patch was applied as a result. That work will continue thorough the winter. Other normal activities completed during the month included grading of unimproved streets, street tree maintenance, and claning out the yard at the Public Service Garage.

The floors and walls in the rest rooms at the Fitzgerald Field warming house were power washed and painted.

Unused equipment was hauled to Repocast at Byron Center, Mi and sold at auction. Equipment sold included four old mowers from the Cemetery, crack sealing equipment and Brush Hog from DPS, and a stainless steel sink and furnace from the Scout Building. A total of \$5,435.00 was netted from the sale.

Zoning Administrator - Monthly Report February, 2016

General Activities:

- **Permits:**
3 building permits
- **Violations:**
Trash/Junk: 6
Junk Vehicles 4
Other: 2

Zoning Board of Appeals:

- The Zoning Board of Appeals did not meet in February.

Planning Commission:

- **Meetings:**

At its regular meeting held on Thursday, February 4, 2016, the Planning Commission took the following action:

1. Approval of a request by Dr. William Brooks to utilize the vacant dental office suite in his building at 118 S. Bridge Street for a single family residential apartment.
2. Approval of a site plan to permit a 3,288 square foot addition to the south side of the office building at 403 S. Clinton Street.

The following items were approved by the Commission at its Thursday, March 3, 2016 meeting:

1. Approval of a site plan for a new manufacturing facility (Capitol Bedding) in the Industrial Park.
2. Recommendation to City Council to approve the Preliminary Plat for Phase 5 (12 lots) of Fieldstone Subdivision.

- **Master Plan Update:**

The Planning Commission has completed its review of Chapters 1-4 of the Master Plan as part of its 5 year update. The Commission will begin reviewing Chapter 5 at its April meeting. The Plan contains 6 chapters and the Commission is on pace to have the Plan update completed by the end of the year.

- **Ordinance Amendments:**

The Planning Commission continues to make progress on amendments to Article V of the Zoning Ordinance which regulates the R-LD, R-MD, One-Family Residential Districts. The primarily purpose of the amendments is to permit higher density single family residential condominium development.

Site Plan Review:

- Revised site plans addressing the conditions of the Planning Commission’s approvals must be reviewed and approved administratively for the following projects before building permits can be issued:
 1. New Capitol Bedding Manufacturing Facility – Winstanley Blvd.
 2. Key Builders Office Building Addition – 403 S. Clinton Street
 3. Library Addition – 131 E. Jefferson Street

Other:

The following items need to be submitted prior to issuance of a building permit for the new Speedway Gasoline Station at 720 S. Clinton Street:

1. Issuance of a Soil Erosion and Sedimentation Control permit from the Eaton County Drain Commissioner's Office.
2. A post construction performance bond equal to the amount of the stormwater system.
3. A recordable access easement.
4. A 1-year maintenance bond.
5. A permanent maintenance agreement.
6. An easement over the watermain located in the northwest area of the site that is not covered by the current easement.



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

Building Department • 310 Greenwood St. • Grand Ledge MI 48837

Ph: 517.622.4756 • Fax: 517.627.9796 • www.grand-ledge.com

FEBRUARY 2016 BUILDING PERMITS

Residential Permits

1109 Candela – new house

803 Woodbury Dr. – new house

855 W. Jefferson # 55 – re-roof

Commercial Permits

1093 Charlevoix – office remodel

**NOTICE OF INTENT TO ISSUE BONDS RESOLUTION FOR
CAPITAL IMPROVEMENT BONDS**

A regular meeting of the City Council of the City of Grand Ledge, Eaton County, Michigan, was held in the Council Chambers, City Hall, 310 Greenwood Street, Grand Ledge, Michigan, on Monday, the 14th day of March, 2016, at 7:30 o'clock in the evening.

Present: Council Members

Absent: Council Members

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____:

WHEREAS, the City Council has determined that it will be necessary to issue bonds of the City for the purpose of defraying all or a portion of the cost of reconstructing/resurfacing certain streets and municipal parking lots, including the installation of sidewalks, curb and gutter and related infrastructure, utility and drainage improvements, and other necessary and related improvements (the "Project"); and

WHEREAS, the cost of the Project is estimated to be Four Million Five Hundred Thousand Dollars (\$4,500,000), including all costs of construction, engineering contingencies, legal and financing costs, and other costs related to the Project and the issuance of bonds therefor; and

WHEREAS, the sum of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) needs to be financed by the issuance of one or more series of capital improvement bonds (the "Bonds") for the Project; and

WHEREAS, Section 517 of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended (the "RMFA"), and Section 5(g) of the Home Rule Cities Act, Act 279, Public Acts of Michigan, 1909, as amended (the "Home Rule Cities Act"), require the publication of a notice of intent to issue the Bonds necessary to produce the monies needed to finance all or a portion of the cost of the Project; and

WHEREAS, the City Council now desires to authorize and approve the required Notice of Intent to Issue the Bonds, and the publication thereof; and

WHEREAS, the City may wish to reimburse certain expenditures made or to be made from General Fund, or such other fund(s) of the City as determined by City officials in advance of the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Administrator or City Clerk, or a designee thereof, shall cause the following notice, in its substantial form, to be published in a newspaper of general circulation within the City of Grand Ledge as a display ad of at least 1/4 page in size:

**FORM OF
NOTICE OF INTENT TO ISSUE CAPITAL IMPROVEMENT BONDS
TO THE RESIDENTS, REGISTERED ELECTORS AND TAXPAYERS
OF THE CITY OF GRAND LEDGE
AND NOTICE OF RIGHT OF REFERENDUM**

TAKE NOTICE THAT the City Council of the City of Grand Ledge, Eaton County, Michigan, intends to authorize the issuance pursuant to Section 517 of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended, and Section 5(g) of the Home Rule Cities Act, Act 279, Public Acts of Michigan, 1909, as amended, of NOT TO EXCEED Four Million Five Hundred Thousand Dollars (\$4,500,000) City of Grand Ledge Capital Improvement Bonds (General Obligation - Limited Tax) (the "Bonds"), for the purpose of defraying all or a portion of the cost of reconstructing/resurfacing certain streets and municipal parking lots, including the installation of sidewalks, curb and gutter and related infrastructure, utility and drainage improvements, and other necessary and related improvements (the "Project").

The Bonds will be payable in not more than twenty (20) annual installments at a rate of interest to be determined upon sale of the Bonds, payable on the unpaid principal balance from time to time remaining outstanding on the Bonds. The Bonds may be issued in one or more series.

The total cost of the Project is estimated to be Four Million Five Hundred Thousand Dollars (\$4,500,000), all or a portion of which cost is to be paid from the issuance of the Bonds.

SOURCE OF PAYMENT OF THE BONDS

THE PRINCIPAL OF AND INTEREST ON THE BONDS will be payable primarily from general ad valorem taxes of the City. In addition, the Bonds will be payable as a first budget obligation from the general funds of the City, but subject to existing constitutional, statutory and charter tax rate limitations. The full faith, credit and resources of the City will be pledged for the payment of the principal of and interest on said Bonds, subject to applicable constitutional, statutory and charter tax rate limitations.

NOTICE OF RIGHT OF REFERENDUM

THIS NOTICE is given pursuant to the requirements of Section 517 of the Revised Municipal Finance Act, Act 34, Public Acts of Michigan, 2001, as amended, and Section 5(g) of the Home Rule Cities Act, Act 279, Public Acts of Michigan, 1909, as amended. If within forty-five (45) days from the publication of this NOTICE OF INTENT to issue Bonds a PETITION signed by not less than TEN PERCENT (10%) OF THE REGISTERED ELECTORS residing within the limits of the City shall have been filed with the City Clerk requesting a REFERENDUM on the question of the issuance of the Bonds, then the same shall not be issued until approved by the vote of the majority of the electors of the City qualified to vote and voting thereon at a general or special election. The current number of registered electors in the City is _____.

Further information regarding the Project is available at the office of the City Administrator, City Hall, 310 Greenwood Street, Grand Ledge, Michigan (phone 517-627-2149).

Dated: _____, 2016

Gregory L. Newman, City Clerk
City of Grand Ledge

2. The foregoing notice and method of publication thereof are hereby determined to be adequate to notify the residents of the City of their referendum rights and of the nature of the Bonds proposed to be issued, pursuant to Section 517 of the RMFA and Section 5(g) of the Home Rule Cities Act.

3. To the extent advances to pay project costs have been or are required to be made from the City's General Fund, or such other fund(s) as determined by City officials, the City shall reimburse the General Fund or other fund(s) not earlier than the date on which the expenses are paid and not later than the latter of:

- A. the date that is eighteen (18) months after the expenses are paid, or
- B. the date the project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be, and the same are, hereby rescinded.

Ayes: Council Members

Nays: Council Members

Resolution declared adopted.

Gregory L. Newman, City Clerk
City of Grand Ledge

The undersigned hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Grand Ledge at a regular meeting held on March 14, 2016, the original of which is part of the City Council's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Gregory L. Newman, City Clerk
City of Grand Ledge



TABLE OF CONTENTS

City of Grand Ledge, Michigan
2016 Capital Improvement Bonds (Limited Tax General Obligation)
Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
Preliminary, Estimated Interest Rates as of March 2, 2016
Assumes Bond Rating of 'AA'

Report	Page
2016 Capital Improvement Bonds (Limited Tax General Obligation)	
Sources and Uses of Funds	1
Bond Pricing	2
Bond Summary Statistics	3
Bond Debt Service	4
Form 8038 Statistics	6
Proof of Arbitrage Yield	7
Road Improvements (15 Year)	
Net Debt Service	8
Road Improvements (5 Year)	
Net Debt Service	10
Parking Improvements (16 Year)	
Net Debt Service	12
2016 Capital Improvement Bonds (Limited Tax General Obligation)	
IMPORTANT DISCLOSURES	14



SOURCES AND USES OF FUNDS

City of Grand Ledge, Michigan
2016 Capital Improvement Bonds (Limited Tax General Obligation)
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Dated Date 05/01/2016
Delivery Date 05/01/2016

Table with columns: Sources, Road Improvements (15 Year), Road Improvements (5 Year), Parking Improvements (16 Year), Total. Rows include Bond Proceeds, Project Fund Deposits, Cost of Issuance, Delivery Date Expenses, and Other Uses of Funds.

Notes:

Robert W. Baird & Co. Incorporated ('Baird') is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information.

BOND PRICING

City of Grand Ledge, Michigan
 2016 Capital Improvement Bonds (Limited Tax General Obligation)
 Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
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Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds Through 2032:					
	05/01/2017	395,000	0.920%	0.920%	100.000
	05/01/2018	400,000	1.100%	1.100%	100.000
	05/01/2019	400,000	1.230%	1.230%	100.000
	05/01/2020	405,000	1.370%	1.370%	100.000
	05/01/2021	405,000	1.540%	1.540%	100.000
	05/01/2022	205,000	1.730%	1.730%	100.000
	05/01/2023	205,000	1.930%	1.930%	100.000
	05/01/2024	215,000	2.110%	2.110%	100.000
	05/01/2025	215,000	2.230%	2.230%	100.000
	05/01/2026	220,000	2.420%	2.420%	100.000
	05/01/2027	225,000	2.620%	2.620%	100.000
	05/01/2028	235,000	2.800%	2.800%	100.000
	05/01/2029	235,000	2.900%	2.900%	100.000
	05/01/2030	245,000	3.010%	3.010%	100.000
	05/01/2031	255,000	3.100%	3.100%	100.000
	05/01/2032	125,000	3.200%	3.200%	100.000
		4,385,000			

Dated Date	05/01/2016	
Delivery Date	05/01/2016	
First Coupon	11/01/2016	
Par Amount	4,385,000.00	
Original Issue Discount		
Production	4,385,000.00	100.000000%
Underwriter's Discount	-87,700.00	-2.000000%
Purchase Price	4,297,300.00	98.000000%
Accrued Interest		
Net Proceeds	4,297,300.00	

BOND SUMMARY STATISTICS

City of Grand Ledge, Michigan
 2016 Capital Improvement Bonds (Limited Tax General Obligation)
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Dated Date	05/01/2016
Delivery Date	05/01/2016
Last Maturity	05/01/2032
Arbitrage Yield	2.394866%
True Interest Cost (TIC)	2.704502%
Net Interest Cost (NIC)	2.699046%
NIC w/Interest only	2.426389%
NIC w/Interest & OID	2.426389%
NIC w/Interest, OID & Und. Discount	2.699046%
All-In TIC	2.869242%
Average Coupon	2.426389%
Average Life (years)	7.335
Duration of Issue (years)	6.577
Par Amount	4,385,000.00
Bond Proceeds	4,385,000.00
Total Interest	780,448.00
Net Interest	868,148.00
Total Debt Service	5,165,448.00
Maximum Annual Debt Service	481,833.00
Average Annual Debt Service	322,840.50
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds Through 2032	4,385,000.00	100.000	2.426%	7.335	2,824.00
	4,385,000.00			7.335	2,824.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,385,000.00	4,385,000.00	4,385,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-87,700.00	-87,700.00	
- Cost of Issuance Expense		-45,568.00	
- Other Amounts			
Target Value	4,297,300.00	4,251,732.00	4,385,000.00
Target Date	05/01/2016	05/01/2016	05/01/2016
Yield	2.704502%	2.869242%	2.394866%



BOND DEBT SERVICE

City of Grand Ledge, Michigan
 2016 Capital Improvement Bonds (Limited Tax General Obligation)
 Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
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Dated Date 05/01/2016
 Delivery Date 05/01/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2016			42,733.50	42,733.50	
05/01/2017	395,000	0.920%	42,733.50	437,733.50	
06/30/2017					480,467.00
11/01/2017			40,916.50	40,916.50	
05/01/2018	400,000	1.100%	40,916.50	440,916.50	
06/30/2018					481,833.00
11/01/2018			38,716.50	38,716.50	
05/01/2019	400,000	1.230%	38,716.50	438,716.50	
06/30/2019					477,433.00
11/01/2019			36,256.50	36,256.50	
05/01/2020	405,000	1.370%	36,256.50	441,256.50	
06/30/2020					477,513.00
11/01/2020			33,482.25	33,482.25	
05/01/2021	405,000	1.540%	33,482.25	438,482.25	
06/30/2021					471,964.50
11/01/2021			30,363.75	30,363.75	
05/01/2022	205,000	1.730%	30,363.75	235,363.75	
06/30/2022					265,727.50
11/01/2022			28,590.50	28,590.50	
05/01/2023	205,000	1.930%	28,590.50	233,590.50	
06/30/2023					262,181.00
11/01/2023			26,612.25	26,612.25	
05/01/2024	215,000	2.110%	26,612.25	241,612.25	
06/30/2024					268,224.50
11/01/2024			24,344.00	24,344.00	
05/01/2025	215,000	2.230%	24,344.00	239,344.00	
06/30/2025					263,688.00
11/01/2025			21,946.75	21,946.75	
05/01/2026	220,000	2.420%	21,946.75	241,946.75	
06/30/2026					263,893.50
11/01/2026			19,284.75	19,284.75	
05/01/2027	225,000	2.620%	19,284.75	244,284.75	
06/30/2027					263,569.50
11/01/2027			16,337.25	16,337.25	
05/01/2028	235,000	2.800%	16,337.25	251,337.25	
06/30/2028					267,674.50
11/01/2028			13,047.25	13,047.25	
05/01/2029	235,000	2.900%	13,047.25	248,047.25	
06/30/2029					261,094.50
11/01/2029			9,639.75	9,639.75	
05/01/2030	245,000	3.010%	9,639.75	254,639.75	
06/30/2030					264,279.50
11/01/2030			5,952.50	5,952.50	
05/01/2031	255,000	3.100%	5,952.50	260,952.50	
06/30/2031					266,905.00
11/01/2031			2,000.00	2,000.00	
05/01/2032	125,000	3.200%	2,000.00	127,000.00	
06/30/2032					129,000.00
	4,385,000		780,448.00	5,165,448.00	5,165,448.00



BOND DEBT SERVICE

City of Grand Ledge, Michigan
2016 Capital Improvement Bonds (Limited Tax General Obligation)
Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
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Assumes Bond Rating of 'AA'

Dated Date 05/01/2016
Delivery Date 05/01/2016

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2017	395,000	0.920%	85,467.00	480,467.00
06/30/2018	400,000	1.100%	81,833.00	481,833.00
06/30/2019	400,000	1.230%	77,433.00	477,433.00
06/30/2020	405,000	1.370%	72,513.00	477,513.00
06/30/2021	405,000	1.540%	66,964.50	471,964.50
06/30/2022	205,000	1.730%	60,727.50	265,727.50
06/30/2023	205,000	1.930%	57,181.00	262,181.00
06/30/2024	215,000	2.110%	53,224.50	268,224.50
06/30/2025	215,000	2.230%	48,688.00	263,688.00
06/30/2026	220,000	2.420%	43,893.50	263,893.50
06/30/2027	225,000	2.620%	38,569.50	263,569.50
06/30/2028	235,000	2.800%	32,674.50	267,674.50
06/30/2029	235,000	2.900%	26,094.50	261,094.50
06/30/2030	245,000	3.010%	19,279.50	264,279.50
06/30/2031	255,000	3.100%	11,905.00	266,905.00
06/30/2032	125,000	3.200%	4,000.00	129,000.00
	4,385,000		780,448.00	5,165,448.00



FORM 8038 STATISTICS

City of Grand Ledge, Michigan
 2016 Capital Improvement Bonds (Limited Tax General Obligation)
 Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
 Preliminary, Estimated Interest Rates as of March 2, 2016
 Assumes Bond Rating of 'AA'

Dated Date 05/01/2016
 Delivery Date 05/01/2016

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial Bonds Through 2032:						
	05/01/2017	395,000.00	0.920%	100.000	395,000.00	395,000.00
	05/01/2018	400,000.00	1.100%	100.000	400,000.00	400,000.00
	05/01/2019	400,000.00	1.230%	100.000	400,000.00	400,000.00
	05/01/2020	405,000.00	1.370%	100.000	405,000.00	405,000.00
	05/01/2021	405,000.00	1.540%	100.000	405,000.00	405,000.00
	05/01/2022	205,000.00	1.730%	100.000	205,000.00	205,000.00
	05/01/2023	205,000.00	1.930%	100.000	205,000.00	205,000.00
	05/01/2024	215,000.00	2.110%	100.000	215,000.00	215,000.00
	05/01/2025	215,000.00	2.230%	100.000	215,000.00	215,000.00
	05/01/2026	220,000.00	2.420%	100.000	220,000.00	220,000.00
	05/01/2027	225,000.00	2.620%	100.000	225,000.00	225,000.00
	05/01/2028	235,000.00	2.800%	100.000	235,000.00	235,000.00
	05/01/2029	235,000.00	2.900%	100.000	235,000.00	235,000.00
	05/01/2030	245,000.00	3.010%	100.000	245,000.00	245,000.00
	05/01/2031	255,000.00	3.100%	100.000	255,000.00	255,000.00
	05/01/2032	125,000.00	3.200%	100.000	125,000.00	125,000.00
		4,385,000.00			4,385,000.00	4,385,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2032	3.200%	125,000.00	125,000.00		
Entire Issue			4,385,000.00	4,385,000.00	7.3352	2.3949%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	133,268.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00



PROOF OF ARBITRAGE YIELD

City of Grand Ledge, Michigan
2016 Capital Improvement Bonds (Limited Tax General Obligation)
Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
Preliminary, Estimated Interest Rates as of March 2, 2016
Assumes Bond Rating of 'AA'

Table with 5 columns: Date, Debt Service, Total, PV Factor, Present Value to 05/01/2016 @ 2.3948662781%. Rows list dates from 11/01/2016 to 05/01/2032 with corresponding values.

Proceeds Summary

Table with 2 columns: Description and Value. Rows include Delivery date (05/01/2016), Par Value (4,385,000.00), and Target for yield calculation (4,385,000.00).



NET DEBT SERVICE

City of Grand Ledge, Michigan
Road Improvements (15 Year)

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
11/01/2016			17,602.75	17,602.75	17,602.75	
05/01/2017	100,000	0.920%	17,602.75	117,602.75	117,602.75	
06/30/2017						135,205.50
11/01/2017			17,142.75	17,142.75	17,142.75	
05/01/2018	100,000	1.100%	17,142.75	117,142.75	117,142.75	
06/30/2018						134,285.50
11/01/2018			16,592.75	16,592.75	16,592.75	
05/01/2019	100,000	1.230%	16,592.75	116,592.75	116,592.75	
06/30/2019						133,185.50
11/01/2019			15,977.75	15,977.75	15,977.75	
05/01/2020	100,000	1.370%	15,977.75	115,977.75	115,977.75	
06/30/2020						131,955.50
11/01/2020			15,292.75	15,292.75	15,292.75	
05/01/2021	100,000	1.540%	15,292.75	115,292.75	115,292.75	
06/30/2021						130,585.50
11/01/2021			14,522.75	14,522.75	14,522.75	
05/01/2022	105,000	1.730%	14,522.75	119,522.75	119,522.75	
06/30/2022						134,045.50
11/01/2022			13,614.50	13,614.50	13,614.50	
05/01/2023	105,000	1.930%	13,614.50	118,614.50	118,614.50	
06/30/2023						132,229.00
11/01/2023			12,601.25	12,601.25	12,601.25	
05/01/2024	110,000	2.110%	12,601.25	122,601.25	122,601.25	
06/30/2024						135,202.50
11/01/2024			11,440.75	11,440.75	11,440.75	
05/01/2025	110,000	2.230%	11,440.75	121,440.75	121,440.75	
06/30/2025						132,881.50
11/01/2025			10,214.25	10,214.25	10,214.25	
05/01/2026	115,000	2.420%	10,214.25	125,214.25	125,214.25	
06/30/2026						135,428.50
11/01/2026			8,822.75	8,822.75	8,822.75	
05/01/2027	115,000	2.620%	8,822.75	123,822.75	123,822.75	
06/30/2027						132,645.50
11/01/2027			7,316.25	7,316.25	7,316.25	
05/01/2028	120,000	2.800%	7,316.25	127,316.25	127,316.25	
06/30/2028						134,632.50
11/01/2028			5,636.25	5,636.25	5,636.25	
05/01/2029	120,000	2.900%	5,636.25	125,636.25	125,636.25	
06/30/2029						131,272.50
11/01/2029			3,896.25	3,896.25	3,896.25	
05/01/2030	125,000	3.010%	3,896.25	128,896.25	128,896.25	
06/30/2030						132,792.50
11/01/2030			2,015.00	2,015.00	2,015.00	
05/01/2031	130,000	3.100%	2,015.00	132,015.00	132,015.00	
06/30/2031						134,030.00
	1,655,000		345,377.50	2,000,377.50	2,000,377.50	2,000,377.50



NET DEBT SERVICE

City of Grand Ledge, Michigan
Road Improvements (15 Year)

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
06/30/2017	100,000	0.920%	35,205.50	135,205.50	135,205.50
06/30/2018	100,000	1.100%	34,285.50	134,285.50	134,285.50
06/30/2019	100,000	1.230%	33,185.50	133,185.50	133,185.50
06/30/2020	100,000	1.370%	31,955.50	131,955.50	131,955.50
06/30/2021	100,000	1.540%	30,585.50	130,585.50	130,585.50
06/30/2022	105,000	1.730%	29,045.50	134,045.50	134,045.50
06/30/2023	105,000	1.930%	27,229.00	132,229.00	132,229.00
06/30/2024	110,000	2.110%	25,202.50	135,202.50	135,202.50
06/30/2025	110,000	2.230%	22,881.50	132,881.50	132,881.50
06/30/2026	115,000	2.420%	20,428.50	135,428.50	135,428.50
06/30/2027	115,000	2.620%	17,645.50	132,645.50	132,645.50
06/30/2028	120,000	2.800%	14,632.50	134,632.50	134,632.50
06/30/2029	120,000	2.900%	11,272.50	131,272.50	131,272.50
06/30/2030	125,000	3.010%	7,792.50	132,792.50	132,792.50
06/30/2031	130,000	3.100%	4,030.00	134,030.00	134,030.00
	1,655,000		345,377.50	2,000,377.50	2,000,377.50



NET DEBT SERVICE

City of Grand Ledge, Michigan
Road Improvements (5 Year)

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
11/01/2016			6,363.75	6,363.75	6,363.75	
05/01/2017	200,000	0.920%	6,363.75	206,363.75	206,363.75	
06/30/2017						212,727.50
11/01/2017			5,443.75	5,443.75	5,443.75	
05/01/2018	205,000	1.100%	5,443.75	210,443.75	210,443.75	
06/30/2018						215,887.50
11/01/2018			4,316.25	4,316.25	4,316.25	
05/01/2019	205,000	1.230%	4,316.25	209,316.25	209,316.25	
06/30/2019						213,632.50
11/01/2019			3,055.50	3,055.50	3,055.50	
05/01/2020	210,000	1.370%	3,055.50	213,055.50	213,055.50	
06/30/2020						216,111.00
11/01/2020			1,617.00	1,617.00	1,617.00	
05/01/2021	210,000	1.540%	1,617.00	211,617.00	211,617.00	
06/30/2021						213,234.00
	1,030,000		41,592.50	1,071,592.50	1,071,592.50	1,071,592.50

NET DEBT SERVICE

City of Grand Ledge, Michigan
Road Improvements (5 Year)

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
06/30/2017	200,000	0.920%	12,727.50	212,727.50	212,727.50
06/30/2018	205,000	1.100%	10,887.50	215,887.50	215,887.50
06/30/2019	205,000	1.230%	8,632.50	213,632.50	213,632.50
06/30/2020	210,000	1.370%	6,111.00	216,111.00	216,111.00
06/30/2021	210,000	1.540%	3,234.00	213,234.00	213,234.00
	1,030,000		41,592.50	1,071,592.50	1,071,592.50



NET DEBT SERVICE

City of Grand Ledge, Michigan
Parking Improvements (16 Year)

Date	Principal	Coupon	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
11/01/2016			18,767.00	18,767.00	18,767.00	
05/01/2017	95,000	0.920%	18,767.00	113,767.00	113,767.00	
06/30/2017						132,534.00
11/01/2017			18,330.00	18,330.00	18,330.00	
05/01/2018	95,000	1.100%	18,330.00	113,330.00	113,330.00	
06/30/2018						131,660.00
11/01/2018			17,807.50	17,807.50	17,807.50	
05/01/2019	95,000	1.230%	17,807.50	112,807.50	112,807.50	
06/30/2019						130,615.00
11/01/2019			17,223.25	17,223.25	17,223.25	
05/01/2020	95,000	1.370%	17,223.25	112,223.25	112,223.25	
06/30/2020						129,446.50
11/01/2020			16,572.50	16,572.50	16,572.50	
05/01/2021	95,000	1.540%	16,572.50	111,572.50	111,572.50	
06/30/2021						128,145.00
11/01/2021			15,841.00	15,841.00	15,841.00	
05/01/2022	100,000	1.730%	15,841.00	115,841.00	115,841.00	
06/30/2022						131,682.00
11/01/2022			14,976.00	14,976.00	14,976.00	
05/01/2023	100,000	1.930%	14,976.00	114,976.00	114,976.00	
06/30/2023						129,952.00
11/01/2023			14,011.00	14,011.00	14,011.00	
05/01/2024	105,000	2.110%	14,011.00	119,011.00	119,011.00	
06/30/2024						133,022.00
11/01/2024			12,903.25	12,903.25	12,903.25	
05/01/2025	105,000	2.230%	12,903.25	117,903.25	117,903.25	
06/30/2025						130,806.50
11/01/2025			11,732.50	11,732.50	11,732.50	
05/01/2026	105,000	2.420%	11,732.50	116,732.50	116,732.50	
06/30/2026						128,465.00
11/01/2026			10,462.00	10,462.00	10,462.00	
05/01/2027	110,000	2.620%	10,462.00	120,462.00	120,462.00	
06/30/2027						130,924.00
11/01/2027			9,021.00	9,021.00	9,021.00	
05/01/2028	115,000	2.800%	9,021.00	124,021.00	124,021.00	
06/30/2028						133,042.00
11/01/2028			7,411.00	7,411.00	7,411.00	
05/01/2029	115,000	2.900%	7,411.00	122,411.00	122,411.00	
06/30/2029						129,822.00
11/01/2029			5,743.50	5,743.50	5,743.50	
05/01/2030	120,000	3.010%	5,743.50	125,743.50	125,743.50	
06/30/2030						131,487.00
11/01/2030			3,937.50	3,937.50	3,937.50	
05/01/2031	125,000	3.100%	3,937.50	128,937.50	128,937.50	
06/30/2031						132,875.00
11/01/2031			2,000.00	2,000.00	2,000.00	
05/01/2032	125,000	3.200%	2,000.00	127,000.00	127,000.00	
06/30/2032						129,000.00
	1,700,000		393,478.00	2,093,478.00	2,093,478.00	2,093,478.00

NET DEBT SERVICE

City of Grand Ledge, Michigan
Parking Improvements (16 Year)

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
06/30/2017	95,000	0.920%	37,534.00	132,534.00	132,534.00
06/30/2018	95,000	1.100%	36,660.00	131,660.00	131,660.00
06/30/2019	95,000	1.230%	35,615.00	130,615.00	130,615.00
06/30/2020	95,000	1.370%	34,446.50	129,446.50	129,446.50
06/30/2021	95,000	1.540%	33,145.00	128,145.00	128,145.00
06/30/2022	100,000	1.730%	31,682.00	131,682.00	131,682.00
06/30/2023	100,000	1.930%	29,952.00	129,952.00	129,952.00
06/30/2024	105,000	2.110%	28,022.00	133,022.00	133,022.00
06/30/2025	105,000	2.230%	25,806.50	130,806.50	130,806.50
06/30/2026	105,000	2.420%	23,465.00	128,465.00	128,465.00
06/30/2027	110,000	2.620%	20,924.00	130,924.00	130,924.00
06/30/2028	115,000	2.800%	18,042.00	133,042.00	133,042.00
06/30/2029	115,000	2.900%	14,822.00	129,822.00	129,822.00
06/30/2030	120,000	3.010%	11,487.00	131,487.00	131,487.00
06/30/2031	125,000	3.100%	7,875.00	132,875.00	132,875.00
06/30/2032	125,000	3.200%	4,000.00	129,000.00	129,000.00
	1,700,000		393,478.00	2,093,478.00	2,093,478.00



IMPORTANT DISCLOSURES

City of Grand Ledge, Michigan
2016 Capital Improvement Bonds (Limited Tax General Obligation)
Scenario 2 :: 2016 Bonds - \$4.25 Million Parking and Road Improvements
Preliminary, Estimated Interest Rates as of March 2, 2016
Assumes Bond Rating of 'AA'

As required for all underwriters by the Municipal Securities Rulemaking Board ("MSRB"), Robert W. Baird & Co. Incorporated ("Baird") is hereby providing you with certain disclosures.

Robert W. Baird & Co. Incorporated ("Baird") is providing the information contained herein and/or accompanying materials (the "Materials") for discussion or general informational purposes only, in seeking to serve as underwriter (or placement agent) for a possible issuance of municipal securities you may be considering.

Municipal Securities Rulemaking Board Rule G-17 requires an underwriter (or placement agent) to deal fairly at all times with both municipal issuers and investors. As underwriter, Baird's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction between you and Baird. In its role as underwriter (or placement agent), Baird has financial and other interests that differ from your interests. As part of our services as underwriter (or placement agent), Baird may provide advice concerning the structure, timing, terms, and other similar matters concerning an issuance of municipal securities you are considering. Any such advice, however, would be provided by Baird in the context of serving as an underwriter (or placement agent) and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, Baird as an underwriter (or placement agent) does not have a fiduciary duty to the issuer under the federal securities law and is therefore not required by federal law to act in the best interests of an Issuer without regard to its own financial or other interests. As underwriter (or placement agent), Baird has a duty to purchase (or facilitate the purchase of) securities from an issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. As underwriter (or placement agent), Baird will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any opinions or estimates contained in the Materials represent the judgment of Baird at this time, and are subject to change without notice. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Grand Ledge City Council Resolution #____ of 2016

A Resolution to Approve a Materials Management Agreement with Synagro Central, LLC.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 14 March 2016, 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, Synagro Central, LLC, has submitted a Materials Management Agreement (“Agreement”) to continue the pumping, hauling, and disposal by land application of liquid biosolids from the Wastewater Treatment Plant to approved agricultural sites; and

Whereas, the City determines it in the best interests of the public health, safety and welfare of the citizens of the City of Grand Ledge to approve the Agreement;

Now, Therefore, It Is Resolved:

1. The City approves the Agreement with Synagro Central, LLC, as attached.
2. The City directs the City Administrator and Finance Director / Treasurer to appropriate the funds necessary to implement the Agreement.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute the Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute the 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 the Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory L. Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2016, adopted by the Grand Ledge City Council at a special meeting held on Monday, 14 March 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk



Date: March 10, 2016

To: Grand Ledge City Council

From: Larry LaHaie, Public Service Director

RE: Materials Management Agreement - Synagro

The attached Materials Management Agreement between the City of Grand Ledge and Synagro of Baltimore, MD is for the pumping, hauling, and disposal by land application of liquid biosolids from the City's wastewater treatment plant to approved agricultural sites. Synagro also collects samples for analysis, documents and maintains records of land application sites and loading rates, ensures compliance with State and Federal regulations, and prepares the annual Biosolids report for MDEQ. Synagro, or its predecessor companies, have been performing these services for the City since 1983.

The Agreement is for a three-year period beginning March 1, 2016 and ending February 28, 2019. It will provide for the transporting and land application of up to 1,200,000 gallons of biosolids at a price of \$0.0403/gallon adjusted annually according to a formula based on the Consumer Price Index.

The City's relationship with Synagro has been problem free for decades and has kept the City in full compliance with State requirements. I would recommend the attached Agreement be approved at the March 14, 2016 City Council meeting.



Materials Management Agreement

This Agreement made and entered into as of this ____ day of March 2016 by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Grand Ledge, MI			
	Street Address			
	200 East Jefferson			
	City / Town	County	State	Zip Code
	Grand Ledge	Eaton	MI	48837
C O N T R A C T O R	Synagro Legal Name			
	Synagro Central, LLC.			
	Street Address			
	435 Williams Court Suite 100			
	City / Town	State	Zip Code	
	Baltimore	MD	21220	
T E R M	Commencement Date March 1, 2016		Expiration Date February 28, 2019	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
B I L L I N G	Customer Contact Name		Telephone # (517)627-5744	
	Street Number / P.O. Box		Fax # (517) 627-9796	
	Address 200 East Jefferson		Contact Person Larry Lahaie/ Doug Waldrop	
			E-mail Address llahaie@grand-ledge.com/dwaldrop@grand-ledge.com	
	City / State Grand Ledge, MI		Zip Code 48837	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

<p>Scope of Service.</p> <p>Contractor shall provide the necessary supervision, labor and equipment to load liquid, pump able Customer Materials into transport vehicles and to transport the Customer Materials to suitable farmland in accordance with laws.</p> <p>Contractor shall haul Customer materials three times annually, during spring, summer and fall to correlate with available farmland during those times. This is typically between April and December of each year.</p> <p>Contractor shall provide to the Customer a copy of a load sheet which details the following; date, time loaded, truck number, driver name, gallons loaded on the vehicle, and farm destination. The quantity of material loaded on a vehicle shall be mutually agreed to by Contractor and the Customer, and be used for billing purposes.</p> <p>Contractor shall provide labor and land application equipment to properly apply the Customer Materials by subsurface injection to suitable application sites at agronomic rates in accordance with laws.</p> <p>Contractor shall complete any required federal or state biosolids disposal sheets as required by Customers Residuals Management Plan ("RMP").</p> <p>Additional ancillary services with respect to materials testing/analysis & confined space tank cleaning/work by the Contractor are included in the proposed work.</p>
<p>Customer Materials.</p> <p>Customer Materials shall consist of the following:</p> <p>Customer expects to provide the contractor with approximately 1,200,000 gallons of high quality, stabilized biosolids suitable for agricultural/ beneficial use under applicable federal, state and local laws & Regulations.</p> <p>The liquid Biosolids are expected to typically have a dry solids content of 2-10% TS content.</p> <p>Owner shall abide by and have definition and responsibility as preparer of the biosolids under the requirements of the USEPA 40 CFR part 503.</p>
<p>Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner: Contractor shall obtain the Customer Materials from the Customers Storage Tank /Digester by hydraulic pump provided by the Contractor.</p>
<p>"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:</p> <ol style="list-style-type: none"> 1. City of Grand Ledge wastewater treatment plant located in Grand Ledge, MI
<p>Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.</p>

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$0.0403	1,200,000	Gallon	Transport liquid biosolids from Customer Facility to permitted land and land-apply liquid biosolids
\$440.90	1	sample	Standard Metals & Nutrients Sample (Two samples per year are included in the per gallon rate.)
\$629.86	1	Set	Fecal Coliform Testing (set of seven replicates)
\$500.00	1	Hour	Confined space work

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on March 1, 2017 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Midwest Urban with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

New Price = (Price Adjustment) x First Year Agreement Price

Price Adjustment = $1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$

CPI = _____

Base CPI = February 2016

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration –Midwest) is at, or exceeds, \$3.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest as published by the U.S. Department of Energy's Energy Information Administration for Midwest and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Base Price = \$3.00 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$3.00 (Base Price)	None
\$3.01 - \$3.099	1.0 %
\$3.10 - \$3.199	2.0 %
\$3.20 - \$3.299	3.0

For each \$0.10/gallon increase thereafter add 1.0%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (Midwest)

GENERAL TERMS AND CONDITIONS

1. Definitions. As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. Services. Contractor shall provide Contractor Services to Customer.

4. Price and Adjustments.

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming

Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. Ownership of Materials. Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. Rejection or Revocation of Acceptance of Materials.

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. Record Keeping. Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. Terms of Payment. Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. Default Termination.

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;

- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's

personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State of Delaware.

24. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by

the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100
 Baltimore, MD 21220
 Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Land Application of Biosolids.** If land application is an Intended Use of Customer Materials, the following shall apply:
 - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.
 - b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI

Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Cadmium.** Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.
5. **Disease Vectors.** Customer Materials shall not attract disease vectors that endanger public health.
6. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

MEMO

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

FROM: Susan Stachowiak, Zoning Administrator

DATE: March 8, 2016

RE: Preliminary Plat – Phase 5, Fieldstone Subdivision

At its March 3, 2016 meeting, the Planning Commission voted unanimously to recommend approval of the Preliminary Plat for Phase 5 of Fieldstone Subdivision with the following conditions:

1. A ~~5-foot wide~~^{ARS} sidewalk, as required by City Ordinance No. 173, must be provided in the Saginaw Highway right-of-way north of Lots 127, 128 & 129; and [ten (10') foot wide] ARS
2. Compliance with the conditions contained in the City Engineer's letter dated 2/8/2016."

The subject property was annexed into the City in 2015. The first 4 phases of Fieldstone Subdivision are located in Oneida Township. The proposed phase 5 is merely an extension of the existing subdivision from where it current ends at the north terminus of Stone Bluff Drive. This phase will complete the subdivision as it was designed in the original preliminary plat.

If I can answer any questions, or provide additional information, please contact me at 517-627-2149 or on my cell phone at 810-287-2743.

Thank you.

CITY OF GRAND LEDGE ZONING DEPARTMENT

PRELIMINARY PLAT - FIELDSTONE FARMS SUBDIVISION NO. 5

PREPARED BY: Susan Stachowiak, Zoning Administrator

DATE: March 8, 2016

GENERAL INFORMATION

APPLICANT/OWNER: Eric & Sondra Gilbert
4072 Tall Oaks Drive
Grand Ledge, MI 48837

REQUESTED ACTION: Preliminary Plat Approval – Phase 5 (lots 121-132),
Fieldstone Farms Subdivision.

EXISTING ZONING: R-MD, Single Family Residential

GENERAL LOCATION: The subject property is located between Saginaw
Highway and the north end of Stone Bluff Drive.

ADJACENT LAND USES: N Single Family Residential
S Single Family Residential
E Single Family Residential
W Vacant

ADJACENT ZONING: N “B-1” Highway Servicer District
S “R2-A” Medium Density Residential District
(Township Zoning)
E “R2-A” Medium Density Residential District
(Township Zoning)
W R-MD, Single Family Residential District

MASTER PLAN: The Master Plan designates the subject property
for single family residential use.

PROJECT HISTORY:

The first 4 phases of Fieldstone Subdivision are located in Oneida Township. The subject property, along with the properties to its north and west, were annexed into the City of Grand Ledge in 2015. The proposed phase 5 is merely an extension of the existing subdivision from where it current ends at the north terminus of Stone Bluff Drive. This phase will complete the subdivision as it was designed in the original preliminary plat.

Zoning Ordinance Requirements

The subject property is zoned R-MD, Single Family Residential which permits the proposed development.

The Zoning Ordinance requires a minimum lot width of 65 feet and a minimum lot size of 8,450 square feet. The proposed lots exceed these requirements.

The building setbacks shown on the preliminary plat are the minimum required by the Zoning Ordinance:

- Front yard setback: 25 feet
- Rear yard setback: 35 feet
- Side yard setbacks: 5 feet on one side and a total of 15 for both sides

Other minimum Zoning Ordinance development standards are as follows:

- Minimum House Size: 500 square feet (ground floor area)
960 square feet (total minimum floor area)
- Lot coverage: 30% maximum (buildings)
- Building height: 25 feet & 2 stories maximum

Subdivision Ordinance Requirements

The following items required by the Subdivision Ordinance have or have not been shown on the proposed Preliminary Plat:

- Proposed name of subdivision.....yes
- Location by section, town and range, or by other legal description.....yes
- Names & addresses of subdivider & professional who designed the subdivision.....yes
- Subdividers interest in the land.....yes
- Date.....yes
- North point and scale.....yes
- Layout of streets indicating proposed names, rights-of-way widths and connections with adjoining platted streets.....yes
- Topography drawn as contours with an interval of 5 feet.....yes
- Layout, numbers and dimensions of lots.....yes
- Indication of proposed uses of parcels to be dedicated or set aside for public use or for use by the property owners in the subdivision.....yes
- Lands set aside for future street connections.....n/a
- Indication of system proposed for sewage disposal.....yes
- Indication of system proposed for water supply.....yes
- Indication of system proposed for storm drainage.....yes

Development Requirements

The preliminary plat demonstrates compliance with the following minimum street design standards required by Article V, Design Standards and Article VI, Improvements, of Chapter 182 of the City of Grand Ledge Subdivision Ordinance:

“66-foot right-of-way, 27-foot bituminous or concrete pavement with integral curb measured from outside of curb to outside of curb, ten-and-one-half-foot separation strip and five-foot concrete sidewalk on each side of roadway, and one foot of space between sidewalk and right-of-way line on each side.”

The required 5 foot wide sidewalk is shown on the plat.

Existing trees near street rights-of-way must be preserved by the subdivider. Street trees must be provided at least one per lot of no less than one-inch caliber in size in a location and of a specified as approved by the Public Service Department.

Street name signs must be placed at all street intersections within or abutting the subdivision, and they shall be located as follows in the order of preference of the subdivider:

- A. Next to stop sign.
- B. At N.E. corner of intersection.
- C. At S.E. corner of intersection.

Permanent monuments shall be installed in compliance with and as specified by Act 288 of the Public Acts of 1967, State of Michigan, as amended.

All streets must be lighted in a manner approved by the City. The developer shall secure proposed street lighting plans from the servicing utility for modification and/or approval by the City prior to final plat approval. All installation costs must be paid by the developer.

Fire hydrants must be provided in accordance with all Fire Department rules and regulations.

Utilities are shown on the preliminary plat as required by the Subdivision Ordinance. Refer to letter dated 2/8/16 from City Engineer Jim Foster. Construction plans for the utilities and streets must be reviewed and approved by the City Engineer, Public Service District and Fire Department prior to installation of any infrastructure improvements.

Approval Procedure

Fieldstone Subdivision has already received the necessary preliminary plat approvals from the various State and County agencies required by Sections 113 through 118 of the State of Michigan Land Division Act (P.A. 288 of 1967), as amended.

Preliminary Plat - Phase 5, Fieldstone Subdivision

March 8, 2016

Page 4

The preliminary plat complies with all other requirements of P.A. 288 as well.

A public hearing was held by the Planning Commission at its March 3, 2016 meeting. Notice of the public hearing was been provided to all land owners adjoining the subject property as required by Section 182-10 of the Subdivision Ordinance. The only comments received at the public hearing were from the developer and the surveyor who prepared the plat.

Section 182-9 states:

“The Planning Commission shall approve, approve conditionally, or disapprove the proposed plat.”

At its March 3, 2016 meeting, the Planning Commission voted unanimously to recommend approval of the preliminary plat. It is now being forwarded to the City Council for final action. Approval of the preliminary plat allows the subdivider to proceed with the preparation of a final plat, which must conform substantially to the approved preliminary plat. Although preliminary plat approval does not constitute approval of the final plat, it is considered approval of the layout which serves as a guide to the preparation of a final plat.

Construction plans for the utilities and streets must be reviewed and approved by the City Engineer, Public Service District and Fire Department prior to installation of any infrastructure improvements.

STAFF RECOMMENDATION

The following motion is offered for the City Council’s consideration:

"I make a motion to approve the Preliminary Plat for Phase 5 of Fieldstone Subdivision (lots 121-132), as depicted on the plan dated 1/27/2016, with the following conditions:

1. A ~~5-foot wide~~ ^{10-foot wide ARS} sidewalk, as required by City Ordinance No. 173, must be provided in the Saginaw Highway right-of-way north of Lots 127, 128 & 129; and
2. Compliance with the conditions contained in the City Engineer’s letter dated 2/8/2016.”

Respectfully Submitted,

Susan Stachowiak
Zoning Administrator



2/8/2016

Re: Fieldstone Farms No. 5 – Preliminary Plat Review
 Project No: 16001

Susan Stachowiak
 Zoning Administrator
 City of Grand Ledge
 310 Greenwood Street
 Grand Ledge, MI 48837

Dear Susan:

We are in receipt of your memorandum dated February 3, 2016 for a Preliminary Plat Review of Phase 5, Fieldstone Farms. Plans have been prepared by Mr. Larry Bryan, P.S. of KEBS, Inc. of Haslett, Michigan. We offer you the following comments:

The proposed plat consists of the addition of 12 lots (Lots 121 through 132) that will connect Silver Leaf Drive to Stone Bluff Drive and extending Stone Bluff Drive north to Saginaw Highway. The following is the zoning for the development. Each lot meets the 8,450 square feet and 65 foot lot width requirement.

USE DISTRICT	MINIMUM YARD SETBACK			
	FRONT	SIDE	SIDE	REAR
R-MD REQ'D	25'	5' Min	15' Total	35'
R-MD - PROVIDED	25'	7.5'	15'	35'

General Comments

1. Water System:
 - a. The proposed water main on Saginaw Highway should be indicated as a 12-inch water main, not an 8-inch.
 - b. Proposed water system connection on Overbrook Lane to Fieldview Drive should be provided at this time for water reliability.
2. Sanitary Sewer System:
 - a. It appears that the sanitary sewer main line at the proposed upstream end at the north end is roughly 6.5 feet in depth. It is likely that gravity service to basements will be difficult within this phase without the use of a pump.

3. Stormwater Management:

- a. It appears that off-site stormwater is planned to be collected by the proposed storm sewer system. Petitioner to provide stormwater calculations for review prior to approval.
- b. Design must incorporate the policies and procedures of the Post Construction Stormwater Control Manual and Ordinance No. 547 of 2013.

4. Roadway Section:

- a. Aggregate base course shall extend 1 foot beyond the back of curb.
- b. MDOT 21AA Aggregate Base may be used in lieu of MDOT 22A if desired.
- c. MDOT HMA, 13A shall be used as a minimum mix design for the asphalt pavement.

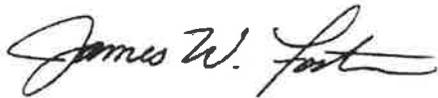
Additional Comments

Please provide ZFE with an electronic set (AutoCAD and PDF) of the site plan drawings and as-built drawings for system records and utility mapping updates.

If you have any questions, please contact our office.

Sincerely,

ZIEMNICK FOSTER ENGINEERING, LLC

A handwritten signature in black ink that reads "James W. Foster". The signature is written in a cursive, flowing style.

James W. Foster, P.E.

Delivered by: via Email (PDF)

Cc: Mr. Larry LaHaie – City of Grand Ledge Public Service Director
Mr. Casey Godlewski – Fire Chief, Grand Ledge Area Emergency Services Authority



North

Memo

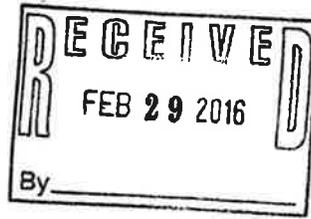
To: Adam Smith, City Administrator
From: Cheryl Grice, City Finance Director/Treasurer
Date: March 10, 2016
Re: Internal Loan

The Water and Sewer fund is in need of cash in order to pay their April 1st debt service. The projected amount of shortfall is \$150,000. The cash flow in the Water and Sewer Fund is not sufficient to pay the complete April debt service required of the fund. The amount requested represents the shortfall.

Authorization is requested to move these dollars from the General Fund to the Water and Sewer Fund. It is expected that the repayment to the General Fund will be made from the Water and Sewer Fund revenues by May 31, 2016.

Due to County of Eaton -- 2005 Bonds	\$123,000.00
Due to County of Eaton -- 2014 Bonds	385,853.13
Due to MI Muni Bond Authority	189,175.78

Total Debt Service	\$698,028.91
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Date: 02/23/2016

COUNTY OF EATON
ATTN: ROBERT ROBERTSON, CO TREASURER
1045 INDEPENDENCE BLVD
CHARLOTTE MI 48813

Re:
MICHIGAN COUNTY OF EATON 2014 WATER
SUPPLY AND SEWAGE DISPOSAL SYSTEM
REFUNDING BOND (CITY OF GRAND LEDGE)
(GENERAL OBLIGATION-LIMITED TAX)

Corporate Trust Department
ELLEN CAMPBELL 616-235-5941
Trust Acct No: 3584079104
Account Name: EATONMIWS14

Debt Service

Table with 2 columns: Description and Amount. Rows include Registered interest due, Registered principal due, Issuer Fee Total, and Total.

IMPORTANT DEBT OBLIGATION NOTICE

- 1) Payment by wire transfer should be made no later than one business day prior to the due date.
2) Payment by check should be received five business days prior to the due date.

Failure to pay by the above referenced time frame could result in non-payment to the bondholders on the due date.

Please remit checks to:

The Huntington National Bank
Corporate Trust Department-EA4E63
7 Easton Oval
Columbus OH 43219

Please direct wires to:

Huntington National Bank
ABA# 044000024
Cleveland OH
Attn: Corporate Trust-Columbus
Acct: 01891662889
Further Credit Acct: 3584079104



All of us serving you

Invoice Date: 2/18/2016
Invoice Number: 269763

EATON COUNTY
1045 INDEPENDENCE BLVD.
CHARLOTTE, Michigan 48813

FILE COPY

Contact	Phone	Fax	Email
Robert Robinson	(517)-543-4262	(517)-543-9983	treasurer@eatoncounty.org

Account Number: 4934_5

EATON COUNTY WATER SUPPLY & SEWAGE DISPOSAL SYS IMPROVEMENT & REFUNDING BOND (CITY OF GRAND LEDGE)
(LTGO)

Invoice for Debt Service Payment on 4/1/2016

Cusip	Maturity Date	Accrual Start Date	Accrual End Date	No. of Days	Principal Balance	Interest Rate	Interest	Principal	Premium/Discount
278065D38	4/1/2016	10/1/2015	3/31/2016	180	\$120,000.00	5.00%	\$3,000.00	\$120,000.00	
Totals:					\$120,000.00		\$3,000.00	\$120,000.00	

Interest Due:	\$3,000.00
Principal Due:	+ \$120,000.00
Principal Deposit Due:	
Net Due:	\$123,000.00

PAYMENT SUMMARY

Total Interest Due:	\$3,000.00
Total Principal Due:	+ \$120,000.00

TOTAL DUE 4/1/2016 \$123,000.00

Notes

WIRING INSTRUCTIONS	
US Bank must receive funds prior to 10:30 A.M. CST to ensure DTCC receives funds prior to their same day settlement deadline of 2:00 P.M. CST. Any payments received by DTCC after the 2:00 P.M. deadline will be allocated the next day.	
ABA:	091000022
BBK:	U.S. BANK NA
A/C:	170225065979
BNF:	U.S. Bank Trust N.A.
OBI:	EATCTY05A

CHECK INSTRUCTIONS
If paying by check, please include a copy of this invoice and remit payment 5 business days prior to payment date.
U.S. BANK St. Paul CM-9705 P.O. BOX 70870 St Paul, MN 55170

U.S. BANK CONTACTS

TFM Specialist Gilberta Acosta

Email: gilberta.acosta@usbank.com

Phone: (651)-466-6110

FTCOM - EATCTY05A APR/OCT

**Michigan Finance Authority
State Revolving Funds**

INVOICE

Mr. Chuck Remenar, Treasurer
City of Grand Ledge
 310 Greenwood St
 Grand Ledge, MI 48837-1537
 Phone: (517) 627-2149 Ext: Fax: (517) 627-9796
 Email: cremenar@grand-ledge.com

<u>Due Date</u>	<u>Project Number</u>	<u>ID</u>	<u>Loan Commitment</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
03/25/2016	5325-01*Final	CW	\$3,450,062.00	\$155,000.00	\$34,175.78	\$189,175.78
TOTAL AMOUNT DUE:						\$189,175.78

**If your total amount due includes; CW, DW, and/or SWQF loans, you no longer need send separate payments*

If you have any questions please contact Ann Marie Mullett at 517-373-1557

If you have changes to the contact/billing information please Email those changes to mulietta@michigan.gov

Below please find three methods of payment to the Michigan Finance Authority

Preferred Method of Payment

Payment via Federal Wire Transfer for ALL Loan Types:

WIRE transfers MUST be initiated by 10:00 a.m. on

03/25/2016 and sent to:

The Bank of New York Mellon, N.A.

ABA: 021-000-018

A/C: 3919348400

Reference: 2822-MFA

Please note, the Reference information must be included on the wire transfer.

NEW
Payment via ACH Transfer for ALL Loan Types:

To allow for processing time ACH transfers MUST

be initiated by **03/23/2016** and sent to:

The Bank of New York Mellon, N.A.

ABA: 021-000-018

A/C: 8900626003

Reference: 2822-MFA

Please note, the Reference information must be included on the ACH transfer.

Payment By Check For ALL Loan Types

To allow for processing time checks must be

RECEIVED by 03/18/2016.

For proper credit please include a copy of this

invoice and note the reference: 2822-MFA

on the check. Please mail your payment to:

The Bank of New York Mellon, N.A.

ATTN: Pooled Finance Unit - Robert Ferenchi

10161 Centurion Parkway N.

Jacksonville, FL 32256