



Grand Ledge City Council

**REGULAR MEETING AGENDA
MONDAY, 09 MAY 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 Tom Jancek, Rick Lantz, Jamie Malecki, 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, 09 May 2016 City Council consent agenda, as follows:
 - i. Financial transactions and bills.
 - ii. Monday, 25 April 2016 regular City Council minutes.
 - iii. Amended job description for Public Works Supervisor.

- 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, 09 May 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

Lt. Col. Todd Fitzpatrick, Michigan Army National Guard Aviation Support Facility
Parks and Recreation Survey
Jaycee Park Boat Launch Improvement Project
City Facebook page

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 April 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.
 - A. **Resolution** – To approve an Agreement Regarding Fairview Development / Frazier Holdings Special Assessment District.
 - B. **Resolution** – To approve the lease of T-Hangars at Abrams Municipal Airport to private entities.
 - C. **Public Hearing** – On the Annual Budget for the Fiscal Year Ending 30 June 2017 and the property tax millage rate proposed to be levied to support the proposed budget.
 - D. **Public Hearing** – On an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.
 - E. **Resolution** – To approve an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.

- 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 (Introduction)** – To approve a Lease Agreement with the Grand Ledge Area Chamber of Commerce.
 - B. **Motion** – To approve Traffic Control Orders #2016-02, #2016-03, and #2016-04.

- 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.



Gregory L. Newman, City Clerk

**THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 23 MAY 2016, AT 7:30 P.M.
IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN.**

05/06/2016		CUSTOM INVOICE REPORT FOR CITY OF GRAND LEDGE	
VENDOR			
NAME	DESCRIPTION		AMOUNT
ABC TRAINING AND TESTING	CLASS A SKILLS TEST		135.00
ACE HARDWARE	LOCK ENTRY COMBO/KEYS		97.43
ACE HARDWARE	TAPE RULE		7.99
ACE HARDWARE	BULBS		8.99
ACE HARDWARE	TANK SPRAYER		29.99
ACE HARDWARE	CAM LOCK		5.99
ACE HARDWARE	METAL HALIDE BULB		34.99
ACE HARDWARE	KILZ		13.98
ACE HARDWARE	LAWN MIX		69.99
ACE HARDWARE	TRASH CAN		21.99
ACE HARDWARE	HARDWARE/KEYS		9.57
ACE HARDWARE	HARDWARE/PIPE CONNECTORS		42.69
ACE HARDWARE	BATTERIES/FLASHLIGHT		52.98
ACE HARDWARE	KICK STOP REFUND		(4.00)
ACE HARDWARE	HAND CLEANER/HARDWARE		15.38
ACE HARDWARE	GREATSTUFF		8.99
ACE HARDWARE	PROPANE FILL/DRAIN CLEANER		42.48
ACE HARDWARE	HARDWARE/FASTENERS		35.88
ACE HARDWARE	CLEANING SUPPLIES		20.48
ACE HARDWARE	BLADE EDGER		27.96
ACE HARDWARE	DRILL BIT		12.99
ACE HARDWARE	HARWARE/FASTENERS		5.88
ACE HARDWARE	WEED B GONE/CLEANING SUPPLIES		46.96
ACE HARDWARE	SCRUB BRUSH/CLEANING SUPPLIES		20.97
ACE HARDWARE	BLADE EDGER		27.96
ACE HARDWARE	HARDWARE/FASTENERS		3.04
ACE HARDWARE	PAINT TRAY LINER		2.58
ACE HARDWARE	CONNECTOR/HOSE MENDER/BULBS		37.21
ACE HARDWARE	PAINT BRUSH		3.75
ACE HARDWARE	BATTERY/PAINT		50.48
ACE HARDWARE	CLEANING SUPPLIES		60.43
ACE HARDWARE	PROPANE		17.96
ACE HARDWARE	MILL FILES		30.36
ACE HARDWARE	LAWN & GARDEN		99.99
ACE HARDWARE	KEYS		3.78
ACE HARDWARE	TRIM NAILS		6.49
ACE HARDWARE	SCREENS/U BOLTS		128.76
ACE HARDWARE	KEYS		22.68
AMBS CALL CENTER	ANS SERVICE - MAY 2016		62.40
KING AMEE	REIMBURSE FOR MILEAGE		14.58
BADER & SONS CO.	BLADE		70.11
BADER & SONS CO.	16" SAW		127.96
BARTLETT PLUMBING	HEATER AT CEMETERY		975.00
BARYAMES CLEANERS	UNIFORM CLEANING - APRIL 2016		432.40
BIG L CORP	FASCIA		24.00
BIG L CORP	TREATED LUMBER		67.26
PIPES BILL	REIMBURSE FOR UNIFORM		199.97
CHEMICAL INJECTION TECH	INLET VALVE/SPANNER WRENCH		476.92
CHEMICAL INJECTION TECH	VACUUM REGULATOR BACK BODY		248.76
BLIEVERNICHT CHRIS	REIMBURSEMENT		14.08
CITY OF GRAND LEDGE-WATER	310 GREENWOO WATER - 1701070001		109.65
CMP DISTRIBUTORS	VESTS		2,326.00
COMCAST CABLE	ACCT #01721 150482-01-8 - DPS CABLE		82.90
COUNTRYSIDE LAWN AND POWER	BEARING/SPACER/SEAL/GREASE CAP		101.75
CRAIG ELECTRIC	REPAIR LIGHT POLE		160.00
CROWN TROPHY	PLAQUE		14.50
CSX TRANSPORTATION	CROSS FEE/SIGNAL MAINT - 06/09/15 - 06/08/16		2,398.00

SAGE DAVID	GYM DEPOSIT	100.00
DORNBOS SIGN & SAFETY INC	NO PARKING SIGNS	490.20
EATON COUNTY	SOIL EROSION PERMIT - RUSSELL ST	2,000.00
EATON COUNTY PARKS	2016 CITY PARK GROUNDS MAINTENANCE	32,000.00
EATON COUNTY TECHNOLOGY SVCS	PARCEL DATA	445.45
EATON COUNTY TREASURER	LEDGEWAY INVESTMENT TRLR TAX - APRIL 2016	400.00
EATON COUNTY TREASURER	CHARGEBACK 400-056-601-080-00	133.09
EATON COUNTY TREASURER	GRAND OAKS VILLAGE TRAILER TAX - APRIL 2016	342.50
ETNA SUPPLY INC	SCRUB TOWELS	32.98
ETNA SUPPLY INC	METERS	1,120.00
FASTENAL COMPANY	FASTENERS	47.14
FELZKE FARMS	SAND	600.00
FISHBECK THOMPSON CARR	GL AS NEEDED THROUGH 04/08/16	578.00
FISHBECK THOMPSON CARR	RAP 15-16 MERC PMP THROUGH 04/08/16	4,347.50
FLEETPRIDE	FITTINGS	170.37
FLUID CONNECTIONS, INC.	FITTINGS	21.39
GALLS INC	UNIFORMS	76.39
GRAND LEDGE AUTO PARTS INC	SUPPLIES	150.14
GRAND LEDGE AUTO PARTS INC	OIL	5.21
GRAND LEDGE AUTO PARTS INC	OIL FILTERS/STARTER	178.38
GRAND LEDGE AUTO PARTS INC	BATTERIES	417.54
GRAND LEDGE AUTO PARTS INC	TOWELS/BRAKE CLEANER	92.07
GRAND LEDGE AUTO PARTS INC	FUEL HOSE/PRESTONE	119.39
GRAND LEDGE AUTO PARTS INC	BATTERY	98.32
GRAND LEDGE AUTO PARTS INC	HYDRAULIC FITTINGS	19.58
GRAND LEDGE GARDEN CLUB	COMMUNITY ROOM DEPOSIT	100.00
GRAND LEDGE ROTARY CLUB	APRIL TO JUNE 2016	185.00
GRANGER CONTAINER SERVICE INC	401 WHITNEY ST - TRASH REMOVAL	82.35
GUILDFORD CONSTRUCTION	ROOF AT DPS	24,762.00
HAMMERSMITH EQUIPMENT CO	GLOVES	135.00
HAMMOND FARMS	PROSOIL	160.00
HAMMOND FARMS	PROSOIL	34.38
HAVILAND	SUPPLIES	676.00
HAVILAND	CONTAINER DEPOSIT	(105.00)
HYDROCORP	CROSS CONNECTION PROGRAM - APRIL 2016	832.00
BARCLAY KIM	REIMBURSE FOR CDL A	18.00
LANSING ICE AND FUEL	ACCT # 1-081681 - DPS FUEL	771.23
MENARDS - LANSING WEST	ELBOW	5.57
MENARDS - LANSING WEST	PVC PLUG/DRI ERASE BOARD/GRINDING DISC	28.61
MENARDS - LANSING WEST	CLEANING SUPPLIES	35.98
MICH ASSOC OF MUNICIPAL CLERKS	MAMC 2016 ED CONFERENCE	300.00
MICHIGAN MUNICIPAL LEAGUE	UTILITIES OPERATOR CLASSIFIED	25.00
MICHIGAN.COM	LSJ-1220764 LEGAL NOTICE	230.70
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 04/22/16	33,049.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 04/29/16	3,142.00
MID MICHIGAN EMERGENCY EQUIP	VIDEO CAMERAS IN UNITS	1,600.00
MODEL FIRST AID SAFETY &	SUPPLIES	263.20
NORTH CENTRAL LABORATORIES	WWTP SUPPLIES	1,281.16
OLD DOMINION BRUSH INC	SWIVEL	834.46
OLD DOMINION BRUSH INC	HYD MOTOR	621.76
OUDBIER INSTRUMENT CO	WIRING CONTROL AT IRON REMOVAL PLANT	2,250.00
OVERHEAD DOOR OF LANSING	RESET LIMITS	150.00
PARAGON LABORATORIES, INC.	MERCURY TESTING	195.00
PARAGON LABORATORIES, INC.	MERCURY TESTING	720.00
PIONEER WELDING DESIGN, LLC	REPAIR CRACKS - FRONT END BUCKET	219.89
QUALITY TIRE, INC.	TIRES	284.86
RELIANCE STANDARD LIFE	LIFE INS PREMIUM - MAY 2016	338.22
RICHARDSON BUSINESS MACHINES	ID CARDS/LANYARD	54.50
SOLDAN'S FEEDS & PET SUPPLIES	K-9 SUPPLIES	32.99
STAMP-RITE INC	NAMEPLATES	52.05
STATE OF MICHIGAN	OPERATOR CERT - RISTOW	95.00
STATE OF MICHIGAN - MDOT	SIGNAL ENERGY 01/01/16 - 03/30/16	37.93
SUPERIOR ASPHALT, INC.	PAVING MATERIAL	805.00

THRUN LAW FIRM, P.C.	MTT NO. 15-006901	380.00	
THRUN LAW FIRM, P.C.	815 N CLINTON	492.80	
THRUN LAW FIRM, P.C.	GENERAL	510.40	
THRUN LAW FIRM, P.C.	704 W MAIN	933.20	
THRUN LAW FIRM, P.C.	PROSECUTIONS - MARCH 2016	982.08	
THRUN LAW FIRM, P.C.	PROSECUTIONS - APRIL 2016	547.31	
COTE TIM	CLEANING AT 310 GREENWOOD 04/25/16 -5/08/16	550.00	
COTE TIM	CLEANING AFTER INDOOR MARKET 04/23/16	80.00	
TRANSNATION TITLE AGENCY OF	TITLE WORK - OAK PARK EXPANSION	500.00	
TRANSUNION RISK AND	BACKGROUND CHECKS- APRIL 2016	25.00	
VERIZON WIRELESS	ACCT #380806320-00001 - PD CELLS	82.79	
VWR INTERNATIONAL, LLC	SPEC COLOR CHLORINE	150.00	
VWR INTERNATIONAL, LLC	COLOR FLUORIDE/IRON	173.44	
GRAINGER INC W W	HAMMER DRILL BIT	38.44	
		132,902.20	

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

**CITY COUNCIL MINUTES – REGULAR MEETING
MONDAY, 25 APRIL 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 Tom Jancek, Rick Lantz, Jamie Malecki, Thom Sowle, and Don Willems
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Larry LaHaie, Public Service Director;

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, 25 April 2016 City Council consent agenda, as follows:
- i. Financial transactions and bills.
 - ii. Monday, 11 April 2016 regular City Council minutes.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO APPROVE THE MONDAY, 25 APRIL 2016 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

V. APPROVAL OF REGULAR AGENDA

- A. Motion** – To approve the Monday, 25 April 2016 regular City Council agenda.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE MONDAY, 25 APRIL 2016 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

VI. COMMITTEE AND BOARD REPORTS

A. Grand Ledge Area Emergency Services Authority

Council member Willems reported on the posting of the Fire Chief position and thanked the Fire Chief's Association for its assistance in the search for a new Fire Chief.

VII. STAFF REPORTS

Administrator's Office

Colleen Kuehnel, Growth Manager, Municipal Employees' Retirement System of Michigan
Mike Engels, Water Circuit Rider, Michigan Rural Water Association

Colleen Kuehnel, Growth Manager, Municipal Employees' Retirement System of Michigan, explained the retiree health care funding vehicle, funding options, and fees provided by the Municipal Employees' Retirement System of Michigan.

The City Council discussed the retiree health care funding vehicle provided by the Municipal Employees' Retirement System of Michigan, the City's investment risk options, and the City's current available funds for retiree health care costs.

Adam Smith, City Administrator, recommended investing \$150,000 annually in the Municipal Employees' Retirement System of Michigan retiree health care funding vehicle.

Mike Engels, Water Circuit Rider, Michigan Rural Water Association, presented a water and sewer rate study for the Fiscal Year Ending 30 June 2017.

The City Council discussed the methodology used to develop the water and sewer rate study.

Clerk's Department

Gregory Newman, City Clerk, reported on nominating petitions filed for City Council and Charter Commission.

VII. UNFINISHED BUSINESS

IX. NEW BUSINESS

A. Resolution #13 of 2016 – To approve a bid award for the E. River St. and Russell St. Reconstruction Project.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #13 OF 2016, TO APPROVE A BID AWARD FOR THE E. RIVER ST. AND RUSSELL ST. RECONSTRUCTION PROJECT.

Larry LaHaie, Public Service Director, explained the E. River St. and Russell St. Reconstruction Project, recommended awarding the bid to TCI, Inc. of Michigan, and mentioned the bid amount exceeds the engineer's estimate.

The City Council debated the twelve-week project timeframe and the additional expected bid for E. River St. to Franklin St.

MOTION TO ADOPT RESOLUTION #13 OF 2016, TO APPROVE A BID AWARD FOR THE E. RIVER ST. AND RUSSELL ST. RECONSTRUCTION PROJECT, CARRIED UNANIMOUSLY.

B. Motion – To set a public hearing for Monday, May 09 2016, on an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER LANTZ SECONDED, TO SET A PUBLIC HEARING FOR MONDAY, MAY 09 2016, ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8.

Adam Smith, City Administrator, explained the properties included in the proposed five-year 425 Agreement are four City-owned properties in Oneida Township (Department of Public Services Garage, Well #8, well field for Wells #9 and #10, and 5564 E. Saginaw Hwy.), explained the proposed 425 Agreement allows for a potential 1 mill if the properties

are used for non-municipal purposes, and explained the proposed 425 Agreement reflects the agreement approved for the Gilbert property.

The City Council debated the effort to enter into a five-year 425 Agreement in lieu of annexation.

MOTION TO SET A PUBLIC HEARING FOR MONDAY, MAY 09 2016, ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8., CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Council member Sowle thanked the volunteers who filed for Charter Commission.

Mayor Smith appointed Todd Cotter to the Abrams Municipal Airport Advisory Commission for a term expiring January 2019 and read a proclamation honoring Steven Baribeau.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER MALECKI SECONDED, TO APPROVE THE MAYOR'S APPOINTMENT OF TODD COTTER TO THE ABRAMS MUNICIPAL AIRPORT ADVISORY COMMISSION FOR A TERM EXPIRING JANUARY 2019. MOTION CARRIED UNANIMOUSLY.

XII. CLOSED SESSION

XIII. ADJOURNMENT

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADJOURN THE MONDAY, 25 APRIL 2016, REGULAR CITY COUNCIL MEETING, AT 8:41 P.M.

**COMMITTEE OF THE WHOLE
MONDAY, 25 APRIL 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 Tom Jancek, Rick Lantz, Jamie Malecki, Thom Sowle, and Don Willems
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Larry LaHaie, Public Service Director;

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

Adam Smith, City Administrator, reported the on consensus of the committee meeting on the water and sewer rate study to present multiple options with different Water and Sewer Fund fund balance scenarios, presented multiple options for Water and Sewer Fund fund balances starting at \$0.00 and increasing to \$150,000 in \$50,000 increments.

The City Council discussed the multiple options for Water and Sewer Fund fund balances starting at \$0.00 and increasing to \$150,000 in \$50,000 increments, the methodology of Residential Equivalent Units, and possible options to improve water quality.

CONSENSUS TO INCLUDE A \$150,000 CASH FUND BALANCE IN THE WATER AND SEWER FUND TO DETERMINE WATER AND SEWER RATES FOR THE FISCAL YEAR ENDING 30 JUNE 2017 ANNUAL BUDGET, AND THE COSTS OF REPLACING THE JONES ST. WATER MAIN.

Adam Smith, City Administrator, recommended investing \$150,000 in the Municipal Employees' Retirement System of Michigan retiree health care funding vehicle.

The City Council discussed the current and projected funding for retiree health care costs.

CONSENSUS TO INVEST \$150,000 IN THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN RETIREE HEALTH CARE FUNDING VEHICLE, FOR THE FISCAL YEAR ENDING 30 JUNE 2017.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADJOURN THE MONDAY, 25 APRIL 2016 COMMITTEE OF THE WHOLE, AT 9:52 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

City of Grand Ledge Job Description

Public Works Supervisor

Supervised By: Director of Public Services
Supervises: Streets, Cemetery, Parks, Grounds and Facilities division staff and others as assigned

General Summary:

Under the general direction of the City Administrator and Public Services Director, plans and manages the operations of the City's Streets, Cemetery, Parks, Grounds and Facilities. Supervises and evaluates assigned personnel. Supervises and participates in the activities of the divisions, stays current of pertinent statutes and regulations, and develops recommendations for the efficient and effective operations of all division functions.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Plans, directs coordinates, and evaluates all aspects of streets, cemetery, parks, grounds and facilities operations, including personnel management, budgeting, general administration and capital needs assessment. Develops, recommends and implement policies and procedures in accordance with departmental directives, policies, procedures, regulations, and City guidelines.
2. Participates in the recruitment and hiring of department personnel, both full time, seasonal, and part time. Supervises personnel, evaluates performance, and oversees training. Takes disciplinary action according to established procedures and participates in labor relations activities as directed.
3. Assesses department operations, staffing levels, facilities, and equipment. Develops annual budget requests covering operations and construction and monitors budget expenditures. Purchases supplies, equipment and materials according to established procedures.
4. Directs the daily activities of street, cemetery, parks, grounds, and facilities division staff, by preparing schedules, assigning and supervising work, monitoring performance, and determining priorities. Oversees the routine maintenance, standard operations and special projects associated with City streets, sidewalks, signage, recycling/compost center, parking lots, airport and related infrastructure.
5. Oversees and participates in the mechanical repair of City vehicles; provides administrative guidance over the process of repairing or providing preventative maintenance to City automotive and medium to heavy equipment; and assumes overall accountability for the maintenance of accurate equipment records.

6. Directs and participates in the inspection of infrastructure to determine maintenance needs and assure compliance with City standards. Assesses the need for private contracting of special projects and services, participates in the contracting process, and provides project oversight and quality control.
7. Acts as department spokesperson, establishing and maintaining effective relationships with the public, employees, vendors, and other interests. Responds to public inquiries and investigates complaints.
8. Oversees and participates in the repair, reconstruction, maintenance and clearing of all City streets, sidewalks, airport property, parking lots and storm sewers; maintains City parks including playgrounds and ball fields; devises, arranges, and adjusts plans for street sweeping and for debris and litter pick-up and removal; prepares annual winter plans for snow and ice control; oversees the maintenance of all city traffic control signs and pavement markings; and oversees the mowing of parkways and tree trimming, thinning and occasional removal along the City's street right of way; facilitation of various community special events.
9. Implements safety awareness programming in accordance with departmental policy and City, State and federal guidelines. Instructs employees on safety standards, precautionary procedures, and departmental policies and procedures.
10. Conducts research, compiles information, and prepares reports. Represents the Public Works Division at various meetings and makes presentations as requested. Develops and maintains a management control system to track division projects and to use as a planning aid.
11. Operates light and heavy equipment, tools and vehicles in support of various projects associated with City streets, sidewalks, signage, trees, parks, buildings, and facilities.
12. Keeps abreast of new developments in the field, new administrative techniques, and current issues through continued education and professional growth.
13. Coordinates work with other Public Services divisions and provides project assistance as needed.
14. Availability to respond to weather and infrastructure emergencies as situations may dictate. Provides on call duty if necessary.
15. May be assigned temporarily to other departments to perform duties that utilize the individual employee's skills and abilities. In this situation, the employee may perform duties specified in any Public Service Department job description.
16. Performs related duties and special projects as needed.
17. These examples do not include all of the duties which the employee may be expected to perform.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Experience requirements include five years of progressively responsible experience in construction technology or public works functions, operations, and maintenance; including supervisory experience.
- A State of Michigan Stormwater Certificate.
- Knowledge of the machines, equipment, materials, safety precautions, and operating practices of modern public works and related equipment.
- A State of Michigan Class S2 water distribution certificate preferred. A State of Michigan Class S4 water distribution certificate required.
- Playground safety training preferred.
- A valid Michigan driver's license and the ability to obtain a Michigan Commercial Driver's License Class A with air brake endorsement.
- Ability to plan, supervise, evaluate, and inspect the work of others; ability to effectively discipline assigned personnel.
- Ability to maintain accurate records and prepare comprehensive reports on the operations of the division.
- Ability to establish effective working relationships with employees, contractors, other governmental agencies, and the public.
- Ability to exercise good judgement, initiative and resourcefulness in dealing with the public, elected officials, community leaders, and other professionals.
- Ability to effectively communicate and present ideas and concepts orally and in writing.
- Ability to read and interpret construction drawings and maps of streets, water and wastewater systems.
- Ability to work effectively under stress and changes in work priorities.
- Ability to perform a broad range of maintenance and repair functions.
- Educational requirements include a high school diploma degree or equivalent; college degree preferred.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the phone, review and produce written and electronic documents and drawings and attend meetings at locations throughout the City. The employee is frequently required to inspect work in progress at locations throughout the City and occasionally required to lift and/or move objects of moderate to heavy weight, operate hand and power tools, traverse uneven ground and perform work at varying heights and in all light conditions.

While performing the duties of this job, the employee is regularly exposed to high-pressure water systems, fumes or airborne particles, and toxic or caustic chemicals. The employee is frequently exposed to wet and/or humid conditions; high, precarious places; moving mechanical parts and/or heavy equipment; outside weather conditions; vibration; and risk of electrical shock. The noise level in the work environment ranges from moderate to very loud.

Application:

This class specification is intended merely to identify the class and illustrate the kinds of duties that may be assigned to its incumbents. It should not be interpreted as describing all the duties whose performance may ever be required of such employees or to limit the nature and extent of assignments such an individual may be given.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Consideration given to obtain certificates/licenses within one (1) year of employment.

City of Grand Ledge Job Description

Streets **Public Works** Supervisor

Supervised By: Director of Public Services
Supervises: Streets, **Cemetery, Parks, Grounds and Facilities** division staff personnel and others as assigned

General Summary:

Under the general direction of the **City Administrator and Public Services Director**, **plans and manages the operations of the City's Streets, Cemetery, Parks, Grounds and Facilities**. **Supervises and evaluates assigned personnel**. **Supervises and participates in the activities of the divisions, stays current of pertinent statutes and regulations, and develops recommendations for the efficient and effective operations of all division functions**. ~~oversees the Streets division, including general administration, personnel issues, and budgeting. Oversees the day to day operations of the division, determines schedules, assigns work, monitors performance, and administers Department policies, procedures and regulations.~~

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

- ~~Plans, organizes, and directs all aspects of streets division operations including personnel management, budgeting, general administration, and capital needs assessment. Develops, recommends and implements policies and procedures in accordance with departmental directives and City guidelines.~~ **Plans, directs coordinates, and evaluates all aspects of streets, cemetery, parks, grounds and facilities operations, including personnel management, budgeting, general administration and capital needs assessment. Develops, recommends and implement policies and procedures in accordance with departmental directives, policies, procedures, regulations, and City guidelines.**
- Participates in the recruitment and hiring of department personnel, **both full time, seasonal, and part time**. Supervises personnel, evaluates performance, and oversees training. Takes disciplinary action according to established procedures and participates in labor relations activities as directed.
- Assesses department operations, staffing levels, facilities, and equipment. Develops annual budget requests covering operations and construction and monitors budget expenditures. Purchases supplies, equipment and materials according to established procedures.
- Directs the daily activities of street, cemetery, parks, grounds, and facilities division staff, by preparing schedules, assigning and supervising work, **monitoring performance**, and determining priorities. Oversees the routine maintenance,

standard operations and special projects associated with City streets, sidewalks, signage, **recycling/compost center**, parking lots, airport and related infrastructure.

5. Oversees and participates in the mechanical repair of City vehicles; provides administrative guidance over the process of repairing or providing preventative maintenance to City automotive and medium to heavy equipment; and assumes overall accountability for the maintenance of accurate equipment records.
~~Supervises City mechanic and ensures proper coordination of maintenance and repair for City vehicles and other equipment.~~
6. Directs and participates in the inspection of infrastructure to determine maintenance needs and assure compliance with City standards. Assesses the need for private contracting of special projects and services, participates in the contracting process, and provides project oversight and quality control.
7. Acts as department spokesperson, establishing and maintaining effective relationships with the public, employees, vendors, and other interests. Responds to public inquiries and investigates complaints.

Oversees and participates in the repair, reconstruction, maintenance and clearing of all City streets, sidewalks, airport property, parking lots and storm sewers; maintains City parks including playgrounds and ball fields; devises, arranges, and adjusts plans for street sweeping and for debris and litter pick-up and removal; prepares annual winter plans for snow and ice control; oversees the maintenance of all city traffic control signs and pavement markings; and oversees the mowing of parkways and tree trimming, thinning and occasional removal along the City's street right of way; facilitation of various community special events.

8. ~~Develops and implements snow plowing and other emergency management plans.~~
9. Implements safety awareness programming in accordance with departmental policy and City, State and federal guidelines. Instructs employees on safety standards, precautionary procedures, and departmental policies and procedures.
10. Conducts research, compiles information, and prepares reports. Represents the streets **Public Works** Division at various meetings and makes presentations as requested. Develops and maintains a management control system to track division projects and to use as a planning aid.
11. Operates light and heavy equipment, tools and vehicles in support of various projects associated with City streets, sidewalks, signage, trees, parks, buildings, and facilities.
12. Keeps abreast of new developments in the field, new administrative techniques, and current issues through continued education and professional growth.
13. Coordinates work with other Public Services divisions and provides project assistance as needed.
14. Availability to respond to weather and infrastructure emergencies as situations may dictate. Provides on call duty if necessary.

15. May be assigned temporarily to other departments to perform duties that utilize the individual employee's skills and abilities. In this situation, the employee may perform duties specified in any Public Service Department job description.
 16. Performs related duties and special projects as needed.
 17. These examples do not include all of the duties which the employee may be expected to perform.
14. ~~Performs related work as required~~

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- ~~— Educational requirements include a high school diploma or equivalent~~
- ~~— Experience requirements include five or more years of progressively more responsible experience in public services, including supervisory and administrative duties.~~
- ~~— A Commercial Driver's (CDL) and a valid Michigan Driver's License are required.~~
- ~~— Thorough knowledge of public management techniques involved in operations management, budgeting, personnel administration, and contract and project administration.~~
- ~~— Thorough knowledge of public works operations, policies and procedures, particularly those related to streets management.~~
- ~~— Thorough knowledge of the tools, materials and equipment utilized in public works projects in general, and streets maintenance in particular.~~
- ~~— Considerable knowledge of the safety issues, regulations and procedures utilized in public works operations and street maintenance projects.~~
- ~~— Skill in assembling and analyzing data, and in preparing comprehensive and accurate reports.~~
- ~~— Skill in effectively communicating ideas and concepts orally and in writing.~~
- ~~— Proficiency in internet based communication.~~
- ~~— Proficiency in computer applications such as Microsoft Excel, Word, or similar applications.~~
- ~~— Ability to establish effective working relationships and use good judgement, initiative~~

~~and resourcefulness when dealing with the public, employees, administrators, project contractors, representatives of other governmental units, and professional contacts.~~

~~Ability to critically assess situations and solve problems, and to work effectively under stress, within deadlines, and changes in work priorities.~~

~~Ability to effectively lead and motivate others and train, supervise, and evaluate their work.~~

- Experience requirements include five years of progressively responsible experience in construction technology or public works functions, operations, and maintenance; including supervisory experience.
- A State of Michigan Stormwater Certificate.
- Knowledge of the machines, equipment, materials, safety precautions, and operating practices of modern public works and related equipment.
- A State of Michigan Class S2 water distribution certificate preferred. A State of Michigan Class S4 water distribution certificate, required.
- Playground safety training preferred.
- A valid Michigan driver's license and the ability to obtain a Michigan Commercial Driver's License Class A with air brake endorsement.
- Ability to plan, supervise, evaluate, and inspect the work of others; ability to effectively discipline assigned personnel.
- Ability to maintain accurate records and prepare comprehensive reports on the operations of the division.
- Ability to establish effective working relationships with employees, contractors, other governmental agencies, and the public.
- Ability to exercise good judgement, initiative and resourcefulness in dealing with the public, elected officials, community leaders, and other professionals.
- Ability to effectively communicate and present ideas and concepts orally and in writing.
- Ability to read and interpret construction drawings and maps of streets, water and wastewater systems.
- Ability to work effectively under stress and changes in work priorities.
- Ability to perform a broad range of maintenance and repair functions.
- Educational requirements include a high school diploma degree or equivalent; college degree preferred.

Physical Demands and Work Environment:

~~The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~

~~While performing the duties of this job, the employee is regularly required to communicate with others, view written documents and inspect work sites. The employee is frequently required to travel to other locations, perform heavy lifting, and operate equipment and tools.~~

~~While performing the duties of this job, the employee regularly works in the field. The employee is frequently exposed to moving mechanical parts; outside weather conditions; risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate, and can be loud.~~

Application:

~~This class specification is intended merely to identify the class and illustrate the kinds of duties that may be assigned to its incumbents. It should not be interpreted as describing all the duties whose performance may ever be required of such employees or to limit the nature and extent of assignments such an individual may be given.~~

~~The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.~~

~~Consideration given to obtain certificates/licenses within one (1) year of employment.~~

Physical Demands and Work Environment:

~~The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~

~~While performing the duties of this job, the employee is regularly required to communicate with others in person and on the phone, review and produce written and electronic documents and drawings and attend meetings at locations throughout the City. The employee is frequently required to inspect work in progress at locations throughout the City and occasionally required to lift and/or move objects of moderate to heavy weight, operate hand and power tools, traverse uneven ground and perform work at varying heights and in all light conditions.~~

~~While performing the duties of this job, the employee is regularly exposed to high-pressure water systems, fumes or airborne particles, and toxic or caustic chemicals. The employee is frequently exposed to wet and/or humid conditions; high, precarious places; moving mechanical parts and/or heavy equipment; outside weather conditions; vibration; and risk of electrical shock. The noise level in the work environment ranges from moderate to very loud.~~

Application:

This class specification is intended merely to identify the class and illustrate the kinds of duties that may be assigned to its incumbents. It should not be interpreted as describing all the duties whose performance may ever be required of such employees or to limit the nature and extent of assignments such an individual may be given.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Consideration given to obtain certificates/licenses within one (1) year of employment.

Draft April 26, 2016

City of Grand Ledge Job Description

Streets Supervisor

Supervised By: Director of Public Services
Supervises: Streets division personnel and others as assigned

General Summary:

Under the general direction of the Director of Public Services, oversees the Streets division, including general administration, personnel issues, and budgeting. Oversees the day-to-day operations of the division, determines schedules, assigns work, monitors performance, and administers Department policies, procedures and regulations.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Plans, organizes, and directs all aspects of streets division operations including personnel management, budgeting, general administration, and capital needs assessment. Develops, recommends and implements policies and procedures in accordance with departmental directives and City guidelines.
2. Participates in the recruitment and hire of department personnel. Supervises personnel, evaluates performance, and oversees training. Takes disciplinary action according to established procedures and participates in labor relations activities as directed.
3. Assesses department operations, staffing levels, facilities, and equipment. Develops annual budget requests covering operations and construction and monitors budget expenditures. Purchases supplies, equipment and materials according to established procedures.
4. Directs the daily activities of street division staff by preparing schedules, assigning and supervising work, and determining priorities. Oversees the routine maintenance, standard operations and special projects associated with City streets, sidewalks, signage, parking lots, cemetery, airport and related infrastructure.
5. Supervises City mechanic and ensures proper coordination of maintenance and repair for City vehicles and other equipment.
6. Directs and participates in the inspection of infrastructure to determine maintenance needs and assure compliance with City standards. Assesses the need for private contracting of special projects and services, participates in the contracting process, and provides project oversight and quality control.
7. Acts as department spokesperson, establishing and maintaining effective

relationships with the public, employees, vendors, and other interests. Responds to public inquiries and investigates complaints.

8. Develops and implements snow plowing and other emergency management plans.
9. Implements safety awareness programming in accordance with departmental policy and City, State and federal guidelines. Instructs employees on safety standards, precautionary procedures, and departmental policies and procedures.
10. Conducts research, compiles information, and prepares reports. Represents the streets division at various meetings and makes presentations as requested. Develops and maintains a management control system to track division projects and to use as a planning aid.
11. Operates light and heavy equipment, tools and vehicles in support of various projects associated with City streets, sidewalks, signage, trees, parks, buildings, and facilities.
12. Keeps abreast of new developments in the field, new administrative techniques, and current issues through continued education and professional growth.
13. Coordinates work with the Utilities Supervisor and other Public Services divisions, and provides project assistance as needed.
14. Acts as Assistant Director of Public Services in that person's absence, as assigned.
15. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Educational requirements include a high school diploma or equivalent.
- Experience requirements include five or more years of progressively more responsible experience in public services, including supervisory and administrative duties.
- A Commercial Driver's License (CDL) and valid Michigan Driver's License are required.
- Thorough knowledge of public management techniques involved in operations management, budgeting, personnel administration, and contract and project administration.
- Thorough knowledge of public works operations, policies and procedures, particularly those related to streets management.
- Thorough knowledge of the tools, materials and equipment utilized in public works

projects in general, and streets maintenance in particular.

- Considerable knowledge of the safety issues, regulations and procedures utilized in public works operations and street maintenance projects.
- Skill in assembling and analyzing data, and in preparing comprehensive and accurate reports.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with the public, employees, administrators, project contractors, representatives of other governmental units, and professional contacts.
- Ability to critically assess situations and solve problems, and to work effectively under stress, within deadlines, and changes in work priorities.
- Ability to effectively lead and motivate others and train, supervise, and evaluate their work.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate with others, view written documents and inspect work sites. The employee is frequently required to travel to other locations, perform heavy lifting, and operate equipment and tools.

While performing the duties of this job, the employee regularly works in the field. The employee is frequently exposed to moving mechanical parts; outside weather conditions; risk of electrical shock; vibration; fumes or airborne particles; and toxic or caustic chemicals. The noise level in the work environment is usually moderate, and can be loud.

August 1999

TO: Parks and Recreation Commissioners

FROM: City Staff

CC: Adam Smith

DATE: April 21, 2016

RE: Status, Content, and Distribution Process for Parks and Recreation Survey

The intent of this memorandum is to inform the Parks and Recreation Commission of the status, content, and distribution process for the survey to be used in conjunction with the 2016-2020 Master Plan update. To that end, the survey is set to be released on Friday, April 29th at 9:00am following the Parks and Rec Commission's scheduled meeting on Thursday, April 28th. While the general public will find the survey online, www.GrandLedgeSurvey.com, a printed copy is attached here for reference.

The following information provides high points of the survey content and distribution:

- The survey reflects input from the Parks and Rec Commission, Eaton County Parks, Grand Ledge Public Schools (GLPS), City Staff, and Spicer Group
 - Eaton County Parks and GLPS are included in the survey due to their prominent role in this realm
 - Eaton County/Clay Summers and GLPS/Steve Baker have reviewed and noted their approval of the survey
- Notable dates
 - April 28 – Parks and Rec Commission meeting to review full survey prior to public release
 - April 29 - Survey released to public (available online) at 9:00am
 - May 16 – Last day survey is available (by midnight)
 - May 17-25 – Spicer to tally and analyze results
 - May 26 – Parks/Rec Commission meeting – Spicer to present on survey results
- City staff will prepare a press release, flyer, and other forms of content to promote survey sharing across social networks and social media
 - On Friday, April 29th, City Council and all Commission members will receive an email invitation to complete the survey as well as draft email language that can be forwarded to their contacts encouraging greater participation

- Regarding Question 6 on the survey which states, “Would you support increased funding for Grand Ledge Parks and Recreation?”
 - The vague wording is intentional to gauge respondents correlation between a desire or need for significant park improvements and potential cost
 - At this stage, gauging the public’s overall sentiment for increased parks funding is of greater value than identifying the popularity of particular future funding resources
 - The results of this question will help direct next steps by shedding light on how to approach the public when assembling necessary funding for projects identified from the survey and Master Plan update
- The table below lists groups to be contacted to promote the survey and encourage participation

Group	Materials/Medium	Audience	Distribution Request
Grand Ledge Independent	○ Press Release	Independent readers	Week of May 2 nd or May 9th
GLPS via Kim Manning	○ Brief description with link – emailed schools newsletters ○ Flyer – to post in school and on website	Parents and students	Week of May 2nd and May 9th
St. Michael Parish School	○ Brief description with link – emailed schools newsletters ○ Flyer – to post in school and on website	Parents and students	Week of May 2nd and May 9th
Eaton County Parks	○ Brief description with link – post on website and Facebook page ○ Flyer – to post in parks office and on website	Park visitors	April 29 – May 16
City Hall	○ Brief description with link – post on website and Facebook page ○ Flyer – to post around building	General public	April 29 – May 16
City Council and all Commission members	○ Draft email language and link	○ City Council and all Commission members ○ Personal networks	April 29 – May 16
GL Chamber, Ledge Craft Lane, GL Library, and Opera House	○ Brief description with link – emailed newsletters and Facebook pages ○ Flyer – to post in establishments and on websites	General public	April 29 – May 16
Cable Channel	○ Flyer – to post on channel	General public	April 29 – May 16

Grand Ledge Parks and Recreation Plan

A Short Opinion Survey

0%

The City of Grand Ledge is updating its Parks and Recreation Plan. We need your input regarding parks, recreational facilities, and programming in Grand Ledge. Please take a few moments to complete the following survey - it is brief and should take you about 5 minutes to complete. For your information, the City of Grand Ledge **owns** 13 parks and open space facilities and **operates** 12 of these facilities. Please note that Fitzgerald Park is operated by Eaton County. See the map below.

If you have any questions about the Parks and Recreation Plan, please contact Jodie Willobee, Assistant to the City Administrator, City of Grand Ledge, jwillobee@grand-ledge.com, 517-627-2149 Ext. 117.



Question 1 - Considering all area parks and open space facilities owned and/or operated by the City of Grand Ledge, Eaton County Parks, and Grand Ledge Public Schools as referenced on the map above, how often have you visited the following facilities in the past year?

	10 or more times	5 - 9 times	1 - 4 times	Not at all
Island Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bridge Street Plaza	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Jaycee Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Riverwalk	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Wide Walk	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
City Hall Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fitzgerald Memorial Field	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Oak Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Elaine Dible Memorial Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Colonial Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Riverfront Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fieldview Open Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fitzgerald Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lincoln Brick Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Grand Ledge Public School outdoor recreation facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 2 -Based upon your responses in Question 1, why do you visit area parks and open spaces? Please check all that apply.

Art enjoyment

Participating in organized sports or activities

Baseball/Softball

Participating in other annual

- Basketball
- Bicycling
- Bird watching
- Boating
- Canoeing or kayaking
- Farmers Market
- Fishing
- Frisbee/Disc Golf
- Health and fitness
- Movies in the Park
- Music in the Park
- Nature enjoyment
- events/festivals
- Picnics
- Playgrounds
- Riverboat attraction
- Rock climbing
- Running or jogging
- Shelter rental
- Skateboarding/rollerblading
- Sledding
- Volleyball
- Walking
- Watching organized sports or activities
- Other
(please specify):

NOTE - for the remaining questions, please consider only the 12 parks and open spaces owned and operated by the City of Grand Ledge.

Question 3 - Please provide your overall opinion regarding the following aspects of City operated parks and open spaces.

	Excellent	Good	Poor	Don't know
Park Maintenance/Appearance	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Variety of Amenities/Facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Safety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Question 4 - Please provide your opinion regarding these recreational statements.

	Strongly Agree	Agree	Indifferent	Disagree	Strongly Disagree
It is important to enhance recreational opportunities on the Grand River.	<input type="radio"/>				
It is important to preserve and protect the Grand River.	<input type="radio"/>				
It is important to provide outdoor recreational facilities, athletic fields, and courts within the Grand Ledge park system.	<input type="radio"/>				
It is important that Grand Ledge parks have non-motorized pathways and trails.	<input type="radio"/>				
Public greenspace is an important element of Grand Ledge parks.	<input type="radio"/>				

Question 5 - Considering the resources and funds available, which of the following is **most important** for City operated parks and open spaces in the next 5 years?

- Acquire more park space
- Enhance existing parks

Keep Grand Ledge Parks as they are now

Question 6 - Would you support increased funding for Grand Ledge Parks and Recreation?

Yes No

Question 7 - What additional facilities or amenities would you like to see added to City operated parks and open spaces? Please check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Amphitheater | <input type="checkbox"/> Natural areas |
| <input type="checkbox"/> Art | <input type="checkbox"/> Playground equipment |
| <input type="checkbox"/> Baseball | <input type="checkbox"/> Recreational pathways for walking, bicycling, etc. |
| <input type="checkbox"/> Basketball courts | <input type="checkbox"/> Skate park |
| <input type="checkbox"/> Dog park | <input type="checkbox"/> Soccer fields |
| <input type="checkbox"/> Farmer's market/Pavilion | <input type="checkbox"/> Splash pad/water play |
| <input type="checkbox"/> Ice rink | <input type="checkbox"/> Tennis courts |
| <input type="checkbox"/> Kayak/canoe launch | <input type="checkbox"/> Wayfinding signs |
| <input type="checkbox"/> Kayak/canoe rental | <input type="checkbox"/> No Changes |
| <input type="checkbox"/> More public access to the Grand River | <input type="checkbox"/> Other |
| <input type="checkbox"/> Restrooms | (Please specify): <input type="text" value="Type here"/> |

Question 8 - If you or a family member has a disability, please indicate which of the following are needed in the City operated parks and open spaces. If no one in your family has a disability, please skip to Question 9.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Flatter, easier grades	<input type="radio"/>				
Accessible playgrounds	<input type="radio"/>				
Accessible parking	<input type="radio"/>				
Accessible waterfront access	<input type="radio"/>				
Accessible restrooms	<input type="radio"/>				
Paved trails	<input type="radio"/>				
Accessible spectator viewing areas	<input type="radio"/>				

Question 9 - Do you support collaborative recreation partnerships among Grand Ledge Public Schools, Eaton County, and the City of Grand Ledge?

Yes No

Question 10 - What do you like best about parks and recreation in Grand Ledge?

Type here

Question 11 - What would you do to improve parks and recreation in Grand Ledge?

Type here

Question 12 - What new recreation programs would you like to see in Grand Ledge?

Type here

Next

Grand Ledge Parks and Recreation Plan

A Short Opinion Survey

50%

Question 13 - Where do you live?

- Within the City of Grand Ledge
- Greater Grand Ledge Region
- Greater Lansing Region
- None of the above

Question 14 - How many years have you lived in the Grand Ledge area?

- Less than 1
- 1 to 4
- 5 to 10
- 11 to 19
- Over 20

I don't live in the Grand Ledge area

Question 15 - How many children under the age of 18 live in your household?

1 2 3 4 5 6 or more

Question 16 - What is your age?

Under 18 18-29 30-39 40-49 50-64 65 and Older

Question 17 - Are there any other comments you wish to add?

Type here

Back

Submit

City of Grand Ledge - Parks Survey

www.GrandLedgeSurvey.com

What are your favorite park activities?

What do you love about the parks?

What would you like to change?

How often do you visit?

We want to hear from you!

www.GrandLedgeSurvey.com

Please fill out this quick survey **before May 16, 2016** and help make Grand Ledge parks the best they can be!

Grand Ledge Jaycee Park Boat Launch

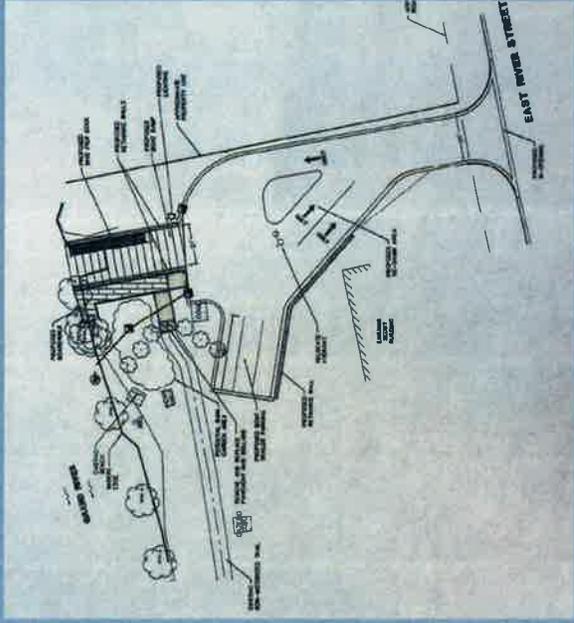
Opinion of Construction Cost - MNRTF Project No. TF11-041

March 14, 2016 Rev. 3/22/2016

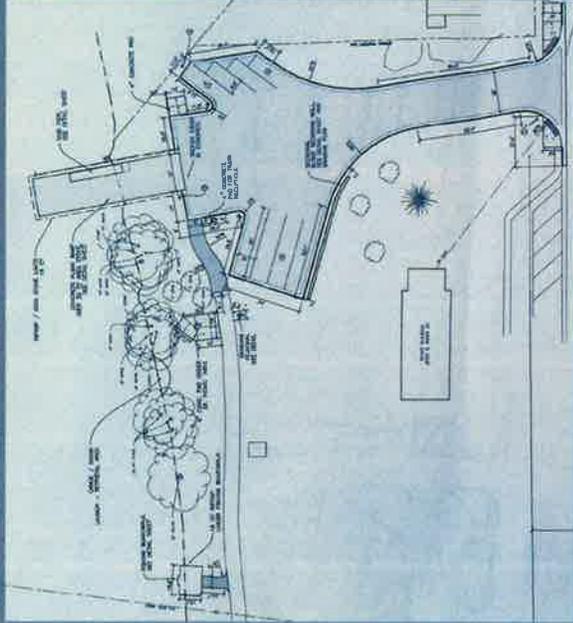
No.	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$15,000.00	\$15,000.00
2	Transplant Tree	EA	6	\$800.00	\$4,800.00
3	Remove Gravel	SF	8000	\$2.00	\$16,000.00
4	Remove Pavement	SY	150	\$4.00	\$600.00
5	Remove Curb & Gutter	LF	110	\$3.00	\$330.00
6	Remove Storm Sewer	LF	40	\$1.00	\$40.00
7	Soil Erosion & Sedimentation Control	LS	1	\$8,000.00	\$8,000.00
8	Earth Excavation	CY	600	\$12.00	\$7,200.00
9	Dredging	CY	40	\$30.00	\$1,200.00
10	8" SDR 26 Storm Sewer	LF	50	\$50.00	\$2,500.00
11	Plain Rip Rap	SY	200	\$36.00	\$7,200.00
12	AREA Stone	TON	200	\$50.00	\$10,000.00
13	MDOT 21AA Base - 8"	SY	1400	\$15.00	\$21,000.00
14	MDOT 13A	TON	350	\$70.00	\$24,500.00
15	Grading	STA	7	\$150.00	\$1,050.00
16	Concrete Sidewalk	SF	250	\$4.00	\$1,000.00
17	Concrete Curb & Gutter	LF	700	\$15.00	\$10,500.00
18	Pier	LS	1	\$15,000.00	\$15,000.00
19	Concrete Plank Ramp	SF	1765	\$16.00	\$28,240.00
20	Landscaping / Plantings / Restoration	LS	1	\$8,000.00	\$8,000.00
21	Pavement Marking / Signage	LS	1	\$3,000.00	\$3,000.00
22	River Walk Conector ("Boardwalk")	SF	880	\$4.50	\$3,960.00
MNRTF Grant TF11-041 (\$138,800.00)				Sub Total Construction	\$189,120.00
				5% Contingency	\$9,456.00
				Design Engineering	\$18,265.00
				Construction Engineering	\$7,770.00
				Total Opinion of Cost	\$224,700.00

Jaycee Boat Launch Designs Submitted to DNR

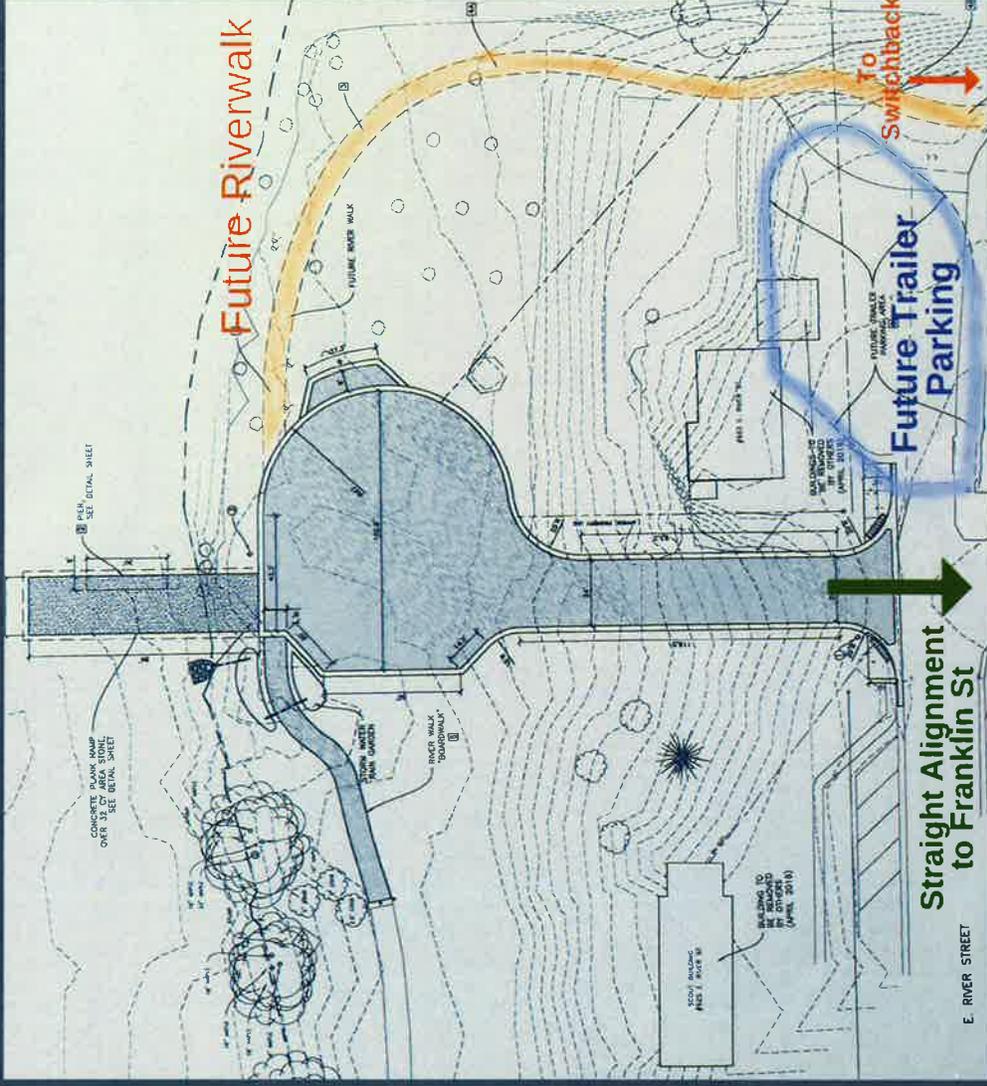
2011 - Application
DNR Preliminary Approval



2013 - Revision Submitted
Under Review from DNR



2016 - Revision Submitted - DNR Preliminary Approval



- Financially feasible design
- Can construct this year in compliance with MDNR
- Straight alignment to Franklin Street ensuring River Boat access
- Green space preserved in "old" and "new" areas of Jaycee Park
- Includes future Riverwalk connection to Switchback
- Includes future boat trailer parking outside of "flood plain"

Assistant City Administrator – April Activity Report

Human Resources

- Advertised, reviewed resumes and interviewed candidates for a Utility Operator position. Offered a conditional offer of employment which was accepted.
- Revised the job description (in your packet) and advertised for our Public Works Supervisor.
- Interviewed seasonal employees and compiled background information.
- Completed retiree paperwork for Officer Mark Sleep.

Ongoing projects/tasks

- Continue process of hiring Seasonal laborers until completed.
- Continue process of hiring the Public Works Supervisor.
- Analysis of Personnel Manual.
- Compile policies and procedures to help stream line all departments.

Airport Management

- Prepared the May Airport Board packets.
- Contacted landscaper to discuss additional round up on the taxiway and runway.
- Continued correspondence with residents near airport for tree removal.

Ongoing projects/tasks

- Tree removal in the airport approach area.

DDA

- Prepared for and attended April meeting. Compiled minutes.
- Finalized Landscape Maintenance Contract (DDA and City Hall are combined with one contractor)
- Contacted Bronner's regarding replacement lights for seasonal decorations. Bronner's delivered over 100 light bulbs at no cost to the DDA.

Ongoing projects/tasks

- Replace light pole on Bridge Street that was struck by vehicle.
- Update façade program guidelines.
- Replace the railing behind Fortino's.

Building Management

- RFP for building maintenance was finalized and mailed to area contractors.
- Direct on going repairs by part time staff personnel and contractors as needed. This month the garage door opener in the police department was not functioning properly and the slides were damaged on the playground area as well.

Ongoing projects/tasks

- Coordinate replacement of slides that were damaged.
- Continue work on a building maintenance information book to be used by all staff.
- Educate additional staff on building maintenance.

City Clerk – Monthly Report

April 2016

Elections

- Received and certified nominating petitions for City Council and Charter Commission.

Records Management

- Finalized paperwork and documents approved at the 11 and 25 April 2016 regular City Council meetings.
 - Filed paperwork and documents, forwarded appropriate documents to respective management team members, and published legal notices.
- Participated in teleconference call with vendor on automated records management and meeting processes.
- Finalized the draft City Facilities Rental Policy and submitted to staff for review.

Communications

- Worked with Lansing State Journal and Grand Ledge Independent on legal publication billings.
- Worked with vendor for additional vinyl lettering for the administrative offices.
- Worked with vendor for additional audio/video equipment for the administrative offices.

Professional Development

- Attended Capital Area Municipal Clerks Association Executive Board meeting.

City Charter Revision

- Provided certified candidates with the current City Charter, the Jonesville City Charter, and the Ovid City Charter, and Charter Revision information from the Michigan Municipal League.

Bank Code	Description	Beginning Balance 04/01/2016	Total Debits	Total Credits	Ending Balance 04/30/2016
Chasc	CHASE CHECKING				
101	GENERAL FUND	1,161,287.31	201,309.53	394,850.55	967,746.29
202	MAJOR STREET FUND	(56,976.62)	49,928.50	29,342.39	(36,390.51)
203	LOCAL STREET FUND	140,195.64	14,171.71	34,513.31	119,854.04
204	MUNICIPAL STREET FUND	343,145.12	149.83	17,813.37	325,481.58
208	PARKS & RECREATION FUND	81,890.24	412.45	8,207.23	74,095.46
248	DDA FUND	214,631.16	60.48	15,453.71	199,237.93
264	DRUG FORFEITURE FUND	9,871.04	2.95	0.00	9,873.99
265	POLICE RESTRICTED FUND	18,706.30	0.37	17,875.00	831.67
274	GRANTS FUND	149,855.71	0.00	0.00	149,855.71
295	AIRPORT FUND	142,240.82	2,843.16	1,429.95	143,654.03
304	2004 CAP IMPROV BONDS FUND	134,693.62	0.00	12,533.62	122,160.00
394	DDA DEBT FUND	239,074.06	71.34	145,225.64	93,919.76
397	ISLAND BRIDGE DEBT FUND	30,689.28	9.16	29,778.75	919.69
494	DDA CAPITAL PROJECTS FUND	276,134.51	82.40	0.00	276,216.91
495	LDEFA FUND	192,510.04	57.44	6,602.10	185,965.38
592	WATER & SEWER FUND	18,272.87	301,833.59	182,909.71	137,196.75
661	EQUIPMENT OPERATING FUND	53,348.82	33,170.83	16,310.01	70,209.64
678	EMPLOYEE BENEFITS FUND	240,370.33	1,685.26	57,092.64	184,962.95
701	MISC TAXES FUND	20,787.72	2,783.15	1,477.50	22,093.37
704	CURRENT TAX FUND	135.48	0.00	0.00	135.48
750	PAYROLL CLEARING FUND	(19,091.17)	131,614.01	124,840.94	(12,318.10)
	CHASE CHECKING	3,391,772.28	740,186.16	1,096,256.42	3,035,702.02
	TOTAL - ALL FUNDS	3,391,772.28	740,186.16	1,096,256.42	3,035,702.02

REVENUE AND EXPENDITURE REPORT FOR CITY OF GRAND LEDGE

PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	2015-16	2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDGT USED
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET	04/30/2016 NORM (ABNORM)	MONTH 04/30/2016 INCR (DECR)	MONTH 04/30/2016 INCR (DECR)	BALANCE NORM (ABNORM)	BALANCE (ABNORM)	
Fund 101 - GENERAL FUND									
170.101-GENERAL		2,980,897.00	3,017,375.74	2,835,641.42	183,311.94		181,734.32		93.98
170.272-RECYCLING		24,850.00	24,850.00	16,722.32	1,577.27		8,127.68		67.29
170.274-COMPOSTING		24,567.00	24,567.00	14,320.00	5,050.00		10,247.00		58.29
170.276-CEMETERY		91,840.00	91,840.00	54,233.10	7,832.38		37,606.90		59.05
300.301-POLICE		53,350.00	60,850.00	41,677.75	3,827.01		19,172.25		68.49
TOTAL Revenues		3,175,504.00	3,219,482.74	2,962,594.59	201,598.60		256,888.15		92.02
100.101-CITY COUNCIL		9,766.00	9,766.00	5,771.09	0.00		3,994.91		59.09
170.172-CITY ADMINISTRATION		198,072.00	200,706.00	156,284.36	16,704.43		44,421.64		77.87
170.191-ELECTIONS		17,100.00	17,100.00	8,928.04	913.78		8,171.96		52.21
170.209-ASSESSING		63,001.00	63,001.00	49,611.96	15,190.16		13,389.04		78.75
170.210-ATTORNEY		25,000.00	25,000.00	17,274.13	1,017.20		7,725.87		69.10
170.215-CLERK'S OFFICE		105,073.00	105,073.00	81,113.86	9,456.03		23,959.14		77.20
170.253-FINANCE		208,215.00	209,835.00	171,275.32	15,573.04		38,559.68		81.62
170.265-CITY HALL		268,527.00	303,882.00	246,928.56	117,023.54		56,953.44		81.26
170.272-RECYCLING		27,745.00	27,745.00	18,761.08	3,975.67		8,983.92		67.62
170.274-COMPOSTING		27,260.00	27,260.00	22,067.47	361.13		5,192.53		80.95
170.276-CEMETERY		134,153.00	151,128.00	83,390.28	20,309.94		67,737.72		55.18
170.292-GENERAL GOVERNMENT		156,959.00	159,109.00	109,131.59	9,135.49		49,977.41		68.59
170.294-SPECIAL PROJECTS		0.00	23,000.00	20,440.82	0.00		2,559.18		88.87
300.301-POLICE		1,386,266.00	1,408,241.00	1,090,327.84	120,574.34		317,913.16		77.42
300.371-BUILDING INSPECTION		96,300.00	96,300.00	92,530.27	7,947.54		3,769.73		96.09
300.410-PLANNING & ZONING		31,680.00	31,680.00	32,760.50	5,030.58		(1,080.50)		103.41
966.001-TRANSFERS OUT		488,000.00	488,000.00	488,000.00	0.00		0.00		100.00
TOTAL Expenditures		3,243,117.00	3,346,826.00	2,694,597.17	343,212.87		652,228.83		80.51

REVENUE AND EXPENDITURE REPORT FOR CITY OF GRAND LEDGE
 PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 04/30/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/2016 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDTG USED
Fund 101 - GENERAL FUND							
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		3,175,504.00	3,219,482.74	2,962,594.59	201,598.60	256,888.15	92.02
TOTAL EXPENDITURES		3,243,117.00	3,346,826.00	2,694,597.17	343,212.87	652,228.83	80.51
NET OF REVENUES & EXPENDITURES		(67,613.00)	(127,343.26)	267,997.42	(141,614.27)	(395,340.68)	210.45
Fund 202 - MAJOR STREET FUND							
000.202-MAJOR STREET REVENUES							
TOTAL Revenues		514,395.00	588,435.00	420,905.01	50,868.35	167,529.99	71.53
440.102-PRESERVATION STREETS		164,860.00	164,860.00	124,516.61	13,946.00	40,343.39	75.53
440.103-TRAFFIC SERVICE		22,066.00	23,228.00	15,851.03	1,204.77	7,376.97	68.24
440.456-OPERATING EXPENSES		30,913.00	30,913.00	36,473.87	2,530.14	(5,560.87)	117.99
440.459-STATE TRUNKLINE		25,943.00	25,943.00	16,936.81	4,620.33	9,006.19	65.28
440.492-WINTER MAINTENANCE		77,760.00	77,760.00	41,362.89	3,948.28	36,397.11	53.19
440.495-ADMINISTRATION		64,501.00	64,501.00	56,201.59	2,721.48	8,299.41	87.13
440.501-CONSTRUCTION		253,700.00	327,498.00	323,607.48	500.00	3,890.52	98.81
TOTAL Expenditures		639,743.00	714,703.00	614,950.28	29,471.00	99,752.72	86.04
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		514,395.00	588,435.00	420,905.01	50,868.35	167,529.99	71.53
TOTAL EXPENDITURES		639,743.00	714,703.00	614,950.28	29,471.00	99,752.72	86.04
NET OF REVENUES & EXPENDITURES		(125,348.00)	(126,268.00)	(194,045.27)	21,397.35	67,777.27	153.68
Fund 203 - LOCAL STREET FUND							
000.203-LOCAL STREET REVENUES							
TOTAL Revenues		582,025.00	582,025.00	559,675.32	20,133.58	22,349.68	96.16
440.102-PRESERVATION STREETS		296,590.00	296,590.00	221,002.98	18,881.31	75,587.02	74.51
440.103-TRAFFIC SERVICE		15,796.00	15,796.00	20,716.56	2,649.44	(4,920.56)	131.15
440.456-OPERATING EXPENSES		29,479.00	29,479.00	31,522.07	4,500.74	(2,043.07)	106.93
440.492-WINTER MAINTENANCE		68,167.00	68,167.00	61,164.10	5,911.02	7,002.90	89.73
440.495-ADMINISTRATION		79,386.00	79,386.00	70,917.56	2,721.43	8,468.44	89.33
440.501-CONSTRUCTION		101,250.00	108,150.00	128,349.27	0.00	(20,199.27)	118.68

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET	04/30/2016 NORM (ABNORM)	04/30/2016 MONTH INCR (DECR)	NORM (ABNORM)	BALANCE	% BDGT USED	
Fund 203 - LOCAL STREET FUND									
TOTAL Expenditures									
590,668.00		597,568.00	533,672.54	34,663.94		89.31			
Fund 203 - LOCAL STREET FUND:									
TOTAL REVENUES									
582,025.00		582,025.00	559,675.32	20,133.58		96.16			
TOTAL EXPENDITURES									
590,668.00		597,568.00	533,672.54	34,663.94		89.31			
NET OF REVENUES & EXPENDITURES									
(8,643.00)		(15,543.00)	26,002.78	(14,530.36)		167.30			
Fund 204 - MUNICIPAL STREET FUND									
000.000-GENERAL									
927,395.00		927,395.00	791,168.14	149.83		85.31			
TOTAL Revenues									
927,395.00		927,395.00	791,168.14	149.83		85.31			
440.448-STREET LIGHTING		106,000.00	65,758.58	6,836.12		62.04			
440.495-ADMINISTRATION		702,353.00	702,298.45	0.00		99.99			
440.503-SIDEWALKS		28,987.00	13,554.07	4,477.34		46.76			
440.506-PROPERTY TAX & DEBT SERVICE		6,550.00	4,336.29	0.00		66.20			
590.590-STORM SEWER GENERAL		38,415.00	21,650.67	6,499.91		56.36			
TOTAL Expenditures									
882,305.00		882,305.00	807,598.06	17,813.37		91.53			
Fund 204 - MUNICIPAL STREET FUND:									
TOTAL REVENUES									
927,395.00		927,395.00	791,168.14	149.83		85.31			
TOTAL EXPENDITURES									
882,305.00		882,305.00	807,598.06	17,813.37		91.53			
NET OF REVENUES & EXPENDITURES									
45,090.00		45,090.00	(16,429.92)	(17,663.54)		36.44			
Fund 208 - PARKS & RECREATION FUND									
750.752-ADMINISTRATION									
145,365.00		145,365.00	150,138.79	22.45		103.28			
750.801-RECREATION		25,500.00	20,676.81	0.00		81.09			
750.902-PARKS AND BUILDINGS		6,500.00	5,668.00	60.00		87.20			
TOTAL Revenues									
177,365.00		177,365.00	176,483.60	82.45		99.50			
TOTAL EXPENDITURES									
31,667.00		31,667.00	33,484.23	1,534.46		105.74			
NET OF REVENUES & EXPENDITURES									
29,554.00		31,154.00	49,097.53	1,162.57		157.60			
Fund 208 - PARKS AND BUILDINGS									
750.902-PARKS AND BUILDINGS									
113,270.00		113,270.00	72,679.17	5,390.20		64.16			
TOTAL Expenditures									
174,491.00		176,091.00	155,260.93	8,087.23		88.17			

PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 04/30/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/2016 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BGDGT USED
Fund 208 - PARKS & RECREATION FUND							
Fund 208 - PARKS & RECREATION FUND:							
TOTAL REVENUES		177,365.00	177,365.00	176,483.60	82.45	881.40	99.50
TOTAL EXPENDITURES		174,491.00	176,091.00	155,260.93	8,087.23	20,830.07	88.17
NET OF REVENUES & EXPENDITURES		2,874.00	1,274.00	21,222.67	(8,004.78)	(19,948.67)	1,665.83
Fund 209 - CEMETERY FUND							
Fund 209 - CEMETERY FUND:							
170.276-CEMETERY		0.00	3,136.74	3,136.74	0.00	0.00	100.00
TOTAL Expenditures		0.00	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	0.00
TOTAL EXPENDITURES		0.00	3,136.74	3,136.74	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	(3,136.74)	(3,136.74)	0.00	0.00	100.00
Fund 248 - DDA FUND							
Fund 248 - DDA FUND:							
000.000-GENERAL		680,182.00	680,182.00	652,136.04	60.48	28,045.96	95.88
TOTAL Revenues		680,182.00	680,182.00	652,136.04	60.48	28,045.96	95.88
170.173-ECONOMIC DEVELOPMENT		311,258.00	356,258.00	212,548.79	15,453.71	143,709.21	59.66
966.001-TRANSFERS OUT		388,050.00	434,903.00	434,903.00	0.00	0.00	100.00
TOTAL Expenditures		699,308.00	791,161.00	647,451.79	15,453.71	143,709.21	81.84
Fund 248 - DDA FUND:							
TOTAL REVENUES		680,182.00	680,182.00	652,136.04	60.48	28,045.96	95.88
TOTAL EXPENDITURES		699,308.00	791,161.00	647,451.79	15,453.71	143,709.21	81.84
NET OF REVENUES & EXPENDITURES		(19,126.00)	(110,979.00)	4,684.25	(15,393.23)	(115,663.25)	4.22
Fund 264 - DRUG FORFEITURE FUND							
Fund 264 - DRUG FORFEITURE FUND:							
300.301-POLICE		16.00	16.00	23.48	2.95	(7.48)	146.75
300.323-FORFEITURE		0.00	0.00	1,173.00	0.00	(1,173.00)	100.00
TOTAL Revenues		16.00	16.00	1,196.48	2.95	(1,180.48)	7,478.00
300.304-K9 PROGRAM		320.00	320.00	161.95	0.00	158.05	50.61
TOTAL Expenditures		320.00	320.00	161.95	0.00	158.05	50.61
Fund 264 - DRUG FORFEITURE FUND:							
TOTAL REVENUES		16.00	16.00	1,196.48	2.95	(1,180.48)	7,478.00
TOTAL EXPENDITURES		320.00	320.00	161.95	0.00	158.05	50.61

PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	2015-16	2015-16	YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	AMENDED BUDGET	04/30/2016 NORM (ABNORM)	04/30/2016 INCR (DECR)	BALANCE NORM (ABNORM)	% B DGT USED		
Fund 264 - DRUG FORFEITURE FUND									
NET OF REVENUES & EXPENDITURES									
		(304.00)	(304.00)	1,034.53	2.95	(1,338.53)	340.31		
Fund 265 - POLICE RESTRICTED FUND									
300.301-POLICE									
		34.00	34.00	43.62	0.37	(9.62)	128.29		
	302.000-ACT 302	0.00	1,544.70	1,544.70	0.00	0.00	100.00		
	TOTAL Revenues	34.00	1,578.70	1,588.32	0.37	(9.62)	100.61		
	300.321-DRUG EDUCATION	0.00	0.00	32.99	0.00	(32.99)	100.00		
	302.000-ACT 302	0.00	3,019.47	2,261.08	400.00	758.39	74.88		
	966.001-TRANSFERS OUT	0.00	17,475.00	17,475.00	17,475.00	0.00	100.00		
	TOTAL Expenditures	0.00	20,494.47	19,769.07	17,875.00	725.40	96.46		
Fund 265 - POLICE RESTRICTED FUND:									
TOTAL REVENUES									
		34.00	1,578.70	1,588.32	0.37	(9.62)	100.61		
TOTAL EXPENDITURES									
		0.00	20,494.47	19,769.07	17,875.00	725.40	96.46		
NET OF REVENUES & EXPENDITURES									
		34.00	(18,915.77)	(18,180.75)	(17,874.63)	(735.02)	96.11		
Fund 274 - GRANTS FUND									
750.905-603 E RIVER ST TF14-0161									
		0.00	0.00	306,882.62	0.00	(306,882.62)	100.00		
	TOTAL Revenues	0.00	0.00	306,882.62	0.00	(306,882.62)	100.00		
	750.905-603 E RIVER ST TF14-0161	0.00	0.00	234,681.91	0.00	(234,681.91)	100.00		
	TOTAL Expenditures	0.00	0.00	234,681.91	0.00	(234,681.91)	100.00		
Fund 274 - GRANTS FUND:									
TOTAL REVENUES									
		0.00	0.00	306,882.62	0.00	(306,882.62)	100.00		
TOTAL EXPENDITURES									
		0.00	0.00	234,681.91	0.00	(234,681.91)	100.00		
NET OF REVENUES & EXPENDITURES									
		0.00	0.00	72,200.71	0.00	(72,200.71)	100.00		
Fund 295 - AIRPORT FUND									
170.270-AIRPORT									
		61,530.00	61,530.00	49,640.16	2,843.16	11,889.84	80.68		
	TOTAL Revenues	61,530.00	61,530.00	49,640.16	2,843.16	11,889.84	80.68		
	170.270-AIRPORT	65,525.00	94,025.00	69,648.09	1,429.95	24,376.91	74.07		
	TOTAL Expenditures	65,525.00	94,025.00	69,648.09	1,429.95	24,376.91	74.07		

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 04/30/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/2016 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 295 - AIRPORT FUND							
Fund 295 - AIRPORT FUND:							
TOTAL REVENUES		61,530.00	61,530.00	49,640.16	2,843.16	11,889.84	80.68
TOTAL EXPENDITURES		65,525.00	94,025.00	69,648.09	1,429.95	24,376.91	74.07
NET OF REVENUES & EXPENDITURES		(3,995.00)	(32,495.00)	(20,007.93)	1,413.21	(12,487.07)	61.57
Fund 304 - 2004 CAP IMPROV BONDS FUND							
000.000-GENERAL							
931.001-TRANSFERS IN		200.00	200.00	199.76	(50.62)	0.24	99.88
TOTAL Revenues		124,320.00	124,320.00	124,320.00	0.00	0.00	100.00
905.906-DEBT SERVICE		124,520.00	124,520.00	124,519.76	(50.62)	0.24	100.00
966.001-TRANSFERS OUT		124,620.00	124,620.00	2,460.00	0.00	122,160.00	1.97
TOTAL Expenditures		0.00	12,483.00	12,483.00	12,483.00	0.00	100.00
TOTAL Revenues		124,620.00	137,103.00	14,943.00	12,483.00	122,160.00	10.90
Fund 304 - 2004 CAP IMPROV BONDS FUND:							
TOTAL REVENUES		124,520.00	124,520.00	124,519.76	(50.62)	0.24	100.00
TOTAL EXPENDITURES		124,620.00	137,103.00	14,943.00	12,483.00	122,160.00	10.90
NET OF REVENUES & EXPENDITURES		(100.00)	(12,583.00)	109,576.76	(12,533.62)	(122,159.76)	870.83
Fund 394 - DDA DEBT FUND							
905.906-DEBT SERVICE							
TOTAL Revenues		276,450.00	323,303.00	323,409.20	71.34	(106.20)	100.03
905.906-DEBT SERVICE		276,450.00	323,303.00	323,409.20	71.34	(106.20)	100.03
TOTAL Expenditures		276,050.00	322,903.00	236,684.99	145,225.64	86,218.01	73.30
TOTAL Revenues		276,050.00	322,903.00	236,684.99	145,225.64	86,218.01	73.30
TOTAL Expenditures		276,050.00	322,903.00	236,684.99	145,225.64	86,218.01	73.30
Fund 394 - DDA DEBT FUND:							
TOTAL REVENUES		276,450.00	323,303.00	323,409.20	71.34	(106.20)	100.03
TOTAL EXPENDITURES		276,050.00	322,903.00	236,684.99	145,225.64	86,218.01	73.30
NET OF REVENUES & EXPENDITURES		400.00	400.00	86,724.21	(145,154.30)	(86,324.21)	21,681.0
Fund 397 - ISLAND BRIDGE DEBT FUND							
905.906-DEBT SERVICE							
TOTAL Revenues		34,848.00	34,848.00	34,868.98	9.16	(20.98)	100.06
905.906-DEBT SERVICE		34,848.00	34,848.00	34,868.98	9.16	(20.98)	100.06
TOTAL Revenues		34,808.00	34,808.00	35,057.50	29,778.75	(249.50)	100.72
905.906-DEBT SERVICE		34,808.00	34,808.00	35,057.50	29,778.75	(249.50)	100.72
TOTAL Expenditures		34,808.00	34,808.00	35,057.50	29,778.75	(249.50)	100.72

GL NUMBER	DESCRIPTION	2015-16 ORIGINAL BUDGET	2015-16 AMENDED BUDGET	YTD BALANCE 04/30/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/2016 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BGT USED
Fund 397 - ISLAND BRIDGE DEBT FUND							
Fund 397 - ISLAND BRIDGE DEBT FUND:							
TOTAL REVENUES		34,848.00	34,848.00	34,868.98	9.16	(20.98)	100.06
TOTAL EXPENDITURES		34,808.00	34,808.00	35,057.50	29,778.75	(249.50)	100.72
NET OF REVENUES & EXPENDITURES		40.00	40.00	(188.52)	(29,769.59)	228.52	471.30
Fund 494 - DDA CAPITAL PROJECTS FUND							
900.901-CAPITAL OUTLAY - PUBLIC IMPROV							
TOTAL Revenues		100,000.00	100,000.00	100,576.78	82.40	(576.78)	100.58
Fund 494 - DDA CAPITAL PROJECTS FUND:							
TOTAL REVENUES		100,000.00	100,000.00	100,576.78	82.40	(576.78)	100.58
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		100,000.00	100,000.00	100,576.78	82.40	(576.78)	100.58
Fund 495 - LDFA FUND							
000.000-GENERAL							
TOTAL Revenues		8,830.00	8,830.00	10,648.21	0.00	(1,818.21)	120.59
900.901-CAPITAL OUTLAY - PUBLIC IMPROV							
TOTAL Revenues		80,000.00	229,750.00	229,873.24	0.00	(123.24)	100.05
900.901-CAPITAL OUTLAY - PUBLIC IMPROV							
TOTAL Revenues		88,830.00	238,580.00	240,521.45	0.00	(1,941.45)	100.81
900.901-CAPITAL OUTLAY - PUBLIC IMPROV							
TOTAL Revenues		89,253.00	111,057.00	47,482.20	6,544.66	63,574.80	42.75
TOTAL Expenditures		89,253.00	111,057.00	47,482.20	6,544.66	63,574.80	42.75
Fund 495 - LDFA FUND:							
TOTAL REVENUES		88,830.00	238,580.00	240,521.45	0.00	(1,941.45)	100.81
TOTAL EXPENDITURES		89,253.00	111,057.00	47,482.20	6,544.66	63,574.80	42.75
NET OF REVENUES & EXPENDITURES		(423.00)	127,523.00	193,039.25	(6,544.66)	(65,516.25)	151.38
Fund 592 - WATER & SEWER FUND							
000.440-PUBLIC WORKS-REVENUE							
TOTAL Revenues		1,000.00	1,000.00	727.03	42.36	272.97	72.70
000.591-WATER-REVENUES							
TOTAL Revenues		1,535,831.00	1,535,831.00	951,273.06	99,984.81	584,557.94	61.94
000.592-SANITARY SEWER -REVENUES							
TOTAL Revenues		2,051,220.00	2,051,220.00	1,161,283.81	133,090.91	889,936.19	56.61
TOTAL Revenues		3,588,051.00	3,588,051.00	2,113,283.90	233,118.08	1,474,767.10	58.90
591.012-JENNE ST RECONSTRUCTION							
TOTAL Revenues		128,850.00	128,850.00	127,209.69	0.00	1,640.31	98.73
591.544-PUMPING							
TOTAL Revenues		107,182.00	107,182.00	58,055.69	4,965.05	49,126.31	54.17
591.545-WATER TREATMENT							
TOTAL Revenues		100,275.00	110,855.00	72,868.68	6,493.66	37,986.32	65.73

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BGDG USED
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET	04/30/2016 NORM (ABNORM)	04/30/2016 NORM (ABNORM)	MONTH 04/2016 INCR (DECR)	MONTH 04/2016 INCR (DECR)	BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 592 - WATER & SEWER FUND										
591.546	TRANSMISSION AND DISTRIBUTION	460,374.00	461,894.00	328,840.38	328,840.38	58,929.69	58,929.69	133,053.62	133,053.62	71.19
591.548	WATER-GENERAL EXPENSE	716,166.00	744,095.00	366,476.27	366,476.27	39,474.77	39,474.77	377,618.73	377,618.73	49.25
592.012	JENNE ST RECONSTRUCTION	191,450.00	191,450.00	194,641.16	194,641.16	0.00	0.00	(3,191.16)	(3,191.16)	101.67
592.536	PLANT OPERATION & MAINTENANCE	634,781.00	661,315.12	502,206.34	502,206.34	46,778.75	46,778.75	159,108.78	159,108.78	75.94
592.538	LIFT STATION	57,922.00	57,922.00	41,904.75	41,904.75	3,287.23	3,287.23	16,017.25	16,017.25	72.35
592.539	SEWERS	307,132.00	283,652.00	221,485.87	221,485.87	9,209.94	9,209.94	62,166.13	62,166.13	78.08
592.542	SEWER GENERAL EXPENSE	813,324.00	811,862.00	354,632.65	354,632.65	12,558.67	12,558.67	457,229.35	457,229.35	43.68
TOTAL Expenditures		3,517,456.00	3,559,077.12	2,268,321.48	2,268,321.48	181,697.76	181,697.76	1,290,755.64	1,290,755.64	63.73
Fund 592 - WATER & SEWER FUND:										
TOTAL REVENUES		3,588,051.00	3,588,051.00	2,113,283.90	2,113,283.90	233,118.08	233,118.08	1,474,767.10	1,474,767.10	58.90
TOTAL EXPENDITURES		3,517,456.00	3,559,077.12	2,268,321.48	2,268,321.48	181,697.76	181,697.76	1,290,755.64	1,290,755.64	63.73
NET OF REVENUES & EXPENDITURES		70,595.00	28,973.88	(155,037.58)	(155,037.58)	51,420.32	51,420.32	184,011.46	184,011.46	535.09
Fund 661 - EQUIPMENT OPERATING FUND										
440.441	EQUIPMENT OPERATION	303,935.00	303,935.00	270,294.14	270,294.14	34,684.17	34,684.17	33,640.86	33,640.86	88.93
TOTAL Revenues		303,935.00	303,935.00	270,294.14	270,294.14	34,684.17	34,684.17	33,640.86	33,640.86	88.93
440.441	EQUIPMENT OPERATION	273,163.00	273,163.00	218,172.43	218,172.43	16,217.06	16,217.06	54,990.57	54,990.57	79.87
TOTAL Expenditures		273,163.00	273,163.00	218,172.43	218,172.43	16,217.06	16,217.06	54,990.57	54,990.57	79.87
Fund 661 - EQUIPMENT OPERATING FUND:										
TOTAL REVENUES		303,935.00	303,935.00	270,294.14	270,294.14	34,684.17	34,684.17	33,640.86	33,640.86	88.93
TOTAL EXPENDITURES		273,163.00	273,163.00	218,172.43	218,172.43	16,217.06	16,217.06	54,990.57	54,990.57	79.87
NET OF REVENUES & EXPENDITURES		30,772.00	30,772.00	52,121.71	52,121.71	18,467.11	18,467.11	(21,349.71)	(21,349.71)	169.38
Fund 678 - EMPLOYEE BENEFITS FUND										
850.852	EMPLOYEE BENEFITS	737,000.00	737,000.00	540,501.31	540,501.31	1,685.26	1,685.26	196,498.69	196,498.69	73.34
TOTAL Revenues		737,000.00	737,000.00	540,501.31	540,501.31	1,685.26	1,685.26	196,498.69	196,498.69	73.34
850.852	EMPLOYEE BENEFITS	723,560.00	723,560.00	536,886.62	536,886.62	57,092.64	57,092.64	186,673.38	186,673.38	74.20
TOTAL Expenditures		723,560.00	723,560.00	536,886.62	536,886.62	57,092.64	57,092.64	186,673.38	186,673.38	74.20

PERIOD ENDING 04/30/2016

GL NUMBER	DESCRIPTION	2015-16		YTD BALANCE 04/30/2016 NORM (ABNORM)	ACTIVITY FOR MONTH 04/30/2016 INCR (DECR)	AVAILABLE	
		ORIGINAL BUDGET	2015-16 AMENDED BUDGET			NORM (ABNORM)	% BDTG USED
Fund 678 - EMPLOYEE BENEFITS FUND							
Fund 678 - EMPLOYEE BENEFITS FUND:							
TOTAL REVENUES		737,000.00	737,000.00	540,501.31	1,685.26	196,498.69	73.34
TOTAL EXPENDITURES		723,560.00	723,560.00	536,886.62	57,092.64	186,673.38	74.20
NET OF REVENUES & EXPENDITURES		13,440.00	13,440.00	3,614.69	(55,407.38)	9,825.31	26.90
TOTAL REVENUES - ALL FUNDS		11,372,080.00	11,688,246.44	9,670,245.80	545,339.56	2,018,000.64	77.52
TOTAL EXPENDITURES - ALL FUNDS		11,334,387.00	11,788,301.33	9,138,476.75	917,046.58	2,649,824.58	77.52
NET OF REVENUES & EXPENDITURES		37,693.00	(100,054.89)	531,769.05	(371,707.02)	(631,823.94)	531.48

Activity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Traffic Crash: Public & Private (931a)	24	14	10	13									61
Traffic Crash: Personal Injury (931b)	1	2	0	0									3
Crash Totals	25	16	10	13	0	0	0	0	0	0	0	0	64
Breaking & Entering (998P)	2	2	4	1									9
Larceny (2399)	6	4	3	18									31
Retail Fraud (3073)	3	3	3	6									15
Bad Checks (2693)	1	0	0	0									1
Credit Card Fraud (2605)	0	1	0	1									2
Forgery (2589)	0	0	0	1									1
Identity Theft (2609)	0	3	0	2									5
Malicious Destruction of Property (2901 & 2999)	2	3	2	2									9
Stolen Vehicle (2404)	0	0	0	0									0
Property Crimes Total	14	16	12	31	0	0	0	0	0	0	0	0	73
Domestic Assault (994D)	0	0	1	2									3
Assault & Battery (1313)	2	1	5	4									12
Personal Crimes Total	2	1	6	6	0	0	0	0	0	0	0	0	15
Reports Taken	84	80	86										250
Civil Infraction Citations (933A)	20	26	23	10									0
Misdemeanor Citations (5403)	5	2	1	5									10
OWI (8041)	2	2	1	1									5
Traffic Total	27	30	25	16	0	0	0	0	0	0	0	0	16

The Victorian Day Celebration grew in size this year and in cooperation. An increase in the size of the event lead to the possibility of there being a parking overflow for the vehicles owned by Festival participants. As a precaution the Police Dept. met with the event's organizers and put together a plan to use on-street parking adjacent to two nearby public parks. As a part of that process the Department developed fliers to be distributed to near by neighbors so that everyone would be aware of the event and the possible need for overnight parking. As it turned out we did not need the parking but in the process of distributing the fliers our officers had a lot of face to face contact with the nearby residents. That lead to some nice interaction and , in the end, the forwarding of two neighborhood concerns that were forwarded to the entire Department.

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

DRINKING WATER

Treated water pumped to system – 19.243 million gallons for the month of April, average daily production was 0.641 million gallons per day. Maximum day was 1.166 million gallons pumped while the minimum day was 0.431 million gallons.

Water was treated with 210.4 lbs. of chlorine gas with an average chlorine residual in the system of 0.34 parts per million (ppm) free chlorine and 0.43 ppm total chlorine. 52.6 lbs of fluoride was also added during the month, measured fluoride in the water system was at 0.83 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 1,067 meters were read in Cycle 1 (south east side of town and the area along Saginaw Highway in April. There were also 13 re-reads of those meters, and 29 final readings collected. Staff also responded to 20 requests for water shut-offs or turn-ons. During April there were 31 water meters replaced, most of which were part of an effort to replace all water meters that have been in service over 10 years. The goal is to replace 250 of those meters by the end of June.

Staff responded to 88 staking requests from the Miss Dig system to locate City water and sewer lines, 7 of those requests were emergencies. DPS was responsible for calling in 33 of the requests, primarily for excavating sidewalk.

The electronic controls that regulate the operation and of the City's wells and pumping equipment at the Iron Removal Plant were updated by Oudbier Instruments of Grand Rapids. The equipment that was replaced was original equipment from when the Iron Plant went into operation in 1988.

The sampling station located on the 100 block of North Clinton St. was replaced in April. The station is one of five located around the City and is one of the sites used to collect the required monthly water samples checked for Coliform bacteria.

Regular distribution system maintenance included main valve exercising and hydrant flushing to remove accumulated sediments from the City's water mains. Flushing is conducted twice yearly in the Spring and in the Fall, it will be concluded in the first week of May.

Four employees attended training sessions during the month for math used in water distribution, water treatment, and an overview of topics expected to be included in the State test for Limited Treatment of water systems. The four employees are scheduled to take the test early in May. All

DPS employees attended a three-hour training session on the operation of lift trucks. The session was followed by a driving test. The training and testing is required by MIOSHA to be completed every three years to operate that equipment, all employees passed and were re-certified.

WASTEWATER TREATMENT AND COLLECTION SYSTEM

The wastewater treatment plant treated and discharged 50.028 million gallons to the Grand River, a monthly average of 1.668 million gallons per day. Some of the effluent characteristics were:

- 5 day BOD monthly average = 7 ppm, limit is 25 ppm, plant achieved 96% removal
- Suspended solids, monthly average = 3.8 ppm, limit is 30 mg/l, plant achieved 98% removal
- Phosphorus, monthly average = 0.6 ppm, limit is 1.0 ppm

There were no monthly violations of the City's NPDES permit in April, the quality of the water discharged from the plant was very good. High flows due to the normal spring rains were not experienced.

The plant is an observation station for the National Weather Service and recorded a total of 3.24 inches of precipitation for the month. The monthly high was recorded on April 1 with a daily measurement of 0.77 inches.

The ten meters that measure flow through the treatment plant were checked and calibrated by Oudbier Instruments of Grand Rapids during the month.

Both final clarification tanks and three chlorine contact tanks were drained, cleaned, and put back into service.

Sludge pumps at the plant were checked, adjusted and one of the pumps had lobes and seals replaced.

The cleaning of dead-end sanitary sewers on the City's north side, which was started in March, was continued although it was interrupted by a mechanical failure of the vacuum system on the sewer cleaning truck. The truck was down two weeks for repairs. The repair was covered by warranty as it experienced the same problems in 2015.

OAKOOD CEMETERY

There were a total of six interments made in the month at Oakwood Cemetery. Four were full burials while two were cremains. Two of the deceased were residents.

Activity at the Cemetery picked up with the return of Don Collin and Greg Poxson. The two kept busy picking up fallen limbs and Holiday decorations, repairing snow plow damage, and filling, placing topsoil, and seeding graves dug during the winter. A total of 22 grave sites were restored.

Concrete was poured for the walkway and a portion of the base of the Korean War Memorial on April 30. The monument is scheduled for a dedication on Memorial Day weekend.

Mowing of the Cemetery began in mid-April.

STREETS

DPS was required to salt streets one last time for the winter season in response to a snowfall on April 8-9. The airport also had to be plowed on that Saturday.

Considerable work was completed in the downtown area which included prep work for the installation of decorative stone at the base of the sculpture at Riverview Park and assisting in the repair of the sculpture, clearing of the site at the corner of West Jefferson and Harrison for a second public art piece, moving the benches from winter storage back into the downtown area, and assisting with the set-up for Victorian Days, including sweeping of the downtown streets.

One of the decorative street lights on the 400 block of North Bridge St. was hit by a motorist and was removed.

Sections of hazardous sidewalk at 13 locations on the City's north side were removed and replaced by a DPS crew during April. The sections presented a trip hazard and had been lifted by the roots of City-owned street trees. The work involves removal of the damaged sections, cutting and removing the roots, grading, and replacing the concrete sidewalk. The work will continue through this year all over town.

General street maintenance performed during the month included grading of unimproved streets, sign repair, filling of potholes, removal of debris from catch basins, and street sweeping.

Bids for the East River/Russell St. reconstruction project was opened on April 19. The low bidder was TCI, Inc. of Eaton Rapids, their bid was in the amount of \$543,545.60. The contract was awarded at the April 25, 2016 City Council meeting. A pre-construction meeting has been scheduled for May 11 and the contractor is tentatively expected to begin work on May 16.

A grant application was prepared and submitted to MDOT for a Transportation Economic Development Fund grant for funding to resurface a two block section of West Jefferson St. and West River St. The funds are available for road improvements in rural counties in order to provide access to State highways by commercial vehicles. The awards of the grant funds will not be made until October for the States's 2018 fiscal year.

Jake McLean is the acting Street Supervisor following Chad Brunton's resignation in April.

To: Adam R. Smith, Grand Ledge City Administrator
From: Brian Thelen, Grand Ledge City Assessor
Date: May 2, 2016
Ref: April 2016 Monthly Assessing Department Report

GRAND LEDGE CITY ASSESSOR MONTHLY REPORT

April 2016

Property Transfers and Deeds

- 18 deeds have been processed. The breakdown is as follows:
 - 16 Warranty Deeds
 - 2 Quit Claim Deeds

Data Verification/building permit inspections

- 5 building permit inspections were performed
- Data verification neighborhoods are being chosen and owners will be notified in writing that an employee of the assessing department will be inspecting their property.

Other activities

- Assisted a business owner who is locating to the City of Grand Ledge with their Industrial Facilities Tax Exemption application.
- Assisted the City Treasure by providing numerous reports covering multiple years.
- Corresponded with the City Attorney regarding a pending MTT appeal.
- Responded to a FOIA requested concerning City of Grand Ledge Assessing Records.
- Prepared an appraisal and attended a Michigan Tax Tribunal hearing regarding an appeal filed on a residential parcel located in the City of Grand Ledge.
- Started office hours at City Hall from 9:00 – 12:00 on Tuesday and 1:00 – 4:00 on Thursdays.

Zoning Administrator - Monthly Report

April, 2016

General Activities:

- **Permits:**
 - 27 building permits
 - 4 fence permits
 - 2 sign permits
- **Violations:**

Illegal Signs:	6
Trash/Junk:	9
Junk Vehicles	1
Illegal Parking	3
Other:	3

Removed 26 signs from the road right-of-way

Zoning Board of Appeals:

- The Zoning Board of Appeals met on April 28, 2016 to consider a variance request to permit a 6 foot high fence in the front yard at 700 Degroff. The variance was denied by a vote of 3-4.

Planning Commission:

At its April 7, 2016 meeting, the Planning Commission completed its review and update of Chapter 5 of the Master Plan. The Commission will begin reviewing Chapter 6 at its May meeting. Once Chapter 6 is completed, the Commission will hold a community charrette to receive input on the updated Plan before beginning the notification process set forth in the Municipal Planning Act for adoption of the Plan.

The Commission continues to work on developing an ordinance to permit higher density single family residential development in the City. The Commission will hold a charrette at its June 2nd meeting to obtain input from the community to determine what the specific needs are with respect to higher density, single family housing (number of bedrooms, garage sizes, number of stories, lot sizes, etc).

Site Plan Review:

- The following site plans have received final approval by all applicable City Depts.:
 1. New Capitol Bedding Manufacturing Facility – Winstanley Blvd.
 2. Library Addition – 131 E. Jefferson Street
 3. Speedway Gasoline Station at 720 S. Clinton Street.
- A revised site plan for the office building addition at 403 S. Clinton Street has been received and is in the process of being reviewed.

APRIL 2016 BUILDING PERMITS

Commercial Permits

406 N. Bridge St.- remodel at funeral home
720 S. Clinton – new business – Speedway – (in process)
200 E. Jefferson – remodel for Brickhaven Brewing – (in process)
131 E. Jefferson – Library – addition and renovation
320 Winstanley – new manufacturing building –(Capital Bedding)

Residential Permits

696 Pennine Ridge Way – new house- (in process)
973 Pennine Ridge Way –new house
802 Greenwich – new house
817 N. Clinton Lot # 421 –new mobile home
817 N. Clinton Lot # 511 – new mobile home
817 N. Clinton Lot # 802 – new mobile home
817 N. Clinton Lot # 515 – new mobile home
817 N. Clinton Lot # 620 – new mobile home
817 N. Clinton Lot # 101 – new mobile home
817 N. Clinton Lot # 106 – new mobile home
817 N. Clinton Lot # 302 – new mobile home
1022 Old Post Rd. – all season room
957 Bolton Farms Lane – add bay to garage
510 Park Apt. #1 – install shed
203 Franklin – ramp & steps
245 Walnut St. – above ground pool
736 Spring St. – basement dry system
700 W. Jefferson – re-roof
736 Spring St. – re-roof
1105 Oneida Woods – re-roof
314 Harrison –re-roof
282 S. Clinton – re-roof
400 E. River St. – re-roof
405 Edwards – re-roof
412-418 N. Clinton – re-roof

Grand Ledge City Council Resolution # _____ of 2016

A Resolution to Approve an Agreement Regarding Fairview Development / Frazier Holdings Special Assessment District.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 09 May 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, Frazier Holdings, LLC, has requested the City provide water and sewer service to its property in Oneida Township and has provided a signed Agreement Regarding Fairview Development / Frazier Holdings Special Assessment District;

Now, Therefore, It Is Resolved:

1. The City approves the Agreement Regarding Fairview Development / Frazier Holdings Special Assessment District, as attached.
2. The City directs the City Administrator and Finance Director / Treasurer to appropriate the funds necessary to implement said agreement.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory 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, 09 May 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

AGREEMENT REGARDING
FAIRVIEW DEVELOPMENT / FRAZIER HOLDINGS
SPECIAL ASSESSMENT DISTRICT

This Agreement is made this ____ day of _____, 2016 (the "Effective Date") between the City of Grand Ledge, a Michigan home rule city whose address is 310 Greenwood Street, Grand Ledge MI, 48837 ("City"), Oneida Charter Township, a Michigan charter township whose address is 11041 Oneida Road, Grand Ledge, Michigan ("Township"), and Frazier Holdings LLC, a Michigan limited liability company whose address is 11656 Hartel Road, Grand Ledge, Eaton County, Michigan ("Developer") with reference to the following facts and circumstances.

WHEREAS, Frazier Holdings, LLC (the "Developer") is the developer, owner, and operator of the Fairview Adult Foster Care within the Township at street address 11656 North Hartel Road ("Fairview"). The Developer is expanding Fairview with the addition of 20 beds.

WHEREAS, the City and the Township previously entered into an Agreement for Sanitary Sewage Service and Water Supply in October of 1980 pertaining to the extension of the City's sanitary sewer and water supply facilities to meet the anticipated needs of the Township ("Sewer and Water Agreement").

WHEREAS, Section 15 of the Sewer and Water Agreement requires that any Township user (other than single family residences and multi-family apartment with 8 or fewer units) must pay the City a "Water Capital Investment Fee" based on each residential equivalent of service to be provided. Section 15 of the Sewer and Water Agreement provides that the "Water Capital Investment Fee" shall be revised annually by the City based on audited water capital investment figures.

WHEREAS, Section 17 of the Sewer and Water Agreement provides:

Remodeling or expansion of premises other than single family residential shall require payment of additional "Sanitary Sewer Capital Investment Fee" or "Water Capital Investment Fee" to the extent that additional residential equivalents or major fraction thereof are determined by CITY to be created by such expansion or remodeling.

WHEREAS, the City determined, based on its formula and Residential Equivalent Unit (REU) chart, that the expansion of 20 additional beds at Fairview constitutes 6 REUs. On or about December 2, 2015, the City calculated that the Developer would owe the City a Water Capital Investment Fee of \$63,042 (\$10,507 per REU) and a Sanitary Sewer Capital Investment Fee of \$38,844 (\$6,474 per REU), and that the total estimated connection fees the Developer would owe the City for the expansion at Fairview was \$117,581.00 (including capital investment, tap, meter, and separation fees).

WHEREAS, the Developer addressed the City Council at its December 14, 2015 meeting and requested the City allow a twenty-year payment plan for a portion of the connection fees for the expansion at Fairview, particularly the Water Capital Investment fee of \$63,042.

WHEREAS, the City Council addressed the request at its meeting held on January 11, 2016, and by consensus referred the request to the Public Service and Facilities Committee for review of and recommendation on a special assessment.

WHEREAS, given the special facts and circumstances governing this matter, the Public Service and Facilities Committee has recommended that the City agree to allow the Developer to pay the Water Capital Investment Fee of \$63,042 over a period of time (not to exceed 20 years), provided that it does not establish a precedent for other property owners within the Township, and provided that the Developer consent to the establishment of a single property special assessment district for the Fairview property, which will require the amounts to be payable with the general property tax bills and constitute a lien on the Fairview property if unpaid, and which will further require the full amount to be due and payable upon the sale or other transfer of the Fairview property.

On the basis of these facts and circumstances, the parties agree as follows.

1. **The Project.** The Developer will improve and expand the Fairview Adult Living Center located on the property described in Exhibit A by adding 20 additional beds. The Developer's Property, while located in the Township, is served by City utilities (water and sewer) pursuant to the 1980 Sewer and Water Agreement. Regardless of the completion date of the Fairview Expansion Project, the Developer shall remain fully liable for the special assessment imposed upon the Developer's Property as provided for in this Agreement.

2. **Connection Costs.** The parties agree that the connection costs for the Fairview Expansion Project, as of the Effective Date, is based on the 1980 Sewer and Water Agreement, and are calculated as follows.

A. Water Tap Fee Tap size = 2 inch	\$2,700.00
<hr/>	
B. Water Meter Fee – BASED ON 2015 PRICES* 2" meter with radio read capability and flanges	\$1,615.00
<hr/>	
C. Water Capital Investment Fee \$10,507.00 per REU × 6 REUs	\$63,042.00
<hr/>	
D. Sanitary Sewer Tap Fee – BASED ON 8 METER EQUIVALENTS 1 st meter equivalent = \$330.00* Each additional meter equivalent = \$250.00	\$2,080.00
<hr/>	
E. Sewer Separation Fee \$2,000 per REU × 6 REUs	\$12,000.00
<hr/>	
F. Sanitary Sewer Capital Investment Fee \$6,474.00 per REU × 6 REUs	\$38,844.00
<hr/>	
Total:	\$120,281.00

* The Water Meter Fee is priced here with a 2" meter, with the fees being adjusted if the meter size is changed.

The Developer shall be responsible for and shall pay all of the connection costs, with the sole exception of the Water Capital Investment Fee, to the City, within the time frame as required by the 1980 Sewer and Water. The Developer shall be responsible for and shall pay the Water Capital Investment Fee as provided in Section 3 below.

3. The Special Assessment.

(A) The Developer has agreed to pay the City all of the connection fees, except for the Water Capital Investment Fee, within the timeframe required by the 1980 Sewer and Water Agreement, as noted in Section 2 above. The parties agree that the Water Capital Investment Fee shall be assessed against the Developer's Property in the amount shown in 2.C above (\$63,042.00) as a special assessment (the "Assessment").

(B) The Special Assessment District for the Fairview Project shall be designated as the "Fairview Development Special Assessment District No. 1" (the "Special Assessment District"), which Special Assessment District shall be comprised of the Developer's Property described in Exhibit "A", attached. The Special Assessment Roll for the District's Assessment shall be designated as the "Fairview Development Special Assessment District No. 1 Special Assessment Roll" (the "Roll"), which Roll shall conform to the provisions of this Special Assessment Agreement.

(C) The Assessment may be paid in full by the Developer on or before December 31, 2016. In the alternative, the Developer may pay the Assessment over five years at an interest rate being equal to the then current annual Treasury Rate plus six percent (6%) with the annual installments of \$6,000 being first due on February 1, 2017, and on the first day of February of each year thereafter, and with the remaining balance after this five year period being due on February 1, 2022, unless the City Council agrees to extend the timeframe for the Assessment for one or more additional five years term, again at an interest rate being equal to the then current annual Treasury Rate plus six percent (6%) with the annual installment of \$6,000 to be paid on the first day of February of each year, and the remaining balance to be paid on the first day of February of the sixth year. In no event shall City Council extend the Assessment for more than three additional five year terms, so that the Assessment shall be paid in full not later than 20 years, or by February 1, 2037. In the event the Developer sells or otherwise transfers or conveys the Fairview Property, the remaining amount of Assessment shall be deemed to due and payable upon the date of such sale, transfer, or conveyance, together with any interest due at the date of such sale, transfer, or conveyance.

(D) If any installment is not paid when due then the same shall be deemed to be delinquent and there shall be collected therein in addition to the interest provided above, a penalty at the rate of one percent (1%) for each month or fraction thereof that the same remains unpaid before being reported for reassessment upon the tax roll.

(E) The Assessment made pursuant to the Roll is ordered and directed to be collected. The Township Clerk shall deliver the Roll to the Township Treasurer with the proper warrant attached, commanding the Treasurer to collect the Assessment installments in accordance with the provisions

of this Agreement, and the Treasurer is authorized and directed to collect the amounts assessed as they become due pursuant to the terms of this Agreement and the provisions of the applicable statutes of the State of Michigan. The Township Treasurer shall convey the Assessment installments (including interest and any penalties that may be imposed for delinquent payments) collected to the City Treasurer within 15 days of receiving the same.

4. **Prepayment.** The Developer may pay the unpaid balance of the Assessment in full on any installment date, together with interest due to said payment date.

5. **Consents and Waivers.** The Developer consents to the special assessment of the Fairview Property as described herein. The Developer further consents to the inclusion of the Fairview Property in the Special Assessment District, and waives any and all rights it may have under the applicable laws of the State of Michigan and/or local ordinances, including, but not limited to, its rights to notices of hearings, its rights to hearings, its rights to object to the Assessment, and its rights to appeal the Assessment to the Michigan Tax Tribunal or a court of competent jurisdiction. The Developer understands that the Assessment will constitute a lien on the Property as provided by law.

6. **Whole Agreement.** This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party. Notwithstanding the foregoing and except as specifically amended by this Agreement, the remaining terms and conditions of the Sewer and Water Agreement shall remain in full force and effect.

7. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

8. **Successors and Assigns.** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.

10. **Authorization.** Each party represents and warrants to the other that it is authorized to enter into this Agreement and that the Agreement is binding on it.

11. **Recording.** Upon execution of this Agreement by all parties, a copy of this Agreement shall be recorded, at the City's expense, with the Eaton County, Michigan, Register of Deeds.

12. **Special Circumstances.** The Developer acknowledges that the City is agreeing to the terms and conditions contained in this Agreement only because of the unique facts and circumstances of this Project, including but not limited to the Fairview Adult Living Center having a current taxable value of over \$500,000; the valuable health services that have been provided and will

continue to be provided by the Project; the City did not incur any capital outlay for new infrastructure; there is more than \$1,000,000 in expansion work; and a portion of the Developer's Property is located within the City. Nothing contained in this Agreement shall in any way bind the City in any way with regards to the providing of sanitary sewer and/or water to any property located outside of the City.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Special Assessment Agreement to be executed as of the Effective Date.

WITNESSES:

**CITY OF GRAND LEDGE,
a Michigan home rule city**

By: _____
Title: _____
Dated: _____, 2016

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2016, by _____, _____, of the City of Grand Ledge, a Michigan home rule city.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County, Michigan

Richard P. Palermo

**ONEIDA CHARTER TOWNSHIP,
a Michigan charter township**

By: Donald F. Cooley

Melissa A. Buchta

Title: SUPERVISOR

Dated: FEB 29, 2016

Acknowledged before me in Eaton County, Michigan, this 27th day of February, 2016, by Donald F. Cooley, Richard Palermo, of Oneida Charter Township, a Michigan charter township.

JANET C. SCHULTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF EATON
MY COMMISSION EXPIRES May 14, 2020
ACTING IN COUNTY OF Eaton

Janet C. Schultz
Janet C. Schultz, Notary Public
Eaton County, Michigan
My commission expires: 05-14-2020
Acting in Eaton County, Michigan

Barbara F. Frazier
Via pro.

**Frazier Holdings, LLC,
a Michigan limited liability company**

By: Joseph M. Proyer

Title: President

Dated: 2-25, 2016

Acknowledged before me in Eaton County, Michigan, this 25 day of February, 2016, by Joseph Frazier, Barbara Frazier, of Frazier Holdings, LLC, a Michigan limited liability company

JAMES YOUNG
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires April 23, 2021
Acting in the County of Eaton

James Young
James Young, Notary Public
Ingham County, Michigan
My commission expires: 4-23-2021
Acting in Eaton County, Michigan

Drafted by and after recording return to:
Gordon W. VanWieren, Jr., Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT "A"

COM W 1/4 COR SEC 13; N 352 FT TO POB; N 528 FT; N89°53'43"E 618 FT; S 880 FT; S89°53'43"W 244 FT; N 352 FT; S89°53'43"W 374 FT TO POB. SEC 13, T4N,R4W, ONEIDA TWP. D 10-10-13 (COMBINATION) N 40 FT OF WD LIBER 1530-88 IS IN CITY ON PARCEL 400-013-100-160-00 COMBINED FROM 030-013-100-160-01 & 030-013-100-160-02 FOR 2014.

-and-

THAT PART OF FOL DESC IN N 2/3 NW ¼ SEC 13, COM 352 FT N OF W 2 ¼ COR SEC 13 TH N 568 FT TH E 618 FT TH S 920 FT TH W 244 FT TH N 352 FT TH W 374 FT TO POB SEC 13 T4N R4W CITY OF GRAND LEDGE 1997

Commonly known as: 11656 Hartel Road

Tax Item Nos.: 030-013-100-160-03 and 400-013-100-160-00

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, 09 May 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 09 May 2016, before final adoption of this Resolution at the 09 May 2016 regular City Council meeting, the lease template limited to T-hangars at Abrams Municipal Airport.
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 Mulder

Second by Lantz

Ayes: Lantz, Malecki, Mulder, Smith, Sowle, Willems

Nays: None

Absent: None

Adopted by the Grand Ledge City Council this 09th day of May, 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, 09 May 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

**CITY OF GRAND LEDGE ABRAMS MUNICIPAL 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 **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 _____, ~~situated on the Abrams~~ located at **Airport** located in the City of Grand Ledge, County of ~~Eaton~~ **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 ~~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

five dollars and no cents (\$50.00 \$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 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 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 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 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 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.

8 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.

9 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 Abrams Airport, its users and tenants.

10 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.

11 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).

42 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 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.

43 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.

14 16. 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~~ **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.

~~16~~ **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.

~~17~~ **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.

~~18~~ **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.

~~23~~ **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.

IN THE PRESENCE OF:

~~THE CITY OF GRAND LEDGE,
LESSOR,
LESSOR:~~

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

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:

CITY OF GRAND LEDGE
FY 2017 ANNUAL BUDGET BY FUND

FUND #	FUND DESCRIPTION	WORKING CAPITAL	ESTIMATED WORKING CAPITAL	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	ESTIMATED BUDGET SURPLUS (DEFICIT/CASH RESERVES)	ESTIMATED WORKING CAPITAL	COMMITTED	TURN-BACKS
		6/30/2015	6/30/2016	FY 2017	FY 2017		6/30/2017	(see notes)	FY 2015
101	GENERAL FUND	\$ 908,022	\$ 780,679	\$ 3,212,784	\$ 2,979,585	\$ 233,199	1,013,878	\$ 100,000	160,482
202	MAJOR STREET FUND	158,388	32,120	554,349	526,106	28,243	60,363		123,728
203	LOCAL STREET FUND	99,739	84,196	438,277	492,473	(54,196)	30,000		83,227
204	MUNICIPAL STREET FUND	341,011	386,101	714,958	984,261	(269,303)	116,798		314,857
208	PARKS & RECREATION FUND	51,563	52,837	158,736	155,638	3,098	55,935		(6,803)
248	DDA SPECIAL REVENUE FUND	194,553	83,574	675,179	730,808	(55,629)	27,945		159,731
394	DDA DEBT SERVICE FUND	7,195	7,595	265,160	264,160	1,000	8,595		1,357
494	DDA CAPITAL PROJECTS FUND	175,640	275,640	150,000	196,100	(46,100)	229,540		17,503
264	DRUG FORFEITURE FUND	8,839	8,535	13	320	(307)	8,228		(343)
265	POLICE RESTRICTED FUND	19,012	96	25	-	25	121		2,946
295	AIRPORT DEVELOPMENT FUND	161,100	128,605	68,571	141,990	(73,419)	55,186		9,641
305	2016 CAPITAL IMPROVEMENT DEBT SVC	-	-	483,500	483,500	-	-		-
397	ISLAND BRIDGE & PARK DEBT FUND	1,108	1,148	33,660	33,610	50	1,198		306
410	CAPITAL PROJECTS FUND	-	-	4,385,000	4,385,000	-	-		(288)
495	LOCAL DEVELOPMENT FINANCE AUTHORITY	(9,468)	118,055	198,712	316,452	(117,740)	315		n/a
592	WATER & SEWER FUND	181,410	210,384	4,128,331	3,977,593	150,738	361,122		n/a
661	EQUIPMENT OPERATING FUND	20,446	51,218	365,342	413,346	(48,004)	3,214		n/a
678	EMPLOYEE BENEFIT FUND	211,596	224,936	849,552	941,352	(91,800)	133,136		37,357
	TOTALS	2,542,737	2,445,719	16,682,149	17,022,294	(340,145)	2,105,574	100,000	903,965
	Notes:								
	Working Capital is current assets less current liabilities								
	General Fund - \$100,000 is committed for City Hall								

Grand Ledge City Council Resolution # _____ of 2016

A Resolution to Approve an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 09 May 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 owns various properties with Oneida Township, and has proposed to transfer those properties into the City through an agreement pursuant to 1984 Public Act 425 and 1967 Public Act 8;

Now, Therefore, It Is Resolved:

1. The approves the Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8., as attached.
2. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory 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, 09 May 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

**AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY
PURSUANT TO 1984 P.A. 425**

THIS AGREEMENT made this ____ day of _____, 2016, between **THE CHARTER TOWNSHIP OF ONEIDA**, a Michigan charter township organized and operating under the provisions of the Michigan Charter Township Act, MCL 42.1, *et seq.*, as amended, whose principal offices are located at 11041 Oneida Road, Grand Ledge, Michigan 48837 (hereinafter referred to as the “Township”) and **THE CITY OF GRAND LEDGE**, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose principal offices are located at 310 Greenwood Street, Grand Ledge, Michigan 48837 (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the Township and the City (individually, each a “Party” or a “Municipality” and collectively, the “Parties” or the “Municipalities”) are local units of government as defined by PA 1984 No. 425 as amended, (MCL 124.21, *et seq.*) (hereafter “Act 425”); and

WHEREAS, Act 425 permits local units to conditionally transfer property by agreement for purposes of promoting and constructing an economic development project as defined in Section 1A of Act 425; and

WHEREAS, the Municipalities have proposed that certain property owned by the City and described herein shall be conditionally transferred from the Township to the City in accordance with Act 425 to enhance the City’s ability to provide services to the Municipalities; and

WHEREAS, the Municipalities find and agree that the conditional transfer of the Transferred Area pursuant to this Agreement will promote and assist in economic development and create a benefit to the citizens of the Municipalities and the need to promote economic development; and

NOW THEREFORE and pursuant to Act 425, the Parties agree as follows:

**ARTICLE I
DEFINITIONS AND REPRESENTATIONS**

Section 1.1. Definitions.

- A. “Agreement” means this Agreement for Conditional Transfer of Property.
- B. “Transferred Area” means that portion of Oneida Charter Township as legally described in Exhibits A, B, C, and D and graphically depicted in Exhibits E.

F, G, and H which is conditionally transferred pursuant to this Agreement from the Township to the City.

Section 1.2. Representations.

The Parties represent that, in addition to the proposal for conditional transfer of property and formulating this Agreement pursuant to Act 425, the Parties have considered the following factors:

- A. Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business; commercial and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer has also been considered.
- B. The need for organized community services; the present costs and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the costs and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rate in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.
- C. The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plans.

**ARTICLE II
TRANSFER OF PROPERTY AND JURISDICTION**

Section 2.1. Transfer of Property.

The Transferred Area consists of a total of approximately _____ and ____/100 (____.) acres and as of the date of this Agreement is conditionally transferred from the Township to the City. The boundaries of the City are hereby modified and extended to include the Transferred Area. Except as otherwise provided herein, the Transferred Area shall be under the jurisdiction of the City for all purposes permitted by Act 425 and, except as otherwise provided herein, the City shall have the right and duty to exercise all of the rights and powers permitted by law for Michigan cities with respect to said Transferred Area. The parties agree to proceed with due diligence and good faith to legally achieve and finalize the conditional transfer of the Transferred Area.

Section 2.2. Jurisdiction After Termination, Expiration or Non-Renewal of This Agreement.

Upon the termination, expiration or non-renewal of this Agreement, the Transferred Area shall become permanently part of the City and for all purposes be within the jurisdiction of the City. It is understood that the Municipalities shall have all rights provided in the enforcement of contracts and, if one Party shall fail to perform an obligation under this Agreement after written notice of said breach and failure to cure within ninety (90) days thereafter, the other Party may by Resolution declare the Agreement to be terminated and may in its sole discretion pursue any remedies as provided by law or equity, including, but not limited to, claims for rescission, mandamus, injunction, damages, and specific performance.

This Agreement may also be terminated prior to its expiration upon the mutual agreement of the Municipalities, which written agreement shall determine whether the Transferred Area shall be returned to the Township or remain in the City. The foregoing notwithstanding, all of the Transferred Area that is subject to a special assessment shall remain subject to the special assessment bond obligation, if any, or lien associated with said special assessment and shall be subject to the levy and collection of said special assessment(s) until the bonds are paid or defeased or the lien is otherwise discharged.

Section 2.3. Effect of Termination on Utilities.

- A. Regardless of termination of this Agreement, nothing herein shall be construed as transferring or divesting ownership of water and sanitary sewer appurtenances from the utility service provider.
- B. After termination, the providers of utility services are authorized to continue to provide such service to users within the Transferred Area at the customary rates and charges levied as to other similarly situated customers for the same service.

Section 2.4. Jurisdiction, Governmental Services and Infrastructure.

- A. Utilities. Public water and sanitary sewer service shall be provided by or through the City or parties with whom the City has contracted for such service.
- B. Governmental Services. The Transferred Area shall receive law enforcement, fire protection, assessing, and other governmental services provided by the City except as otherwise provided herein. In addition, the Transferred Area shall be subject to City zoning and building regulations and ordinances, and the owners of the Transferred Area shall be required to obtain such building and building related land use and structural use permits as may be required by the ordinances of the City.
- C. Other Governmental Services. Nothing in this Agreement shall be construed as modifying or in any way affecting the rights and duties of the Eaton County Drain Commissioner with respect to the Transferred Area.

Section 2.5. Applicability and Enforcement of Ordinances.

The Transferred Area shall be treated as being within the boundaries of the City and subject to all City ordinances, rules, and regulations now in existence or which may hereafter be adopted or enacted during the term of this Agreement, and any renewal thereof. The City shall be responsible for the enforcement of all such ordinances, rules, and regulations. Provided, however, that this Agreement shall not be construed to limit the jurisdiction of any department, law enforcement officers, or fire officials relating to the enforcement of any state statute. Venue for prosecution of violations of the City ordinances shall be in the 56-A District Court.

Section 2.6. Zoning of Transferred Area.

For purposes of any site plan review, special land use permit, or rezoning of the Transferred Area, the Township shall be entitled to notice of all relevant proceedings and shall have standing to appear and be heard at any public hearing relating to the applications or proceedings relating to such rezoning, special land uses, and site plan review. Upon reversion of the Transferred Area to the Township as a result of termination due to a breach by the City as described above, the Transferred Area shall retain its then-effective zoning classification but shall be subject to the Zoning Ordinance provisions of the Township that most closely resemble the City zoning classification as determined by the Township Zoning Board of Appeals until such time as the Township Board shall rezone the Transferred Area.

Section 2.7. Taxes.

The Parties acknowledge that the Transferred Area is owned by the City and exempt from real and personal property taxes. In the event that any of the Transferred Property becomes taxable in the future, the Parties agree as follows:

- A. For purposes of property taxation, that part of the Transferred Area that is taxable shall be taxed at the City rates.
- B. From and after the effective date of this Agreement, that part of the Transferred Area that is subject to special assessments shall be treated as being within the boundaries of the City for purposes of any special assessments.

Section 2.8. Utility Rates.

All rates, charges and fees for sanitary sewer, water, and electrical service shall be levied, collected, and enforced in accordance with the charges, fees, and rate structure of the utility provider providing such services and as may be adjusted from time to time pursuant to the authority granted to said providers by ordinance or statute.

Section 2.9. Utility and Infrastructure Right of Way.

Utility easements and rights-of-way shall not be terminated or impaired as a result of any reversion of the Transferred Area to the Township, and all such easements and rights of the property owners to receive such utility services shall continue after such reversion and shall not be terminated, except upon non-payment of fees or charges by the property owner/user.

Section 2.10. Voting.

As of the date of this Agreement, there are no qualified electors residing within the Transferred Area. If qualified electors reside within the Transferred Area after the date of this Agreement, then for all purposes, the qualified electors shall be considered qualified electors of the City and entitled to vote on all City, State, and Federal matters therein. Said electors shall, in addition, be entitled to vote on Eaton County matters, if any.

Section 2.11. Streets and Roads.

As of the date of this Agreement there are no public roads and rights of way within the Transferred Area. If after the date of this Agreement any roads and rights-of-way become public within any part of the Transferred Area, then the City shall be entitled to apply for, receive, and retain all funds related to such public roads and rights-of-way under its jurisdiction within the Transferred Area.

**ARTICLE III
TAX RATES AND ALLOCATION**

Section 3.1. Taxing Jurisdiction.

As described in Section 2.7, commencing with the first tax year following the date of the execution of this Agreement, all non-exempt real and personal property within the Transferred Area, if any, shall be assessed and taxed at the ad valorem property tax rate levied by the City.

Section 3.2. Revenue Allocation.

The Transferred Area is owned by the City and does not generate any tax revenue. In the event that the Transferred Area or any part thereof generates tax revenue in the future, the City shall for each year that revenue is generated, remit to the Township the revenue generated by the levy of 1.0 mill on all re-owned personal property upon which a tax is levied by the City within the Transferred Area.

Section 3.3. Other Sources of Revenue.

All gifts, grants, bequests, or other funds from any public or private source given in connection with the Transferred Area or economic development within the Transferred Area shall belong to the City.

**ARTICLE IV
TERM AND TERMINATION**

Section 4.1. Term.

The term of this Agreement and the conditional transfer of the Transferred Area from the Township to the City as described in Exhibit A shall extend for a term of five (5) years from the Effective Date of this Agreement as provided in Section 5.1.

Section 4.2. Termination.

This Agreement shall terminate upon the expiration of the term stated in Section 4.1, above, or ninety (90) days after a Party's written notice to the other Party of termination. If the Agreement terminates due to the expiration of the term of this Agreement, then the property shall be transferred to the jurisdiction of the City for all purposes. If the Agreement is transferred prior to the expiration of the term of this Agreement, then the Transferred Area shall remain within the jurisdiction of the Township.

**ARTICLE V
EFFECTIVE DATE**

Section 5.1. Effective Date.

This Agreement shall be effective as of the day and date set forth above and upon satisfactory completion of the following preconditions:

- A. The Agreement shall be approved and executed by the authorized City and Township officials.
- B. In the event a referendum is required pursuant to Section 5 of Act 425 (MCL 124.25), this Agreement shall first have been approved by a majority of the electors voting in said referendum.
- C. The filing of an executed copy of the Agreement with the Eaton County Clerk and the office of the Michigan Secretary of State.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1. Notice.

All notices required to be given pursuant to this Agreement shall be sent by first class mail, postage prepaid, to the following designated individuals on behalf of each Party.

If to Oneida Charter Township: Oneida Charter Township
c/o Township Supervisor
11041 Oneida Road
Grand Ledge, Michigan 48837

With a copy to the Township Clerk.

If to the City of Grand Ledge: City of Grand Ledge
c/o Mayor
310 Greenwood Street
Grand Ledge, Michigan 48837

With copies to the City Clerk and Administrator.

In the event an entity entitled to notice desires to change its address, it shall do so by providing written notification of that change of address to the other Party. All notices shall be deemed to have been given on the date of mailing as evidenced by the postmark thereon or on the date of direct delivery. Nothing herein shall be construed as precluding additional notice by electronic or facsimile transmission.

Section 6.2. Amendments.

No amendment, extension, modification, or alteration of this Agreement shall be effective unless the same is in writing and duly approved and executed by the Municipalities. All such amendments shall make specific reference to this Agreement and to the specific provision of this Agreement that is amended. Such amendment shall not invalidate this Agreement nor relieve or release either Party of any obligation hereunder, except as may be expressly stated in said amendment.

Section 6.3. No Waiver.

The failure of either Party to insist upon the strict performance of any covenant or obligation set forth in this Agreement shall not be deemed to be a waiver of such Party's right to demand strict compliance therewith in the future.

Section 6.4. Headings.

Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way shall define, limit, extend, or describe the scope of this Agreement or any provision thereof.

Section 6.5. Entire Agreement.

This Agreement including the Exhibits attached hereto which are incorporated and made a part hereof contains the entire Agreement between the Municipalities with respect to the subject matter hereof, and all prior understandings, whether written or oral, are superseded and are merged herein. Neither Municipality has made any representation except those expressly set

forth in this Agreement, and no rights or remedies are or shall be acquired by either Party by implication or otherwise, unless set forth herein.

Section 6.6. Force Majeure.

In the event of any delay in the performance by either of the Municipalities of their obligations under this Agreement due to unforeseeable causes beyond the control of said Parties and without the fault or negligence of said Party, including, but not restricted to, acts of God or the public enemy, acts of the Federal, State or County Government, acts of the judiciary, fires, floods, or other disaster casualty, the time for performance of such obligation shall be extended for the period of said forced delay. Provided, however, that the party seeking the benefit of this section shall, within fourteen (14) days after the beginning of such forced delay, have first notified the other Party of the causes thereof and request an extension for the period of said delay. Said extension shall not, however, extend the terms of this Agreement beyond its normal expiration date.

Section 6.6. Successors.

This Agreement shall be binding upon the successors in interest of the parties hereto and shall inure to the benefit of the Parties and their successors and assigns.

Section 6.7. Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms, except that in the event this Agreement is held to be void by a court of competent jurisdiction, the Transferred Area shall return to Oneida Charter Township's complete jurisdiction, except for the providers' rights relating to utility services to the facilities within the Transferred Area. If, because of the invalidity of any part of this Agreement, either Party determines that the purpose and intent of the Agreement has failed, the parties shall re-negotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties, or the Agreement may be terminated as provided herein.

Section 6.8. Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts shall be deemed originals and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Oneida Charter Township and the City of Grand Ledge, by and through their duly authorized representatives, have executed this Agreement as of the day and date set forth above.

Witnessed:

**ONEIDA CHARTER TOWNSHIP,
a Michigan charter township**

By: _____
Donald F. Cooley, Supervisor

And: _____
_____, Clerk

Witnessed:

**CITY OF GRAND LEDGE,
a Michigan home rule city**

By: _____
Kalmin Smith, Mayor

And: _____
Gregory Newman, Clerk

13253 LAWSON RD GRAND LEDGE, MI 48837 (Property Address)Parcel Number: 030-003-300-037-00 [Click here to view local unit data for this parcel](#)**Property Owner:** CITY OF GRAND LEDGE**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax Information found

No Images Found

Owner and Taxpayer Information

Owner	CITY OF GRAND LEDGE 310 GREENWOOD ST GRAND LEDGE, MI 48837-0000	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2015

Property Class	EXEMPT, 701	Unit	030,ONEIDA CHARTER TOWN
School District	G.L.SCH 23060	Assessed Value	\$0
SUB	Not Available	Taxable Value	\$0
PA	0	State Equalized Value	\$0
SPLITS	Not Available	Date of Last Name Change	09/23/2014
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LOT LINE ADJ	Not Available		

Principal Residence Exemption Information**Homestead Date** Not Available

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	0.0000 %

Land Information

Zoning Code		Total Acres	6.530
Land Value	Not Available	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	Not Available
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

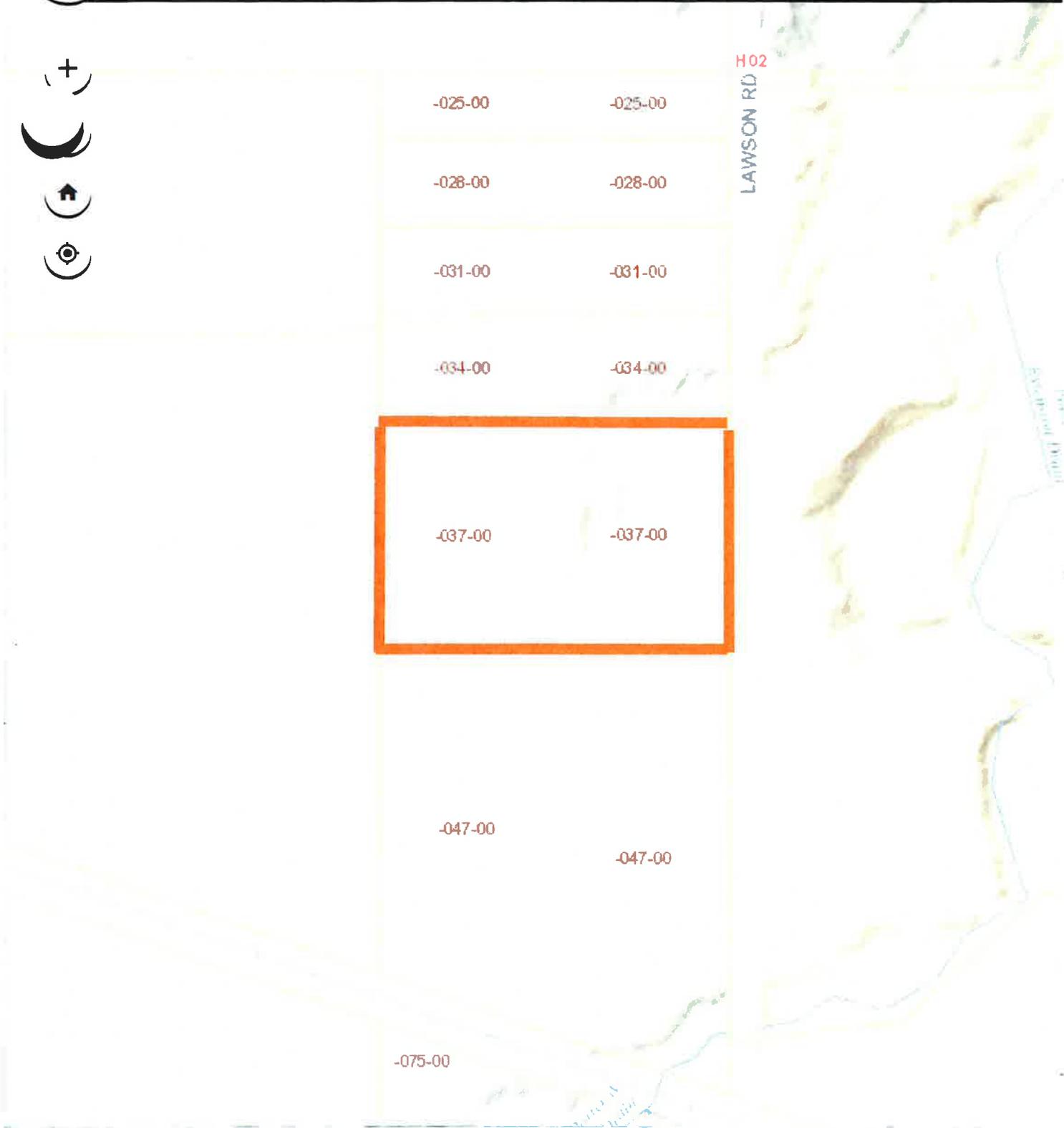
COM 1558.79 FT N OF S 1/4 POST, W 660.76 FT, N 431.08 FT, E 660.79 FT, S TO BEG. SEC. 3, T4N, R4W, ONEIDA TWP 1976

Land Division Act Information

Date of Last Split/Combine	Not Available	Number of Splits Left	4
Date Form Filed	Not Available	Unallocated Div.s of Parent	0
Date Created	Not Available	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	Not Available		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
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42.750 -84.767 Degrees

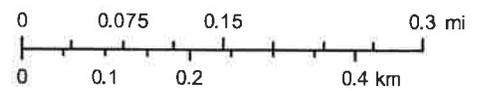


Parcel Map



April 20, 2016

1:9,028



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

5564 E SAGINAW HWY GRAND LEDGE, MI 48837 (Property Address)

Parcel Number: 030-013-200-005-00 [Click here to view local unit data for this parcel](#)

Property Owner: CITY OF GRAND LEDGE

Summary Information

> Assessed Value: \$90,700 | Taxable Value: \$78,827 > Property Tax Information found

No Images Found

Owner and Taxpayer Information

Owner	CITY OF GRAND LEDGE 310 GREENWOOD ST GRAND LEDGE, MI 48837-0000	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2015

Property Class	COMMERCIAL IMPROVED, 201	Unit	030,ONEIDA CHARTER TOWN
School District	G.L.SCH 23060	Assessed Value	\$90,700
SUB	Not Available	Taxable Value	\$78,827
PA	0	State Equalized Value	\$90,700
SPLITS	Not Available	Date of Last Name Change	09/23/2014
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LOT LINE ADJ	Not Available		

Principal Residence Exemption Information

Homestead Date Not Available

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	0.0000 %

Land Information

Zoning Code		Total Acres	1.500
Land Value	Not Available	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	Not Available
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

COM. 403 FEET E OF N 1/4 POST, S 651.5 FEET, W 100 FEET, N 651.5 FEET, E 100 FEET TO BEG, SEC. 13, T4N,R4W, ONEIDA TOWNSHIP

Land Division Act Information

Date of Last Split/Combine	Not Available	Number of Splits Left	4
Date Form Filed	Not Available	Unallocated Div.s of Parent	0
Date Created	Not Available	Unallocated Div.s Transferred	0
Acreege of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	Not Available		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
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5564 E SAGINAW HWY GRAND LEDGE, MI 48837 (Property Address)

Parcel Number: 030-013-200-005-00 [Click here to view local unit data for this parcel](#)

Property Owner: CITY OF GRAND LEDGE

Summary Information

> Assessed Value: \$90,700 | Taxable Value: \$78,827

> [Property Tax Information found](#)

No Images Found

Owner and Taxpayer Information

Owner

CITY OF GRAND LEDGE
310 GREENWOOD ST
GRAND LEDGE, MI 48837-0000

Taxpayer

SEE OWNER INFORMATION

Legal Description

COM. 403 FEET E OF N 1/4 POST. S 651.5 FEET. W 100 FEET, N 651.5 FEET, E 100 FEET TO BEG. SEC. 13, T4N, R4W, ONEIDA TOWNSHIP

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

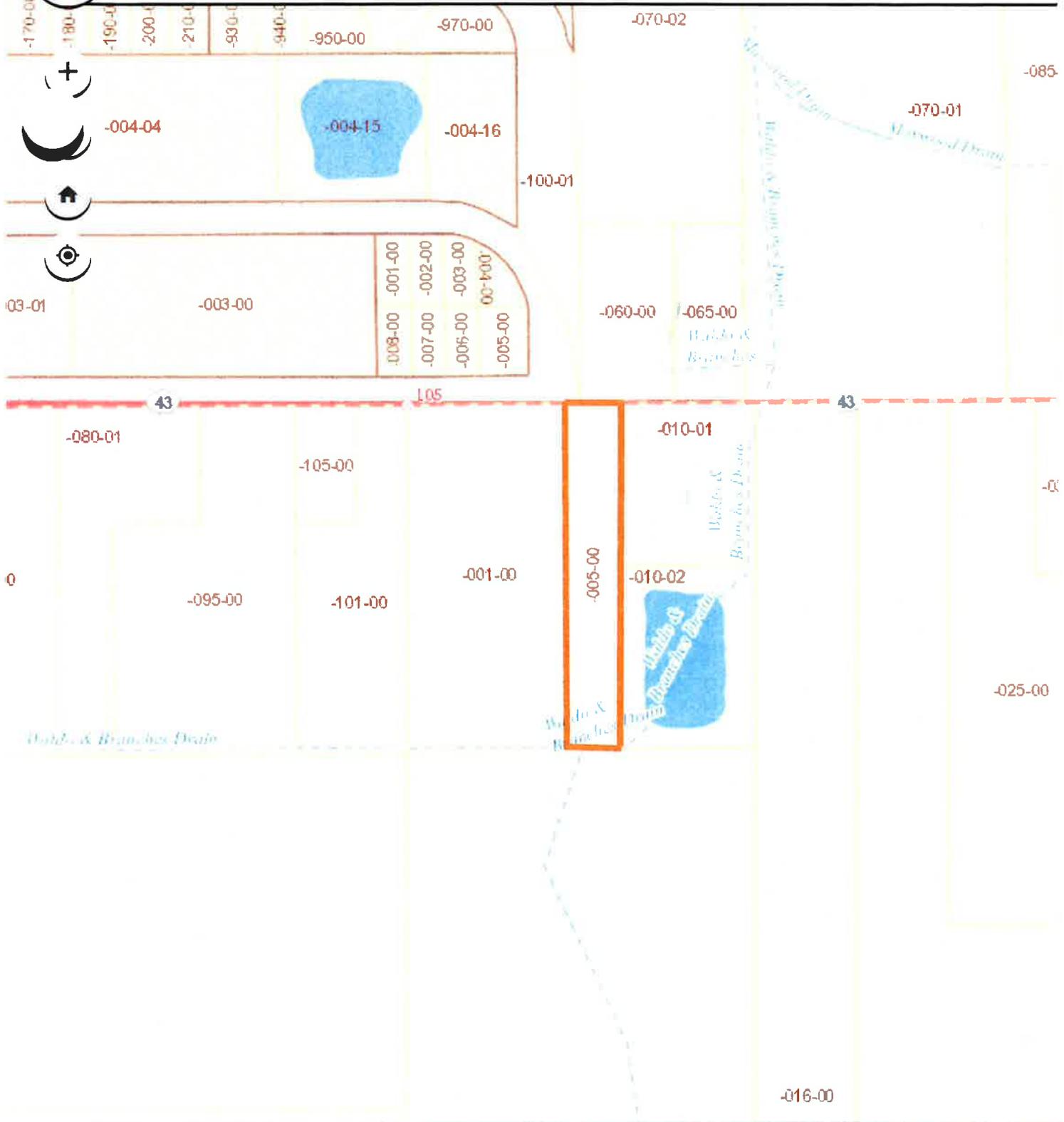
Tax History

****Note:** On March 1 at 12:00 AM, local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2015	Winter	\$3,188.42	\$3,188.42	12/21/2015	\$0.00
2015	Summer	\$892.87	\$892.87	07/20/2015	\$0.00
2014	Winter	\$3,258.19	\$0.00		\$3,258.19 ** Read Note Above
2014	Summer	\$878.81	\$878.81	07/17/2014	\$0.00
2013	Winter	\$3,152.93	\$3,152.93	12/11/2013	\$0.00
2013	Summer	\$864.98	\$864.98	07/24/2013	\$0.00
2012	Winter	\$3,121.64	\$3,121.64	12/31/2012	\$0.00
2012	Summer	\$844.71	\$844.71	07/30/2012	\$0.00

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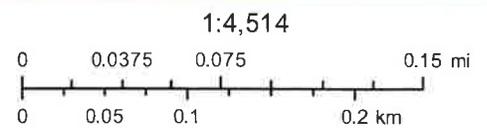
42.740 - 31.725 Degrees



Parcel Map



April 20, 2016



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

HARTEL RD GRAND LEDGE, MI 48837 (Property Address)Parcel Number: 030-014-200-060-00 [Click here to view local unit data for this parcel](#)**Property Owner:** CITY OF GRAND LEDGE**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0

> [Property Tax Information found](#)

No Images Found

Owner and Taxpayer Information

Owner	CITY OF GRAND LEDGE 310 GREENWOOD ST GRAND LEDGE, MI 48837-0000	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2015

Property Class	EXEMPT, 701	Unit	030,ONEIDA CHARTER TOWN
School District	G.LSCH 23060	Assessed Value	\$0
SUB	Not Available	Taxable Value	\$0
PA	0	State Equalized Value	\$0
SPLITS	Not Available	Date of Last Name Change	09/23/2014
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LOT LINE ADJ	Not Available		

Principal Residence Exemption Information**Homestead Date** Not Available

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	0.0000 %

Land Information

Zoning Code		Total Acres	3.670
Land Value	Not Available	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	Not Available
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		

Total Frontage: 0.00 ft**Average Depth: 0.00 ft****Legal Description**

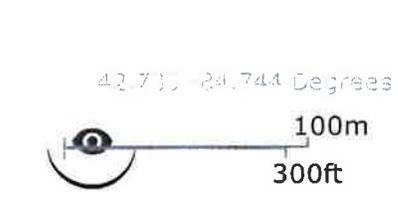
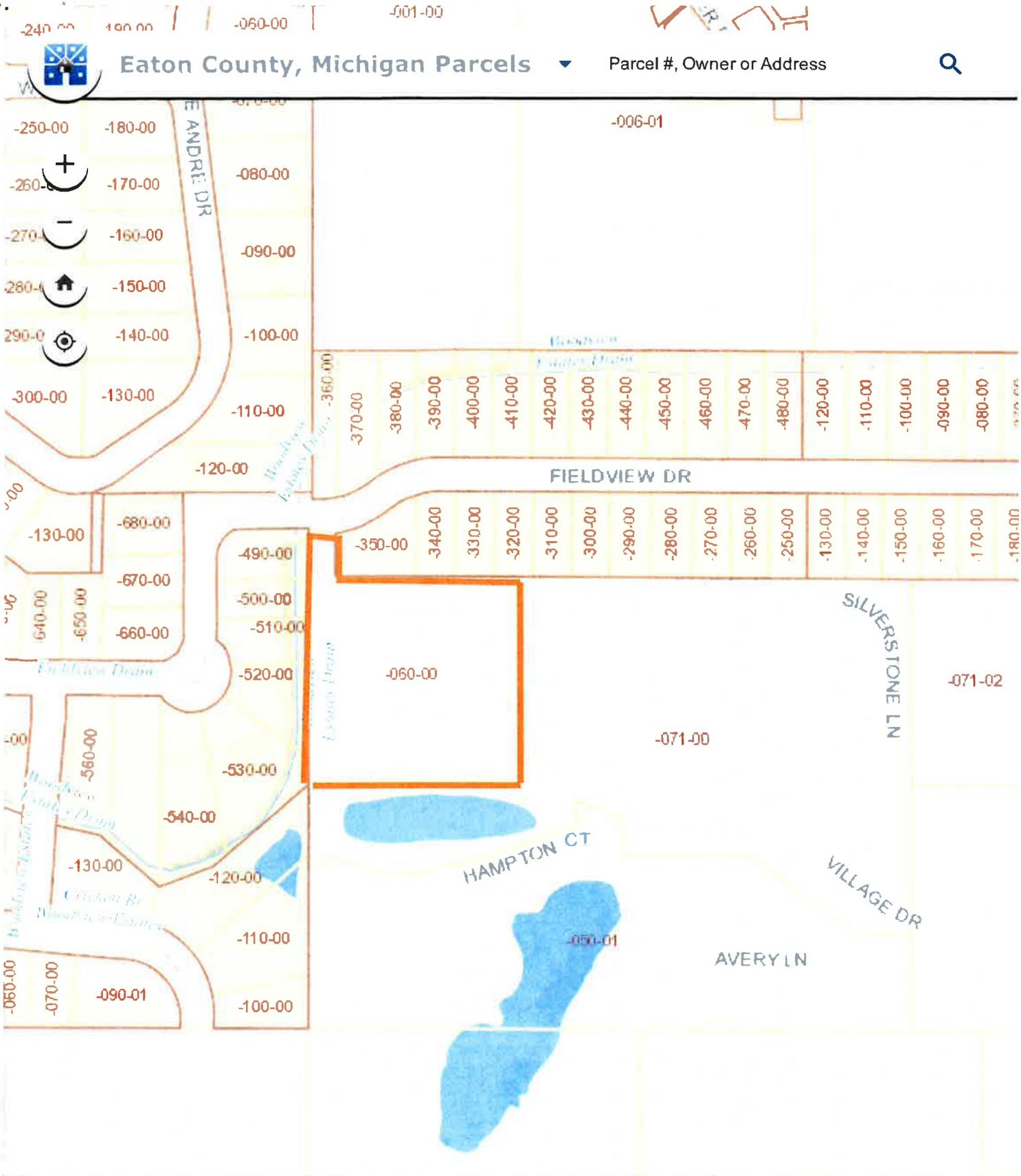
W 400 FT OF W 13 ACRES OF N 18 ACRES OF S 40 ACRES OF E 120 ACRES OF NE 1/4. SEC.14. T4N,R4W, ONEIDA TWP 1992

Land Division Act Information

Date of Last Split/Combine	Not Available	Number of Splits Left	4
Date Form Filed	Not Available	Unallocated Div.s of Parent	0
Date Created	Not Available	Unallocated Div.s Transferred	0
Acreeage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	Not Available		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
-----------	------------	------------	---------	---------	---------------	------------

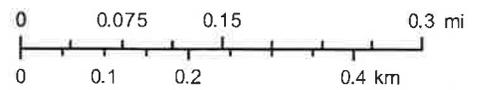


Parcel Map



April 20, 2016

1:9,028



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

W SAGINAW HWY GRAND LEDGE, MI 48837 (Property Address)Parcel Number: 030-014-100-045-02 [Click here to view local unit data for this parcel](#)**Property Owner:** CITY OF GRAND LEDGE**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax Information found

No Images Found

Owner and Taxpayer Information

Owner	CITY OF GRAND LEDGE 310 GREENWOOD ST GRAND LEDGE, MI 48837-0000	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2015

Property Class	EXEMPT, 702	Unit	030,ONEIDA CHARTER TOWN
School District	G.L.SCH 23060	Assessed Value	\$0
SUB	Not Available	Taxable Value	\$0
PA	0	State Equalized Value	\$0
SPLITS	Not Available	Date of Last Name Change	09/23/2014
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LOT LINE ADJ	Not Available		

Principal Residence Exemption Information**Homestead Date** Not Available

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	0.0000 %

Land Information

Zoning Code		Total Acres	0.000
Land Value	Not Available	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	Not Available
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
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No lots found.

Total Frontage: 0.00 ft**Average Depth: 0.00 ft****Legal Description**

PART OF NW 1/4 LYING S & E OF C/L OF JOHN EARL COUNTY DRAIN DESC AS: BEG 224.54 FT W OF N 1/4 COR, S02°24'26"E 436.75 FT, S07°24'42"E 4.81 FT, S07°24'42"E 83.65 FT TO NW COR LOT 1 BIG TREE, S07°24'09"E 301.88 FT, S07°58'58"W 594.38 FT, S22°19'55"E 135.30 FT TO A PT ON REAR LOT LINE OF LOT 10, BIG TREE, S09°18'09"W 282.15 FT, SWLY 138.35 FT ON ARC OF 333 FT RAD CURVE TO LEFT BEARING S83°37'28"W 137.36 FT, S71°43'20"W 109.9 FT, N18°16'40"W 200 FT, S71°43'20"W 425 FT, S43°43'44"W 98.21 FT, S54°28'09"W 137.99 FT, S44°20'20"E 141.77 FT, SWLY 15.02 FT ON THE ARC OF A CURVE TO LEFT BEARING S48°42'12"W 15.02 FT, N44°20'20"W 143.3 FT, S54°28'09"W 138.92 FT, N63°38'51"W 78.29 FT, TO W LINE OF E 1/2 OF NW 1/4, N0°07'26"W 236.83 FT TO TRAVERSE LINE S & E OF JOHN EARL DRAIN, N83°37'05"E 273.53 FT, N78°39'01"E 302.45 FT, N43°33'21"E 500.06 FT, N38°02'28"E 284.1 FT, N0°20'03"W 961.9 FT TO S LINE M-43 EASEMENT, N0°20'03"W 140.01 FT TO N SEC LINE, S89°43'43"E 9.91 FT TO BEG. ALSO INCLUDING LAND BETWEEN C/L OF JOHN EARL DRAIN & TRAVERSE LINE, SEC 14, T4N, R4W, ONEIDA TWP 2-12-99

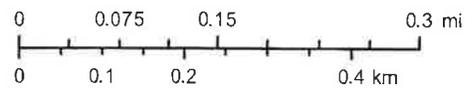
Land Division Act Information

Comments	2000, Split from 030-014-100-045-00; 2000, Split from 030-014-100-045-00;		
Date of Last Split/Combine	Not Available	Number of Splits Left	0
Date Form Filed	Not Available	Unallocated Div.s of Parent	0
Date Created	Not Available	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available



April 20, 2016

1:9,028



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Grand Ledge City Council Resolution #_____ of 2016

A Resolution to Approve a Lease Agreement with the Grand Ledge Area Chamber of Commerce.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 13 June 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 agreed to lease space at City Hall to the Grand Ledge Area Chamber of Commerce;

Now, Therefore, It Is Resolved:

1. This Resolution, and the lease attached hereto, shall remain on file with the City Clerk, for public inspection, through the close of business on 13 June 2016, before final adoption of this Resolution at the 13 June 2016 regular City Council meeting.
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 property to the Grand Ledge Area Chamber of Commerce.
3. After final adoption of this resolution at the 13 June 2016 regular City Council meeting, the Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute the lease 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 lease 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 lease agreement.

Introduced by the Grand Ledge City Council this 09th day of May, 2016.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the Grand Ledge City Council this 13th day of June, 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, 13 June 2016; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

LEASE AGREEMENT

This Lease Agreement (the "Lease" or this "Lease") is made and effective _____, 2016, by and between the City of Grand Ledge, a Michigan home rule city, whose address is 310 Greenwood Street, Grand Ledge, Michigan 48837 (the "Landlord") and Grand Ledge Area Chamber of Commerce, a 501(c)(6) Non-Profit Organization, whose address is 220 South Bridge Street, Grand Ledge, Michigan 48837 (the "Tenant").

WHEREAS, the Landlord owns a building and related real estate commonly known as the "City Hall Room B103" located at 310 Greenwood Street within the City of Grand Ledge, Eaton County, Michigan (the "Leased Premises"); and

WHEREAS, the Tenant desires to lease the Leased Premises for advancement of our local economy and quality of life; and

WHEREAS, both the Landlord and the Tenant have determined it would be in their best interests to assist each other with regards to the Leased Premises.

THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, it is agreed:

1. **Term.** The Landlord hereby leases the Leased Premises to the Tenant and the Tenant hereby leases the same from the Landlord, for a one (1) year term, commencing with execution of agreement, subject to the default provisions as provided in Paragraph 16, below.

2. **Rental.** The Tenant shall pay to the Landlord the amount of four-hundred and 00/100 Dollars (\$400.00) per month, payable in advance of the first day of each month for the term of this Lease. In addition to \$400.00 per month payment, Six-hundred and 00/100 Dollars (\$600.00) is recognized for Tenant's in-kind services in the advancement of our local economy and quality of life.

3. **Use.** The Leased Premises may be used and occupied by the Tenant for Chamber of Commerce business activities and for no other purposes without the prior written consent of the Landlord, which consent shall be at the sole discretion of the Landlord. The Tenant shall comply with all applicable zoning ordinances, laws, rules, and regulations.

4. **Sublease and Assignment.** The Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without the Landlord's prior written consent, which consent shall be at the sole discretion of the Landlord.

5. **Repairs.** During the Lease term, the Tenant shall make, at the Tenant's expense, minor repairs to the Leased Premises, including such items as routine cleaning and minor maintenance and repair of floors and walls, and other parts of the Leased Premises. The Tenant shall perform all maintenance, repair, and replacement upon Lease Premises necessitated by the action or inaction of the Tenant, its agents, employees, or invitees. The Landlord shall be responsible for the maintenance and repair of all the structural components of the Leased Premises, including but not limited to roof, walls, HVAC, electrical and plumbing systems.

6. **Alterations and Improvements.** The Tenant shall have the right, following the Landlord's review of plans and consent (in writing), to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing industry standard materials. The Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, placed or installed on the Leased Premises by the Tenant and not removed upon the termination of this Lease, shall become the Landlord's property free and clear of any claim by the Tenant. The Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by the Tenant at the Tenant's expense.

7. **Property Taxes.** The Tenant shall be responsible for paying all personal and real property taxes, if any, with respect to the Tenant's personal property and its use of the Leased Premises. In the event that real property taxes are imposed upon the Leased Premises as a result of the Tenant's use or possession of same, the Tenant shall reimburse the Landlord for same within thirty (30) days of receipt of an invoice for the real property taxes.

8. **Insurance.**

A. The Landlord shall maintain fire and extended coverage insurance on the Leased Premises in such amounts as the Landlord shall deem appropriate. The Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

B. The Tenant shall maintain a policy or policies of comprehensive broad form general liability insurance with respect to the Leased Premises in the amount of \$1,000,000 single incident (\$2,000,000 aggregate) with the premiums thereon fully paid on or before due date. The Landlord shall be listed as an additional insured on the Tenant's policy or policies of comprehensive general liability insurance, and the Tenant shall provide the Landlord with current certificates of insurance evidencing the Tenant's compliance with this Paragraph 8. The policy or policies of comprehensive general liability insurance shall contain language which provides that the Landlord 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 Landlord may obtain a policy or policies of comprehensive general liability insurance, the premium(s) of which shall be considered rent under this Lease Agreement and the Tenant shall reimburse the Landlord within thirty (30) days from receipt of an invoice for the premiums(s).

C. The Tenant agrees to indemnify and defend the Landlord, its employees, elected officials and/or agents from all loss, damage, liability and expense, including actual attorneys' fees, resulting from any injury to any person or any loss of or damage to any property caused by or resulting from any acts, omissions or negligence of the indemnifying party or the indemnifying party's trustees, directors, officers, employees, agents, contractors or invitees in or about the Leased Premises, except to the extent any such loss, damage, liability, or expense results from the sole act, omission or negligence of the Landlord, its employees, and/or agents.

9. **Utilities.** The Tenant shall procure and pay when due all charges for telephone and internet lines and usage. The Landlord shall procure and pay when due all charges for gas, electric, water, and sewer consumed at the Leased Premises during the term of this Lease.

10. **Signs.** With the Landlord's prior written consent, the Tenant shall have the right to place on the Leased Premises, at locations selected by the Tenant, any signs which are permitted by any zoning ordinances, if applicable. The Tenant shall repair at its own expense all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.

11. **Lawn Care and Snow Removal.** The Landlord shall be responsible, at its cost, for all lawn care and snow removal at the Leased Premises, including without limitation removal of snow from all sidewalks.

12. **Rules and Regulations.** The Tenant shall abide by all rules and regulations imposed by the Landlord upon the Leased Premises.

13. **Entry.** The Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided the Landlord shall not thereby unreasonably interfere with the Tenant's use of the Leased Premises.

14. **Parking.** During the term of this Lease, the Tenant shall have the use of the automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the Landlord.

15. **Damage and Destruction.** If the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty, or structural defects that the same cannot be used for the Tenant's purposes, then the Landlord or the Tenant shall have the right within ninety (90) days following damage to elect by notice to the other party to terminate this Lease as of the date of such damage. In the event of damage to any part of the Leased Premises other than the minor damage described in Paragraph 5, above, and if such damage does not render the Leased Premises unusable for the Tenant's purposes, the Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Paragraph 15, the Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, labor, or other matters which are beyond the reasonable control of the Landlord. The Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable, or unfit for occupancy or use in whole for the Tenant's purposes. In the event the Leased Premises are not damaged to such extent that they are rendered wholly unusable, then the Tenant shall continue to occupy that portion of the Leased Premises that are usable, and rent shall abate proportionately to the portion occupied. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to the Tenant.

16. **Default.** If default shall at any time be made by the Tenant in the payment of rent when due to the Landlord as herein provided, or if default shall be made in any of the other covenants or conditions to be kept, observed, and performed by the Tenant, and such default shall continue for thirty (30) days after notice thereof, in writing, to the Tenant by the Landlord, without correction thereof, then having been completed or corrected, this Lease shall terminate and the Landlord may pursue all legal and equitable remedies against the Tenant. In the event of a default, the Tenant shall

pay the Landlord's costs, including without limitation the Landlord's reasonable attorneys' fees, incurred as a result of the Tenant's default.

17. **Quiet Possession.** The Landlord covenants and warrants that upon performance by the Tenant of its obligations hereunder, the Landlord will keep and maintain the Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease subject to Paragraph 13.

18. **Condemnation.** If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the Landlord and the Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to the Landlord to: City of Grand Ledge
 Attn: City Administrator
 310 Greenwood Street
 Grand Ledge, Michigan 48837

If to the Tenant to: Grand Ledge Area Chamber of Commerce
 Attn: Executive Director
 220 South Bridge Street
 Grand Ledge, Michigan 48837

The Landlord and the Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. **Waiver.** No waiver of any default of the Landlord or the Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Landlord or the Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

21. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. **Successors.** The provisions of this Lease shall extend to, and be binding upon, the Landlord and the Tenant and their respective legal representatives, successors and permitted assigns.

23. **Consent.** The Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which the Landlord's consent is required or desirable under this Lease.

24. **Surrender of Leased Premises.** The Tenant covenants and agrees to surrender possession of Leased Premises to the Landlord upon expiration of term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of this Lease, ordinary wear and tear excepted.

25. **Compliance with Law.** The Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to the Tenant’s use of the Leased Premises. The Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

26. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
CITY OF GRAND LEDGE,
a Michigan Home Rule City

Dated: _____

By: _____
Adam Smith
Its: City Administrator

TENANT,
GRAND LEDGE AREA CHAMBER OF COMMERCE
a 501(c)(6) Non-Profit Organization

Dated: _____

By: _____
Kevin Skarritt
Its: Board Chair

GRAND LEDGE POLICE DEPARTMENT

TRAFFIC CONTROL ORDER # 2016-2

To: Gregory Newman, City Clerk

From: Martin Underhill, Chief of Police

Date: 05/05/16

Subject: No Parking on E. Front St.

As provided in the Uniform Traffic Code, I hereby authorize that No Parking signs be erected on E Front St. between N. Bridge St. and Greenwood St. for East bd. traffic.

This order is authorized under section 2.25, 2.53 and 4.1 of the Uniform Traffic Code for the City of Grand Ledge.

Any traffic control orders heretofore made with respect to the foregoing are hereby rescinded and superseded.

This order becomes effective when signs giving notice of same have been erected.



Martin Underhill
Chief of Police

Approve by Council _____ / _____ / _____
Copy to Police Chief _____ / _____ / _____
Copy to D.P.W. Dir. _____ / _____ / _____

GRAND LEDGE POLICE DEPARTMENT

TRAFFIC CONTROL ORDER # 2016-3

To: Gregory Newman, City Clerk

From: Martin Underhill, Chief of Police

Date: 05/05/16

Subject No Parking on

As provided in the Uniform Traffic Code, I hereby authorize that "No Parking Delivery Only" signs be erected on the north curb of West Front St., from N. Bridge St for a distance of 140 ft. I further authorize that no parking be allowed beyond that permitted by the signs in the described area.

This order is authorized under section 2.25, 2.53 and 4.1 of the Uniform Traffic Code for the City of Grand Ledge.

Any traffic control orders heretofore made with respect to the foregoing are hereby rescinded and superseded.

This order becomes effective when signs giving notice of same have been erected.



Martin Underhill
Chief of Police

Approve by Council _____ / _____ / _____
Copy to Police Chief _____ / _____ / _____
Copy to D.P.W. Dir. _____ / _____ / _____

GRAND LEDGE POLICE DEPARTMENT

TRAFFIC CONTROL ORDER # 2016-4

To: Gregory Newman, City Clerk

From: Martin Underhill, Chief of Police

Date: 05/05/16

Subject: No Parking on E. Front Street

As provided in the Uniform Traffic Code, I hereby authorize that a "No Parking Here to Corner" sign be erected on E. Front St, 50 ft. east of N. Bridge St. on the North curb; and that a "No Parking Delivery Only" sign be placed for W. Bound traffic at the same position. No parking will be allowed in the described area except as permitted by the signage.

This order is authorized under section 2.25, 2.53 and 4.1 of the Uniform Traffic Code for the City of Grand Ledge.

Any traffic control orders heretofore made with respect to the foregoing are hereby rescinded and superseded.

This order becomes effective when signs giving notice of same have been erected.



Martin Underhill
Chief of Police

Approve by Council _____ / _____ / _____
Copy to Police Chief _____ / _____ / _____
Copy to D.P.W. Dir. _____ / _____ / _____