



## Grand Ledge City Council

### REGULAR MEETING AGENDA

MONDAY, 23 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, 23 May 2016 City Council consent agenda, as follows:
    - i. Financial transactions and bills.
    - ii. Monday, 09 May 2016 regular City Council minutes.
    - iii. Right-of-Way Use Application from the American Legion Post 48 for the 28 May 2016 Memorial Day Parade.
    - iv. Utility Billing Process and Procedures Policy.
  
- V. **APPROVAL OF REGULAR AGENDA** – The City Council may remove any item from or add any item to the regular agenda.
  - A. **Motion** – To approve the Monday, 23 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.

- 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 authorize 2016 Capital Improvement and Refunding Bonds.
- 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. Motion** – To set a public hearing for Monday, 13 June 2016, on an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.
- B. Motion** – To name the non-motorized pathway “switchback” as the Memorial Tree Trail in honor of the Grand Ledge Garden Club 75<sup>th</sup> Anniversary.
- 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.
- A. Motion** – To move into closed session to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).
- XIII. ADJOURNMENT** – When the City Council has completed all items listed on the approved agenda, it may not take any further action until its next regular meeting or a special meeting. If the time is significantly late and items remain on the approved agenda, the presiding officer may ask for a motion to adjourn the meeting to another specific date, time, and place at which to resume and complete the approved agenda.

  
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Gregory L. Newman, City Clerk

**THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 13 JUNE 2016, AT 7:30 P.M.  
IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN.**

05/20/2016		CUSTOM INVOICE REPORT FOR CITY OF GRAND LEDGE	
VENDOR			
NAME	DESCRIPTION		AMOUNT
44 NORTH	HRA & TELEDOK - MAY 2016		672.30
ABSOPURE WATER	DISTILLED WATER		128.10
ACE HARDWARE	FASTENERS		19.12
ACE HARDWARE	PAINT/PREMIUM FASTGRAB		23.97
ACE HARDWARE	FASTENERS		7.16
ACE HARDWARE	ORANGE SAFETY MARKERS		125.64
ACE HARDWARE	SUPPLIES		43.98
ACE HARDWARE	CLAMP/COUPLER INSERT/FASTENERS		22.59
ACE HARDWARE	SUPPLIES		32.98
ACE HARDWARE	KEYS		1.89
ALRO STEEL CORPORATION	USABLE DROPS - CARBON STEEL		11.09
ALRO STEEL CORPORATION	5/16 SQ CF		10.23
APPLIED INDUSTRIAL TECH.	SMALL BORE SEALS		27.16
APPLIED INDUSTRIAL TECH.	SUPPLIES FOR WWTP		147.74
BADER & SONS CO.	CHAIN/1/2" LINE		435.47
BADER & SONS CO.	TRIMMER HEAD		7.49
BADER & SONS CO.	DRIVE KIT		392.47
BADER & SONS CO.	BLADE		70.11
BADER & SONS CO.	CHAIN/RIM/LINE		184.84
BADER & SONS CO.	16" SAW		127.96
BIG L CORP	CONSTRUCTION LUMBER		31.77
BIG L CORP	SPRAY PAINT/WOOD		185.41
BLUE CROSS BLUE SHIELD	GR 007017086 DIV 0000 - JUNE 2016		4,951.49
BLUE CROSS BLUE SHIELD	GR 007017086 DIV 0001 - JUNE 2016		7,849.71
BLUE CROSS BLUE SHIELD	GR 007017086 DIV 0002 - JUNE 2016		3,894.37
BLUE CROSS BLUE SHIELD	GR 007017086 DIV 0003 - JUNE 2016		8,446.25
CALIBRE PRESS	TRAINING - TACTICS IN TRAFFIC		139.00
CHEMICAL INJECTION TECH	VACUUM REGULATOR BACK BODY		247.37
CHEMICAL INJECTION TECH	INLET SPRING GUIDE/VALVE PLUG/WRENCH		476.92
COMCAST	ACCT #904814885 - COMMUNICATIONS 310 GREENWOOD		246.33
COMCAST CABLE	ACCT #01721 424920-01-7 - 310 GREENWOOD		293.23
COMCAST CABLE	ACCT #01721 150482-01-8 DPS		92.40
COUNTY OF EATON	ROAD CREW - FULL DAY 5/5/16		300.00
CUMMINS BRIDGEWAY, LLC	SENDER-TEMP/SWITCH-LO		141.33
GUTCHESS DAVID	REIMBURSE FOR UNIFORM		24.99
GUTCHESS DAVID	REIMBURSE FOR PARKING		6.00
DBI BUSINESS INTERIORS	OFFICE SUPPLIES		80.84
DBI BUSINESS INTERIORS	OFFICE SUPPLIES		52.28
DIGITAL ALLY	CAMERAS		22,645.00
EATON COUNTY TREASURER	400-044-200-720-00		37.84
ELHORN ENGINEERING COMPANY	CARBOY/DEPOSIT ON CONTAINER		193.00
ENG.	GL PHASE II CWA COMPLIANCE - APRIL 2016		1,183.56
ETNA SUPPLY INC	RUBBER GASKET		200.00
ETNA SUPPLY INC	PIPE/VALVE BODY/PLUNGER/THREAD TAPE		284.89
FASTENAL COMPANY	FASTENERS		92.45

FISHBECK THOMPSON CARR	AS NEEDED THROUGH 05/06/16	114.00
FISHBECK THOMPSON CARR	RIVER MANHOLE MOD THROUGH 05/06/16	2,693.10
FLUID CONNECTIONS, INC.	CONNECTOR/ADAPTER/ASSEMBLY	376.43
GRAND LEDGE AUTO PARTS INC	BATTERY	119.07
GRAND LEDGE AUTO PARTS INC	BULBS	56.96
GRAND LEDGE AUTO PARTS INC	BRAKE ROTOR/PAD/BALL JOINT	156.00
GRAND LEDGE AUTO PARTS INC	FILTERS/OIL	117.40
GRAND LEDGE AUTO PARTS INC	CONTROL ARM AND BALL	57.47
GRANGER	310 GREENWOOD - TRASH REMOVAL	70.00
GRANGER	109 FITZGERALD PK DR - TRASH REMOVAL	62.59
GRANGER	13253 LAWSON RD - TRASH REMOVAL	63.12
GRANGER	401 WHITNEY ST - TRASH REMOVAL	82.35
GRANGER	138 W RIVER - TRASH REMOVAL	105.24
GRANGER	CONTAINER EMPTY - 401 WHITNEY RECYCLING	707.00
GRANGER	STREET SWEEPINGS	110.00
HAMMOND FARMS	PROSOIL	82.50
HOLIHAN ATKIN FUNERAL HOME	COMMUNITY ROOM DEPOSIT	100.00
IT RIGHT	ETHERNET DROP	250.00
IT RIGHT	SWITCH/BACKUPS/PATCHES	224.75
IT RIGHT	ADVANCED TOWER	3,875.00
JETT PUMP AND VALVE, LLC	GASKET HOUSING/BOLT	100.43
WALTER JOY	GAZEBO DEPOSIT	100.00
KEBS, INC.	BOUNDARY SURVEY - W SAGINAW HWY	1,750.00
KEBS, INC.	BOUNDARY SURVEY - HARTEL ROAD	750.00
KEBS, INC.	BOUNDARY SURVEY - 5564 E SAGINAW	750.00
KEBS, INC.	LOT SURVEY - 710 W FRONT	500.00
KEBS, INC.	BOUNDARY SURVEY - 13253 LAWSON ROAD	750.00
KEBS, INC.	LOT SURVEY - 605 W FRONT	1,100.00
BARCLAY KIM	REIMBURSE FOR UNIFORM	67.08
LANSING ICE AND FUEL	DPS FUEL - ACCT #1-81681	740.62
LANSING ICE AND FUEL	DPS FUEL ACCT #1-081681	667.39
BELL LOIS	GAZEBO DEPOSIT	100.00
MATTHEW BENDER & CO	MI PENAL CODE HANDBOOK	64.08
MBA DISTRIBUTING, INC.	O-RINGS/GEAR FRAME ASSEMBLY/GEAR BOX	233.81
MENARDS - LANSING WEST	LANDSCAPE TIMBERS	15.88
MENARDS - LANSING WEST	PIPE/FITTINGS/PAINT	175.90
MENARDS - LANSING WEST	COUPLER/ADAPTERS/LOCKNUT/CONDUIT CEMENT	98.70
MENARDS - LANSING WEST	SPADE/PREEN/ANNUALS - CEMETERY	77.07
MENARDS - LANSING WEST	RECYCLING BOX	14.77
MENARDS - LANSING WEST	FLOOR CLEANER	9.48
MI MUNICIPAL RISK MGMT	GRIEVANCE PROCESSING TRAINING	150.00
MICHIGAN CAT	EDGE/BOLT/NUT/WASHER	320.28
MICHIGAN MUNICIPAL LEAGUE	CLASSIFIED FOR DPS SUPERVISOR	30.80
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 05/06/16	4,496.00
MID MICH BLDG INSPECTIONS, LLC	BLDG PERMITS/INSPECTS 05/13/16	1,768.00
MILLER'S REDI-MIX, INC.	FILL CONCRETE	472.00
MILLER'S REDI-MIX, INC.	CONCRETE	1,020.00
MML WORKERS' COMP FUND	WORKER'S COMP - INSTALL 1	10,302.00
MUZZALL GRAPHICS	UTILITY BILLS	609.35
MUZZALL GRAPHICS	UTILITY PAST DUE NOTICES	167.20
MYERS PLUMBING & HEATING	BACKFLOW SERVICE AT WWTP	2,192.00

MYERS PLUMBING & HEATING	BACKFLOW AT VARIOUS LOCATIONS	1,764.24
OLD DOMINION BRUSH INC	BOOM ARMS	1,514.85
OUDBIER INSTRUMENT CO	CALIBRATION OF METERING DEVICES	800.00
PRECISION LAWN & SNOW	MOW APRIL 2016 - 1 OF 7	1,782.14
PVS TECHNOLOGIES INC	FERRIC CHLORIDE	5,249.16
QUILL CORPORATION	OFFICE SUPPLIES	14.78
SCHAFFER'S LANDSCAPE SUPPLY	TOP SOIL	104.00
SHELL FLEET PLUS	ACCT #065 270 068 - PD FUEL	1,390.99
SPARROW HEALTH SYSTEM	PHYSICALS	497.50
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	49.75
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	215.04
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	4.87
STATE OF MICHIGAN	TOKEN FEE JAN-MAR 2016 MI2343500	99.00
STATE OF MICHIGAN -MDEQ	IND STORM WATER EXAM - GUTCHESS	30.00
SYNAGRO CENTRAL	WASTE DISPOSAL	440.90
COTE TIM	CLEANING 05/09/16 TO 05/22/16	550.00
TRI TERRA	ENVIRONMENTAL SITE ASSESS - OAK PARK EXPANSION	1,850.00
USA BLUE BOOK	HACH FLUORIDE REAGENT	86.97
USA BLUE BOOK	NATURAL HDPE 100FT COILS	43.90
VERIZON WIRELESS	DPS CELLS - ACCT #242013090-00001	183.89
ZIEMNICK FOSTER ENG., LLC	GL AS NEEDED APRIL 1 - 30, 2016	100.00
		110,376.52

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

**CITY COUNCIL MINUTES – REGULAR MEETING  
MONDAY, 09 MAY 2016  
7:30 P.M.  
COUNCIL CHAMBERS, CITY HALL  
310 GREENWOOD ST.**

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

– Council member Tom Jancek was absent

**OTHERS PRESENT** – Adam Smith, City Administrator; Gregory Newman, City Clerk; Cheryl Grice, Finance Director / Treasurer; Martin Underhill, Chief of Police; Larry LaHaie, Public Service Director; Susan Stachowiak, Zoning Administrator; Nick Sizeland, Graduate Intern;

**II. PLEDGE OF ALLEGIANCE**

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

**III. AUDIENCE PARTICIPATION**

Alex Morris, United States Representative Tim Walberg's office, reported on activities from Representative Walberg's office.

Lynne MacDowell, Grand Ledge Area Chamber of Commerce, explained the decision to sell the Chamber's building and lease office space in City Hall.

State Representative Tom Barrett, thanked the City Council for its work and reported on activities from his office.

**IV. APPROVAL OF CONSENT AGENDA**

**A. Motion (from staff)** – 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.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MONDAY, 09 MAY 2016 CITY COUNCIL CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

**V. APPROVAL OF REGULAR AGENDA**

**A. Motion** – To approve the Monday, 09 May 2016 regular City Council agenda.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MONDAY, 09 MAY 2016 REGULAR CITY COUNCIL AGENDA. MOTION CARRIED UNANIMOUSLY.

**VI. COMMITTEE AND BOARD REPORTS**

**A. Planning Commission**

Council member Mulder reported on the Planning Commission's disappointment with the Jaycee Park Boat Launch Improvement Project final plan.

**VII. STAFF REPORTS**

**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

Lt. Col. Todd Fitzpatrick, Michigan Army National Guard Aviation Support Facility, commented on the City's positive support of the Facility, commented on continuing and expected deployments, and offered further assistance and involvement from the Facility in the Grand Ledge community.

The City Council discussed the possibility of interaction between the Facility and the Grand Ledge Area Emergency Services Authority, and the positive impact of the Facility on the Grand Ledge community.

Adam Smith, City Administrator, reported on the ongoing Parks and Recreation Survey, the importance of the survey on future Parks and Recreation Commission activities and discussions, the Jaycee Park Boat Launch Improvement Project, the additional parking space for the Jaycee Park Boat Launch from the E. River St. Reconstruction project, and the Oak Park Expansion Project.

The City Council discussed the Planning Commission's dissatisfaction with the final Jaycee Park Boat Launch Improvement Project and the ability to develop the boat launch area further with additional grants.

Nick Sizeland, Graduate Intern, presented the new City Facebook Page.

The City Council discussed the City's social media policies and future plans.

**Clerk's Department**

Gregory Newman, City Clerk, reported on work enhancing public access to City records and improvements to the Council Chambers audio / video equipment.

**Finance Department – Revenue / Expenditure Report**

Cheryl Grice, Finance Director / Treasurer, reported on the end of year work for the Fiscal Year Ending 30 June 2016 and on the ongoing work developing the budget for the Fiscal Year Ending 30 June 2017.

**Police Department**

Martin Underhill, Chief of Police, reported on the successful Victorian Day festival, trespassing on the railroad trestle, the successful prescription drug turn-in event and work to allow prescription drug turn-in year-round, Detective James' retirement and Officer DeWitt's move into the Detective position, and Officer involvement in area schools.

The City Council discussed the sidewalk monitoring project for development of future walking paths in the City.

### **Department of Public Services**

Larry LaHaie, Public Service Director, reported on increasing activity with the warming weather, employee training, employees returning to Oakwood Cemetery for the season, the Eaton County Jail crew working at Oakwood Cemetery, the Korean War Memorial construction, sidewalk replacement work, and the E. River St. and Russell St. Reconstruction Project.

### **Assessing Department**

Adam Smith, City Administrator, mentioned the Assessor's report is in the packet and mentioned the Assessor will hold office hours at City Hall on Tuesdays and Thursdays.

### **Planning and Zoning Department**

Susan Stachowiak, Zoning Administrator, reported on increased permit and violation work with the warmer weather, the Planning Commission's work updating the Master Plan and on higher density single-family use, and the intent to hold an information session on preferences for smaller, higher-density homes.

### **Building Department**

Adam Smith, City Administrator, mentioned the Building Official's report is included in the packet.

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

COUNCIL MEMBER SOWLE MOVED, COUNCIL MEMBER LANTZ SECONDED, TO RECEIVE AND PLACE ON FILE THE APRIL 2016 STAFF REPORTS. MOTION CARRIED UNANIMOUSLY.

## **VII. UNFINISHED BUSINESS**

- A. Resolution #14 of 2016** – To approve an Agreement Regarding Fairview Development / Frazier Holdings Special Assessment District.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER LANTZ SECONDED, TO ADOPT RESOLUTION #14 OF 2016, TO APPROVE AN AGREEMENT REGARDING FAIRVIEW DEVELOPMENT / FRAZIER HOLDINGS SPECIAL ASSESSMENT DISTRICT.

Adam Smith, City Administrator, explained the agreement provides water and sanitary sewer to the property, and mentioned the need for Oneida Township approval.

The City Council debated the need for Oneida Township approval.

MOTION TO ADOPT RESOLUTION #14 OF 2016, TO APPROVE AN AGREEMENT REGARDING FAIRVIEW DEVELOPMENT / FRAZIER HOLDINGS SPECIAL ASSESSMENT DISTRICT, CARRIED UNANIMOUSLY.

- B. Resolution #15 of 2016** – To approve the lease of T-Hangars at Abrams Municipal Airport to private entities.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #15 OF 2016, TO APPROVE THE LEASE OF T-HANGARS AT ABRAMS MUNICIPAL AIRPORT TO PRIVATE ENTITIES.

Adam Smith, City Administrator, explained the revision of the "blanket" lease for T-Hangars.

The City Council debated the reduction in late fees from \$50.00 to \$25.00.

MOTION TO ADOPT RESOLUTION #15 OF 2016, TO APPROVE THE LEASE OF T-HANGARS AT ABRAMS MUNICIPAL AIRPORT TO PRIVATE ENTITIES, CARRIED UNANIMOUSLY.

- 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.

MAYOR SMITH OPENED THE 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, AT 8:54 P.M.

Adam Smith, City Administrator, explained the public hearing requirement, mentioned the possibility of holding a Committee of the Whole after the Monday, 23 May 2016, regular City Council meeting to discuss the budget for the Fiscal Year Ending 30 June 2017, and mentioned the water and sewer rate increase recommended by the City Council.

No public comment.

MAYOR SMITH CLOSED THE 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, AT 8:57 P.M.

- 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.

MAYOR SMITH OPENED THE PUBLIC HEARING ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8, AT 8:57 P.M.

Adam Smith, City Administrator, explained the 425 Agreement would cover four properties owned by the City located in Oneida Township and contiguous to the City.

No public comment.

MAYOR SMITH CLOSED THE PUBLIC HEARING ON AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8, AT 8:59 P.M.

- E. Resolution #16 of 2016** – To approve an Agreement for Conditional Transfer of Property and Governmental Functions Pursuant to 1984 P.A. 425 and 1967 P.A. 8.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADOPT RESOLUTION #16 OF 2016, TO APPROVE AN AGREEMENT FOR CONDITIONAL TRANSFER OF PROPERTY AND GOVERNMENTAL FUNCTIONS PURSUANT TO 1984 P.A. 425 AND 1967 P.A. 8. MOTION CARRIED UNANIMOUSLY.

## **IX. NEW BUSINESS**

- A. Resolution (Introduction)** – To approve a Lease Agreement with the Grand Ledge Area Chamber of Commerce.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO INTRODUCE A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE GRAND LEDGE AREA CHAMBER OF COMMERCE.

Adam Smith, City Administrator, explained the one-year lease of room B103 in City Hall to the Grand Ledge Area Chamber of Commerce for \$400.00 cash and \$600.00 in-kind per month.

MOTION TO INTRODUCE A RESOLUTION TO APPROVE A LEASE AGREEMENT WITH THE GRAND LEDGE AREA CHAMBER OF COMMERCE. AYES: LANTZ, MALECKI, SMITH, SOWLE, WILLEMS. NAYS: NONE. MOTION CARRIED UNANIMOUSLY.

**B. Motion – To approve Traffic Control Orders #2016-02, #2016-03, and #2016-04.**

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER MULDER SECONDED, TO APPROVE TRAFFIC CONTROL ORDERS #2016-02, #2016-03, AND #2016-04.

Martin Underhill, Chief of Police, explained the Traffic Control Orders establish “No Parking” and “Loading Only” zones on E. River St. and W. River St., and reported the business owners support the Traffic Control Orders.

MOTION TO APPROVE TRAFFIC CONTROL ORDERS #2016-02, #2016-03, AND #2016-04, CARRIED UNANIMOUSLY.

**X. AUDIENCE PARTICIPATION**

**XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL**

Council member Mulder reported he completed the Parks and Recreation Survey online.

Mayor Smith appointed Michael Doty to the Parks and Recreation Commission for a term expiring 09 January 2017, and appointed Dave Rademacher to the Planning Commission for a term expiring 08 January 2018.

COUNCIL MEMBER SOWLE MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MAYOR’S APPOINTMENT OF MICHAEL DOTY TO THE PARKS AND RECREATION COMMISSION FOR A TERM EXPIRING 09 JANUARY 2017. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER MULDER MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO APPROVE THE MAYOR’S APPOINTMENT OF DAVED RADEMACHER TO THE PLANNING COMMISSION FOR A TERM EXPIRING 08 JANUARY 2018. MOTION CARRIED UNANIMOUSLY.

**XII. CLOSED SESSION**

**XIII. ADJOURNMENT**

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADJOURN THE MONDAY, 09 MAY 2016, REGULAR CITY COUNCIL MEETING, AT 9:11 P.M.

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Gregory L. Newman, City Clerk

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Kalmin D. Smith, Mayor



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

City Hall • 310 Greenwood St. • Grand Ledge MI 48837  
Ph: 517.627.2149 • Fax: 517.627.9796

**RECEIVED**

**APR 14 2016**

## Right-of-Way Use Application

CITY OF GRAND LEDGE

Event Name Memorial Day Parade

Organization (if any) American Legion Post 48

Person Responsible Doug Pennfield , Commander

Address 731 N. Clinton Street  
Grand Ledge, MI 48837

Phone 517-627-1232

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Earliest date and time the right-of-way is needed (consider preparation and set-up for the event):  
5 / 28 / 2016 10 : 00am a.m./p.m.

Latest date and time the right-of-way is needed (consider clean up from the event):  
5 / 28 / 2016 11 : 00am a.m./p.m.

Describe plans to provide parking for participants, traffic control for the event, security, and crowd control:  
Lyons Club will handle these details.

\_\_\_\_\_

Describe plans to provide refuse disposal, sanitation facilities, noise control, and private property protection and restoration:  
Lyons Club will handle these details.

\_\_\_\_\_

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

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

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

  
Signature

4-12-16  
Date

Douglas L. Penfield  
Printed Name

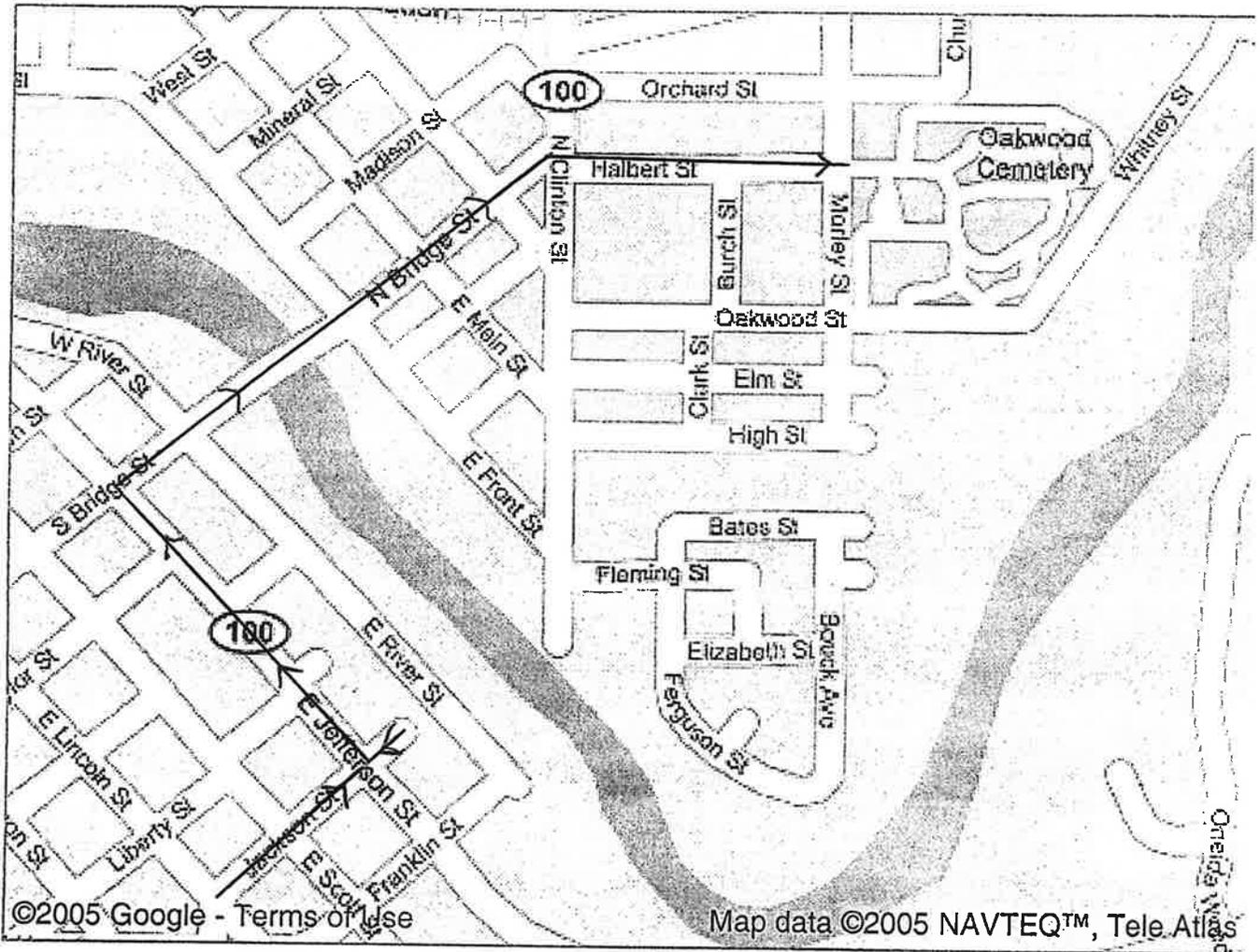
517-230-3501  
Daytime Phone

Required Reviews

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

Council Action

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



MI 48837



RIVER ST.	GENE RINGLE	242-0852
FRONT ST.	LYSIE FINNEY 282-2883	STAN HERRIFF 896-1450
MAIN ST.	LARRY HAUTER 974-0153	JIM VOLTATTORNI 927-8016
WASHINGTON ST.	GARY GUTCHISS 627-6337	KIM SPALSBURY 927-2373

ALTERNATE      DICK ALBERT      402-4199

DUKE LOVE      ON GOLF CART      712-8291

> TOM DINGLER      ALL OVER      622-0801

DOUG CLAY      ALL OVER      285-9421

ROAD GUARDS

May 23, 2016

City of Grand Ledge Council Meeting

### Executive Summary

Federal cost principles effective as of 12/26/2015 require sound internal controls and documented procedures for grant administration. While the City currently does not file a Federal Single Audit, it may need to in the future.

The Government Finance Officers Association has two best practice reports focused on this process: Documentation of Accounting Policies and Procedures and Adopting Financial Polices. Fiscal policies are central to a strategic, long-term approach to financial management.

The City has a need for a documented fiscal procedures manual centrally located and available to all users.

### Conclusion

Administration would like to be proactive in compiling a City of Grand Ledge Fiscal Policies and Procedures manual. For ease of implementation, all fiscal policies will be available within one document.

Current fiscal policies in place as well as one new policy to be approved by Council are contained in the manual with an issue date of 5/23/16. As needs present themselves, we will be adding to this manual as necessary.

# CITY OF GRAND LEDGE

310 GREENWOOD STREET • GRAND LEDGE, MICHIGAN 48837

## UTILITY BILLING PROCESS AND PROCEDURES POLICY

**Effective Date: 23 May 2016**

**Revision Date: n/a**

### **TIMELY DEPOSITS:**

All customer payments received at the City of Grand Ledge are to be deposited in a timely matter. Timely matter is defined as ordinary depositing practices. Unusual customer receipts are to be discussed with the Deputy Treasurer/Utility Billing Supervisor or the Finance Director on the day questions arise.

Under no circumstance shall a customer receipt be held without depositing longer than 1 day without prior authorization from Deputy Treasurer or Finance Director.

The *State of Michigan Accounting Procedures Manual for Local Governments* requires deposits to be made timely in their general concept statements. Grand Ledge will adhere to this statement.

### **COMMUNICATION:**

Communication is a fundamental quality of a functional department. It is important for all employees to relay to their supervisors and/or coworkers all facts that affect the successful performance of everyone's duties within the department for current and future activity.

Unusual circumstances in any area of duties are to be discussed with the Deputy Treasurer or the Finance Director on the day or as soon after as possible as questions arise.

### **FINAL BILLS:**

Final read work order requests are entered into BS&A by the Utility Billing Clerk in the Finance Department. The Department of Public Service will complete the work orders and will get the results to the Utility Billing Clerk. Upon receipt of final reads from the Department of Public Service, final bills shall be produced within 3 to 5 business days unless prior authorization is received from the Deputy Treasurer or Finance Director.

Final Bills are due within 30 days of the date of the bill.

### **REGULAR QUARTERLY AND MONTHLY BILLING:**

Utilities Department submits reads to the Utility Billing Clerk for processing. Utilities Clerk reviews for accuracy and exceptions that may need further analysis, ie: high usage, low usage, out of order meters, etc. within 3 to 5 days.

Once any exceptions have been identified, Utility Billing Clerk needs to coordinate with the Utilities Supervisor on rereading high and low usage meters for accuracy and follow up and possibly

# CITY OF GRAND LEDGE

310 GREENWOOD STREET • GRAND LEDGE, MICHIGAN 48837

tagging high usage meters. Once out of order meters have been identified, Utility Billing Clerk needs to coordinate with the Utilities Supervisor regarding customer contact within 1 to 2 days.

Once exceptions have been addressed and reads have been approved for billing, bills ideally should go out by the end of the month or the fifth of the following month at the latest.

## **DELINQUENT BILLING:**

A listing (accounts receivable aging) shall be run monthly.

**RESOLUTION AUTHORIZING  
CITY OF GRAND LEDGE  
2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS**

City of Grand Ledge, Eaton County, Michigan (the "Issuer")

A regular meeting of the City Council of the City of Grand Ledge (the "City Council") was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 23rd day of May, 2016, at 7:30 o'clock in the p.m.

The meeting was called to order by \_\_\_\_\_, Mayor.

Present: Council Members

Absent: Council Members

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

**WHEREAS:**

1. The City Council deems it advisable and necessary to issue bonds for the purpose of financing all or a portion of the cost of defraying all or a portion of the cost of reconstructing/resurfacing certain streets and municipal parking lots, including the installation of sidewalks, curb and gutter and related infrastructure, utility and drainage improvements, and other necessary and related improvements (the "Project"); and
2. Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City Council to issue bonds for the purpose of financing all or a portion of the cost of the Project; and
3. Pursuant to Section 517 of Act 34, the City Council is authorized to issue the bonds subject to the expiration of the referendum period of forty-five (45) days from the publication of the "Notice of Intent to Issue Bonds" as previously authorized by the City Council; and
4. The cost of the Project is less than 5% of the state equalized value of the Issuer; and
5. The City Council is satisfied that the debt service on the bonds can be defrayed within projected available funds in the Issuer's budget and from the general funds of the Issuer, and that the City Council has the authority within constitutional, statutory and charter tax rate limitations to levy sufficient taxes, if necessary, to pay the principal and interest on the bonds authorized herein; and
6. All things necessary to the authorization of said bonds under the provisions of the Constitution and laws of the State of Michigan have been done and the City Council is now empowered and desires to authorize the issuance of such bonds and their delivery; and
7. In addition, Part VI of Act 34 permits the Issuer to refund all or part of its bonded indebtedness; and

8. The Issuer has received a proposal from Robert W. Baird & Co. to refund all or part of that portion of the Issuer's outstanding (A) Bridge and Island Improvement Bonds, Series 2002 (General Obligation – Limited Tax), dated August 1, 2002, issued in the original principal amount of \$400,000, which are callable on any interest payment date on or after May 1, 2016, and which are due and payable May 1, 2017 through May 1, 2022, inclusive (the "Prior Bonds A"), and (B) Capital Improvement Bonds, Series 2002, dated November 1, 2002, issued in the original principal amount of \$500,000, which are callable on any interest payment date on or after November 1, 2012, and which are due and payable November 1, 2017 through November 1, 2022, inclusive (the "Prior Bonds B" and, together with the Prior Bonds A, the "Prior Bonds"); and

9. The City Council determines that it is in the best interests of the Issuer to consider refunding the Prior Bonds; and

10. Prior to the issuance of bonds, the Issuer achieved qualified status from the Michigan Department of Treasury (the "Department") pursuant to Act 34.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Bonds of the Issuer designated 2016 Capital Improvement and Refunding Bonds (General Obligation - Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000), as finally determined upon sale thereof, for the purpose of defraying all or a portion of the cost of the Project and refunding all or a portion of the Prior Bonds.

2. The City Administrator is authorized to determine prior to the sale of the Bonds: the date of Bonds, the series designation, final principal maturities to and including May 1, 2032, principal amounts, redemption features, and other terms, conditions and features necessary to sell the Bonds, according to and not inconsistent with the parameters established in this resolution. The Bonds shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall mature on May 1 of each year; and shall bear interest at a rate or rates to be hereafter determined upon sale, but not to exceed five percent (5%) per annum.

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof with interest thereon payable on November 1, 2016, or such other date as determined upon sale of the Bonds, and semiannually thereafter on May 1 and November 1 in each year. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by The Huntington National Bank, Grand Rapids, Michigan (herein called the "Paying Agent"), which shall act as the bond registrar and paying agent or such successor bond registrar-paying agent as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

4. The interest of any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates on the Bonds shall not exceed four percent (4%) per annum. Further, the purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 98% of the principal amount of the Bonds, plus accrued interest, if any. The interest rate borne by

Bonds maturing in any year shall not be less than the interest rate borne by Bonds maturing in the preceding year.

5. **Book Entry.** Unless otherwise requested by the purchaser, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The City Administrator is hereby authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by the City Administrator, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

6. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

7. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

8. The Mayor and City Clerk are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is hereby authorized and directed to cause said Bonds to be delivered to the purchaser upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the Mayor and City Clerk affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2016 CAPITAL IMPROVEMENT AND REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

The Issuer hereby irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with fiscal year 2016-2017 and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full. There shall be levied upon the tax rolls of the Issuer in each year, commencing with the tax year 2016, for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections being taken into consideration in arriving at the estimate. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued. The Issuer not having the power to levy taxes for the payment of the Bonds in excess of its

constitutional, statutory or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds.

10. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds, to secure payment of those Prior Bonds set forth in the Sales Resolution and to pay the cost of acquiring and constructing the Project. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2016 BOND ISSUANCE FUND. Moneys in the 2016 BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the 2016 BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds. All remaining funds shall be deposited into the 2016 CAPITAL PROJECTS FUND.

11. A portion of the proceeds of the Bonds, together with any moneys transferred by the City Council at the time of closing of the Bonds from the debt retirement fund(s) for the Prior Bonds, shall be invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America; or other obligations the principal and interest of which are fully secured by the foregoing (the "Escrow Funds"), and used to pay principal, interest and redemption premiums, if any, on the Prior Bonds. The Escrow Funds shall be held by an escrow agent (the "Escrow Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call any Prior Bonds specified by the City Council upon sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by the City Council that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

12. The Huntington National Bank, Grand Rapids, Michigan, is hereby appointed to serve as Escrow Agent under an Escrow Agreement.

13. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

14. The City Clerk is authorized and hereby ordered to publish notice of sale of the Bonds herein authorized in a publication printed in the English language and circulated in this State, which notice of sale shall be in substantially the form attached hereto and incorporated herein as Exhibit B.

15. The City Administrator, or designee if permitted by law, is authorized to:

- a. File with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. If deemed advisable by the Issuer's financial consultant, request a waiver of the maturity limitations as set forth in the Application for Waiver.
- c. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- d. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit C attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and hereby is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.
- e. Approve circulation of a Preliminary Official Statement describing the Bonds.

16. The Mayor, City Clerk, City Treasurer, City Administrator and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution or the Bonds.

17. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

18. Thrun Law Firm, P.C., is hereby appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Further, Thrun Law Firm, P.C., has informed this City Council that it represents no other party in the issuance of the Bonds.

19. Bids for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof.

20. The financial consulting firm of Robert W. Baird & Co. is hereby appointed as financial consultants to the Issuer with reference to the issuance of the Bonds herein authorized.

21. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds.

22. The Issuer hereby designates the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation" and provided that the other conditions required by the Code to deem all or a portion of the Bonds as designated as "qualified tax-exempt obligations" are satisfied, then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds are hereby designated as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations". In making said designation, the City Council determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2016 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

23. The City Council covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on the Bonds from gross income.

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

Ayes: Council Members

Nays: Council Members

Resolution declared adopted.

---

City Clerk, City of Grand Ledge

The undersigned duly qualified and acting City Clerk of the City of Grand Ledge, Eaton County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a

resolution adopted by the City Council at a regular meeting held on May 23, 2016. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

\_\_\_\_\_  
City Clerk, City of Grand Ledge

MDG/



**EXHIBIT A**

[No.]

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF EATON  
CITY OF GRAND LEDGE  
2016 CAPITAL IMPROVEMENT AND REFUNDING BOND  
(GENERAL OBLIGATION - LIMITED TAX)**

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

CITY OF GRAND LEDGE, COUNTY OF EATON, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2016, and semiannually thereafter on the first day of May and November of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of THE HUNTINGTON NATIONAL BANK, GRAND RAPIDS, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_ issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Issuer's City Council on May \_\_, 2016, and \_\_\_\_\_, 2016, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of financing all or a portion of the cost of financing certain public improvements within the City of Grand Ledge and refunding all or a portion of certain prior bond issues of the Issuer.

The limited tax, full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable primarily from ad valorem taxes, which will be levied within the authorized constitutional, statutory and charter tax limitations of the Issuer and an irrevocable appropriation of a sufficient amount of such taxes will be made each year as a first operating budget obligation for the payment of the principal of and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of tax anticipation notes heretofore or hereafter issued and, if taxes are insufficient to

pay the Bonds when due, the Issuer has pledged to use any and all other resources available for the payment of the Bonds. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional, statutory or charter tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after May 1, 2027, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, 2026, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on May 1, \_\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, _____	\$
May 1, _____	
May 1, _____	
May 1, _____ (maturity)	

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner

duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

**IN WITNESS WHEREOF**, City of Grand Ledge, County of Eaton, State of Michigan, by its City Council, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Clerk as of \_\_\_\_\_, 2016, and its corporate seal or a facsimile thereof to be hereunto affixed, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

CITY OF GRAND LEDGE  
COUNTY OF EATON  
STATE OF MICHIGAN

Countersigned

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

[SEAL]

**CERTIFICATE OF AUTHENTICATION**

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)  
(City, State)  
PAYING AGENT

By  
Authorized Signatory

-----  
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ the within Bond and does hereby irrevocably  
constitute and appoint \_\_\_\_\_ attorney to transfer  
the Bond on the books kept for registration of the within Bond, with full power of substitution in  
the premises.

Dated: \_\_\_\_\_

NOTICE: The assignor's signature to this assignment  
must correspond with the name as it appears upon the  
face of the within Bond in every particular without  
alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning  
the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if the Bond is held by joint  
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number  
for first named transferee)

**EXHIBIT B**

**OPTIONAL DTC BOOK-ENTRY-ONLY**

**OFFICIAL NOTICE OF SALE**

\$ \_\_\_\_\_

**CITY OF GRAND LEDGE**

**COUNTY OF EATON**

**STATE OF MICHIGAN**

**2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS  
(GENERAL OBLIGATION – LIMITED TAX)**

**BIDS** for the purchase of the above 2016 Capital Improvement and Refunding Bonds (the "Bond" or "Bonds") will be received by City of Grand Ledge, Eaton County, Michigan (the "Issuer"), at the \_\_\_\_\_, Michigan \_\_\_\_\_, on \_\_\_\_\_, the \_\_\_ day of \_\_\_\_\_, 2016, until \_\_\_ o'clock in the \_\_.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. BIDS also will be received on the same date and the same hour by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan, Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where the bids will simultaneously be opened and read. Bidders may choose either location to present bids but not both locations. Award of the bids will be considered by the Issuer's City Council at \_\_\_ o'clock in the \_\_.m., prevailing Eastern Time, on that date.

**FAXED BIDS:** Bidders may submit signed bids via facsimile transmission to the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0943, provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (517) \_\_\_\_\_ or the Municipal Advisory Council at (313) 963-0420. Bidders submitting bids by fax must satisfy the requirements of the good faith deposit obligations described herein.

**ELECTRONIC BIDS** may be presented via *PARITY* on the date and at the time shown above provided that such bidders must also comply with the good faith deposit requirements described herein. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact Robert W. Baird & Co. at (231) \_\_\_\_\_ or *PARITY* at (212) 849-5021.

**PURPOSE AND SECURITY:** The Bonds are being issued for the purpose of (A) financing all or a portion of the cost of reconstructing/resurfacing certain streets and municipal parking lots, including the installation of sidewalks, curb and gutter and related infrastructure, utility and drainage improvements, and other necessary and related improvements, and (B) refunding a certain prior outstanding obligations of the Issuer (the "Refunded Bonds"). The Bonds are issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended. The Issuer has pledged the limited tax full faith and credit of the Issuer for the payment of principal and interest on the Bonds. The Issuer has further pledged to levy sufficient ad valorem taxes within its authorized millage annually, as a first budget obligation, said levy must be subject to constitutional, statutory and charter tax rate limitations. The Issuer not having the power to levy

taxes for the payment of the Bonds in excess of its constitutional, statutory, or charter tax rate limitation, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds. The Issuer has reserved the right to issue additional bonds of equal standing.

**OPTIONAL DTC BOOK-ENTRY-ONLY:** Unless otherwise requested by the Purchaser, the Bonds will be initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. If DTC Book-Entry-Only is used, Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates, and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

**BOND DETAILS:** Said Bonds will be fully registered Bonds, of the denomination of \$5,000 each or multiples thereof up to the amount of a single maturity, dated the date of delivery (anticipated to be \_\_\_\_\_, 2016), numbered in order of issue from 1 upwards and will bear interest from their dated date payable on November 1, 2016, and semiannually thereafter.

The Bonds will mature on May 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
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**TERM BOND OPTION:** Bidders shall have the option of designating bonds maturing in any year as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within twenty-four (24) hours of the Bond sale.

**MATURITY ADJUSTMENT:** The aggregate principal amount of this issue is believed to be the amount necessary to provide, in part, adequate funds to retire the Refunded Bonds and transactional costs. The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds by not more than \$ \_\_\_\_\_ after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of \$5,000, will not exceed \$ \_\_\_\_\_ per maturity and may be made in any maturity.

**ADJUSTMENT TO PURCHASE PRICE:** The purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to the winning bid.

**PAYING AGENT:** Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the "Paying Agent"), or such other Paying Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Paying Agent. In the event the Bonds cease to be held in book entry form only, the Paying Agent will serve as bond registrar and transfer agent, interest shall be paid by check mailed to the owner as shown by the registration books of the Issuer as of the close of business on the 15th day of the month preceding any interest payment date and the Bonds will be transferable only upon the registration books of the Issuer kept by the Paying Agent. See "Optional DTC Book-Entry-Only" above.

**PRIOR REDEMPTION:**

A. Mandatory Redemption – Term Bonds.

Principal designated by the original Purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue maturing in the years 2017 through 2026, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing in the year 2027 and thereafter shall be subject to redemption prior to maturity, at the option of the Issuer, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2026, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

**INTEREST RATE AND BIDDING DETAILS:** The Bonds shall bear interest at a rate or rates not exceeding five percent (5%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one Bond shall be at one rate only. All Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed four percent (4%) per annum. No proposal for the purchase of less than all of the Bonds, or at a price which will cause the net interest cost on the Bonds to exceed five percent (5%) per annum, will be considered. Further, the purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 98% of the principal amount of the Bonds, plus accrued interest, if any. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR.

**GOOD FAITH:** A certified or cashier's check in the amount of two percent (2%) of the par value of the Bonds may be submitted contemporaneously with the bid or, in the alternative, a deposit in the amount of two percent (2%) of the par amount of the Bonds shall be made by the winning bidder by federal wire transfer as directed by Robert W. Baird & Co., to be received by the Issuer not later than noon, prevailing Eastern Time, on the next business day following the award as a guarantee of good faith on the part of the bidder to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. Any award made to the low bidder is conditional upon receipt of the good faith deposit. The good faith deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Bonds shall be made at the closing. Good faith checks of unsuccessful bidders will be returned via U.S. Mail.

**AWARD OF BONDS:** The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from \_\_\_\_\_, 2016 (the anticipated date of delivery).

**LEGAL OPINION:** Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**TAX MATTERS:** Interest on the Bonds is included in gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has designated the Bonds as "QUALIFIED TAX-EXEMPT OBLIGATIONS" within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

**OFFICIAL STATEMENT:** Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the successful bidder with a reasonable number of final Official Statements. Such final Official Statements may be obtained without cost to the successful bidder in a reasonable amount from the financial consultant as set forth herein. The successful bidder agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within 24 hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the successful bidder at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**CONTINUING DISCLOSURE:** As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to the 180th day after the end of the fiscal year of the Issuer, commencing with the fiscal year ended June 30, 20\_\_\_, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

**CERTIFICATE REGARDING "ISSUE PRICE":** The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. In addition, if the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

**DELIVERY OF BONDS:** The Issuer will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser at a place to be mutually agreed upon with the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock, noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw the proposal by serving notice of cancellation in writing, on the

undersigned, in which event the Issuer shall promptly return the good faith deposit. Accrued interest to the date of delivery of the Bonds shall be paid by the Purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the Purchaser furnishes the Paying Agent with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the Purchaser.

**CUSIP NUMBERS:** CUSIP numbers will be imprinted on the Bonds at the expense of the Issuer. An improperly imprinted number or failure to print CUSIP numbers shall not constitute basis for the Purchaser to refuse to accept delivery of the Bonds. The Purchaser shall be responsible for requesting assignment of numbers and for the payment of any charges for the assignment of numbers. If the Purchaser requires CUSIP numbers on the Bonds, the Purchaser shall request assignment of CUSIP numbers for the Bonds and provide the numbers to Robert W. Baird & Co. and Thrun Law Firm, P.C., within forty-eight (48) hours of the bond sale.

**BIDDER CERTIFICATION - NOT "IRAN-LINKED BUSINESS":** By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

**FURTHER INFORMATION** may be obtained from Robert W. Baird & Co., 1001 Bay Street, Traverse City, Michigan 49684. Telephone: (231) \_\_\_\_\_.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**

**ENVELOPES** containing the bids should be plainly marked "Proposal for City of Grand Ledge 2016 Capital Improvement and Refunding Bonds."

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City Clerk, City of Grand Ledge

## EXHIBIT C

### FORM OF CONTINUING DISCLOSURE AGREEMENT

§ \_\_\_\_\_  
**CITY OF GRAND LEDGE  
COUNTY OF EATON  
STATE OF MICHIGAN  
2016 CAPITAL IMPROVEMENT AND REFUNDING BONDS  
(GENERAL OBLIGATION - LIMITED TAX)**

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by City of Grand Ledge, County of Eaton, State of Michigan (the "Issuer"), in connection with the issuance of \$ \_\_\_\_\_ 2016 Capital Improvement and Refunding Bonds (General Obligation - Limited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Issuer's City Council on May \_\_, 2016 and \_\_\_\_\_, 2016 (together, the "Resolution"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Bondholder" means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Dissemination Agent" means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

"Official Statement" shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2016.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Resolution" shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

"Rule" shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. Currently, the following is the State Repository:

Municipal Advisory Council of Michigan  
Buhl Building  
535 Griswold, Suite 1850  
Detroit, Michigan 48226  
Tel: (313) 963-0420  
Fax: (313) 963-0943  
E-Mail: mac@macmi.com

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the 180th day after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 20\_\_\_, to EMMA and the State Repository an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer's fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or

coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB and to the State Repository in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB and to the State Repository in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB and to the State Repository on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB and to the State Repository along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided, that any event other than those listed under Section 5(a)(1), (3), (4), (5), (9), (11) (only with respect to any change in any rating on the Bonds) or (12) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA and with the State Repository together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable, or on any indebtedness for which the State is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

#### SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed,

amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB, and to the State Repository, if any.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB and to the State Repository. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its

obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

CITY OF GRAND LEDGE  
COUNTY OF EATON  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_, 2016



**APPENDIX A**

**NOTICE TO THE MSRB AND TO THE STATE REPOSITORY  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Grand Ledge, Eaton County, Michigan

Name of Bond Issue: 2016 Capital Improvement and Refunding Bonds (General  
Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

CITY OF GRAND LEDGE  
COUNTY OF EATON  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_



**APPENDIX B**

**NOTICE TO THE MSRB AND THE STATE REPOSITORY  
OF CHANGE IN ISSUER'S FISCAL YEAR**

Name of Issuer: City of Grand Ledge, Eaton County, Michigan

Name of Bond Issue: 2016 Capital Improvement and Refunding Bonds (General  
Obligation - Limited Tax)

Date of Bonds: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the  
Issuer's fiscal year ended on \_\_\_\_\_. It now ends on \_\_\_\_\_.

CITY OF GRAND LEDGE  
COUNTY OF EATON  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: City Administrator

Dated: \_\_\_\_\_



**APPENDIX C**

**SIGNIFICANT EVENT NOTICE COVER SHEET**

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board and the State Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: \_\_\_\_\_

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: \_\_\_\_\_

Number of pages of attached significant event notice: \_\_\_\_\_

**Description of Significant Events Notice (Check One):**

- 1.  Principal and interest payment delinquencies
- 2.  Non-payment related defaults
- 3.  Unscheduled draws on debt service reserves reflecting financial difficulties
- 4.  Unscheduled draws on credit enhancements reflecting financial difficulties
- 5.  Substitution of credit or liquidity providers, or their failure to perform
- 6.  Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- 7.  Modifications to rights of security holders
- 8.  Bond calls
- 9.  Tender offers
- 10.  Defeasances
- 11.  Release, substitution, or sale of property securing repayment of the securities
- 12.  Rating changes
- 13.  Bankruptcy, insolvency, receivership or similar event of the obligated person
- 14.  The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
- 15.  Appointment of a successor or additional trustee or the change of name of a trustee
- 16.  Other significant event notice (specify) \_\_\_\_\_

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

**The MSRB Gateway is [www.msrb.org](http://www.msrb.org) or through the EMMA portal at [emma.msrb.org/submission/Submission\\_Portal.aspx](http://emma.msrb.org/submission/Submission_Portal.aspx). Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.**







**Grand Ledge Area  
Emergency Service Authority**

500 N. Clinton Street, Grand Ledge, Michigan 48837  
Phone (517) 627-1157 • Fax (517) 627-0417

May 20, 2016

Mayor Kalmin Smith  
City of Grand Ledge  
310 Greenwood St  
Grand Ledge, MI 48837

Dear Mayor Smith:

At its May 16, 2016 meeting, the Grand Ledge Area Emergency Services Authority (GLAESA) Board of Trustees approved a resolution requesting that the City of Grand Ledge and Oneida Charter Township enter into a 425 intergovernmental property transfer agreement for GLAESA-owned property located at 11485 Hartel Road; Grand Ledge, Michigan.

It is the GLAESA Board's understanding that the City will craft the agreement, and, once approved by City Council, will present it to the Oneida Township Board of Trustees.

Thank you for your time and attention to this matter.

Sincerely,

Rick Lantz  
Chair, GLAESA Board of Trustees

cc: Adam Smith, City Administrator

**Supporting the City of Grand Ledge and Oneida Township.  
The future is in the hands of our citizens.**

---

**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 described herein shall be conditionally transferred from the Township to the City in accordance with Act 425 to promote construction and extension of improvements and infrastructure, including sanitary sewer and potable water, to properties included within the area subject to this Agreement for development (hereafter the "Transferred Area"); 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 will enhance the prevention of unemployment, the need to promote economic development, and the tax base of the Parties; 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 Exhibit A and graphically depicted in Exhibit B 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 approximately **four and 00/100 (4.00)** 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.

- A. For purposes of property taxation, the Transferred Area shall be taxed at the City rates.
- B. From and after the effective date of this Agreement, the Transferred Area shall be treated as being within the boundaries of the City for purposes of 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.

Qualified electors, if any, residing within the Transferred Area shall, for all purposes, 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.

The City shall have responsibility for all public roads and rights of way within the Transferred Area and shall be entitled to apply for, receive, and retain all funds related to 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 shall be assessed and taxed at the ad valorem property tax rate levied by the City.

Section 3.2. Revenue Allocation.

The City shall in each year remit to the Township the revenue generated by the levy of 1.0 mill on all real and 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 fifty (50) years from the Effective Date of this Agreement as provided in Section 5.1.

**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.



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**

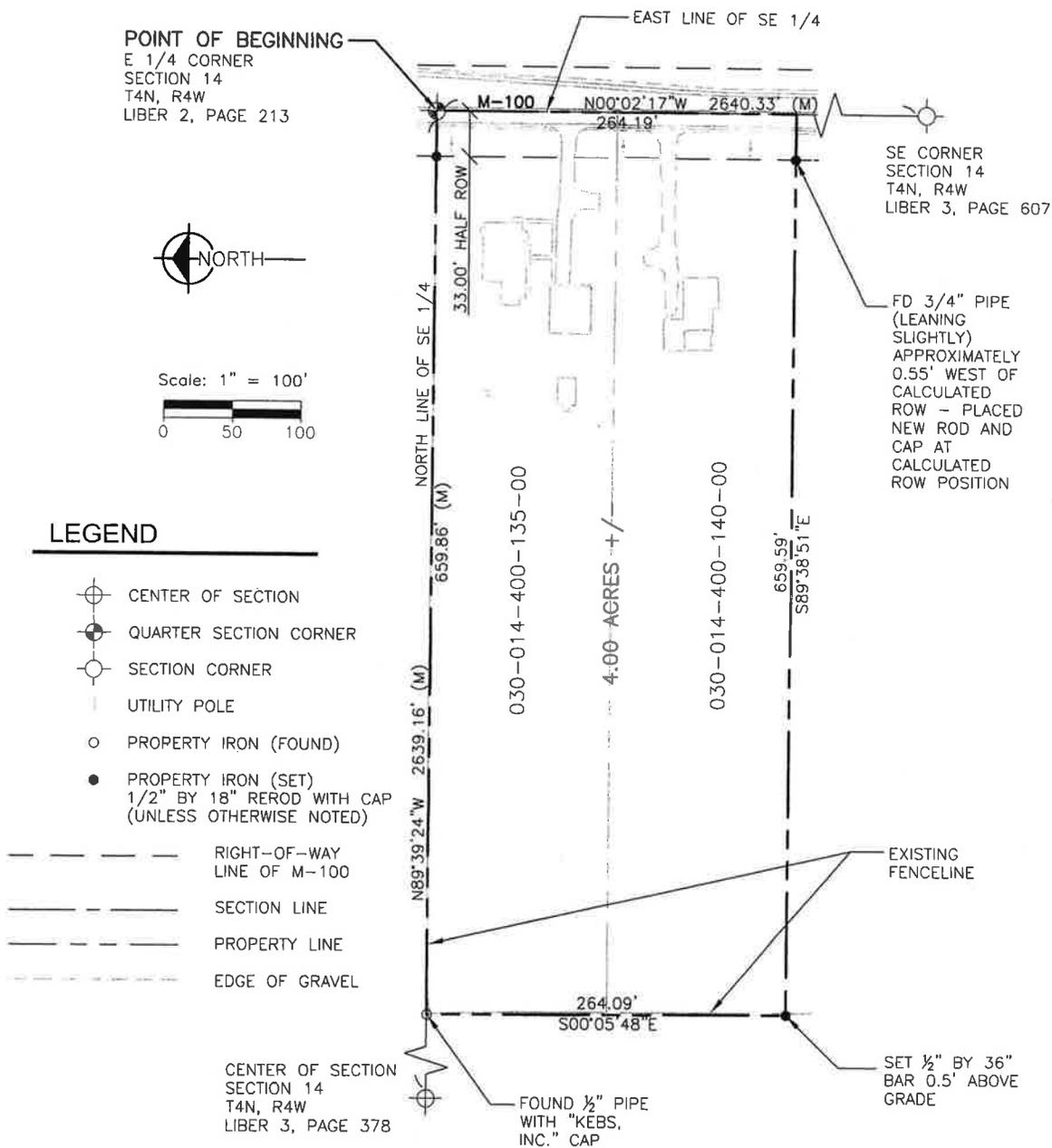
\_\_\_\_\_

By: \_\_\_\_\_  
**Kalmin Smith, Mayor**

And: \_\_\_\_\_  
**Gregory Newman, Clerk**

# CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH,  
RANGE 4 WEST, ONEIDA TOWNSHIP, EATON COUNTY, MICHIGAN



BASIS OF BEARING: NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14 AS SHOWN ON "WOODVIEW ESTATES NO. 5" AS RECORDED IN LIBER 13 OF PLATS, PAGES 174-177

FISHBECK, THOMPSON, CARR, & HUBER, INC.  
7402 WESTSHIRE DRIVE, SUITE 110  
LANSING, MI 48917  
PHONE 517.627.1141  
FAX 517.627.1433

12/10/2007

<p><b>engineers scientists architects constructors</b></p>	<p><b>City of Grand Ledge</b></p> <p>Part of the SE 1/4 of Section 14, T4N R4W</p>		<p>PROJECT NO G07934</p> <p>FIGURE NO.</p>
	<p><b>Fire Station</b></p>		<p>1 of 2</p>

# CERTIFICATE OF SURVEY

PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH,  
RANGE 4 WEST, ONEIDA TOWNSHIP, EATON COUNTY, MICHIGAN

**PARCEL DESCRIPTIONS (AS FURNISHED):**

**030-014-400-135-00**

**LIBER 2003, PAGE 727 OF DEEDS**

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, T4N, R4W, ONEIDA TOWNSHIP, EATON COUNTY, MICHIGAN, THENCE RUNNING WEST 40 RODS, THENCE SOUTH 8 RODS, THENCE EAST 40 RODS, THENCE NORTH 8 RODS TO THE PLACE OF BEGINNING.

**030-014-400-140-00**

**LIBER 2003, PAGE 725 OF DEEDS**

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, T4N, R4W, ONEIDA TOWNSHIP, EATON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING 8 RODS SOUTH OF THE NORTHEAST CORNER OF SAID EAST 1/2 OF THE SOUTHEAST 1/4, THENCE WEST 40 RODS; THENCE SOUTH 8 RODS; THENCE EAST 40 RODS; THENCE NORTH 8 RODS TO THE PLACE OF BEGINNING.

**COMBINED PARCEL DESCRIPTION (AS SURVEYED):**

PART OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 4 WEST, ONEIDA TOWNSHIP, EATON COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 14 AS DESCRIBED IN LIBER 2, PAGE 213 OF EATON COUNTY, MICHIGAN, RECORDS; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14, NORTH 89 DEGREES 39 MINUTES 24 SECONDS WEST 659.86 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST 264.09 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 51 SECONDS EAST 659.59 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 02 MINUTES 17 SECONDS WEST 264.19 FEET TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES MORE OR LESS, INCLUDING 0.20 ACRES OF MICHIGAN DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY. ALSO SUBJECT TO ALL OTHER EASEMENTS OR RESTRICTIONS, IF ANY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF P.A. 132 OF 1970, AS AMENDED, THAT THE CORNERS WERE SET AS SHOWN, AND THAT THE ERROR OF CLOSURE IS NO GREATER THAN ONE FOOT IN FIVE THOUSAND FEET.



DECEMBER 11, 2007

ERICK R. FRIESTROM  
PROFESSIONAL SURVEYOR # 53497



FISHBECK, THOMPSON, CARR, & HUBER, INC.  
7402 WESTSHIRE DRIVE, SUITE 110  
LANSING, MI 48917  
PHONE 517.627.1141  
FAX 517.627.1433

12/10/2007

	<b>engineers</b> <b>scientists</b> <b>architects</b> <b>constructors</b>	<b>City of Grand Ledge</b> Part of the SE 1/4 of Section 14, T4N R4W  <b>Fire Station</b>	<table border="1" style="width: 100%; height: 40px;"> <tr><td>PROJECT NO.</td></tr> <tr><td>G07934</td></tr> <tr><td>FIGURE NO.</td></tr> <tr><td>2 of 2</td></tr> </table>	PROJECT NO.	G07934	FIGURE NO.	2 of 2
	PROJECT NO.						
G07934							
FIGURE NO.							
2 of 2							
<small>©Copyright 2007 All Rights Reserved Hand copy is intended to be 8.5"x14" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.</small> U:\CADD\07934\SURVEY\07934_CERTIFICATE_OF_SURVEY.DWG    DATE: 12/11/2007    TIME: 11:19:05 AM    USER: ERF    fishbeck, thompson, carr & huber, inc.							





# The Grand Ledge Garden Club

Grand Ledge, Michigan 48837

May 11, 2016

Grand Ledge City Council  
310 Greenwood Street  
Grand Ledge, MI 48837

The Grand Ledge Garden Club asks that the trail, commonly known as the Switchback, where several memorial trees have been planted be officially designated the "Memorial Tree Trail". See the enclosed map.

The Club further requests permission to place a large boulder along the above trail with a plaque containing the following inscription:

Memorial Tree Trail  
Grand Ledge Garden Club  
Celebrating 75 Years  
June 18, 2016

The location of the boulder is indicated on the enclosed map.

Thank you for your consideration of this matter.

Sincerely,  
Judy Hedlund  
Secretary

30'-00"  
E. JEFFERSON STREET

Proposed location  
for Boulder  
w/plaque →



SCALE: 1"=40'

KEY:

- ▲ Cedar/Juniper
- ⓐ Crabapple
- ⓓ Dogwood
- Ⓡ Redbud
- Ⓢ Serviceberry
- Ⓟ Pear
- Ⓦ White Pine
- Ⓟ Blue Spruce

400-000-648-

400-000-648-080-00

400-000-648-080-00

400-000-648-050-00

