



DOWNTOWN DEVELOPMENT AUTHORITY
FEBRUARY 8, 2017 - 6:00 PM
COUNCIL CHAMBERS, CITY HALL

- I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. BOARD OF DIRECTORS MINUTES
 - A. Approval of the regular minutes for January 11, 2017 [Action Item]
- IV. PUBLIC COMMENT
- V. COMMITTEE REPORTS
 - A. Photo Contest (recommendation from Design Committee) [Action Item]
- VI. STAFF REPORTS
 - A. Financial transactions and bills [Action Item]
 - B. Monthly financial statement [Informational Item]
- VII. OLD BUSINESS
 - A. Library Parking Lot Update [Informational Item]
 - B. TIF Library Opt out bills, Senate Bills 619-624 [Informational Item]
- VII. NEW BUSINESS
 - A. Request from Ledge Craft Lane – Memorial Bench
- IX. PUBLIC COMMENT
- X. BOARD OF DIRECTORS COMMENTS
- XI. ADJOURNMENT

DOWNTOWN DEVELOPMENT AUTHORITY

MINUTES

JANUARY 11, 2017, 6:00 PM

COUNCIL CHAMBERS, CITY HALL

I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE – The meeting was called to order at 6:03p.m. Members present: Chairman Bruce MacDowell, Bob Brown, Keith Mulder, Terrance Augustine, Mayor Kalmin Smith, Lise Mitchell, Vicki Paski and Chris Fata. Others Present: City Administrator Adam Smith, Assistant City Administrator Ameer King and c2ae representative, Tyler Ruel. Members Absent: Dave Jonas, Michael Fredericks and Karl Glarner.

II. APPROVAL OF AGENDA – Mr. Augustine made a motion to approve the agenda as presented. Ms. Mitchell supported the motion. Motion carried 7 to 0.

III. BOARD OF DIRECTORS MINUTES –

A. Approval of the minutes for December 14, 2016 regular meeting – Mr. Mulder made a motion to approve the regular meeting minutes of December 14, 2016 as amended. Mayor Smith supported the motion. Motion carried 7 to 0.

IV. PUBLIC COMMENT – Rick Merryfield who is a partner in the Barber Shop indicated he had concerns over the number of parking spaces or reduction of parking spaces. There are approximately 40 employees who park in the lot. The Opera House spills over into that lot as well. The more parking the better.

Vicki Paski arrived at 6:09 p.m.

V. COMMITTEE REPORTS –

VI. STAFF REPORTS

A. Financial transactions and bills – Ms. Smith reviewed the financial transactions and bills. Mr. Augustine made a motion to approve the bills in the amount of \$12,662.24. Mr. Mulder supported the motion. Motion carried 8 to 0.

B. Monthly financial statement – Mr. Smith reviewed the financial statements. Staff has been working to develop a photo contest, which can be used for marketing and promotion. We will schedule a Design Committee to review the details.

VII. OLD BUSINESS –

A. Library Parking Lot Update and Timeline – Mr. Smith indicated that tonight is intended to get your final feedback to c2ae. Tyler Ruel from c2ae reviewed the revised layout. Several points of interest; roll curb is at the east end for trucks to drive over and snow to be stored in that area, there are 79 parking spaces, spaces are 9 x 20 with 24 foot aisle widths, tree grates are 5 x 5. There were several alternatives discussed. Mr. Smith indicated that a developer met with staff recently that will need additional dumpster enclosure area. There are 119 parking spaces added to River Street. Several members are interested in bike racks and how many parking spaces are available. There may be a problem with the curb by the barber shop as well for the turning radius with large trucks. Mr. Smith suggested we take elements of 2 designs and merge together. Using Illustrative Alternative 1 – keep the outside walkways taking them down to 9 ½ feet each or 9 foot on 1 and 10 foot on the other, have a bike rack in the grassy area on E. River Street and in Bridge Street Plaza or closer to the library, research the bump out/curb area by the barber shop insuring the radius is adequate for delivery trucks, keep as much parking as possible. From Preferred Alternative A use the perpendicular parking along Bridge Street Plaza, remove the trees along East River and try to get the dumpster enclosure next to the existing one behind Marathon. Mr. Augustine made a motion to move forward with preferred alternative A as revised. Revisions include enhanced pedestrian circulation and a north and south bike rack, a north dumpster enclosure or expansion of the current dumpster enclosure, and retain as much parking as possible. Mr. Brown supported the motion. A roll call vote was taken. Motion carried 8 to 0.

Mr. Fata	Yes	Ms. Paski	Yes	Mayor Smith	Yes
Mr. Brown	Yes	Mr. Mulder	Yes	Ms. Mitchell	Yes
Mr. Augustine	Yes	Chairman MacDowell	Yes		

B. TIF Library Opt out bills, Senate Bills 619-624 – aMr. Smith indicated that the Governor signed into law Senate Bills 619 through 624. Our parking lot project was financial structured on the \$30,000 annual tax capture from the library. The new law means we potentially will not have it as a funding source to pay for the project. The library is required to continue to pay the commitment for projects prior to December 31, 2016. The library may opt out if the district is expanded or if the development plan is amended. This construction project could be in jeopardy and may have to be shelved. Mr. Smiths’ recommendation is to officially ask the library board for a commitment to use the TIF revenue for the entire length of the bond. Mr. Augustine made a motion to formally ask the GLADL board to commit the TIF revenue for payment of the bond for the entire length of the bond, and to refuse their opt-out privilege. Ms. Paski supported the motion. Motion carried 7 to 0. Ms. Mitchell abstained.

VIII. NEW BUSINESS –

IX. PUBLIC COMMENT – None

X. BOARD OF DIRECTORS COMMENTS –

XI. ADJOURNMENT – Mr. Augustine made a motion to adjourn the meeting at 8:02 p.m. Mr. Mulder supported the motion. Motion carried 8 to 0.

Robert Brown, Secretary

Date Minutes Approved

DRAFT



The **BEST** of
2017 GRAND LEDGE
Photo Contest

 Enter 5 photos taken within the City of Grand Ledge

 **Deadline:**
Aug. 10, 2017
by 4:00PM

 **Cash prizes!**

www.cityofgrandledge.com/photocontest

Find more details at:

#NaturallyGrand

The Best of Grand Ledge 2017 Photo Contest

Information on Rules and Entry

Enter the 2017 Photo Contest by 4:00pm, on Thursday, August 10, 2017.

Photographers of all ages are invited to enter their best, "high resolution" images celebrating our community in the Best of Grand Ledge 2017 Photography Contest. Entering is easy and free. For more information visit www.cityofgrandledge.com/photocontest. If posting photos to personal social media outlets, please consider using the hashtag #NaturallyGrand.

CONTEST DATES:

- Entries will be accepted beginning Friday, February 10, 2017 through Thursday, August 10, 2017 at 4:00pm
- Photographs entered in the contest can be taken at anytime
- **Photos must be uploaded no later than 4:00pm, Thursday, August 10, 2017**

CRITERIA: The mission of the contest is to celebrate the splendor and allure of the City of Grand Ledge, therefore all photos entered must be taken within the city limits. Photos taken outside of the City are not eligible for submission. Please note that low resolution images that cannot be well reproduced in printed materials will be disqualified. Be sure to set your camera or smartphone settings to the highest possible resolution for best results.

The City will display the entries online beginning at 9:00 a.m. on Tuesday, August 15, 2017 and ask the public to select up to 10 of their favorite images. The City will identify 10 images that have received the most votes and a committee of the Downtown Development Authority will select final winners and award the following prizes:

- **First Prize:** One image will be selected to receive a \$500.00 cash prize
- **Second Prize:** One image will be selected to receive a \$300.00 cash prize
- **Honorable Mention:** Eight images will be selected to receive a \$25.00 cash prize to each photographer

Winners will be announced in fall of 2017. All contest entries are eligible to be featured in city-wide publications of print and electronic media.

CATEGORIES: Capture the essence of Grand Ledge with photos that may encompass some of the following common elements, such as:

1. **Spectacular Natural Environment** – Grand River, "The Ledges", island, park and wildlife scenes
2. **Charming Architecture** – downtown cityscapes, landmarks, infrastructure
3. **Vibrant Culture and Community** – children and adults in sports, art, festivals, special events

SUMMARY OF CONTEST RULES:

(For Official Rules for the Best of Grand Ledge 2017 Photo Contest, visit

www.cityofgrandledge.com/photocontest)

- No entry fee.
- Photos must be taken within the Grand Ledge city-limits and must be deemed suitable for publishing by the City.
- In submitting photos you are granting the City of Grand Ledge permission and the right to publish (and/or) post your photos to the internet, television, and any printed materials without any compensation or any other consideration.
- Persons entering the contest agree to forever hold harmless the City of Grand Ledge from any liability caused from the publishing or posting of submitted photos of the contest.
- Open to photographers of all skill levels and of any age.
- Minors under the age of 18 years old may enter but must have their legal parent or guardian submit the entry on their behalf.
- Employees of the City of Grand Ledge, members of the Downtown Development Authority's voting committee, and all of their immediate families are NOT eligible to win any prize monies but are welcome to enter the contest.
- Maximum of five (5) photos allowed with entry, per photographer.
- Photographers may only enter the 2017 Photo Contest one (1) time.
- Photographers are only eligible to win one (1) cash prize (either First Place, Second Place, or one (1) of the eight (8) Honorable Mention awards) in the 2017 Photo Contest. The City will have a total of ten (10) different prize winners for this contest.
- Photos with recognizable persons can only be entered with a signed Model Release Form. Visit www.cityofgrandledge.com/photocontest to download this form.
- Photos must be titled according to contest requirements.
- The City reserves the right to reject any entry based on criteria.
- No print or emailed entries will be accepted. Only electronic files, uploaded via www.cityofgrandledge.com/photocontest will be accepted.
- **The deadline to enter the contest is Thursday, August 10th, 2017 by 4:00pm.** The City assumes no responsibility for late, lost, misdirected, or damaged entries.
- By submitting, photographers must agree to the following:
 - I hereby give permission to the City of Grand Ledge or anyone authorized by the City to use and/or reproduce any or all digital images for any purpose including multi-media publications (any print materials, internet, broadcast television, presentation, and internal City use) without compensation or any other consideration to me.
 - I understand that my submittal may be used in its entirety or in part and may be revised or combined with other images for use by the City and its designees without recognition.

- I understand that any digital images submitted will become and remain property of the City.
- I understand that any digital images submitted may be reviewed by the public and may be displayed in City and non-City facilities.
- I have received permission and have submitted signed Model Release Forms from all person(s) in the photograph(s) for use of their image as part of my entry into the 2017 Photo Contest. Visit www.cityofgrandledge.com/photocontest to download this form.
- I certify that the photos I submitted are unique and original, taken by me, and does not infringe upon any copyright or patent.
- I certify that I have read and understand the Official Rules of the Best of Grand Ledge 2017 Photo Contest. Visit www.cityofgrandledge.com/photocontest to view/download the Official Rules.
- Any submission received after the entry deadline will not be eligible for cash prizes.

IMAGE REQUIREMENTS: Eligible images from a digital camera or smartphone set at no less than 3 mega pixels high resolution or digitally scanned prints (if from a non-digital camera) must be in either JPG or PNG digital format at a file size of between 3 megabytes (minimum) and 9 megabytes (maximum) at 300 dpi (dots per inch) or sufficient resolution to print at 8 by 10 inch size without loss of quality. **Be sure to set your camera or smartphone at the highest possible resolution for best results.**

RENAME YOUR FILES: All photo entries must be RENAMED as follows: [last name]_[title of photo]_[location photo was taken].

Photo EXAMPLE 1: Smith_Sunny Ledge_OakPark.jpg

Photo EXAMPLE 2: Smith_Parade_Downtown.jpg

Please submit the image only – do not embed captions, words, watermarks, or photographer’s name on the image.

SUBMIT YOUR PHOTOS @ www.cityofgrandledge.com/photocontest: Entering is easy and free! Limit: up to 5-photos per photographer. Photographers may only enter the 2017 Photo Contest one (1) time. All entries must be completed via the portal at www.cityofgrandledge.com/photocontest, submitted by 4:00pm on Thursday, August 10, 2017, and include the following to be eligible:

1. Release Form with Name, Age, and Contact Information of Photographer

1a. Completed Release Form for person entering the contest. Visit www.cityofgrandledge.com/photocontest to download this form.

1b. Name, Age, and Contact Information of Legal Parent or Guardian, if Photographer is under the age of 18 years old.

2. Up to five (5) high-resolution, JPG or PNG, photos

2a. Each photo must be titled in the following way: [last name]_[title of photo]_[location photo was taken]

2b. Completed Model Release Forms for each photo containing a recognizable person, if applicable. Visit www.cityofgrandledge.com/photocontest to download this form.

3. Agreement to the Best of Grand Ledge 2017 Photo Contest Official Rules

3a. Visit www.cityofgrandledge.com/photocontest to view/download the Official Rules.

PRIZES:

- First Prize: One image will be selected to receive a \$500.00 cash prize
- Second Prize: One image will be selected to receive a \$300.00 cash prize
- Honorable Mention: Eight images will be selected to receive a \$25.00 cash prize to each photographer

Photographers are only eligible to win one (1) cash prize (either First Place, Second Place, or one (1) of the eight (8) Honorable Mention awards) in the 2017 Photo Contest. The City will have a total of ten (10) different prize winners for this contest.

Winners will be notified by email and announced publically in fall 2017.

INFORMATION: The information contained in these official rules is for reference only and is subject to change. The City of Grand Ledge reserves the right to revise, amend, or repeal these basic contest rules at any time.

JUDGING: The City will display the entries online by 9:00 a.m. on Tuesday, August 15, 2017 and ask the public to select up to 10 of their favorite images by 4:00 p.m. on Tuesday, September 5, 2017. The City will compile 10 images that received the most public votes and will provide the images to a committee of the Downtown Development Authority who will select final winners and award the prizes. The committee will only see the same information provided to the public: the image of the photo and the photo name given by the entrant. Committee members will not be given any other identifying information about the photo entrant such as name, address, age, etc. The committee will be judging based on the quality of the photo, suitability for future promotional use, and how well the image captured the essence of Grand Ledge, in their sole opinion.

ADDITIONAL INFORMATION: Any costs associated with preparing or entering the Best of Grand Ledge 2017 Photo Contest are the Entrant's sole responsibility and will not be reimbursed by the City of Grand Ledge.

The City reserves the right to reject any or all entries, to award prizes and/or provide recognition to entries, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the City.



Best of Grand Ledge 2017 Photo Contest

RELEASE FORM

Publicity Release/Permission To Reprint			
<p>By completing this form, I hereby grant permission to the City of Grand Ledge to use the photograph(s) submitted for publishing, illustration, advertising, trade and promotion, on the City's website, Facebook page, FLIKR website, television channel, or for any other purposes or any other mediums they deem appropriate without payment or any other consideration. I understand and agree that these materials will become the property of the City of Grand Ledge and will not be returned. I hereby irrevocably authorize the City of Grand Ledge to edit, alter, copy, exhibit, publish, and distribute my photograph(s) for purposes of publicizing the City or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photograph(s) appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my photograph(s). I hereby hold harmless and release and forever discharge the City of Grand Ledge from all claims, demands, and causes of action which, I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or of my estate have or may have by reason of this authorization.</p>			
Name of Person Entering Contest:	Phone Number: ()	Birthdate*:	
Street Address:	City:	State:	Zip:
Signature:	Date:		
<i>*If photographer is under 18 years of age on the date the entry is submitted, this form MUST be signed by a legal parent or guardian.</i>			
Printed Name of Legal Parent or Guardian:	Phone Number: ()	Birthdate:	
Street Address:	City:	State:	Zip:
Signature of Legal Parent or Guardian:	Date:		



Best of Grand Ledge 2017 Photo Contest

MODEL RELEASE FORM

NOTE: EACH photo entry with a recognizable person(s) in the photo MUST include a SIGNED Model Release form. A Model Release form must be submitted for EACH recognizable person in EACH photo. Please duplicate the form as needed.

Model Release			
<p>By completing this form, I hereby grant the City of Grand Ledge the right to use my likeness in a photograph in any and all of its publications, including; illustration, advertising, trade and promotion, on the City's website, Facebook page, FLIKR website, television channel, or for any other purposes or any other mediums they deem appropriate without payment or any other consideration. I understand and agree that these materials will become the property of the City of Grand Ledge and will not be returned. I hereby irrevocably authorize the City of Grand Ledge to edit, alter, copy, exhibit, publish, and distribute this photo for purposes of publicizing the City or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge the City of Grand Ledge from all claims, demands, and causes of action which, I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or of my estate have or may have by reason of this authorization.</p>			
Name of Person Entering Contest:			
Title of Photo:			
Printed Name of Model:	Phone Number: ()	Model's Birthdate*:	
Street Address:	City:	State:	Zip:
Signature of Model:	Date:		
<i>*If model is under 18 years of age on the date the entry is submitted, this form MUST be signed by their legal parent or guardian.</i>			
Printed Name of Legal Parent or Guardian:	Phone Number: ()	Birthdate:	
Street Address:	City:	State:	Zip:
Signature of Legal Parent or Guardian:	Date:		

The Best of Grand Ledge 2017 Photo Contest Official Rules

The Best of Grand Ledge 2017 Photo Contest (the “Contest”) sponsored by the City of Grand Ledge Downtown Development Authority (the “City”) begins on Friday, February 10, 2017 and ends on Tuesday, August 8, 2016 at 4:00 p.m. Eastern Time (ET) (the “Contest Period”). NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. **CONTEST:** The entry period for the Contest begins on Friday, February 10, 2017 and ends at 4:00 p.m. ET on Thursday, August 10, 2016 (the “Contest Entry Period”). During this period, the public may submit photographs on www.cityofgrandledge.com/photocontest (defined below). The voting period for the Contest begins at 9:00 a.m. ET on Tuesday, August 15, 2017 and ends at 4:00 p.m. ET on Tuesday, September 5, 2017 (the “Contest Voting Period”). During this period, the public may vote on the Photo Entries (defined below) posted on www.cityofgrandledge.com/photocontest (defined below).

2. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that submission of a Photo Entry in the Contest constitutes agreement to these Official Rules. You may not submit a Photo Entry to the Contest and are not eligible to receive the prize described in these Official Rules unless you agree to these Official Rules. These Official Rules form a binding legal agreement between you and the City with respect to the Contest.

3. **ELIGIBILITY:** The Contest is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 18 years of age or older and have internet access. Minors under the age of 18 years old may enter only if their legal parent or guardian submits the entry on their behalf. Employees of the City, members of the Downtown Development Authority’s voting committee, and all of their immediate family members (including spouse, mother, father, sister, brother and children and spouse of any of the foregoing) and those living in the same household of each (people who have shared the same residence at least three months over a period of one year prior to the start of the Sweepstakes Period) are not eligible to win any prize monies but may still enter the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and void where prohibited or restricted by law.

4. **HOW TO ENTER:** During the Contest Entry Period, you may enter the Contest by uploading before the end of the Contest Entry Period (a) an original photographic image of Grand Ledge that highlights what you think is the best of the City (a “Photo”) and (b) a one-to-three word description of the location or place within the City where the photograph was taken via www.cityofgrandledge.com/photocontest and follow the instructions that appear to complete an entry form and upload your Photo(s). Entering a Photo is referred to as a “Photo Entry”. Entrants may enter a maximum of five (5) Photo Entries. Entrants may only enter the Contest once. Each Photo Entry must meet the “Photo Entry Requirements” described below. All Photo Entries must be successfully submitted during the Contest Entry Period to be eligible for the Contest. Any use

of robotic, automatic, programmed or similar entry methods will void all such entries by such methods. Entrants violating any of these Official Rules may be disqualified. All eligible Entries will be featured on www.cityofgrandledge.com/photocontest.

5. PHOTO ENTRY REQUIREMENTS: Entrant's Photo Entry must be original, of entrant's own creation. Any Photo Entry that, in the City's sole and absolute discretion (i) is obscene, profane, lewd or defamatory; (ii) includes anti-social content, a commercial solicitation or promotional materials, or address, phone number, or URL address; (iii) does not meet the requirements outlined in these Official Rules; (iv) includes branded items; (v) is not in keeping with the City's image, or (vi) is otherwise objectionable, may not be considered and may be disqualified.

All Photo Entries become the property of the City upon submission and will not be acknowledged or returned. Entrant represents and warrants that entrant's Photo Entry (i) is original, of entrant's own creation and (ii) does not violate the intellectual property or proprietary rights of other parties. Entrant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the City or any other person on the grounds that any use of any Photo Entry as provided herein, infringes any of entrant's rights as the creator of the Photo Entry as provided herein including, without limitation, trademark rights, copyrights and moral rights or "droit moral". By submitting a Photo Entry, entrant hereby grants the City and its affiliates, subsidiaries, successors, assigns, licensees, sub-licensees, and agents an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish or otherwise distribute, modify, create derivative works based upon, incorporate into other works, publicly perform and display the Photo Entry or any portion thereof, in or through any medium, whether now known or hereafter created (including, but not limited to, on the City of Grand Ledge Facebook Page, other websites owned or controlled by the City, its affiliates or anyone acting on the City's authority, and in the City's e-mails, Facebook, or other social media communications), for any and all lawful purposes, and agrees to execute documents, instruments or agreements confirming such right and license at the City's reasonable request. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and the City. The entrant will defend and indemnify the City against any judgments or settlements approved by the City with respect to any claims that entrant infringed any Intellectual Property Rights of a third party in relation to the entrant's submission.

6. WINNER SELECTION: All eligible Photo Entries will be featured on www.cityofgrandledge.com/photocontest. The City, in its sole discretion, reserves the right at any time not to post, or to remove, any Photo Entry that fails to comply with these Official Rules. During the Voting Period, visitors to www.cityofgrandledge.com/photocontest will be given the opportunity to vote on eligible Photo Entries. Anyone may vote, and an entrant may vote on his/her own Photo Entry. Voters may vote for up to ten (10) entries; however, only one (1) vote per person will be allowed during the Voting Period. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to the public, as determined by the City in its sole and absolute discretion. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. The City encourages voters to judge Photo Entries using the Judging Criteria for winning set forth in these Official Rules. Ten (10) Photo Entries receiving the highest number of public votes will be judged by the City and winners will be selected to receive the following prizes: one (1) First Prize of \$500.00,

one (1) Second Prize of \$300.00, and eight (8) Honorable Mention prizes of \$25.00 each. Decisions of the City will be final. Potential prize winners must meet all eligibility requirements and fully comply with these Official Rules. The City's decisions as to numbers of votes for each Photo Entry (after excluding, in its discretion, any ineligible votes or other votes not compliant with these Official Rules) are final.

7. **WINNER NOTIFICATION:** Potential prize winners will be notified by the City via e-mail, in the City's sole discretion. Except where prohibited by law, winners may be required to sign and return an affidavit of eligibility and publicity/liability release within twenty-four (24) hours of notification and provide any additional information that may be required by the City. The City shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address connected with the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. **PRIZES AND ODDS OF WINNING:** The prize to be awarded from the Contest are described below. Odds of winning depend on the number of eligible entries received: (a) First Prize: One (1) winner will be selected by the City according to the judging criteria described above and will receive a check for \$500.00. (b) Second Prize: One (1) winner will be selected by the City according to the judging criteria described above and will receive a check for \$300.00. (c) Honorable Mention: Eight (8) winners will be selected by the City according to the judging criteria described above and will receive a check for \$25.00.

9. **GENERAL RULES:** The Contest is offered by the City, which is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrants further agree to waive, release, indemnify, defend and hold harmless the City and their employees, sponsors and agents, including advertising and Contest agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, Facebook and other social media platforms (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond the City's control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, or (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of

any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest. IN NO EVENT WILL THE CITY BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. ADDITIONAL CONDITIONS: Except where prohibited, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in any printed or digital publications, the City of Grand Ledge Facebook page, cable channel, and the City's webpage at www.cityofgrandledge.com without additional compensation. The City reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to the entrant. The City reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Contest; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the City reserves the right to seek damages from any such person to the fullest extent permitted by law. The City's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in the Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of the City, which are final and binding on all matters pertaining to the Contest. These Official Rules are governed by the law of the State of Michigan, excluding rules governing choice of laws.

11. LAWSUITS: Any action, suit or case arising out of, or in connection with, this Contest or these Official Rules must be brought in the state or federal courts located in Michigan.

City of Grand Ledge
Downtown Development Authority

Re: Memorial Bench in Honor of Marilyn Smith

Following Marilyn Smith's death, Ledge Craft Lane wanted to honor her with something that would be a memorial to her for years to come. Marilyn was intent on keeping Grand Ledge's history alive and we would like to keep her history alive.

In addition to educating many, many young people from Grand Ledge, Marilyn was a driving force behind numerous events/organizations we enjoy today – the Historical Society and Museum, the Opera House, the Island Art Fair, Victorian Days, GLAR, the Holiday Traditions Tour ...

Because of Marilyn's impact on the community, we wanted this to be a community memorial to Marilyn, a community of the individuals and businesses with whom she interacted for so many years.

A memorial bench at the entrance to the Island seemed very appropriate ... across from the garden dedicated to her father which she tended every year and a place where she greeted vendors and visitors to the Island Art Fair for 42 years.

Your "Memorial Bench Donation Program Guidelines" have been brought to our attention. We appreciate the need for guidelines.

We also understand that guidelines are *recommended* best practices.

Therefore we ask you to consider, in good faith, our request for an exception to your guidelines. Marilyn was an exceptional woman in Grand Ledge.

Currently, if you look at the promotion of art in our community, you will see art which reflects the history of Grand Ledge – the sculpture that represents the ledges and the newest sculpture “Growing Progress” providing insight to our past in farming and Chevrolets as we move towards the future. And they are not alike because they represent the unique aspects of our town.

We would like a bench which is not like every other bench but one that represents Marilyn’s unique contributions to this community.

Attached is a picture of one possibility. Perhaps we would have her picture with an inscription and a few other words describing her contributions to Grand Ledge. Even strangers, in seeing a dedicated monument, want to know about the person(s) behind it.

Again, we simply ask you to consider our request. We would greatly appreciate this.

Thank you.

Ledge Craft Lane

