



**PARKS AND RECREATION COMMISSION
MARCH 26, 2015 – 7:00 P.M.
COUNCIL CHAMBERS, CITY HALL**

- I. CALL TO ORDER/TAKING OF ROLL/PLEDGE OF ALLEGIANCE**
- II. APPROVAL OF AGENDA**
- III. COMMISSION MINUTES**
 - A. Approval of the regular minutes for February 26, 2015
- IV. PUBLIC COMMENT**
- V. STAFF REPORTS**
 - A. Monthly Revenue and Expense Report
 - B. Risk Avoidance Program Application – Fitzgerald Field Bleacher Improvements
 - C. MDOT Host Application for 2015 “Training Wheels” Community/Regional Training Opportunity
 - D. Michigan Natural Resources Trust Fund (MNRTF) – Public Act 7 of 2015
 - E. Staff Liaison Appointment – Chad Brunton, Department of Public Services
- VI. OLD BUSINESS**
 - A. 2015 Recreational Programming
- VII. NEW BUSINESS**
 - A. MNRTF Grant Application Proposal Land Acquisition – Public Input
Parcel 400-078-002-961-00 (605 West Front Street – Oak Park Expansion)
 - B. MNRTF Grant Application Proposal Land Acquisition Recommendation
 - C. Fiscal Year 2016 Fee Schedule Recommendation
- VIII. PUBLIC COMMENT**
- IX. COMMISSION COMMENTS**
- X. ADJOURNMENT**

Parks & Recreation Commission Minutes – Regular Meeting
Thursday, February 26, 2015
7:00 PM
Council Chambers, City Hall

Roll call: Chair David Smith, Matthew Dale, Marvin Hummel, Ruthann Jaquette, Kim Mulvenna, and Christine Richardson-Beagle

Absent: Rachel Kuntzsch, Chuck Mills, and Jodie Willobee

Others Present: City Administrator Adam Smith, DPS Director Larry LaHaie, and Street Supervisor Chad Brunton

Approval of Agenda

Motion made for Approval of Agenda by Commissioner Mulvenna, seconded by Commissioner Jaquette with unanimous approval.

Commission January 22, 2015 Minutes

Motion to approve made by Commissioner Jaquette, seconded by Commissioner Hummel with unanimous approval.

Public Comment - None

Staff Reports

Monthly Revenue and Expense Report

Year to date informational revenues and expense reports will be provided monthly to the Commission. No action required.

Risk Avoidance Program Application – Fitzgerald Field Bleacher Improvements

Administrator Smith discussed a matching grant Risk Avoidance Program (RAP) Application for Fitzgerald Field bleacher improvements. The grant review board will meet in March and its status should be known by April.

Motion in support of pursuing a matching grant through the Risk Avoidance Program Application for improvement of the Fitzgerald Field bleachers in the amount of \$30,000 made by Commissioner Mulvenna, seconded by Commissioner Jaquette, with unanimous approval.

Old Business

2015 Recreational Programming

Staff has been researching administrative oversight for archery, art, and golf and has recommended to allow the transition of archery to Kelly Schultz who runs the archery club, golf to Ledge Meadows, and the art program be conducted through Ledge Craft Lane. These actions are intended to eliminate duplicate programs, enhance efficiencies, and best utilize limited financial resources within City parks and recreation. Staff will be working on recommendations for gymnastics and track & field programs. Discussion on the importance of both and how it has worked in the past.

Motion to recommend to City Council the transition of direct administration for archery to Kelly Schultz who runs the archery club, the art program to Ledge Craft Lane, and golf to Ledge Meadows by Chair Smith, seconded by Commissioner Jaquette, with unanimous approval.

New Business**Election of Chairman, Vice-Chairperson, and Secretary**

Chair Smith opened up the floor for this year's nomination and election of Chairman, Vice-Chairperson, and Secretary.

Motion to nominate and re-elect; David Smith as Chairman, Rachel Kuntzsch as Vice-Chairperson and Christine Richardson-Beagle as Secretary for 2015 by Commissioner Mulvenna, seconded by Commissioner Jaquette, with unanimous approval.

Appointment of Jaycee Park Subcommittee

Chair Smith recommended establishment of a Jaycee Park Subcommittee.

Motion made to establish a new Jaycee Park Subcommittee to consist of two members from this Commission; Rachel and Matt, City Staff, and City Council Member Rick Lantz for discussions regarding the Jaycee Park projects by Chair Smith, seconded by Commissioner Jaquette, with unanimous approval.

MDOT Host Application for 2015 "Training Wheels" Community/Regional Training Opportunity

Motion to submit Host Application for 2015 "Training Wheels" On-Road Bicycle Facilities Course, a Community/Regional Training Opportunity through Michigan Department of Transportation by Mulvenna, seconded by Commissioner Jaquette, with unanimous approval.

Fiscal Year 2016 Budget Recommendations

Administrator Smith reviewed the proposed Fiscal Year 2016 budget recommendation.

Motion to recommend to City Council the proposed Fiscal Year 2016 budget recommendation as presented by Dale, seconded by Hummel, with unanimous approval.

Commission Comments

Commissioner Hummel reminded us that there are grants available to have security lights installed.

Motion for Adjournment made by Chair Smith, seconded by Secretary Richardson-Beagle, with unanimous approval.

Submitted by

Christine Richardson-Beagle,
Secretary

David Smith
Chairman

REVENUE/EXPENDITURE REPORT

City of Grand Ledge

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal%	Bud
Fund: 208 - PARKS & RECREATION FUND							
Revenues							
Dept: 750.752 ADMINISTRATION							
402.000 CURRENT PROPERTY TAXES	144,000.00	144,000.00	138,750.30	1,481.42	0.00	5,249.70	96.4
403.001 PRIOR YR PROP TAX ADJUSTMENTS	0.00	0.00	-420.56	-190.28	0.00	420.56	0.0
444.000 PILOT - PAY IN LIEU OF TAX	400.00	400.00	0.00	0.00	0.00	400.00	0.0
448.000 DEL PERSONAL PROPERTY TAX	0.00	0.00	132.19	0.00	0.00	-132.19	0.0
628.000 OPERATIONAL REVENUES	200.00	200.00	0.00	-135.79	0.00	200.00	0.0
628.001 INSURANCE DIVIDENDS	0.00	0.00	135.79	135.79	0.00	-135.79	0.0
665.001 INTEREST	50.00	50.00	103.18	23.25	0.00	-53.18	206.4
ADMINISTRATION	144,650.00	144,650.00	138,700.90	1,314.39	0.00	5,949.10	95.9
Dept: 750.801 RECREATION							
601.001 FEES	50,940.00	50,940.00	13,038.97	97.50	0.00	37,901.03	25.6
602.002 GRAND ADVENTURE RACE	9,000.00	9,000.00	10,627.75	0.00	0.00	-1,627.75	118.1
RECREATION	59,940.00	59,940.00	23,666.72	97.50	0.00	36,273.28	39.5
Dept: 750.902 PARKS AND BUILDINGS							
667.000 RENTALS	5,500.00	5,500.00	4,082.50	1,015.00	0.00	1,417.50	74.2
PARKS AND BUILDINGS	5,500.00	5,500.00	4,082.50	1,015.00	0.00	1,417.50	74.2
Revenues	210,090.00	210,090.00	166,450.12	2,426.89	0.00	43,639.88	79.2
Expenditures							
Dept: 750.752 ADMINISTRATION							
703.000 SALARIES/WAGES	8,707.00	8,707.00	5,412.73	629.76	0.00	3,294.27	62.2
719.000 FRINGE BENEFITS	4,119.00	4,119.00	1,939.11	46.62	0.00	2,179.89	47.1
840.000 INSURANCE	1,500.00	1,500.00	741.02	0.00	0.00	758.98	49.4
933.000 IT MAINTENANCE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
997.101 INDIRECT COST CHARGES	17,209.00	17,209.00	17,209.00	0.00	0.00	0.00	100.0
ADMINISTRATION	34,035.00	34,035.00	25,301.86	676.38	0.00	8,733.14	74.3
Dept: 750.801 RECREATION							
703.000 SALARIES/WAGES	55,000.00	55,000.00	19,540.41	0.00	0.00	35,459.59	35.5
703.100 OVERTIME	100.00	100.00	0.00	0.00	0.00	100.00	0.0
719.000 FRINGE BENEFITS	5,676.00	5,676.00	2,088.66	0.00	0.00	3,587.34	36.8
731.002 GRAND ADVENTURE RACE	6,000.00	6,000.00	5,842.86	0.00	0.00	157.14	97.4
741.000 OPERATING SUPPLIES	7,500.00	7,500.00	2,345.33	0.00	0.00	5,154.67	31.3
776.000 MAINTENANCE SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
811.000 CONTRACTUAL	5,100.00	5,100.00	750.00	0.00	0.00	4,350.00	14.7
900.000 PRINTING/PUBLISHING	500.00	500.00	200.83	0.00	0.00	299.17	40.2
940.000 EQUIPMENT RENTAL	100.00	100.00	0.00	0.00	0.00	100.00	0.0
RECREATION	80,476.00	80,476.00	30,768.09	0.00	0.00	49,707.91	38.2
Dept: 750.902 PARKS AND BUILDINGS							
703.000 SALARIES/WAGES	15,700.00	15,700.00	10,659.28	893.94	0.00	5,040.72	67.9
703.100 OVERTIME	250.00	250.00	36.02	0.00	0.00	213.98	14.4
719.000 FRINGE BENEFITS	7,544.00	7,544.00	4,434.95	67.56	0.00	3,109.05	58.8
741.000 OPERATING SUPPLIES	1,000.00	1,000.00	159.98	0.00	0.00	840.02	16.0
776.000 MAINTENANCE SUPPLIES	17,000.00	24,200.00	32,321.39	143.70	1,570.68	-9,692.07	140.0
803.000 TRASH REMOVAL	1,000.00	1,000.00	379.47	96.42	0.00	620.53	37.9
811.000 CONTRACTUAL	6,000.00	6,000.00	2,589.00	156.00	0.00	3,411.00	43.2
853.000 TELEPHONE/INTERNET	300.00	300.00	166.31	23.82	0.00	133.69	55.4
921.000 UTILITIES	7,500.00	7,500.00	4,130.41	58.04	0.00	3,369.59	55.1
931.000 BUILDING MAINTENANCE	2,000.00	2,000.00	331.79	54.00	0.00	1,668.21	16.6
940.000 EQUIPMENT RENTAL	18,500.00	18,500.00	28,271.93	2,274.49	0.00	-9,771.93	152.8
999.397 TRANSFER TO ISLAND DEBT FUND	18,750.00	18,750.00	18,750.00	0.00	0.00	0.00	100.0
PARKS AND BUILDINGS	95,544.00	102,744.00	102,230.53	3,767.97	1,570.68	-1,057.21	101.0
Expenditures	210,055.00	217,255.00	158,300.48	4,444.35	1,570.68	57,383.84	73.6

REVENUE/EXPENDITURE REPORT

City of Grand Ledge

For the Period: 7/1/2014 to 2/28/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal%	Bud
Net Effect for PARKS & RECREATION FUND Change in Fund	35.00	-7,165.00	8,149.64 8,149.64	-2,017.46	1,570.68	-13,743.96	-91.8
Grand Total Net	35.00	-7,165.00	8,149.64	-2,017.46	1,570.68	-13,743.96	



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

March 12, 2015

Adam R. Smith, Administrator
City of Grand Ledge
310 Greenwood St.
Grand Ledge, MI 48837

RE: RAP

Dear Mr. Smith,

I am pleased to inform you that the RAP application for your Bleacher Replacement/Improvement project was approved. The Committee authorized 50% funding up to a maximum of \$5,000 per location for your project.

RAP funds are issued on a reimbursement basis. Payment will be based upon confirmation from the City of Grand Ledge of their payment of the project in full. **Please send proof of payment along with invoice copies or other documentation of the expenditure.** Such documentation is needed in order to verify that the grant allotted is being used for the project described in your application.

Payment of RAP funds is contingent upon the City of Grand Ledge remaining a Member of MMRMA and in compliance with the Joint Powers Agreement. Your reimbursement is valid for six months from the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Cara Kowal", written in a cursive style.

Cara Kowal, ARM, CPCU
Manager of Risk Management Services

CK/sp

cc: Timothy McClorey, MMRMA

Please answer the following questions:

1. Please check all of the following that apply to your community:

Bike lanes Paved shoulders Marked shared lanes (sharrow) Shared use path

Other _____

2. If you checked bike lanes, paved shoulders or sharrows, approximately how many miles of facilities do you have? 2.7 miles (and 2.3 miles of shared use path as well as 54 miles of sidewalk)

3. Please answer the following questions (you may use one additional page if necessary) :

- a) Why would your community benefit from a "Training Wheels" course?

The City of Grand Ledge places a high priority on placemaking. We recognizes the value complete streets plays in the continual development of "sense of place" in our community. As a result of the course, we would expect that the City of Grand Ledge will better understand the why, where, and how to add on-road bike facilities to support our on-going placemaking efforts.

- b) Who would participate?

City of Grand Ledge elected and appointed Officials, including but not limited to City Council, Parks and Recreation Commission, and Downtown Development Authority Board. City Staff, including but not limited to Administration, Police Department, and Department of Public Services.

Community partners and interested individuals, including but not limited to representatives from the School, Chamber, and general public.

Regional local government representatives from neighboring cities, villages, townships, and county government.

- c) What outcomes would make it a successful event?

Simply stated, "participation" itself. Awareness and education of why, where, and how to add on-road bike facilities is an important step in enhancing quality of life efforts for our residents and visitors.

- d) If your community has previously been host to a Training Wheels event, please specify why or where an additional training in your community is necessary.

N/A

Please submit any documents that support bicycling in your community (nonmotorized plans, projects, etc.) along with this application. If information is available on your website, please provide the address here, rather than send a paper copy.

Thank you for your interest in the 2015 Training Wheels Program!

FY 2014-15 SUPPLEMENTAL APPROPRIATIONS
Capital Outlay - Michigan Natural Resources Trust Fund
Summary: As Enacted
House Bill 4078 (Public Act 7 of 2015)



HFA Director: Mary Ann Cleary
 Capital Outlay Analyst: Ben Gielczyk
 Austin Scott

Budget Area	MNRTF Board*		House		Senate	
	Gross	GF/GP	Gross	GF/GP	Gross	GF/GP
Capital Outlay - MNRTF	\$24,729,500	\$0	\$24,729,500	\$0	\$24,729,500	\$0
TOTAL	\$24,729,500	\$0	\$24,729,500	\$0	\$24,729,500	\$0

*Reflects recommendations from the MNRTF Board adopted on December 3, 2014.

OVERVIEW

The Michigan Natural Resources Trust Fund (MNRTF) Board recommendations for MNRTF acquisition and development projects totals \$24,729,500. These projects would be funded with state restricted revenue from the Michigan Natural Resources Trust Fund.

FY 2014-15 Appropriation Items:

CAPITAL OUTLAY

1. Michigan Natural Resources Trust Fund

Includes \$24.7 million for 25 land acquisition projects (\$18.2 million) and 44 land development projects (\$6.5 million) supported with revenues from the Michigan Natural Resources Trust Fund (MNRTF) pursuant to Article IX, Section 35 of the Michigan Constitution and Natural Resources and Environmental Protection Act. Matching funds total \$9.8 million resulting in total project costs of \$34.5 million.

	<u>Executive</u>	<u>House</u>	<u>Senate</u>
Gross	\$24,729,500	\$24,729,500	\$24,729,500
Restricted	24,729,500	24,729,500	24,729,500

The MNRTF provides financial assistance to local units of government and to the Department of Natural Resources for the public acquisition of lands for resource protection and public outdoor recreation. Applications for assistance from the MNRTF are accepted annually and recommendations are made by the MNRTF Board and submitted to the legislature for approval and appropriation of funds.

Since reaching the \$500.0 million cap in 2011, the MNRTF is no longer eligible to receive annual revenues from bonuses, rentals, delayed rentals, and royalties. Annual expenditures from the MNRTF are limited to interest and investment earnings of the principal, and funding carried forward from previous years.

The Michigan Constitution requires that not less than 25% of the total amount made available for expenditure from the MNRTF shall be expended for acquisition of land and rights in land and not more than 25% of the total amounts made available for expenditure shall be expended for development of public recreation facilities. (1/20/15 SBO letter) **(SEE TABLE BELOW FOR DESCRIPTION OF INDIVIDUAL PROJECTS)**

FY 2014-15 Boilerplate Items:

1. MNRTF Grant Agreements

Requires local units of government to enter into agreements with the Department for the purpose of administering grant funding and specifies provisions which are required to be included in the agreements. (1/20/15 SBO letter)

	<u>Executive</u>	<u>House</u>	<u>Senate</u>
Included		Sec. 301	Sec. 301

FY 2014-15 NATURAL RESOURCES TRUST FUND LAND ACQUISITION PROJECTS

Priority	Project	Proposed Owner	County Location	Total Cost	Match	Trust Fund
15.	Showcase Trail Critical Gaps. Acquisition of critical ownership or easement gaps necessary to carry forward the vision of the Governor's Showcase Trail. Governor Snyder outlined the vision for a Showcase Trail Initiative in his "Energy and Environment" speech in November 2012. The 1,000-mile hiking and bicycling trail from Belle Isle to Ironwood is being developed jointly by local units of government and the DNR, with active participation from MDOT, MEDC, and MDARD, along with the National Park Service - North Country National Scenic Trail and the North Country Trail Association. The strategic approach is to leverage the many good trail projects that are happening right now across the state. This grant will identify and acquire critical trail gaps in the system and help to accelerate implementation of this 1,000-mile trail. The Showcase Trail is already on the national radar of the Rails-to-Trails Conservancy, the National Park Service, North Country Trail Association, and American Trails; DNR staff is collaborating with them on the Showcase Trail implementation.	DNR – Parks and Recreation Division	Wayne	2,000,000	0	2,000,000
16.	JC Park Boat Launch Expansion. Acquisition of a riverside residential dwelling on a 0.92-acre lot adjacent to the Grand Ledge boat launch project (TF11-041) is needed in order to adequately design the boat launch facility parking. The acquisition will also provide for the expansion of JC Park and enhance a connector trail for the existing riverwalk and new non-motorized trail facility ending on E. River Street. The added lands will also provide approximately 270 additional feet of Grand River frontage for public fishing, wildlife viewing, recreation, urban trail connection, and education.	City of Grand Ledge	Eaton	200,000	50,000	150,000



UNIFORM BUY AND SELL AGREEMENT

1. **BUYER'S OFFER:** City of Grand Ledge, the Buyer(s), offer to buy THE FOLLOWING PROPERTY, located in the City of Grand Ledge, County of Eaton, Michigan, commonly known as: 605 W. Front Street

Legally described as: (See legal description attached as Exhibit "A"). Including oil, gas, and mineral rights, if any, subject to any existing building and use restrictions, zoning ordinances and easements, if any, for the sum of Forty-eight thousand and 00/100 Dollars (\$ 48,000).

2. **THE TERMS OF THE PURCHASE SHALL BE** as indicated by "X" below. Payment of such money shall be made in cash, certified check or bank money order.

CASH: The full purchase price upon execution and delivery of Warranty Deed.
 OTHER: _____

3. **SURVEY REPORT:** Certified Boundary Survey ___/Mortgage Inspection Survey___ to be provided and paid for by: Buyer, Seller, Not Requested

4. **OCCUPANCY:** Seller will give occupancy as follows: Immediately after closing. Buyer shall assume all risk of loss or damage not caused by acts of Seller from date of closing.

Only Sellers shall occupy the property.

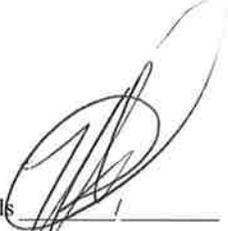


5. **FOR VALUABLE CONSIDERATION**, Buyer gives written acceptance of this offer and agrees that this offer, when signed, will constitute a binding agreement between the Buyer and Seller and herewith deposits with Seller _____ and 00/100 Dollars (\$ _____) evidencing Buyer's good faith, said deposit will be held by Seller, and to be applied as part of the purchase price. If this offer is not accepted or title is not marketable or insurable, or if any contingency specified herein cannot be met, within time limits specified, this deposit shall be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his/her/their legal or equitable remedies hereunder against Buyer, and in case of the Seller's default by refusal to perform, the Buyer may pursue his/her/their legal or equitable remedies against the Seller.

6. **THE BUYER ACKNOWLEDGES THE FOLLOWING:**

- A. **ATTORNEY RECOMMENDED:** Buyer acknowledges that the Seller has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
- B. That the Seller has recommended that the Buyer obtain a mortgage inspection survey and certified boundary line survey and in the absence of same Buyer accepts the boundary lines as represented by the Seller.
- C. **BUYER ACKNOWLEDGES THAT SELLER RECOMMENDS THAT BUYER OBTAIN AN INSPECTION TO INCLUDE, BUT NOT LIMITED TO, ALL ELECTRICAL, PLUMBING, STRUCTURAL AND MECHANICAL COMPONENTS AND ANY OTHER PERTINENT INSPECTIONS. IF THE BUYER DESIRES ANY, HE SHALL OBTAIN AND PAY COSTS OF: SOIL BORING, USE PERMITS, EASEMENTS OR HEALTH DEPARTMENT APPROVAL FOR ON SITE SEPTIC SYSTEM. BUYER IS AWARE THAT BECAUSE OF POTENTIAL CONDITIONS INVOLVING WETLANDS, OR CRITICAL DUNES, IT IS POSSIBLE THAT FEDERAL, STATE OR LOCAL GOVERNMENTAL APPROVAL MAY BE REQUIRED BEFORE EXCAVATION OR CONSTRUCTION COMMENCES UNLESS OTHERWISE SPECIFIED.**
- D. The Seller does not warrant the condition of any fixtures, equipment or personal property being purchased by the Buyer from Seller (this includes the well (water supply) and sewer/septic system) and expressly disclaims any warranties conveying same.

Buyer(s) initials KS

Seller(s) initials 

UNIFORM BUY AND SELL AGREEMENT

- E. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND IF IT AGREES TO PURCHASE THE PROPERTY AND TO ACCEPT SAME IN ITS PRESENT CONDITION, *i.e.* "AS IS", EXCEPT AS MAY OTHERWISE BE SPECIFIED HEREIN AND AGREES THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS.
- F. BUYER'S RECEIPT: Buyer has received a copy of this Agreement.

7. **THE SELLER ACKNOWLEDGES THE FOLLOWING:**

- A. SELLER shall be responsible for fire and extended coverage of insurance until sale is closed.
- B. SELLER shall provide Buyer an Owner's Policy of title insurance showing marketable title in the amount of purchase price.
- C. SELLER'S RECEIPT: Seller has received a copy of this Agreement.

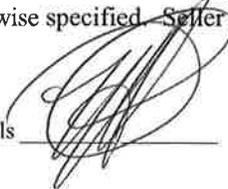
8. **BOTH BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:**

- A. Seller shall pay all sums required to fully satisfy outstanding property taxes attributable to any year(s) prior to the year of closing. Taxes billed or to be billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first of the year to the closing date and Purchaser shall be charged with taxes for the balance of the year. If official bills for taxes prorated hereunder are not yet issued, proration shall be on the basis of tax bills for the previous year (or latest millage rate multiplied by the latest SEV, whichever is more accurate). Taxes shall be deemed to be paid in advance and to cover the calendar year in which the taxes are billed.
- B. **PRORATION:** Assessments, condominium association fees, private road maintenance fees, other related association fees, insurance if assigned, interest on any existing land contracts, mortgages or other liens assumed by the Buyer shall be prorated to the date of closing of the sale.
- C. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, including now in or on the property, the following: TV antenna and complete rotor equipment; carpet; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; all plantings; fence(s); all cabinets which are or give the appearance of permanent attachment to the premises.
- D. ALL DISBURSEMENTS SHALL be at time of closing in accordance with the closing statement as signed by all parties to this transaction.
- E. This Agreement constitutes the entire agreement between Buyer and Seller and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Buyer and Seller, or by virtue of the contract between Buyer and Seller.
- F. TIME is of the essence in this Agreement.
- G. If TWO or MORE persons execute this Agreement as Buyer or Seller, their obligations hereunder shall be joint and several.
- H. IF THE CLOSING OF THE SALE is delayed by reasons of title defects which can be readily corrected, or if the terms or purchase is a new mortgage and the lender has issued a written commitment prior to the date of closing but is delayed in consummating the security transaction, an extension of thirty (30) days shall be allowed for closing, unless otherwise agreed to in writing between Buyer and Seller.
- I. IF THE SALE isn't closed according to the terms, the Seller shall notify Buyer of Seller's intended disposition of earnest deposit, and, unless Seller is notified of a court action pending concerning the sale of such real property or disposition of earnest money within ten (10) days, all parties shall be deemed to have agreed to the disposition of the earnest money deposit.
- J. If water bills, sewer bills, and/or both are assessed, both parties agree the final meter reading will be made at the closing, prorated to the agreed upon possession date, and an estimate of Seller's portion will be held in escrow by Seller to pay these assessments.
- K. Both parties agree that the Seller is to be reimbursed for fuel oil, LP gas or wood (if remaining) and will be prorated to date of possession if not otherwise specified. Seller will pay any service charges if required to determine remaining fuel levels.

Buyer(s) initials _____

KS

Seller(s) initials _____



UNIFORM BUY AND SELL AGREEMENT

16. **SELLER'S SIGNATURE(S):**

Harold Terry Hanks — 1-23-15
Print Name: (first) (middle) (last) Date
[Signature] 5176274057 5176274057
Signature Home Phone # Work Phone # Fax #
Print Name: (first) (middle) (last) Date

1241 E. Bunker Hanks, Edmore, Mich.
Signature Home Phone # Work Phone # Fax #
Seller's Address

Print Salesperson's Name Office Phone #

19. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES.** Buyer has received Seller's acceptance of this agreement. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature _____ Date _____
Signature _____ Date _____

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Buyer(s) initials HS

Seller(s) initials [Signature]

UNIFORM BUY AND SELL AGREEMENT

Page 5 of 5

EXHIBIT "A"

INSERT LEGAL DESCRIPTION

Lot 296 EXCEPT NE 181.5 FT. WITH RIGHTS OF INGRESS & EGRESS. SUPERVISORS PLAT NO. 5 CITY OF GRAND LEDGE 1983

Buyer(s) initials KS

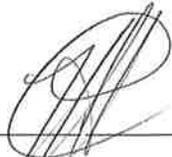
Seller(s) initials 

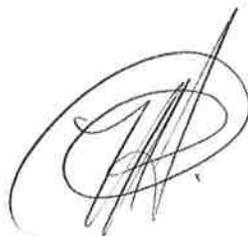
EXHIBIT B

(1) Charitable Donation. The Seller believes that the fair market value of the real property is _____ and 00/100 Dollars (\$_____). At closing, the Purchaser shall execute an IRS Form No. 8283 which shall contain the amount stated above as fair market value. The Seller agrees that it is responsible for substantiating the fair market value of the real property, which substantiation may require an appraisal, at the Seller's expense, of the Seller's property. The Purchaser shall not be required to take any action to verify the Seller's claim for fair market value of the real property. If the Purchaser sells, exchanges or otherwise disposes of the real property or any portion thereof within three (3) years after the date of receipt, it will file an IRS Form No. 8282 with the Internal Revenue Service and provide the Seller with a copy of that form.

(2) Recognition Plaque. In partial consideration of the transfer of the real property, the Purchaser agrees to allow the Seller to place, at his cost, a surface-based recognition plaque on the real property. The recognition plaque shall not be more than twelve (12) inches above the surface of the real property. Prior to placement of the recognition plaque, the Seller and the Purchaser will mutually agree, in writing, on the location, inscription, detail and aesthetics of the recognition plaque.

(3) Purchase Price. The initial purchase price of the property shall be Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) which shall be paid in certified funds or wire transfer to the Seller at closing. The sale of the property is contingent upon the Purchaser receiving a grant from the Michigan National Resources Trust Fund ("MNRFT Grant"). The Purchaser shall have three (3) years from the effective date of the Purchase Agreement to obtain the MNRFT Grant and purchase the real property. Beginning one (1) year from the anniversary date of the effective date of this Agreement, the purchase price shall increase three percent (3%) to Forty-Nine Thousand Four Hundred Forty and 00/100 Dollars (\$49,440.00); on the second anniversary of the effective date of this Agreement, the purchase price shall increase another three percent (3%) to Fifty Thousand Nine Hundred Twenty-Three and 20/100 Dollars (\$50,923.20); and, on the third anniversary of the effective date of this Agreement, the purchase price shall increase another three percent (3%) to Fifty-Two Thousand Four-Hundred Fifty and 90/100 Dollars (\$52,450.90).

KS

A handwritten signature in black ink, appearing to be a stylized monogram or initials, possibly 'AP' or similar, with a large loop and a vertical stroke.

Service	Resident	Non-Resident
Sewer Separation	\$2,000.00 per residential equivalent	\$2,000.00 per residential equivalent
Sanitary Sewer Capital Investment	none	\$4,260.00 per residential equivalent
Late Payment Penalty	Charge for payments of water/sewer bills which are received at the front counter at City Hall after the due date printed on the billing is calculated at 10% of the unpaid balance.	
Deposit for rental or for services terminated for non-payment	\$100.00	\$100.00
Deposit for Commercial Customers	\$250.00 multiplied by the flow ratio set forth in City Code §214-9a(2) or \$1,500.00 whichever is less.	
Turn-on Charge (Charged for resumption of water service if service is interrupted for non-payment of water/sewer bill)		
Regular Hours	\$50.00	\$50.00
All Other Hours	\$100.00	\$100.00
Seasonal Turn Off	\$10.00	\$10.00
Seasonal Turn On	\$10.00	\$10.00
High Usage Investigation (To determine the cause of high water usage.)		
Conducted by City personnel at customer request	\$25.00 per visit	\$25.00 per visit
Meter Check (Conducted by City personnel at customer request.)		
Meter found to be in error	none	none
Meter not found to be in error	\$50.00	\$50.00
Un-metered Bulk Water	\$9.98 per 1,000 gallons	
Un-metered Sewage	Disposal at wastewater treatment plant only. Septage, liquid waste haulers are not allowed except by prior approval of the Utilities Supervisor. Rate to be based upon B.O.D. concentration of waste.	

JULY 1, 2014 - JUNE 30, 2015

Parks and Recreation Facilities

The Farmers Market, Relay for Life, Victorian Days, and Yankee Doodle Days are exempt from parks facilities rental fees. All other non-profit organizations and events pay listed non-profit parks facilities rental fees. The City may charge additional fees for other services not listed. Full day rentals are from 8:00 a.m. to 10:00 p.m. Half day rentals are from 8:00 a.m. to 3:00 p.m. or 3:00 p.m. to 10:00 p.m. All facility rentals require a refundable \$100.00 damage/clean up deposit. All facility rentals are for non-commercial use only.

Fitzgerald Ball Field

Pony Colt League per Year \$250.00 + lighting costs

Island Park (All rentals requiring electricity pay a \$50.00 electricity charge.)

Half Day	\$250.00	\$650.00
Full Day	\$450.00	\$850.00
Non-Profit Half Day	\$125.00	\$325.00
Non-Profit Full Day	\$225.00	\$425.00
Revenue Generating Non-Profit	\$150.00/event	\$250.00/event

Island Park Boat Dock

J & K Steamboat - per Year \$1,000.00

Island Park Gazebo or Dock

Half Day	\$80.00	\$150.00
Full Day	\$120.00	\$250.00
Non-Profit Half Day	\$40.00	\$75.00
Non-Profit Full Day	\$60.00	\$125.00

City Hall Gymnasium, Community Rooms, Meeting Rooms

Per Hour Rate	\$15.00	\$30.00
Non-Profit Per Hour Rate	\$5.00	\$10.00

Jaycee Park Pavilion

Half Day	\$50.00	\$100.00
Full Day	\$80.00	\$150.00
Non-Profit Half Day	\$25.00	\$50.00
Non-Profit Full Day	\$40.00	\$75.00

Service

Resident

Non-Resident

Parks and Recreation cont.

Facilities

Bridge Street Plaza		
Half Day	\$80.00	\$150.00
Full Day	\$150.00	\$250.00
Non-Profit Half Day	\$40.00	\$75.00
Non-Profit Full Day	\$75.00	\$125.00
Scout Building (Grand Ledge Scouts and Seniors exempt from fees) or Ledges Playhouse		
Half Day	\$150.00	\$250.00
Full Day	\$250.00	\$350.00
Non-Profit Less than 4 Hours	\$25.00	\$25.00
Non-Profit 4 to 8 Hours	\$50.00	\$50.00
Non-Profit More than 8 Hours	\$75.00	\$75.00

Recreation Programs

Participants registering for the baseball program who are chosen for Bronco and Mustang tournament teams will be refunded their registration fee. The City will not refund any other registration fee, in whole or in part.

Archery (Beginning)	\$40.00	\$50.00
Arts & Crafts	\$60.00	\$70.00
Baseball	\$40.00	\$50.00
Basketball (all seasons)	\$40.00	\$50.00
Co-ed Flag Football	\$40.00	\$50.00
Golf	\$50.00	\$60.00
Grand Adventure Race - on or before 31 August 2013		
Individual	\$65.00	\$65.00
Relays	\$120.00	\$120.00
Grand Adventure Race - after 31 August		
Individual	\$80.00	\$80.00
Relays	\$135.00	\$135.00
Grand Adventure Race - Kayak rental	\$20.00	\$20.00
Gymnastics	\$40.00	\$50.00
Hunter Safety	\$5.00	\$5.00
Plates	\$80.00	\$90.00
SCUBA	\$210.00	\$210.00
Self Defense for Women	\$20.00	\$30.00
Softball	\$40.00	\$50.00
Swimming		
7-class discount	-\$5.00	-\$5.00
Diving	\$43.00	\$53.00
Family Drop-in	\$9.00	\$9.00
Family Ticket Pack (10 tickets)	\$70.00	\$70.00
Individual Drop-in	\$3.00	\$3.00
Individual Ticket Pack (10 tickets)	\$25.00	\$25.00
Parent/Tot	\$27.00	\$37.00
Pre Level I	\$43.00	\$53.00
Private Lesson (½ hour)	\$16.00	\$18.00
Private Lesson (¾ hour)	\$18.00	\$20.00
Swim Lessons	\$35.00	\$45.00
Water Exercise Drop-in	\$4.00	\$4.00
Water Exercise Six-week Pass	\$35.00	\$45.00
Track	\$40.00	\$50.00
Track (one meet only)	\$5.00	\$5.00
Track (championship meet only)	\$10.00	\$10.00
ZUMBA		
Individual class (12+ years old)	\$6.00	\$7.00
10 classes (12+ years old)	\$60.00	\$70.00
Under 12 years old (with paid participant)	\$1.00	\$1.00

Zoning

Appeal of Zoning Administrator	\$160.00	n/a
Fence Permit	\$25.00	n/a
Interpretation of Zoning Ordinance	\$160.00	n/a