

**PARKS AND RECREATION COMMISSION  
APRIL 23, 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

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Christine Richardson-Beagle,  
Secretary

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David Smith  
Chairman

REVENUE/EXPENDITURE REPORT

City of Grand Ledge

For the Period: 7/1/2014 to 3/31/2015

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	144,385.48	5,635.18	0.00	-385.48	100.3	
403.001 PRIOR YR PROP TAX ADJUSTMENTS	0.00	0.00	-420.56	0.00	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	0.00	0.00	200.00	0.0	
628.001 INSURANCE DIVIDENDS	0.00	0.00	135.79	0.00	0.00	-135.79	0.0	
665.001 INTEREST	50.00	50.00	132.40	29.22	0.00	-82.40	264.8	

ADMINISTRATION	144,650.00	144,650.00	144,365.30	5,664.40	0.00	284.70	99.8
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Dept: 750.801 RECREATION

601.001 FEES	50,940.00	50,940.00	15,063.55	2,024.58	0.00	35,876.45	29.6
602.002 GRAND ADVENTURE RACE	9,000.00	9,000.00	10,766.47	138.72	0.00	-1,766.47	119.6

RECREATION	59,940.00	59,940.00	25,830.02	2,163.30	0.00	34,109.98	43.1
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Dept: 750.902 PARKS AND BUILDINGS

667.000 RENTALS	5,500.00	5,500.00	5,587.50	1,505.00	0.00	-87.50	101.6
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PARKS AND BUILDINGS	5,500.00	5,500.00	5,587.50	1,505.00	0.00	-87.50	101.6
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Revenues	210,090.00	210,090.00	175,782.82	9,332.70	0.00	34,307.18	83.7
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Expenditures

Dept: 750.752 ADMINISTRATION

703.000 SALARIES/WAGES	8,707.00	8,707.00	6,077.35	664.62	0.00	2,629.65	69.8
719.000 FRINGE BENEFITS	4,119.00	4,119.00	2,713.41	774.30	0.00	1,405.59	65.9
840.000 INSURANCE	1,500.00	1,500.00	1,571.51	830.49	0.00	-71.51	104.8
933.000 IT	2,500.00	2,500.00	2,575.00	2,575.00	0.00	-75.00	103.0
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	30,146.27	4,844.41	0.00	3,888.73	88.6
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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	2,422.29	76.96	0.00	5,077.71	32.3
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	206.84	6.01	0.00	293.16	41.4
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	30,851.06	82.97	0.00	49,624.94	38.3
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Dept: 750.902 PARKS AND BUILDINGS

703.000 SALARIES/WAGES	15,700.00	15,700.00	11,820.25	1,160.97	0.00	3,879.75	75.3
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	5,452.64	1,017.69	0.00	2,091.36	72.3
741.000 OPERATING SUPPLIES	1,000.00	1,000.00	319.79	159.81	0.00	680.21	32.0
776.000 MAINTENANCE SUPPLIES	17,000.00	24,200.00	32,484.84	163.45	1,570.68	-9,855.52	140.7
803.000 TRASH REMOVAL	1,000.00	1,000.00	415.59	36.12	0.00	584.41	41.6
811.000 CONTRACTUAL	6,000.00	6,000.00	2,745.00	156.00	0.00	3,255.00	45.8
853.000 TELEPHONE/INTERNET	300.00	300.00	190.38	24.07	0.00	109.62	63.5
921.000 UTILITIES	7,500.00	7,500.00	5,914.80	1,784.39	0.00	1,585.20	78.9
931.000 BUILDING MAINTENANCE	2,000.00	2,000.00	590.58	258.79	0.00	1,409.42	29.5
940.000 EQUIPMENT RENTAL	18,500.00	18,500.00	29,278.64	1,006.71	0.00	-10,778.64	158.3
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	107,998.53	5,768.00	1,570.68	-6,825.21	106.6
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Expenditures	210,055.00	217,255.00	168,995.86	10,695.38	1,570.68	46,688.46	78.5
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REVENUE/EXPENDITURE REPORT

City of Grand Ledge

For the Period: 7/1/2014 to 3/31/2015	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	6,786.96 6,786.96	-1,362.68	1,570.68	-12,381.28	-72.8
Grand Total Net	35.00	-7,165.00	6,786.96	-1,362.68	1,570.68	-12,381.28	

**RISK**

**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

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,



Cara Kowal, ARM, CPCU  
Manager of Risk Management Services

CK/sp

cc: Timothy McClorey, MMRMA



**DATE:** April 13, 2015  
**TO:** Grand Ledge City Council  
**FROM:** Larry LaHaie, Public Service Director  
**RE:** Fitzgerald Field Concrete Bids.

Sealed bids were opened on Monday, April 13, 2015 for construction of concrete steps and sidewalk at Fitzgerald Field. The work was advertised by notifying local concrete contractors directly of the request for bids and providing specifications.

Two bids were received from the following contractors in the amounts as specified:

Contractor Name	Contractor Address	Total Bid Amount
D.L. Barron Concrete Inc.	Grand Ledge, MI	\$8,920.00
Able Concrete	Lansing, MI	\$13,800.00

The bids have been evaluated and were found to be in conformance with the specifications. D.L. Barron Concrete of Grand Ledge submitted the lowest bid in the amount of \$8,920.00 and is available to complete the work early this spring. Fifty percent of the cost will be funded through a RAP grant through the Michigan Municipal Risk Management Authority.



DATE: April 6, 2015

TO: Concrete contractors.

FROM: City of Grand Ledge  
Public Service Dept.

D.L. BARRON CONCRETE INC  
622 W MAIN ST GRAND LEDGE  
MI 48837

RE: Request for Concrete Bids

The City of Grand Ledge will be accepting sealed bids for concrete steps and sidewalk at Fitzgerald Field. The work is to be done at the bleacher section near Bridge St.

Work shall include and be completed to the specifications as outlined below:

1. A pedestrian sidewalk to be poured 4" in depth and 5' wide approximately 83' in length. Beginning at the end of the steps coming down from bridge St. and extending to along the top side of bleachers to the existing steps on North side of bleachers.
2. Contractor to be responsible for setting-up and maintaining traffic control, including signs designating area closure.
3. Area of walk between bleachers and steps from bridge St. will require a Thickened edge retaining wall be poured to maintain walk at existing grade.
4. 10 steps 4" thick and 5' wide are to be installed on South end of bleachers. Steps are to match set already in place on north side of bleachers.
5. All demolition, site work, grading, and seed restoration to be included in bid.
6. All concrete areas to have min 6" sand base compacted to min 95%
7. Concrete must be warranted by the contractor for a minimum of one year against cracking, chipping, and heaving.
8. The successful bidder must provide proof of liability insurance in an amount not

less than \$1,000,000. The certificate of insurance must identify the City of Grand Ledge as an additional insured party and be provided before the start of work.

Item #	Description	Unit	Estimated Quantity	Bid Price
1	Signage/Barricading	LS	1	\$ 700 <sup>00</sup>
2	Steps	LS	1	\$ 4360 <sup>00</sup>
3	Pedestrian Walk	LS	1	\$ 4360 <sup>00</sup>
4	Total			\$ 8920 <sup>00</sup>

Any questions regarding this work should be directed to Larry LaHaie, Public Service Director or Chad Brunton, Street Supervisor, at 517-627-2144.

Bidders should submit a sealed bid marked "BID FOR FITZGERALD FIELD CONCRETE" clearly on the envelope by 1:00 PM on Monday, April 13, 2015. The award will be made on the basis of the total cost. All bids should be submitted to the attention of:

Mr. Gregory Neumann, City Clerk  
Grand Ledge City Hall  
200 East Jefferson St.  
Grand Ledge, MI 48837

The award of the successful bid will be at the April 13, 2015 meeting of the Grand Ledge City Council. The City of Grand Ledge reserves the right to accept any bid, to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner deemed in the best interest of the City.

D.L. BARRON CONCRETE INC  
622 W MAIN ST GRAND LEDGE  
MI 48837



**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.

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**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
<b>TOTAL</b>	<b>\$24,729,500</b>	<b>\$0</b>	<b>\$24,729,500</b>	<b>\$0</b>	<b>\$24,729,500</b>	<b>\$0</b>

\*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>
<b>Gross</b>	<b>\$24,729,500</b>	<b>\$24,729,500</b>	<b>\$24,729,500</b>
<b>Restricted</b>	<b>24,729,500</b>	<b>24,729,500</b>	<b>24,729,500</b>

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>
<b>Included</b>		<b>Sec. 301</b>	<b>Sec. 301</b>

**FY 2014-15 NATURAL RESOURCES TRUST FUND LAND ACQUISITION PROJECTS**

<b>Priority</b>	<b>Project</b>	<b>Proposed Owner</b>	<b>County Location</b>	<b>Total Cost</b>	<b>Match</b>	<b>Trust Fund</b>
15.	<b>Showcase Trail Critical Gaps.</b> 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.	<b>JC Park Boat Launch Expansion.</b> 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.

 **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 \_\_\_\_\_

JKS

Seller(s) initials \_\_\_\_\_



## UNIFORM BUY AND SELL AGREEMENT

Page 2 of 4

- 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.

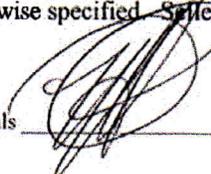
8. **BOTH BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:**

- 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 \_\_\_\_\_

1 KS

Seller(s) initials \_\_\_\_\_



**UNIFORM BUY AND SELL AGREEMENT**

L. TITLE COMPANY CLOSING FEE TO BE SHARED EQUALLY BY BUYER/SELLER.

9. **SELLER PAYS COSTS OF:**

Transfer Fee on Deed; all costs required and necessary to clear title; accumulated interest on any existing indebtedness; Owner's Title Insurance Policy; preparation of Deed, Land Contract, Bill of Sale and/or other documents necessary to convey clear title, if required. Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

10. **BUYER PAYS COSTS OF:**

Transfer Fee on Mortgage Assumption; preparation of Mortgage Note, any other security instruments, except Land Contract; Mortgage Inspection Survey Report, if required; recording of Deed and/or security instruments; Attorney's Opinion and/or service on behalf of the Buyer; Mortgage closing cost as required by mortgages including appraisal and closing fees (except VA); well and septic tank, termite, plumbing, heating, wiring and structural inspections if required by F.H.A., V.A., or other mortgage commitments; Credit Report; Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

Any personal items not listed above are not included in the sale, even if previously listed as part of the listing agreement.

11. **SPECIAL CONDITIONS OF THE SALE (if any):** \_\_\_\_\_

*Exhibit B Attached*

12. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, personal representatives and assigns of the parties hereto, and the buyer may assign his rights under this agreement, without restriction, in instances where the Seller receives cash in full payment of purchase price at the close of sale.

13. **BUYER SIGNATURE:**

*Kalvin Smith*  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: *26 January 2015*

14. **DEPOSIT RECEIPT:** The Seller has received from Buyer the deposit in the form of a check.

15. **SELLER'S ACCEPTANCE:** The above agreement is hereby accepted.

Buyer(s) initials IKS

Seller(s) initials 

**UNIFORM BUY AND SELL AGREEMENT**

Page 4 of 5

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

*Harold Terry Wanks* — *1-23-15*  
Print Name: (first) (middle) (last) Date

*[Signature]* *5176648512* *5176724051*  
Signature Home Phone # Work Phone # Fax #

Print Name: (first) (middle) (last) Date

Signature Home Phone # Work Phone # Fax #

*1241 E Dunbar Sparks, Edna, La, Mich.*  
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

w:\wdsystem\wddocs\cliedoc\2078\1\01067905.doc

Buyer(s) initials RS

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

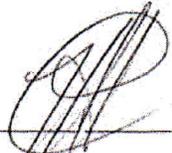
Seller(s) initials 

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, consisting of a large, stylized initial 'P' followed by a surname that is partially obscured by a diagonal line.

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~~

*- Music in Park  
- Movies in Park*

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 . . . . .	<del>\$15.00</del> <sup>20</sup>	<del>\$30.00</del> <sup>40</sup>
Non-Profit Per Hour Rate . . . . .	<del>\$5.00</del> <sup>15</sup>	<del>\$10.00</del> <sup>30</sup>

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.

<del>Archery (Beginning)</del> .....	\$40.00	\$50.00
<del>Arts &amp; Crafts</del> .....	\$60.00	\$70.00
Baseball .....	\$40.00	\$50.00
<del>Basketball (all seasons)</del> .....	\$40.00	\$50.00
Co-ed Flag Football .....	\$40.00	\$50.00
<del>Golf</del> .....	\$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 .....	<del>\$40.00</del> 60	<del>\$50.00</del> 70
<del>Hunter Safety</del> .....	\$5.00	\$5.00
<del>Pilates</del> .....	\$80.00	\$90.00
<del>SCUBA</del> .....	\$210.00	\$210.00
<del>Self Defense for Women</del> .....	\$20.00	\$30.00
Softball .....	\$40.00	\$50.00
<del>Swimming</del>		
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
<del>ZUMBA</del>		
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