



CITY OF IONIA
CITY COUNCIL REGULAR MEETING MINUTES
MARCH 7, 2017
CITY HALL COUNCIL CHAMBER

CALL TO ORDER

Mayor Daniel Balice called the regular meeting of the City Council to order at 7:00 PM and led with the Pledge of Allegiance.

ROLL CALL

Roll call revealed Councilmembers John Milewski, Jeff Winters, Gordon Kelley, Ted Paton, Kim Patrick, Tom Millard, Paul Lentz, Janice Gustafson and Mayor Daniel Balice present.

PUBLIC HEARING

Mayor Balice opened the Public Hearing to receive comments on proposed Ordinance No. 529 regarding Odd/Even Parking and proposed Ordinance No. 530 regarding the Environmental Clean-Up Millage, and to receive comments on a proposed grant application to the Michigan Department of Natural Resources' Recreation Passport Program for improvements to Harper Park.

PUBLIC COMMENTS

Jessica Wilkinson from the Ionia Ministerial Association addressed the Council in regards to the possibility of homeless shelters in the downtown Ionia area.

APPROVAL OF MINUTES

It was moved by Councilmember Patrick, seconded by Councilmember Millard to approve the February 7, 2017 regular meeting minutes.

Roll Call Vote: Ayes: Milewski, Winters, Kelley, Paton, Patrick, Millard, Gustafson, Lentz
 and Balice.
 Nays: None
 MOTION CARRIED

OLD BUSINESS

Approve – Second Reading and Adoption – Ordinance No. 529 – Odd/Even Parking

The City Manager reported that Council first reviewed this proposed ordinance at the February meeting at which the Public Hearing was scheduled for earlier in this meeting. Recent discussions between the Public Works and Public Safety Departments resulted in a recommendation that both the months during which the regulations are in place as well as the hours that the regulations are enforced should be changed. The recommendation to change the months during which the regulations are in force is due to the fact that seldom do we receive heavy snows during the months of November or April. If approved, the ordinance will become effective effect April 1, 2017.

It was moved by Councilmember Milewski, seconded by Councilmember Winters to remove from the table the matter of Ordinance No. 530 and permit the record of the March 7, 2017 regular meeting to reflect the second reading and adoption of Ordinance No. 530 which amends Ordinance No. 496 regarding the Environmental Response Millage with Ordinance No. 530 effective upon publication in the March 11, 2017 edition of the *Sentinel-Standard Weekender*.

Ordinance No. 530

AN ORDINANCE TO AMEND ORDINANCE NO. 496 WHICH IS AN ORDINANCE TO AUTHORIZE A MAXIMUM TAX LEVY FOR ENVIRONMENTAL CLEANUP COSTS, ESTABLISH AN ANNUAL SYSTEM FOR DETERMINING THE AMOUNT OF THE LEVY, AND TO MAKE ADDITIONAL FINDINGS

THE CITY OF IONIA HEREBY ORDAINS:

Section 1. Authority. This millage is authorized by Section 8.01 of the City of Ionia Charter, which was previously approved by the electors of the City of Ionia.

Section 2 entitled Purpose shall be revised to read as follows:

Section 2. Purpose. The purpose of this ordinance is to establish a levy not to exceed ~~2 mills~~ 1 mill for a period of 5 years for costs associated with the consent judgment and United States Environmental Protection Agency (EPA) administrative orders compelling cleanup and remediation of the Cleveland Street Landfill and for costs associated with the investigation, acquisition, cleanup and remediation of other properties within the City where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use is believed to have been released, has been released, deposited, disposed of, or otherwise comes to be located.

Section 3. Findings.

(a) Levy only for Costs of Cleanup and Remediation of Property. The levy authorized in this Ordinance shall only be used for costs associated with the cleanup and remediation of the Cleveland Street Landfill site required by the consent judgment and ordered by the EPA and for costs associated with the investigation, acquisition, cleanup and remediation of other properties within the City where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use is believed to have been released, has been released, deposited, disposed of, or otherwise comes to be located. Costs associated with the investigation, acquisition, cleanup and remediation of the Cleveland Street Landfill site and other properties include, but are not limited to, costs associated with monitoring wells; surveys; long-term monitoring; sampling and analysis; reports and mapping; proper removal, treatment and disposal of wastes; property acquisition; EPA or Michigan Department of Environmental Quality response activity costs; environmental consultants and scientists; engineers; and legal fees.

(b) Levy not precluded by Ordinance No. 360. The City finds that the tax levied pursuant to this Ordinance is outside the three (3) mill limitation established by Ordinance No. 360. The limitation in Ordinance No. 360 only applies to property taxes levied under the City's general authority to levy general fund operating millage pursuant to the City's Charter. The limitation in Ordinance No. 360 does not apply to property taxes levied for purposes other than general fund operating millage.

Section 4 entitled Maximum Millage Rate shall be revised to read as follows:

Section 4. Maximum Millage Rate.

(a) 2 1 Mill Maximum. The City shall not levy more than ~~2 mills~~ 1 mill under this Ordinance.

(b) Annual Millage Determination. The City shall make an annual determination of the costs associated with the investigation, acquisition, cleanup and remediation of properties within the City and shall adjust the millage rate accordingly, levying an amount sufficient to cover such costs; up to a maximum of 2 mills.

(c) Expiration of Millage The levy authorized by this Ordinance shall expire at the end of the fiscal year beginning July 1, ~~2017~~ 2022, unless amended prior to that date.

Section 5. Paragraph Headings The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 6. Publication and Recordation The Clerk shall publish this Ordinance once in full in *The Ionia Sentinel-Standard*, a newspaper of general circulation in the City, and shall record the Ordinance in the ordinance book of the City. The Clerk shall authenticate the recorded Ordinance by manual signature.

Section 7. Severability The determination by a court of applicable jurisdiction that any section, paragraph, sentence, clause or phrase of this Ordinance is invalid shall not cause this Ordinance, or any other section, paragraph, sentence, clause or phrase of this Ordinance to be invalid.

Section 8. Effective Date This Ordinance shall take effect upon publication.

Roll Call Vote: Ayes: Winters, Kelley, Paton, Patrick, Millard, Gustafson, Lentz, Milewski and Balice.
Nays: None
MOTION CARRIED

NEW BUSINESS

Approve – 2016 Planning Commission Annual Report

The City Manager reported that in accordance with State statute and the Planning Commission's Rules of Procedures, the Planning Commission has prepared an annual report of its activities covering calendar year 2016 for Council consideration.

It was moved by Councilmember Kelley, seconded by Councilmember Paton to receive and place on file the 2016 Planning Commission Annual Report.

Roll Call Vote: Ayes: Kelley, Paton, Patrick, Millard, Gustafson, Lentz, Milewski, Winters and Balice.
Nays: None
MOTION CARRIED

Approve – Utilities Funds Bonding Resolution

The City Manager reported that although considerable progress in upgrading the City’s aging water and sanitary sewer utilities has been made, there is still work to do as evidenced by the City’s capital improvement plan. Low interest rates coupled with competitive construction pricing have created a favorable environment for completing infrastructure upgrades. Municipal bond rates remain low and the refinancing and/or retiring of past bond issues has provided capacity for the utility funds to support additional debt without significant increases in utility rates. Over the past three fiscal years, only small adjustments were made to the utility rates with no rate adjustments occurring during FY14-15. Efficiencies in the operation of both utilities coupled with stable usage have improved the cash position of both the Water and Sanitary Sewer Funds. In order to offset a portion of this year’s projects and with an eye on the capital improvement plan, it is recommended that the City issue \$8 million in bonds to offset a portion of the cost of the projects. This money, along with funds generated annually in the water, sanitary sewer and street funds, should provide the necessary funding to complete the projects identified on the plan without significant utility rate increases. As previous bond issues have been discussed and approved the consensus among Council has been to hold utility rate increases to five percent or less per fiscal year. To date we have been able to meet this goal and as we look to the near future believe that rates will increase at or slightly below those referenced below:

<u>FY</u>	<u>Water Commodity</u>	<u>Water Debt/REU</u>	<u>Sewer Commodity</u>	<u>Sewer Debt/REU</u>
16-17	\$2.70	\$21.50	\$4.00	\$43.00
17-18	\$2.80	\$23.00	\$4.00	\$43.50
18-19	\$3.00	\$24.00	\$4.10	\$44.00
19-20	\$3.20	\$25.00	\$4.20	\$45.00
20-21	\$3.40	\$26.00	\$4.30	\$45.50

It is proposed that the City again borrow through the County’s Board of Public Works. The County’s Bond rating is better than the City’s which will equate to interest rate savings.

In order to begin the bond issuance process, Council is being asked to approve a prepared Resolution which approves the bonding contract with the County and pledges the City’s full faith and credit for repayment of the debt. The Resolution and contract are consistent with past ones adopted by Council when authorizing previous bond issues and have been prepared by the City’s bond counsel Miller Canfield.

It was moved by Councilmember Milewski, seconded by Councilmember Patrick to approve the following prepared Resolution approving a contract with the Ionia County Board of Public Works regarding a 2017 utilities bond issue and pledging the full faith and credit of the City.

WHEREAS, the City of Ionia (the “City”) has determined that it is necessary for the public health, safety and welfare of the City to construct certain water supply and sewer system improvements to service the City as described in Exhibit A attached hereto and made part hereof (the “Project”); and

WHEREAS, the County of Ionia (the “County”) has established a Board of Public Works (the “Board of Public Works”) under the terms of Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), with authority to acquire and finance improvements such as the Project for public corporations within the County under the provisions of Act 185; and

WHEREAS, the Board of Public Works and the City have negotiated a contract (the "Contract") providing for the acquisition, construction, operation and financing of the Project, a copy of which Contract is attached to this resolution and incorporated herein by reference, and by the terms of the Contract the County will issue Bonds to finance the Project (the "Bonds"), and the City is obligated to pay the cost of the Project to the County in installments as therein provided in an amount sufficient to enable the County to pay debt service on said Bonds when due; and

WHEREAS, the Project as described in the Contract is immediately necessary to protect and preserve the public health;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The total estimated cost of the Project as submitted by the consulting engineers plus the costs of issuance of the Bonds is hereby approved to be a total of not to exceed \$8,000,000. The total cost to be financed by the issuance of bonds by the County in the amount of not to exceed \$8,000,000 is hereby approved. The City hereby agrees that the City will pay the remaining costs of the Project, if any, from other monies legally available therefor.

2. The Contract between the City and the County of Ionia, by and through its Board of Public Works, providing for the acquisition, construction, operation and financing of the Project is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Contract for and on behalf of the City with such changes and insertions to the Contract in consultation with bond counsel as may be necessary or desirable to effectuate the sale and delivery of the Bonds by the County, permitted by Act 185 and otherwise by law, and not materially adverse to the City.

3. The City and all agents and employees shall cooperate with the County and the Board of Public Works to the end that the Bonds may be issued as promptly as possible as described in this resolution.

4. The City does hereby ratify and confirm its covenant in the Contract to levy ad valorem taxes against all taxable property in the City to the extent necessary to meet the obligations of the City thereunder and does further indicate its purpose and intent to make such a levy as necessary to meet such obligations, such levy, if necessary, to be within charter, statutory and constitutional limitations. The City hereby requests that the County pledge its full faith and credit as secondary security for the bonds as provided under the provisions of Act 185.

5. The Contract shall become binding and effective upon the approval thereof by resolution of the Board of Commissioners of the County and execution thereof for the County by the Board of Public Works.

6. The City hereby makes the following declaration of intent for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs associated with acquisition and construction of the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof from the general funds or capital fund of the City.

(b) As of the date hereof, the maximum principal amount of debt expected to be issued for reimbursement purposes, including reimbursement of debt issuance costs, is \$8,000,000.

(c) A reimbursement allocation of the expenditures described in paragraph (a) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.

(d) The expenditures for the Project are “capital expenditures” as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).

(e) No proceeds of the borrowing paid to the City in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in (c) above.

7. The Mayor, City Manager, City Clerk, and Finance Director and any other officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver on behalf of the City all other agreements, documents and certificates and to take all other actions as may be required by the County or the purchaser of the bonds, or as they may deem necessary or appropriate to provide for the issuance, sale, and delivery of the bonds in accordance with this Resolution and the Contract, and to pay costs of issuance including but not limited to transfer agent fees, financial advisor fees, bond counsel fees, costs of printing the Bonds, and any other costs necessary to accomplish sale and delivery of the Bonds.

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

CONTRACT PROVIDING FOR ISSUANCE OF IONIA COUNTY
WATER AND SEWER IMPROVEMENT BONDS (CITY OF IONIA), SERIES 2017
(LIMITED TAX GENERAL OBLIGATION)

THIS CONTRACT, made and entered into as of _____, 2017 by and between the COUNTY OF IONIA, a Michigan county (the “COUNTY”), by and through its Board of Public Works (the “BPW”), party of the first part, and the CITY OF IONIA, a Michigan home rule City located in the COUNTY (the “CITY”), party of the second part,

WITNESSETH:

WHEREAS, the CITY has determined that it is necessary for the public health, safety and welfare of the present and future residents of the CITY that water supply and sewer system

improvements as described in Exhibit A attached hereto and made part hereof (the "Project") be acquired and constructed to meet the present and future requirements of the CITY; and

WHEREAS, it has been determined that it is impractical and financially undesirable for the CITY to finance the Project alone; and

WHEREAS, the COUNTY, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), has established the Board of Public Works, which is under the immediate control of the Board of Commissioners of the COUNTY, for the administration of the powers conferred upon the COUNTY by Act 185; and

WHEREAS, Act 185 authorizes a county to acquire water supply and sewer systems as defined in Act 185, and to improve, enlarge, extend, and combine such systems; and

WHEREAS, by the terms of Act 185 the COUNTY and the CITY are authorized to enter into a contract for the acquisition and financing of the Project and the payment of the cost thereof by the CITY, with interest, over a period of not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action by its Board of Commissioners, to issue bonds of the COUNTY to provide the funds necessary therefor, secured primarily by the full faith and credit contractual obligations of the CITY and secondarily by the full faith and credit pledge of the COUNTY if duly authorized by appropriate resolution of its Board of Commissioners; and

WHEREAS, Act 185 provides the most practicable and economic method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the areas of the CITY to be served, and financing under Act 185 is expected to result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, plans and an estimate of cost for the Project in a maximum aggregate amount of \$8,000,000 have been prepared; and

WHEREAS, the COUNTY and the CITY desire to enter into a contract as provided by Act 185 pursuant to which the COUNTY will issue its bonds to provide funds in the maximum amount of \$8,000,000 to pay the cost of the Project (the "Bonds"); and

WHEREAS, it is also necessary for the COUNTY and the CITY to contract to provide for the operation and maintenance of the Project;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows.

THE PROJECT

1. The COUNTY and the CITY approve the acquisition and construction of the Project under Act 185 as a part of the IONIA COUNTY WATER SUPPLY AND SEWER SYSTEM (CITY OF IONIA) previously established by the COUNTY (the "System"). The portion of the Project to be acquired with proceeds of the Bonds shall consist generally of the improvements to the System described in Exhibit A attached hereto and made part hereof, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a water supply and sewer system in the City, all as more specifically described in the plans therefor. The Project and the area to be served thereby are more specifically set out in the plans for the Project.

2. The Project is designed to serve the CITY and the users of the System and is immediately necessary to protect and preserve the public health. The parties hereto consent to the furnishing of water supply and sewer service, as provided in Section 7 hereof, to the individual users in the service area of the CITY; both parties specifically agree, however, that the COUNTY shall not have the right to take over operation of the Project and serve individual customers directly, the COUNTY being limited to other remedies prescribed in this Contract in the event of any default hereunder by the CITY.

3. The total estimated cost of the Project is hereby approved to be not to exceed \$8,000,000, including the costs of issuance of the Bonds. The BPW and the CITY hereby approve and confirm the plans for the Project and the estimated cost thereof to be paid from proceeds of the Bonds in the sum of not to exceed \$8,000,000. Said estimated cost includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof. Any costs of the Project in excess of costs paid from proceeds of the Bonds shall be paid to the BPW in cash by the CITY from funds on hand or to the appropriate contractor by the CITY as agent of the BPW under Section 4.

4. The Project shall be acquired by the BPW in accordance with the plans and specifications therefor approved by this Contract, and for that purpose the BPW hereby appoints the CITY as its agent to take bids for the acquisition and construction thereof prior to the issuance of the Bonds. In no event shall the parties hereto enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to exceed the estimated cost as approved in Section 3 of this Contract, unless the CITY, by resolution of its City Council, (a) approves said increased total cost and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of the Bonds to be increased as provided in this Contract to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the CITY pledged under the terms of this Contract to the payment of the Bonds.

5. The CITY hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the CITY for the purpose of constructing, operating and maintaining the Project as a part of the System and any improvements, enlargements and extensions thereto.

6. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the CITY as the agent of the BPW. The Project shall be acquired in accordance with the plans and specifications therefor approved by this Contract; provided, however, that variations from said plans and specifications may be made without the approval of the BPW if such variation shall not materially affect such plans and specifications.

The CITY, as agent of the BPW, will require and procure from the contractor or contractors undertaking the actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and

material bonds as may be required by law, in such amount and such forms as may be approved by the CITY.

The COUNTY will require or procure from the contractor or contractors undertaking the actual construction of the Project insurance protecting both the CITY and the COUNTY (including the BPW) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

PROJECT OWNERSHIP

7. While the Bonds remain outstanding, the COUNTY shall be the owner of the Project. The COUNTY does hereby let and lease the Project to the CITY, and the CITY does hereby lease the Project from the COUNTY, for a term commencing upon the date any part of the Project is placed into operation, and ending upon the expiration of this Contract. At such time as all of the Bonds are paid and this Contract is terminated, ownership of the Project shall revert to the CITY as provided in Section 19 of this Contract. The CITY shall be responsible for the operation, maintenance and administration of the Project as a part of the System for and on behalf of and as the agent of the COUNTY for such purpose.

The CITY will retain the exclusive right and option to establish, maintain and collect rates and charges for services to its inhabitants or other persons using any facilities of the System. Revenues derived from any such rates or charges shall be first used and applied to pay any operation and maintenance costs for water supply and sewer service in the CITY, including costs of the Project. Thereafter revenues shall be applied to debt service on any water supply and sewer system revenue bonds of the CITY and then shall be used to pay obligations to the COUNTY hereunder. Any remaining revenues may be applied by the CITY to any expenses reasonably related to water supply and sewer system purposes.

The CITY covenants that should it appear that additional funds will be needed to pay the expenses of operation, maintenance and administration of the System and/or debt service on the Bonds when due, the CITY will promptly increase rates and charges for the use of all water supply and sewer system facilities of the CITY or take such other action as they shall deem necessary to provide such funds, so that sufficient revenues will be available for such purposes. The COUNTY shall have the right to examine the books and records of the CITY relative to the System and, after conferring with the CITY, shall have the authority to direct the CITY to increase such rates and charges should it appear to the COUNTY that additional funds will be reasonably needed for such purposes.

The CITY shall operate, maintain and administer the Project as a part of the System and integrated with its other water supply and sewer and treatment facilities and pay all costs thereof, so as to keep all such facilities in proper repair and working order, and the COUNTY shall have the right to inspect the Project at reasonable times to insure that CITY servicing is appropriate. If the COUNTY in its sole discretion shall determine that repairs to the Project are necessary, or that some other operation, maintenance or administrative action is necessary, it shall have the right to order the CITY in writing to make such repairs or take such action. If the CITY shall not make the necessary repairs or take the necessary action within 30 days after the date such notice is sent, the COUNTY shall have the authority to make the necessary repairs or take the necessary action itself and charge the same to the CITY, using any of the methods provided herein for collection of such charges. As a part of its obligation to operate, maintain and administer

properly, the CITY shall provide and pay for insurance on the Project as well as liability insurance protecting the Project and the COUNTY and all officers and employees thereof, such insurance to be in amounts and coverage as is generally carried for public utilities similar to the Project.

The parties hereto agree that the Project shall be acquired, constructed, operated, administered and maintained for the sole use and benefit of the CITY and its various water supply and sewer system users, and the CITY shall pay all costs in connection therewith, the COUNTY remaining the titular owner of the Project only to comply with the requirements of Act 185. The CITY shall have the exclusive right and discretion, subject only to review by the COUNTY on the basis of sound public utility operational procedure, to determine policy for the use, expansion, improvement, operation and administration of the Project.

PROJECT FINANCING

8. To provide for the construction and financing of the Project in accordance with the provisions Act 185, the BPW shall take the following steps:

(a) The BPW will submit to the Board of Commissioners of the COUNTY a resolution providing for the issuance of the Bonds in the aggregate principal amount of not to exceed \$8,000,000 to finance the cost of the Project. The Bonds shall be secured primarily by the contractual obligations of the CITY to pay the annual installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a at least a three-fifths (3/5) majority of the members of the Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the BPW will take all steps necessary to effectuate the sale and delivery of the Bonds.

(b) The BPW upon receipt of the proceeds of sale of the Bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the Bonds and this Contract relative to the disposition and use of the proceeds of sale of the Bonds.

(c) The COUNTY may temporarily invest any proceeds of the Bonds or other funds held by it for the benefit of the CITY as permitted by law, and investment income shall accrue to and follow the fund producing such income. The COUNTY and the CITY hereby covenant that they shall not invest, reinvest or accumulate any moneys deemed to be proceeds of Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The COUNTY and the CITY each hereby covenant that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City and the County with delivery of the Bonds.

9. The costs of the Project to be financed by the issuance of the Bonds shall be charged to and paid by the CITY to the BPW in the manner and at the times herein set forth. The principal amount of the Bonds issued (not to exceed \$8,000,000) shall be paid by the CITY to

the BPW in principal installments six days before August 1st of each year in an amount sufficient to pay all principal of the Bonds becoming due on each such August 1. It is understood and agreed that the Bonds of the COUNTY will be issued in anticipation of the above contractual obligation, with principal maturities on August 1st of each year, commencing with the year 2018 (or such other date as shall be determined at the time of sale of the Bonds), and the CITY shall also pay to the BPW in addition to said principal installments, six days before August 1st and February 1st of each year, commencing August 1, 2017 (or such other date as shall be determined at the time of sale of the Bonds), as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date (August 1st and February 1st, respectively) on the Bonds from time to time outstanding. From time to time as the BPW is billed by the paying agent for the Bonds for its services as paying agent and transfer agent for the Bonds, and as other costs and expenses accrue to the BPW from handling of the payments made by the CITY, or from other actions taken in connection with the Project, the BPW shall promptly notify the CITY of the amount of such fees and other costs and expenses, and the CITY shall promptly remit to the BPW sufficient funds to meet such fees and other costs and expenses.

Bendzinski & Co., Registered Municipal Advisors with the Municipal Securities Rulemaking Board, Detroit, Michigan is hereby retained to act as financial consultant for the Bonds, and the CITY and the COUNTY each hereby consent to their appointment as financial consultant.

Miller, Canfield, Paddock and Stone, P.L.C., Lansing and Detroit, Michigan, is hereby retained to act as bond counsel for the Bonds. The parties recognizes that Bond Counsel has represented from time to time and currently represents bond underwriters, financial consultants, financial institutions, the CITY, the COUNTY and other potential participants in the bond financing process and makes this appointment of Bond Counsel notwithstanding these actual and potential concurrent representations.

Should cash payments be required from the CITY in addition to the amounts specified in Section 3 and this Section 9 to meet costs of constructing the Project, the CITY shall, upon written request by the BPW, furnish to the BPW written evidence of its agreement and ability to make such additional cash payments, and the BPW may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the BPW, has been received by it. The CITY shall pay to the BPW such additional cash payments within thirty (30) days after written request for such payment has been delivered by the BPW to the CITY.

Within thirty (30) days after the delivery of the Bonds the BPW shall cause to be furnished to the CITY a complete schedule of maturities of principal and interest thereon, and the BPW shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the CITY, in writing, of the exact amount of principal and/or interest due on the Bonds on the next succeeding bond principal and/or interest due date, and payable by the CITY on the first day of the month immediately preceding, as hereinbefore provided. Failure of the BPW to notify the CITY of any such payment shall not relieve the CITY of the obligation to make such payment.

If any principal installment or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

CITY FULL FAITH AND CREDIT

10. The CITY, pursuant to authorization of Section 12 of Act 185, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payments of principal of and interest on the Bonds as expressed in this Contract. Pursuant to such pledge, if other funds are not available, the CITY shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in the CITY in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable charter, statutory and constitutional tax limitations. The foregoing commitments of the CITY are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the CITY in anticipation of which the Bonds are issued. Nothing herein contained shall be construed to prevent the CITY from using any, or any combination of, the means and methods provided in paragraph 2, Section 12 of Act 185 for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligation due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

11. The CITY may pay in advance any of the payments required to be made by this Contract, in which event the BPW shall credit the CITY with such advance payment on future-due payments to the extent of such advance payment.

12. The CITY may pay additional moneys over and above any of the payments specified in this Contract, with the written request that said additional funds be used to call Bonds for redemption prior to maturity, in which event the BPW shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 11 of this Contract.

13. In the event the CITY shall fail for any reason to pay to the BPW at the times specified the amounts required to be paid by the provisions of this Contract, the BPW shall immediately give notice of such default and the amount thereof, in writing, to the CITY Treasurer, the Treasurer of the COUNTY, the State Treasurer of the State of Michigan, and such other officials charged with disbursement to the CITY of funds returned by the State and now or hereafter under Act 185 available for pledge as provided in this paragraph and in Section 17 of Act 185, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the CITY of the aforesaid funds, is, by these presents, specifically authorized by the CITY, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the BPW, to apply on the obligations of the CITY as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the CITY within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the CITY to meet any past-due obligations of the CITY due under the provisions of this Contract. In addition to the foregoing, the BPW shall have all other rights and remedies provided by law to enforce the obligations of the CITY to make its payments in the manner and at the times required by this Contract, including the right of the COUNTY to direct the CITY to make a tax levy or rate increase to

reimburse the COUNTY for any funds advanced. The CITY will not take any action to reduce the right of the COUNTY to receive the aforesaid state-returned moneys in the event of default.

14. It is specifically recognized by the CITY that the debt service payments required to be made by the CITY pursuant to the terms of Section 9 of this Contract are to be pledged for and used to pay the principal of and interest on the Bonds to be issued by the COUNTY, as provided by this Contract and authorized by law, and the CITY covenants and agrees that it will make all required payments to the BPW promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

ADDITIONAL FUNDS FOR PROJECT

15. If after construction bids are let the proceeds of the sale of the Bonds to be issued by the COUNTY are for any reason insufficient, together with monies to be provided by the CITY, to complete the Project, and additional funds become necessary therefor, it is agreed by the parties hereto that this Contract may be supplemented or amended to provide for the issuance of additional bonds by the COUNTY in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the CITY shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the Bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of Act 185, and any increases in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of said additional bonds, the CITY and the BPW may enter into any other mutually agreeable arrangement to meet increased costs, reduce the scope of the Project, or otherwise bring such costs within the amount of funds available for construction of the Project.

16. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the Bonds shall be used by the BPW for either of the following purposes, at the option of and upon request made by resolution of the CITY, to wit: (a) for additional water supply and sewer improvements in the System, or (b) credited by the BPW toward the next payments due to the BPW by the CITY hereunder.

CONTRACTUAL OBLIGATIONS

17. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the Bonds pursuant to Act 185, and if for any reason whatsoever the Bonds are not issued and sold within three (3) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that the Bonds are not issued and sold, all preliminary legal and engineering costs shall be paid by the CITY, and the CITY shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

18. The BPW and the CITY each recognize that the holders from time to time of the Bonds issued by the COUNTY under the provisions of Act 185 to finance costs of the Project will have contractual rights in this Contract, and it is therefore covenanted and agreed by each of them that as long as any of the Bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Bonds or the prompt payment of principal or interest thereon.

The CITY and the BPW further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the Bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract, insofar as they pertain to the security of the Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

CONTRACT TERM

19. This Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all Bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said Bonds are paid, this Contract shall be terminated and ownership of the Project shall revert to the CITY, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the CITY and COUNTY. In any event, the obligations of the CITY to make payments required by Section 9 of this Contract shall be terminated at such time as all of said Bonds are paid in full, together with any deficiency or penalty thereon.

INDEMNIFICATION BY CITY

20. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the CITY shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project, this Contract, or the issuance, sale and delivery of the Bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the CITY from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the CITY will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the CITY shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the CITY shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing,

nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this Contract or the issuance, sale or delivery of the Bonds herein described.

MISCELLANEOUS

21. The parties to this Contract, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Contract. In the event of a breach of this section, no party to this Contract shall be relieved of its obligations under this Contract.

22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

23. This Contract shall become effective upon approval by the City Council of the CITY, by the BOARD OF PUBLIC WORKS of the COUNTY and by the Board of Commissioners of the COUNTY, and when duly executed by the Mayor and Clerk of the CITY, and by the Chairman and Secretary of the BOARD OF PUBLIC WORKS for and on behalf of the COUNTY. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

COUNTY OF IONIA
By its BOARD OF PUBLIC WORKS

By _____
Its Chairman

By _____
Its Secretary

CITY OF IONIA

By _____
Its Mayor

By _____
Its City Clerk

EXHIBIT A

Project Description

The City of Ionia proposes to enter into a Contract with the County of Ionia, acting through its Board of Public Works, under which the County would issue bonds in an amount not-to-exceed \$8,000,000 for the purpose of financing improvements to the City's water distribution and sanitary sewer collection systems, including but not limited to installation of new water mains and sanitary and storm sewers including removal of outdated water and sewer lines (including sanitary sewer leads), construction of retaining walls, and reconstruction of streets and sidewalks including curb and gutter and driveways, together with any appurtenances and attachments thereto and any related site acquisition or improvements. The improvements will be made at the locations shown below; however, locations can be changed by the City and with consent of the Ionia County Board of Public Works.

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Brooks Street	West Lincoln Avenue	Branch Street
Division Street	East Lincoln Avenue	Lafayette Street
Dye Street	High Street	West Washington St.
Hackett Street	Harter Street	West City Limit
Harter Street	High Street	West Lincoln Avenue
Library Street	East Washington Street	East Main Street
Lovell Place	East Lincoln Avenue	Terrace Court
Rich Street	Lafayette Street	East Main Street
State Street	West Lincoln Avenue	South End
Taylor Court	Hackett Street	North End
Terrace Court	Rich Street	Division Street
East Washington Street	North Kidd Street	North Jefferson Street
West Washington Street	North Kidd Street	North Dexter Street

EXHIBIT B

Form of Notice

MEETING NOTICE

Ionia City Council

County of Ionia, State of Michigan

At the Regular meeting of the City Council of the City of Ionia, Michigan to be held on Tuesday, March 7, 2017 at 7:00 p.m. Eastern Time, at City Hall in the Council Chambers on the Second Floor level, the City Council will consider a resolution to request the County of Ionia to issue bonds to assist the City by financing a water and sewer project.

If the County decides to assist the City of Ionia by financing the water and sewer project through the issuance of bonds by the County, then the City will sign a contract agreeing to pay the County the amounts necessary to make all payments on the bonds. The contract will contain a limited tax full faith and credit pledge of the City.

Lynn Lafler, Ionia City Clerk

Roll Call Vote: Ayes: Winters, Kelley, Paton, Patrick, Millard, Gustafson, Lentz, Milewski and Balice.
Nays: None
MOTION CARRIED

Approve – Harper Park – Project Grant Resolution

The City’s Capital Improvement Plan calls for improvements to Harper Park (Bayard Street) during Fiscal Year 18-19. Improvements proposed by the Parks and Recreation Master Plan include new play equipment and safety surfacing, improvements to the existing parking lot, repairs and repainting of the existing park pavilion, a rustic restroom facility and site amenities. The City Manager stated that to off-set a portion of the cost for completing the improvements, it is proposed that the City submit an application to the MDNR Recreation Passport grant program. Applications are due by April 1st. The total project cost is estimated at \$150,000 of which \$75,000 is proposed to be funded by the grant. If the project is selected for funding, the project can likely be completed during the 2019 construction season.

It was moved by Councilmember Millard, seconded by Councilmember Paton to adopt the following prepared Resolution authorizing the City Manager to submit an application to the MDNR Recreation Passport Program for grant funding to assist with completing improvements to Harper Park.

WHEREAS, Harper Park is a community park that serves the City of Ionia and provides recreation amenities such as a picnic area, baseball field, open space and play equipment; and,

WHEREAS, the City’s Five-Year Community Parks and Recreation Plan (2012-2017) identified improvements to Harper Park (Pages 23-24) as a top priority for any funding which may be available to improve parks and recreation facilities; and,

WHEREAS, the City desires to avail itself of the funding available through the Michigan Department of Natural Resource’s Recreation Passport Program to assist in funding improvements to Shattuck Park.

NOW, THEREFORE, BE IT RESOLVED that the City of Ionia City Council hereby:

1. Authorizes the City Manager to submit an application to the Michigan Department of Natural Resources for funding from the Recreation Passport Program to finance improvements to Harper Park including the addition of play equipment and safety surfacing, improvements to the existing park pavilion and site amenities with said request being for \$75,000.
2. Upon receiving notification that the grant has been awarded, agrees to allocate at least \$75,000 from the City’s Fiscal Year 2018-2019 budget to act as a match for the grant to complete the improvements to Harper Park.
3. Agrees to complete the improvements to Harper Park in a manner consistent with Michigan Department of Natural Resources grant guidelines.

Roll Call Vote: Ayes: Paton, Patrick, Millard, Gustafson, Lentz, Milewski, Winters ,
Kelley and Balice.
Nays: None
MOTION CARRIED

Approve – Introduction and First Reading – Ordinance No. 531 – Repealing of Chapter 256 – Department of Emergency Management

The City Manager reported that with a desire to take advantage of state and federal grants that were available at that time for both staffing and equipment, during 2002 the City Council established the Department of Emergency Management pursuant to Michigan Public Act 390 of 1976, as amended. PA 390 requires counties and municipalities (with a population of 25,000 or more) to establish emergency management departments. PA 390 also permits a municipality with more than 10,000 (like Ionia) to create its own emergency management department, if it so desires, or receive services/be covered by the county's emergency management plan. As referenced, since 2002 the City has opted to have its own emergency management department. Beginning in early 2012, due to a vacancy in the County's emergency manager position, the City, via contract, began providing emergency management services to the County by "selling" a portion of our emergency manager's time to the County. This relationship continued until late 2016 when Doug DeVries retired. The City Manager stated that after assessing the pros and cons of continuing, the determination was made that it is in the City's best interest to discontinue an independent emergency management position within the City's Public Safety Department and resume the practice of being covered by the County's emergency management plan/department, as was the case prior to 2002. The City Manager reported that in order to implement this recommendation, Council needs to repeal Chapter 256 of the City Code.

It was moved by Councilmember Patrick, seconded by Councilmember Winters to permit the record of the March 7, 2017 meeting to reflect the introduction and first reading of Ordinance No. 531 which, if approved, repeals Chapter 256 of the City Code regarding the Department of Emergency Management and to schedule a Public Hearing on the proposed ordinance for 7:00 PM, Tuesday, April 11, 2017 in the Council Chamber of City Hall.

Roll Call Vote: Ayes: Patrick, Millard, Gustafson, Lentz, Milewski, Winters, Kelley,
Paton and Balice.
Nays: None
MOTION CARRIED

Approve – MERS Service Credit Purchase - Wenzel

The City Manager reported that Heidi Wenzel has requested permission to purchase 1 year of retirement service credit through the Michigan Municipal Employees Retirement System at her expense. MERS has calculated the cost of the one year of service credit at \$11,943.00. MERS requires City Council approval for an employee to purchase service credit.

It was moved by Councilmember Lentz, , seconded by Councilmember Paton to approve the following prepared Resolution permitting Heidi Wenzel to purchase 1 year of MERS retirement service credit at her expense.

RESOLVED to approve the request from Heidi Wenzel to purchase 1 year of service for \$11,943.00 through the Municipal Employees' Retirement System at her expense.

Roll Call Vote: Ayes: Millard, Gustafson, Lentz, Milewski, Winters, Kelley, Paton, Patrick and Balice.
Nays: None
MOTION CARRIED

Accept – Bid for Library/Rich/Washington Reconstruction Project

The City Manager reported that the City's budget includes funds to reconstruct Library Street; Rich Street (Lafayette Street to Main Street); and, Washington Street (Kidd Street to Jefferson Street); during the 2017 (and in the case of Library Street both the 2017 and early 2018) construction season. Work on all of the streets includes replacing the existing water, sanitary and storm sewer mains, curb, sidewalk and driveway approaches and street surface. Project specifications were made available to interested bidders about a month ago with bids opened on February 21, 2017. The following bids were received for this project:

Montgomery Excavating, Ionia	\$1,930,124.50
CL Trucking & Excavating, Ionia	\$2,071,332.15
Kamminga & Roodvoets, Grand Rapids	\$2,082,588.70

It was moved by Councilmember Gustafson, seconded by Councilmember Patrick to accept the bid submitted by Montgomery Excavating, Ionia, for \$1,930,124.50 for completing the City's 2017 Library/Rich/Washington Reconstruction Project reconstruction project and authorize the City Manager to sign the necessary contract documents.

Roll Call Vote: Ayes: Gustafson, Lentz, Milewski, Kelley, Paton, Patrick and Balice.
Nays: Millard and Winters
MOTION CARRIED

Accept – Bid for Final Clarifier Project – Wastewater Treatment Plant

The FY16-17 IRUA Fund budget contains funds to replace the final clarifier mechanisms at the wastewater treatment plant. The replacement of the mechanisms was identified as a short-term priority project in the recently updated treatment plant facilities maintenance plan. With the assistance of FTCH, bid specifications for the project were recently prepared and distributed to area contractors. Bids were opened on Tuesday, February 28th with the following bids received:

Allied Mechanical, Grand Rapids	\$436,980.00
Franklin Holwerda, Wyoming	\$489,800.00
L. D. Docsa, Kalamazoo	\$544,860.00

It was moved by Councilmember Paton, seconded by Councilmember Kelley to accept the bid submitted by Allied Mechanical, Grand Rapids, for \$436,980 for completing the wastewater treatment plant final clarifier project and authorize the City Manager to sign the necessary contract documents on behalf of the City.

Roll Call Vote: Ayes: Lentz, Milewski, Winters, Kelley, Paton, Patrick, Millard,
 Gustafson and Balice.
 Nays:
 MOTION CARRIED

Discuss – FY17-18 Budget Assumptions

The City Manager reported that the preparation of the FY17-18 budget is underway with department directors developing their revenue projections and expenditure requests for the new fiscal year. He reviewed with Council a few “big picture” items impacting both revenues and expenditures that need to be taken into consideration as part of preparing the FY17-18 budget.

MAYOR AND COUNCILMEMBER COMMENT

Balice: Stated that the City of Ionia made the top ten listing of best places to live in the Realtor.Com listing. Also, stated that during presentations at Ionia Public Schools he was very impressed with the students and teachers.

Lentz: Stated he was excited about the new developments in downtown Ionia.

Gustafson: Reminded members of the Ionia Expo on Saturday, March 11.

Millard: Referenced programs he has participated in at schools.

Paton: Complemented the Ionia Community Theater for their presentation of “Grease”.

Kelley: Suggested that at some time in the future Council look into the possibility of a Dog Park.

Milewski: Commented on the flag folding ceremonies at Ionia Public Schools.

ADJOURNMENT

It was moved by Councilmember Patrick, seconded by Councilmember Millard to adjourn the meeting at 8:30 p.m.

By Voice Vote: MOTION CARRIED

Respectfully Submitted:

Lynn Lafler, Clerk