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July 30, 2023

### **VOLUME 31 • ISSUE 1692**

**16 PAGES** 

# Ovid-Elsie FFA Competes at 2023 Michigan Dairy Expo

submitted by Tracey Hoffman

July 19th, 2023 members of the Ovid-Elsie FFA Chapter participated in the Michigan FFA Dairy Judging Career Development Event (CDE) and Dairy Handling Contest. These events were held during the Michigan Dairy Expo and 4-H Dairy Days. Congratulations to Jordyn Chant who earned a Gold Award and State Winner in the Michigan FFA Dairy Handling Contest.

Additionally, Ovid-Elsie FFA members Harris Evans, Willow Evans and Cassidy Harris competed in the Michigan FFA Dairy Judging Contest. Willow Evans earned a Top 5 individual award along with winning Oral Reasons. Cassidy Harris was Top 10 individual and Top 5 for Oral Reasons for the Michigan FFA Dairy Judging Contest. Collectively their team was the State Winning Alternate Team for the contest.



Ovid-Elsie FFA members Willow Evans, Cassidy Harris, and Harris Evans competed in the Michigan FFA Dairy Judging Contest earning State Runner-Up.

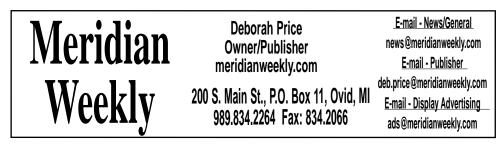
# National Night Out Observance in Elsie

by Dawn D Levey

ELSIE – Elsie United Methodist Church will be hosting the National Night Out, Tuesday, August 1, 2023, 6-8 pm. The block party is open to all and is located on Church Street between W Main and W. Pine Streets. Joining the event will be the Elsie Police Department, Elsie Fire Department, and Clinton Area Ambulance Service. Come for an opportunity to touch a truck! There will be food, live music, community resources, face-painting, lawn games, and fun for all ages.



Bring your family, friends, and lawn chairs. In case of rain, the event will be moved inside the Elsie UMC Fellowship Hall.





(l-r): Rodney Ridgeway, Tracie Davis and Bruce Levey standing in front of the finished mural in downtown Elsie

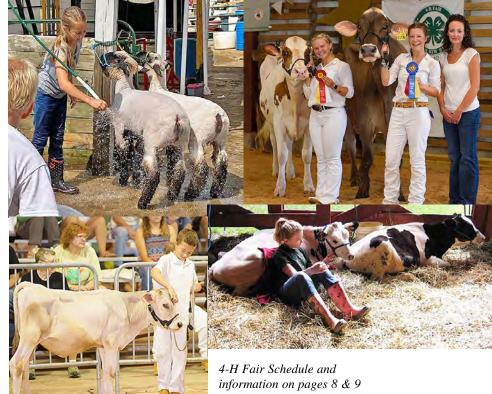
# **Community Mural is Finished**

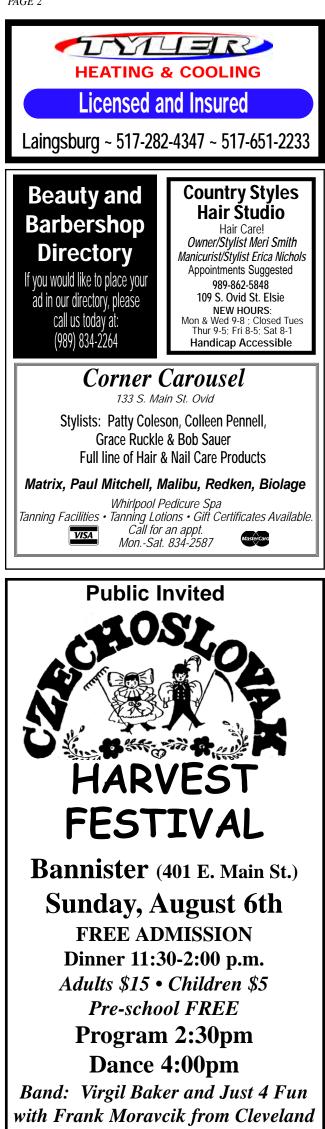
by Dawn D Levey ELSIE – The community mural sponsored by Elsie Masonic Lodge #238 and the Greater Lansing Arts Council is completed. Artist, Tracie Davis, designed the mural and then with the assistance of the Elsie community painted the final product. The mural is located at the intersection of Main and Ovid streets on the Masonic Community Center building. Davis, commented that the community was wonderful to work with and those that walked by or rode by on their bikes were courteous and kind.

For information regarding renting the community center for parties and get togethers call Rodney Ridgeway at 989-666-4838 or Bruce Levey at 517-599-0192.

Elsie Masonic Lodge #238 will hold their monthly breakfast Saturday, July 29, 9am – Noon, at the Masonic Community Center in Elsie. The menu: pancakes, scrambled eggs, sausage, coffee and orange juice. This is a free breakfast with donations being given to the Elsie Baby Pantry.

# Clinton County 4-H Fair July 29th thru August 3rd





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# Social

# **Thorny Acres Sportsman Club** in Need

submitted by Carl Struck

Thorny Acres Sportsman Club local non profit archery club, Elsie MI, is in need of a good used Garden Tractor with mower deck to help us maintain our lawn and use to place targets on the range, our current equipment is well beyond repair and with a limited budget, we are hoping to find an older Wheel Horse, Cub Cadet, John Deere, running or repairable that you may like to donate for a tax deduction, or sell for a reasonable price. The club is reaching out to the community, as they have

4H, youth leagues, Boy Scouts, that we provide a safe environment for safety, learning, enjoyment.

Please call Carl at 989 277-4867, leave a message with information and we will call you back.

We, Thank you in advance for helping us.



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# **Alberta Whitford Celebrating 100th Birthday**

On August 7th, Alberta Whitford will be 100 years old. She was born in Lansing on August 7, 1923, she rasied her family in the Laingsburg/Perry area.

A birthday party is planned by her family on Sunday, August 13th from 12-3p.m. at the St. Isadore Church Hall in Laingsburg.

If you have memories to share with Alberta please join her family and friends wishing her a Happy Birthday!





Phone (989)834-2270 Fax (989)834-2279

# Obituaries

### **Brenda L. Wiegel**

Brenda L Wiegel, age 62 of Ovid passed away suddenly at her home on July 8, 2023

Brenda was born in Monroe, Michigan on October 18, 1960, the daughter of James Patrick Jeffreys and Margaret (Widmaver) Jeffrevs.

Brenda loved working in her yard and on various craft, her favorite being stained glass. She worked in the stained glass business for many years, in retail and as an instructor. She loved helping people, especially the seniors at the luncheons at the United Church of Ovid. She loved animals of all types, especially her beloved cat, Buster. Most of all, Brenda loved people, especially her family and friends That love was sent back to her in many ways. Most of all, she loved her husband and companion of 45 years, Chuck.

Brenda was a member of the United Church of Ovid for many years.

Brenda was predeceased by her parents, and her father and mother in law, Bruce and Joanne Wiegel, and several aunts, uncles and cousins.

She is survived by her husband, Chuck, brothers Michael and Mark (Kari), sisters Lynda (Russ) Mallery, Jill (Andy) Arthur, Michelle (Tom) Hatta and Ellen (Kam) Jeffreys Busch, brother and sister in law, Jeff and Laura Wiegel, along with many nieces and nephews. She is also survived by three precious Goddaughters Kenzie (Derek) Davis, Sarah Floate and Katie Floate.

Memorial contributions may be sent to the United Church of Ovid in Brenda's name A memorial will be planned at a later time.

Online condolences may be sent to the family at Nelson-House.com

### Window Dressing

Bonnie and Gayla Ehlert are asking for your help in preparing the next window dressing for September. Teacher appreciation will be the subject for the start of the next school year and your assignment will be to help us out.

Usually in each persons' years in school, one teacher sticks out from the rest. We would like to showcase those teachers and let the community see how that teacher helped to propel you into the future to deal with your life experiences.

Here's your assignment. Take time to think on this and if you would like to show your appreciation to a teacher, please join us in this display. You could also select a teacher that had a positive influence on your children.

We would like to show pictures of the teacher and you, the student, when you were taught, along with a current photo of yourself. We need you to tell us what grade, school and year those photos were.

For the most interesting and amazing part of this assignment, we need you to tell how this teacher left a lasting effect upon you through your life. Did they point you into a certain profession? Change your thought about life? Or possibly change how you felt about yourself? All of these things are key into who you have become.

For those of you who are considering helping us, we would need your information before August 12th by sending to Bonnie Ehlert, 611 Williams Street, Ovid, MI 48866. Submission forms are available at the Meridian Weekly office and Ovid Public Library.

Some editing may be required due to limited space. When the display is taken down, we would like to give the items submitted to the teacher or their family members honored.

### **Rep. BeGole: Signed Education Budget** Shortchanges Students Through Pork Spending submitted by Denny Schwarze

State Rep. Brian BeGole today criticized a signed K-12 budget for the upcoming fiscal year that prioritizes pork spending over needed learning resources for students.

The budget includes \$2 billion in projects and programs that cost taxpayers and families without delivering for kids. The funds for these projects and programs could have provided near-ly \$1,400 more for every Michigan student and created a total per-pupil allowance of \$10,968.

Democrats crammed needless spending into this budget instead of thinking about what our kids need most," said BeGole, of Antrim Township. "Students throughout our state are still catching up from time lost in the classroom during COVID-19. We should be working to get every dollar we can into our classrooms and ensuring no student in Michigan is left behind.'

BeGole, who voted against the plan when it was before the House, highlighted egregious examples of wasteful spending in the budget – including \$1 million to create a "zen zone" in Novi for staff to de-stress, \$225 million to pay off student loan debt, \$4 million for enrolling kids in the Dolly Parton Imagination Library – which is a free program – and funding for pools and driver's education courses in select areas.

The plan also commits \$125 million for green buses, which BeGole said is not practical for expansive rural communities like ones he represents in Shiawassee, Saginaw and Genesee counties. Using resources in this fashion removes what could have been an additional \$83 per student in per-pupil funding. "Our education funding should not be going to pools and fulfilling radical, national agen-

das," BeGole said. "This funding should be for our kids and families to ensure they're in a position to succeed through education.'

The new fiscal year begins Oct. 1.

### SEEKING INFORMATION ABOUT WILLIAM C. TAYLOR AND PEARL KILBORN TAYLOR

My great uncle and his wife lived in the Elsie and Ovid areas in the 1950s and early 1960s. He was estranged from the rest of the family and little is known of him. In the mid-1950s they owned and operated a bakery in Elsie. In 1958 they moved to Ovid and lived at 319 South Main. Pearl died July 12, 1963 at the age of 70. William moved to St. John in 1964 and died July 14, 1965 at the age of 85. They were buried out of Houghton Funeral home and are interred in Maple Grove cemetery. He was medium height, blind in his right eye and deaf in his left ear. You may remember him as a grumpy old man.

If you have any information or recollection of them, please contact me at BTAYLOR500@hotmail.com. Thank you.

### **Beverly M. Taylor**

BTAYLOR500@hotmail.com



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	all (909) 034-2204	
FIRST BAPTIST CHURCH 163 W. Main St., Elsie Worship Service 9:30 a.m. Sunday School 10:45 a.m. Watch Sunday Service on YouTube at elsiebaptist Pastor Phillip Rogers	Bannister United Methodist Church 103 Hanvey Street Pastor: Zella Daniel Sunday Worship 11:15am	United Church of Ovid Office Hours: 9-1 Mon - Tue - Wed 9-Noon Thur • Closed Fri Sundays am: 10:45 - Hymnsing 11:00 - Worship 131 West Front Street
Laingsburg United Methodist Church 210 Crum St., Laingsburg 517-651-5531 Worship Service: 10:30am 2nd Sunday Breakfast Every Month at 9:00am	FAITH FELLOWSHIP BIBLE CHURCH Corner of Price & Chandler, St. Johns Pastor: John Jakus Sunday School: 9:00am Worship Service 10:00am 517-651-6210	Ovid, MI 48866 • (989) 834-5958 www.unitedchurchofovid.org or on Facebook Pastor Bryan Simon St. Cyril Parish of Bannister
Middlebury United Methodist Church 8100 W. Hibbard Rd., Ovid 989-834-2573 Minister: Rev. Tiffany Newsom Worship Service 9:00 a.m.	ELSIE UNITED METHODIST CHURCH 160 W. Main St., Elsi e(989) 862-5239 Worship Service: 9:30 a.m. Pastor: JD Paik	Mass: Sun. 10:30am, Tues. 9am, Fri. 9am Adoration: 9:30-10:30 517 E. Main St. Bannister We Welcome You to Come Father Raj



# Editorial

### Concerned Citizens of Clinton County Letter to the Editor:

The next scheduled meeting of the Clinton County Solar and Wind Advisory Committee will be held on August 3, 2023 from 6:00p.m. to 8:30p.m. at the Clinton County Courthouse.

This meeting and all meetings of this committee are open to the public. These meetings are to discuss the pros and cons of solar farms and wind turbines in our county. At this meeting residents will be allowed to make presentations concerning these two areas of alternative energy. In my opinion these forms of energy are very inefficient, highly toxic and our environment and assimilate valuable land from agricultural production to inefficient forms of energy.

Gail Wadell Elsie, MI



Religious Thoughts

### **Christmas in July**

Isaiah 7:14 says, "Therefore the Lord himself will give you a sign: The virgin will conceive and give birth to a son, and will call him Immanuel."

Matthew 1:23 reads, "The virgin will conceive and give birth to a son, and they will call him Immanuel" (which means "God with us")."

Why is the Virgin Conception an important, indeed, foundational part of Christianity?

Because it is through the incarnation that God became a full human being in Jesus. He did so not just by appearing some day out of nowhere as an adult, but being born like all of us, after spending time in a woman's womb. So Jesus is fully human and fully God. If Jesus is not God, then we are still in our sins. If Jesus is not God, then the price that must be paid to God for our sins has still not been paid.

If Joseph and Mary had normal marital relations, then Jesus would have been born with a sin nature. If Jesus has a sin nature, then He is no different than the rest of us and can't save Himself from His sins, to say nothing of saving all of humanity.

God by nature is eternal, and since our sins transgress or violate His very nature, the penalty for our sins is eternal death. In other words, the punishment is to be forever separated from the conscious presence of God and all of His blessings. This is what Hell is.

Since our sins are primarily against God, a being who is eternal, who has no beginning or end, the punishment for our sins is eternal. Since God is eternal, only He could perfectly pay the penalty of our sins. So Jesus, our substitute, had to be fully God. He could die, or be separated from God, for us. A Jesus that is not God is not a sufficient sacrifice for our sins.

This way both sides are covered. As a true human being, Jesus' death covers who we are. As fully God, Jesus' death covers whom we sin against.

Taken together, this is good news in that God wants to forgive you of your sins or all of the bad things that you have done. He wants for you to believe in Him and trust in Him for eternal life. For you to enter into a personal relationship with Him today.



Editorials are welcome. 250 words or less. Email to: news@meridianweekly.com Must include name.



I am amazed at how difficult trying to add ink to paper can be at times. Yup, I have been suffering from writer's block. I guess that you could call it an emphatic euphemism! Sometimes it seems to take forever for a thought to unfold in my consciousness. That is probably why I get so excited over minor discovers that I make. At one time in the back of my property I had found pink Queen Anne's Lace. That was about twenty years ago and then I lost sight of them and thought that I had mowed them into extinction. I have had the pleasure of finding another patch of them and decided not to bother them with the mower anymore. I hope that each of the coming years that they will become more abundant. Besides that it gives me a reason to keep a country meadow patch in my yard. I will probably trim off any plain white blossoms in the vicinity to hopefully help the pink become more prominent.

My garden is looking good except for one of my buttercup squash plants which had been annihilated by some unseen source. I will pick up some Seven in my spare time today. I don't have to be up at the shop until seven when we open today. Of course I have some special orders to get filled and I have to bake like a crazy woman when I get back home. Tomorrow is the St John's Farmer's Market and I will be there by seven. I need to get a variety of quick breads made, probably I will be making pineapple zucchini, chocolate zucchini, hummingbird, banana nut, and blueberry lemon breads. I also need to make some old fashioned yeast breads and I may add some cheddar jalapeno bread and I mustn't forget the onion bread.

As you see, even though my thought process is a bit hampered I still have events and times to focus upon. My last couple of weeks have been very busy and what I consider a bit pricey. I finally decided to replace the deer demolished Focus with a mid-sized vehicle. I found a Buick La Cross to fill the void. Of course it is a used vehicle, with about a hundred thousand highway miles on it but I believe that it should last about another fifteen years or more since I still use my pickup. In all actuality, it is simpler to get into and out of Silverado. Or at least that is how it works for me. But I can use the La Cross to take day trips with a group of my friends and the laughter and chatter that ensues is a delight to my senses.

Right now, the Silverado is sitting at my front steps because I have two fifty pound bags of flour to bring into the house. It will be sitting there when I get home this afternoon and by then I will have the focus to get it into the kitchen where it belongs. It has been sitting on the passenger seat since the thunderstorm that we had last Thursday. I didn't think that I had the physical strength to get it from the driveway to the kitchen and didn't want to drive on the rain soaked lawn. Decisions, decisions...

July is nearing its end this year, which means that summer will soon be over and that the longest day of the year has come and gone already. This year seems to be rushing by and I seem to be lagging behind worse then ever!!. It is almost five this morning and I really do need to get moving. I think that I will put on a pot of coffee to get my day started correctly and move on from there. Did I mention that I was blessed with a sell out at the St Louis market yesterday? The flip side to that is that I had to sit around in the heat until the vendors that were on either side of me tore down so that I could get out. Note, the Silverado doesn't have air conditioning. I better check the scales, maybe it melted off a couple of pounds. I think that is wishful thinking but stranger things have been known to happen.

My alarm went off fifteen minutes ago and I do have a double batch of chocolate zucchini bread in the oven and a batch of pineapple zucchini in the making. I have taken my vitamins and am ready to face a new day. The coffee tastes good and the collagen seems to be working. May God bless you with days filled with wonder and good friends.

Crystal Mitchell©2023



### Peter Madcat Ruth's C.A.R.Ma. Quartet Performs on August 2

submitted by Bill Tennant

Peter Madcat Ruth's C.A.R.Ma. Quartet, out of Ann Arbor, will bring their unique sound to the St. Johns stage on Wednesday, August 2nd for a wonderful evening of music that will expand your listening experience. You will hear somethings jazzy, folksy, bluesy, along with American Roots and World Music. This wonderful program will take place at 7:00pm in the William E. Tennant Performance Shell in the beautiful St. Johns City Park.

"Don't be afraid of this wonderful mix of musical styles," states Bill Tennant, Concert in the Park coordinator. "What makes this group extremely special is the fact that every one of the professional musicians is outstanding with national and international touring experience. This unique group will entertain you throughout the evening with their interesting eclectic traditional and improvisational blending music, as each musician adds their personal wide-ranging experiences to the mix."

Peter Madcat Ruth is a Grammy Award-winning virtuoso harmonica player. He has established an international reputation through his exhilarating, riveting virtuosity on the harmonica, considered one of the best in the world. Madcat has toured with the likes of Dave Brubeck and others, and can be heard on over 130 CDs and LPs.

John Churchville is a Grammy Award-winning tabla drummer. He earned a degree in World Music Performance from the esteemed California Institute of Arts, moving back to Michigan in 2006. John was recording and performing with, and a founding member of, the award-winning Indian fusion group, Sumkali.

Brennan Andes has been a diverse member and bon vivant of the Ann Arbor music scene for over two decades. Having toured nationally and internationally, he is all about making people dance and smile.

Dan Ripke has been a professional musician and educator for nearly 30 years. He toured and performed with the rockbluegrass quintet, Back Forty, for 15 years, then with a variety of other groups. His fondness for many musical genres shows in his playing.

The concert in the Park series is co-sponsored by the Clinton County Arts Council and the City of St. Johns. The concerts are open to the public free of charge – donations are graciously accepted. The Lion's Club food trailer will be available this year and as always, all concerts are presented every Wednesday rain or shine.

So, set your GPS to: 801 W Park St, St Johns - bring a chair or blanket and enjoy! The CCAC receives funding from the Michigan Council for Arts & Cultural Affairs and the National Endowment for the Arts.



### PAGE 4

July 30, 2023 - THE MERIDIAN WEEKLY - FAX (989) 834-2066 - PHONE (989) 834-2264 - e-mail news@meridianweekly.com

PAGE 5

### Continued on page 6

### CITY OF OVID COUNTY OF CLINTON STATE OF MICHIGAN **ORDINANCE NO. 140**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF WATER SYSTEM IMPROVEMENT REVENUE BONDS BY THE CITY OF OVID, CLINTON COUNTY, MICHIGAN, FOR THE PURPOSE OF DEFRAYING A PORTION OF THE COST OF CONSTRUCTING CERTAIN IMPROVEMENTS TO THE CITY'S WATER SYSTEM, LOCATED IN THE CITY OF OVID, TOGETHER WITH ANY NECESSARY RIGHTS IN LAND AND APPURTENANCES THERETO: PRESCRIBING THE FORM OF THE BONDS; PROVIDING FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COST OF THE OPERATION AND MAINTENANCE OF THE SYSTEM; PROVID-ING FOR THE PAYMENT OF THE BONDS; PROVIDING FOR THE SEGREGATION AND DISTRIBUTION OF THE REV-ENUES FROM THE SYSTEM; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND ENFORCE-MENT THEREOF; AND PROVIDING FOR OTHER MATTERS RELATED TO THE BONDS AND THE SYSTEM.

WHEREAS, it has been determined by the City Council of the City of Ovid, Clinton County, Michigan (the "City" or the "Issuer"), that it is necessary for the public health and welfare of the City to make certain improvements to the City's water system (the "System"), including, but not limited to, (A) the replacement of certain water mains; (B) the replacement of certain lead and non-lead service lines; (C) the replacement of water meters; (D) the installation and construction of water main loops and related improvements and equipment; (E) the replacement of filter media, and upgrades to valves, at the water treatment plant; (F) site improvements, including, but not limited to, pavement, sidewalk and lawn/grass restoration; (G) acquiring necessary easements and rights in land; and (H) making other necessary and related system improvements and acquiring related equipment, as well as paying engineering and financing costs (the "Project"); and

WHEREAS, the total cost of the Project, including incidental expenses, and legal, financing, engineering and other related issuance costs, has been estimated by the City's engineers, Fleis & Vandenbrink, to be approximately Nine Million Eight Hundred Twenty Thousand Dollars (\$9,820,000); and

WHEREAS, the City Council has determined that it is in the best interests of the City to finance a portion of the cost of the Project through the issuance of bonds; and

WHEREAS, in order to maintain reasonable rates and charges and continue to provide sufficient funds for the operation and maintenance of the System, and to provide for the acquisition and construction of the Project, the City is authorized and does determine it to be in the best interests of the City to issue revenue bonds, which shall be secured by a statutory lien against the System's revenues as provided by the Revenue Bond Act of 1933, Act 94, Public Acts of Michigan, 1933, as amended (MCL 141.101, et seq.) (the "Act"); and

WHEREAS, the City Council determines that a portion of the cost of the Project is to be defrayed by the issuance of not to exceed Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000) 2023 Water System Improvement Revenue Bonds (the "Bonds"), to be issued in one or more series; and WHEREAS, the City Council determines that it is in the best interests of the City to finance a portion of the cost of the Project through the issuance of the Bonds pursuant to the State Revolving Fund/Drinking Water Revolving Fund Program(s) (the "SRF Program") administered by the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"); and

WHEREAS, the City has been approved by the Michigan Department of Treasury as a qualified issuer of municipal securities, and all things necessary for the authorization and issuance of revenue bonds under the Constitution and laws of the State of Michigan, ordinances and resolutions of the City, and particularly the Act, have been done, and the City is now empowered and desires to authorize the issuance of the Bonds; and

WHEREAS, the City Council desires to negotiate the sale of the Bonds to the Michigan Finance Authority (the "MFA" or the "Authority") as it is in the best interests of the City to issue the Bonds through a negotiated sale to the MFA based upon the favorable terms and reduced costs of issuance that are available through the MFA pursuant to EGLE's SRF Program, and to authorize the execution and delivery of any and all documents necessary to effectuate the sale and delivery of the Bonds to the Authority. NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF OVID ORDAINS:

1. Necessity; Cost Estimate; Useful Life. It is hereby determined and declared to be necessary for the public health and welfare of the residents of the City to improve the System by constructing and acquiring the Project, and the City Council determines that the estimated cost of the Project, including incidental expenses, is approximately Nine Million Eight Hundred Twenty Thousand Dollars (\$9,820,000), and the period of usefulness of said improvements to be not less than thirty (30) years.

2. Payment of Costs. To pay a portion of the cost of acquiring and constructing the Project, including the payment of any bond discount and other costs of issuance, it is hereby determined that there be borrowed upon the credit of the income and revenues of the System the sum of not to exceed Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000), and that revenue bonds be issued therefor under the provisions of the Act. The remaining Project costs will be paid for from available City funds on hand.

3. The Michigan Finance Authority. The City Council, based upon consultations with and recommendations from its financial consultant and bond counsel, hereby determines that it is in the best interests of the City to issue the Bonds through a negotiated sale to the MFA, rather than sell the Bonds at a public sale, based upon the favorable terms [including the interest rate(s)] and reduced costs of issuance that are available through the MFA pursuant to EGLE's SRF Program. In the event that the Bonds are sold to the MFA, the following subprovisions shall apply:

(a) Purchase Contract. The Bonds are hereby authorized to be sold to the MFA pursuant to the Act, Act 227 of 1985, Act 34 of 2001, and other applicable statutory provisions, and to bear an original issue date, and bear interest at the rates as shall be determined by the City's Mayor, City Clerk, or City Treasurer (each an "Authorized Officer"). In the event that the Bonds are sold to the MFA, the Issuer hereby approves, and an Authorized Officer is hereby authorized and directed to execute and deliver, a Purchase Contract (in substantially the form as attached hereto as Exhibit B), a Supplemental Agreement, a Revenue Sharing Pledge Agreement, if necessary and/or required by the MFA, and an Issuer's Certificate as provided by the MFA for the sale to the MFA of the Bonds, if, in the judgment of the Authorized Officer, the interest rate or rates on the Bonds and other terms and conditions of the Purchase Contract and other agreements and certificates are within the parameters established in this Ordinance and in the best interests of the City to accept

(b) Discount. The City hereby authorizes the sale of the Bonds to the MFA at a discount of not to exceed five percent (5%), and an Authorized Officer is hereby authorized and directed to approve the specific discount offered by the MFA and the interest rates for the principal amount of the Bonds, if, in the Authorized Officer's judgment, the discount, interest rates and principal amount of the Bonds are in the best interests of the City to accept.

(c) MFA's Depository. Notwithstanding any other provision of this Ordinance, so long as the MFA is the owner of the Bonds, (a) the Bonds are payable as to principal, premium, if any, and interest at the designated corporate trust office of the MFA's Depository, or at such other place as shall be designated in writing to the Issuer by the MFA; (b) the Issuer agrees that it will deposit with the MFA's Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of the Bonds shall be given by the Issuer and received by the MFA's Depository at least 40 days prior to the date on which such redemption is to be made. In the event of a default in the payment of principal or interest thereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest

which is one percent above the MFA's cost of providing funds (as determined by the MFA) to make payment on the bonds of the MFA issued to provide funds to purchase the Bonds, but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the MFA has been fully reimbursed for all costs incurred by the MFA (as determined by the MFA) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the MFA. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the MFA) the investment of amounts in the reserve account established by the MFA for the bonds of the MFA issued to provide funds to purchase the Bonds fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the MFA issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro-rata share (as determined by the MFA) of such deficiency as additional interest on the Bonds. (d) Prior Redemption. The Bonds may be subject to redemption prior to maturity by the City only with the prior written consent of the MFA and on such terms as may be required by the MFA.

Notice of redemption of any bond shall be given at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner(s) at the registered address shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in any denomination. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in an aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered owner thereof. No further interest payment on the bonds or portions of the bonds called for redemption shall accrue after the date fixed for redemption, provided funds are on hand with the Bond Registrar to redeem same.

(e) The Issuer hereby agrees to and approves the inclusion of the following terms and conditions in the Bonds and other related closing documents and certificates in substantially the form as provided below:

(1) The Issuer promises to pay to the Authority the principal amount of the Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through EGLE.

(2) Interest is first payable April 1, 2024, and semiannually thereafter, and principal is payable on the first day of October, commencing October 1, 2025 (as identified in the Purchase Contract) and annually thereafter, or such other principal and interest payment dates as determined and approved by an Authorized Officer. The bond term shall not exceed thirty (30) annual installments/principal maturities, as determined and approved by an Authorized Officer. The Bonds shall be interest at the interest rate identified in the Purchase Contract

(3) Bonds may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

(4) Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at the Authority's Depository or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

(5) In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payments on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been full reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

(6) During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which state ment shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

(7) Such other standard terms and provisions as may be reasonably required by the MFA for Bonds issued pursuant to the SRF Program

4. The Bonds. The Bonds of the Issuer aggregating the principal sum of not to exceed Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000) shall be issued for the purpose of paying the cost of the Project. The Bonds may be issued in one or more series, with the aggregate principal amount(s) not to exceed Four Million Nine Hundred Fifty Thousand Dollars (\$4,950,000). The Bonds shall be designated "2023 Water System Improvement Revenue Bonds"; shall be dated the date of delivery; shall be fully registered Bonds as to principal and interest; shall be issued in any denomination approved by the Issuer and the Authority, shall bear interest at a rate or rates to be hereafter determined not exceeding four percent (4%) per annum. An Authorized Officer is hereby authorized to determine and approve the maturity schedule and the principal payment amounts, the interest payment dates, determine (after consultation with the City's bond counsel and financial consultant) the priority of the statutory lien on the Net Revenues of the System associated with the Bonds, and/or reduce the principal amount of the borrowing as deemed necessary and reasonable to the Project

5. Bond Execution. The Mayor and City Clerk are hereby authorized to manually sign, or cause their facsimile signatures to be affixed to, the Bonds in conformity with the above specifications and the Treasurer is hereby authorized and directed to deliver the Bonds and to the purchaser thereof upon receipt of the purchase price and accrued interest, if any. 6. Lost, Destroyed, Mutilated Bonds. If any Bond shall become mutilated, the Issuer, at the expense of the bondholder, shall execute, and the paying agent, if any, shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond upon surrender to the paying agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the paying agent and, if this evidence is satisfactory to both the paying agent and the Issuer, an indemnity satisfactory to

Continued on page 7

agent shall thereupon authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being §§ 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the paying agent may pay the same without surrender thereof.

7. Bond Form. The Bonds shall be in substantially the form as attached hereto as Exhibit A. The Mayor and City Clerk are authorized to execute the Bonds manually or by facsimile signature if authorized by law.

Mayor's Authority. The Mayor, or a designee thereof, if permitted by law, is hereby authorized to:

 (a) file with the Department within fifteen (15) business days after issuance of the Bonds, any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.

(b) execute and file any necessary applications for approvals or waivers from the Department, the MFA, and/or EGLE.9. Application for Approval to Issue Bonds. If necessary, the Mayor or a designee thereof is hereby authorized to

cause an application to be filed with the Local Audit and Finance Division of the Department for approval to issue and sell the Bonds, and the Treasurer is authorized to provide the necessary sum to accompany said application, and to take such other steps as are necessary to sell said Bonds. 10. Delegation of Authority. The Authorized Officers, and all other officers, agents and representatives of the Issuer

and each of them shall appoint a paying agent/bond registrar, and execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this Ordinance or the Bonds. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

11. Bond Counsel. Thrun Law Firm, P.C., is hereby appointed as bond counsel for the City and the Authority with reference to the issuance of the Bonds. Further, Thrun Law Firm, P.C., represents no other party with respect to the issuance of the Bonds.

12. Advance Payment of Project Costs. The advance payment for the Project is hereby approved, and the monies are authorized to be advanced from monies on hand in the Issuer's General Fund, Water System Fund, or other appropriate fund, which monies will be repaid to the General Fund, Water System Fund, or other appropriate fund, with a like amount, plus interest from the date of withdrawal, from the proceeds of the Bonds when received. The Issuer shall reimburse the General Fund, Water System Fund, or other appropriate fund, which the costs and expenses are paid and not later than the later of:

(a) the date that is eighteen (18) months after the costs and expenses are paid; or

(b) the date the Project placed in service or abandoned, but in no event more than three (3) years after the costs and expenses are paid.

13. Security for Bonds. The Bonds hereby authorized, together with interest thereon, are payable from the net income and revenues to be derived from the operation of the System. To pay such principal and interest as and when same shall become due, there is hereby created a statutory lien upon the whole of the net revenues of the System, the priority of which lien shall be determined by an Authorized Officer, or a designee thereof, to continue until the payment in full of the principal and interest on said Bonds and said revenues shall be set aside for that purpose and identified as the "2023 Water System Revenue Bond and Interest Redemption Fund Account" as hereinafter specified.

14. Custodian of Funds. The Treasurer shall be custodian of all funds belonging to and/or associated with the System and such funds shall be deposited at a bank to be determined by the Treasurer, which bank shall be insured by the Federal Deposit Insurance Corporation. The Treasurer is hereby directed to create the following funds and accounts into which the bond proceeds and the revenues and income from the System shall be deposited, which accounts shall be established and maintained, except as otherwise provided, so long as any of the Bonds hereby authorized remain unpaid:

(a) Construction Account. The proceeds of the Bonds hereby authorized shall be deposited in the Construction Account in a bank to be determined by the Treasurer, which bank shall be insured by the Federal Deposit Insurance Corporation. Said moneys shall be used solely for the purposes for which the Bonds were issued.

Any unexpended balance of the proceeds of sale remaining after completion of the Project herein authorized may, in the discretion of the City Council, to the extent of fifteen percent (15%) of the amount of the Bonds authorized by this Ordinance, be used for further improvements, enlargements and extensions to the System, provided that at the time of such expenditure or such use be approved by the Local Audit and Finance Division of the Department or successor agency. Any remaining balance after such expenditure shall be paid into the Bond and Interest Redemption Account and shall be used for such purposes as allowed by law.

After completion of the Project and disposition of remaining bond proceeds, if any, pursuant to the provisions of this section, the Construction Account shall be closed.

(b) System Receiving Fund Account. The gross income and revenues of the System shall be set aside into a separate account to be designated the Receiving Fund Account, and monies so deposited therein shall be expended and used only in the manner and order as follows:

(1) Operation and Maintenance Account. Prior to the beginning of each fiscal year, the City will prepare an annual budget of the System for the ensuing fiscal year, itemized on the basis of monthly requirements. There shall be set aside and deposited each quarter pursuant to the budget a sufficient portion of the income and revenue in the Operation and Maintenance Account to pay the reasonable and necessary current expenses of administering, operating and maintaining the System for the ensuing quarter.

(2) Bond and Interest Redemption Account. After the transfer required in (1) above, there shall be transferred each quarter from the System's Receiving Fund Account, before any other expenditures or transfer therefrom, and deposited in the System's Bond and Interest Redemption Fund Account (hereinafter called "Bond and Interest Redemption Account"), for payment of principal and interest on the Bonds a sum equal to at least one-half (½) of the amount equal

to the interest due on the next ensuing interest due date and not less than one-fourth (1/4) of the principal maturing on April 1 of each year thereafter. If for any reason there is a failure to make such quarterly deposit, then an amount equal to the deficiency shall be set aside and deposited in the Bond and Interest Redemption Fund Account of the net revenues in the ensuing quarter or quarters, which amount shall be in addition to the regular quarterly deposit required during such succeeding quarter or quarters.

No further payments need be made into the Bond and Interest Redemption Account after enough of the Bonds have been retired so that the amount then held in said Account is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the Bonds then remaining outstanding.

(3) General Purpose Account. The balance of income and revenue after the transfers required in (1) and (2) above have been made, shall be deposited to a General Purpose Account, which Account shall be used and disbursed only for the purpose of paying the cost of repairing or replacing any damage to the System, which may be caused by an unforeseen catastrophe, for making extensions or improvements to the System, and when necessary, for the purpose of making payments of principal and interest on the Bonds hereby authorized if the amount in the Redemption Fund Account is not sufficient to meet such payments, then these funds shall be transferred to the Redemption Account. The funds in the General Purpose Account may be invested in obligations of the United States or such other obligations as are permitted by law. Any such investment will be a part of the General Purpose Account.

(4) Surplus Monies. Whenever there shall accumulate in the Redemption Fund Account amounts in excess of the requirements during the next eighteen (18) months for paying the principal of Bonds falling due and interest on out-

standing Bonds and in the excess of the requirements of the Operation and Maintenance Account hereinbefore established, such excess may be used by the City for redemption of Bonds in the manner set out below or for any lawful purpose of the Issuer provided that the General Purpose Account is also fully funded and the City Council determines that such funds will not be required for extraordinary maintenance expenses.

All monies remaining in the System's Receiving Account at the end of any operating year after satisfying the above requirements may be transferred to the Bond and Interest Redemption Account and used to call Bonds for redemption, or at the option of the City, transferred to the General Purpose Account and used for the purposes for which said Account was established: provided, however, that if there should be a deficit in the Operation and Maintenance Account, Bond and Interest Redemption Account or the General Purpose Account, on account of defaults in setting aside therein the amount hereinbefore required, then transfers shall be made from such funds remaining in the System's Receiving Account to such funds in the priority and order named, to the extent of such deficits. 15. Rates and Charges. Prior to the issuance of the Bonds, rates and charges for the services of said System will be fixed in an amount sufficient to pay the costs of operating and maintaining the System, and to provide sufficient revenue for principal and interest, debt service, replacement and improvement requirements and all other requirements provided herein, and otherwise comply with the covenants herein provided. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of said System and the cost of maintaining, repairing and operating the same and the amounts necessary for the retirement of all Bonds and accruing interest on the Bonds and such amounts as may be necessary to meet the requirements of the preceding section.

16. Investment of Funds. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds, may be invested by the Issuer in United States of America obligations or in obligations the principal of and interest on which is fully guaranteed by the United States of America, and moneys derived from the proceeds of sale of the Bonds may also be invested in certificates of deposit of any bank whose deposits are insured by the Federal Deposit Insurance Corporation. Investment of moneys in the Redemption Account being accumulated for payment of the next maturing principal or interest payment on the Bonds shall be limited to obligations bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the funds in the Receiving Account, Operation and Maintenance Account and Improvement Account shall be deposited in or credited to the Receiving Account at the end of each fiscal year. Interest earned on the Bond and Interest Redemption Account shall be used to pay debt service on the Bonds and the next required transfer from the Receiving Account shall be reduced accordingly.

17. No Free Service. No free service shall be furnished by the System to any individual, firm or corporation, public or private, or to any public agency or instrumentality.

18. Covenants. The Issuer covenants and agrees that so long as any of the Bonds hereby authorized remain unpaid as follows:

(a) It will comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b) It will cause to be maintained and kept proper books of record and account, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the System. Not later than sixty (60) days after the close of each operating year, the City Council will cause to be prepared, on forms furnished by the Local Audit and Finance Division, if such forms are available, a statement in reasonable detail, sworn to by its Treasurer, showing the cash income and disbursements of the System during each operating year, the assets and liabilities of the System at the beginning and close of the fiscal year, and such other information as is necessary to enable any taxpayer of the Issuer, user of the service furnished, or any holder or owner of the Bonds, or anyone acting in their interest, to be fully informed as to all matters pertaining to the financial operation of the System during such year. Such statement and books of record and account shall at all reasonable times be open to inspection by any taxpayer of the Issuer will also cause an annual audit of such books and records and account for the preceding operating year to be made by a recognized independent certified public accountant, and will mail such audit to the supervisor/manager of the account or syndicate purchasing the Bonds. Such audit shall be completed and so made available not later than six (6) months after the close of each operating year.

(c) The Issuer will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System of the kind and in the amounts normally carried by municipalities engaged in the operation of municipal water systems. All monies received from losses under such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purposes of calling Bonds.

(d) The Issuer will not voluntarily dispose of or transfer its title to the System or any part thereof, including lands and interest in lands, by sale, mortgage, lease or other encumbrances, without obtaining the prior written consent of at least 51% of the Bond holders of the then outstanding Bonds.

(e) Any extensions to or improvements of the System shall be made according to sound engineering principles and plans.

(f) The Issuer will periodically review the System's rates and charges for services to ensure that same are adequate to pay the costs of operating and maintaining the System and to provide sufficient revenue for the payment of principal and interest on the Bonds, debt service, replacement and improvement requirements, and any other necessary and reasonable expenses and charges. If the System's rates and charges are found to be insufficient to pay the aforementioned expenses and costs, the Issuer shall adjust the System's rates and charges as necessary to comply with this provision. Said review of the System's rates and charges shall be conducted at least annually.

19. Rates, Billing and Enforcement. The rates charged for the services of the System, and the billing, enforcement, and collection of charges for such services, as well as the general management of the System, shall be as currently provided by the ordinances and resolutions of the City.

20. Additional Bonds. The Issuer may issue additional bonds of equal standing for the following purposes and on the following conditions:

(a) To complete construction of the Project according to the plans set forth in Section 1, bonds in the amount necessary may be issued.

(b) For the purposes of making reasonable repair, replacement, improvements or extensions to the System, additional bonds of equal standing may be issued if the Net Revenues of the System for the fiscal year preceding the year in which such additional bonds are to be issued were one hundred percent (100%) of the average annual debt service requirements on all Bonds then outstanding and together with projected net revenues equal or exceed one hundred percent (100%) of proposed new debt service on all bonds including the bonds to be issued.

The accounts and funds herein established shall be applied to all additional bonds issued pursuant to this section as if said bonds were part of the original bond issue and all revenue from any such extension or replacement constructed by the proceeds of an additional bond issue shall be paid to the System's Receiving Fund Account mentioned in this Ordinance.

Except as otherwise specifically provided, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of

### Continued on page 8

PAGE 7

the System shall be incurred or issued by the City unless the same shall be junior and subordinate in all respects to the Bonds herein authorized.

21. Ordinance Shall Constitute Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the bondholders and after the issuance of such Bonds, this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders, nor shall the Issuer adopt any law, ordinance or resolution in anyway adversely affecting the rights of the holders so long as said Bonds or interest thereon remains unpaid.

22. Default of the Issuer. If there shall be default in the Redemption Account, provisions of this Ordinance or in the payment of principal or interest of any of the Bonds, upon the filing of a suit by twenty percent (20%) of the holders of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Bonds and for the payment of operation expenses and to apply income and revenues in accordance with this Ordinance and the laws of Michigan. The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the City obligations, all contracts and other rights of the Issuer conditionally, for such time only as such receiver or operator shall operate by authority of the court.

The holders of twenty percent (20%) of the Bonds in the event of default may require by mandatory injunction the raising of rates in a reasonable amount.

23. Fiscal Year of System. The fiscal year for the operation the System is from January 1 to December 31 of each year. 24. Application to Department of Treasury and Other Governmental Agencies. The Mayor, City Clerk, City Treasurer, members, staff, counsel and Bond Counsel for the Issuer, or any of them, are authorized on behalf of the Issuer to apply for such rulings, order and approvals and file or submit such elections or other documents to any governmental agency and execute all necessary documents on behalf of the City in order that the Bonds may be validly issued and the interest thereon be exempt from federal income taxation and are further hereby authorized to execute, date and deliver such other certificates, documents, instruments, and opinions and other papers as my be required by the Purchase Contract or as may be necessary or convenient to effectuate the sale and delivery of the Bonds in accordance with the terms of the Purchase Contract.

25. Financial Consultant. The financial consulting firm of Baker Tilly Municipal Advisors, LLC, is hereby appointed as financial consultants to the City with reference to the issuance of the Bonds herein authorized.

26. Conflict and Severability. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and each section of this Ordinance and each subdivision of any section thereof is hereby declared

to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void, shall not be deemed to affect the validity of any other section or subdivision of this Ordinance.

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

 Publication and Recordation. This Ordinance shall be published once in full in a newspaper of general circulation within the corporate limits of the City, qualified under Michigan law to publish the legal notice, promptly after its adoption.
 Effective Date. This Ordinance is hereby determined to be immediately necessary for the preservation of the public health and safety of the Issuer and shall be in full force and effect from and after its passage and publication as required by law.

APPROVED AND ENACTED by the City Council of the City of Ovid, County of Clinton, State of Michigan, on July 17, 2023.

William Lashe, Mayor Josefina Medina, City Clerk, City of Ovid

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly enacted by the City Council of the City of Ovid, County of Clinton, State of Michigan, at a regular meeting held on Monday, the 17th day of July, 2023, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the

meeting were kept and will be or have been made available as required by the Act.

I further certify that the following Council Members were present at the meeting: Mr Ordiway, Mrs. Older, Mr, Brown, Ms, Perrien, Mr, Starn, Mr, Perrien, and Mr, Lasher,

Mr. Ordiway, Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn, Mr. Perrien

and that the following Council Members were absent: None.

I further certify that Čouncil Member, Mr. Brown moved enactment of the Ordinance, and that the motion was supported by Council Member Mrs. Olger.

I further certify that the following Council Members voted for enactment of the Ordinance:

YEAS: Mr. Ordiway, Mr. Perrien, Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn and Mr. Lasher

and that the following Council Members voted against enactment of the Ordinance:

NAYS: None

I further certify that the Ordinance has been recorded in the Ordinance Book and that the recording has been authenticated by the signatures of the Mayor and the City Clerk.

Josefina Medina, City Clerk, City of Ovid

### EXHIBIT A UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF CLINTON CITY OF OVID

### 2023 WATER SYSTEM IMPROVEMENT REVENUE BOND

Rate	Principal Amount	Maturity Date	Date of Original Issue
%	\$	, 20	, 2023

**REGISTERED OWNER:** 

CITY OF OVID, COUNTY OF CLINTON, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Michigan Finance Authority (the "Authority" or "MFA"), primarily from the net revenues of the Issuer's water system, including all appurtenances, additions, extensions and improvements thereto (the "System"), the Principal Amount of this Bond specified above, in lawful money of the United States of America on the Maturity Date specified above, with interest thereon from the Date of Original Issue specified above, or subsequent dates of the installment deliveries as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, until paid at the Rate specified above (the "Bond" or "Bonds"), provided that the principal repayments required herein to be paid to the Authority shall not exceed the total of the principal installments received.

Interest is first payable \_\_\_\_\_\_\_ 1, 20\_\_, and semiannually thereafter, and principal is payable on the first day of \_\_\_\_\_\_ commencing \_\_\_\_\_\_\_ 1, 20\_\_ (as identified in the Purchase Contract) and annually thereafter. This Bond is a single instrument, numbered 1, evidencing multiple annual maturities delivered in installments aggregating the principal amount of \$\_\_\_\_\_\_, is payable in installments as set forth in Schedule A, and is issued pursuant to Ordinance No. \_\_\_\_\_, enacted by the City Council of the Issuer on July 17, 2023 (the "Ordinance"), and under and in full compliance with the constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, for the purpose of defraying a portion of the cost of acquiring and constructing certain improvements to the System.

This Bond is a self-liquidating bond and is payable, both as to principal and interest, [solely/primarily] from the revenues of the System, after provision has been made for reasonable and necessary expenses of operation, administration and maintenance thereof (the "Net Revenues"), and the Net Revenues are hereby irrevocably pledged and a statutory [first] lien thereon is hereby recognized and created. The principal of and interest on this Bond are secured by that statutory [first] lien. This Bond is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter limitation. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which bond is issued, reference is made to the Ordinance.

The Issuer has covenanted and agreed and does hereby covenant and agree to (a) fix and maintain at all times while any bonds, including any principal installments of this Bond, payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this Bond and any additional bonds of equal standing payable from the Net Revenues of the System as and when the same become due and payable, (b) create a bond and interest redemption account therefor, (c) provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and (d) provide for such other expenditures and funds for the System as are required by the Ordinance.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributa ble to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond so the hauthority issued to provide funds to purchase the available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

This Bond may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this Bond have been done, have happened and have been performed in regular and due time and form as required by law. Further, the total indebtedness of the Issuer, including this Bond, does not exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, City of Ovid, County of Clinton, State of Michigan, by its City Council, has caused this Bond to be signed in its name by the manual signature of its Mayor and to be countersigned by the manual signature of its City Clerk, and its corporate seal or a facsimile thereof to be hereunto affixed, all as of \_\_\_\_\_\_, 2023.

, Mayor

CITY OF OVID COUNTY OF CLINTON STATE OF MICHIGAN By:

\_\_\_\_\_

Countersigned: \_\_\_\_\_, City Clerk

July 30, 2023 - THE MERIDIAN WEEKLY - FAX (989) 834-2066 - PHONE (989) 834-2264 - e-mail news@meridianweekly.com

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Continued from page 7

EXHIBIT B City of Ovid Drinking Water Revolving Fund Project No: (Project Number) PURCHASE CONTRACT

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer and ratification by the Authority, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before [ ]. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein,

Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, bonds (the "Bonds") in the principal amount and with the maturities and interest rate as shown on Schedule I and with redemption provisions acceptable to the Authority. The purchase price for the Bonds shall be 100%. The Authority's obligation to disburse Bond proceeds shall be contingent upon funding of the Drinking Water Revolving Fund created by 1997 PA 26 and 1997 PA 27. The method of payment of Bond proceeds to the Issuer shall be as set forth in the Supplemental Agreement among the Issuer, the Authority, and the State of Michigan acting through the Department of Environment, Great Lakes and Energy. The Issuer represents and warrants to, and agrees with, the Authority that the Issuer has, and on the Closing Date

The Issuer represents and warrants to, and agrees with, the Authority that the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (i) to enter into this Purchase Contract, and (ii) to sell and deliver the Bonds to the Authority as provided herein and in the resolution or ordinance authorizing the Bonds and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I.

On \_\_\_\_\_\_, the local preclosing date, the Issuer shall make available for inspection by the Authority at the offices of the Department of Attorney General, Finance Division, Lansing, Michigan, the Bonds, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents"). On \_\_\_\_\_\_, (the "Closing Date"), the Authority shall accept delivery of the Bonds and the Closing Documents and

pay the purchase price for the Bonds. MICHIGAN FINANCE AUTHORITY By: Authorized Officer Accepted and Agreed to this [ ] day of [ ] City of Ovid ("Issuer")

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

### EGLE Project No. EGLE Approved Amt: \$ SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer. Due: Amount of Principal

Date: Installment Due

Interest on the Bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of \_\_\_% [as shown in the applicable fiscal year intended use plan] per annum, payable . 20 \_\_\_\_, and semi-annually thereafter.

\_\_\_\_\_\_\_, 20\_\_\_\_\_, and semi-annually thereafter. The Issuer agrees that it will deposit with U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository) payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 noon on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.



PAGE 8

**Clinton County 86th 4-H Fair** Wednesday, August 2nd at 4:00 p.m. Livestock Sale Laingsburg Family Dental BUICK GMC Leslie Crowell-Powell D.D.S MARK 023 **JIM YANNA** EXCELLENCE **"Tooth Fairy"** STOCK Sales & Leasing Professional AWARD WINNER ORDER ACCEPTING NEW PATIENTS RABBITS • Full Comprehensive Dentistry • From Cleaning to Extractions POULTRY Phone (989) 224-3900 Fax (989) 224-6219 CHAMPION DOZEN EGGS SUNDANCE BUICK, GMC, INC. 231 E. Grand River, Laingsburg • 517-651-5029 1205 N US HWY 27 ST JOHNS, MI 48879 Cellular (517) 803-9334 GOATS iim.vanna@sundancebuick.com HOURS: Mondays 10am-6pm • Tuesday-Thursday 9am-5pm BEEF SHEEP SHIAWASSEE COUNTY FAIR GALLON OF MILK SWINE 2900 E. Hibbard, Corunna • 989-743-3611 AUG. 6-12, 2023 **PROSPECT BEEF** A Real Co www.shiawasseefair.com GATE ADMISSION - Gates Open 9am Adults \$6, Child (6-12) \$4, Child 5 & under FREE; **FRIDAY & SATURDAY** Wednesday Senior Citizens \$4; Sr. Week Long Pass \$12 single; \$20 couple; Sunday \$4 per person OR Purchase A Family Gate Pass, unlimited entry, August 4 & 5 Good Luck 4-Hers All Week Long...2 Adults & Children under 16 \$35 Available at the Fair Office **Truck Light Parade** MILLER'S Sat., Aug. 5 at Dusk GRANDSTAND ENTERTAINMENT SUNDAY, AUGUST 6 **REDI-MIX** NEW!! The Marvelous Mutts 6pm TNT Bump-N-Run Bodtker Ironworks - 2 SHOWS DAILY -MONDAY, AUGUST 7 Blacksmithing 6:30pm Blue Water Micro Wrestling Demos **Tuesday-Friday** - DAILY -**TUESDAY, AUGUST 8** 7pm Shiawassee County Fair Amazing Race - 3 SHOWS ON SATURDAY -6218 S. Wright Rd. WEDNESDAY, AUGUST 9 7pm Lost Nations Rodeo OUTDOOR EVENTS Westphalia THURSDAY, AUGUST 10 SUNDAY - OPENING DAY, Flag Raising (989) 587-6511 Pancake Breakfast 1pm Classic Draft Horse Obstacle Course 5pm Custer's Cowboys Mounted Shooting Team **MONDAY - Livestock Judging** 7pm Mid-MI Horse Pullers TUESDAY - Veteran's Day, Livestock Judging FRIDAY, AUGUST 11 WEDNESDAY - Senior Citizens' Day 7:30pm TNT Figure 8 Derby/Demolition Derby Livestock Judging SATURDAY, AUGUST 12 THURSDAY - KIDS DAY, Livestock Judging 6pm T.T.P.A. Modified Truck & Tractor Pull Parade of Champions WEEKLY GRANDSTAND Package Pass For Adults \$50, Children (6-12) \$25 FRIDAY - LARGE ANIMAL AUCTION DAY Our Certified Service Technicians Specialize In: **SATURDAY - SMALL ANIMAL**  Brakes • Exhaust • Lift Kits • Level Kits • Suspension AUCTION DAY Alignments • Transmission Fluid Changes • Oil Changes FREE AT THE FAIR LIVE IN THE SHOW TENT! • Air Conditioning (any model) • Electrical Diagnostic 2023 RIDE SPECIALS Diesel Engine Repair (light & medium) • Diesel After Treatment Saturday Tuesday Thursday Friday Saturday Ride all week for one price with the Systems • Heavy Duty Trucks • Brake Chambers • Air Suspensions/Air 5:30pm 7-10pm Noon Noon 4pm MEGA RIDE BAND Sparty Pedal Pull Twirling Cornhole Springs • Large Truck Brakes • Turbo Replacements Queen Available in the fair office NOW for \$80; DJ's Competition Gems Tournament Pageant Gas Engines Repair (light & medium) • DOT Inspections as of Fair Week, \$90 Baton TUESDAY - \$20 Armbands 1pm-Close Wednesday Thursday Twirling Saturday Sunday FREE Local Pick-Up and Delivery (Excludes Free Services) Join The Hub Club Today...Ask for Details 7-9pm WEDNESDAY - \$20 Armbands 1pm-Close 4pm 6pm 7pm Blue Water Line ShiaRobots Friday **Dirt Road** THURSDAY - KIDS DAY, \$15 Armbands 1-5pm **Hub Tire Center** Micro Dancing Showcase or \$20 Armbands 5pm-Close 7pm То Wrestling Bad Mojo Nowhere FRIDAY - \$25 Armbands 1pm-Close Pre-show SATURDAY - \$25 Armbands 1pm-Close 819 N. US-27 • St. Johns, MI • 989-224-3218

Thank you to our 2023 Shiawassee County Fair - Exhibitor Guide and Schedule of Events advertisers and supporters.

tioned.

The draft minutes may by requested at the Municipal

them on the City's website at: www.ovidmi.org

and led the pledge of allegiance.

Lasher, Mr. Perrien and Mr. Brown.

ABSENT: Mrs. Olger & Rich Simpson

Val-Vail Shirev and Bradlev Richman.

Kusnier- Treasurer and Josy Medina – Clerk.

by Mr. Perrien to accept the agenda as printed.

Building located at 114 E. Front Street, or you may view

Mayor Lasher opened the regular meeting at 7:00 p.m.

ROLL CALL: Ms. Perrien, Mr. Ordiway, Mr. Starn, Mr.

EX OFFICIOS: Lisa Rousseau - Chief of Police, Liza

VISITORS: Gary Bartow, Al Toman Jr., Michelle Soliz,

Piper Brewer, Patrick Lombardi, Brent Stinson, Heather

AGENDA: A motion was made by Ms. Perrien, second

MOTION CARRIED

by Ms. Perrien to approve the minutes of Regular meet-

MOTION CARRIED

Brown to accept the minutes of the Closed Session held

MOTION CARRIED

invoice/check registry for the period of June 14, 2023

MOTION CARRIED

PUBLIC COMMENT: 1. Mr. Lombardi and Piper Brewer

Executive Director of the Shiawassee Art Center were

present to inform council of the event that will be taking

place at his home located at 400 W. High Street. The

event is to sponsor the Shiawassee Art Center. This is

their biggest event that they do for fundraising. All are

cocktail hour begins at 6 pm and the event will include a

2. County Commissioner Val-Vail Shirey updated coun-

Hollister Road for the new four (4) way traffic light that is

going to be installed. She updated the council on what

is going on with the county regarding the moratorium on

made by Mr. Brown, second by Mr. Perrien to accept the

MOTION CARRIED

POLICE: Discussion was held. A motion was held by

Mr. Brown, second by Mr. Starn to authorize Chief

Rousseau to apply for the grant and authorize Chief

Rousseau to sign all related documents for said grant

so that the candidate may enter into the academy in the

fall or in January and for all wages to be reimbursed by

MOTION CARRIED

Perrien to purchase the desk from the Market Place in

the amount of \$2,000 that the Chief of Police presented

and to authorize the purchase by any means necessary.

MOTION CARRIED

A motion was made by Mr. Starn, second by Ms. Perrien

MOTION CARRIED

NEW BUSINESS: A. Mr. Bartow updated council on

in the full set of minutes which may be viewed at the

the bidding process. His report to council may be read

to approve the Treasurer, Police and DPW reports as

A motion was made by Mr. Starn, second by Mr.

TREASURER: Discussion was held. A motion was

cil that MDOT has already started to prep M-21 &

invited the event will take place on September 23rd.

murder mystery, dinner and a silent auction.

e renewable energy.

the state through the grant.

presented.

bids.

Municipal building.

budget amendments as presented

MINUTES: A motion was made by Mr. Brown second

ing held on June 12, 2023 as printed and the Special

meeting held on June 16, 2023 with correction men-

A motion was made by Ms. Perrien, second by Mr.

CHECK REGISTRY: A motion was made by Ms.

Perrien, second by Mr. Brown to approve the

on June 16, 2023 as printed.

thru July 11, 2023 as presented.

Stinson, Dawn Levey, Ryan Vohwinkle, Dawn Parker,

### CITY OF OVID Synopsis regular meeting July 10, 2023

### MOTION CARRIED

C. Mr. Starn presented the draft policy for the General fund balance policy. Mr. Starn explained the purpose on how our fund balance policy would be used. He asked that everyone read it and if they have any questions, please contact him.

D. Discussion was held on the quotes that were submitted to remodel the DPW Garage for a new break room & office.

E. Discussion was held on the request submitted by Mr. & Mrs. Stinson to connect to the city's sewer. A motion was made by Ms. Perrien, second by Mr. Starn to waive the \$4,300 fee that is no longer needed. MOTION CARRIED

### OLD BUSINESS:

1. Mayor Lasher asked if anyone had questions on the ordinance for the Gas Franchise ordinance with Consumers Energy. No question was asked. Mayor Lasher asked that we stipulate that it was read into the minutes. A motion was made by Mr. Brown, second by Mr. Perrien to adopt ordinance # 96. Mayor Lasher asked the Clerk to take roll call as follows: YEAS: Mr. Starn, Mr. Ordiway, Mr. Perrien, Mr. Brown, Ms. Perrien and Mr. Lasher. NAYS: None. ABSENT: Mrs. Olger. ORDINANCE ADOPTED

Ordinance will be published in its entirety in the Meridian Weekly.

2. A motion was made by Mr. Brown, second by Ms. Perrien to allow the Librarian to pick what they want and the others to be given away to city residents. MOTION CARRIED

3. Mayor Lasher gave an update on the CWSRF for the lagoon project. We scored very low so we won't be high on the list to get the grant. So, now we wait and see. **PARK & REC.**: Discussion was held. A motion was made by Mr. Brown, second by Mr. Ordiway that we hire Arens architecture company to do an onsite evaluation for the city's facilities.

### MOTION CARRIED

Discussion was held. A motion was made by Mr. Starn, second by Mr. Ordiway to allow for the request to have up to four (4) cremains in a plot.

**CARRIAGE DAYS:** Discussion was held. A motion was made by Ms. Perrien, second by Mr. Perrien to authorize Mr. Starn to apply for the liquor license and to have the Mayor and Chief Rousseau to sign said application.

### MOTION CARRIED

Mr. Starn also, requested permission to close the streets from Clinton to Oak on Main Street for an event on August 19, 2023. It will be Food Truck festival and a Pro Wrestling event in the Ovid Lions Club/VFW hall. Discussion was held. A motion was made by Mr. Starn, second by Mr. Ordiway to close streets from Clinton to Oak on Main Street for an event on August 19, 2023 as requested.

### MOTION CARRIED

A motion was made to allow Carriage Days Committee to utilize all city property for the festival. MOTION CARRIED

PLANNING COMMISSION: Discussion was held. A motion was made by Ms. Perrien, second by Mr. Brown to appoint Michelle Soliz to the Planning Commission effective immediately.

MOTION CARRIED ZONING: A motion was made by Mr. Starn, second by

Ms. Perrien to increase Mr. Al Toman's annual pay from \$2,000 to \$2,500 effective immediately.

### MOTION CARRIED

ADJOURNMENT: A motion was made by Mr. Brown, second by Ms. Perrien to close the meeting at 9:10 pm. MOTION CARRIED

B. Discussion was held A motion was made by Mr. Brown second by Mr. Ordiway to schedule the special meeting on July 17, 2023 at 7:00 pm, to discuss the borrowing for the water line project and to award the City of Ovid

DOG DAYS OF SUMMER

# The Ups and Downs of Recycling Continue

submitted by Ellen Link

As the Greater Laingsburg Recyclers have said countless times, the rules of this game are ever changing—which means that, unfortunately, we have new curves to throw at you, detailed below. But don't let that stop you from bringing your recyclable materials to any of this month's collections. Per usual, our drive-thru recycling facility at 7500 Woodbury Rd. will be open the 1st and 3rd Tuesdays (August 1 and 15), 4-6 p.m., and the 2nd and 4th Saturdays (August 12 and 26), 9 a.m. to 1 p.m. Got questions or want to chat? We'll be



Those of you who have been recycling for some time now understand that what we can accept is entirely dependent on what the companies that buy recycled plastics can use to create profitable new products. Last week we learned that the guidelines for what we accept with #1 PET plastics have changed. Where before we were able to take all #1's except for clamshells (used for bakery and produce), we will now be limited to taking only the bottle and jar types that are either clear or transparent blue or green (but no brown or orange). It's enough to drive us all crazy but there is nothing we can do other than apologize to patrons when we must reject certain items; we're forced to abide by the rules of the market.

Most of the #1's we get come in the form of water bottles—oodles of them. Did you know that, as reported by Common Dreams (https://www.commondreams.org/opinion/plastic-and-climate-change), the greenhouse gas emissions resulting from the manufacture of PET plastics are equivalent to running two million cars for a year? Most of the time bottled water is no better than (and sometimes actually is) water from the tap, and even when it's not, a water filter can make it so, costing you—and the environment—far less. Is the convenience of wantonly using plastics worth what it's doing to our climate and environment? You can learn more about the problem on our website (look under "Water Bottles").

On the bright side, we continue to search out new possibilities for recycling. That's how we grew our list to include televisions (\$10-20) and monitors (\$5-10), the fees dependent on type and size (call or check our website); Brita water filters, denim (no more than 5% spandex and

### SYNOPSIS OF THE SPECIAL MEETING JULY 17, 2023

The draft minutes may by requested at the Municipal Building located at 114 E. Front Street, or you may view them on the City's website at: www.ovid-mi.oro.

Mayor Lasher opened the Special Meeting at 7:00 p.m. and led the pledge of allegiance.

ROLL CALL: Mr. Ordiway, Ms. Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn, Mr. Perrien and Mr. Lasher.

ABSENT: None.

**EX OFFICIOS:** Liza Kusnier- Treasurer and Josy Medina – Clerk. **VISITORS:** Shelly Soliz, Andy Campbell, Peyton Stiles

Mayor Lasher introduced Mr. Andy Campbell is here to discuss the financing of the water project.

1. Mayor Lasher presented the resolution #2023-07 titled to tentatively award a, Construction Contract for Water System improvements. Mayor Lasher asked that the resolution been read into the minutes. A motion was made by Mr. Starn, supported by Mr. Brown, to adopt resolution #2023-07 as presented. The Clerk took roll call as follows: YEAS: Ms. Perrien, Mr. Brown, Mr. Perrien, Mrs. Olger, Mr. Starn, Mr. Ordiway, and Mr. Lasher. NAYS: None. ABSENT: None.

### RESOLUTION ADOPTED

The resolution will be published in its entirety in the Weekly. 2. Discussion was held.it was the consensus of the council to do a term of 20 years instead of 30 for the bond.

A motion was made by Mr. Brown moved supported by Mrs. Olger to adopt ordinance #140 titled City of Ovid bond authority and that it was read into the minutes. Mayor Lasher asked the Clerk to take roll call as follows: YEAS:

Mr. Ordiway, Mr. Perrien, Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn and Mr. Lasher. NAYS: None. ABSENT: None. ORDINANCE ADOPTED

### The ordinance will be published in its entirety in the Weekly.

3. A motion was made by Mr. Brown, second by Mr. Ordiway to approve all three invoices that the Clerk presented with a check date of 7/18/2023. MOTION CARRIED

4. A motion was made by Mr. Brown, seconded by Mr. Perrien to agree to do the volunteering option for the Police Union issue. MOTION CARRIED

ADJOURNMENT: A motion was made by Mr. Brown, seconded by Ms. Perrien to close the meeting at 8:53 pm.

MOTON CARRIED

Josefina Medina, Clerk City of Ovid

zippers and metal buttons removed), dental products and empty inkjets, and now optical and hearing aids (batteries removed). The rest, clean and separated, includes: Newspaper and phone books; tin and scrap metal, separated from aluminum; corrugated cardboard (include brown paper bags here); boxboard; mixed office paper and junk mail; magazines; books; plastics- #1 bottles and jars, no clamshells (bakery and produce containers); #2 (milk jugs/cloudy separated from solid color bottles and jars, seam on the bottom-no motor oil containers); and #5 (food cups, tubs and lids, e.g., yogurt, sour cream, etc.); noncorroded household batteries: glass bottles and jars only (all colors), caps and lids removed—no windows, mirror panes or drinking glasses; and electronics.

And don't forget to check out the freebie shelves by the exit door for some great finds, including a variety of books there and in our "tiny library" situated by the road.

For details on what we accept, visit our Facebook page or

website--https://recyclelaingsburg.wixsite.com/mysite. Questions? Contact Terry or Ellen Link at (517) 651-2005 or Beth Lange at 651-6437. New volunteers are always welcome. Help us work toward a sustainable future in our own backyard.



### Cheadle Named Lansing Area Coach of the Year; Half of Roster Honored All-Area

LANSING -- Veteran Laingsburg softball coach Jeff Cheadle was feted as the Greater Lansing Area Coach of the Year -- and half his starting roster was honored as All-Area -- including a pair of underclassmen who made the region's "Dream Team."

Yes. The future looks extremely bright for the Wolfpack softball program.

Cheadle, who is at a remarkable 877 career wins entering the 2024 season, guided the Wolfpack to their

second deepest tournament run in program history with a Division 3 state semifinal appearance to end 2023. He nosed out Leslie's Rich Bradford for Coach of the Year honors.

The honors -- including the prestigious Dream Team -- are named annually by sports writers at the Lansing State Journal. Junior shortstop Ashley Bila and sophomore pitcher Addyson Buchin led the charge for the bevy of Wolfpack play-

ers receiving post-season honors. Bila, a Central Michigan commit and the Dream Team shortstop, earned honorable mention All-State honors in Division 3 after batting .525 with 10 doubles, four home runs and 25 RBI. She helped the Wolfpack to a season that included district and regional titles and a state semifinal appearance.

Buchin went 35-6 and had a 1.50 earned run average. The honorable mention All-State selection struck out 268 and had eight shutouts. Buchin was also a threat at the plate and had 14 doubles, a home run and 49 RBI while batting .391.

Haley Konieczny, a senior outfielder, batted .395 with 49 hits and 39 RBI. She also drew 14 walks. The All-Area OF connected for four homers and nine doubles.

Bella Latuszek, also named to the All-Area team as a 2nd baseman, was a key run producer, slashing 49 hits and driving in 53 runs while batting .380. Latuszek drew 17 walks and her on-base percentage was .440. With the leather, she posted a fielding average of .929 this season.

Savanna Stirm was feted to the Lansing All-Area team as a first baseman. Savvy lined 50 hits and drove in 42 runs while batting .424 with an on-base percentage of .524. She drew 19 walks and struck out just five times. Stirm added 10 stolen bases and fielded .977 with only five errors. She had 200 put outs and 11 assists.

Harper Strouse, a freshman catcher ranks as one of the best defensive catchers in Jeff Cheadle's tenure at Laingsburg, the coach said. That steadiness was one of the keys in the Wolfpack's success as she prevented passed balls and steals, he said. The Lansing All-Area backstop committed just five errors all season with 239 putouts and 15 assists. She caught six runners stealing. Strouse also jolted 36 hits and drove in 36 runs while batting .327 with an on-base pecentage of .417.



Sports

LANSING -- All-Area teams in two different jurisdictions highlighted the summer post-season for local thinclads Jack Borgman, Tryce Tokar, Beau Price, Clay Wittenberg and Kyle Boettcher.

Accolades for a season well-competed? Absolutely.

Two of the four are underclassmen -- Laingsburg's Borgman and and Ovid-Elsie's Tokar -- so we'll be treated to their outstanding pole vault parries for another prep season in 2024.

Marauders Price and Wittenberg graduated with their 2023 classmates in June.

Price, a Marauder senior, finished 19th in the state at the Division 3 finals (53.92). He was sixth at the Greater Lansing Honor Roll Meet in the 400 dash (52.43) and was second at the MMAC Championships in the 400 (52.48). His best time in the

400 was a 52.29 clocking while running fifth at the Division 3 regionals. He was honored on the Lansing All-Area Team and the Argus-Press All-Shiawassee Team at the end of his senior season.

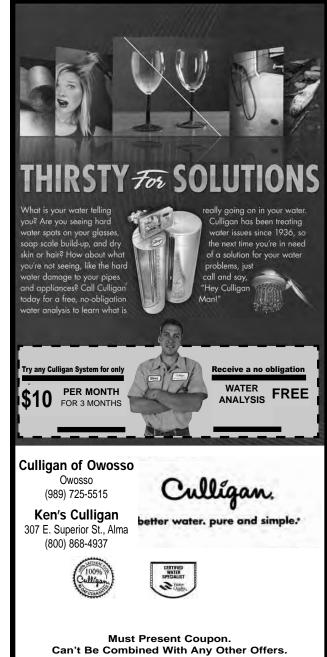
Wittenberg's senior season at O-E was capped with an Honorable Mention selection to the All-Shiawassee Team -besides being the area's top-ranked boys golf Player of the Year. Wittenberg's speciality was the high jump, where his 6' effort was the runner-up effort at this season's MMAC Track Championships. Clay also starred on the football field and basketball court for the Marauders.

Laingsburg's Boettcher was yet another local standout in the pole vault, the senior taking runnerup honors in the CMAC Championships, finishing second to Borgman, clearing 12-6. Kyle was also a standout wrestler for the Wolfpack at 150 lbs.

Tokar, just a sophomore, was the Division 3 State Champion in the pole vault and tied for the Lansing area's top mark at 15-0. He was the Lansing State Journal Honor Roll pole vault runner-up. Tokar repeated as the Division 3 state champ with his personal-best valut. He also placed first at the Division 3 regionals (14-8 1/4), the MMAC Championships (14-0), the Jonathan Nugent Invitational (14-0), the Stockbridge Invitational (13-9), the Marauder Lion's Club Invitational (13-0), the Fowler Under the Lights Invitational (14-0) and the Saginaw Valley State University Indoor Invitational (14-1).

Borgman, a Wolfpack junior, tied for the top mark in the area in the pole vault at 15-0. He was the Lansing area Honor Roll champion and finished as the runner-up at the Division 3 state finals. Borgman broke his own school pole vault record at the Honor Roll meet. He placed second at the Division 3 state finals at 14-9 and was the CMAC pole vault champion at the same 14-9 level. The Wolfpack standout was second at the Division 3 regionals at 14-0. He also won pole vault titles at the Whitmore Lake Relays (14-0), the Chesaning Classic (13-6) and the Williamston Invitational (13-0).









Coach Jeff Cheadle

### Laingsburg High School Holding Army **Combat Fitness Test**

submitted by Natalie Elkins

Compete (no winners-just for your selves) in the Army Combat Fitness Test. Aug 2, at the Laingsburg HS track, 9:00-11am. Dairy Den will be there for the audience, providing ice cream etc.! It's an intro to Basic Training for those thinking about the Armed Forces...and open to all

### **ORDINANCE NO: 96** CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF OVID, CLINTON/SHIAWASSEE COUNTIES, MICHIGAN, for a period of thirty years.

### THE CITY OF OVID ORDAINS:

SECTION I. GRANT and TERM. The CITY OF OVID, CLINTON/SHI-AWASSEE COUNTIES, MICHIGAN, hereby grants to Consumers Energy Company, its successors and assigns, hereinafter called "Consumers" the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the CITY OF OVID, CLINTON/SHIAWASSEE COUNTIES, MICHIGAN, for a period of thirty years

SECTION 2. CONDITIONS. No public place used by Consumers shall be obstructed longer than necessary during construction or repair, and shall be restored to the same order and condition as when work was commenced. All of Consumers' gas lines and related facilities shall be placed as not to unnecessarily interfere with the public's use of public places. Consumers shall have the right to trim or remove trees if necessary in the conducting of such busi-

SECTION 3. HOLD HARMLESS. Consumers shall save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the lines and related facilities hereby authorized. In case any action is commenced against the City on account of the permission herein given, Consumers shall, upon

notice, defend the City and its representatives and hold them harmless from all loss, costs and damage arising out of such negligent construction and maintenance.

SECTION 4. EXTENSIONS. Consumers shall construct and extend its gas distribution system within said City, and shall furnish gas service to applicants residing therein in accordance with applicable laws, rules and regulations. SECTION 5. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive

SECTION 6. RATES and CONDITIONS. Consumers shall be entitled to provide gas service to the inhabitants of the City at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.

SECTION 7. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by either patty. Upon revocation this ordinance shall be considered repealed and of no effect past present or future

SECTION 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDIC-TION. Consumers Remains subject to the reasonable rules and regulations of the Michigan Public Service Commission applicable to gas service in the City and those rules and regulations preempt any term of any ordinance of the City to the contrary.

SECTION 9. REPEALER. This ordinance, when enacted, shall repeal and supersede the provisions of any previous Consumers' gas franchise ordinance adopted by the City including any amendments.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect on July 20, 2023.

We certify that the foregoing Franchise Ordinance was duly enacted by the City Council of the CITY OF OVID, CLINTON/SHIAWASSEE COUNTIES, MICHIGAN, on the 10th day of July 2023

### William Lasher, Mayor

I, Josefina Medina, Clerk of the CITY OF OVID, CLINTON/SHIAWASSEE COUNTIES, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas franchise, was properly adopted by the City Council of the CITY OF OVID, CLINTON/SHIAWASSEE COUNTIES, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.

Josefina Medina City Clerk July 20, 2023

that want a challenge.

"I'm thinking of it like Survivor level fun, stated Coach Nat. Thanks to Army National Guard's Brian Brace (Lake Victoria resident) for bringing this idea to Coach Baynes and myself.'

Please sign up so we know how many-new freshmen to 2023 grads welcome

https://www.signupgenius.com/go/20f0849aea82fa 3f49-lhsarmy#/

# Sports

## **O-E's Spizley Leads Area Lady Thinclads,** Joined by Other Locals on All-Area Team

OWOSSO -- Ovid-Elsie's Alexis Spitzley came on this year to lead her girls track team in a big way, and her efforts paid off in post-season honors recently announced by the Owosso Argus-Press.

Spitzley was named the All-Area Distance Runner of the Year, and also anchored the Marauders' 3200 m relay team that was the top foursome in the area. She was joined by teammates Aubrey Kurka, Piper White, Tava Kvalevog, Izzy Loynes and Jessica Kozlowski, and Laingsburg's Madison Phillips and Emily Rathka on the annual honor squad.

Owosso's Claire Agnew, a pole vaulter, earned top honors as the All-Area Athlete of the Year. Spitzley, a Marauder senior, finished ninth in the state in the 800-meter run at the Division 3 state finals (2:24.25). Her best time in the 800 was 2:22.63, when she placed fourth at the regionals. Spitzley was the Mid-Michigan Activities Conference champion in the 800 run, the 1600 run (in personal-best 5:22.53) and the 3200 run (12:59.03). She helped the Marauders win a team championship in the MMAC. She placed fourth in the 3200 at the Greater Lansing Honor Roll Meet and also took 10th at the Honor Roll Meet in the 1600 run.

The Marauders' 4 x 800 m relay quartet clocked a personal-best time of 10:38.93 while placing fourth at the Division 3 regionals. Making up that team were Kurka, White, Kvalevog and Spitzley.

Phillips, a Wolfpack freshman, was Laingsburg's top selection to the team as a pole vaulter. She placed sixth at the Division 3 state finals in the vault. Madison cleared a personal-best 10 feet even. Phillips also finished second in the CMAC in the pole vault (9-6), was fifth at the Division 3 regionals (8-9) and placed 10th at the Greater Lansing Honor Roll Meet of Champions (8-3).

### City of Ovid COUNTY OF CLINTON STATE OF MICHIGAN **RESOLUTION 2023-07**

### A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

At a regular meeting of the City of Ovid's, City Council held on the 17th day of July, 2023 in the council Chamber room, located at 114 E. Front Street, 7:00

PRESENT: Mr. Ordiway, Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn, Mr. Perrien and Mr. Lasher

ABSENT: None.

A motion was made by Mr. Starn, supported by Mr. Brown to adopt the following Resolution:

WHEREAS, the City of Ovid wishes to construct improvements to its existing water supply system; and

WHEREAS, the water system improvements project formally adopted on June 28, 2022, will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program and USDA; and

WHEREAS, the City of Ovid has sought and received construction bids for the proposed improvements and has received a low bid for the following contracts from the named Contractors,

Montgomery Excavating, LLC

Contract 1 – Watermains

Contract 2 – Water Meters Michigan Pipe and Valve - Saginaw Contract 3 – Filter Media Replacement Peerless-Midwest, Inc. and

WHEREAS, the City's engineer, Fleis and VandenBrink has recommended awarding the contract to the low bidders/named Contractors.

NOW THEREFORE BE IT RESOLVED, that the City of Ovid tentatively awards the contracts for construction of the proposed water system improve ments project to

Montgomery Excavating, LLC for Contract 1 – Watermains for the reduced recommended amount of \$7,400,000.00 (\$Seven Million Four Hundred Thousand and Zero Cents) and

Michigan Pipe and Valve - Saginaw for Contract 2 - Water Meters for the recommended amount of \$328,364.00 (Three Hundred Twenty-Eight Thousand Three Hundred Sixty-Four and Zero Cents), and Peerless-Midwest, Inc. for Contract 3 - Filter Media Replacement for the recommended amount of \$113,532.00 (One Hundred Thirteen Thousand Five Hundred Thirty-Two and Zero Cents) contingent upon successful financial arrangements with the DWSRF and USDA.

Yeas: Mr. Ordiway, Mr. Perrien, Mrs. Olger, Mr. Brown, Ms. Perrien, Mr. Starn and Mr. Lasher

- Nays: None. Abstain. None
- Absent: None

I certify that the above Resolution was adopted by the City Council on July 17. 2023.

Josefina Medina. Clerk City of Ovid

# **CLINTON COUNTY LEGALS**

NOTICE OF MORTGAGE FORECLOSURE SALE Notice of oreclosure by advertisement. Notice is given under section 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following Mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 AM, on August 16, 2023. The amount due on the Mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information. Default has been made in the conditions of a Mortgage made by Bernard Joseph Siebert to Astera Credit Union dated May 20, 2022 and recorded June 1, 2022 as Instrument No. 5325697, Clinton County, Michigan. Said Mortgage is now held by myCUmortgage, LLC by assignment and/or merger. There is claimed to be due at the date hereof the sum of \$331,536.66. Said premises are located in Clinton County, Michigan and are described as: The land is situated in the City of Dewitt, County of Clinton, State of Michigan, as follows: Lot 94, River Wood, City of DeWitt, Clinton County, Michigan, according to the recorded plat thereof, as recorded in Liber 3 of Plats, Page 31, Clinton County Records. Commonly Known As: 1518 Waxwing Dr, Dewitt, MI 48820 Tax Parcel ID: 200-260-000-094-00 Said property is commonly known as 1518 Waxwing Drive, Dewitt, MI 48820. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30

days from the date of such sale. If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsi ble to the person who buys the property at the mortgage foreclo-sure sale or to the mortgage holder for damage to the property during the redemption period. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that any third party purchaser is respon-sible for preparing and recording the Sheriff's Deed. If this is a residential Mortgage, the following shall apply: ATTENTION HOME-OWNER: If you are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the Mortgage at the telephone number stated in this notice. THIS COMMUNICA-TION IS FROM A DEBT COL-LECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU: ARE A DEBTOR IN AN ACTIVE BANK-RUPTCY CASE; ARE UNDER THE PROTECTION OF A BANK-RUPTCY STAY; OR, HAVE RECEIVED A DISCHARGE IN BANKRUPTCY AND YOU HAVE NOT REAFFIRMED THE DEBT, THIS NOTICE IS FOR INFOR-MATIONAL PURPOSES ONLY AND SHOULD NOT BE CON-AND SHOULD NOT BE CON-STRUED AS AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY. Dated: July 10, 2023 Attorney for the party fore-closing the Mortgage: Thomas E. McDonald (P39312) Brock & Scott, PLLC 5431 Oleander Drive Wilmington NC 28(03 PHONE) Wilmington, NC 28403 PHONE: (844) 856-6646 File No. 23-02934

(07-16)(08-06)

# CLINTON COUNTY LEGALS

### Notice of Foreclosure by

Advertisement Notice is given under section 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the Circuit Court in Clinton County, starting promptly at 10:00 AM, on August 30, 2023. The amount due on the mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encour-aged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information Name(s) of the mortgagor(s): Nickolas Barnard aka Nickolas J. Barnard, a Single Man Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Success Mortgage Partners, Inc., its successors and assigns Foreclosing Assignee (if any): PennyMac Loan Services, LLC Date of Mortgage: May 31, 2019 Date of Mortgage Recording: June 6, 2019 Amount claimed due on mortgage on the date of notice: \$159,646.81 Description of the mortgaged premises: Situated in the Township of Bath, Clinton County, Michigan, and are described as: Lot 3 and the North one-half of Lot 4 Block 19 Plat of the Addition to the Village of Bath, Clinton County, Michigan, according to the recorded plat thereof, as recorded in Liber 43 of Deeds, Page 371, Clinton County Records. Commonly Known as: 13621 Webster Rd., Bath, MI 48808 The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a, in which case the redemption period shall be 30 days from the date of such sale, or upon the expiration of the notice required by MCL 600.3241a(c), whichever is later; or unless MCL 600.3240(16) applies. If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961 under MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mort-gage foreclosure sale or to the mortgage holder for damaging the property during the redemption period. Attention Purchaser: This sale may be rescinded by the foreclosing mortgagee for any reason. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest, and the purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney. Attention homeowner: If vou are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the telephone num-ber stated in this notice. This notice is from a debt collector. Date of notice: 07/30/2023 Potestivo & Associates, P.C. 251 Diversion Street, Rochester, MI 48307 248-853-4400 317670

(07-30)(08-20)

Notice of Foreclosure by Advertisement Notice is given under section 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a pub lic auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 AM, on August 9. 2023. The amount due on the mortgage may be greater on the day of sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information: Name(s) of the mortgagor(s): Paul L. Kabelitz and Laura E. Kabelitz, husband and wife Original Mortgagee: Mortgage Electronic Registration Systems, Inc. Foreclosing Assignee (if any): Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2007-NC1, Mortgage Pass-Through Certificates, Series 2007-NC1 Date of Mortgage: August 19, 2006 Date of Mortgage Recording: November 17, 2006 Amount claimed due on date of notice: \$168,152.01 Description of the mortgaged premises: Situated in Township of Victor Clinton County, Michigan, and described as: Commencing at a point North 330 feet. East 264 feet, of the Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 22, Town 6 North, Range 1 West, Victor Township, Clinton County, Michigan: thence North 297 feet. East 734 feet, South 297 feet, West 734 feet to the Point of Beginning. Common street address (if any) 8425 Upton Rd, Laingsburg, MI 48848-9782 The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL 600.3241a; or, if the subject real property is used for agricultural purposes as defined by MCL 600.3240(16). If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278 the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period. Attention homeowner: If you are a military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the tele-phone number stated in this notice. This notice is from a debt collector. Date of notice: July 9, 2023 Trott Law, P.C. 31440 Northwestern Hwy, Suite 145 Farmington Hills, MI 48334 (248) 642-2515

1503197 (07-09)(07-30) Attention homeowner. If you are a

600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash

of the revised judicature act of 1961, 1961 PA 236, MCL

Notice is given under section 3212

Notice of Foreclosure by

Advertisement

or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 AM, on August 23, 2023. The amount due on the mortgage may be greater on the day of calls be greater on the day of sale Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information Name(s) of the mortgagor(s): Wade

G Smith, married man and Elizabeth Fay Smith, by way of signing recorded Loan Modification executed on 11/16/2017

Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns Foreclosing Assignee (if any): Wells Fargo Bank, NA Date of Mortgage: November 2,

Date of Mortgage Recording: November 9, 2012 Amount claimed due on date of notice: \$205 717 43 Description of the mortgaged premises: Situated in Township of Dallas, Clinton County, Michigan, and described as: Commencing at the Northeast corner of the Northwest 1/4 of the Northwest 1/4; Section 15, Town 7 North, Range 4 West, Dallas Township, Clinton County, Michigan; Thence East 50 feet; Thence South 580 feet; Thence West 200 feet; Thence North 580 feet; Thence East 150 feet to the point of beginning Common street address (if any): 12767 W M 21, Fowler, MI 48835-9286 The redemption period shall be 6

months from the date of such sale. unless determined abandoned in accordance with MCL 600.3241a; or, if the subject real property is used for agricultural purposes as defined by MCL 600.3240(16). If the property is sold at foreclo-sure sale under Chapter 32 of the Revised Judicature Act of 1961. pursuant to MCL 600.3278 the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period.

military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the telephone number stated in this notice. This notice is from a debt collector. Date of notice: July 23, 2023 Trott Law, P.C. 31440 Northwestern Hwy, Suite 145 Farmington Hills, MI 48334 (248) 642-2515

1504657 (07-23)(08-13)

Notice of Foreclosure by Advertisemen Notice is given under section 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 AM, on August 30, 2023. The amount due on the mortgage may be greater on the day of sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information

Name(s) of the mortgagor(s): Paul J. Blankenship, a married man and Diane Blankenship, his wife Original Mortgagee: Mortgage Electronic Registration Systems,

Foreclosing Assignee (if any): U.S. Bank National Association, as Trustee for Harborview Mortgage Loan Trust 2005-3, Mortgage Loan Pass-Through Certificates, Series 2005-3

Date of Mortgage: March 28, 2005 Date of Mortgage Recording: April 13,2005 Amount claimed due on date of notice: \$103,959.08 Description of the mortgaged premises: Situated in City of De Witt, Clinton County, Michigan, and described as: Lot 153, Assessor's Plat of the City of DeWitt-North, a part of the Southwest 1/4 of Section 4, the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 5, the Northeast 1/4 of Section 8, the Northwest 1/4 of Section 8, and the Northwest 1/4 of Section 9 all in Town 5 North, Range 2 West, City of DeWitt, Clinton County, Michigan, according to the plat thereof, as recorded in Liber 8, Pages 1-15 of Plats, Clinton County records, formerly known as: The South 43.75 feet of Lots 85, 86, 87 and 88 and the North 41.25 of Lots 129, 130, 131 and 132, all in Block 15 of the Village (now City) of DeWitt, Clinton County Records.

308 N Franklin St, Dewitt, MI 48820-8939

unless determined abandoned in accordance with MCL 600.3241a; or, if the subject real property is used for agricultural purposes as defined by MCL 600.3240(16). If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278 the bor-rower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period.

military service member on active duty, if your period of active duty has concluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mortgage at the telephone number stated in this notice. This notice is from a debt collector. Date of notice: July 30, 2023 Trott Law, P.C. 31440 Northwestern Hwy, Suite 145

Farmington Hills, MI 48334 (248) 642-2515

STATE OF MICHIGAN PROBATE COURT COUNTY OF CLINTON NOTICE TO CREDITORS Estate of Elvan Reynold Halfmanr Date of Birth: December 27, 1938 NOTICE TO CREDITORS: The decedent, Elvan Reynold Halfmann, died June 14, 2023. Creditors of the decedent are notifed that all claims against the deceased will be forever barred unless presented to Nancy Halfmann, personal epresentative, or to both the probate court at 100 E. State St., St.

Johns, MI 48879 and the personal

representative within four months

Nancy Halfmann 3895 S. Tallman Rd. Westphalia, MI 48894 (616) 218-1778 Wieber Pratl Law, PC John E. Wieber P28441 201 E. State Street St. Johns, MI 48879

after the date of publication

(07/30)

Also that part of the vacated West 33 feet of Market Street, except commencing at the Southwest cor-ner of Block 15, Village of DeWitt (not City), being a Subdivision of part of Section 5 and 8, Town 5 North, Range 2 West, Clinton County, Michigan, thence South 89 degrees 51 minutes 21 seconds East 132.00 feet along the North line of Madison Street to the point of beginning of this description, thence North 00 degrees 37 minutes 00 seconds East 95.30 feet, thence North 88 degrees 47 minutes 25 seconds East (not West) West 166.00 (looks like 165) feet; thence South 00 degrees 37 minutes 00 seconds West 99.20 feet; thence North 89 degrees 51 minutes 21 seconds West 166.00(looks like 165) feet along said North line of Madison Street to the point of beginning. Common street address (if any):

The redemption period shall be 6 months from the date of such sale,

Attention homeowner: If you are a

1504690 (07-30)(08-20)

lowing mortgage will be foreclosed by a sale of the mortgaged premis-es, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 AM, on August 30, 2023. The amount due on the mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automatically entitle the purchaser to free and clear ownership of the property. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information. MORTGAGE: Mortgagor(s): Kristen Ouellette and Eric Ouellette, wife and husband Original Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for lender and lender's successors and assigns Date of mortgage: May 13, 2016 Recorded on May 16. 2016, in Document No. 5240894, Foreclosing Assignee (if any): LAKEVIEW LOAN SERVICING. LLC Amount claimed to be due a the date hereof: One Hundred Eighty-Nine Thousand Two Hundred and 17/100 Dollars (\$189,200.17) Mortgaged premis-es: Situated in Clinton County, and described as: LOT NO. 96, OAK-LAND HILLS ESTATE NO 4 A PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWN 5 NORTH, RANGE 2 WEST, DEWITT TOWNSHIP, CLINTON COUNTY, MICHIGAN, AS RECORDED IN LIBER 8 OF PLATS, PAGES 56 AND 57. CLINTON COUNTY RECORDS. Commonly known as 1090 Lacosta Dr, Dewitt, MI 48820 The redemption period will be 6 months from the date of such sale, unless abandoned under MCL 600 3241a in doned under MCL 600.3241a, in which case the redemption period will be 30 days from the date of such sale, or 15 days from the MCL 600.3241a(b) notice, whichever is later; or unless extinguished pursuant to MCL 600.3238. If the above referenced property is sold at a foreclosure sale under Chapter 32 of Act 236 of 1961, under MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period. Attention homeowner: If you are a military service member on active duty, if your period of active duty, if cluded less than 90 days ago, or if you have been ordered to active duty, please contact the attorney for the party foreclosing the mort-gage at the telephone number stat-ed in this notice. Lakeview Loan Servicing, LLC Mortgagee/Assignee Schneiderman & Sherman P.C. 23938 Research Dr, Suite 300 Farmington Hills, MI 48335 248.539.7400 1505334 (07-30)(08-20)

Notice of Foreclosure by

Advertisement. Notice is given under section 3212 of the revised

judicature act of 1961, 1961 PA 236, MCL 600.3212, that the fol-



# **CLINTON COUNTY LEGALS**

said Mortgage having become operative by reason of such

default: NOTICE IS HEREBY

August 9, 2023 at 10:00 o'clock in

the forenoon, at the South entrance to the Clinton County Courthouse,

100 E. State Street (M21), St. Johns, Michigan, that being one of the places for holding the Circuit

Court for Clinton County, there will be offered for sale and sold to

the highest bidder or bidders at

public auction or venue for pur-

poses of satisfying the amounts due and unpaid on said Mortgage, together with all allowable costs of

sale and includable attorney fees,

described as follows: SITUATED

the lands and premises in said Mortgage mentioned and

GIVEN that on Wednes

NOTICE OF MORTGAGE SALE ATTENTION HOME-**OWNER:** IF YOU ARE A MILI-TARY SERVICE MEMBER ON ACTIVE DUTY, IF YOUR PERI-OD OF ACTIVE DUTY HAS CONCLUDED LESS THAN 90 DAYS AGO, OR IF YOU HAVE BEEN ORDERED TO ACTIVE DUTY, PLEASE CONTACT THE ATTORNEY FOR THE PARTY FORECLOSING THE MORT-GAGE AT THE TELEPHONE NUMBER STATED IN THIS NOTICE. NOTICE OF FORE-CLOSURE BY ADVERTISE-MENT. Notice is given under sec-tion 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3212, that the following mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at a public auction sale to the highest bidder for cash or cashier's check at the place of holding the circuit court in Clinton County, starting promptly at 10:00 a.m. on August 9, 2023. The amount due on the mortgage may be greater on the day of the sale. Placing the highest bid at the sale does not automati-cally entitle the purchaser to free and clear ownership of the proper-ty. A potential purchaser is encouraged to contact the county register of deeds office or a title insurance company, either of which may charge a fee for this information DEFAULT having been made in the conditions of a certain Mortgage made on September 6, 2016, by Paul Dankert, a single man, given by him to Michigan State University Federal Credit Union, of 3777 West Road, East Lansing, Michigan 48823, as Mortgagee, and recorded on September 16, 2016, in the office of the Register of Deeds for Clinton County, Michigan, in Instrument Number 5245461; on which Mortgage there is claimed to be due and unpaid, as of the date of this Notice, the sum of Two Hundred Twenty-Nine Thousand Nine Hundred Twenty-Five and 71/100 Dollars (\$229,925.71); and no suit or proceeding at law or in equity having been instituted to recover the debt or any part thereof secured by said Mortgage, and the power of sale in

CLASSIFEDS GET RESULTS! Deadline Thursdays at 4pm ads@meridianweekly. com. 989-834-2264

(Department of Public Works)

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information.

NOTICE

The City of Ovid is seeking a full-time DPW

City Hall, 114 E Front St, Ovid MI 48866 or

on the City's website, www.ovidmi.org.

IN THE TOWNSHIP OF DEWITT, COUNTY OF CLIN-TON, STATE OF MICHIGAN: Lot 89, Creeping Brook Estates No. 7, according to the recorded Plat thereof, as recorded in Liber 10 of Plat(s), Page 8, Clinton County Records. Commonly known as: 2485 Julie Way, DeWitt, Michigan 48820 Tax Parcel Number: 050-175-000-089-00 The period within which the above premises may be redeemed No. 7, according to the recorded above premises may be redeemed shall expire six (6) months from the date of sale, unless determined abandoned in accordance with M.C.L.A. Sec. 600.3241a, in which case the redemption period shall be 30 days from the time of such sale. If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278, the mortgagor(s) will be held responsible to the person who buys the property at the foreclo-sure sale or to the mortgage holder for damaging the property during the redemption period. This notice is from a debt collector. Dated: June 20, 2023 FOSTER, SWIFT, COLLINS & SMITH, P.C. MICHIGAN STATE UNIVERSI-TY Benjamin J. Price FEDERAL CREDIT UNION Attorneys for Mortgagee of East Lansing. Michigan, Mortgagee 313 S. Washington Square Lansing, MI 48933 (517) 371-8253 (07-09)(08-06) MISCELLANEOUS

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### CLASSIFIEDS DIRECTORY

### HALL RENTALS

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**ELSIE:** Elsie American Legion Hall Rental. 220 S. Ovid, St., Elsie. Call for more information 989-494-6987. 1538 EOW

### POND SUPPLIES

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www.stoneycreekequip.com 1683 EOW

### SERVICES

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HANDYMAN: Leaf removal, eavestrough cleaning, power washing (houses & decks), or other odd jobs, painting (exterior & interior). Call Miller & Sons today 517-881-9977 or Linda 517-449-3261. 1687tf

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2

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### AUCTION

Public Auction Sat. August 5th, 12 noon, 5193 Coldwater Road, Flint, Michigan 48504. Tractors, Firearms, Trailers, Tools, Full welding shop, Army M816 wrecker, Gasboy pump, Broderson crane truck, Large anvil, Golf cart and much о ColesAuctionService.com

1-810-397-3199.

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# CLINTON COUNTY LEGALS

Clinton County Circuit Court Clinton County Circuit Court Case No. 22-12254 - CH NOTICE OF JUDICIAL SALE The proper-ty described below shall be sold at public auction, by an authorized sheriff/deputy sheriff or county clerk/deputy county clerk, to the highest bidder, at the Circuit Court for the County of Clinton, on the 13th day of September, 2023 at 10:00 am, local time. On said day at said time, the following described property shall be sold: property located in the Townships of Lebanon and Hubbardston, Counties of Clinton and Ionia. State of Michigan, particularly described as: Lot 109 of the Village of Hubbardston, according to the plat thereof, as recorded in Liber 45 on Page 454. Hubbardston Village, Ionia County, Michigan. Tax Parcel: 34-091-060-000-475-00. AND: commencing at a point in the West Section line of Section 7, Town 8 North, Range 4 West 60 rods North from the Southwest corner of said Section, thence running Easterly along the line of land formerly owned by William Stall, 20 rods, thence North 10 2/3 rods, thence West to the West line of said Section, thence South 10 2/3 rods to the place of beginning, Lebanon Township, Clinton County, Michigan. More commonly known as: 370 Church St. This notice is from a debt collector. Date of Notice: July 7, 2023 Trott Law,

1503642 (07-23)(08-27) July 30, 2023 - THE MERIDIAN WEEKLY - FAX (989) 834-2066 - PHONE (989) 834-2264 - e-mail news@meridianweekly.com

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